3:24cv00717

Official Committee of Unsecured Creditors

V.

Hopeman Brothers, Inc., et al.

Designation of Records Part II



Gerolyn P. Roussel (*pro hac vice pending*) Jonathan B. Clement (*pro hac vice pending*) Benjamin P. Dinehart (*pro hac vice pending*) **ROUSSEL & CLEMENT** 1550 West Causeway Approach Mandeville, LA 70471 Telephone: (985) 778-2733 Facsimile: (985) 778-2734 Email: <u>rcfirm@rousselandclement.com</u>

Lead Counsel for Janet Rivet, Kayla Rivet, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, Stephanie Jean Ragusa Connors, Erica Dandry Constanza and Monica Dandry Hallner Robert S. Westerman (VSB No. 43294) Kollin G. Bender (VSB No. 98912) **HIRSCHLER FLEISCHER, P.C.** The Edgeworth Building 2100 East Cary Street Richmond, Virginia 23223 P.O. Box 500 Richmond, Virginia 23218-0500 Telephone: (804) 771-9500 Facsimile: (804) 644-0957 Email: <u>rwestermann@hirschlerlaw.com</u> <u>kbender@hirschlerlaw.com</u>

Local Counsel for Janet Rivet, Kayla Rivet, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, Stephanie Jean Ragusa Connors, Erica Dandry Constanza and Monica Dandry Hallner

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA RICHMOND DIVISION

In re:	*
HOPEMAN BROTHERS, INC.,	*
	*
Debtor	*

Chapter 11 Case No. 24-32428 KLP

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,

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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 nondebtor, 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 nondebtor 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.

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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. <u>The bankruptcy court should not stay Creditors ability to pursue direct action claims</u> <u>against Liberty Mutual pursuant to the CGL policies issued to Hopeman because</u> 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.

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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

⁶In 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.

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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 asbestosrelated 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 <u>remaining assets</u> 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

¹²BR Doc. 7, at p. 3, Paragraph 8.

¹⁰BR Doc. 59 at p. 76.

¹¹BR Doc. 59 at pp. 22-23.

¹³BR Doc. 7, at p. 5, Paragraph 17.

¹⁴R. Doc. 59 at pp. 22-23.

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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.

¹⁶Courville 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.

¹⁸Cole v. Celotex Corporation, 599 So.2d 1058, 1063 (La. 1992). ¹⁹Id.

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

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. <u>Creditors' Decedents Were Exposed to Asbestos from Hopeman's Contracting</u> <u>Operations at Avondale Shipyards in Louisiana, Creditors' Decedents Died in</u> 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

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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

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

²⁰La. R.S. § 22:1269.

²²Exhibit 47, Petition for Damages in Ragusa.

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

²⁴Exhibit 48, <u>Fourth Supplemental and Amending Complaint in *Ragusa*.
²⁵Exhibit 4, <u>Deposition of Frank P. Ragusa, Jr. (09/28/2021)</u> at pp. 124-125.
²⁶Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at p. 128.
</u>

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

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

³³Exhibit 49, Petition for Damages in *Rivet*.

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

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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, <u>First Supplemental and Amending Complaint in Rivet.</u>

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

³⁷Exhibit 14, <u>Avondale Shipyards Personnel Records of Libby Rivet, Sr.</u>

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, <u>Deposition of Tommy Rivet (08/22/2022)</u> at pp. 19-21.

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

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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, <u>Deposition of Brenda Rivet LeBlanc (4/21/23)</u> at p. 22.

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

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

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

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

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

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

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

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

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

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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, <u>Deposition of Libby Rivet (04/20/2023)</u> at pp. 115-117.

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

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

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

⁵⁸Exhibit 21, <u>Birth Certificate of Erica Dandry Constanza</u>; Exhibit 22, <u>Birth Certificate of Monica Dandry Hallner</u>.

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

⁶⁰Exhibit 32, <u>Death Certificate of Michael Dandry</u>, Jr.; Exhibit 51, <u>Petition for Damages</u> <u>in Constanza</u>.

⁶¹Exhibit 51, Petition for Damages in Constanza.

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

⁶³Exhibit 25, <u>Deposition of Bertram Hopeman (9/22/14)</u> 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, <u>Deposition of Kenneth Wood (10/22/91)</u> at p. 72; Exhibit 29, <u>Deposition of Morgan Joseph Bourgeois (11/01/91)</u> at pp. 34-36; Exhibit 30, <u>Deposition of Bertram Hopeman</u> (4/22/92) at pp. 15, 66, 131.

⁶⁹Exhibit 31, <u>Deposition of William Booth (08/31/94)</u> 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. <u>Payments By Liberty to the Creditors in the Louisiana Direct Action Lawsuits</u> <u>Cannot Deplete the Policies Because The Aggregate Limits in the Liberty</u> <u>Mutual CGL Policies Do Not Apply to the Claims of Creditors Herein</u>

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, <u>Deposition of William Booth (08/31/94)</u> 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)

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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

⁷³General Ins. Co. of Am. v. United States Fire Ins. Co., 886 F.3d 346, 350 (4th Cir. 2018) ⁷⁴General 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. LGI-l2I-010461-189R at pp. 1, 35.

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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. LGI-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 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, <u>Policy No. LGl-l2l-0l0461-189R</u> at p. 36.

⁷⁸Exhibit 37, Policy No. LGI-l21-010461-189R at p. 37.

⁷⁹Exhibit 37, <u>Policy No. LGl-l2l-010461-189R</u> at p. 37.

⁸⁰Exhibit 33, <u>Policy No. LPI- 121-010461-185R</u> at pp. 1, 3, 7; Exhibit 34, <u>Policy No.</u> <u>LP1-121-010461-186R</u> at pp. 1, 3, 7; Exhibit 35, <u>Policy No. LG1-121-010461-187R</u> at pp. 1-3, 7; Exhibit 36, <u>Policy No. Lg1-121-010461-188R</u> at pp. 1-3, 7; Exhibit 37, <u>Policy No. Lg1-121-010461-188R</u> at pp. 1, 35-37; Exhibit 38, <u>Policy No. Lg1-121-010461-180R</u> at pp. 1, 41-42; Exhibit 39, <u>Policy No. Lg1-121-010461-181R</u> at pp. 1, 38-40; Exhibit 40, <u>Policy No. Lg1-121-010461-182R</u> at pp. 1, 32-34; Exhibit 41, <u>Policy No. Lg1-121-010461-183R</u> at pp. 1, 35-37; Exhibit 42, <u>Policy No. Lg1-121-010461-184R</u> at pp. 1, 45-47; Exhibit 43, <u>Policy No. Lg1-121-010461-185R</u> at pp. 1, 38-40; Exhibit 44, <u>Policy No. Lg1-121-010461-186R</u> at pp. 1, 40-42; Exhibit 45, <u>Policy No. Lg1-121-010461-187R</u> at pp. 1, 30-32.

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

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, <u>August 9, 2011 Letter Forwarding Hopeman's Response to Notice of 1442</u> <u>Deposition and Subpoena Duces Tecum</u>.

⁸²BR Doc. 8 at p. 11.

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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), affd, 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

⁸³Lumbermen'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)).

⁸⁴Gateway 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)).

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

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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.³⁷⁸⁷

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)).

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

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

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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*.

⁹²Green 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).

⁹³Descant 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

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

⁹⁶Lumbermen'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. <u>Federal and State Courts Interpreting Louisiana's Direct Action Statute Have</u> <u>Held that Direct Action Claims against the Insurer of a Bankrupt Insured Do</u> 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*.

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

⁹⁹ACE 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

¹⁰⁰Landry 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:

 $^{102}Id.$

¹⁰³Sosebee 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)).

¹⁰⁴Watson 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).

¹⁰⁵Watson 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.

¹⁰⁶Aaron v. Bankers & Shippers Ins. Co., 475 So.2d 379, 381-82 (La. App. 1 Cir. 1985).
¹⁰⁷West 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...").

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

"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

¹⁰⁸Marchand 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.

¹¹¹In 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').

¹¹³A.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. <u>Hopeman has failed to establish that this case is one of the limited or unusual</u> <u>circumstances where a stay should be extended to a non-debtor insurer</u>

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

¹¹⁸Lynch 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.

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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.

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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

¹²⁴Landry 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).

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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.

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

¹³¹*Id.* at 784.

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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

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

¹³²Lumbermen'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)).

¹³⁶Green 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).

¹³⁷Descant 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. <u>Hopeman Has Failed to Meet Its Burden to Extend the Stay Under 11 U.S.C.</u> § 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

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

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

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

¹⁴¹In 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 extend 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 proceeding.¹⁴⁵ It

¹⁴⁵Feld 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

¹⁴³BR Doc. 7 at p. 10.

¹⁴⁴BR Doc. 7 at p. 12.

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

¹⁴⁶In 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)").

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 Commc'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.").

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).

¹⁴⁹Balt. 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).")

¹⁵⁰Balt. 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

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

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

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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,

/s/Kollin G. Bender Robert S. Westermann (VSB No. 43294) Kollin G. Bender (VSB No. 98912) HRISCHLER FLEISCHER, P.C. 2100 East Cary Street P.O. Box 500

¹⁵³BR Doc. 7.

Richmond, VA 23218-0500 Telephone: (804) 771-9500 Facsimile: (804) 644-0957 Email: <u>rwestermann@hirschlerlaw.com</u> kbender@hirschlerlaw.com

Local counsel for Janet Rivet, Kayla Rivet, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, Stephanie Jean Ragusa Connors, Erica Dandry Constanza and Monica Dandry Hallner

-and-

Gerolyn P. Roussel (*pro hac vice pending*) Jonathan B. Clement (*pro hac vice pending*) Benjamin P. Dinehart (*pro hac vice pending*) **ROUSSEL & CLEMENT** 1550 West Causeway Approach Mandeville, LA 70471 Telephone: (985) 778-2733 Facsimile: (985) 778-2734 Email: <u>rcfirm@rousselandclement.com</u>

Lead Counsel for Janet Rivet, Kayla Rivet, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, Stephanie Jean Ragusa Connors, Erica Dandry Constanza and Monica Dandry Hallner

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:

Kathryn R. Montgomery Office of the United States Trustee 701 East Broad Street, Ste. 4303 Richmond, VA 23219 Kathryn.Montgomery@usdoj.gov

Tyler P. Brown Henry Pollard Long, III Hunton Andrews Kurth LLP 951 East Byrd Street Richmond, VA 23219 tpbrown@huntonak.com hlong@huntonak.com

Dion W. Hayes Sarah B. Boehm Connor W. Symons McGuireWoods LLP Gateway Plaza 800 East Canal Street Richmond VA, 23219 dhayes@mcguirewoods.com sboehm@mcguirewoods.com csymons@mcguirewoods.com

Nancy McComas-Doiron c/o Carol A. Hastings, Esquire Peter Angelos Law 100 N. Charles Street, 20th Floor Baltimore, MD 21201 chastings@lawpga.com

Darrell Kitchen c/o Lisa Nathanson Busch, Esquire Simmons Hanly Conroy 112 Madison Avenue, 7th Floor New York, NY 10016 lbusch@simmonsfirm.com Donald M. Hoffman, Jr. c/o Stephen Austin, Esquire Stephen J. Austin, LLC 1 Galleria Blvd. Ste. 1900 Metairie, LA 70001 stephen@stephenjaustin.com

Veronica Miller c/o Chris McKean, Esquire MRHFM Law Firm 1015 Locust Street, Ste. 1200 St. Louis, MO 63101 cmckean@mrhfmlaw.com

Melissa Beerman c/o J. Bradley Smith, Esquire Dean Omar Branham Shirley, LLP 302 N. Market Street, Ste. 300 Dallas, TX 75202 bsmith@dobslegal.com

Jeffrey A. Liesemer James P. Wehner Caplin & Drysdale, Chartered One Thomas Circle NW, Suite 1100 Washington, DC 20005 jliesemer@capdale.com jwehner@capdale.com

> <u>/s/ Kollin G. Bender</u> Counsel

Case 24-32428-KLP D Doc 86-110 Filed 07/80/2411 Entered 07/30/24 15:11 49 # Desc Exhibit(s) 1 Page 1 of 1

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This is to certify that I Devnound E. Le Lanc of the Peace

an this 18th August

Anna Annia of Mathematic

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In testimony whereof I have caused the said parties with myself-bad interested within to sign these presents, the day and date aforesaid.

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STATE OF LOUISIANA7/30/24 H

CERTIFICATION OF DEATH

A COM	BIRTH NUMBER: OF AD OF AD	ect 1	2021-1-5	STATE FILE	E NUMBER: 2024-020
DECEDENT	DECEDENT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX)	DATE OF BIRTH	DATE OF DEATH	88 1.1 C.S	TIME OF DEATH
<u>. 1927 (1927)</u>	RAGUSA JR FRANK PAUL	1953	06/12/2024	A A A A	07:28 AM
	PLACE OF BIRTH - (CITY, STATE, COUNTRY)	SEX	SOCIAL SECURIT	YNUMBER	AGE
1024720	NEW ORLEANS, LA UNITED STATES	MALE	3371	3 2 6	71 YEARS
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STA STAND	RESIDENCE OF DECEDENT - (STREET ADDRESS, CITY, STATE, Z	IP CODE, COUNTRY)	Q Synthian D	WITHIN CITY LIMITS	a historical and a second and a failed
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	NO TON TON	CRANE OPERATOR	Can Com	CONTRACTOR	1 15 COM
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	MOTHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX)	the shall be all the set of the		TY, STATE, COUNTRY)	C And C
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X 102 00 00 10	FACILITY ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CODE	COUNTRY)	h_ to get /	16 50 2 10	PARISH/COUNTY
DISPOSITION	4913 GRAND TERRE DR. , MARRERO, LA 70072 UNITED STATES METHOD OF DISPOSITION		PLACE OF DISPO	SITION	JEFFERSON
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	ORETNA, LA UNITED STATES		A BARA	06/17/2024	
FUNERAL FACILITY	FUNERAL FACILITY NAME	ADDRESS OF FUNE	RAL FACILITY		Jahaning and the offer
XIL XXXX	WESTSIDE LEITZ-EAGAN FUNERAL HOME	5101 WESTBANK E	PY. MARRERO, LA	70072 UNITED STATES	1
KST BILLST	NAME OF FUNERAL DIRECTOR (LAST, FIRST, MIDDLE, SUFFIX)	LICENSE NUMBER	8	CORONER NOTIFIED)?
	JONES, MARY D 20 10 00 10	U1735	DE ED	YPO ED	Con En
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CAUSE OF DEATH	PART I. Enter the chain of events - diseases, injuries, or complications cardiac arrest, respiratory arrest, or ventricular fibrillation without show	 that directly caused ng the etiology, DO NO 	the death. DO NOT en T ABBREVIATE.	ter terminal ovents such i	as APPROXIMATE INTER Onset to Death
4.8×1.7. 4.3	IMMEDIATE CAUSE - (Final disease or condition resulting in death)	a. MESOTHELIOMA		X Mart	UNK
es - se					Samuel Vinto
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	Enter the UNDERLYING CAUSE (disease or injury that initiated the	a	1 /	Star Star	1 . 33 /4
	ovents resulting in death) LAST	(d.)		COX STATE	
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A Star	PART II. Enter other significant conditions contributing to death but not	resulting in the underlyi	ng cause given in PAR	Wo As and	G CT
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EXHIBIT

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A RULE WAS DEADED

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

83 1074 OHSEQ Division of Vital Records License No. Certificate of Marriage State of Louisiana Parish of This is to certify that I Oall by virtue of the license required by law did 83, A.D., unite in NARCL 19 on this dαv of Holy Bonds of Matrimonu Omma au In testimary whereof I have caused the said parties with myself and three legal Witnesses, to sign these presents, the day and date aforesaid. Witnesses: Parties: TO BE GIVEN TO BRIDE AND GROOM



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Case 2:4-3:24/280KLP-D.Doc B6c1@nerFiled607/80/241/1E/12ere@07/3D/24115P1ag49D# D63& Exhibit(s) 13 Page 1 of 11

TOMMY RIVET

August 22, 2022

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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

JOHNS, PENDLETON, FAIRBANKS AND FREESE

Case 24-324289KLP-D.Doc B6c1GnerHiled607/80/241/1E/Mereft 07/30/24115Ph1g49D# D032 Exhibit(s) 13 Page 2 of 11

TOMMY RIVET

August 22, 2022

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	MS. ROUSSEL:
	No. An objection by one
	defendant will be good as to all, so
	that we only need one person making
	the objection.
	MS. PENN:
	Thank you.
	(Off the record.)
EXAMINATI	ION BY MS. ROUSSEL:
Q.	State your full name for the record.
Α.	Tommy Paul Rivet.
Q.	And what's your date of birth?
Α.	of '57.
Q.	Are you married, Mr. Rivet?
Α.	Yes, ma'am.
Q.	And to whom are you married?
Α.	Married to Janet Rivet.
Q.	When were you and Janet married?
Α.	Um, March the 9th of '83.
Q.	And do you and Janet have any
children	
Α.	Yes, ma'am. Kayla Rivet.
Q.	Describe your relationship with your
wife Jane	et.
Α.	I love her to death. I can't ask for
PENDLETON,	FAIRBANKS AND FREESE
	Q. A. Q. A. Q. A. Q. A. Q. A. Q. children? A. Q. wife Jane A.

504 219-1993

Case 242-324289KLP-D.Doc B6c1GnerHiled607/80/241/1E/12ere@ag#30/24115P1ag49D#D836 Exhibit(s) 13 Page 3 of 11

TOMMY RIVET

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

JOHNS, PENDLETON, FAIRBANKS AND FREESE

Case 2:42-3:24/289K1LP-D.Doc B6c1.0nerFiled607/80//241/12/12/12/ref 007/30//24115P1ag49D# D834 Exhibit(s) 13 Page 4 of 11

TOMMY RIVET

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JOHNS, PENDLETON, FAIRBANKS AND FREESE

August 22, 2022

14

members who worked at Avondale Shipyards? Α. Yes, ma'am. I did. And who were the other family members 0. who worked at Avondale? My brother Lipton Rivet, Libby Rivet, Α. and my uncle Red -- Ray Rivet. Q. Now, when your father worked at Avondale shipyards, were you living with him? Yes, ma'am, I did. Α. 0. And when your brother Lipton was working at Avondale shipyards, did you have with him? Sure did, ma'am. We shared the same Α. bedroom. Ο. When your brother Libby Jr. worked at Avondale, did you live with him? Yes, ma'am. We all shared the same Α. house. Describe what your father looked like 0. when he came home from Avondale. He was dirty. He was dirty with white Α. all over him. We to leave -- when he gets home at night, we'd go -- we'd go rabbit hunting, we'd go look for cypress logs, and that's what we done.

504 219-1993

Case 242-324/289KLP-D.Doc B6c13nerHiled607//80/241/1E/12ere@037/430/24115P1a1949D# D0356 Exhibit(s) 13 Page 5 of 11

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.	
б	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	
тонис	DENDLETON FATERANKS AND FREESE	5

JOHNS, PENDLETON, FAIRBANKS AND FREESE

Case 2:42-3:24/289KILP-D.Doc B6c1.GnelFilec607/30/241/1E/12e/ref 007/30/24115P1ag49D# D036 Exhibit(s) 13 Page 6 of 11

TOMMY RIVET

August 22, 2022

19

1 The next morning, they took -- drained fluid. the fluid out my lung. It was four liters of 2 3 fluid in my right lung. 4 Ultimately, you had a biopsy? Ο. That was later. But then 5 Α. Yes. Dr. Cefalu send me to Dr. -- to Dr. -- in 6 7 Thibodaux I was gonna get a lung doctor. The lung doctor send me to a doctor, he brought me 8 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. Ι 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 father and your brothers were working at 25

JOHNS, PENDLETON, FAIRBANKS AND FREESE

Case 2:42-32:4239KILP-D.Doc B6c1:3nerFile:0607/36/241/12/12/12/02/ere@ 07/30/24115P1ag49D# D837 Exhibit(s) 13 Page 7 of 11

TOMMY RIVET

August 22, 2022

20

1 Avondale shipyards. Can you just describe to 2 me, where was the washing machine? 3 The washing machine was right on the Α. 4 side the living room. Right there in the lill -- like a hole, where they -- where they 5 fold clothes and wash the clothes and 6 7 everything. And how often was the clothes washed? 8 Q. 9 Sometimes once, sometimes twice a day. Α. 10 Ο. Were you in the area when the clothes 11 was being washed? 12 Right next door, the kitchen. Α. Describe how it would be washed. 13 Ο. Well, they washed it in the wash -- in 14 Α. 15 the old wringer, and they had the rollers. You push it through the rollers, the rollers would 16 17 wring it tight, and then they put in the drier. 18 Ο. And before they would wash it, what 19 would-20 Then they'd take it out. Α. 21 And where were you when that was being 0. 22 done? 23 Right there in the kitchen. Α. And all the family clothing, was that 24 Q. all washed together? 25 JOHNS, PENDLETON, FAIRBANKS AND FREESE

504 219-1993

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TOMMY RIVET

August 22, 2022

21

1	
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

JOHNS, PENDLETON, FAIRBANKS AND FREESE

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TOMMY	RIVET AU	ıgust 22, 2022
		139
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.	
JOHNS,	PENDLETON, FAIRBANKS AND FREESE	504 219-1993

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TOMMY RIVET August 22, 2022 140 1 So you were hanging -- you were with Q. 2 your mom. 3 My mom and daddy. My mom all the Α. 4 time. 5 And that was including when she was 0. 6 doing laundry? 7 Α. Yes, sir. DEFENSE COUNSEL: 8 9 Object to form. 10 EXAMINATION BY MS. ROUSSEL: 11 Now, too, you talked about the fact 0. that, um, you were still working when you 12 13 started with problems which the --14 Α. Yes, ma'am. 15 Ο. -- doctors were telling you at that time were pulled muscles? 16 17 Α. Yes. 18 Ο. Okay. And you stopped working because 19 of your symptoms which we now know to have been 20 mesothelioma? Yes, ma'am. 21 Α. 22 DEFENSE COUNSEL: 23 Object to form. EXAMINATION BY MS. ROUSSEL: 24 Since there was an objection, let me 25 Q.

JOHNS, PENDLETON, FAIRBANKS AND FREESE

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1	
2	REPORTER'S CERTIFICATE
3	
4	NOTE: This transcript certification is valid only when accompanied by my original
5	signature over my state seal.
6	
7	I, JOSEPH A. FAIRBANKS, JR., CCR, RPR, Certified Court Reporter in and for the State
8	of Louisiana, as the officer before whom the foregoing was taken, do hereby certify:
9	That the witness was sworn by me upon authority of R.S. 37:2554 and did testify as
10	set forth in the foregoing pages; That said proceeding and testimony was
11	reported by me in the stenotype reporting method, was thereafter transcribed and prepared
12	by me or under my personal direction and supervision, and is a true and correct transcription to the best of my ability and
13	understanding; That this transcript was prepared in
14 15	compliance with transcript format guidelines established by statute or by rules of the
16	Board; That I am knowledgeable of the
17	arrangements, financial and otherwise, with the person on entity arranging for reporting
18	services, and that I have acted in compliance with the prohibition on contractural
19	relationships as defined by the Louisiana Code of Civil Procedure Article 1434 and in rules
20	and advisory opinions of the Board; That I am not related to counsel or to
21	the parties herein, nor am I otherwise interested in the outcome of this matter.
22	AA
23	V
24	JOSEPH A. FAIRBANKS, JR., CCR, RBR
2 5	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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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 HAVE BEEN EMPLOYED. IF EMPLOYED, I AGREE TO ABIDE BY ALL THE GENERAL AND SAFETY RULES OF THIS COMPANY

(Signa) hicky deart Signature

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UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA CIVIL ACTION NO. TOMMY RIVET Plaintiff 2-22-cv-2584 VERSUS JUDGE CARL J. BARBIER HUNTINGTON INGALLS 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 Bv: Edward W. Trapolin, Esq. 400 Poydras Street, Suite 2700 New Orleans, Louisiana 70130 (Attorney for Huntington Ingalls, Inc.) SIMON, PERAGINE, SMITH & REDFEARN Douglas R. Kinler, Esq. By: 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



Page 5

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.



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Case 24-324/289KLP-D.Doc B6c15netRile (B07780/241/12/2430/24115Ph1)49D# D880 Exhibit(s) 15 Page 3 of 11

Page 11

Okay. And what did your father do? 1 Q. 2 He was a -- he worked at Avondale Α. 3 Shipyard. And do you remember what he did at 4 Q. 5 Avondale? He was a burner, fitter. Anything 6 Α. 7 they needed from him, he would volunteer. 8 Did you ever go to Avondale Q. 9 Shipyard? 10 Yes, sir. Α. 11 How many times did you go there? 0. 12 Well, every time they launched a Α. 13 big ship because it was my dad and his 14 brother that released the ship into the 15 water. 16 Right. Q. 17 So it was a big thing with them. Α. 18 All right. So did you ever go Q. 19 there for any other purpose other than the 20 ship launches? 21 Α. No. 22 Sometimes they had family days or Q. things like that. Did you ever go to that? 23 24 Α. No. 25 Other than watching the ships get Q.



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Case 24-324289KLP-D.Doc B6c15nelfile (B07/B07/211/1E/1/ere. B. 907/30/21115Ph1949D# D090 Exhibit(s) 15 Page 4 of 11

	rage 21
1	A Every day. Comptimed tuice a day
1 2	A. Every day. Sometimes twice a day.
	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



Case 24-324289KLP-D.Doc B6c15nelFile (B07/B07/211/12/12/02/30/214115P11)(49D# D690 Exhibit(s) 15 Page 5 of 11

Γ

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.



Case 24-324289KLP-D.Doc B6c15ner#ijec8077807241/12/12/0237430/24115P1490#D#D69@ Exhibit(s) 15 Page 6 of 11

Γ

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.



Case 24-324289KLP-D.Doc B6c15nemire@07780/241/1P/14(cep.07430/24115Phild49D#D696 Exhibit(s) 15 Page 7 of 11

Page 40

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, Margarette, 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.



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Case 24-324289KLP-D.Doc B6c15nerHile (807780/241/12/14/17/2023) Exhibit(s) 15 Page 8 of 11

	Page 4.
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	
13	Thank you. BY MR. TRAPOLIN:
14	
15	Anybody else?
	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



Case 24-324/289KLP-D.Doc B6c15netFile (807780/2411/1E/12ere 18.007/30/24115P121)49D# D095 Exhibit(s) 15 Page 9 of 11

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Page 42 done? Yes. Α. BY MS. MCOUILLAR: Object to form. And describe for me how you would 0. do the laundry, how the laundry would be done. Well, when we get to the colored Α. clothes because you have to divide all your clothes and then if they had all -- you know, you would lay it out on the porch right next to the kitchen. Attached to the kitchen. And we'd lay it out and we had a scrub brush and we used to put some detergent, washing powder, and scrub that before and you'd have to rinse it. Shake it, then scrub it, then rinse it, then put it in the machine. And when you would shake it, you Ο. were shaking the dust out of the clothes? Α. Yes. And that included the dust that Ο. your dad came home from working? Α. Yes. And your brothers --Ο. BY MS. MCOUILLAR: Object to form.



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Ccase 3244324428-KL7PDJDoc 286:1151en File 6 07/20/24/17/2029 Exhibit(s) 15 Page 10 of 11

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	rage +3
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?



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Brenda Rivet LeBlanc 4/21/2023

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REPORTER'S CERTIFICATE

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 this testimony was taken, do hereby certify 7 8 that the above-named witness, after having 9 been first duly sworn by me upon authority of R.S. 37:2554, did testify as hereinabove set 10 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.

Marsha M. Donnelly Certified Shorthand Reporter



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UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA

TOMMY RIVET

CIVIL ACTION NO.

Plaintiff 2:22-cv-2584

VERSUS

JUDGE CARL J. BARBIER

HUNTINGTON INGALLS MAGISTRATE MICHAEL INCORPORATED, ET AL NORTH Defendants

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





$\begin{array}{c} \textbf{Case 24-324289KLP-D.Doc B6c16neifile (P.0.7/B9/241/17/24/reft) 0.2029} \\ \textbf{Exhibit(s) 16' Page 2 of 16} \end{array}$

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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?		



Case 24-324/289KILP-D.Doc B6c16nel**File(P07/B6/241/1P/14ere 8.037/30/241155Ph1)49D**# **De60** Exhibit(s) 16' Page 3 of 16

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1 Asked and answered. 2 BY MR. SAUNDERS: 3 Now, when you were a helper and came Q. 4 and cleaned up after an insulating crew, did your work as a helper create dust that you could see 5 6 in the air? 7 Yes, sir. Α. 8 Okay. Do you recall that dust that 0. 9 you could see in the air in connection with your work as a helper, did that get on your body and 10 11 your clothes? 12 Α. Yes, sir. 13 DEFENSE COUNSEL: 14 Object to form. 15 BY MR. SAUNDERS: 16 Do you recall at any time that you Ο. 17 worked at Avondale working around boilermakers? 18 Not that I know of. Α. 19 Okay. Did you ever during your time Q. 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:



Case 2:4-3:24/289KILP-D.Doc B6:16nemile (**D07/39/241/1/12/14**ref: **0.07/39/2411**/59/149D# **D46**t Exhibit(s) 16' Page 4 of 16

Page 52

1 Yeah. 2 BY MR. SAUNDERS: 3 Q. You did? A. (Nodded head affirmatively.) 4 5 Do you remember at all the -- the Q. name of that company that would do that work? 6 7 Yeah. I don't remember. Α. 8 Okay. All right. Have you ever Ο. 9 heard of Hopeman Brothers? 10 It sounds -- sounds familiar. Α. 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:



Case 2:4-3:24/289KLP-D.Doc B6:16nelFile(207789(241/17789(241/2029)36)/24165PE1049D#D468 Exhibit(s) 16 Page 5 of 16

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You don't remember? 1 Ο. 2 Α. I don't remember. 3 Okay. Do you recall one way or Q. 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 Ο. I'm sorry? 12 Α. Dusty. Okay. And you recall seeing that 13 Ο. with your eyes? 14 15 DEFENSE COUNSEL: 16 Object to the form. 17 THE WITNESS: 18 Yes, sir. 19 BY MR. SAUNDERS: 20 Okay. And is that a dust that you Ο. 21 recall personally would get on your body or 22 clothes? 23 DEFENSE COUNSEL: 24 Object to the form. 25 THE WITNESS:



Case 2:4-3:24/289KILP-D.Doc B6:16ner**File: P07/B6/241/12/14 ref: age 3:0/24165Ph1949D # De66** Exhibit(s) 16' Page 6 of 16

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1 Yes, sir. 2 BY MR. SAUNDERS: 3 Were you ever told during your time Q. 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 No, sir. Α. 8 Okay. Do you ever recall when that 0. 9 work was going on in connection with putting 10 those -- those wallboards up, do you recall anyone using any type of vacuum or collection 11 12 system to try to capture that dust? 13 Α. I don't remember, no. No. 14 I asked you earlier what types of Ο. 15 vessels or ships you remembered working aboard 16 during your time at Avondale, and you said maybe 17 Navy ships, correct? 18 Navy ships. Α. 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 Α. Yes, sir. 25 And that would be aboard those Navy Q.



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Case 2:4-3:24/280KLP-D.Doc B6:16nemile (207789)(241/12/02/37/30/24165PE1049D# De64 Exhibit(s) 16 Page 7 of 16

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1 Α. My mama. 2 Q. Okay. 3 Α. The family. We will just say 4 family. 5 Sure. Okay. Did you ever -- did Q. you ever help your mom or watch your mom --6 7 Α. Yes, sir. -- do the laundry? 8 Ο. 9 Α. Yes. 10 How did she do that laundry from Ο. 11 your -- from the work clothes? 12 Separate. They would do it Α. 13 separate. 14 Sure. Okay. Did your brother Tommy Ο. 15 ever do the family laundry? 16 Yes. Α. 17 Ο. Okay. Well, everybody did. 18 Α. 19 Did you ever do the laundry Ο. 20 sometimes? 21 Yes, sir. Yes, sir. Α. 22 And that would include your work Q. clothes? 23 24 Yes, sir. Α. 25 Okay. Mr. Rivet, other than when Q.



Case 24-324289KLP-D.Doc 86c16nerFile(P07/39/241/1E/04/ce2037/30/241165P1a1)49D# **De66** Exhibit(s) 16' Page 8 of 16

Page 69

	rage 07
1	O Now you montioned that you were
2	Q. Now, you mentioned that you were
	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.



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1 Α. Yes. 2 Did you and your father ever work Q. 3 together at Avondale? 4 Α. Well, we worked in the same yard 5 sometimes, and sometimes, you know, if I worked, 6 I worked there. 7 And that was a bad question. Ο. Ι 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 Α. No. 12 Okay. And you mentioned that --0. 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 Mr. Rivet, your brother Lipton, what Ο. 21 did he do for a living? 22 He was welding. Α. 23 Okay. And do you know where he Q. 24 worked? 25 Avondale. That's -- Avondale. Α.



Ccasse 3224324428-KL7PDJDoc 286-1160 en File 07/2602/30/24 15:121:349D#Desc7 Exhibit(s) 16 ' Page 10 of 16

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with your dad, but did you ever see your dad do 1 2 his work? 3 Α. Yes. 4 Ο. What did you see your father doing 5 at Avondale? 6 Cutting. Α. 7 Cutting what? Ο. 8 Iron, cutting material. Α. 9 What was the material he was Ο. 10 cutting? 11 Α. Steel plates. 12 Other than cutting steel plates, did Ο. 13 you ever see your father do any other work? 14 Α. No, not that I remember. 15 And let me ask the same question of Ο. 16 your brother Lipton. 17 Did you ever see your brother doing 18 any work at Avondale? 19 Welding like material. Α. 20 Where would your brother be welding? Ο. 21 MS. ROUSSEL: 22 Object to the form of the question. 23 THE WITNESS: 24 I don't remember. 25 BY MS. PUENTE:



Ccasse 32244324428-KL7PDJDod 266:106enFj7e0 07/20244/17/01219/30/24 15:P13949D#Die 508 Exhibit(s) 16 Page 11 of 16

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1 Yes. 2 BY MS. ROUSSEL: 3 And the insulators were working on Q. the piping and the equipment in the engine room, 4 5 weren't they? 6 Α. Right. 7 DEFENSE COUNSEL: 8 Object to the form. 9 BY MS. ROUSSEL: 10 And so whatever the insulators were Ο. working with you were exposed to, correct? 11 12 DEFENSE COUNSEL: 13 Object to the form. 14 THE WITNESS: 15 Yes. 16 BY MS. ROUSSEL: 17 And you brought some of that home on Ο. 18 your clothing? 19 DEFENSE COUNSEL: 20 Object to the form. 21 THE WITNESS: 22 Yes. 23 BY MS. ROUSSEL: 24 Did you see during that time period 0. 25 your father working in the engine rooms at



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Avondale Shipyards? 1 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 living quarters of the ships? 9 10 DEFENSE COUNSEL: Object to the form. 11 12 THE WITNESS: 13 Sometimes. 14 BY MS. ROUSSEL: 15 Okay. And, likewise, everything 0. 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 Α. Yes. 20 -- to the same kind of insulation Ο. 21 products? 22 Α. Yes. 23 DEFENSE COUNSEL: 24 Objection to form. Misstates prior 25 testimony.



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1 BY MS. ROUSSEL: 2 And you and your father were also --Q. 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 Α. Yes. 7 --to the same products? Ο. 8 Α. Yes. 9 DEFENSE COUNSEL: 10 Objection form. 11 BY MS. ROUSSEL: 12 You talked about this glue or Ο. 13 adhesive that you actually worked with yourself. The insulators also worked with that same glue --14 15 Α. Yes. 16 -- Correct? Ο. 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 And that glue that you were using Q. 23 yourself, would that get on your clothing? 24 Α. Yes. 25 MS. ST. JULIEN:



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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		



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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 And when you cleaned up the dust 0. 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 Α. Yes. 12 -- in the engine room? Q. 13 Α. Yes. 14 MR. BELL: 15 Object to the form. 16 BY MS. ROUSSEL: 17 Ο. You swept it with a whisk broom? 18 Α. Yes. 19 MR. BELL: 20 Object to the form. 21 BY MS. ROUSSEL: 22 And, of course, not only did you Q. 23 have to clean up the dust, but you had to clean 24 up the scraps of the wallboard that were --25 Yes. Α.



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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.

6 I, CHERIE' E. WHITE, Certified Court 7 Reporter, in and for the State of Louisiana, do hereby certify that Libby Eloie Rivet, to whom 8 9 the oath was administered, after having been duly 10 sworn by me upon authority of R.S. 37:2554, did 11 testify as hereinbefore set forth in the 12 foregoing 135 pages; that this testimony was 13 reported by me in the stenotype reporting method, 14 was prepared and transcribed by me or under my 15 personal direction and supervision, and is a true 16 and correct transcript to the best of my ability 17 and understanding; that I am not related to 18 counsel or the parties herein, nor am I otherwise 19 interested in the outcome of this matter.

CSR (TX NO. 10720) CSR (MS NO. 1514)

RPR (NATIONAL NO. 839452)



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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	
	EXHIBIT
	17

Case 2:42-324/289KILP-DJDbc 186c117neifiliedL07/80421411/Elatered 1927/20224f 85P1alg49D# D4\$5

Exhibit(s) 17 Page 2 of 8

Baril, Gerard

September 15, 2023

9

1 MR. SAUNDERS: Thank you, Jonathan. 2 BY MR. SAUNDERS: Mr. Baril, please state your full name for 3 Ο. 4 the record. Gerard L. Baril. 5 Α. What is your business address? 6 Ο. 7 21224 Tabot Boulevard, Hayward, California Α. 8 94545. 9 And you and I have been through this a 0. number of times, so I know you are very familiar with 10 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 speak over you and let you finish your answer before 18 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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202-220-4158

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Exhibit(s) 17 Page 3 of 8

Baril, Gerard

September 15, 2023

34 Libby Rivet, Sr., Libby Rivet, Jr., and Lipton Rivet. 1 2 Correct? 3 Α. That is correct. 4 Okay. And what is your understanding of Q. the time frame during which Mr. Tommy Rivet is 5 alleged to have been para-occupationally exposed to 6 7 asbestos emanating from the work clothes of his 8 family members? 9 Α. There's a couple of clarifications on that. 10 Ο. Sure. 11 It's not just the work clothes which is the Α. 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 Ο. 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

Case 2/2-32/289KLP-D.Doc 186c1/ner#il@d.07/80/22411/End/@red 12/3/20424f 85P1a1g49D# Desc Exhibit(s) 17 Page 4 of 8

Baril, Gerard

September 15, 2023

		35
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	
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Baril, Gerard

September 15, 2023

		68
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.	

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Case 2/2-3/22/289KLP-D.Doc 186c1/7nerHiledL07/80/22/411/End/ered 19/20/32/4f BSP:Eng/49D# Defs/0 Exhibit(s) 17 Page 6 of 8

Baril, Gerard

September 15, 2023

		69
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	contaminates 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.	

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Exhibit(s) 17 Page 7 of 8

Baril, Gerard

September 15, 2023

172 You will agree with me that on page 77 and 1 0. 2 78 under the section Discussion, Dr. Millette reports that wet adhesives are not released into the air to 3 4 any measurable extent while applying materials. Then 5 he further goes on to say that -- he further goes on to say, regarding testimony regarding dry dock of the 6 7 powder, and they didn't calculate a certain 8 concentration. 9 Α. 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 This concludes today's THE VIDEOGRAPHER: 17 proceedings. We are going off the record. The time is 12:08 p.m. 18 19 (Whereupon, at 12:08 p.m., the deposition of Gerard Baril concluded.) 20 21 CERTIFICATE OF NOTARY PUBLIC 22 I, Carol J. Robinson, RPR the officer

202-220-4158

Case 242-324/289KILP-D.Doc 186c117nenFiiledL07/80/22411/Elat/ered 1921/308/24f 25P1atg 49D# D486

Exhibit(s) 17 Page 8 of 8

Baril, Gerard

September 15, 2023

173 before whom the foregoing cause was taken, do hereby 1 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 thereafter transcribed by me; that said transcript is 5 a record of the testimony given by said witness to 6 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 parties hereto, nor financially or otherwise 11 12 interested in the outcome of this action. 13 Corol O. Relemsin 14 CAROL J. ROBINSON 15 Notary Public in and for the 16 District of Columbia 17 18 My commission expires: 19 March 15, 2025 20 21 22

202-220-4158

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





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DR. STEPHEN KRAUS

7

1 understand you normally waive it. 2 BY THE WITNESS: 3 I waive it. 4 EXAMINATION BY MR. POWELL: 5 Good morning, Dr. Kraus. My name is Ο. 6 Kevin Powell. I represent Huntington Ingalls, 7 Incorporated in this case. Can we get your 8 name, please? 9 Stephen, S-t-e-p-h-e-n, Terry, Α. 10 T-e-r-r-y, Kraus, K-r-a-u-s. 11 You're here today to talk to us in the 0. case involving Tommy Rivet; is that right? 12 13 Α. Yeah. Yes. Yeah. 14 How do you pronounce it? Rivet? Ο. How 15 do you pronounce it? 16 Rivet, R-i-v-e-t. Α. 17 You've been retained in this case by Q. 18 plaintiff's counsel to testify as a medical 19 expert in the Rivet case, correct? 20 That's correct. Α. 21 I don't think we are going to be too Ο. 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 JOHNS, PENDLETON, FAIRBANKS AND FREESE

504 219-1993

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:	
б	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	
JOHNS,	PENDLETON, FAIRBANKS AND FREESE	5

504 219-1993

Case 242-324/289KLP-D.Doc 186c1&nerHiled.07/8042411/Endred 127/80424f 155P1a1g49D# D485 Exhibit(s) 18 Page 4 of 5

DR. STEPHEN KRAUS

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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
TOTING	

JOHNS, PENDLETON, FAIRBANKS AND FREESE

Case 2/2-3/22/289KLP-D.Doc 186:1&nerFiled.07/80/22/411/Ed/ered Par/30/32/4f 159:14g49D# D486 Exhibit(s) 18 Page 5 of 5

		186
1	CERTIFICATE	
2	This certification is valid only for a transcript original signature and original required seal on this	with my page.
3 4	I, LESLIE L. NICOSIA, Certified Court Reporter in the State of Louisiana, the "Officer" before whom thi testimony was taken, do hereby certify:	n and for Is sworn
5 6	That DR. STEPHEN KRAUS, to whom oath was administ me upon authority of R.S. 37:2554, did testify as her forth in the foregoing pages;	cered by rein set
7 8 9	That this proceeding and testimony was reported by stenotype method, was prepared and transcribed by me my personal direction and supervision, and is a true correct transcript to the best of my ability and understanding;	and
10 11	That this transcript has been prepared in compli transcript format guidelines required by statute or the Board, and I am informed about the complete arra financial or otherwise, with the person or entity ma	ngement,
12 13	arrangements for deposition services;	
14 15	That I have acted in compliance with the prohibi contractual relationships as defined by Louisiana Co Civil Procedure Article 1434 and in rules and adviso opinions of the Board;	de or
16 17 18	That I have no actual knowledge of any prohibite employment or contractual relationship, direct or in between a court reporting firm and any party litigan matter, nor is there any such relationship between m a party litigant in this matter;	t in this
19	That I am not related to counsel or to the parti herein, nor am I otherwise interested in the outcome	es e of this
20 21	matter. Lestind Micoice	
21	LESLIE L. NICOSIA, CCR	
22	Cert. No. 95004	
24		e e e e e e e e e e e e e e e e e e e
25		
	JOHNS, PENDLETON, FAIRBANKS & FREESE	

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

Case 24-324289KLP-D.Doc B6c19nerFiled 07/B0/2411/Ef2t/ered P2t/360124f 55P1atg49D# D487 Exhibit(s) 19 Page 1 of 5

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

EXHIBIT 19

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Case 242-324289KLP-D.Doc B6c19nerFiled 07/B042411/Efatered Page0224f 55Ph1949D# D486 Exhibit(s) 19 Page 2 of 5

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: RODNEY J. LANDRENEAU, M.D. 11 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: Defense counsel objects. 21 22 DIRECT EXAMINATION 23 BY MS. CAPODICE: 24 Ο. Good morning, Dr. Landreneau. 25 Are you ready to start?

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Case 2:42-3:24/289KLP-D.Doc B6c19nerFiled107/B0/22411/E121/2red P021/320824f 155P1ag49D# D480 Exhibit(s) 19 Page 3 of 5

Landreneau, M.D., Rodney J.

September 18, 2023

44 BY MS. CAPODICE: 1 2 The next sentence of your report, you say Q. 3 that Tommy Rivet's father and brothers described 4 working around the cutting of wallboard performed by 5 Hopeman Brothers. б Do you see that? 7 Α. 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 Α. Yes. BY MS. CAPODICE: 15 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 Α. Yes. 22 BY MS. CAPODICE: 23 Q. In your opinion, was that exposure a 24 substantial contributing cause of his mesothelioma? 25 Object to form. DEFENSE COUNSEL: Lack of

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Case 2:4-3:24/280KLP-D.Doc B6c19nerFiled 07/B042411/E0142red P27/20424f 55PE1g49D# D430 Exhibit(s) 19 Page 4 of 5

Landreneau, M.D., Rodney J.

September 18, 2023

		45
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	
б	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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Case 24-324289KLP-D.Doc 186c19ner#il@d.07/80/2411/E0/@red 193/g80524f 15521g49D# D480 Exhibit(s) 19 Page 5 of 5

Landreneau, M.D., Rodney J.

September 18, 2023

		104
1	CERTIFICATE OF REPORTER	
2		
3	STATE OF FLORIDA	
4	COUNTY OF PINELLAS	
5		
6		
7	I, DENISE SANKARY, Registered Merit	
8	Reporter, do hereby certify that I was authorized	
9	to and did stenographically report the foregoing	
10	videotaped deposition of RODNEY J. LANDRENEAU,	
11	M.D.; pages 1 through 102; that a review of the	
12	transcript was not requested; and that the	
13	transcript is a true record of my stenographic	
14	notes.	
15	I FURTHER CERTIFY that I am not a	
16	relative, employee, attorney, or counsel of any	
17	of the parties, nor am I a relative or employee	
18	of any of the parties' attorneys or counsel	
19	connected with the action, nor am I financially	
20	interested in the action.	
21	Dated this 27th day of September, 2023.	
22		
23	1) 0 1 1 1	
24	DENISE SANKARY, RPR, RMR, CRR	
25	, <u></u> , <u></u> , <u></u> , <u></u> , <u></u>	

Henderson Legal Services www.hendersonlegalservices.com

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6B PARISH OF BIRTH							
JEFFERSON 6C NAME OF HOSPITAL OR	INSTITUTION						
MEADOWCREST H							•
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7B PARISH			7C STATE				7D ZIP CODE
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SA CADE QUE LONGI STALNA 7/30/24 19 ERTHEROMERON OF PERMIRECORD **CERTIFICATION OF DEATH** STATE FILE NUMBER: 2023-002-003 BIRTH NUMBER: DECEDENT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX) DATE OF BIRTH DATE OF DEATH ME OF DEATH /1957 01/27/2023 RIVET, TOMMY PAUL 10:55.PM SEX SOCIAL SECURITY NUMBER PLACE OF BIRTH - (CITY, STATE, COUNTRY) AGE NEW ORLEANS, LA UNITED STATES IALE 6365 **56 YEARS** 9283656 DECEDENT'S ALIAS NAME(S) - (LAST, FIRST, MIDOLE, SUFFIX) RESIDENCE OF DECEDENT - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) PARISHICOUNTY WITHIN CITY LIMITS? 1501 FILMORE ST., MORGAN CITY, LA 70380 UNITED STATES YES ST. MARY PERSONAL EVER IN U.S. ARMED FORCES? OCCUPATION INDUSTRY OF OCCUPATION TRANSPORTATION TRUCK DRIVER 40 MARITAL STATUS AME OF SURVIVING SPOUSE (LAST, FIRST, MIDDLE, SUFFIX) MARRIED MAYON, JANET FATHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY) FATHER/PARENT NAME + (LAST, FIRST, MIDDLE, SUFFIX) A ROSE, LA UNITED STATES RIVET, LIBBY ELOIE MOTHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY) MOTHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX) THIBODAUX, LA UNITED STATES TRUXELO, MARIE JULIE INFORMANT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX) RELATIONSHIP TO DECEDENT INFORMANT'S ADDRESS DAUGHTER 1633 CHESTNUT OR., MORGAN CITY, LA 70380 UNITED STATES RIVET. KAYLA EDUCATION: 8TH GRADE OR LESS OF HISPANIC ORIGIN7: NO, NOT SPANISH/HISPANIC/LATINO RACE: WHITE PLACE OF DEATH ACILITY NAME DEATH INFO PATIENT OCHSNER ST. MARY FACILITY ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) ARISHICOUNTY 1125 MARGUERITE ST., MORGAN CITY, LA 70380 UNITED STATES ST. MARY DISPOSITION METHOD OF DISPOSITION PLACE OF DISPOSITION IORGAN CITY CEMETERY BUFUAL PLACE OF DISPOSITION - (CITY, STATE, COUNTRY) DATE OF DISPOSITION MORGAN CITY, LA UNITED STATES 12/02/20/23 FUNERAL FACILITY NAME ADORESS OF FUNERAL FACILITY FUNERAL FACILITY ARGRAVE 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, JANEE I E2865 SIGNATURE OF FUNERAL DIRECTOR DATE 2/1/2023 MANNER OF DEATH NATURAL MEDICAL INFO NOT APPLICABLE F FEMALE? DID TOBACCO USAGE CONTRIBUTE TO DEATH? NO city caused the death. DO NOT enter terminal events such a ogy. DD NOT ABBREVIATE. APPROXIMATE INTERVAL. Onset to Death PART I. Enter the citain of events - diseases, injuries, or cardiac arrest, respiratory arrest, or ventricular fibrillation CAUSE OF DEATH - that di ng tine e UNK a. MESOTHELIOMA AMEDIATE CAUSE - (Final disease or condition resulting in death) b, By Ret conditions, if any, leading to the cause listed on line a. the UNDERLYING CAUSE (disease or injury that initiated the ٤. its resulting in death) LAST d PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I. INDINGS USED IN DETERMINING CAUSE? WAS AN AUTOPSY PERFORMED? NOT APPLICABLE NO PLACE OF INJURY DATE OF INJURY TIME OF INJURY NUURY AT WORK IF TRANSPORTATION INJURY INFORMATION ARISHICOUNTY LOCATION OF INJURY - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) DESCRIBE HOW INJURY OCCURED CERTIFY THAT I ATTENDED THE DECEDENT FROM 2/21/2022 TO 1/27/2023 AND THAT DEATH OCCURED ON THE DATE AND HOUR STATED AND DUE TO THE AUSE(S) AND MANNER STATED. CERTIFIER 1/30/2023 SIGNATURE OF CERTIFIER DATE CEFALU, WILLIAM CERTIFIER NAME - LAST, FIRST, MIDDLE, SUFFIX) CERTIFIER TITLE: CERTIFYING PHYSICIAN CERTIFIER ADDRESS . (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) 912 MARGUERITE ST., MORGAN CITY, LA 70380 UNITED STATES ARISH OF ISSUE DATE OF ISSUE DATE FILED WITH REGISTRAR BURIAL TRANSIT PERMIT 517205 ORLEANS 01/30/2023 2/1/2023 NADINE MIMS SMITH HONATURE OF REGISTRAR REGISTRAR issued On: 3/3/2023 11:52:32 AM ISSUED BY: Thibodeeux, English





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.

EXHIBIT

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ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE A

7. 1304	L2516018				BIRTH	-1978-055-00294
-	1A CHILD'S LAST NAME DANDRY				NO. 117.	-1978-095-00294
- 1	1B FIRST NAME				TC SECOND NAME	
1 -	2A BIRTH DATE	1			MICHELLE	
	1978		AE OF BIRTH	3 SEX FEMALE	4 NUMBER BORN SINGLE	5 BIRTH ORDER
	6A PLACE OF BIRTH (CITY, TOW MARRERO	N, OR LOCA	TION)	TERADE	DINGLE	
the second secon	6B PARISH OF BIRTH					
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-	WEST JEFFERSON G 7A RESIDENCE OF MOTHER (CI					
-	WESTWEGO	IT, TOWN, O	R LOCATION)			
	7B PARISH JEFFERSON		7C STATE			7D ZIP CODE
	7E STREET ADDRESS OF RESIDEN	CE	LOUIS	ANA		70094
E _	1318 EAST DRIVE					
	8A FATHER'S LAST NAME DANDRY JR					
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	MICHAEL 8D CITY AND STATE OF BIRTH (II	FNOT U.S., N			PETER	
_	LOUISIANA					
	8E AGE AT THIS BIRTH					
_	9A MOTHER'S MAIDEN NAME					
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	SUSAN				9C SECOND NAME	
	9D CITY AND STATE OF BIRTH (IF	NOT U.S., N	AME OF COUNTRY)			
	9E AGE AT THIS BIRTH					
	FILE DATE OCTOBER 26, 1978	DATE ISSU	ED 14, 2004			
	FILE DATE	DATE ISSU	ED DOOD			





CERTIFICATION OF BIRTH

3644970

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

BIRTH DATE

TIME OF BIRTH 1982 02:14 AM

SEX F

NUMBER BORN

BIRTH ORDER

1

BIRTH NO: 119-1982-012-00006

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

EXHIBIT

22

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



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 STATE REGISTRAR

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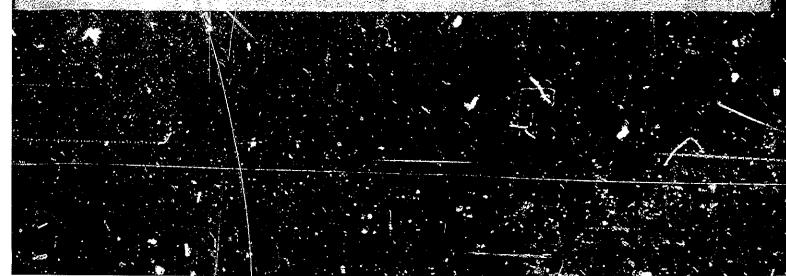
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1442 DEPOSITION HUNTINGTON INGALLS, INC. DANNY JOYCE

August 24, 2023

1

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



504 219-1993

Case 2:42-3:24/289K1LP-D.Doc B6:2:4nerFiled **107/B0/42H11/Efat/Ered P3/(30/22#f 159:24f) Des** Exhibit(s) 24 Page 2 of 6

1442 DEPOSITION HUNTINGTON INGALLS, INC. DANNY JOYCE

1 THE VIDEOGRAPHER: 2 We're now on the record. This is the 1442 of Huntington Ingalls, 3 4 Incorporated, through its 5 representative Danny Joyce. This 6 deposition is being held today at 1060 7 West Causeway Approach, in Mandeville, Louisiana, on August 24th, 2023, at 8 9 10:05 a.m. 10 DANNY JOYCE, a witness named in the above stipulation, 11 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: Okay. One objection good for 21 22 all? 23 MR. BELL: 24 Yes. 25 MR. MINYARD:

August 24, 2023

Case 242-324/289KLP-D.Doc 186624merHiled 07/8042411/Endered 197/80420824f 155P1a1g49D# D446 Exhibit(s) 24 Page 3 of 6

1442 DEPOSITION HUNTINGTON INGALLS, INC. DANNY JOYCE

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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

Case 2:42-3:24/289K1LP-D.Doc B6:2:4nelFiledL07/B04/21411/Elat/eredPad/204/24f 155PE1g49D# D444 Exhibit(s) 24 Page 4 of 6

1442 DEPOSITION HUNTINGTON INGALLS, INC. DANNY JOYCE

August 24, 2023

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speaking of installing a similar product prior 1 2 to Hopeman Brothers working at Avondale. EXAMINATION BY MR. CLEMENT: 3 4 Q. Okay. And there was another joiner company 5 Α. 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 other boards in living quarters of vessels 11 12 being built at Avondale main yard. 13 Ο. Okay. And I thought what's what you 14 meant --15 Α. That's right. 16 0. -- so let me get a further 17 clarification. 18 MR. BURG: I'm gonna just object to the 19 20 nonresponsive portion of that. 21 Go ahead. EXAMINATION BY MR. CLEMENT: 22 23 So, there's a certain point in time in 0. Avondale's history where Avondale is -- has its 24 25 own employees that's doing work with the

Case 2:42-3:24/289K1LP-D.Doc B6c2umenFiled 07/B042411/E12t/2red P27/32062aff 155P1a1g49D# D445 Exhibit(s) 24 Page 5 of 6

1442 DEPOSITION HUNTINGTON INGALLS, INC. DANNY JOYCE

August 24, 2023

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1 wallboard similar to what Hopeman was using.

2 Right?

3 A. Right.

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

8 A. That's my appreciation.

9 Ο. Okay. And is it your appreciation --10 well, strike that. You testified that in your understanding as a corporate representative for 11 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 Avondale owned and operated. 16 Is my 17 understanding correct? 18 MR. BURG:

19 Object to form.

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

Case 24-324289KLP-D.Doc 186:24meiffil@dL07/80//2411/El@t/@red 193//30//24f 159:24g 00//24f 159:24g 00//24f 159:24g 00//24f 159:24g 00//24f 159:24g 00//24f 00//

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1		
2	REPORTER'S CERTIFICATE	
3		
4	NOTE: This transcript certification is valid only when accompanied by my original	
5	signature over my state seal.	
6		
7	I, JOSEPH A. FAIRBANKS, JR., CCR, RPR,	
8	Certified Court Reporter in and for the State of Louisiana, as the officer before whom the foregoing was taken, do hereby certify:	
9	That the witness was sworn by me upon authority of R.S. 37:2554 and did testify as	
10	set forth in the foregoing pages; That said proceeding and testimony was	
11	reported by me in the stenotype reporting method, was thereafter transcribed and prepared	
12	by me or under my personal direction and	
13	supervision, and is a true and correct transcription to the best of my ability and	
	understanding;	
14	That this transcript was prepared in compliance with transcript format guidelines	
15	established by statute or by rules of the Board;	
16	That I am knowledgeable of the arrangements, financial and otherwise, with the	
17	person on entity arranging for reporting services, and that I have acted in compliance	
18	with the prohibition on contractural relationships as defined by the Louisiana Code	
19	of Civil Procedure Article 1434 and in rules and advisory opinions of the Board;	
20	That I am not related to counsel or to the parties herein, nor am I otherwise	and the little of the state of the
21	interested in the outcome of this matter.	Free and the second sec
22	1/A	Comparison .
23		
24	JOSEPH A. FAIRBANKS, JR., COR, RPR	
25	CERTIFIED COURT REPORTER #75005	
	JOHNS, PENDLETON, FAIRBANKS & FREESE	

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

Case 2/2-324/289KLP-D.Doc B6:25neifiled 07/80/2411/Eatered Page 0124f 85PE1949D# Desc Exhibit(s) 25 Page 1 of 8 BERTRAM CORNELIUS HOPEMAN - VOLUME 1

		Page 1
1	IN THE SUPERIOR COURT OF WHITFIELD COUNTY	
2	STATE OF GEORGIA	
3	JAMES HAROLD O'DONNELL, JR.) AND MARGARET WANDA O'DONNELL,)	
4	HIS WIFE	
5	VERSUS) NO. 13-CI 1767-B	
6	GEORGIA-PACIFIC, LLC,) INDIVIDUALLY AND AS)	
7	SUCCESSOR-IN-INTEREST TO) GEORGIA PACIFIC OPERATION; CBS)	
8	CORPORATION (F/K/A VIACOM,)	
9	INC., SUCCESSOR BY MERGER WITH) CBS CORPORATION F/K/A) WESTINGHOUSE ELECTRIC)	
10	CORPORATION); HOPEMAN) BROTHERS, INC.,; INTERNATIONAL)	
11	PAPER COMPANY, INDIVIDUALLY) AND AS SUCCESSOR BY MERGER)	
12	WITH CHAMPION INTERNATIONAL)	
13	CORPORATION, SUCCESSOR BY) MERGER WITH UNITED STATES)	
14	PLYWOOD CORPORATION; UNION) CARBIDE CORPORATION; AND JOHN) DOES NO. 1-10)	
15	,	
16	* * * * * * * * * * * * * * * * * * * *	
17	CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS	
18	STATE OF LOUISIANA	
19	JAMES CAPDEBOSCQ))	
20	VERSUS) NO. 14-4444) DIVISION F	
21	AVONDALE INDUSTRIES, INC.,) F/K/A NORTHROP GRUMMAN SHIP)	
22	SYSTEMS, INC., N/K/A) HUNTINGTON INGALLS)	
23	INCORPORATED, ET AL.)	
23 24	* * * * * * * * * * * * * * * * * * * *	
24		

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Exhibit(s) 25 Page 2 of 8

BERTRAM CORNELIUS HOPEMAN - VOLUME 1

Page 2 1 CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS 2 STATE OF LOUISIANA 3 ANNETTE LAPORTE AND MONIQUE) RIPP, INDIVIDUALLY AND ON) 4 BEHALF OF JOSEPH LAPORTE, JR.) 5 VERSUS)NO. 2012-6493) DIVISION "N" 6 HUNTINGTON INGALLS, INC.,) ET AL.) 7 8 9 CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS 10 STATE OF LOUISIANA 11 JOSEPH B. SAVOIE, JR.) 12 VERSUS)NO. 2014-08285) DIVISION "G" 13 PENNSYLVANIA GENERAL) INSURANCE COMPANY, ET AL.) 14 15 16 UNITED STATES DISTRICT COURT 17 EASTERN DISTRICT OF LOUISIANA 18 MICHAEL J. COMARDELLE)) 19 VERSUS)NO. 2:13-CV-06555) SECTION: "I"(5) 20 PENNSYLVANIA GENERAL) INSURANCE COMPANY, ET AL.) 21 22 23 24 25

Case 2/2-324/289KLP-D.Doc 186:25neiffiled 07/80/2411/Editered Rade 08/2411/Editered 08/24111/Editered 08/2411/Editered 08/24111/Editered 08/2411/Editered 08/24111/Editered 08/2411/Editered 08/2411/Editered 08/24111/Editered 08/24111/Editered 08/24111/Editered 08/24111/Editered 08/24111/Editered 08/24111/Editered 08/24111/Editered 08/24111/Editered 08/

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1	CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS	ruge 5
2	STATE OF LOUISIANA	
3	WAYNE J. CAMBRE)	
4) VERSUS)NO. 2013-10405)DIVISION "D"	
5	AVONDALE INDUSTRIES, INC.,) ET AL)	
6 7	******	
8	CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS	
9	STATE OF LOUISIANA	
10	REGINALD JONES)	
11	VERSUS) VERSUS)NO. 2014-06711)DIVISION "G"	
12	AMERICAN EMPLOYERS INSURANCE)	
13	COMPANY, ET AL)	
14		
15	VOLUME I	
16		
17		
18	VIDEO DEPOSITION OF BERTRAM CORNELIUS HOPEMAN	
19	TAKEN AT COURINGTON, KIEFER & SOMMERS, LLC	
20	650 POYDRAS STREET, 11TH FLOOR CONFERENCE ROOM	
21	NEW ORLEANS, LA 70130	
22	ON MONDAY, SEPTEMBER 22, 2014, AT 10:06 A.M.	
23	REPORTED BY: ANNA COATES, CCR, RPR	
24		
25		

Case 242-324/280KILP-D.Doc 186:25netRiled 07/80/2411/Editered Pords 04/24f 85PEg 49D# Deso Exhibit(s) 25 Page 4 of 8 BERTRAM CORNELIUS HOPEMAN - VOLUME 1

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	Page 24
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.

Case 2:4-3:24/289KILP-DJDbc 186:25neifilied 97/80/2/411/Elatered 197/30/324f 85Plag 49D# Dest

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Exhibit(s) 25 BERTRAM CORNELIUS HOPEMAN - VOLUME 1

Page 41 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 Α. Correct. 6 I'll get back into that a little bit Q. 7 When you started with Hopeman Brothers in later. 8 1964, was that in about June of 1964? 9 It was -- yes, it was right after Α. 10 graduated. I think we graduated early June. 11 Ο. It's my understanding, sir, when you 12 started with Hopeman Brothers, your classification 13 was a trainee? 14 Α. Correct. 15 And you were a trainee at a location Q. 16 called the Sun Shipbuilding and Drydock located in 17 Chester, Pennsylvania? 18 That is correct. Α. 19 So the jury understands, Chester, Q. 20 Pennsylvania is just right outside of 21 Philadelphia? 22 Α. That's correct. 23 Quite a large shipyard? Q. 24 It was a substantial shipyard. Α. Ιt 25 wasn't small. But compared to some in the

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Page 6 of 8

Exhibit(s) 25 BERTRAM CORNELIUS HOPEMAN - VOLUME 1

1 cut and install Marinite board during the 2 installation of that board aboard various vessels? 3 We cut and installed bulkhead panels. Α. 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 We'll talk about that in a second. Ο. 10 Α. Okay. 11 MR. COLE: Objection to form. 12 EXAMINATION BY MR. O'CONNELL: 13 Sir, you would agree with me that not Q. 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 And -- so repeat -- ask the question Α. 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?

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Exhibit(s) 25 Page 7 of 8

BERTRAM CORNELIUS HOPEMAN - VOLUME 1

Page 100 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 Α. Right. 8 Q. And have those products shipped to Wayne 9 Manufacturing Company in Waynesboro, Virginia? 10 Α. No, I did not know that. 11 Ο. When did you first come to that 12 realization, sir? 13 I don't remember. All honesty, I don't Α. 14 remember. 15 Fair enough. Was it before you became Q. 16 operational head of the company that you came to 17 that knowledge? 18 I don't remember that either. Α. Т 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.

Case 2/2-32/2/289KILP-D.Doc 186:25neiffiled 07/80/22411/Eat/ered Par/360/824f 185PE1949D# Dest Exhibit(s) 25 Page 8 of 8 BERTRAM CORNELIUS HOPEMAN - VOLUME 1

Page 287

REPORTER'S CERTIFICATE

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

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5 I, ANNA C. COATES, CCR, RPR, do hereby 6 certify that BERTRAM C. HOPEMAN, to whom the oath was administered, after having been duly sworn by 7 8 me upon authority of R.S. 37:2554, did testify as 9 herein above set forth in the foregoing 287 pages; 10 that this testimony was reported by me in the 11 stenotype reporting method, was prepared and 12 transcribed by me and is a true and correct 13 transcript to the best of my ability; that the 14 transcript has been prepared in compliance with 15 transcript format guidelines required by rules of 16 the board; that I have acted in compliance with 17 the prohibition on contractual relationships, as 18 defined by Louisiana Code of Civil Procedure 19 Article 1434 and in rules and advisory opinions of 20 the board; that I am not related to counsel or the 21 parties hereto, nor am I otherwise interested in 22 the outcome of this matter. 23 NC 24 ANNA COATES, CCR, RPR 25 LOUISIANA CCR NO. 97018

Case 242-324289KLP-D.Doc 186:2601e1File207/B042411/Elatered 127(30124f 35Pag49D# D455 Exhibit(s) 26• Page 1 of 8 1 IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI 2 3 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 INSU! 11 COMPANY, ET AL DEFENDANTS 12 ť 13 14 DEPOSITION 15 . OF 16 DAVID E. BALDWIN 17 Taken on behalf of the Plaintiffs 9:10 a.m., Thursday, September 6, 1990 18 Before 19

_Elizabeth Bost Simpson, CSR

20

21

22 .

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COAST-WIDE REPORTERS Court Reporters Post Office Box 95 Biloxi, Mississippi 39533-0095 (601) 374-5066 (601) 875-8091

EXHIBIT

26

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Case 3:24-32/38/KLPDJR 0686-26en Filed 07/30/241/1Entered 07/30/24815:11:49# 1988 Exhibit(s) 26 Page 2 of 8

5

1. DAVID E. BALDWIN, 2 having been produced and first duly sworn, testified as 3 follows: MR. LOMAX: I'd like to make a statement for the 4 record that I have reviewed Mr. Williams' response to 5 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.

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

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

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

$\begin{array}{c} C_{3} = 22432428 + 14P_{DJ} P \circ D_{8} = 16007 + 16007 + 1729 + 17$

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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.

Case 24-32428-KLP Doc 86-26 Eiled 07/30/24 Entered 07/30/24 15:11:49 Des Case 3:24-cv-00717-DJN Docuexhibit(s) 26File age 1/4-27-8 Page 4 of 8 PageID# 1458

13 1 Α. I can't -- I named one already. All right. 2 Ο. Α. Post-formable decorative laminates. 3 Q. Okay. 5 Α. I named the other one, fire-retardant decorative laminates. 6 Did they ever -- were they ever assigned a trade 7 Ο. name? 8 9 Α. Micarta. 10 Do each one of those two materials carry the 0. name Micarta, trade name? 11 12 Α. Yes. 13 Q. What is the difference between the -- is there a distinction between the trade name of fire-retardant 14 15 decorative laminate or post-formable decorative laminate? Yes. 16 Α. 17 Tell me the difference. Ο. 18 They are entirely different products for Α. 19 different applications. Describe the difference. 20 0. The post-formable decorative laminate is 21 Α. 2 · designed such that after fully curing, full manufacturing, 3 can be reheated and softened enough to take a modest bend, such as on the edge of a kitchen-sink countertop. 4 The fire-retardant decorative laminate was 5

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l	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

COAST-WIDE REPORTERS

Case 32432428-KLPDJR00586-26enFiled07/30/241/Enterech07/30/2415-112-00 Exhibit(s) 26 Page 6 of 8

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have sold --1 Q. Yes, sir. 2 -- I have to make that "would we have sold," 3 Α. because I do not have memory of that far back of the 4 actual sales to any specific company. The sales would 5 have been to a fabricator who would be fabricating panels б 7 for the same markets that U.S. Plywood looked at but possibly other markets where fire retardancy might be an 8 9 advantage. 10 Q. Name some of those markets that you would visualize that the product Micarta -- fire-resistant 11 12 Micarta would be used in. 13. Α. 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 mentioned ships and railcars, buses. Applications of that 16 17 type. 18 And you don't recall any of those buyers outside Q. 19 of U.S. Plywood? 20 No, I do not. I just don't remember. Α. 21 Does the corporation or company Setter 0_ 22 Brothers -- are you familiar with that company? 23 Yes, modestly so. Α. What was the association of Setter Brothers, as 24 Q. 25 you understand it, with U.S. Plywood?

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	46
l	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.
_5	— — —

Case 24-32428-KLP Doc 86-26 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Case 3:24-cv-00717-DJN Documentbil(2)26Eileplate/32/34 Dage 9:669-Beger 9:6

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1	CERTIFICATE
2	STATE OF MISSISSIPPI
3	COUNTY OF HARRISON
4	I, Elizabeth Bost Simpson, CSR, Freelance Court
5	Reporter and Notary Public, duly commissioned for the
6 .	County of Barrison, State of Mississippi, do hereby
7	certify:
8	That on the 6th day of September, 1990, there
9	appeared before me DAVID E. BALDWIN, who was sworn and
10	examined to tell the truth, and that the preceding 147
11	typewritten pages contain a full, true and correct copy of
12	my stenotype notes and/or electronic tape recording of the
13	testimony of DAVID E. BALDWIN.
14	That the witness has reserved the right to read
15	and sign the deposition.
16	That I am not related to or in anywise
17	associated with any of the parties to this cause of
18	action, or their Counsel, and that I am not financially
19	interested in the same;
20	IN WITNESS WHEREOF, I have hereunto set my hand,
21	this the 17th day of September, 1990.
22	Alight by Drain
23	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.



B

MISSISSIPPI 228.222.4549 LOUISIANA 504.908.5418 ſ

 GARY JENKINS, 530 West McClellan Street, Ponchatoula, Louisiana 70454, a witness after having been first duly sworn by the above-mentioned court reporter, was examined and testified as follows: EXAMINATION BY MR. HOSKINS: Q. Mr. Jenkins, would you state your full name and address for the record, please? 	9
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	
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	
<pre>5 reporter, was examined and testified as 6 follows: 7 EXAMINATION BY MR. HOSKINS: 8 Q. Mr. Jenkins, would you state your</pre>	
<pre>6 follows: 7 EXAMINATION BY MR. HOSKINS: 8 Q. Mr. Jenkins, would you state your</pre>	
7 EXAMINATION BY MR. HOSKINS: 8 Q. Mr. Jenkins, would you state your	
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 file	d
15 by Wayne St. Pierre. So that's our fundament	al
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 question	IS.
22 The court reporter will take down the question	ns
23 and whatever your answers are verbatim and in	1
24 the end she will produce a booklet which	
25 contains the verbatim transcript of these	



Case 24-324/289KLP-D.Doc 186c2i7nerFiiled:07/80/2411/Editered 193/g80/324f 135P1a1g49D# D466 Exhibit(s) 27 Page 3 of 8

		13		
1	Q.	You graduated there in '61. Where		
2	did you go	to college?		
3	Α.	Wittenberg University. It's in		
4	Springfiel	d as well.		
5	Q.	And what did you study?		
6	Α.	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 associa	ate's degree?		
11	Α.	No, I did not.		
12	Q.	No degree of any kind?		
13	A.	No.		
14	Q.	What year did you start and stop?		
15	Α.	'62, '64.		
16	Q.	Were you ever in the military?		
17	Α.	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	Α.	I worked at the Champion Company in		
	·			

LOUISIANA 504.908.5418 GUUTREPORTING

MISSISSIPPI 228.222.4549

31 1 which you saw Mr. St. Pierre? 2 Α. No. That's been too long ago. And I take it the same answer would 3 Ο. 4 be true with respect to such vessels with insulation already installed? 5 Α. Yes. 6 7 Ο. 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 which you saw Mr. St. Pierre aboard a vessel in 11 proximity to craftsmen that were cutting and 12 installing or installing insulation products? 13 I can't say that I did specifically, 14 Ά. 15 vou know. 16 What about -- I'm sorry. Q. 17 Ά. I know that type work was going on. And just like I was, he was on the ships. 18 T 19 don't remember anything specifically, no. 20 What about craftsmen cutting and Ο. 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 No, I couldn't say that I have seen Α.



MISSISSIPPI 228,222,4549

I know it goes on and he, as I would 1 that. 2 have, would have been around that type thing. 3 0. Are you able to identify any insulation products that were aboard those 4 5 vessels? I know Keylo blocks and blanket 6 Α. We in our department monitored the 7 insulation. 8 joiner contractor and they were responsible for 9 the fire insulation, thermal insulation, and things of that nature. And, of course, the 10 wallboard and all the finishes. 11 12 Who was that contractor? Q., 13 Α. 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 installing wallboard? 17 18 MS. MOORE: 19 Objection. Asked and answered. 20 BY MR. HOSKINS: Go ahead and answer. 21 ο. 22 Α. Did I -- Would you rephrase it, say 23 that again, please? I'll try. 24 Ο. 25 Okay. Was I on a ship --Α.

LOUISIANA 504.908.5418 GUITREPORTING

MISSISSIPPI 228.222.4549

34 1 actually do it. 2 Q. Could it be Kaylo? 3 That could be. Α. Do you know who manufactured Kaylo? 4 Ο. That might be it. 5 Α. I do not. Kaylo. When you encountered aboard these 6 Q. 7 vessels workmen cutting and installing pipe covering and block insulation, was that a did 8 9 dusty process? Did that generate dust? 10 Α. It did. When you went onboard or were going 11 Q. to go aboard vessels. Did you wear any 12 13 protective clothing? 14 Α. No. Do you recall seeing Mr. St. Pierre 15 Ο. 16 in overalls as opposed to street clothes aboard 17 a vessel? We weren't smart enough in those 18 Α. No. 19 days to do that. 20 On those occasions when you saw the Q. 21 joiner contractor's employees cutting and 22 installing wallboard, was the cutting of that 23 wallboard a dusty process? 24 Α. Yes. Because they had to use a saw, 25 a hand saw to cut perhaps for a socket or



MISSISSIPPI 228.222.4549

95 1 EXAMINATION BY MS. ROUSSEL: 2 I have a couple more questions. Ο. You 3 talked about the board that Hopeman was using as having a melamine finish. 4 Do you know if 5 that board was called Micarta board? 6 Α. Micarta, yes. 7 MR. BROWN: 8 Object to the form of the 9 question. 10 THE WITNESS: 11 Yes, it was. BY MS. ROUSSEL: 12 Now, you said when you would have to 13 Ο. 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 Α. Yes. Well, we had --This may be too much detail. But they had composite 19 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 When you were in the engine room Q.

LOUISIANA 504.908.5418 GUGREPORTING

MISSISSIPPI

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REPORTER'S CERTIFICATE 1 2 3 I, MARY E. NELSON, CCR, CERTIFIED COURT REPORTER in and for the State of 4 Louisiana, do hereby certify that the 5 aforementioned witness, after having been first 6 7 duly sworn by me to testify to the truth, did 8 testify as hereinabove set forth. 9 That said deposition was taken by me 10 in computer shorthand and thereafter transcribed under my supervision, and is a true 11 and correct transcription to the best of my 12 13 ability and understanding. I further certify that I am not of 14 15 counsel, nor related to counsel or the parties 16 hereto, and am in no way interested in the 17 result of said cause. 18 19 OFFICIAL SEAL MARY E. NELSON 20 Certified Court Reporter and for the State of Louisiana felson, CCR ficate Number 79009 21 Pertificate expires 12-31 mminnini, francing of the sugar 22 MARY E 23 NELSON, CCR CERTIFIED COURT REPORTER 24 25 LOUISIANA 504.908.5418 GULTREPORTIN MISSISSIPPI

Case 2/2-32/42/89K11P-D.Doc 186:2801emilec207/B0/22411/Elatered 1927/80/24f 115Plage10 # Dest Exhibit(s) 28 Page 1 of 4 1 24TH JUDICIAL DISTRICT COURT 2 PARISH OF JEFFERSON 3 4 GERTIE B. GOODMAN, ET AL NO. 365-627 5 -vs-DIVISION "J" 6 AVONDALE INDUSTRIES, INC., * 7 ET AL 8 9 10 11 TELEPHONE DEPOSITION OF MR. KENNETH C. WOOD, 12 taken by PLAINTIFFS, pursuant to notice, at the 13 law offices of Gertler, Gertler and Vincent, 14 127-129 Carondelet Street, New Orleans, 15 Louisiana 70130, on October 22, 1991. 16 17 18 19 20 **REPORTED BY:** Paul W. Williams, C.S.R. 21 PAUL W. WILLIAMS, INCORPORATED Certified Shorthand Reporters 22 3200 Ridgelake Drive, Suite 302 Metairie, Louisiana 70002 Telephone: (504) 832-0937 23 24 25 (HIBIT

Case 32432428-K17PDJR00286-28 en File 207/36/241/Entered 67/30/2445-24 89 26 89 24 8

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ĺ	Exhibit(s) 28 Page 2 of 4		
		13	

1	All right; usual stipulations?
2	MR. STAINES:
3	Yes, subject to the two
4	stipulations I just made, yes.
5	MRS. ROUSSEL:
б	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	A2132.
22	Q. And your driver's license number?
23	A. Just a moment; 4668820.
24	Q. What's your phone number?
2 5	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
б	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.

Case 3.24-32428-KLP, Doc 86-28, Filed 07/30/24, Entered 07/30/24, 15:11:49, Desc Exhibit(s) 28 Page 4 of 4

	263
1	<u>C E R T I F I C A T E</u>
2	ı
3	
4	I, PAUL W. WILLIAMS, Certified
5	Shorthand Reporter in and for the State of
6	Louisiana, do hereby certify the above and
7	foregoing is true and correct as taken by me on
8	October 22, 1991.
9	
10	
11	
12	PAUL W. WILLIAMS
13	
14	WITNESS'S CERTIFICATE
15	I have read the above and foregoing
16	testimony given by me, and the same is true and
17	correct, subject to the attached changes, if
18	any.
19	
20	
21	
22	KENNETH C. WOOD
23	
24	
25	. —

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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



Case 3.24-32428-KLP JN P06.86-29 Filed 07/30/241/1Entered 07/30/24 15:11:49 1Desc Exhibit(s) 29 Page 2 of 6

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 STIPULATIONS AND WAIVE ALL OBJECTIONS EXCEPT AS TO FORM AND 6 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 BY MR. VINCENT: 18 19 OKAY, MR. BOURGEOIS. Q. 20 Α. YES, SIR. 21 Q. JUST STATE YOUR ADDRESS FOR ME. 22 2003 SAN PASQUAL COURT, LEMON GROVE, Α. 23 CALIFORNIA. 24 Q. AND WHAT IS YOUR FULL NAME? 25 MORGAN JOSEPH BOURGEOIS. Α.

Case 3.24-02-00717-DJN 0 6.86-29 Filed 07/30/24 1/1 Entered 07/30/24 15:11:49 $_{124}$ 10 1 29 Page 3 of 6 Page 3 o

1 Α. 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 THAT'S RIGHT. WELL, I WOULDN'T SAY NOT AT Α. 7 ALL, BUT VERY LITTLE. BECAUSE WE STARTED FROM THE 8 BEGINNING OF THE SHIP UNTIL THE END OF THE SHIP. 9 NOW, THE PROCESS WE ARE DISCUSSING HERE IN ALL Q. THESE AREAS OF THE SHIP, THIS IS PART OF THE NEW 10 CONSTRUCTION OF A SHIP; IS THAT CORRECT? 11 12 Α. YES. 13 SO IF I DON'T ASK YOU TO ISOLATE ON PARTICULAR 0. 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 Α. YES. 19 NOW, DURING THIS NEW CONSTRUCTION ACTIVITY, IN Q. 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 Α. YES. Q. WOULD THERE BE ANY AREAS OF THIS SHIP WHERE 24 25 THE HOPEMAN EMPLOYEES WOULD BE WORKING ALONE OR IN

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1 ISOLATION DOING THEIR JOBS WITH NO OTHER TRADES AROUND? 2 YES. Α. 3 Q. AND WHAT PARTS OF THE SHIP WOULD THAT OCCUR? 4 THAT COULD OCCUR IN THE LAUNDRIES, THE LITTLE Α. 5 LOCKERS, THE CARPENTER SHOP, MACHINE SHOP, 6 OKAY. MR. BOURGEOIS, WOULD YOU, AS MR. Ο. 7 GOODMAN'S SUPERVISOR, ALSO TRAVEL THESE AREAS OF THE SHIP 8 WHERE THE SHEET-METAL CREW WAS DOING THEIR WORK? 9 Α. CONTINUOUSLY. 10 Q. SO MR. GOODMAN WAS SUPERVISING THE SHEET-METAL 11 CREW AND YOU WERE SUPERVISING MR. GOODMAN? 12 Α. IN A WAY OF SPEAKING, YES. 13 0. SO WOULD YOU SPEND A FAIR AMOUNT OF YOUR OWN 14 TIME, BETWEEN 1965 OR '66 UNTIL 1972, IN THE ENGINE ROOM 15 YOURSELF? YES, SIR. 16 Α. 17 AND WAS IT OUITE FREQUENT WHEN YOU WERE IN THE 0. ENGINE ROOM THAT YOU WOULD OBSERVE MR. GOODMAN AND HIS CREW 18 19 THERE DOING THEIR WORK? 20 Α. YES, SIR. 21 NOW, IN THE ENGINE ROOM, WHEN YOU OBSERVED MR. Q. 22 GOODMAN AND HIS CREW PERFORMING THEIR SHEET-METAL WORK, 23 WERE THERE OTHER TRADES ALWAYS AROUND DOING THEIR WORK? 24 YES, SIR. Α. 25 AND CAN YOU TELL ME WHAT OTHER TRADES AND Q.

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CRAFTS OR ACTIVITY WAS GOING ON IN THE ENGINE ROOM WHILE 1 THEY WERE DOING THEIR WORK, WHILE THE SHEET-METAL CREW WAS 2 3 DOING ITS WORK? 4 THEY'D HAVE SHIPFITTERS, THEMSELVES, Α. 5 ELECTRICAL, PIPE PEOPLE. 6 A VOICE: COULDN'T HEAR THAT. 7 MR. STAINES: PIPE PEOPLE. 8 PIPE FITTERS, VENTILATION, SHIP MACHINISTS, Α. SHIPYARD INSULATORS, CLEANUP PEOPLE, TOUCH-UP PAINTERS, 9 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 Α. YES. THAT'S CLEANUP PEOPLE AND SCAFFOLDING PEOPLE? 17 Q. YEAH, PUT UP SCAFFOLD AND CLEAN UP THE DEBRIS. 18 Α. THAT'S -- RIGHT NOW, ON THE TOP-OF-MY-HEAD, YEAH. 19 20 NOW, THESE APPROXIMATELY NINE OTHER TRADES OR Q. CRAFTS, WOULD THESE HAVE BEEN AVONDALE EMPLOYEES? 21 YES, SIR. 22 Α. 23 WITH REGARD TO THE SHIPYARD INSULATORS, ARE 0. 24 YOU TALKING ABOUT FIBERGLASS-TYPE INSULATION, THAT YOU SPOKE OF EARLIER, OR ARE YOU TALKING ABOUT 25

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:

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 Normager, 1991.

CERTIFICATE OF LIVE BIRTH

BIRTH NO. 119-1988-007-006

LB Page9D

Di

	A A CHILD/CLACT MANAG	1. 1. 1. Jack 3 7 23 4 1	MOL W. C. S.			and the second second
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EXHIBIT 5

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

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

Case 2:4-3:24/289K LP-D. Doc 186:30ne Hile 2:07/80/2/411/Elatered 193/3:01/24f 1/5P/alg 49D# D482

Exhibit(s) 30 Page 1 of 7

NUMBER: 90-1877

DOCKET NO.

MYRTLE MOULLIET CHAISSON, ET AL.

