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identify what you're marking as defense exhibits?

MR. POND: I do. Thank you very much.

This is Frank Pond, and I am here today as counsel for Genuine Parts Company and the witness, the person most knowledgeable witness for Genuine Parts Company, Paul Le Cour. I am joined here by Genuine Parts Company's counsel, Pat Riley, outside counsel, and we would like to mark for the record the following exhibits: As Defense A, it will be Genuine Parts Company's objections to the notice of deposition in the Raff case.

Defense B is the Genuine Parts Company's objections to the plaintiffs' notice in the Bradford case.

Defense C is Genuine Parts Company's objections in the Campos case, which we know is not proceeding here today but the objections make sense only that they're all included in that the letters and correspondence dealt with all three cases.

Defense D is a lengthy January 31 letter. I believe yesterday we figured out it was about five pages in length but with multiple attachments, and that is D.

And then, lastly, Exhibit E is various correspondence from and to plaintiffs' counsel's office and our office about the depositions.

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I would like to attach those at this time.

And I think that's all that I had to say preliminarily today.

(Defendants' Exhibits A-E were marked for identification by the certified shorthand reporter.)

MR. JACKSON: Anything else for the record before we swear in the witness and get started for the deposition?

MR. CHIN: This is Steve Chin. I just want to make a record that I do object to this deposition on the grounds there is insufficient notice, Code of Civil Procedure section 2025.270 requires ten days' notice for a deposition, and I believe this deposition notice was faxed on February 13. That does not meet the ten-day notice requirement. I'd just like to reserve my right to object to the use of this deposition transcript for any and all purposes including trial and any and all motions based on insufficient notice. Thank you.

MR. POND: And, Counsel, now that the record

has been made, from here forward do we have a stipulation that an objection by one defendant counts for all?

MR. JACKSON: Yes. For all present unless someone opts out in one of those objections. Same with any motions to strike or reservations of rights.

MR. POND: Appreciate that, Counsel.

MR. JACKSON: Without further ado, we'll get you sworn in.

PAUL LOUIS LE COUR,  
having declared under penalty of perjury to tell the truth, was examined and testified as follows:

#### EXAMINATION

BY MR. JACKSON:

Q Good morning, Mr. Le Cour. I'm going to get the hardest question out of the way first, your age. How old are you?

A 64.

Q You don't look 64, sir. I feel 64 today if that makes you feel better.

Where do you currently live?

A Atlanta, Georgia.

Q How are you currently employed?

A By the Genuine Parts Company.

Q What is your current position with Genuine Parts?

A I am operations senior technical advisor.

Q How long have you held that position?

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A Five years.

Q And how long have you been with Genuine Parts Company in total?

A I'm on my 37th year.

Q Are you presently employed by anyone else aside from Genuine Parts Company?

A No.

Q Okay. Just a bit of background on you. It won't take long, but can you just summarize for me your educational background?

A High school, East Jefferson High School. College -- attended college at USL in Lafayette, Louisiana. And then I had numerous other courses that I took in the field that I am in now, which is the mechanical and electrical field.

Q Okay. Did you obtain a degree from USL in Lafayette?

A No, I did not.

Q Do you have any other formal education after college?

A No.

Q And the education or training that applies to your particular line of work or field -- could you kind of just give me a --

A Where I came from?

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Q Yes. What type of training that you've had that apply to your particular occupation.

A Well, I grew up in the business that we're in, which is the remanufacturing business. We did clutches, water pumps, power brake boosters. At that time it was generators and alternators were coming in, starters, industrial brake bands.

Q Okay. I guess what I'm asking for is any types of courses or training programs that you've attended that kind of make up your education. Anything else that you missed?

A Yeah. I took courses from General Motors on brakes and the electrical system also from Ford. I've attended classes at the vo. tech. school, night courses. All dealing in automotive apparatuses, and that's it.

Q Has the subject of asbestos or use of asbestos in friction materials been covered in any of those training courses?

A No.

Q All right. And you said you've been with Genuine Parts Company for 37 years. Could you just briefly summarize your professional career before you went to work for Genuine Parts Company?

A I was in a -- excuse me, a family-owned business doing the same thing that I'm doing today,

remanufacturing of parts. Went into the army, served my time in the army. When I came out, I got a job with Rayloc because I had done business with the local in New Orleans; so they knew who I was and I wanted a job and that's it. I started to work for them right out of the army.

Q And what year did you start -- did you first work for Genuine Parts Company?

A 1971.

Q And at that time what was your position with the company?

A I was a district sales manager.

Q Where did you work as a district sales manager?

A Worked out of the New Orleans distribution center.

Q Was that a distribution center that is part of the NAPA system?

A Well, when you say "system," what do you mean by "system"?

Q Was it -- well, was it a NAPA distribution center?

A It was a Genuine Parts Company distribution center, but with the umbrella of NAPA-labeled products.

Q All right. And how long did you hold that position, the district sales position?

A Five years.

Q What was your next position with Genuine Parts?

A Then I came in and started the engineering department in Atlanta in 1976. Also was responsible for the cataloging and application of the product.

Q And when you say "cataloging and application" of what product?

A All products that we remanufactured.

Q So all Rayloc remanufactured products?

A Yes.

Q Okay. And what do you mean when you say "cataloging and application"? What does that entail?

A We would purchase the late-model alternator, starter, disc brakes. We would look at it -- let's say it was a 1980 application. We would see if the '79 application could be carried forward or did we have to create a new part number so that it would fit that application properly and make a determination do we need to modify it to make it work, and then if that was too expensive, then we just came out with a new part number.

Q And you said you were -- in 1976 you were in the engineering department. Did you have a particular job title when you went to work for the engineering

department?

A Yes. I've had several of those, but I was

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division director of engineering.

Q And how long did you hold that particular position?

A From '76 till 1993 -- '92, '93.

Q Now, was this position that you held with the engineering department -- was that still in New Orleans?

A No. I had moved to Atlanta in '76.

Q All right. What was your next position after you held the title of the division director of engineering?

A I was plant production manager of the Atlanta facility.

Q And that would be roughly '92 or '93?

A Yes, in that time frame.

MR. LEWI: I'm sorry, could I have that repeated, the title, please.

MR. RILEY: Plant production manager of the Atlanta facility.

BY MR. JACKSON:

Q When you say "Atlanta facility," what type of facility in particular?



A It was a remanufacturing facility.

Q For the Rayloc product line?

A Yes. Only.

Q And you took that position roughly in '92 or

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'93. How long did you have the position of plant  
production manager of the Atlanta facility?

A Up until about '90 -- '94, '95.

Q And what was your position at that time?

A After that?

Q Yes, after '94, '95.

A New product development and research.

Q Was this still with the Atlanta facility?

A Yes, it was.

Q And what was -- explain to me what you did in  
that position, the new product development and research  
position?

A We would look at products that we were not  
currently remanufacturing or seeing if it would be  
beneficial and could you make a profit. That was  
basically bringing in new lines when other lines were

dwindling because of age and they no longer do it that way. So I made that determination.

Q So it's really to develop a plan to determine if there is other products that could be remanufactured under the Rayloc name?

A Yes.

Q And how long did you hold that position, the new product development and research position?

A Until about 1996.

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Q And then how did your position change in '96?

A Then I became division director of quality assurance.

Q And was that at the Atlanta facility still?

A Well, actually, it was the Atlanta facility, but it also encompassed all the other facilities even going back to the engineering.

Q Okay. And other facilities being other facilities where the Rayloc product line manufacturing was occurring?

A Yes.

Q How many other facilities were there aside from Atlanta at least at that time?

A Depends on the time frame you're speaking of.

That time.

Q At the time you became division director of quality assurance.

A Okay. Five.

Q One being the Atlanta --

A No, Atlanta was shut down.

Q Oh, Atlanta was shut down?

A Uh-huh.

Q Would you be able to give me the locations of the five?

A Yes.

Q Go ahead.

A Payson, Utah.

Q Okay.

A Memphis, Tennessee; Morganfield, Kentucky; Hancock, Maryland.

Q That's four. I was waiting for one more.  
Payson, Utah; Memphis, Tennessee; Morganfield, Kentucky --

MR. RILEY: Stephenville.

THE WITNESS: Stephenville, Texas.

BY MR. JACKSON:

Q That's the only reason why I was waiting. I was counting to five.

Now, explain to me -- you're division director

of quality "insurance." Did you supervise all those facilities?

A Yeah, I had people at each plant, and our responsibility was to make sure whatever engineering set for the process, that we were actually doing that process. So I would do my visits to the plants. And of course any new training or schooling necessary -- I would do the training at those facilities. Either for the production people, or in some cases we had to add new quality assurance associates, and I did that training.

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Q What type of training?

A Processing. Understanding the functions of the system itself so that you know -- you're just not putting parts together and take -- taking them apart and putting them together. You have to know how it works in the system. Letting them be aware of what their product is actually used for in the end, for the end user, so they take pride in what they're doing.

Q So the training is just generally to have employees understand the remanufacturing process?

A That is it.

MR. CHIN: Just for clarification, is this

assurance or insurance?

THE WITNESS: No. Assurance. Quality assurance.

MR. CHIN: Previously you said "insurance"?

MR. RILEY: No, he said assurance.

MR. CHIN: I think counsel did.

MR. JACKSON: Well, I had "assurance" written down. But in any event, I'm moving to the next position.

Q So how long did you hold the title of division director of quality assurance? And you mentioned, just to get your time frames oriented, that that started probably around 1996.

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A Well, okay. Have to back it up then.

Q Sure.

A That would have been around 1994. I would have done the quality assurance -- division director of quality assurance.

Q Okay. And that's your best estimate in terms of time frame?

A That's my best estimate in time frames.

Q To be fair to you, I want to make sure you understand that if you aren't able to be precise with anything, particularly years and dates, and you're just giving me your estimate, that's fine. Just let me know that that is an estimate.

A Okay.

Q In other words, that is your estimate that this position of division director of quality assurance started roughly around 1994?

A Yes.

Q How long did you have that title?

A Until 1996.

Q I see. Okay. And then what happened in 1996?

A Then I became senior operations -- excuse me, operations senior technical advisor for the division, which now encompassed our tech service people, training them, as well as our engineering people and also the  
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quality people.

Q All right. This is again a management position for the entire Rayloc division?

A Yes.

Q And that would encompass all of the Rayloc

facilities?

A Yes.

Q Okay. So now instead of dealing with quality assurance, at least in title, it is now senior technical advisor?

A That is correct.

Q What is the difference in terms of responsibility for you at this point?

A Money.

Q That's a good difference. A promotion of sorts; right?

A That's right.

Q But in terms of, you know, the technical advisor aspect of your job, what did that entail?

A Well, again, I got more heavily involved in the sales department as well on cases where we have made multiple warranty issues, and I was called in to do the analysis to make sure that, okay, we're doing it right, or are we not doing it correctly and that's why we're having premature failures? So that's really the extra that I was doing with that position title.

Other than that, we still had a quality assurance director, but I actually trained the quality assurance director.

Q Okay. So the relationship there is if the

quality of the product isn't up to par, it may have a negative impact on the sales of the product?

A Yes.

Q Okay. So as technical advisor, you're focusing on making sure the quality is there so that you're selling a good product and it can be competitive?

A Yes.

Q Generally speaking?

A Generally speaking.

Q All right. So how long did you maintain this position as -- I have senior technical advisor for the Rayloc division.

A Currently today.

Q That's your current position?

A Uh-huh.

Q All right. Have you held any other positions with Genuine Parts Company?

A No.

Q Okay. And since you went to work for Genuine Parts Company over these 37 years, have you ever left

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the company and had another employer?

A No.

Q So your 37 years with Genuine Parts Company has



been continuous employment?

A Yes.

Q Okay. I'm going to ask you a little bit about the company in just a moment. A few more background questions about yourself. You understand you're under oath today as a corporate witness for Genuine Parts Company; correct?

A Yes.

Q Have you ever testified at trial in that capacity?

A No.

Q And approximately how many times have you had to give a deposition in the capacity of a corporate witness for Genuine Parts Company?

MR. POND: Objection. Overbroad, vague and ambiguous. Are you limiting it to asbestos or are you talking about at large?

MR. JACKSON: I'm only interested in asbestos, and if he gives me a number, that would be my next question, but I'm okay to limit it now, Mr. Pond.

MR. POND: As I don't know the answer, I probably should not have butt in. But, please, go  
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ahead.

MR. JACKSON: No, no. It's fine.

Q If it's easier for you, what I'm interested to know is if you've ever given sworn testimony as a corporate witness for Genuine Parts Company where there was an asbestos lawsuit involved?

A Four times.

Q And can you tell me the last occasion you had the pleasure of giving a deposition like this?

A Atlanta, Georgia.

Q And how long ago was that?

A I don't recall.

Q Is it a number of months? A number of years?

A Years.

MR. RILEY: 2006.

THE WITNESS: Okay, two years.

BY MR. JACKSON:

Q All right. So then just limiting it to asbestos-related matters or lawsuits, that was the last time you've given any kind of sworn testimony; is that correct?

A No.

Q For an asbestos-related lawsuit?

A Oh, yes.

Q That's what I'm limiting it to.

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A Oh, yes. Yes.

Q Okay. In terms of the deposition that you've been asked to attend today, have you spoken to anyone about the deposition aside from counsel, from your counsel?

A No.

Q Did you review any materials or documents in preparation for your deposition today?

A Yes.

Q Okay. Could you kind of give me a general overview of what you did to prepare for your deposition? And, again, aside from conversations with counsel.

A Read my old depositions.

Q Okay. All right. I take it you didn't read any deposition testimony or other information about my clients either Michael Bradford or Richard Raff, or did you?

A I don't recall.

Q Do you have any understanding of the claims that either Michael Bradford has regarding Genuine Parts Company or Richard Raff has regarding Genuine Parts

Company?

A Related to health, mesothelioma.

Q I'll be more specific. What I mean is, for instance, do you have any idea of where Mr. Bradford purchased any automotive parts?

A No.

Q Or where Richard Raff may have purchased any automotive parts?

A No.

Q Okay. The first subject with Genuine Parts Company I want to go into is obviously the remanufacturing process to some extent. Do you consider Genuine Parts Company to be a manufacturer of automotive parts?

A No.

MR. POND: Objection. Calls for a legal conclusion.

Go ahead.

THE WITNESS: No.

BY MR. JACKSON:

Q Okay. The word that you use would be a remanufacturer of automotive parts?

A Yes.

Q Is that correct?

A Yes.

Q How long has Genuine Parts Company been a remanufacturer of automotive parts?

A Well, if you want to take day one, they called it rebuilding, not remanufacturing. It's really one and  
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the same, but that started back in the thirties.

Q How long have they been a remanufacturer remanufacturing parts under the Rayloc name or the Rayloc division?

MR. CHIN: Beyond the scope.

THE WITNESS: 1965.

BY MR. JACKSON:

Q Okay. And I'll ask you about Rayloc in just a minute. But prior to 1965, the remanufacturing process that Genuine Parts did for auto parts -- what brand name did those remanufactured parts carry, if any?

MR. CHIN: Lacks foundation, calls for speculation, overbroad, vague.

MR. POND: I'll join as to "brand name."

Go ahead.

THE WITNESS: Cherokee.

BY MR. JACKSON:

Q Okay. And one of the things I'm getting at so we can talk about Rayloc is before 1965, did Genuine

Parts Company remanufacture parts and use the Rayloc name or brand or logo?

MR. POND: Objection. Overbroad, vague and ambiguous as to geographic location and time.

Go ahead.

THE WITNESS: Prior to that they would have --

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yes, they would have had the name Rayloc in conjunction with Cherokee.

BY MR. JACKSON:

Q Okay. So they were using the Rayloc name at least prior to 1965, but in 1965 the Rayloc division was created? Is that the correct time line?

A Well, in '65 they were already a division before that. But the name Cherokee was Genuine Parts Company's brand of engines that were being remanufactured, water pumps, all that. But then they brought in the name Rayloc in '65, and it took the place of Cherokee, but it was a transitional period.

Q At what point did the Cherokee name altogether

cease to be used in any way by G.P.C.?

A It would be in the early sixties.

Q Prior to 1965 did Genuine Parts Company remanufacture parts under any other brand name -- under the use of any other brand name or logo aside from Cherokee or Rayloc?

MR. CHIN: Lacks foundation, calls for speculation, overbroad.

THE WITNESS: No.

BY MR. JACKSON:

Q And then since 1965, I take it Cherokee has no longer been used from your prior answer?

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A Yes.

Q Has any other brand name been used in an association with the remanufacture of the Rayloc product line since 1965?

MR. CHIN: Lacks foundation, calls for speculation, overbroad, beyond the scope.

THE WITNESS: Would you repeat the question, please.

BY MR. JACKSON:

Q Since 1965 when Genuine Parts Company was selling remanufactured auto parts using the Rayloc name after 1965, did they use any other brand name or logo in

association with their remanufactured products?

MR. CHIN: Same objections.

THE WITNESS: No.

MR. JACKSON: If you want to explain further  
I'm more than okay with that.

MR. RILEY: I think he can explain.

BY MR. JACKSON:

Q Yeah. Go ahead.

A Because I took it back in that era, but going  
from that time up to the present day, yes, we've had  
some other names.

Q What are those other names?

A It would have been Stopper, it would have been  
NAPA United, it would have been True Stop, and that's  
all I can recall.

Q All right.

MR. CHIN: I'm sorry, can I get the names read  
back.

(Record read.)

BY MR. JACKSON:

Q I may be able to shortcut this because I'm  
going to eventually start focusing more on brakes, but  
did Rayloc ever manufacture and sell brakes or brake  
parts under the name Stopper?



MR. CHIN: Lacks foundation, calls for speculation, overbroad, vague.

MR. POND: Go ahead.

THE WITNESS: Brake shoes only and disc pads.

BY MR. JACKSON:

Q So of the Stopper line, would be for disc brake systems?

A Not systems, just the friction only.

Q When did that Stopper line begin or the use of the name Stopper begin?

MR. CHIN: Lacks foundation. Also calls for speculation.

THE WITNESS: That name actually came to be even before we were remanufacturing the brake shoes.

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That came from Abex, American Brake Blok.

BY MR. JACKSON:

Q Would this have been a name that was used in conjunction with remanufacturing of parts prior to 1965? Would it go that far back?

MR. CHIN: Lacks foundation, calls for speculation, overbroad.

MR. POND: Go ahead.

THE WITNESS: Yes.

BY MR. JACKSON:

Q And then again could you tell me when that first -- that name first was used in conjunction with the sale of the remanufactured parts by G.P.C.?

MR. CHIN: Same objections.

MR. POND: Go ahead.

THE WITNESS: I do not know because it was in place when I started working for the company.

BY MR. JACKSON:

Q Okay. Fair enough. Is it still a name that is used for the sale of any of the remanufactured Rayloc parts or G.P.C. parts?

A No.

MR. CHIN: Lacks foundation, calls for speculation, overbroad. Beyond the scope of this witness's knowledge.

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BY MR. JACKSON:

Q And can you tell me when that name was no longer used at all in terms of the sale of remanufactured parts?

MR. CHIN: Same objections.

THE WITNESS: Mid-seventies.

BY MR. JACKSON:

Q Okay. The name NAPA United -- did Genuine Parts Company ever manufacture any brake products using the name NAPA United?

MR. CHIN: Lacks foundation, calls for speculation, overbroad.

THE WITNESS: Brake shoes? With friction on it?

BY MR. JACKSON:

Q Yes.

A Yes, we did. Yes.

Q And what would those particular brake products be?

A Brake shoes.

Q Brake shoes?

A Disc pads.

Q Disc pads. And could you give me the time frame of when that occurred?

MR. CHIN: Same objections.

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THE WITNESS: Back it up and give me the question again.

BY MR. JACKSON:

Q The time frame of when Genuine Parts Company sold remanufactured brake parts using the name NAPA United.

MR. CHIN: Same objections.

THE WITNESS: In the mid-eighties.

BY MR. JACKSON:

Q That's when it started?

A NAPA United, yes.

Q And is it currently still used?

MR. CHIN: Same objections.

THE WITNESS: Yes.

BY MR. JACKSON:

Q True Stop. Did Genuine Parts Company ever sell remanufactured brake products using the name True Stop?

MR. CHIN: Calls for speculation, lacks foundation, overbroad, vague, beyond the scope.

THE WITNESS: Yes.

BY MR. JACKSON:

Q And from when to when, if you can give me your best estimate on that?

A Up until the early eighties.

Q Okay. That's when it was last used?

A Yes.

Q When did it start, if you know?

MR. CHIN: Same objections.

THE WITNESS: Early to mid -- early to mid-seventies.

BY MR. JACKSON:

Q Okay. The Stopper name was a name that was used in conjunction with brake parts that were remanufactured using Abex brakes; is that correct?

MR. CHIN: Lacks foundation. Beyond the scope of this witness's knowledge. Also calls for speculation, overbroad, vague.

THE WITNESS: Yes. The dog was named Stopper, and it came from Abex. It had a little dog and his name was Stopper.

BY MR. JACKSON:

Q And the NAPA United name -- was that used in conjunction with the remanufacture of a particular supplier or manufacturer's brakes?

MR. CHIN: Lacks foundation, calls for speculation, overbroad.

THE WITNESS: It was several suppliers.

BY MR. JACKSON:

Q And who are the suppliers using that name, NAPA United?

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MR. CHIN: Same objections.

THE WITNESS: It would be Abex, American Brake Blok. It would have been Brake Parts, Inc., which is Raybestos -- actually Echlin at the time is the one that owned them, but they called it Brake Parts, Inc. They were the ones we bought the friction from.

BY MR. JACKSON:

Q Any others? Just for NAPA United.

MR. CHIN: Same objections.

THE WITNESS: Thiokol.

MR. CHIN: I'm sorry, what was that?

THE WITNESS: Thiokol.

Hemisphere, Certified Brake. That's all I can recall.

BY MR. JACKSON:

Q Okay. And then finally for True Stop, did the True Stop line -- was that used in conjunction with particular -- with the remanufacture of particular manufacturers or suppliers' brakes?

A Yes.

