

64312-4

64312-6

NO. 64312-6-1

**COURT OF APPEALS, DIVISION I OF THE STATE
OF WASHINGTON**

Renata Needles, Personal Representative of the Estate of Witold
Siemieniec, Appellant,

v.

APV North America, Inc., Respondent

REPLY BRIEF OF APPELLANT

Thomas J. Owens, WSBA #23868
1001 Fourth Avenue, Suite 4400
Seattle, Washington 98154
(206) 389-1541
Counsel for Appellant Renata Needles

2010 SEP 27 PM 2:52

FILED
COURT OF APPEALS, DIVISION I
STATE OF WASHINGTON

TABLE OF CONTENTS

A. The Testimony of APV’s Corporate Representative, John Kress, Does Not Support APV’s Claim that the Mixers Did Not Have Trough Extension Covers.....	2
B. There is No Evidence Supporting APV’s Argument that Superex Insulation was Replaced During Overhaul.....	4
C. Appellant’s Claim that APV May Be Liable for Specifying Asbestos Components is Not Inconsistent With the <i>Braaten</i> Decision.....	5
D. In the <i>Braaten</i> Case, Defendant Crane is Not Analogous to APV.....	6
E. Whether APV Specified Asbestos-type Components is a Fact Question.....	7
F. APV Has Failed to Distinguish <i>Sheridan</i> and its Cited Cases.....	7

TABLE OF AUTHORITIES

Braaten v. Saberhagen Holdings, 165 Wn.2d 373, 198 P.3d 493 (2008)
..... 5, 6, 7, 8

Sheridan v. Aetna Casualty & Surety Co., 3 Wn.2d 423, 100 P.2d 1024
(1940) 7, 8

Appellant Renata Needles submits this reply brief to address certain issues raised by the Responsive Brief filed by Respondent APV North America, Inc. (APV).

A. The Testimony of APV's Corporate Representative, John Kress, Does Not Support APV's Claim that the Mixers Did Not Have Trough Extension Covers.

On pages 12-13 of its Responsive Brief, APV argues that the APV Mixers did not have trough extension covers, and that Drawing No. 83-703, which refers to asbestos "Superex" insulation contained in such covers, is for carbon mixers sold to a customer other than Alcoa's Vancouver, Washington plant. APV cites to the deposition testimony of its corporate representative, John Kress, and to two engineering drawings for carbon mixers which it attaches as Appendices 2 and 3, as evidentiary support for this argument. This argument fails, however, because (1) even setting aside the fact that John Kress lacks personal knowledge of the APV Mixers and their history, he simply does not testify in the manner that APV claims; and (2) the engineering drawings relied upon by APV are not supported by any testimony.

All of Mr. Kress's testimony which is cited by APV is attached hereto as Appendix A. Mr. Kress's testimony that is cited by APV can be summarized as follows:

- The Superex insulation, when used with carbon mixers, was internal insulation which was welded in;
- He could not find documentation showing that the APV Mixers included trough extension covers;
- Drawing No. 83-703 (which refers to Superex) was created in October 1941, several months after the APV Mixers were sold (although he concedes that he doesn't know whether trough extension covers were placed on mixers prior to that);
- Baker Perkins did not insulate its machines (externally) when they were shipped to the customer;
- The machine docket for the APV Mixers includes the original contract, some of the reports of inspections when the machines were made, documents that refer to drawings for that machine, and all of the orders for parts shipped to the customer.

Based on this testimony, APV makes the following assertions which are in whole or in part unsupported:

- That the APV Mixers did not have trough extension covers;
- Drawing No. 83-703 was for machines sold to a customer other than Alcoa's Vancouver plant;
- The drawing which is CP 564 (APV's Appendix 2) is for the mixers sold to Alcoa, and does not show trough extension covers;
- Mr. Kress testified that he had reviewed the machine docket for the APV Mixers, and could not locate any document that showed APV insulated its mixers before shipping them to Alcoa.

This last point is not only unsupported, but is confusing. When Mr. Kress testified (despite his lack of personal knowledge) that Baker Perkins did not insulate its mixers before shipping them to a customer, he clearly was referring to external insulation, not internal Superex insulation as shown in Drawing No. 83-703.

APV has failed to establish as a matter of law that the APV Mixers did not include trough extension covers or Superex insulation.