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

DIVISION "B"

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 Woofter Post Office Box 4449 Charleston, WV 25364 340-1020 / 1-800-752-7064



EXHIBIT

If you all have something to say MS. TRAHAN: 1 2 or an objection, you all might want to say your names after or before so the court reporter can get everything straight. 3 BY MS. TRAHAN: 4 5 0 Mr. Hopeman, my name is Jill Trahan, like I've said, and I represent the Plaintiff's families. 6 Basically, I'm going to be asking you questions. If you 7 8 don't understand my question, please ask me to rephrase it. If you need to take a break, just let us know and we'll take 9 Have you ever given a deposition before? 10 a break. 11 Α Yes. How many depositions have you given? 12 Q 13 Α One. And what was that in connection with? 14 Q To the best of my recollection I gave one. 15 Α 16 It was a case -- an employment case. 17 MS. PLUNKETT: We can't hear that, Jill. THE WITNESS: It was an employment case. I 18 gave one deposition, it was an employment case. 19 BY MS. TRAHAN: 20 Did it have anything to do with asbestos? 21 Q 22 Α No, not at all. Mr. Hopeman, can you state your full name, 23 Q 24 please? 25 Yes, Bertram Cornelius Hopeman. Α 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 insulators that you saw? 3 4 MS. TRAHAN: No. 5 MS. PLUNKETT: Then I object to the form. BY MS. TRAHAN: 6 7 Q Do you remember what types of crafts were in the engine room working? 8 9 There were a great many crafts in the engine Α 10 If you'd like me to try to list them, I will, but I room. can't guarantee that I have them all. 11 There were 12 electricians, welders, pipe fitters, insulators, duct 13 people, machinists --MS. PLUNKETT: Mr. Hopeman, I'd just like to 14 15 qualify, these were all crafts that were working in the 16 engine room at the same time Hopeman Brothers' employees were working in the engine room? 17 That's not what I asked. 18 MS. TRAHAN: 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. Secondly, we did very -- at Sun Ship we did very 23 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 progressing. The question was, did I ever go in the engine 26

66 Specifically who, what person was in charge 0 1 of creating it? 2 Mr. Peters, Mr. Johnson and certain yard Α 3 superintendents. 4 Do you know which yard superintendents? 5 0 There may have been others, but those are the Α 6 ones I knew about. I know that -- I wasn't a yard 7 superintendent, but myself and Mr. McCann and after him, Mr. 8 Hunter who took over after Mr. McCann retired. Those two 9 and Mr. Woods at Avondale. I know that they were all 10 11 involved. So Mr. McCann was working on it at Sun Ship 12 Q Building and Mr. Wood was working on it at Avondale? 13 Mr. McCann and Mr. Hunter. I don't remember 14 Α exactly when Mr. McCann retired. He was there when I first 15 came and he retired a year or two or three later and Mr. 16 Hunter took over. Yes, they would have been working on it 17 at Avondale, right or at Sun Ship as the case may be. 18 Were the panels cut by skill saws? Q 19 Skill saws and I'm going to call them hole 20 Α cutting saws, I know this cannot be picked up by the thing, 21 but the blade goes -- it's a little blade and it goes up and 22 down on a hand held saw and you can cut little circles with 23 it. 24 A jiqsaw. 25 MR. PLAUCHE: THE WITNESS: Yeah, like a jigsaw. I can't 26

I don't believe so. I can't answer that with 1 Α a firm thing, but I don't believe so, my guess is it didn't. 2 In your experience in visiting Avondale 3 0 Shipyards, we went into this to some degree before. Is it 4 5 your recollection that Hopeman Brothers' employees on occasion would be doing work in the engine rooms adjacent to 6 or working side by side with Avondale workers from various 7 8 crafts? 9 Α Yes. 10 Was it your experience, also, that there were 0 11 Avondale employees who would be doing work in the quarters that were being rigged by Hopeman Brothers and doing 12 13 miscellaneous tasks at the time that Hopeman Brothers' 14 people were doing their work? 15 Α Yes, sometimes there wasn't some 16 miscellaneous, but yes. 17 Why the qualifications? 0 18 Α Well, you said during miscellaneous tasks, 19 sometimes they were doing their work because they hadn't gotten out of our way, but yes, frequently they were working 20 21 together. They were working on their work and we were 22 working on ours. I want to go through one more time, at least 23 0 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 Reporter and Notary Public Court

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 _____

Case 2	2-324/289KLP-D.Doc 186c3/meiffile: 0207/8042411/Entered 1924/30124f 25Pb1949D# D480 Exhibit(s) 31 Page 1 of 8
1	24TH JUDICIAL DISTRICT COURT
2	PARISH OF JEFFERSON
3	STATE OF LOUISIANA
4	* * * * * * * * * * * * * * * * * * * *
5	DOUGLAS R. ABADIE, ET AL
6	NO. 424-010
7	DIVISION "J"
8	METROPOLITAN LIFE INSURANCE COMPANY, ET AL
9	THIS PLEADING APPLIES ONLY TO THE CASE OF ROLAND J. PARR, DECEASED
10	* * * * * * * * * * * * * * * * * * *
11	ALSO ALFRED LEE NO. 457-354
12	
13	COPY
14	
15	Deposition of MR. WILLIAM H. BOOTH, taken
16	by Defendants, pursuant to notice, at the
17	LaQuinta Inn, 794 East I-10 Service Road,
18	Slidell, Louisiana 70461, on August 31,
19	1994.
20	
21	
22	
23	REPORTED BY: PAUL W. WILLIAMS, CCR
24	CERTIFIED SHORTHAND REPORTER
25	STATE OF LOUISIANA
	8525 North Causeway Boulevard

Suite 632 P.O. Box 8745 Metairie, Louisiana 70011-8745

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Case 242-324289KLP-D.Doc 186631merHiled 07/8042411/Elatered 1930/20124f 85P1a1g49D# D490 Exhibit(s) 31 Page 2 of 8

	7
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 <u>Parr</u> and <u>Lee</u> 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
•	

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	2.8
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?
	·
	9825 North Concerner Boulevord

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Case 2:4-3:24/289KILP-D.Doc 186:31meifilie:02:07/80:62/411/El2t@red 1927/30:424f 135P1atg 49D# D49@	2

Exhibit(s) 31 Page 4 of 8 29 (Witness nods head Α. 1 affirmatively). 2 Is that correct? 3 0. Α. That's right. 4 Now, as far as Avondale is ο. 5 concerned, was all of your work at 6 Avondale at the Main Yard? 7 (Witness nods head Α. 8 affirmatively) yes. 9 The yard right along the 0. 10 River by the Huey P. Long Bridge? 11 Α. Main Yard, yes. 12 You never worked at the 13 Q. Harvey Canal Yard --14 Α. No. 15 -- or Belle Chasse or Q. 16 anything like that? 17 Α. No. 18 Let's talk only Okay. ο. 19 about your Avondale employment -- I mean 20 your employment for Hopeman Brothers at 21 Avondale Shipyards. 22 Do you remember the names 23 of any of your supervisors or foremen at 24 Hopeman Brothers during that time? 25

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[bit(s) 31 Page 5 of 8 4 4
1	negatively) n	no, I sure don't.
2	MRS.	GREHAN:
3		That's all the questions I
4	have.	
5	EXAMINATION E	BY MR. SMITH:
6	Q.	This wallboard that you
7	talked about	and bulkhead board, did that
8	have to be cu	ıt?
9	Α.	Yes.
10	Q.	How did you saw it?
11	Α.	Skil-saw.
12	Q .	Skil-saw?
13	Α.	Yes.
14	Q.	Did the saw have a vacuum
15	on it?	
16	Α.	No.
17	Q.	You never saw a saw with a
18	vacuum on it?	
19	Α.	No.
20	Q.	Was it a dusty process when
21	you cut the h	board?
22	Α.	Yes.
23	Q.	Was it heavy dust, like
24	sawdust, or d	lust like powder?
25	Α.	More like a powder.
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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.
15	Q. Which is in the bulkheads?
17	A. Yes well, your
18	compartment where you are putting it up.
10	Q. Okay, what compartments?
	A. Whoever which one you are
20	working on.
21	
22	
23	much about a ship, so if you could, tell
24	me the different compartments.
25	A. Well, compartments are in a
	9526 North Causerin Baulanad

C -1 -. ~

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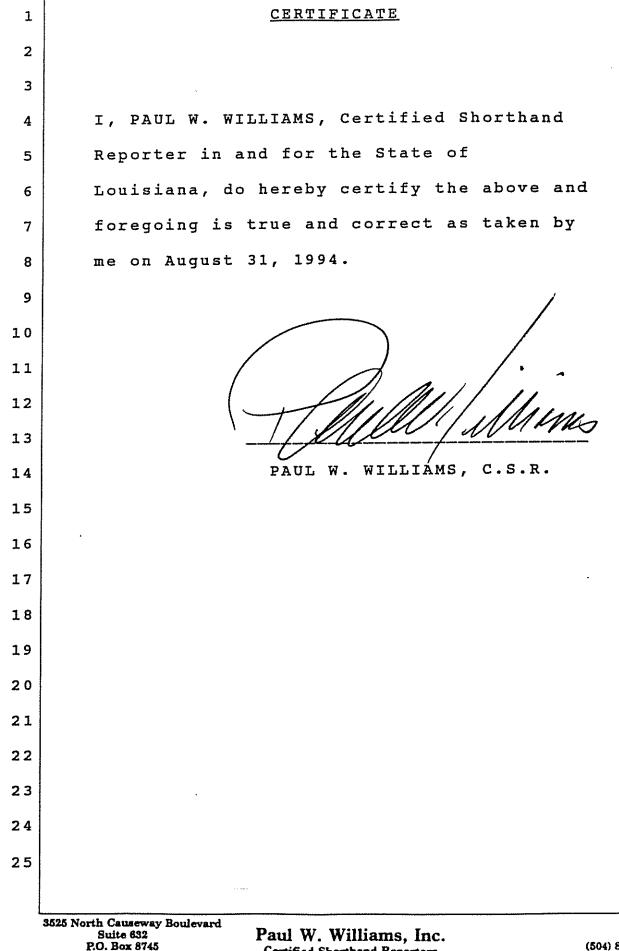
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Case 2:42-3:24/289KILP-D.Doc 186:3:1nelFile(2:07/80/22411/Eat/er/ed Poar/3:07/24f 35P:a:g49D# D495 Exhibit(s) 31 Page 7 of 8

46 ship kind of like a motel room or hotel 1 2 room. So you think they 3 Q. Okay. were living quarters? 4 Yes. Α. 5 Were other crafts in the Q. 6 immediate vicinity when you cut the board? 7 Yes. Α. 8 Did they have any kind of 9 Q. kiosk or thing that was enclosed with wood 10 or plastic where you cut the board or was 11 it in an open area? 12 Α. Open area. 13 MR. SMITH: 14 That's all I have. Thank 15 you. 16 EXAMINATION BY MR. BRASFIELD: 17 Have you ever heard of U. Q. 18 19 S. Rubber Company? Did you hear me okay? 20 Yeah, but I don't recall Α. 21 it. 22 Have you ever heard of ο. 23 24 UniRoyal? Yes. 25 Α. 3525 North Causeway Boulevard Suite 632

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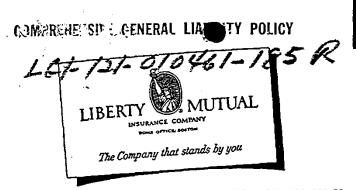
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10 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	DECEDENT'S NAME + (LAST, FIRST, MIDDLE, SUFFIX)	DATE OF BIRTH	DATE OF DEATH	R. C. Land	TIME OF DEATH		
		1953	11/05/2023 SOCIAL SECURIT	MIMBER	04 00 PM AGE		
F0004	PLACE OF BIRTH - (CITY, STATE, COUNTRY) NEW ORLEANS, LA UNITED STATES	SEX	SOCIAL SECURI		TO YEARS		
53061	DECEDENT'S ALIAS NAME(S) - (LAST, FIRST, MIDDLE, SUFFIX)	ON CONTRACT	4.5000.200	dell'house	285 BEL		
	RESIDENCE OF DECEDENT - (STREET ADDRESS, CITY, STATE,	ZIP CODE, COUNTRY	250.202	WITHIN CITY LIMITS			
DEDEONAL	2913 PRITCHARD DR., MARRERO, LA 70072 UNITED STATES EVER IN U.S. ARMED FORCES?	YES OCCUPATION INDUSTRY OF OCCUPA			JEFFERSON		
PERSONAL	NO	in the second by the second					
	MARITAL STATUS	BUILDING MAINTE			FIRST, MIDDLE, SUFFIX)		
	DIVORCED				Charles States		
	FATHER PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX)	FATHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY)					
	DANDRY SR , MICHAEL	MARRERO, LA UNITED STATES					
	MOTHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX)	MOTHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY)					
	MISTRETTA, MARY INFORMANT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX)		UNKNOWN, LA UNITED STATES RELATIONSHIP TO DECEDENT INFORMANT'S ADDRESS				
	CONSTANZA, ERICA	the set of	ADULT DAUGHTER 1465 E. SEGO LILY CT., LAYTO STATES				
	EDUCATION. SOME COLLEGE CREDIT, BUT NO DEGREE	STATES					
	OF HISPANIC ORIGIN?: NO, NOT SPANISHHISPANICAATINO						
	RACE WHITE						
DEATH INFO	PLACE OF DEATH FACILITY NAME						
	DECEDENT'S HOME FACILITY ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP COL	DE. COUNTRY)	A State of a say	The second of the	PARISHICOUNTY		
	2913 PRITCHARD RD., MARRERO, LA 70072 UNITED STATES			and and and and	JEFFERSON		
DISPOSITION	METHOD OF DISPOSITION	PLACE OF DISPOSITION					
	CREMATION				ELL & SON CREMATORY		
	PLACE OF DISPOSITION - (CITY, STATE, COUNTRY) COVINGTON, LA UNITED STATES				DATE OF DISPOSITION		
NERAL FACILITY	FUNERAL FACILITY NAME	ADDRESS OF FUN	ERAL FACILITY	The Party of	Variantine in an		
	NEW ORLEANS FUNERAL AND CREMATION SERVICE	9200 1-10 SERVICE	RD. , NEW ORLEANS.	LA 70127 UNITED STA	TES		
	NAME OF FUNERAL DIRECTOR (LAST, FIRST, MIDDLE, SUFFIX)			CORONER NOTIFIED			
	MAGEE, LORANZO	U1755	U1755 Y		Part and the state		
	SIGNATURE OF FUNERAL DIRECTOR	122 144	DATE				
	e-sign MANNER OF DEATH	NATURAL	12/20/2023				
MEDICAL INFO	IF FEMALE?						
	DID TOBACCO USAGE CONTRIBUTE TO DEATH?	NOT APPLICABLE NO					
CAUSE OF DEATH	PART 1. Enter the chain of events - diseases, injunes, or complications - that directly caused the death. DO NOT enter terminal events such as APPROXIMATE INTERVAL:						
	cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etology. DO NOT ABBREVIATE. Onset to Death IMMEDIATE CAUSE - (Final disease or condition resulting in death) a. DYSPHAGIA WITH NO ORAL INTAKE 1 WEEKS						
		and the second	TO MALIGNANT ASCIT	ES	1 MONTHS		
	Sequentially list conditions, if any, leading to the cause listed on line a	the second second second		16 m Salaria -	a la Brand - to a -		
	Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	C. MESOTHELIOMA	C. MESOTHELIOMA WITH MALIGNANT PLEURAL EFFUSION 6 MONTHS				
		d.	and the state	C. Martin	1 SHALLAN		
	PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.						
	and the second second second second	De la come		A S. A. B. B.	Mar Strand		
	WAS AN AUTOPSY PERFORMED?	State State		DETERMINING CAUS	E?		
Carpender La		DATE OF INJURY	NOT APPLICABLE	INJURY AT WORK	IF TRANSPORTATION		
INJURY INFORMATION		UNIC OF INJURY	THE OF MOUNT		INJURY, SPECIFY:		
	LOCATION OF INJURY - (STREET ADDRESS, CITY, STATE, ZIP C	ODE COUNTRY	and and and an		PARISHICOUNTY		
No la marine	STREET ADDRESS, CITY, STATE, ZIP C		and and		States and and the second		
	DESCRIBE HOW INJURY OCCURED						
	DESCRIBE HOW INJURY OCCURED						
			DEATH OCCUPED OF		R STATED AND DUE TO THE		
CERTIFIER	DESCRIBE HOW INJURY OCCURED I CERTIFY THAT I ATTENDED THE DECEDENT FROM 10/6/2023 T CAUSE(S) AND MANNER STATED.	O 11/5/2023 AND THAT	DEATH OCCURED O				
CERTIFIER	I CERTIFY THAT I ATTENDED THE DECEDENT FROM 10/6/2023 T CAUSE(S) AND MANNER STATED. SIGNATURE OF CERTIFIER	"e-sign"	San Strand Strand	N THE DATE AND HOU	R STATED AND DUE TO THE		
CERTIFIER	I CERTIFY THAT I ATTENDED THE DECEDENT FROM 10/6/2023 T CAUSE(S) AND MANNER STATED. SIGNATURE OF CERTIFIER: CERTIFIER NAME - (LAST, FIRST, MIDDLE, SUFFIX)	Contraction and the second	San Strand Strand				
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CERTIFIER	I CERTIFY THAT I ATTENDED THE DECEDENT FROM 10/6/2023 T CAUSE(S) AND MANNER STATED. SIGNATURE OF CERTIFIER: CERTIFIER NAME - (LAST, FIRST, MIDDLE, SUFFIX) CERTIFIER THLE: CERTIFYING PHYSICIAN CERTIFIER ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP C	"e-sign" JOPLIN, CHRISTOF	THER A	DATE	11/11/2023		
CERTIFIER	I CERTIFY THAT I ATTENDED THE DECEDENT FROM 10/0/2023 T CAUSE(S) AND MANNER STATED. SIGNATURE OF CERTIFIER: CERTIFIER NAME - (LAST, FIRST, MIDDLE, SUFFIX) CERTIFIER TITLE: CERTIFYING PHYSICIAN	"e-sign" JOPLIN, CHRISTOF	DATE OF ISSUE	DATE	11/11/2023		
CERTIFIER	I CERTIFY THAT I ATTENDED THE DECEDENT FROM 10/0/2023 T CAUSE(S) AND MANNER STATED. SIGNATURE OF CERTIFIER: CERTIFIER NAME - (LAST, FIRST, MIDDLE, SUFFIX) CERTIFIER TITLE: CERTIFYING PHYSICIAN CERTIFIER ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP C 1700 BELLE CHASSE HWY, - APT/STE STE 230 , GRETNA, LA 70	*0-6ign* JOPLIN, CHRISTOF CODE, COUNTRY) 0056 UNITED STATES PARISH OF ISSUE ORLEANS	DATE OF ISSUE	DATE	11/11/2023		
CERTIFIER	I CERTIFY THAT I ATTENDED THE DECEDENT FROM 10/0/2023 T CAUSE(S) AND MANNER STATED. SIGNATURE OF CERTIFIER: CERTIFIER NAME - (LAST, FIRST, MIDDLE, SUFFIX) CERTIFIER TITLE: CERTIFYING PHYSICIAN CERTIFIER ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP C 1700 BELLE CHASSE HWY, - APT/STE STE 230 . GRETNA, LA 700 BURIAL TRANSIT PERMIT	*e-sign* JOPLIN, CHRISTOF CODE, COUNTRY) 056 UNITED STATES PARISH OF ISSUE	DATE OF ISSUE	DATE DATE FILED WITH R 12/20/2023	11/11/2023		

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FOR PROMPT INSURANCE SERVICE -- CALL YOUR SERVICE OFFICE

(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 result-ing 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 PAY-MENTS 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

This policy does not apply:

- (2) 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 inap-O plicable, (2) automobiles if the accident occurs away
- from such premises or the ways immediately adjoining, or (3) aircraft;

3PO 2120 R5 (6-1-62) EXCLUSIONS

THIS POLICE 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.

1.5-66

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 "in-Ш sured" 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 11 United States of America, its territories or possessions, or Canada.

- (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
- (f) under coverage A, to any obligation for which the in- NO over sured or any carrier as his insurer may be the in- NO over 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-



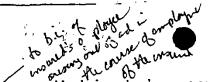
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sumed by the insured under a contract as defined herein, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

- (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 manfactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, or 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 airconditioning 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;

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:

- 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



- (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

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 carned 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;

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(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 crawlertype, 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 Hozard 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

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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.

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.

LO ASSISTANCE AND COOPERATION OF THE IN-SURED 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 12 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 13 policy, the company shall be subrogated to all the insured's 13 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 cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy.

CANCELATION This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancelation 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 cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancelation 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 cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

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DECLARATIONS By acceptance whis 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 POLICE 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.

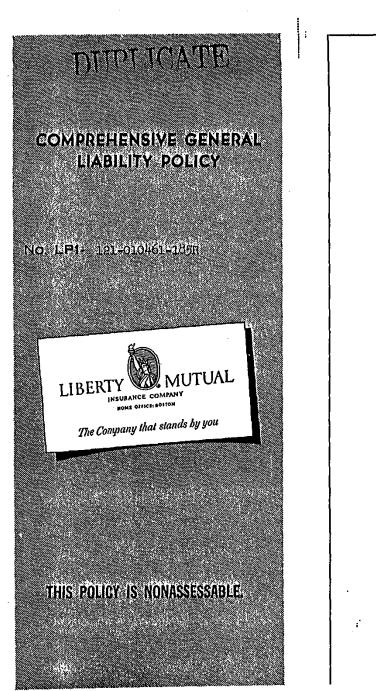
In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Lenge a. Vot SECRETAL

Trank L. Farwell PRESIDENT

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SHORT RATE CANCELATION TABLE									
	Per C	ont		Per Cent					
Days	of	,	Days	of One Year					
Policy In Force	One Y Premi		Palley In Force	Premium					
	C. Mini								
· 1	• • •	Б 6	154-156 157-160	3 53)					
2 3- 4	• • •	7	161-164						
· 5- 6		8	165-167	56					
Ť- Š		9	168-171						
9- 10		10	172 - 175						
11- 12		11	170-178	3 59 2 (6 mos.) 60					
13 - 14		12 13	179-182 183-187	2 (6 mos.) 60					
15- 16 17- 18	* • •	14	188-191	62					
19-20		15	192-196						
21- 22		16	197-200) 64					
23- 25		17	201-205	5 65					
26-29	(i mo.)	18	200-209	00					
30- 32 33- 36		19 20	210-214 215-218	66 (7 mos.) 67 8					
37- 40		21	219-229						
41-43		$\overline{22}$	224-228	3 70					
44- 47		23	219-223 224-228 229-232	2 71					
48- 51		24	233-237	1 72					
62- 54		25	238-241	5 (8 mos.) 73					
55- 58 59- 62	(2 mos.)	26 27	242-246						
63-65		28							
66- 69		29	261-256 256-260	5					
70- 73		30	261-264	78					
74-76		31	265-269 270-278	79					
77- 80	• • •	32 38	270-278						
81- 83 84- 87		34	279-282						
88- 91	(3 mos.)	35	283-287	83					
92- 94		36	288-291	l., 84					
95- 98		37	292-296	3 85					
99~102	• • •	38 39	297-301 302305	86 і (10 тов.) 87					
103-105 106-109	• • •	40	306-310						
110-113		41							
110-113 114-116 117-120		42	816-319	90					
117-120	• •	48	820-323	3 91					
	(4 mos.)	44	324-326	3 92 2					
125-127 128-131	• • •	45 46	811-314 816-319 820-323 324-328 329-332 333-337 338-342	(11 mos.) 94					
132-135		47	338-342	2 95					
136-138		48	343-346	96					
139-142		49	347-351	97					
143-146 147-149		50 51	338-342 348-346 347-351 362-366 356-360	i 98) 99					
147-149	(5 mos.)	61 52	361-360	(12 mos.) 100					
100-100	10 11001)								
. If the	policy ha	s be	en in offe	ect for twelve					
			va lahla a	inniine Třiha					
months, I	he carned	prem	lum shall	pe defermined					
As follow	a: (1) De	termi	ine full an	nnual premium					
- (2) Dedu	ict juch p	remit	in from	re than twelve be determined nnual premium m of one year. the full policy deulate the pro					
premium,	and on th	6 76F	nninder ca	iculate the pro					
the lengt	h of time b	eyon	d one year	the policy has					
been in e	meet to the	e ler	igth of th	me beyond one					
(3) Add	premlum	produ	iced in a	ccordance with					
Drovision	s (1) and ((2) lo	obtain e	n of one year, the full policy iculate the pro of the ratio of the policy has me beyond one ginally written. coordance with arned premium effect.					
anous b	erior bouch	, 1160	, nocri 111						



OFFICES IN PRINCIPAL CITIES THROUGHOUT THE UNITED STATES, AND CANADA

Ccase 3244324428-KL7PDJDoc 286:33 en File Ø807/30/24.1/En/tetec P07/30/24 45:121/g49D#D45324 Exhibit(s) 33 Page 7 of 45

DECLARATIONS	Å		С	prehensi	ve Genera	l Liability Poli
LIBER		IUTUAI	l_			
	INSURANCE COMPAN					
OLICY NO. LP1- 121-010461-185R TD 33	ales office New York	CODE 202	SALESM Rep	etto	CODE 7176	N/R IST YEA CODE THIS POLIC
Item 1. Named Insured Hopeman Brothers I	nc. and 🛲					
Address 156 E. 46th St., N No. Street Town or City Postal Zone No. State	lew York 17	, N. Y.				
Individual		oration			(other)	•••• • • • • • • • • • • • • • • • • •
Item 2. Policy Period: From 1 1 1 6 12:01 A.M., standard time at 1	5	to the named	Mo. L insured s	~ 1 ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Year 66	
Item 3. The insurance afforded is only with respect to premium charge or charges. The limit of the subject to all the terms of this policy having r	such and so m company's liat	any of the oility again	followin	g coverage	es as are ind age shall be	as stated here
COVERAGES		IITS OF LL	ABILITY		Deposi	DER PREMIUMS
A — BODILY INJURY LIABILITY	\$ 500, \$ 2,500, \$ 2,500,	000	each person each accide aggrégate p	nt	s 4	
B — PROPERTY DAMAGE LIABILITY	\$ 2,500, \$ 2,500, \$ 2,500, \$ 2,500, \$ 2,500, \$ 2,500,	000 000 000 000	each accide aggregate o aggregate p aggregate p aggregate c	nt perations rotective roducts	\$.	
Contractual Liability Endorsements 2101	_ , ,	osit Pre	mium (
MINIMUM PREMIUM	Discounte	<u>d Deposi</u>	t P	REMIUM	5	
The premium for this policy is payable \$ \$ on second anniversary.	in a	dvance, \$			on first ann	iversary and
Audit Basis: At Expiration Annual Semi-Annual	Quarterly	Monthly [x]			
 Item 4. The declarations are completed on attached schedules des The rating classifications under the Description of Haz of this policy, but (a) part (1) of exclusion (j) does not apply to operation symbol x alone or in combination with any other sym (b) part (2) of exclusion (j) does not apply to operations symbol c alone or in combination with any other sym (c) exclusion (k) does not apply to operations under any alone or in combination with any other symbols. 	ards in said sche ns under any class hools, under any classif pols, or	sification show	endorsement wn in this particular in this particular pa	nts do not m policy unless licy unless	its code numb	er is followed by t
Location of all premises owned, rented or controlled by name (Enter "same" if same location as above address)		Interest of Enter "Owner."	named insur premises "General Leas			rt occupied by lamed Insured
See Extension Schedules						
Item 5. The schedules disclose all hazards insured her wise stated herein:	reunder known	to exist a	t the effe	ctive date	e of this pol	icy, unless oth
The policy, including all endorsements issued therewith	, is hereby cou	intersigned	by [-		agized Represent	the for
Work Units Type by Rating Basis Audit Basis Periodic Payment	Home State Pol	H.G. Rewi	1teon	ch/hof	<u> </u>	Accounting Entry

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Ccasse 3244324428-KL7PDJDoc 266:331en File 2807/30/24.1/En/tertec P07/30/24.45:121/g49D#D4505 Exhibit(s) 33 Page 8 of 45

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Divisions	RATING CLASSIFICATIONS	· Code N
Division 1- Premises	Buildings or Premises	129
Division 1 - Operations	Boat or Ship Building	2464
	Sash, Door or Assembled Millwork Mfg.	24641
	Fireproof Equipment Mfg.	2457
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	543
Division 2 - Elevators	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	03
Division 4- Products	Completed Operations: Carpentry Construction	120
Contractual	Construction Agreements - indemnification of owners Intermediate form contracts	0551
	Limited form contracts	055
	Contractual Liability - N.O.C.	052
		ļ
		{
Policy No. 1P1-	121-010461-185R Page No.	1

Item 4. Declarations - Schedule - Description of Hazards

Ccasse 3244324428-KL7PDJDoc 266-331en File 2807/30/24 1/Enterted P07/30/24 45:121/g49D#D4526 Exhibit(s) 33 Page 9 of 45

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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			
	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			

Premium Summary Schedule

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C6ase 244-324287KEPDJNDoD86+33entFiled807//80/241/1E/12ere@age/30/24f 115: P1ag0ID#De507 Exhibit(s) 33 Page 10 of 45

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS			
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations			
	CONTRACTUAL	COV.Y 🗰 🗰	Cov.2	
	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	-		
Policy Issued		<u> </u>	<u>1</u>	Page M

Premium Summary Schedule

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C6ase 244-324287KLPDJ1DoD66+33entFile3807/80/241/1Er/tere@ag/d30124f 115: PlageID#D#568 Exhibit(s) 33 Page 11 of 45

Item 4. Declarations - Schedule.

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DESCRIPTION OF HAZARDS	TRL	Press	IOM BASES		RA			ADVANCE P		
					COVERACE A		COVERA		COVERA	CE B
DIVISION 1 - PREMISES - JOSTAS CONTRACTOR	Code No.	(а) Remuteration (b) Аяка (c)	(¢) FRONTAGE	(d) NO.	(a) Pra \$100 Rs (b) Pra 100 Sc. (c) Pra Liveaa) (d) Pra Ustr (c)	FT. OF FRONTACE	M0 C0 OL & T	311 312 X 7313 X		331 332 333
		(b)					· .			[
152 E. 46th St. New York, N. Y.	01			ļ				} }		
	129			l I						
	ł							1 1		
Division 1-Operations		(a)								
154-156 E. 46th St.				(
New York, N. Y.	Greate	r New York	(Excluding	g th	Borough	of Rich	ond)			
	1		, ·					{ {		}
	2457	If any								1
	2464A	If any	ļ	ļ		-				
	2464B	If any								
	3457	If any] ·	ļ						
	3759	30,000		ł					<u> </u>	
	5146	If any							-	
		ļ .								ļ
	5437	If any								
	New Y	ork State R	emainder		}					
	2									
	2457	If any		ļ						
	2464A	If any		ļ						l
	2464в	If any								
	3457	If any		ł						
	5146	If any		}]
	5437	If any		ļ						[
i							1			
<u>M-Minimm</u>										
<u> </u>										[
Policy No. LP1-121-010 GP0 2127 R2	461-18	58					Pa	ge No.	4	

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CGase 244-32/42/87/KIZPDJNDoD86+33entFiled807//80/241/12/12/deref8.037/430/24f 115: P1ag0ID#D4569 Exhibit(s) 33 Page 12 of 45

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Item 4. Declarations - Schedule.

DESCRIPTION OF HAZARDS	THE	Premi	IUM BASES		RATES Advance Coverage A Coverage B Coverage A			NCE PREMIUMS		
			· · · · · · · · · · · · · · · · · · ·				COVERACE	<u>^ </u>	COVERAC	.z B
DIVISION 1 - PRESERVE OPERATIONS	Code No.	(а) <u>Remuteration</u> (b) <u>Area</u> (c)	(e) FRONTAGE	(d) NO.	(a) Pra \$100 Rm (b) Pra 100 Sq. I (c) Pra Linzan F (d) Pra Unit (e)	T. OF AREA T. OF FRONTAGE	MO 31 CO 31 OL & T 31	¹ / ₂ x		331 332 333
		State of A	labama							
· .	3457	If any								
	3759	If any								
		<u>State of C</u>	alifornia							
	2457	If any								
	2464A	If any								
	2464B	If any								
	3 ⁴ 57	If any								Ì
,	3759	If any								
	5146	If any								
	5437	503,000						4		
		State of I	ouisiana							1
	3457	If any							ļ	
	3759	 If any								
	5437	40,000								
		State of M	aryland							
	2457	If any								ļ
	2464A	If any								
	2464B	If any								ĺ
	3457	If any								
	3759	If any	· ·							
	5146	If any								
	5437	If any								
		-								ļ
						-				-
Policy No. 121-121-0104							Page	<u> </u>	<u> </u>	I

CGase 244-32/4287KEPDJNDoD86+33entFiled807/80/241/1E/12ere8 ag#30824f 115: PlageID#D#D#5&0 Exhibit(s) 33 Page 13 of 45

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Item 4. Declarations -- Schedule.

DESCRIPTION OF HAZARDS	TER.	Prem	IUM BASES			COVERAGE B	Advance Coverace A	COVERAGE B
DIVISION 1 - ZIERETEX OPERATIONS	Code No.	(a) REMUTERATION (b) Area (c)	(c) FRONTAGE	(d) NO.		ENUMERATION FT. OF AREA FT. OF FRONTAGE	MO 311 CO 312 X OL & T 313	MO 331 CO 332 OL & T 333
Mass.	3759	State of M 2,800	assachus	etts				
	5437	If any					-	
		State of N	ew Jerse					
	2457	If any		Ī				
	2464A	If any						
	24643	If any						
	3457	If any						
	3759	If any						
	5146	If any						
	5437	If any						
		State of P	ennsylvar	118				
	2457	If any						
Pennsylvania	2464A	If any						
	2464B	If any						
	3457	If any						
	3759	If any				· 🌰		
	5146	If any						
	5437	25,000		ļ				
								1
Dali-Na								
Policy No. 1P1-121-01 GPO 2127 R2	0461-18	5R					Page No.	6

SCHEDULE OF RATES AND PREMIUMS

.

PREMIUM BASES: DIVISION I (Operations-Premises) (a) Pra \$100 Reason (b) Pra 100 So. Fr. ((c) Pra Lunea Fr. o (d) Pra Untr (e)	ERATION OF ABZA OF FRONTAG	MO CO OL & T	8.I. P.D. 311 331 DIVI 312 X 332 X DIVI 313 373 DIVI CON	SION 3 (Structural	Contractors) - Alterations) (a) Each \$1000	-Each \$100 of Cost of Sales (b) Per \$1000	B.L. P X 315 X 317 Receipts X310 X 316
LOCATIONS - DIVISION OF HAZARDS	Terr.	Class	Premium Base	F	2100	Pre	niume
CLASSIFICATIONS		Code	(see above)	Cov. A	Cov. B	Cov. A	Cov. B
Division 1-Operations		<u>State</u> 2457	of Virginia If any				
•		2464	a If any				
		2464:	B If any				
		3457	If any				
		3759	If any				
		5146					
		5437					
			Total Division	l-M&CP	emium		
			M & C Deposit				
			Total Division	1 1-Fremium			
Division 2-Elevators 154-156 E. 46th St.			Total Division	1 1-Deposit			
New York, N. Y.	1	033	ı				
Division 4-Products New York State		1203	(ъ) 200,000	-			
Iouisiana		1203	If any				
All Other States		1203	4,202,000				
			Total Division	4-Premium			
			Deposit Premiu	m			
Minimum Premium Coverage A: Coverage B:							
<u>M-Minimum</u>					·		
IP1-121-010461-185R			·		PREMIUM	l	
Policy No. 121-121-010401-107K						, , 0,	205
GPO 2157 R4 🛫			Page No. <u>7</u>			/	17-

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CGase 241-32/4287KEPDJNDoD86+33entFile3807/780/241/12/12/12/12/930524f 115: Plag9ID#D456.2 Exhibit(s) 33 Page 15 of 45

MISCELLANEOUS CHANGE ENDOR (General Liability)

.

The policy of which this endorsement is issued to form a part is amended as indicated by typed entries hereunder:

Locations:

1. M. Collinson

		L	IMITS OF UA	BILITY						
Coverage A — Bodily Injury Lial	oility	Covera	ige — Propert	y Damage Liab	ility	Coverage				
 \$ each per \$ each acc \$ aggregat 		\$ \$ \$ \$ \$ \$		each acciden aggregate of aggregate pr aggregate pr aggregate co	contective rotective roducts	\$ \$ \$	e	ach person ach accident ggregate		
Item 4—			(Coverage	Code: B. I	[.	P.	D.)		
Division 1-Operations	Code No.	Premium Bases	Annual I	Rates		Advance	Premiums			
Add: Savannah, Georgia		tion	Coverage A	Coverage B	Coverage	A Coverage B	Coverage A	Coverage B		
Carpentry Occurrence 1% of B.I. Premium	5437 9946	If any								
5% of P.D. Premium	9946									
Personal Injury 10% of Div. 1 Premium	9840									
Adjustment of premium shall be	made				<u> </u>	Premium				
Premium \$ To be adju Effective Date 7-19-4 Expiration Date 1-1-66 Audit Basis 8 For attachment	55	audit		C	Periodic I	Payment \$	·			
For attachment to Policy No. LPL-121. Issued to Hopeman Brot			I But Counters	iberty M	_	Insurance C Trank L-) Affect		2		
11L ED. 2	Issue	ed va 7-29-	-65 Sales	- · · Office and N		CRIZED REPRESENT End. 1	Serial No. 29	 9		

11L ED. 2 LP LS LT LU (10-1-63) -

CCase 241-324287KLPDJNDoD66+33entFile3807780/241/12/12/12/02/30624f 115: P1ag0ID#D456.3 Exhibit(s) 33 Page 16 of 45

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 LIA	BILITY						
Coverage A — Bodily Injury	Liability	Cover	age — Propert	y Damage Liab	ility	Coverage				
\$ each	person	\$ \$		each acciden aggregate op		\$	ea	ch person		
\$ each	accident	\$		aggregate p		\$	ea	ich accident		
\$ aggr	egate products	\$ \$ \$		aggregate pr aggregate co		\$	a	gregate		
Item 4- Division 1 -	Operation			Code: B. J		` P.	D,)		
		Promium Bases				Advance	Premiums	· · · ·		
	Code No.		Annuel i	Rates						
Louisiana			Coverage A	Coverage B	Coverage	A Coverage B	Coverage A	Coverage B		
Revised Rates	3457									
	3759									
· .	5437									
Division 4 - Produ	-+									
DIVISION 4 - FIOUR										
	1203									
			j .							
Experience Percentage 27% debit Basic	as									
		<u> </u>								
Adjustment of premium shall			- <u>-</u>			Premium	· · · · · ·			
Premium \$ To be a	idjusted of	a audit		Г	Periodic I	Payment \$				
Effective Date 3-1- Expiration Date 1-1- Audit Basis 8	-65 -66									
For attachment			_							
to Policy No. <u>LP1-1</u> Issued to Hopeman	21-010461 Brothers		3 I	JBERTY M	UTUAL]	INSURANCE C	OMPANY			
ISSUE TO HOPERAL	browners.	Inc.	Bu	a E. Doo	unan	Thank L.	Taurell			
			•	1	11]	have		O^{+}		
Work Count			Counters	igned by (<u>, W</u>	-01		25		
11L ED. 2 LP LS LT LU	Issu	red va 6-23.	-65 Sales	Office and N		HORIZED REPRESENT End. S		28		
(10-1-63)										

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
IP1-121-010461-205R	(Wayne Manufacturing Corporation)	\$ 400.17
AE1-121-010461-165	(Hopeman Brothers Inc.)	1,625.23
IP1-181-016426-055		880.00
Canada 1P1-121-010461-155	(Hopeman Bros. Inc., etal)	428.83

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Tarwell. President

SECRETART

Premium \$

Effective Date Expiration Date Audir Basis For attachment to Policy No.

LP1-121-010461-185R

Issued to

Countersigned by.

Endorsement Serial No. 23

2237 (11-23-59)

Issued

CGase 244-32/4287KEPDJNDoD86+03entFile0807/780/241/12/12/12/12/9/24f 145: Plag9ID#D4565 Exhibit(s) 33 Page 18 of 45

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

Janb L. Farwell

PRESIDENT

AUTHORIZED REPRESENTATIVE

Countersigned by

counter argined by

Sales Office and No.

End. Serial No. 22

Effective Date Expiration Date Audit Basis For attachment to Policy No.

IP1-121-010461-185R

Issued to

652 Louisiana E.

Issued

CGase 241-324287KLPDJNDoD86+33entFile3807780/241/1E/12ere@307e30924f 115: PlageID#D#D#5&6 Exhibit(s) 33 Page 19 of 45

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

Trank L. Farmel PRESIDENT

SECRETARY

Counterrigned by

AUTHORIZED REPRESENTATIVE

Work Coent

Premium \$

Audit Basis For attachment

Issued to

Effective Date Expiration Date

- -

End. Serial No. 21

Issued

-

to Policy arxBands No. IP1-121-010461-185R

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.

Code	Rates
3759	State of Hire

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farmel PRESIDENT

CW Speach

Countersigned by

Aun

AUTHORIZED REPRESENTATIVE

End. Serial No. 20

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy arrived No.

IP1-121-010461-185R

Issued to

Work Count

Issued

Sales Office & No.

CGase 244-32/4287KEPDJNDoD86+03entFile0807/780/241/12/12/12/12/97/4320124f 115: Plag0ID#D#56.8 Exhibit(s) 33 Page 21 of 45

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

Trank L. Farmel PRESIDENT

SECRETARY

Countersigned by

Work Count

Issued to

Premium \$

Effective Date

Expiration Date Audit Basis For attachment

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to Policy grand No. 1P1-121-010461-185R

Issued

Sales Office & No.

AUTHORIZED REPRESENTATIVE

End. Serial No. 19

CGase 244-32/4287KEPDJNDoD86+03entFile0807/780/241/12/12/12/12/97/430/24f 115: Plag9ID#D456:9 Exhibit(s) 33 Page 22 of 45

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

Trank L. Farwell PRESIDENT

AUTHORIZED REPRESENTATIVE

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Premium \$

Issued to

Work Count

Effective Date

Expiration Date Audit Basis For attachment to Policy **arcEant** No.

Countersigned by .__

Sales Office & No.

End. Serial No. 18

Issued

IP1-121-010461-185R

C6ase 244-324287KEPDJNDoD66+33entFile3807780/241/1E/12ere@age320224f145:PlageID#De520 Exhibit(s) 33 Page 23 of 45

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)

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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.

Pennsylvania		
Va.		
New Jersey		
, California		

Avondale Shipyards New Orleans, Louisiana Hulls #1040, 1041, 1042, 1043, 1052, 1053, 1054, 1055



Policy No.: LP1-121-010461-185R Attach to Endorsement No. 17

Issued to:

Hopeman Brothers Inc., etal

(2 of 3)

CGase 244-32/42/87/KIZPDJNDoD86+33entFiled807//80/241/12/12/deref8.037/432/62/24f 115:121ag01D#D4562 Exhibit(s) 33 Page 25 of 45

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	Deletion of Care Custody and Control	Payroll	P. D. Rate Per \$100 of Payroll	Premium
	776	If any		Minimum

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Work Count	Counters	
Issued to		Bua E. Doorman
to Policy moment No. IPL	-121-010461-185R	/Auce &. Doorman
For attachment		K K
Audit Basis		
Expiration Date		PRESIDENT
Effective Date		Trank L. Farwell
Premium \$ Included on	extension schedule	
·····	··· · ·	LIBERTY MUTUAL INSURANCE COMPANY

Sales Office & No.

End. Serial No. 17

(3 of 3)

Issued

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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.		
_	Mississippi	

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Iranto L. Tarwell President Bruce E. Doorman SECRETART

Countersigned by 4 AUTHORIZED REPRESENTATIVE

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No.

Issued to

Sales Office and No.

LP1-121-010461-185R

End. Serial No.

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ST. PIERRE (HBI) -110

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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 32% of P. D. Premium

This endorsement applies only in the State of Louisiana.

LIBERTY MUTUAL INSURANCE COMPANY

AUTHORIZED REPRESENTATIVE

Countersigned by

Work Count

Premium \$

Audit Basis For attachment

Issued to

Effective Date Expiration Date

Sales Office & No.

End. Serial No. 15

PRESIDENT

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to Policy og Boest No. 1P1-121-010461-185R

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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,

Premium \$

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> Effective Date Expiration Date Audit Basis For attachment to Policy No.

LP1-121-010461-185R

Issued

Issued to

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(11-1-63) LP

Countersigned by

Endorsement Serial No. 14

AUTHORIZED REPRESENTATIVE

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Jac PRESIDENT

ST. PIERRE (HBI) -112

C6ase 244-32/4287KEPDJNDoD86+33entFile3807780/241/12/12/12/12/9/24f 45: Plag9ID#D#5266 Exhibit(s) 33 Page 29 of 45

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.

IP1-121-010461-185R

Issued to

2256 (2/11/63) LIBERTY MUTUAL INSURANCE COMPANY

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PRESIDENT

an SECRETARY

Countersigned by

AUTHORIZED REPRESENTATIVE End. Scrial No. 13

Issued

C6ase 244-324287KCPDJNDoD66+33entFile3807/80/241/12/12ere@age/30/24f 15: PlageID D 26527 Exhibit(s) 33 Page 30 of 45

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

PRESIDENT

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy on Bond N

to Policy or Been No. IP1-121-010461-185R

Issued to

Work Count

Countersigned by

End. Serial No. 12

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Sales Office & No.

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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

Premium \$ Included on Extension Schedule

Effective Date Expiration Date Audit Basis For attachment to Policy occasions! No. IP1-121-010461-185R

Issued to

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LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Jaurell PRESIDENT PRESIDENT

Countersigned by

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AUTHORIZED REPRESENTATIVE

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 Flat Charge

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LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Work Count

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Issued to

Premium \$

Effective Date

Expiration Date Audit Basis For attachment

> > End. Serial No. 10

Issued

to Policy #28 Board No. 1P1-121-010461-185R

Included on Extension Schedule

Sales Office & No.

C6ase 244-324287KLPDJNDoD66+33entFile38077804241/1Eh2tere@ag438824f 115: P1a49ID#D4560 Exhibit(s) 33 Page 33 of 45

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

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farmel PRESIDENT

Work Count

Issued to

Effective Date

Expiration Date Audit Basis For attachment

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Countersigned by

AUTHORIZED REPRESENTATIVE

Issued

Premium \$ Included on Extension Schedule

to Policy2022 Cond No. 121-121-010461-185R

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 Lizbility: 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 each person See Extension each accident \$ Z Contractual Property Damage Liability \$

Schedule cach accident aggregate

Description of Operations-Classification	a 1	Premium Basis	- Rı	ites	Advance Premiums		
	Code No.	r realigni Dusis	Coverage Y	Coverage Z	Coverage Y	Coverage J	
See Extension Schedule At	tached						
				Premium Premium		1	
			Deforte				

Premium \$ Included on declarations

IP1-121-010461-185R

Issued

hand L. Farwel PRESIDENT

LIBERTY MUTUAL INSURANCE COMPANY

ECRETARY

Countersigned by.

AUTHORIZED REPRESENTATIVE

Effective Date Expiration Date

Audit Basis For attachment to Policy No.

Issued to

Sales Office and No.

End. Serial No. 8

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CONTRACTIVAT		LIMITS OF	LIMITS OF LIABILITY			RATES PER \$100	
CONTRACTUAL	NAME OF INDEMNITEE	Coverage Y	Coverage Z	CODE		ONTRACT CO	
LOCATION OF PROJECT	DATE OF CONTRACT	1. Each Person 2. Each Accident	1. Each Accident 2. Aggregate	No.	COVERAGE	Y Cover	
				First	\$	500,000	
				Next	\$	500,000	
				Over	\$1	,000,000	
		1. 500,000	1. 2,500,000 2. 2,500,000				
Pennsylvania.	June 1, 1917			0554			
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	Not Stated			0553			
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Policy No. LP1-121-01046	1-185R			A++	to En	a. #8	

Extension Schedule - Contractual Liability Coverage Endorsement

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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.

PRESIDENT

AUTHORIZED REPRESENTATIVE

LIBERTY MUTUAL INSURANCE COMPANY

Work Count

Issued to

Premium \$

Audit Basis For attachment to Policy account No.

Effective Date Expiration Date

Countersigned by.

IP1-121-010461-185R

Sales Office & No.

End. Serial No.

Issued

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 te 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.
- 111. 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;

210L Form A & G 498 LP LS LT LU (Rev. 6-1-62) Page 1 of 3 (Continued on page 2)

C6ase 241-32/4287KEPDJNDoD86+03entFile0807/30/241/12/12/12/12/930824f 115: Plag9ID#D4565 Exhibit(s) 33 Page 38 of 45

CONTRACTUAL LIABILITY COVERAGE ENDORSEMENT (Continued)

SCHEDULE

Coverages

Contractual Bodily Injury Liability Y

: :

z Contractual Property Damage Liability

\$ 2,500,000 each accident \$ 2,500,000 each accident \$ 2,500,000 aggregate

\$

Limits of Liability

500,000 each person

DESIGNATION OF CONTRACTS COD CLASSIFICATION NO.		NAME OF INDEMNITEE AND	RATES	ADVANCE PREMIUMS		
	Cont	DATE OF CONTRACT	COVERAGE Y COVERAGE Z	Coverace Y	Coverage 2	
	No.	PREMIUM BASIS (2) Number Insured (b) Cost	(a) Per Contract (b) Per \$100 of Cost	316	336	
		See Inclusion of Cont from All Contracts of		_	L	

This endorsement is subject to the Nuclear Energy Liability Exclusion (Broad Form) forming a part of the policy.

LIBERTY MUTUAL INSURANCE COMPANY

Janb L. Jawell PRESIDENT Secretary

AUTHORIZED REPRESENTATIVE

Countersigned by.

210L A. & G 498 Issued (Rev. 6-1-62) -----

to Policy No. IP1-121-010461-185R

Premium \$

Issued to

Effective Date Expiration Date Audit Basis For attachment

> 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 and does not operate, maintain of control the elevator, whence of 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

Janb L. Jacwels President Ja. PRESIDENT

Effective Date Expiration Date Audit Basis For attachment to Policy No. IP1-121-010461-185R

Issued to

SECRETARY

Countersigned by... AUTHORIZED REPRESENTATIVE

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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 intoxica-tion 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

Trank L. Farwel

PRESIDENT

sa By ULAU Secretary

End. Serial No.

Effective Date Expiration Date

For attachment to Policy No. LP1-121-010461-185R

Issued to

Countersigned b AUTHORIZED REPRESENTATIVI

410L Form G735a Issued LO LP LS LT LU

Sales Office and No.

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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.

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. 1P1-121-010461-185R

Issued

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

INSURANCE C Isanb L. Jacu Bau SECRETARY

End. Serial No.

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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

Janb Z. awell

PRESIDENT

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SECRETARY

Countersigned by_____

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Effective Date Expiration Date Audit Basis For attachment to Policy No.

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Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include the but only with respect to Real Estate Management for Hopeman Brothers, Inc.

LIBERTY MUTUAL INSURANCE COMPANY

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"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.

Premium \$

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LIBERTY MUTUAL INSURANCE COMPANY

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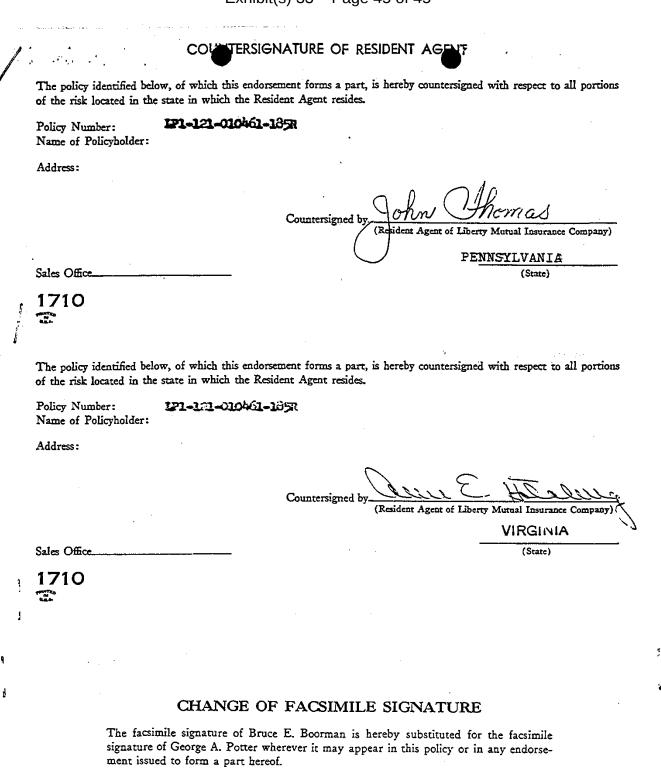
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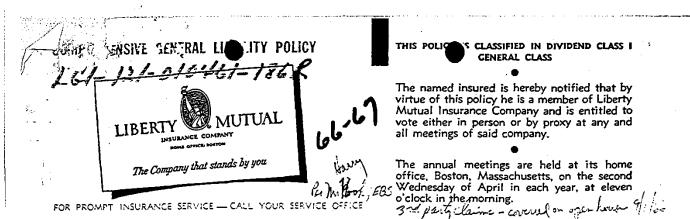
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2261 T Trank L. Farwell

PRESIDENT

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(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.

- II DEFENSE, SETTLEMENT, SUPPLEMENTARY PAY-MENTS 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

This policy does not apply:

EXCLUSIONS

Canada.

- (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);

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

mediate medical and surgical relief to others as shall

other than loss of earnings, incurred at the company's

(3) pay expenses incurred by the insured for such im-

(4) reimburse the insured for all reasonable expenses,

limit of the company's liability thereon;

be imperative at the time of the accident;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the ap-

DEFINITION OF INSURED The unqualified word "in-

sured" 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

request:

plicable limit of liability of this policy.

- (c) 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 msured 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 25-



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ST. PIERRE (HBI) -130

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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 insure 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, or work completed 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 airconditioning 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

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:

- 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;

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(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

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.

taxes, other than taxes which the named insured and

such others collect as a separate item and remit directly

- 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 crawlertype, 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

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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.
 - 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.
- LO ASSISTANCE AND COOPERATION OF THE IN-SURED 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.
- **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 13 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 **14** 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 facismile signatures, countersigned by a duly authorized representative of the company.

ASSIGNMENT Assignment of interest under this policy 11 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 cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy.

CANCELATION This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancelation 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 cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancelation 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 cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

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DECLARATIONS By acceptance on 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 POLIC. 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. \sim

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.

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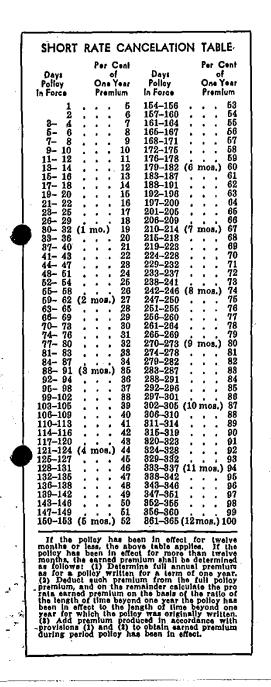
Trank L. Farwell PRESIDENT

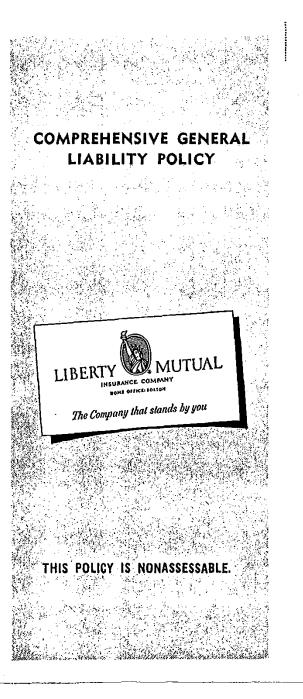
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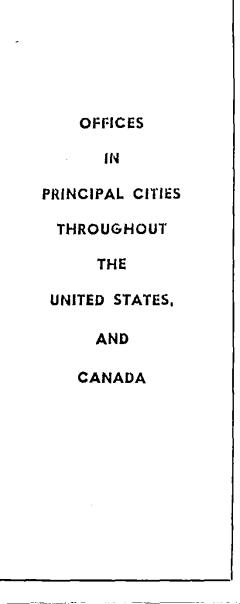
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		2		C prehensiv	e General Liability Polic
DECLARATIONS					
	LIB		UTUAL	•	
POLICY NO.		SALES OFFICE	CODE	SALESMAN	CODE N/R IST YEAR
LP1-121-010461-186R	TD 33	New York	202	Ruppel	7377 2 37
Item 1. Named Insured	Hopeman Brothers	Inc. and			
Address No. Street Town or C	156 E. 46th St.	New York 17,	N.Y.		
Individual Business of the named insure	Dertnership	🕁 Corp	oration	□	(other)
	Mo. Day	Year		· – •	tar t
Item 2. Policy Period: From	n <u>yrl ar 1</u> 01 A.M., standard time	at the address of t	to he named i	1 I I I I I I I I I I I I I I I I I I I	67
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The premium for thi \$ or	s policy is payable \$ second anniversary.	in a	lvance, \$	0	n first anniversary and
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The designation of some	leted on enclosed schedules			Pages 1 through	
The rating classifications	leted on attached schedules under the Description of	Hazards in said sche	iules or any o	بنائل للنالب حكركم	dify the exclusions or other ter
of this policy, but (a) part (z) of exclusion	(j) does not apply to open	ations under any class	ification show	n in this policy unless i	ts code number is followed by t
(b) part (2) of exclusion (tions under any classifi	cation shown	in this policy unless it.	s code number is followed by th
(c) exclusion (k) does not	ombination with any other : t apply to operations under n with any other symbols.		wn in this po	licy unless its code nur	nber is followed by the symbol
Location of all premises owner (Enter "same" if a	d, rented or controlled by n same location as above address)			named insured in such premises General Lessee" or "Tenant"	Part occupied by Named Jamred
		1			1
See Extensio	on Schedules				1
See Extensio	on Schedules				
		bereunder known	to exist at	the effective date	of this policy, unless oth
		hereunder known	to exist at	the effective date	of this policy, unless oth
Item 5. The schedules discle wise stated herein:	ose all hazards insured			f W A	reacht
Item 5. The schedules disclo	ose all hazards insured	rith, is hereby cou		f W A	of this policy, unless oth

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Ccasse 3244324428-KL7PDJDoc 266:344en File 207/30/24.1/Enterec P07/30/24.45:121/g49D#D4550 Exhibit(s) 34 Page 8 of 44

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DIVISIONS	RATING CLASSIFICATIONS	Codz N
Division 1- Premises	Buildings or Premises	129
Division 1- Operations	Boat or Ship Building	2464
	Sash, Door or Assembled Millwork Mfg.	2464
	Fireproof Equipment Mfg.	2457
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
Division 2- Elevators	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	033
Division 4- Products	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. T.D.		}

Item 4. Declarations - Schedule - Description of Hazards

..... GPO 2124

Ccasse 3244324428-KL7PDJDoc 266:344en Filed 907/36/24.1/En/tertec P07/30/24.45:121/g49D#Desc1 Exhibit(s) 34 Page 9 of 44

Premium Summary Schedule

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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 OCCURRENCE 9946 OCCURRENCE 9946 PERSONAL INJURY DIV. 1 9840 PERSONAL INJURY End. 10 9840 DELETION OF CARE 10 CUSTODY AND CONTRCL 776 MALPRACTICE 332		Cov. Z	
Policy Issued GPO 2144	to		Pag	e No. 2

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C6ase 244-32/4287KLPDJ1DoD86+34entFiled907/80/241/1E/12eref9.07/e30/24f 115: Plag91D#D#552 Exhibit(s) 34 Page 10 of 44

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Premium Summar	ry Schedule	 			
			1		-

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 OCCURRENCE OCCURRENCE PERSONAL INJURY DIV. I PERSONAL INJURY END. #10 DELETION OF CARE CUSTODY AND CONTROL	Cov.Y	Cov.Z			
	MALPRACTICE					
	TOTAL DEPOSIT PREMIUM PREMIUM DISCOUNT					
	Discounted Deposit TOTAL/ADDANCE PREMIUM	-				

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C6ase 244-32/4287KLPDJ1DoD66+34entFiled907/80/241/1E/12ere@ag/d3012af 115:12hg91D#De553 Exhibit(s) 34 Page 11 of 44

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DESCRIPTION OF HAZARDS	TERE. PREMIUM BASES				RATES COVERAGE A COVERAGE B			ADVANCE PREMIUMS				
												_
DIVISION 1 - PREMISES - CREEKETHERK	Code No.	(a) Remunication (b) Area (c)	(c) FRONTAGE	(d) NO.	(a) Pra \$100 R: (b) Pra 100 So. (c) Pra Linear (d) Pra Unit (c)	FT. OF ABEA FT. OF FROSTACE		MO CO OL & T	311 312 X 313 X	 	MO CO OL & T	331 332 355
152 E. 46th St.		(b)										
New York, N.Y.	01 129											
Division 1-Operations	Greate	(a) r New York(Excludin	g the	Borough	of Richm	bnd	and	Govern	ors	Isla	nd
154-156 E. 46th St. New York, N.Y.	1 2457	If any						_				
	2464A	If any]			
	2464B	If any										
	3457	If any										
	3759	94,500										
	5146	If any										
	5437	If any		}								
	New Yo	rk State Re	mainder									
	2 2457	If any										
	2464A	If any		l								
	2464B	If any					l					ļ
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Policy No. LP1-121-010	<u> </u>	<u> </u>	<u> </u>		l				ge No.	<u> </u>		

C6ase 241-32/4287KLPDJ1DoD66+34entFile0907/80/241/1E/12ere@ag/d30/24f 115:12hg91D#De554 Exhibit(s) 34 Page 12 of 44

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Item 4. Declarations - Schedule.

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DESCRIPTION OF HAZARDS	THE.	PREM	UM BASES			COVERAGE B	COVERAC	· · · · · · · · · · · · · · · · · · ·	COVERAG	
Division 1 — Premises — Operations	Code No.	(a) REMUMERATION (b) Area (c)	(e) - Frontage	(d) NO.	(a) Pra \$100 F (b) Pra 100 So (c) Pra Livra (d) Pra Usir (e)	ENUMERATION FT. OF AREA FT. OF FRONTACE	MO CO OL & T		MO CO OL & T	-
		State o	f Alabam	1			(
	3457	If any								ŀ
	3759	If any								
	5437			Į						l
		<u>State o</u>	f Califo	nia						
•	2457	If any								
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	3759	If any		ł			I			ļ
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Policy No. LP1-121-010 GPO 2127 R2	461-186	R			_		Pag	e No.	5	

ST. PIERRE (HBI) -141

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C6ase 241-32/4287KLPDJNDoD86-034entFilec0077/80/241/1E/12ere@037e30824f 145: Plag0ID D & 555 Exhibit(s) 34 Page 13 of 44

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Item 4. Declarations - Schedule. ADVANCE PREMIUMS RATES PREMIUM BASES DESCRIPTION OF HAZARDS TRE COVERAGE A COVERAGE B COVERAGE A COVERACE B (a) PER \$100 REMOVERATED (b) PER 100 So. Fr. of AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (e) MO 311 CO 312 X OL & T 313 (a) Renovera (b) Area (e) MO 131 CO 132 X OL & T 333 Code No. (e) FRONTAGE (d) NO. DIVISION 1 - PREMISES - OPERATIONS State of Louisiana 3457 If any 3759 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 If any State of Massachusetts Mass. 3759 If any 5437 If any 6 Policy No. LP1-121-010461-186R Page No. GPO 2127 R2

C6ase 244-324287KLPDJNDoD86+34entFiled907//80/241/12/12/02/eref9.037/430424f 115: P1ag91D#D45566 Exhibit(s) 34 Page 14 of 44

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Item 4. Declarations --- Schedule.

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DESCRIPTION OF HAZARDS	TEL.	Разм	IUM BASES			COVERAGE B	COVERAGE A	COVERACE I
	ļ	·						
Division 1 — Premises — Operations	Code No.	(а) Вемижналтож (b) Аяха (c)	FRONTAGE	(d) NO.	(a) Pra \$100 R. (b) Pra 100 Sq. (c) Pra Lurzaa (d) Pra Unst (e)	FT. OF FRONTAGE	MO 311 CO 312 X OL & T 315	MO 331 CO 332 OL & T 333
		State of	f New Je	rsey				
	2457	If any						
	2464A	If any						[
	2464B	If any						
	3457	If any						
	3759	If any						
	5146	If any						
	5437	If any						
	2457	<u>State o</u> If any	f Pennsy	lvani				
Pa.	2464A	If any						
Fa.	2464в	If any						
	3457							
	3759	If any						
	5146	If any						
	5437	If any						
	2457 2464A 2464B 3457 3759 5146 5437	State of If any If any If any If any If any If any 15,200	f Virgin					
		Divisio	n 1-Oper	ation	s-Annual Deposit			
								<u>.</u>
Policy No. 1P1-121-01046		<u> </u>			!		Page No.	<u> </u>

C6ase 244-324287KEPDJNDoD86+34entFiled907#80/241/1E/12ere@ag#30524f 115: P1ag9ID#D#557 Exhibit(s) 34 Page 15 of 44

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SCHEDULE OF RATES AND PREMIUMS

REMIUM BASES: IVISION I (Operations-Premises) (a) Pra \$100 Remon (b) Pra 100 So. Fr. (c) Pra Lipres Fr. c (d) Pra Untr (s)	eration of Area of Frontac		11 331 DIVISIO 12 332 DIVISIO 313 DIVISIO DIVISIO	N 2 (Elevators) — Each N 3 (Independent Contractu N 3 (Structural Alterationa) N 4 (Producta) (a) Each 3 (CTUAL — Each Agreement	 1000 of Sales (b		B.I. P X315 X 317 xceiptaX310 X 316
LOCATIONS - DIVISION OF HAZARDS	Terr.	CLus.	Premium Base	Rates		Premi	
CLASSIFICATIONS		Code	(see above)	<u>Cov. A</u> Cov.	<u>B</u> (Cov. A	Cov. B
Division 2-Elevators 154-156 E. 46th St. New York, N.Y. Division 4-Products California New York State Louisiana All Other States Coverage A:	1	033 1203 1203 1203 1203 Divis	One b)				
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	<i></i>			PREMIU	м	<u> </u>	<u>., </u>
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GPO 2157 R4 🚍

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C6ase 244-324287KLPDJNDoD66+34entFiled907#80/241/1E/12ere@307e30624f135:P1ag9ID#De558 Exhibit(s) 34 Page 16 of 44

SCHEDULE OF RATES AND PREMIUMS

REMIUM BASES: (b) Par 5100 Readowing (c) Par 100 So. Fr. or (c) Par Lipzan Fr. or (d) Par Uppr (e)	атіоя Аяка Гаонтас		I. P.D. 11 331 12 332 13 333	DIVISION DIVISION DIVISION	2 (Elevatora) — 3 (Independent 3 (Stroctural Al 4 (Producta) (a TUAL — Each A	Contractors) – terations) –) Each \$1000	÷		B.I. 315 317 317 316]
LOCATIONS — DIVISION OF HAZARDS CLASSIFICATIONS	Terr.	Cana. Code	Promium	n Base Lovel	Ra			Premium		
	<u> </u>	0.004			<u>Cov</u> . A	Cov. B	Cov	· · · · · · · · · · · · · · · · · · ·	<u>Car</u>	1
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Miscellaneous]]	1		ļ					
Deletion of CCC		776			Annual					
Defector of CCC					Deposit				7	
Occurrence										
1% of Bodily Injury Premium		9946			Annual					
5% of Property Damage Premium		9946			Deposit Annual	• .				
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Deposit	;				
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Personal Injury End. No. 10		9840			Annual					
					Deposit	•				ł
Personal Injury End. No. 11					Annual					
10% of Division 1 Premium		9840			Deposit					
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Alpractice		332			Flat Cl	arge	Cov. Y			
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PREMIUM

Policy No. LP1-121-010461-186R

GPO 2157 R4 🚖

Page No. ____9___

CGase 244-32/4287KEPDJNDoD86+04entFile0007/30/241/12/12/12/dere@03/430724f 115: PlageID 1D 12/05559 Exhibit(s) 34 Page 17 of 44

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)

AE1-121-010461-166 (Hopeman Brothers Inc.)

Canada

LP1-121-010461-156 (Hopeman Bros. Inc., etal)





Premium \$

LIBERTY MUTUAL INSURANCE COMPANY

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Trank L. Farmel PRESIDENT

Effective Date Expiration Date Audit Basis For attachment to Policy No. LPL-121-010461-186R

Issued to

Bruce E. Doorman_

SECRETARY

Countersigned b AUTHORIZED REPRESENTATIVE



Issued

Endorsement Serial No. 22

CGase 244-32/4287KEPDJNDoD86+034entFile0907/780//241/12/12/12/02/ere@007/630824f 115: PlageID #De560 Exhibit(s) 34 Page 18 of 44

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

Trank L. Jaurel Preso PRESIDENT

Effective Date Expiration Date Audit Basis

For attachment to Policy No. LP1-121-010461-186R

Issued to

Bruce E. Boosman_

Countersigned 5 AUTRORIZED REPRESENTATIVE

652 Louisiana

Issued

Sales Office and No.

End. Serial No. 21

CGase 244-32/4287KEPDJNDoD86+034entFile0007/30/241/12/12/12/12/02/ef 007/6309/24f 115: PlageID #D#561 Exhibit(s) 34 Page 19 of 44

Watercraft Exclusion

It is agreed that Exclusion (c) Paragraph (l) 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.

/ður E.

Duce E. Do

Countersigned b Effective Date

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Countersigned by_

AUTHORIZED REPRESENTATIVE

Audit Basis Premium \$ For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

AUTHORIZED

Endorsement Serial No. 20

Work Units 1 ---

Issued

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Sales Office & No.

Expiration Date

CGase 244-32/4287KEPDJNDoD86684entFile0007/80/241/12/12/12/12/92/24f 19: Plag0ID#D4562 Exhibit(s) 34 Page 20 of 44

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.

Code	Rates
3759	State of Hire

This endorsement is executed by the company below designated by an entry in the box opposite its name. ILIBERTY MUTUAL INSURANCE COMPANY

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Buce E. Doorman Tran

Countersigned by

Authorized Representative

AUTHORIZED REPRESENTATIVE

Effective 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.

Countersigned by_

C6ase 241-32/4287KEPDJNDoD86+034entFile0907/30/241/12/12/12/12/930124f 115: Plag9ID#D4563 Exhibit(s) 34 Page 21 of 44

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

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Countersigned by

AUTHORIZED REPRESENTATIVE Expiration Date

Countersigned by-

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

Issued

Endorsement Serial No. 18

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Work Units 1-.

Sales Office & No. . .

ST. PIERRE (HBI) -150

C6ase 244-32/4287KEPDJNDoD86+034entFile0907/780/241/12/12/12/ere@ag/e30/24f 115:121ag01D#D&564 Exhibit(s) 34 Page 22 of 44

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Deductible Property Damage Liability (Limited Form)

It is agreed that exclusion (h) of the policy jacket is amended to read as follows:

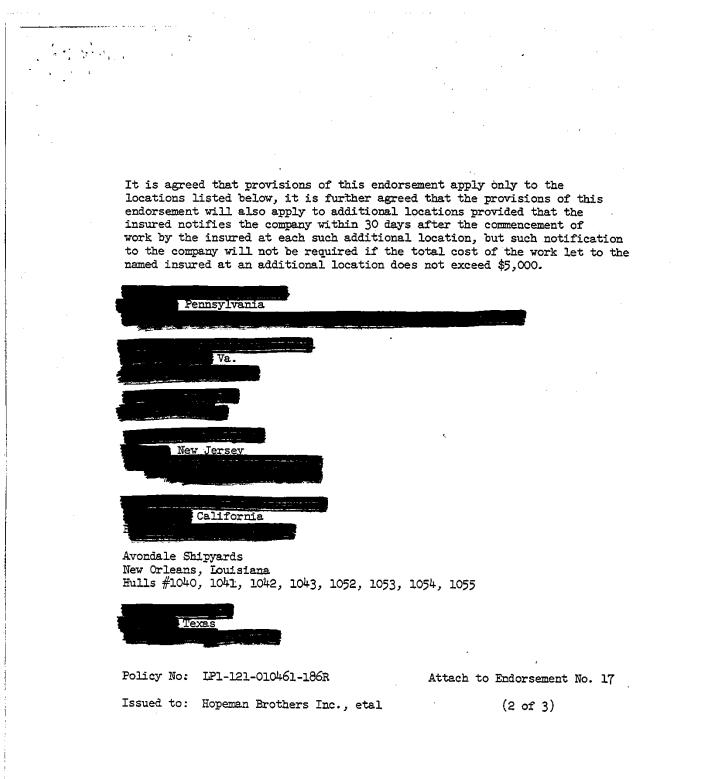
Under Coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured or (2) except with respect to liability under sidetrack agreements, property used by the insured, or (3) any goods or products or containers thereof manufactured, sold, handled or distributed or 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)		

CGase 244-32/4287KEPDJNDoD86684entFile0907/80/241/12/12/12/12/92/45224f 115: Plag91D4D4565 Exhibit(s) 34 Page 23 of 44



C6ase 241-32/4287KEPDJNDoD86+034entFile0907/30/241/12/12/12/12/932424f 115: Plag9ID#D4566 Exhibit(s) 34 Page 24 of 44

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				, N.Y.			••	
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		Deletion of Care	Payroll	<u>Per </u> \$	100 of Pa	yroll	Premium	
		Custody and Contro	l					
		776	If any					

This endorsement is executed by the company below designated by an entry in the box opposite its name.

18tua Z.

18tua E. L

Countersigned by

Countersigned by, Expiration Date

AUTHORIZED REPRESENTATIVE

Effective Date

Audit Basis Included on extension schedule Premium \$ For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

AUTHORIZED REPRESENTA

Endorsement Serial No. 17 (3 of 3)

Work Units 1 -. .

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Issued

Sales Office & No.

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CEase 241-32/4287KEPDJNDoD86+034entF71e09077/30/241/12/n2ere@007e3262df 115: Plag91D#De567 Exhibit(s) 34 Page 25 of 44

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								
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LIBERTY MUTUAL INSURANCE COMPANY

hand L. Jaw PRESIDENT

Bua SECRETARY

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No.

LP1-121-010461-186R

Issued to

Countersigned by AUTHORIZED REPRESENTATIVE

20L Form G 531 LP LS LT Issued 2

Sales Office and No.

End. Serial No. 16

C6ase224I-32/4287KEPDINDoD66+B4entFiled907/80/241/1E/12ere8a7432624f193:Phg9ID#D4568 Exhibit(s) 34 Page 26 of 44

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 provisons:

1. In Insuring Agreement I, the words "caused by accident" are deleted.

- 2. The word "occurrence" is subsituted 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 3½% 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. E LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Auce & Dooman Trans L. Taurell

Buce & Booman Frank L. Tarmell

Countersigned by Effective Date Audit Basis

Countersigned by_ AUTHORIZED REPRESENTATIVE

Premium \$

For attachment to Policy or Bond No. IP1-121-010461-186R Issued to

Issued

Endorsement Serial No.

15

(257IM) Work Units 1 --

C6ase 241-32/4287KEPDJNDoD86+034entFile0907/36/241/12/12/12/12/930724f13:12/ag9ID#D4569 Exhibit(s) 34 Page 27 of 44

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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

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. LP1-121-010461-186R

Issued

Issued to

2260 (11-1-63)LP LT LU -

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell PRESIDENT

Countersigned by,

AUTHORIZED REPRESENTATIVE Endorsement Serial No. 14

ST. PIERRE (HBI) -156

C6ase 244-32/4287KEPDJNDoD86+034entFile0907/780/241/12/12/12/eref9.007/632824f 115:121ag91D4D4570 Exhibit(s) 34 Page 28 of 44

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.

Issued to

2256 (2/11/63) LP1-121-010461-186R

Issued

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Jarwe

PRESIDENT

Countersigned b

AUTHORIZED REPRESENTATIVE 13 End. Serial No.

C6ase 244-324287KEPDJNDoD66c84entFile0907780/241/12/12/12/ere@007/630924f115:121a401D7D6571 Exhibit(s) 34 Page 29 of 44

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.

Countersigned by

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Countersigned by____

Effective Date Audit Basis Premium \$

LP1-121-010461-186R

Expiration Date

For attachment to Policy or Bond No. Issued to

Endorsement Serial No. 12

Work Units 1-

Issued

C6ase224I-32/4287KEPDINDoD86+B4entF71e0007780/241/1E/12ere80374380/24f193:PE490D7D8572 Exhibit(s) 34 Page 30 of 44

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 edvertising 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 provison respecting one person, \$300,000.

> 10% of Division 1-Premium Annual Minimum

This endorsement is executed by the company below designated by an entry in the box opposite its name. S LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Expiration Date

Buc E. Doorsen Frank L.

Countersigned NIZED REPRESENTATIVE

Countersigned by.,

AUTHORIZED REFRESENTATIVE

Effective Date Audit Basis

Premium \$ Included on Extension Schedule For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

Endorsement Serial No. 11

Work Units 1-

Issued

CGase 244-32/4287KEPJNDoD86+04entFile0907/30/241/12/12/12/12/930124f 115: Plag9ID#D#573 Exhibit(s) 34 Page 31 of 44

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 casued by the insured, resulting from (a) false arrest, melicicus 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 Flat Charge

This endorsement is executed by the company below designated by an entry in the box opposite its name.

AUTHORIZED REPRESENT ration Date

Buc & Doorman Thank L. Tam

Countersigned by____

AUTHORIZED REPARSENTATIVE

Countersigned b Effective 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

<u>Work Units 1</u>-

Issued

C6ase 241-32/4287KEPDJNDoD86+034entF71e09077304241/12/12ere@037430224f145:224g91D#D4574 Exhibit(s) 34 Page 32 of 44

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

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

Oluce E. Trank L.

Buc & Doorman Frank L. Tac

Countersigned b Effective Date Explantion Date

Countersigned by__

AUTHORIZED REPRESENTATIVE

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

C6ase224I-32/4287KEPDINDoD66+B4entFile(2007/80/241/1E/12ere8ag7/38/224f125:Phg9ID#D4575 Exhibit(s) 34 Page 33 of 44

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 endorse-ment 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:

Coverages	SC	HEDULE		Lir	nit s of	Liability
Y Contractual Bodily Injury Liability	\$ \$	100, 300,		each person each accident		
Z Contractual Property Damage Liabili	\$	\$ 100,000 each acciden \$ 100,000 aggregate				
Description of Operations-Classificative	Code No.	Premium Basis	Rates Coverage Y Cove	rage Z		ce Premiums

See Extension Schedule Attache	d		Annual : Deposit	remium Premium	
		<u> </u>			

Sales Office and No.

Premium \$ Included on declarations

Effective Date Expiration Date Audit Basis For attachment to Policy No. LP1-121-010461-186R

Issued to

Issued

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Far

PRESIDENT

Secretary

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Countersigned by. AUTHORIZED REPRESENTATIVE

End. Serial No. (l of 2)

C6ase 241-32/4287KEPDJNDoD66-034entFile0007/30/241/12/12/12/ere@ 07/30/24f 115: Plag0ID De576 Exhibit(s) 34 Page 34 of 44

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LIMITS OF LIABILITY RATES PER \$100 CONTRACTUAL NAME OF INDEMNITEE OF CONTRACT COST COVERAGE Y COVERAGE Z CODE AND DATE OF CONTRACT No. COVERAGE Y COVERAGE 1. Each Accident 1. Each Person 2. Each Accident LOCATION OF PROJECT 2. Aggregate \$ 500,000 First \$ 500,000 Next \$1,000,000 Over June 1, 1917 0554 Pa. 156 East 46th St. Flat Charge 0521 New York, N.Y. Not Stated 0553 Virginia Not Stated 0553 Calif. Not Stated Att. to End. No. 8 (2 of 2) LP1-121-010461-186R Policy No. GPO 2563 R1

Extension Schedule - Contractual Liability Coverage Endorsement

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C6ase 244-32/4287KEPDJNDoD86+034entFile0907/780/241/12/12/12/12/930624f 115: Plag9ID#D#577 Exhibit(s) 34 Page 35 of 44

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 (I) 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, severs 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, excevating 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.

die a AUTHERIZED REPRESENTATIVE

Bua & Scormen Thank L. Saunell

Countersigned by_____

Countersigned by Effective Date Audit Basis

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Audit Basis Premium \$ For attachment to Policy or Bond No. LP1-121-010461-186R

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Endorsement Serial No. 7

Work Units 1-

Issued to

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 te 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.
- 111. 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 heid 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;

210L Form A & G 498 LP LS LT LU (Rev. 6-1-52) Page 1 of 3 (Continued on page 2)

C6ase 241-32/4287KEPDJNDoD86+034entFile0907/36/241/12/12/12/12/938724f 115:224g9ID#D4579 Exhibit(s) 34 Page 37 of 44

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

	Î	NAME OF INDEMNITEE AND	RATES	ADVANCE	PREMIUMS
DESIGNATION OF CONTRACTS	CODE	DATE OF CONTRACT	COVERAGE Y COVERAGE Z	Coverage Y	COVERAGE Z
CLASSIFICATION	No.	PREMIUM BASIS (a) Number Insured (b) Cost	(a) Per Contract (b) Per \$100 of Cost	316	336
		See Inclusion of Contrac from All Contracts of th	tual Liability A e Type Described	rising Form No. 3311	

This endorsement is subject to the Nuclear Energy Liability Exclusion (Broad Form) forming a part of the policy.

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farmel

Secretary

Countersigned by AUTHORIZED REPRESENTATIV

PRESIDENT

LP1-121-010461-186R

210L Form A & G 498 T.P LS LU LT (Rev. 6-1-62) Page 3 of 3

Premium \$

Effective Date Expiration Date

Audit Basis For attachment

to Policy No.

Issued to

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Endorsement Serial No.

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C6ase 241-32/4287KEPDJNDoD86+034entF71e09077/30/241/12/n2ere8/907/430824f 115: Plag91D#D4560 Exhibit(s) 34 Page 38 of 44

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 withcut 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

Trank L. Tarwell PRESIDENT Leurge G. Proso-

AUTHORIZED REPRESENTATIVE

Effective Date Expiration Date Audit Basis For attachment to Policy No.

LP1-121-010461-186R

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Sales Office and No.

Countersigned by

End. Serial No.

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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 The policy does not apply under any Liability Coverage to hability 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 carries or giving of any alcoholic between a locholic between the selling serving of any expense of any alcoholic between a locholic between a locholi 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

Trank L. Farrell President

President

SECRETARY

Countersigned by

410L Form G735a Issued LO LP LS LT LU

LP1-121-010461-186R

Effective Date

Expiration Date

For attachment to Policy No.

Issued to

Sales Office and No.

RIZED REPRESENTATI End. Serial No.

ST. PIERRE (HBI) -168

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C6ase 241-32/4287KEPDJNDoD86+34entF71ed907780/241/12/12/12ere@agr/3012df 115:Plag91D#D&562 Exhibit(s) 34 Page 40 of 44

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

Trank L. Farwell Pressorer

PRESIDENT



Issued

Countersigned by_.

Sales Office and No.

End. Serial No.

AUTHORIZED REPRESENTATIVE

LP1-121-010461-186R to Policy No.

Issued to

Premium \$

Effective Date Expiration Date

Audit Basis For attachment

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C6ase 241-32/4287KEPDJNDoD86+034entFile0907/30/241/12/12/12/12/930124f 115: Plag9ID#D4563 Exhibit(s) 34 Page 41 of 44

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

Trank L. Tarwell Pressure Burn & Bronuau PRESIDENT

Effective Date Expiration Date Audit Basis For attachment to Policy No.

LP1-121-010461-186R

Lssued to

Countersigned by AUTHORIZED REPRESENTATIVE

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End. Serial No.

SECRETARY

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Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include **Control** 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. E LIBERTY MUTUAL INSURANCE COMPANY

Olua E. Countersigned by

Aug E.

Countersigned by.

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$ For attachment to Pol-Issued to

For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

AUTHORIZED REFRESENTATIVE Expiration Date

Endorsement Serial No. 1

Work Units I -

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Issued

Sales Office & No.

C6ase 241-32/4287KEPDJNDoD86+034entF71e09077306/241/12/12ere@ 0763082df 115: Plag91D#D6565 Exhibit(s) 34 Page 43 of 44

"nuclear facility" means

(a) any nuclear reactor,

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- (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.

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No.

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farmer Device G. Potto PRESIDENT

SECRETARY

Countersigned by

AUTHORIZED REPRESENTATIVE Endorsement Serial No.

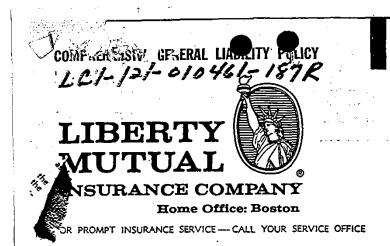
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C6ase 244-32/4287KEPDJNDoD86+034entFiled007/780/241/1E/nteref007/e30/24f 145: Plag0ID#D4566 Exhibit(s) 34 Page 44 of 44

1. COI "'TERSIGNATURE OF RESIDENT / ~ENT 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 (Resident Agent of Liberty Mutual Insurance Company) <u>Georgia</u> Sales Office. (State) 1710 FORCY INUMBER: ד שנד ・ヘエヘナウブーブハハル Name of Policyholder: Address: • Countersigned by (Resident rty Mutual Insurance Company) Pennsylvania Sales Office. (State) 1710 427.24 42.2

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THIS POLICY IS CLASS FIED IN DIVIDEND CLASS I

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.

7-68

(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 insund 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

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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 dzmage 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;
- 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;

to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's producta 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 (n) or from use because of any known or suspected defect or deficiency therein.

SUPPLEMENTARY PAYMENTS

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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: judgment which liability thereon;
- (b) premiums on appeal bonds required in any such suit, pre-miums 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 poly for a furnich any pub hords. to apply for or furnish any such bonds;
- expenses incurred by the insured for first aid to others at the (c) time of an accident, for bodily injury to which this policy applies;
- 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 (d) 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:

- if the named insured is designated in the declarations as an (a) 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;
- if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organiza-tion so designated and any executive officer, director or stock-(c) holder 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 pamed insured: and
- with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law, (e)
 - (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 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 organ-ization legally responsible for such operation, but only if there is no other valid and collectible insurance avail-able, 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
- 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). (2)



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 proper damage, or (3) claims made or suits brought on account of bodi injury or property damage, the company's liability is limited follows:

Coverage A—The limit of bodily injury liability stated in declarations as applicable to "each person" is the limit of company's liability for all damages because of bodily injury st tained by one person as the result of any one occurrence; b subject to the above provision respecting "each person", the tot liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence; 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 dam-ages because of (11 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 ex-ceed 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":

- all property damage arising out of premises or operations rated 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 in-cluded in subparagraph (2) below;
- 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 liabil-(2)ity is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include prop-enty 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;
- 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 badily injury and property damage atising 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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¹ "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;

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"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:

- 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 selfpropelled, (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-intransit 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 I 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 mjury 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.

<u>Bremium 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 animed insured, shall be policy period is less than the policy period is less than the policy period the uncarned premium for the policy period is less than the premium previously paid, the company shall return to the named insured.</u>

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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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.

Insured's Duties in the Event of Occurrence, Claim or Suit

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- (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 bodity 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.

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's liability, resentative. Banknuptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

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 imaining 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.

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(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 aforesid 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.