MR. CHIN: Lacks foundation, calls for speculation, overbroad, vague. Beyond the scope of this witness's knowledge.

BY MR. JACKSON:

Q And who are those manufacturers or suppliers?

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A Abex is the only one.

Q Okay. In terms of brakes, did Genuine Parts Company remanufacture and sell brake parts using the Rayloc name?

MR. CHIN: Lacks foundation.

THE WITNESS: Yes.

BY MR. JACKSON:

Q And just so I understand how this works, would the Rayloc name be used in conjunction with another brand like Stopper or True Stop or NAPA United? In other words, would it be sold as Rayloc True Stop or are these alternative brand names?

MR. CHIN: Lacks foundation.

MR. POND: Or both.

BY MR. JACKSON:

Q Or both, yeah.

MR. CHIN: Hang on. Objection. Lacks foundation, calls for speculation, overbroad, beyond the scope of this witness's knowledge.

THE WITNESS: All except NAPA United. Rayloc's

name did not appear on that package.

BY MR. JACKSON:

Q Okay. All right. So just to kind of understand in terms of the time frame, if someone went in and bought any brake part under the name Stopper, Page 39

there would not be a Rayloc name or logo for that particular part?

A Yes.

MR. CHIN: Same objections.

MR. JACKSON: I got it the actual exact other way around.

MR. RILEY: Yes.

BY MR. JACKSON:

Q So any brake part under the name NAPA United would not have the name Rayloc, the name or the logo associated with that brake part, for a customer who went and bought the part; correct?

A Yes.

MR. CHIN: Same objections.

BY MR. JACKSON:

Q The other lines, meaning the Stopper or the True Stop, would actually have the Rayloc name or logo at least in some way associated with that end part?



MR. CHIN: Lacks foundation, calls for speculation, overbroad, also leading.

THE WITNESS: Yes. And also American Brake Blok on our B series and RS series brake.

MR. CHIN: Move to strike.

BY MR. JACKSON:

Q What was the second series?

A No, there is a first.

Q But the B series and the second one you mentioned?

A Yeah. RS. Those had Rayloc and had American Brake Blok on it.

Q Okay. What type of brake parts were sold under that B series?

MR. CHIN: Same objections.

THE WITNESS: What type?

BY MR. JACKSON:

Q When you say "B series brake parts," what are those?

A Okay. B stands for bonded brake shoe, and it was called professional quality, and then it had American Brake Blok.

Q Okay. And this is -- in other words, it has the Rayloc name, but it's not part of the Stopper or the True Stop brand. It's just the Rayloc B series, and

that would also have the American Brake Blok name on it?

A Yes.

MR. CHIN: Same objections.

BY MR. JACKSON:

Q What is the RS series?

A Riveted brake shoe.

MR. CHIN: Same objections. Will you stipulate

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to running objections on these?

MR. JACKSON: Sure, Counsel.

MR. CHIN: Okay.

MR. POND: I've stipulated.

BY MR. JACKSON:

Q So, again, the riveted brake shoe would be under the Rayloc name. It would also have the American Brake Blok name on it, but it wouldn't fall under True Stop, NAPA United or Stopper; correct?

A No. It would have "professional quality" on it as well, but you're right on nothing else.

Q How long did Rayloc sell the American Brake Blok B series, the remanufactured brakes?

A That changed in the mid-eighties.

Q Changed meaning that's when it started or

changed meaning that's when it died out or phased out?

A It never died out. It went from -- the professional quality went into the NAPA United. Same product, just a different name.

MR. CHIN: Move to strike. Lacks foundation.

Calls for speculation.

BY MR. JACKSON:

Q Okay. So the Rayloc B series predates the time when the brakes were being sold using the NAPA United (Pages 38 to 41)

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name?

A Yes.

Q Do you know when those Rayloc B series using the American Brake Blok name first started?

A It was in existence when I came in 1971.

MR. CHIN: Also add to the running objection calls for expert opinion as well and calls for legal conclusion.

BY MR. JACKSON:

Q All right. So Genuine Parts Company was selling the B series brakes when you first started with

the company?

A Yes.

Q Do you know how long they had been selling that particular line of brake, the B series?

THE WITNESS: It went back so far that it had to be in the fifties.

MR. CHIN: Move to strike. Speculation.

BY MR. JACKSON:

Q And as far as the RS series, the Rayloc RS series, do you know when Rayloc first started the RS series brakes?

A Same time frame as B.

MR. CHIN: Move to strike. Speculation.

BY MR. JACKSON:

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Q Did the RS series brakes also go through that same transition when the NAPA United line came out? They were kind of encompassed by that NAPA United name?

A Yes.

Q And that all happened sometime in the early eighties?

A Yes.

MR. CHIN: Move to strike. Speculation. Lacks foundation.

BY MR. JACKSON:

Q Okay. So just in terms of the name that would be associated with a Rayloc remanufactured brake part, you've talked to me about Rayloc, you've talked to me about Cherokee, Stopper, NAPA United, True Stop, and then the B series and the RS series brakes. Are there any other names that were associated with brake parts or manufactured brake parts that Genuine Parts Company sold?

MR. CHIN: Asked and answered.

THE WITNESS: Would be professional quality, standard quality, and economy.

BY MR. JACKSON:

Q Would those also all have the Rayloc name on it? In other words, would it be Rayloc professional quality brakes?

A Yes.

Q Same Rayloc standard quality brakes?

A Yes.

Q What types of brakes were the professional quality brakes? Or what kind of brake parts were they?

A Same as the others. It was the brake shoe with friction material on it.

MR. CHIN: Lacks foundation, calls for speculation.

BY MR. JACKSON:

Q And was there a particular manufacturer or supplier that was used in the remanufacture of the brakes that were the professional quality brakes?

A Yes.

Q And who was that?

A Abex, American Brake Blok.

MR. CHIN: Move to strike in addition to the running objections.

MR. LEWI: I'm sorry, Abex and who else?

MR. RILEY: American Brake Blok.

BY MR. JACKSON:

Q And do you have a time frame of when Genuine Parts Company sold brakes under the name -- with "professional quality"?

MR. CHIN: Same running objections for the  
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record.

THE WITNESS: It would have been in the late seventies, early eighties.

BY MR. JACKSON:

Q That's when that line started?

A Under the professional quality, standard quality.

Q Professional quality, yeah. And standard quality, would your -- well, let's just ask. When did Genuine Parts Company begin selling brakes under the name standard quality?

A Mid-seventies.

MR. CHIN: Move to strike. Speculation on top of the running objections.

BY MR. JACKSON:

Q And what kind of brake parts were sold under the Rayloc standard quality line?

A Brake shoes.

MR. LEWI: No disc brakes?

THE WITNESS: Disc brakes also.

MR. LEWI: Can I back up. On the Rayloc professionals, do you include disc pads as well?

THE WITNESS: Yes.

MR. LEWI: Thank you.

BY MR. JACKSON:

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Q And I should have been asking these for the professional quality brakes. Are these the brakes that

are used for passenger vehicles?

A Yes.

Q And passenger cars or trucks?

A Yes.

Q For the standard quality, the same question.

Are those brakes that were for passenger vehicles or passenger trucks?

A Yes.

Q Okay.

MR. CHIN: Move to strike. Speculation.

BY MR. JACKSON:

Q Finally, the Rayloc economy line -- when did Genuine Parts Company first sell brake parts under that line?

A Late seventies.

MR. CHIN: Move to strike. Speculation, lacks foundation.

BY MR. JACKSON:

Q And do they still sell brake parts under the name -- using the name Rayloc economy?

A No.

Q When did that stop?

A When the NAPA United brand took over.



Q And what types of brake parts fell under that line, the Rayloc economy line?

A What type?

Q Yes.

A What do you mean by what type?

Q Was it disc brakes, drum brakes, disc brake parts, drum brake parts?

A It was drum brakes -- well, it was brake shoes and disc pads.

Q For passenger vehicles and trucks?

A Yes.

Q Okay. Have you told me now about all of the brands or names associated with the remanufacture of Genuine Parts Company's brake parts?

MR. POND: Objection. Vague. Ambiguous, overbroad.

Go ahead.

MR. CHIN: Same running objections.

THE WITNESS: Yes.

MR. RILEY: Just to clarify, your questions have all been directed to automotive and light trucks; right? D.O.T. 1 and 2?

MR. JACKSON: They have been, and I probably should clarify with more particularity, though.

Q The Stopper brake line -- were those brakes for

passenger cars and trucks?

MR. CHIN: Same running objections.

THE WITNESS: Yes.

MR. RILEY: If you could clarify. "Truck" on the record can mean anything.

MR. JACKSON: I'm saying passenger truck.

MR. RILEY: Pickup truck.

BY MR. JACKSON:

Q A pickup truck or a light truck?

A Yes.

Q The NAPA United line -- would that be passenger cars and light trucks or pickup trucks?

A Yes.

MR. CHIN: Same running objections.

BY MR. JACKSON:

Q Same with the True Stop?

A Yes.

Q And the same with the Rayloc B series or RS series brakes?

A Yes.

MR. CHIN: Same.

BY MR. JACKSON:

Q In terms of remanufacturing, and I know at some point you said that one of your jobs entailed kind of

assessing what types of product lines would be good to

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do remanufacturing of, how long has Genuine Parts

Company been remanufacturing brakes in particular?

MR. RILEY: You mean the Rayloc division?

MR. JACKSON: Yes.

THE WITNESS: Late fifties.

BY MR. JACKSON:

Q How about clutches?

A That came in early sixties.

Q And how about automotive gaskets? Does Genuine Parts Company remanufacture automotive gaskets for resale?

A No.

Q I didn't think so. In terms of clutches, were the clutches that were sold as part of the Rayloc division just sold under the name Rayloc?

A Well, they started with Cherokee Rayloc and then it went to Rayloc.

Q When did it go from Cherokee Rayloc to Rayloc?

A In the seventies.

Q In the seventies?

A Yeah, early seventies.

Q So that was a little bit later transition than the brakes?

A Yes.

Q Okay. Has Genuine Parts Company sold

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remanufactured clutches under any other name aside from  
Cherokee Rayloc or Rayloc?

MR. CHIN: Overbroad, lacks foundation, calls  
for speculation.

MR. POND: Objection. Overbroad. Vague and  
ambiguous as to "sold."

BY MR. JACKSON:

Q Do you understand my question, or would you  
prefer that I restate the question?

MR. RILEY: Restate the question.

BY MR. JACKSON:

Q Okay. For Genuine Parts Company, the clutches  
that were -- that they remanufactured came under the --  
either the Cherokee Rayloc name or at some point in the  
seventies the Rayloc name; correct?

A Yes.

Q So if I went and bought a Genuine Parts

remanufactured clutch, it would have the Rayloc logo or name associated with it?

A Yes.

Q Or if it was before the seventies, it would have the Cherokee Rayloc name associated with it; correct?

A Yes.

Q Any other names that are associated with the remanufacturing of clutches by Genuine Parts Company?

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A No.

MR. CHIN: Same objections.

BY MR. JACKSON:

Q You've talked about where -- what suppliers or manufacturers were used for various brake lines.

MR. CHIN: Same running objections as before, that being lacks foundation, calls for speculation, overbroad, vague, beyond the scope of this witness's knowledge.

MR. JACKSON: Counsel, the purpose of the running objection is so you don't have to say it's the same running objection.

MR. CHIN: I want to make sure. It's a different series --

MR. JACKSON: If you don't want the running

stipulation, let me know.

MR. CHIN: No, I do want it. I want just to make sure that -- on the record that it's continuing for this line of questioning as well as the previous line of questioning.

MR. JACKSON: Okay.

Q What manufacturers or suppliers did Genuine Parts Company use in the process of remanufacturing clutches?

A You're speaking of the friction?

Q Yes.

A Raybestos was the primary supplier and H.K. Porter was the backup.

Q Any others?

A If there were, they were very insignificant as far as volume was concerned. They would only maybe fill in one or two at a time, but I don't recall their names.

Q Okay.

MR. JACKSON: How are you feeling by the way? I want to ask you about how brakes are remanufactured. It's probably going to take a few minutes.

MR. RILEY: Let's take a five-minute break.

MR. JACKSON: We'll come back, and I'm a lawyer. I don't do what you do. So I'm just going to

have you kind of explain to me that process of how brakes get remanufactured. So we'll do that after the break.

THE WITNESS: Okay.

(Recess.)

BY MR. JACKSON:

Q Before I proceed with any further questions, Mr. Le Cour, it's my understanding that in terms of some of the previous questions that I've asked you, you had some additional response that would help clarify

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previous responses that you've given?

A Yes.

Q Okay. Can you tell me what additional clarification you would like to add?

A Pertains to the friction material, it pertains to the Stopper line. We used Bendix in the early eighties. We never sold it under the Bendix brand name. The only name of a supplier that has ever appeared on our product of brakes is American Brake Blok. But when we had the Bendix take over that line, American Brake Blok was not on that label.

MR. CHIN: Move to strike. Speculation. Lacks foundation.

MR. MANSOURIAN: Join.

BY MR. JACKSON:

Q Okay. So prior to that time in the early eighties, the Stopper line would have been the remanufacturing of Abex brakes?

A No -- yeah, Abex would have been in the premium. Only on the Stopper we changed -- they had it but lost it to Bendix.

MR. CHIN: Just want to continue the running objections for this line of questioning as well.

THE WITNESS: Because they made the decision to get out of asbestos.

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BY MR. JACKSON:

Q Okay. And then in the early eighties the Stopper line was sold using just the name Stopper, the Rayloc Stopper?

A Rayloc Stopper.

Q Bendix would not be anywhere on the product?

A Nowhere on the packaging or the friction itself.



Q But the supplier of the parts for the Stopper line changed from American Brake Blok over to Bendix?

A Yes.

MR. RILEY: Supplier of the lining.

THE WITNESS: Lining.

BY MR. JACKSON:

Q Supplier of the lining.

All right. And then for clarification, the supplier of the linings for that Stopper line prior to the early eighties would have been American Brake Blok. After the early eighties it switched to Bendix?

A Yes.

Q I was going to ask this eventually. And, Mr. Mansourian, if you want to ask questions, I will let you jump in at this particular time, but I just wanted to ask you prior to this particular time had Bendix ever supplied brake linings for the remanufacture of any

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Rayloc brakes?

A They would have only supplied fill-in for back orders, which was very minimum. They were never a regular supplier until the eighties.

MR. CHIN: Can I get that question and answer read back.

MR. JACKSON: Mr. Mansourian, I'll let you ask

questions if you want to.

MR. MANSOURIAN: Thank you.

(Record read.)

MR. JACKSON: You got some, or you want me to keep going?

MR. MANSOURIAN: Yes.

#### EXAMINATION

BY MR. MANSOURIAN:

Q My name is Vick Mansourian. I have a couple questions. You said they switched to Bendix because they made a decision to get out of asbestos. What do you mean by that?

A They made a corporate decision that they were going to change and no longer produce any asbestos friction material. The problem was that they did it before they had their act together. The product did not lend itself for two areas, one just to get it onto the metal itself, onto the brake shoe -- I'm speaking American Brake Blok now.

Q When you say "they," you're talking about American Brake Blok?

MR. CHIN: Move to strike. Lacks foundation. Calls for speculation.

THE WITNESS: So when that occurred, because

the Stopper line was not a premium line and Bendix offered a asbestos product, and it worked, they -- we switched that line over because we needed it to keep our business. We were losing business with this nonasbestos material that was not working.

BY MR. MANSOURIAN:

Q And by "losing business," you mean they were just selling less?

A Selling what?

Q Selling less.

A Well, no. It was the process to get it onto the shoe. We had a greater fallout in production.

Q Fallout -- you mean they were coming apart?

A Yes. It would not conform to the brake shoe.

Q And when you say prior to that time, prior to I guess the 1980s, you said Bendix may have supplied some materials as a fill in and that was very minimal?

A Yes.

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MR. CHIN: Misstates testimony.

BY MR. MANSOURIAN:

Q Give me more detail what you mean by that.

A There was -- best of my knowledge, there were approximately six part numbers that Abex had a problem of keeping us supplied with; so we would have to fill in

from time to time, and we used Bendix during that time.

But Abex was still the primary supplier, and we -- you know, we used them as -- and they had definitely the majority -- it would be less than one percent of the volume that we had.

Q What would be less than 1 percent?

A Bendix at that time.

MR. JACKSON: Are you talking just for the Stopper line, or are you talking about for the remanufacture --

THE WITNESS: No. No. The Stopper line.

BY MR. MANSOURIAN:

Q Less than 1 percent of the Stopper line?

A Yes. Less than 1 percent.

Q Approximately what years, as early as what years, were they providing --

A Early seventies.

MR. MANSOURIAN: Thank you. Thanks.

MR. JACKSON: You're welcome.

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MR. CHIN: To clarify, can I ask a couple of quick clarification questions?

MR. JACKSON: Briefly, Counsel.

#### EXAMINATION

BY MR. CHIN:

Q Is this with regard to the professional standard and economy quality friction materials?

A No. Just the Stopper.

Q Just the Stopper?

A Yes. Known as AB.

Q And this is during the 1970s?

A Yes.

For the fill-in?

Q Yes.

A Yes.

MR. CHIN: Go ahead. Thank you.

#### FURTHER EXAMINATION

BY MR. JACKSON:

Q All right. I also appreciate the clarification, and it did cause me to think of some things I wanted to follow up with on that subject.

So it's my understanding, then, that in this time frame in the early eighties, that the brake linings

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that American Brake Blok was supplying to Genuine Parts

for the Stopper line that American Brake Blok was

trying to transition from asbestos-containing brake

linings to nonasbestos-containing brake linings?

MR. MANSOURIAN: Objection to the term "early eighties." I think he just said eighties.

THE WITNESS: Early eighties.

BY MR. JACKSON:

Q That is what was causing this transition to go

from using American Brake Blok to Bendix?

A Yes.

Q And so from your explanation, the nonasbestos brake lining that American Brake Blok began to provide to you for the Stopper line just had performance issues, performance problems?

A It had both. Performance problems as well as installation problems of us getting it onto the shoe.

MR. CHIN: Move to strike. And also with that particular question on top of the running objections that I previously made, also add to that calls for an expert opinion.

BY MR. JACKSON:

Q Okay. So then the Bendix brake lining that began to be used in that Stopper line -- I'm assuming that what you're telling me is that was an asbestos-containing brake lining?

A Yes.

MR. MANSOURIAN: Lacks foundation, calls for speculation.

BY MR. JACKSON:

Q Was there a point in time when Genuine Parts sold remanufactured brakes under that Stopper line without asbestos-containing brake linings being

included?

A No.

Q Okay. So just to clarify, then, that period of time in which American Brake Blok was supplying the brake linings for the Stopper line, up until the time that it changed to Bendix, during that period of time they were supplying asbestos-containing brake linings; is that correct?

MR. MANSOURIAN: Lacks foundation.

THE WITNESS: Yes.

MR. CHIN: Also vague as to period of time.

Can we specify what period of time?

MR. JACKSON: Up until the early eighties.

THE WITNESS: Yes.

BY MR. JACKSON:

Q In going through some of the product lines I would ask you the same thing. Was there a period of  
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time for the brake linings that were used for the remanufacture of brakes in the True Stop where they stopped containing asbestos, the brake linings themselves?

A Under the name True Stop?

Q Yes.

A No.

Q How about under the name NAPA United?

A Yes.

Q Okay. When did that transition from use of asbestos-containing brake linings to nonasbestos brake linings in terms of the remanufacture under the name NAPA United -- when did that transition occur?

A What percent?

Q No. When did the --

A Yeah.

Q Was it not just 100 percent to 0? It was a --

A Transition.

Q So when did the transition begin and when did asbestos-containing linings begin -- stop being used altogether for the NAPA United line?

A Mid-nineties.

Q Okay. Mid-nineties --

A Started.

Q -- that transition began?

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A And it was completed in 2001.



Q So up until the mid-nineties, at least from the inception of the NAPA United line, the brake linings that were being supplied to you to go into the remanufacture of the brake were asbestos containing; is that fair?

A Repeat the question.

Q Up until the mid-nineties when that transition occurred, up until that point the brake linings that were being used for the remanufacture of brakes under the NAPA United line were asbestos containing?

MR. CHIN: Calls for expert opinion on top of the running objections.

THE WITNESS: Yes.

BY MR. JACKSON:

Q Okay. In going back into the B series brakes, was there a period --

A Excuse me. I would like to clarify something.

Q You certainly can. Go ahead.

A The reason why we had -- you asked earlier. I said earlier is it 100 percent one day switched. We're very concerned about safety. We did testing on the lining itself on using our own fleet of cars, and that's why we could not go across the board because we wanted to make sure the brake was the safest brake you could

put on your car, and the formulas didn't work on all -- you couldn't say one formula was going to work on all cars; so that was the reason why we just had to do it and tweak them.

Q Okay. And when you talk about safety in that context, you're meaning safety in terms of the brake working correctly?

A Yes. And also processing it on the shoe, getting it on the shoe.

Q In other words, the concern there was the performance of the brake?

A Yes.

Q Okay. And did Genuine Parts Company have a particular division or part of that company that focused on this very issue, performance and safety? In other words, how did Genuine Parts as a company go through that process of saying this brake isn't performing the way we need it to perform. We need to do some more testing to make sure it's going to perform safely. How was that done within the structure of Genuine Parts Company?

A That was my responsibility, and we would have it put on our salesmen's cars. And of course we had cars at the plant; so we would run them through

different scenarios pulling boats and going down a hill.

That was what we did.

Q Okay. So, in other words, before the remanufactured brake was actually put out on the marketplace, there would be a process where the brake would be tested to make sure it's performing correctly, make sure that Genuine Parts Company felt that this was a brake that would work safely in the car?

A Yes.

Q Okay. And how long within your tenure of the company were you involved in that aspect?

A Well, up until the present day. I mean from the time I went to Atlanta in '76, that's when I got heavily involved. Prior to that I was also training customers, held clinics, both clutch, electrical, and brake in the field. I brought that inside, and then I took over that with my responsibilities to make sure that if it was a new formula, that we would test it first from a performance point of view because we made no specification for making of the friction material. We relied on the friction manufacturer to do that.