B. There is No Evidence Supporting APV's Argument that Superex Insulation was Replaced During Overhaul.

APV's argument that Mr. Siemieniec could not have been exposed to the original Superex insulation because it would have been replaced during the overhaul of the machine every 3-4 years is unsupported by the record. The testimony regarding the overhauls of the mixers was provided by the decedent's coworker Mr. Yankee, and he stated that the gaskets, packing and external insulation was replaced during overhaul, after which it was brought to the welding shop; there was no testimony regarding internal insulation being replaced.

C. Appellant's Claim that APV May Be Liable for Specifying Asbestos Components is Not Inconsistent With the *Braaten* Decision.

In the *Braaten* opinion, the Court left undecided the issue of whether a manufacturer could be liable for injuries resulting from asbestos-containing components that it specified:

In light of the facts here, we need not and do not reach the issue of whether a duty to warn might arise with respect to the danger of exposure to asbestos-containing products specified by the manufacturer to be applied to, in, or connected to their products, or required because of a peculiar, unusual, or unique design.

Braaten v. Saberhagen Holdings, et al., 165 Wn.2d 373, 397, 198 P.3d 493 (2008). Although the issue was not decided in *Braaten*, there are several other references to the issue in the opinion which imply that a manufacturer could be held liable on this basis:

The defendants did not sell or supply the replacement packing or gaskets or otherwise place them in the stream of commerce, did not specify asbestos-containing packing and gaskets for use with their valves and pumps, and other types of materials could have been used. *Id.* at 380.

With regard to defendant Buffalo Pumps, the plaintiff maintains that documents said to be copies of Buffalo Pumps' certified plans from the National Archives and Records Administration show that Buffalo Pumps specified the use of external insulation, including asbestos-containing insulation, with their pumps. However, these plans on their face are identified as being from Bath Iron Works ... *Id.* at 388.

However, there is no evidence ... that DeLaval recommended or told the navy to use insulation or asbestos-containing insulation. *Id.* at 389.

The evidence is insufficient to establish that Mr. Braaten was exposed to the asbestos-containing packing or gaskets in the products when they were originally supplied rather than replacement packing and gaskets which were not designed, manufactured, specified, or supplied by the manufacturers. The plaintiff has not established a connection between the injury and the manufacturers' products themselves, as is required. *Id.* at 396.

APV argues that, because the issue was not decided in *Braaten*, discussion of the issue in that case is merely dicta and APV is thus entitled to summary judgment. But APV's argument goes too far. Because the issue is undecided, it is up to the trial court, this Court, and ultimately the Supreme Court to determine whether respondent's claim should be recognized. The appellant believes that the references in *Braaten* quoted above indicate that the Supreme Court would likely recognize the claim if the facts supported it.

D. In the *Braaten* Case, Defendant Crane is Not Analogous to APV.

APV argues that it is no different than the defendant Crane Company in the *Braaten* case, because, APV claims, Crane "specified" asbestos parts by advertising them in its catalogue. APV is clearly wrong. The *Braaten* court stated:

With respect to Crane Company, the plaintiff points out that a Crane Company catalogue advertised asbestos packing for use with Crane valves as well as other asbestos products, including asbestos insulation. As Crane responds, however, the catalogue also lists nonasbestos-containing packing and gasket material.

Braaten, 165 Wn.2d at 395. Thus, unlike APV, the Crane catalogue did not specify asbestos-containing components because it also offered non-asbestos components.

E. Whether APV Specified Asbestos-type Components is a Fact Question.

APV argues that, because Alcoa used Garlock-brand replacement gaskets and packing, Alcoa did not follow APV's specifications and APV therefore is not liable for exposure to these products. However, as stated in appellant's brief, whether APV specified a brand of product, or a type of product, depends upon the interpretation of its documents, and is thus a fact issue.

F. APV Has Failed to Distinguish *Sheridan* and its Cited Cases.

APV makes several arguments in an effort to distinguish *Sheridan* and the cases it cites. First, APV claims that it only conducted a single inspection of the APV Mixers at Alcoa, which was related to ball bearings. As is clear from APV's own documents, however, it conducted numerous inspections of the APV Mixers; the locations of those inspections is irrelevant. Moreover, APV's ongoing, fifty-year relationship with Alcoa's

Vancouver plant was not limited to conducting inspections; its documents show that it also sold replacement parts, provided advice, and performed tests and repairs. The duty of care recognized by the Supreme Court in *Sheridan* may have been based on the defendant's inspections of the defective elevator, but the opinion makes clear that the principle based on which the duty of care was imposed pertains to any conduct, gratuitous or not, that, if not done with reasonable care, could injure another.