Buc E. Dooman SECRETARY

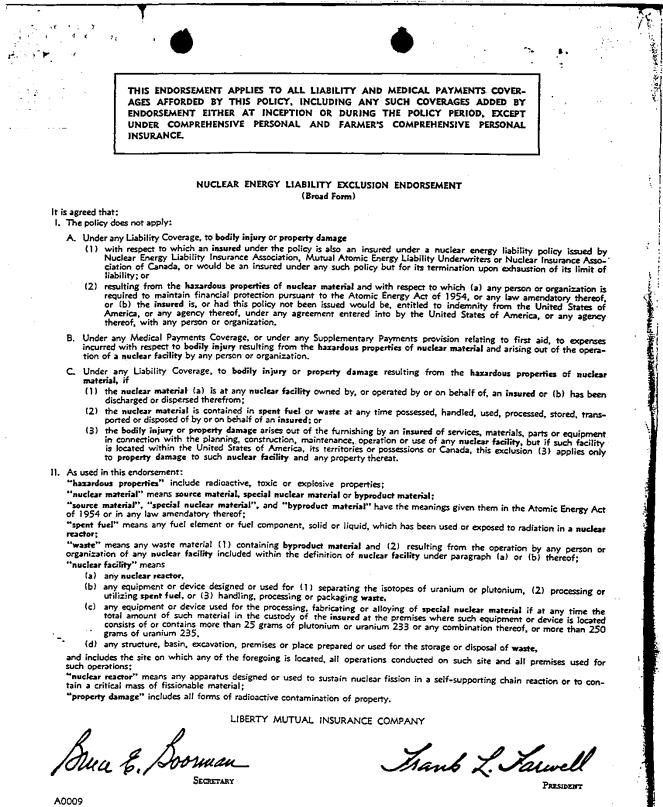
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PRESIDENT

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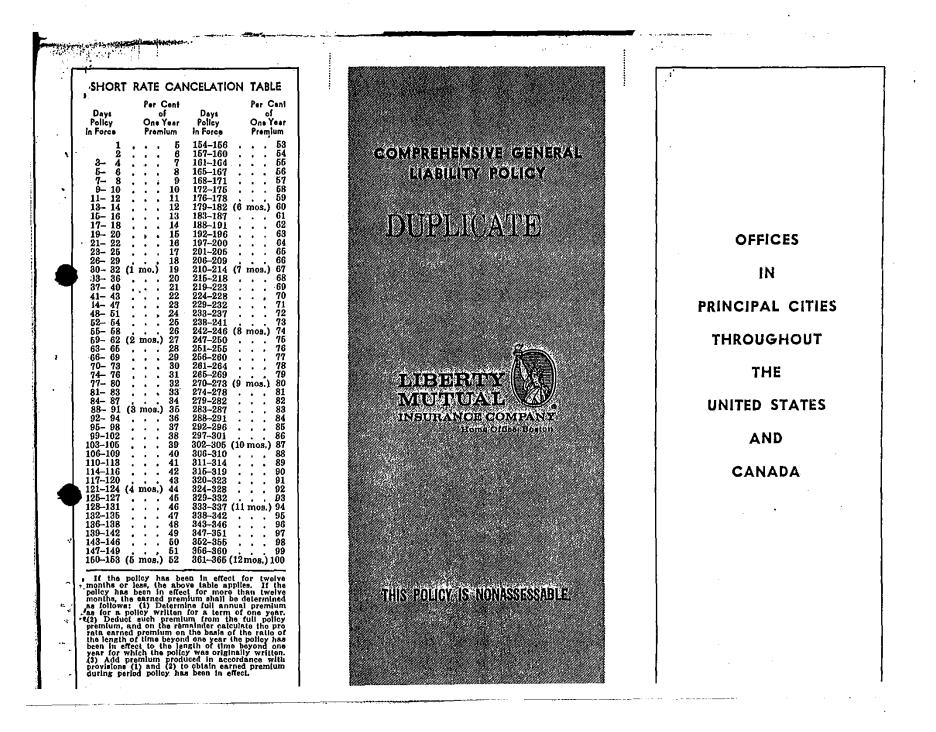




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- , ,	ARATIONS MUT INSURAN		REHENSIVE GENI IABILITY POLICY
Policy No.	TD Code Sales Office	Code Salesman	Code N/R 1s
	1-010461-187R 23 New York		7544 2 /
Item 1.	Named Insured Hopeman Brothers Inc. and Address 156 E. 46th St., New York, 1 The named insured is: Individual [], Partnership	New York 10017	
	Business of named insured is: Contracting		Y
Item 2.	Policy Period: From L and L 12:01 A.M., standard time at the	Year Ma. Day 67 to 1 1 address of the named insured as stated	68 1
	Audit Basis: At Expiration [], Annual [], Ser	mi-Annual 🗍, Quarterly 🔲, Monthly	7 💢, Flat Charge [
Item 3.	The insurance afforded is only with respect to suc charge or charges. The limit of the company's liab all the terms of this policy having reference thereto	oility against each such Coverage shall be	dicated by specific p e as stated herein, su
	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMI
	A-BODILY INJURY LIABILITY	 \$ 100,000 each person \$ 300,000 each occurrence 	
		\$ 300,000 aggregate	
	B—PROPERTY DAMAGE LIABILITY	<pre>\$ 100,000 each occurrence \$ 100,000 apprepate</pre>	
Item 4.	MISCELLANEOUS CHARGES	As per End. No.(s) 4 & 5	
		Advance Deposit Premium Discount TOTAL ADVANCE PREMIUM	
	The premium for this policy is payable \$ on the second anniversary.	·····	niversary and \$
Item 5.	The declarations are completed on the attached scl	hedules designated "General Liability H	lazards".
The poli	cy, including all endorsements issued therewith, is her	reby countersigned byAuto	rized Representative

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Item 5. Declarations - Schedule - General Liability Hazards DESCRIPTION OF HAZARDS RATING CLASSIFICATIONS CODE NO. Buildings or Premises 0129A Premises Boat or Ship Building 2464A Operations Sash, Door or Assembled Millwork Mfg. 2464В Fireproof Equipment Mfg. 2457 Contractors 3759 Carpentry N.O.C. 3457 Furniture or Fixtures Installation in Offices or Stores 5146 Carpentry 5437 Office or Bank Building Elevators in buildings occupied above Elevators grade floor by the insured exclusively 033 £ Completed Operations: Carpentry Construction Products 1203 Contractual Construction Agreements - indemnification of owners Intermediate form contracts 0554 Limited form contracts 0553 ٨, Contractual Liability - N.C.C. 0521 2 Policy No. LG1-121-010461-187R Page No. 1 GPO 2742 • · ·

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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			
	PERSONAL INJURY End. 4 9840 PERSONAL INJURY End. 5 9840 DELETION OF CARE CUSTODY AND CONTROL	Cov. P		
	MALPRACTICE			
	Annual TOTAL ADXANGE PREMIUM		<u> </u>	

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Premium Summary Schedule

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• COVERAGE COVERAGE ADVANCE DIVISIONS NO. PREMIUM В Α 1 PREMISES 1 OPERATIONS 2 ELEVATORS STRUCTURAL ALTERATIONS, 3 New Construction, Demolition 3 INDEPENDENT CONTRACTORS 4 PRODUCTS - Completed Operations CONTRACTUAL PERSONAL INJURY END. 4 PERSONAL INJURY END. 5 DELETION OF CARE CUSTODY AND CONTROL MALPRACTICE TOTAL DEPOSIT PREMIUM PREMEUM DISCOUNT Discounted Deposit TOTAL/ADVANCE PREMIUM $\mathbf{x}_{1}^{\mathbf{k}}$ LG1-121-010461-187R Policy No. Page No. 3

Premium Summary Schedule

Issued to

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DESCRIPTION OF HAZARDS	TER.	E X CM	UM BASES		COVERAGE A	COVERAGE B	COVERAG	7 A	COVERAG
PREMISES - OPERATIONS	Code No.	 (a) Remunelation (b) Area (c) 	(c) Frontage	(d) No.	(a) Pra \$100 Ru (b) Pra 100 Sq. (c) Pra Linzar (d) Pra Unit (c)	THUNERATION FT. OF AREA T. OF FRONTAGE	MO CO OL & T	311 312X 313X	
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Policy No. LG1-121-010	161_187P	·	·		······································		Pa	ze No.	<u> </u>

Trem 5 Declarations - Schedule - General Liability Hazards

ST. PIERRE (HBI) -206

C6ase 244-324287KEPDJNDoD66+05entFiled007/780/241/1E/n2ere@ 07e30/24f 85: P1ag0ID#De568 Exhibit(s) 35 Page 12 of 39

RATES ADVANCE PREMIUMS PREMIUM BASES DESCRIPTION OF HAZARDS TPP. COVERAGE A COVERAGE B COVERAGE A COVERACE E (a) PER \$100 REMUNERATION (b) PER 100 SQ, FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c) MO 511 CO 512 X OL & T 315 (a) REMUMERATI Code No. (c) Frontage (d) No. PREMISES - OPERATIONS (b) Anea (e) 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 Page No. 5 Policy No. LG1-121-010461-187R GPO 2745

Item 5. Declarations - Schedule - General Liability Hazards

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C6ase 244-324287KLPDJNDoD66+35entFiled007//80/241/12/12/ref? 87/e30824f 85: P1ag0ID#D4569 Exhibit(s) 35 Page 13 of 39

	-		ITM BASES		RAT			PREMIUMS
DESCRIPTION OF HAZARDS	TERE.	РЕЯ	IUM BASES		COVERAGE A		COVERAGE A	COVERACE
PREMISES - OPERATIONS	Code No.	(a) Remuneration (b) Area (c)	(c) Frontage	(d) No.	(a) Pra \$100 Ra (b) Pra 100 So. (c) Pra Lineau (d) Pra Unit (e)	FT. OF AREA FT. OF AREA FT. OF FRONTACE	MO 311 CO 312 X OL & T 315	
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M = MINIMUM PREMIUM Policy No. LG1-121-010	<u> </u>	I		<u> </u>	!		Page No.	6

Item 5 Declarations - Schedule - General Liability Hazards

ST. PIERRE (HBI) -208

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C6ase 244-324287KLPDJNDoD66+35entFiled007//80/241/12/12/12/eref ag/d30424f 35: Plag0ID#D46600 Exhibit(s) 35 Page 14 of 39

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DESCRIPTION OF HAZARDS	T222.	PREM	IUM BASES		COVERACE A	COVERACE B	COVERACE A	COVERACE
PREMISES - OPERATIONS	Code No.	(a) REMUNERATION (b) Asea (c)	(c) Frontace	(d) No.	(a) Pza \$100 Ra (b) Pza 100 So. (c) Pza Limena I (d) Pza Unit (e)	DEUN PLATION FT. OF ÅBEA T. OF FRONTACE	MO ;11 CO ;12 X OL & T ;1;	
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M = MINIMUM PREMIUM								
Policy No. LG1-121-0104	61-1878	·	·	·		,	Page No.	7

Item 5. Declarations — Schedule — General Liability Hazards

ST. PIERRE (HBI) -209

C6ase 244-32/4287KEPDJNDoD66+35entFiled007/780/241/1E/12ere@ag#30/24f 85: PlageID#D#De661 Exhibit(s) 35 Page 15 of 39

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DESCRIPTION OF HAZARDS	TRR.	Premit	DM BASES		RAT		ADVANCE I	
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PREMISES — OPERATIONS	Code No.	 (a) Remunication (b) Abea (c) 	(c) Frontage	(d) No.	(a) PER \$100 R (b) PER 100 Sq (c) PER LIVEAR (d) PER UNIT (c)	EMONELATION FT. OF AREA FT. OF FRONTAGE	MO 311 CO 312 OL & T 315	
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154-156 E. 46th St. New York, N.Y.	0 <u>1</u> 033			1				
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Independent Contractors		C	०ऽग		Per \$100	of Cost	317	
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			1155		(1) Pen #7/	NO SALES	310	
Products — Completed Operations		(a) 5. (b) R (c)	LES ECEIPTS		(b) PER \$1((c)	000 SALES 000 RECEIPTS	310	
)						}
						PREMIUM Totals		
M = Minimum Premium						TOTAL PREMIUM		

Item 5. Declarations - Schedule - General Liability Hazards

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C6ase 241-32/4287KEPDJNDoD86+05entFile0007/30/241/12/12/12/12/06ref 007/30/24f B5: Plag0ID De662 Exhibit(s) 35 Page 16 of 39

- 1 · · · · , .

RATES ADVANCE PREMIUMS PREMIUM BASIS DESCRIPTION OF HAZARDS Code COVERAGE A COVERAGE B COVERAGE A Coverage B (a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c) (a) SALES (b) RECEIPTS (c) PRODUCTS No. 310 X COMPLETED OPERATIONS (ъ) California 1203 New York 1203 Louisiana 1203 All Other States 1203 Annual Deposit Contractual Cost As per End. No. 2 Miscellaneous Deletion of CCC End. #8 Annual Deposit Malpractice End. #3 Annual Deposit Personal Injury Co Ρ End. #4 9840 Annuel Deposit Personal Injury 9840 End. #5 15% of B.I. (OL & T and M & C) Premium 9840 Annual Deposit M = MINIMUM PREMIUM Policy No. LG1-121-010461-187R Page No. 9 GPO 2749 LC-LG

Item 5. Declarations - Schedule - General Liability Hazards

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C6ase 241-32/4287KEPDJNDoD86+05entFile0007/30/241/12/12/12/12/07/307/24f B5: Plag0ID#D46603 Exhibit(s) 35 Page 17 of 39

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 AMENDATORY ENDOR	SEMENT		
		<u> </u>	-

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

1014a E. ea Countersigned by

Hopeman Brothers Inc. and

AUTHORIZED REPRESENTATIVE

1014a E.,

Countersigned by_ Expiration Date 1-1-68

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 18

Work Units 1 -

Issued to

Audit Basis

Effective Date 1-1-67

8

Premium \$ adjust on audit

For attachment to Policy or Bond No.

Issued Jg 8-8-67

IG1-121-010461-187R

Sales Office & No. 202

C6ase 241-32/4287KEPDJNDoD66+35entFiled007/780/241/1E/12ere@ag#30824f 85: Plag0ID#De664 Exhibit(s) 35 Page 18 of 39

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MISCELLANEOUS CHANGE ENDORSEMENT (General Liability)

The policy declarations are amended by the changes entered below:

Change A - Policy Period: From

To

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Change B — Location:

Change C — Hazard(s)			<u></u>		verage Code	: D. I.	<u> </u>	
	Terr.	Premium Bases	Anna	Rates		Advance	Premiums	
	Code	k .						•
	No.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverag
Operations Louisiana Revised Rates	3457 3759 5437							
Products- Completed Operations	-						ĺ	
Louisiana Revised Rates	1203							}
Experience Percentage Basic- 30% Debit(La.)								
M – Minimum Premium								
If Policy Period more than On effective date of policy		, premium is pay 1st Annivers		2nd	Anniversary	r \$		
Adjustment of premium shall be r	nade at E	xpiration [], An	nual [], Se	mi-Annual], Quarterl	y 门, Month	ily 📑, Flat (Charge [
_	-	on audit		Per	iodic Payme	nt \$		
Effective Date 1-1-67 Expiration Date 1-1- Audit Basis 8 For attachment to Policy No. IG1-121 Issued to Hopeman F	-68 010461	-187R Inc. Btal.					ICE COMPA	
Work Units			Countersig	med by	• • • • • • • • • • • • • • • • • • •	4	h L. Yauna	2
L-G 6006 (3-15-67)	Issue	.d jw 6-14-6	7 Sales (ffice and N		THOREED REP: Fred		17

. . .

C6ase 241-32/4287KEPDJNDoD86+05entF71e00077/30/241/12/n2ere@007e30924f B5: Plag91D#De6605 Exhibit(s) 35 Page 19 of 39

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 (in lieu of Flat Charge

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:

This endorsement is executed by the company below designated by an entry in the box opposite its name. □ LIBERTY MUTUAL FIRE INSURANCE COMPANY E LIBERTY MUTUAL INSURANCE COMPANY

Buy E. K

N.Y.

Countersigned by AUTHORIZED REPRESENTATIVE Effective Date 1-1-67 Expiration Date 1-1-68 Audit Basis 8

Countersigned by_

AUTHORIZED REPARSENTATIVE

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 6-14-67 jw Sales Office & No.

202 . .

C6ase 24-324287KEPDJNDoD86+35entFiled007/30/241/12/12/12/04ref9307432024fB5:121ag91D#D46666 Exhibit(s) 35 Page 20 of 39

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
LG1-121-010461-207R (Wayne Manufacturing Corporation)	\$	
AE1-121-010461-167 (Hopeman Brothers Inc.)		
Canada LP1-121-010461-157 (Hopeman Bros. Inc., etal.)		
LG1-121-010461-237R (

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. 1.G1-121-010461-187R

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell PRESIDENT SECRETARY

2237 (11-23-59)

Countersigned by.

Issued

AUTHORIZED REPRESENTATIVE Endorsement Serial No. 15

ST. PIERRE (HBI) -215

CGase 244-32/4287KEPDJNDoD86+05entFiled007/30/241/12/12/12/12/12/432124f 85: Plag91D4D46607 Exhibit(s) 35 Page 21 of 39

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 damestic 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:

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LIBERTY MUTUAL INSURANCE COMPANY

Janb L. Jarwel

PRESIDENT SECRETARY

14

Countersigned by

G328 (10/1/66) LC LG LO LM

Effective Date

Expiration Date

For attachment

Issued to

to Policy No. IG1-121-010461-187R

Endorsement No.

Authorized Representative

CGase 244-324287KLPDJNDoD 66-035entFiledD07/80/241/1E/n2ere® 037630/24f 85: Plag9ID D 66-035 Exhibit(s) 35 Page 22 of 39

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	This and a mark would find much it		e provisions of the policy relating]
	to the following:			•
		rerage A—Bodily Injury Liabi	-	
	Cove	rage B—Property Damage Lia		
	1,			-
		MOBILE EQUIPMENT		
	(Massachu:	atts Compulsory Liability So	curity Act)	
tenance, use, la	it the following additional provisions ading or unloading of any mobile eq itts Compulsory Liability Security Act.	sigment with respect to which	h insurance is required of the name	ownership, mai ad insured und
prime	pt to the extent provided in paragra ary or excess basis to bodily injury or ded under any liability coverage (com ed	property damage with respec	ct to which any insurance (regardle	iss of amount)
2. If the comp with	a. e only liability insurance applicable w pulsory coverage, the Bodily Injury Li respect to bodily injury arising out of ansportation or locomotion.	ability Coverage of this polic	cy shall apply in excess of such ins	urance, but on
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Premium \$			LIBERTY MUTUAL INSURAL	
Effective Date	,		Buca E. Doorman Trank	1 Jan _ 11
Expiration Date Audit Basis			Janesar	
For attachment				
to Policy No.	LG1-121-010461-187R			
Issued to				
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		Countersigned by	Authorized Representative	
G513				

C6ase 244-324287KEPDJNDoD66+05entFiled007/780/241/1E/nteref9.037/430/24f B5: Plag9ID#D46609 Exhibit(s) 35 Page 23 of 39

ACTION AGAINST COMPANY AMENDMENT (Messachusetts)

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

Bun &., Jan

For attachment to Policy No. IG1-121-010461-187R Issued to

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66 Countersigned by

Authorized Representative

Endorsement No. 12

C6ase 241-32/42187KLPDJNDoD86+35entFilead07/730/241/12/12/12/12/930/424f B5: Plag9ID#D4660.0 Exhibit(s) 35 Page 24 of 39

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

PRESIDENT

Trank L. Tarwell PRESIDEN SECRETARY

Countersigned by. AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 11

652 Louisiana

Effective Date Expiration Date

Audit Basis For attachment

Issued to

Issued

to Policy No. 1G1-121-010461-187R

ST. PIERRE (HBI) -219

CGase 244-32/4287KEPDJNDoD86-35entFiled077/30/241/12/12/12/12/932524f B5: Plag9ID #De661 Exhibit(s) 35 Page 25 of 39

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 □ LÍBERTY MUTUAL FIRE INSURANCE COMPANY

1814a E. Ja.

Bua E.

Countersigned by_

AUTHORIZED REPRESENTATIVE

Countersigned by___

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AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis Premium \$

For attachment to Policy or Bond No. LG1-121-010461-187R Issued to

Issued

Endorsement Serial No. 10

Work Units 1 -

Sales Office & No. .

CGase 244-32/4287KEPJNDoD86+05entFiled007/780/241/12/12/12/12/62/ef 85: Plag9ID#D4566.2 Exhibit(s) 35 Page 26 of 39

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 and defense and, within the applicable limit of the company's liability, for the amount of any settlement settlement.

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> 3759 <u>Rates</u> 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

Trank L. Tarwell R. J PRESIDENT

Countersigned by

L-G2001 (10/1/66) LC LG LM LO

Endorsement No. 9

Authorized Representative

CGase 244-32/4287KEPJNDoD86+05entFiled007/80/241/12/12/12/12/97/24f 85: Plag9ID#D46603 Exhibit(s) 35 Page 27 of 39

Deductible Property Damage Liability (Limited Form)

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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
- 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: LG1-121-010461-187R

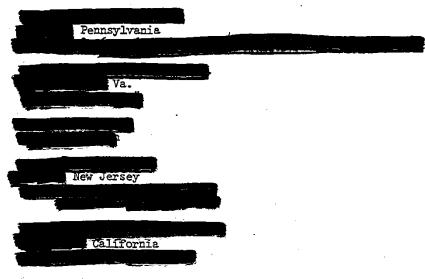
Attach to Endorsement No. 8

Issued to: Hopeman Brothers, Inc., etal.

(l of 3)

CGase 244-32/4287KEPDJNDoD86+05entFiledD07/780/241/12/12/12/12/92/4529/24f 135: Plag9ID#D4660.4 Exhibit(s) 35 Page 28 of 39

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.



Avondale Shipyards New Orleans, Louisiana Hulls #1040, 1041, 1042, 1043, 1052, 1053, 1054, 1055

Texas

1. A.

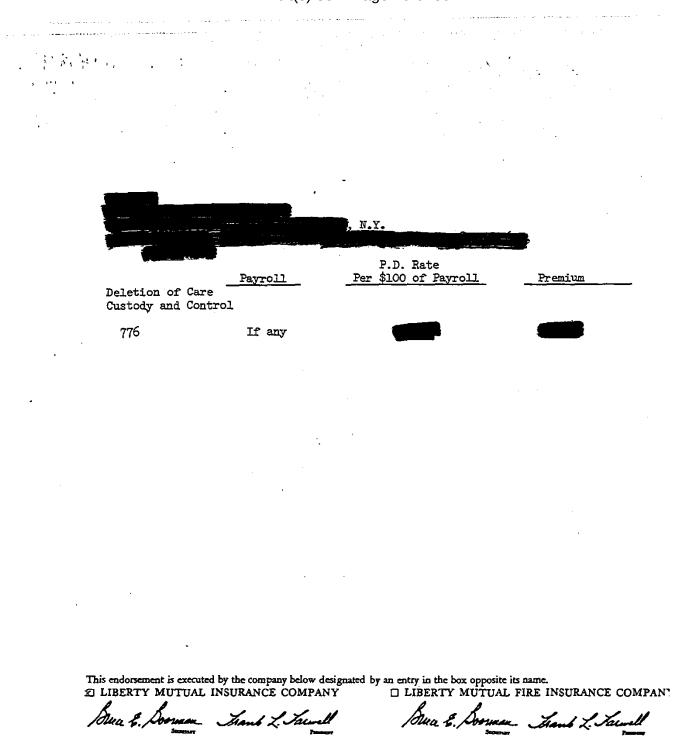
Policy No: LG1-121-010461-187R Issued to: Hopeman Brothers Inc., etal.

Attach to Endorsement No. 8

(2 of 3)

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C6ase 244-324287KEPDJNDoD66+05entFiled007/780/241/1E/nteref9.037/4329/24f 85: Plag9ID#D4660.5 Exhibit(s) 35 Page 29 of 39



Countersigned by

AUTHORIZED REPRESENTATIVE Expiration Date

Countersigned by.

AUTHORIZED REPRESENTATIVE

Effective Date

Audit Basis Premium \$ Included on extension schedule For attachment to Policy or Bond No. IG1-121-010461-187R Issued to

Endorsement Serial No. 8

Work Units 1 -

Issued

Sales Office & No. (3 of 3)

CGase 244-32/4287KEPDJNDoD86+35entFile3007/780/241/12/12/12/12/930/24f 85: Plag9ID#D46666 Exhibit(s) 35 Page 30 of 39

Miss.

EXCLUSION

(All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily lajury, personal injury or property demage 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

N. M. .

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LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell Pressource

SECRETARY

Countersigned by_

G301 (10/1/66) LC LG LM

Effective Date Expiration Date

For attachment

Issued to

to Policy No. 1G1-121-010461-187R

Endorsement No. 7

Authorized Representative

ST. PIERRE (HBI) -225

C6ase 244-324287KEPDJNDoD66c85entFiled007/30/241/12/12/12/ere@ag#30124f 85: PlageID#D#6667 Exhibit(s) 35 Page 31 of 39

in subden in

a 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. E LIBERTY MUTUAL INSURANCE COMPANY

man Janb L. Jaco

Countersigned by_ Effective Date

AUTHORIZED REPRESENTATIVE Expiration Date

Countersigned by_

AUTHORIZED REPRESENTATIVE

Audit Basis Premium \$ For attachment to Policy or Bond No. <u>LG1-121-010461-187R</u> Issued to

Endorsement Serial No. 6

Work Units 1 -

Issued

Sales Office & No.

C6ase 241-32/4287KEPDJNDoD86+05entF71e0007780/241/12/12/12/ere@ 07/38/224f B5: Plag91D#De6668 Exhibit(s) 35 Page 32 of 39

PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

Y

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 semed 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 demeges because of personal lajury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal lajury, 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 llability 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;

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(c) advertising, broadcosting 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 lajury 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 lajury 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's 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 nemed insured shall promptly reimburse the company therefor.

III. COVERAGE P --- POLICY PERIOD/ TERRITORY

Minimum Premium

Premium \$ Included on extension schedule

to Policy No. LG1-121-010461-187R

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

"demages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal lajury" 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 ogs."

	Schedule			
Limits of Liability	\$ \$	100,000 300,000	each person aggregate general aggregate	
•				
Insured's Participation		0	per cent	

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Tarmel

PRESIDENT

SECRETARY

Countersigned by

L-G2004 (10/1/66) ເເເພີ່ນວ -----

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Expiration Date Audit Basis For attachment

Endorsement No. 5

Authorized Representative

C6ase 241-32/4287KEPDJNDoD86+35entF71e00077/30/241/12/n2erePage38824f B5: PlageID#De6609 Exhibit(s) 35 Page 33 of 39

PERSONAL INJURY LIABILITY INSURANCE INDORSEMENT

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 samed insured as follows:

1. 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 demeges because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking demeges 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 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;

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(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the nemed insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

11. COVERAGE P - LIMITS OF LIABILITY, INSURED'S PARTICIPATION

The total liability of the company for all dameges because of all personel injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personel 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 demeges shall not exceed the limit of personel 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 nemed insured shall promptly reimburse the company therefor.

III. COVERAGE P -- POLICY PERIOD; TERRITORY

This policy also applies to persenal injury which occurs during the policy period within the policy territery; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defanatory material shall not be con-sidered 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 intengible property sustained by any organization as the result of faise 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

\$

100,000

300,000

Limits of Liability

Insured's Participation

to Policy No. LG1-121-010461-187R

See Schedule

Premium \$ Included on extension schedule

LIBERTY MUTUAL INSURANCE COMPANY

each person aggregate

general aggregate

0 per cent

Frank L. Farwell

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PREMIERT

SECTORARY

Countersigned by

L-G2004 (10/1/66) LC LG LA LO

Effective Date

issued to

Expiration Date Audit Besis For attachment

Endorment No. 1

1 of 2

C6ase 244-32/4287KEPDJNDoD66c65entFiled007780/241/1E/n2eref2037#38424f 85:121ag91D#D46620 Exhibit(s) 35 Page 34 of 39

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		ther agreed that Contract with N.Y.		ns of this endo Protective C	rsement apply ompany at 156	only with E. 46th St.,
	Premium	Flat Charge	3			
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Counter	rsigned by		<u></u>	Countersigned by		
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For att	achment to Polic	y or Bond No. IG1-1	21-010461-1871	R		
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Attach to Endorsement Serial No. 4

Work Units 1 -

Issued

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(2 of 2) Sales Office & No.

C6ase 244-324287KEPDJNDoD86c05entFiled007/780/241/12/12/12ere@007/630624f 85:12ag0ID 1De6621 Exhibit(s) 35 Page 35 of 39

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

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This endorsement is executed by the company below designated by an entry in the box opposite its name.

Frank L. Jaurel

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Countersigned by_ Effective Date

AUTHORIZED REPRESENTATIVE Expiration Date

Countersigned by_

AUTHORIZED REPRESENTATIVE

Audit Basis Premium \$ Included on extension schedule For attachment to Policy or Bond No. E.G1-121-010461-187R Issued to

Endorsement Serial No. 3

Work Units 1 -

Issued

Sales Office & No.

C6ase 244-32/4287KEPJNDoD86+035entFiled007/780/241/12/12/12/02/ere@ag/e30/624f 135: PlageID#D#D#6622 Exhibit(s) 35 Page 36 of 39

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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:

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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 indemnites 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 indemnites 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 indemnites 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.

IL 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 samed 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 ar 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):

"indemnitive" 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 demage 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 "sult" 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 flability 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 demoges because of all property demoge 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 nemed insured.

L-G2006a (11/1/66) LC LG LM LO Page 1 of 3

C6ase 241-32/4287KEPDJNDoD66-05entFile0007/780/241/12/12/12/12/930724f 85: Plag9ID#D46623 Exhibit(s) 35 Page 37 of 39

If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Lia Hazards." Classification Code Premium Rates Advance Premi	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1						
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If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Lia Hazards." Classification Code Premium Bases Rates Advance Premi Bases B.I. P.D. B.I. P.		Schedule					
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Premium \$ Included on extension schedule

Effective Date Expiration Date Audit Bosis For attachment to Policy No. LG1-121-010461-187R Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell Preserver Bur, & Bronning

SECRETARY

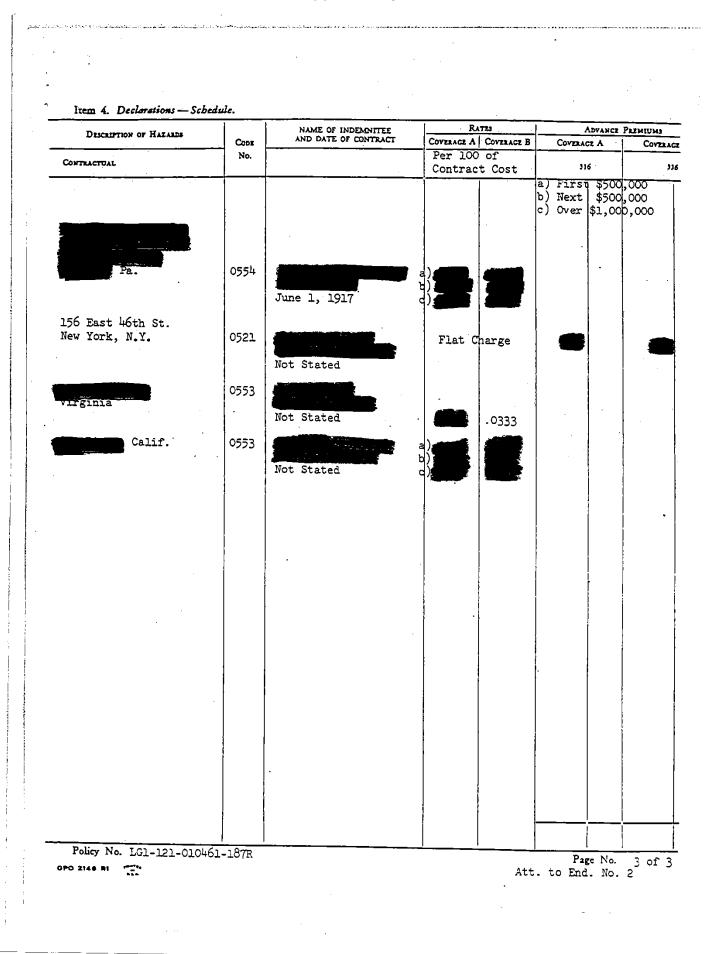
L-G2006a (11/1/66) LC LG LM LO Poge 2 of 3

Countersigned by __

Authorized Representative

Endorsement No. 2

C6ase 241-32/4287KLPDJNDoD66+05entFiled007/780/241/12/12/12/ere@ 07/430/24f 85: Plag0ID#D456624 Exhibit(s) 35 Page 38 of 39



CGase 244-32/4287KEPDJNDoD86+05entFiled007/780/241/12/12/12/02/ere@007/630924f 85: PlageID#De6625 Exhibit(s) 35 Page 39 of 39

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Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include a 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.

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Countersigned by.... Effective Date Audit Bosic AUTHORIZED REFRESENTATIVE Expiration Date

AUTHORIZED REPERSENTATIVE

Audit Basis Premium \$ For attachment to Policy or Bond No. <u>LG1-121-010461-187</u>R Issued to

Endorsement Serial No. 1

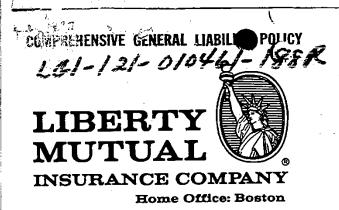
Work Units | --

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Sales Office & No.

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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 the named insured, or
 - 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 of 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

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PAGE I

HBI (8 THIS POLICY SEAL D 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.

68-69

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 fail-
- use 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;
- 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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Exhibit(s) 36 Page 2 of 38



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. deficiency therein.

T SUPPLEMENTARY PAYMENTS

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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, pre-miums 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 S25 per day because of his attendance at hearings or trials at such request.

I 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 organiza-tion so designated and any executive officer, director or stock-holder 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
- 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 avail-able, 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 the france does not apply to bodily injury or property dam-age 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.

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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 sus-tained 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 occur-rence 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 dam-ages because of (1) all bodily injury included within the complete operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability totach is the destance in concernent. 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 ex-ceed 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 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 in-cluded 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 altera-tions 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) :

PAGE 2

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· , ` 3 "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 equip-

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"bodily injury" means bodily injury, sickness or disease sus-

tained by any person;

"completed operations hazard" includes bodily injury and prop-"completed operations hazard" includes bodily injury and prop-erty damage arising out of operations or reliance upon a represen-tation 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 follow-ing times. ing 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
- when the portion of the work out of which the injury or (3)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 an 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) under-taking to indemnify a municipality required by municipal ordi-nance, 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 in-surance 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 ma-chinery 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) de-signed 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 lother 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 manufac-tured, 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 **bedily** 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
- anywhere in the world with respect to damages because of (3)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 ac-cordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

VII

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.

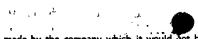
The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not inspection and Augit in 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.
- 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.

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 10 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.

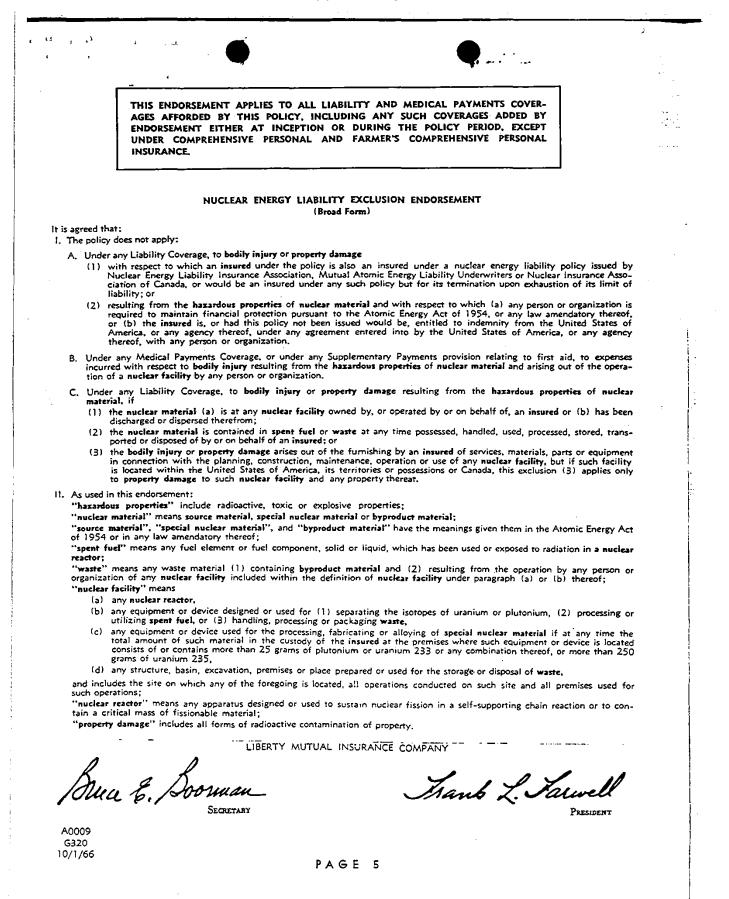
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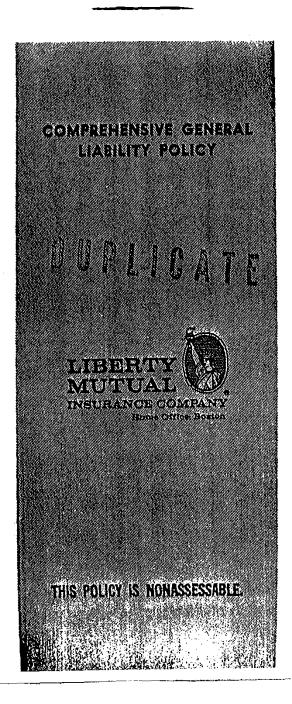
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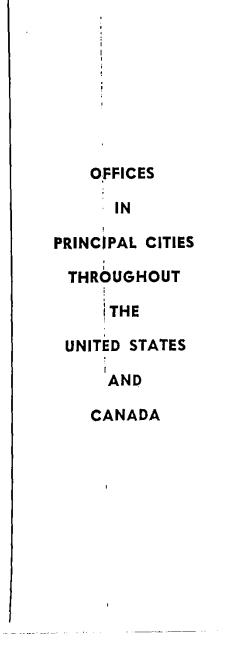
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Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1 1	Б	154-156	53
2 8-4	$ \frac{6}{7} $	157–160 161–164	55
5-6	8	165-167	56
9-10	:: ⁹ : 10	168-171 172-175	58
11-12	11	176-178	59
18-14	12	183-187	61
17-18	. 14	188-191	62
19-20 21-22	15	192-196 197-200	
28-25	17	201-205	65
26-29 30-32 (1	. 18 mo.) 19	206-209 210-214	(7 mos.) 67
38-36	. 20	215-218	68
37-40 · · · · · · · · · · · · · · · · · · ·	$\begin{array}{c} \cdot & \cdot & 21 \\ \cdot & \cdot & 22 \end{array}$	219-228 224-228	69
T 14-47 .	. 28	229–232	71
48-51 . 52-54 .	24	238-237 238-241	· · · 72
55-58 .	26	242-246	(8 mos.) 74
59-62 (2 63-65	mos.) 27 28	247-250 251-255	75
66-69		256-260	77
70-73 . 74-76 .	30	261-264 265-269	78
77-80 .	32	270-273	(9 mos.) 80
81-83 .	33	274-278 279-282	· · · 81 · · · 82
88-91 (8	mos.) 35	283-287	83
92-94 .	36 37	288-291 292-296	84
99-102	38	292-296 297-301 302-305	
103-105	· · 89 · · 40	302-305	(10 mos.) 87
110-118 .	, 41	311-314	
114-116 .	· · 42 · · 43	815-319 320-323	90
121-124 (4	mos.) 44	824-828	92
125-127 . 128-131 .	45 46	829-832 838-837	
182-136	47	338-942	95
	48	343-346 347-351	96
143-146	. 50	352-355	98
147-149 150-153 (5	mos.) 52	856-360 361-365 (99 12mos.) 100
			· · · · · · · · · · · · · · · · · · ·
If the permention	licy has be less, the abo	en in effective table ap	t for twelve plies. If the
months or policy has months, the as follows:	been in effe	et for more nium shall i	than twelve be determined
as follows:	(1) Determ olicy written	ine full and for a term	nual premium of one year.
(2) Deduct premium, a	such prem	um from t mainder cal	he full policy culate the pro
the length	of time beyo	n the basis of nd one year	t for (weive pples. If the is than tweive be determined had premium of one year. he full policy culate the pro of the ratio of the policy has beyond one inally written coldance with urted premium effect.
been in ef	lect to the l	ength of tin	te beyond one





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	Exhibit(s) 36	Page 7 of 38	
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	LIBE		PREHENSIVE GEN
DECL	ARATIONS MUT		LIABILITY POLICY
	INSURA	NCE COMPANY Home Office: Boston	
Policy No.	TD Code Sales Office 1-010461-188R 23 N.Y.	Code Salesman 202 Martella	Code N/R 1 7675 2
	Named Insured Hopeman Brothers Inc		
	Address 156 E. 46th St., New York		
	The named insured is: Individual [], Parmersh		
	Business of named insured is: Contracting		
_	Mo. Day	Year Da	y Year
Item 2.	Policy Period: From	e address of the named insured as state	69
	Audit Basis: At Expiration [], Annual [], S	emi-Annual [], Quarterly [], Month	ly 🕵, Flat Charge
Item 3.	The insurance afforded is only with respect to s charge or charges. The limit of the company's li	ability against each such Coverage shall	ndicated by specific 1 be as stated herein, s
	all the terms of this policy having reference there COVERAGES	LIMITS OF LIABILITY	ADVANCE PREM
		\$ 100,000 each person	\$
	ABODILY INJURY LIABILITY		
		\$ 300,000 each occurrence	
	· · · · · · · · · · · · · · · · · · ·	\$ 300,000 each occurrence \$ 300,000 aggregate \$ 100,000 each occurrence	
	B — PROPERTY DAMAGE LIABILITY	\$ 300,000 aggregate \$ 100,000 each occurrence	
Irem 4.		 \$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate 	\$
Item 4.	B — PROPERTY DAMAGE LIABILITY MISCELLANEOUS CHARGES	\$ 300,000 aggregate \$ 100,000 each occurrence	
Item 4.		 \$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate 	\$
Item 4.		 \$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate 	\$
Item 4.		\$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate \$ 100,000 aggregate As per End. No.(s)2,3,4,5&8	\$
Item 4.		 \$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate As per End. No.(s)2,3,4,5&8 	\$
Item 4.		\$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate \$ 100,000 aggregate As per End. No.(s)2,3,4,5&8	\$
Item 4.		 \$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate As per End. No.(s)2,3,4,5&8 	\$ 1
Item 4.		 \$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate As per End. No.(s)2,3,4,5&8 Advance Fremium Premium Discount TOTAL ADVANCE- PREMIUM 	\$ 1
	MISCELLANEOUS CHARGES The premium for this policy is payable \$ on the second anniversary.	\$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate As per End. No.(s)2,3,4,5&8 Advance Fremium Premium Discount TOTAL ADVANCE- PREMIUM in advance, \$ on first a	\$
Item 4.	MISCELLANEOUS CHARGES	\$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate As per End. No.(s)2,3,4,5&8 Advance Fremium Premium Discount TOTAL ADVANCE- PREMIUM in advance, \$ on first a	\$
Item 5.	MISCELLANEOUS CHARGES The premium for this policy is payable \$ on the second anniversary. The declarations are completed on the attached	\$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate As per End. No.(s)2,3,4,5&8 Advance Fremium Premium Discount TOTAL ADVANCE- PREMIUM in advance, \$ on first a schedules designated "General Liability	s s f f f f f f f f f f f f f
Item 5.	MISCELLANEOUS CHARGES The premium for this policy is payable \$ on the second anniversary. The declarations are completed on the attached cy, including all endorsements issued therewith, is h	\$ 300,000 aggregate \$ 100,000 each occurrence \$ 100,000 aggregate As per End. No.(s)2,3,4,5&8 Advance Fremium Premium Discount TOTAL ADVANCE- PREMIUM in advance, \$ on first a schedules designated "General Liability	s s f f f f f f f f f f f f f

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DESCRIPTION OF HAZARDS	rs — Schedule — General Liability Hazards Rating Classifications	CODE N
Premises	Buildings or Premises	0129/
<u>Operations</u>	Boat or Ship Building	2464/
	Sash, Door or Assembled Millwork Mfg.	2464]
	Fireproof Equipment Mfg.	2457
l l	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
Elevators	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	033
Products	Completed Operations: Carpentry Construction	1203
Contractual	Construction Agreements - indemnification of owners Intermediate form contracts	0554
	Limited form contracts	0553
	Contractual Liability - N.C.C.	0521
 	· · · · · · · · · · · · · · · · · · ·	
Policy No. LG1-	121-010461-188R Page No. 1	

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Premium Summary Schedule

NO.	HAZARDS	COVERAGE	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. P		
	PERSONAL INJURY End. 4 9840 PERSONAL INJURY End. 5 9840			
_	DELETION OF CARE CUSTODY AND CONTROL			-
	MALPRACTICE			
	ANNUAL TOTAL XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
Policy Issued GPO 2144	l to	Annual Premium		Page No. 2

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Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANC PREMIUN
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS			
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS Completed Operations			
	CONTRACTUAL End. 2			
	PERSONAL INJURY END. 4 PERSONAL INJURY END. 5			
	DELETION OF CARE CUSTODY AND CONTROL END. 8			
	MALPRACTICE END. 3			
	TOTAL DEPOSIT PREMIUM PREMIUM DISCOUNT			
	Discounted Deposit TOTAL/ADVANCE PREMIUM		1 	
Policy	No. IG1-121-010461-188R	· · · · · · · · · · · · · · · · · · ·		Page No. 3

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CGase 244-324287KLPDJNDoD 66-36entFiledL07/80/241/1E/12/02/eref 037/30/24f 85: PlageID#D#D#6666 Exhibit(s) 36 Page 11 of 38

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Item 5. Declarations - Schedule - Genera. Jability Hazards

DESCRIPTION OF HAZARDS	Tras.	1	PREMIUM BASES KEY	RAT			2 PREMIUMS Cover
PREMISES - OPERATIONS	Code No.	() () () () () () () () () () () () () (REMUNERATION Sq. Ft. of Area Linear Ft. of Frontage Unit	(a) PER \$100 Rr (b) PER 100 Sq. 1 (c) PER LINEAR F (d) PER UNIT (c)	,	COVERAGE A MO 311 CO 312 X OL & T 313 X	
152 E. 46th St.		BASIS					
New York, N.Y.	01	2					1
154-156 E. 46th St.	Grea	ter	New York				
New York, N.Y.	2457	a	If any				
	2464A		If any				
	2464Ђ		If any				
	3457		If any				
	3759						
	5146		If any				
	5437		If any				
		st	ate Remainder				
	2 2457		If any				
	2464A		If any				
	5ŕ9ŕB		If any				
	3457		If any				
	3759		If any				
	5146		If any				
	5437		If any				
			··			<u> </u>	
M = MINIMUM PREMIUM							-
Policy No. 101-121-010461- GPO 2745 R1	188R	1	!	l		Page No.	4

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	Item.	5.	Declarations -	- Schedule	- Genera	bility Hability Ha	rzards

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Description of Hazards	Tras.]	Premium Bases Key	RAT COVERAGE A	COVERAGE B	AD COVERACE		PREMIUMS COVERA
PREMISES OPERATIONS	Code No.	(1) (b) (c) (d) (e)	REMUNERATION Sq. Ft. of Area Linear Ft. of Frontace Unit	(a) Pen \$100 Ra (b) Pen 100 Sq. (c) Pen Linean I (d) Pen Unit (c)	FT. OF AREA T. OF FRONTAGE	MO 31 CO 31 OL & T 31	² x	
		BASIS						
	State	of	Ala.					
	3457	a	If any					
	3759		If any					
	5437							
	State	oî	Calif.					
	2457		If ary					
	2464A		If any					
	2464в		If any					
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Policy No. 161-121-010461 GPO 2745 R1 USA	-188R			<u> </u>		Page	No.	5

ST. PIERRE (HBI) -262

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Item 5. Declarations - Schedule - General Liability Hazards

DESCRIPTION OF HAZARDS	TERE. PREMIUM BASES KEY		RATES COVERAGE A COVERAGE B		E PREMIUMS Cover	
Premises Operations	Code No.	(a) (b) (c) (d) (e)	REMUNICATION Sq. Ft. of Area Linear Ft. of Frontage Unit	COVERAGE D FNUMERATION FT. OF AREA FT. OF FRONTAGE	MO 311 CO 312 X OL & T 313	
Mass.	<u>Stat</u> 3457 3759 5437 <u>Stat</u> 2457 2464A 2464B 3457 3759 5146 5437	e of	<u>la.</u> If any If any			
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Item 5. D	eclarations Scb	edule — General	Lability Hazards
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DESCRIPTION OF HAZARDS	TERE. PREMIUM BASES KEY		RATES				PREMIUMS	
			COVERAGE A COVERAGE B		COVERACE	A	COVERAG	
PREMISES - OPERATIONS	Code No.	(a) REMUNERATION (b) Sq. Ft. of Abea (c) Linear Ft. of Frontace (d) Unit (e)		(a) PER \$100 RENUMERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTACE (d) PER UNIT (c)		MO 311 CO 312 X OL & T 313		
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		a						
	State	OI	<u>N.J.</u>					
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Item 5. Declarations - Schedule - Genera. _ability Hazards

Description of Hazards Premises — Operations		TERE. PREMIUM BASES KEY		RATES		PREMIUMS
		Code No.	(a) REMUMERATION (b) Sq. FT. of Area (c) Line T. of Frontace (d) Unit	COVERAGE A COVERAGE B (a) Per \$100 Remuteration (b) Per 100 So, Fr. of Ana (c) Per Linear Fr. of Frontage (d) Per Unit		Cover
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		<u>Sta</u>	e of Tex.			
		2457	If any			
		2464A	If any			
		2464В	If any			
		3457	If any			
		3759	If any			
		5146	If any			
		5437				
		State	of Va.			
		2457	If any			
		2464A	If any			
		24643	If any			
		3457	If any			
		3759	If any			
		5146	If any			
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Policy No. 1G1-121-010 GPO 2745 R1 USA	+61-188R				Page No.	8

CGase 244-32/4287KEPDJNDoD86+36entFiledL07/780/241/12/12/ref? ag/d30624f 35: P1ag0ID#D46641 Exhibit(s) 36 Page 16 of 38

DESCRIPTION OF HAZARDS	Cone PREMIUM BASIS				TES	Advance Premiums		
ELEVATORS	- Code No.		No.		COVERACE B	COVERAG 315		Cover
		//						
154-156 E. 46th St.			ł		_		ł	
New York, N.Y.	033		1					
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Products-Completed Operations		Receipts		Per 1.0	00 Receil	ts 3101		
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Item 5. Declarations — Schedule — General Liability Hazards

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ST. PIERRE (HBI) -266

C6ase 241-324287KEPDJNDoD66+36entFiledL07780/241/1E/12ere@ag#30724f 85: PlageID#D#D#6642 Exhibit(s) 36 Page 17 of 38

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 COMPAN

Countersigned by__ Effective Date Audit Basis

Countersigned by... Expiration Date

AUTHORIZED REPRESENTATIVE

Premium S For attachment to Policy or Bond No. IG1-121-010461-188R Issued to

Issued

AUTHORIZED REPRESENTATIVE

Endorsement Serial No.

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L-G6010 Work Units 1 -

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Sales Office & No.

ST. PIERRE (HBI) -267

C6ase224-32/4287KEPDIDoD66+B6entFiled107/30/241/1E/12ere8a7/30824fB5:Pag9IDADe643 Exhibit(s) 36 Page 18 of 38

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.
- 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 PREMIUN
LG1-121-010461-208R (Wayne Manufacturing Corporation)	\$
AEL-121-010461-168 (Hopeman Brothers Inc.)	
Canada LP1-121-010461-158 (Hopeman Bros. Inc., etal.)	
LG1-121-010461-238R (
LG1-121-022356-028R (1997)	

LIBERTY MUTUAL INSURANCE COMPANY

* WORIZED REPRESENTATIVE

SECRETARY

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. 1G1-121-010461-188R

Issued to

Countersigned by



Issued

Endorsement Serial No. 17

C6ase 241-32/4287KEPDJNDoD86+36entFiledL07/30/241/12/12/12/12/930924f 35: Plag9ID#D46644 Exhibit(s) 36 Page 19 of 38

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

Trank L. Farwell President

PRESIDENT

SECRETARY

Countersigned by

Authorized Representative

Form L-G 5001 (Texos) (7/1/66) LC LG LM LO -----

to Policy No. 1G1-121-010461-188R

Premium \$

Issued to

Effective Date

Expiration Date Audit Bosis For attachment

> Endorsement No. 16

C6ase 244-32/4287KEPDJNDoD86+036entFiledL07780/241/12/12/12/12/932024f 135:121a491D#D46645 Exhibit(s) 36 Page 20 of 38

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:

- 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.

4.

- (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 which is subject to retrospective rating.

TABLE OF	TEXAS	PREMIUM	DISCOUNT	PERCENTAGES
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(General Liability)

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage 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 I

C6ase 241-32/4287KEPDJNDoD86+036entFiledL07/30/241/12/12/12/12/930124f B5: Plag9ID#D46646 Exhibit(s) 36 Page 21 of 38

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Pramium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liablity Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liabisity 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

53,562 54,602 55,684

56,809 57,980

59,200 60,474 61,803

63,192

64,644

66,165 67,760 69,433 71,190

73.039

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES - Continued

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 thé first \$500,000 and 24.2% for the portion over \$500,000. NOTE:

5.

10,607 10,851 11,106 11,374

11,655 11,950

12,260 12,587 12,932 13,296

13,682

14,090

14,524 14,985

15,476

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Policy Numbers

32,138 32,509 32,889 33,279 33,677

34,085 34,504 34,932 35,372

35,822

36,284 36,759 37,246 37,745

38,259

Estimated Standard Premium

LIBERTY MUTUAL INSURANCE COMPANY

160,686 170,425 181,420 193,932 208,297

224,960 244,522

267,810

296,000

330,824

374,934

432,616 500,000

500.000

Over

22.5 22.6 22.7 22.8 22.9

23.0 23.1

23.2 23.3 23.4

23.5 23.6 23.6

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Total

PRESIDENT

ruau SECRETARY

Applicable premium discount percentage based on total estimated advance standard premium:%

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15.5 15.6 15.7 15.8 15.9

16.0 16.1

16.2

16.3

16.4

16.5

16.6 16.7 16.8 16.9

Premium \$

.... Effective Date Expiration Date Audit Basis For attachment LG1-121-010461-188R to Policy No.

Form L-G 5002 (Texos) (7/1/66)

12.0 12.1 12.2 12.3 12.4

12.5 12.6 12.7 12.8

12.9

13.0 13.1 13.2

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Issued to

Page 2

LC LG LM LO

Countersigned by.....

Authorized Representative

19.0 19.1 19.2

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20.0 20.1 20.2 20.3

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15 Endorsement No.

- - -

Trank L. Farwell PRESIDENT Burn & Brassing

ST. PIERRE (HBI) -271

C6ase 241-32/4287KEPDJNDoD86+36entF71edL07730/241/12/12/12/ere@ 007#32/24f 35: Plag91D#De6647 Exhibit(s) 36 Page 22 of 38

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

Trank L. Farwell R. - R

SECRETARY

Countersigned by

G328 (10/1/66) LC LG LO LM NATEO IN LA A

Effective Date **Expiration Date**

For attachment

issued to

to Policy No. 1G1-121-010461-188R

Endorsement No. 14

C6ase 244-32/4287KEPDJNDoD86+036entFiledL07780/241/12/12/12/12/932824f 135:121a4901D#D46648 Exhibit(s) 36 Page 23 of 38

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):

- 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

Dun & Do - Trank L. Saurell

Premium \$ Effective Date Expiration Date Audit Basis For attachment to Policy No. IG1-121-010461-188R

Issued to

Countersigned by......

Authorized Representative

G513 LF LG LO LM LX (10/1/66)

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Issued

Endorsement No. 13

C6ase 244-324287KEPDJNDoD66+36entFiledL07780/241/1E/nteref9.037#32424f B5: Plag9ID#D46649 Exhibit(s) 36 Page 24 of 38

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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

Toma &. . In

For attochment IG1-121-010461-188R to Policy No. Issued to

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66 101N750

Countersigned by

Endorsement No. 12

C6ase 241-32/4287KEPDJNDoD86+036entFiledL07/30/241/12/12/12/04ref 007/432524f B5: Plag9ID#D46650 Exhibit(s) 36 Page 25 of 38

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	1G2006A	No. 2
Interpretation of Notice of Accident Condition	102	No. 6
Deductible Property Damage Liability	102	No. 8

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farmel PRESIDENT

SECRETARY

Effective Date Expiration Date Audit Basis

Issued

For attachment IG1-121-010461-188R to Policy No.

Issued to

652

Louisiana

Countersigned by.....

AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 11

CGase 244-32/4287KEPDJNDoD86+06entFiledL07/30/241/12/12/12/12/62/ef 85: Plag9ID#D46651 Exhibit(s) 36 Page 26 of 38

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.

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. 10

Work Units 1-

Issued

Sales Office & No.

C6ase 241-32/4287KEPDJNDoD86+36entF71edL07730/241/12/12/12/ere@ 007#32724f 35:224g91D#De6652 Exhibit(s) 36 Page 27 of 38

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:

2

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 nomed 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 monufacture, 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 partion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Rates State of Fire

Premlum \$

Effective Date Expiration Date Audit Bosis For attochment to Policy No. 101-121-010461-188R

Issued to

L-G2001 (10/1/66) LC LG LM LO -

LIBERTY MUTUAL INSURANCE COMPANY

Janb L. Jarwell President

PRESIDENT

SECRETARY

Countersigned by

Authorized Representative

Endorsement No. 9

C6ase 244-324287KEPDJNDoD66+36entFiledL07780/241/1E/12ere@ag#30824f 35:Plag9ID#De663 Exhibit(s) 36 Page 28 of 38

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. <u>\$1,000</u> 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 defference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in <u>Item 3 of</u> the Declarations
- 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. P.D. Rate Code Remuneration Per \$100 Remuneration

Minimum Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name. ILIBERTY MUTUAL INSURANCE COMPANY

Trank L. Jaurell

Countersigned by_

Aug & Doo

AUTHORIZED REPRESENTATIVE

men Trank L. Taumell

AUTHORIZED REPRESENTATIVE Effective Date Expiration Date Audit Basis Premium \$ Included on Premium Summary Schedule For attachment to Policy or Bond No. IG1-121-010461-188R Issued to

If any

Endorsement Serial No. 8

Work Units 1-

776

Countersigned by

Issued

Sales Office & No.

C6ase 241-32/4287KEPDJNDoD66+B6entF7ledL07/30/241/12/12/12/ere@ 07/309/24f B5: Plag9ID De6654 Exhibit(s) 36 Page 29 of 38

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

Miss

(c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

LIBERTY MUTUAL INSURANCE COMPANY

hand Z. Ja awell

PRESIDENT

SECRETARY

G301 (10/1/66) LC LG LM 100 C

Effective Date-

Expiration Date For attachment

Issued to

....

to Policy No. 1G1-121-010461-188R

Countersigned by.

Authorized Representative

Endorsement No. 7

C6ase 244-324287KEPDJNDoD66+36entFiledL07780/241/1E/12ere@ag#30/24f 35:P1ag9ID#De665 Exhibit(s) 36 Page 30 of 38

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 ll 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.

Expiration Date

Frank L. Saurell

Paula &. K

Countersigned by____

Countersigned by ____

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

For attachment to Policy or Bond No. IG1-121-010461-188R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 6

Work Units 1 -

Issued

Sales Office & No.

C6ase224I-32/4287KEPDINDoD66+B6entFiledL07/780/241/1E/12ere8a7/438124fB5:Phg9ID#D6666 Exhibit(s) 36 Page 31 of 38

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:

1. 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 telecosting activities conducted by or on behalf of the nomed insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

11. 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 partion 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

Premium \$ Included on Premium Summary schedule

15% of Premises-Operations Premium - Annual ,

Code 9840

to Policy No. IG1-121-010461-188R

LIBERTY MUTUAL INSURANCE COMPANY

Deposit

per cent

PRESIDENT

SECRETARY

issued to

Effective Date

Expiration Date Audit Basis For attachment

Countersigned by

Endorsement No. 5

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L-G2004 (10/1/66) LC LG LM LO -----

ST. PIERRE (HBI) -281

Authorized Representative

C6ase 241-32/4287KEPDJNDoD86+36entF71edL07730/241/12/12/12/ere@ 007#38/24f 35:224g91D#De6657 Exhibit(s) 36 Page 32 of 38

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) octs committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement:

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. .

(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, molicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damoos "

	Schedule		
Limits of Liability	\$ \$	100,000 300,000	each person aggregate general aggregate

Insured's Participation

0

per cent

Premium \$ Included on Premium Summary Schedule

See Attached

··---- ·· ----Effective Date Expiration Date Audit Basis For attochment to Policy No. LG1-121-010461-188R

Code 9840

Trank L. Farmel

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

SECRETARE

issued to

1 of 2

L-G2004 (10/1/66) LC LG LM LO

Endorsement No. 4

ST. PIERRE (HBI) -282

C6ase 244-32/4287KEPDJNDoD86+06entFiledL07/30/241/12/12/12/12/9/267630824f 135: Plag9ID#D46658 Exhibit(s) 36 Page 33 of 38

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 **Contract Protective Company** at 156 E. 46th St., New York, N.Y.

Premium 🚛 Flat Charge

Attach to Endorsement No. 4

(2 of 2)

C6.as & 241-32/42/87K ZFD JNDo D86+36entFiledL07/30/241/12/12/12/12/630424f 35: PlageID#D46659 Exhibit(s) 36 Page 34 of 38

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. E LIBERTY MUTUAL INSURANCE COMPANY 🗆 LIBERTY MUTUAL FIRE INSURANCE COMPAN

AUTHORIZED REPRESENTATIVE

Premium \$ Included on Premium Summary Schedule For attachment to Policy or Bond No. IG1-121-010461-188R

Countersigned by_

Countersigned by.

Audit Basis

Issued to

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Endorsement Serial No. 3

Work Linins L ---

Issued

Sales Office & No.

CGase 244-32/4287KEPDJNDoD86+06entFiledL07/780/241/12/12/12/ere@ 007/e30624f 135: 12/12/01D#D&660 Exhibit(s) 36 Page 35 of 38

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 indomnitee 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 indomnitee were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks demages for which the indomnites is legally entitled to indomnification under the insured contract, (2) the policy covers such demages and (3) the applicable limit of the company's liability with respect to such demages 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 insered contract, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodity 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 is 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 nemed 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 demage in excess of such compensatory damages as would be recoverable therefore in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the semed 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) on incidental contract, (2) a worranty 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 orbitration 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 demoges because of all property demage 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 I of 3

C6ase 241-32/4287KEPDJNDoD66-06entFiledL07/780/241/12/12/12/12/930/24f 85: Plag9ID#D46661 Exhibit(s) 36 Page 36 of 38

Schodala

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If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hozards."

Classification	Code	Premium	Rotes		Advance Premium	
	Code	Bases	B.I. P.D.		B.1. P	
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Premium \$ Included on Premium Summary Schedule

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Jarwell President Brinn & R

SECRETARY

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L-G2006a (11/1/66) LC LG LM LO Page 2 of 13

Effective Date **Expiration Date** Audit Basis For attachment

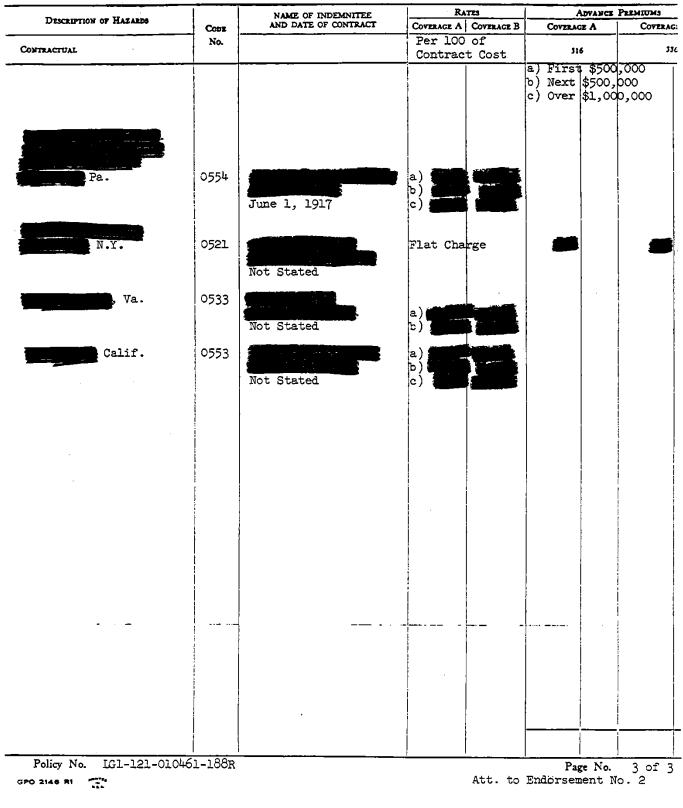
issued to

Countersigned by _

Authorized Representative

Endorsement No. 2

C6ase 241-324287KEPDJNDoD66+36entFiledL07780/241/1E/12ere@ag#30724f 85: P1ag0ID#D#D#662 Exhibit(s) 36 Page 37 of 38



Item 4. Declarations - Schedule.

C6ase 241-32/4287KEPDJNDoD86+036entFiledL07/30/241/12/12/12/12/930824f B5: Plag9ID#D46663 Exhibit(s) 36 Page 38 of 38

Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include 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.

Countersigned by.

Countersigned by.

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$ For attachment to Policy or Bond No. IG1-121-010461-188R

AUTHORIZED REPRESENTATIVE Expiration Date

Endorsement Serial No. 1

Work Hoirs 1-

Issued to

Issued

Sales Office & No.

Policy No. LG1-121-(RATIONS LIBER MUTU			k .	,
Policy No. LG1-121-(·· .			
Policy No. LG1-121-(• • • •	· ·	-
LG1-121-0	INSURAN			EHENSIVE G ABILITY POLI	
Item 1. N	TD Code Sales Office 010461-189R 23 N.Y.	Code Sale 202	sman Martella	Code N/R 7675 2	Ist Year 37
	Named Insured Hopeman Brothers Inc. and				
А	address 156 E. 46th St., New York, N.Y.	10017	.*		
T	The named insured is: Individual [], Partnership	, Corporation	🗵 , Other 🗌		****
В	Business of named insured is: Contracting				
Item 2. P	Mo. Day Yo Policy Period: From L L 12:01 A.M., standard time at the a	69 to ddress of the named	Mo. Day L L i insured as stated l	Year 70 herein.	<u>_</u>
Ā	Audit Basis: At Expiration [], Annual [], Sem	i-Annual [], Quar	terly [], Monthly	🛒, Flat Char	ge []
ch	The insurance afforded is only with respect to such harge or charges. The limit of the company's liabil Il the terms of this policy having reference thereto.	lity against each suc	loverages as are ind h Coverage shall be	licated by specif as stated herein	ic premium 1, subject to
	COVERAGES	LIMITS OF	LIABILITY	ADVANCE PR	EMIUMS
	A BODILY INJURY LIABILITY	\$ 100,000	each person	\$	
	A-BODILI INJORI LIABILITI	\$ 300,000	each occurrence		
_		\$ 300,000	aggregate		
	B - PROPERTY DAMAGE LIABILITY	\$ 100,000	each occurrence	\$	ł
<u> </u>		\$ 100,000	aggregate		
Item 4	MISCELLANEOUS CHARGES	As per End. No.(s	;) 2,3,5 & 8	\$	<u> </u>
		Advance Preri	um		
		Premium Disco	unt		
					EXHIB
					27
-	- Discourte	d-TOTAL-ADVA	NCE-PREMIUM	**	. 37
	The premium for this policy is payable \$ n the second anniversary.	in advance, Ş	on first ann	niversary and \$	
Item 5. T.	The declarations are completed on the attached sche	edules designated "(General Liability Ha	zards"	· · ·
The policy.	including all endorsements issued therewith, is here	by countersigned by	CW 350	in der	1 /3.
Work Units	Typed Periodic Payment Ratiny Basis Audie Basis He	ome State Pol. H.G.		zed Representative	itiag Entry
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Item 5. Declarations --- Schedule -- General Liability Hazards SCRIPTION OF HAZARDS CODE NO. RATING CLASSIFICATIONS Buildings or Premises remises 0129A Boat or Ship Building 24644 perations 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 Office or Bank Building Elevators in buildings occupied above <u>.evators</u> grade floor by the insured exclusively 033 oducts Completed Operations: Carpentry Construction 1203 mtractual Construction Agreements - indemnification of owners Intermediate form contracts 0554 Limited form contracts 0553 Contractual Liability - N.O.C. 0521 Broad Form Contracts 0555

Policy No. 191-121-010461-189R

Page No. 1

Ccase 3224324-28-KL7PDJDod 26:371en Filed 207/30/24.1/Eh/teted P07/30/24 35:121/g49D#D46366 Exhibit(s) 37 Page 3 of 39

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Premium Summary Schedule

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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 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
Policy I Issued t		Annual Premium		Page No. 2

Ccase 3244324428-KL7PDJDoc 266:371en Filed 207/30/24.1/EnterecP07/30/24.35:121/g49D#D4867 Exhibit(s) 37 Page 4 of 39

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 END. 2			
	PERSONAL INJURY END. 5			
	DELETION OF CARE CUSTODY AND CONTROL END. 8			
•	MALPRACTICE END. 3			
	TOTAL DEPOSIT PREMIUM			
	Deposit Premium Subject to Discour	t		
	Premium Discount			
	Discounted Premium			
	La. Premium Not Subject to Discour	t		
	Discounted TOTAL ADVANCE PREMIUM			
Policy Issued :		Deposit Premium		Page No.

Ccase 3224324-28-KL7PDJDod 26:371en Filed 207/30/24.1/Eh/teted P07/30/24 35:121/g49D#D46388 Exhibit(s) 37 Page 5 of 39



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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES COVERAGE A COVERAGE B	Advance E Coverage A	COVERAGE
Premises — Operations	Code No.	(2) REMUMERATION (b) So. Ft. of Area (c) Linear Ft. of Frontace (d) Unit (e)	(a) Per \$100 REMUMERATION (b) Per 100 So. 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. gw.York, N.Y.	01 0129A	ъ			
		Greater New York			
4-156 E. 46th St. w York, N.Y.	0 <u>1</u> 2457	a If Any			
	2464	If Any			
	2464B	If Any			
	3457	If Any			
	3759				
	5146	If Any			
	5437	If Any			
	<u>N.</u>	Y. State Remainder			
	02 2457	If Any			
	2464A	If Any			
	2463E	If Any			
	3457	If Any			
	3759	If Any			
	5146	If Any			
	5437	If Any			
			· · · · · · · · · · · · · · ·		
4 = MINIMUM PREMIUM					
Policy No. IG1-121-010461- GPO 2745 R1 U.S.A	-189R			Page No.)_

Ccase 322432428-KL7PDJDoc 26:371en File 6207/30/24.1/1Enterted P07/30/24 35:121g49D#D46369 Exhibit(s) 37 Page 6 of 39

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Item 5. Declarations - Schedule - General Liability Hazards

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DESCRIPTION OF HAZARDS		Premium Bases Key	RATES	Advance	
		<u>}</u>	COVERACE A COVERACE B	COVERACE A	COVERAGE
remises — Operations	Code No.	 (a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (c) 	 (i) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c) 	MO 314 CO 312 X OL & T 313	
		BASIS			
	1			.]	
		State of Ala.			
	3457	a If Any			
	3759	If Any			
	5437	If Any			
		State of Calif.			
	<u>12</u> 2457	If Any			
	2464A				
Diego	1	If Any			
	246 <u>4</u> B	If Any			
	3457				
	3759	If Any			
	5146	If Any			
	5437	If Any			
		State of Ga.			
	2457	If Any			
nnah	5437				
	-				
		· ·			•
					<u> </u>
MINIMUM PREMIUM					
Policy No. IG1-121-010461- 20 2745 R1 USA	-189R			Page No.	5

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Item 5. Declarations - Schedule - General Liability Hazards

Description of Hazards	Terr.	Premium Bases Key	RATES	ADVANCE PREMIUMS		
DESCRIPTION OF HAZARDS			COVERACE A COVERACE B	COVERACE A	Coverage	
remises Operations	Code No.	 (2) REMUMERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTACE (d) UNIT (c) 	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)	MO 311 CO 312X OL & T 313		
		BASIS				
	s	a tate of La.				
	3457	If Any				
	3759	If Any				
	5437					
	<u>s</u>	tate of Maine				
	3759	If Any				
	5437	If Any				
	s	tate of Md.				
	2457	If Any				
	24644	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5 ⁴ 37					
	<u>S</u>	tate of Mass.				
	3759	If Any				
	5437	If Any				
		· · ·				
= Minimum Premium		1				
Policy No. IG1-121-010461-1. 20 2745 R1 USA	89R			Page No.	6	

Ccase 3224324-28-KL7PDJDoc 266:371en Filed 207/30/24.1/En/tetecP07/30/24 35:121g49D#D465CL Exhibit(s) 37 Page 8 of 39



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Item 5. Declarations - Schedule - General Liability Hazards

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DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES COVERACE A COVERAGE B	Advance Coverage A	COVERAGE
Premises — Operations	Code No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (c)	(a) PEE SIOO REMUNERATION (b) PEE IOO SC. FT. OF AZZA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)	MO 311 CO 312 X OL & T 313	COVERAGE
· ·	S1	a a tate of N.J.			
	2457	If Any			
	2464A	If Any			
	2464B:	If Any			
	3457	If Any			
	3759	If Any			
	5146	If Any			
	5437	If Any			
	St	ate of Pa.			
	2457	. If Any			
	2464A	If Any			
	2464B	If Any			
	3457				4
	3759	If Any			
	5146	If Any			
	5437	If Any			
- · · -					
			m .		
					·
= Minimum Premium					<u></u>
Policy No. 1G1-121-010461.	-189R			Page No.	7

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Item 5. Declarations - Schedule - General Liability Hazards

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DESCRIPTION OF HAZARDS		PREMIUM BASES KEY	RATES	Advance I	REMIUMS
Description of HAZARDS	TERR.		COVERACE A COVERAGE B	COVERACE A	COVERAGE
REMISES - OPERATIONS	Code No.	(3) REMUNERATION (b) Sg. FT. of Area (c) Linear FT. of Frontage (d) Unit (c)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)	MO 311 CO 312 X OL & T 313	
		BASIS			
		a			
	<u>st</u>	ate of Tex.			
	2457	If Any			
	24644	If Any			
	2464B	If Any			
· •	3457	If Any			
	3759	If Any			
•	5146	If Any			
	5437	If Any			
		ate of Va.			
	2457	If Any			
	2464A				
	2464B				
	3457	If Any			
	3759	If Any			
	5146	If Any			
	5437			۲	
	Total Depos	Estimated Operati it	lons Premium		
-	Total Total	Premises - Operat Deposit	tions Fremium		
	_				
					-
≃ Мілімим Ркеміим Policy No. IG1-121-010461- PO 2745 R1 ^{Усплед} USA					

CGase 244-324287KLPDJNDoD 66+37entFiled207/80/241/1E/12/02/eref 037/30/24f 85: PlageID#D#D#6673 Exhibit(s) 37 Page 10 of 39

DESCRIPTION OF HAZARDS		Destruction Destruction			TES		PREMIUMS
	Code _	PREMIUM BASIS	1	COVERACE A	COVERAGE B	COVERACE A	COVERACE
VATORS	No.		No.	Per Ei	LEVATOR	315	
-156 E. 46th St.							
York, N.Y.	033		l				
					· · ·		
oducts - Completed Op	erations	Receipts		Per \$1,0	000 Receip	ts 310	
if.	1203						
	1203						
	1203						
•	1203						
Other States	1203						
		Estimated Annual Deposit	Pren	ium			
		-				· · · · · · · · · · · · · · · · · · ·	
				-			
				•			
		-	··· -		÷		
•							
MINIMUM PREMIUM							
olicy No. IG1-121-01046	51-189R					Page No.	9

Item 5. Declarations - Schedule - General Liability Hazards

CGase 244-324287KZPDJNDoD66+37entFile207/80/241/1E/12ere® 07/30124f 85: Plag9ID D & 674 Exhibit(s) 37 Page 11 of 39

	HANGE ENDORSEMENT. ral Liability)
The policy declarations are amended by the changes en	ered below:
Change A — Policy Period: From	To

. -

Change B - Location:

Change C Hazard(s)	<u></u>			Cc	overage Code	: B. I.	313	
	Terr.	Premium Bases	Annu	l Rates		Advance	Premiums	
	Code				Addit	ional		
·	No.	·	Coverage A	Coverage B	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.	0129 <u>A</u>							
• •								
· · · ·								
í - Minimum Premium								
If Policy Period more that				·	·	-	<u> </u>	·
On effective date of policy		1st Anniver	·		Anniversary	•		
ljustment of premium shall be	made at E	xpiration [], An	inual <u>,</u> Se	mi-Annual [], Quarterly	/ 🛄. Monthi	ly 🛄, Flat C	Charge 📃
Premium S 🛛 💼 a	dditiona	al		Peri	odic Paymer	nt \$		
	1-69 1-70				· · · · · · · · · · · · · · · · · · ·	·		
For attachment				Libe	RTY MUTU	al Insurai	NCE COMPA	NY
. .		0461-189R <u>1</u> rs Inc. etal	ID23	/ði	uu E. Door	van Jan	b L. Jaun	ll
Work Units 1 1			Countersig		W A			2
L-G 6006 (3-15-67) Printed in	Issue U.S.A.	^d le 5-28-69) Sales (Office and No			esentative Serial No.	19

C6ase 244-324287KEPDJNDoD66+07entFiled207/30/241/1E/nteref907/30/24f 85: Plag9ID#D46675 Exhibit(s) 37 Page 12 of 39

	-		,		• · ·	•	
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			·				

Amendatory Endorsement

It is hereby agreed that Exclusion (f) of the policy is hereby eliminated.

Flat Charge



Pro Rata premium for period 5-9-69 to 1-1-70.

•

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Buc & Booman Frank L. Sound _	_ Bun E. Boom	en Thank L. Tauel
Countersigned by. AUTHORIZED REPRESENTATIVE Effective Date 5-9-69 Expiration Date Audit Basis 8	Countersigned by	AUTHORIZED REPRESENTATIVE
Premium \$ 81. additional For attachment to Policy or Bond No. IG1-121-010461-189 Issued to Hopeman Brothers Inc. etal	DR TD23	
	Endorsement Se	erial No. 18

Cease 244-32/4287KEPDJNDoD866-87ei Exhib	11 - 11 = 020 17 = 000241/1=0200 it(s) 37 Page 13 of 39	1 E BRAUKSUNZAH 1537. PERGAID #286 9
		• • - •
		۲
•		-
		•
AMENDA	ATORY ENDORSEM	IENT
It is agreed that the Policy is amended as indica	ated by typed entries hereunder	:
Policy Number to read:		
[X Name: Add:]	Fund, Inc.	
Address:		
🗋 Legal Status: 🔲 Individual 🔲 Part	mership 🗋 Corporation 🗍	(Other)
Delicy Period: From	to	12:01 A.M. Standard Tin
Locations:		
This endorsement is executed by the company b	elow designated by an entry in	the box opposite its name.
LIBERTY MUTUAL INSURANCE COMP	PANY 🔲 LIBERTY MU	TUAL FIRE INSURANCE COMPANY
Bur E. Booman Trank L. Ta	and Burn &	Sorman Jrand L. Taurell
	Passer	STORTUT PHONE
Effective Date 1-1-69 Expiration Date1-1-70		
Audit Basis 8 For attachment		
to Policy No. 1G1-121-010461-189R		
Issued to Hopeman Brothers Inc. an	d a state a st	
	Countersigned by	11 Jace ge 9
1997 - A Issued 1k 11-9-69		AUTHORIZED REPRESENTATIVE
TENER IN HEU-69	Sales Office and No.	202 End. Serial No. 1

C6ase224I-32/4287KLPDJ1DoD66+B7entFiled207/780/241/1E/12ere8/207/430/424f 85:Phg9ID#D6677

Exhibit(s) 37 Page 14 of 39

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

- T- T & a

Countersigned by

AUTHORIZED REPRESENTATIVE

16

Endorsement Serial No.

2237 (11-23-59)

Issued

President

SECRETARY

C6ase 24-324287KEPDINDoD86+37entFiled207/B0/241/1E/12ere@ag#3052af B5:Plag9ID#D#6678

Exhibit(s) 37 Page 15 of 39

TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S PLAN OF OPERATION

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

PRESIDENT

SECRETARY

Form L-G 5001 (Texos) (7/1/66) LC LG LM LO

to Policy No. 101-121-010461-189R

Premium \$

Issued to

Effective Date

Expiration Date Audit Basis For attachment

Countersigned by

Authorized Representative

Endorsement No. 15

C6ase 241-32/4287KEPDJNDoD86+37entF71ed2077/30/241/12/n2erePage30624f B5: Plag91D#De6679 Exhibit(s) 37 Page 16 of 39

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:

-]. Texos General Liability Standard Premium. Such premium pertaining to Texos 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 retro-spective 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.

4.

- (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)", apposite 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 Toble coposite 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.

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas Generai 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

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES (General Liability)

(Continued on page 2)

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO Page I Oriente al

Total Standard Premium (See Note)	Premium Discount Per- centage-Applicable to Texas General Liability Standard Premium	Tetal Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage 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 14,090 14,524 14,985 15,476	13.0 13.1 13.2 13.3 13.4	36,284 36,759 37,246 37,745 38,259	16.5 16.6 16.7 16.8 16.9	66,165 67,760 69,433 71,190 73,039	20.0 20.1 20.2 20.3 20.4	374,934 432,616 500,000 Over 500,000	23.5 23.6 23.6

TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES -- Continued R

Premium

Dramium

11

Premium

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. NOTE:

5. Policy Numbers

I

Estimated Standard Premium

LIBERTY MUTUAL INSURANCE COMPANY

Applicable premium discount percentage based on total estimated advance standard premium:%

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. IG1-121-010461-189R

issued to

-- Countersigned by.....

Authorized Representativa

1

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO

14 Endorsement No.

ST. PIERRE (HBI) -322

awell

SECRETARY

PRESIDENT

Total

C6ase 241-32/4287KEPDJNDoD86+037entF71ed2077/30/241/12/n2erePage30824f B5: Plag91D#De661 Exhibit(s) 37 Page 18 of 39



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. IG1-121-010461-189R

Issued to

Countersigned by

G513 LF LG LO LM LX (10.73.766)

Issued

Authorized Representative

Endorsement No. 13

C6ase 244-324287KEPDJNDoD66+037entFiled207/30/241/1E/ntere@037e30924f 85: Plag9ID#De662 Exhibit(s) 37 Page 19 of 39

4

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).

For attachment to Policy No. IG1-121-010461-189R Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Countersigned by ..

Endorsement No.

man Trank L. Jaw

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66

............... Authorized Representative

Dun E. 1

ST. PIERRE (HBI) -324

12

C6ase 241-32/4287KEPDJNDoD86+037entFiled207/30/241/12/12/12/12/932024f B5: Plag9ID#D46663 Exhibit(s) 37 Page 20 of 39

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

PRESIDENT

UI AU Secretary

Sales Office and No.

Countersigned by

Effective Date Expiration Date_ Audit Basis

For attachment to Policy No. 1G1-121-010461-189R

Issued to

AUTHORIZED REPRESENTATIVE

652 Louisiana

Issued

ST. PIERRE (HBI) -325

End. Serial No.

77

C6ase 241-32/4287KEPDJNDoD86+037entFiled207/30/241/12/12/12/12/930124f B5: Plag0ID#D4664 Exhibit(s) 37 Page 21 of 39

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. S LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPAN

14 6 ua E Countersigned by Countersigned by AUTHORIZED REPRESENTATIVE

Effective Date

Audit Basis

Expiration Date

AUTHORIZED REPRESENTATIVE

Premium \$ For attachment to Policy or Bond No. LG1-121-010461+189R Issued to

> Endorsement Serial No. 10

C6ase 244-32/4287KLPDJNDoD66+37entFiled207780/241/1E/12ere@307e30/24f B5: Plag9ID#De665 Exhibit(s) 37 Page 22 of 39

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COYERAGE A — BODILY INJURY LIABILITY COYERAGE 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> 3759 Rates State of Hire

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. IG1-121-010¹461-189R

issued to

L-G2001 (10/1/66) LC LG LM LO LIBERTY MUTUAL INSURANCE COMPANY

L. Farwell

PRESIDENT

SECRETARY

9

Countersigned by

Authorized Representative

Endorsement No.

C6ase 241-32/4287KEPDJNDoD66+37entF71ed207780/241/12/12/12/ere@agr/32824f B5:Plag0ID#D46666 Exhibit(s) 37 Page 23 of 39

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 <u>Item 3 of the Declarations</u>
- 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. BD Bate Minimum

				r.D. nate		MTUTUUU	
	Code	Remuneration	Per	\$1.00 Remuneration	on	Premium	
	776	If Any					
This endorseme	nt is executed l	by the company below desig	gnated by	an entry in the box op	posite its name	2.	
		SURANCE COMPANY		🗇 LÍBERTY MU			COMPANY
Bun E. P	boman .	Tranch L. Taurell		- Bug & Do	orman ,	trank L. Ja	well-
Countersigned by	Cu	maar lif	0 1.	Countersigned by			
Effective Date Audit Basis	Au	THORIZED REPRESENTATIVE Expiratio	on Date		AUTHOR	ZED REPRESENTATIVE	
Premium \$ Ir	cluded on	Premium Summary S	chedula	2			
For attachment Issued to	to Policy or Bo	ond No. IG1-121-010	461-189	9R			

Endorsement Serial No. 8

C6ase 244-32/4287KLPDJNDoD86+037entFiled207/30/241/1E/ntere@037e32424f B5: Plag9ID#De667 Exhibit(s) 37 Page 24 of 39

EXCLUSION

(All Hezerds 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

Mass

(c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

LIBERTY MUTUAL INSURANCE COMPANY

Authorized Representative

PRESIDENT

CRETARY

Countersigned by

G301 (10/1/66) LC LG LM

Effective Date

Expiration Date

For attachment

Issued to

to Policy No. IG1-121-010461-189R

Endorsement No. 7

C6ase 244-324287KLFDJNDoD66+37entFiled207780/241/12/12/12/02/032624f 85: Plag9ID#D46668 Exhibit(s) 37 Page 25 of 39

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 ll 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. I LIBERTY MUTUAL INSURANCE COMPANY

Countersigned by Countersigned by_ AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE Effective Date Expiration Date Audit Basis

Premium \$ For attachment to Policy or Bond No. IG1-121-010461-189R Issued to

Endorsement Serial No. 6

C6ase224I-32/4287KLPDJ1DoD66+B7entFiled207/30/241/1E/12ere8/07/430624f 85:Phg8ID#D6669 Exhibit(s) 37 Page 26 of 39

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:

COVERAGE P - PERSONAL INJURY LIABILITY 1.

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 occount 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 to the suit are groundless. claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judaments 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;

<u>с</u>

(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.

11. 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

per cent

15% of Fremises-Operations B.I. Premium - Annual -Deposit

0

Code 9840



Premium \$ Included on Premium Summary schedule

Effective Date Expiration Date Audit Basis For attachment to Policy No. IG1-121-010461-189

Issued to

PRESIDENT

SECRETARY

Authorized Representative

Countersigned by

L-G2004 (10/1/66) LC LG LM LO

5 Endorsement No.

6

C6ase 244-32/4287KLPDJNDoD66+37entFiled207780/241/1E/12ere@307632724f 85: PlageID#De660 Exhibit(s) 37 Page 27 of 39

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

PRESIDENT

TARY

4

Authorized Representative

Endorsement No.

Countersigned by

G328 (10/1/66) LC LG LO LM

Effective Date

Expiration Date

For attachment

Issued to

to Policy No. 1G1-121-010461-189R

C6ase 241-32/4287KEPDJNDoD86+037entF71ed2077/30/241/12/n2erePage3282df B5: PlageID#De6601 Exhibit(s) 37 Page 28 of 39

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. IIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Expiration Date

- - ---

Countersigned by. Effective Date

Audit Basis

Countersigned by.

AUTHORIZED REPRESENTATIVE

Premium \$ Included on Premium Summary Schedule For attachment to Policy or Bond No. IG1-121-010461-189R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 3

C6ase 244-32/4287KLPDJNDoD66+037entFiled207780/241/1E/12ere@037e30924f B5: PlageID#De662 Exhibit(s) 37 Page 29 of 39

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.

11. 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 foilure 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 indemnity 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 3

CGase 244-32/4287KEPDJNDoD66+37entFiled207/30/241/12/12/12/ref2 ag/430/24f 35: PlageID#D46603 Exhibit(s) 37 Page 30 of 39

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f no entry appears herein the schedule is completed lazards."	on the sched	ules forming	a part of th	ne policy and	designated "Ge	neral Liobili
Classification	Code	Premium Bases		otes	Advance I	
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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

Manto Z. Farwell

PRESIDENT

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uan SECRETARY

Countersigned by

Authorized Representative Endorsement No. 2

C6ase 244-324287KLPDJNDoD66+037entFiled207/80/241/1E/12ere® 037#30124f 85: Plag0ID D #D #604 Exhibit(s) 37 Page 31 of 39

Item 5. Declarations - Schedule.

DESCRIPTION OF HAZARDS	CODE	NAME OF INDEMNITEE AND DATE OF CONTRACT	RATES COVERAGE A COVERAGE B	COVERAGE A	PREMIUMS COVERAG
Contractual	No.	·	Per \$100 of Cos		
				a)First \$500, b)Next \$500,0 c)Over \$1,000	000 00 ,000
				-	
Pa.	0554	June 1, 1917	a) b) c)		
N.Y.	0521	Not Stated	Flat Charge		<u></u>
, Va.	0533	Not Stated	a) b)		
Calif.	0553	Not Stated	a) b) c),		
Md.	0555	Not Stated			
Tex.	0555				

C6ase 244-32/4287KLPDJNDoD86+037entFiled207/30/241/12/12/12/dere@037/438/24f 135: PlageID#D#D#6605 Exhibit(s) 37 Page 32 of 39

This endorsement is executed by the company below designated by an entry in the box opposite its name.

4a b. Countersigned by.