Once they said this is what will go on the shoe and this will work properly, we took their data, looked at it, and then we actually put it into practicality on a car.

MR. CHIN: Move to strike. Lacks foundation,

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calls for speculation.

BY MR. JACKSON:

Q And did you have actual Genuine Parts Company technicians who would go out and test the brakes on vehicles, or was that done by an outside consulting company or something like that?

A No. We did that in house.

Q Okay. So like technicians would actually physically do the testing of the brake before it ends up being out on the market?

A Yes.

Q Okay. Is that something that you supervised as well, those types of people?

A Yes. Yes.

Q Did you ever have as part of your responsibility any role that would include considering the safety of the brake during automobile repair work or for a mechanic who was going to be changing a brake some day?

A Yes. We were aware of the fact of asbestos and asbestos dust. In fact, prior to me coming to the company when I first went there in '71, they already had

in place a vacuum systems that were meeting O.S.H.A. standards at that time. And as those standards became tougher to meet, they met that criteria by increasing (Pages 62 to 65)

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the efficiency. We were concerned because of our workers. And one of our selling points -- because we were the highest people out there with the price. When we -- when you would buy a set of brakes, we would say you do not have to do anything but install them on your car. We don't want you to grind anything, we don't want you to sand anything. They'll fit perfectly. That's what our deal was based on as far as that's a benefit that you are going to get where other manufacturers you might not get that benefit. They called them semi-finished and you had to finish them. But Rayloc has always said we don't want you to modify the friction whatsoever as far as the contour of it.

Q All right. There is kind of two categories. One is your workers. I'm presuming your workers who are doing -- involved with the remanufacture process itself?

A Yes.

Q Were those workers -- was there ever any kind of monitoring program in place or air sampling program in place to kind of understand if they have any levels of exposure particular to asbestos?

A Yes.

Q Okay. Was that something -- was that a program that was in place when you first started with Genuine

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Parts?

A Yes.

Q What was the implementation of that program? In other words, was it done on an annual basis, was it done -- let's back up. Were you personally involved in that type of program with G.P.C.?

A No.

MR. POND: Objection. Vague and ambiguous as to time.

Go ahead.

THE WITNESS: No.

BY MR. JACKSON:

Q And I had asked you at least say on a performance level that you did have involvement in understanding that the technicians would be testing

brakes for the performance and its safety, and that wasn't done by technicians from an outside consulting firm; right? On that same line, in terms of monitoring G.P.C. workers who worked in the remanufacturing facilities, was that done in house? Was it done by Genuine Parts? Or if you know, was it done by outside consulting or some other company?

A For the sampling?

Q Yes.

A Our insurance company did sampling. Then we took over and did sampling and sent it off to an approved lab for analysis.

MR. POND: Can you specify the time frames for each of those? "Estimate" I should say.

THE WITNESS: Late seventies, early eighties is when we started doing it in house. And prior to that the insurance company was doing it, and then they accepted those results that we would get that we were conformed to O.S.H.A. requirements.

BY MR. JACKSON:

Q Okay. Now who within Genuine Parts Company would actually be most involved in that aspect of safety?

MR. POND: Objection. Vague and ambiguous as to "most involved."

But go ahead.

THE WITNESS: I really don't know.

BY MR. JACKSON:

Q Okay.

A The individual that was involved in that is passed away that I knew. Where I got involved in it was when I was the plant production manager. If we had an area where -- that we needed to improve on it, I was the one to make sure we had the right equipment to get it approved, and then they would come back and do the  
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retesting there. But as far as the testing is concerned, I had nothing to do with that.

Q Would you be able to comment on the frequency with which air sampling of workers who did the remanufacturing at G.P.C. -- with what frequency was that done since you started with the company?

MR. POND: Overbroad, vague and ambiguous as to time.

Go ahead.

BY MR. JACKSON:

Q In other words, annually? Is there any way to give me an idea?

A Quarterly.



Q Quarterly. I'm presuming that means four times a year?

A Yes.

Q Did you ever actually see or have an occasion to be present when sampling was being done?

A Yes.

Q Okay. Would it be done -- and this will be broad in case you want to object, Mr. Pond.

MR. POND: Objection.

MR. JACKSON: But I'm intending it to be broad.

MR. POND: Okay. Overbroad.

BY MR. JACKSON:

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Q How often would you see or how often have you had an occasion since you've been with G.P.C. to see workers being monitored or air sampling being done for asbestos, asbestos being the purpose of it?

MR. POND: Counsel was right. Overbroad, vague, ambiguous.

Go ahead.

THE WITNESS: 50, 60 times.

MR. POND: That's an estimate; correct?

THE WITNESS: Yes. Estimate.

BY MR. JACKSON:

Q On those occasions is it a situation where workers are being monitored in the facility where the remanufacturing of the friction materials or parts are being done?

A Each person wore their own monitor; so it was right in their work environment.

Q While they performed their jobs?

A Yes.

Q Okay. And the first time you actually estimate for me that you saw that being done would be when? Sometime in the seventies?

A Yes.

Q Okay. Did you become aware -- were there any kinds of changes in the work practices of the workers

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who were doing the rebranding process that took place in this time frame, in the 1970s?

MR. RILEY: There was no rebranding process.

You mean relining?

MR. JACKSON: I misspoke. And I'll withdraw so the record has a better question for you to answer.

Q In this time frame of the 1970s, was there any change in the work practices of the workers who were actually doing the remanufacturing of the friction products?

A I can think of two to three incidents where we had three -- we had three workers side by side, and the one on one end was a high level; so we had to just increase the vacuuming situation in that particular area. But it was all within O.S.H.A. requirements. It wasn't that we went out of the scope. It was just all three were just too close to the edge.

Q So this is a particular example that you're thinking about?

A Yes.

Q And when you say "increase the vacuum," that's some type of ventilation system?

A Vacuuming system, approved vacuuming system to control the dust.

Q And you're remembering a specific instance when this was done?

A Yes.

Q Can you give me an estimate in terms of time frame of when you recall that?

A Seventies. It was a clutch disc, de-lining of the clutch disc.

Q Aside from that instance, can you think of any other specific instances where the work practices of workers who were involved with the remanufacturing of the brakes -- where their work practices changed due to asbestos?

A No.

Q Did workers involved in the remanufacturing of brakes ever wear any kind of respiratory protection when they worked for G.P.C.? Was that ever something that was a practice?

A It wasn't required, but if you ask for a mask, we would give you one.

Q Okay. So it wasn't required, but it was made available to workers.

Is that a yes?

A Yes.

Q Okay. Do you have any estimate for me as to when Genuine Parts Company first made available respiratory protection of any kind for workers in the  
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remanufacturing facility?

A When I was there in '71, it was already in place.

Q Okay. And what kind of respiratory protection?

A Dust mask.

Q Did it ever evolve to any other type of respiratory protection aside from a dust mask?

A Some HEPA filters were if they required -- if a person asked for the HEPA filter, they would supply that type of mask.

MR. POND: Belated objection. Overbroad.

BY MR. JACKSON:

Q And can you estimate for me when that particular type of mask, a HEPA filter mask, first became offered or became made available?

A Mid to late seventies.

Q Are you aware if Genuine Parts Company ever provided the workers in the remanufacturing facilities any written information about asbestos and health?

MR. POND: Objection. Overbroad, vague and ambiguous, calls for speculation.

Go ahead.

THE WITNESS: Give me the year again.

BY MR. JACKSON:

Q As of the time you had started with Genuine  
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Parts Company, were you aware of at that time if Genuine Parts Company was providing any written information about asbestos and health to the workers in their remanufacturing facilities?

MR. POND: Same objections. And assumes facts not in evidence.

Go ahead.

THE WITNESS: It was not made -- well, to my knowledge it would have been in the early eighties that all M.S.D.S. sheets were made available to anyone. They were put into the department prior to that. Everyone knew why they had the sampling devices on them.

BY MR. JACKSON:

Q Okay. So the workers who actually were being monitored with the device were told what the purpose of the monitoring was?

A Yes.

Q Okay. How would that be conveyed, in actually like a meeting with the workers, a safety meeting or something along those lines if you know?

A It would be a one-on-one situation. Or it would be a department.

Q But in terms of like a safety manual or written

information, do you know when, if ever, Genuine Parts started providing something in writing to workers in the

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remanufacturing facilities about asbestos?

A Mid to late eighties.

Q Was there ever any program to monitor workers in the remanufacturing facilities in terms of medical monitoring?

MR. POND: Objection. Overbroad, vague and ambiguous, calls for expert conclusion, calls for a scientific conclusion.

Go ahead.

THE WITNESS: What do you mean by "medical"?

BY MR. JACKSON:

Q Either make available to them --

A Oh.

Q -- chest X rays, screenings to see if there is any incidents of what someone may say is an asbestos-related disease. Were Genuine Parts Company's workers in their remanufacturing facilities ever monitored in that way?

A No.

Q While we're on the subject of safety -- and then we can maybe discuss a break after that --

MR. POND: Or conclude.

MR. CHIN: Or take lunch.

MR. JACKSON: That's what I meant.

THE WITNESS: Yeah, lunch.

BY MR. JACKSON:

Q Was there ever a time where Genuine Parts made a decision to convey to the general public, meaning the consumer of the product itself, information about asbestos in health?

MR. POND: Objection. Vague, ambiguous, overbroad. Calls for an expert conclusion.

Go ahead.

THE WITNESS: Yes.

BY MR. JACKSON:

Q Was that in place as of the time that you started with the company?

A No.

Q When did that --

MR. POND: Asked and answered. Also -- sorry. No, that's okay. Just came to my mind. There you go.

BY MR. JACKSON:

Q When did that first occur if you know?

A Around 1988.

Q All right. And how was -- in what form? What was the information that was being conveyed in that time



frame about asbestos and health to users of the remanufactured brake products?

A It was brought about by proposition 65 in California. Prior to that we felt that it was not

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necessary because our product left our plant clean, basically dustfree. We were making -- at that time we -- when the proposition 65 came out, they were going to determine are we going to have two inventories or are we just going to go ahead and put it on everything? And the decision finally came down -- in fact, I wrote a memo on it saying, well, the time has come. Now you're going to have to do every box that you box a brake shoe in. And that was just the implementation of it across the country.

Q So the language actually was applied to the package of the product?

A Yes.

Q At some point?

A Yes.

Q And prior to that time frame had Genuine Parts ever had any rebranded brake materials that were -- Frank doesn't like the word "sold." Prior to the time frame in 1988 or so, did Genuine Parts Company ever apply to any of the remanufactured brake products any

warning or language about asbestos?

A Prior to 1988?

Q Yes.

A No.

Q And then what was the actual language in this

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time frame in 1988 that went onto the product?

A What O.S.H.A. --

MR. POND: Let me just -- more likely than not there is a document that speaks for itself, and, you know, this actually leads me to something that I should have said at the beginning of the deposition and I will say now. We produced six banker's boxes worth of documents. They were provided to plaintiffs' counsel yesterday as a courtesy. And we have multiple copies of the six boxes here at the deposition. I don't know if counsel is going to attach some, all, none of the above, nor do I need to know. But I do want to make a note for the record that there are these documents here, and I am assuming that one or more of the documents would speak

to this subject better than having Mr. Le Cour guess at the language.

But if you're asking him for a rough estimate of what he remembers, that's fine. But I did want to make it clear that there was a good, thorough source for this information.

MR. CHIN: There are three sets of documents. Does that mean other counsel can take one of the sets?

MR. POND: In that otherwise I have to hire a truck and carry them out of here, yes, I would invite you to take a set.

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MR. CHIN: If I throw my back out, I will blame you, but I will be happy to take it.

MR. RILEY: You are assuming the risk.

MR. CHIN: Yes. There you go. I'm a small guy.

MR. RILEY: We're in a hotel and there is a dolly there.

MR. CHIN: Thank you, Counsel.

MR. POND: Sorry, I should have said that at the outset. And with that in mind, please go ahead and answer the question, but there probably are documents that deal with that issue.

MR. JACKSON: Okay. And I don't know if I

should thank you for sending six boxes of documents over the night before this deposition or not, but in any event I understand that you don't have any particular documents right in front of you; so I'm asking to give your best estimate. And I'll try to be more specific with my question to make it a little easier on you hopefully.

Q In 1988 when language went onto a remanufactured brake part, did that language warn about cancer?

A I cannot recall specifically saying cancer.

Q Okay.

MR. CHIN: Calls for expert opinion. Also calls for a legal conclusion.

BY MR. JACKSON:

Q All right. Setting aside whatever was put on the product itself, did Genuine Parts Company --

A Excuse me.

Q Yes. Please explain.

A I do know the language that was used was the same language that O.S.H.A. recommended that you put on your packaging.

Q So that may help me understand. The process that Genuine Parts Company went through was they took

whatever O.S.H.A. had recommended and they put that on their box?

A Yes.

Q Okay. Nothing more, nothing less, at least from what O.S.H.A. recommended to what Genuine Parts Company did?

A Yes.

Q Aside from what actually went on the package, did Genuine Parts Company ever provide any written information that would be conveyed to customers or end users about how to safely remove brake linings or perform brake repair work?

MR. POND: Objection. Asked and answered to Page 81 the extent that he's already described the concept of precision grinding and other instructions in that regard.

Go ahead.

THE WITNESS: We told them not to grind, not to sand. As far as teaching them housekeeping neatness, no. Because we just didn't want them to modify the lining. In fact, that would void your warranty if you sent it back in because they did not know what they were doing and a lot of them did not have the precision grinders. So our point of view was don't modify the

friction surface. We take pride in what we do and we spend a lot of money on the grinders to get it that way.

BY MR. JACKSON:

Q And when you say "we told them," how was that conveyed? Would it be in some written --

A Well, yeah, the clinic. In the clinic itself, and in -- they would have it in there. Say, well, why do you have to use NAPA? And it would say you don't have to grind or, you know, sand the friction material. It will fit the drum properly. And we had a picture where it showed how it fit the drum.

Q In a clinic are you referring to a clinic that is done for like a NAPA jobber store?

A Yes. And his customers.

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Q And their customers. Okay. So this would be a clinic that someone from Genuine Parts would run for the benefit of the jobber who was the customer of Genuine Parts?

A No. It would be a Rayloc representative as

myself. I did those as well.

Q Okay. When did you first do a clinic that you're describing, this type of clinic?

A In what time frame?

Q In other words, from the time you started with the company, how long before you actually did a clinic on behalf of Rayloc where you went out to a NAPA jobber store and discussed, you know, how the brakes should be worked with?

A 1971.

Q Okay.

A When I started.

Q So this kind of process of the clinics, in other words, was in place by the time you started with the company?

A Yes. It was already in place.

Q Can you estimate for me how long that it had been in place?

A Sixties.

Q Okay. Was there some point in time where in  
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your involvement with one of these clinics the subject of asbestos and health would be addressed?

A No. That was not an issue. And it just never came up. Our deal was we said don't grind; so there was

nothing to talk about and no one asked questions about asbestos. They were interested in the performance of the lining, the safety.

Q Is it your position that Genuine Parts would rely on the manufacturers or suppliers to determine whether or not their particular products that they were supplying to you should have a warning on them or not?

MR. CHIN: Calls for a legal conclusion on top of the running objections.

MR. POND: Overbroad. Calls for an expert conclusion. Calls for a legal conclusion.

MR. MANSOURIAN: Join.

MR. POND: Vague and ambiguous as to time.  
Go ahead.

THE WITNESS: Repeat the question.

BY MR. JACKSON:

Q Is it your position or your feeling that Genuine Parts would rely on the manufacturers or suppliers of the brake linings that you were receiving to determine whether there should be warnings on their particular brake linings?

MR. POND: Same objections.

THE WITNESS: That subject never came up.

BY MR. JACKSON:



Q Okay. For the brake linings that were asbestos containing that American Brake Blok supplied to Genuine Parts, did those ever contain any warnings about hazards of asbestos?

MR. POND: Objection. Vague and ambiguous as to time. Overbroad.

Go ahead.

MR. CHIN: Calls for an expert opinion, calls for a legal conclusion on top of my already existing running objections.

MR. POND: Go ahead.

THE WITNESS: I never saw such a thing on any of the packaging.

BY MR. JACKSON:

Q Would that be irrespective of the manufacturer?

A Yes.

Q I don't know how I got off on that aside.

Let's go off the record.

(Lunch recess taken at 11:57 A.M.)

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EXAMINATION (CONTINUED)

BY MR. JACKSON:

Q Mr. Le Cour, is it fair to say that the

remanufacturing process is something that you've become quite knowledgeable about through your tenure with Genuine Parts?

A Even before, yes.

Q And Genuine Parts as we've discussed today -- one of the types of parts that Genuine Parts has, in fact, remanufactured are brakes?

A Well, not Genuine Parts. Rayloc.

Q Rayloc being a division of Genuine Parts?

A Division of Genuine Parts.

Q Could you kind of give me a fundamental understanding of what the remanufacturing process for brakes entails, how that works?

A Yes.

Q Okay.

MR. CHIN: I'll just interject my before-mentioned objections, running objections.

THE WITNESS: The brakes, of course, are taken off the vehicle. They go back to the jobbing store.

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They are compiled and put into a drum. The drum then is picked up by our driver. Those drums then are carted back to a facility. They are checked in on a conveyor belt by part number. Then they are put into the staging area for de-lining. You either take and use a de-bonding oven to take the bonded material off or you use what we call a lining chopper, and we chop the riveted lining off.

Then you take the brake shoe and you put it into what is known as -- I'll call it a steel shot machine known as Wheelabrator or Pangborn.

Then once they come out of that, it's clean, shiny metal. There is a rust inhibitor, a primer, that is put onto -- coated onto the shoe. While that's being done, the friction material, if it is being bonded, then you would put your adhesive on that. And in some cases the supplier already put the adhesive on there. It's a thermal-setting adhesive.

So now you take that clean shoe that has been dipped with that lining with the adhesive and you put them together and you clamp them under pressure. Speaking of the bonding process. It's run through an oven at 435 degrees Fahrenheit for 21 minutes. It is bonded.

Once it comes out of the bonding oven, it is

brought up to a grinder. These grinders are set to the dimensions of different drum diameters. And also we look for a micro finish, and that's why we're very concerned about with no one messing with that once we've done it. It grinds the shoe.

After it's been ground, it goes to an inspection area. Then it goes into what is called downdraft tables. Downdraft tables is where we make sure that we take all the dust that might be there that's on there. Again these are vacuum tables, large vacuum tables with holes in them.

And after that they put it into a box. The box is -- put a label on the box. Then it goes into our finished goods inventory. And the cycle then repeats itself. We take that inventory or that brake shoe -- we sell it to the distribution center.

The distribution center sells it to the NAPA jobber, be it company-owned store or an independent like you or I. Then they in turn either will sell it -- primarily, and our focus, is on the professional installer, although they do have walk-in, do-it-yourselfers, but majority of our stuff goes through professional installers, end of story on the

brake shoe.

BY MR. JACKSON:

Q So the end product for the remanufactured brake product as far as a drum brake goes would be the brake shoe itself? That's what the remanufactured product is?

A Yeah. With the lining attached, yes.

Q And in terms of what you've just described to me, that process is the process that takes place at the facility, at the Rayloc facility; correct?

A Yes.

Q One of the things that you didn't include in there is the manufacturer of the original brake lining itself, and I'm presuming that's because Rayloc or Genuine Parts didn't manufacture the original brake linings?

A That is correct, yes.

Q Okay. Let's just kind of start when you first started with the company. At that point in time how was Rayloc going about getting the linings that they were using for this remanufacturing process?

A Through suppliers like Abex that specialized in making different formulations for different applications.

Q Okay. And I understand that Genuine Parts Company is a member of the National Automotive Parts

Association; correct?

A Yes.

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Q And they distribute products to -- Frank has educated me quite a bit on this -- to independently owned NAPA stores; true?

A Who distributes it?

Q Genuine Parts Company through distribution centers distribute products to independently owned NAPA stores. Is that correct?

A Yes.

Q What I want to know when we're talking about the remanufacturing process and the Rayloc division, did they actually use the NAPA system in any way to go about dealing with the suppliers of the brake linings that would go into the remanufactured brake materials?

MR. RILEY: Who is "they"?

MR. JACKSON: They Rayloc. We'll call them Rayloc.

THE WITNESS: No.

BY MR. JACKSON:

Q Okay. So we'll get to distribution centers and G.P.C. in a moment, but in terms of this remanufacturing process, the way Rayloc would acquire the brake linings

would be to deal directly with the manufacturers or suppliers of those brake linings; is that correct?

A Yes.

Q You've gone through in quite a bit of detail

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earlier today all the different lines over general periods of time. But as of the time that you started in , did Rayloc have essentially an exclusive or predominant supplier for brake linings that it used to remanufacture brakes?

MR. CHIN: On top of my running objections, calls for a legal conclusion.

THE WITNESS: Yes.

BY MR. JACKSON:

Q Okay. And who was that?

A Abex.

MR. CHIN: Vague as to time as well.

BY MR. JACKSON:

Q And -- well, at the time you started. So that was in '71; correct?

A Yes.

Q And I just went back over the lunch break and looked through all the lines that you've told me about. Would it be accurate to state that as of '71 that Abex would be the exclusive supplier of the brake linings that were being used for Rayloc's remanufactured brakes?

MR. CHIN: Again, on top of my running objections, calls for a legal conclusion. Also vague as to time.

THE WITNESS: What time frame?

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BY MR. JACKSON:

Q When you started in '71.

A They were the predominant supplier for friction material on our brake shoes.

Q And when you say "predominant," 98 percent or more?

A They were 99.

Q Okay. And that other percent would be kind of like fill-in situations where a shortage or something you might go to an outside supplier?

A Yes.

MR. CHIN: Asked and answered.

BY MR. JACKSON:

Q And, again, for time frame purposes so I



can just make sure I'm clear on the record, this is when you started in '71. That was my last question in the line of questions. You understood that?

A Yes.

Q How long had that been -- well, strike that. Have you in your years of working in the Rayloc division, have you educated yourself about who the various suppliers have been of brake linings that your company has used in the remanufacturing of brakes?

A Yes.

Q And can you just kind of tell me how you've educated yourself about who those companies are at various different times?