Imposing a duty of reasonable care on APV is not inconsistent with *Braaten*, as APV argues, because there was no ongoing relationship between any of the *Braaten* defendants and the Navy. APV states on page 27 of its brief that "at least two of the defendants in *Braaten* sold replacement parts, and *Braaten* explicitly found that no duty existed," citing 165 Wn.2d at 395. Appellant's attorney cannot find anything in the *Braaten* opinion, however, to support this claim. Regardless, none of the *Braaten* defendants had an ongoing, decades-long relationship with the Navy that was in any way analogous to APV's relationship with Alcoa's Vancouver plant.

Dated this 27th day of September, 2010.



Thomas J. Owens, WSBA #23868
Attorney for Appellant Renata Needles

CERTIFICATE OF SERVICE

I certify that on September 27, 2010, I served by regular and by electronic mail a copy of the foregoing Reply Brief of Appellant on respondent's counsel of record:

J. Michael Mattingly
Allen E. Eraut
Rizzo Mattingly Bosworth PC
411 S.W. 2nd Avenue, Suite 200
Portland, OR 97204



Thomas J. Owens

APPENDIX A

1 Q. My understanding of the history of Baker Perkins, and
2 you can correct me if I get any of this wrong, they
3 actually start -- two gentlemen out of North America
4 actually move to Britain, they both had different
5 backgrounds and they form up a company and its main
6 purpose was building ovens, mixers, things like that,
7 in the baking and confectionery industry, is that
8 right?

9 A. My understanding, yes.

10 Q. All right. They then come to the United States in the
11 early part of the 1900's and they start the Saginaw
12 plant in about 1920, is that right?

13 A. It's before that, but, okay.
14 No, there was a joint venture between
15 Baker Perkins and Werner Pfleiderer in Saginaw, and
16 then this site was built in about 19 -- I'm thinking
17 it's about 1919/1920 is when this site was started.
18 It was at another location on the river prior to that.

19 Q. And the site we're at here, the address is actually
20 1000 Hess?

21 A. Avenue.

22 Q. In Saginaw, Michigan?

23 A. Yes.

24 Q. And it has been that address since approximately
25 1919/1920?

1 specification for those mixers, correct?

2 A. It includes the original contract, some of the
3 inspection reports on the original machine when it was
4 made, and documentation that will take you to the
5 drawings for that specific machine and all of the --
6 and all of the orders that we have shipped out that
7 the customer said that we want these parts, these are
8 the parts we shipped you.

9 Q. And my understanding, and this is intentionally a
10 broad question, is that Baker Perkins would ship out
11 replacement parts, everything from pieces of metal,
12 that would constitute things like a saddle or a door,
13 to individual component parts such as a gasket,
14 correct?

15 MR. BOSWORTH: Object to form to the extent
16 it's overbroad, not limited to time and place, doesn't
17 involve the five mixers that we're talking about in
18 the Vancouver mill.

19 THE WITNESS: I can tell you what parts were
20 shipped out specifically for those five machines out
21 of these dockets. I mean I can tell you what parts
22 were specifically sent to them and when, I can tell
23 you that.

24 MR. GREEN: I appreciate that.

25 THE WITNESS: Okay.

1 A. Something like that, yes.

2 Q. Okay, great, thank you.

3 Baker Perkins branched out into other
4 industries beyond the cooking and baking industry to
5 include chemical and industrial processing, correct?

6 A. Yes, that was with Werner and Pfleiderer.

7 Q. They actually have some equipment that are involved in
8 the manufacture of rocket fuel, correct?

9 A. Yes.

10 Q. Some for the military such as making up batch mixers
11 to help make things like gunpowder and things like
12 that?

13 A. Yes.

14 Q. And one of the -- one of the mixers that was made by
15 type was a mixer made for the aluminum industry, in
16 particular a company called Alcoa, is that correct?

17 A. They sold some to Alcoa, yes.

18 Q. And the Alcoa mixers, you actually have a green folder
19 underneath your arm there that represent some of the
20 sales and engineering diagrams for mixers supplied to
21 Alcoa, correct?

22 A. It's the machine docket.

23 Q. The machine docket, that's right.

24 And the machine docket for the Alcoa
25 mixers include the diagrams, correspondence, and

1 MR. GREEN: And, I'm sorry, that's not quite
2 my question so I'm just going to move to strike. And
3 don't be offended when I say that. It's just that I
4 don't think you've quite -- perhaps you and I haven't
5 met up on the question and answer, and I'll try it
6 again, okay?