Countersigned by-

AUTHORIZED REPRESENTATIVE Expiration Date

Countersigned by.

mersigned of-

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

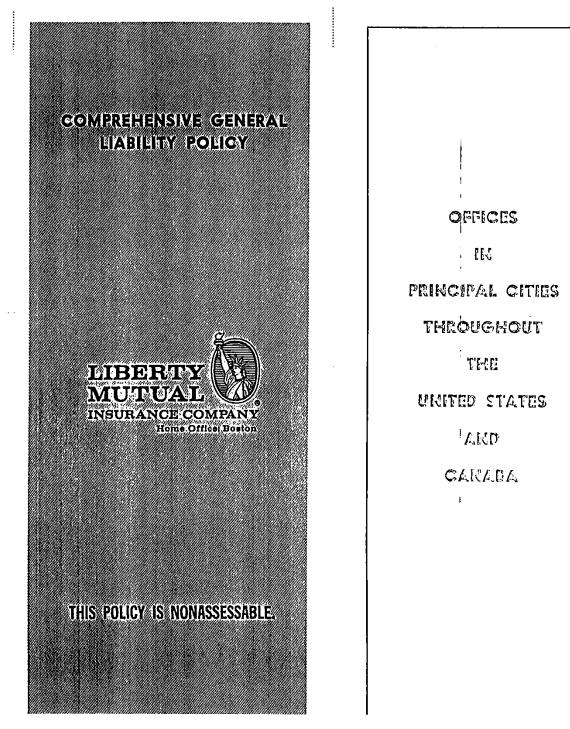
For attachment to Policy or Bond No. IG1-121-010461-189R Issued to

Endorsement Serial No. 1

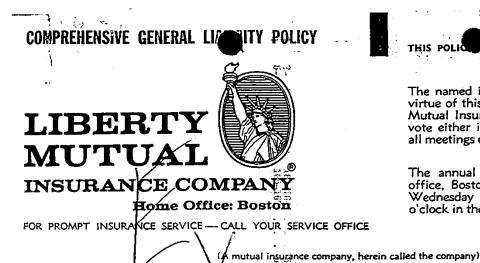
	CQ3858244287KLPDJNDoD8666 Ext	7entFile@07780/241 hibit(s) 37 Page 3		f 135:121ag0 ID#D ⊉660 6	i
-	The policy identified below, of which this endors of the risk located in the state in which the Res	NATURE OF RESIDE sement forms a part, is he sident Agent resides.	NT A T	respect to all portions	
	of the risk located in the state in W22-189R Policy Number: IG1-121-010461-189R Name of Policyholder:				
	Address:				
ſ		Countersigned by(Re	sident Agent of Liberty Mut	California	
	Sales Office			(State)	
	1710				
]	The policy identified below, of which this end of the risk located in the state in which the F Policy Number: IGL-121-010461-189R Name of Policyholder: Address:	Resident Agent resides.	- - -	McGeroy	,
		Countersigned by	esident Agent of Liberty Mu	itual Insurance Company)	
	Sales Office 1710		<u>Geo</u>	rgia (State)	
	The policy identified below, of which this end of the risk located in the state in which the R	lorsement forms a part, is Resident Agent resides.	hereby countersigned wit	h respect to all portions	
	Policy Number: LG1-321-010461-159R Name of Policyholder:				ļ
	- Address:	Countersigned by	Resident Agent of Liberty M	utual Insurance Company)	A-
		(.	<i>i</i> /	Pennsylvania	
	Sales Office		-, in	(State)	
	1710 **				

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	RATE CA		ON TABLE
Days Policy In Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Promium
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If the months of policy has months, th as follows as for a (2) Deduc	(5 mos.) 52 policy has be r less, the abo s been in effec he earned pren s: (1) Determ policy written t such premit and on the rêr ed premium on	en in effec ve table ap t for more hum shall t ine full any for a term im from the	12 mos.) 100 t for twelve plies. If the than twelves than twelves to determined usal premium of one year. the pollo year. the pollo year beyond one nally written. ordance with med premium freet.



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CLASSIFIED IN DIVIDEND CLASS I THIS POLIO - GENERAL CLASS = 5 The named insured is hereby notified that by

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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:

COVERAGE A-BODILY INJURY LIABILITY

COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all soms which the insured shall become legally obligated to pay as damages be-cause of

Coverage A. bodily injury or Coverage B. property damage

to which this policy applies, caused by an occurrence, and the com-pany shall have the right and duty to defend any such against the insured seeking damages on account of such bodily injury or prop-erty damage, even if any of the allegations of the such are ground-loss for the such as the such as the such are grounderry camage, even in any or the allegations of the sungate ground-less, false or fraudulent, and may make such investigation and set-tlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment of to defend any suit after the applicable limit of the company's rability 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 the 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 owner
 - ship, 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 opera-tions 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

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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;
- to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organiza-tion engaged in the business of manufacturing, distributing, (f) 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;
- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensa-tion, unemployment compensation or disability benefits law, (g) or under any similar law;

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 nder an incidental contract;

(i) toproperty damage to

- property owned or occupied by or rented to the insured, - 13
- (2 property used by the insured, or
- property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; (3)

but parts (2) and (3) of this exclusion of 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:

- to property damage to premises dienated by the named insured arising out of such premises or any part thereof; (i)
- (k) to bodily injury or property damage resulting from the fail---- ure 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, speci-fications, 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 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.

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.

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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 bodity injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodity 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 bodity injury sustained by two or more persons as the result of any one occurrence; shall not exceed the limit of bodity 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 subparagraphisobelow shall not exceed the limit of property damage liability cistated 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 y(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 **bodify** 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.

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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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"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:

- 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, stainway, 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 selfpropelled, (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-intransit 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 use 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

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- (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 everydemand, 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.
- 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. No person or organization shall 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 rise 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 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 facisinile 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.

Buce E. Sooman

SECRETARY

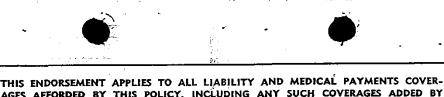
Frank L. Farwell

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PRESIDENT

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AGES 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 (Brôad Form)

It is agreed that:

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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 Asso-ciation 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 e harardous properties of nuclear material and ندنا عاقاهما 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,
- 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

Ung E. Dooman SECRETARY

Trank L. Farwell

PRESIDENT

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PAGE 5

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DECL	ARATIONS		LIBE MUI insura	'UA	Y L COMPANY Diffice: Boston		REHENSIVE IABILITY PC		
olicy No.		TD Code	Sales Office		!	esman	Code N/H	lst Year	
	1-010461-180R	23	N.Y.		202	artella	7675 2	37	
iem 1.			others Inc.		.Y. 10017		, and		
	The named insured is					k, Other 🗌			
	Business of named in	nsured is: Co	ontracting						
tem 2. Policy Period: From 1 1 70 to 1 1 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								
tem 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		
					100,000	each person	\$		
	A - BODILY IN	JURY LIA	BILITY	\$	300,000	each occurrence		•	
	<u> </u>			\$	300,000	aggregate			
	B — PROPERTY	DAMAGE	LIABILITY	\$	100,000 100,000	each occurrence	\$	ķ	
				_		aggregate			
tem 4.	MISCELLA	NEOUS CH	ARGES	As	per End. No.(s) ² ,3,4,7,9,10 <u>211.</u>	\$		
				As	per page l	No. 10		ł	
				Ađ	vance Fren:	ium			
				Pre	emium Disco	ount			
	Discounted TOTAL ADVANCE PREMIUM \$								
	The premium for this policy is payable β in advance, β on first anniversary and β on the second anniversary.								
tem 5.	The declarations are	completed o	n the attached :	schedule	s designated *	General Liability H	la-ards"	160	
	y, including all endors	ements issue	d therewith, is h	iereby co	ountersigne i b	y CW A	Drized Representativ	J.	
The polic									
The polic Vork Units 188 1é		ent Kating B	Audit Basis	Cal:	ate Pol. 11.5.	kenewai of G1-121-010461.		counting Entry	

Ccase 3224324-28-KL7PDJDoc 266:381en Filed 307/30/24.1/12/tetec P07/30/24 55:121/g49D#De504 Exhibit(s) 38 Page 2 of 50

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HAZARDS	RATING CLASSIFICATIONS	Code N .
Premises	Buildings or Premises	0129A
Operations	Boat or Ship Building	2464A
	Sash, Door or Assembled Millwork Mfg.	2464в
	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
Products	Completed Operations: Carpentry Construction	1203
Contractual	Construction Agreements- indemnification of owners Intermediatc form contracts	0554
	Limited form contracts	0553
	Contractual Liability - N.O.C.	0521
	Broad Form Contracts	0555
Policy No. LG1-	121-010461-180R Page No.	1

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Premium Summary Schedule

NO.	HAZARDS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM	
1	PREMISES				
1	OPERATIONS				
2	ELEVATORS Charges				
3	STRUCTURAL ALTERATIONS, New Construction, Demolition				
3	INDEPENDENT CONTRACTORS				
4	PRODUCTS — Completed Operations				
	CONTRACTUAL				
	INCREASED LIMITS BASIC CHARGE 9890				
	PERSONAL INJURY END. 5 9840			Cov. P.	
	DELETION OF CARE CUSTODY AND CONTROL				
	MALPRACTICE				
	WATERCRAFT EXCLUSION				
	LIQUOR LIABILITY EXCLUSION	-			
	PERSONAL INJURY END. 11				
	ANNUAL TOTAL XOVXNOE PREMIUM				

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n de la construcción de la const

GPO 2144 R-1

Annual Premium

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Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS CHARGES			
3	INCREASED LIMITS BASIC CHARGE 9890		6	
	WATER ENCLUSION			
3	LIQUOR LIABILITY EXCLUSION			
4	PRODUCTS — Completed Operations			
	CONTRACTUAL END. 2			
-	PERSONAL INJURY END. 5 9840			Cov. P.
	DELETION OF CARE CUSTODY AND CONTROL END. 8			
	MALPRACTICE END. 3			
	PERSONAL INJURY END. 11			-
	TOTAL DEPOSIT PREMIUM			
	Deposit Premium Subject to Discou	nt		
	Premium Discount			
	Discounted Premium			
	La. Premium Not Subject to Discou	nt		
	Discounted			
	TOTAL ADVANCE PREMIUM			
Policy	No. LG1-121-010461-180R			Page No.
Issued	to	Deposit Premium		

Ccasse 322432428-KL7PDJDocD86:381enFiled 307/30/2411/En/tetecP07/30/2415:121g49D#Die307 Exhibit(s) 38 Page 5 of 50

Item 5. Declarations - Schedule - Gei ! Liability Hazards RATES ADVANCE PREMIUMS DESCRIPTION OF HAZARDS TERR. PREMIUM BASES KEY COVERACE A COVERACE B (2) REMUNERATION (b) SQ. FT. OF AREA (c) LINERE FT. OF FRONTACE (d) UNIT (e) COVERACE A COVERACE & (2) PER \$100 REMUMERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT MO 111 CO 312 OL & T 31? Code No. PREMISES - OPERATIONS (\hat{e}) BASIS 152 E. 46th St. New York, N.Y. 01 <u>012</u>94 b Water Damage Liability 0129Á Greater New York 154-156 E. 46th St. New York, N.Y. 01 2457 a If any 2464 If any 2464B If any 3457 If any 3759 5146 If any 5437 If any N.Y. State Remainder

If any

<u>02</u> 2457

2464Å

24648

3457

3759

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5437

Policy No. LG1-121-010461-180R GPO 2745 R1

* = DEPOSIT

M = MINIMUM PREMIUM Policy No. LG1-

Page No. 4

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Item 5. Declarations — Schedule — G al Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		PREMIUM
		1	COVERACE A COVERACE B	COVERACE A	Cov
PREMISES - OPERATIONS	Cope No.	(3) REMUMERATION (b) Sq. Ft. of Area (c) LINEAR FT. OF FROMTACE (d) UNIT (c)	(a) PER \$100 REMUMERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTACE (d) PER UNIT (c)	MO 311 CO 312 OL & T 313	
		BASIS			
				-	
		State of Ala.			
	3457	a If any			
	3759	If any			
	5437				
		State of Calif.			
	12	If any			
	2457				
	24644	If any			
	24643	If any			
	2489				
	3457	If any			
	3759	If any			ļ
~	5146] If any			
	5437	If any		i	
		State of Ga.			ĺ
	2457	If any			
	5437	If any			
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* = DEPOSIT				, <u> </u>	
M = MINIMUM PREMIUM					
Policy No. LG1-121-010461-1	907		<u> </u>	Page No.	L

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Item 5. Declarations - Schedule - G. al Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES	Advance	
			COVERACE A COVERACE B	COVERAGE A	COVERAG
PREMISES - OPERATIONS	Code No.	(2) REMUMERATION (b) SQ, FY, OF AREA (c) LINEAR FT, OF FRONTAGE (d) Unit (c)	(1) PER \$100 REMUMERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)	MO 111 CO 312 X OL & T 313	
		BASIS			
		a			
	St	ate of La.			
	3457	If any			
	3759	If any			
	5437				
	S	tate of Maine			
	3759	If any			
	5437	If any			
		ate of Md.			
	2457	If any			
	2464A	If any			
	2464B	If any			
	3457	If any			
、	3759	If any			
	5146	If any			
	5437				
	<u></u>	ate of Mass.			
	3759	If any			
	5437	If any			
<u>د</u>					
		 • ·		· · · · · · · · ·	
M = MINIMUM PREMIUM					
Policy No. LG1-121-01046	1-180P		<u> </u>	Page No.	6

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Item 5. Declarations - Schedule - G. al Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES	ADVANCE		
			COVERAGE A COVERAGE B	COVERAGE A	Cove	
Premises Operations		(2) REMUNERATION (b) Sq. Ft. of Area (c) Linerar Ft. of Frontace (d) Unit (c)	(a) PER 5100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)	MO 111 CO 112 X OL & T 112		
		BASIS				
	9	tate of N.J.				
	2457	If any	-			
	24644	If any				
	24641	If any		:		
	3457	If any				
	3759	If any				
	5146	If any				
	5437	If any				
		ate of Pa.			.	
	<u>01</u> 2457	If any				
	2464/	If any			;	
	24641	3 If any		-		
	3457					
	3759	If any			: -	
	5146	If any			ļ	
	5437	If any				
				i : :		
* = DEPOSIT M = MINIMUM PREMIUM						
Policy No. LG1-121-010461-1 GPO 2745 R1	L80R			Page No.	7	

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Item 5. Declarations - Schedule - General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	P	REMIUM BASES I	Ker -	RAT	COVERAGE B	COVERAG		PREMIUMS Cove
Premises - Operations	Code No.	(d) U (e)	EMUNERATION Q. FT. OF AREA INEAR FT. OF FRONTA INIT	C E		EMUNERATION FT. OF AREA FT. OF FRONTAGE	MO CO OL & T		
		BASIS		-					
		a		1				i i	
			of Tex.						
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	5146		If any					:	
	5437								
	Total	Est	imated Ope	eratio:	ns Premi	mu			
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	Total	Dep	osit						
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* = Deposit M = Minimum Premium	1								
Policy No. LG1-121-0	10461-18		-				L	e No.	<u> </u>

CGase 241-324287KEPDJNDoD 86-03entFile:0807780/241/1E/12ere@ 07630/24f 55: PlageID D & 262 Exhibit(s) 38 Page 10 of 50

RATES ADVANCE PREMIUMS PREMIUM BASIS DESCRIPTION OF HAZARDS CODE COVERAGE A COVERAGE B COVERAGE A COVERAC: (a) SALES (b) RECEIPTS (c) (a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c) No. PRODUCTS 310 COMPLETED OPERATIONS 1203 Calif. La. 1203 37.Y. 1203 Tex. 1203 All Other States 1203 . Estimated Annual Premium Deposit Miscellaneous Increased Limits Basic Charge 9890 5 * = Deposit M = Minimum Premium Policy No. LG1-121-010461-180R Page No. 9

Item 5. Declarations - Schedule - General Liability Hazards

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Elevator Charges - 0799

<u>N.Y.</u>

154-156 E. 46th St.

New York

l Passenger (6 Landings) @



LG1-121-010461-180R

Page No. 10

CGase 244-32/4287KEPDJNDoD86+038entFile3807/30/241/12/12/12/02/ef a07/430/224f 155: PlageID #De364 Exhibit(s) 38 Page 12 of 50

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_____ forming a part of policy_WCl-l2l-01046L-170

LIBERTY MUTUAL INSURANCE COMPANY

RESIDENT

Effective Date Expiration Date Audit Basis For attachment to Policy No.

HA

1-1-70 1-1-71_____

LG1-121-010461-180R

Issued to Hopeman Brothers Inc., Etal

uan Secretary

AUTHORIZED REPRESENTATIVE

2212

Countersigned by

(12-1-56)

Issuedrb 12-15-70 Sales Office and No. 202

End. Serial No. 21

CGase 244-324287KEPDJNDoD86+G8entFile:0307/780/241/1E/12ere@age/3082aff 55: PlageID#Dest5 Exhibit(s) 38 Page 13 of 50

MISCELLANEOUS CHANGE ENDORSEMENT

То

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(General Liability)

The policy declarations are amended by the changes entered below:

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Change A — Policy Period: From

Change B - Location:

Change C — Hazard(s)				Coverage (Code: B.I.		
	Теп.			al Rates		Advar	ice Premiums	
Revised Rates	Code No.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage
<u>NEVISEU_N8665</u>	-							
Experience Modifica	tion							
Basic: 49% Credit								
Excess: 90% Debit	1							
M — Minimum Premium								
If Policy Period r								
On effective date of			Anniversary		2nd Annive		(aathles () 16	les Cherry
Adjustment of premium								lat Charge
Premium \$ A	djust o	n Audit			Periodic Pa	yment \$		
Effective Date Expiration Dat				· · - ·-	·· · ·			
Audit Basis	8						_	-
For attachment to Policy No.		1-010461-180F	2				UAL INSURA	NCE COM
		others Inc.,			ja.	un E. Door	men Iran	h L. Sau
Work Units					\bigcap	~ 1		
1-			C	ountersigned b	- · · ب y	O op	carl.	
L-G 600	6	Issued eg-	6-20 70	Sales Office a	nd No o	_	REPRESENTATIV End. Serial N	-
(2/69)	Printed in		0-20-10				age 1 of	
					S	T. PIERR	E (HBI) -3	78

CGase 244-324287KLPDJNDoD 66-38entFile3807/80/241/1E/12/02/eref 037/30/24f 55: PlageID#D#D#30:6 Exhibit(s) 38 Page 14 of 50

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Item 5. Declarations - Schedule - General Liability Hazards

DESCRIPTION OF HARARDS	Tens.	PREMIUM BASES REV	RATES	ADVANCE COVERAGE A	Covera	
Premises — Operations	Coon No.	(A) REMUMERATION (b) Sq. Fr. of Area (c) Linear Fy. of Frontage (d) Unit (c)	(a) For ALON REWINSTATION (b) FIX 192 NO TO THE AREA (c) FILL SEEN FOR FRONTAGE (d) FER LINET (c)	MO 11: X CO 112 OL & T 11? X		
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New TOTA, M. T.						
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* = Deposit M = Minimum Premium	1		 			
M - MUNIMON PREMIUM Policy No. LG1-121-010461-1	80B	<u>1. </u>		Page No. 5 End. #20	2 02 7	

C6ase 241-32/4287KEPDJNDoD86-08entFile:0807/780/241/1E/12ere@037e30624f 155: PlageID#D#D#367 Exhibit(s) 38 Page 15 of 50

RATES ADVANCE PREMIUMS PREMIUM BASES KEY DESCRIPTION OF HAZARDS TERR. COVERAGE A COVERAGE B COVERACE A COVERAG (a) RESUMERATION (b) Sq. FT, OF AREA (c) LINEAR FT. OF FRONTACE (d) UNIT (c) (a) PER SIGO REMUNERATION (b) PER 100 SO, FT OF ARAA (c) CELLINGER FT OF FALMONGE (d) PER UNIT (t) MO 111 CO 112 OL & T 513 Code No. PREMISES - OPERATIONS BASIS ÷ State of Ala. 3457 a 3759 5437 State of Calif. 12 2457 2464A 2464B 2489 3457. 3759 5146 5437 State of Ga. 2457 5437 State of Maine 3759 5437 --- --- DEPOSIT M = MINIMUM PREMIUM Policy No. LG1-121-010461-180R Page No. 3 of 7 GPO 2745 R1 UŜA Attach to End. #20 1

Item 5. Declarations - Schedule - General Liability Hazards

CGase 244-324287KLPDJNDoD 66-38entFile3807/80/241/1E/12ere® 07/630624f 55: PlageID D 2 6 50 Exhibit(s) 38 Page 16 of 50

Item 5. Declarations - Schedule - General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	i i	PREMIUM BASES KEY	RATES COVERAGE A LA OVERAGE B	COVERAGE A	PREMIUMS COVERA	
PEZMISES OPERATIONS	Coos No.	38030 38030	REMUMERATION Sq. Ft. of Area Linear Ft. of Frontage Unit	COPERATE NOT THRUE D (a) Per SIOR REMEMBER (b) Per 105 OF the or Asia (b) Pin 105 OF the or Asia (c) Pin 105 Per Constant (c) Pin 105 Per Cons	90 111 9 12 92 & T 12	COVER	
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	2464A				İ		
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		Sta	te of Mass.		i	; ;	
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CGase 244-32/4287KEPDJNDoD86+G8entFile:0307/780/241/12/12/12/ere@ 307/24f 155: P1ag0ID#D#3659 Exhibit(s) 38 Page 17 of 50

Item 5. Declarations - Schedule - General Liability Hazards

Item 5. Declarations - Schedule -	General Lia	ousty riazaras				
DESCRIPTION OF HAZARDS	Tma.	PREMIUM BASES KEY	RATES COVERAGE A COVERAGE B	COVERAGE A	PREMIUM3 COVERAGE	
Premises — Operations	Cope No.	(A) REMUNEATION (b) Sq. Ft. of Area (c) Linear Ft. of Fromtace (d) Unit (c)	(a) PER 5100 REMUMERATION (b) PER 100 SQ FT. OF ARAA (c) PER LIVERA FY. OF FRUNTAGE (d) PER UNIT (e)	MO 311 CO 312 OL & T 313		
	01	Bass State of Pa.				
	2464A					
· · · · · · · · · · · · · · · · · · ·	2464B					
	3457					
	3759					
	5146					
	5437					
		State of Va.				
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 = Deposit M = Minimum Premium 						

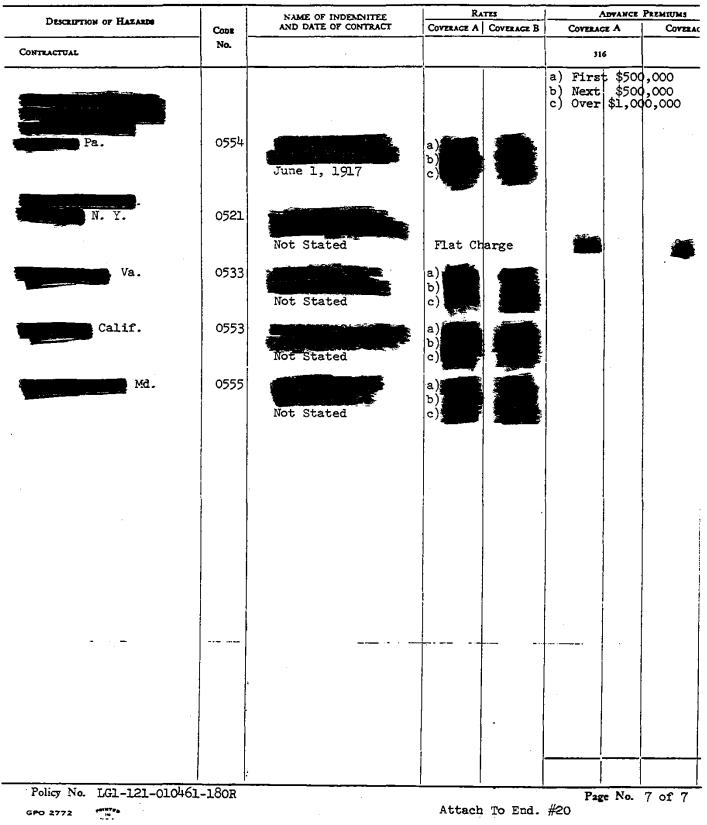
CGase 244-324287KEPDJNDoD86:08entFile:07780/241/12/12/12/12/07/30/24f 155:1212491D#D#320 Exhibit(s) 38 Page 18 of 50

DESCRIPTION OF HAZARDS		PREMIUM BASIS	RATES		PREMIUMS
Productis	No.	(a) SALES (b) RECEIPTS (c)	COVERAGE A COVERAGE B (a) PER \$1000 SALES (b) PER \$1600 RECEIPTS (c)	COVERACE A	COVERAC
COMPLETED OPERATIONS		(c)	(c) PER \$1000 RECEIPTS	310	. <u> </u>
Calif.	1203				
N. Y.	1203				1
All Other States	1203				
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° = Deposit M = Minimum Premium					
Policy No. LG1-121-0104	61-180R			Page No.	<u> </u> 6 of 7
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### Item 5. Declarations - Schedule - General Liability Hazards

# CGase 241-324287KEPDJNDoD86-G8entFile:07/30/241/12/12/12/02/430924f 55: PlageID#D#D#321 Exhibit(s) 38 Page 19 of 50

Item 5. Declarations --- Schedule.



# CGase 241-32/4287KEPDJNDoD66:08entFile0807/780/241/12/12/12/12/932024f 55: Plag9ID#D#3222 Exhibit(s) 38 Page 20 of 50

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# AMENDATORY ENDORSEMENT

It is a	greed that the Policy is amended as indicated by typed entries hereunder:
	Policy Number to read:
	Name:
	Address:
	Legal Status: [] Individual [] Partnership [] Corporation []
	Policy Period: From to 12:01 A.M. Standard Time.
	Loss Payee: The interest of the following Loss Payee has ceased:
M	Locations: Ga Eliminate
	Mass Eliminate Hereitan Andrea Quincy
This	endorsement is executed by the company below designated by an entry in the box opposite its name.
	IBERTY MUTUAL INSURANCE COMPANY 🔄 LIBERTY MUTUAL FIRE INSURANCE COMPANY
B	44 6. Soorman Trank L. Tawell Burg E. Soorman Trank L. Tawell
Effect Expira Audit	ive Date 1-1-70 ation Date 1-1-71 Basis 8 ttachment

to Policy No. LG1-121-010461-180R

1227 ED. 4

Issued to Hopeman Brothers Inc., Etal

Issued js 6-22-70

Cwomen

Countersigned by .... Sales Office and No.

AUTHORIZED REPRESENTATIVE 202

End. Serial No. 19

# C6ase 244-324287KEPDJNDoD66+38entFile3807/30/241/1E/12ere@ag#30124f 55:Plag9ID#D#3@3 Exhibit(s) 38 Page 21 of 50

# 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 LG1-121-010461-209R (Wayne Manufacturing Corporation)	ESTIMATED STANDARD PREMIUM
AE1-121-010461-169 (Hopeman Brothers Inc.)	
Canada LG1-121-010461-159 (Hopeman Bros. Inc., etal)	
LG1-121-010461-239R (1997) (1997) (1997)	
LG1-121-022356-029R (	

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date _ _ _ Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-180R

Issued to

Countersigned by É. AUTHORIZED REPRESENTATIVE 

Endorsement Serial No. 18

(11-23-59)

Issued

ST. PIERRE (HBI) -386

PRESIDENT

# C6.as & 244-32/4/287K Z PD J ND o D 86+38ent F71 & B07/241/12/12/12/12/ere@ 007/30/24f 155: Plage I D #D # 3 & 4 Exhibit(s) 38 Page 22 of 50

# 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. I LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPAN

44 1 Countersigned Countersigned by_

Effective Date

ACTHORIZED REPRESENTATIVE Expiration Date

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AUTHORIZED REPRESENTATIVE

Audit Basis Premium \$

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For attachment to Policy or Bond No. LG1-121-010461-180R Issued to

Endorsement Serial No. 17

LG 6010

# C6ase 244-32/4287KEPJNDoD66+38entFile:07/30/241/12/12/12/12/02/45224f 155: P1a40ID#D#325 Exhibit(s) 38 Page 23 of 50

### 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	Adjustmen 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

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LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

SECRETARY

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Countersigned by .

Form L-G 5001 (Texas) (7/1/66) LC LG LM LO

LG1-121-010461-180R

Premium \$

Effective Date

Expiration Date Audit Basis For attachment

to Policy No.

issued to

Endorsement No.

ST. PIERRE (HBI) -388

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#### PREMIUM DISCOUNT ENDORSEMENT - TEXAS (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Licbility and Medical Payments insurance is subject to discount in accordance with the following procedure:

- 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 hereat, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Acjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

#### 3. Premium Discount — Texas.

5.5

1.4

- (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 Toble 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 or "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 vers 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 sold Table opposite the Total Standard Premium, and (2) the discount determined by applying to that partian art the Texas General Liability Standard Premium, and (2) the discount determined by applying to that partian at the Texas General Liability Standard Premium, and (2) the discount determined by applying to that partian at the Texas General Liability Standard Premium, which is subject to retrospective rating the applicable percentage stated in sold Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

#### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES (General Liability)

Totai Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Lability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note:	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)		(2)	(1)	(2)
\$1,000	0.0%	51,392	2.5%		5.0%	\$5,274	7.5%
1,006	0.1	1,415	2.6		5.1	5,334	7.6
1,018	0.2	1,439	2.7		5.2	5,395	7.7
1,030	0.3	1,463	2.8		5.3	5,457	7.8
1,042	0.4	1,488	2.9		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	9.1
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	3.4
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	<u>4.3</u>	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	. 46	5,049	7.1	6,891	9.6
1,329	2.2	2,149	. 47	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	7,20.	9.9

(Continued on page 2)

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO

Page 1

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Printed in USA

# CGase 244-32/4287KEPDJNDoD86+038entFile:0807/380/241/12/12/12/02/ere@037/632624f 155:121ag01D#D@367 Exhibit(s) 38 Page 25 of 50

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(i)	(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 14,090 14,524 14,985 15,476	13.0 13.1 13.2 13.3 13.4	36,284 36,759 37,246 37,745 38,259	16.5 16.6 16.7 16.8 16.9	66,165 67,760 69,433 71,190 73,039	20.0 20.1 20.2 20.3 20.4	374,934 432,616 500,000 Over 500,000	23.5 23.6 23.6

### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES - Continued

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

LIBERTY MUTUAL INSURANCE COMPANY

Total

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PRESIDENT

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Applicable premium discount percentage based on total estimated advance standard premium:

Premium \$

Effective Date Expiration Date Audit Bosis For attachment to Policy No. LG1-121-010461-180R

Issued to

ized Represent hor

Countersigned by..

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO Page 2

ST. PIERRE (HBI) -390

Endorsement No. 15

# C6ase 244-32/4287KEPDJNDoD86+038entFile:0807/780/241/12/12/12ere@007/630624f 155:121a491D#D@368 Exhibit(s) 38 Page 26 of 50

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):

- 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. LG1-121-010461-180R

LIBERTY MUTUAL INSURANCE COMPANY

Issued to

Countersigned by .....

Authorized Representative

G513 LF LG LO LM LX (10/1/66)

Issued

Endorsement No. 14

# C6ase 244-324287KEPDJNDoD66+08entFile:07/30/241/1E/12ere@07/30/24f 55: PlageID#D#D#329 Exhibit(s) 38 Page 27 of 50

### 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

For attachment to Policy No. LG1-121-010461-180R Issued to

Countersigned by thorized Representative

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66

Endorsement No. 13

# C6ase 241-32/4287KLPDJNDoD86+08entFile0807/30/241/12/12/12/12/932824f 55: Plag9ID#D#560 Exhibit(s) 38 Page 28 of 50

## 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

PRESIDENT

SECRETARY

Countersigned by. AUTHORIZED End. Serial No. 12

Sales Office and No.

Effective Date Expiration Date Audit Basis _

For attachment to Policy No. LG1-121-010461-180R

Issued

Issued to

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Louisiana

# C6ase224-32/4287KEPDIDoD66+B&entFileB07/30/241/1E/12erePa7/430924f55:Phg9ID#D#\$61 Exhibit(s) 38 Page 29 of 50

#### 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 relecasting activities conducted by or on behalf of the nomed insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

#### 11. 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 Flat Charge		0	per cent
Code 9840 The provision of thi	s endorsen	ent apply of	nly with respect to:
		LIBERT	Y MUTUAL INSURANCE COMPANY
Premium \$ Included on Declarations		_Jsa	nt L Tarwell
Effective Date			PRESIDENT
Expiration Date			<b>Л</b>
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ST. PIERRE (HBI) -394

Endorsement No. 11

# C6ase 241-32/4287KLPDJNDoD86+08entFile0807/30/241/12/12/12/12/930/24f 155: Plag9ID#D#362 Exhibit(s) 38 Page 30 of 50

LIQUOR LEADILITY 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. I LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPAN

OULL L Countersigned Countersigned by... AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE Expiration Date

Effective Date Audit Basis

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Included on Declarations Premium \$ For attachment to Policy or Bond No. LGL-121-010461-180R Issued to

Endorsement Serial No. 10

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ς. 1 1. . . . . . Contraction of the Pro-

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. E LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPAN

Dun E. Do 173 Countersigned by Countersigned by. rive ///? Expiration Date AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

Effective Date ŝ, Audit Basis

Premium \$ Included on Declarations For attachment to Policy or Bond No. 1G1-121-010461-180R Issued to

Endorsement Serial No. 9

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# C6ase 244-32/4287KEPJNDoD66+038entFile:0807/30/241/12/12/12/12/90/230/24f 55: PlageID#D#D#364 Exhibit(s) 38 Page 32 of 50

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:

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#### 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.

#### 11. 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

LIBERTY MUTUAL INSURANCE COMPANY

RESIDENT

Countersigned by

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L-G2001 (10/1/66) LC LG LM LO

to Policy No. LG1-121-010461-180R

Premium \$

issued to

Effective Date Expiration Date Audit Basis For attachment

Endorsement No. 8

# C6ase 244-32/4287KEPJNDoD66+038entFile:0807780/241/12/12/12/02/ere@007/630824f 155: P1a40ID#D#365 Exhibit(s) 38 Page 33 of 50

Issued to

### 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

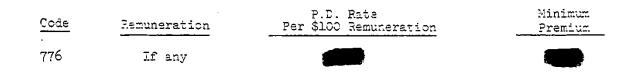
(1) Property owned or occupied by or rented to the insured or

(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:

- \$1,000 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 inductible 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 inductible amount as has been paid by the company.



This endorsement is executed by the company below designated by an entry in the box opposite its name. I LIBERTY MUTUAL INSURANCE COMPANY

Auce E. Dooman Countersigned i Countersigned by. AUTHORIZED REPRESENTATIVE ALTHORIZED REPRESENTA Effective Dates Expiration Date Audit Basis Premium \$ Included on Premium Summary Schedule For attachment to Policy or Bond No. LG1-121-010461-180R

Endorsement Serial No. 7

# CGase 241-324287KLPDJNDoD 86-038entFile0807780/241/12/12/12/02/930424f 155:1214491D4D4566 Exhibit(s) 38 Page 34 of 50

#### EXCLUSION

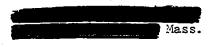
#### (All Hazards in Connection with Designated Premises)

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 Promises** 

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LIBERTY MUTUAL INSURANCE COMPANY

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PRESIDENT

uan SECRETARY

Countersigned b Ĵ. ę. Endorsement No. 6

Effective Date Expiration Date

For attachment to Policy No. Issued to

LG1-121-010461-180R

G301 (10/1/66) LC LG LM

### 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 existin at the effective date of the policy shall not prejudice the insured with respect the insurance afforded by the policy provided such failure is not intentional or a to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name. I LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPAN

Countersigned by Countersigned by_ AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis Premium S

41. 1. 1. 1 . t. . .

> For attachment to Policy or Bond No. LG1-121-010461-180R Issued to

> > Endorsement Serial No. 5

Work Units 1 -

Issued

Sales Office & No.

# C6ase 244-32/4287KEPJNDoD66+038entFile:0807780/241/12/12/12/02/ere@007/630/624f 155: PlageID#D#D#368 Exhibit(s) 38 Page 36 of 50

#### 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;

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(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

222 of Premises-Operations E.I. Premium - Annual

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Deposit

Premium \$ Included on Premium Summary Schedule

Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-180

SECRETARY

CID Anene I

Countersigned by .....

L-G2004 (10/1/66) LC LG LM LO Printed

Issued to

Endorsement No. 4

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# C6ase 244-324287KEPDJNDoD66c8entFile3807780/241/1E/12ere@ag#30724f 55:P1ag9ID#D#369 Exhibit(s) 38 Page 37 of 50

#### 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

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This endorsement is executed by the company below designated by an entry in the box opposite its name. I LIBERTY MUTUAL INSURANCE COMPANY

Explation Date

Countersigned by_

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

Countersigned

Premium \$ Included on Premium Summary Schedule For attachment to Policy or Bond No. LG1-121-010461-180R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 3

Work Units 1 -

Issued

Sales Office & No.

# C6ase 244-324287KEPDJNDoD66+38entFile3807780/241/1E/12ere@ag#30824f 55:Plag9ID#D#3#30 Exhibit(s) 38 Page 38 of 50

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:

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#### 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 applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limit of the applicable limi

#### 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, penolties or liquidated domages 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 workment, to pay on behalf of or to indemnitee is an employee of the named insured, to pay any be or (e) if the indemnitee is an employee of the named insured, to pay any be held liable under any applicable workment, to pay on behalf of or to indemnity 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 entirled 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 Tiability 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 oil 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, 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.

L-G20066 (2/1/68) LC LG LM LO Page 1 of 3

# Cease 244-32/4287KEPDJNDoD86:08entFile:0807780/241/12/12/12/02/ere@007630924f 55: PlageID#D6361 Exhibit(s) 38 Page 39 of 50

499.4.4.99.4 1. 1. . . . . Schedule Limit of Liability s aggregate If no entry oppears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hazards. Rotes Advance Premium Premium Code Classification Bases B.I. 316 B.ſ. P.D. P.D. See Extension Schedule Attached

Premium s Included on Premium Summary Schedule

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LIBERTY MUTUAL INSURANCE COMPANY

31.

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PRESIDENT

14.

SECRETA

Countersigned by .....

Authorized Representative

**Total Advance Premium** 

Endorsement No. 2

1-L-G2006b (2/1/68) LC LG LM LO Page 2 of 3 Printed in U.S.A.

to Policy No. LG1-121-010461-180R

Effective Date

Audit Besis For attachment

issued to

Work Units

Expiration Date

# 

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Item 5. Declarations - Schedule. RATES ADVANCE PREMIUMS NAME OF INDEMNITEE AND DATE OF CONTRACT DESCRIPTION OF HAZARDS COVERACE A COVERAGE B COVERAGE A COVERAGE 1 CODE No. CONTRACTUAL 316 a) First \$500,000 b) Next \$500,000 c) 0ver\$1,000,000 0554 ъ. ъ) June 1, 1917 c) 0521 N.Y. Protective Company Not Stated Flat Charge Va. 0533 2) ъ) Not Stated Calif. 0553 1.15 a) Ъ Not Stated c) 0555 Mđ. a) ъ) Not Stated c) 0555 Tex. a) Ъ) c) Policy No. LG1-121-010461-180R Attached to Endorsement No. 2 Page No. 3 of 3 GPO 2772 

C6ase 244-324287KEPDJNDoD66+38entFile3807780/241/12/12/12/12/930124f 55: PlageID#D#3#33 Exhibit(s) 38 Page 41 of 50



**Home Office: Boston** 

THIS POLICE CLASSIFIED IN DIVIDEND CLASS I

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

INSURANCE COMPANY

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

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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
  - 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

GPO 2714 Printed in (10/1/66) U.S.A. LG

PAGE I

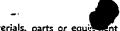
or to any act or condition incident to any of the foregoing, with respect to

(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;
- 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.

# TT 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 **constant** not apply to **bodily injury** or **property dam**age 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:

1

**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":

- 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):

C6ase 244-32/4287KLPDJNDoD66+038entFile:0077807241/12/12/12/42ere@ 077630824f 55: PlageID#D#D#365 Exhibit(s) 38 Page 43 of 50

(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 crawlertype, 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) Assoult 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

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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.

- **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 IN-SURED 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. 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 **12** 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 13 policy, the company shall be subrogated to all the insured's 13 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 1. 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 cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy.

**CANCELATION** This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancelation 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 cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancelation 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 cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

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DECLARATIONS Ey acceptance of s 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 POLIC** CONDITIONS This policy is non-assessable. The policyholder is a member of the company and 18 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 its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

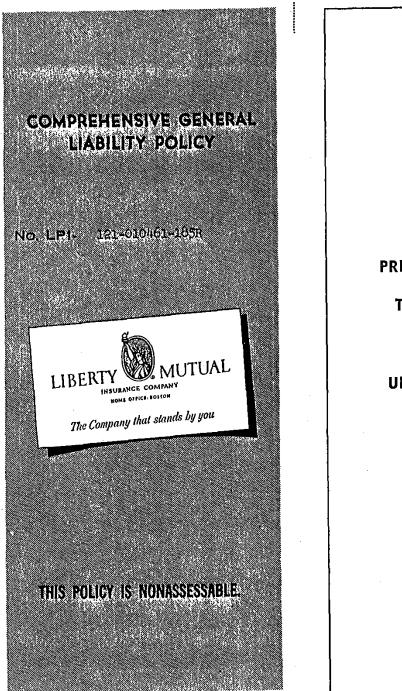
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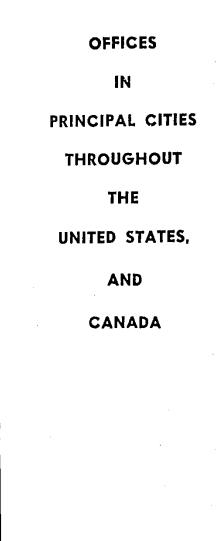
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128-131	46	333-337 (	11 mos.) 94
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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A - BODILY INJURY LIABILITY

#### COVERAGE B - PROPERTY DAMAGE LIABILITY

### CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

#### (All Written Contracts Except Incidental Contracts)

It is agreed that:

#### 1. 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 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 corrier 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 indemnity 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.

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### Amendatory Endorsement

It is agreed that Item 1. Named Insured, is amended to include the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon

This endorsement is executed by the company below designated by an entry in the box opposite its name.

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For attachment to Policy or Bond No. <u>LG1-121-010461-180R</u> Issued to

Endorsement Serial No. 1

Work Units 1-

Issued

Sales Office & No.

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	Printed in U.S.A.		
		0 4	m. A
		Countersigned by Besident Agent of Lib	erty Mutual Insurance Company)
, F		G	eorgia
	Sales Office	í.	(State)
•	1710		
	Printed In USA		
Ì		Countersigned by worn ino	mac
j.		(Resident Agent of Lib	erty Mutual Insurance Company)
	Sales Office		Pennsylvania
	1710		. (State)
	1710		
	USA		
	- · · · <u>-</u>		
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	322143244218-1K117PC		xhibit(s) 39				o.Halyes		<b>91</b> .5	
, , ,			TIDE							
)ECL4	ARATIONS		LIBE MUT INSURA	UAI			REHEN		ENERAL CY	
icy No.		TD Code 23	Sales Office			lesman artella	Code 7675	N/R 2	lst Year	
	Named Insured Hog						and			
			St., New Yo:	rk, N.Y	. 10017		-			
	The named insured is	•		ip□,	Corporation	X, Other				
	Business of named in							<u></u>		
em 2.	Policy Period: From 12:0	m 1 1 A.M., stan	Day 1 dard time at the		to of the name	Ma. Day 1 1 ed insured as stated		72 72		
	Audit Basis: At Ex	piration 🔲,	Annual [], Se	emi-Annı	ial 🔲, Qua	arterly [], Monthl	y 🔀, F	lat Char	ge 🔲	
ltem 3.	The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premiur charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject t all the terms of this policy having reference thereto.									
	COVERAGES				LIMITS O	F LIABILITY	ADV	ANCE PR	EMIUMS	
	A-BODILY INJURY LIABILITY			\$ 3	100,000	each person	\$			
				\$	300,000	each occurrence				
				\$	300,000	aggregate				
	B — PROPERTY DAMAGE LIABILITY				100,000	each occurrence	\$ 📕			
			DOES		000,000	aggregate				
Item 4.	MISCELLA	NEUCS CH.	AKGES	<u> </u>		(s)],=,7,9,910	\$ 7	······································		
					್ಷಿಕ್ ತಿಲ್ಲಾಕ್	, ustra 12		•		
				ТО	TAL ADVA	ANCE PREMIUM	\$		,	
	The premium for the on the second annive		ayable \$	in	advance, \$	on first an	niversar	y and \$		
ltem 5.	The declarations are	completed or	the attached s	chedules	designated	"General Liability I	Hazards"			
	cy, including all endors	sements issued	d therewith, is h	ereby con	untersigned	ble W All	orized Repre	Sentative (	,	
The polic								à ccom	nting Entry	
Work Units				1	e Pol. H.G.	Renewal of				
-	lavi	R g NR		Md.		Renewal of .G1-121-010 ¹ 461	180R		or Exp. Period	

# Ccase 3224324-28-KL7PDJDoc 266:391en Filed 407/30/24.1/En/tetecP07/30/24 4.5:121/g49D#De564 Exhibit(s) 39 Page 2 of 43

RATING CLASSIFICATIONS

GPO 2799 USA

Premises	Buildings or Premises	012'
<u>Operations</u>	Boat or Ship Building	246;
	Sash, Door or Assembled Millwork Mfg.	2461
	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	5146
	Carpentry	543
Products	Completed Operations: Carpentry Construction	120
Contractual	Construction Agreements - Broad Form Contracts	055
Policy No. LG1-12	1-010461-181R Page N	io. 1

# Item 4 and/or 5. Declarations - Schedule - Description of Classifications

HAZARDS

ST. PIERRE (HBI) -439

Code

# Ccase 322432428-KL7PDJDoc 286:391en Filed 407/30/24.1/En/tetec P07/30/24 4.5:121/g49D#Die555 Exhibit(s) 39 Page 3 of 43

DESCRIPTION OF HAZARDS	TERE	· .	PREMIUM BASES KEY	RATES		ADVANCE PREMIUMS		
PREMISES — OPERATIONS	Codz No.	(2) REMUMERATION (b) SQ. FT. OF AREA (c) LINER FT. OF FRONTAGE (d) UNIT (c)		COVERAGE A COVERAGE B (a) PER \$100 REMUNERATION (b) PER 100 SO, FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)		COVERAGE A MO 11. CO 12 OL S T 12		COVERS
		BASIS						fationalise sources • 1
152 E. 46th St. New York, N.Y.	01 0129A	ď ľ		-		-		
Water Damage Liability	0129A							
154-156 E. 46th St. New York, N.Y.	01		Greater New Yo	ork				•
	2457	a	If Any					•
	2464	[	If Any					ŧ
	2464B		If Any					
	3457		If Any					-
	3759	:					Ļ	
	5146	•	If Any					i
	5437		If Any					;
	3485	: Į				-		
	•		N.Y. State Rem	ainder				
	02 2457	-	II Any					
	2464A	i I	If Any					•
	2464B	• •	If Any					
	3457		If Any	7				
	3759		Iî Any	>				
	5146	!	   If Any					•
	5437		If Any	-				
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							-	
* = Deposit M = Minimum Premium					F			 

# Ccase 322432428-KL7PDJDoc 286:391en Filed 407/30/24.1/En/tertec P07/30/24.4.5:121/g49D#Die556 Exhibit(s) 39 Page 4 of 43

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DESCRIPTION OF HAZARDS	OF HAZARDS TERR. PREMIUM BASES K		PREMIUM BASES KEY	RATES	ADVANCE PASMILING		
		<u> </u>		COVERAGE A   COVERAGE B	COVERAGE A	<u>(</u>	
PREMISES - OPERATIONS	Code No.	(Ъ)	RENUNERATION SG. FT. OF AREA LINEAR FT. OF FRONTAGE ) UNIT	(2) PER \$100 REMUNERATION (5) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (c) PER UNIT (c)	MO 112 CO 112 CL & T 117		
		BASI	<u>s</u>				
			State of Ala.				
	3457	a	If Any		:		
	3759		If Any				
						•	
	5437				- 🗭 -	1	
		]	State of Cali	<u>r</u> .			
	12						
	2457	Ì	If Any				
	2464A		If Any			I	
	2464в						
	ļ		If Any			; ;	
	2489		If Any		:	;	
	3457		If Any				
	3759		   If Any		-		
	i.					,	
	5146	ļ	If Any			• -	
	5437	i T					
	÷		State of Ga.				
	2457	İ	If Any				
•						1	
	5437		If Any				
		ļ					
				1	:		
				1		ļ	
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				·····	•	-	
* = Deposit M = Minimum Premium							
Policy No. LG1-121-010461-	1810	<u> </u>		<u> </u>	Page No.		

# Ccase 322432428-KL7PDJDoc 26:39 en Filed 407/30/241/Entered P07/30/2445:121 g49D#De557 Exhibit(s) 39 Page 5 of 43

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Declarations - Schedule - G 'Linhility Hazarde

DESCRIPTION OF HAZARDS	TERR	PREMIUM BASES KEY	RATES	ADVANCE PREMIUMS			
			COVERAGE A COVERAGE B	COVERACE A	COVER.		
Premises — Operations	Codz No.	(a) REMUMERATION (b) Sq. Ft. of Area (c) Linear Ft. of Frontage (d) Unit (c)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LIVEAR FT. OF FRONTAGE (d) PER LIVEAR FT. OF FRONTAGE (c)	MO 111 CO 112 X OL & T 312			
		BASIS					
		a .					
		State of La.					
	3457	If Any					
	3759	If Any					
	5437				-		
	12451						
	2750	State of Maine					
	3759	If Any					
	5437				•		
١		State of Md.					
	2457	If Any					
	2464A	If Any					
	24648						
	24048	If Any					
	3457	If Any					
	3759	If Any					
	5146	If Any					
	5437						
		State of Mass					
	3759	If Any					
	5437	If Any		-			
				i i			
			1				
* = Deposit							
M = Minimum Premium							
Policy No. LG1-121-010461	-1818			Page No.	<u>L</u>		

# Ccase 322432428-KL7PDJDoc 286:391en Filed 407/30/24.1/En/tetec P07/30/24 4.5:121/g49D#Die558 Exhibit(s) 39 Page 6 of 43

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Iter: 5. Declarations - Schedule - C / Liability Hazards

DESCRIPTION OF HAZARDS	TERE.	PREMIUM BASES KEY	RATES COVERACE A COVERAGE B	ADVANCE PREMIUM		
					Cov	
Premises — Operations	Code (* No.	) REMUNERATION ) SQ. FT. OF AREA ) LINEAR FT. OF FRONTACE ) UNTY }	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)			
	BA3	12				
	2457	State of N.J. If Any				
	2464A	If Any				
·	2464B	If Any				
	3457	If Any				
	3759	If Any				
·	5146	If Any		1		
	5437	If Any				
	01 2457	State of Pa. If Any				
	2464 <u>A</u>	If Any				
	2464в	If Any		t t		
	3457	If Any		4		
	3759	If Any		•		
	5146	If Any				
	5437					
		ŗ		- 1		
		i				
•	-	<u> </u>			· <b>_</b>	
	4					
* = Deposit M = Minimum Premium						
Policy No. <u>LG1-121-010461-181</u> GPO 2745 R1 U.SA	R –			Page No.	5	

# Casse 3244324428-KL7PDJDod 286-391en Filed 407/30/24 1/En/24ed P07/30/24 43:121/g49D#Die569 Exhibit(s) 39 Page 7 of 43

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Item 5. Declarations - Schedule - G ' Liability Hazards RATES ADVANCE PREMIUMS PREMIUM BASES KEY TERR. DESCRIPTION OF HAZARDS (a) REMUMERATION (b) Sq. FT. of Anza (c) Linear FT. of Frontage (d) Unit (e) COVERAGE A COVERAGE B COVERAGE A COVERACE (a) PER \$100 REMUNERATION (b) PER 100 Sq. FT. OF AREA (c) PER LINEAR FT. OF FRONTACE (d) PER USIT (c) MO 311 CO 312 X OL & T 313 Code No. PREMISES - OPERATIONS BASIS a State of Tex. 2457 If Any 2464A If Any 2464B If Any 3457 If Any 3759 If Any 5146 If Any 5437 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 * = DEPOSIT M = MINIMUM PREMIUM Policy No. LG1-121-010461-181R Page No. 6 U.S.A GPO 2745 R1

Ccase 322432428-KL7PDJDoc 286:391en Filed 407/30/24.1/En/tetec P07/30/24 4.5:121/g49D#Diesto Exhibit(s) 39 Page 8 of 43

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DESCRIPTION OF HAZARDS	PREMIUM BASIS		RATES COVERACE A   COVERACE B	Advance Coverace A	PREMIUMS COVER
PRODUCTS COMPLETED OPERATIONS	No.	(a) SALES (b) RECEIPTS (c)	(a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c)	310	·}
Calif.	1203				
	1203				-
V.Y.	1203		<b>*</b>		-1
lex.	1203	en anticipation and the second second second second second second second second second second second second se			
All Other States	1203				-
	;	Estimated Annual Premiu	m		
	1	Deposit			
	i - 			 	<u> </u>
Contractual	;		<u> </u>	316	
/	0559				
<b>√</b>	•	Deposit			
Miscellaneous			<u> </u>		
Increased Limits	•				
Busic Charge	<u>59</u> 90				
Personal Injury End. No.4	.9 <u>8</u> 40		Annuel	Cov. P	
Personal Injury End.			Deposit		
10. 10	9840				
	i I				
	-				
• = Deposit M = Minimum Premium					
Policy No. LG1-121-01046	L-181R	<u></u>		Page No.	7

# Ccasse 3244324428-KL7PDJDoc 266:391en Filed 407/30/24.1/En/tertec P07/30/24.43:121/g49D#Desc1 Exhibit(s) 39 Page 9 of 43

# Elevator Charges - 0799

<u>N.Y.</u>

,

# 154-156 E. 46th St.

New York

# l Passenger (6 Landings) 2 🐖



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# LG1-121-010461-181R

Page No. 8

ST. PIERRE (HBI) -446

# C6ase 244-32/4287KEPDJNDoD66+39entFiled407/30/241/1E/12ere@ag/e30/24115:Plag9ID#De362 Exhibit(s) 39 Page 10 of 43

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 Fuerto Rico

Premium S Effective Date For attachment to Policy or Bond No. Audit Easis Issued to

Issued

**Expiration** Date

LIBERTY MUTUAL INSURANCE COMPANY

Authorized Representative

Work Units 1 -

UŠ.A

G335

Countersigned by

Sales Office and No.

End. Serial No.

ST. PIERRE (HBI) -447

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# C6ase 241-324287KEPDJNDoD86-09entFiled407780/241/1E/nteref903763D124f 145: Plag9ID4D6363 Exhibit(s) 39 Page 11 of 43

# 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 (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 Alan_	<b>N</b> .
(Resident Agent of Liberty Mutual Insurance Company)	
California	

(State)

Sales Office.

Printed in U.S.A.

# CGase 244-324287KLPDJNDoD 66-39entFiled407/80/241/1E/12ere® 07/80/24112 Page1D 10 # 364 Exhibit(s) 39 Page 12 of 43

ECEIVED THAPPy 1972an	<b>\</b>		OUS CHANGE E. (General Liability) ages entered below:	NDORSEMENT	
Change A - Policy	eriod:			То	- <u></u>
A BROT	<b>n</b> :				
Change C — Hazard(s)		······································		Coverage Code: B. I.	
	Тетт.	Premium Bases	Annual Rates	Advan	e Premiums

Change C — Hazard(s)							Covera	ige (	Code: B.	. I.		
	Тетт.	Premium Bases		Annua	l Rates	· · · · · · · · · ·			A	dvanc	e Premiums	
	Code	đe		,								
	No.		Cove	rage A	Cover	age B	Coverag	e A	Coverage	e B	Coverage A	Coverage
Eliminate: Malpractice Endorsement No. 3 <u>Add:</u> Incidental Malpractice		10% of (	ontra	actual	B.I.	Frem	ium					
Clinics, Dispensaries Infirmaries							2 2					
		) )										
								-				
M - Minimum Premium		•		ł		ļ	[ <u></u>				——	
If Policy Period me On effective date of Adjustment of premium sh	policy 3	lst	Anniv	ersary \$	\$	mi-Ann	2nd Ani					lar Charge
	ust on		<u>~ [}</u>		, 00							
Effective Date Expiration Date	1-1-71		· ·			ل 	Periodic	<u>: Pa</u>	yment £	<u> </u>		_
Audit Basis 8 For attachment to Policy No. L Issued to _{HO}		-010461-181R Srothers Inc.		-							al Insura	
Work Units				Cor	ntersi	ened by		بر	- -	<i></i>	) Leone	~
-	~									RIZED	Representati	7 <u>e</u>
L-G 6006 (2/69)	O Printed in 1	Issued lo 2	2-15-	72	Sales (	Office an	id No.	202		E	nd. Serial N	o. 22

# CGase 241-324287KEPDJNDoD86-689entFiled407780/241/1E/Mere@ 07/30/241 15: Plag0ID D & 565

Exhibit(s) 39 Page 13 of 43

# MISCELLANEOUS CHANGE ENDORSEMENT (General Liability)

The policy declarations are amended by the changes entered below:

Change A - Policy Period: From

То

.

Change B — Location:

Change C — Hazard(s)					Coverage Code: B. I.					
	Terr.	Premium Bases	Annua	l Rates		Advan	ce Premiums			
Revised Rates Louisiana	Code No.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverag		
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 Modificat Easic - 22 Credit Excess - 70 Debit	ion - 1	Louisiana								
M - Minimum Premium										
If Policy Period m On effective date of			ım is payable Anniversary ;		2nd Annive	rsary \$	· · · · ·			
Adjustment of premium sh	nall be m	ade at Expiration	n 🔄, Annual	, Semi-Ann	nuai 门. Qua	rteriy 门, M	lonthly 🛄, F	lat Charge		
Premium \$	on aud:	it		(	Periodic Pa	vment \$				
Effective Date Expiration Date Audit Basis For attachment to Policy No. Issued to Hope	1-1- 8 IG1-	-121-010461-1	.81R TD23	• - · - ·	Lib)	ERTY MUT	JAL INSURA			
Work Units			Co	intersigned by	, Си	'-dj2e	unen Jan	L C 162		
L-G 600	6	<b>7</b> . • • -					REPRESENTATIV	-		
(2/69)	Printed in I	Issued rb 1 J.S.A.	.0-6-71	Sales Office a	na No.	202 I	End. Serial No	o. 21		

# C6ase 244-324287KLPDJNDoD66+39entFiled407/80/241/12/12/ref2 07/30424f 115: P1ag0ID#D4566 Exhibit(s) 39 Page 14 of 43

# MISCELLANEOUS CHANGE ENDORSEMENT (General Liability)

The policy declarations are amended by the changes entered below:

Change A - Policy Period: From

То

Change B -- Location:

Change C — Hazard(s)	)				Coverage (	Code: B.I.	313	
	Тегт.	Premium Bases	Annual Rates			Advar	ice Premiums	
	Code		1		Additio	nal		
	No.	Area	Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage
Add: Corporation Va. Buildings or Premises	Ave.							5, C 1971
M — Minimum Premium								ROTHER
If Policy Period m On effective date o			um is payable Anniversary		2nd Annive	rsary \$		<u> </u>
Adjustment of premium s	hall be m	ade at Expiration	n 🦳 Annual	, Semi-Ani	nual 🗍, Qua	rterly 🗔 🕅	Ionthly 📑	Flat Charge
Premium \$ Om Effective Date Expiration Date Audit Basis 8 For attachment to Policy No. 1 Issued to Hop	1-1-71 2 1-1-7 G1-121-	010461-181R	TD23		Periodic Pa		UAL INSUR	ANCE COM
Work Units 1 L-G 600 (2/69)		others Inc., Issued lp 6	Co	untersigned by Sales Office a		AUTHORIZED	UAL INSUR	IVE

# CGase 244-324287KLPDJNDoD66+039entFiled407/80/241/1E/12/02/ere@037/80/24f1/32/24f15:PlageID#D#367 Exhibit(s) 39 Page 15 of 43

# AMENDATORY ENDORSEMENT

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It is agreed that the Policy is amended as indicated by typed entries hereunder:
Policy Number to read:
Name: Hopeman Brothers Inc., and and and a second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the sec
Address:
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 30 1971 E
Bur E. Boomen Jrank L. Jawell Bur E. Boomen Jrank L. Jawell
Effective Date 1-1-71 Expiration Date 1-1-72 Audit Basis 8 For attachment to Policy No. LG1-121-010461-131R TD23
Issued to Hopeman Brothers Inc., Countersigned by
AUTHORIZED REPRESENTATIVE TO 1227 ED. 4 Issued 1p 6-24-71 Sales Office and No. 202 End. Serial No. 19 Printed in U.S.A.

# C6ase 244-32/4287KLPDJNDoD86-039entFiled407/780/241/1E/12ere@037e30624f 115: PlageID D 266-039entFiled407/780/241/1E/12ere@037e30624f 115: PlageID 2668 Exhibit(s) 39 Page 16 of 43

### 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 oppears 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 opplies are stated in the schedule attached.

COVERAGES*	İ	LIMITS OF LIABILITY			
COVERAGE A — Bodily Injury Liability	s	250,000	each person		
	\$ \$	500,000 500,000	eoch occurrence aggregate		
COVERAGE 8 - Property Damage Liability	3	250,000	each occurrence		
	s	250,000	oggregate		
COVERAGE E Premises Medical Payments	s		each person		
	3		each accident		
COVERAGE P Personal Injury	\$		each person aggregate		
· · · · · · · · · · · · · · · · · · ·	s		general aggregate		

"NOTE: The particular policy to which this endarsement applies may not include all coverages listed.

### SPECIAL PROVISIONS

1. PROJECT OR PREMISES: If a project or premises are designated herein, the above limits of liability apply only to lass orising out of such project or premises.

2. OTHER (Specify): The provisions of this endorsement with respect to Coverage A - Bodily Injury Liability do not apply with respect to Louisiana

Premium S	adjust on audit	LIBERTY MUTUAL INSURANCE COMPANY	
Effective Date Expiration Date Audit Basis For attachment	8	Mant Z. Farwell PRESIDENT	-
to Policy No.	1G1-121-010461-181R 1023 E + V 5	Alua E. Doorman	
issued to Ho	peman Brothers Inc., Etal 🔨	SECRETARY	
	= JUN 819		
Work Units	-	E C W LANG (+ C	
L-G 6002 (10/1) LC LG LM		igned by Authorized Moresentative	•
Page 1 Of 7	Issued rb 5-28-71 S.O. 202	Endorsement Serial No. 18	

# C6ase 244-32/4287KEPDJNDoD66c09entFiled407780/241/12/12/12/02/ere@ag/e30724f145:Plag0ID#De369 Exhibit(s) 39 Page 17 of 43

# 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	(Wayne Manufacturing Corporation)	ESTIMATED STANDARD PREMIUM
AE1-121-010461-161	(Hopeman Brothers Inc.)	
∂anada LG1-121-010461-151	(Hopeman Bros. Inc., Etal)	
LG1-121-010461-231R		
LG1-121-022356-021R		

LIBERTY MUTUAL INSURANCE COMPANY

awel

PRESIDENT

SECRETARY

AUTHORIZED REPRESENTATIVE

Countersigned by.____

Counter

Endorsement Serial No. 17

2237 (11-23-59)

Issued to

Premium \$

Effective Date

Expiration Date Audit Basis For attachment

Issued

to Policy No. LG1-121-010461-1813

# 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

Trank L. PRESIDENT

Effective Date Expiration Date Audit Basss For attachment to Policy No. LG1-121-010461-181R

Issued to

2212

(12-1-56)

UI AU SECRETARY

AUTHORIZED REPRESENTATIVE

Issued

Countersigned by..... Sales Office and No.

End. Serial No. 16

100 100 11 B. A.

ST. PIERRE (HBI) -455

# C6ase 244-32/4287KEPJNDoD86+39entFiled407/80/241/12/12/12/12/02/45309/24f 115: P1a40ID#D#371 Exhibit(s) 39 Page 19 of 43

TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S PLAN OF OPERATION (General Ligbility Insurgance)

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	Adjustment	Standard	Adjustment
Premium	Factor	Premium	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

PRESIDENT

uau SECRETARY

Countersigned by

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 Primed USA

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, and (2) the discount determined by applying to that portion of the Texas General Liability 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 os is extense time. is subject to retrospective rating.

4	

## TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES (General Liability)

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable : to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Totai Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- contage 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 1,138 1,153 1,168 1,168 1,184	1.0 1.1 1.2 1.3 1.4	1,658 1,690 1,723 1,758 1,794	3.5 3.6 3.7 3.8 3.9	3,164 3,284 3,412 3,552 3,703	6.0 6.1 6.2 6.3 6.4	5,938 6,013 6,091 6,170 6,252	8.5 8.6 8.7 8.8 8.9
1,200 1,217 1,235 1,252 1,271	1.5 1.6 1.7 1.8 1.9	1,832 1,871 1,913 1,956 2,000	4.0 4.1 4.2 4.3	3,867 4,047 4,244 4,462 4,703	6.5 6.6 6.7 6.8 6.9	6,336 6,422 6,511 6,602 6,696	9.0 9.1 9.2 9.3
1,289	2.0	2,048	4.5	4,972	7.0	6,792	9.5
1,309	2.1	2,097	46	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 Printed USA

# C6ase 244-32/4287KEPDJNDoD86-039entFiled407/780/241/1E/12ere@037e3012af 115: PlageID#De3763 Exhibit(s) 39 Page 21 of 43

TABLE OF	TEXAS P	REMIUM	DISCOUNT	PERCENTAGES	Continued

Total Standard Premium (See Note)	Premium Discount Per- centage-Applicable to Tezas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	13.8	(1)	(2)	(1)	(2)
\$ 7,318	10.0%	\$ 16,000		\$38,787	17.0%	\$ 74,987	20.5 %
7,434	10.1	16,562		39,329	17.1	77,042	20.6
7,552	10.2	17,164		39,887	17.2	79,212	20.7
7,675	10.3	17,812		40,461	17.3	81,508	20.8
7,802	10.4	18,510		41,052	17.4	83,941	20.9
7,933	10.5	19,266		41,660	17.5	86,524	21.0
8,069	10.6	20,086		42,286	17.6	89,270	21.1
8,209	10.7	20,978		42,932	17.7	92,197	21.2
8,354	10.8	21,954		43,597	17.8	95,323	21.3
8,505	10.9	23,025		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 14,090 14,524 14,985 15,476	13.0 13.1 13.2 13.3 13.4	36,284 36,759 37,246 37,745 38,259	16.5 16.6 16.7 16.8 16.9	66,165 67,760 69,433 71,190 73,039	20.0 20.1 20.2 20.3 20.4	374,934 432,616 500,000 Over 500,000	23.5 23.6 23.6

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.

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Policy Numbers

Estimated Standard Premium

Applicable premium discount percentage based on total estimated advance standard premium:

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-181R

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Total

SECRETARY

Countersigned by.....

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO Page 2

Endorsement No. 14

Authorized Representative

# C6ase 244-32/4287KEPDJNDoD66+39entFiled407/30/241/1E/12ere@ag/e30/24f 115: PlageID#D#374 Exhibit(s) 39 Page 22 of 43

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):

- 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. LG1-121-010461-181R

issued to

U Countersigned b Authorized Representative

G513 LF LG LO LM LX (10/1/66)

Issued

Endorsement No. 13

# C6ase 244-324287KEPDJNDoD66+39entFiled407/80/241/1E/12ere@age3082af 115: P1ag0ID#De375 Exhibit(s) 39 Page 23 of 43

# 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

For attachment to Policy No. LG1-121-010461-181R Issued to

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Countersigned by ..... Authorized Representative

G512, A0013 AE AV AG LF LG LO LM LX 1ssued 10-1-66

Endorsement No. 12

# C6ase 244-32/4287KEPDJNDoD66+39entFiled407780/241/12/12/12/12/47ef ag/e32/4287KEPDJNDoD66+39entFiled407780/241/12/12/12/47ef ag/e32/4287KEPDJNDoD66+39entFiled407780/241/12/12/12/47ef ag/e32/4287KEPDJNDoD66+39entFiled407780/241/12/12/12/47ef ag/e32/4287KEPDJNDoD66+39entFiled407780/241/12/12/12/47ef ag/e32/4287KEPDJNDoD66+39entFiled407780/241/12/12/12/47ef ag/e32/4287KEPDJNDoD66+39entFiled407780/241/12/12/12/47ef ag/e32/4287KEPDJNDoD66+39entFiled407780/241/12/12/12/47ef ag/e32/4287KEPDJNDoD66+389entFiled4077880/241/12/12/12/47ef ag/e32/4287KEPDJNDoD66+38

# 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	LG20066	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 PRESIDENT Audit Basis For attachment to Policy No. LG1-121-010461-181R UI AU SECRETARY Issued to

Countersigned by. AUTHORIZED REPRESENTATIVE

652 Louisiana

Issued

Sales Office and No.

End. Serial No. 11

# C6ase 241-32/4287KEPDJNDoD86+39entFiled407/30/241/12/12/12/6ref 007/32524f 115: PlageID#D#3777 Exhibit(s) 39 Page 25 of 43

# 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

Janb Z. and

PRESIDENT

Countersigned by

AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 11

652 Louisiana

Issued to

Effective Date Expiration Date

Audit Basis For attachment

213.

Issued

to Policy No. LG1-121-010461-181R

ST. PIERRE (HBI) -462

C6ase224-32/4287KLPDJNDoD66+B9entFiled407/80/241/1E/12ere8a7432624f15:Phg91D#D#578 Exhibit(s) 39 Page 26 of 43

## 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 suit as it deems expedient. 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;

1.2.1

a,

(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.

#### 11. 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 **normed insured** shall promptly reimburse the company therefor.

#### 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 defamation". damage,"

Limits of Liability

Schedule \$ 100,000 \$ 300,000

each person aggregate general aggregate

Insured's Porticipation

Flat Charge \$22.

0 per cent

Code 9840 The provision of this endorsement apply only with respect to: Protective Company

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Effective Date-----Expiration Date Audit Basis For attachment

Premium s Included on Declaration

to Policy No. ________010461-181R

issued to

SECRETARY

evitative

Countersigned by .....

L-G2004 (10/1/66) LC LG LM LO Printeg USA

Authorized Repr Endorsement No. 10

# CGase 244-32/4287KEPDJNDoD86+039entFiled407/380/241/12/12/12/12/932724f 115: PlageID#D#579 Exhibit(s) 39 Page 27 of 43

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# 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.

ILIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANE

Countersigned by Countersigned by. AUTHORIZED REPRESENTATIVE 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 I ---

Issued

Sales Office & No.

# C6ase 244-32/4287KEPDJNDoD66+039entFiled407/360/241/12/12/12/02/eref8-037/430824f 145: PlageID #D4360 Exhibit(s) 39 Page 28 of 43

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:

20 13 1

### I. POLICY TERRITORY

With respect to claims made or suits brought against ony 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.

#### 11. 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> 3759 Rates State of Hire

Premium \$

**Effective Date** 

Issued to

Expiration Date Audit Basis For attochment LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Countersigned by .....

L-G2001 (10/1/66)

to Policy No. LG1-121-010461-181R

Endorsement No. 8

# C6ase 244-324287KEPJNDoD66+039entFiled407780/241/12/12/12/ereft ag/d309/24f 115: P1ag01D#D#361 Exhibit(s) 39 Page 29 of 43

DEDUCTIBLE PROPERTY DAMAGE LIABII

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

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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. <u>\$1,000</u> 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		

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Countersigned Countersigned by_ AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

Expiration Date

Effective 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.

# C6ase 244-32/4287KEPDJNDoD66+09entFiled407/780/241/1E/12ere@037e38024f 115: PlageID#De362 Exhibit(s) 39 Page 30 of 43

## 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** 

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LIBERTY MUTUAL INSURANCE COMPANY

Effective Date Expiration-Date

For ottachment to Policy No. LG1-121-010461-181R Issued to President

man SECRETARY

Countersigned b

Endorsement No. 6

G301 (10/1/66) LC LG LM

# 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. S LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPAN

**Expiration** Date

Countersigned by

Effective Date

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AUTHORIZED REPRESENTATIVE

Audit Basis Premium \$ For attachment to Policy or Bond No. LG1-121-010461-181R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 5

Work Units 1 --

Issued

Sales Office & No.

Countersigned by.

ST. PIERRE (HBI) -468

# 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 neurod 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 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;

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(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

"domages" 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

\$ 100,000

\$ 300,000

Deposit

Limits of Liability

**Insured's** Participation

Premium \$ Included on Declaration

to Policy No. LG1-121-010461-181R

22¹/₂ of Operations B.I. Premium - Annual

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Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT-

.................

Countersigned by .....

L-G2004 (10/1/66) LC LG LM LO Printed USA

Effective Date

issued to

Expiration Date Audit Basis For attachment

Authorited Represe

per cent

each person aggregate

general aggregate

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ST. PIERRE (HBI) -469

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# C6ase 244-324287KLPDJNDoD66+39entFiled407780/241/12/12/12/02/ere@ag/e30824f 115: P1ag01D#D#365 Exhibit(s) 39 Page 33 of 43

## 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

9. IN B

Minimum Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name.

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Countersigned by.

AUTHORIZED REPRESENTATIVE

Effective Date Authony En REPERSENTATIVE V 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-

Countersigned by

Issued

Sales Office & No.

C6ase 244-32/4287KEPDJNDoD66+39entFiled407/30/241/12/12/12/12/02/430/241 115: PlageID#D#D#366 Exhibit(s) 39 Page 34 of 43

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 ogreed that:

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#### I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the nemed insured under an insured contract, subject to the limits of jiability 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 **indemalter** which the **nemed insured** is required to defand by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemniter** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks **demages** for which the **indemniter** 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 exhousted by payment of judgments or settlements.

#### I. 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 nemed 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 indemniteo 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 samed 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 indemnites is an employee of the samed insured, to pay any amounts or benefits on account of the samed insured, to pay on behalf of or to indemnity the indemnites is an employee of the samed insured, to pay any any arrier as held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnites is an employee arising out of and in the course of his employment by the semed insured.

#### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitue" 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 nemed insured's products or (3) a warranty that work performed by or on behalf of the nemed 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 Poge 1 of 2

# C6ase 241-324287KEPDJNDoD66-09entFiled407780/241/1E/12ere@037638624f 115: PlageID D #D # 367 Exhibit(s) 39 Page 35 of 43

		Schedule		
Limit of Liability		<u> </u>	\$	oggrege
If no entry appears herein the schedule is a Hazards."	completed on	the schedules forming a	part of the policy and de	signated "General Liabil
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**Total Advance Premium** 

Premium \$ Included on Schedule

Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-181R

Issued to

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Work Units 1-L-G2006b (2/1/68) LC LG LM LO Page 2 of 2 LIBERTY MUTUAL INSURANCE COMPANY

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. President

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Countersigned by ..

Endorsement No. 2

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# CGase 244-32/4287KEPDJNDoD86+039entFiled407/30/241/12/12/12/12/02/930/24f 115: Plag91D4D4568 Exhibit(s) 39 Page 36 of 43

# AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include **Contraction of the Second Second Second**, 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

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Countersigned by....

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Countersigned by_____

Effective Date Audit Basis

Expiration Date

Premium \$ For attachment to Policy or Bond No. LG1-121-010461-181R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 1

Work Units 1 -

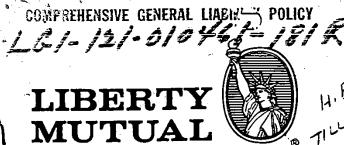
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	CC . ITER	RSIGNATURE C	OF RESIDENT AC	11
he policy identified be	low, of which this e	ndorsement forms a	part, is hereby counte	ersigned with respect to all portions
f the risk located in th				·····
Policy Number: LG Name of Policyholder:	1-121-010461-1	82r -		
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**INSURANCE COMPANY** 

THIS POLICY ASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty 72 Mutual Insurance Company and is entitled to yote 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.

71-72

||7|1! FOR PROMPT INSURANCE SERVICE - CALL YOUR SERVICE OFFICE

**Home Office: Boston** 

(A mutual insurance company, herein called the company)

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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 com-pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or prop-erty damage, even if any of the allegations of the suit are ground-less, 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

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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:

- to **bodily injury** or **property damage** arising out of the owner-ship, 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 (d) 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

GPO 2714 Ponted (10/1/66) U.S.A **LG** 

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 compensa-tion, 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;

- to property damage to premises alienated by the named insured arising out of such premises or any part thereof; (j)
- -----(k) to-bodily injury or property damage resulting from the fail-ure 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, speci-fications, 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;
  - $(\mathbf{D})$ 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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Exhibit(s) 39 Page 39 of 43



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.

## SUPPLEMENTARY PAYMENTS

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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.

# TT 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 avail--able, 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":

- 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

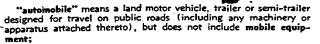
This policy applies only to **bodily injury** or property damage which occurs during the policy period within the policy territory.

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

PAGE 2

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7

"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 selfpropeiled, (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. П

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 con-.. tained in this paragraph.

#### Insured's Duties in the Event of Occurrence, Claim or Suit

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- (a) In the event of an occurrence, written notice containing In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reason-ably 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 recreated 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 The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the con-duct 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 at-tendance of witnesses. The insured shall not, except at his own cost voluntarily make any payment assume any obligation. own cost, voluntarily make any payment, assume any obliga-tion or incur any expense other than for first aid to others at the time of accident.

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 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 there-after 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.

**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 propor-tion 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 collective insurance extent to the 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 S 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, how-ever, the named insured shall die, such insurance as is afforded by ever, the named insured shall die, such insurance as is arrorded by this policy shall apply (1) to the named insured's legal representa-tive, 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.

Buca E. Dooman

SECRETARY

Frank L. Farwell

PAGE 4 (See Page 5)

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THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVER-AGES 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

#### It is agreed that:

1. 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.
- 11. 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

Auce E. Doorman

SECRETARY

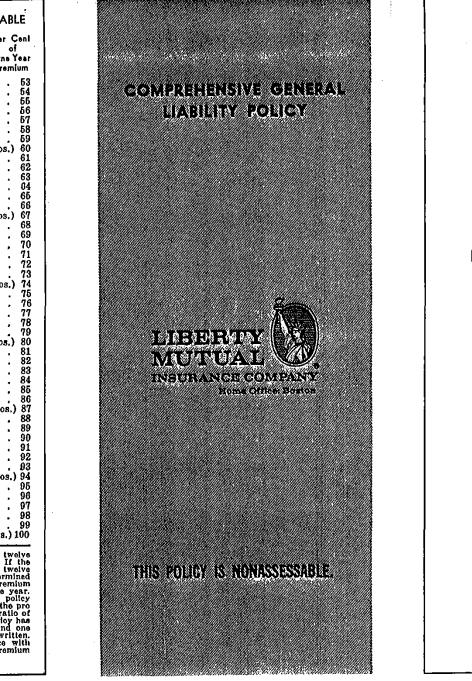
Trank L. Farwell

President

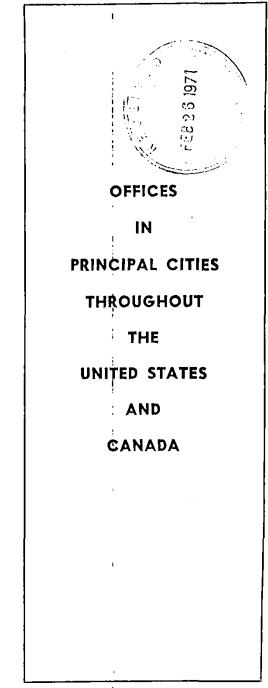
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ĺ	SHORT	RATE CAN	ICELATIO	N TABLE
		Per Cent		Per Cenl of
	Dayı Policy in Force	of ne Year Premium	Days Policy In Force	One Year Premium
	$\begin{array}{c} 33-36\\ 37-40\\ 41-43\\ 44-47\\ 48-51\\ 52-54\\ 59-62\\ 63-65\\ 66-69\\ 70-73\\ 74-76\\ 677-80\\ 81-83\\ 84-87\\ 88-91\\ 92-94\\ 95-98\\ 99-102\\ 103-105\\ 106-109\\ 110-113\\ 114-116\\ 117-120\\ 121-124\\ 125-127\\ 132-135\\ 132-135\\ 132-135\\ 132-135\\ 132-146\\ 147-149\\ 150-153\\ \end{array}$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{c} 176-178 \\ 179-182 (1) \\ 183-187 \\ 188-191 \\ 192-196 \\ 201-205 \\ 206-209 \\ 210-214 (2) \\ 215-218 \\ 210-223 \\ 223-237 \\ 238-241 \\ 242-248 \\ 220-232 \\ 233-237 \\ 238-241 \\ 242-246 \\ 247-250 \\ 251-255 \\ 256-260 \\ 261-264 \\ 265-269 \\ 270-273 (2) \\ 274-278 \\ 279-282 \\ 283-287 \\ 288-291 \\ 297-301 \\ 302-305 \\ (1) \\ 306-310 \\ 311-314 \\ 316-319 \\ 320-323 \\ 324-328 \\ 323-337 \\ (1) \\ 388-342 \\ 343-346 \\ 347-351 \\ 356-365 \\ 356-366 \\ (1) \end{array}$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
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1

1	CIVIL DISTRICT COURT
2	FOR THE PARISH OF ORLEANS
3	STATE OF LOUISIANA
4	lou
5	NO. 2021-06076 DIVISION "D" SECTION: 12
6	- Decks
7	FRANK P. RAGUSA, JR.
8	
9	VERSUS
10	The second second second second second second second second second second second second second second second se
11	LOUISIANA INSURANCE GUARANTY ASSOCIATION, ET AL
12	
13	* * * *
14	
15	(VOLUMEI)
16	Videotaped Deposition of FRANK P.
17	RAGUSA, JR., given at Roussel and Clement, 1550
18	West Causeway Approach, Mandeville, Louisiana
19	70471, on September 28th, 2021.
20	
21	VIDEOGRAPHER:
22	TODD MEAUX (DEPOVUE, INC.)
23	REPORTED BY:
24	JOSEPH A. FAIRBANKS, JR., CCR, RPR
2 5	CERTIFIED COURT REPORTER #75005
	JOHNS, PENDLETON, FAIRBANKS & FREESE CERTIFIED COURT REPORTERS 315 METAIRIE ROAD, SUITE 101
	METAIRIE ROAD, SOITE TOT

PHONE (504) 219-1993

# CGase 244-324287KEPDJNDoC 6644nerFile 807/8042411/Edtered Page 20124f 15: PlageID #D#307 Exhibit(s) 4 Page 2 of 13

FRANK RAGUSA, JR.

# September 28, 2021

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1	70072, a	witness named in the above
2	stipulat	ion, 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	EXAMINAT	ION BY MS. ROUSSEL:
20	Q.	State your name, sir.
21	Α.	Frank Paul Ragusa Jr.
22	Q.	And your date of birth?
23	Α.	1953.
24	Q.	Are you married, Mr. Ragusa?
25	Α.	Yes, I am.

JOHNS, PENDLETON, FAIRBANKS AND FREESE

### CGase 244-324287KEPD INDOD 86-4mer Fried 807/8042411/Editered 127/80424f 15: PEr 401D #De 308 Exhibit(s) 4 Page 3 of 13

FRANK RAGUSA, JR. 1 Avondale Shipyards in 1972, where were you 2 actually working? I was at the Westwego yard. 3 Α. 4 And were you working on land? Ο. 5 Α. Yes. 6 Now, you said at Avondale Shipyards, 0. 7 um, you also worked on Zapata rigs. 8 Α. Yes. 9 Was this, um, in 1975? Ο. 10 DEFENSE COUNSEL: 11 Objection. Leading. 12 EXAMINATION BY MS. ROUSSEL: 13 Since there was an objection let me Ο. 14 ask you, when you worked on the Zapata rigs at 15 Avondale Shipyards -- let me ask you this: 16 were you exposed to asbestos? 17 I was on the deck --Α. Yeah. 18 DEFENSE COUNSEL: Objection. Lack of foundation. 19 20 -- landing material. And Hopeman Α. 21 Brothers was up there, and they were putting in 22 the, uh, walls for the guarters for the Zapata rigs, and they were using -- they were cutting 23 it with a Skilsaw. 24 25

JOHNS, PENDLETON, FAIRBANKS AND FREESE

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September 28, 2021

## CGase 244-324287KEPD INDOD 86-4mer Fried 807/8042411/Editered 127/80424f 15: PEr 401D #De309 Exhibit(s) 4 Page 4 of 13

September 28, 2021 FRANK RAGUSA, JR. 1 EXAMINATION BY MS. ROUSSEL: 2 Ο. And who was putting this wallboard in? Hopeman Brothers. 3 Α. 4 And how would Hopeman Brothers handle Ο. 5 that board? 6 They were cutting it with a Skilsaw. Α. 7 Q. What did it look like when they cut it with a Skilsaw? 8 9 Well --Α. 10 DEFENSE COUNSEL: 11 Object to form. 12 -- the fibers were just flying Α. everywhere, 'cause they didn't have any kind of 13 protection or anything, uh, for the Skilsaws or 14 15 anything. So dust just went flying. 16 DEFENSE COUNSEL: 17 I object to the nonresponsive 18 portion. EXAMINATION BY MS. ROUSSEL: 19 20 And you actually saw them cutting this Ο. 21 with a Skilsaw? 22 Α. Yes. 23 You said there were no precautions. Ο. Were there any kind of vacuums on the Skilsaw? 24 25 Α. No.

JOHNS, PENDLETON, FAIRBANKS AND FREESE

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## Сбазе 244-32/4287КСРЭЛФОО66наненніе свот/ВО/22411/Ед/еле d Юа/дсоб2ан 15: Радо D Февоо Exhibit(s) 4 Page 5 of 13

September 28, 2021 FRANK RAGUSA, JR. 124 1 Α. Yeah. No. 2 Ο. Is there anything about that 3 employment from February 5, 1975, to March 20, 4 1975, that you think exposed you to asbestos? I don't think so. 5 Α. 6 Ο. Okay. It looks like you came back to Avondale later in 1975 and worked from 7 September 12, 1975, until March 29, 1979. 8 Is 9 that right? 10 Α. That's correct. All right. And so that third 11 Ο. employment from September 12, 1975, till 12 13 March 29, 1975, were you working in Westwego? 14 Α. No. Main yard. 15 Ο. You were at the main yard? 16 That's correct. Α. 17 Were you at the main yard the entire Q. 18 time? 19 Α. No. 20 Where else did you work at that time? 0. 21 About the last three months of 1979, I Α. 22 went to the Westwego yard. 23 Ο. Is that the only time during that 24 period that you worked anywhere other than at 25 the main yard?

JOHNS, PENDLETON, FAIRBANKS AND FREESE

# CGase 244-324287KEPDJNDoC 6644nerFile 807/8042411/Editered Page 0624f 15: Plag 01D #D # 801 Exhibit(s) 4 Page 6 of 13

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	
б	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	
JOHNS,	PENDLETON, FAIRBANKS AND FREESE	504

## Сбазе 244-32/4287КСРЭЛФОО66наненніе свот/ВО/2411/Ед/еле d Юа/320724f 15: PlagoID #De862 Exhibit(s) 4 Page 7 of 13

FRANK RAGUSA, JR.

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1 EXAMINATION BY MR. POWELL: 2 Ο. When you first worked as a crane 3 operator, Mr. Ragusa, at Avondale, from 4 September 12, 1975, to March 29, 1979, did you have any occasion that you believe that --5 6 anything that exposed you to asbestos during 7 that employment? 8 Α. Yes. 9 And can you tell me what it was that Ο. 10 exposed you to asbestos during that employment 11 of September 12, 1975, to March 29, 1979? When the Zapata rigs were there. 12 Α. And 13 I think there was just one. MR. GRACE: 14 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:

JOHNS, PENDLETON, FAIRBANKS AND FREESE

# CGase 244-324287KEPDJNDoD66644nerFile 807/8042411/Editered Page 0824f 15: Plag 01D #D4803 Exhibit(s) 4 Page 8 of 13

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.
JOHNS,	PENDLETON, FAIRBANKS AND FREESE

504 219-1993

# CGase 244-324287KLPDJNDoD66644nerFile 807/8042411/Edtered Page 0424f 15: PlagoID#D406804 Exhibit(s) 4 Page 9 of 13

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	
JOHNS,	PENDLETON, FAIRBANKS AND FREESE	50

504 219-1993

# C332838:24-324028-1X1-DJNDd0c3644henFiled507/30/2411/E2/t24tedP02/30/24f153112a4921DD0c38044henFiled507/30/2411/E2/t24tedP02/30/24f153112a4921DD0c3804

September 28, 2021 FRANK RAGUSA, JR. 131 1 quarters. 2 Ο. And you mentioned that you saw them 3 cutting the walls with, uh -- with Skilsaws. 4 Is that correct? 5 Α. That's correct. 6 Where were they cutting the walls with Ο. 7 the Skilsaws? They were on the deck also. 8 Α. 9 Was that outside or inside? Q. 10 Α. Outside. 11 Do you remember how often you saw Ο. Hopeman Brothers cutting walls on the Zapata 12 13 riq? 14 Quite a bit in the beginning. Α. 15 Ο. And how often were you around that work? 16 17 Α. Pretty regularly. 18 Ο. Can you give me a number, some sort of estimate of, uh, how many days? 19 20 MS. ROUSSEL: 21 How many days a week? 22 MR. POWELL: 23 Yeah. 24 EXAMINATION BY MR. POWELL: How many days a week would you see 25 Q.

JOHNS, PENDLETON, FAIRBANKS AND FREESE

## Casase: 24-32-428-KL-DJNDdca86r4henFiled507/30/2411/En/tertedP07/30/24/1531P2a49EIDDeds806 Exhibit(s) 4 Page 11 of 13

FRANK RAGUSA, JR.