A The salesman actually didn't -- it's like being in the circus. The salesmen work for Abex, and then they would switch to another company, or vice versa, they were with another company, and then they went to Abex. So just through the association of these people plus knowing our purchasing people and how long -- they would tell me, you know, we've been buying from these people for 15 years, what have you, because I would have some issues on a process with that, and they just gave me the history. They said, well, we've been using that for 15 years and you come in here and tell us that now it can't go on the shoe correctly.

Q Okay. So in other words the purpose of knowing who your suppliers were for brake linings historically is not just so you could show up to a deposition and talk to attorneys about it. It's because it was something that you needed to know in the course of what you did for Rayloc. Is that generally true?

A Yes.

MR. CHIN: Calls for a legal conclusion on top of my running objections.

BY MR. JACKSON:

Q Then historically then if I kind of broke it down by decade, in the period of the 1960s, can you tell me who the predominant supplier of the brake linings were that Rayloc used for their rebranding of brakes.

MR. CHIN: Again, calls for a legal conclusion. Also vague as to the word "predominant."

THE WITNESS: That's relining of brake shoes, not rebranding.

BY MR. JACKSON:

Q I keep misstating, and I mean to use the word remanufacturing or relining.

A Abex.

Q And by "predominant," what would your estimate

be in terms of percentages for that decade of the 1960s?

A 99 and better. 99.9.

Q And how about the decade of the 1970s, the same question?

A Yes. Same answer.

Q How about the decade of the 1980s? Is that when you started to see other manufacturers or suppliers come into the picture?

A Yes.

Q Okay. But even in the decade of the 1980s would you estimate that Abex or American Brake Blok was the predominant supplier of the brake linings used for the remanufacture or the relining process for the Rayloc (Pages 90 to 93)

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brakes?

A Yes.

MR. CHIN: Also leading on top of my running objections.

BY MR. JACKSON:

Q Since we're in the eighties, what would be an estimate in terms of percentages that you could give in

terms of with what frequency Rayloc used American Brake Blok or Abex as the supplier of their brake linings as part of the relining or remanufacturing process?

MR. CHIN: Same objections.

THE WITNESS: 90 percent.

BY MR. JACKSON:

Q Okay. And then historically going back into the 1950s, do you have information of who Rayloc was using back in that time frame?

A Yes.

Q And can you tell me who that is?

A Abex.

Q And what is the basis of that information?

A Again, my job, knowing who was -- you know, who was supplying what and when and my affiliation with the suppliers themselves, the people that actually were at the plants -- because I dealt with the engineering people and the quality people also with these facilities

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explaining what our issues were. And of course they could tell me, yeah, I can remember when, you know, back in the fifties when we did this or that. What goes around, comes around. That's kind of what happened.

MR. CHIN: Move to strike. Lacks foundation,

overbroad, calls for speculation.

MR. RILEY: Clarify which plant. You're talking about -- are you talking about the supplier's plant or the Rayloc plant?

THE WITNESS: Supplier's plant. That I talk to the people at those facilities?

MR. RILEY: Name the plant.

THE WITNESS: Oh, Abex. Winchester, Virginia.

BY MR. JACKSON:

Q Okay. And just generally over the years -- we went through all of the job descriptions that you've had and the job titles that you've had for Rayloc in particular. Do you feel that it would be unique or unusual for you to actually understand who the suppliers are for the brake linings that your company used historically?

MR. CHIN: Vague on top of my running objections. Vague as to "unique or unusual."

THE WITNESS: It would -- it's not -- well, it's unique in that that was my responsibility to get to know these people and make a relationship so that I did have, let's say, a personal relationship so we had a one on one. So that was my job. Sell yourself.

BY MR. JACKSON:

Q Okay. And in terms of Rayloc now, can you

think of anyone that is in a better position than you or that is more knowledgeable than you about who the suppliers were historically for brake linings that your company Rayloc used in this remanufacturing process?

A No.

MR. CHIN: On top of my running objections, also calls for an expert opinion, also calls for a legal conclusion.

BY MR. JACKSON:

Q Okay. I want to turn to Genuine Parts Company and in terms of how their distribution centers serviced NAPA Auto Parts. And what I want to ask you about first of all, is it correct that Genuine Parts Company is a member of the National Automotive Parts Association?

A Yes.

Q And how long has Genuine Parts Company maintained that membership?

A Since approximately 1930.

Q Okay. And as a member within the National Automotive Parts Association it's my understanding that

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one of the things Genuine Parts Company does is own and operate distribution centers that service independently owned NAPA Auto Parts stores.

A Yes.

Q Okay. How many distribution centers that service NAPA Auto Parts stores does Genuine Parts Company own currently?

A I don't know exactly, but in the sixties.

Q Okay. Does 58 sound correct to you, or do you have any basis to agree with that number?

A I would say yes because some of them had been consolidated like in Chicago, Saulk Village, and Normal they were consolidated into one.

Q Does that include -- and I'll ask currently and then I'm going to ask historically. Does Genuine Parts Company currently own distribution centers which service independently owned NAPA Auto Parts stores in the state of California?

A Yes.

Q How long has that been the case?

A That they owned the distribution centers?

Q Right.

A It would vary from distribution center to distribution center because they didn't just take all of them over. And I would say that that would have -- that  
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would have started in the late sixties.

MR. RILEY: As opposed to operate? Are you distinguishing owning versus operate?

THE WITNESS: Purchasing.

MR. RILEY: Okay.

BY MR. JACKSON:

Q Let me see if I can be more specific. Did Genuine Parts Company own distribution centers which serviced the state of California in the decade of the 1960s?

A Yes.

Q Okay. Do you have information of any other owners of distribution centers that serviced NAPA Auto Parts stores in the state of California in the decade of the 1960s?

A Yes.

Q What are those other companies -- company or companies?

A Colyar and also Caliblock.

Q Colyar is C --

A It's Rayloc --

Q Rayloc backwards?



A Yeah, leaving out the e.

Q And the other company?

A Caliblock.

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MR. RILEY: Question was owned a distribution center.

THE WITNESS: Repeat the question.

BY MR. JACKSON:

Q What I'm going to have the court reporter do because I'll add confusion to it, I'm going to have her read it back with your answer, and then if you have any further explanation or clarification you would like to add to that question and answer, we'll do that.

A All right.

(The record was read as follows:

"Q Do you have information of any other owners of distribution centers that serviced NAPA Auto Parts stores in the state of California in the decade of the 1960s?

"A Yes.

"Q What are those other companies -- company or companies?

"A Colyar and also Caliblock.")

THE WITNESS: Yes. Supplying the distribution

centers.

BY MR. JACKSON:

Q Okay. And then just so you understand the question I had was are you aware of any other companies who actually owned distribution centers which serviced NAPA Auto Parts stores in the state of California in the period of 1960s?

MR. RILEY: Here is the confusion: I think what you mean to ask is who operated the NAPA distribution centers in California in the sixties.

BY MR. JACKSON:

Q That's a great question. I'll ask that question.

A Genuine Parts Company.

MR. RILEY: And? Before Genuine Parts Company in the sixties, who operated the NAPA distribution centers in California?

MR. JACKSON: Another good question.

MR. CHIN: Do we need a conference off the record?

BY MR. JACKSON:

Q Do you have that question in mind?

A I don't know all of the people that would have owned them because they could have been individual

owners.

MR. RILEY: Not asking who owned them. Who operated the NAPA distribution centers in California before Genuine Parts Company came into California?

THE WITNESS: I don't know.

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BY MR. JACKSON:

Q You mentioned a couple of other companies, and I did want to explore your knowledge about them. Colyar you said is just Rayloc spelled backwards?

A Actually, yes, Rayloc is Colyar. Colyar was first, and then when Genuine Parts Company went into the remanufacturing, they just took the name Colyar and went backwards with it because at that time Colyar himself was using the name Rayloc on the west coast. It wasn't us. It was Colyar.

Q So in terms of the Rayloc name, Colyar used the Rayloc name to sell remanufactured brakes before Genuine -- before Rayloc itself did it?

A Yes.

Q And at some point Rayloc became a division of Genuine Parts Company, and Genuine Parts sold remanufactured brakes using the Rayloc name?

A Yes.

Q Okay. What is the business relationship, if

you know, between Colyar and Genuine Parts Company?

A What time frame?

Q In the 1960s.

A Okay.

Q Let me be more specific because it's more on a specific issue. What prompted this change from Colyar

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using the Rayloc name for remanufacturing brakes to

Genuine Parts Company using the Rayloc name?

A Mr. Colyar and Carlyle Fraser -- they were very good friends and they wanted to have a national brand. That's the NAPA system. So they also agreed that we would use it on the east coast because Colyar was using it out here on the west coast. So that was the reason why he gave permission for us to use that name.

MR. POND: What time frame is that?

THE WITNESS: That was -- that was in the sixties.

BY MR. JACKSON:

Q And did Colyar thereafter merge with Genuine

Parts Company?

A We bought them out, yes.

Q So Colyar was not thereafter a competitor of Genuine Parts Company. It became the situation where Genuine Parts Company was the only company using the Rayloc name; correct?

A Yes.

Q Okay. Now, going back then to the state of California, is it your testimony that prior to this time frame where Colyar got bought out and Genuine Parts Company started using the Rayloc name that in California Colyar would be servicing distribution centers that --

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operating distribution centers that serviced NAPA stores in the state of California; is that correct?

MR. CHIN: Could I get that read back? Just the question.

(Record read.)

THE WITNESS: I'm not aware of -- I am -- it's coming to me. Colyar operated the distribution centers.

BY MR. JACKSON:

Q Okay. Up until at least some period of time in the 1960s where they began to be operated by Genuine Parts Company at least to service NAPA stores in the state of California; is that correct?

A Prior to 19 --

Q No. That is the transition period in your mind that at some point in the 1960s the transition went from Colyar operating distribution centers that service NAPA stores in California -- that transition went to Genuine Parts Company sometime, as far as your best estimate goes, in the mid-sixties?

A Yes.

Q Okay. Got it. One thing I want to just mention to you because I will admit that I often ask bad questions, I would rather have you tell me that it's a bad question than have a very confusing record later on. So if I ask you something that you need me to rephrase, just let me know. It won't insult me any more than the other lawyers will. They will insult me off the record but not on.

Let me make sure I understand this correctly.

When Colyar got bought out by Genuine Parts Company, one of the aspects of Colyar's business that Genuine Parts Company acquired was the remanufacturing of the brakes?

A Yes.

Q Okay. And that's where the Rayloc line then went to Genuine Parts Company; correct?

A Well, we had the name Rayloc already, but

Rayloc did not supply the distribution centers with brakes when they bought out in '65.

Q Okay. Got it.

MR. CHIN: Move to strike. Lacks foundation, calls for speculation.

BY MR. JACKSON:

Q Was another part of the Colyar business that was acquired by Genuine Parts Company was their operation of distribution centers that serviced NAPA Auto Parts stores? In other words, was that another part of what Colyar did that was acquired by G.P.C.?

A Yeah. Colyar did two things. They ran the distribution centers and they also had two bond -- initially was three, but when we purchased them, it was

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two bonding facilities to process brake shoes.

Q Do you have information where Colyar -- who supplied the brake linings that Colyar used for the Colyar remanufactured brakes?

A Abex.

MR. CHIN: On top of my running objections, also vague as to time.

BY MR. JACKSON:

Q All right. Let me go to generally how the Genuine Parts Company's distribution centers work that

service NAPA Auto Parts stores. And maybe first I should ask does Genuine Parts Company own or operate distribution service centers that supply parts to auto parts stores who are not NAPA Auto Parts stores?

A No.

Q Okay. That's helpful. And has that always been the case?

A Always.

Q All right. Now, in terms of -- I want to kind of just focus on brakes so I don't get too broad with my questioning.

But in terms of Genuine Parts supplying brakes to the NAPA auto part -- the NAPA jobber, what percentage of the brakes that are sold to the NAPA jobber are brakes that will have the NAPA logo on them

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and the brakes that are from licensed NAPA manufacturers?

MR. CHIN: On top of my running objections, vague as to time.



MR. POND: Are we talking today?

MR. JACKSON: Today. And then we'll kind of try to do it historically.

THE WITNESS: Well, today we supply the brakes to the distribution centers.

BY MR. JACKSON:

Q Okay.

A Prior to that, going back into the mid-sixties, we did not supply the brakes. They were purchased. And they were purchased from Caliblock. Caliblock did the bonding and riveting of the brake shoes.

MR. CHIN: Move to strike as nonresponsive.

MR. RILEY: In California?

THE WITNESS: In California. That's what I was thinking.

MR. POND: You were in California.

THE WITNESS: Yeah.

MR. POND: There you go.

MR. JACKSON: But it is important.

THE WITNESS: Yeah.

BY MR. JACKSON:

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Q Give me the time frame that that occurred, that that change occurred.

A Well, in '65 when they took over the

distribution centers.

MR. POND: "They" being G.P.C.?

THE WITNESS: G.P.C., Caliblock serviced them up until the early seventies.

BY MR. JACKSON:

Q Them being G.P.C.?

A No.

Q Them being the NAPA jobbers or the NAPA stores; is that right?

A The distribution center operated the D.C. to sell to the NAPA jobber and was using Caliblock from the inception of buying out Colyar in '65 through the early part of the 1970s, '77.

Q I'm going to --

MR. CHIN: Do we need to change that testimony?

MR. RILEY: Go off the record.

(Recess.)

MR. CHIN: I just want to put on the record that at 1:52 P.M. the witness, Le Cour; as well as plaintiffs' counsel, Mr. Jackson; and Mr. Le Cour's counsel left the room to discuss Mr. Le Cour's testimony. I know the record will speak for itself with regard to what testimony we're talking about preceding the break. I do want to put that on the record. And I

believe the break lasted for approximately 16 minutes.

I understand that Mr. Riley is counsel for Mr. Le Cour, but I will have to say that this is improper coaching of the witness and this is improper colloquy. As I said, it's up to you. Everything you say is on the record being transcribed.

MR. RILEY: I'll state for the record that Mr. Le Cour and plaintiffs' counsel had no discussion.

MR. CHIN: I understand. I'm not going to speculate about what happened. I'm just making a record that at 1:52 all parties left the room to discuss testimony.

MR. JACKSON: Well, a couple things. It misstates and assumes facts. Mr. "Colyar" here is represented by counsel. I'm not going to inquire about any conversations he has with counsel, whether it's at a break or any time. If you want to ask him about conversations that he's had with me so that you will clear up this speculation, you can. I know what he's going to say. He's going to say he has had no such conversations with me. But rather than making these innuendos on the record, which are totally inappropriate, to myself, to this witness, and to his

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counsel, you can ask this witness freely under oath if

he has had any conversations with me about anything today.

In terms of what I talk about with another lawyer, that is not the subject of what this witness's testimony is about.

So you've made a complete misrepresentation, but you're free to explore, when I'm done with my questions, about conversations that Mr. Le Cour has had with anyone regarding this case I presume with the exception of his counsel, which are privileged communications.

MR. CHIN: I don't believe I've mentioned one thing about any conversations away from this room. I simply made a record that at 1:52 P.M. all parties that I named left the room together to discuss testimony that is on the record. The transcript will speak for itself. That's the only record I'm making. I'm not inquiring about any conversations, especially amongst counsel. That's none of my business.

MR. POND: For the record, I am certainly not going to shortchange anybody from asking any questions, but I can -- I will agree with counsel's statement as to the time that we went off the record. I will agree with counsel's statement as to when we went on the record.

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I'll note that I used the restroom in between and that counsel spoke to counsel in between and I spoke with my client in between. I can make those representations because I was present at each and every fact, and I don't have any disagreement with you as to the timing of the -- the time of the break or the length of the break, but I do have some disagreement as to who spoke to who and what was said. And, therefore, I'm just making my record.

MR. CHIN: And I am not insinuating anything about any communications, and I agree with you, Counsel, and I hope you washed your hands after you used the bathroom.

Let's move on.

MR. POND: I did.

BY MR. JACKSON:

Q Okay. Mr. Le Cour, the subject that I wanted to take up with you was the process of how the distribution centers that serviced NAPA Auto Parts stores in California got the brakes to those stores.

Now, there is a lot of period of time there; so I wanted to kind of break that time frame up for you.

Prior to the period of 1965, do you have information of how the distribution centers that serviced the NAPA jobber stores in the state of  
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California got their brakes to the NAPA stores?

A Yes.

Q How did that work?

A That was -- they were supplied their brake products by Colyar bonding plants.

Q So Colyar supplied them to the distribution center who got them to the NAPA jobbers or the NAPA stores in the state of California?

A Yes.

Q In that time frame up until '65?

A Yes.

Q And I think we've established this previously, but Colyar was rebranding brakes with Abex brake linings; correct?

A Relining.

Q Relining.

A Yes. Abex friction material was used.

MR. CHIN: Move to strike as lacks foundation,

calls for speculation.

BY MR. JACKSON:

Q After 1965 or in the middle of 1960s, how did the distribution centers get brakes to the NAPA jobbers in the state of California?

A From Caliblock.

Q Now, what prompted this change, if you know?

A It didn't make sense to ship brake shoes all the way back to the east coast, redo them and ship them all the way back to the west coast. It was more economical to find a supplier on this side of the world.

Q Now you've told me who Colyar is. Who is Caliblock?

A Caliblock is just another remanufacturer.

Q Okay. And does Genuine Parts Company have any business relationship at all with Caliblock?

A When?

Q In this time frame, 1965.

A Well, the distribution centers purchase their brake shoes from Caliblock. It would be '66.

Q Is Caliblock a company that at some point merged with Genuine Parts Company?

A No.

Q Is Caliblock a company that still exists, if you know?

A Do not know.

Q Do you know who Caliblock used to supply their brake linings?

A Abex.

Q Okay. All right.

MR. CHIN: Move to strike. Lacks foundation, calls for speculation.

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BY MR. JACKSON:

Q Now, how long was this how it worked in California, that the distribution centers that serviced the NAPA jobbers in California got their brakes through Caliblock? How long did that stay the situation?

A Up until 1981 when we put a plant -- well, we put a plant in Payson in 1979, but it did not produce brake shoes. It started producing brake shoes in 1981, and that's when we started supplying the California distribution centers.

MR. POND: And again the "we" is?

THE WITNESS: Rayloc.

MR. JACKSON: Was my next question.

Q So from '81 up until the present time, the distribution centers that serviced NAPA Auto Parts stores in the state of California got their brakes



through Rayloc?

A Yes. The distribution centers.

MR. RILEY: Beginning in '81.

BY MR. JACKSON:

Q Beginning in '81?

A Yes. From '81 to the present.

Q Just absorbing that testimony. Just give me one moment. Did the brakes that were sold to the distribution -- or supplied from the distribution

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centers that supplied the NAPA jobbers in California carry the NAPA logo or include the NAPA logo on the package?

MR. CHIN: Asked and answered on top of my running objections.

MR. POND: Vague as to time.

BY MR. JACKSON:

Q And if it did change over time, I will break that down over time if that helps you.

A It did change over time.

Q So let me use those same time frames. Prior to

, did the brakes that were being supplied to the NAPA jobber stores from the distribution centers carry the NAPA logo on them?

A 19 -- prior to '65?

Q Yes.

A No.

Q At some point between 1965 and 1981 did the brakes that were supplied to NAPA jobber stores carry the NAPA logo on them?

A No.

Q And then at some point between 1981 and the present, did the brakes that were supplied to the NAPA jobber stores in California carry the NAPA logo on them?

A Yes.

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Q And can you tell me when that began? Your best estimate.

A Late eighties, early nineties.

Q Okay. And kind of just translating that to then a customer going into a NAPA jobber store in the state of California in the 1960s, going in to buy a brake -- that customer would not be able to buy a brake with a NAPA logo on the packaging; is that --

A Yes, they would not be able to buy.

Q That would have started in this period late eighties, early nineties, your best estimate?

A Yes.

Q Okay. And, again, if a customer then went into a NAPA jobber store and bought a brake prior to this time, the late 1980s or early nineties, could he go in and buy a brake that said Rayloc on the packaging?

A What time frame?

Q Well, let's go back. Prior to 1965.

A Yes.

Q A customer could go into a NAPA jobber store in the state of California and may find a package that had a "Rayloc" on the brake?

A Yes.

Q And that would also be from '65 to '81; correct?

A Somewhere in there Cherokee came into the picture from '60 -- '65 -- let's say '66 to the time when Payson took it over. I don't know when that transition was, but it was the -- Cherokee was established as the remanufactured product line, and the name Rayloc -- at one point they had them both -- like I said, I think earlier they had them both, but I don't know when they separated, the exact date.

Q Prior to 1965, at least that historically you

could go buy a Rayloc brake at a NAPA jobber store?

A Yes.

Q At some point after that there was a transition where the name went Cherokee and then Cherokee Rayloc?

A Basically, yes.

Q Did that then transition back to the Rayloc name?

A Yes.

Q All right. And without getting the exact date in mind, if someone went in and bought a brake say between '65 and '81, and the brake had the Rayloc name, does that indicate to you that that was a brake that was supplied to that NAPA jobber store by the distribution center?

A Yes.

Q Okay. So the Rayloc would tell you that?

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A Yes.

Q And so also from '81 to the present if someone went into a NAPA jobber store in California and bought a brake with the name Rayloc on it, that would indicate to you that it came from the distribution center that serviced that NAPA store?

MR. CHIN: Objection as to leading on top of my

running objections.

THE WITNESS: Yes.

BY MR. JACKSON:

Q That's the indication?

A Yes.

Q Does Genuine Parts Company keep track of the inventory parts that it supplies to an independently owned NAPA store?

MR. POND: Objection. Vague and ambiguous, overbroad as to time and as to store.

Go ahead.

BY MR. JACKSON:

Q I'll ask currently. In other words, currently Genuine Parts Company has distribution centers that distribute parts to independently owned NAPA Auto Parts stores; correct?

A Yes.

Q Does Genuine Parts keep an inventory for a  
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particular store of what they are supplying to them and how much they are supplying to them?

A Well, they don't keep a specific inventory for a specific store, but they do know what they have sold them.