7 BY MR. GREEN:

8 Q. Historically Baker Perkins sold replacement parts for
9 their mixers which included things like gaskets?

10 A. If customers ordered it and it's in this document,
11 then we shipped it to them.

12 Q. And part of the things that Baker Perkins supplied to
13 their customers were gaskets, correct?

14 A. If they placed an order for it, yes, we supplied it.
15 It would be very specific for the machine based on the
16 docket here.

17 Q. When you and I spoke earlier this year, we had talked
18 about the actual drawings for these mixers, do you
19 remember that?

20 A. Yes.

21 Q. Did you go back and look to the actual drawings for
22 these mixers?

23 A. Yes.

24 Q. Did you find any of the diagrams for any of the
25 gaskets for these mixers?

1 Q. It's true that Baker Perkins in some of its products,
 2 it's intentionally broad until we lay some foundation,
 3 used asbestos components, correct?
 4 MR. BOSWORTH: Just state for the record an
 5 objection to the extent that it's not limited to
 6 time and place, not limited to the five machines that
 7 were used in Vancouver and, therefore, it's overbroad.
 8 MR. GREEN: Okay.
 9 THE WITNESS: Okay. In that time and space,
 10 okay, asbestos was utilized.
 11 BY MR. GREEN:
 12 Q. Would you be able to tell me a -- go ahead, take a
 13 drink, I'll do the same, I'll join you.
 14 And you know you're not trapped here.
 15 If you need to take a break or talk to your attorneys,
 16 you're more than welcome to, you understand that,
 17 right?
 18 A. Okay.
 19 Q. My one thing is, if we're kind of mid question or I've
 20 got a question out, if you could answer it before you
 21 take a break, I'd appreciate it, all right?
 22 A. (Witness nodding head).
 23 Q. I'm going to try and move it along and not spend as
 24 much time as we did last time, all right?
 25 A. Appreciate it.

1 Q. No problem. You have better things to do, I know.
 2 Okay, let me ask you this: would you be
 3 able to list off for me some of the different places
 4 on Baker Perkins' machinery where asbestos was
 5 utilized historically?
 6 MR. BOSWORTH: Object to form. That's not
 7 limited to the five machines used in Vancouver. It's
 8 vague as to time and place, it's overbroad. Go ahead.
 9 THE WITNESS: Oh. I know that when you read
 10 the literature, asbestos was used on a lot of packing
 11 and gasket material, okay, especially during that era.
 12 It was also used for building, fireproofing, and
 13 things of that nature.
 14 BY MR. GREEN:
 15 Q. So you're combining Baker Perkins used it in some of
 16 its machinery, also used it in the manufacture, that
 17 is, for the piping and things like that here at the
 18 Baker Perkins plant?
 19 A. Yes.
 20 Q. Do you have an understanding that in some of the
 21 Baker Perkins machinery in that era, the 1940's,
 22 asbestos insulation was used?
 23 MR. BOSWORTH: Object to the form of the
 24 question to the extent that it doesn't apply to the
 25 five machines that were delivered to the Vancouver

1 site, vague as to time and place, and it's overbroad.
 2 Go ahead.
 3 THE WITNESS: I know that insulation was put
 4 on our machines in the field; and when people would
 5 hook piping up to those machines, they would probably
 6 insulate the piping. But that was not -- on these
 7 mixers, I cannot find any documentation that says we
 8 insulated these machines before they left here.
 9 BY MR. GREEN:
 10 Q. In your terminology, are you saying insulate only to
 11 the extent of external insulation on the outside of a
 12 vessel?
 13 A. Yes.
 14 Q. If there's insulation that's encased in metal, do you
 15 consider that to be insulation?
 16 A. It would be insulation, yes.
 17 Q. The scenario I just proposed to you where there's
 18 insulation between pieces of metal --
 19 A. Yes
 20 Q. -- that then goes around a vessel, --
 21 A. Yes.
 22 Q. -- do you have an understanding that Baker Perkins
 23 historically used asbestos in that application?
 24 MR. BOSWORTH: Object to the form. I think
 25 you talked about --

1 MR. GREEN: Wait a minute, form.
 2 MR. BOSWORTH: Object to the form.
 3 MR. GREEN: I really just want to move this
 4 along.
 5 MR. BOSWORTH: No, no, go ahead, go ahead.
 6 But object to the form because I think that you
 7 putting those two questions together might mislead the
 8 witness.
 9 THE WITNESS: I do know that we supplied
 10 covers, not for these machines, that did have this
 11 Bondex, was that -- am I saying that, Super -- I'm
 12 sorry, I'm trying to go --
 13 When I went to the website and found
 14 out what that material, Superex, was encapsulated in
 15 there and then I went, found out it was asbestos, so
 16 they were put on the covers.
 17 May I throw something out, though? I
 18 know these machines didn't have that.
 19 MR. GREEN: Okay, we'll get to that. I've
 20 move to strike as nonresponsive.
 21 THE WITNESS: What? Okay.
 22 MR. GREEN: Okay. I promise. And if I
 23 don't get it, he will, because he has a chance to ask
 24 you questions as well. You understand?
 25 THE WITNESS: Okay.