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1 that kind of work going on with Hopeman 2 Brothers cutting wallboards? 3 Α. Five days a week. 4 And how many weeks do you think that Ο. 5 went on for? 6 Α. Oh, I don't know. 7 Q. Was there anything else that you saw in connection with the Zapata rig that leads 8 9 you to believe that you may have been exposed 10 to asbestos from anything other than the 11 wallboards? 12 Α. No. Okay. Is there anything else about 13 0. 14 your employment from September 12, 1979, to 15 March 29, 19 -- I'm sorry -- from September 12, 1975, to March 29, 1979, that you believe 16 exposed you to asbestos other than this work on 17 18 the Zapata riq? 19 Not that I'm aware of. Α. 20 Ο. 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 JOHNS, PENDLETON, FAIRBANKS AND FREESE

# 504 219-1993

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FRANK RAGUSA, JR.

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1 All right. Anybody else? Q. 2 Α. Uh, Mr. Barnes? Did I say him? 3 Q. Yes, sir. 4 Um, one of the guys -- one of the Α. 5 hookers' names was Whitey. And, um -- Freddie; 6 he was another operator. I can't think of his 7 last name. What was the name? 8 Q. 9 Freddie. Yeah, I can't think of his Α. 10 last name. 11 All right. Have you stayed in touch 0. with any of the people you worked with at 12 13 Avondale? 14 Α. No. 15 Ο. 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 Probably within five to ten feet at Α. 20 some times. 21 How long would you be object on the 0. 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?

JOHNS, PENDLETON, FAIRBANKS AND FREESE

#### 1 2 REPORTER'S CERTIFICATE 3 4 NOTE: This transcript certification is valid only when accompanied by my original 5 signature over my state seal. 6 7 I, JOSEPH A. FAIRBANKS, JR., CCR, RPR, Certified Court Reporter in and for the State 8 of Louisiana, as the officer before whom the foregoing was taken, do hereby certify: That the witness was sworn by me upon 9 authority of R.S. 37:2554 and did testify as set forth in the foregoing pages; 10 That said proceeding and testimony was reported by me in the stenotype reporting 11 method, was thereafter transcribed and prepared 12 by me or under my personal direction and supervision, and is a true and correct 13 transcription to the best of my ability and understanding; 14 That this transcript was prepared in compliance with transcript format guidelines 15 established by statute or by rules of the Board; 16 That I am knowledgeable of the arrangements, financial and otherwise, with the 17 person on entity arranging for reporting services, and that I have acted in compliance 18 with the prohibition on contractural relationships as defined by the Louisiana Code 19 of Civil Procedure Article 1434 and in rules and advisory opinions of the Board; 20 That I am not related to counsel or to the parties herein, nor am I otherwise 21 interested in the outcome of this matter. 22 23 24 JOSEPH A. FAIRBANKS, CCR, JR. 25 CERTIFIED COURT REPORTER

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> JOHNS, PENDLETON, FAIRBANKS & FREESE **CERTIFIED COURT REPORTERS 315 METAIRIE ROAD, SUITE 101 METAIRIE, LA 70005** PHONE (504) 219-1993

DECLARATIONS
DECLARATIONS       MUTUAL INSURANCE COMPANY Rome Officer Boston       COMPREHENSIVE GENERA LIABILITY POLICY         Hey No. GI-121-010461-182R       1D Code       Sale Officer       Code       Saleman       Code       N/R       Is Yes         GI-121-010461-182R       23       N.Y.       202       Martella       7675       2       37         Item 1.       Named Insured Hoperan Brothers Inc.       Compression       Martella       7675       2       37         Address 156       E. 46th St., New York, N.Y.       10017       The named insured is: Individual [], Partnership [], Corporation K], Other []
GI-121-010461-182R       23       N.Y.       202       Martella       7675       2       37         tem I.       Named Insured Hoperan Brothers Inc.,       Address       156 E. 46th St., New York, N.Y.       10017         The named insured is: Individual [], Partnership [], Corporation E], Other []       Business of named insured is: Contracting         Tem 2.       Policy Period:       From Day Year       Ma Day Year       Ma Day Year         Audit Basis: At Expiration [], Annual [], Semi-Annual [], Quarterly [], Monthly E, 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.       \$ 250,000 each person       \$ 250,000 each person         ABODILY INJURY LIABILITY       \$ 250,000 each occurrence       \$ 500,000 each occurrence       \$ 500,000 each occurrence         B PROPERTY DAMAGE LIABILITY       \$ 250,000 each occurrence       \$ 250,000 each occurrence       \$ 250,000 each occurrence       \$ 250,000 each occurrence         K tem 4.       MISCELLANEOUS CHARGES       As per End. No.(s) 3,6,8 & 9       \$ 1000000
<ul> <li>Mamed Insured Hopeman Brothers Inc., Market Miscellansee Address 156 E. 46th St., New York, N.Y. 10017 The named insured is: Individual , Partnership , Corporation , Other Business of named insured is: Contracting m 2. Policy Period: From Market Day Year Market Day Year 1 1 72 to 1 1 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 market afforded is only with respect to such of the following Coverages as are indicated by specific premit 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.</li> <li>COVERAGES LIMITS OF LIABILITY ADVANCE PREMIUMS \$ 250,000 each person \$ 500,000 each occurrence \$ 500,000 each occurrence \$ 500,000 each occurrence \$ 500,000 each occurrence \$ 250,000 each o</li></ul>
The named insured is: Individual ], Partnership ], Corporation E, Other ]         Business of named insured is: Contracting         m 2.       Policy Period: From T T 72 to 1 1         Audit Basis: At Expiration ], Annual ], Semi-Annual ], Quarterly ], Monthly E, Flat Charge ]         m 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         A BODILY INJURY LIABILITY       \$ 250,000 each person         B PROPERTY DAMAGE LIABILITY       \$ 250,000 each occurrence         B PROPERTY DAMAGE LIABILITY       \$ 250,000 each occurrence         \$ 250,000 aggregate       \$ 250,000 each occurrence         \$ 250,000 aggregate       \$ 250,000 each occurrence         \$ 250,000 aggregate       \$ 250,000 each occurrence         \$ 250,000 each occurrence       \$ 250,000 each occurrence
The named insured is: Individual [, Partnership ], Corporation E], Other ]         Business of named insured is: Contracting         em 2.       Policy Period: From Max Day Year 10 I 1 73         IZ:01 A.M., standard time at the address of the named insured as stated herein.         Audit Basis: At Expiration ], Annual ], Semi-Annual ], Quarterly ], Monthly X, Flat Charge ]         em 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         A BODILY INJURY LIABILITY       \$ 250,000 each person         \$ 250,000 each occurrence       \$ 500,000 each occurrence         \$ 500,000 each occurrence       \$ 250,000 each occurrence         B PROPERTY DAMAGE LIABILITY       \$ 250,000 each occurrence         \$ 250,000 each occurrence       \$ 250,000 each
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B PROPERTY DAMAGE LIABILITY \$ 250,000 aggregate tem 4. MISCELLANEOUS CHARGES As per End. No.(s) 3,6,8 & 9 \$
Item 4. MISCELLANEOUS CHARGES As per End. No.(s) 3,6,8 & 9 \$
ECEIVES
- Deposit - TOTAL ADVANCE/PREMIUM - S-
The premium for this policy is payable \$ in advance, \$ on first anniversary and \$ on the second anniversary.
tem 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 Authorized Representative
Work Units Typed Periodic Payment Rating Basis Audit Basis Home State Pol. H.G. Renewal of Accounting Entry , 172 lc 2-15-52 R NR 3 Md. S. 3 LG1-121-010461-181R 5 Dividend for Exp. Periodic Payment Dividend for Exp. Period
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ST. PIERRE (HBI) -501

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HAZARDS	RATING CLASSIFICATIONS	Co
emises	Buildings or Premises	0
	Buildings or Premises	с
erations	Boat or Ship Building	2
	Sash, Door or Assembled Millwork Mfg.	2
	Fireproof Equipment Mfg.	2
	Ship Repair or Conversion	2
	Draughtsmen	3
	Contractors	3
	Carpentry N.O.C.	3
	Furniture or Fixtures Installation in Offices or Stores	5
	Carpentry	5
ducts	Completed Operations: Carpentry Construction	1
tractual_	Construction Agreements - Broad Form Contracts	c
<b></b>		
Policy No. LG	L-121-010461-152R Page No	<u>. </u>

### Item 4 and/or 5. Declarations - Schedule - Description of Classifications

ST. PIERRE (HBI) -502

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DESCRIPTION OF HAZARDS	TERR.	Premium Bases Key	RA	TE3	ADVANCE	PREMIUMS
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- = DEPOSIT	5437	If Any				
<ul> <li>Deposit</li> <li>M = Minimum Premium</li> </ul>						

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Item 5. Declarations — Schedule — Ge	al Liability Hazards
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DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RAT"S COVERACE A COVERACE B	COVERACE A	PREMIUMS
Premises — Operations	Code No.	(2) REMUNERATION (b) SQ, FT. OF AREA (c) LINKAR FT. OF FRONTAGE (d) UNIT (c)	(a) PER SION REMUNERATION (b) PER SION REMUNERATION (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c) PER UNIT	MO 311X CO 312 CL & T 312	Coverac
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' Item S. Declarations - Scheaule - G - al Liability Hazards

DESCRIPTION OF HAZARDS	TERR	PREMIUM BASES KEY	RATIS		PREMIUMS
		·····	COVERAGE A COVERAGE B	COVERAGE A	Cove
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	2464A	If Any			
	2464B	If Any			
	3457	If Any			
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Policy No. LG1-121-010461-182	2R			Page No.	<u> </u>

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DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES ICCV	RATTS	ADVANCE	PREMIUMS
	·	<u></u>	COVERAGE A   COVERAGE B	COVERACE A	Covera
Premises — Operations	Cops No.	(2) REMUNICATION (0) S2, FT - F ARL (1) LINEAL ( T. OF FRONTAGE (2) UNIT (5)	(1) PE+S' () REMUTERATION (1) PE+S' () SG FT (1) REA (c) PERLISERATET TFRONTAGE (c) CREVING	MO 111 CO 312 OL & T 12	
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		State of N.J.		:	
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	2464B	If Any			
	3457	If Any			
	3759	If Any			
	5146	If Any			
	5437	If Any			
		State of Pa.			
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	2464A	If Any			
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	3759	If Any			
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<ul> <li>* = Deposit</li> <li>M ≈ Minimum Premium</li> </ul>					
Policy No. LG1-121-010461			<u>_: ll</u>	Page No.	 5

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Item 5. ' Declarations - Schedule

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- 97	an reasoner	<i>()</i>

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		PREMIUMS
	<u> </u>	· · · · · · · · · · · · · · · · · · ·	COVERACE A COVERACE R	COVERAGE A	COVERAG
Premises — Operations	Code No.	(1) REMUMERATION (b) SQ. FT. OF AREA (c) LINER FT. OF FRONTAGE (d) UNIT (c) NULTSE	(a) Pre SIGO REMUM_LATTOR (b) Pre 100 So FT. or Area (c) Pre Livian FT. or Frontace (d) Pr. SIT (Per Murse	MO 111X CO 112 OL & T 317	
		BASIS			
		State of Tex.			· ·
	2457	If Any			
	2464A	If Any			
	2464B	If Any			
	3457	If Any			
	37,59	If Any			
	5146	If Any			
	5437	If Any			
• • • •	ч 1 7	State of Va.			
	2457	If Any			
	2464A	If Any			
	2464B	If Any			1
	3457	If Any			
	3759	If Any			
	5146	If Any			
	5437				1
	Total Depos	Estimated Operation	ons Premium		
	Total Total	Premises-Operation Deposit	is Premium		
ncidental Malpractice					
Linics, Dispensaries or Mfirmaries	_ 5169	e 1		·	
				:	
* = Deposit M = Minimum Premium					
Policy No. LG1-121-010461-	82R		<u></u>	Page No.	<u>.</u> 6

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# Ccase 3224324-28-KL7PDJDoc 286:4401en File 6007/30/24.1/12/tetec P07/30/24 315:121/g49D#D4516 Exhibit(s) 40 Page 8 of 37

DESCRIPTION OF HAZARDS	Code	PREMIUM BASIS	COVERACE A		Advance Coverace A	PREMIUMS COVERAG
Products Completed Operations	No.	(a) SALES (b) RECEIPTS (c)	(a) PER \$100 (b) PER \$100 (c)	O SALES O RECEIPTS	310	COVERAN
Ala.	1203					
Calif.	1203					
La.	1203					
Md.	1203					
N.J.	1203					
N.Y.	1203					
Pa.	1203					
ſex.	1203					
la.	.1203					<b></b>
			4	Annual		
	:			Deposit		
Contractual	· · · · · · · · · · · · · · · · · · ·	Cost	Per \$100	Cost	316	
	0559		Deposit			
	,					
Miscellaneous						
Increased Limits Sasic Charge	9890				Cov. P	
Personal Inuury Endorseme: No. 3 22 ¹ / ₂ % of M & C B.I. Premiu	9840			Annual Deposit		
Personal Injury Indorsement No. 9	9 <u>3</u> 40					
·	-	· · · · · · · · · · · · · · · · · · ·				
* = Deposit M = Minimum Premium				-	.   	
Policy No. LG1-121-01046 GPO 2749	1-132R			I	Page No.	7

## Item 5. Declarations — Schedule — General Liability Hazards

Ccasse 3224324428-KL7PDJDoc 286:440/enFiled 607/30/2411/Entered P07/30/2415:P11g49D#D48567 Exhibit(s) 40 Page 9 of 37

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## MISCELLANEOUS CHANGE ENDORSEMENT (General Liability)

The policy declarations are amended by the changes entered below:

Change A - Policy Period: From

To

, ; [;]

۰,

Change B --- Location:

Change C-Hazard(s)		<u> </u>			Coverage (	Code: B.I.	311,31(	0,316
Revise Audit Basis	Terr.	Premium Bases	Annu	il Rates	Advance Premiums			
to Quarterly (4) in lieu of Monthly (8)	Code							
	No.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage
Operations			Revised D					
				Γ i				
			Previousl	Charged				1
			Additiona	1				·
Products -			Revised D	eposit				
Completed Operations				Γ I				1 T 1
			Previous1;	y Charged				
	L		Additional	<u>l  </u>				 
Contractual			Revised D	eposit				
			Previously	Charged				
			Additional	L				
Personal Injury			Revised De	enosit				
			Previously	fr :				Į
			Additional	L I				
M - Minimum Premium	!   	·	Total Add:	itional				
If Policy Period me							<u> </u>	· • · · · ·
On effective date of			Anniversary ;		2nd Annive	•		
Adjustment of premium sh			n [_], Annual	. Semi-An	nuai [_], Qua	rterly [_], M	lonthly [_], F	lat Charge
Premium \$	A A	ād'1.		ĺ	Periodic Pa	yment \$		
Effective Date								
Expiration Date Audit Basis 4 (								
For attachment		• /			LIB	ERTY MUTI	JAL INSURA	NCE COMP
to Policy No. Issued to Hor		1-010461-1:2 rothers Inc.	r TD 23		ß	e e Bu	war Jan	1.04
···- <u>-</u>	2.				101	44 %. /2001 s	inan Man	6 Z. Iau r
Work Units								
$1 \rightarrow 7$			Cor	untersigned by	y	AUTHORIZES	Representativ	·····
L-G 6006		Issued be	5-31-72	Sales Office a	nd No. pop		Ind. Serial N	-
(2/69)	Printed in L	ISA CC	ے، ـر /		202			τγ

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in the second second second second second second second second second second second second second second second			D	
	AISCELLANEOUS CHA (General	Liability)	ORSEMENT	)
Change A — Policy Period:	mended by the changes entered From	below:	То	
Change B — Location: Add		35202	· · · · · · · · · · · · · · · · · · ·	

Change C — Hazard(s)			_		Coverage (	Code: B.I.		
	Тегт.	Premium Bases	Апли	al Rates		Advan	ce Premiums	
	Code No.							
•	110.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coveras
	5437	If Any						1
					-			
					1 1 1 1			
						;		
M — Minimum Premium		ļ				T T		
If Policy Period m								
On effective date of			Anniversary		2nd Annive			
Adjustment of premium s		ade at Expiration	L, Annual	🔲, Semi-Ani	nuai 🔝, Qua	rterly [], M	lonthly [], F	lat Charg
Premium \$ On	Audit			[	Periodic Pa	yment \$		
Effective Date Expiration Date								
Audit Basis 8	1-1-73							
For attachment	ירי יי						JAL INSURAL	
Issued toHopem	en Brot	010461-182R hers, Inc., B	TD23 Etal		A	w. I Son	man Inan	11.20
					/0.			
Work Units			_					
	_		Co	untersigned by	y		Representativ	<b>Z</b>
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ST. PIERRE (HBI) -510

# CCase 244-32/4287KEPDJNDoD86+40entFile3607/780/241/1E/n2ere@037/43D124f B5: Plag9ID De869 Exhibit(s) 40 Page 11 of 37

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. E LIBERTY MUTUAL INSURANCE COMPANY 
I LIBERTY MUTUAL FIRE INSURANCE COMP

- Buc E. Borman Trank L. Taunell Auce & Booman - Trans - L. Taunell

Countersigned by	Countersig	med by
AUTHORIZED REP		AUTHORIZED REPRESENTATIVE
Effective Date 1-1-72	Expiration Date 1-1-73	
Audit Basis 8	, j	
Premium \$		
For attachment to Policy or Bond No. LC	31-121-010461-182R TD23	
Issued to Hopeman Brothers, Inc	., Etal	

Endorsement Serial No. 17

Tonundant 2-15-72 Salar Office & NTA 202

## C6ase 244-32/4287KEPJNDoD86640entFiled607/80/241/1E/12ere@ag/e30/24f B5: PlageID#De860 Exhibit(s) 40 Page 12 of 37

#### 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:

- 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 PREMIUN
LG1-121-010461-202R	(Wayne Manufacturing Corporation)
AE1-121-010461-162	(Hopeman Brothers Inc.)
Canada LG1-121-010451-152	(Hopeman Bros. Inc., Etal)
LG1-121-010461-232R	
LG1-121-022356-022R	

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.	LG1-121-010461-182R	
Audit Basis		Buca E. Soomen Trank L. Taunell
Issued to		Setumary Primary

Work Units 1 ---

			Countersigned by				
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____ forming a part of policy_WC1-121-010461-172

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell PRESIDENT BALL & Race

AUTHORIZED REPRESENTATIVE

SECRETARY

Effective Date Expiration Date .... Audit Basis For attachment to Policy No. LG1-121-010461-182R

Issued to

Countersigned by

Sales Office and No.

End. Serial No. 15

2212 (12-1-56)110 TEO 110 41 B.A.

Issued

ST. PIERRE (HBI) -513

## C6ase 244-32/4287KLPDJNDoD86+40entFile3607/780/241/1E/12ere@037e3D424f B5: PlageID#De862 Exhibit(s) 40 Page 14 of 37

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#### 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	LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy or Bond No. Audit Basis Issued to	LG1-121-010461-1827	Burg & Brownen Trank L. Tarwell
Work Units I —	Countersigned by .	Auttorized Representative
Issued	Sales Office and No.	End. Serial No. 14
L – G 5025	•	

## C6ase 244-32/4287KLPDJNDoD 86+40entFiled607780/241/12/12/12/ereft ag/30524f 85: Plag91D#D48823 Exhibit(s) 40 Page 15 of 37

#### 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 Libbility 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 retro-spective rating plan, shall be known as the Texas General Libbility 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. Promium 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, and (2) the discount determined by applying to the applicable percentages stated in said Table opposite the Total Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium which is subject to retrospective rating.

#### 4.

#### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

(General Liability)

Total Standard Premium (See Note)	Premium Discount Per- icentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- Centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	52,942	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)

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TABLE OF TEXAS PREMI	UM DISCOUNT	PERCENTAGES - Continued
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Total Standard Premium (See Note)	Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premlum (See Note)	Premium Discount Per- centage 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		14.5	54,467	18.0	170,000	21.5
10,942	11.1		14.6	55,545	18.1	180,968	21.6
11,205	11.2		14.7	56,667	18.2	193,449	21.7
11,482	11.3		14.8	57,836	18.3	207,778	21.8
11,773	11.4		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 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5 •
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,788 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9		
19,788 20,667 21,628 22,683 23,847	13.2	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 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.

Policy Numbers

Premium \$ Effective Date Expiration Date LIBERTY MUTUAL INSURANCE CO For attachment to Policy or Bond No. LG1-121-010461-182R Audit Basis Issued to	
Effective Date Expiration Date LIBERTY MUTUAL INSURANCE CO For attachment to Policy or Bond No. LG1-121-010461-182R Audit Basis Issued to Tank L. 2 Work Units 1- Countersigned by	
Effective Date Expiration Date LIBERTY MUTUAL INSURANCE CO For attachment to Policy or Bond No. LG1-121-010461-182R Audit Basis Issued to Tank L. 2 Work Units 1- Countersigned by	
Effective Date Expiration Date LIBERTY MUTUAL INSURANCE CO For attachment to Policy or Bond No. LG1-121-010461-182R Audit Basis Issued to Tank L. 2 Work Units 1- Countersigned by	
For attachment to Policy or Bond No. LG1-121-010461-182R Audit Basis Issued to	
For attachment to Policy or Bond No. IG1-121-010461-182R Audit Basis Issued to	
Wark Units 1	/ //
Wark Units 1	21 mill
Countersigned by	······································
Countersigned by	
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Countersigned by	
Authorized Representative	•••••••••••••••
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Form L-G-5023 (Texas) (10/1/69) LC LG LM LO	
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Estimated Standard Premium

## C6ase 244-32/4287KLPDJNDoD86040entFiled607780/241/12/12/12/dere@ag/e30724f 135:121ag/91D#De8625 Exhibit(s) 40 Page 17 of 37

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 Massachusett's Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- 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

Mun E. A

Premium S Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-182R

Issued to

1.

Countersigned by .....

Authorized Representative

G513 LF LG LO LM LX (10/1/66)

Issued

Endorsement No. 12

## CCase 241-32/42/87KLFDJNDoD86:440entFile3607/780/241/1E/12/refPag/e30/24f B5: PlageID#D#26826 Exhibit(s) 40 Page 18 of 37

ACTION AGAINST COMPANY AMENDMENT (Mossachusetts)

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

Bug & A

For attachment to Policy No. LG1-121-010461-182R Issued to

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G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66 Countersigned by Authorized Representative

Endorsement No. 11

### ST. PIERRE (HBI) -518

## C6.ase 244-32/42/87KLPDJNDoD86+/40entFile0607/30/241/12/12/12/12/930924f B5: Plag9ID#D48627 Exhibit(s) 40 Page 19 of 37

#### 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

Trank PRESIDENT

SECRETARY

Countersigned by.....

AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 10

Effective Date Expiration Date Audit Basis

For attachment to Policy No. LG1-121-010461-182R

Issued to

652 Louisiana 

Issued

ST. PIERRE (HBI) -519

C6ase 244-32/4287KLPDJNDoD666440entFiled607780/241/1E/12ere@ag/e32024f 155: P1ag0ID#De868 Exhibit(s) 40 Page 20 of 37

# **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	LG2006D	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

ranh au PRESIDENT

Effective Date Expiration Date Audit Basis

For attachment to Policy No. LG1-121-010461-182R

Issued to

ULA SECRETARY

7 Countersigned by AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 10

652 Louisiana

Issued

#### 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;

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- (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.

#### 11. 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 deformation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property domege," C-L-J-I-

	Schedule		
Limits of Liability	\$	250,000	each person aggregate
	\$	500,000	general aggregate

Insured's Participation Flat Charge \$10.

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0 per cent

Code 9840 The provision of this endorsement apply only with respect to: Protective Company

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Declaration

to Policy No. LG1-121-010461-1828

PRESIDENT

0 SECRETARY

L-G2004 (10/1/66) LC LG LM LO Printed U.S.A.

Effective Dote:

Expiration Date Audit Basis For attachment

Issued to

Countersigned by .....

Endorsement No. 9

# C6ase 241-32/4287KEPDJNDoD86+40entFile0607/30/241/12/12/12/12/932/24f B5: Plag9ID#D4860 Exhibit(s) 40 Page 22 of 37

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. Z LIBERTY MUTUAL INSURANCE COMPANY D LIBERTY MUTUAL FIRE INSURANCE COMPAN

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Countersigned by_

Countersigned by... Effective Date Audit Basis Premium \$ Included on Declaration

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> AUTHORIZED REPRESENTATIVE Expiration Date

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 8

Work Units t -

Issued to

Issued

For attachment to Policy or Bond No. LG1-121-010461-182R

Sales Office & No.

# C6ase 241-32/4287KEPDJNDoD86+40entF71e06077/30/241/12/n2erePage32824f B5: PlageID#De861 Exhibit(s) 40 Page 23 of 37

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:

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#### 1. POLICY TERRITORY

With respect to claims mode 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	Pates	
3759	State of Hire	

LIBERTY MUTUAL INSURANCE COMPANY

Farmel

PRESIDENT

SECRETARY

L-G2001 (10/1/66) LC LG LM LO 

to Policy No. L31-121-010461-182R

Premium \$

Issued to

**Effective Date** 

Expiration Date Audit Basis For attachment

Endorsement No. -7

## C6ase224-32/4287KEPDINDoD666440entFile0607/80/241/1E/12ere8a7432424f85:Phg9ID#D4862 Exhibit(s) 40 Page 24 of 37

DEDUCTI CARE, CUSTODY AND CONTROL COVL GE

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

To Property Damage to

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(1) Property owned or occupied by or rented to the insured or

(2) Froperty 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 reincurse this company for such part of the deductible amount as has been paid by the company.

Code	Remuneration.	P.D. Rate	Minimum
		Per 3100 Remuneration	Premium
776	If Any		

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPA:

Countersigned by____

a & Doorman Trank L. Tarwell

Aug E. Doorman. Thank L. Tarrell

Countersigned by .___

AUTHORIZED REPRESENTATIVE

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. 6

Work Units 1-

Issued

Sales Office & No.

# C6ase 241-32/4287KLPDJNDoD86+/40entFiled607/30/241/12/12/12/12/6/e8230524f B5: Plag9ID#D4863 Exhibit(s) 40 Page 25 of 37

#### 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

n A Films 1 0 /



LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell PRESIDENT

PRESIDENT

SECRETARY

Effective-Date -Expiration Date

G301 (10/1/66)

LC LG LM

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For attachment to Policy No. LG1-121-010461-182R Issued to

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Countersigned by_

Authorized Representative

Endorsement No. 5

# C6ase2241-32/42287KEPDINDoD666440entFile0607/80/241/1E/12ere8207432624f85:Phg9ID#D4864 Exhibit(s) 40 Page 26 of 37

# INTERPRETATION OF NOTICE OF ACCIDENT CONDITION

It is agreed that in event of an occurrence written actice 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 conditon 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 orejudice 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

For attachment to Policy or Bond No.

Endorsement Serial No.

Countersigned by____

Countersigned by_

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

A Store 1 1 1

Expiration Date

IG1-121-010461-182R

Work Units 1 -

Premium \$

Issued to

Issued

Sales Office & No.

ST. PIERRE (HBI) -526

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# C6ase224-32/4287KLPDJ1DoD66+40entFile0607/30/241/1E/12ere807/327/24fB5:Plag9ID4D6865 Exhibit(s) 40 Page 27 of 37

#### 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 gargement;

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(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.

#### 11. 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 poriod 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, molicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property domoge.'

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Limits of Liability	\$	250,000	each person aggregate
	\$	500,000	general aggregate

**Insured's Participation** 

Included on Declaration

225 of Operations B.I. Premium

Code 9840

to Policy No. 1G1-121-010461-182R

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Manb Z. Se R & K SECRETARY

Countersigned by .....

Authorized Representative

per cent

L-G2004 (10/1/66) LC LG LM LO Printed USA

Premium \$

Effective Date

Issued to

**Expiration Date** Audit Basis For attachment

> Endorsement No. 3

# C6ase 244-324287KEPDJNDoD86e40entFile0607780/241/1E/12ere@ag#30824f B5:Plag9ID#D&866 Exhibit(s) 40 Page 28 of 37

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 mointenance 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 indemnitication 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 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 indemnites arising out of operations performed for the named insured by the indemnites or (b) to pay any fines, penalties or liquidated damages or (c) to pay any omounts 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 indemnites is an employee of the named insured, to pay any 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-opplicable under Goverage A-Bodily Injury Liability—to-"each person"-anti--"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 oll 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

# C6ase 244-32/4287KEPDJNDoD86640entFile3607/780/241/1E/12ere@037/6329/24f 185: P1ag9ID#D4867 Exhibit(s) 40 Page 29 of 37

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o entry appears herein the schedule is com ards."	pleted on	the schedules forming	a part of the policy and de	signated "General Liabili
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Policy No. LG1-121-010461-182	R		Marin &	Dogunan

Work Units

1-L-G20065 (2/1/68) LC LG LM LO Poge 2 of 2

Countersigned by .....

Endorsement No. 2

Printed in U.S.A.

# C6ase 241-32/4287KLPDJNDoD86+/40entFiled607/30/241/12/12/12/12/930/24f B5: Plag0ID#D4868 Exhibit(s) 40 Page 30 of 37

### AMENDATORY ENDORSEMENT

It is	agree	ed tha	t <u>Item</u>	1, Named	Insure	ed, is a	mended
to inc	lude					but onl	y with
respec	t to	Real	Estate	Managemer	t for	Hoepman	Brothers
Inc.							

This endorsement is executed by the company below designated by an entry in the box opposite its name. A LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPAN

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Countersigned by_

Audit Basis Premium \$

Issued to

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AUTHORIZED REPRESENTATIVE

Countersigned by.

Effective Date

AUTHORIZED REPRESENTATIVE .

Expiration Date

For attachment to Policy or Bond No. LG1-121-010461-182R

Endorsement Serial No. 1

Work Units 1-

Issued

Sales Office & No.

# C6ase 244-32/4287KLPDJNDoD86640entFile3607780/241/12/12/12/12/930124f 135:121a4901D4D4869 Exhibit(s) 40 Page 31 of 37

- 1-27 2 20

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 S Effective Date For attachment to Policy or Bond No. Audit Basis Issued to

Issued

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY

Buc &. Boomen Trank L. Taunell

Work Units 1 ---

G335 Ed 2

Sales Office and No.

End. Serial No.

### C6ase 244-32/4287KEPDJNDoD86640entFile0607780/241/12/12/12/12/938724f 135: 12/14491D#D48640 Exhibit(s) 40 Page 32 of 37





Home Office: Boston

FOR PROMPT INSURANCE SERVICE - CALL YOUR SERVICE OFFICE

LA 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 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

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THIS POLIC. S 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.

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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;

- i) 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;
- (1) 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.

#### 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 availaable, 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 dam**age 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.

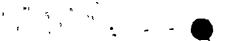
#### POLICY PERIOD; TERRITORY

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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"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 selfpropelled, (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 tother 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;

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"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 producta" 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

- In the event of an occurrence, written notice containing (a) particulars sufficient to identify the insured and also reason-ably 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 The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the con-duct 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 at-tendance of witnesses. The insured shall not, except at his own cost voluntarily make any navment assume any obligaown cost, voluntarily make any payment, assume any obliga-tion or incur any expense other than for first aid to others at the time of accident.
- 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 the legal representative mereor who has secured such judgment or written agreement shall there-after 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, any detine the insured by the insured as the legal to the nor shall the company be impleaded by the insured or his legal rep-resentative. 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 The insurance afforded by this policy is primary D 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 ۰. .

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 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 *i* 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 store be accounted as under sights. after loss to prejudice such rights.

Notice to any agent or knowledge possessed by any Changes **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. authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, how-ever, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representa-tive, 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 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 action and for attent of action. of notice as aforesaid shall be sufficient proof of notice. The effecof the 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.

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Buca E. Doorman SECRETARY

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Trank L. Farwell

PRESIDENT

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THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVER-AGES 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:

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1. 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

Tua E. Sooman

SECRETARY

Trank L. Farwell

PRESIDENT

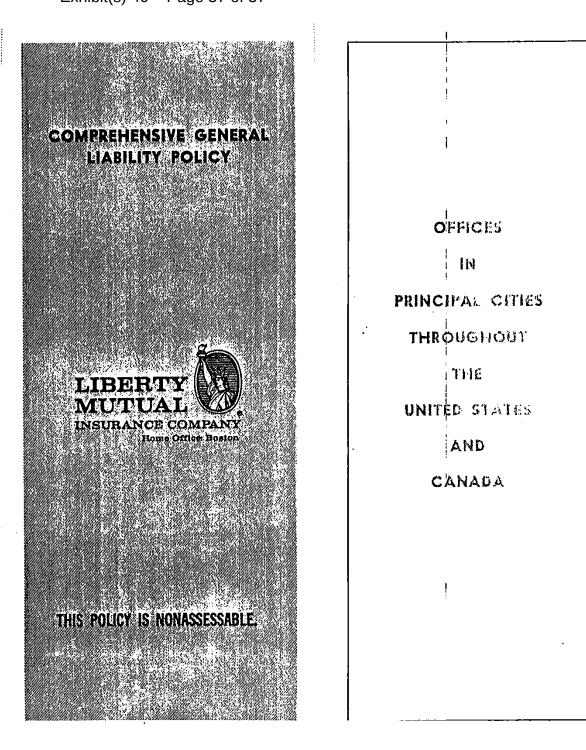
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Days Policy	Per Cent of One Year	Days Policy	Per Cent of One Year
In Force	Premium	In Force	Premium
1 2 3- 4	$   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac{1}{2}   \frac$	154-156 157-160 161-164	53 64 55
5-6 7-8		165 - 167 168 - 171	$     \begin{array}{c}             56 \\             57 \\             57         \end{array}     $
9-10 11-12	10	172-175 176-178	
$13 - 14 \\ 15 - 16$	· · · 12 · · 13	179-182 183-187	(6 mos.) 60
17-18 19-20	14	188–191 192–196 197–200	
21- 22 23- 25	$     \begin{array}{c}                                     $	201-205	$     \begin{array}{c}                                     $
	1 mo.) 19	206-209 210-214	(7 mos.) 67
33- 36 37- 40	20	215-218 219-223	
41 43 44 47	· · · 22 · · · 23	224-228 229-232	$\begin{array}{c} & & & & & 70 \\ & & & & & & 71 \\ & & & & & & 71 \end{array}$
48 51 52 54	· · · 24 · · · 25	233-237 238-241	$     \begin{array}{c}                                     $
	2 mos.) 27	242-246 247-250	(8 mos.) 74
63- 65 66- 69	28	251-255 256-260	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$
70- 73 74- 76	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	265-269	, 78
77- 80 81- 83	32	274-278	(9 mos.) 80 81
	(3 mos.) 35	279-282 283-287	· · · 82 · · · 83
92- 94 95- 98	36	288-291 292-296	84
99-102 103-105	· · · 38		(10 mos.) 87
106-109 110-113	40	306-310 311-314	· · · 88 · · · 89
114-116 117-120	42	315-319 320-323	· · · 90 · · · 91
125-127	4 mos.) 44	324-328 329-332	92 93
$\begin{array}{r} 128 - 131 \\ 132 - 135 \\ 136 - 138 \end{array}$	46	338-34 <b>2</b>	(11 mos.) 94 95
139-142	48	343-346 347-351	· · · 96 · · · 97
148-146 147-149	50	352-355 356-360	98
	5 mos.) 52		12 mos.) 100
If the points or	bolicy has be less, the abo been in effece e earned prem (1) Determine oiley written (1) Determine (1)	en in effec ve table ap	t for twelve plice. If the
months, th	e earned prem	line full an	e determined
(2) Deduction	olicy written t such premit and on the ran	for a term im from th nainder calc	of one year. le full policy ulate the pro-
the length	d premium on of time beyon	the basis o d one year t	f the ratio of he polloy has
year for w (3) Add D	ect to the len hich the polic; remium produ (1) and (2) to lod policy has	igen of time y was origin leed in acc	a beyond one nally written. ordance with
during per	(1) and (2) to lod policy has	obtain ear been in ei	ned premlum Nect.
I			



# Ccase 3244324428-KL7PDJDoc 286:441ten Filed 707/30/24.1/En/tetec P07/30/24.45:121/g49D#D48366 Exhibit(s) 41 Page 1 of 40

DECLA	ARATIONS		LIBI MU INSUR	CRTY FUAI ANCE CO	MPANY	cc	- *-	NSIVE GI	
olicy No. ,G1_ 121	-010461-183R	TD Code 23	Sales Office NY	unt and	Code Sal	esman rtella	Code 7675	N/R	lst Year 37
tem 1.	Named Insured Hopen	an Brot	hers Inc.,	Y		· · · · · · · · · · · · · · · · · · ·			ÿ
	Address 156 E. 46t	-h St	New York N	ry 100	17			-	
	The named insured is:					x, Other	7		
	Business of named inst	ured is:	Contracting					· ·	
item 2.	Policy Period: From 12:01	Ma.	<u> </u>		of the name		Day ated herein		7
	Audit Basis: At Expi	ration 📋	, Annual,	Semi-Annu	al 🗻, Qua	rterly 😰 , Mo	mthly [],	Flat Char	3° 🔲
tem 3.				iability aga	e following inst each su	Coverages as a ch Coverage sh	re indicated all be as sta	by specifi ted herein	c premium , subject to
	C	OVERAGES			LIMITS O	F LIABILITY	AD	VANCE PR	EMIUMS
A — BODILY INJURY LIABI ———————————————————————————————————	DILTT	\$	500,000	) each occurr	ence				
	A-BODILY INJURY LIABILITY			\$	500,000	) aggregate			
	B - PROPERTY DAMAGE LIABILITY			\$	250,000		ence		
Item 4.	MISCELLAN	EOUS CH	IARGES	As p		(s) 3,6,8,9 8	s 19		
				TO	_	DEPOSIT ANCE/ PREMI	UM T		
	The premium for this on the second annivers		payable \$	in	advance, \$	on fi	rst annivers:	117 and \$	
Item 5.	The declarations are c	ompleted (	on the attached	schedules	designated	"General Liabil	lity Hazards	»	<u></u>
	ry, including all endorse			-	•		Authorized Reg		J
Work Units	Ic 2-5-73	-	6	Home Stat	Pol. H.G. S- □	Renewal LG1-182R	of	1.	ting Entry or Exp. Period
1,172	10 2-2712	RDIN						<ul> <li>Luxidend f</li> </ul>	or FTD FORM

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HAZARDS	RATING CLASSIFICATIONS	Cor
remises	Buildings or Premises	012
	Buildings or Premises	012
perations_	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	54:
roducts	Completed Operations: Carpentry Construction	120
ontractual	Construction Agreements - Broad Form Contracts	05
		1
Policy No. LG	1-121-010461-183R Page No.	<u> </u>

Item 4 and/or 5. Declarations - Schedule - Description of Classifications

a and see a

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Item 5. Declarations — Schedale — C	tral Lia	ibility Hazards			· · · · · · · · · · · · · · · · · · ·	
DESCRIPTION OF HAZARDS	THE.	PREMIUM BASES KEY	hall	COVERACE B	ADVANCE I COVERAGE A	
		(a) REDEVICEATION				Cove
Premises — Operations	Code No.	(a) REPUTHERATION (b) Sa. FT, of Area (c) Linkar FT, of Frontage (d) Unit (e)	(a) Pra \$100 Rr (b) Pra 100 So. (c) Pra Livean F (d) Pra Usit (c)	FT. OF AREA T. OF FRONTAGE	MO 311 X CO 312 OL & T 317 X	
NY		BASIS				
152 E. 46th St.	01			_[		
New York, NY	0129A	Ъ				
Water Damage Liability	0129A					
VA						
	04					_
	0122					
		Total P	remises P	emium		
Operations		Greater NY				
154-156 E. 46th St. New York, NY	01	a If Any				
New IOLK, MI	2457				í (	
	2464	If Any				
	2464B	B If Any				
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437	If Any				
	3485	If Any				
		NY State Remai	rder			
	02	If Any				
	2464A					
	2464B					
	3457	If Any				
<b>-</b>	3759_					
	5146	If Any				
	5437	If Any				
<ul> <li>Deposit</li> <li>M = Minimum Premium</li> </ul>				F		

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الايد بمودة فسورا الانصاب فتحاصرون ووردو ومتعما ورواد وواد a standard and a second second 4. 1 1 r . , **'**! Item 5. Declarations - Schedule - C real Liability Hazards N_/25 ADVANCE PREMIUMS DESCRIPTION OF HAZARDS Tess. PREMIUM BASES KEY COVERAGE A COVERAGE B COVERAGE A COVERACT (a) PER \$100 REMOVERATION (b) PER 100 Sc. FT. OF AREA (c) PER LINEAR FT. OF PRONTAG (d) PER UNIT (c) (a) RECOMPLATION (b) Sq. FT. or Area (c) Livers FT. or Frontage (d) Unit (c) MO 311 X CO 312 OL & T 313 CODE PREMISES --- OPERATIONS No. BASE State of AL 3457 If Any а 3759 If Any 5437 State of CA 12 2457 If Any 2464<u>A</u> If Any 2464B If Any 2489 If Any 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 LG1-121-010461-183R Policy No. Page No. 3 U.S.A GPO 2745 R1

# Ccase 3244324428-KL7PDJDoc 286:441:enFiled 707/30/24.1/En/tetecP07/36/24 45:121/g49D#D48550 Exhibit(s) 41 Page 5 of 40

Item 5. Declarations - Schedule -			'ANTES	ABVANCE ]	
DISCRIPTION OF HATARDS-	Tm.	PREMIUM BASES KEY	COVERAGE A COVERAGE B	COVERAGE A	Cover
Premises — Operations	Code No.	(a) RENEWENERATION (b) So. F.T. of Anna (c) Lindan F.T. of Fromtage (d) Unit (c)	(a) PER \$100 REMOVERATION (b) PER 100 Sq. Ft. of Area (c) PER LISEAR FT. of FRONTAGE (d) PER UNIT (c)	MO 311 X CO 312 OL: & T 313	
		Baar		(*****) 	
gan a sa an		State of LA			
na na santa ang (agina ang agina). Tang ang ang ang ang ang ang ang ang ang	3457	If Any			
	3759	If Any			
·	5437				
· · · ·					
		State of ME			
Sample and the second second second second second second second second second second second second second second	3759	If Any			
	5437				
a data da anti-					
		<u>State of MD</u>			
	2457	If Any			
	2464A	If Any			
	24648	If Any			
	3457	If Any			
	3759	If Any			
	5146	If Any			
	5437				
		<u>State of MA</u>			
	3759	If Any			
	5437	If Any			
· · · · · · ·	_				
<ul> <li>★ = Deposit</li> <li>M = Minimum Premium</li> </ul>					

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Development of Heating	1 5	PREMIUM BASES KEY		(23	ADTANCE	PREMIUMS
DESCRIPTION OF HAZARDS	TERE.		COVERACE A		COVERAGE A	Cove
PREMINES - OPERATIONS		(3) REMUNERATION (b) Sq. FT. OF AREA (c) LINELA FT. OF FRONTAGE (d) UNIT (c)	(a) Pre \$100 Ri (b) Pra 100 So. (c) Pra Lingan I (d) Pre Unit (c)	MUREBATION FT. OF AREA T. OF FROMTAGE	MO 311 X CO 312 OL & T 313	
		BASIS				
		State of NJ				}
	0/57					1
	2457	If Any				
	2464A	If Any				
	2464E	If Any				ŀ
	3457	If Any				
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	3759	If Any				
	5146	If Any				
	5437	If Any				
						i
		State of PA				
,						
	$\frac{01}{2457}$	If Any				
	2464 <b>A</b>	If Any				
-	24641	If Any				İ
	3457	If Any				-
	3759	If Any				
	5146	If Any				
	1	11 Ally				
	5437					
<i>L.</i>						
-	·			••••••••••		·
						i
	Ì					1
5						 
<ul> <li>= Deposit</li> <li>M = Minimum Premium</li> </ul>						
Policy No. 1G1-121-010461-					Page No.	<u></u> 5

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لحاجينا التوريح الالتجار برجا الحصوصا التيار الرا noriustinitus ( sineasosta 1 sineasosta 1 sineasosta 53 X 1 - M . , Item 5. Declarations - Schedule - C eral Liability Hazards ADVANCE PREMIUMS MATES DESCRIPTION OF HAZARDS TER. PREMIUM BASES KEY (a) REMUNERATION (b) Sa, FT, or Asea (c) Linear FT, or Frontage (d) Unit (c) (a) Pea \$100 REMUNERATION (b) Pea 100 Sq. FT. of Ania (c) Pea Linear FT. of Frontace (d) Pea Unit (c) COVERACE A COVERACE B COVERAGE A COVERAC MO 311 CO 312 OL & T 313 Code No. PREMISES - OPERATIONS BASIE State of TX 2457 If Any 2464A If Any 2464B If Any 3457 If Any 3759 If Any 5146 If Any 5437 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. LG1-121-010461-183R Page No. 6 hina U.S.A.

GPO 2745 R1

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DESCRIPTION OF HAZARDS	CODE	PREMIUM BASIS	COVERACE A	COVERAGE B	Coverage A	Cover
PRODUCTS COMPLETED OPERATIONS	No.	(a) Sales (b) Receipts (c)	(a) PER \$100 (b) PER \$100 (c)	0 SALES 0 RECEIPTS	310	
AL	1203					
CA	1203					
LA	1203					
MD	1203					
ŊJ	1203					-
NY	1203					
PA	1203					
TX	1203					
VA	1203					
				Annual		
				Deposit		
Contractual		Cost	Per \$100	Cost	316	<u> </u>
	0559			Deposit		
Miscellaneous						
Increased Limits Basic Charge	9890				Cov. P	
Personal Injury Endorsemen No. 3 22½% of M & C B.I. Premium	9840			Annual Deposit		
Personal Injury Endorsement No. 9	9840 _		· · · · · · · · · · · ·			
Deductible Care, Custody and Control Coverage 5% of P.D. Premium	9834			Annual <b>D</b> eposit		
M = MINIMUM PREMIUM						
Policy No. LG1-121-0104	61-1831	R			Page No.	7

# Item 5. Declarations — Schedule — General Liability Hazards

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ST. PIERRE (HBI) -574

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		<u>-</u>		<b>-</b>				
	1,1				DODGEN			
	<b>LY</b> ,	USCELLANE	OUS CHA (General I		UOKSEMI	GIN T.		
The policy declaratio	ne are ar	nended by the ch	anges entered	below:				
Change A Policy 1	Period:	From			To			
Change B-Mail A	ddress		·					-
Locatio	n: (Ente	er same if same L	ocation as abo	ove address)			n na star star star star star star star sta	
Change C — Hazard(s)					Coverage (	Code: B. I.	316	
	Тегт.	Premium Bases	Annua	Rates		Advar	ce Premiums	
	Code No.	Cost	Coverage A	Coverage B	Revised A		Revised Coverage A	Deposit Coverage i
- ۱۹۹۵ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۱۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ - ۲۹۹۹ -								
Revise Rates	-							
Contractual	0559							
			Previ	ously Cha	rged			
			Retui	n				
	ļ							
* — Deposit	ł							
M - Minimum Premium						· · ·		
If Policy Period m	ore than	one year, premiu	m is payable:	<u> 1</u>	1	<u> </u>	I <u>i I</u>	
On effective date of			Anniversary 2		2nd Annive			
Adjustment of premium sh	all be m	ade at Expiration	I, Annual	_, Semi-An	aual [_], Qua	rterly , M	lonthly [, Fl	at Charge <u>)</u>
				ļ	Periodic Pa	yment \$		
Premium \$		turn	- •					
Effective Date For attachment to F	l-l- Policy or B	ond No. LG1-123		1-74 33r TD 23			SURANCE CON	
Audit Basis 4	•				1874a E. Do	Huran_	hand L. Jac	sull some
Чог	remail D	rothers Inc.			PA	~/	hans L. Sai	
Work Units 1 - 2			<b>A</b>		-	Nan	$\sim$	
L-G 600	s	ued 1c 5-2-73		gned by	Au	thorized Represe		
(2/69)	Printed in I		Sales Office o	and No. 20	2 End.S	erial No.	22	

# Cease 241-32/4287KLPDJNDoD86+41entFiled/07/30/241/12/12/12/02/ef 007/30/24f 115: PlageID #De865 Exhibit(s) 41 Page 10 of 40

## 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	s	each person
	<pre>\$ as per \$ Declarations</pre>	each occurrence aggregate
COVERAGE B - Property Damoge Liability	\$ 250,000	each occurrence
	\$ 500,000	aggregate
COVERAGE E Premises Medical Payments	3	each person
	5	each accident
COVERAGE P Personal Injury	s	each person aggregate
	s	general aggregate

*NOTE: The particular policy to which this endorsement applies may not include all coverages listed.

#### SPECIAL PROVISIONS

1. 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.

2. OTHER (Specify): Premium \$ Adjust on audit Expiration Date 1-1-74 Effective Date 1-15-73 LIBERTY MUTUAL INSURANCE COMPANY LG1-121-010461-183R TD23 For attachment to Policy or Bond No. Audit Bosis 4 issued to Hopeman Brothers Inc. acm. Work Units 1 --Countersigned by ..... I -Authorized Representative ī. Issued ve 3-8-73 Sales Office and No. 202 End. Serial No. 21 L-G 6002 (10/1/66) LC LG LM LO 'age 1 Printed in U.S.A.

# CCase 241-324287KLPDJNDoD66+41entFiled707780/241/12/12/47ef7077630124f115:Plag9ID#D49856 Exhibit(s) 41 Page 11 of 40

many or proved science films, they proved parts and the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the science of the

## MISCELLANEOUS CHANGE ENDORSEMENT (General Liability)

The policy declarations are amended by the changes entered below:

Change A - Policy Period: From

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То

Change B-Mail Address

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Location: (Enter same if same Location as above address)

Change C — Hazard(s)					Coverage (	Code: B.I.		
	Теп.	Premium Bases	Annua	l Rates		Advar	ce Premiums	
	Code			<b></b>				
Revised Rates	No.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage B
LA								
Operations	3457							
	3759							1
	5437							
Products	1203							
Revised LA Experies .16 Basic .72 Excess •— Deposit	nce Mođ	ification					100 EMAN	RECENTED
M — Minimum Premium							8707	
If Policy Period m On effective date of			ım is payable Anniversary ;		2nd Annive	rsary \$		
Adjustment of premium sl	hall be m	ade at Expiration	n 📑, Annual	, Semi-Ann	ual 门, Qua	rterly 🛄, M	fonthly, H	Flat Charge [
	£			[	Periodic Pa	yment \$		
Effective Date For attachment to B Audit Basis 4				-74 183R TD23			ISURANCE CO	
Work Units 1			Counters	igned by	20	de	mrai	
1 0 000	~	-			Au	thorized Represe	ntative	
L-G 600( (2/69)	6 Iss Printed in I	ued ve 3-8-73 U.S.A.	Sales Office	and No. 202	End. S	erial No. 2	20	

# CGase 241-32/4287KEPDJNDoD86441entFiled 07/30/241/12/12/12/12/430/24f 115: PlageID #De857 Exhibit(s) 41 Page 12 of 40

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

والمراجبة المرور المادية ويعرفهم وينع ويتعاريه والمراجب والمتارية والمراجب والمرجب والمرجع والمحروق والمراجع

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COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

#### INCIDENTAL MALPRACTICE ENDORSEMENT

### It is agreed that:

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and the second second second second second second second second second second second second second second second

- 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.

	Adding Schedule - Code 03015					
	No.	Rate	Premium			
Physicians Dentists Nurses	1					
		Total P	remium \$			

Dester Caladale Cala Atom

Effective Date	ed on Dec	Expiration Date	LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy Audit Basis Issued to	or Bond No.	LG1-121-010461-183R	Buc E. Bornen Trans L. Taunell
Wort Units I —		Countersigned by	Authorized Representative
L-G 2044	Issued	Sales Office and No.	End. Serial No. 10

Sales Office and No.

MB Adv. 002 (1-1-73)

ST. PIERRE (HBI) -578

19

End. Serial No.

# CGase 244-32/4287KEPDJNDoD866411entFiled7077780/241/12/12/12/02/ere@207630824f 115: PlageID#D48688 Exhibit(s) 41 Page 13 of 40

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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 For attachment to Pol Audit Basis Issued to	licy or Bond No.	Expiration Date LG1-121-010461-183R	Buc E. Some	INSURANCE COMPANY Thank L. Taumell
<u>Work Units I —</u>		Countersigned by	Authorized Repri	isentatíva
	Issued	Sales Office and No.	End. Serial No.	18
<b>ISO G521</b> (1–1–73)	trining U.S.A.			

# C6ase 241-32/4287KLPDJNDoD86+41entFiled 07/30/241/12/12/12/12/430/230424f 115: Plag9ID#D48659 Exhibit(s) 41 Page 14 of 40

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

40 1

1014a f

Countersigned by_

Countersigned by....

AUTHORIZED REPRESENTATIVE

Effective Date

AUTHORIZED REPRESENTATIVE **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.

# C6ase 244-324287KEPJNDoD86e41entFiled707780/241/1E/12ere@ag#30524f145:Plag9ID#D&860 Exhibit(s) 41 Page 15 of 40

#### 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:

- 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;

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- (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 \$					E LIBERTY M	UTUAL INSU	RANCE COMPANY
Effective D	late	<del>-</del> · · ·	Expiration Date			UTUAL FIRE	TNSURANCE COMPANY
		Bond No.	LG1-121-010461-	183R	1.	1	Junh L. Taunell
Audit Basi	5				1014a E.	Dosucar .	Trank L. Taurell
issued to						Second Second	Present
Work Units 1	=		_				
			Counte	ersigned by		Authorized Repre	
						Authorized Kepre	Senighve
2271	Printed in U.S.A.	Issued	Sales Offic	e and No.	End	. Serial No.	16

# C6ase 241-32/4287KLPDJNDoD86+41entFiled 07/30/241/12/12/12/12/07/30/24f 115: Plag9ID#D4861 Exhibit(s) 41 Page 16 of 40

# **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 WC1-121-010461-173

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Tarwel Presiden PRESIDENT

SECRETARY

Effective Date Expiration Date Audit Basis For attachment to Policy No. 1G1-121-010461-183

Issued

Issued to

Countersigned by.....

AUTHORIZED REPRESENTATIVE

2212 (12-1-56)

Sales Office and No.

End. Serial No. 15

# C6ase 244-32/4287KEPDJNDoD86u41entFiled707/30/241/12/12/12/dere@007/630724f 115: Plag0ID#D&862 Exhibit(s) 41 Page 17 of 40

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#### TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S PLAN OF OPERATION (General Liebility 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	LIBERTY MUTUAL	INSURANCE COMPANY
For attachment to Policy or Bond No. Audit Basis Issued to	LG1-121-010461-183R	Bur E. Dorman .	Trank L. Taunell
Work Units 1	Countersigned by	Authorized Repre	csentetivo
Issued	Sales Office and No.	End. Serial No.	14
L-G 5025 Primer USA			

# C6ase 244-32/4287KEPDJNDoD866411entFiled707780/241/12/12/12/02/ef 007/30824f 115: P1ag0ID#D4863 Exhibit(s) 41 Page 18 of 40

#### PREMIUM DISCOUNT ENDORSEMENT - TEXAS (General Liebility 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:

- Texes 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 Promium 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 - Texes.

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- (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 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, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability 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.

TABLE	ÔF	TEXAS	PREMIUM	DISCOUNT	PERCENTAGES

#### (General Liebility)

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Totai Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage 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, <del>561</del>	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 frimed

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### CEase 241-32/42/87/K/LPDJNDoD86:441entFiled/07/780/241/12/12/12/02/ef 45: Plag91D#D6864 Exhibit(s) 41 Page 19 of 40

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas Ceneral Liability Standard Premium	Total Standard Premium (See Note)	Prenium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1) \$ 8,692 8,858 9,030 9,208 9,394	(2) 10.0% 10.1 10.2 10.3 10.4	(1) \$25,136 26,572 28,182 30,000 30,325	(2) 13.5% 13.6 13.7 13.8 13.9	(1) \$45,610 46,364 47,143 47,949 48,783	(2) 17.0% 17.1 17.2 17.3 17.4	(1) \$105,850 110,000 114,490 119,362 124,667	(2) 20.5% 20.6 20.7 20.8 20.9
9,588 9,790 10,000 10,220 10,450	10.5 10.6 10.7 10.8 10.9	30,656 30,995 31,341 31,695 32,058	14.0 14.1 14.2 14.3 14.4	49,647 50,541 51,468 52,430 53,429	17.5 17.6 17.7 17.8 17.9	130,466 136,830 143,847 151,622 160,286	21.0 21.1 21.2 21.3 21.4
10,690 10,942 11,205 11,482 11,773	11.0 11.1 11.2 11.3 11.4	32,428 32,808 33,196 33,593 34,000	14.5 14.6 14.7 14.8 14.9	54,467 55,545 56,667 57,836 59,053	18.0 18.1 18.2 18.3 18.4	170,000 180,968 193,449 207,778 224,400	21.5 21.6 21.7 21.8 21.9
12,078 12,400 12,740 13,099 13,479	11.5 11.6 11.7 11.8 11.9	34,418 34,845 35,284 35,733 36,194	15.0 15.1 15.2 15.3 15.4	60,323 61,649 63,034 64,483 66,000	18.5 18.6 18.7 18.8 18.9	243,913 267,143 295,263 330,000 374,000	22.0 22.1 22.2 22.3 22.3 22.4
13,881 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5 •
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,788 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9		
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 20.3 20.4		

### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES --- Continued

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

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Premium \$ Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-183R Audit Basis Issued to -

Issued

LIBERTY MUTUAL INSURANCE COMPANY

Bua & Dooma ℤ _ Ina

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Work Units I —

Sales Office and No.

End. Serial No. 13

Form L-G-5023 (Texas) (10/1/69) LC LG LM LD Page 2 franker USA

### Cease 244-32/4287KLPDJNDoD86+41entFiled/07/30/241/12/12/12/07/6320/24f 115: PlageID#D#D#865 Exhibit(s) 41 Page 20 of 40

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

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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):

- 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 \$			LIBERTY MUTUAL INSURANCE COMPANY
Effective Date			Buc & Bornen Trank L Taunell_
Expiration Date			Samar
Audit Basis			
For attachment			
to Policy No.	LG1-121-010461-183R		
issued to			
		Countersigned by	
CT.1.5			Authorized Representative
G513 LF LG LO LM (10/1/66)	LX Issued		Endorsement No. 12

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### Exhibit(s) 41 Page 21 of 40

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ACTION AGAINST COMPANY AMENDMENT (Messechusetts) .

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

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- Trank L. Taunell

For attachment to Policy No. LG1-121-010461-183R Issued to

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Countersigned by .....

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66 налтер IN 4.2.5

ST. PIERRE (HBI) -587

Endorsement 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	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

PRESIDENT

SECRETARY

Countersigned by

AUTHORIZED REPRESENTATIVE

652 Louisiana 

Effective Date **Expiration Date** 

Audit Basis For attachment

Issued to

Issued

to Policy No. LG1-121-010461-183R

Sales Office and No.

End. Serial No. 10

### C6ase 241-32/4287KLPDJNDoD86+41entFiled 07/30/241/12/12/12/12/930824f 115: PlageID#D4868 Exhibit(s) 41 Page 23 of 40

وحجوما عاخفه الارجا فملحا يستناعا الالواد المارية الجووق

### **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:

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Amendatory Endorsement	102	No. 17

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Trank L. Farwell PRESIDEN SECRETARY

------AUTHORIZED REPRESENTATIVE

Countersigned by .....

Sales Office and No.

End. Serial No. 10

Effective Date Expiration Date Audit Basis

For attachment to Policy No. LG1-121-010461-183R

Issued to

652 Louisiana 

Issued

### C6ase 244-324287KCPDJNDoD66+41entFiled707/36/241/1E/12eref2 a7/32/4287KCPDJNDoD66+41entFiled707/36/241/1E/12eref2 a7/432/424f 115:1PlageID#D4869 Exhibit(s) 41 Page 24 of 40

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#### 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 herain, agrees with the semed 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 domeges because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking dameges 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.

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;

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- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the nomed 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 flability of the company for all demoges 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 flability stated in the schedule as "each person oggregate." Subject to the above provision respecting "each person oggregate," the total limit of the company's liability under this coverage for all demoges shall not exceed the limit of personal injury liability stated in the schedule as "general oggregate."

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 nemed 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

"demages" 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, molicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property domege,"

	Schedule		
Limits of Liebility	\$ \$	500,000 500,000	each person oggregate general aggregate
Insured's Participation Flat Charge		0	per cent
The provisions of this en		only with	respect to:

Premium \$ Included on De	eclaration	
Effective Date	Expiration Date	LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy or Bond 1	No. LG1-121-010461-183R	
Audit Basis		Buc & Dorman Thank L. Tarall
Issued to		James Tames

Work Units 1-

U.S.A.

		Countersigned by	Authorized Repre	sestative
L-G2037 (1/1/73) LC LG LM LO	Issued	Sales Office and No.	End. Serial No.	9

ST. PIERRE (HBI) -590

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### C6ase 241-32/4287KLPDJNDoD86+41entFiled 07/30/241/12/12/12/12/67ef 07/30/24f 15: Plag0ID #D6870 Exhibit(s) 41 Page 25 of 40

### WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

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Flat Charge

This endorsement is executed by the company below designated by an entry in the box opposite its name. ELIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPA

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Countersigned by.

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AUTHORIZED REPRESENTATIVE

Effective Date

AUTHORIZED REPRESENTATIVE

Countersigned by ....

Audit Basis

Expiration Date

Premium \$ Included on Declaration For attachment to Policy or Bond No. LG1-121-010461-183R

> Endorsement Serial No. 8

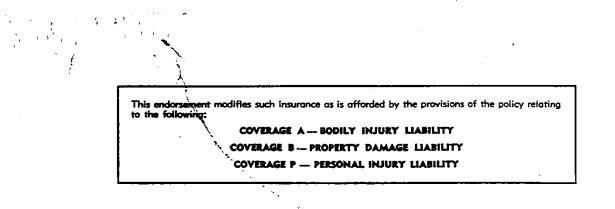
Work Units 1 -

Issued to

Issued

Sales Office & No.

### C6ase 241-32/4287KEPDJNDoD86+41entF71e0707730/241/12/12/12/ere8 07/432624f 115: Plag91D#D4871 Exhibit(s) 41 Page 26 of 40



#### FOREIGN COVERAGE ENDORSEMENT

#### It is ogreed that:

#### 1. 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.

#### 111. 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

Premium \$

Effective Date Expiration Date Audit Besis For attachment to Policy No. LG1-121-010461-183R

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

hand Z. SECRETART

L-G2001 (10/1/66) LC LG LM LO Sector Sector

Countersigned by ......

Endorsement No. 7

### C6ase224-32/4287KLPDJNDoD66+41entFiled707/30/241/1E/12ere8a7432724f15:Phg9ID#D4872 Exhibit(s) 41 Page 27 of 40

فالاحوار فالمحاج والمحاجبة المتحار فرته والمرف فسيتم الروحات والاحتمار والمتعا وسيتري

### DEDUCTIBLE CARE, CUSTODY AND CONTROL COVERAGE

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It is agreed that exclusion (K) of the policy jacket is amended to read as follows:

To Property Damage to

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- (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 propert 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 liabile 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, negotitate 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

Countersigned by .....

Buc & Soormen Trank L. Tawall

Burg & Doorman Trank L. Tarmell

Countersigned by____

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

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Effective Date Audit Basis Premium \$ Included on Declaration

Expiration Date

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For attachment to Policy or Bond No. LG1-121-010461-183R Issued to

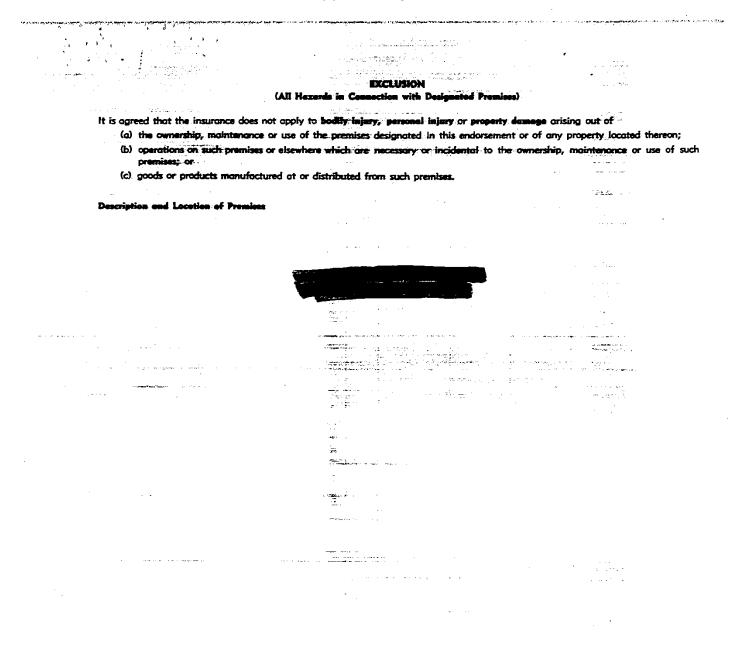
Endorsement Serial No.

Work Units 1-

Issued

Sales Office & No.

### C6ase 241-32/4287KEPDJNDoD66u41entF7led707/30/241/12/12/12/12/ere@ 07/30/24f 115: Plag9ID De673 Exhibit(s) 41 Page 28 of 40



LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Fau A D

President

SECRETARY

G301 (10/1/66) LC LG LM USA

Effective Date

Expiration Date

For attachment

Issued to

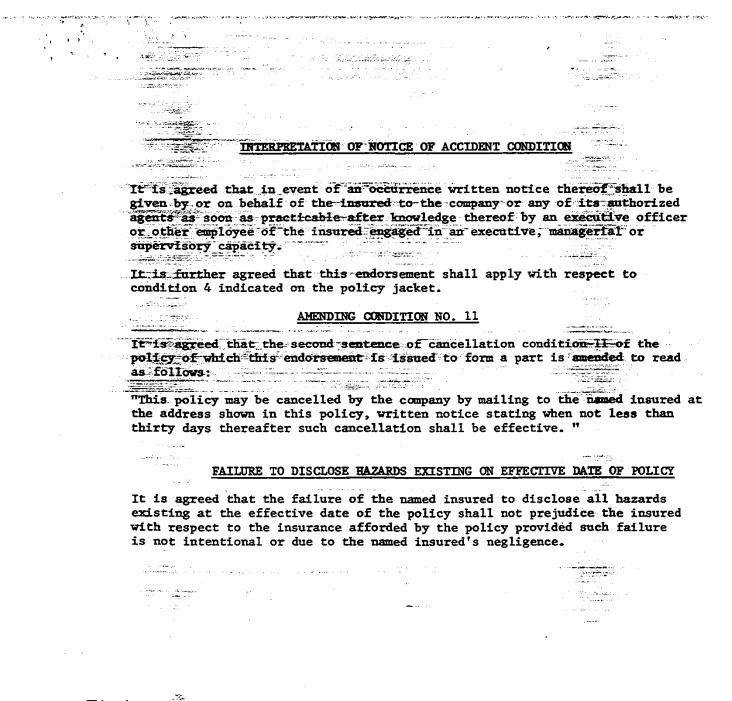
to Policy No. LG1-121-010461-183R

Countersigned by_

Authorized Representative

Endorsement No. 5

### C6ase 244-32/4287KCPDJNDoD666441entFiled707780/241/1E/12eref8ag/d30924f195:Plag9ID#D4874 Exhibit(s) 41 Page 29 of 40



This endorsement if executed by the company below designated by an entry in the box opposite its name. I LIBERTY MUTUAL INSURANCE COMPANY

Dorman Trank L. Tau

Aug & Bornan Trank L. Jac

Countersigned by__

Countersigned by_____

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis AUTHORIZED REPRESENTATIVE Expiration Date

Premium \$

For attachment to Policy or Bond No. LG1-121-010461-183R Issued to

Endorsement Serial No. 4

Work Upits 1-

Issued

Sales Office & No.

### C6ase 244-324287KLPDJNDoD86641entFiled7077804241/1Extere8ag438024f145:Plag9ID#D48675 Exhibit(s) 41 Page 30 of 40

#### 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 nemed insured as follows:

#### 1. COVERAGE P PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured oil sums which the insured shall become legally obligated to pay as demoges because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking demoges an 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 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;

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(b) breach of contract or agreement;

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(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination which is unlowful 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

"demages" 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 Lisbility	\$	500,000	each person aggregate
	\$	500,000	general aggregate

Insured's Participation

Premium \$ Included on Declaration

22½% of Operations B.I. Premium

For attachment to Policy or Band No. LG1-121-010461-183R

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY

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#### Work Units 1-

Effective Date

Audit Basis Issued to

Countersigned by .....

Sales Office and No.

End, Serial No.

L-G2037 (1/1/73) issued LC LG LM LO Trigger USA

ST. PIERRE (HBI) -596

Authorized Representative

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### C6ase 244-324287KEPDJNDoD86641entFiled707780/241/12/12eref203763012af 115: PlageID#D4876 Exhibit(s) 41 Page 31 of 40

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This endersoment modifies such insurance as is afforded by the provisions of the policy relating to the following:

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COVERAGE A - BODILY INJURY LIABILITY COVERAGE B - PROPERTY DAMAGE LIABILITY

# CONTRACTUAL LIABILITY INSURANCE

#### (AE Written Contracts Except Incidental Contracts)

It is agreed that:

#### I. CONTRACTUAL LIABILITY

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> Coverages A and B also apply to liability assumed by the nemed 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 nemed insured is required to defend by the specific terms of an insured contract, but only to the some 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 demage 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 demage 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 demage.
- (3) to any agreement (a) to pay for property demage 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 badily injury or property demage 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 badily 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 indemnity the indemnitee with respect to badily 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 demage 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 Damoge 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 demage for which liability is assumed under all issured 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 issured.

L-G2045 (1/1/73) LC LG LM LO Poge 1 of 2 .

### C6ase 241-32/4287KEPDJNDoD66u41entFiled 07/30/241/12/12/12/12/12/12/12/24/145: Plag9ID #D4877 Exhibit(s) 41 Page 32 of 40

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Premium s---Included on Schedule Effective Date Expiration Date LIBERTY MUTUAL INSURANCE COMPANY For attachment to Policy or Band No. LG1-121-010461-183R Bana & Bornan Thank L. Tacuell Audit Basis Issued to Work Units I ---Countersigned by ...... ......

1-L-G2045 (1/1/73) LC LG LM LO Page 2 of 2

Issued

Sales Office and No.

End. Serial No. 2

Printed in U.S.A.

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### C6ase 241-32/4287KEPDJNDoD66+41entF71ed707780/241/12/12/12/ere@agr/38824f145:Plag0ID#D48878 Exhibit(s) 41 Page 33 of 40

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LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPA Iran 1014a E Countersigned by-Countersigned by.

AUTHORIZED REPRESENTATIVE Expiration Date

LG1-121-010461-183R

AUTHORIZED REPRISENTATIVE

Effective Date

Audit Basis Premium \$ For attachment to Policy or Bond No. Issued to

> Endorsement Serial No. 1

Work Units 1 -

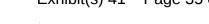
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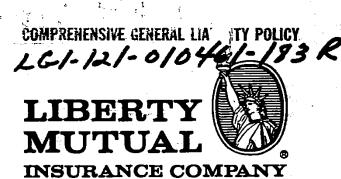
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### CEase 241-32/4287KLPDJNDoD86+41entFiled707/780/241/1E/nteref?07/438/424f 115: Plag9ID#D#26879 Exhibit(s) 41 Page 34 of 40

s. ). , 15. 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: 101-121-010461-1832 Name of Policyholder: Address: Sec. Countersigned by mpany | 1.25 ء' <u>د</u> 17.2 ÷ 190 Alabama (State) Sales Office. 3 + 1-3 1710 115.4 Countersigned by of Liberty Mutual Insurance Company) Pennsylvania Sales Office. (State) 1710 Printed in U.S.A. LG1-121-010401-10or ..... --Policy Number: Name of Policyholder: Address: (ompany) dent Agent of Liberty Mutual Insurance Countersigned by (Re Seate) Sales Office. 1710 Printed in U.S.A.

### C6ase2241-32/4287KLPDJ1DoD866441entFiled707/780/241/1E/12ere827/438524f152Pag9ID7De860 Exhibit(s) 41 Page 35 of 40





#### **Home Office: Boston**

FOR PROMPT INSURANCE SERVICE --- CALL YOUR SERVICE OFFICE

#### THIS POLI 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 an its chome office, Boston. Massachusette on the second Wednesday of April in each year, at elevery o'clock in the morning. at eleven 8¹⁹⁷³

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(A mutual insurance company, herein called the company)

nd subject to alk In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part here of the terms of this policy, agrees with the named insured as follows:

COVERAGE A BODILY INJURY LIABILITY

#### COVERAGE B-PROPERTY DAMAGE LIABILITY

will pay on behalf of the insured all sums which The company 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 com-pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or prop-erty damage, even if any of the allegations of the suit are ground-less, 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

(1/1/73)

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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 samed 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
  - any other automobile or aircraft operated by any person (2) 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 ()) 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 owner-ship, maintenance, operation, use, loading or unloading of
  - any watercraft owned or operated by or rented or loaned (1)to any insured, or
  - any other watercraft operated by any person in the (2)course of his employment by any insured;

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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 dis-charge, 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, dis-persal, 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;

- 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;
- 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-doesnot 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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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;

to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

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- (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 per-formed 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
- to property damage to the manuel insured a products arising 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 {o}
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured is 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 form use heraus of any location superstand defact. or from use because of any known or suspected defect or deficiency therein.

#### SUPPLEMENTARY PAYMENTS П

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, pre-miums 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 method bad bad and the applicable limit of the traffic law \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- expenses incurred by the insured for first aid to others at the (c)time of an accident, for bodily injury to which this policy applies;
- reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or de-(d) fense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### PERSONS INSURED Ш

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;
- if the named insured is designated in the declarations as other (c) 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

PAGE 2

. . .

- (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

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(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 organ-ization 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 oganization 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 injuty or property damare 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 bedily layery or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company stillability 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 estations 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 "agreeate". 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 ex-ceed 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 'aggregrate'':

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a 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 in-cluded 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 liabil-ity 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.... -1-1

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Coverages A and B—For the purpose of determining the limit of the company's liability, all bodity 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 oscurrence.

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#### 7 POLICY TERRITORY

This policy applies only to bodily injury or property damage which occurs within the policy territory.

### VT 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 specifices "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 selfpropelled, (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-intransit 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 company shall return to the named insured the uncarned period at the company shall return to the named insured the uncarned period period by the named insured.

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.

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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.

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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.

#### 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.

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'a 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.

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 andcollectible 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 a 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 a foresaid 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 prorata. 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.

Duce E. Doorman

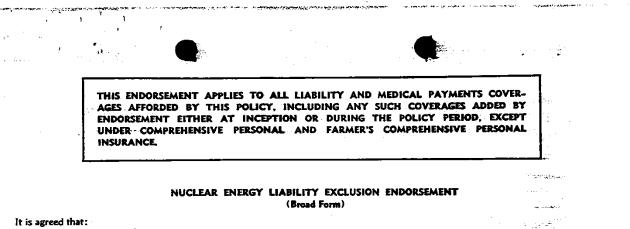
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PAGE 4 (See Page 5)

Trank L. Farwell

PRESIDENT

### C6ase224-32/4287KLPDJNDoD66+41entFiled707/30/241/1E/12ere8a7/30924f15:Phg9ID#D4864 Exhibit(s) 41 Page 39 of 40



#### 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 opera-tion 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, trans-ported 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:

"wasts" 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 con-tain 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

Qua E. Dooman

Trank L. Farmell PRESIDENT

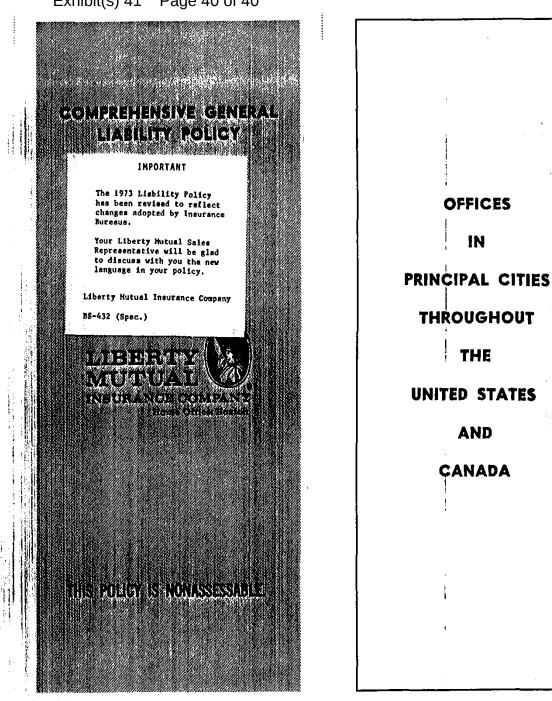
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### CGase 244-32/4287KZPDJNDoD86+41entFiled707/80/241/12/12/dere@307/230/24f 115: P1ag0ID#D4865 Exhibit(s) 41 Page 40 of 40

Days	Per Cent of	Days	Per Ceni of
Policy In Force	One Year Premium	Policy In Force	One Year Premium
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	6	157-160 161-164 165-167 168-171 172-175 176-178	
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9-10	8 9 10 11	172-175	58
	11 12	176-178 179-182 (	6 mos.) 60
15- 16	13	176-178 179-182 ( 188-187 188-191	61
	14 15	188-191	62
21- 22	16	192-196 197-200	64
23- 25 26- 29	17	201-205 206-209	66
30- 32 (1	mo.) 19	210-214 ( 215-218 219-228	7 mos.) 67
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	Named Insured Hopen	33	NY	202	Sullivan	24 13531	2 37
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						PHENICER,	NI 10041 .
	The named insured is:	•		p [], Corporat	son $[\mathbf{x}]$ , Other $[$ _		<u></u>
	Business of named insur	ed is: Cor		Ycar	Жо,	Day Year	
em 2.	Policy Period: From 12:01 A	1	1	74 to	-	1 75	
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em 3.	The insurance afforded	is only w	ith respect to s	uch of the follo	wing Coverages 23	are indicated by	specific premium
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	cov	'ERAGES	·····	LIMIT	rs of liability	ADVAN	CE PREMIUMS
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Item 4. Declarations - Schedule -

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General Liability Hazards PREMIUM BASE RATES ADVANCE PREMIUMS Per \$1,000 BODILY INJURY LIADILITY PROPERTY DAMAG CLASSIFICATION AND LOCATIONS BODILY INTONY LIABILITY PROPERTY DAMAGE LIABILITY Sales All Operations of the Named Insured 15050 Deposit M - Minimum Premium LG1-121-010461-184R GPO 2758 Printed in U.S.A. Hopeman Brothers Inc. Page 1

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#### Item 4. Declarations — Schedule — General Liability Hazards

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Item 4. Declarations — Schedule — General Liability Hazards

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#### Item 4. Declarations — Schedule — General Liability Hazards

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Item 4. Declarations — Schedule — General Liability Hazards

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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 <b>S</b> Effective Date 1-1-74	Expiration	Date 1-1-75		AL INSURANCE COMP AL FIRE INSURANCE	
For attachment to Policy of Audit_Basis _ 4	Bond No. LG1-121-	010461-184R TD	33 Burg & Loom	Malini 6	, buddan
Work Units 1 -	others Inc.			Warmon	· •( \$106 NT
_		Countersigned by	Autho	onzed Representative	
I,	ssued lc 12-19-74	Sales Office and No.	202 End. Seria	al No. 34	

Form 102

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#### 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

Premum \$		G LIBERTY MUTUAL INSURANCE COMPANY
Effective Date 10-7-74	Expiration Date 1-1-75	D LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Bond No. Audit Basis - 4	LG1-121-010461-184R TD	
Issuent to Hopeman Brothers	Inc.	Bur & Boomen Mile & Budden
Work Dorpet		
	Countersigned by	Authorized Representative
issued lc	10-30-74 Sales Office and No	202 End Serial No. 33

Form 102

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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:

All of the exclusions of the policy are deleted and replaced by the 1. 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 why other limit of liability stated in the policy.

Description of Property	imit of ability		Rate (per \$100 of Limit)	Premium
all non owned premises occupied by the named insured	\$ 50,000	each	occurrence	included ir 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 CELIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE I COMP

'ar

Countersigned by

Countersigned by _____

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE Effective Date 1-1-74 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.

Expiration Date 1-1-75

Endorsement Serial No. 32

G209

Work Units | --

Issued 10-16-74 rms Sales Office & No. 202

### CGase 244-32/4287KEPDJNDoD86u42entFile3807/30/241/12/12/12/12/02/4530024f 155: PlageID 1D 12/26805 Exhibit(s) 42 Page 10 of 50

#### AMENDATORY ENDORSEMENT

It is agreed that Name of Insured Endorsement No. 1 is amended

to include the following:

This endorsement is executed by the company below designated by an entry in the box opposite its name. In LIBERTY MUTUAL INSURANCE COMPANY TO LIBERTY MUTUAL FIRE INSURANCE COM-

Expirati Date

1014a E. L a

Countersigned by Fifective Date 4-1-74 Audit Basis 4 Premium 8 For atta buyer to Poly a set

10uu E

Countersigned by AUTHORIZED REPROSENTATIVE

For attachment to Policy or Bond No. LGL-12L-010461-184R TD33 Issued to Hopeman Brothers, Inc.

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 31

Week House I -

Issued so 7-2-74 Siles 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 cancelation or reduction has been mailed to

Name

ib

Corporation

Address

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  $0_{T_{i-1}}$ 

8 LIBERTY MUTUAL INSURANCE COMPANY

Countersigned by

AUTHORIZED REPRESENTATIVE

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Buen E. Doorman Than

For attachment to Policy No. LG1-121-010461-184R TD33 Effective date 4-1-74 Audit Basis 4

Issued to Hopeman Brothers, Inc.

Issued sc 7-2-74 Endorsement Serial No. 30 Sales Office 202

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### CGase 244-32/4287KEPDJNDoD866442entFile3807/30/241/12/12/12/12/02/ef 207/430/224f 155: PlageID #De807 Exhibit(s) 42 Page 12 of 50

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

v Ct

Corporation Dr. PA

#### Applicable Location

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. LG1-121-010461-184R TD33 Audit Basis 4 issued to Hopeman Brothers, Inc.

Work Units 1

Countersigned by ...

Issued SC 7-2-74 Sales Office and No. 202

Authorized Representative End. Serial No. 29

L-G1001 LC LG LM LO (10/1/66)

### C6ase 241-32/4287KEPDJNDoD86+442entF71ec8077/30/241/12/12/12/ere@ 07/30824f 55: Plag91D#D&808 Exhibit(s) 42 Page 13 of 50

#### PREMIUM DISCOUNT ENDORSEMENT

#### (Automobile and General Llability 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:

- 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 retro-1. spective 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.
- The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan. з.
- 4. The provisions of this endorsement also apply with respect to the policies designated below:

#### POLICY NUMBERS

AE1-121-010461-164

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premiuin \$ CLIBERTY MUTUAL INSURANCE COMPANY **Effective Date Expiration** Date LIBERTY MUTUAL FIRE INSURANCE COMPANY For attachment to Policy or Band No. LG1-121-010461-184R Audit Basis Issued to Work Units 2 -Countersigned by ..... Authorized Representative 2280 R1 12/1/73 Sales Office and No. Issued End. Serial No.

ST. PIERRE (HBI) -638

28

ESTIMATED STANDARD PREMIUM

(Hopeman Brothers Inc.)

### CGase 244-32/4287KEPDJNDoD866442entFile38077804241/12/12/12/12/02/ere@307/43D424f 55: PlageID #De869 Exhibit(s) 42 Page 14 of 50

This endorsement modifies such insurance as is attanded 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 ogreed that:

I. All premiums for this policy shall be computed on the following basis:

Per \$1,000 Sales

 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 roted 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 \$ Elfective Date Expiration Date Audit Basis For attachment to Policy No. LG1-Issued to

LG1-121-010461-184R

Trank L. Tarwell PRESIDENT BULL &. Soorman

SECRETARY

L-G6003 (10-1-66)

Countersigned by._____

Endorsement Serial No. 27

### C6ase 244-32/4287KEPJNDoD86642entFile3807780/241/12/12/12/02/ere@ag/e30524f 55: PlageID#D#D#06900 Exhibit(s) 42 Page 15 of 50

### 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.

Countersigned by ..... Countersigned by... AUTHORIZED REPRESENTATIVE 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 Issued Sales Office & No. Work Units 1 -L-G 5026 (7-1-73)

### C6ase 244-32/4287KEPJNDoD86642entFile3807/30/241/12/12/12/02/ere@ag/e30624f 55: PlageID#D#D#06901 Exhibit(s) 42 Page 16 of 50

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4

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	LIBERTY MUTUAL	INSURANCE COMPANY
For attachment to Policy o	E Bond No LG1-121	-010461-184R		
Audit Basis		A	11. A Dreaman	Frank L. Sawell
Issued to		/04		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
Work Units 1 -		Countersigned by	Authorized Rep	resentativo
	Issued	Sales Office and No.	End. Serial No.	25
<b>ISO G521 ED1</b> (1-1-73)	Friend M USA			

### C6ase 244-32/4287KEPDJNDoD86642entFile3807780/241/12/12/12/12/930724f 55: Plag9ID#D496902 Exhibit(s) 42 Page 17 of 50

### 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 S		Si LiB
Effective Date	Expiration Date	ិភ្នំ បទ
For attachment to Policy or Bond No.	LG1-121-010461-184R	
Audit Basis		10
Issued to		,.

SERTY MUTUAL INSURANCE COMPANY BERTY MUTUAL FIRE INSURANCE COMPANY

Much & Bornan Frank L.

Work Units 1	· · ·			
		Countersigned by	Authorized Repr	osentotive
<b>ISO-G525</b> (5-1-73)	issued	Sales Office and No.	End. Serial No.	,

### C6ase 244-32/4287KEPJNDoD86642entFile3807780/241/12/12/12/12/62/930824f 55: Plag91D4D496903 Exhibit(s) 42 Page 18 of 50

#### 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.

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- (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 opplicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the overage 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 soid 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.

#### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

#### (General Liability)

Totai Standard Premium (Sea Note)	Premium Discount Per- centage Applicable to Teass General I: Liability Standard I: Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Taxas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage 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 1,261 1,283 1,305 1,328	1.5 1.6 1.7 1.8	2,113 2,174 2,239 2,308 2,381	4.0 4.1 4.2 4.3 4:4	5,255 5,315 5,376 5,439 5 <del>,5</del> 03	6.5 6.6 6.7 6.8 6.9	7,323 7,440 7,561 7,686 7,816	9.0 9.1 9.2 9.3 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 Poge 1 Finited USA

# C6ase 244-324287KEPDJNDoD666442entFile3807780/241/1E/12ere@037630924f 55: Plag9ID De904 Exhibit(s) 42 Page 19 of 50

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Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Slandard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Promium
(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 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,788 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9		
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 20.4		

### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES --- Continued

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 Premlum ٥ Premium \$ Effective Date Expiration Date LIBERTY MUTUAL INSURANCE COMPANY For attachment to Policy or Bond No. LGI-121-010461-184R Audit Basis ℳ _ Ja h L. Sau issued to --- ----Work Units 1 Countersigned by ...... Issued Sales Office and No. End. Serial No. 23 Form L-G-5023 (Texas) (10/1/69) LC LG LM LO Poge 2 Printed USA

### C6ase 244-324287KEPDJNDoD666442entFile3807780/241/1E/12ere@037632024f 55: Plag0ID De965 Exhibit(s) 42 Page 20 of 50

### 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 \$		G LIBERTY	MUTUAL INSURAN	NCE COMPANY	
Efrective Date	Expiration Date	LIBERTY	MUTUAL FIRE INS	SURANCE COMPANY	
For attachment to Policy or Bond No. Audit Bosis Issued to	LG1-121-010461-184R	Bua	E. Some In	and L. Taurell	-

Work Units 1 ---

(8-2-70)

MB A0002/G503

Issued

Countersigned by.....

Sales Office and No.

End. Serial No. 22

ST. PIERRE (HBI) -645

### C6ase 244-32/4287KEPDJNDoD86642entFile3807780/241/1E/12ere@ag/e32012af 55: PlageID#De906 Exhibit(s) 42 Page 21 of 50

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. (Chopter 346, Acts of 1925):

- 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 badily 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	-	LIBERTY MUTUAL INSURANCE COMPANY Bue E. Dosume Jank L. Jacuell
· · · · · · · · · · · · · · · · · · ·	LG1-121-010461-184R	
Issued to		
G513		Countersigned by
LF LG LO LM L (10/1/66)	X Issued	Endorsement No. 21

### C6ase 244-324287KEPDJNDoD666442entFile3807780/241/1E/12ere@037630724f 55: Plag0ID De907 Exhibit(s) 42 Page 22 of 50

### ACTION AGAINST COMPANY AMENDMENT (Mossochusetta)

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

For attachment to Policy No. LG1-121-010461-184R Issued to

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66

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Countersigned by .....