Q Okay. Is there any way for Genuine Parts Company to know what percentage of parts an individual NAPA jobber -- what percentage of the parts they are selling from that store are coming from the distribution center as opposed to other outside sources?

MR. POND: Objection. Vague, ambiguous, overbroad, vague as to time. And as to "store," geographic location, et cetera.

Go ahead.

THE WITNESS: No. They don't know because they don't know what the jobbers' volume is to his customer. They only know what they do sell to that store. And in a lot of cases it has been said by our president, Wilton Looney, that we expected at least 76 percent of your purchases. Now that is overall. That doesn't mean 76 percent of your brake purchases. And we did have jobbers that bought other friction and even clutch suppliers. Not through our distribution center, though.

BY MR. JACKSON:

Q So that being said, it would be difficult for

you to estimate, for example, in terms of percentages how much any particular NAPA Auto Parts store, NAPA jobber, was buying from a distribution center as opposed to an outside source. That's true?

A That is true. I could not give you that estimate.

Q Then could I ask you would it be fair to say that the typical practice is that the independently owned NAPA stores or the NAPA jobbers are loyal to the distribution centers for where they receive their parts?

MR. CHIN: Vague as to "loyal." Calls for legal conclusion on top of my running objections.

MR. POND: I'm going to join on those. I know there is a joinder, but just to make the record clear -- not on the running objections, but on those specific objections. It's also vague and ambiguous and vague as to time.

Go ahead.

And it's overbroad as to each and every jobber, but go ahead.

THE WITNESS: The NAPA jobber has a right to purchase his parts wherever he wishes. Of course they want to hang out the shield that they're a NAPA outlet -- product. It depends -- as I said earlier, it depends on what part of the country, but in all areas

you have jobbers that do handle another brand.

Sometimes they do align that. But the majority of cases they don't. We don't sell any brakes in that town if they have another brand. They're loyal to the NAPA system, but they can pick and choose what line they want to keep. They don't have to handle everything that NAPA sells.

BY MR. JACKSON:

Q Okay. So in terms of the decision that an independent NAPA store would make, NAPA jobber would make, what is the benefit to purchasing products through the distribution center? What benefits does using the NAPA system provide to that jobber as opposed to going through an outside supplier?

MR. CHIN: Vague as to "benefits" on top of my running objections.

THE WITNESS: Main thing is that if you invested \$100,000 today in inventory, next year it will be worth more than \$100,000 because we will come in and take out the merchandise that you're not selling and give you full value, and in some cases more than what you paid us. If they had a price increase on an item, bought it for a dollar, now it's worth a \$1.15 credit, to take that \$1.15 credit and put it back into inventory



that is selling. That is the biggest advantage of NAPA.

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Where normally other types of distributing networks only give you a small percent of your annual purchases that you're allowed to return, we don't have that.

BY MR. JACKSON:

Q In other words, there's -- that's an explanation that there is some cost-saving benefit to a NAPA jobber that is an incentive for them to purchase parts through the distribution centers as opposed to independently?

A Yes.

Q And that being said, is it common for -- from your experience with Genuine Parts Company, to see that the NAPA jobbers buy -- for the majority of their parts, they go through the distribution centers?

MR. POND: Objection. Calls for speculation.

MR. CHIN: Also vague as to "majority." Calls for a legal conclusion on top of my running objections.

MR. POND: Yeah. It's vague and ambiguous and overbroad.

THE WITNESS: Repeat the question, please.

MR. JACKSON: Anything else wrong with it before I repeat it?

MR. POND: I don't know. I'm getting myself

some tea and I'll come up with something else.

MR. JACKSON: I'll have the court reporter read  
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it back.

(Record read.)

THE WITNESS: No, we don't monitor what percent they are buying. We just say he has a competitive line. And our representatives, because they represent more than just one product line, they establish a relationship with the jobber. And when whoever that supplier is stumbles or stubs their toe, then we're there to give them their parachute. But as far as monitoring what percent they're buying on the outside, no. Normally the only reason why they're buying it on the outside is because they're getting a larger discount than what they could get through the distribution center.

BY MR. JACKSON:

Q Then just a couple follow-up on this line. So from the customer's standpoint, if a customer said he

went into a NAPA jobber store and bought a brake that had a NAPA logo on it, that information would indicate that it came through the distribution center; correct?

A Yes.

Q In other words, the NAPA jobber cannot go out and get an independent supplier outside of the NAPA distribution center that has NAPA logos on it?

MR. CHIN: Objection. Incomplete hypothetical

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on top of my running objections.

THE WITNESS: No, he cannot.

BY MR. JACKSON:

Q Same for Rayloc. If someone goes in and buys a brake that has Rayloc on it, it indicates to you that it went through the distribution center?

A Yes.

MR. POND: Late objection. Vague and overbroad as to time, but it's fine.

BY MR. JACKSON:

Q If someone went in and bought a Bendix brake out of a NAPA jobber store, does that indicate to you that it didn't come through the distribution center?

A Yes.

Q And why is that?

A Because in the brake product lines we only used

our branding. Any supplier -- Bendix -- we would not use their trade name on any of our packaging to identify the product in any way that it was theirs.

MR. POND: And by "our," you mean Genuine Parts?

THE WITNESS: And Rayloc.

MR. POND: And Rayloc and through the NAPA system?

THE WITNESS: System, yes.

BY MR. JACKSON:

Q And if someone bought -- went into a NAPA jobber store and bought a Raybestos brake, does that give you any information whether that brake came through the distribution center?

A It did not come through the distribution center.

Q Once again, what is that explanation?

A Same as he got a better discount from some distributor that supplied him the Raybestos. Or it's of a lower quality than what we can supply. There is cutoffs on everything that we will not go down any lower. So he's buying that product cheaper than what he can go through the D.C.

MR. POND: And the D.C. is the distribution

center?

THE WITNESS: Distribution center, NAPA  
distribution center.

MR. POND: Thank you.

BY MR. JACKSON:

Q That's the clarification I was looking for. I  
appreciate that.

On the same line of questioning I'm going to go  
back and ask the same types of questions but for  
different areas of the country that would pertain to

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Mr. Raff as opposed to Mr. Bradford.

Did Genuine Parts Company own distribution  
centers that serviced NAPA Auto Parts stores operating  
in the state of California?

A Yes.

Q I asked the wrong question.

MR. RILEY: Just keep going.

MR. POND: Asked and answered.

MR. JACKSON: I had it right and I --

MR. POND: That's okay.

BY MR. JACKSON:

Q Let me start again. Did Genuine Parts Company  
own distribution centers that serviced NAPA Auto Parts  
stores in the state of Colorado?

A Yes.

Q Would that include the time frame of the 1950s?

A Yes.

Q And the 1960s?

A Yes.

Q And the 1970s?

A Yes.

Q Are you aware of anyone else outside of Genuine Parts that owned distribution centers that serviced NAPA Auto Parts stores in the state of Colorado during those time frames?

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A No.

Q The same question with respect to the state of Alabama. Did Genuine Parts Company own distribution centers that serviced NAPA Auto Parts stores in the state of Alabama?

A Yes.

Q And would that include the decade of the 1960s?

A Yes.

Q And the 1970s?

A Yes.

Q Are you aware of anyone else aside from Genuine Parts Company that owned distribution centers servicing NAPA Auto Parts stores in the state of Alabama in the sixties or in the seventies?

A No.

Q And then the state of Oklahoma -- did Genuine Parts Company own distribution centers that serviced NAPA Auto Parts stores in the state of Oklahoma?

MR. POND: Objection. Vague and ambiguous, overbroad as to time.

Go ahead.

THE WITNESS: Time frame? What time are you speaking of?

BY MR. JACKSON:

Q In the 1960s.

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A In the 1960s who would have supplied the distribution center?

MR. RILEY: Who owned the distribution -- did Genuine Parts Company --

THE WITNESS: No.

MR. RILEY: -- own the distribution center in Oklahoma?

THE WITNESS: No.

BY MR. JACKSON:

Q Okay. Not in Oklahoma?

A No.

Q In the 1960s?

A No.

Q How about the 1970s?

A No.

Q Is there a time frame in your mind that you estimate that Genuine Parts Company owned distribution centers that serviced NAPA Auto Parts stores in the state of Oklahoma?

A Late eighties, early nineties.

Q Okay. Let's mark -- I'm going to move to documents, and then I'm going to wrap up here.

MR. RILEY: Clarification on the record.

Oklahoma -- Genuine Parts Company acquired Oklahoma distribution center in '99.

MR. JACKSON: Okay.

Q Any reason to disagree with the statement that your counsel just made?

A No.

Q I need your testimony more than I need his, but let's mark the next in order.



MR. CHIN: But both is good.

MR. JACKSON: But I appreciate the  
clarification, Counsel.

(Plaintiffs' Exhibit 5 was marked for  
identification by the certified  
shorthand reporter.)

BY MR. JACKSON:

Q And let me just hand you, Mr. Le Cour,  
Exhibit 5 and ask you if you have seen that document  
before.

A Yes. Can we talk?

MR. JACKSON: Oh, do you need a moment?

MR. POND: Absolutely.

Go off the record.

(Recess.)

THE WITNESS: Okay.

BY MR. JACKSON:

Q Exhibit 5 that we've marked -- have you seen  
that document before?

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MR. CHIN: Counsel, can I look at it before --  
take a look at it as well?

MR. JACKSON: Sure. Go ahead.

MR. RILEY: For the rest of you with bated  
breath, it's a document retention policy.

MR. LEWI: I didn't even know that my breath was bated.

MR. POND: You wanted it to be.

MR. LEWI: I wanted it to be bated.

THE WITNESS: Yes, I've seen this.

BY MR. JACKSON:

Q Can you just identify what Exhibit 5 is for the record?

A Old records, how long to keep.

Q Is it correct that this generally and accurately states document retention policies that are followed by Genuine Parts Company?

A Yes.

Q Do you have any reason to believe that any of the statements on Exhibit 5 with respect to those document retention policies are inaccurate?

A No.

Q Is it correct also that that Exhibit 5 in terms of the document itself is a document that Genuine Parts Company maintains in its ordinary course of business?

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A Yes.

MR. CHIN: Object. I'm not sure if this is even part of my running objections, but it's beyond the witness's scope of knowledge.

MR. POND: Counsel, I'll stipulate, for our purposes, at least, that that is an authentic document and subject to the business records exception under the California Evidence Code.

MR. JACKSON: I'll accept and agree with that stipulation.

Q All right. Now, Mr. Le Cour, your counsel, Mr. Pond, has stated on the record that he has -- I don't want to use the word "graciously," but he has provided six boxes of documents to my office last night, and he has copies of those documents present today for your deposition. I'll further represent to you that I'm not going to ask you about each and every document. But what I do want to understand, because there is quite some volume of documents, is generally -- and these documents have Bates stamps Genuine Parts Company 1 through 15,639. Do you have an understanding that the documents that your counsel has provided today that are present today in the six boxes in the back of the room that have Genuine Parts Company 1 through 15,639 are, in

fact, documents that have been produced on behalf of

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Genuine Parts Company today?

A Yes.

Q Are these documents that to your understanding are business records that are maintained in the ordinary course of business of your company, Genuine Parts Company?

A Yes.

MR. CHIN: Interpose my objections to the exhibits as lacks authenticity, lacks foundation, also hearsay, and that it's also beyond the scope of this witness's knowledge in that I don't think he's reviewed all the documents. And that's it.

MR. POND: And I just want to add so that the record is clear, the 15,000-some-odd number represents the pages. Each page is Bates labeled; so it is -- I would not want the record to assume there are 15,000 documents in there. There are 15,000 plus a little pages of documents in those six boxes.

BY MR. JACKSON:

Q And with that clarification, I'll try to conclude on this note. The documents that have been produced today by your counsel for this deposition that

are labeled on each page GPC 1 going through GPC 15,639, as a representative of Genuine Parts Company, do you have any reason to dispute that those documents are true and correct copies of business records maintained by Genuine Parts?

A True.

MR. CHIN: I'll just lay my objection again.

The witness has not reviewed all of the Bates stamped documents. It is beyond the scope of this witness's knowledge to authenticate the documents. Also lacks authenticity and hearsay.

BY MR. JACKSON:

Q I'll let you answer.

A Yes, they are true.

MR. JACKSON: And, Mr. Le Cour, I have no further questions for you at this time. Doesn't mean you're finished, though. There may be some other questions, but I will pass questioning to --

MR. CHIN: Can we take a five-minute break real quick?

THE WITNESS: Uh-huh. I need it.

(Recess.)

#### FURTHER EXAMINATION

BY MR. MANSOURIAN:

Q Mr. Le Cour, my name is Vick Mansourian again.

I want to go back to your testimony right in the Bendix line, the Bendix products, if you recall that testimony.

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When you started using -- well, when Rayloc started using Bendix linings, at that point did Rayloc put warnings on the packages for the brake products?

A No.

Q At some point did those warnings appear?

A Yes.

Q When was that?

A 1988.

Q And you started -- you testified before that you started using -- they started using Bendix in the early eighties; is that correct?

A Before the early eighties they were -- they had the back order. But to give them a full line of Stopper -- that started in the early eighties.

Q Stopper started in the eighties?

MR. CONWAY: Sorry to interrupt, but for the folks on the phone, could the examining attorney please speak up just a little bit? We're not able to hear too well. We were able to hear Bruce real well, but something has changed.

MR. MANSOURIAN: I'll talk louder.

MR. CONWAY: Thank you.

BY MR. MANSOURIAN:

Q With regards to the Stopper brand of products that used Bendix linings, did the word "Bendix" appear

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anywhere on the box for those products?

A No.

Q And previously you testified about the instructions to the end user as far as installing these products in that they shouldn't sand or grind the products. Do you remember that testimony generally?

A Yes.

Q Were those same instructions applicable or directed at the end installers for these Stopper-brand products that Bendix linings were incorporated into?

A Yes.

Q Do you know if there were specific types of vehicles for which the Bendix linings were incorporated into the Stopper brand of products?

A Basically across the board, your big three import cars, light trucks and passenger cars.

MR. CHIN: Vague.

MR. MANSOURIAN: That's all I have at this point. Thank you, sir.

#### FURTHER EXAMINATION

BY MR. CHIN:

Q Mr. Le Cour, how are you feeling?

A Feeling good. Thank you.

Q Okay. I'll make this as quick as possible. My

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name is Steve Chin. I want to follow up on a few background questions. First, you said that you -- after college, you started with a family business in remanufacturing; is that correct?

A Before college.

Q Before college. Do you remember what years that was?

A Ever since I was a little boy. Yearwise, no. Fifties.

Q Do you remember when you stopped working for this family business?

A When I stopped working for it?

Q This family business.

A When did I stop?

Q Yes.



A When I had to go in the military.

Q Do you remember when you had to go in the military?

A 1969.

Q That's in the army?

A Army.

Q And how long did you serve in the army?

A Two years.

Q Where was boot camp?

A Fort Polk.

Q Where is that?

A Louisiana.

Q And where were you stationed?

A Fort Sill, Oklahoma.

Q Do you recall approximately when you were discharged?

A '71.

Q Honorably?

A Honorably.

Q After that in 1971, that's when you started working for Rayloc?

A Yes.

Q Do you recall maybe a month you started working there? I know it's a very long time ago, but I have to ask.

A You mean when did I start?

Q Yes. The date.

A November the 6th.

Q When you started on November the 6th, you started immediately in a sales position; is that right?

A Sales in training.

Q Is that a managerial position?

A Yes. Managerial of the territory, yes.

Q Territory being Louisiana?

A Louisiana, Mississippi, Alabama, parts of

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Florida.

Q So the gulf states?

A Yes.

Q Other than your family business back in the s, did you have any other experience in the area of remanufacturing prior to working for Rayloc?

A Training, yes. At the vo. tech. school at night. Engine rebuilding, automatic transmission rebuilding.

Q Aside from education, any experience like working experience other than the family business?

A Oh, yes.

Q What would that be?

A I installed the parts. When I was in the army, I had to have a second job to support the family. They didn't pay too well.

Q When you say "install the parts in the army," what exactly does that mean, "install the parts"?

A Well, again, that's -- if you need brakes on your car, I did brake jobs. If you needed clutch, I did the clutch job.

Q For what? Vehicles?

A Yes. For trucks and passenger cars.

Q What type of passenger cars? Jeeps? Something like that?

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A No, no. We'll separate that. I was an instructor in the Pershing missile system which encompassed eight-wheel drive vehicles and power stations, which I had pneumatic and hydraulic, plus electrical and generators. My job was to train them on how to do a second echelon, and in some cases, third-echelon maintenance, which was one that you would go in and you would replace an insert in an engine block. You

would do brake work on the eight-wheel drive vehicles.

So I was an instructor doing that. But at the same time on my off time, I installed brakes on people's personal cars and truck.

Q While in the army, did you attend instructor school?

A Yes.

Q I suspect that would be 1969?

A Yeah, it would have been -- yeah, '69, '70. I was on a graduate class.

Q And the instructor school was specifically for what?

A To train on how to present whatever you're trying to train them on. It was a way how to make a presentation and make it interesting. As far as the knowledge, I learned that before -- it was a natural for me. I already had the experience.

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Q Other than the army and the family business, any other experience?

A No.

Q You started in New Orleans with Rayloc in November 1971?

A Yes.

Q In a managerial position, did you have any people working under you? That's 1971.

A No.

Q Since you started in 1971, you have no personal knowledge of what occurred at the company prior to 1971, did you?

MR. POND: Objection. Vague and ambiguous as to personal knowledge.

MR. JACKSON: Join.

THE WITNESS: What type of knowledge?

BY MR. CHIN:

Q Firsthand knowledge. You weren't there?

A Of what?

Q Of the day-to-day operations of the company.

A No, that's part of our training. When you go in, you go to the facilities for a month and you work in the departments. So, yes, you had to have that experience. That was a part of the training before you were sent out into the field.

Q I understand. I'm not really talking about experience coming into the company. I'm talking about your firsthand knowledge of the day-to-day operations, what took place in the company prior to 1971. You don't have any idea about that because you weren't there; right?

MR. JACKSON: Vague, overbroad, argumentative, unintelligible.

MR. RILEY: Argumentative.

MR. POND: Join.

THE WITNESS: I knew what was going on because that was a part of the training, and that's what -- they would tell you we were doing this, and this is the process we used. We started it back when. And these were the people that were doing it on a daily basis and had no reason to lie to me.

BY MR. CHIN:

Q I don't want to get too much into semantics, but you learned what occurred in the company prior to from secondhand sources; isn't that correct?

A Yes.

Q You don't have any firsthand knowledge about the day-to-day operations prior to 1971?

A No.

Q That's because you were in the army?

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A Yes.

Q And you were doing other things?

A Yes.

Q What secondhand sources did you review to find

out what happened prior to 1971?

MR. JACKSON: Vague, overbroad.

MR. POND: Asked and answered. Join in the others.

MR. JACKSON: Vague, overbroad and unintelligible as to the meaning of "what happened."

BY MR. CHIN:

Q The day-to-day operations as you previously testified to.

A Well, it was a part of the training where they would tell you the processes that I spoke about earlier about what is the process of the remanufacturing of the brake shoe. They told me that the suppliers that they were using, and we've been using these people for 50 years. We still use the same people today.

And then they said that -- again, we had equipment that was improved upon as far as the inspecting is concerned that went back prior to the sixties, but yet it still was in place, but of course it had updated sensors on it; so they would educate us. We were always making improvements.

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Q I'm going to focus on what you just answered on the word "they"?

A Oh. The people at the plant that does the work.

Q Okay. That being other people working for Rayloc --

A Yes.

Q -- told you what happened prior to 1971?

A Yes.

Q Okay. Did you ever review any documents to show what happened prior to 1971 or what occurred prior to 1971?

MR. POND: Objection.

THE WITNESS: Yes.

MR. POND: Vague, ambiguous, overbroad.

Go ahead.

MR. JACKSON: Join.

BY MR. CHIN:

Q What documents would these be?

A This would be an example of what they had -- they had a sketch of what it looked like and what the process was. It was just a drawing at that time. They didn't have any CAD/CAM; so it was the process that they



used and the layout of the process. So this is what they used to train the worker to do that job.

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Q And these documents -- they were given to you by other people; correct?

A Yes.

Q You didn't generate these documents yourself?

A No.

Q They preexisted --

MR. RILEY: We'll stipulate he didn't train himself.

BY MR. CHIN:

Q These documents preexisted prior to you coming into the company; is that correct?

A Yes.

Q Do you recall some of the Rayloc employees who told you about what happened with the company prior to ?

MR. JACKSON: Vague, overbroad.

MR. POND: Join.

THE WITNESS: A lot of them are gone or dead.

BY MR. CHIN:

Q Can you name any of their names?

A During that time, no, I could not.

Q Okay. You described other positions that you

held after 1971 that includes division director of engineering; is that correct?

A Yes.

Q Also cataloging and application of manufactured products?

A Yes. And that encompassed the product itself like product -- it was -- cataloging and product manager basically was one and the same.

Q Also plant manager of Atlanta facility?

A Yes, plant production manager.

Q Also new product development and research?

A Yes.

Q Is that also managerial?

A Yes.

Q So would you consider that a new production, development and research manager?

A Yes.

Q Now, back in 1971 were all these positions higher up in rank than yours?

A They didn't have them. Well, they had some.

Majority of those positions -- that's why I came to Atlanta in 1976. They called it just the quality control manager. He set the specifications, and at the same time he was inspecting what he said. They wanted

to have two separate entities there; so I came in and I established the engineering group so that we did the research, established the specs, and then the Q.A. guy just came and made sure we were doing it correctly.

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Q Who was your immediate supervisor in 1971 when you were the district sales manager for New Orleans?

A Who was my immediate supervisor?

Q The person that is higher rank than you.

A Okay. Toby Moore.

Q And who was his supervisor, or who was higher rank than Toby Moore?

A John Aderhold.

Q What was Toby Moore's position?

A He was just sales manager.

Q And then what about Mr. Aderhold?

A He was president of the division.

Q Sales manager and president of the division?

A Yes.

Q And when you say "president of the division," what division would that be?