1 Point Comfort, Texas.
 2 MR. GREEN: Let's -- let's just go off the
 3 record real quick here so I can look through here.
 4 VIDEOGRAPHER: We are now off the record.
 5 The time is 12:33 and 37 seconds p.m.
 6 ---
 7 A brief recess was taken from 12:33 to 12:43.
 8 ---
 9 VIDEOGRAPHER: We are now back on the
 10 record. Time is 12:43 and 9 seconds p.m.
 11 BY MR. GREEN:
 12 Q. I wanted to ask you some questions about what's Bate
 13 stamped as BP 51, and you've got that in front of you.
 14 The top it talks about all three
 15 sections of guard are insulated, did I read that
 16 correctly?
 17 A. I can pick out all three sections of, and I don't --
 18 I can't make out my copy. And then that word does
 19 look insulated.
 20 Q. Okay. This document here, is this a repair order or
 21 part of the initial contract?
 22 A. This would be part of the initial contract.
 23 MR. BOSWORTH: And --
 24 BY MR. GREEN:
 25 Q. And the page that would appear ahead of this, do you

1 docket for the five machines at issue in this case.
 2 BY MR. GREEN:
 3 Q. You're saying the five machines -- let me start over.
 4 So can you tell was this the first
 5 machine built for Alcoa by Baker Perkins?
 6 A. This one would not be the first because its ship date
 7 was after the first two went out, --
 8 Q. Okay.
 9 A. -- the first five.
 10 Q. So what are they talking about being -- sorry, here's
 11 your copy back, about being insulated on this
 12 document?
 13 A. If you go to the previous page, BP 050, it says, cover
 14 is fabricated from steel plate and is a three piece
 15 construction with the two sections equipped with
 16 manholes or inspection covers. Center section is
 17 equipped with an opening for charging which will be
 18 connected to the charging shoot furnished by and
 19 mounted by, and I don't know what that word is when we
 20 go back over to 51. All three sections to be
 21 insulated.
 22 Q. Do you understand that to be insulated by
 23 Baker Perkins or by the customer?
 24 A. That is insulated by Baker Perkins.
 25 Q. Do we know what that insulation would consist of?

1 know what page that would be?
 2 That is, if this is a contract, the
 3 page that would appear right before this page, do you
 4 know which one that would be, what page in the file?
 5 You got it?
 6 A. 050.
 7 Q. Well, sometimes they were out of order.
 8 MR. BOSWORTH: For the record, Bate
 9 stamped -- Bate stamp numbers 40 through 51 appears to
 10 be a complete document, pages 1 through 12, and you've
 11 been asking questions about Bate stamp number 51,
 12 which is page 12 of a 12 page document involving two
 13 machines, number 41976 and 41978, that's what the
 14 record states.
 15 MR. GREEN: May I see those?
 16 MR. BOSWORTH: And for the record, those are
 17 not the machines that were delivered to the Alcoa mill
 18 in Vancouver, Washington, they were machines delivered
 19 down in Texas. Correct, witness?
 20 THE WITNESS: Yes, that is correct.
 21 BY MR. GREEN:
 22 Q. Did you bring the Texas file, the original?
 23 A. No, I did not. I didn't know that this was a Texas
 24 file until we started reviewing it.
 25 MR. BOSWORTH: The witness has the machine

1 A. Yes, we do. You have already talked about this
 2 earlier today. Underneath your right arm is the cover
 3 with the insulation that you're talking about.
 4 Q. Okay.
 5 A. Which is fully encapsulated, top and bottom, and
 6 welded in.
 7 Q. And what we have is a drawing 83 dash 703, that's what
 8 you're referring to, Bate stamped as 280?
 9 A. Yes.
 10 Q. Does it say on here that this is for a particular
 11 machine?
 12 A. No, it does not.
 13 Q. This is part of the standard diagram?
 14 MR. BOSWORTH: Object to form.
 15 THE WITNESS: If I may, okay?
 16 The machines that we're talking about
 17 were shipped out in April -- I mean in '40 and early
 18 '41, okay? The drawing that you have, which is Bate
 19 stamp 20 -- or 280, okay, was actually created in
 20 October of '41, which is after these machines were
 21 shipped.
 22 BY MR. GREEN:
 23 Q. Do you have a blown-up version of this document,
 24 bigger to read it, or is yours eight and a half by 11?
 25 A. Mine's eight and a half by 11.