Authorized Reprosentative

Endorsement No. 20

C6ase 244-32/4287KLPDJNDoD66+442entFile0807780/241/1E/12ere@007630824f 55: PlageID#D6908 Exhibit(s) 42 Page 23 of 50

> 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:

 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	Limit of	Rate	Premium
of Property	Liability	(per \$100 of Limit)	
Indicated below	\$ 50,000 ead	ch occurrence	

The provisions of this endorsement are only applicable to the following:

1)		VA	
2)			VA

□ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Countersigned by Effective Date

AUTHORIZED REPRESENTATIVE Expiration Date

Countersigned by AL PHORIZED REPRESENTATIVE

Audit Basis Premium S Included in Composite Rates For attachment to Policy or Bond No. LG1-121-010461-184R Issued to

Issued

Endorsement Serial No. 19

G209 <u>Work Units 1</u> --

Sales Office & No.

### Exhibit(s) 42 Page 24 of 50

Amendatory Endorsement

It is agreed that Exclusion (h) is hereby

**ن** : '

eliminated from the policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name. P LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPA

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Countersigned by.

AUTHORIZED REPRESENTATIVE

Expiration Date

AUTHORIZED REPRESENTATIVE

Effective 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 1 -

Issued

Sales Office & No.

Countersigned by...

### C6ase 244-324287KEPJNDoD66642entFile38077804241/1Extere@ag432624f 55:PlageID#De960 Exhibit(s) 42 Page 25 of 50

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

Сочетаде	Amount and Basis of	Deductible
Bodily Injury Liability	\$ per c	laim
	\$ 500 per o	ccurrence
Property Damage Liability	\$ per ei	laim
	\$ 500 per o	ccurrence

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 **e** 

Premium \$ Included in Composite Rates Effective Date - Expiration Date For attachment to Policy or Bond No. LG1-121-010461-184R Audit Basis Issued to

issued

-LIBERTY MUTUAL INSURANCE COMPANY

Our & Dormen Sand L. Jawell

Work Units 1-

Countersigned by Authorized Representative

G604 (1/1/73) LC LG LO LM

Sales Office and No. Page 1 of 1 End. Serial No. 17

### C6ase 244-324287KEPDJNDoD666442entFile3807780/241/1Entere@037632624f 55: Plag0ID#De961 Exhibit(s) 42 Page 26 of 50

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:

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- The definition of "bodily injury" is omended 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.

	No.	Rate	Premium	
Phys	sicians			
Den	hists			
Nur	ses l			
	•	· 1	oto) Premium \$	
				÷
Premium \$	Included in Compos	site Rates		
Effective Date		xpiration Date	LIBERTY MUTUAL	INSURANCE COMPANY
For attachmen. Audit Basis	Lio Policy or Bond No U	G1-121-010461-184 R	Bur E. Dooman .	£ 11 × 11
Issued to			1044 6. Norman	Mant L. Clerell
Work Units I -				
		Countersigned by		
6 0044			Authorized Repre	
<b>G 2044</b> 11B Adv. 002	issued	Sales Office and No.	End. Serial No.	16

### C6ase 244-32/4287KEPDJNDoD86+442entFile0807780/241/1E/12ere8037432724f 55: Plag9ID#D4962 Exhibit(s) 42 Page 27 of 50

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 cut 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 increal.

Premium \$ Included in Composite Rates Effective Date Expiration Date For attachment to Policy or Band No. LG1-121-010461-184R Audit Basis Issued to

Issued

LIBERTY MUTUAL INSURANCE COMPANY

Work Units 1 ---

Countersigned by .....

L-G1004 (1/1/73) LC LG LM LO 9 mm

Sales Office and No.

Authorized Representative End. Serial No. 15

### C6ase 244-32/4287KEPJIDoD666442entFile3807780/241/1E/12ere@ag/e30824f 55: PlageID#De963 Exhibit(s) 42 Page 28 of 50

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 ---- Broed Ferm)

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 purpuse 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 nomed 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.

ffective Date or attachment to Policy or Bond No	Expiration Date LG1-121-010461-184R	LIBERTY MUTUAL INSURANCE COMPANY
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	Countersigned by .	Authorized Representative
Issued	Sales Office and No.	End. Serial No. 14

G113 (10/1/66) LC LG LB

## 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

Janb L. Jaun Br. PRESIDENT SECRETARY

Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-18 4

Issued to

Countersigned by ..... 2212 AUTHORIZED REPRESENTATIVE (12-1-56) 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.

lotua E. D Trank L. Farmell

Aug & Doorman

Countersigned by.

Countersigned by___

Sales Office & No.

Expiration Date

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

For attachment to Policy or Bond No. LG1-121-010461-184R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 12

Work Units 1 -

Issued

ST. PIERRE (HBI) -655

### CGase 244-32/4287KEPDJNDoD86+42entF71etB07780/241/1E/12ereB 07/30124f E5: Plag91D De966 Exhibit(s) 42 Page 31 of 50

### 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	n	102
Deductible Care, Custody and Control Coverage		102

Control Coverage



LIBERTY MUTUAL INSURANCE COMPANY

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PRESIDENT

UI AI SECRETARY

Countersigned by. AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 11

Effective Date **Expiration Date** Audit Basis

For attachment ··-- ·--to Policy No. LG1-121-010461-184R

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### CGase 244-32/4287KEPDJNDoD86642entFile3807/30/241/12/12/12/12/67ef 007/630/24f 55: Plag0ID #De967 Exhibit(s) 42 Page 32 of 50

### **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

Pau χ. . PRESIDENT

SECRETARY

Countersigned by .....

AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 11

Effective Date Expiration Date Audit Basis

For attachment to Policy No. LG1-121-010461-184R

Issued to

652 Louisiana .....

Issued

#### 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 nemed 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 **demages** because of **personal injury**, and the company shall have the right and duty to defend any suit against the insured seeking **demages** 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 make 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;

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(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.

#### 11. 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 **nemed 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 - DIFINITIONS

"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 intragible property sustained by any organization as the result of false existion, malicious prosecution, libel, slander or deformation; 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 oggregate

Insured's Participation

per cent n

The provisions of this endorsement apply with respect to: Protective Company

Premium \$ Included in Composite Rates Effective Date **Expiration** Date For attachment to Policy or Bond No. LG1-121-010461-184R Audit Bosis issued to

LIBERTY MUTUAL INSURANCE COMPANY

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#### Work Units 1 -

Issued L-G 2050 R1 (1-1-LC -74) LG LM LO UŜA

Sales Office and No.

End. Serial No. 10

### Exhibit(s) 42 Page 34 of 50

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. R LIBERTY MUTUAL INSURANCE COMPANY 🗆 LÍBERTY MÚTUAL FIRE INSURANCE COMPAN

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Countersigned by...

AUTHORIZED REPRESENTATIVE Expiration Date Countersigned by_

AUTHORIZED REPRESENTATIVE

Effective 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.

### C6ase 244-32/4287KEPDJNDoD86642entFile3807/30/241/12/12/12/02/ere@037/638624f 55: PlageID#D@920 Exhibit(s) 42 Page 35 of 50

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B - PROPERTY DAMAGE LIABILITY COVERAGE P - PERSONAL INJURY LIABILITY

### FOREIGN COVERAGE ENDORSEMENT

#### It is agreed that:

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#### 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 twriteries 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>

#### 15192

Included in Composite Rates

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to Policy No. LG1-121-010461-184R

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

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Countersigned by .....

L-G2001 (10/1/66) LC LG LM LO

Premium \$

Issued to

Effective Date

Expiration Date Audit Basis For attachment

Endorsement No.

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#### 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:

- \$1,000 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 liabile 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
- The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotitate 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.

Orece E. Doorman

Countersigned by ....

- Countersigned by_

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

Expiration Date

Premium \$ Included in Composite Rates For attachment to Policy or Bond No. LG1-121-010461-184R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 7

Work Units 1 -

Issued

Sales Office & No.

### C6ase 241-32/4287KLPDJNDoD86+442entFile0807/30/241/12/12/12/12/930724f 155: Plag0ID#D4982 Exhibit(s) 42 Page 37 of 50

### EXCLUSION

#### (All Hexords in iction with Designated Pri

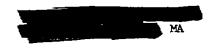
It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

(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

hand L. Tarwell

PRESIDENT

SECRETARY

**Effective Date Expiration** Date

For attochment to Policy No. LG1-121-010461-184R Issued to

G301 (10/1/66) LC LG LM Printed in U.S.A

Countersigned by.

Authorized Representative

Endorsement No. 6

### C6ase224I-32/4287KLPDJ1DoD666442entFile3807780/241/1E/12ere827438824f1551Plag91D4D4983 Exhibit(s) 42 Page 38 of 50

### 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. S LIBERTY MUTUAL INSURANCE COMPANY D LIBERTY MUTUAL FIRE INSURANCE COMPAN

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Auce & Doorman Than

Countersigned by..... Effective Date

AUTHORIZED REPRESENTATIVE

Countersigned by ....

AUTHORIZED REPRESENTATIVE

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Expiration Date

For attachment to Policy or Bond No. LG1-121-010461-184R Issued to

Endorsement Serial No. 5

Work Units ) =

Issued

Sales Office & No.

### C6ase 244-324287KEPDJNDoD86642entFile38077804241/1Extere@ag430424f 55: Plag9ID#De964 Exhibit(s) 42 Page 39 of 50

### 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 nemed insured as follows:

#### 1. 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 **demages** 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 suit as it deems expedient, but the company shall not be obligated to pay any 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;

and the B

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(c) odvertising, 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 lineary 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

"demoges" 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 intengible 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 oggregate
Insured's Participation		0	per cent
22 1/2% of Operations B.I.	Premium		

#### Code 99980

Premium \$ Included	in Com	posite Rates				
Effective Date		Expiration Date		 LIBERTY MUTUAL	INSURANCE COM	PANY
For attachment to Policy or Bo	nd No.	LG1-121-01046	1-184R	A A		
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Issued to				Jour S. Journa	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Deserved of the local data

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L-G 2050 R1	issued	Sales Office and No.	End. Serial No.	4		
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### C6ase 244-32/4287KEPJNDoD86642entFile3807780/241/12/12/12/02/ere@ag/e30024f 55: PlageID#De965 Exhibit(s) 42 Page 40 of 50

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:

5 ° ° ° °

#### I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the normed 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 nomed insured or (b) operations performed for or property furnished to the nomed 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 arders, 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 badily injury or property damage.
- (3) to only 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 on employee of the named insured, to pay on behalf of or to indemnity the indemnitee with respect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the anemed 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 demage with respect to which indemnification is claimed, but insured contract does not include (1) an incidentel contract, (2) a warranty of fitness or quality of the nemed insured's products or (3) a warranty that work performed by or on behalf af 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 memod insured.

L-G2045 (1/1/73) LC LG LM LO Poge 1 of 2

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### Cease 244-32/4287KEPDJNDoD86+442entFile:0807780/241/1E/12ere@037630724f 55: PlageID#De927 Exhibit(s) 42 Page 42 of 50

### AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include **Contraction Management**, 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.

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Countersigned by_

AUTHORIZED REPRESENTATIVE Expiration Date

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

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For attachment to Policy or Bond No. LG1-121-010461-184R Issued to

Endorsement Serial No. 2

Work Units 1-

Issued

Sales Office & No.

### C6ase 244-32/4287KEPDJNDoD86642entFile3807780/241/12/12/12/12/930824f 55: Plag9ID#D#268 Exhibit(s) 42 Page 43 of 50

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Name of Insured Endorsement - Item 1

Hopeman	Brotners	Inc., m			· · · · · · · · · · · · · · · · · · ·		
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This endorsement is executed by the company below designated by an entry in the box opposite its name.

--Countersigned by_

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AUTHORIZED REPRESENTATIVE

Countersigned by____

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AUTHORIZED REPRESENTATIVE Expiration Date

Effective 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.

### C6ase 244-324287KEPJNDoD86+442entFile38077804241/1Eh2ere@03630424f 55: PlageID#De969 Exhibit(s) 42 Page 44 of 50

### 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.

Buea E. Sooman_ Melvin B. Bradelan

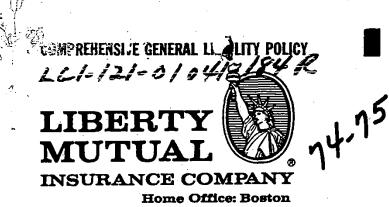
SECRETARY

PRESIDENT

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C6ase 244-324287KEPDJNDoD86642entFile38077804241/12/12/12/02/ere@037630624f 155:12/12/02/01D#D@980 Exhibit(s) 42 Page 45 of 50



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

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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;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

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- (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 POL A 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.

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named in**sured;

- (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
  - 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
  - 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
     by reason of the selling, serving or giving of any alcoholic
  - (iii) 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;

 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

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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- 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;
- to property damage to premises alienated by the named insured arising out of such premises or any part thereof; (1)
- (m) to loss of use of tangible property which has not been physi-cally 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 tan-gible 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; to property damage to work performed by or on behalf of (0) 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.

#### SUPPLEMENTARY PAYMENTS

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- 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;
- expenses incurred by the insured for first aid to others at the (c) time of an accident, for bodily injury to which this policy applies;
- reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or de-fense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### PERSONS INSURED

Ш 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;
- 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,
  - an employee of the named insured while operating any (i) such equipment in the course of his employment, and

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(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 oganization 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
- 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 dam**-age arising out of the conduct of any partnership or joint venture 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" 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 ex-ceed 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 'aggregrate'

- (1) all property damage arising out of premises or operations rated remuneration basis or contractor's equipment rated or receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage in-cluded 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 liabil-ity is assumed under any incidental contract relating to such
- operations, but this subparagraph (2) does not include prop-ety 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.

PAGE 2

Coverages A and 8—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 TERRITORY

This policy applies only to bodily injury or property damage which occurs within the policy territory.

## DEFINITIONS

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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:

- 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 baxard 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, stainway, 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 selfpropelled, (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-intransit 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;

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"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 imsured;

"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 haxard" 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 uncarned 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.

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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.

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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.

#### 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.
- If claim is made or suit is brought against the insured, the (Ь) insured shall immediately forward to the company every de-mand, notice, summons or other process received by him or his representative.
- The insured shall cooperate with the company and, upon the (c) 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 wit-nesses. 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.

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.

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 primany 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 com-pany 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 s 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 Subrogation 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, how-ever, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representa tive, 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.

This policy may be cancelled by the named insured Cancellation 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 effec-11 tive 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 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.

Dua E. Doorman

PAGE 4 (See Page 5)

Trank L. Farwell

PRESIDENT

### C6ase 244-32/4287KEPJIDoD66+442entFile3807780/241/1E/12ere@037430924f 55: PlageID#De964 Exhibit(s) 42 Page 49 of 50

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVER-AGES 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:

'A'

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 apent 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.
- 11. 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

Auce E. Dooma SECRETARY

Trank L. Farmel

PERSIDENT

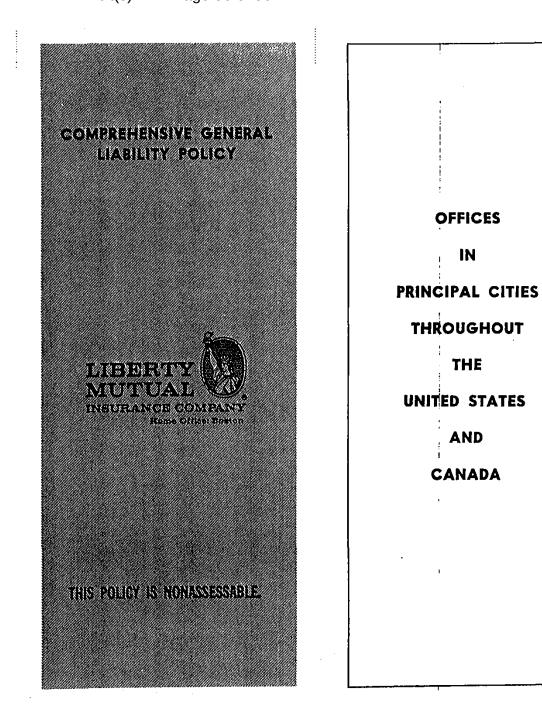
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	Address c/o Fr	ed S. James	& Co. of	New York In	c., 55 W	later St.,	New York,	NY 10041
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Item 4. Declarations — Sebedule — General Liability Hazards

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Item 4. Declarations -- Schedule --

**General Liability Hazards** 

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Item A. Declarations - Schedule -General Liability Hazards

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Item 4. Declarations - Schedule -General Lability Hazards

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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 INSOLD

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.
- This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the <u>insured</u> or any subcontractor of the <u>insured</u>.
- 3. This insurance shall not apply to that portion of any loss with respect to which the <u>insured</u> has any other insurance whether on a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
- (a) The company's obligation under this endorsement to pay <u>damages</u> on behalf of the <u>insured</u>, as the result of one <u>occurrence</u> applies only to the amount of <u>damages</u> 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 <u>insured's</u> duties in the event of any <u>occurrence</u> 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

# Ccasse 3244324428-KL7PDJDoc 286:4431enFiled 907/30/24.1/En/tetecP07/30/24.4.5:121/g49D#D4543 Exhibit(s) 43 Page 8 of 43

## 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 \$			XITCHENTY MUTUAL INSURANCE COMPANY
Etternive Date 1	L-1-75	Experision Date 1-1-76	[] LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment_to	Policy or Bond No	LC1-121-010461-185_TD	33/0 1 1
Audit Basis 4	÷		Mun & Dronger - Malan R. R. I.L.
Issued to Hop	eman Brothers	Inc., Etal.	33/0 Mutual Fire Insurance Company 10/04/2 & Doman Melan & Ballan
Wark Units 1 ~			R.D. Narmon
		Countersigned	Authorized Representative

Issued bm 7-2-75 Sales Office and No. 220

End. Serial No. 27

Form 102

ST. PIERRE (HBI) -683

# Ccasse 32244324428-KL7PDJDod 286:4431en File 6907/30/24.1/Enterted P07/30/24.43:1213(49D#DestA Exhibit(s) 43 Page 9 of 43

## 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 retro-spective 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.

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2280 R1 12/1/73

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- 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 entitiesement is executed by the company below designated by an entry in the box opposite its name

Premium S		QUIBERTY MUTUAL INSU	BANCE COMPANY
trective Clare	Expiration Date	LIBERTY MUTUAL FIRE	INSURANCE COMPANY
⁴ or attachment to Policy or Bond No.	LG1-121-010461-185R	a' a	
Audit Basis		Burn E. Some	Mal opil
Issued to		Stint a	- III denne O Oradolani miliotur
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	Countersigned by		

Issued Sales Office and No End. Serial No. 26	

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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

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e.

It is agreed that: I = AII premiums for this policy shall be computed on the following basis:

Per \$1,000 Sales

If under Coverage B --- Property Damage Liability -- an aggregate limit withe company's liability applies with respect to promises 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 torth in paragraph. It chose.

LIBERTY MUTUAL INSURANCE COMPANY

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SECRETARY

PRESIDENT

Premium S

L-G6003 (10-1-66)

. Heative Date A set Basis For attachment to Policy No. LG1-121-010461-185R issued to

Countersigned by

Endorsement Serial No. 25

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R.

# C6ase 244-32/4287KEPDJNDoD66+443entFiled007/780/241/1E/nteref0ag/d30124f 115: P1ag0ID#D49466 Exhibit(s) 43 Page 11 of 43

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# 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.

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Premium S Effective Date For attachment to Philipy or Bon Audit Basis Issued to	Fromation Date n No. LG1-121-010461-185R	Buy & Bornon Male B Collar
Work Units 1 -	Countersianed by	Authorized Representative
L-G 5026 Issued (7-1-73)	Sales Office and No	End. Sériał No. 24

ST. PIERRE (HBI) -686

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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		piration Date	LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Polic	y or Bond No. LG	1-121-010461-185R	
Audit Basis			Buc E. Bornen Trans L. Taunell
Issued to			Scouter Pressue
Work Units 1		Countersigned by	Authorized Representative
	Issued	Sales Office and No.	End. Serial No. 23
ISO G521 ED1 (1-1-73)	Providence U S A		
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# C6ase 241-32/4287KEPDJNDoD86+/43entFile0907/30/241/12/12/12/12/930824f 115: Plag9ID#D4948 Exhibit(s) 43 Page 13 of 43

## 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 \$	S LIBERTY MUTUAL INSURANCE COMPANY
Effective Date Expiration Date	LIBERTY MUTUAL FIRE INSURANCE COMPANY
For allochment to Policy or Bond Nr, LG1-121-010461-185R	
Audit Basis	Bur & Dooman Malen & Baldan
Issued to	SIGNITARY SIGNITARY SIGNITARY

Work	Units	1	-

4 1

Countersigned by

ISO-G525 (5-1-73)

Issued

Sales Office and No.

End. Serial No. 22

Authorized Representative

# C6ase 244-32/4287KEPDJNDoD866443entFile0907780/241/12/12/12/ere@ag/e30424f145:Plag9ID#De9d9 Exhibit(s) 43 Page 14 of 43

### 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:

- Texos General Liability Standard Premium. Such premium pertaining to Texas computed in accordance with the provision of the policies designated in paragraph 5 hereot, 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 - Texos.

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- (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", apposite the average annual total standard premium for the policies which shall be determined by dividing the Tatai 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 period particles in years and inductors interest.
  (c) If retrospective rating is applicable to a part of the period period period in the total subject to any Retrospective Rating Plan, shall be the difference netween (1) the discount determined by applying to the Texas General Liability Standard Premium end (2) the discount determined by applying to the Texas General Liability Standard Premium and (2) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in sold Table (pposite the Total Standard Premium which is subject to retrospective rating the applicable percentage stated in sold Table opposite so much of the Total Standard Premium which is subject to retrospective rating.

#### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

#### (General Liability)

Totat Standard Premium See Notek	Premium Discount Per- tentage Applicable! to Texas Generai Liabrily Slandard f Premium	Total Standard Premium (See Note)	Premium Ciscount Per- centage Applicable to Tenas Generat Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicatien to Texas General Liability Standard Premium	Tota Stancard Premium See Note	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
51 000 007 0021 035 049	(2) .0% 1 .2 .3 4	(1) \$1,486 1,516 1,547 1,579 1,613	(2) 2.5% 2.6 2.7 2.8 2.9	(1) 52,942 3,062 3,192 3,334 3,489	(2) 5.0% 5.1 5.2 5.3 5.4	\$5,924 6,000 6,079 6,159 6,159 6,242	(2) 7.5% 7.6 7.7 7.3 7.9
764 780 795 112 128	5 6 .7 .8 .9	1.649 1.686 1,725 1,765 1.808	3.0 3.1 3.2 3.3 3.4	3,659 3,847 4,055 4,286 4,546	5.5 5.6 5.7 5.8 5.9	6 327 6.414 6.504 6.396 6.395	3.0 8.1 8.2 8.3 3.4
146 63 32 1.200 220	1.0 1.1 1.2 1.3 1.4	1.852 1.899 1,949 2,000 2,055	3.5 3.6 3.7 3.8 3.9	4,839 5,028 5,082 5,139 5,196	6.0 6.1 6.2 6.3 6.4	6,789 6,889 6,890 7,103 7,210	8.0 9.0 9.0 9.0 9.0 9.0 9.0 9.0 9.0 9.0 9
1,261 1,261 1,283 1,305 1,328	- 1.5 1.6 1.7 1.8 1.9	2,1143 2,174 2,239 2,308 2,381	4.i 4.2 4.3 4.4	5,255 5,315 5,376 5,439 5,503	0.5 6.6 6.7 6.8 6.9	7.313 T.440 7.561 7.686 T.816	9.0 9.1 9.2 9.3 9.4
1 352 1 377 1 402 1,429 1,457	2.0 2.1 2.2 2.3 2.4	2,460 2,543 2,632 2,728 2,831	4.5 4.6 4.7 4.8 4.9	5,569 5,637 5,706 5,777 5,850	7.0 7.1 7.2 7.3 7.4	7,949 8,087 8,231 8,379 8,533	9.5 9.6 9.7 9.8 9.9

(Continued on page 2)

Form L-G-5023 (Texas) (10/1/69) LC LG LM LO Page 1 Form

ST. PIERRE (HBI) -689

# C6ase 244-324287KEPDJNDoD666443entFiled007780/241/1E/nteref007630524f 145: Plag0ID4D6950 Exhibit(s) 43 Page 15 of 43

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#### TEXAS PREMIUM DISCOUNT PERCENTAGES . Continued TABLE

.

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Lisbrility Standard Premium	Tota) Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (Seo Note)	Premium Discount Per- centage Applicable to Texas General Lisbility Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1) \$ 8,692 8,858 9,030 9,208 9,394	(2) 10.0% 10.1 10.2 10.3 10.4	(1) \$25,136 26,572 28,182 30,600 30,325	(2) 13.5% 13.6 13.7 13.8 13.9	(1) \$45,610 46,364 47,143 47,143 47,143 47,143 47,143	(2) 17.0% 17.1 17.2 17.3 17.4	(1) \$105,850 110,000 114,490 119,362 124,667	(2) 20.5 % 20.6 20.7 20.8 20.9
9,588 9,790 10,000 10,220 10,450	10.5 10.6 10.7 10.8 10.9	30,656 30,995 31,341 31,695 32,058	14.0 14.1 14.2 14.3 14.4	49,647 50,541 51,468 52,430 53,429	17.5 17.6 17.7 17.8 17.9	130,466 136,830 143,847 151,622 160,286	21.0 21.1 21.2 21.3 21.4
10,690 10,942 11,205 11,482 11,773	1.0 11.1 11.2 11.3 11.4	32,428 32,808 33,196 33,593 34,000	14.5 14.6 14.7 14.8 14.9	54,467 55,545 56,667 57,836 59,053	18.0 18.1 18.2 18.3 18.4	170,000 180,968 193,449 207,778 224,400	21.5 21.6 21.7 21.8 21.9
12,078 12,400 12,740 13,099 13,479	11.5 11.6 11.7 11.8 11.9	34,418 34,845 35,284 35,733 36,194	15.0 15.1 15.2 15.3 15.4	60,323 61,649 63,034 64,483 66,000	18.5 18.6 18.7 18.8 18.9	243,913 267,143 295,263 330,000 374,000	22.0 22.1 22.2 22.3 22.4
13,881 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5 •
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,783 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9		
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 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. Estimated Standard Premium Policy Numbers Premium \$ Effective Date Expiration Date LIBERTY MUTUAL INSURANCE COMPANY For attachment to Policy or Bond No IG1-121-010461-185R Audit Basis Aug & Door - Malin & Braddan Issued to ---------. ____ - ___ ----- -- ---- -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 U.S.A and the second second second second second second second second second second second second second second second

# C6ase 241-32/4287KEPDJNDoD86:443entFile:0077/80/241/1E/12ere@037e30624f 145: PlageID D 26:551 Exhibit(s) 43 Page 16 of 43

## AMENDMENT OF CANCELLATION CONDITION (Michigan)

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

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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 fast 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 \$ Fifective Dure		xpiration Date	LIBERTY MUTUAL	INSURANCE COMPANY
Fire attachment to Audit Basis	Policy or Bond No _LG	1-121-010461-185R	A A	
Issued to		/	Oten & Looman	Malin & Baller
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ST. PIERRE (HBI) -691

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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

### 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 unleading of any mobile equipment with respect to which insurance is required of the named insured under the Massachulatts 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 Mator Vehicle Policy issued to the named insured.
  - 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 locamation.

Effective Date For attachment to Pole Audit Basis issued to	ry or Band No	) - Decatego (Jate IG1-121-010461-185R	LIBERTY MUTUAL INSURANCE COMPANY Burg & Dorman Male & Balder
Wark Lines 1		Countersigned by	
G513 LF LG LO LM LX 10 1 66)	Issued	Sales Office and No	End. Serial No. 19

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ST. PIERRE (HBI) -692

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# C6ase 244-324287KEPDJNDoD86+43entFiled907/780/241/1E/12ere@107e30824f145:P1ag0ID#D49653 Exhibit(s) 43 Page 18 of 43

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## ACTION AGAINST COMPANY AMENDMENT (Mossochusetts)

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".

Comuna \$ Enternas Data Social comunitation Policy or Bond No- Court Press Court to	Expiration Cate IG1-121-010461-185R		L INSURANCE COMPANY_
<u> 2000 (2019 ) -</u>	Countersigned by	Authorized Rep	esentative
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# C6ase 244-324287KLPDJNDoD66+443entFiled907/780/241/12/12/ref? 07/30/24f 115: P1ag9ID#D4954 Exhibit(s) 43 Page 19 of 43

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 Com	posite Rate	🐷 LIBERTY MUTUAL INSURANCE COMPANY
Elfective Date	Expiration Date	C LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Bond N	• LG1-121-010461-185R	1
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Issued to		Ville 6. Norman - Mature O Dealatan
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Countersigned by Authorized Representation Authorized Representation Issued Sales Office and No. End. Serial No. 17

Form 102

ST. PIERRE (HBI) -694

# C6ase 241-32/4287KLPDJNDoD66+43entFiled007/780/241/12/12/12/ere@ag/430/24f 115: P1ag0ID#D@955 Exhibit(s) 43 Page 20 of 43

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:

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- 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 Con	mposite Rates		
Effective Date	Expiration Date	LIBERTY MUTUAL	INSURANCE COMPANY
Effective Date For attachment to Policy or Bond Ne Audit Basis Issued to	LG1-121-010461-185R	 	
Audit Basis		 Aun & Dronger -	m.L. R.R. I.L.
Hsued to		SICRETARY	President

#### Nork Units 1 -

L-G 2044 R1 MB Adv. 002 (1-1-74) !ssued

Countersigned by

Sales Office and No.

End. Serial No. 16

Authorized Representative

# C6ase 241-32/4287KLPDJNDoD86:443entFile:0077/80/241/1E/1/2ere@037630124f 145: PlageID#D6956 Exhibit(s) 43 Page 21 of 43

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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 duries as such, but the insurance atforded to such employee does not apply

- to bodily injury or personal injury to (a) another employee of the named insured crising cut of or in the course of his employment or (b) the named insured or, if the named insured is a portnership or joint venture, any partner or member thereof;
- 2. to property damage to property sweed accupied 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 thereat.

Permum & Include	ed in Composit	e Rates		
Effective Date		ration Date	LISERTY MUTU.	AL INSURANCE COMPANY
For attachment to Polic	y or Bong No. LG1-	121-010461-185R		
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# C6ase 244-32/4287KLPDJNDoD666443entFiled907780/241/12/12/12/dere@ag/e30/224f 115: P1ag91D#De957 Exhibit(s) 43 Page 22 of 43

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 - Brood 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:,

for any express warranty unauthorized by the named insured;

(b) bodily injury or property damage arising out of

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- (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 vendar'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 **nomed insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Energy \$ Included i	in Composite Rates	LIBERTY MUTUAL INSURANCE COMPANY
<ol> <li>Relation himenit to Policy or E Addate Basis</li> </ol>	Bond No IG1-121-010461-185R	Buc & Lormon Male & Caller
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# RETROSPECTIVE PREMIUM ENDORSEMENT — PLAN ( $_{\rm D}$ ) 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_____VC1-121-010461-175

Effective Date	-	Expiration Date	LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Polic	y or Bond No	LG1-121-010461-185R	A A
Audit Basis		2051	Buca & Looman Mile & Budden
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Work Units 1			
		Countersigned by	Authorized Representative
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	issued	Sales Office and No.	End. Serial No. 13
(12-1-56)		·	
Printed in U.S.A.			

# C6ase 244-32/4287KEPDJNDoD86+443entFile0907/36/241/12/12/12/ere8 907/432/424f 115: Plag9ID#D4959 Exhibit(s) 43 Page 24 of 43

#### 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. SE LIBERTY MUTUAL INSURANCE COMPANY

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□ LIBERTY MUTUAL FIRE INSURANCE COMP. Duce & Dooman

Countersigned by

AUTORIZED REPRESENTATIVE

Countersigned by .....

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

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Expiration Date

Premium \$

For attachment to Policy or Bond No. LG1-121-010461-185R Issued to

> Endorsement Serial No. 12

Work Units 1 -

Issued

Sales Office & No.

# C6ase 244-32/4287KEPDJNDoD666443entFiled007/780/241/1E/n2eref9.037/632624f 145: P1a491D4D6960 Exhibit(s) 43 Page 25 of 43

# 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

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Effernive Date	Expiration Date	LIBERTY MUTUA	L INSURANCE COMPANY
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## C6ase 244-32/4287KEPJNDoD86+443entFile0907/780/241/12/12/12/12/907/430624f 145: PlageID#D4961 Exhibit(s) 43 Page 26 of 43

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:

 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.

 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 **for Limit**)

Premium

all non owned premises \$ 250,000 each occurrence occupied by the named insured included in composite rate

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ I	ncluded in Cor	nposite Rate	🖄 LISERTY MUTUAL IN:	SURANCE COMPANY
Effective Date		Expiration Date	_	RE INSURANCE COMPANY
For attachment to I	Pulicy or Bond No.	LG1-121-010461-185	SR	
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Form 102A

# C6ase 241-32/4287KLPDJNDoD66+43entFiled907/780/241/12/12/dere@ 07/630724f 115: P1ag91D#De962 Exhibit(s) 43 Page 27 of 43

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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 S Effective Date	Included	in (	Composite Expra	Rates		C LIBERTY MU				
For attachment Audit Basis Issued to	te Policy or	Bond –	No. LG1-1	21-010461-185	5R 	- Buin E. A	1	Mile	8 br	<u>delan</u>
Work Units 1 -				Countersig	пес: Бу	<i>,</i>	Autorized Re	يەرد <del>، دېرىم،</del>		
	22I	sued		Sales Office and	Nn	End.	Serial No.	9		
										Form 10:

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# C6ase 241-32/4287KEPDJNDoD86+43entF71e0907780/241/12/12/12/ere@ 07/32824f 115: Plag91D#De963 Exhibit(s) 43 Page 28 of 43

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:

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#### ( 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) unywhere in the world, except with respect to loss orising out of foreign based operations of the named insured. As used herein "fareign 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 offorded 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 S Included in Co Effective Date For attachment to Policy or Sond No Audul Basis Issued to Son	a xpiration. Date	LIBERTY MUTUAL INSURANCE COMPANY
Work Units ) -	Countersigned by	Authorized Representative
L-G2007 (10/1/66) Issued LC LG LM LO Protect USA	Sales Office and No.	End. Serial No. 8

# C6ase 244-32/4287KCPDJNDoD666443entFiled907780/241/12/12/12/ereft ag/d309/24f 115: P1ag/91D#D4964 Exhibit(s) 43 Page 29 of 43

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.
- This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the <u>insured</u> or any subcontractor of the <u>insured</u>.
- 3. This insurance shall not apply to that portion of any loss with respect to which the <u>insured</u> has any other insurance whether on a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
- (a) The company's obligation under this endorsement to pay <u>damages</u> on behalf of the <u>insured</u>, as the result of one <u>occurrence</u> applies only to the amount of <u>damages</u> in excess of <u>\$1,000</u>.
  - (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 <u>insured's</u> duties in the event of any <u>occurrence</u> 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 <u>named insured</u> 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)

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Endorsement No. 7 Page 1 of 2

# C6ase 241-324287KLPDJNDoD86+43entFiled007780/241/12/12/12/02/4580/24f 115: 121a 401D 4D 4965 Exhibit(s) 43 Page 30 of 43

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5. The total limit of the company's liability for all <u>damages</u> 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 Comp Effective Date	OSITE RATE Expiration Date	CLIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy or Bond No. Audit Basis – Issued to	LG1-121-010461-185R	Burn & Bornan - Milin & Buditan
L-G2042 (1-1-73)		
Work Units I -		
	Countersigned by	Autorized Representative
Issued	Sales Office and No	End. Serial No. 7
		Page 2 of 2

Form 102

## ST. PIERRE (HBI) -705

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## 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

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(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

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premises; or

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(c) goods or products manufactured at or distributed from such premises.

### Description and Location of Promines

:		
remium S Ifective Date or attachment to Policy or Bond No udit Basis	Expiration Date LG1-121-010461-185R	LIBERTY MUTUAL INSURANCE COMPANY
orh Units 1	Countersigned by	Authorized Regresentative
301 (10/1/66) issued C LG LM	Sales Office and No.	End. Serial No. 6

# C6ase224I-32/4287KEPDJNDoD866443entFile007/780/241/1E/12ere807/438/224f15:PEg9ID#D6967 Exhibit(s) 43 Page 32 of 43

## 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 COMP/

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Auce & Dooman Trank L.

Countersigned by .... Effective Date

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AUTHORIZED REPRESENTATIVE

Countersigned by ....

AUTHORIZED REPRESENTATIVE

Audit Basis Premium S

Expiration Date

For attachment to Policy or Bond No. LG1-121-010461-185R

Endorsement Serial No. 5

Work Units - -

Issued to

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Exhibit(s) 43 Page 33 of 43

## 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:

#### 1. COVERAGE P --- PERSONAL INJURY LIABILITY

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The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as demoges because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking demages 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 oction 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

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"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 deformation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property demege,"

Schodula

	Limits of Liability	\$	500,000	general aggregate
	Insured's Participation		0	per cent
	22 1/2% of Operations	B.I. Premium		
	Code 99980			
Effective Date	Included in Composite Expirate to Policy or Bond No. IGL-12:	on Date		MUTUAL INSURANCE COMPANY
Work Units 1 -		Countersigned by	·····	
	sued	Sales Office and No.		orized Representative
<b>L-G 2050 R1</b> (1–1–74) LC LG LM	Pueler;	Sense Crince and INO.	End. Seri	<b>el No. 4</b>

## C6ase224I-32/4287KEPDJ1DoD866443entFile007/780/241/1E/12ere807/430/24f15:PEg9ID7De969 Exhibit(s) 43 Page 34 of 43

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 opreed that:

5-5-2-4-2-A . . .

#### 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 indemnituse 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 indemnituse 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 indemnites 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 it the indemnitee is an architect, engineer or surveyor, to boilty injury or property damage drising but of any protessional 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 analytications or insured 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 analytications of the indemnite the primary clause of the bodily instruct or sureast desages. 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 simi-lar law or (e) if the indemnitee is an employee of the named insured, to pay on behalf of or to indemnity 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) on incidental contract, (2) a warranty of firness 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 workmonlike 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 LABILITY

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, ony liability assumed under an insured contract with respect to bodily injury or property domage.

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-G2045 (1/1/73) LC LG LM LO Poge 1 of 2

# C6ase 244-32/4287KZPDJIDoD 86443entFile:0077/80/241/1E/12ere@ 07/30/24f 115: PlageID#D@970 Exhibit(s) 43 Page 35 of 43

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, <b>'</b>	Limit of Liability					\$		aggrege
	If no entry appears herein the schedule is a Hazards."	ompleted on	the sche	dules forming	a part of the	policy and de	signated "Ger	neral Liabil
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L-G2045 (1/1/73) LC LG LM LO Poge 2 of 2

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Countersigned by Authorized Representative

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ST. PIERRE (HBI) -710

# CGase 244-32/4287KEPDJNDoD866443entFile3007/360/241/12/12/12/12/64ref 007/430624f 145: PlageID#D49671 Exhibit(s) 43 Page 36 of 43

### AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include **Contraction Property**, 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. IBERTY MUTUAL INSURANCE COMPANY ILLIBERTY MUTUAL FIRE INSURANCE COMPA.

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Countersigned by____

Countersigned by.

AUTHORIZED REPROSENTATIVE

Effective Date Audit Basis

Premium \$ For attachment to Policy or Bond No. LG1-121-010461-185R Issued to

AUTHORIZED REPRESENTATIVE

Expiration Date

Endorsement Serial No. 2

Work Units 1 ~

Issued

Sales Office & No.

# C6ase 244-32/4287KEPJIDo D66+43entFiled 07/780/241/12/12/ref ag/430724f 115: P1a 401D#D49722 Exhibit(s) 43 Page 37 of 43

Name of Insured Endorsement - Item 1

Hopeman Brothers Inc.,			
	, Wayr	ne Manufacturi	ng Corporation,
	<b></b>		
		· · · · · · · · · · · · · · · · · · ·	

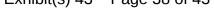
This endorsement is executed by the company below designated by an entry in the box opposite its name.

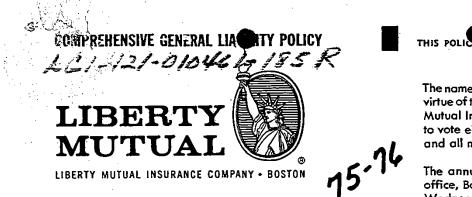
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Premium \$		LIBERTY MUTUAL IN	SURANCE COMPANY
Effective Date	Expiration Date	C LIBERTY MUTUAL FI	RE INSURANCE COMPANY
For attachment to Policy or Bond No.	LG1-121-010461-185R		
Audit Basis Issued to		Buce E. Dooman_	- Melin & Braddan
Work Units 1 -	Countersigned t	Dy Authorized Re	presentative
Issued	Sales Office and No.	End. Serial, No.	1
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## C6ase 244-324287KEPDJNDoD86643entFile0907780/241/12/12/12/02/ere@ag/e30824f 145: P1ag0ID#De973 Exhibit(s) 43 Page 38 of 43





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

GPO 2841 Ed. 1 Protest

USA

(1/1/73)

LG

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
  - 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;

PAGEI

THIS POLICE IS CLASSIFIED IN DIVIDEND 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'dock 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 gazes, 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
  - 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
  - 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;
- 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

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

C6ase224-32/4287KEPDINDoD66+43entFile007780/241/1E/12ere8a7438924f15:Phg9ID#D49743 Exhibit(s) 43 Page 39 of 43

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;

- (i) 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
  - 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 insurad;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physi-cal 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;
- to damages claimed for the withdrawal, inspection, repair, or work completed by or for 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.

#### SUPPLEMENTARY PAYMENTS

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> 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;
- expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy (c)applies;
- reasonable expenses incurred by the insured at the company's (9) 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.

#### 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 so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other (c) than an individual, partnership or joint venture, the organiza-tion 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,
  - an employee of the named insured while operating any (i) such equipment in the course of his employment, and
  - 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 organ-ization 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 oganization 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
- 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 dam-**age 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 bodity 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 ex-ceed 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 'aggregrate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a 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 in-cluded 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 liabil-ity is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include prop-
- erty 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.

PAGE 2

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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 TERRITORY

This policy applies only to **bodily injury** or property damage which occurs within the policy territory.

## 7T DEFINITIONS

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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 propenty 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 specifices "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;

PAGE 3



"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not selfpropelled, (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 lother than the mix-intransit 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 "mamed 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 <u>named insured</u> 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. C6ase 244-32/4287KEPDJNDoD666443entFiled007780/241/12/12/12/47ef agr/30124f 115: P1a40ID#D#976 Exhibit(s) 43 Page 41 of 43

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.

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Financial Responsibility Lawa 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 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.
- (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 ecident.

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.

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 Siares. 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 **Q** 

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 prorata. 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.

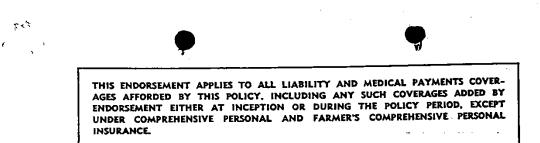
Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

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.

Auce E. Doorman Melvin B. Bradslan PRESIDENT SECRETARY

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#### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

#### It is agreed that:

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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 Asso-ciation 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 opera-tion 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.
- 11. 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 apent 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 Z33 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 con-tain 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

Una E. Dooman

SECRETARY

Melvin B. Bradala PRESIDENT

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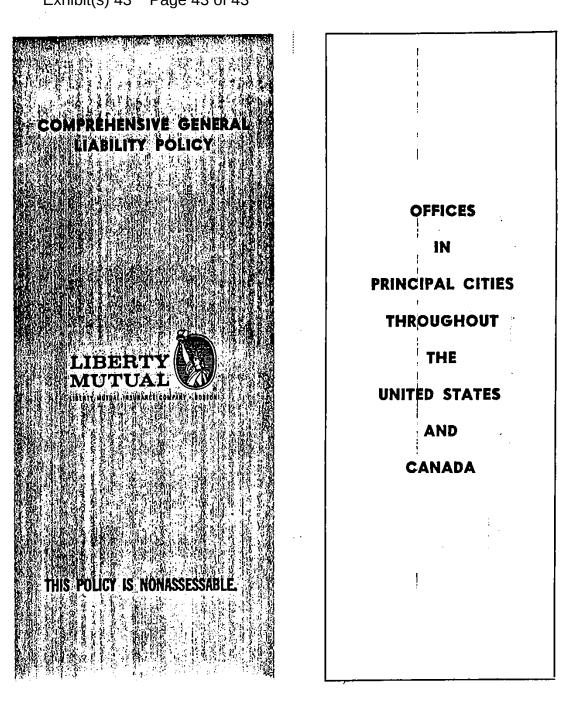
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SHORT RATE CANCELATION TABLE Per Cent Per Cent of One Year Days Policy of Days One Year Policy Premium In Force Premium In Force 53 Б 154-156 . ٠ 157-160 54 67 . . ٠ . 161-164 56 56 8-. . . . <u>5</u>-165-167 168-171 6 8 . ٠ Ž-à 57 8 . . ٠ 58 9-10 10 172-175 . . . . . 59 11- 12 11 176-178 . . .  $11 - 12 \\ 13 - 14 \\ 15 - 16 \\ 17 - 18 \\ 19 - 20 \\ 21 - 22 \\ 23 - 25 \\ 26 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 - 29 \\ 20 -$ . . 12 179-182 (6 mos.) 60 13 183-187 188-191 61 . . . . . . 62 . . 192-198 63 . . . 64 197-200 . . 6Б 17 201-205 • .• . . . 206-209 66  $\begin{array}{c}
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\end{array}$ 18 210-214 (7 mos.) 67 19 20 21 22 215-218 219-223 68 . . . **6**9 • • • 70 224-228 41-43 . . . . . . 22 28 24 25 26 229-232 71 44- 47 • ٠ 288-237 72 . . . 238-241 78 242-246 (8 mos.) 74 75 76 247-250 251-255 . . . 1.1.1 256-260 77 . . . 70- 73 74- 76 261-264 78 . . . . . . 265-269 79 81 . . . . . . 32 270-273 (9 mos.) 80 77- 80 81- 83 84- 87 88 84 274-278 279-282 81 . . . . . . 82 83 . . . 84- 87 88- 91 (3 mos.) 35 283-287 . . . 86 37 288-291 84 92- 94 . . . . . 292-296 95~ 98 85 . . . ٠ . 99–102 103–105 38 . . . 39 . . . 106-109 40 . . . 110-113 41 . . . 42 315-319 320-323 90 114-116 . . . . . . 117-120 43 91 117-120 121-124 (4 mos.) 44 125-127 45 . . 324-328 92 . . . 329-332 <u>93</u> 128-131 46 833-887 (11 mos.) 94 838-342 843-346 132-135 47 95 . . . . . . . . . 48 96 136-138 . . . 347-351 97 . . . 852-355 856-360 98 . . . 99 If the polloy has been in effect for twelve months or leas, the above table applies. If the polloy has been in effect for more than twelve months, the sarned premium shall be determined as follows: (1) Determine full annual premium as for a pollcy written for a term of one year. (2) Deduct such premium from the full pollcy 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 pollcy has been in effect to the length of time beyond one year for which the pollcy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period pollcy has been in effect.

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DECL	ARATIONS	 	LIBI MU'	ERTY FUAL	AGSTON	COY	(PREHENSIV) LIABILITY P	
NO.	-010461-186	TO CODE 33/8	Lynbrook	220	Sules RORESON		, 7531	. 2 37
51-12. m l.		<u></u>	rothers Inc.	and as per	End. No.	1	<u> </u>	<del></del>
	Address c/o Fre	_					New York, N	TY 10041
	The named insure				•			
			—		<u>k</u> ,			-
	Business of named	insured is:		Year	- 	a. 1	Day Year	
em 2.	Policy Period: Fro 12:	m - 1 01 A.M., st	l andard time at th	76 the address of the	o 1 named insured	l d as stated	herein-	
	Audit Basis: At E	xpiration	, Annual [7, Se	mi-Annual [7], C	warterly [x].	Monthly	, Flat Charg	e [7]
em 3.	The insurance affer charge or charges all the terms of th	orded is onl The limit	y with respect to of the company's	such of the foll liability against	owing Covera	ages as 210	e indicated by	specific premium
		COVERAGE	s	LIM	TS OF LIABI	UTY	ADVANC	E PREMIUMS
	-			\$ 500	,000 ezch	occurrenc	z \$ 7	·
	A - BODILY I	NJURY L	ABILITY	\$ 500	,000 ^{aggr}	egate		
	B - PROPERT			\$ 250	,000 ezch	occurrenc	- \$	
	B - FROFERT	I DAMAC		\$ 250	,000 ^{aggr}	egate	ł	
MIN 	VIMUM PREMIUMS: \$ Computation of Pr	Bodily Inja Liability	ry Property Dama Liability		ADVANCE PR	REMIUM	\$	•
			<u> </u>	Premium Base	Rate		Advznce	Premiums
	Classification Locations		Code Na		Bodily	Property	Eodily Injury Liability	Property Damage Liability
					Bodily Injary Liability	Damage Lizbility	Code 326 🗌	327 328
	Total Premi	um)						
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	cy including all and	orsements in	und therewith in	hereby courses	ned by	<u> </u>	1 TV an	<del></del>
	cy, including all end						uthorized Representa	
The polic vor: Units	Typed Periodic P	syment Ratio	ued therewith, is z Seets NR 1 4			A Renewal of 185		trive Accounting Entry

# Ccasse 322432428-KL7PDJDoc 286:444henFiled007/30/2411/E2/Ce4ecP07/30/2445:1213(49D#Desc) Exhibit(s) 44 Page 2 of 44

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	FRANIUSI BASE	÷	TES		E PREMIUMS
CLASSIFICATION AND LOCATIONS	-	Pér \$1,0		BODILY INJULY	PROPERTY DAMAGE
	Sales	BODILY LEJUAY LIADILITY	PROPERTY Damage Liability		LIADILITY
		LIAMUITT	LIABILITY	·	
		Discount	ed Rates		
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All Operations of the Named					
Insured 15050					
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# Ccase 3244324-28-KL7PDJDoc 286:444 en File 4007/30/24.1/Enteted P07/30/24 4-5:121g49D#Dtess:1 Exhibit(s) 44 Page 3 of 44

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	PREMICH BARE		NTES .	1	2 PREMIUMS	
CLASSIFICATION AND LOCATIONS		Per \$1.		BODILY INJURY LIADILITY	PROPERTY DAMAGE LIABILITY	
	Sales	SODILT LEJURY LIABILITY	PROPERTY DAMACE LIABILITY			
		1	ed Rates	<u></u>		
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All Operations of the Named Insured 15050			-			
		Der	osit			
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a Minimum Premium			1			
LG1-121-010461-186	<u> </u>		1		ŧ	

# Ccase 3244324-28-KL7PDJDoc 286:444 en File 4007/30/24.1/En/tetec P07/30/24 45:121/g49D#D4882 Exhibit(s) 44 Page 4 of 44

## Item 4. Declarations — Schedule — General Liability Hazards

	PREMIUM BASE	R/	TES	ADVANC	e Premiums
CLASSIFICATION AND LOCATIONS	Sales	Per \$1	,000	BODILT INJURY LIABILITY	PROPERTY DAMA
	Sares	· ECDILY IFJULY LIABILITY	PROPERTY DAMACE LIABILITY		
		Discount	1	-	<u>+</u>
All Operations of the Named Insured 15050				,	
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t = Minimum Premium			1		

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## Item 4. Declarations -- Schedule --General Liability Hazards

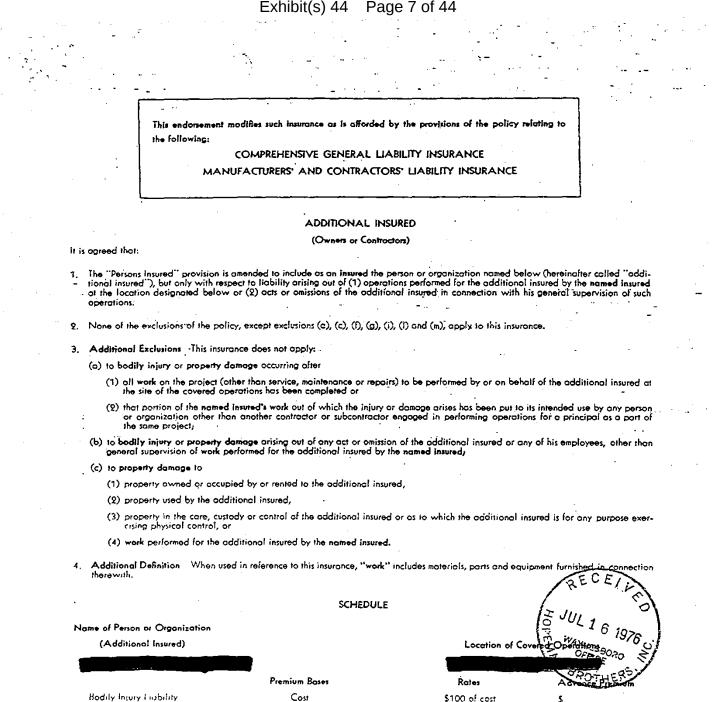
, and the second second second second second second second second second second second second second second se	PREMIUM BASE	R/	NTES	ADVANC	PREMIUMS
CLASSIFICATION AND LOCATIONS		Per \$1,000		BODILY INJUKY LIADILITT	PROFERTY DAMAG
	Sales	BODILY ISJULY LIASTLETT	PROPERTY DAMAGE LIABILITY		
		Discount			 
All Operations of the Named Insured 15050					
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	<b>.</b>				
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= Minimum Premium			-		

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tem 4. Declarations — Schedule — Seneral Liability Hazards

PREMIUM BASE RATES ADVANCE PREMIUMS BODILY INJURY LIABILITY Per \$1,000 PROPERTY DAMAGE LIABILITY CLASSIFICATION AND LOCATIONS -Sales BODILT IEJULY LIABILITY PROPERTY DAMAGE LIABILITY Discounted Rates All Operations of the Named Insured 15050 . . . . Deposit . : = Minimum Premium GPO 2758 Printed in U.S.A. LG1-121-010461-186 Page No. 5

#### Ccasse32432428-KILPDJDoc286:441enEiled007/30/241/EhletecP07/30/2445:E1g49D#De85 Exhibit(s) 44 Page 7 of 44



This endorsement is executed by the company below designated by an entry in the box opposite its name

Cost

Property Damage Lipbility

Premium \$ Included in Composite Rates B LIBERTY MUTUAL INSURANCE COMPANY Effective Date 3-17-76 Expiration Date 1-1-77 D LIBERTY MUTUAL FIRE INSURANCE COMPANY for attachment in Policy or Bond No LG1-121-010461-186 TD 33/8 Audit Basis 4 usued to Hopeman Brothers Inc. Work Units 2

\$100 of cost

\$100 of cost

Total Advance Premium

Countersigned by Authorized Representat issued db 4-28-76 Sales Office and No ISO GI16 Ed 1 220 30 End Serial No · 1 I 1 11.1 M

5

\$

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## Ccase 322432428-KLPDJDoc 286:444en File 4007/30/24.1/Entered P07/30/28/24 45:121/249D#Diese 6 Exhibit(s) 44 Page 8 of 44

The com of <u>subro</u>

Waiver of Subrogation The company hereby agrees that no action of subrogation shall be taken against

AMENDATORY 'ENDORSEMENT

payment arising out of the insured's operations at the

action nst

HOPE WAYNER

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ QUIBERTY MUTUAL INSURANCE COMPANY Expiration Conc. 1-1. For attachment to Policy or Bond No. LG1-121-010461-186 TD 33/8 Olice 2. LIBERTY MUTUAL FIRE INSURANCE COMPANY Hopeman Brothers Inc. 32 Work Units F. Countersigned by . . . . . . . . . . . . . . . .

Issued db 4-28-76 Sales Office and No. 220 End. Serial No. 29

ST. PIERRE (HBI) -726

Form 192

Authorized Representative

## Ccasse3224324428-KLPDJDocD86:444enFiled007/30/2411/E2/tetecP07/30/2445:1211g49D#D4887 Exhibit(s) 44 Page 9 of 44

Broad Form Named Insured Endorsement

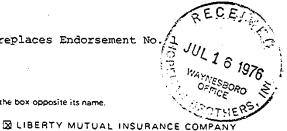
The term "named insured" includes in addition to the person or organization named in Item 1 of the declarations:

, Wayne Manufacturing Corporation,

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 aforenamed 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 \$

Citective Date 1-1-76 Expiration Date 1-1-77 Lit For attachment to Policy or Bond No. LG1-121-010461-186 TD 33/8 August Basis 4 // Issued to Hopeman Brothers Inc.

LIBERTY MUTUAL FIRE INSURANCE COMPANY Duy & Dooma

Work Units 1 -

Countersigned by

issued db 4-28-76 Sales Office and No. 220

End. Serial No 28

with reserved Representative

Form 102

## C6ase 244-32/4287KLPDJNDoD66+444entFiledD07780/241/1E/12ere@007e3D024f 143: PlageID#De968 Exhibit(s) 44 Page 10 of 44

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 ELIBERTY MUTUAL INSURANCE COMPANY

Bur E. Do

		Countersigned by	Authorized Se	Dresentative
1SO G530 (6-1-75)	Issued	Sales Office and No.	End. Serial No.	27
· · · · ·		· ·	•	[*]

## C6ase 244-32/4287KEPDJNDoD86e444entFiledD07780/241/1E/12efre@ag/e3D12af 115: P1ag0ID#De969 Exhibit(s) 44 Page 11 of 44

## PREMIUM DISCOUNT ENDORSEMENT

(Astomobile and General Liebility 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:

- 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 Mossachusetts:
  - (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

5

AE1-121-010461-166

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 S Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis issued to

Issued

SLIBERTY MUTUAL INSURANCE COMPANY D LIBERTY MUTUAL FIRE INSURANCE COMPANY

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Countersigned by

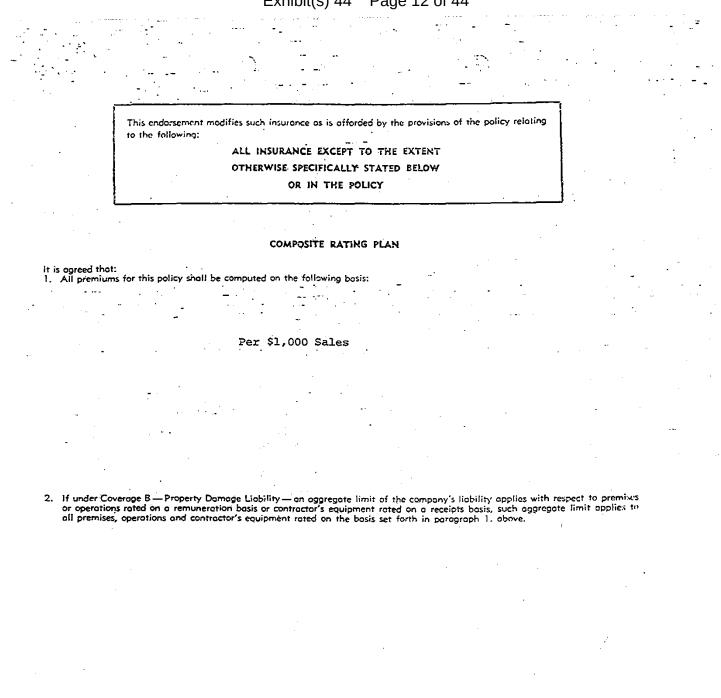
Sales Office and No.

rsigned by

End. Serial No. 25

Authorized Representative

#### CGase 241-32/4287KEPDJNDoD86444entFilet007780/241/1EnterePage30224f 115: PlageID De900 Exhibit(s) 44 Page 12 of 44



LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

11/14 SECRETARY

L-GSC03 (10-1-66)

to Policy No. LG1-121-010461-186

Premium \$

Effective Date

Expiration Date Audit Basis For attachment

issued to

Countersigned by

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#### C6ase 241-32/4287KEPDJNDoD86+44entF7let0077/30/241/12/n2ere8/907e3082df 115: PlageID#De901 Exhibit(s) 44 Page 13 of 44

#### AMENDMENT OF CANCELLATION CONDITION ENDORSEMENT

It is agreed that the "Cancellation" Condition-is replaced by the following:

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 and to any lienholder shown in the policy, 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 concelled by the company by mailing to the named insured and to any lienholder shown in the policy, at the last address of record, written notice stating:

- 1. when not less than lifteen days thereafter such cancellation shall be effective, if the policy insures a commercial or industrial concern, óг
- when not less than ten days thereafter such concellation shall be effective, if the named insured fails to discharge when due any Ω. of his obligations in connection with the payment of premium for this policy or ony installment thereof, whether payable directly to the company or its agent or indirectly under any premium finance plan or extension of credit, or
- 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 з. 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 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 shall be made within fifteen days of notice of cancellation, unless an audit or rate investigation is required in which case premium adjustment shall be made as soon as practicable, however, 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. LG1-121-010461-186 Audit Basis Issued to

Issued

LIBERTY MUTUAL INSURANCE COMPANY LISERTY MUTUAL FIRE INSURANCE COMPANY

Rece E. Lorman

Worlf Units 1 -

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Countersigned by

Sales Office and No.

Authorized Representative End. Serial No.

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# C6ase 241-324287KEPDJNDoD66H44entFiledD07780/241/1Eh2ere@ag#30424f19:P1ag0ID#De902 Exhibit(s) 44 Page 14 of 44

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			· · · ·	· · ·		
This ondors	ment movilies such	insurança as i	s afforded by th	e provisions or ti	he policy minting t	<b>b</b>
the followin	g:		-			
	COMPREH	ENSIVE GEN	ERAL LIABILI	Y INSURANCE		
C	OMPLETED OPE	RATIONS AN	D PRODUCTS	LIABILITY INSU	RANCE	
	CO	NTRACTUAL	L'ABILITY INS	URANCE		
-	MANUFACTURE	S' ÁND CO!	NTRACTORS' L	IABILITY INSU	RANCE	
~ C	WNERS' AND CO	ONTRACTORS	" PROTECTIVE	LIABILITY INS	URANCE	
	OWNERS', LANE	LORDS' AN	d tenants' L	IABILITY INSU	RANCE	
			ER'S INSURAN			

## 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:
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Premium \$				
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For attachment to Po Audit Básis Issued to	icy or Bond No.	LG1-121-010461-186	Bue E. Gorman	Melin & Badden
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# C6ase 244-32/4287KEPDJNDoD86+444entFiledD07/780/241/1E/n2ere@ag/e30524f 115: P1ag0ID#De903 Exhibit(s) 44 Page 15 of 44

## 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 endocrement is executed by the company below designated by an entry in the box opposite its name,

Premium \$		
1 the tive Date	Expiration Date	
Torjattachineou in Policy or	^{1 Bond No.} LG1-121-010461-186	
Audit Baas		
haued to		

ELIBERTY MUTUAL INSURANCE COMPANY

Buin & Borinen Malin & Bradelan

		Countersigned by	Authorized Representative		
ISO-G525 (8-1-73)	issued	Sales Office and No.	End. Serial No. 22		
			· · · · · · · · · · · · · · · · · · ·		

## C6ase 241-32/4287KEPDJNDoD86+444entF7let0077B0/241/1E/n2ere@037e3D62df145:Plag9ID#De994 Exhibit(s) 44 Page 16 of 44

# 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:

- 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 retro-spective 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.

- (c) 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 Texos General Liability Standard Premium shall be subject to the applicable discount percentages as stated in soid Table of "Texos Premium Discounts (General Liability)", opposite the overage 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 opplicable 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 Pion, shall be the difference between (1) the discount determined by opplying to the Texas General Liability Standard Premium, the applicable percentages stated in soid Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability 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 soid Table opposite so much of the Total Standard Premium as is whet to retrospective rating. is subject to retrospective roting.

## TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

(General Liability)

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Totai Standard Premlum (See Note)	Premium Discount Per- centage Applicable to Tezas Ceneral Liablility Standard Premium	Total Standard Premium (Sae Note)	Premium Discount Per- centage 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	2,305	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	5,589	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	5,705	7.2	5,231	9.7
1,429	2.3	2,729	4.8	5,777	7.3	8,379	9.8
1,457	2.4	2,831	4.9	5,350	7.4	8,533	9.9

(Continued on page 2)

Form L-G-5023 (Texas) (10/1/69) LC LG LM LO Poge 1 Prinled M USA

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## Cease 244-32/42/87/KLPDJNDoD86+44/entFiledD07//30/241/1E/nzere@037/430724f 115: PlageID#De905 Exhibit(s) 44 Page 17 of 44

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Promium	Total Standard Premium (See Note)	Premium Discount Per- centzge Applicable to Texas General Liability Standard Premium	Tota) Standard Premium - (See Note)	Premium Discount Per- centage Applicable to Texas Coneral Liability Standard Premium	Totat Standard Presilum (See Note)	Promium Discount Por- centage 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 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 - 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5	-
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,788 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9			
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 20.4			-

#### - TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES -- Continued

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 Premlum

Premium \$ Effective Date LIBERTY MUTUAL INSURANCE COMPANY Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis m 8 C. L issued to PRI 3404 × 7 Work Units 1 -Countersigned by . . . Authorized Representative Issued Sales Office and No. End, Serial No. 21 Form L-G-5023 (Texos) (10/1/69) LC LG LM LO Poge 2 Printed In USA

## C6ase 241-32/4287KEPDJNDoD86+444entFilet007780/241/12/12/12/ere@007#30824f15:224g9ID#De986 Exhibit(s) 44 Page 18 of 44

AMENDMENT OF CANCELLATION CONDITION (Michigan)

It is agreed that the first paragraph of the Cancellation Condition is gmended to read as follows:

This policy may be concelled by the named insured by mailing to the company written notice stating when thereafter the concellation shall be effective. This policy may be concelled 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 concellation 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 \$

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Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis issued to

Issued

LIBERTY MUTUAL INSURANCE COMPANY

Work Units 1 -Countersigned by

Sales Office and No.

End. Serial No. 20

Authorized Representative

#### C6ase 241-32/4287KEPDJNDoD86+44entF7let0077/30/241/12/n2ere8/907e30924f145:Plag9ID#De907 Exhibit(s) 44 Page 19 of 44

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

#### (Mossachusetts 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 angunt) is offorded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named insured.
- If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the 2. 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 \$ Expiration Date Effective Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis issued to

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LIBERTY MUTUAL INSURANCE COMPANY

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Countersigned by

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Authorized Representati

End. Serial No. 19

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# C6ase 244-32/4287KEPDJNDoD666444entFiledD07780/241/1E/nteref9.037/6320/24f 145: Plag0ID#D4908 Exhibit(s) 44 Page 20 of 44

## 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 S

Effective Date Expiration Date For attachment to Policy or Bond No. Audit Basis Issued to LIBERTY MUTUAL INSURANCE COMPANY

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#### Work Units 1 -

Countersigned by Authorized Representative G512, A0013 Issued Sales Office and No. End. Sorial No. <u>18</u> AE AV AG LF LG LO LM LX 10-1-66

# C6ase 244-32/4287KEPDJNDoD666444entFiledD07780/241/1E/nteref9.037/430124f 115: PlageID#D49699 Exhibit(s) 44 Page 21 of 44

## 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

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Week Honts I Countersigned by Authorized Representative Issued Sales Office and No. End. Serial No. 17 Form 102

## Cease 241-32/4287KLPDJNDoD86+444entFiledD07780/241/1E/nzere@037430/24f 115: Plag9ID#D2800 Exhibit(s) 44 Page 22 of 44

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

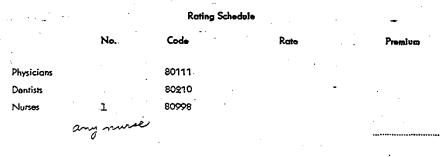
COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

#### INCIDENTAL MALPRACTICE ENDORSEMENT

## It is agreed that:

- 1. The definition of "bodily injuty" is amended to include injuty 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.



Total Premium S.....

Premium S Included in Composite Rates Filective Date Expiration Date for attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

LIBERTY MUTUAL INSURANCE COMPANY

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Work Units 1 -Countersigned by . . . . . . . . . . . Authorized Representative L-G 2044 R1 MB Adv. 002 Issued Sales Office and No. End. Sarial No. 16 (1.1 74)

## C6ase 241-32/4287KEPDJNDoD86+44entF7let0077/30/241/12/n2ere8/907#30824f 145: PlageID#D2601 Exhibit(s) 44 Page 23 of 44

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COVERAGE A -- BODILY INJURY LIABILITY

COVERAGE 3 -- 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. LG1-121-010461-186 Audit Basis Issued to

LIBERTY MUTUAL INSURANCE COMPANY

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#### Work Units 1 -

Countersigned by

Sales Office and No.

Authorized Representative

L-G1004 (1/1/73) issued LC LG LM' LO Printed USA

End. Serial No. 15

## C6ase 244-32/4287KEPDJNDoD866444entFiledD07780/241/12/12/12/ere@ 007/6324/24f 115: PlageID#D6062 Exhibit(s) 44 Page 24 of 44

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 - Brood 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 nomed 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 domage 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 ofter 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 **nemed insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Premium \$ Included in Composite Rates Literove Date Expiration Date For all thread to Policy or Bond No LGI-121-010461-186 Audu Base Issued to

LIBERTY MUTUAL INSURANCE COMPANY

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Countersigned by

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Issued Sales Office and No

End. Serial No. 14

Authorized Representative

## C6ase 241-32/4287KEPDJNDoD86+444entFilet007780/241/1E/12ere@037432624f 115: Plag0ID#D2663 Exhibit(s) 44 Page 25 of 44

# 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 C LIBERTY MUTUAL FIRE INSURANCE COMPANY

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Sales Office and No.

Authorized Representative End. Serial No. 13

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#### 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.

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Z LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorson

Work Douts F

Countersigned by

Sales Office and No.

Issued

End. Serial No. 12

Authorized Representative

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Form 102

## C6ase 244-32/4287KLPDJNDoD866444entFiledD07780/241/12/12/12ere@007632724f139:121ag01D#D6865 Exhibit(s) 44 Page 27 of 44

## RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

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
Bufferthing of Burnauting	

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

Issued

BLIBERTY MUTUAL INSURANCE COMPANY

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Sales Office and No.

Countersigned by

End. Serial No.

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## C6ase 244-32/4287KEPDJNDoD866444entFiledD077804/241/1E/12ere@007632824f 115: PlageID#D6066 Exhibit(s) 44 Page 28 of 44

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.

 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	Limit of	Rate	Premium
of Property	Liability	(per \$100 of Limit)	
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 i	n Composite Rate
Effective Date	Expiration Date
For attachment to Policy or I	Bond No. LG1-121-010461-186
Audit Basis	LG1-121-010461-186
issued to	

LIBERTY MUTUAL INSURANCE COMPANY

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Issued	Sales Office and No.		End. Serial No.	10	•
<b>.</b> .	-	-	· · · ·		Form 102A

## CEase 244-324287KLPDJNDoD86+44entF7letD077/30/241/1E/n2ere@03/e30924f 115: PlageID 1D2607 Exhibit(s) 44 Page 29 of 44

WATERCRAFT EXCLUSION

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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 f or attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

C LIBERTY MUTUAL INSURANCE COMPANY

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Wark Uters 1_________ Countersigned by __________ Issued Sales Office and No. End. Serial No. 9 Form 102 -

## C6ase 244-32/4287KEPDJNDoD86H44entFiledD07780/241/12/12/12/12/64ref 007/438024f 113: PlageID#D6068 Exhibit(s) 44 Page 30 of 44

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 L'ABILITY COVERAGE P — PERSONAL INJURY LIABILITY

## FOREIGN COVERAGE ENDORSEMENT

#### It is opreed 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, mointenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the monufacture, sale or distribution of goods or products at or from such premises.

#### 11. 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.

Premum S Included in Composite Rates I ffective Date Expiration Date For attachment to Policy or Bond No. Audit Basis Issued to

LIBERTY MUTUAL INSURANCE COMPANY

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#### Work Units 1 -

Countersigned by Authorized Representative L-G2001 (10/1/66) Issued Sales Office and No. End. Serial No. 8 LC LG LM LO Printed USA

## C6.as & 241-32/42/87KLPDJNDoD86+/44entFilet007/780/241/12/12/12ere& 07/430124f 115: PlageID #D8609 Exhibit(s) 44 Page 31 of 44

## AMENDATORY ENDORSEMENT

## Sixty Day Cancelllation 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 Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

C LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

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## Work Units 1

Countersigned by Authorized Representative Issued Sales Office and No. End, Serial No. 7 Form 102

## C6ase 244-324287KEPDJNDoD86e444entFile0007780/241/1E/12ere@age380/24f193:P1ag9ID#De86c0 Exhibit(s) 44 Page 32 of 44

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:

- This insurance does not apply to injury to or destruction of the described property while in transit.
- This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the <u>insured</u> or any subcontractor of the <u>insured</u>.
- 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.
- (a) The company's obligation under this endorsement to pay <u>damages</u> on behalf of the <u>insured</u>, as the result of one <u>occurrence</u> 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 <u>insured's</u> duties in the event of any <u>occurrence</u> 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 <u>named insured</u> 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)

## CGase 244-32/4287KEPDJNDoD866444entFiled007/360/241/12/12/12/02/ere@307/430824f 115: PlageID#De86.1 Exhibit(s) 44 Page 33 of 44

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. IG1-121-010461-186 Audit Basis Issued to

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End. Serial No. 6 Page 2 of 2

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Form 102

## ST. PIERRE (HBI) -751

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## C6ase 244-32/4287KEPDJNDoD866444entFiledD07780/241/12/12/12/ere@ag/e38424f149:Plag9ID#De86c2 Exhibit(s) 44 Page 34 of 44

## 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 S Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

S LIBERTY MUTUAL INSURANCE COMPANY

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Issued

Sales Office and No.

No.

Countersigned by

Authorized Representative End. Serial No. 5

Form 102

#### C6ase 241-32/4287KEPDJNDoD66+444entF7let0077/30/241/12/12ere8 07#30524f 115: Plag0ID #D66t3 Exhibit(s) 44 Page 35 of 44

## 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 ony 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 pareement;
- T(c) odvertising, 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.

#### COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION" H. –

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 nomed 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

"domoges" 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, molicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bedily injury" and "property damaga."

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LIBERTY MUTUAL INSURANCE COMPANY

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Authorized Representative

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Countersigned by

Issued L-G 2050 R1 (1 1.74) LG LM LO

Sales Office and No.

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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 some 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 opplicable 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;
- named insured of (0) the holding of our of the custome of only contained in the name insure a product;
   (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 indemnitée, 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 o 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 foilure to give directions or instructions by the Architect, his agents or employees, provided such giving or foilure 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 badily 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 on employee of the named insured, to pay any amounts or benefits on account of his badily injury in excess of those for which the named insured or any carrier os his insurer may be held habits under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (c) if the indemnitee is an employee of the named insured, to pay on behalf of or to indemnite any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (c) if the indemnitee is an employee of the named insured, to pay on behalf of or to indemnite the with respect to badily injury sustained by a fellow employee arising out of ond 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 mode 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 an 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 abave 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.

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Countersigned by Authorized Representative

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L-G2045 (1/1/73) LC LG LM LO issued Poge 2 of 2

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## AMENDATORY ENDORSEMENT

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This endorsement is executed by the company below designated by an entry in the box opposite its name.

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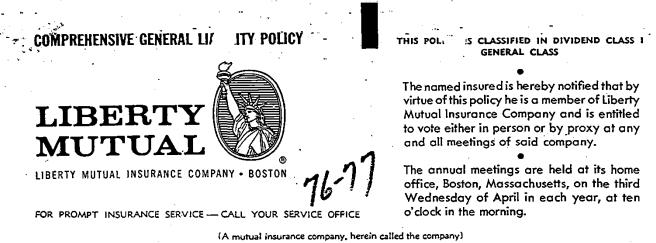
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In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

#### 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

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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
  - any watercraft owned or operated by or rented or loaned to any insured, or
  - 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 in**sured;

- (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
  - 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
  - (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
- tessor described in (2) above;
- 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

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- (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 annly with respect to

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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;

to property damage to premises alienated by the named insured arising out of such premises or any part thereof; 0

(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 physi-cal 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; to property damage to work performed by or on behalf of the named insured arising out of the work or any portion (0) 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.

## SUPPLEMENTARY PAYMENTS

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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, pre-miums 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;
- expenses incurred by the insured for first aid to others at the (c) time of an accident, for bodily injury to which this policy applies;
- reasonable expenses incurred by the insured at the company's (d)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. .

#### 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;
- if the named insured is designated in the declarations as other (c) than an individual, partnership or joint venture, the organiza-tion 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 locornotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - an employee of the named insured while operating any (i)such equipment in the course of his employment, and

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any other person while operating with the permission GD. of the named insured any such equipment registered in the name of the named insured and any person or organ-ization 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 oganization 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

Coverage A-The total liability of the company for all damages, including damages for care and loss of services, because of bodily including damages for care and loss of services, because or being 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" 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". , the

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 ex-ceed the limit of property damage liability stated in the declarations as applicable to "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 "aggregrate":

- (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 in-cluded 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 liabil-ity is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include prop-etty damage to relate a property damage to reaster at property of the property damage to reaster at property damage to reaster at property of the property damage to reaster at property damage to reaster at property of the property damage to reaster at property damage to reaster at property of the property damage to reaster at property damage to reaster at property of the property damage to reaster at property damage to reaster at property of the property damage to reaster at property damage to reaster at property of the property damage to reaster at property damage to reaster at property of the property damage to reaster at property damage to reaster at property of the property damage to reaster at property damage to reaster at property of the property damage to reaster at property damage to reaster at property damage to reaster at property of the property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at property damage to reaster at pre erty damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural altera-tions at such premises which do not involve changing the size of or moving buildings or other structures;
- 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.

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**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.

## 7 POLICY TERRITORY

This policy applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

## VT 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 specifices "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, stainway, 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 nor 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 selfpropelled, (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-intransit 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 bazard" 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 uncarned 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.

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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.

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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.

## 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.

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.

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 thas 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 fullamount 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.

Auce E. Doorman SECRETARY

Melvin B. Bradela

PAGE 4 (See Page 5)

President

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THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVER-AGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREMENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

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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.
- 11. 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.

SECRETARY

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

Melvin B. Bradala

PRESIDENT

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**DECLARATIONS** 

COMPREHENSIVE GENERAL LIABILITY POLICY

ICY NO.	21-010461-187	TO CODE SALES OF	rice ynbrook	220	SALES REPRESENTATIVE Champagne		^{cobε} 7541	N/R IST YEAN	
Item 1.	Named Insured Hop						<u> </u>	<u>1</u>	
	Address c/o Fred						14604		
						ster, Ni	14604		
	The named insured	-		inp [], Corporat					
	Business of named in:	sured is: Contr	acting Day	Year	Mo.	Day	Үсэг		
ltem 2.	Policy Period: From 12:01	1	1	77 to	1	1	78		
	Audit Basis: At Exp	viration 🔄, Ann	ual 🔲, Sen	ni-Annual 📋, Qu	arterly [], Mont	hly 🔀, Flat	t Charge [	]	
Item 3.	The insurance affore charge or charges, all the terms of this	The limit of the	e company's l	liability against e	ach such Coverages a	s are indica shall be as	ted by spe stated here	cific premiun in, subject t	
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				\$ 500,0	000 each occur	rence			
	A BODILY IN	JURY LIABIL ·	LITY	\$ 500,0	00 aggregate	,		<u>.</u>	
			\$ 500,0	100 each occur	rence \$				
	B PROPERTY DAMAGE LIABILITY			E 500 C	\$ 500,000 aggregate				
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	\$ Computation of Pren	niums				<u>_</u> l	Advance Pro		
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Item 4. Declarations — Schedule — General Liability Hazards

General Liability Hazards		PREMIUM BASE	RATES		ADVANCE PREMIUMS	
CLASSIFICATION AND LOCATIONS		Unlimited	Per S		BODILY INJUAT LIADILITY	PROPERTY DAMA LIABILITY
CLASSIFICATION AND LOCATIONS		WC Payroll	BODILY INJURY LIADILITY	PROPERTY DAMAGE LIABILITY		
		MC Paytori				
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and operations of the News Tra-						
All Operations of the Named Ins except GA and LA	15050	7,175,000	2.099	2.901	150,603	208,147
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All GA and LA Operations	15050	1,825,000	.473	_527	8,632	9,618
			i	Total	159,235	217,765
				Deposit	39,809	54,441
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	······································
•••••	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 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 endocement is executed by the company below designated by an entry in the box opposite its name.

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Fromum \$ Ethictiva Date		Expiration Date	C LIBERTY MUTUAL INS	
Lor attachment to E Audit Basis Asseed to	Policy or Bond No.			- Melin & Badden
- Work Units 1.		Countersigned b	Y	resontative
(10-1-66)	issued	Sales Office and No.	End, Serial No.	25
				Form 102A

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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 endorsoment is executed by the company below designated by an entry in the box opposite its name.

Premium \$			K] LIBERTY	MUTUAL IN	SURANCE C	OMPANY
Effective Date		Expiration Date	LIBERTY I	MUTUAL FI	RE INSURAN	ICE COMPANY
For attachment to Audit Basis Issued to	Policy or Bond No. L(	31-121-010461-187	Bun 6.	Some and	- Melin	- B Braddon
Work Units 1		Countersigned by	•••••	Authorized Re	). Dresentative	
ISO G530 (6-1-75)	Issued	Sales Office and No.	Er	nd. Serial No.	24	•

# Ccasse 32244324428-KL7PDJDocD&6:4451enFiled107/30/2411/En/24ecP07/86/24135:1213(349D#D20527 Exhibit(s) 45 Page 5 of 35

## AMENDMENT OF CANCELLATION CONDITIONS ENDORSEMENT

It is agreed that the "Cancellation" Condition is replaced by the following:

This policy may be concelled 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 loss 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 proceduro. 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.

Promium \$	
F Hoctive Date	Expiration Date
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Audit Basis	
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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

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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, atkalis, 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

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	Premium S				
3	Effective Date		Expiration Date	LIBERTY MUTUA	L INSURANCE COMPANY
	For attachment to Po Audit Basis Issued to	licy or Bond No. ]	LG1-121-010461-187	0 1 .	Melin & Cadalan Melin B. Cadalan
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.*	ISO G521 ED1 (1-1-73)	Issued Protect USA	Sales Office and No.	End, Serial No.	22

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## 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.

thesendocement is executed by the company below designated by an entry in the box opposite its name.

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## PREMIUM DISCOUNT ENDORSEMENT - TEXAS (General Liability Insurance)

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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:

- 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.

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- (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 Texos General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texos 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 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, exclusive of any premium subject to any Retrospective Standard Premium the applicable percentages stated in soid 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 soid Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

## TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

(General Liability)

Total Standard Premium (See Note)	Promium Discount Per- centage Apolicable to Texas General Liability Standard Premium	Total Standard Premium (Sac Nole)	Pramium Discount Per- centage Applicable to Texas General Liabitity Standard Premium	Tota) Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage 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

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Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	<ul> <li>Total</li> <li>Standard</li> <li>Premium</li> <li>(See Note)</li> </ul>	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premlum (Seg Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas Gonerai 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 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5 *
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,788 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9		
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 20.4		

## TABLE OF FEXAS PREMIUM DISCOUNT PERCENTAGES - Continued

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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.

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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

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LIBERTY MUTUAL INSURANCE COMPANY

Authorized Representative

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Countersigned by

Sales Office and No.

End. Serial No 20

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AMENDMENT OF CANCELLATION CONDITION (Michigan)

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

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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.

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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 Bo Audit Basis Issued to	Expiration Date ond No. LG1-121-010461-187	BLIBERTY MUTUAL INSI LIBERTY MUTUAL FIRE Burg & Boomen Scottany	
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# CGase 244-32/4287KEPDJNDoD866445entFiledL077804/241/12/12/12/47ef 807/430124f 85: PlageID#D26663 Exhibit(s) 45 Page 11 of 35

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

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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 **nomed insured** under the Massachusatts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- 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 (compulsary 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 locomation.

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Premium \$			
Effective Date	Expiration Date	LIBERTY MUTUA	L INSURANCE COMPANY
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## ACTION AGAINST COMPANY AMENDMENT (Massachusetts)

It is agreed that the clouse "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).

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Effective Date	Expiration Date	LIBERTY MUTUAL	INSURANCE COMPANY
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## 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

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LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

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Countersigned by ......Authorized Representative

Sales Office and No.

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Form J02

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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:

- 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 (j) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

,		Rating Sch	edule	
	No.	Code	Rate	Premium
Physicians		80111		
Dentists		80210		· •
Nurses		80998		

Total Premium \$.....

Premam \$ Included in Compo	osite Rates		
I flective Date Expiration Date			
for attachment to Policy or Bond No.	LG1-121-010461-187		
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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

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## COYERAGE 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. LG1-121-010461-187 nuo & Los Audit Basis Issued to

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End. Serial No. 14

Authorized Representative

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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.

Posman \$ Include	ed in Composite Rates
Effective Date	Expiration Date
For attachment to Polic	y or Bond No. LG1-121-010461-187
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## 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

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Buc E. Soomen Malin & Bullan

Work Units 1 -

Countersigned by Authorized Representative

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

Countersigned by

Sales Office and No.

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

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CALIBERTY MUTUAL INSURANCE COMPANY C LIBERTY MUTUAL FIRE INSURANCE COMPANY

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End. Serial No.

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# C6ase 241-32/4287KEPDJNDoD86:445entFiledL07780/241/1E/tere@037e30924f B5: Plag0ID#D26641 Exhibit(s) 45 Page 19 of 35

# RETROSPECTIVE PREMIUM ENDORSEMENT – PLAN ( $_{\rm D}$ ) 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.

Expiration Date

Premium \$ Effective Date For attachment to Policy or § Audit Basis

For strachment to Policy or Bond No. LG1-121-010461-187 Audit Basis Issued to

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I LIBERTY MUTUAL INSURANCE COMPANY D'LIBERTY MUTUAL FIRE INSURANCE COMPANY

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Sales Office and No.

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End. Serial No. 10

Authorized Representative

# C6ase 241-324287KEPDJNDoD666445entFiledL07780/241/1Entere® & 20024f 85: PlageID#D66642 Exhibit(s) 45 Page 20 of 35

WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

v^{*}

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

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INBERTY MUTUAL INSURANCE COMPANY C LIBERTY MUTUAL FIRE INSURANCE COMPANY

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Buc & Loomen Melin & California

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	Issued	Sales Office and No.	End. Serial No. 9	
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# CGase 244-32/4287KEPDJNDoD866445entFiledL07/780/241/12/12/12/12/97/6320124f 85: Plag9ID#D26643 Exhibit(s) 45 Page 21 of 35

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) at the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) unywhere 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, the 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 mode 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 therenf 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.

Premount \$ Included in Composite Rates
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for attachment to Policy or Bond No. LG1-121-010461-187
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LIBERTY MUTUAL INSURANCE COMPANY

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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:

- This insurance does not apply to injury to or destruction of the described property while in transit.
- This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the <u>insured</u> or any subcontractor of the <u>insured</u>.
- 3. This insurance shall not apply to that portion of any loss with respect to which the <u>insured</u> has any other insurance whether on a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
- (a) The company's obligation under this endorsement to pay <u>damages</u> on behalf of the <u>insured</u>, as the result of one <u>occurrence</u> applies only to the amount of <u>damages</u> 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 <u>insured's</u> duties in the event of any <u>occurrence</u> 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 <u>named insured</u> 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 Page 1 of 2

L-G2042 (1-1-73)

# CGase 241-32/4287KEPDJNDoD86445entFiledL07/30/241/12/n2ere8 07/32824f B5: Plag9ID #D8645 Exhibit(s) 45 Page 23 of 35

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. LG1-121-010461-187 Issued to

C LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

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L-G2042 (1-1-73)

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Countersigned by Authorized Representative

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 \$			C LIBERTY MUTUAL INS	URANCE COMPANY
Effective Date		Expiration Date	D LIBERTY MUTUAL FIR	E INSURANCE COMPANY
For attachment to Policy or Audit Basis Issued to	Bond No. LC	51-121-010461-187	Bura E. Bossan	Malin & Galden
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## 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:

## 1. 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 obligated to pay any provide on a settlement.

Exclusions: This coverage does not apply to personal injury arising out of:

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(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, broadcosting 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 partian 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

"domages" also includes any domages 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 intengible 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 demage."