A The division of Rayloc. He had the title of -- the actual official title the Genuine Parts Company had on him is called general manager. But in the Rayloc division they allowed -- Rayloc he was known as the

president.

Q And who was above Mr. Aderhold?

A At that time, Wilton Looney.

Q And what position was that?

A He was C.E.O. And he was -- at that time it

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was a transition. He was president of the Genuine Parts Company and then he became C.E.O. of the Genuine Parts Company.

Q And I assume the buck stops with Mr. Looney?

A Correct. Yes.

Q He's the big cheese?

A Yes.

Q Now, prior to 1971, do you know who the sales manager was?

A Yes.

Q Who was that?

A Toby Moore.

Q How long did he hold that position?

A He held it in going back to -- it had to be in

the mid to early sixties. Prior to him it was a gentleman by the name of Bradley, Jim Bradley. And Jim Bradley was the first sales manager for Rayloc. Prior to Jim Bradley, Abex represented and called on the distribution center to sell our relined brakes.

Q Prior to 1979, do you know who the president of division was?

A John Aderhold.

Q How long did he hold that position?

A 1968.

Q And how long did Mr. Looney -- was Mr. Looney

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the C.E.O., if you know? If you don't, it's okay.

A I don't know exactly. I don't exactly know.

Q Okay. And you have this knowledge because of review of documents that were provided to you?

A No. I talked to them personally. When I was a little boy, we were in our own business, and so I met Wilton Looney. And as I grew up, I knew who Wilton Looney was.

Q Are you aware of any written agreements or contracts between Abex and either Genuine Parts Company or Rayloc?

A To my knowledge, no, there was never a written agreement.

Q To the best of your knowledge have you ever seen any sales documents from Abex or American Brake Blok?

A Sales documents from Abex? Sales to whom?

Q Either NAPA or Rayloc.

MR. POND: Objection. Overbroad, vague and ambiguous.

Go ahead.

THE WITNESS: I've seen invoices -- packing slips and invoices. The packing slips with Abex product coming into our plants.

BY MR. CHIN:

Q I know it's kind of a broad question, but can you recall when you saw these packing slips? Was it during your time as district sales manager or another position?

A Started in 1976.

Q Your prior testimony is that Abex is the primary supplier of friction materials for "Ray Block"; is that correct?

A Rayloc, yes.

Q Rayloc.

And can you tell me what year range in which Abex was the primary supplier?

A Around 19 -- like 1928.

Q To what?

A Till this day we still get some product from them. Very little, but some. But when they were the major -- the major was when -- up until the eighties, the mid-eighties. So from 1928 all the way up to the mid-eighties they sold Genuine Parts Company friction material, including clutch facing.

Q Now, following up on that, do you know when Abex or any Abex-related entity -- that includes American Brake Blok -- stopped selling asbestos-containing friction materials to Genuine Parts Company or Rayloc?

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MR. POND: Asked and answered.

Go ahead.

THE WITNESS: Around -- well, they got out of the business in '81.

MR. RILEY: What business?

THE WITNESS: They got out of the business of manufacturing asbestos friction material.

MR. RILEY: In what year?

THE WITNESS: '81.

MR. RILEY: '81?

THE WITNESS: That's when they tried -- no,

they tried to start it in the early eighties, but we had problems with it. So that's when we really gave a lot of the business to Bendix.

BY MR. CHIN:

Q Okay.

A It was unsafe.

Q I want to clarify that. When you say '81, was that the start of the transition phase away from asbestos, or was that the year which you believe was when Abex ceased selling asbestos-containing friction materials altogether?

MR. POND: Objection. Calls for speculation.

THE WITNESS: I can't give you the exact year, but that is what happened. We were in the midst of the  
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transitional period. Someone up in Abex made the decision as of January whatever, 1982 or '3, we no longer will supply you friction material containing asbestos even though they did not have an alternate replacement on all part numbers. They had some, but not



all.

MR. RILEY: You don't recall the exact year?

THE WITNESS: No, I do not.

BY MR. CHIN:

Q Sometime around the early eighties; right?

A Yes.

Q What do you base that information on?

A Personal experience on being involved with the transition.

Q I want to focus on this word "personal experience." Personal experience being you spoke to other people?

A No. Well, yes. I spoke to people from Abex and knowing that the product is being submitted to my staff so that we would evaluate how it would be processed and did we have to change anything in our process.

Q You previously testified that you spoke to somebody at Abex, a higher up, that said we will no longer sell asbestos-containing friction material

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sometime in the early eighties; correct?

A Yes.

Q Now, is that what you base your assessment or your statement on that Abex stopped selling asbestos-

containing friction materials around 1981, '82?

MR. POND: Objection. Overbroad. And vague and ambiguous in that the question asked that and only that.

MR. JACKSON: And it assumes facts in that sense. Join in the objections.

MR. RILEY: And in order to avoid us chasing our tails, in the documents there is a letter from Abex stating when they were no longer selling asbestos linings to Genuine Parts.

BY MR. CHIN:

Q In that case, just to encompass the objection, your statement that Abex stopped selling asbestos-containing friction products around the early eighties is based on some communication with other people from Abex; is that correct?

A From Abex, yes. And they canceled all of our orders.

Q And was this based only on communication with other people from Abex, or was it based on communication with other people in general?

A No. It was Abex people talking to me personally and letting me know that -- they had a period of time where they said they wanted us to give them

orders to match up because you had what they call dual friction. So you might break up more pieces of one than the other. So they said, okay, give us an order so you can balance it out and you can get rid of all of it together by using it in the process; so I was involved in that. Again, dealing on a daily basis with people from Abex.

Q Have you ever seen any documents reflecting when Abex stopped selling asbestos-containing friction materials?

A Saw the letter, as Pat said, the day that they said that they were not going to supply us any more. I had already heard it before the letter came out.

Q Besides the correspondence referenced by your counsel, any other documents?

A No. Other than getting a notification that all of our current orders had been canceled. On this date we will not ship you any more asbestos product.

Q Do you recall when that notification arrived?

A No.

Q Do you remember when you read it?

A No.

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Q You previously described that Abex or American Brake Blok was the primary supplier of friction

materials to Rayloc; is that correct?

A Yes.

Q And is that after 1970?

MR. POND: Objection. Asked and answered.

MR. JACKSON: Misstates prior testimony.

MR. POND: Yeah, that too.

THE WITNESS: Yes.

BY MR. CHIN:

Q Do you know whether or not after 1970 Abex or American Brake Blok was the only supplier of asbestos-containing friction material to Rayloc?

MR. JACKSON: Overbroad.

THE WITNESS: They were not.

BY MR. CHIN:

Q Who else was there?

MR. POND: Asked and answered.

MR. JACKSON: Vague as to time. Overbroad as to time.

MR. POND: Go ahead.

THE WITNESS: Bendix as a fill-in, Thermoid as fill-in.

BY MR. CHIN:

Q Hang on. What was that second one?

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A Thermoid.

Q Who else?

A Certified Brake as a fill-in for back orders.

Q Anybody else?

A That's all I can recall.

Oh, Hemisphere.

Q Who?

MR. LEWI: How do you spell Thermoid?

THE WITNESS: T-h-e-"o"-m-o-i-d.

MR. LEWI: Thank you.

BY MR. CHIN:

Q Thank you. Needed that.

When you say that they were fill-ins, does that mean they will be used if Abex wasn't available?

A Correct.

Q Previously you described this as being -- before I get to that, strike that. Do you recall prior interrogatory responses back in 2001 that lists as many as 22 or 24 different suppliers of asbestos-containing friction materials supplied to Rayloc? This is after

.

MR. JACKSON: Vague and overbroad as to "friction products," vague and overbroad as to time, assumes facts.

MR. POND: Those things and also argumentative.

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So I'll join and state argumentative.

Go ahead.

THE WITNESS: Those would apply to clutch products, not brake products.

BY MR. CHIN:

Q So there were as many as 22 or 24 different suppliers of brake and clutch products to Rayloc after ?

MR. POND: Objection. Compound.

MR. JACKSON: Join. Vague and overbroad as to time.

THE WITNESS: I do not know the exact count, but I will tell you, yes, there was more than a dozen.

BY MR. CHIN:

Q So after nine -- after the year 1970, Abex was not the exclusive supplier of asbestos-containing friction products to Rayloc, was it?

MR. POND: Objection. Argumentative and misstates prior testimony, asked and answered, vague,

overbroad.

MR. JACKSON: Vague and overbroad as to time, vague and overbroad as to friction products. Join in other objections.

MR. MANSOURIAN: Join in all the objections.

THE WITNESS: They were the primary supplier during that time.

BY MR. CHIN:

Q Understood. But they were not the exclusive supplier?

A They were considered the primary supplier.

Q There is a difference between "primary" and "exclusive"; correct?

A 99 percent.

Q But it's not 100 percent; right?

A 99.9 percent but --

MR. JACKSON: Argumentative. Asked and answered.

BY MR. CHIN:

Q We'll get into the 99 percent part in a minute.

MR. POND: 99.9.

BY MR. CHIN:

Q There were other suppliers after 1970; correct?

A Yes.

Q So that means that Abex was not the exclusive

or the only supplier?

A Yes.

MR. POND: Calls for a linguistic expert and calls for expert conclusion.

MR. JACKSON: Asked and answered.

MR. CHIN: Does that mean I'm not a linguistic

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expert?

MR. POND: I don't know. Maybe you are. And I don't mean to insult Mr. Le Cour. I know I'm not a linguistic expert and I would need help.

MR. CHIN: That's all right. English is not my first language.

MR. RILEY: Off the record.

(Discussion held off the record.)

BY MR. CHIN:

Q This is true that Abex or American Brake Blok was not the exclusive -- this is true with regard to the professional quality Rayloc brakes?

A No. They were the exclusive on the professional quality.

Q And what do you base that on?

A Well, they were the supplier.

Repeat your question.



Q Was Abex or American Brake Blok the exclusive supplier of the professional quality Rayloc friction materials after 1970?

A No.

Q Okay. There were other suppliers of the professional quality as well?

A We're back to the 99.9 percent.

Q But there were other suppliers?

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A Yes.

Q That's true of the standard quality?

A Yes.

Q That's true of the economy quality?

A Yes.

MR. JACKSON: With those same percentages in mind?

THE WITNESS: Yes.

BY MR. CHIN:

Q All right. Of the more than a dozen other suppliers that supplied asbestos-containing friction materials after 1970, can you break it down according to

percentages?

A No.

Q Now, according to you, it's 99.9 percent Abex or American Brake Blok. So does that mean there is a .1 percent divided between the over dozen other suppliers?

A Yes. Different product lines. Each product line is on its own; so we didn't use the same for all the product lines like Abex. We actually -- Abex was -- Abex was so close to being a blood relative with us, we use their product exclusively.

MR. RILEY: For?

THE WITNESS: For brakes and disc pads.

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MR. CHIN: Move to strike as nonresponsive.

Q Again, we've already gone through the fact that Abex was not the exclusive supplier.

MR. RILEY: Counsel, I'm going to object to your questions in that you are using the term "friction products." And the witness has said to you on multiple occasions that the exclusivity that he's referred to with American Brake Blok relates to linings for brake shoes and disc brakes, not clutch faces. Clutch faces are also friction products. He said several times that

the other suppliers referred to in those answers to interrogatories related to the clutch facings. Now you keep trying to turn it around and just repeating it over and over. It's been asked and answered. I don't know that you understand his answers.

BY MR. CHIN:

Q Of the 99 percent of the asbestos-containing friction products, do you know what percentage of that is clutches as opposed to brake linings?

A No.

Q So to the best of your knowledge it could be percent or all of it was clutches?

MR. POND: Objection. Vague, ambiguous, misstates prior testimony, argumentative, overbroad, unintelligible.

MR. JACKSON: Vague, overbroad, unintelligible.

BY MR. CHIN:

Q Well, Mr. Riley has just informed us that you don't understand what friction material is, and it could encompass both clutches and brake linings.

MR. RILEY: I'll object to your characterization. I said you, Counsel, don't understand. Mr. Le Cour understands.

MR. CHIN: I'm trying to get clarification from the witness.

Q Do you know what percentage of friction materials sold by Abex was -- I should say which percentage of that 99 percent was referring to clutches as opposed to brake linings?

MR. POND: Misstates prior testimony. Apples to oranges. The 99 percent is brake product -- -some percent is brake product by brake product by line as the witness said. The merger of friction products is not any -- has nothing to do with that percentage. It's apples to oranges.

BY MR. CHIN:

Q When you say 99 percent, what are you referring to?

A I'm referring to brake products because they -- they were the primary supplier. But if you get over

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into the clutches, we bought from several entities over there. That's where you come up with your dozen or so. Because you either would buy -- you would buy the facing alone, or you would buy the line disc. And in a lot of the cases we bought from the original manufacturer.

Q To the best of your knowledge was Bendix a supplier of brake products?

MR. MANSOURIAN: Objection.

THE WITNESS: What time frame?

BY MR. CHIN:

Q After 1970.

MR. MANSOURIAN: Vague and ambiguous.

THE WITNESS: After what?

BY MR. CHIN:

Q 1970.

A Yes.

MR. POND: And, again, let's be clear.

BY MR. CHIN:

Q They don't supply clutches, do they?

A What? Bendix?

Q At least to Rayloc.

A No.

Q How about Thermoid?

MR. POND: I need to interpose an objection. I

assume that the question meant that they, Bendix, were a

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supplier of brake products to Genuine Parts Rayloc

division. And because -- the way I heard the question

is is Bendix a supplier of brake products, and I wanted

to make it clear that you're asking this witness -- he's not talking market share of the world or anything else. He's talking about --

MR. CHIN: The witness answered the question.

MR. JACKSON: I also will belatedly object that this has been asked and answered.

BY MR. CHIN:

Q How about Thermoid?

A Thermoid.

Q Thermoid, sorry.

A What is the question, though?

Q Were they a supplier of brake products or clutches?

A Both.

Q Both. And how about Certified Brake?

A Brake product.

Q Not clutches?

A Not clutches.

Q How about Hemisphere?

A Disc brakes only.

Q But not clutches?

A Not clutches.

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Q And they were part of the more than a dozen

other suppliers besides Abex; correct?

MR. POND: Of what?

MR. JACKSON: Vague.

BY MR. CHIN:

Q Of asbestos-containing friction materials.

MR. JACKSON: Vague and overbroad as to time.

Vague and overbroad as to friction materials. Asked and answered.

MR. POND: All of those and not calculated to lead to admissible evidence.

THE WITNESS: Repeat your question.

BY MR. CHIN:

Q The companies I just named -- Thermoid, Bendix, Certified Brake, Hemisphere -- they supplied brake products, not clutches; correct?

A Thermoid supplied both. The other ones were brake products.

Q And these companies were part of the more than a dozen companies that supplied Rayloc with asbestos-containing friction materials other than Abex; correct?

MR. JACKSON: Vague and overbroad as to time. Vague and overbroad as to friction materials. Asked and answered.

MR. POND: Join in all of those.  
Go ahead.

THE WITNESS: They -- the other ones were primarily in the clutch disc area, not in the brake shoe area -- or the disc brake area.

BY MR. CHIN:

Q You just said that Certified Brake doesn't supply clutches?

A Right.

Q And Hemisphere doesn't supply clutches?

A Right.

Q They supply brakes?

A Yes.

Q So when you testified that there were more than a dozen other suppliers of friction materials, you're not referring to just clutches, you're referring to brake products as well; correct?

A No.

Q So are you saying that Certified Brake and Hemisphere aren't other suppliers?

A No. They supplied the fill-ins on the brakes just like the Bendix.

Q Okay.

A Okay. Just like Bendix was. Those -- they did not have a full-blown line that we say, hey, this is all Hemisphere.



Q I understand that. I understand that they were -- that Abex was the primary supplier.

A Yes.

Q And I understand that there have been fill-ins?

A Yes.

Q Okay. My question is fill-ins constitutes other suppliers; right?

A Yes.

Q Do you know how often, let's say per year, these fill-ins would be required?

A I do not.

Q Can you give a percentage?

A I said earlier the whole thing would be percent or less. Very miniscule.

Q Walked into that one.

Have you ever reviewed any documents that show what percentage of Abex asbestos-containing friction products was sold to Rayloc?

A No.

Q Ever spoke to other people that gave you that information?

A No.

Q What's the basis of this 99 percent assessment?

MR. POND: Objection. Asked and answered.

Vague, ambiguous.

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Go ahead.

MR. JACKSON: Join.

THE WITNESS: Basically you had to have a change in procedure. When you wanted to substitute, and on that change in procedure, it would be that, okay, we're going to use 500 pieces, we're going to use 1,000 pieces, or 200 pieces -- that's basically it. So that's where I'm giving you -- based on our volumes that -- because they varied all these years now. But you didn't -- let's put it this way: If you walk through our parts supply area, you would only see Abex boxes. You would have to go hunt for these other boxes.

BY MR. CHIN:

Q Let me ask it this way: 99 percent is a calculation, the percentage is a calculation; correct?

A Sure. Yes.

Q It will require you to know the total amount of asbestos-containing friction products sold; correct?

MR. JACKSON: Argumentative. Assumes facts.

THE WITNESS: No.

MR. POND: Misstates prior testimony.

Estimate.

THE WITNESS: It was just --

BY MR. CHIN:

Q I guess my question to you is do you have any

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raw data to support this 99 percentage?

A No.

Q Raw data being calculating, adding up sales  
invoices?

A No.

MR. JACKSON: I'll just object to the  
characterization of raw data as unintelligible, vague  
and overbroad. If only my job were that easy. Hand me  
those percentages.

BY MR. CHIN:

Q You also testified that if you walk through a  
store, you would see mostly Abex?

A If you walk through our parts supply to our  
production area where we had our component parts before  
they were put on to a brake shoe, you only saw Abex  
boxes. You would have to hunt to find other brand  
boxes.

Q And what timetable would this be?

A Up until today. I mean -- I say till today, up until the eighties.

Q So from 1971 to the eighties when you started?

A Oh, as far as I know personally.

Q Yes.

A Would be '71 -- excuse me -- well, I'll make it '71 because, again, the month training I was there, you observe and they indoctrinated you on American Brake Blok being the best and they show you when you walk through, that's all you saw, American Brake Blok, American Brake Blok.

Q Is this a supply house that you're referring to?

A It's our parts department.

Q And where is this located?

A Each plant has a parts department where you have your raw materials -- I say raw materials, your components for assembly.

MR. POND: Each Rayloc plant?

THE WITNESS: Yes. Each Rayloc plant, yes.

BY MR. CHIN:

Q All five plants?

A Yes.

Q Have you been to all five plants?

A Numerous times, yes.

Q Have you been to all five supply houses in each plant?

A Oh, yes.

Q Have you gone through and tallied or viewed which boxes are Abex boxes in each supply house and each plant?

A I have no reason to do that, no.

Q After 1970, are you aware that Rayloc or Genuine Parts Company sold asbestos-containing friction  
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materials in the 1970s?

A Yes.

Q It sold it in the 1980s?

A Yes.

Q And would you say it sold it in part of the  
s as well?

MR. POND: I'm sorry, what was the question?

MR. CHIN: Can I have the question read back.

(The record was read as follows:

"After 1970, are you aware that

Rayloc or Genuine Parts Company sold

asbestos-containing friction

materials in the 1970s?")

MR. POND: And then the eighties and then the  
nineties.

MR. CHIN: Part of the 1990s.

THE WITNESS: Yes.

BY MR. CHIN:

Q I believe your prior testimony is Rayloc or  
Genuine Parts Company started to transition away from  
that in the mid-1990s?

A No.

MR. POND: Assumes facts not in evidence.

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Misstates prior testimony.

MR. LEWI: I don't think he ever said that.

THE WITNESS: No.

BY MR. CHIN:

Q Was there a time period in which they  
transitioned away from asbestos-containing friction  
materials?

MR. POND: Objection. Vague and ambiguous as  
to "transitioned away."

THE WITNESS: In the mid-eighties.

BY MR. CHIN:

Q Mid-eighties. Do you know the specific year by any chance?

A No. Because, again, it was a transition period.

Q I understand. How did this transition begin?

A They, "they" being Abex, said we're getting out of the asbestos business. Here we have a replacement material for it. Go out and test it. And we looked at it, and it looked like used oats compared to the appearance of what the asbestos product was. So they had to go back and improve on the cosmetic of it first.

Then we started doing our vehicle testing and found out that this material was not stable. So, again, where they said we're going to start supplying ten

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numbers or five part numbers with it, they had to roll it back and go back to asbestos. So that's how this transition took place. It just wasn't across the board.

Q Was a decision only made by Abex, or was there also input by Rayloc or Genuine Parts Company?

MR. POND: I'm sorry, about what?

MR. CHIN: Stopping the use of asbestos-containing friction products.

MR. POND: Who is stopping? Are you asking about Abex is stopping or are you asking about Rayloc?

MR. CHIN: That's the question.

Q Was it a joint decision, or was it just Abex's decision?

MR. JACKSON: I join in the objections.

MR. POND: Yeah. I don't even know how to make an objection. I'm just trying to --

MR. CHIN: That's because there isn't one.

MR. POND: Well, yeah.

MR. RILEY: Kind of up there with "when did you stop beating your wife?"

MR. POND: It assumes facts not in evidence and it's vague and ambiguous.

BY MR. CHIN:

Q If you can answer.

A We felt that the product we were producing that had asbestos -- "we" being Rayloc -- was a safe product because of the way we packaged it and delivered it and told you what to not do -- you know, don't do this to it. We were not interested at that time, other than if you did have a product that was equal to it, just because of the bad -- say the bad media that it got, we then took the posture, well, okay, we want to be one of



the pioneers, and we'll go along with your decision, but we're just not going to let you switch today and go over percent to nonasbestos, and thank God we didn't.

Q The thing I'm trying to find out, Mr. Le Cour, is was there some sort of board meeting room or some sort of meeting whereby Rayloc and Abex got together and said, you know, we're not going to sell any more asbestos-containing friction materials?

A Yes.

Q Okay. And do you know when that was?

A I don't know the exact day or year, but I do know that, yes, they had a meeting of the minds of the John Aderholds, myself, purchasing agents -- they came and explained that they're going to get out of this business.