1 MR. BOSWORTH: Can you not read the date at
2 the bottom?

3 MR. GREEN: Well, I can see some dates. I
4 can see a '41, but I can't see the numbers ahead of
5 it. And I can't read --

6 MR. BOSWORTH: Do you want to look at my
7 copy?

8 MR. GREEN: No, that's not much better.

9 MR. BOSWORTH: This is what you faxed me,
10 you sent me an e-mail. You actually blew up your
11 copy.

12 MR. GREEN: Yeah, just that one.

13 MR. BOSWORTH: You don't have it. But, I
14 mean, I'm sure if you had these numbers below here,
15 you'd be able to read it better.

16 BY MR. GREEN:

17 Q. So are you saying that the first time that this
18 drawing, 83 dash 703, came into existence was in
19 October of '41?

20 A. That is correct.

21 Q. This piece on the machinery was in existence prior to
22 that on other mixers, though, correct?

23 A. I don't know that.

24 Q. Do you know if this drawing preceded another drawing
25 for the same piece of equipment?

1 specification, and then the right one is required.

2 Q. And this is a drawing made by Baker Perkins specifying
3 the dimensions of each of the individual parts, right?

4 A. Yes.

5 Q. And it's a specification on the material of each of
6 the different parts, right?

7 A. Yes.

8 Q. And where it says, fill panels with Superex insulation
9 before welding bottom on, and there's arrows pointing
10 to the detail A, correct?

11 A. Uh-huh.

12 Q. Sorry, that's a yes?

13 A. Yes, it is.

14 Q. And then you've got an arrow going to the bottom of
15 that notation showing where the Superex insulation was
16 to be applied between the pieces of metal?

17 A. Yes. But this didn't exist when these five machines
18 were being made.

19 Q. Well, was a piece like this supplied with the Alcoa
20 mixers?

21 A. I cannot find documentation saying that there were any
22 extensions or covers on the five machines that were
23 supplied.

24 Q. Is that what you'd call this, a cover?

25 A. That's what they called it, yes. It says extensions

1 A. I do not see a reference in the reference column
2 saying that it was, you know, referencing anything
3 previous to this design.

4 Q. So beginning in October of '41, Baker Perkins started
5 to issue this specification?

6 MR. BOSWORTH: Object to form. It's not
7 a spec -- object to the form of the word specification
8 is vague as you used it.

9 You mean the drawing?

10 MR. GREEN: Well, it says specification here
11 on the document.

12 MR. BOSWORTH: All right. Well, there's a
13 difference between a drawing and then what was
14 specified that had to be used.

15 MR. GREEN: You're now beyond an objection.

16 THE WITNESS: Where does it say

17 specification?

18 MR. GREEN: Right above 83 dash 703.

19 THE WITNESS: Oh, you're talking about the
20 specification for the material that went in to
21 fabricate this part?

22 BY MR. GREEN:

23 Q. What does it say there?

24 A. The left-hand side says -- the first one is the item
25 number, the next one's material, the next one's

1 and covers for size 22 DRM dash 2 mixer.

2 MR. GREEN: The Texas file is not here
3 today, right?

4 MR. BOSWORTH: No.

5 MR. GREEN: The original is not even at this
6 facility anymore?

7 MR. BOSWORTH: All I ever got was the Bate
8 stamp copy that you have, that's all I have.

9 MR. GREEN: Okay.

10 BY MR. GREEN:

11 Q. Is the original for 83 dash 703 in existence, is it
12 here?

13 A. The drawing?

14 Q. Yeah.

15 A. I don't know, I pulled this up on our network.

16 Q. Oh, you pulled --

17 A. It's a scanned image.

18 Q. And it's about as big as this is, to read?

19 A. I can enlarge it. Would you like me to --

20 MR. BOSWORTH: Don't ask any questions.

21 BY MR. GREEN:

22 Q. So the basis for your understanding that the mixers to
23 Alcoa didn't contain this drawing is the date on the
24 drawing and there's no reference to this number in the
25 Vancouver file?