Schedule Limits of Liability \$ 500,000 general aggregate

Code 99980

Premium \$	Included	in Comp	posite	Rates
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Authorized Representative

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This endomerant 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 orise out of (a) operations performed or services furnished by the named insured or (b) the maintenance or use of real or personal property owned by or rented to the named insured or of the property rights or privileges granted to the named insured or other property rights or privileges granted to the named insured or other property rights or privileges granted to the named insured or other property rights or privileges granted to the named insured or formed insured as formed in the named insured or for the existence of any condition in the named insured's products;
- named insured in the number of the number of the existence of any continue in the number a product.
  (2) If the indemnited is an architect, angineer or surveyer, to bodily injury or property damage arising out of any professional previous previous previous previous previous previous previous previous previous of the indemnited in the indemnited in the previous previous previous previous of the previous of the previous previous previous of the previous previous previous of the previous previous previous of the previous of the previous of the previous previous previous of the previous of the previous previous previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous previous previous of the previous of the previous of the previous previous previous of the previous of the previous of the previous previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous of the previous
- (3) to any ognement (at to pay for property damage to property owned by, rented to or used by the indemnitee orising out of uperations performed for the named insured by the indemnitee or (b) to pay any fines, penaltics or liquidated damages or (c) to pay any amount, or benefits in account of badily injury or property damage in excess of such compensatory damages as would be recay erable therefor in our action of tort for ordinary negligence or (d) if the indemnitee is on employee of the named insured, to pay environmed the is on eraployee of the named insured, to pay environmed to be defined workmen's contensation, unemployment compensation, disability benefits or similar law or left if the indemnitee is on employee of the indemnitee with respect to badily 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 mode prior to the occurrence giving rise to the bready injury or property domage with respect to which indomnification is claimed, but insured contract does not include (1) on 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 workmonlike manner.

## IV. ARBITRATION

The word "suit" includes on orbitration 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 orbitrations 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 "oggregate." Such aggregate limit shall apply separately with respect to each project away from premises awned by or rented to the named insured.

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Countersigned by Authorized Representative

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AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include **Example 1**, 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 For attachment to Policy or Bon Audit Basis Issued to	Expiration Date d No. <u>LG1-121~010461-187</u>	BLIBERTY MUTUAL INSURANCE COM DLIBERTY MUTUAL FIRE INSURANCE Aug & Bornan Melin O	COMPANY
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Broad Form Named Insured Endorsement

The term "named insured" includes in addition to the person or organization named in Item 1 of the declarations:

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<b>,</b>	Wayne Manufacturing Corporation,	 1
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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 aforenamed 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 Audit Basis

Expiration Date For attachment to Policy of Bond No. LG1-121-010461-187 issued to

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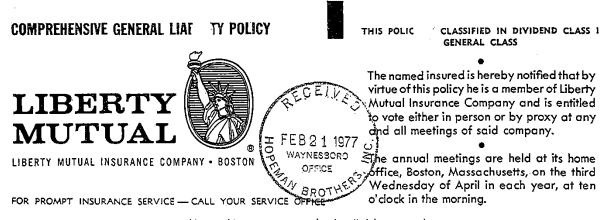
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End. Serial No.

Authorized Representative

Form 102

## C6ase 244-32/4287KEPDJNDoD866445entFiledL07780/241/12/12/12/ere@ 007/638024f 135: PlageID #D8662 Exhibit(s) 45 Page 30 of 35



## (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 suif 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
  - 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;

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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
  - 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
  - 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
    by reason of the selling, serving or giving of any alcoholic
  - 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;

- 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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property damage (other than to elevators) arising out of the an elevator at premises owned by, rented to or controlled by the named insured;

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- to property damage to premises alienated by the named insured arising out of such premises or any part thereof; (1)
- to loss of use of tangible property which has not been physi-cally injured or destroyed resulting from (m)
  - 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 per-formed 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 physi-cal 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;
  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,

## SUPPLEMENTARY PAYMENTS

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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 inferest 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;
- expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy (c) applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or de-fense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

## 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;
- if the named insured is designated in the declarations as other (c) than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stock-holder 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
  - (iii) 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 avail-able, either on a primary or excess basis, to such person or organization;

provided that no person or oganization shall be an  ${\bf insured}$  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 dam-age 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 one animations 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 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 ex-ceed 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 "aggregrate":

- (1) all property damage arising out of premises or operations rated an property damage ansing out or 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 in-cluded 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 liabil-ity 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 altera-tions 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.

PAGE 2

## C6ase 244-324287KEPDJNDoD866445entFiledL077804241/1Eh2ere@03638224f 85: PlageID #D6664 Exhibit(s) 45 Page 32 of 35

**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.

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## 7 POLICY TERRITORY

This policy applies only to bodily injury or property damage which occurs within the policy territory.

# ${ m VI}$ 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 specifices "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 selfpropelled, (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-intransit 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;

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"named insured" means the person or organization named in Item I 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 haxard" 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. ٧L

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.

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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.

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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.

## 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 sall 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.

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.

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.

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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 llability 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.

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(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.  $\blacksquare$ 

**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 compated

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.

Auce E. Doorman

SECRETARY

Melvin B. Bradshaw PRESIDENT

PAGE 4 (See Page 5)

## Cease 244-32/4287KEPJNDoD86H45entFiledL07780/241/1E/12ere@007e3842aff B5: PlageID#De866 Exhibit(s) 45 Page 34 of 35

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVER-AGES 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
  - 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.
- 11. 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.

SECRETARY

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

Ula E. Doorman

Melvin B. Bradston

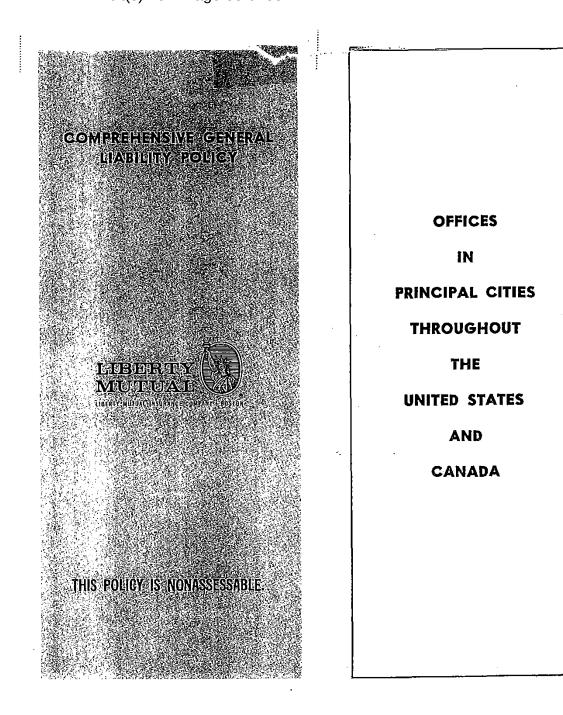
PRESIDENT

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PAGE 5

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SHORT	RATE CAN		ON TABLE
	Per Cent of	Daur	Per Cent of
Days Policy	One Year	Days Policy	One Year
in Force	Premium	in Force	Premium
	1 I VIII MIII		
1	· · · 5.	154-156	63
2	6	157-160	54
3-4	7	161-164	55
<u>δ</u> 6	8	165 - 167	
7-8	9	168-171	67
9- 10	10	172 - 175	58
11-12	11	176 - 178	
13 - 14	12	179-182	(6 mos.) 60
15- 16	13	183-187	61
17-18	• • • 14	188-191	62
19 - 20	16	192–196 197–200	63
21 22	16	191-200	
23- 25 26- 29	17	201-205	65
	1 mo.) 19	206-209 210-214	
38-36	. 00	215-214	60
37 40	01	219-223	60
41-43	00	224-228	
44-47		229-282	::: iii
48- 51	24	233-237	
52-54	25	238-241	12 12
55- 58	26		(8 mos.) 74
	2 mos.) 27	247-250	75
63 65	28	251-255	76
66- 69	29	256-260	
70- 73	30	261264	, 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 (	8 mos.) 36	283-287	83
92-94	36	288-291	84
95 98	37	292-296	85
99-102	38	297~301	86
103-105	39	302-306 (	(10 mos.) 87
106-109	40	306-310	88
110-113	, 41	311-314	89
114-116 117-120	· · · 42	315319 320323	90
	4 mos.) 44	320-323	
125-127		329-328	
128-131	10		(11 mos.) 94
132-135	40	338-342	່ ິດຮ
136-138	48	343-346	00
139-142	49	347-351	
143-146	50	352-355	
147-149	<b>F</b> 4	356-360	
150-153 (	5 mos.) 52	361-365 (	12 mos.) 100
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provisions	(1) and (2) to	obtain ear	ned premium
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ST. PIERRE (HBI) -797

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400 POYDRAS STREET SUITT 1200 NEW ORLEANS, LA. 70130

PHONE 504.524.5510 FACSIMILE 504.524.7887

WWW.COURINGTON-LAW.COM

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

trulv va

Blaine A. Moore

BAM/cwd Enclosures



## Ccasse3224324428-KLPDJDocD86-466enFiled207/30/24.1/En/tetecP07/30/24.13.12.1.4.g49D#De559



Exhibit(s) 46 Page 2 of 12

400 POYDRAS STREET SUITE 1200 NEW ORLEANS, LA. 70130

PHONE: 504.524.5510 FACSIMILE: 504.524.7887

WWW.COURINGTON-LAW.COM

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.

# Casse 3224324-28-KL7PDJDod 266-4460 en File d 207/36/24 1/Enterted P07/30/24 125:P11/249D#Desco Gapy A Lee Esq. Exhibit(s) 46 Page 3 of 12

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

2. Moory/ Clist Very truly yours, Blaine A. Moore

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

# 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.;
- 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
- 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  $\underline{\mathscr{S}^{++}}$  day of August, 2011.

KAYE N. COURINGTON, E

SWORN TO AND SUBSCRIBED BEFORE ME THIS  $8^{44}$  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. Plerre, 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         IP-1021-30098-39R         3/1/59 to 3/1/60           3         IP-121-207107-30R         3/1/59 to 3/1/60           3         IP-121-202514-023R         3/1/50 to 3/1/61           4         IP-121-1012514-023R         3/1/61 to 3/1/63           5         IP-121-010461-053R         3/1/61 to 3/1/63           6         IP-121-010461-054R         3/1/64 to 3/1/65           7         IP-121-010461-114R         3/1/64 to 3/1/65           8         IP-121-010461-205R         3/1/64 to 3/1/65           9         IP-121-010461-205R         1/1/55 to 1/1/66           10         IP-121-010461-206R         1/1/55 to 1/1/66           11         IP-121-010461-206R         1/1/65 to 1/1/67           12         IG-121-010461-206R         1/1/65 to 1/1/67           13         IG-121-010461-206R         1/1/68 to 1/1/67           14         IG-121-010461-206R         1/1/68 to 1/1/67           15         IG-121-010461-206R         1/1/68 to 1/1/67           16         IG-121-010461-206R         1/1/68 to 1/1/67           16         IG-121-010461-206R         1/1/70           16         IG-121-010461-200R         1/1/70           17/	$\frac{1}{1/1/74}$ to $\frac{1}{1/1/75}$	LG1-121-010461-184R	26
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-185R           LP1-121-010461-185R           LP1-121-010461-185R           LF1-121-010461-185R           LF1-121-010461-185R           LF1-121-010461-185R           LF1-121-010461-185R           LF1-121-010461-185R           LG1-121-010461-185R           LG1-121-010461-185R           LG1-121-010461-185R           LG1-121-010461-180R           LG1-121-010461-201R           LG1-121-010461-202R           LG1-121-010461-202R           LG1-121-010461-183R           LG1-121-	1/1/73 to 1/1/74	LG1-121-010461-203R	25
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-004641-053R           LP1-121-0104641-053R           LP1-121-0104641-053R           LP1-121-0104641-054R           LP1-121-0104641-054R           LP1-121-0104641-054R           LP1-121-010461-1054R           LP1-121-010461-1054R           LP1-121-010461-1054R           LP1-121-010461-185R           LF1-121-010461-205R           LG1-121-010461-205R	1/1/73 to 1/1/74	LG1-121-010461-183R	24
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-004641-053R           LP1-121-012514-023R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-104R           LP1-121-010461-114R           LP1-121-010461-105R           LP1-121-010461-185R           LP1-121-010461-205R           LP1-121-010461-205R           LG1-121-010461-206R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-208R           LG1-121-010461-208R           LG1-121-010461-208R           LG1-121-010461-209R           LG1-121-010461-209R           LG1-121-010461-209R           LG1-121-010461-209R           LG1-121-010461-200R           LG1-121-	9/1/72 to 4/2/73	GL-26-9655	23
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-1057R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LG1-121-010461-205R           LG1-121-010461-185R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-188R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207P           LG1-121-010461-207P           LG1-121-010461-207P           LG1-121-010461-207P           LG1-121-010461-207P           LG1-121-010461-200R           LG1-121-010461-201R           LG1-121	1/1/72 to 1/1/73	LG1-121-010461-202R	22
Insurance Policy No.           LP-1021-300988-39R           LP1-121-0107-30R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-114R           LP1-121-010461-114R           LP1-121-010461-105R           LP1-121-010461-186R           LP1-121-010461-186R           LG1-121-010461-187R           LG1-121-010461-188R           LG1-121-010461-208R           LG1-121-010461-208R           LG1-121-010461-209R           LG1-121-010461-209R           LG1-121-010461-209R           LG1-121-010461-209R           LG1-121-010461-209R           LG1-121-010461-209R           LG1-121-010461-180R           LG1-121-01	1/1/72 to 1/1/73	LG1-121-010461-182R	21
Insurance Policy No.           LP-1021-300988-39R           LP1-121-040461-053R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-114R           LP1-121-010461-185R           LP1-121-010461-186R           LP1-121-010461-186R           LP1-121-010461-186R           LG1-121-010461-187R           LG1-121-010461-180R           LG1-121-010461-180R           LG1-121-010461-180R           LG1-121-010461-180R           LG1-121-010461-180R           LG1-121-010461-180R           LG1-121	1/1/71 to 1/1/72	LG1-121-010461-201R	20
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-205R           LP1-121-010461-185R           LP1-121-010461-186R           LP1-121-010461-186R           LG1-121-010461-187R           LG1-121-	1/1/71 to 1/1/72	LG1-121-010461-181R	19
Insurance Policy No.           LP-1021-300988-39R           LP1-121-040461-053R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LG1-121-010461-206R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-208R	1/1/70 to 1/1/71	LG1-121-010461-200R	18
Insurance Policy No.           LP-1021-300988-39R           LP1-121-004061-053R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-1054R           LP1-121-010461-114R           LP1-121-010461-205R           LP1-121-010461-186R           LP1-121-010461-186R           LP1-121-010461-206R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-208R	1/1/70 to 1/1/71	LG1-121-010461-180R	17
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-040461-053R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-185R           LP1-121-010461-186R           LP1-121-010461-206R           L61-121-010461-207R           L61-121-010461-207R           L61-121-010461-208R           L61-121-010461-208R           L61-121-010461-208R           L61-121-010461-208R           L61-121-010461-208R           L61-121-010461-208R	1/1/69 to 1/1/70	LG1-121-010461-209R	16
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-010461-053R           LP1-121-012514-023R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-206R           LG1-121-010461-187R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-208R	1/1/69 to 1/1/70	LG1-121-010461-189R	15
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-040461-053R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-186R           LP1-121-010461-186R           LG1-121-010461-206R           LG1-121-010461-207R           LG1-121-010461-207R           LG1-121-010461-188R	1/1/68 to 1/1/69	LG1-121-010461-208R	14
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-040461-053R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-185R           LP1-121-010461-186R           LP1-121-010461-206R           LG1-121-010461-207R	1/1/68 to 1/1/69	LG1-121-010461-188R	13
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-040461-053R           LP1-121-012514-023R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-186R           LP1-121-010461-186R           LP1-121-010461-186R           LP1-121-010461-187R	1/1/67 to 1/1/68	LG1-121-010461-207R	12
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-040461-053R           LP1-121-012514-023R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-186R           LP1-121-010461-186R           LP1-121-010461-206R	1/1/67 to 1/1/68	LG1-121-010461-187R	11
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-040461-053R           LP1-121-012514-023R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-205R           LP1-121-010461-185R           LP1-121-010461-186R	1/1/66 to 1/1/67	LP1-121-010461-206R	10
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-040461-053R           LP1-121-010461-053R           LP1-121-010461-053R           LP1-121-010461-054R           LP1-121-010461-114R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R           LP1-121-010461-205R	1/1/66 to 1/1/67	LP1-121-010461-186R	9
Insurance Policy No.         LP-1021-300988-39R         LP1-121-207107-30R         LP1-121-040461-053R         LP1-121-012514-023R         LP1-121-010461-054R         LP1-121-010461-114R         LP1-121-010461-205R	1/1/65 to 1/1/66	LP1-121-01046-185R	8
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-040461-053R           LP1-121-012514-023R           LP1-121-010461-054R           LP1-121-010461-114R	1/1/65 to 1/1/66	LP1-121-010461-205R	7
Insurance Policy No.         LP-1021-300988-39R         LP1-121-207107-30R         LP1-121-040461-053R         LP1-121-012514-023R         LP1-121-010461-054R	3/1/64 to 3/1/65	LP1-121-010461-114R	6
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-040461-053R           LP1-121-012514-023R	3/1/64 to 3/1/65	LP1-121-010461-054R	сл
Insurance Policy No.           LP-1021-300988-39R           LP1-121-207107-30R           LP1-121-040461-053R	3/1/63 to 3/1/64	LP1-121-012514-023R	4
	3/1/63 to 3/1/64	LP1-121-040461-053R	ω
	11/7/60 to 3/1/61	LP1-121-207107-30R	2
. Policy	3/1/59 to 3/1/60	LP-1021-300988-39R	1
- Policy			
	ŧ	Insurance Policy No.	

Page | 1

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

Page | 2

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	-
a first start and a first start and a first start and a start and a start and a start and a start and a start a			
5	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	

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# CIVIL DISTRIC COURT FOR THE PARISH OF NEW ORLEANS STATE OF LOUISIANA

Plaintiff,

Defendants.

§ §

-vs-

WAYNE JOSEPH ST. PIERRE,

Cause No.: 2009-12001

NORTHROP GRUMMAN SHIPBUILDING, INC.,) Et al.

AFFIDAVIT OF PATRICIA FAUNCE

STATE OF MAINE

COUNTY OF ANDROSCOGGIN §

Before me, the undersigned authority, <u>Patrice Faunce</u> 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

1678642.1

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

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# C6ase 244-32/4287KEPDJNDoD86646entFilet207780/241/12/12/12/dere@ag/e30/24f 15: PlageID#De669 Exhibit(s) 46 Page 12 of 12

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.

stricia Faunc

In witness whereof I have hereunto subscribed my name and affixed my official seal this 3/ day of April, 2011.

My commission expires: September March Casse 3244324428-KLPD JD oct 86:471 en File d 307/30/24.1/Enteted Pot/80/24.45:121 g49D#D20500

# Exhibit(s) 47 Page 1 of 45

# CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NUMBER: 06076

DIVISION " 👸

SEC: " ,"

CIVILCOU

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 CORPÓRATION, 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

EXHIBIT

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, formerly DB RILEY, INC., formerly RILEY STOKER CORPORATION); LEGACY INC. 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 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;
- 1) 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 <u>in solido</u> 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 asbestoscontaining 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 is 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 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 an unreasonable risk of harm, and 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 asbestos resulted in injury to Mr. Ragusa and asbestos resulted in 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.

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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

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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

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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

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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

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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, <u>have been reviewed</u>. 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 <u>potential</u> "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 <u>filled</u> 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 <u>deficiencies</u> 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 <u>smoking gun documents</u> (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 "<u>smoking gun</u>" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as <u>potential smoking</u> <u>guns</u> (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 <u>smoking</u> <u>gun possibilities</u> of such documentation are readily apparent (emphasis added). <u>Material Cards, Materials Safety Data Sheets, Purchasing [sic] Department</u> <u>Specification Cards, Safe Practice Data Sheets and Historical Safe Practice Data</u> <u>Sheet Files</u>

Again, the <u>smoking gun</u> 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, <u>if the information is</u> <u>not or was not conveyed to customers, the public, etc., again the potential future</u> <u>problems are readily apparent</u> (emphasis added).

#### **Recommendations**

<u>Plant Correspondence Files</u> (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**

<u>Toxic tort litigation, including toxic tort-related workmen's compensation</u> <u>litigation, show no signs of abating in the near future</u>. 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 therof. 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 <u>actually implemented</u> 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

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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.

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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

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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) <u>Safety Management: Accident Cost and Control</u>, 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) <u>Asbestos-Dust Exposures at Various Levels and Mortality</u>, 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) <u>Asbestos Exposure Smoking, and Neoplasia</u>, 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) <u>Industrial Pneumoconiosis Prevention and Control</u>, 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) <u>Asbestos And Health In 1969</u>, 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 poised 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) <u>The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec</u>, 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) <u>Recommended Safety Practices for Handling Asbestos Fiber</u>, 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,

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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 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

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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

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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 Unites 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 <u>McNeely</u> 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 <u>Bradley v. Todd Shipyards, Inc.</u>, 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 followup 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

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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 <u>Public Health Reports</u>, 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

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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

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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 heath 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

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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 <u>Atzenhoffer, et al v. National Gypsum, Co., et al</u>, 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 <u>infra</u>). 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,

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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

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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;
- Failing to provide necessary protection to Mr. Ragusa; c)
- Failing to provide clean, respirable air and proper ventilation; d)
- e) f) Failing to provide showers and/or protective clothing to workers; 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) h) Failing to reveal and knowingly concealing critical information from Mr. Ragusa; 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;
- Failing to provide necessary respiratory protection;
- j) 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;
- Failing to use non-asbestos containing products including on jobs where 1) 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 Failing to warn workers of the invisible nature of harmful asbestos, that it 0) 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

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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.

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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

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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.

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# 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

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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** 

GÉROLYN 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 PETITIONER, FRANK P. RAGUSA, JR.

# PLEASE SERVE THE PETITION FOR DAMAGES and OPPOSITION TO MOTIONS FOR EXTENSION OF TIME ON THE FOLLOWING:

- LOUISIANA INSURANCE GUARANTY ASSOCIATION through its agent for service of process Deidre Arceneaux 2142 Quail Run Drive Baton Rouge, LA 70808
- 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
- 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
- 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. 3411 Silverside Road, Suite 104 Tatnall Building Wilmington, DE 19810
- GENERAL ELECTRIC COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La. 70816
- HOPEMAN BROTHERS, INC. (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

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- 9. TAYLOR-SEIDENBACH, INC. Through its agent for service of process: Hal Shepard 731 South Scott St. New Orleans, LA 70119
- 10. CBS CORPORATION

   (f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
   Through its agent for service of process:
   The Company Corporation
   251 Little Falls Drive
   Wilmington, DE 19808
- UNIROYAL, INC. (Via the Louisiana Long Arm Statute) 70 Great Hill Road Naugatuck, CT 06770
- INTERNATIONAL PAPER COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La 70816
- 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
- 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

# LONG ARM SERVICE

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- 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
- 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
- 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
- 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
- AIR PRODUCTS AND CHEMICALS, INC. Through its registered agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- 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
- CF INDUSTRIES NITROGEN, LLC; Through its agent for service of process: Corporation Service Company 501 Louisiana Ave Baton Rouge, LA 70802
- 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
- THE MANITOWOC COMPANY, INC. Through its agent for service of process: Corporation Service Company 501 Louisiana Ave Baton Rouge, LA 70802
- 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

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# **UNITED STATES DISTRICT COURT**

#### EASTERN DISTRICT OF LOUISIANA

FRANK P. RAGUSA, JR.	*	CIVIL ACTION NO. 2:21-cv-01971
VS.	*	SECTION "J" (5)
	*	JUDGE CARL J. BARBIER
LOUISIANA INSURANCE	*	MAGISTRATE JUDGE
<b>GUARANTY ASSOCIATION,</b>		MICHAEL B. NORTH
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

### Case 2:42-3:24/289KILP-D.Doc 186648nerFiled407/804/21411/Elatered Poard/20/224f 115PE1g49D# Des6 Exhibit(s) 48 Page 2 of 4

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

# Case 2:42-32:42:89KILP-D.Doc 186:64:8neiffiled:407/80:42:411/Eat/ered Rad/ac042:4f 115PE10:49D# Des6 Exhibit(s) 48 Page 4 of 4

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 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, Louisiana 70471 Telephone: (985) 778-2733 Facsimile: (985) 778-2734 ATTORNEYS FOR PLAINTIFFS

FILED

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CIVIL

# CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

# STATE OF LOUISIANA

NUMBER: 2022-5988 DI

DIVISION ""

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

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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,

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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;
- 1) 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 asbestosrelated mesothelioma and for which these defendants are strictly liable under Louisiana law.

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.

# 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

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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 Unites 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.

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 <u>McNeely</u> 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 <u>Bradley v. Todd</u> 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 economocially (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.

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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 is 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.

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.

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

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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.

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 asbestoscontaining 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, <u>have been reviewed</u>. 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 <u>potential</u> "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 <u>filled</u> 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 <u>deficiencies</u> 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 <u>smoking gun documents</u> (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 "<u>smoking gun</u>" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as <u>potential smoking guns</u> (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 <u>smoking gun possibilities</u> of such documentation are readily apparent (emphasis added). <u>Material Cards</u>, <u>Materials Safety Data Sheets</u>, <u>Purchasing [sic] Department Specification Cards</u>, <u>Safe Practice Data Sheets and Historical Safe Practice Data Sheet Files</u>

Again, the <u>smoking gun</u> 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, <u>if the information is not or was not</u> conveyed to customers, the public, etc., again the potential future problems are readily apparent (emphasis added).

### Recommendations

<u>Plant Correspondence Files</u> (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 therof. 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 <u>actually implemented</u> 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.

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,

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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) <u>Safety Management: Accident Cost and Control</u>, 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) <u>Asbestos-Dust Exposures at Various Levels and Mortality</u>, 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) <u>Asbestos Exposure Smoking, and Neoplasia</u>, 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) <u>Industrial Pneumoconiosis Prevention and Control</u>, 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) <u>Asbestos And Health In 1969</u>, 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 poised 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 asbestos is 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) <u>The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec</u>, 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) <u>Recommended Safety Practices for Handling Asbestos Fiber</u>, 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) <u>Encyclopedia Of Occupational Health And Safety</u>, 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

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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

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aware of heath 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 <u>Atzenhoffer, et al v. National Gypsum, Co., et al</u>, 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 <u>infra</u>). 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.

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

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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** 

1<u>4</u> 1100 lb M GÉROLYN P. ROUSSEL - 1134

PERRY J. 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 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:

- 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
- 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

 FOSTER WHEELER LLC (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

## HOPEMAN BROTHERS, INC. (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 (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. (Via the Louisiana Long Arm Statute) 70 Great Hill Road Naugatuck, CT 06770

# INTERNATIONAL PAPER COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La 70816

# LONG ARM SERVICE

LONG ARM SERVICE

LONG ARM SERVICE

LONG ARM SERVICE

Case-3244324428-KLPD	JDoc 286:5meFail 67d 4057 / 370	24 11Enread	97/30/2415 Pa	49D#Dess3

Exhibit(s) 5 Page 1 of 6

Baril, Gerard

February 28, 2023

	1		
IN THE	UNITED STATES DISTRICT COURT		
EAST	ERN DISTRICT OF LOUISIANA		
	~~~~~		
FRANK P. RAGUSA, J	R.,		
Plaintiff,			
VS.	Case No. 2:21-cv-01971		
LOUISIANA INSURANC	E		
GUARANTY ASSOCIATI	GUARANTY ASSOCIATION,		
et al.,			
Defendants.			
	~~~~~		
Remot	e Videotaped Deposition of		
	GERARD BARIL		
	February 28, 2023 9:10 a.m. PST		
	Witness Present at: Analytical Consulting Services 21228 Cabot Boulevard Hayward, California		
	Munguia, RDR, CRR, CRC, CLR California CSR #14033		

Henderson Legal Services, Inc. www.hendersonlegalservices.com

202-220-4158

# Ccasse 32244324428-KL7PDJDod 266+5meFille7d4057/370/24111Entered 078/330/24115:121/349D#Dets64 Exhibit(s) 5 Page 2 of 6

# Baril, Gerard

February 28, 2023

	9
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.

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202-220-4158

# Ccasse 32244324428-KL7PDJDod 266+5meFille7d4057/370/24111Entered 078/320/24115:121:3249D#Detests Exhibit(s) 5 Page 3 of 6

# Baril, Gerard

February 28, 2023

	3	3
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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# Ccasse 32244324428-KL7PDJDod 266+5meFille7d4057/370/2411Entered 078/330/24115:121/349D#Detestion Exhibit(s) 5 Page 4 of 6

# 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	А	Yes.	
5	Q	And did Mr. Ragusa's exposures to the asbestos	
б	dust from Hopeman Brothers wallboards significantly		
7	increas	se 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	compose	ed of Marinite and Micarta and those materials	
17	contair	ned asbestos in the amounts that we have discussed	
18	in pric	or 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	portior	n 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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202-220-4158
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# Ccase 322432428-KL7PDJDoc 286:5meFile7d4057/30/24 11Entered 072/30/24115:121:349D#Dess7 Exhibit(s) 5 Page 5 of 6

# Baril, Gerard

February 28, 2023

	35
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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202-220-4158

# Ccasse 32244324428-KL7PDJDod 266+5meFille7d4057/370/24111Entered 078/330/24115:121:349D#Dets68 Exhibit(s) 5 Page 6 of 6

# Baril, Gerard

February 28, 2023

	496
1	REPORTER'S CERTIFICATE
2	
3	I, Denise M. Munguia, RDR, CRR, CRC, CLR,
4	California CSR #14033, Certified Shorthand Reporter,
5	certify:
б	That the foregoing proceedings were taken before me
7	at the time and place therein set forth, at which time
8	the witness was put under oath by me;
9	That the testimony of the witness, the questions
10	propounded, and all objections and statements made at
11	the time of the examination were recorded
12	stenographically by me and were thereafter transcribed;
13	That the foregoing is a true and correct transcript
14	of my shorthand notes so taken.
15	I further certify that I am not a relative or
16	employee of any attorney of the parties, nor financially
17	interested in the action.
18	I declare under penalty of perjury under the laws
19	of California that the foregoing is true and correct.
20	Dated this 6th day of March, 2023.
21	$\rho$ · $\gamma$
22 23	Denixe Munguía
24	Denise M. Munguia, CSR #14033
25	

Henderson Legal Services, Inc.

202-220-4158

# **UNITED STATES DISTRICT COURT**

# EASTERN DISTRICT OF LOUISIANA

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

#### 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.

# ν.

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.

-2-

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.

# Х.

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 Telephone: (985) 778-2733 Facsimile: (985) 778-2734 ATTORNEYS FOR PLAINTIFFS, JANET RIVET AND KAYLA RIVET

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EXHIBIT

# CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NUMBER: 2024 - 01931

DIVISION ""

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;
- 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;

- 1) 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 <u>in solido</u> 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 asbestoscontaining 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 is 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 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 presented an unreasonable risk of harm, 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 asbestoscontaining 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 asbestoscontaining 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, <u>have been reviewed</u>. 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 <u>potential</u> "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 <u>filled</u> 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 <u>deficiencies</u> 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 <u>smoking gun documents</u> (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 "<u>smoking gun</u>" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as <u>potential smoking guns</u> (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 <u>smoking gun possibilities</u> of such documentation are readily apparent (emphasis added). <u>Material Cards, Materials Safety Data Sheets, Purchasing [sic] Department Specification Cards, Safe Practice Data Sheets and Historical Safe Practice Data Sheet Files</u>

Again, the <u>smoking gun</u> 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, <u>if the information is not or was not</u> conveyed to customers, the public, etc., again the potential future problems are readily apparent (emphasis added).

# Recommendations

<u>Plant Correspondence Files</u> (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

<u>Toxic tort litigation, including toxic tort-related workmen's compensation litigation,</u> <u>show no signs of abating in the near future</u>. 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

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 therof. 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."

36.

37.

The document destruction program set out in Bair's memo was <u>actually implemented</u> 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 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) &}lt;u>Safety Management: Accident Cost and Control</u>, 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) <u>Asbestos-Dust Exposures at Various Levels and Mortality</u>, 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) <u>Asbestos Exposure Smoking, and Neoplasia</u>, 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) <u>Asbestos And Health In 1969</u>, 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 poised 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 asbestos is 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) <u>The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec</u>, 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) <u>Recommended Safety Practices for Handling Asbestos Fiber</u>, 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) <u>Encyclopedia Of Occupational Health And Safety</u>, 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 asbestoscontaining 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 asbestoscontaining 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 Unites 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 economocially (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 <u>Public Health Reports</u>, 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 heath 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** 

GÉROLYN 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:

- SPARTA INSURANCE COMPANY Through its agent for service of process: Secretary of State Legal Services Sections 8585 Archives Ave. Baton Rouge, La. 70809
- 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
- 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
- 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
- GENERAL ELECTRIC COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La. 70816
- HOPEMAN BROTHERS, INC. (Via Louisiana Long Arm Statute) AWH Corporation 435 Essex Ave., Suite 101 Waynesboro, Virginia 22980
- TAYLOR-SEIDENBACH, INC. Through its agent for service of process: Hal Shepard 731 South Scott St. New Orleans, LA 70119

LONG ARM SERVICE

LONG ARM SERVICE

 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

LONG ARM SERVICE

- UNIROYAL, INC. (Via the Louisiana Long Arm Statute) 70 Great Hill Road Naugatuck, CT 06770
- 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. BARBIERLOUISIANA INSURANCE<br/>GUARANTY ASSOCIATION,*MAGISTRATE JUDGE<br/>MICHAEL B. NORTH

# **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.

ET. AL.

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.

ERARD BARIL, CIH

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#### January 11, 2023

то	Mr. Jonathan Clement, Attorney at Law Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471
FROM	Gerard L. Baril, MS, CIH

Forensic Analytical Consulting Services

Frank Ragusa, Jr. v. Asbestos Defendants

21228 Cabot Boulevard Hayward, CA 94545

FACS Project #PJ74427

rcfirm@rousselandclement.com Phone: 985-778-2733

> shark56@yahoo.com Phone: 415-632-7926

Dear Mr. Clement,

RE

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.

Industrial Hygiene Perspectives Regarding Exposure to Asbestos

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

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**EXHIBIT** 

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environmental health topics and safety issues ranging from asbestos to zinc. I have guestlectured 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

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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 s u c h 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.

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# 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.

#### <u>Asbestosis</u>

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-y e a r - 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.

#### <u>Mesothelioma</u>

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

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(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 asbestos³⁴⁻³⁸. 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+				

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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. <u>California</u>

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

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- 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. <u>Oregon</u>

In 1945, Oregon issued Rules and Regulations for the Prevention and Control of Occupational Diseases⁴⁰. 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. <u>Ohio</u>

In 1947, Ohio⁴¹ issued regulations similar to those promulgated by the aforementioned states.

#### C. United States of America – Federal Regulations

#### i. <u>Walsh-Healey 1936, 1942</u>

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 contact 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:

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"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 provider with facilities which will prevent this contact⁴³..."

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

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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 CFR1910.93a Asbestos Dust² – December 1971

In December 1971, OSHA issued an *Emergency Standard for Exposure to Asbestos Dust*, 29 CFR1910.93a, 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. <u>29 CFR1910.93a Asbestos³ – June 1972</u>

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.

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- Special clothing, change rooms, and separate lockers to prevent crosscontamination.
- Employee exposure monitoring.
- Hazard Communication
  - o Caution signs posted where exposures may exceed the PELs.
  - o 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 CFR1910.1200 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,

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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				
TWA	STEL/EL			
0.1 f/cc	0.5 f/cc (STEL)			
0.1 f/cc	1 f/cc (EL)			
0.1 f/cc				
	TWA           0.1 f/cc           0.1 f/cc			

TWA - 8-hour time weighted average

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

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AL - action level

PEL - Permissible Exposure Limit

TLV - Threshold Limit Value

ACGIH - formerly American Conference of Governmental Industrial Hydenists

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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, <u>Confirmed Human Carcinogen</u>^{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/cc**⁴⁷ [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 significant**⁹ [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 <u>exposure to asbestos below occupational exposure limits does not eliminate the risk of</u> <u>developing mesothelioma</u>. 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,

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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 carcinogencity⁶²."

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:

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- 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 worker⁵⁹.
- 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 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

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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.

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- 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)

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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.

#### 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 guarters 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 airconditioning. 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

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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 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. <u>B&G Crane Service LLC (1989-2017)</u>

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.

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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. <u>Air Products – Geismar</u>

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

·》并这些小小考虑这条件来来来自己的来来来来,我们有你是是事的是在大学了》,以为人们没有多的方式是事业的是有些不需要的方面,在中国的方面是这些是要要的的一个的时候也是我们是我们是我们是我们的考虑的方面,还不过不是不可能

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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.

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#### v. <u>CF Industries – Donaldsville</u>

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. <u>Ciba Geigy – St. Gabriel</u>

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:

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- 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

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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.

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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. <u>Murphy Oil - Chalmette</u>

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

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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. <u>Rubicon – Geismar</u>

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. <u>Shell Oil</u>

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.

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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

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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.

	stos 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 ⁷⁸
	0.6 – 34.2 f/cc (includes fitting and gluing)	Mangold ⁷⁷
	1.84 - 13.5 f/cc	Gobbell Hays ¹⁰⁹
Sawing asbestos wall panels	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
10 2017 Martin Martin Martin Martin Martin Martin Martin Martin Martin Martin Martin Martin Martin Martin Ma	3.874 – 112.247 (breathing zone)	Mount ¹⁰⁶

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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) McKinnel	
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	
	3.6 f/cc (TWA); 24 f/cc (peak) – medium flange	Longo ¹¹⁶
	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)	Millette ¹¹⁸
	5.5 f/cc (broom sweeping of area after removal)	

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 risk⁶⁰⁻⁵⁶. 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.

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Table	e IV – Friction Product Exposure Levels		
Activity	Exposure Concentrations	Reference	
Blow out of truck brake drum and	0.28 f/cc (adjacent area)		
shoes	0.17 f/cc (2 bays away – area)		
	0.19 f/cc (center of garage)	Linkish and Knicht88	
	7.09 f/cc (personal brake cleaning 1.5 – 2	– Hickish and Knight ⁸⁸	
Brake cleaning	hrs.)		
	0.08 f/cc (personal, after cleaning)		
	1.75 f/cc (TWA - personal)		
Blowing off brake drums	0.6 – 3 f/cc	USPHS (Dement) ⁸⁹	
Blow-out of auto drum assemblies – average peak exposures	10.5 f/cc	NIOSH (Lloyd) [∞]	
Grinding of used truck brake linings	3.75 f/cc		
Beveling of new brake linings	37.3 f/cc		
Blowing Out Dust from automobile	0.4 - 29.4 f/cc (personal, 2-10 minute		
brake drums (Peak exposures	samples)	Lorimer ⁹¹	
taken during brake lining work of	15.9 f/cc (personal mean, 2-10 minute		
cars and trucks)	samples)		
Blowing out dust (3 - 8 minute	6.6 – 29.8 f/cc (3 – 5 ft)		
	2.0 - 4.2 f/cc (5 - 10 ft)		
samples) from automobile brake	0.4 - 4.8 f/cc (10 - 20 ft)	Rohl ⁹²	
drums at different distances.	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		
	0.16 – 0.52 f/cc – Area	Knight and Hickish ⁹³	
	87 f/cc – peak, personal		
	Facility A – brake and front end mechanic		
Seven Brake Servicing facilities	0.07 – 0.16 f/cc (personal range) 0.12 f/cc (personal TWA)	NIOSH (Johnson,	
	0.02 – 0.07 f/cc (area range)	Zumwalde, &	

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Table	e IV – Friction Product Exposure Levels		
Activity	Exposure Concentrations	Reference	
	Facility B - 1 mechanic $0.10 - 0.15$ f/cc (personal range) $0.12$ f/cc (personal TWA)Facility C $0.02 - 1.82$ f/cc (personal range) $0.03$ f/cc (personal TWA) $0.01 - 0.17$ f/cc (area range)Facility D - 2 brake and front end mechanics $0.03 - 2.3$ f/cc (personal ranges) $0.10 - 0.15$ (personal TWAs) $0.03 - 0.14$ f/cc (area range)Facility E - 4 brake and front end mechanics $0.03 - 0.58$ f/cc (personal ranges) $0.07 - 0.12$ f/cc (personal ranges)	Roberts) ⁹⁴	
Compressed air blow-off	0.03 - 0.19 f/cc (area range)         Facility F - 2 mechanics         0.02 - 0.03 f/cc (Personal range)         0.01 f/cc (area)         0.33 f/cc (PCM)         0.73 f/cc (> 5u by TEM)         1.46 f/cc (total fibers by TEM)	NIOSH (Roberts) ⁹⁵	
Brake dust removal using squirt bottle (brake dust falls to ground)	0.54 f/cc – Personal peak		
Wet brushing of brake dust; dust falls to ground	0.67 – 2.62 f/cc (range of 3 mechanics)	NIOSH (Roberts & Zumwalde) ⁹⁶	
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) 0.03 – 0.19 (Personal TWA) 0.013 – 0.13 f/cc (area TWA)	NIOSH (Roberts & Zumwalde) ⁹⁷	
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	· · · · · · · · · · · · · · · · · · ·	

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Table	e 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 ⁹⁸	
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		
No compressed air	0.05 – 0.3 f/cc		
Agitation of clothing worn by operator for 30 minutes	0.72 f/cc	VVCII	

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^{59,61,62,65}. 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  $\mu$  (microns) long with a 3 to 1 aspect ratio (length to width)¹⁻¹⁰. Fibers less than 0.25  $\mu$  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  $\mu$  length, aspect ratio 3:1) is significant as studies have demonstrated that exposures to small asbestos structures are capable of inducing disease^{103 - 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  $\mu$  long and 92.7% of the structures were equal to or less than 0.25  $\mu$  wide¹⁰⁸.

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## 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 EXPOSUF Activity/Condition	RES FROM CONTAMINATED	CLOTHING 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		
Fiber release from an asbestos contaminated shirt sleeve	2.4 - 7.0 f/cc	Millette ¹¹⁶	
Exposure from contaminated clothing	0.3 – 26.2 f/cc 0.1 – 4.7 f/cc (8-hour TWA)	Gibbs ¹¹⁷	

## 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

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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.

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- 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

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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,

erand. Sand

Gerard L. Baril, MS, CIH Senior Project Manager Forensic Analytical Consulting Services

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## APPENDIX A RELIANCE DOCUMENTS

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#### ASBESTOS RELIANCE LIST

#### Frank Ragusa, Jr. Case

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#### 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.
- 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.
- 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.
- 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.
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 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.

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## APPENDIX B PROFESSIONAL PROFILE

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#### Ca3case: 24-32-428-1-K1-DJNDd2ca36+60enFiled907/30/2411/E2/te4edP07/30/25/24/150112a49e1DD2c3c48 Exhibit(s) 6 Page 53 of 60

	Gerard L. Baril, MS, CII	T
8	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.

#### InteGreyted 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.

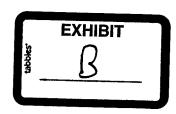
#### AIG Consultants, Inc., NY, NY August 1981 – August 1986 - Senior Engineering Consultant/Industrial Hyglenist

August 1901 - August 1900 - Senior Engineering Consultantindustrial Hyj

## Liberty Mutual Insurance Co., NY, NY

September 1978 – August 1981- Loss Prevention Consultant

1 of 2



CREDENTIALS

CIH - Certified Industrial Hygienist per the American Board of Industrial Hygiene.

ł

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

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# Gerard L. Baril, MS, CIH

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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
  - o 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



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):

- o Member: 1988 Present
- o Membership Committee Chairman: 2004 2006
- o Committee Member: Health Care Working Group, 2015 Present
- o Corresponding Committee Member: Indoor Environmental Quality, 2008 Present
- Northern California Section 0
  - 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 Ó
- American Society of Safety Engineers
  - o Member: 1985 2010
- American Society for Healthcare Engineering (ASHE)
  - o Safety & Security Management Certificate Program Faculty Member: 1996-2001

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- 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 0

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#### **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

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- 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., Hozard 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

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- 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.

EXHIBIT

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## Ccasse 32244324428-KL7PDJDoc 266:7meFile7d 507/30/24 11F1162.ed, 073/30/24115:1213/30/249D#Dess7 Exhibit(s) 7 Page 2 of 4

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1 Α. Good morning. 2 My name is Alex Saunders, and I'm here Ο. 3 representing Avondale in connection with the 4 Ragusa matter. 5 Got you. Α. 6 And I know that you've done this before. Ο. 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 No, sir. Α. 13 All right. Can you please state your Q. 14 full name and business address for the record? 15 Stephen, S-T-E-P-H-E-N, Terry, Α. 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 Α. In Metairie. 21 Got it. Dr. Kraus, in connection with Ο. 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 That's correct. Α.



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1 Α. I was just waiting to see if there was 2 an objection. 3 Yes. 4 Okay. Do you have an opinion one way or Ο. 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 Object. DEFENSE COUNSEL: 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 So it's your understanding that based on Q. 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 Hopeman Brothers' employees cutting, installing, 19 20 or otherwise manipulating asbestos-containing wallboards during the relevant time period would 21 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.



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DATE

Kraus, Dr. Stephen Terry 2/23/2023

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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.

5 I, ANNA C. COATES, CCR, RPR, do hereby certify that DR. STEPHEN TERRY KRAUS, to whom the 6 7 oath was administered, after having been duly sworn by me upon authority of R.S. 37:2554, did 8 9 testify as herein above set forth in the foregoing 10 390 pages; that this testimony was reported by me in the stenotype reporting method, was prepared 11 and transcribed by me and is a true and correct 12 13 transcript to the best of my ability; that the transcript has been prepared in compliance with 14 15 transcript format quidelines required by rules of 16 the board; that I have acted in compliance with 17 the prohibition on contractual relationships, as defined by Louisiana Code of Civil Procedure 18 19 Article 1434 and in rules and advisory opinions of 20 the board; that I am not related to counsel or the 21 parties hereto, nor am I otherwise źnùerested in 22 the outcome of this matter

> 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

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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 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.

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DR. SŤEPHEN TERRY KRAUS

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 10 DAY OF March, 2023. NOTARY(PUBLIC

Ragusa, Frank, Jr.

Date of birth: 1953

Name of wife: Maxine "Becky" Ragusa

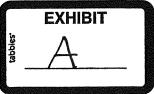
# Names of children: Valerie and Stephanie

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.

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 slap 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 precranial, 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 ٠

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

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Hourly rate of compensation for expert witness testimony:

\$750 per hour

1.00000

Medical Evaluation of Frank Ragusa, Jr.

Date of evaluation: October 21, 2021

Date of birth: 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 rightsided 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 Lillibeth 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.

and the second

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.

Mill

Curriculum Vitae

## **Stephen Terry Kraus**

### **Oncology Consulting Services, L.L.C.**

### 111 Veterans Blvd. Ste. 403

### Metairie, Louisiana 70005

Personal Data Date of Birth: 1944

Date of Birth: Encircuit, 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

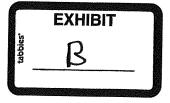
### **Licenses Held**

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.

1992–2003Consulting Staff PhysicianSt. Charles Hospital, Luling, La.

- 1990–2003 Consulting Staff Physician Thibodeaux Regional Medical Center, Thibodeaux, La.
- 1982–2003Staff Physician<br/>West Jefferson Medical Center<br/>Medical Director, Department Radiation Oncology, Marrero, La.

#### Ca3ase: 24-32-428-1-K1-DJNDd2ca36HolenFile6107/30/2411/1En/te4edP07/30/24/150112a49EIDDe3308 Exhibit(s) 8 Page 49 of 60

1976–1982Staff Physician<br/>Divine Providence Hospital, Williamsport, Pa.<br/>Medical Director, Cancer Treatment Center

2015-Present

Oncology Consulting Services, LLC

2012–2015Sub-investigator: Algeta: A Study of Alpharadin in Castration–Resistant(Hormone Refractory) Prostate Cancer Patients with Bone MetastasisProtocol #Bay 88–80222/15995222/15995

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

#### Ca3case: 24-32-428-1-K1-DJNDd2ca36HolenFile6107/30/2411/1En/te4edP07/35/24/150112a4091DD e3309 Exhibit(s) 8 Page 50 of 60

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 0258

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 0274

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 Canc 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				

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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-Uribe, 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 Lousiana, 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 InsuranceCompany, 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. Judiciial 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

#### Case 322432428-KL7PDJDoc 286:9meFilled 527/370/24 11Enter ed 678/369/24115:121 g49D#Desco

Exhibit(s) 9 Page 1 of 5

### Landreneau, Rodney

March 3, 2023

**EXHIBI**1

9

#### UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA

FRANK P. RAGUSA, JR.	) CIVIL ACTION FILE ) 2:21-cy-01971
Plaintiff,	)
vs.	) ) SECTION: J (4)
LOUISIANA INSURANCE GUARANTY ASSOCIATION, ET AL.,	) ) JUDGE CARL J. BARBIER )
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.

### (Case 322432428-KLPDJDoc 86:9m=Filed 527/39/24 11Enter ed 672/39/24/15:121 g49D#DESCL

Exhibit(s) 9 Page 2 of 5

### Landreneau, Rodney

March 3, 2023

12 THE VIDEOGRAPHER: This is the video 1 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 Court, Eastern District of Louisiana, Civil 6 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 witness. 21 22 RODNEY J. LANDRENEAU, M.D., 23 having been first duly sworn, was examined and 24 testified as follows: 25 111

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#### Ccasse 322432428-KL7PDJDocD86:9meFile7d527/370/2d 11Ente2ed 073/380/24115:P11/249D#D2532

Exhibit(s) 9 Page 3 of 5

### Landreneau, Rodney

March 3, 2023

51 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 Ο Is it your understanding that those 5 wallboards also had an asbestos-containing laminate б exterior called Micarta? 7 MS. BOWLIN: Object to the form; 8 assumes facts not in evidence. 9 Α 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 0 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 Α Yes. BY MS. CAPODICE: 21 22 Is it your opinion that Mr. Ragusa's Q 23 exposure to asbestos from working near Hopeman Brothers contractors cutting asbestos-containing 24 25 wallboards was a substantial contributing cause of

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#### Case 32244324428-KL7PDJDoc 286:9meFilled 5027/360/24 11E112626d 678/360/24 115:12.12 (49D#Desc3

Exhibit(s) 9 Page 4 of 5

### Landreneau, Rodney

March 3, 2023

52 his mesothelioma? 1 2 MS. SEMMES: Objection, form. 3 Δ Yes. 4 BY MS. CAPODICE: 5 Ο Is it your opinion that Mr. Ragusa's б exposure to asbestos from the wallboards was a 7 substantial contributing cause of his mesothelioma? 8 MS. SEMMES: Objection, form. 9 Α Yes. 10 BY MS. CAPODICE: 11 Ο And would your opinion be the same if the Marinite component of those wallboards was 12 manufactured by Johns-Manville? 13 14 Α Yes. 15 Q Would your opinion by the same if the Micarta component of those wallboards was 16 17 manufactured by Westinghouse? 18 MS. BOWLIN: Object to the form; 19 assumes facts not in evidence. 20 Α Yes. 21 BY MS. CAPODICE: 22 Would your opinion be the same if one Q 23 of those components was supplied by a company 24 called International Paper? 25 Α Yes.

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### Landreneau, Rodney

March 3, 2023

		345			
1	COURT REPORTER DISCLOSURE				
2					
3	Regulations of the Board of Court Reporting of the Judicial Council of Georgia, I make the following disclosure:				
4					
5					
6	am here as a representative of Gershwin Reporting, LLC.				
7	I am not disqualified for a relationship of				
8	interest under the provisions of O.C.G.A. §9-11-28.				
9	Gershwin Reporting, LLC, was contacted by				
10	Henderson Legal Services, Inc., to provide court reporting services for this deposition.				
11	Gershwin Reporting, LLC, will not be taking				
12	this deposition under any contract that is prohibited by O.C.G.A. §15-14-37 (a) and (b).				
13 14	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				
15	might have been made to cover this deposition.				
16	Gershwin Reporting, LLC, will charge its usual and customary rates to all parties in the case, and				
17	a financial discount will not be given to any party to this litigation.				
18					
19					
20					
21	DANIEL M. GERSHWIN, CCR-B-1012				
22	Certified Court Reporter				
23					
24					
25					

Henderson Legal Services, Inc.

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### Exhibit B-1

Sample Hoffman Claimants Complaint

Case 2423242807/117-DDNc D57cunFelerd709/2091214ed Eh/te2/20109709/242 b1: 1898118 ag Elest 182816 Document Page 40 of 191

**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**

LIBERTY MUTUAL INSURANCE COMPANY, AS THE INSURER OF WAYNE TO: MANUFACTURING COMPANY SERVED ON

THROUGH: THE LOUISIANA SECRETARY OF STATE

8585 ARCHIVES AVENUE, BATON ROUGE, LA 70809

### YOÙ HAVE BEEN SUED:

You must either comply with the demand contained in the

COMMERCIAL DIVISION FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES WITH INCORPORATED MOTION FOR LEAVE OF COURT AND PETITION FOR DAMAGES

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.

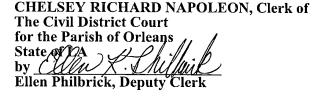
#### ADDITIONAL INFORMATION

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



		SHERIFF'					
		(for use of proce	ess servers only)				
PE		DOMICILIARY SERVICE					
On this day of the within		served a copy of	On this the within	day of	served a copy of		
FIRST SUPPLEMENTAL AN WITH INCORPORATED MO PETITION FOR DAMAGES		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			ON LIBERTY MUTUAL INSURANCE COMPANY, AS THE INSURER OF WAYNE MANUFACTURING COMPANY				
THROUGH: THE LOUISIAN	A SECRETARY OF STA	АТЕ	THROUGH: THE LOUISIANA SECRETARY OF STATE				
R		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					
Deputy Sheriff of			name and other fa	ets connected with this se	ervice I learned by interrogating		
Mileage: \$			HIM/HER the said	d LIBERTY MUTUAL	INSURANCE COMPANY, AS THE		
	/ ENTERED /	_	<b>INSURER OF WAYNE MANUFACTURING COMPANY</b> being absent from the domicile at time of said service.				
PAPER	RET	URN		Returned the	same day		
/	/				No		
SERIAL NO.	DEPUTY	PARISH	Deputy Sheriff of				

ID: 11082991

R. KYLE ARDOIN

MAR 0 2 2023

SECRETARY OF STATE

### 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

### DARWIN KRAEMER, ROSEANNE PIERRON, CHERYL BECNEL AND WENDY VONLIENEN

#### VERSUS

#### TAYLOR SEIDENBACH

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)

FIL-ED

#### 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

#### Case 2423242807/117-DD/dc D57cunfieled709709/24ed Eh/ter/e0/409709/24e b1:39818ag Dest 243ain Document Page 44 of 191

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

3

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.

#### <u>NEGLIGENCE ALLEGATIONS AGAINST ASBESTOS MINERS/ MANUFACTURERS/</u> <u>SELLERS/SUPPLIERS/ DISTRIBUTORS/CONTRACTORS</u>

18. The Defendants were all miners, manufacturers, sellers, users, contractors, distributors and/or suppliers of asbestos products or equipment utilizing asbestos products

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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 LIABLITY 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;
- 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.
- 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

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## Case 24-324289KLP-D.Doc 157umEined 09/09/24d 1En/16/64 09/09/24110f 3588 agDebs# Mans Document Page 49 of 191

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 HQFFMAN, 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

CLERK CIVIL PARISH OF ORLEANS STATE OF LA

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HBI000121

## PLEASE SERVE THE FOLLOWING DEFENDANT WITH THIS FORST SUPPLEMENTAL AND AAMENDING PETITION FOR DAMAGES:

 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
- 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
- PETRIN,LLC Through its registered agent: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- 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
- CHEVRON ORONITE COMPANY LLC Through its registered agent for service of process: Corporation Service Company 501 Louisiana Avenue Baton Rouge, LA 70802
- GENERAL ELECTRIC COMPANY Through its registered agent for service of process: C. T. Corporation Systems 3867 Plaza Tower Drive Baton Rouge, LA 70816

## <u>PETITIONERS WILL SERVE ALL OTHER DEFENDANTS THROUGH COUNSEL OF</u> <u>RECORD PURSUANT TO LA. C.C.P. 1313</u>

HBI000124

FILED 2023 MAN 24 AM 11: 29 VISTRICT COUNTY

## 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

## <u>ORDER</u>

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 0 6 2023, 2023.

(Sgd.) ELLEN M. HAZEUR Judge - Division "A"

DISTRICT JUDGE – ELLEN M. HAZEUR

ATRUE COFY DEPUTY CLERK - MINUTE CLERK CLERK OF CIVIL DISTRICT COURT

HBI000125

## CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS ILED

STATE OF LOUISIANA

NO. 2022-9322 SECTION

2022 OCT -6 AH 10: 30 DIVISION " ( %

DARWIN KRAEMER, ROSEANNE PIERRON, CHERYL BEUSEBIGNICOURT WENDY VONLIENEN

## 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

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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 codefendants, 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 Becnel 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

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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.

## <u>NEGLIGENCE ALLEGATIONS AGAINST</u> <u>MANUFACTURING AND CONTRACTOR DEFENDANTS</u>

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;
- lack of safety instructions or of sufficient safety instructions for eliminating or reducing the health risks associated with the intended use of these products;
- 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;

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- 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.
- 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 643 Magazine Street, Suite 300-A New Orleans, Louisiana 70130 Telephone: (504) 822-6050 Facsimile: (504) 313-3911

COUNSEL FOR PETITIONER

## PLEASE SERVE THE FOLLOWING:

 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

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 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 CLERK CIVIL DISTRICT COURT DEPHI

PARISH OF ORLEANS STATE OF LA

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## Exhibit B-2

Sample Roussel Claimants Complaint

## Case 2:4-824289K1P-D.Doc 1157 um Filted 09909724d 1Ethtered 09/09424210f: 3958 & added a Maille Document Page 60 of 191

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 Civil Action No. 24-871 G/5 HUNTINGTON INGALLS INC Defendant, Third-party plaintiff SERVED ON NANCY LANDRY v. LIBERTY MUTUAL INSURANCE COMPANY MAY 13 2024 Third-party defendant SECRETARY OF STATE SUMMONS ON A THIRD-PARTY COMPLAINT COMMERCIAL DIVISION

To: (Third-party defendant's name and address) LIBERTY MUTUAL INSURANCE COMPANY

A lawsuit has been filed against defendant <u>HUNTINGTON INGALLS INC.</u>, 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 <u>ERICA DANDRY CONSTANZA</u>, 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

# Case 24-824289KLP-D.Doc 157umEined 09/09/24d 1Einter/ed 09/09/24310f.35818 age estation Document Page 61 of 191

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 (1))

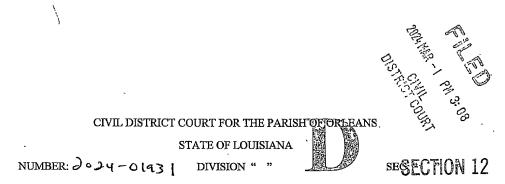
ceived by me on (date)				
I personally serve	ed the summons on the individua	l at <i>(place)</i>		
		on (date)	; or	
I left the summor	as at the individual's residence or	usual place of abode with	(name)	
	, a person o	of suitable age and discretion	on who resides there,	
on (date)	, and mailed a copy to	the individual's last known	address; or	
I served the sum	nons on (name of individual)		,	who
designated by law to a	ccept service of process on beha	lf of (name of organization)		
		on (date)	; or	
I returned the sur	nmons unexecuted because			
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.		
		Server's signat	ure	
		Printed name and		

Server's address

Additional information regarding attempted service, etc:

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#### ERICA DANDRY CONSTANZA and MONICA DANDRY HALLNER

versus

SPARTA INSURANCE COMPANY; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC. cformerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC., and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.), BACKE TRC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.), BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, INC.), BAYER CROPSCIENCE, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER ALE' (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 find; Successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Wiacom Management Corporation); UNIROYAL, INC.; INTERNATIONAE PAPER COMPANYSton Register CDC Cash Register 1

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FILED:	Case Number	2024-01931		
	<u>°DEBATA CLE</u>	RK 2135.50		
PETITION FO	RDAMAGES	d \$213550 \$000		
The petition of Erica Dandry Constanza and MoniearDandry Hallner, persons of the fu				
age of majority, with respect represent:	Payment/Transa Check # 6248 §			

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 30,000 Inc. and Taylor-Seidenbach, Inc. occurred in the Parish of Orleans. Moreover, Henry "Zae" Carter Building Fund Fee State of Orleans and Hettie Dawes Eaves were domited the Moreover, Henry "Zae" State State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of Sta

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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;
- 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.
- 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;
- 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;

- 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;
- 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 <u>in solido</u> 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 asbestoscontaining 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 is 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.

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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.

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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 asbestoscontaining 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.

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 asbestoscontaining 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, <u>have been reviewed</u>. 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 <u>potential</u> "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 <u>filled</u> 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 <u>deficiencies</u> 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 <u>smoking gun documents</u> (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 "<u>smoking gun</u>" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as <u>potential smoking guns</u> (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 <u>smoking gun possibilities</u> of such documentation are readily apparent (emphasis added). <u>Material Cards, Materials Safety Data Sheets, Purchasing [sic] Department Specification Cards, Safe Practice Data Sheets and Historical Safe Practice Data Sheet Files</u>

Again, the <u>smoking gun</u> 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, <u>if the information is not or was not conveyed to customers, the public, etc., again the potential future problems are readily apparent</u> (emphasis added).

#### Recommendations

<u>Plant Correspondence Files</u> (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

<u>Toxic tort litigation, including toxic tort-related workmen's compensation litigation,</u> <u>show no signs of abating in the near future</u>. 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 therof. 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 <u>actually implemented</u> 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 hung 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) &}lt;u>Safety Management: Accident Cost and Control</u>, 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) <u>Asbestos-Dust Exposures at Various Levels and Mortality</u>, 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) <u>Asbestos Exposure Smoking, and Neoplasia</u>, 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 poised 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 asbestos 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) <u>The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec</u>, 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) <u>Recommended Safety Practices for Handling Asbestos Fiber</u>, 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.

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 asbestoscontaining 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 asbestoscontaining 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.,

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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. 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 Unites 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:
  - To maintain a favorable atmosphere for the continued a) sale and distribution and use of asbestos and asbestosrelated products;
  - To assist in the continued pecuniary gain of the defendants through the sale of asbestos products to an b) 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; To prevent relevant medical inquiry about asbestos
  - e) disease:
  - f) To mislead the general public, and the Petitioner herein, about the hazards associated with asbestos products; and
  - To induce the Petitioner to use and continue to use g) 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.

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 economocially (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 <u>Public Health Reports</u>, Volume 50, No. 1, January 4, 1935.

#### 58.

In November 1936, Vandiver Brown of Johns-Manville, together with Summer 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).

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.

Summer 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 "Summer 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 "Summer 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

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U.S. Navy and U.S. Maritime Commission in 1943 (discussed infra). Likewise, these companies were also aware of heath 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.

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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** 

PERRY J. ROUSSEL, JR. - 20351 JONATHAN B. CLEMENT - 30444 LAUREN R. CLEMENT - 31106 BENJAMIN P. DINEHART - 33096

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

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# 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 HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly NORTHROP GRUMMAN SHIP SYSTEMS, INC. formerly, AVONDALE INDUSTRIES, INC. formerly AVONDALE SHIPYARDS, INC. 2. and formerly, AVONDALE MARINE WAYS, INC.) Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La. 70816 EAGLE, INC. 3. 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 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 FOSTER WHEELER LLC (formerly FOSTER WHEELER CORPORATION) (Via Louisiana Long Arm Statute) 5. LONG ARM SERVICE United Agent Group, Inc. 1521 Concord Pike Suite 201 Wilmington, DE 19803 GENERAL ELECTRIC COMPANY 6. 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

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9. PARAMOUNT GLOBAL LON (f/k/a WESTINGHOUSE ELECTRIC CORPORATION) Through its agent for service of process: Corporation Service Company 251 Little Falls Dr. Wilmington, DE 19808

 UNIROYAL, INC. (Via the Louisiana Long Arm Statute) 70 Great Hill Road Naugatuck, CT 06770

.

 INTERNATIONAL PAPER COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La 70816

#### LONG ARM SERVICE

LONG ARM SERVICE

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# 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, <u>THIRD PARTY COMPLAINT AND JURY DEMAND</u>

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.

# Х.

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.

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#### 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.

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### 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.

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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.

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# 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.

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### 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.

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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
- 1. 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.

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#### 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., which were the sole and exclusive proximate cause of the damages alleged by him in this lawsuit.

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# 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 crossclaims 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) Erin H. Boyd (#20121) Laura M. Gillen (#35142) Kimmier L. Paul (#35278) Morgan M. Smith (#40952) BLUE WILLIAMS, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002 Phone: (504) 831-4091 Fax: (504) 837-1182 Email: kpaul@bluewilliams.com avondaleasbestos@bluewilliams.com Counsel for Huntington Ingalls **Incorporated** 

# Exhibit B-3

Sample Hoffman Claimants Complaint

# CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

#### STATE OF LOUISIANA

NO. 10-10935

SECTION d

# **ANTHONY J. DITCHARO**

#### VERSUS

# UNION PACIFIC RAILROAD COMPANY, ET AL

FILED: _____

# DEPUTY CLERK

DIVISION

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ISTRICT

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#### 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. <u>EMPLOYER/PREMISE OWNERS</u>

- 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. <u>SUPPLIER/MANUFACTURER/SELLER/CONTRACTOR DEFENDANTS</u>

# 7. ANCO INSULATIONS, INC.

8.

9.

This Defendant is being sued as a seller/manufacturer/supplier/contractor defendant.

# HOPEMAN BROTHERS, INC.

This Defendant is being sued as a seller/supplier/manufacturer/contractor defendant.

# LIBERTY MUTUAL INSURANCE COMPANY

(Individually and as insurer of Wayne Manufacturing) This Defendant is being sued as a seller/supplier/manufacturer/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/manufacturer

defendant.

11. **PARAMOUNT GLOBAL** (f/k/a Westinghouse Electric Corporation) This defendant is being sued as seller/supplier/product/manufacturer defendant.

#### 12. 3M COMPANY

This Defendant is being sued as a seller/manufacturer/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/manufacturer/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/manufacturer/supplier/contractor defendant.

# 15. CORBESCO, INC.

This Defendant is sued as a seller/supplier/product/manufacturer/contractor defendant.

#### 16. FOSTER WHEELER ENERGY CORPORATION

This Defendant is being sued as a seller/supplier/product/manufacturer defendant.

# 17. GENERAL ELECTRIC COMPANY

This defendant is being sued as seller/supplier/product/manufacturer defendant.

# **18. SENTRY INSURANCE COMPANY**

(as insurer for Reilly-Benton Company) This defendant is being sued as a seller/supplier/product/manufacturer/contractor defendant

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# **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/manufacturer defendant.
	21.	<b>UNION CARBIDE CORPORATION</b> This defendant is being sued as seller/supplier/product/manufacturer defendant.
	22.	GOULD PUMPS (IPG), INC. This Defendant is sued as a seller/supplier/product/manufacture defendant.
•	23,	<b>ZURN INDUSTRIES, INC.</b> (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/manufacturer 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/manufacturer 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/manufacturer

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 ae 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 asbestoscontaining 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 apparent, 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;
- 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).

# <u>NEGLIGENCE AND STRICT LIABILITY AGAINST</u> 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;
- 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*.

### <u>CONSPIRACY ALLEGATIONS AGAINST</u> <u>METROPOLITAN LIFE INSURANCE COMPANY</u>

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 asbestoscontaining products and/or machinery requiring or calling for the use of asbestos and/or asbestoscontaining 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 coconspirators 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 theopportunity to take proper safety precautions and/or

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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

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equity, to which Petitioner may show himself justly entitled.

Respectfully submitted,

**BOLING LAW FIRM, LLC** 

Jeremiah Boling (Bar No. 34249) Caroline Boling (Bar No. 34494) Benjamin Rumph (Bar No. 37851) LaCrisha McAllister (Bar No. 37851) LaCrisha McAllister (Bar No. 39976) 541 Julia Street, Suite 300 New Orleans, LA 70130 Telephone: (504) 615-6309 Fax: (504) 369-3421 jboling@bolingfirm.com cboling@bolingfirm.com brumph@bolingfirm.com Imcallister@bolingfirm.com

JEPUTY CLERK CIVIL DISTRICT COURT PARISH OF ORLEANS STATE OF LA

# PLEASE SERVE THE FOLLOWING DEFENDANTS WITH A COPY OF PLAINTIFF'S PETITION FOR DAMAGES:

- ANCO INSULATIONS, INC Through its agent for service: CT Corporation System 3867 Plaza Tower Drive Baton Rouge, LA 70816
- FOSTER WHEELER ENERGY CORPORATION Through its agent for service: United Agent Group, Inc. 1070-B West Causeway Approach Mandeville, LA 70471
- GENERAL ELECTRIC COMPANY Through its agent for service: CT Corporation System 3867 Plaza Tower Drive Baton Rouge, LA 70816
- GOULDS PUMPS (IPG), INC. Through its agent for service: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- S. RILEY POWER, INC. Through its agent for service: CT Corporation System 3867 Plaza Tower Drive Baton Rouge, LA 70816
- SENTRY INSURANCE COMPANY Through its agent for service: Louisiana Secretary of State 8585 Archives Ave. New Orleans, LA 70125
- TAYLOR-SEIDENBACH, INC. Through its agent for service: Hal Shepard
  731 South Scott St. New Orleans, LA 70119
- 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
- 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. AWH Corporation435 Essex Ave., Suite 101Waynesboro, Virginia 22980

# LONG ARM SERVICE

- 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

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- 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. Corporation Service Company 80 State Street Albany, New York 12207

# LONG ARM SERVICE

18. Eagle, Inc. Through its agent for service: Susan B. Kohn 1100 Poydras St. New Orleans, LA 70163

 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

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27. CORBESCO, INC. Through its agent for service: Kevin J. Webb 1261 West Causeway Approach, Suite 200 Mandeville, LA 70471

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# Exhibit C

**By-Laws** 

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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

In Hoschil

David M. Lascell Secretary

#### **BY-LAWS**

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#### $\mathbf{OF}$

#### 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

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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.

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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.

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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.

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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.

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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.

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#### 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 issues 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.

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(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.

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(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.

If the Board of Directors fails or is unable to make the determination called for by (c) 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

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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.

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(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 the Articles of Incorporation then in effect, such provision of law shall control. In the event of any necessary conflict between any provision of the Articles of Incorporation then in effect, such 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.

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# <u>Exhibit D</u>

**Sample Insurance Policy** 

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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
		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.

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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

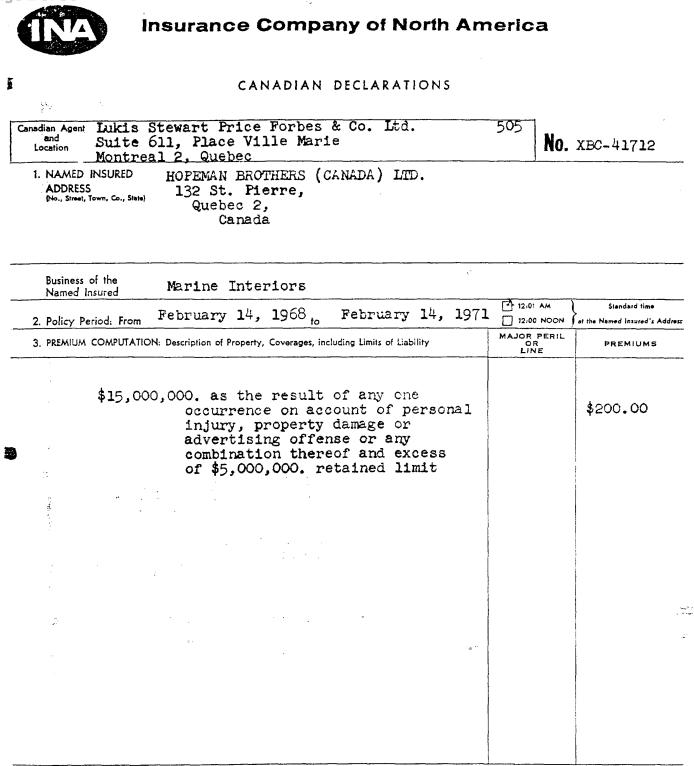
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## INSURANCE COMPANY OF NORTH AMERICA

### 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

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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;

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- (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:

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- (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;

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> (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):
  - 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.

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### 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;

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- "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

- 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;

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> "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

l. Premium

The premium for this policy shall be as stated in the Declarations.

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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 obtain-ing 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.

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4. Appeals

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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 Insured⁴s 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

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> 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

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> 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.

Vice President Resident Resident Assistant Sedretary

Countersigned:

A.E. Toupland Agent

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	NUCLEAR ENERGY LIABILITY EX (Broad For		QE
Named Insured	Hopeman Brothers Inc., et al	•	
Effective	February 14, 1968	Policy NoXBC 4171	2
issued by	Insurance Company of North A	······································	
	(Name of Insurance) The above is required to be completed only when this endorseme		
	This endorsement modifies such insurance as is afforded by t	the provisions of the policy relating to the following:	
	ALL AUTOMOBILE LIABILITY, GENERAL LI INSURANCE OTHER THAN FAMILY AUTOMOB		
	COMPREHENSIVE PERSONAL AND FARMER'S C	OMPREHENSIVE PERSONAL INSURANCE	
(1) with res		uclear energy liability policy issued by Nuclear Energy L ssociation of Canada, or would be an Insured under an	iability Insurance As: y such policy but for
(2) resultin, pursuan indemni	ig from the hazardous properties of nuclear material and with respect to nt to the Atomic Energy Act of 1954, or any law amendatory thereof, ity from the United States of America, or any agency thereof, under any y person or organization.	or (b) the insured is, or had this policy not been issue	ed would be entitled
B. Under any I resulting fro	Medical Payments Coverage, or under any Supplementary Payments p om the hazardous properties of nuclear material and arising out of the	provision relating to first aid, to expenses incurred with experation of a nuclear facility by any person or organiz	respect to bodily inju ation.
C. Under any l	Liability Coverage, to bodily injury or property damage resulting from	the hazardous properties of nuclear material, if	
(2) the nuc	lear material (a) is at any nuclear facility owned by, or operated by ( clear material is contained in spent fuel or waste at any time possessed nsured; or		
(3) the bod construc	Illy injury or property damage arises out of the furnishing by an Insu ction, maintenance, operation or use of any nuclear facility, but if such r Canada, this exclusion (3) applies only to property damage to such nu	facility is located within the United States of America, i	
11. As used in this			
•	properties" include radioactive, toxic or explosive properties; terial" means source material, special nuclear material or byproduct n	natorial -	
	erial", "special nuclear material", and "byproduct material" h		t of 1954 or in any la
<b>"waste" m</b> ear within the defi	means any fuel element or fuel component, solid or liquid, which has ns any waste material (1) containing byproduct material and (2) resulting inition of nuclear facility under paragraph (a) or (b) thereof;		nuclear facility include
	ility'' means clear reactor, yipment or device designed or used for (1) separating the isotopes of ura	anium or plutonium, (2) processing or utilizing spent fuel	, or (3) handling, pro
(c) any equ custody	or packaging waste, uipment or device used for the processing, fabricating or alloying of s y of the Insured at the premises where such equipment or device is lo provide the other of the second between the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second		
	combination thereof, or more than 250 grams of uranium 235, ucture, basin, excavation, premises or place prepared or used for the	storage or disposal of waste.	
and includes th "nuclear read	he site on which any of the foregoing is located, all operations conducti ctor" means any apparatus designed or used to sustain nuclear fission	ed on such site and all premises used for such operation	
material;			

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	NUCLEAR ENERGY LIABILITY EX (Broad Forr		GIE
Named Insured	Hopeman Brothers Inc.		
Effective	February 14, 1971	Policy No	12-Rend.#24
	Insurance Company of North A	merica	
lssued by	(Name of Insurance) The above is required to be completed only when this endorseme		
	This endorsement modifies such insurance as is afforded by t	he provisions of the policy relating to the following:	
	ALL AUTOMOBILE LIABILITY, GENERAL LIA	ABILITY AND MEDICAL PAYMENTS	
	INSURANCE OTHER THAN FAMILY AUTOMOBI		
	COMPREHENSIVE PERSONAL AND FARMER'S CO		
It is agreed that: I. The policy doe			
	Liability Coverage, to bodily injury or property damage		
ciation,	pect to which an Insured under the policy is also an Insured under a nu Mutual Atomic Energy Liability Underwriters or Nuclear Insurance As tion upon exhaustion of its limit of liability; or	uclear energy liability policy issued by Nuclear Energy ssociation of Canada, or would be an Insured under a	Liability Insurance Asso iny such policy but for it
(2) resultin pursuar indemn	g from the hazardous properties of nuclear material and with respect to it to the Atomic Energy Act of 1954, or any law amendatory thereof, ity from the United States of America, or any agency thereof, under any y person or organization.	or (b) the Insured is, or had this policy not been issi	ued would be, entitled t
B. Under any resulting fro	Medical Payments Coverage, or under any Supplementary Payments p om the hazardous properties of nuclear material and arising out of the	operation of a nuclear facility by any person or organi	
	Liability Coverage, to bodily injury or property damage resulting from		
(2) the nuc	lear material (a) is at any nuclear facility owned by, or operated by o lear material is contained in spent fuel or waste at any time possessed isured; or		
construe	ily injury or property damage arises out of the furnishing by an Insur tion, maintenance, operation or use of any nuclear facility, but if such Canada, this exclusion (3) applies only to property damage to such nu	facility is located within the United States of America.	ection with the planning , its territories or posses
II. As used in this			
	roperties" include radioactive, toxic or explosive properties;		÷
	erial" means source material, special nuclear material or byproduct m rial", "special nuclear material", and "byproduct material" ha ereof;		Act of 1954 or in any law
•	means any fuel element or fuel component, solid or liquid, which has l		
	is any waste material (1) containing byproduct material and (2) resulting nition of nuclear facility under paragraph (a) or (b) thereof; lity'' means	from the operation by any person or organization of any	y nuclear facility included
	lear reactor,		
essing c	ipment or device designed or used for (1) separating the isotopes of ura or packaging waste,		
custody	ipment or device used for the processing, fabricating or alloying of s of the Insured at the premises where such equipment or device is loc combination thereof, or more than 250 grams of uranium 235,		
., ,	ucture, basin, excavation, premises or place prepared or used for the	• .	
	ie site on which any of the foregoing is located, all operations conducte stor'' means any apparatus designed or used to sustain nuclear fission		
	nage" includes all forms of radioactive contamination of property.	Dol Citu	india
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		EXCLUS (Environmental		Ge
Named Insured	Hopeman Bı	rothers Inc., et a	L.	
Effective	February 2	14, 1971	Policy No	3C 41712-Rend.#2481
Issued by	Insurance	Company of North 1	America	
	The above is required	(Name of Insurance) to be completed only when this endorsem		aration of the policy.
	·			
 	descement modif		w	eral Liability Leavenee
1 11	s endorsement modif	ies such insurance as is afforded	by the provisions of any Gen	eral Liability Insurance.
Th	is insurance does r	not apply:		
		personal injury or property of	damage arising out of pollu	tion or contamination
	(1)	caused by oil, or		
	(2)	caused by the discharge or es contaminants, unless such dis sudden happening during the nor intended from the standpo	charge or escape results fro policy period, neither expec	m a
			<u>بر ب</u>	
			<u>A</u> '	
				20 A
				APR 51971
		~	XCZu	uching -
				ithorized Agent

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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:

The premium for this policy shall be the amount 1. 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

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

30

Effective Date	February 14, 1968	at the hour specified in the policy.	Part of Policy No. XBC 41712
Issued to	Hopeman Brothers Ind	c., et al.	

V. Tomphinis Authorized

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

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A Richard Heilen President.

and St.

HBI002032

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	Broth	ners Inc.,	, et al.	

Tomphinis Authorize

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

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A Richard Heilma

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President.

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# 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 |                 |                                      | Part of Policy No. |
|----------------|-----------------|--------------------------------------|--------------------|
|                | February 14, 19 | at the hour specified in the policy. | XBC 41712          |
| Issued to      |                 |                                      |                    |
|                | Hopeman Brother | s Inc., et al.                       |                    |

Authorized Agent

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Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

A Richard Heilma President.

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| SCHEDULE A                                                                     | POLICY                                                                                                                                                                                                                        | NO. XBC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. HOPEMAN BROTHERS                                                            | INC. AND HOPEMAN BROTHED                                                                                                                                                                                                      | RS (CANADA) LTD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Carrier, Policy<br>Number & Period                                             | Type of<br>Policy                                                                                                                                                                                                             | Applicable<br>Limits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Liberty Mutual<br>Insurance Company<br>WC1-121-010461-178R<br>1/1/68 to 1/1/69 | Standard Workmen's<br>Compensation &<br>Employers' Liability                                                                                                                                                                  | Coverage B-Employers'<br>Liability<br>\$500,000. one accident                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Liberty Mutual<br>Insurance Company<br>LG1-121-010461-188R<br>1/1/68 to 1/1/69 | General Liability                                                                                                                                                                                                             | Bodily Injury Liability<br>\$100,000. each person<br>\$300,000. each occurrence<br>\$300,000. aggregate produ<br>Property Damage Liability<br>\$100,000. each occurrence<br>\$100,000. aggregate                                                                                                                                                                                                                                                                                                                               |
|                                                                                |                                                                                                                                                                                                                               | premises -<br>operations<br>\$100,000. aggregate<br>protective<br>\$100,000. aggregate<br>products<br>\$100,000. aggregate<br>contractual                                                                                                                                                                                                                                                                                                                                                                                      |
| Liberty Mutual<br>Insurance Company<br>AE1-121-010461-168<br>1/1/68 to 1/1/69  | Automobile Liability                                                                                                                                                                                                          | Bodily Injury Liability<br>\$200,000. each person<br>\$500,000. each occurrenc<br>Property Damage Liability<br>\$100,000. each occurrend                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                |                                                                                                                                                                                                                               | مەكەر                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                |                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                |                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                | 1. HOPEMAN BROTHERS<br>Carrier, Policy<br>Number & Period<br>Liberty Mutual<br>Insurance Company<br>WC1-121-010461-178R<br>1/1/68 to 1/1/69<br>Liberty Mutual<br>Insurance Company<br>LG1-121-010461-188R<br>1/1/68 to 1/1/69 | 1. HOPEMAN BROTHERS INC. AND HOPEMAN BROTHES         Carrier, Policy       Type of         Number & Period       Policy         Liberty Mutual       Standard Workmen's         Compensation &       Employers' Liability         1/1/68 to 1/1/69       General Liability         Liberty Mutual       General Liability         Insurance Company       General Liability         Liberty Mutual       General Liability         Liberty Mutual       General Liability         Insurance Company       Automobile Liability |

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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        | Part of Policy No.                               |
|-----------------------|--------------------------------------------------|
| 2/14/68               | at the hour specified in the policy. XBC 4 17 12 |
| Issued to             |                                                  |
| Hopeman Brothers Inc. | & Hopeman Brothers (Canada) Ltd.                 |

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA Mayon hunt fresident

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|     | INA                                              |                         | SCHEDULE (                                   | of Underly     | NG INSURANC                                                        | E                                                                                                          |
|-----|--------------------------------------------------|-------------------------|----------------------------------------------|----------------|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
|     |                                                  | SCHEDULE A              |                                              | POLICY         | NO. XBC4171                                                        | 2                                                                                                          |
|     |                                                  | 2. HOPEMAN              | LUMBER AND MAN                               | UFACTURING     | COMPANY, I                                                         | NC.                                                                                                        |
|     | Carrier,<br>Number 8                             |                         | •                                            | pe of<br>olicy |                                                                    | Applicable<br>Limits                                                                                       |
| (a) | Liberty M<br>Insurance<br>WC1-121-0<br>1/1/68 to | Company<br>22356-018R   | Standard Wor<br>Compensation<br>Employers' I | 1 &            | -                                                                  | -Employers'<br>Liability<br>one accident                                                                   |
| (b) | Liberty M<br>Insurance<br>LG1-121-0<br>1/1/68 to | Company<br>22356-028R   | General Lia                                  | bility         | \$100,000.<br>\$300,000.<br>\$300,000.                             |                                                                                                            |
|     |                                                  |                         |                                              |                | \$100,000.<br>\$100,000.<br>\$100,000.<br>\$100,000.<br>\$100,000. | each occurren<br>aggregate<br>premises -<br>operations<br>aggregate<br>protective<br>aggregate<br>products |
| (c) |                                                  | e Company<br>)10461-168 | Automobile                                   | Liability      | \$200,000.<br>\$500,000.<br>Property I                             | jury Liability<br>each person<br>each occurren<br>Damage Liabilit<br>each occurren                         |

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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       |                                      | Part of Policy No. | $\neg$ |
|----------------------|--------------------------------------|--------------------|--------|
| 2/14/68              | at the hour specified in the policy. | XBC 4 17 12        |        |
| Issued to            |                                      | •                  |        |
| Hopeman Lumber and M | lanufacturing Company, Inc.          |                    |        |

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA maden nut fresident

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|     |                                                    | SCHEDULE A            | ANUFACTURING C                               |           | NO. XBC 4171                           | 2                                         |
|-----|----------------------------------------------------|-----------------------|----------------------------------------------|-----------|----------------------------------------|-------------------------------------------|
|     | Carrier, P                                         |                       |                                              | be of     | ł                                      | Applicable                                |
|     | Number &                                           |                       |                                              | blicy     |                                        | Limits                                    |
| (a) | Liberty Mu<br>Insurance<br>WC1-121-03<br>1/1/68 to | Company<br>10461-198R | Standard Wor<br>Compensation<br>Employers' L | . &       | Coverage E<br>\$500,000.               | B-Employers'<br>Liability<br>one accident |
| (b) | Liberty Mu<br>Insurance<br>LG1-121-03<br>1/1/68 to | Company<br>10461-208R | General Liab                                 | oility    |                                        | each occurren                             |
|     |                                                    |                       |                                              |           | Property I<br>\$100,000.<br>\$100,000. | Damage Liabilit<br>each occurren          |
|     |                                                    |                       |                                              |           | \$100,000.                             | aggregate<br>protective                   |
|     |                                                    |                       |                                              |           | \$100,000.<br>\$100,000.               | products                                  |
| (c) | Travelers<br>Indemnity<br>SLA 77470<br>10/25/67    | Company               | Automobile I                                 | Liability | \$200,000.<br>\$500,000.<br>Property I | Damage Liabilit                           |
|     |                                                    |                       |                                              |           | ± "                                    |                                           |
|     |                                                    |                       |                                              |           |                                        |                                           |
|     |                                                    |                       |                                              |           |                                        |                                           |
|     |                                                    |                       |                                              |           |                                        |                                           |
|     |                                                    |                       |                                              |           |                                        |                                           |
|     |                                                    |                       |                                              |           |                                        |                                           |

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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 | /14/68            | at the hour specified in the policy. | Part of Policy No. |
|----------------|-------------------|--------------------------------------|--------------------|
| Issued to      | yne Manufacturing |                                      | <u> </u>           |

Authorized Agent Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

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|     |                                                    | SCHEDULE A            |                                              | POLICY         | NO. XBC 4171                                         | 2                                                                            |
|-----|----------------------------------------------------|-----------------------|----------------------------------------------|----------------|------------------------------------------------------|------------------------------------------------------------------------------|
|     |                                                    | 4. ROYSTON            | MANUFACTURING                                | CORPORATI      | ON                                                   |                                                                              |
|     | Carrier, F<br>Number &                             |                       |                                              | pe of<br>plicy |                                                      | Applicable<br>Limits                                                         |
| (a) | Liberty Mu<br>Insurance<br>WC1-121-01<br>1/1/68 to | Company<br>0461-228R  | Standard Wor<br>Compensation<br>Employers' L | &              | -                                                    | -Employers'<br>Liability<br>one accident                                     |
| (b) | Liberty Mu<br>Insurance<br>LG1-121-03<br>1/1/68 to | Company<br>L0461-238R | General Liab                                 | ility          | Bodily Inj<br>\$100,000.<br>\$300,000.<br>\$300,000. | ury Liability<br>each person<br>each occurrenc<br>aggregate<br>products      |
|     |                                                    |                       |                                              |                |                                                      | premises -<br>operations<br>aggregate<br>protective<br>aggregate<br>products |
| (c) | Liberty M<br>Insurance<br>AE1-121-0<br>1/1/68 to   | Company<br>10461-168  | Automobile I                                 | iability       | \$200,000.<br>\$500,000.                             | ury Liability<br>each person<br>each occurrenc<br>amage Liability            |
|     |                                                    |                       |                                              |                | -                                                    |                                                                              |
| 1   |                                                    |                       |                                              |                |                                                      |                                                                              |

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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.<br>XEC 4 17 12 |
|------------------------|--------------------------------------|-----------------------------------|
| Issued to              |                                      |                                   |
| Royston Manufacturing  | Corporation                          |                                   |

Authorized Agent Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA Mudfer hunt fre President Case 324334267417FDJ1D0C0657mdFiler0.09/09/24 1 Entered 09/09/24516f39588Pages5#Maire Document Page 183 of 191

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|          |            | INA                                                        |                           | SCHEDULE O                                       | FUNDERLYIN     | IG INSURANC                                                                      | E                                                                                         |
|----------|------------|------------------------------------------------------------|---------------------------|--------------------------------------------------|----------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 3        | SCHEDULE A |                                                            |                           |                                                  | POLICY NO. XBC |                                                                                  |                                                                                           |
|          | 5.         | HOPEMAN B<br>Carrier,<br>Number &                          | -                         | , SPECIFIC POI<br>ING, PASCAGOUJ<br>Type<br>Poli | A, MISSISS     | WORK AT IN<br>SIPPI                                                              | GALLS<br>Applicable<br>Limits                                                             |
|          | (a)        | American<br>Liability<br>Company<br>WC 942528<br>3/1/67 to | Insurance                 | Standard Wor<br>Compensation<br>Employers' L:    | &              | Coverage B<br>\$500,000.                                                         | -Employers'<br>Liability<br>one accident                                                  |
|          | (b)        | Company                                                    | v Insurance<br>528-02-7-E | General Liab:                                    | ility          | \$100,000.<br>\$300,000.<br>\$300,000.                                           | each occurrence                                                                           |
|          |            |                                                            |                           |                                                  |                | Property E<br>\$100,000.<br>\$100,000.<br>\$100,000.<br>\$100,000.<br>\$100,000. | aggregate<br>premises -<br>operations<br>aggregate<br>protective<br>aggregate<br>products |
|          | (c)        |                                                            | e Company<br>)10461-168   | Automobile L                                     | iability       | \$200,000.<br>\$500,000.                                                         | Damage Liability                                                                          |
| <b>}</b> |            |                                                            |                           |                                                  | ,              | . <b>-</b>                                                                       |                                                                                           |

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# INSURANCE COMPANY OF NORTH AMERICA

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.<br>XBC 4 17 12 |
|------------------------|------------------------------------------------------------------------|
| Issued to              |                                                                        |
| Hopeman Brothers, Inc. | , Specific Policies for work at Ingalls                                |
| Shipbuilding, Pascagou | la. Mississippi                                                        |

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

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| C          |                  |                                                  | SCHEDULE                                     | OF UNDERLY     | ING INSURANC                                                       | E                                                                                         |
|------------|------------------|--------------------------------------------------|----------------------------------------------|----------------|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
|            |                  | SCHEDULE A                                       |                                              | POLICY         | NO. XBC4171                                                        | 2                                                                                         |
| 6. A       | . W.             | HOPEMAN AND S                                    | SONS COMPANY A                               | ND HOPEKO S    | SUPPLY CORPO                                                       | RATION                                                                                    |
|            |                  | r, Policy<br>r & Period                          | · · · ·                                      | pe of<br>olicy |                                                                    | Applicable<br>Limits                                                                      |
| Ins<br>WC] | uranc<br>-181-   | Mutual<br>ce Company<br>013754-118<br>co 1/1/69  | Standard Wo:<br>Compensation<br>Employers' : | n &            | Coverage B<br>\$500,000.                                           | -Employers'<br>Liability<br>one accident                                                  |
| Ins<br>LGI | uranc<br>-181-   | Mutual<br>ce Company<br>-013754-128<br>:0 1/1/69 | General Lia                                  | bility         | \$100,000.<br>\$300,000.<br>\$300,000.                             | aggregate<br>products                                                                     |
|            |                  |                                                  |                                              |                | \$100,000.<br>\$100,000.<br>\$100,000.<br>\$100,000.<br>\$100,000. | aggregate<br>premises -<br>operations<br>aggregate<br>protective<br>aggregate<br>products |
| In:<br>AE  | suranc<br>1-181- | Mutual<br>ce Company<br>-013754-138<br>to 1/1/69 | Automobile                                   | Liability      | \$200,000.<br>\$500,000.<br>Property D                             | ury Liability<br>each person<br>each occurrenc<br>Damage Liability<br>each occurrenc      |
|            |                  |                                                  |                                              |                |                                                                    |                                                                                           |
|            |                  |                                                  |                                              | nfidential     | • • • •                                                            |                                                                                           |

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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.<br>XBC = 4 + 17 + 12 |  |
|----------------------------------|------------------------------------------------------------------------------|--|
| Issued to<br>A.W. Hopeman and So | ns Company and Hopeko Supply Corporation                                     |  |

Authorized Agent Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA rl 10/30

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|               | <b>C</b> A                                       |                      | SCHEDULE (                                   | OF UNDERLY     | ING INSURANC                           | E                                                               |
|---------------|--------------------------------------------------|----------------------|----------------------------------------------|----------------|----------------------------------------|-----------------------------------------------------------------|
| SCHEDULE A PO |                                                  |                      | POLICY                                       | ICY NO. XBC    |                                        |                                                                 |
| 7.            | Hopeman B:                                       | ros. Inc. ar         | nd Hopeman Brof                              | hers (Cana     | ada) Ltd., C                           | anadian Operatic                                                |
|               | Carrier, I<br>Number &                           | Policy               | Ту                                           | pe of<br>olicy |                                        | Applicable<br>Limits                                            |
| (a)           | Not Appli                                        | cable                | Standard Won<br>Compensation<br>Employers' J | n &            | Coverage B<br>\$                       | -Employers'<br>Liability<br>one accident                        |
| (b)           | Liberty M<br>Insurance<br>LG1-121-0<br>1/1/68 to | Company<br>10461-158 | General Liab                                 | bility         | \$100,000.<br>\$300,000.<br>\$300,000. | occurrence<br>aggregate<br>products                             |
|               |                                                  |                      |                                              |                | \$100,000.<br>\$100,000.<br>\$100,000. | aggregate<br>premises -<br>operations<br>aggregate              |
|               |                                                  |                      |                                              |                | \$100,000.<br>\$100,000.               | protective<br>aggregate<br>products<br>aggregate<br>contractual |
|               |                                                  |                      |                                              |                |                                        |                                                                 |
|               |                                                  |                      |                                              |                | ع ش                                    |                                                                 |
|               |                                                  |                      |                                              |                |                                        |                                                                 |
|               |                                                  |                      |                                              |                |                                        |                                                                 |

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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.<br>A the hour specified in the policy.<br>XBC 4 17 12 |  |
|---------------------------------|--------------------------------------------------------------------------------------------|--|
| Issued to<br>Hopeman Brothers I | . and Hopeman Brothers (Canada) Ltd., Canadian                                             |  |

Operations Only

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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.

| Ţ | Effective Date | February 14, 1968      | at the hour specified in the policy. | Part of Policy No.<br>XBC 41712 |
|---|----------------|------------------------|--------------------------------------|---------------------------------|
| 3 | 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.