MR. RILEY: Who is "they"?

THE WITNESS: Abex.

MR. POND: And for the record, we have located

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two letters that relate to this issue, and at some point I'm going to show them to Mr. Le Cour to refresh his recollection, but I can let you see those.

MR. CHIN: Okay. Thank you.

MR. JACKSON: And I just object that this has been asked and answered a number of times.

MR. POND: True.

MR. LEWI: Join.

MR. MANSOURIAN: There is a stipulation on that.

BY MR. CHIN:

Q You were present at that meeting?

A Several meetings.

Q Do you recall who from Abex was present?

A No.

Q Was there other people from Rayloc who were present?

A Yes.

Q And who were those?

A John Aderhold, Toby Moore, Joe Benator, B-e-n-a-t-o-r, myself --

MR. POND: And others?

THE WITNESS: And others.

BY MR. CHIN:

Q Let me switch topics here. Was 2001 the date

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or the year in which Rayloc or Genuine Parts Company stopped selling asbestos-containing friction materials?

A Stopped -- 2001 we stopped producing asbestos friction materials. We only had around seven numbers left.

Q And whose decision was that?

MR. POND: Objection. Calls for speculation.

THE WITNESS: It's when we finally got the formula that worked on those as equally as well as the asbestos. It was just part of the transition to get out

of it.

BY MR. CHIN:

Q Okay. Between 1970 and the mid-eighties, is it your recollection that the percentage of asbestos-containing friction materials supplied to you by Abex decreased?

MR. POND: Objection. Overbroad. Vague and ambiguous as to time.

THE WITNESS: Don't -- I don't know that.

BY MR. CHIN:

Q Okay. During that time period, that being 1970 to mid-eighties, do you know what the percentage of friction materials supplied by Abex was?

A The 99.9 percent.

Q During that entire time period?

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A Yes.

Q And during that entire time period the percentage didn't change at all?

A I'm using that -- I could be over. It could be .2 percent instead of less than 1 percent. But they were the primary supplier of those friction materials that we used, "we" being Rayloc, on our brake shoes.

Q Let me just ask you this as plain and simply as I can. The 99 percent -- is that a best estimate or do

you know that for a fact?

A Estimate.

Q That's based on your experience with the company?

A Based on my experience with the company.

Q Let me ask you this: To the best of your knowledge since Abex stopped supplying asbestos-containing friction products around the mid-eighties -- I believe you put it at 1981, '82; is that correct?

A Yes.

Q Since they stopped supplying Rayloc and Genuine Parts Company with asbestos-containing products in the mid-eighties, Rayloc continued to sell asbestos-containing friction products after that. Isn't that correct?

A Yes. There was nothing wrong with the product.

Q Okay. And the reason why is because nonasbestos-containing friction materials didn't comport with your model?

A They were not safe.

MR. POND: Objection. Misstates prior testimony. Go ahead.

THE WITNESS: In a laboratory they could get it to work. On a production basis, it didn't work

consistently, and you would crack and crumble, and they would literally fall off. So it was because the material wasn't suitable for production environment. That's the nonasbestos.

BY MR. CHIN:

Q So there is about an 18- to 19-year period whereby Rayloc sold non-Abex asbestos-containing friction materials?

MR. POND: Objection.

BY MR. CHIN:

Q Would that be accurate?

MR. POND: Well, vague and ambiguous.

Overbroad.

MR. JACKSON: Join.

THE WITNESS: If you're going to take it from the eighties up to 2001 --

BY MR. CHIN:

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Q Yes.

A -- yes.

Q Again, that would be an estimate; right?

A Yes.

Q These other -- I want to say others. When I say "others," I mean other than Abex. These other asbestos-containing friction materials -- at that time

Rayloc knew they contained asbestos; correct?

A Yes.

MR. CHIN: I don't have much to go.

MR. LEWI: Famous last lawyer words. Just do what you need to do. We've all said it, and three hours later we're still talking.

MR. JACKSON: I've said it multiple times in the last couple days.

BY MR. CHIN:

Q Are you okay? You need a break?

A No, I'm fine.

Q I want to talk to you a little bit about NAPA jobbers. These are independent entities; is that correct?

A Yes.

Q As in they're not owned by Genuine Parts Company?

A Yes.

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MR. POND: Yes, they are not owned by Genuine

Parts Company.

THE WITNESS: I thought that's what the question was.

MR. POND: I thought it was too, but that yes just caused me some confusion.

BY MR. CHIN:

Q Just so we have a clear record, the jobber or the stores are not owned by Genuine Parts Company; correct?

A Yes. There are company-owned stores.

Q Right.

A But, again, we're going to go back to our percentages. The majority of a NAPA jobber outlet is independently owned.

Q Okay. And when you say "independently owned," that means they make their own decisions about which products to buy to sell?

A Yes.

Q That could mean Abex?

A Yes.

Q It could mean other suppliers?

A Yes.

Q It could mean -- strike that. They also make their own decisions about which facilities or which

locations to purchase friction materials from?

A Yes.

Q Genuine Parts Company has no say in that, do they?

A No. To the independent jobber, no.

Q Now, I believe Mr. Jackson previously described that there was a benefit to being in the NAPA system; is that correct?

A Yes.

Q Can you give a percentage of how many jobbers or stores used NAPA as a supplier of products as opposed to other ones?

A No.

Q To the best of your knowledge, jobbers are not required to purchase a certain quantity of NAPA-brand products, were they? Like there is no quota?

A There is no quota. There is no quota. But I have read where they said we would like -- in order for us not to put another store in your town, we would want to have 76 percent of your purchases. And that was by Wilton Looney.

Q I understand that that is what they want. My question is are they required to purchase 76 percent?

A There is no written requirement.



Q So if a jobber or individual store decides to purchase only 50 percent, will they no longer be in the NAPA system?

A No. They would still be in the NAPA system. But based on car registration in their area and the classification department that we have, we say, well, X amount of dollars should be generated from this one particular area, and we're not getting it. So they would come to you and say, look, we need to be able to get more dollars out of here. Are you interested in putting another store in, and if you said no, then they would go and sell someone else.

But normally the deal was if you were in that town and you were loyal to Genuine Parts Company, they would not sell to any other person that wanted to buy a NAPA store in that surrounding area.

And if there was a town next to your town, it could be 15 miles away, they would go to that jobber and say you want to put a store in that town, and he could do so.

Q So the 76 percent is encouraged?

A Yes.

Q But it's not required?

A No.

MR. JACKSON: Can I ask a clarification on just

this line, Counsel.

MR. CHIN: Sure.

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#### FURTHER EXAMINATION

BY MR. JACKSON:

Q To understand, I'm a NAPA jobber and I'm not buying enough parts through the distribution center.

Genuine Parts would likely say, look -- strike that.

The concern of the NAPA jobber is that Genuine Parts may decide, well, we're going to have to approach another customer to become a NAPA jobber, and that may be the competition for me, the NAPA jobber; right? That is the concern?

A That is right, yes.

Q So Genuine Parts -- not the independent store, but Genuine Parts, in their mind, look to this number of percent from their perspective of -- in other words, where does that 76 number come from from Genuine Parts?

A From what your trade area should generate, out of that area buying parts from them; so they say we would like to have at least 76 percent of your purchases, umbrella.

Q And you say Wilton --

A Wilton Looney.

Q -- Looney -- is that something that he had kind of put in place at some point in time, that number?

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A It was in an interview in Atlanta journal.

Q Okay. Do you have an understanding as to how long Genuine Parts Company kind of used that as their benchmark for -- they would like to see jobbers up to that number, or maybe they're going to start looking for another NAPA jobber in that area?

A It was really based on -- each decision is based on the general manager of that distribution center and his relationship with his customers.

The percent that he uses is -- that -- I don't know of it being in concrete. But if you go into a store and again you see dwindling NAPA stuff looking at you and it's competitive, then that's when they want to come and talk to you. Again, there is no threat because we give good service. We have factory men that come in and go out and help you sell the product; so we give the full package.

Q Okay. So let's just disregard the number.

That general practice is how it's always been from the mind-set of Genuine Parts with their distribution centers; right?

A Yes.

Q And this number was just something that Mr. Looney in particular had said this is the benchmark that he personally thought of?

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A Yes.

Q How long ago did Mr. Looney have that out there, that 76 percent number?

A Eighties. Again -- yeah, in the eighties.

Q And does that at least -- even though I know it's Mr. Looney putting it out there, does that number sound generally consistent to you in terms of the estimate in how custom and practice of Genuine Parts stores operated in terms of wanting their NAPA jobbers to use to buy from their distribution center?

MR. CHIN: Lacks foundation, calls for speculation.

THE WITNESS: Up until the time I read this article, there was no discussion of any percent that they had to buy. And even after that, it was an interview. And I said, oh, that's the first time I ever

saw anybody say anything, and nobody is going to challenge Wilton Looney. He is just giving it -- yeah, well, we would like to see at least 76 percent. That doesn't mean that if you're not giving 76 percent or we're going to cut you off if you have 75 percent.

BY MR. JACKSON:

Q Right. It's not an absolute line.

A No. No. It was just a figure that I'm sure he threw out in the interview when somebody asked him the question.

Q Does Mr. Looney's figure sound loony?

MR. RILEY: Objection to the form of the question.

BY MR. JACKSON:

Q Does it really sound out of line with kind of how the Genuine Parts distribution centers thought in terms of supplying their NAPA jobbers?

A I would think so, yes. Depends on what part of the country that you go to. Again, you had -- we called them line jobbers. A line jobber would take on just like Balkamp, they would take on Echlin Ignition, but they wouldn't take on Rayloc? Why? Because they had a W.D. distributorship on clutches and brakes and water pumps; so we didn't get any of that business. But yet here they're selling NAPA, and we can't sell anybody

else in that town, but Rayloc doesn't sell any brake shoes or disc pads or clutches.

Q Okay. So if I hear what you're saying is generally Mr. Looney's statement -- it's just the issue that you have is trying to put an actual number on it as opposed to the concept itself?

A Yes.

MR. JACKSON: Got it. Okay.

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#### FURTHER EXAMINATION

BY MR. CHIN:

Q Getting back to the jobbers, since they were independent entities, they were also free to use competitive brands; is that correct?

A Yes.

Q Do you know whether or not stores or jobbers would normally use competitive brands? Let's say AutoZone, or something else?

MR. POND: Objection. Overbroad, vague, ambiguous.

THE WITNESS: As far as stocking another brand in their store, it wouldn't be AutoZone. They wouldn't have the name AutoZone on it.

BY MR. CHIN:

Q Just using it as an example?

A Just like mine was an example. But, yes, they would go out and buy Bendix, they would go out and they would buy BorgWarner.

Q When a jobber or a store does this, using a competitive brand, are they required to notify NAPA or Genuine Parts Company?

A No.

Q Is there any way for Genuine Parts Company or Rayloc to keep track of whether or not they're meeting  
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this 76 percent recommendation?

A Yes.

Q And how would that happen?

A The salesman goes in the store. He observes, he goes back to the distribution center, says, hey, I saw brand X up on the shelf. Why? And then again they build these personal relationships, and the guy turns to him and says, look, I get another 15 to 18 percent off. That helps pay for my counter people.

Q Do you know what the term "precision materials"

is?

A Precision materials?

Q Yes.

A I know what the word "precision" means.

Q Let me ask you this: Do you know whether or not precision materials means components or materials? That doesn't require any cutting, any grinding, any filing, anything like that?

A Oh, yes. If you're talking about fitting something to something, just like a shoe size, yes, you can have a precision fit. And that's what we -- that's what we promoted was the way in which our grinders controlled what we removed off of that friction material, it was on a precision grinder. Precision grinder is it's repeatable and you don't have a variance

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of more than 1,000ths of an inch from one end of the lining to the other. That's a precision ground piece of material.

Q To the best of your knowledge, Abex asbestos-containing friction materials supplied to Genuine Parts Company or Rayloc -- they were precision materials; right? Which means that they did not require any cutting, any grinding, any filing, anything like



that?

A No.

Q What is your understanding?

A My understanding is it comes to us and they put on -- they put on -- depending on what shoe now, but anywhere from 15 to 25,000ths more friction material; so that we can make a precision grind once you put it on the shoe. But they did not send us a precision product.

Q I understand that. I'm talking about the outgoing product.

A Well, Abex didn't supply the outgoing product. We put it on there under our brand. They had their name on the label but --

Q I'm talking about the product that is sent out to the distribution center and then sent to the jobbers.

A That's what I'm talking about.

Q Okay. When it gets boxed, when it gets shipped to the distribution center --

MR. RILEY: By? By whom?

THE WITNESS: By Rayloc.

MR. RILEY: No, let him finish his question.

MR. CHIN: By Rayloc.

Q When it gets sent out to distribution centers and eventually to the jobbers, they're already packaged; correct?

A Yes.

Q And that particular product -- is that a precision material?

A Yes.

Q Okay. And it doesn't require any more filing?

A No.

Q Doesn't require any more grinding?

A No.

Q Doesn't require any cutting?

A No.

Q Doesn't require any arcing?

A No.

Q Doesn't require any sanding?

A No.

Q You can just install them into the vehicle?

A Yes.

Q I believe your prior testimony was that you

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actually trained people in what's called clinics that the friction materials don't require any grinding at all?

A Yes.

Q Do you recall how many times that happened?

A Hundreds.

Q Hundreds. And this is in California?

A No.

Q Colorado?

A No.

Q Alabama?

A Yes.

Q Okay. Any other areas besides Alabama?

A Florida; Mississippi; Louisiana; Texas;

Oklahoma; New York; Omaha, Nebraska; Phoenix, Arizona.

Q The precision grinding that takes place -- that takes place at the Rayloc facility; is that correct?

A Yes.

Q Can you describe approximately where in the Rayloc facility?

A That would be prior to being boxed.

Q Right. But where does the grinding take place? Is it in a specific room called a grinding room?

A It's on a production line. So it's on a production line, and the product flows down this line,

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and it stops at each work station, and certain jobs are

performed. Then it goes down and here I'm the grinder operator. And I take it, and I put it on the machine. My machine is set up, and then I grind it. And then, of course, you know, we have an inspector that inspects it afterwards, and then over this downdraft table that I told you about -- he would wipe it off and make sure that there was no dust left on it.

Q That's that vacuuming process; correct?

A That's that vacuuming process because dust creates noise, and we don't want the brakes to be squealing.

Q The grinding process you describe -- would you consider that a controlled environment in the facility?

A Oh, yes.

Q Very controlled?

A Well, where we can meet O.S.H.A. requirements, sure.

Q Are the workers wearing respirators or respiratory protection?

MR. POND: Asked and answered.

THE WITNESS: As far as asking me did we ever have anyone operating grinders that wore respirators, the answer is no.

BY MR. CHIN:

Q Any kind of protection at all? I'm not just talking about for the face, but --

A No, none.

Q Is there ventilation? I'm not sure if this has already been asked, but is there ventilation?

MR. RILEY: He's said several times there are downdraft tables.

BY MR. CHIN:

Q And I just don't recall.

A Downdraft tables, as well as suction tubes, are controlling the product -- let's say the waste that is coming off of the friction material.

Q Let me switch gears here.

MR. LEWI: Can I ask a follow-up question out of morbid curiosity? The material that gets trimmed at the Rayloc facility -- does it get reused? What happens to it?

THE WITNESS: No. We have a contract to -- you know, that you have to bag it -- 8 mil bags, double bag it, and, actually, put it in double barrels and it went off to a proper disposal site.

MR. LEWI: Thank you.

BY MR. CHIN:

Q Let me switch gears here. Genuine Parts

Company and Rayloc -- they sold remanufactured clutches as an asbestos-containing friction product --

THE REPORTER: Wait. Wait. Wait. You need to slow down.

MR. CHIN: Okay. Do you need a break by any chance?

THE REPORTER: No. Just go.

MR. MILANFAR: Can we go off the record?

MR. RILEY: Five minutes?

MR. MILANFAR: That would be wonderful.

(Recess.)

BY MR. CHIN:

Q To the best of your knowledge, Genuine Parts Company and Rayloc sold remanufactured clutches that contained asbestos-containing friction materials in it as well; right?

A Yes.

Q And these -- to the best of your knowledge, they were primarily supplied by Raybestos Manhattan and H.K. Porter?

A Raybestos Manhattan getting the majority, and H.K. Porter.

Q When you say "majority," can you give a percentage?

A Don't have a percentage. Just know they were the primary, and I'm the one that got H.K. Porter back

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in, but some people didn't --

Q When you say "primary," does that mean 99.9 percent?

A Don't have a percent.

Q To the best of your knowledge, asbestos-containing friction materials were not sold exclusively with brakes at jobbers in stores; correct?

A Yes.

Q They also sold with clutches?

A Yes.

Q Any other materials besides clutches that you are aware of?

A Yes.

MR. JACKSON: That constitute friction materials containing asbestos?

MR. CHIN: Correct.

THE WITNESS: That constitutes what?

BY MR. CHIN:

Q Friction materials with asbestos in it.

A None that I'm aware of.

Q So brakes and clutches?

A Yes.

Q Do you know one way or the other what percentage of the friction materials were brakes or clutches sold at jobber stores?

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A No.

Q So at some stores there could be more clutches sold than brakes?

A Could be, but I don't know that.

Q Okay. And some stores it could be more brakes than clutches?

A Could be, but I don't know that.

Q And to the best of your knowledge you don't keep track of the quantities sold at each store?

A No.

MR. LEWI: Who is the "you" you meant there?

BY MR. CHIN:

Q That being Genuine Parts Company and Rayloc; is that your understanding?

A Yes.

Can I inject something? I do know --

Q Okay. Go ahead.

A I do know that you sell more brakes than you do clutches.

Q In a particular region or in general?

A In general, if you go to your production department, you have more people in the brakes than you did in the clutches because you had to produce more; so you had your production quotas.

Q Right. Because not all cars have manual



transmissions; correct?

A Right.

Q But in the state of California, do you know if  
it was more brakes or clutches?

A Brakes.

Q That's your best estimate on --

A I know. Brakes.

Q All right. In preparation for your deposition,  
did you review any documents besides deposition  
transcripts that you previously described?

A No. No, wait a minute. For this deposition?

Q Yes.

A No.

Q You said that you reviewed depo transcripts.  
Can you tell me which depo transcripts you reviewed?

A No.

Q Do you remember the caption?

A No.

MR. POND: Were they yours?

THE WITNESS: Yes.

BY MR. CHIN:

Q Do you know when -- do you know the date of  
these deposition transcripts, or when they were taken?

A No.

Q Do you know whether or not it was for a prior asbestos case?

A Yes.

Q How many prior depo transcripts did you review in preparation for this deposition?

A Two.

Q California cases?

A No.

Q Atlanta?

A I don't know on that. I know it wasn't anything in California.

Q Can you give a best estimate as to how long ago these depositions took place, the transcripts that you read?

A Years.

Q How many years? More than five?

MR. RILEY: Well, for the record, I think he's shown that he was deposed in '98, '99, 2001, and 2006.

MR. JACKSON: And it's been asked and answered.  
BY MR. CHIN:

Q What is the purpose for you reviewing your prior deposition transcript?

A Just to be familiar with what type of questioning that you might come up with and just to

refresh my memory.

Q Did you take any notes as you were reviewing

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these transcripts?

A No.

Q Make any highlights?

A No.

Q Any markings or little notes on the side of the transcripts?

A No.

Q Do you know whether or not the transcripts that you reviewed, the two transcripts are part of the boxes of documents being produced here today?

A Yes.

Q You don't know where it is?

A In those six boxes, no, I don't know where it is. It's over there somewhere.

MR. CHIN: Counsel, can you stipulate to that?

MR. RILEY: Yeah, the transcripts -- all of the G.P.C. transcripts are in the box.

BY MR. CHIN:

Q Okay. Are these transcripts -- do you keep them personally or were they provided you specifically -- provided to you specifically for this

deposition?

A It's some that I had. That I had. I normally don't keep the depositions, but I had these.

Q Is there any particular reason why you kept

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these particular two?

A I forgot I had them.

Q Did you speak to any witnesses -- now, I'm not talking about your attorneys -- in preparation for this deposition?

A No.

Q Did you speak to Mr. Kennedy?

A No.

Q When was the last time you spoke to Mr. Kennedy if at all?

A Who is Mr. Kennedy?

Q Do you know who Ross Kennedy is?

A Oh, yes. I did not speak with Ross at all prior to coming to California.

Q When was the last time you spoke to Mr. Kennedy?

A Last night.

Q Personally or via telephone?

A Personally.

Q Was it at this hotel?

A No.

Q Where was it?

A He was going in the airport and I was coming out of the airport. I said have a safe trip home.

Q Was this an arranged meeting?

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A No.

Q Were you at the same airline terminal?

A Yes.

MR. RILEY: For the record, I drove Mr. Kennedy from here to the airport. And since Mr. Le Cour was picking up -- coming in, I picked him up. Full-service law firm.

BY MR. CHIN:

Q How long was your conversation with Mr. Kennedy last night?

A Shook his hand, said, well, you're still together, have a safe trip home. Because he had to go catch his plane.

Q My next question is what conversation did you

have? What was the substance of the conversation?

A How are you? Haven't seen you. I've got to come out here to see you?

Q Nothing was discussed about this case, was it?

A No.

Q Besides Mr. Kennedy, do you recall speaking to anybody else in the last week about this case? Strike that.

MR. RILEY: Other than counsel.

THE WITNESS: No.

MR. POND: And your wife to tell her that you were coming out to California?

THE WITNESS: Yes.

MR. RILEY: And your daughter that you were missing her birthday party?

THE WITNESS: And expecting a big gift too.

MR. CHIN: Understand.

THE WITNESS: Yes.

BY MR. CHIN:

Q Did you ever speak to Mr. Jackson, plaintiffs' counsel --

A No.

Q I'm talking about prior to this deposition beginning.

A No.

Q Any phone communications?

A No.

Q Written correspondence?

A No.

Q At any time during any of the breaks we've taken during this deposition did you have any conversations with Mr. Jackson?

A No.

Q Have you ever had any communication with anybody from the Keller, Fishback & Jackson law firm?

A No.