A Richard Heilma President.

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> REND. 24315

#### 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 o | f the policy other than as above state | ed.       |
|-------|------------------------------------------|----------------------------------------------------|----------------------------------------|-----------|
|       | THIS ENDORSEMENT, EFFECTIVE              | FORMS A PART OF POLICY NO.                         | ISSUED FOR THE POLICY PER              | RIOD:     |
|       | February 14, 1971                        | XBC 41712                                          | FROM: 2-14-71                          | 3-14-71   |
| То    | Hopeman Brothers In                      | nc., et al.                                        |                                        | -*        |
| Ву    | INSURANCE COMPANY OF NORTH AMERICA       |                                                    |                                        |           |
| Court | Not valid unless countersigned by a duly | authorized representative of the company.          | Masfin hu                              | at fr     |
|       | Aut                                      | horized Representative                             |                                        | President |

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#### SPECIALLY PREPARED FOR

HOPEMAN BROTHERS INC., ET AL.

#### PRESENTED BY

JOHN C. KEMP INC.

### INSURANCE COMPANY OF NORTH AMERICA

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### EXHIBIT 1

|   | Case Name                                             | Case Number Court | Court                                            | Claimant                                                                      | Claimant's Counsel                                                                                                                      | Counsel to Avondale (Huntington)                                                                                                                                                                                                                                                           |
|---|-------------------------------------------------------|-------------------|--------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 | Allo, III v. Huntington Ingalls, Inc., et.<br>al.     | 2:23-cv-06006     | 2:23-cv-06006 USDC Eastern District of Louisiana | Charles Allo, III                                                             | David Melancon<br>Irwin Fritchie Urquhart & Moore, LLC<br>400 Poydras St., Suite 2700<br>New Orleans, LA 70130<br>New Orleans, LA 70130 | Gus A. Fritchie<br>Timothy Farrow Daniels<br>David M. Melancon<br>Alison A. Spindler<br>Kevin Powell<br>Diana J. Masters<br>Connor W. Peth<br>Kelli Murphy Miller<br>Irwin Fritchie Urquhart & Moore,<br>LLC (New Orleans)<br>400 Poydras St.<br>Suite 2700<br>New Orleans, LA 70130       |
| 2 | Becker v. Huntington Ingalls<br>Incorporated, et. al. | 2:23-cv-06900     | 2:23-cv-06900 USDC Eastern District of Louisiana | Patricia Becker                                                               | Ivan D. Cason<br>The Gori Law Firm<br>909 Poydras Street, Suite 2195<br>New Orleans, LA 70112                                           | Gus A. Fritchie<br>Timothy Farrow Daniels<br>David M. Melancon<br>Alison A. Spindler<br>Kevin Powell<br>Diana J. Masters<br>Connor W. Peth<br>Kelli Murphy Miller<br>Irwin Fritchie Urquhart & Moore,<br>LLC (New Orleans)<br>400 Poydras St.<br>Suite 2700<br>New Orleans, LA 70130       |
| m | Becnel v. Taylor-Seindenbach, Inc., et.<br>al.        | 2:23-cv-01124     | 2:23-cv-01124 USDC Eastern District of Louisiana | Darwin Kraemer, Rosanne<br>Pierron, Cheryl Becnel and<br>Wendy Vonlienen<br>I | Philip C. Hoffman<br>Dayal S. Reddy<br>643 Magazine Street, Suite 300A<br>New Orleans, LA 70130                                         | Gus A. Fritchie<br>Timothy Farrow Daniels<br>David M. Melancon<br>Alison A. Spindler<br>Kevin Powell<br>Diana J. Masters<br>Connor W. Peth<br>Kelli Murphy Miller<br>Lonnor W. Peth<br>Kelli Murphy Miller<br>Lucc (New Orleans)<br>400 Poydras St.<br>Suite 2700<br>New Orleans, LA 70130 |

|   | Bourgeois v. Pennsylvania General          | 2:24-cv-00337             | 2:24-cv-00337 USDC Eastern District of Louisiana David and Emelda Bourgeois |                            | Erin Bruce Saucier<br>Didrikeen Saucier and Woods DLC | Brian C. Bossier<br>Edwin A. Filinghausan III |
|---|--------------------------------------------|---------------------------|-----------------------------------------------------------------------------|----------------------------|-------------------------------------------------------|-----------------------------------------------|
|   |                                            |                           |                                                                             |                            | ardinach, Jaddier and WOOds, FC<br>3114 Canal Street  | Christonher T. Grace III                      |
|   |                                            |                           |                                                                             |                            | New Orleans, LA 70119                                 | Erin H. Boyd                                  |
| 4 |                                            |                           |                                                                             |                            |                                                       | Laura M. Gillen                               |
|   |                                            |                           |                                                                             |                            |                                                       | Kimmier L. Paul                               |
|   |                                            |                           |                                                                             |                            |                                                       | Blue Williams, L.L.C.                         |
|   |                                            |                           |                                                                             |                            |                                                       | 3421 N. Causeway Blvd Suite 900               |
|   |                                            |                           |                                                                             |                            |                                                       | Metairie. LA 70002                            |
|   | Boutte, Sr. v. Huntington Ingalls          | 2:22-cv-03321             | 2:22-cv-03321 USDC Eastern District of Louisiana                            | Shelton A. Boutte, Sr. and | Madeline M. Dixon                                     | Gus A. Fritchie                               |
|   |                                            |                           |                                                                             | Arlene Boutte              | The Gori Law Firm                                     | Timothy Farrow Daniels                        |
|   |                                            |                           |                                                                             |                            | 909 Povdras Street, Suite 2195                        | David M. Melancon                             |
|   |                                            |                           |                                                                             |                            | New Orleans 1 A 70112                                 | Alison A Snindler                             |
|   |                                            |                           |                                                                             |                            | New Olicalis, LA VOITZ                                | Allson A. Spinaler<br>Vevia Doviell           |
|   |                                            |                           |                                                                             |                            |                                                       |                                               |
|   |                                            |                           |                                                                             |                            |                                                       | Diana J. Masters                              |
| ഹ |                                            |                           |                                                                             |                            |                                                       | Connor W. Peth                                |
|   |                                            |                           |                                                                             |                            |                                                       | Kelli Murphy Miller                           |
|   |                                            |                           |                                                                             |                            |                                                       | Irwin Fritchie Urguhart & Moore,              |
|   |                                            |                           |                                                                             |                            |                                                       | (New Orleans)                                 |
|   |                                            |                           |                                                                             |                            |                                                       |                                               |
|   |                                            |                           |                                                                             |                            |                                                       | 400 Poydras St.                               |
|   |                                            |                           |                                                                             |                            |                                                       | Suite 2700                                    |
|   |                                            |                           |                                                                             |                            |                                                       | New Orleans, LA 70130                         |
|   | Bracy v. ABB, Inc., et. al.                | 2:23-cv-06937 USDC Easter | USDC Eastern District of Louisiana                                          | Horace L. Bracy            | lvan D. Cason                                         | Brian C. Bossier                              |
|   |                                            |                           |                                                                             |                            | The Gori Law Firm                                     | Edwin A. Ellinghausen, III                    |
|   |                                            |                           |                                                                             |                            | 909 Povdras Street. Suite 2195                        | Christonher T. Grace, III                     |
|   |                                            |                           |                                                                             |                            |                                                       |                                               |
|   |                                            |                           |                                                                             |                            | New Orleans, LA 70112                                 | Erin H. Boyd                                  |
| 9 |                                            |                           |                                                                             |                            |                                                       | Laura M. Gillen                               |
|   |                                            |                           |                                                                             |                            |                                                       | Kimmier L. Paul                               |
|   |                                            |                           |                                                                             |                            |                                                       | Blue Williams. L.L.C.                         |
|   |                                            |                           |                                                                             |                            |                                                       | 2.021 NL Concernent Blvd Suite 000            |
|   |                                            |                           |                                                                             |                            |                                                       | Detairie, LA 70002                            |
|   | Brignac v. Anco Insulations. Inc., et. al. | 7:23-cv-03124             | 2:23-cv-03124 USDC Fastern District of Louisiana                            | Percy Brignac              | Damon R. Pourciau                                     | Brian C. Bossier                              |
|   |                                            |                           |                                                                             |                            | Policiali I aw Firm                                   | Edwin A Filinghausen III                      |
|   |                                            |                           |                                                                             |                            |                                                       |                                               |
|   |                                            |                           |                                                                             |                            | 8550 United Plaza Blvd., Suite 702                    | Christopher T. Grace, III                     |
|   |                                            |                           |                                                                             |                            | Baton Rouge, LA 70809                                 | Erin H. Boyd                                  |
| 7 |                                            |                           |                                                                             |                            |                                                       | Laura M. Gillen                               |
|   |                                            |                           |                                                                             |                            |                                                       |                                               |
|   |                                            |                           |                                                                             |                            |                                                       | Nittitier L. Paul                             |
|   |                                            |                           |                                                                             |                            |                                                       |                                               |
|   |                                            |                           |                                                                             |                            |                                                       | 3421 N. Causeway Blvd., Suite 900             |
|   |                                            |                           |                                                                             |                            |                                                       | Metairie, LA 70002                            |
|   | Chalker v. Taylor-Seidenbach, Inc., et.    | 2023-13770                | Civil District Court for the Parish of Pamela Chalker                       | Pamela Chalker             | Philip C. Hoffman                                     | N/A                                           |
| c | al.                                        |                           | <b>Orleans</b> , State of Louisiana                                         |                            | Dayal S. Reddy                                        |                                               |
| x |                                            |                           |                                                                             |                            | 643 Magazine Street, Suite 300A                       |                                               |
|   |                                            |                           |                                                                             |                            | New Orleans 1A 70130                                  |                                               |
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|                                             | 7 1000 AD 1414 | 2:24-cv-00871 USDC Eastern District of Louisiana           | Erica Dandry Constanza          | Roussel & Clement                | Brian C. Bossier                  |
|---------------------------------------------|----------------|------------------------------------------------------------|---------------------------------|----------------------------------|-----------------------------------|
|                                             |                |                                                            |                                 | 1714 Cannes Drive                | Edwin A. Ellinghausen, Ill        |
|                                             |                |                                                            |                                 | La Place, LA 70068               | 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                |
| Daigle, III v. Anco Insoluations, Inc., et. |                | 2:23-cv-01414 USDC Eastern District of Louisiana           | Dennis Daigle, III, Kim Lombas, | Damon R. Pourciau                | Gus A. Fritchie                   |
|                                             |                |                                                            |                                 | Pouciau Law Firm                 | Timothy Farrow Daniels            |
|                                             |                |                                                            |                                 | 8550 United Plaza Blvd Suite 702 | David M. Melancon                 |
|                                             |                |                                                            |                                 |                                  |                                   |
|                                             |                |                                                            |                                 | baton Kouge, LA 70809            | Allson A. Spinaler                |
|                                             |                |                                                            |                                 |                                  | Kevin Powell                      |
|                                             |                |                                                            |                                 |                                  | Diana J. Masters                  |
|                                             |                |                                                            |                                 |                                  | Connor W. Peth                    |
|                                             |                |                                                            |                                 |                                  | Kelli Murphy Miller               |
|                                             |                |                                                            |                                 |                                  | Irwin Eritchia I rambart & Moore  |
|                                             |                |                                                            |                                 |                                  |                                   |
|                                             |                |                                                            |                                 |                                  | LLC (New Orleans)                 |
|                                             |                |                                                            |                                 |                                  | 400 Poydras St.                   |
|                                             |                |                                                            |                                 |                                  | Suite 2700                        |
|                                             |                |                                                            |                                 |                                  | New Orleans, LA 70130             |
| Ditcharo v. Union Pacific Railroad          | 2022-10935     | Civil District Court for the Parish of Anthony J. Ditcharo |                                 | Jeremiah Boling                  | Brian C. Bossier                  |
| Company et al                               |                | Orleans State of Louisiana                                 |                                 | Caroline Boline                  | Edwin A Ellinghausen III          |
|                                             |                |                                                            |                                 |                                  | Christophor T Groco III           |
|                                             |                |                                                            |                                 | benjamin kumpn                   | Unristopher I. Grace, III         |
|                                             |                |                                                            |                                 | LaCrisha McAllister              | Erin H. Boyd                      |
|                                             |                |                                                            |                                 | Boling Law Firm, LLC             | Laura M. Gillen                   |
|                                             |                |                                                            |                                 | 541 Julia Street, Suite 300      | Kimmier L. Paul                   |
|                                             |                |                                                            |                                 | New Orleans, LA 70130            | Blue Williams, L.L.C.             |
|                                             |                |                                                            |                                 |                                  | 3421 N. Causeway Blvd., Suite 900 |
|                                             |                |                                                            |                                 |                                  | Metairie, LA 70002                |
| Duran, Jr. v. Taylor-Seidenbach, Inc.,      | 2023-13741     | Civil District Court for the Parish of Gilbert Duran, Jr.  |                                 | Philip C. Hoffman                | Gus A. Fritchie                   |
|                                             |                | Orleans, State of Louisiana                                |                                 | Dayal S. Reddy                   | Timothy Farrow Daniels            |
|                                             |                |                                                            |                                 | 643 Magazine Street, Suite 300A  | David M. Melancon                 |
|                                             |                |                                                            |                                 | New Orleans. LA 70130            | Alison A. Spindler                |
|                                             |                |                                                            |                                 |                                  | Kevin Powell                      |
|                                             |                |                                                            |                                 |                                  |                                   |
|                                             |                |                                                            |                                 |                                  | Diana J. Masters                  |
|                                             |                |                                                            |                                 |                                  | Connor W. Peth                    |
|                                             |                |                                                            |                                 |                                  | Kelli Murphy Miller               |
|                                             |                |                                                            |                                 |                                  | Irwin Fritchie Urguhart & Moore,  |
|                                             |                |                                                            |                                 |                                  | LLC (New Orleans)                 |
|                                             |                |                                                            |                                 |                                  | 400 Poydras St.                   |
|                                             |                |                                                            |                                 |                                  | Suite 2700                        |
|                                             |                |                                                            |                                 |                                  | New Orleans, LA 70130             |

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| Suite 900                                                                                                                                                                                                             |                                                                                             | , Moore,                                                                                                                                                                                                                                                                             |                                                                                                               | Moore,                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Brian C. Bossier<br>Edwin A. Ellinghausen, III<br>Christopher T. Grace, III<br>Erin H. Boyd<br>Laura M. Gillen<br>Kimmier L. Paul<br>Blue Williams, L.L.C.<br>3421 N. Causeway Blvd., Suite 900<br>Metairie, LA 70002 | N/A                                                                                         | Gus A. Fritchie<br>Timothy Farrow Daniels<br>David M. Melancon<br>Alison A. Spindler<br>Kevin Powell<br>Diana J. Masters<br>Connor W. Peth<br>Kelli Murphy Miller<br>Irwin Fritchie Urquhart & Moore,<br>LLC (New Orleans)<br>400 Poydras St.<br>Suite 2700<br>New Orleans. LA 70130 | N/A                                                                                                           | Gus A. Fritchie<br>Timothy Farrow Daniels<br>David M. Melancon<br>Alison A. Spindler<br>Kevin Powell<br>Diana J. Masters<br>Connor W. Peth<br>Kelli Murphy Miller<br>Irwin Fritchie Urquhart & Moore,<br>LLC (New Orleans)<br>400 Poydras St.<br>Suite 2700 |
| Philip C. Hoffman<br>Dayal S. Reddy<br>643 Magazine Street, Suite 300A<br>New Orleans, LA 70130                                                                                                                       | Ron A. Austin<br>Austin & Associates, L.L.C.<br>400 Manhattan Boulevard<br>Harvey, LA 70058 | David R. Cannella<br>Christopher C. Colley<br>Kristopher L. Thompson<br>Emily C. LaCerte<br>Baron & Budd, P.C.<br>2600 CitiPlace Drive, Suite 400<br>Baton Rouge, LA 70808                                                                                                           | Stephen J. Austin<br>Stephen J. Austin, LLC<br>1 Galleria Boulevard, Suite 1900<br>Metairie, LA 70001         | David R. Cannella<br>Christopher C. Colley<br>Kristopher L. Thompson<br>Emily C. LaCerte<br>Baron & Budd, P.C.<br>2600 CitiPlace Drive, Suite 400<br>Baton Rouge, LA 70808                                                                                  |
| Marvin Evans                                                                                                                                                                                                          | Joseph Gistarve, Sr.                                                                        | David Gomez                                                                                                                                                                                                                                                                          | Donald M. Hoffman, Jr.,<br>Charles S. Somes, and<br>Kathleen Whited                                           | Irma Lee Lagrange                                                                                                                                                                                                                                           |
| JSDC Eastern District of Louisiana                                                                                                                                                                                    | Civil District Court for the Parish of Joseph Gistarve, Sr.<br>Orleans, State of Louisiana  | JSDC Eastern District of Louisiana                                                                                                                                                                                                                                                   | Civil District Court for the Parish of Donald M. Hoffman, Jr.,<br>Orleans, State of Louisiana Kathleen Whited | 2:23-cv-00628 USDC Eastern District of Louisiana                                                                                                                                                                                                            |
| 2:23-cv-04241 L                                                                                                                                                                                                       | 2016-05797 0                                                                                | 2:23-cv-02850 L                                                                                                                                                                                                                                                                      | 2022-07111 0                                                                                                  | 2:23-cv-00628 L                                                                                                                                                                                                                                             |
| et. al.                                                                                                                                                                                                               | Gistarve, Sr. v. Huntington Ingalls<br>Industries, et. al.                                  | Gomez v. Lamons Gasket Company, et. 2:23-cv-02850 USDC Eastern District of Louisiana David Gomez al.                                                                                                                                                                                 | Hoffman, Jr. v. Huntington Ingalls Inc., .<br>et. al.                                                         | Lagrange v. Eagle, Inc., et. al.                                                                                                                                                                                                                            |
| 13                                                                                                                                                                                                                    | 14                                                                                          | 15                                                                                                                                                                                                                                                                                   | 16                                                                                                            | 17                                                                                                                                                                                                                                                          |

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| Terrels, L'i Pré-Seldenbach, Inc., et al.         223-o-0576         ISOC Generan Dictrict of Louisain         Ter Cheek Lux Film         Event. A Minim           Lenis v. l'i Pré-Seldenbach, Inc., et al.         223-o-0576         ISOC Generan Dictrict of Louisain         Rome Lux Filling         Event. A Minim           Marentis, et al. v. Minime         Rome Lux Filling         Rome Lux Filling         Rome A Minime         Contrapper 1. Grasse           Marentis, et al. v. Minime         Rome A Minime         Rome A Minime         Rome A Minime         Contrapper 1. Grasse           Marentis, et al. v. Minime         Rome A Minime         Rome A Minime         Contrapper 1. Grasse         Contrapper 1. Grasse           Marentis, et al. v. Minime         Rome A Minime         Rome A Minime         Contrapper 1. Grasse         Contrapper 1. Grasse           Marentis, et al. v. Minime         Rome A Minime         Rome A Minime         Contrapper 1. Grasse         Contrapper 1. Grasse           Marentis, et al. v. Minime         Rome A Minime         Rome A Minime         Contrapper 1. Grasse         Grasse           Marentis, et al. v. Minime         Rome A Minime         Rome A Minime         Grasse         Grasse         Grasse         Grasse           Marentis, et al. v. Minime         Rome A Minime         Rome A Minime         Grasse         Grasse         Grasse               | Inc.                     | 2024-04032                | Civil District Court for the Parish of Nolan J. Leboeuf, Jr.<br>Orleans, State of Louisiana | Nolan J. Leboeuf, Jr.                              | Landry & Swarr<br>1100 Poydras St.<br>Energy Centre – Suite 2000<br>New Orleans, LA 70163 | N/A                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------|
| 1.     2:23-cv-05764     USOC Eastern District of Louisiana<br>Brouney Lewis<br>Namo     Eronney Lewis and Montca<br>Kein B. Milano     Estern Sitret 18: 82:10<br>Namo       1.     2:23-cv-05764     USOC Eastern District of Louisiana<br>Keiny E. Milano     Revin B. Milano       2:24-cv-00780     USOC Eastern District of Louisiana<br>Namo     Norma Marcella, Scott     David R. Camella<br>Marcella, Troy Marcella, and<br>Christopher C. Colley       2:24-cv-00780     USOC Eastern District of Louisiana<br>Namo     Norma Marcella, Scott     David R. Camella<br>Marcella, and<br>Christopher C. Colley       2:24-cv-00730     USOC Eastern District of Louisiana<br>Namo     Norma Marcella, Scott     David R. Camella<br>Marcella, and<br>Christopher C. Colley       2:24-cv-00730     USOC Eastern District of Louisiana<br>Namo     Norma Marcella, Scott     David R. Camella<br>Marcella, and<br>Christopher C. Colley       2:24-cv-03137     USOC Eastern District of Louisiana<br>Namo     Robert J. McElwee     Ristopher L. Thompson<br>Ristopher C. Colley       all     2:23-cv-03137     USOC Eastern District of Louisiana<br>Robert J. McElwee     Marcella, and<br>Christopher C. Colley       all     2:23-cv-03137     USOC Eastern District of Louisiana<br>Robert J. McElwee     Marcella, Swarr, LLC       all     2:23-cv-03137     USOC Eastern District of Louisiana<br>Robert J. McElwee     Marcella, Swarr, LLC |                          |                           |                                                                                             |                                                    | -and-                                                                                     |                                                            |
| 1.       2:23-cv-05/64       USDC Eastern District of Louisiana       Brouney Lewis and Monica       Kevin B. Milano         2:23-cv-05/64       USDC Eastern District of Louisiana       Kelly-Lewis       New Orleans, LA 70112         2:24-cv-00780       USDC Eastern District of Louisiana       Norma Marcella, Scott       David R. Cannella         Marcella, Troy Marcella, and Christopher C. Colley       Marcella, and Christopher C. Colley       Colley         1       2:24-cv-00730       USDC Eastern District of Louisiana       Norma Marcella, and Christopher C. Colley         2:24-cv-0073137       USDC Eastern District of Louisiana       Norma Marcella, and Christopher C. Colley         2:24-cv-0073137       USDC Eastern District of Louisiana       Romad Marcella, and Christopher C. Thompson         al.       2:23-cv-03137       USDC Eastern District of Louisiana       Robert J. McElwee         All       Emily C. LaCerte       Emily C. LaCerte       Emily C. LaCerte         2:23-cv-03137       USDC Eastern District of Louisiana       Robert J. McElwee       Frank J. Swarr         all       2:23-cv-03137       USDC Eastern District of Louisiana       Robert J. McElwee         all       2:23-cv-03137       USDC Eastern District of Louisiana       Robert J. McElwee         all       2:23-cv-03137       USDC Eastern District of Louisiana       Robert J.                                     |                          |                           |                                                                                             |                                                    | The Cheek Law Firm<br>650 Poydras Street, Ste 2310<br>New Orleans, LA 70130               |                                                            |
| 2:24-cv-00780     USDC Eastern District of Louisiana     Norma Marcella, Scott     David R. Camella       007 Potydras Street, Suite 2195     New Orleans, LA 70112       Narcella, Troy Marcella, and Christopher L. Thompson     David R. Camella       Marcella, Troy Marcella, and Kristopher L. Thompson     Emily C. LaCerte       Statutory Heirs of     Emily C. LaCerte       Decendent Ronald Marcella     Baron & Budd, P.C.       Decendent Ronald Marcella     2600 CitPlace Dive, Suite 400       Baton Ruuge, LA 70808     Baton Rouge, LA 70808       All     Landry & Swarr       Mickey P. Landry     Matchew       Mickey P. Landry     Matchew       Matchew Grank     Landry & Swarr       Matchew Grank     Landry & Swarr       Matchew Grank     Landry       Mathew Orleans, LA 70163     -and-       Landry     Robert J. McElwee       Mathew Orleans, LA 70163     -and-       Landry     Mathew Corneall       Landry     Mathew Corneall       Landry     Landry       Mathew Orleans, LA 70163     -and-       Landry     Mathew Orleans, LA 70163       Landry     Landry       Mathew Orleans, LA 70163     -and-                                                                                                                                                                                                                                                                                                             | eidenbach, Inc., et. al. | 2:23-cv-0676 <sup>,</sup> | l USDC Eastern District of Louisiana                                                        | Brouney Lewis and Monica<br>Kelly-Lewis            | Kevin B. Milano<br>Ivan D. Cason                                                          | Brian C. Bossier<br>Edwin A. Ellinghausen, III             |
| 2:24-cv-00780     USDC Eastern District of Louisiana     Norma Marcella, Scott     David R. Cannella       Arristopher L. Thompson     Marcella, Troy Marcella, and<br>Kristopher L. Thompson     Emily C. Laclery       David R. Cannella     Marcella, and<br>Kristopher L. Thompson     Emily C. Laclery       David R. Cannella     Marcella, and<br>Kristopher L. Thompson     Emily C. Laclery       David R. Cannella     Marcella, and<br>Kristopher L. Thompson     Emily C. Laclery       David R. Cannella     Baron R. Budd, P.C.     Eastern District of Louisiana       Al. 2:23-cv-03137     USDC Eastern District of Louisiana     Robert I. McElwee       Al. 2:23-cv-03137     USDC Eastern District of Louisiana     Robert I. McElwee       Frank J. Swarr     Mitckey P. Landry       Mitckey R. Jandry     Mitckey R. Jandry       Mitchey R. Jandry     Mitckey R. Jandry       Mitchey R. Jandry     Mitchey Clark       Landry R. Sawir, LC     J100 Poydras Street, Suite 2000       Normali R. Sawir, LC     J100 Poydras Street, Suite 2000       Mitchey R. Sawir, LC     J100 Poydras Arente, Suite 740                                                                                    |                          |                           |                                                                                             |                                                    | 909 Poydras Street, Suite 2195                                                            | Erin H. Boyd                                               |
| 2:24-cv-00780     USDC Eastern District of Louisiana     Norma Marcella, Scott.     David R. Cannella       Marcella, Troy Marcella, and     Christopher C. Colley     Colley       Toni Herbert, Individually and     Kristopher L. Thompson       as Statutory Heirs of     Baron & Bud, P. C.       as Statutory Heirs of     Baron & Bud, P. C.       as Statutory Heirs of     Baron Rouge, LA 70808       as Contendent Ronald Marcella     Matthew Clark       as Statutory Heirs of     Baron Rouge, LA 70808       as Statutory Heirs of     Baron Rouge, LA 70808       as Statutory Heirs of     Baron Rouge, LA 70808       as Statutory Heirs of     Baron Rouge, LA 70063       andry Robert J. McElwee     Frank J. Swarr       Matthew Clark     Indry & Swarr, LLC       100 Poydras Street, Suite 2000     New Orleans, LA 70163       -and-     Douglas Plaza       -and-     Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |                           |                                                                                             |                                                    | INEW ORIEGNS, LA 7UILLZ                                                                   | Laura IVI. Gilleri<br>Kimmier L. Paul                      |
| 2:24-cv-00780     USDC Eastern District of Louisiana     Norma Marcella, Scott     David R. Gamella       Marcella, Troy Marcella, and<br>Toni Herbert, Introposon     Christopher C. Colley       Toni Herbert, Marcella, and<br>Toni Herbert, Introposon     Embly C. Lacerte       Statutory Hein of<br>Baron & Budd, P. C.     Baron & Budd, P. C.       J. 2:23-cv-03137     USDC Eastern District of Louisiana     Robert I. Morcella       al.     2:23-cv-03137     USDC Eastern District of Louisiana     Robert I. McElwee       Frank J. Swarr     Mickey P. Landry     Mithew Clark<br>Landry & Swarr, LC       Al.     Douglas Flaza     and-       Baron & Budd, P. C.     -and-     -and-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                           |                                                                                             |                                                    |                                                                                           | Blue Williams, L.L.C.<br>3421 N. Causeway Blvd., Suite 900 |
| 2:24-cv-00780 USDC Eastern District of Louisiana Norma Marcella, Troy Marcella, and Christopher C. Colley<br>Marcella, Troy Marcella, and Christopher C. Colley<br>Toni Herbert, Individually and Christopher C. Colley<br>Toni Herbert, Individually and Emily C. LaCerte<br>as Statutory Heirs of<br>Beron & Budd, P. C.<br>2600 CtitPlace Drive, Suite 400<br>Baton Rouge, LA 70808<br>Baton Rouge, LA 70808<br>Baton Rouge, LA 70808<br>Control Castern District of Louisiana Robert J. McElwee<br>Frank J. Swarr<br>Mickey P. Landry<br>Matthew Clark<br>Landry & Swarr, LC<br>1100 Poydras Street, Suite 2000<br>New Orleans, LA 70163<br>-and-<br>Leffery A. O'Connell<br>The Nemeroff Law Firm<br>Douglas Plaza<br>B226 Douglas Plaza                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |                           |                                                                                             |                                                    |                                                                                           | Metairie, LA 70002                                         |
| 2:23-cv-03137     USDC Eastern District of Louisiana     Knistopher L. Thompson<br>as Statutory Heirs of<br>Baron & Baron & Baron & Baron & Suite 400<br>Baron Rouge, LA 70808       2:23-cv-03137     USDC Eastern District of Louisiana     Robert J. McElwee       Frank J. Swarr     Matthew Clark<br>Landry & Swarr, LLC       2:23-cv-03137     USDC Eastern District of Louisiana       Robert J. McElwee     Frank J. Swarr       Complexed     Frank J. Swarr       Matthew Clark     Landry       Matthew Clark     Landry       Decoder J. McElwee     Frank J. Swarr       Baton Rouge, LA 70163     2000       Matthew Clark     Landry       Matthew Clark     Landry       Decoder J. McElwee     Frank J. Swarr       Frank J. Swarr     Matthew Clark K. LLC       Decode Street. Suite 2000     New Orleans, LA 70163       -and-     Landry & Street. Suite 2000       State Douglas Plaza     Batterne. Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | v. Huntington Ingalls,   | 2:24-cv-0078(             | USDC Eastern District of Louisiana                                                          | Norma Marcella, Scott                              | David R. Cannella                                                                         | Gus A. Fritchie                                            |
| Tori Herbert, Individually and Kristopher L. Thompson<br>as Statutory Heris of<br>Emily C. LaCerte<br>Decendent Ronald Marcella<br>Baron & Budd, P. C.       2:23-cv-03137 USDC Eastern District of Louisiana       Robert J. McElwee       Frank J. Swarr       Mitckey P. Landry       Matthew Clark       Landry & Swarr, ILC       1100 Poydras Street, Suite 2000       New Orleans, LA 70163       -and-       Landry & Swarr, LC       Duggas Plaza       Barton Buddy R Swarr, LC       Douglas Plaza       Barton Buddy R Swarr, LC       Douglas Plaza       Barton Buddy R Swerr, LUC       Barton Buddy R Swerr, Law Firm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | al.                      |                           |                                                                                             | Marcella, Troy Marcella, and                       | Christopher C. Colley                                                                     | Timothy Farrow Daniels                                     |
| 2:23-cv-03137     USDC Eastern District of Louisiana     Robert J. McElwee     Frank J. Swarr       2:23-cv-03137     USDC Eastern District of Louisiana     Robert J. McElwee     Frank J. Swarr       2:23-cv-03137     USDC Eastern District of Louisiana     Robert J. McElwee     Frank J. Swarr       2:23-cv-03137     USDC Eastern District of Louisiana     Robert J. McElwee     Frank J. Swarr       2:23-cv-03137     USDC Eastern District of Louisiana     Robert J. McElwee     Frank J. Swarr       2:23-cv-03137     USDC Eastern District of Louisiana     Robert J. McElwee     Frank J. Swarr       2:23-cv-03137     USDC Eastern District of Louisiana     Robert J. McElwee     Frank J. Swarr       2:23-cv-03137     USDC Eastern District of Louisiana     Robert J. McElwee     Frank J. Swarr       2:23-cv-03137     USDC Eastern District of Louisiana     Bouglas Plaza     2:000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                           |                                                                                             | Toni Herbert, Individually and                     | Kristopher L. Thompson                                                                    | David M. Melancon                                          |
| 2:23-cv-03137 USDC Eastern District of Louisiana Robert J. McElwee Frank J. Swarr<br>Mickey P. Landry Matthew Clark<br>Interver J. Street, Suite 2000<br>New Orleans, LA 70163<br>-and-<br>Beffery A. O'Connell<br>The Nemeroff Law Firm<br>Douglas Plaza<br>8266 Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                           |                                                                                             | as Statutory Heirs of<br>Decembert Bouald Marcella | Emily C. LaCerte<br>Bazzo & Budd D C                                                      | Alison A. Spindler                                         |
| 2:23-cv-03137 USDC Eastern District of Louisiana Robert J. MCElwee Frank J. Swarr<br>Mickey P. Landry<br>Matthew Clark<br>Landry & Swarr, LC<br>1100 Poydras Street, Suite 2000<br>New Orleans, LA 701G3<br>-and-<br>Jeffery A. O'Connell<br>The Nemerofi Law Firm<br>Douglas Plaza<br>8226 Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                           |                                                                                             |                                                    | 2600 CitiPlace Drive. Suite 400                                                           | Diana J. Masters                                           |
| 2:23-cv-03137 USDC Eastern District of Louisiana Robert J. MCElwee Frank J. Swarr<br>Mickey P. Landry<br>Matthew Clark<br>Landry & Swarr, LLC<br>1100 Poydras Street, Suite 2000<br>New Orleans, LA 70163<br>-and-<br>Jeffery A. O'Connell<br>The Nemeroff Law Firm<br>Douglas Plaza<br>2226 Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                           |                                                                                             |                                                    | Baton Rouge, LA 70808                                                                     | Connor W. Peth                                             |
| 2:23-cv-03137 USDC Eastern District of Louisiana Robert J. MCElwee Frank J. Swarr<br>Mickey P. Landry<br>Matthew Clark<br>Landry & Swarr, LLC<br>1100 Poydras Street, Suite 2000<br>New Orleans, LA 70163<br>-and-<br>Leffery A. O'Connell<br>The Nemeroff Law Firm<br>Douglas Plaza<br>8226 Douglas Arenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                           |                                                                                             |                                                    |                                                                                           | Kelli Murphy Miller                                        |
| 2:23-cv-03137 USDC Eastern District of Louisiana Robert J. McElwee Frank J. Swarr<br>Mickey P. Landry<br>Matthew Clark<br>Landry & Swarr, LLC<br>1100 Poydras Street, Suite 2000<br>New Orleans, LA 70163<br>-and-<br>Jeffery A. O'Connell<br>The Nemeroff Law Firm<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                           |                                                                                             |                                                    |                                                                                           | Irwin Fritchie Urquhart & Moore,                           |
| 2:23-cv-03137 USDC Eastern District of Louisiana Robert J. McElwee Frank J. Swarr<br>Mickey P. Landry<br>Matthew Clark<br>Landry & Swarr, LLC<br>1100 Poydras Street, Suite 2000<br>New Orleans, LA 70163<br>-and-<br>Jeffery A. O'Connell<br>The Nemeroff Law Firm<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                           |                                                                                             |                                                    |                                                                                           | LLC (New Orleans)                                          |
| 2:23-cv-03137 USDC Eastern District of Louisiana Robert J. McElwee Frank J. Swarr<br>Mickey P. Landry<br>Matthew Clark<br>Landry & Swarr, LLC<br>1100 Poydras Street, Suite 2000<br>New Orleans, LA 70163<br>-and-<br>Jeffery A. O'Connell<br>The Nemeroff Law Firm<br>Douglas Plaza<br>2:25 Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                           |                                                                                             |                                                    |                                                                                           | 400 Poydras St.                                            |
| 2:23-cv-03137 USDC Eastern District of Louisiana Robert J. McElwee Frank J. Swarr<br>Mickey P. Landry<br>Matthew Clark<br>Landry & Swarr, LLC<br>1100 Poydras Street, Suite 2000<br>New Orleans, LA 70163<br>-and-<br>Jeffery A. O'Connell<br>The Nemeroff Law Firm<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                           |                                                                                             |                                                    |                                                                                           | Suite 2700                                                 |
| 2:23-cv-03137 USDC Eastern District of Louisiana Robert J. MCElwee Frank J. Swarr<br>Mickey P. Landry<br>Matthew Clark<br>Landry & Swarr, LLC<br>1100 Poydras Street, Suite 2000<br>New Orleans, LA 70163<br>-and-<br>Jeffery A. O'Connell<br>The Nemeroff Law Firm<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                           |                                                                                             |                                                    |                                                                                           | New Orleans, LA 70130                                      |
| ey P. Landry<br>new Clark<br>y & Swarr, LLC<br>Poydras Street, Suite 2000<br>Orleans, LA 70163<br>y A. O'Connell<br>emeroff Law Firm<br>as Plaza<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |                           | USDC Eastern District of Louisiana                                                          | Robert J. McElwee                                  | Frank J. Swarr                                                                            | Gus A. Fritchie                                            |
| new Clark<br>y & Swarr, LLC<br>Poydras Street, Suite 2000<br>Orleans, LA 70163<br>y A. O'Connell<br>emeroff Law Firm<br>as Plaza<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |                           |                                                                                             |                                                    | Mickey P. Landry                                                                          | Timothy Farrow Daniels                                     |
| y & Swarr, LLC<br>Poydras Street, Suite 2000<br>Orleans, LA 70163<br>y A. O'Connell<br>emeroff Law Firm<br>as Plaza<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                           |                                                                                             |                                                    | Matthew Clark                                                                             | David M. Melancon                                          |
| Poydras Street, Suite 2000<br>Drleans, LA 70163<br>y A. O'Connell<br>emeroff Law Firm<br>as Plaza<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |                           |                                                                                             |                                                    | Landry & Swarr, LLC                                                                       | Alison A. Spindler                                         |
| Drleans, LA 70163<br>y A. O'Connell<br>emeroff Law Firm<br>as Plaza<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                           |                                                                                             |                                                    | 1100 Poydras Street, Suite 2000                                                           | Kevin Powell                                               |
| y A. O'Connell<br>emeroff Law Firm<br>as Plaza<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                           |                                                                                             |                                                    | New Orleans, LA 70163                                                                     | Diana J. Masters                                           |
| y A. O'Connell<br>emeroff Law Firm<br>as Plaza<br>Douglas Avenue, Suite 740                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                           |                                                                                             |                                                    |                                                                                           | Connor W. Peth                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                           |                                                                                             |                                                    | -and-                                                                                     | Kelli Murphy Miller                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                           |                                                                                             |                                                    |                                                                                           | Irwin Fritchie Urquhart & Moore,                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                           |                                                                                             |                                                    | Jeffery A. O'Connell                                                                      | LLC (New Orleans)                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                           |                                                                                             |                                                    | The Nemeroff Law Firm                                                                     | 400 Poydras St.                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                           |                                                                                             |                                                    | Douglas Plaza                                                                             | Suite 2700                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                           |                                                                                             |                                                    | 8226 Douglas Avenue, Suite 740                                                            | New Orleans, LA 70130                                      |

|    | McIntyre v. Huntington Ingalls<br>Incorporated, et. al. | 2:23-cv-05048  | 2:23-cv-05048 USDC Eastern District of Louisiana   | William McIntyre         | lvan D. Cason<br>The Gori Law Firm | Brian C. Bossier<br>Edwin A. Ellinghausen, III |
|----|---------------------------------------------------------|----------------|----------------------------------------------------|--------------------------|------------------------------------|------------------------------------------------|
| _  |                                                         |                |                                                    |                          | 909 Povdras Street, Suite 2195     | Christopher T. Grace, III                      |
| _  |                                                         |                |                                                    |                          | New Orleans, LA 70112              | Erin H. Boyd                                   |
| 22 |                                                         |                |                                                    |                          |                                    | Laura M. Gillen                                |
| _  |                                                         |                |                                                    |                          |                                    | Kimmier L. Paul                                |
| _  |                                                         |                |                                                    |                          |                                    | Blue Williams, L.L.C.                          |
| _  |                                                         |                |                                                    |                          |                                    | 3421 N. Causeway Blvd., Suite 900              |
| _  |                                                         |                |                                                    |                          |                                    | Metairie, LA 70002                             |
|    | Plaisance, Sr. v. Taylor-Seindenbach,                   | 2:23-cv-05426  | 2:23-cv-05426 USDC Eastern District of Louisiana   | Corbet J. Plaisance, Sr. | Philip C. Hoffman                  | Brian C. Bossier                               |
| _  | Inc., et. al.                                           |                |                                                    |                          | Dayal S. Reddy                     | Edwin A. Ellinghausen, III                     |
| _  |                                                         |                |                                                    |                          | 643 Magazine Street, Suite 300A    | Christopher T. Grace, III                      |
| _  |                                                         |                |                                                    |                          | New Orleans, LA 70130              | Erin H. Boyd                                   |
| 23 |                                                         |                |                                                    |                          |                                    | Laura M. Gillen                                |
| _  |                                                         |                |                                                    |                          |                                    | Kimmier L. Paul                                |
| _  |                                                         |                |                                                    |                          |                                    | Blue Williams, L.L.C.                          |
| -  |                                                         |                |                                                    |                          |                                    | 3421 N. Causeway Blvd Suite 900                |
| -  |                                                         |                |                                                    |                          |                                    | Metairie IA 70002                              |
|    | Drudo V Eidolity and Casualty                           | 70120 102 20.0 | 2:23_cu-07107 [ISDC Eactorn Dictrict of ] ouisians | יוויאט "ביילט" שניילט    | Domod Domoin                       | Driph C Doccior                                |
| _  | ridue v. ridelity alla casualty                         | 1CT 10-07-07.7 | UJUC EASTELLI DISTILICE UL FUNISIALIA              |                          |                                    |                                                |
| -  | Incurance Company of New York, et.                      |                |                                                    |                          | Pouciau Law Firm                   | Edwin A. Ellinghausen, III                     |
| -  | al.                                                     |                |                                                    |                          | 8550 United Plaza Blvd., Suite 702 | Christopher T. Grace, III                      |
| _  |                                                         |                |                                                    |                          | Baton Rouge, LA 70809              | Erin H. Boyd                                   |
| _  |                                                         |                |                                                    |                          |                                    | Laura M. Gillen                                |
| 77 |                                                         |                |                                                    |                          | -and-                              | Kimmier L. Paul                                |
| 44 |                                                         |                |                                                    |                          |                                    | Blue Williams, L.L.C.                          |
| _  |                                                         |                |                                                    |                          | Scott M. Galante                   | 3421 N. Causeway Blvd., Suite 900              |
| _  |                                                         |                |                                                    |                          | Stephanie M. Hartman               | Metairie, LA 70002                             |
| _  |                                                         |                |                                                    |                          | The Galante Litigation Group, LLC  |                                                |
| _  |                                                         |                |                                                    |                          | 816 Cadiz Street                   |                                                |
| _  |                                                         |                |                                                    |                          | New Orleans, LA 70115              |                                                |
|    | Ragusa, Jr., v. Louisiana Insurance                     | 2:21-cv-01971  | 2:21-cv-01971 USDC Eastern District of Louisiana   | Frank P. Ragusa, Jr.     | Gerolyn P. Roussel                 | Brian C. Bossier                               |
| _  | Guaranty Association, et. al.                           |                |                                                    |                          | Perry J. Roussel, Jr.              | Edwin A. Ellinghausen, III                     |
| _  |                                                         |                |                                                    |                          | Jonathan B. Clement                | Christopher T. Grace, III                      |
| _  |                                                         |                |                                                    |                          | Lauren R. Clement                  | Erin H. Boyd                                   |
| 25 |                                                         |                |                                                    |                          | Benjamin P. Dinehart               | Laura M. Gillen                                |
| -  |                                                         |                |                                                    |                          | Roussel & Clement                  | Kimmier L. Paul                                |
| _  |                                                         |                |                                                    |                          | 1550 West Causeway Approach        | Blue Williams, L.L.C.                          |
| _  |                                                         |                |                                                    |                          | Mandeville, LA 70471               | 3421 N. Causeway Blvd., Suite 900              |
|    |                                                         |                |                                                    |                          |                                    | Metairie, LA 70002                             |

Exhibit 1

| 26 | Rivet v. Huntington Ingalls<br>Incorporated, et. al.     | 2:22-cv-02584 | 2:22-cv-02584 USDC Eastern District of Louisiana                                         | Tommy Rivet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Gerolyn P. Roussel<br>Roussel & Clement<br>1550 West Causeway Approach<br>Mandeville, LA 70471<br>Mandeville, LA 70471 | Gus A. Fritchie<br>Timothy Farrow Daniels<br>David M. Melancon<br>Alison A. Spindler<br>Kevin Powell<br>Diana J. Masters<br>Connor W. Peth<br>Kelli Murphy Miller<br>Kelli Murphy Miller<br>Irwin Fritchie Urquhart & Moore,<br>LLC (New Orleans)<br>400 Poydras St.<br>Suite 2700<br>New Orleans, LA 70130 |
|----|----------------------------------------------------------|---------------|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 27 | Robinson v. Anco Insulations, Inc., et.<br>al.           | 2020-04867    | Civil District Court for the Parish of Melvin L. Robinson<br>Orleans, State of Louisiana |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Damon R. Pourciau<br>Pouciau Law Firm<br>8550 United Plaza Blvd., Suite 702<br>Baton Rouge, LA 70809                   | N/A                                                                                                                                                                                                                                                                                                         |
| 28 | Rogers v. Taylor-Seidenbach, Inc., et.<br>al.            | 2:24-cv-01268 | 2:24-cv-01268 USDC Eastern District of Louisiana                                         | John Rogers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Philip C. Hoffman<br>Dayal S. Reddy<br>643 Magazine Street, Suite 300A<br>New Orleans, LA 70130                        | Brian C. Bossier<br>Edwin A. Ellinghausen, III<br>Christopher T. Grace, III<br>Erin H. Boyd<br>Laura M. Gillen<br>Kimmier L. Paul<br>Blue Williams, L.L.C.<br>3421 N. Causeway Blvd., Suite 900<br>Metairie, LA 70002                                                                                       |
| 59 | Rudolph, et. al. v. Huntington Ingalls,<br>Inc., et. al. | 2019-04164    | Civil District Court for the Parish of<br>Orleans, State of Louisiana                    | Renee LaNasa Rudolph,<br>Michael Anthony LaNasa, and<br>Giles Paul LaNasa; on behalf of Jordan L. Bollinger, Esq.<br>Wallace LaNasa, Jr.<br>Wallace LaNasa, Jr.<br>246 Napoleon St.<br>Baton Rouge, LA 70802<br>Timothy J. Falcon, Esq.<br>FALCON LAW FIRM<br>5044 Lapalco Blvd.<br>Marrero, LA 70072<br>J. Patrick Connick, Esq.<br>5201 Westbank Express<br>Marrero, LA 70072<br>J. Patrick Connick, Esq.<br>5201 Westbank Express<br>Marrero, LA 70072<br>B AGGETT, MCCALL, BU<br>& GAUGHAN<br>3006 Country Club Rd.<br>Lake Charles, LA 70605 | way, Ste. 100<br>RGESS, WATSON                                                                                         | Brian C. Bossier<br>Edwin A. Ellinghausen, III<br>Christopher T. Grace, III<br>Erin H. Boyd<br>Laura M. Gillen<br>Kimmier L. Paul<br>Blue Williams, L.L.C.<br>3421 N. Causeway Blvd., Suite 900<br>Metairie, LA 70002                                                                                       |

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| o<br>O<br>M | Sandifer v. Anco Insulations, Inc., et. al. 2023-10585 |            | Civil Dictrict Court for the Darich of "              |                             |                                                          |                                  |
|-------------|--------------------------------------------------------|------------|-------------------------------------------------------|-----------------------------|----------------------------------------------------------|----------------------------------|
| 30          |                                                        |            | CIVII DISUILU CUULIUI LINE FAIISILUI DUUNEI JAIIUILEI |                             | Damon K. Pourciau                                        | Brian C. Bossier                 |
| 30          |                                                        | -          | Urieans, state of Louisiana                           |                             |                                                          | Edwin A. Ellinghausen, III       |
| 30          |                                                        |            |                                                       |                             | 8550 United Plaza Blvd., Suite 702                       | Christopher T. Grace, III        |
| 30          |                                                        |            |                                                       |                             | Baton Rouge, LA 70809                                    | Erin H. Boyd                     |
|             |                                                        |            |                                                       |                             | 1                                                        | Laura M. Gillen                  |
|             |                                                        |            |                                                       |                             |                                                          | Kimmier L. Paul                  |
|             |                                                        |            |                                                       |                             |                                                          | Blue Williams 1.1.C              |
|             |                                                        |            |                                                       |                             |                                                          | 3421 N. Causeway Blvd Suite 900  |
|             |                                                        |            |                                                       |                             |                                                          | Metairie, LA 70002               |
| S           | Sewire v. Anco Insulations, Inc., et. al. 2022-00676   |            | Civil District Court for the Parish of Patrick Sewire |                             | Damon R. Pourciau                                        | N/A                              |
|             |                                                        |            | Orleans, State of Louisiana                           |                             | Polician Law Firm                                        |                                  |
| 31          |                                                        |            |                                                       |                             | 8550 United Plaza Blvd Suite 702                         |                                  |
|             |                                                        |            |                                                       |                             | Baton Rollige 1 A 70809                                  |                                  |
| U           | Simoneally v Taylor-Seindenhach Inc 7:73-cv            | 1 29070-11 | 2:23-cv-D4263 HSDC Fastern District of Louisiana      | Michael Simoneaux           | Dation ( Hoffman                                         | Brian C Bossian                  |
| ni          | еаих V. Тауют-зепциепраси, пис.,                       | c0740-V.   |                                                       |                             |                                                          |                                  |
| υ<br>U      | et. äl.                                                |            |                                                       |                             | uayai s. keday                                           | Edwin A. Eilingnausen, III       |
|             |                                                        |            |                                                       |                             | 643 Magazine Street, Suite 300A                          | Christopher T. Grace, III        |
|             |                                                        |            |                                                       |                             | New Orleans, LA 70130                                    | Erin H. Boyd                     |
| 32          |                                                        |            |                                                       |                             |                                                          | Laura M. Gillen                  |
|             |                                                        |            |                                                       |                             |                                                          | Kimmier L. Paul                  |
|             |                                                        |            |                                                       |                             |                                                          | Blue Williams, L.L.C.            |
|             |                                                        |            |                                                       |                             |                                                          | 3421 N. Causeway Blvd. Suite 900 |
|             |                                                        |            |                                                       |                             |                                                          | Metairie IA 70002                |
|             | Thihodeaux at al v. General Electric 7.34-cv           | V-01111    | 2:24-cv-01111   SDC Eastern District of   ouisiana    | Beed Thihodesus and Cunthia | tyan David Cason Ir                                      | Timothy Farrow Danials           |
| - (         |                                                        |            |                                                       |                             |                                                          |                                  |
| ر           | company, et al                                         |            |                                                       | Inibodeaux                  | GOLI LAW FILM                                            | irwin Fritchie Urgunart & Moore, |
| 33          |                                                        |            |                                                       |                             | 3647 McDonald Ave                                        | LLC (New Orleans)                |
| )           |                                                        |            |                                                       |                             | St. Louis, MO 63116                                      | 400 Poydras St.                  |
|             |                                                        |            |                                                       |                             | 450 Laurel Street, Suite 1150                            | Suite 2700                       |
|             |                                                        |            |                                                       |                             | Baton Rouge, LA 70801                                    | New Orleans, LA 70130            |
| F           | Thomas v. American Automobile 2022-00352               |            | Civil District Court for the Parish of                | Lisha Thomas, Samantha      | Philip C. Hoffman                                        | N/A                              |
| -           | Insurance Company, et. al.                             |            |                                                       | Thomas, and Shaundreika     | Dayal S. Reddy                                           |                                  |
|             |                                                        |            |                                                       |                             | 643 Magazine Street, Suite 300A                          |                                  |
|             |                                                        |            |                                                       | 2 cm c                      | Naw Orleans 1 A 70130                                    |                                  |
|             |                                                        |            |                                                       |                             | INEW OLICALIS, LA 70130                                  |                                  |
|             |                                                        |            |                                                       | (aka sam carrer inomas)     | -                                                        |                                  |
|             |                                                        |            |                                                       |                             | -and-                                                    |                                  |
|             |                                                        |            |                                                       |                             | l indsev A. Cheek                                        |                                  |
|             |                                                        |            |                                                       |                             | The Cheek Law Firm 110                                   |                                  |
|             |                                                        |            |                                                       |                             |                                                          |                                  |
| 34          |                                                        |            |                                                       |                             | 050 Poyards Street, Suite 2310<br>Nour Orlosse 1 A 20130 |                                  |
|             |                                                        |            |                                                       |                             | INEW OLIEGIIS, LA 70130                                  |                                  |
|             |                                                        |            |                                                       |                             | -2006-                                                   |                                  |
|             |                                                        |            |                                                       |                             | 3                                                        |                                  |
|             |                                                        |            |                                                       |                             | Spencer R. Doodv                                         |                                  |
|             |                                                        |            |                                                       |                             | Scott R. Bickford                                        |                                  |
|             |                                                        |            |                                                       |                             | Larry J. Centola. III                                    |                                  |
|             |                                                        |            |                                                       |                             | Martzell, Bickford & Centola                             |                                  |
|             |                                                        |            |                                                       |                             | 338 Lafayette Street                                     |                                  |
|             |                                                        |            |                                                       |                             | New Orleans LA 70130                                     |                                  |

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| Philip C. Hoffman                              | Dayal S. Reddy              | 643 Magazine Street, Suite 300A | New Orleans, LA 70130 |
| arish of Kenneth Wilson                        |                             |                                 |                       |
| 5 Civil District Court for the Parish of Kenne | Orleans, State of Louisiana |                                 |                       |
| 2024-03205                                     |                             |                                 |                       |
| Wilson v. Eagle, Inc., et al.                  |                             |                                 |                       |
|                                                | 30                          | n<br>n                          |                       |

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|                | HOPEMAN BROTHERS, INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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| 125M_<br>120M_ | HOPEMAN BROTHERS, INC. (1959 - 1971)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| 90M-           | BODILY INJURY LIABILITY<br>Privileged & Confidential                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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| 70M            | Overlapping Policies     Chart 1 of 3 - March 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    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Prod<br>1966 1967 | -Derty Mutual<br>1121010461187R LG<br>11/67 - 1/1/68 .3<br>1 Occ./Agg.Prod .3<br>1968 | Liberty Mutual<br>11/2101/461188R<br>11/1/68 - 1/1/69<br>MOCC./Agg. Prod.<br>I<br>1969<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000 | Liberty Mutual<br>LG121010461180R<br>1/1/70 - 1/1/71<br>.3M Occ./Agg. 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|                             | HOPEMAN BROTH                                                                                                                                                                                                                                                                                                                                                                                                      | IERS, I                                         | NC.                                                                                                                                                                 |                                                                       |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                           |                                                                              |
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| 125M<br>120M<br>100M<br>90M | HOPEMAN BROTHERS, INC. (1971<br>COVERAGE CHART<br>BODILY INJURY LIABILITY<br>Privileged & Confidential                                                                                                                                                                                                                                                                                                             | - 1981)                                         | Midland XL11101705297<br>Mission M81707<br>Aetna 01XN542WCA<br>Fireman's XLX1202681                                                                                 | 5M p/o 40M xs 80M xs<br>5M p/o 40M xs 80M xs<br>10M p/o 40M xs 80M xs | 5M       | 3/18/77 - 1/1/78<br>y p0 25M xs 75M xs .5.M<br>Mission M836562<br>7.5M<br>Home HEC9530969<br>5M<br>Fireman's XLX1267263<br>3/21/77 - 1/1/78                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1/1/78 - 1/1/79<br>p/o 25M xs 75M xs .5M<br>Mission M836562<br>7.5M<br>Aetna 01XN1622WCA<br>5M<br>Fireman's XLX1218628                                                                                                                    | ↓<br>INA<br>Fire<br>Mid<br>Aet<br>1/1/<br>5M<br>Fire                         |
| 80M<br>70M                  | Insolvent Insurers  Overlapping Policies Chart 2 of 3 - Mar                                                                                                                                                                                                                                                                                                                                                        | rch 2017                                        | Home HEC4495647<br>Midland XL111017055274<br>3/14/74 - 3/14/77<br>10M p/0 40M xs 40M xs .5<br>Lumberman's 4SX01021<br>3/14/74 - 3/14/77<br>10M p/o 40M xs 40M xs .5 | M<br>                                                                 | .5M      | M<br>London 212103600<br>3/14/77-1/1/78<br>London<br>212103500<br>3/18/77-1/1/78<br>25M xs 50M xs .5M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | London<br>212186100<br>1/1/78-1/1/79<br>25M xs 50M xs .5M                                                                                                                                                                                 | Fire<br>5M<br>Lon<br>7.5f<br>2.5<br>Lon<br>212<br>1/1,<br>22.!               |
| 60M<br>50M                  |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 | St. Paul 590XA6116<br>3/14/74 - 3/14/77<br>10M p/o 40M xs 40M xs .5<br>Unigard 15103<br>3/14/74 - 10/30/75<br>10M p/o 40M xs 40M xs .5                              | M<br>Home HEC9006<br>10/30/75 - 3/14/7                                | 7        | Home Ins. Co.<br>HEC9530970<br>3/14/77 -1/1/78<br>SM p/o 25M xs .5M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | National Union 1229552<br>3M pro 25M xs 25M xs .5M<br>Pine Top ins Co. MLP100050<br>2M pro 25M xs 25M xs .5M                                                                                                                              | Trai<br>. SCL<br>1/1,<br>6M                                                  |
| 40M<br>30M                  | London 560K22908 4/2<br>4/2/70-4/2/73 5M p/o 10M xs 30M xs .5M 201                                                                                                                                                                                                                                                                                                                                                 | A<br>P3914<br>2/73 - 3/14/77<br>M xs 20M xs .5N |                                                                                                                                                                     |                                                                       |          | Lexington Ins. Co.<br>GC5501965<br>3/14/77 - 1/1/78<br>5M p/o 25M xs 25M xs 5M<br>Aetna<br>01XN1320WCA<br>3/14/77 - 1/1/78<br>5M p/o 25M xs 25M xs .5M<br>INA<br>XCP12358<br>3/14/77 - 1/1/78                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Lexington Ins. Co.<br>5511227<br>1/1/78 - 1/1/79<br>5M p/o 25M xs 25M xs .5M<br>Aetna<br>01XN1621WCA<br>1/1/78 - 1/1/79<br>5M p/o 25M xs 25M xs .5M<br>INA<br>XCP14304<br>4/4 / 79 / 1/20                                                 | Lexi<br>551:<br>1/1/<br>5M<br>Gra<br>617<br>1/1,<br>4M<br>INA<br>CNX<br>1/1/ |
| 20M                         | XB(41/1) 2/14//1 - 3/14//4 SM XS 10M XS .SM                                                                                                                                                                                                                                                                                                                                                                        |                                                 | Lexington Ins. Co. GC<br>3/14/74 - 3/14/77<br>5M p/o 10M xs 10M xs .5                                                                                               | 5500415<br>M                                                          |          | 0, 19, 19, 19, 19, 18, 25M xs. 5M<br>Ins. Go. of PA<br>1977079<br>3114777079<br>3114777 11/78<br>3114777 11/78<br>311477 11/78<br>311477 11/78<br>311477 11/78<br>311477 11/78<br>311477 11/78<br>311477 11/78<br>311477 11/78<br>311477 11/78<br>311477 11/78<br>311477 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>311478 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>31148 11/78<br>3114 | 1/1/78 - 1/1/79<br>5M p/o 25M xs 25M xs .5M<br>Ins. co. of PA<br>41788480<br>1/1/78 - 1/1/79<br>3M p/o 25M xs 25M xs .5M<br>FIRS State 056003<br>1/1/78 - 1/1/79<br>2M p/o 25M xs 25M xs .5M<br>Mutual Marine<br>3M p/o 15M xs 10M xs .5M | 5M<br>123<br>1/1<br>3M<br>First<br>1/1/<br>2M r<br>3M                        |
| 10M                         | 2/14/68 -         2/14/71         15M xs 5M         North Star / NSX9220 / 2/14/71 - 3/14/74 / 3M p/o 5M xs 10M x         Continental / 8894450 / 2/14/71 - 3/14/74 / 2M p/o 5M xs 10M x         1NA         2/14/71 -         3/14/71         3/14/71         5M xs 5M         xs .5M         INA         XCP3721         3/14/71         3/14/71         3/14/71         3/14/71         5M xs 5M         xs .5M |                                                 | North Star / NSX102057 / 3/1                                                                                                                                        | 4/74 - 3/14/77 / 3M p/o 10M xs 1<br>74 - 3/14/77 / 2M p/o 10M xs 10M  |          | London 212186000<br>12M p/o15M xs 10M<br>xs .5M<br>Mutual Marine<br>4M p/o 5M xs 5M<br>xs .5M<br>London 212103300<br>1M p/o 5M xs 5M xs<br>5M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | London 212186000<br>12M p/o15M xs 10M xs .5M<br>Mutual Marine<br>4M p/o 5M xs 5M xs .5M<br>London 212185900<br>1M p/o 5M xs 5M xs .5M                                                                                                     | Lon<br>12M<br>4M<br>Lon<br>1M                                                |
| 5M<br>1M                    | London<br>560CU8743<br>2/14/68 - 3/14/71<br>HEC9793669<br>3/14/71 - 3/14/74<br>5M xs .5M<br>2/14/68 - 3/14/71<br>5M xs .5M<br>2/14/68 - 3/14/71<br>5M xs .5M<br>5M xs .5M                                                                                                                                                                                                                                          |                                                 | Liberty Mutual<br>LE1121010461314R<br>3/14/74 - 1/1/77<br>5M xs .5M                                                                                                 |                                                                       | LE112    | y Mutual<br>21010461317<br>7 - 1/1/78<br>≆ .5M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Liberty Mutual<br>LE1121010461318<br>1/1/78 - 1/1/79<br>5M xs .5M                                                                                                                                                                         | Lib<br>LE<br>1/:<br>5M                                                       |
| 0                           | Liberty Mutual         Liberty Mutual         Liberty Mutual           LGI121010461181R         LGI121010461182R         LGI121010461183           1/1/71 - 1/1/72         1/1/73 - 1/1/73         1/1/73 - 1/1/73           .SM Occ./Agg. Prod.         .SM Occ./Agg. Prod.         .SM Occ./Agg. Prod.                                                                                                           | 1/1/74 - 1/2                                    | 461184R LGI1210104613<br>1/75 1/1/75 - 1/1/76                                                                                                                       | 5 1/1/76 - 1/1/77                                                     | 6 LGI121 | / Mutual<br>1010461187<br>/ - 1/1/78<br>cc./Agg. Prod.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Liberty Mutual<br>LGI121010461188<br>1/1/78 - 1/1/79<br>.5M Occ./Agg. Prod.                                                                                                                                                               | Lil<br>LC<br>1/                                                              |
| 19                          | 971 1972 1973                                                                                                                                                                                                                                                                                                                                                                                                      | 1974                                            | 1975                                                                                                                                                                | 1976                                                                  | 1977     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1                                                                                                                                                                                                                                         | 1979                                                                         |

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| p/o 25M xs 100M xs .5M                                                                         | p/o 25M xs 100M xs .5M                                                   |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| A / XCP143410 / 5M                                                                             | INA / XCP143696 / 5M<br>Fireman's / XLX1372352 / 5M                      |
| eman' <u>s / XLX1369444 / 5M</u><br>dland/ XL160297 / 4M                                       | Midland/ XL706556 / 4M                                                   |
| tna / 01XN2096WCA / 5M                                                                         | Aetna / 01XN2460WCA / 5M                                                 |
| ansit / SCI 1955069 / 4M                                                                       | Transit / SCU955388 / 4M                                                 |
| ttl Union / 123 30 11 / 2M<br>ssion Ins. Co. M848123<br>/79 -1/1/80<br>M p/o 25M xs 75M xs .5M | Nat'l Union /9782487/ 2M                                                 |
| sion Ins. Co. M848123                                                                          | Mission Ins. Co. M856085                                                 |
| M p/o 25M xs 75M xs .5M                                                                        | 1/1/80 -1/1/81<br>7.5M p/o 25M xs 75M xs .5M                             |
| tna 01XN2077WCA                                                                                | Aetna 01XN2459WCA                                                        |
| tna 01XN2077WCA<br>/79-1/1/80<br>p/o 2 <u>5M x</u> s 75 <u>M x</u> s .5M                       | 1/1/80-1/1/81                                                            |
| p/0 25M xs 75M xs .5M                                                                          | 5M p/o 25M xs 75M xs .5M                                                 |
| eman's<br>X1369443 1/1/79 - 1/1/80<br>Lp/o 25M xs 75M xs 5M                                    | Fireman's<br>XLX1372351 1/1/80 - 1/1/81<br>5M p/o 25M xs 75M xs .5M      |
| p/o 2 <u>5M xs 75M xs</u> .5M<br>ndon 212252500                                                | 5M p/o 25M xs 75M xs .5M                                                 |
| ndon 212252500                                                                                 | London 830008300                                                         |
| M p/o 25M xs 75M xs .5M                                                                        | 7.5M p/o 25M xs 75M xs .5M                                               |
| utual Marine                                                                                   | Mutual Marine                                                            |
| 5M p/o 25M xs 50M xs .5M                                                                       | 2.5M p/o 25M xs 50M xs .5M                                               |
|                                                                                                | 2.511 0/0 2511 x5 5011 x5 1511                                           |
|                                                                                                |                                                                          |
|                                                                                                |                                                                          |
| ndon                                                                                           | London                                                                   |
| 2253400                                                                                        | 830008200                                                                |
| 1/79-1/1/80                                                                                    | 1/1/80-1/1/81                                                            |
|                                                                                                |                                                                          |
| .5M p/o 25M xs 50M xs .5M                                                                      | 22.5M p/o 25M xs 50M xs .5M                                              |
|                                                                                                |                                                                          |
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|                                                                                                |                                                                          |
| ansit Cas. Co                                                                                  | Transit Cas. Co.                                                         |
| ansit Cas. Co.                                                                                 | SCU955387                                                                |
| U955039                                                                                        | 1/1/80 - 1/1/81                                                          |
| l/79 - 1/1/80<br>p/o 25M xs 25M xs .5M                                                         | 6M p/o 25M xs 25M xs .5M                                                 |
| 1 p/0 2 JII X5 2 JII X5 . JII                                                                  |                                                                          |
| kington Ins. Co.                                                                               | Lexington Ins. Co.                                                       |
| 11381                                                                                          | 5514785                                                                  |
| /79 - 1/1/80                                                                                   | 1/1/80 - 1/1/81                                                          |
| p/o 25M xs 25M xs .5M                                                                          |                                                                          |
|                                                                                                | <u>5M p/o 25M xs 25M xs .5M</u>                                          |
| anite State Ins. Co.                                                                           | Granite State Ins. Co.                                                   |
| 790973                                                                                         | 61801874                                                                 |
| 1/79 - 1/1/80                                                                                  | 1/1/80 - 1/1/81                                                          |
| 1 p/o 25M xs 25M xs .5M                                                                        | 4M p/o 25M xs 25M xs .5M                                                 |
| A                                                                                              | INA                                                                      |
| A<br>IXCP143410                                                                                | XCP143696                                                                |
| 1/79 - 1/1/80                                                                                  |                                                                          |
| l p/o 25M xs 25M xs .5M                                                                        | 1/1/80 - 1/1/81                                                          |
|                                                                                                | 5M p/o 25M xs 25M xs .5M                                                 |
| tional Union<br>33011                                                                          | National Union<br>9782487                                                |
| l/79 - 1/1/80<br>p/o 25M xs 25m xs .5M                                                         | National Union<br>9782487<br>1/1/80 - 1/1/81<br>3M p/o 25M xs 25m xs .5M |
| p/o 25M xs 25m xs .5M                                                                          | 3M p/o 25M xs 25m xs .5M                                                 |
| t State 927608<br>/79 - 1/1/80<br>p/o 25M xs 25M xs .5M                                        | First State 929219<br>1/1/80 - 1/1/81                                    |
| p/o 25M xs 25M xs .5M                                                                          | First State 929219<br>1/1/80 - 1/1/81<br>2M p/o 25M xs 25M xs .5M        |
| utual Marine                                                                                   | Mutual Marine                                                            |
| 1 p/o 15M xs 10M xs .5M                                                                        | 3M p/o 15M xs 10M xs .5M                                                 |
|                                                                                                | ↓                                                                        |
| ndon 212252300                                                                                 | London 830008100                                                         |
| ndon 212252300                                                                                 |                                                                          |
| M p/o15M xs 10M xs .5M                                                                         | 12M p/o15M xs 10M xs .5M                                                 |
|                                                                                                |                                                                          |
|                                                                                                |                                                                          |
| itual Marine                                                                                   | Mutual Marine                                                            |
| l p/o 5M xs 5M xs .5M                                                                          | 4M p/o 5M xs 5M xs .5M                                                   |
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|                                                                                                |                                                                          |
| ndon 212252200                                                                                 | London 83008000                                                          |
|                                                                                                |                                                                          |
| p/o 5M xs 5M xs .5M                                                                            | 1M p/o 5M xs 5M xs .5M                                                   |
|                                                                                                | <u> </u>                                                                 |
| horth ( Muture!                                                                                | Liborty Muturel                                                          |
| berty Mutual                                                                                   | Liberty Mutual                                                           |
| 1121010461319                                                                                  | LE1121010461310                                                          |
|                                                                                                |                                                                          |
| '1/79 - 1/1/80                                                                                 | 1/1/80 - 1/1/81                                                          |
| Ч́хѕ.5М́                                                                                       | 5M xs .5M                                                                |
| 1 12 171                                                                                       |                                                                          |
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|                                                                                                |                                                                          |
| iberty Mutual                                                                                  | Liberty Mutual                                                           |
| GI121010461189                                                                                 | LGIK121010461180                                                         |
| 01121010101105                                                                                 | 1/1/00 1/1/01                                                            |
| /1/79 - 1/1/80                                                                                 | 1/1/80 - 1/1/81                                                          |
| /1/79 - 1/1/80<br>5M Occ./Agg. Prod.                                                           | .5M Occ./Agg. Prod.                                                      |
| /1/79 - 1/1/80<br>5M Occ./Agg. Prod.                                                           | .5M Occ./Agg. Prod.                                                      |
| /1/79 - 1/1/80<br>5M Occ./Agg. Prod.                                                           |                                                                          |

## HOPEMAN BROTHERS, INC.

|      | 1/1/81 - 1/1/82                                                                                   | 1/1/82 - 1/1/83                                                                                    | 414100 414104                                                                                                  |                                                                                                                                                                                 |                                                    |
|------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
|      |                                                                                                   | ↓ p/o 25M xs 100M xs .5M ↓                                                                         | ↓ p/o 20M xs 100M xs 1M                                                                                        | p/o 20M xs 100M xs 1M                                                                                                                                                           |                                                    |
| 0014 | INA XCP143696 5M<br>Transit SCU955789 6M<br>Midland XL723739 4M                                   | INA XCP144541 5M<br>Transit SCU956118 6M<br>Midland XL724758 4M                                    | Lexington 5524812 10M                                                                                          | Royal Ins. RED102225 10M                                                                                                                                                        |                                                    |
|      | Fireman's XLX1373065 5M<br>Aetna 01XN2867WCA 5M                                                   | Fireman's XLX1484988 5M<br>Aetna 01XN3237WCA 5M                                                    | Fireman's XLX1533350 5M<br>Safety Mut'I UF1472VA 5M                                                            | Fireman's XLX1533343 5M<br>Safety Mut'l UF1688VA 5M                                                                                                                             |                                                    |
| MOC  | 1/1/81-1/1/82<br>Mission Ins. Co.<br>M871503<br><u>7.5M</u> p/o <u>25M</u> xs 7 <u>5M x</u> s .5M | 1/1/82-1/1/83<br>Mission Ins. Co.<br>M884645<br>7.5M p/o 25M xs 75M xs .5M<br>Fireman's            | Home Ins. Co.<br>HEC9903629                                                                                    | Hartford Acc. & Indemn.<br>14XS103690                                                                                                                                           | HOPEMAN BROTHERS, INC. (1981 - 1985)               |
| 90M  | Fireman's<br>XLX1373064<br>5M p/o 25M xs 75M xs .5M                                               | XLX1484989<br>5M p/o 25M xs 75M xs .5M                                                             | 1/1/83 - 1/1/84<br>15M xs 85M xs 1M                                                                            | 1/1/84 - 1/1/85<br>15M xs 85M xs 1M                                                                                                                                             | COVERAGE CHART                                     |
| 80M  | 07XN2866WCA<br>5M p/o 25M xs 75M xs .5M<br>London 820042600<br>7.5M p/o 25M xs 75M xs .5M         | Aetna<br>01XN3236WCA<br>5M p/o 25M xs 75M xs .5M<br>London 820074800<br>7.5M p/o 25M xs 75M xs .5M | Hartford Acc. & Indemn.<br>14XS102968<br>1/1/83 - 1/1/84                                                       | Atlanta Int'l         Lexington Ins. Co.           1/1/84-3/20/85         5526516           10M p/o 20M         3/20/84 - 3/20/85           xs 65M xs 1M         10M p/o 20M xs | BODILY INJURY LIABILITY                            |
| 70M  | Mutual Marine<br>MM058545<br>1/1/81 - 1/1/82                                                      | Mutual Marine<br>MM058545<br>1/1/82 - 1/1/83                                                       | 15M p/o 25M xs<br>60M xs 1M                                                                                    | 65M xs 1M<br>Western Employers Ins.<br>EX10018415085 1/1/84 - 1/1/85<br>5M p/o 20M xs 65M xs 1M                                                                                 | Privileged & Confidential                          |
|      | 2.5M p/o 25M xs 50M xs .5M                                                                        | 2.5M p/o 25M xs 50M xs .5M                                                                         | Twin City Fire Ins. Co.<br>TXS102551<br>1/1/83 - 1/1/84<br><u>5M</u> p/o <u>25M</u> xs <u>60M</u> xs <u>1M</u> | Twin City Fire Ins. Co.<br>TXS103082 12/31/84 - 1/1/85<br>5M p/o 20M xs 65M xs 1M                                                                                               |                                                    |
|      | 820042500<br>1/1/81 - 1/1/82                                                                      | 820074700<br>1/1/82 - 1/1/83                                                                       | Royal Ins. ED102163<br>1/1/83 - 1/1/84<br>5M p/o 25M xs 60M xs 1M                                              | Home Ins. Co. of III.<br>HXI1574411                                                                                                                                             | Insolvent Insurers                                 |
| 60M  | 22.5M p/o 25M xs 50M xs .5M                                                                       | 22.5M p/o 25M xs 50M xs .5M                                                                        | Atlanta Int'l Ins. Co.<br>XL05311<br>1/1/83 - 1/1/84                                                           | 1/1/84 - 1/1/85<br>17M xs 48M xs 1M                                                                                                                                             | Overlapping Policies     Chart 3 of 3 - March 2017 |
|      |                                                                                                   |                                                                                                    | 10M p/o 20M xs 40M xs 1M<br>Ambassador Ins. Co.<br>ELP001939                                                   | 17101 X5 40101 X5 1101                                                                                                                                                          |                                                    |
| 50M  | 1/1/81-1/1/82                                                                                     | 1/1/82-1/1/83                                                                                      | 1/1/83 - 1/1/84<br>10M p/o 20M xs<br>40M xs 1M                                                                 |                                                                                                                                                                                 |                                                    |
|      | Granite State Ins. Co.<br>64815113<br>4M p/o 25M xs 25M xs .5M                                    | Mission Ins. Co.<br>M884674<br>4M p/o 25M xs 25M xs .5M                                            | Atlantic Int'l Ins. Co.<br>XL5311<br>1/1/83 - 1/1/84                                                           | Fidelity & Cas. Co.<br>SRX1889605                                                                                                                                               |                                                    |
| 1014 | Transit Cas. Co.<br>SCU955788<br>9M p/o 25M xs 25M xs .5M                                         | Transit Cas. Co.<br>SCU956117<br>9M p/o 25M xs 25M xs .5M                                          | 10M p/o 20M xs<br>40M xs 1M                                                                                    | 1/1/84 - 1/1/85<br>10M xs 38M xs 1M                                                                                                                                             |                                                    |
| 10M  | Lexington Ins. Co.<br>5522141                                                                     | Lexington Ins. Co.<br>5522650                                                                      | Integrity Ins. Co.<br>XL3000782 1/1/83 - 1/1/84<br>5M p/o 10M xs 30M xs 1M                                     | Integrity Ins. Co.<br>XL500226                                                                                                                                                  |                                                    |
|      | 5M p/o 25M xs 25M xs .5M<br>First State<br>930870<br>2M p/o 25M xs 25M xs .5M                     | 5M p/o 25M x 25M xs .5M<br>First State<br>933230<br>2M p/o 25M xs 25M xs .5M                       | American Cent. Ins. Co.<br>CC007630 1/1/83 - 1/1/84<br>5M p/o 10M xs 30M xs 1M                                 | 1/1/84 - 1/1/85<br>8M xs 30M xs 1M                                                                                                                                              |                                                    |
| 30M  | INA<br>XCP143696<br>5M p/o 25M xs 25M xs .5M                                                      | INA<br>XCP144541<br>5M p/o 25M xs 25M xs .5M                                                       | Zurich American Ins. Co.<br>8129215 1/1/83 - 1/1/84<br>5M xs 25M xs 1M                                         | INA<br>XCP145717                                                                                                                                                                |                                                    |
|      | Mutual Marine<br>MM058544                                                                         | Mutual Marine<br>MM058544                                                                          | Mutual Fire, Marine & Inland<br>EL070020<br>1/1/83 - 1/1/84<br>5M xs 20M xs 1M                                 | 1/1/84 - 1/1/85<br>10M xs 20M xs 1M                                                                                                                                             |                                                    |
| 20M  | 1/1/81 - 1/1/82<br>3M p/o 15M xs 10M xs .5M<br>London 820042400                                   | 1/1/82 - 1/1/83<br>3M p/o 15M xs 10M xs .5M<br>London 820074600                                    | <sup>5M xs 20M xs 1M</sup><br>International Ins. Co                                                            | International Ins. Co.                                                                                                                                                          |                                                    |
|      | 1/1/81 - 1/1/82<br>12M p/o 15M xs                                                                 | 1/1/82 - 1/1/83<br>12M p/o 15M xs                                                                  | 5231830581<br>1/1/83 - 1/1/84                                                                                  | 5233111857<br>1/1/84 - 1/1/85                                                                                                                                                   |                                                    |
|      | 10M xs .5M                                                                                        | 10M xs .5M                                                                                         | 20M xs 1M                                                                                                      | 20M xs 1M                                                                                                                                                                       |                                                    |
| 10M  | Mutual Marine<br>MM058543<br>1/1/81-1/1/82                                                        | Mutual Marine<br>MM058543<br>1/1/82 - 1/1/83                                                       |                                                                                                                |                                                                                                                                                                                 |                                                    |
|      | 4M p/o 5M xs<br>5M xs5M                                                                           | 4M p/o 5M xs 5M<br>xs_5M                                                                           |                                                                                                                |                                                                                                                                                                                 |                                                    |
|      | London 820042300<br>1/1/81 - 1/1/82<br>1M p/o 5M xs 5M xs .5M                                     | London 820074500<br>1/1/82 - 1/1/83<br>1M p/o 5M xs 5M xs .5M                                      |                                                                                                                |                                                                                                                                                                                 |                                                    |
| 5M   | Liberty Mutual<br>LE1121010461311                                                                 | Liberty Mutual<br>LE1121010461312                                                                  |                                                                                                                |                                                                                                                                                                                 |                                                    |
|      | 1/1/81 - 1/1/82                                                                                   | 1/1/82 - 1/1/83                                                                                    |                                                                                                                |                                                                                                                                                                                 |                                                    |
| 1M   | 5M xs .5M                                                                                         | 5M xs .5M                                                                                          |                                                                                                                |                                                                                                                                                                                 |                                                    |
| IIVI |                                                                                                   |                                                                                                    | Liberty Mutual<br>LG1121010461183                                                                              | Liberty Mutual<br>LG1121010461184                                                                                                                                               |                                                    |
|      | Liberty Mutual<br>LG1121010461181<br>1/1/81 - 1/1/82<br>.5M Occ./Agg. Prod.                       | Liberty Mutual<br>LG1121010461182<br>1/1/82 - 1/1/83<br>.5M Occ./Agg. Prod.                        | 1/1/83 - 1/1/84<br>1M Occ./Agg.                                                                                | 1/1/84 - 1/1/85<br>1M Occ./Agg.                                                                                                                                                 |                                                    |
| 0    | .5M Occ./Agg. Prod.                                                                               | .5M Occ./Agg. Prod.                                                                                |                                                                                                                |                                                                                                                                                                                 |                                                    |

Hopeman Brothers, Inc. Settlements by Year Louisiana Comparison

|      | Louisiana  | All States |            |
|------|------------|------------|------------|
|      | Settlement | Settlement | LA as % of |
|      | Count      | Count      | 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       |    |               |            |  |
|------|-----------------|----|---------------|------------|--|
| Inde | Indemnity Spend |    | All States    | LA as % of |  |
|      | Total           |    | demnity Total | 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

|      |              |              | % LA of |         |
|------|--------------|--------------|---------|---------|
|      | Hopeman DEF  | LA DEF       | 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%  |         |