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Q Have you spoken to any other attorneys except for yourself in this lawsuit regarding this case?

A No.

Q Have you ever been to an Abex facility?

A Yes.

Q This is in Virginia?

A Yes.

Q How long ago was this?

MR. POND: Assumes facts not in evidence as to it being one visit.

Go ahead.

THE WITNESS: Ten years.

BY MR. CHIN:

Q Starting in 1998?

A Yes.

Q How many facilities did you visit?

A Actually two.

Q Besides Winchester, Virginia, where was the other one?

A Manawa, Wisconsin. The train wheel is there. The train brakes. That was prior to ten years. It was like 15 for that place. Closed it up.

MR. POND: Choo-choo trains, like railroads?

THE WITNESS: Choo-choo, uh-huh.

BY MR. CHIN:

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Q Do you recall what the purpose of the visitations were?

A Yes.

Q What was it?

A To discuss friction materials that we were having problems with.

Q Okay. Now, since it was -- the oldest one was



, this was during the period in which Abex was no longer supplying any asbestos-containing friction materials; is that correct?

A Oh, for that visit, yes. But I've been there many times.

Q Okay.

A And my primary time for visiting was to discuss product. My reason in 1998 was that they wanted to supply us with friction material that they were supplying Ford, and I was seeing the process that they were using for Ford.

Q Ever communicate or speak to anybody from Abex?

A Have I ever spoken with anybody?

Q Yes.

MR. POND: Asked and answered.

THE WITNESS: Yes.

BY MR. CHIN:

Q When was the last time?

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A I don't recall.

Q Was it more than ten years ago?

A No. It wouldn't be more than ten because I was there; so it would have to be less than that.

Q More than five years ago?

A I don't recall.

Q Do you recall who you spoke to?

A No.

Q Do you remember what the nature of the conversation was?

A Yes.

Q What was it?

A Ford Motor Company. And I was seeing the process of them -- what they did to manufacture the friction material for Ford and for us to get approval for that.

Q Was this conversation with the Abex person -- was this during the 1998 visitation?

A Yes.

Q So it was sometime around 1998; right?

A Yes.

Q Did you have more than one conversation with this individual?

A No. I mean -- no. No. If you're talking about the visit at the plant?

Q Yes.

A No.

Q Any other conversations you had with an Abex rep other than that visitation?

A No.

MR. POND: I'm sorry.

MR. JACKSON: Asked and answered.

MR. POND: Asked and answered. Misstates prior testimony. Are you talking about that person or are you talking about anyone ever?

MR. CHIN: Counsel, he's given his answer already.

MR. POND: Yeah, he did. He said he's been to Abex facilities on a number of occasions and spoken to a number of people from Abex. That's the testimony he's given. So I don't want you to confuse his testimony. You're right. He has given testimony on it, asked and answered.

MR. CHIN: I'll object to the colloquy here. If you want to make evidentiary objections, you're more than welcome.

MR. POND: You're right.

MR. CHIN: I will clarify for you, though.

MR. POND: You can move to strike what I've said.

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MR. CHIN: I can clarify.

Q Other than the 1998 visitation when you spoke to this gentleman, were there any other conversations

that you had with Abex representatives?

MR. RILEY: Ever?

MR. JACKSON: Vague.

THE WITNESS: Yes, numerous.

BY MR. CHIN:

Q After 1998?

A I don't recall, no.

Q Prior to 1998?

A Yes.

Q Can you estimate how many?

A No.

Q Is it more than two?

A I can't estimate.

Q Okay. You said there were two visitations.

The other one being in Manawa is the city?

A Manawa -- Manawa, Wisconsin, I think it is.

Q Okay. Did you speak to any Abex  
representatives during that visitation?

A Yes.

Q Do you recall who?

A No.

Q Do you recall what the nature of that

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conversation was?

A Again, to tour their dynamometer section where they do their in-house testing of friction material.

Q Again, this is during a period in which Abex is no longer distributing asbestos-containing friction material; correct?

A Oh, no, this was when they were doing asbestos. This was prior to 1998.

Q You estimate this was 15 years ago?

A 15, 20 years ago, yes. I had visited that facility numerous occasions when they were producing asbestos friction material, and then also when they were trying to get out of asbestos, visiting the same facilities when they were doing the nonasbestos because we were having problems with that product.

Q I'm a little confused now. You previously testified, and I'm sure that the documents here will clarify the issue, that Abex stopped selling or distributing asbestos-containing friction products around the mid 1980s?

A Yes.

Q And then you said your best estimate was you

only visited Abex facilities on two occasions?

A No.

Q On two separate facilities?

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A Well, I visited two separate facilities  
numerous times.

Q Okay. So let me reask this question. For the  
Manawa, Wisconsin, facility when was the first time you  
visited that facility?

A Do not remember.

Q Can you give a best estimate?

A If I remembered I would, but I don't remember.

Q And then how about for the Winchester,  
Virginia, facility? When is the first time you visited  
that facility?

A Don't remember.

Q Can you give a best estimate?

A If I knew, I would have said so. No.

Q What is the basis for your statement that you  
visited an Abex facility during a period in which they  
were distributing asbestos-containing friction  
materials?

A Seeing the processes of new formulas. They had  
hundreds of formulas containing asbestos. So if they --  
if we had a new application that came out that required

a different formula, then I went there to see the process for that formula and also to see what testing that they had been doing on their dynamometers.

Q So when you say you went to see the process, what exactly does that mean?

A Taking raw material, putting it together, running it down the line, seeing their mandrels and fixtures on how they center the lining, how they countersink the holes on the riveted lining, how they extrude the friction material on the bonded lining so that you get a crawler tractor track on it.

Q Were you given a tour?

A No. I didn't go to the bath -- you know, I went to where I needed to go. Was it a tour? I was there for business. No, I didn't walk around the whole facility. I had specific things of interest.

Now, have I been on a tour? Absolutely. But the majority of the time I was going there for a specific reason and to a specific area.

Q Let me just ask you. Was this visitation where you saw the process -- was it accompanied by people from Abex?

A Yes.

Q Okay. Was it a guided visitation?

A Yes.

Q And during this visitation or visitations, was anybody explaining the process to you?

A Yes.

Q Were you asking questions?

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A Yes.

Q Did you ever review any documents produced or provided by Abex?

A Only on their dynamometer test as far as friction stability primary -- primary fade and secondary fade and fade recovery time. And wear rate.

Q Any documents pertaining to asbestos?

A No. That was not -- no.

Q Do you know whether or not Abex supplied or sold any asbestos-containing friction products with warnings on them?

A No. I'm not aware.

Q At any of the stores or jobber facilities do you know whether or not Abex asbestos-containing-friction-product packages had warnings on them?

A What product?

Q Brake linings.

A By themselves?

Q Sure. Let's start there.



A No, I never saw that.

Q How about in conjunction with NAPA?

A Well, no. Not NAPA -- in conjunction with who?

But not NAPA, no.

Q Can you tell me in conjunction with anybody else?

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A Yes. Rayloc. Rayloc was lining the brake shoe with Abex, and we started putting the warning on in .

Q Do you remember what the warning said?

A Whatever O.S.H.A. required -- or suggested, actually.

MR. JACKSON: Asked and answered.

BY MR. CHIN:

Q There have been six boxes of documents produced in this deposition. Are you aware of that?

A Oh, yes.

Q Did you review those documents?

A I put them -- the information -- I put a

majority of all that together, but the ones that I did not do I reviewed over the period of time of ten years.

Q When you said you put them together, what does that entail?

A That meant that I -- that's my job that I would go and solicit and find the documents that -- they wanted to know. You know, correspondence, letters that you have here -- I did all that. I put the -- I gave them the information.

MR. POND: Them being?

THE WITNESS: I gave Austin Berg.

MR. POND: The attorneys?

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THE WITNESS: The attorneys, yes.

BY MR. CHIN:

Q Did you do this personally, or did you have an assistant do it for you?

A I did it personally. I wish I had had the assistant.

Q I'm impressed.

MR. JACKSON: Didn't have Mr. Pond do it for you? Full-service law firm.

BY MR. CHIN:

Q And did you put together all six boxes yourself?

A I don't know if it was in six boxes. I took it over in -- you know, on individuals, and sometime I would bring over 12 boxes, and they consolidated -- we just went through the materials.

Q So you received requests for documents and then you would pull the documents that were responsive?

A Yes.

Q Okay. And do you know whether or not boxes one through six that are produced here today are a complete set of documents that are responsive to the request?

A Complete. Yes. They're complete.

MR. JACKSON: I'll just object. Vague and overbroad.

BY MR. CHIN:

Q Do you know whether or not any documents were withheld due to privilege?

MR. POND: Objection. For this deposition here today?

MR. CHIN: Correct.

MR. POND: I'm unaware that anything was withheld for privileged purposes, but might be.

MR. CHIN: I understand that. I'm asking the witness whether or not he's aware.

MR. POND: He's not a lawyer.

MR. JACKSON: Calls for a legal conclusion.

THE WITNESS: To my knowledge, no, nothing.

MR. POND: I'm actually counsel of record. I would hope that I knew that.

MR. CHIN: I understand that.

Q But for foundation purposes, I'm asking you do you know whether or not boxes one through six are a complete responsive set of documents that are responsive to the request for production?

MR. JACKSON: Calls for a legal conclusion.

THE WITNESS: Since I didn't put them all in the box, no. But as far as what I know is is they've never -- they've never omitted anything that I gave them that they were asking for to explain something to make  
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it more understandable.

BY MR. CHIN:

Q I understand. You sent documents that you thought would be responsive to the request, but you don't know whether or not the documents that you sent were the exact same documents that are produced here today; is that correct?

MR. POND: Misstates prior testimony.

THE WITNESS: No, they were. They are the same documents.

BY MR. CHIN:

Q Did you look at all six boxes?

A Did I look at all six boxes?

Q Correct.

MR. POND: Again for today?

BY MR. CHIN:

Q For today.

A No.

Q Did you review all six boxes to make sure that they were the same documents that you pulled prior to this deposition?

A I've looked at them numerous times, but I didn't do it for this deposition.

Q Okay. You did it for prior depositions?

A Yes.

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Q Not in the Richard Raff case or the Michael Bradford case, which is what we're here for today?

A No.

MR. RILEY: Did you rely on counsel?

THE WITNESS: Yes.

BY MR. CHIN:

Q Do you know whether or not over time the documents that you may have seen previously at prior depositions could have been changed?

A I trust counsel that they wouldn't do that because I'm having to sign off on everything.

Q I understand. But I'm asking these questions strictly for foundation purposes.

A Okay. Ask the question again.

Q Do you know whether or not that the documents produced at this deposition today have been changed from previous documents that you reviewed for prior depositions?

MR. POND: Objection. Argumentative.

Go ahead.

THE WITNESS: I would say no. They have not been changed. And I'm basing that on previous depositions that we have given, all the material was there.

BY MR. CHIN:

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Q I understand. But I'm talking about this deposition, not previous depositions. Do you know for a fact for this deposition, Richard Raff and Michael

Bradford -- do you know whether or not the documents that are produced here today have been changed from prior depositions that you reviewed the documents on?

A No, they have not been changed.

Q You know that for a fact?

A I know that for a fact.

Q Is that based on the fact that you trust your attorneys?

A Well, the fact that I trust the attorneys, yes.

And, again, I approve everything. And they --

Q Mr. Le Cour, you approved everything for prior depositions. But you didn't approve boxes one through six produced here today for this deposition, did you?

MR. POND: Objection. Argumentative.

THE WITNESS: No.

BY MR. CHIN:

Q So there could be privileged documents withheld without your knowledge?

MR. POND: Objection. Argumentative. Calls for a legal conclusion.

BY MR. CHIN:

Q It's possible; right?

MR. JACKSON: Calls for speculation.

MR. POND: I will stipulate that anything on

earth is possible.

MR. CHIN: No, not anything on earth but --

MR. POND: Anything on earth is possible.

THE WITNESS: I'm going to say based on my relationship with legal counsel, I say that everything that has -- that I have given them is in those boxes.

BY MR. CHIN:

Q Okay. I don't want to beat this point to death.

MR. RILEY: That are responsive to the document request.

BY MR. CHIN:

Q I don't want to beat this point to death. You only read two prior deposition transcripts in preparation for this deposition?

A Yes.

Q And in boxes one through six, there are more than two deposition transcripts; isn't that correct?

A Oh, yes.

Q So you did not review the contents or read the contents of boxes one through six; correct?

MR. POND: For this deposition.

BY MR. CHIN:

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Q For this deposition.



A No, I did not.

Q Where is your office currently located?

A 600 Rayloc Drive.

Q This is -- are you okay, sir?

A Yes. I didn't want to cough on you.

Q No, it's okay. And this is your place of  
employment?

A Yes.

Q And you work for Genuine Parts Company?

A Yes.

Q How often are you at the your office?

A Every day.

Q Seven days a week?

A Oh, no.

MR. RILEY: Except when he's in California  
answering questions like this.

THE WITNESS: Five days a week, sometimes six.

BY MR. CHIN:

Q Okay. Can you tell me what's a normal day for  
you like at your office?

A Hectic.

Q What are your duties and responsibilities, your  
routine duties and responsibilities, at your office?

MR. RILEY: Asked and answered. He's given a

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complete job description three hours ago.

THE WITNESS: I -- answer?

MR. RILEY: Five hours ago.

BY MR. CHIN:

Q In that case, let me be more specific. Is part of your duties and responsibilities maintaining records and files?

A No.

Q Is part of your duties and responsibilities keeping in contact with distribution centers?

A No.

Q Is part of your duties and responsibilities keeping in contact with jobbers or stores?

MR. POND: Overbroad. Vague, ambiguous. And let me interpose that for the last three questions, which I should have done a little quicker, but go ahead.

THE WITNESS: I talk to the jobbers, but I primarily talk to our representatives, and if they have a problem -- if the jobber has a problem, I even then talk to the installer to solve the problem. And at the

same time I'm a coach. I coach other technical service people.

BY MR. CHIN:

Q You're not a custodian of records, are you?

A No.

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Q Do you have people at your office to maintain your files for you?

A No.

Q Do you have people at your office to make copies for you?

A No.

Q Do you do all that yourself?

A Yes.

Q Give me one minute. I think I'm done. I just want to review these documents you just gave me.

Are these ones you were going to introduce?

MR. JACKSON: I was going to attach those two and have him identify them, but I won't interrupt your questioning. I'll wait until the end.

MR. CHIN: I'm not going to have any more questions, but to the extent that we are going to mark these exhibits -- are they going to be marked as plaintiffs' exhibits or defense exhibits?

MR. JACKSON: If I mark them, I'm going to mark them as plaintiffs' exhibits. You are free to mark them as you choose, as defense exhibits now if you would like to.

MR. CHIN: The only reason I ask is I want to lay down an objection to the exhibits. I want to know how to refer to them.

MR. POND: Why don't you mark them now, and then if I happen to accidentally refer to any of them, I'll know what to call them too.

MR. JACKSON: All right. Then just two. We'll call as Plaintiffs' Exhibit 6 -- this is going to be a two-page document, Bates stamped GP 0003279 and . And then Plaintiffs' Exhibit 7 is a one-page document with Bates stamp GP 0003292. Those are the only ones that I was going to mark and have the witness identify at some point before we finish today.

(Plaintiffs' Exhibits 6 and 7 were marked for identification by the certified shorthand reporter.)

MR. CHIN: Counsel, are there going to be any other exhibits besides Plaintiffs' 6 and 7?

MR. POND: I don't know. I don't think so. But I am not -- I can't make that promise.

MR. CHIN: In that case, I will put down an

objection for the record. Object to Exhibits 6 and 7.

Lacks foundation.

MR. RILEY: Nobody has attempted to establish foundation yet. You're premature in your objection.

MR. CHIN: Good point. I will allow counsel to lay a foundation before I make my objection.

MR. JACKSON: I was going to let you finish

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your questioning.

MR. CHIN: I'm done with my questioning. I just want to make my objection for the record to the documentary exhibits.

#### FURTHER EXAMINATION

BY MR. JACKSON:

Q Mr. Le Cour, let me hand you what I've marked Exhibit 6, and Bates stamps GP 0003279 and 3280. It's a two-page document. I just ask you if you've seen that document before today.

A Yes, I've seen this before.

Q And then since we're operating off of just one copy of it, do you know who the individual that is on the end of this document, Ted Bennett, is?

A Yes.

Q Who is Ted Bennett?

A Ted -- at that time he was assistant to John Aderhold.

Q At the time that this document is dated, March 5, 1986, was Mr. Bennett an employee of Genuine Parts?

A Yes.

Q Okay. The document is addressed to John Aderhold?

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A Yes.

Q Do you know Mr. Aderhold?

A Yes.

Q Who is Mr. Aderhold?

A He is president of the Rayloc division.

Q Of Genuine Parts?

A Of Genuine Parts Company.

Q And was that his position as of this particular time, March 5, 1986?

A Yes.

Q Okay. The information that is reflected in here just beginning in the first paragraph, it's

discussing a meeting from February 27, 1986, with Ed Kipling, Paul Le Cour, Joe Benator, Toby Moore, and I. Do you know all those individuals?

A Yes.

Q And are all those individuals I just named -- were they all employed by Genuine Parts Company as of this time, March 5, 1986?

A Yes.

Q And as of the date of meeting, February 27, ?

A Yes.

Q It refers to a meeting with top management of Abex including Jim Bruniski, president, and Ron Baggly  
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vice-president, sales. The meeting took place in Winchester "where we had a good discussion with all the Abex team, including the product managers on nonasbestos pads and shoe linings." My question is do you have a memory of that meeting?

A Yes.

Q And is this two-page document authored by Ted Bennett -- is there anything in terms of this document authored by Mr. Bennett that you feel is an inaccurate reflection of that meeting or those events?

MR. CHIN: Just a contemporaneous objection.

Object. Lacks foundation, calls for speculation, and beyond the scope of this witness's knowledge.

THE WITNESS: It is all accurate.

BY MR. JACKSON:

Q Okay.

MR. CHIN: Move to strike. Lacks foundation, calls for speculation.

BY MR. JACKSON:

Q And this two-page document from Mr. Bennett to John Aderhold dated March 5, 1986, that we've marked with Bates stamps 3279 and 3280, or at least GP 0003279 and 3280 -- is this a true and correct copy of a business record that is maintained in the ordinary course of business by Genuine Parts Company?

MR. CHIN: Contemporaneous objection. Lacks foundation, calls for speculation, lacks authenticity. Also calls for a legal conclusion.

BY MR. JACKSON:

Q Do you have my question in mind?

A Yes. That would have just been a record that wasn't required to be kept, but I found it.

Q Okay. And where did you find it?

A I don't recall exactly because we have since moved everything around and everything, but it had to be



in some records. Could have been in my old records.

Q Okay. Generally the category of this particular type of document would be an interoffice memo?

A Yes.

Q Between two employees of Genuine Parts Company; correct?

A Yes.

Q Okay.

MR. RILEY: For the record, with copies to multiple employees including yourself?

THE WITNESS: Yes.

BY MR. JACKSON:

Q And, for example, the bottom of page 2, the list of cc's -- are these all cc's of individuals who were employed by Genuine Parts Company as of March 5, Page 225  
?

A Yes.

Q Okay. And as a corporate representative of Genuine Parts Company today, do you have any reason to doubt the authenticity that this is a true and correct copy of a Genuine Parts Company interoffice memo from March 5, 1986?

MR. CHIN: Lacks foundation, calls for speculation, beyond the scope of this witness's knowledge.

THE WITNESS: It is a true document.

MR. CHIN: Before we move on, can I voir dire?

MR. JACKSON: I'm going to let you examine, Counsel. I am not going to preclude you from doing that, but I'd like to be able to pass the buck to you; so let me get this one-page document out of the way.

MR. CHIN: Okay.

BY MR. JACKSON:

Q Mr. Le Cour, I have also marked Exhibit 7, a one-page document with GP 0003292. Can I just ask you if you can identify that for the record.

MR. CHIN: Lacks foundation, calls for speculation, beyond the scope of this witness's knowledge.

(Pages 222 to 225)

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THE WITNESS: Yes. This was when I got involved in the balancing out of the segments that I spoke of earlier.

BY MR. JACKSON:

Q Okay. And at the top of this page there is a logo with the name Abex on it. At that time, July 6, , was Abex someone that Rayloc used as a supplier for their brake linings for remanufactured brake parts?

MR. CHIN: Lacks foundation, calls for speculation, beyond the scope of this witness's knowledge.

THE WITNESS: Yes.

BY MR. JACKSON:

Q And who is -- it's addressed to Joe Benator.

Who is Joe Benator?

A Benator.

Q I'm sorry, Benator?

A Benator, yes.

Q Who is Joe Benator?

A He was the purchasing agent. He was in charge of purchasing.

Q Of the Rayloc division of Genuine Parts Company; correct?

A Well, yeah. The division, yes, he was the top man.

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Q And this address -- Rayloc, P.O. Box, Atlanta,

Georgia -- that's the correct business address, at least of July 6, 1987?

A Same address that I'm at today.

Q Okay. This letter references in the next to the last paragraph that Abex will ship asbestos products until December 11, 1987. After December 11, 1987, Abex will neither produce nor ship friction materials containing asbestos.

MR. CHIN: Object. Document speaks for it itself.

BY MR. JACKSON:

Q But I'm going to ask you does what's reflected in that document comport with your memory of the time frame when Abex represented to Rayloc that they would no longer ship asbestos-containing products?

MR. CHIN: Object. Lacks foundation.

THE WITNESS: Yes.

MR. CHIN: Beyond the scope of this witness's knowledge, calls for speculation.

BY MR. JACKSON:

Q As you sit here as a corporate representative of Genuine Parts, do you have any reason to doubt the authenticity of Exhibit 7 in that it is a true and correct copy of a document received by Genuine Parts Company in the ordinary course of business on July 6,

?

MR. CHIN: Lacks foundation, calls for speculation, beyond the scope of this witness's knowledge.

THE WITNESS: It was received by Joe Benator in the Rayloc division of Genuine Parts Company.

BY MR. JACKSON:

Q And Exhibit 7 is a true and correct copy of that document; is that correct?

A Yes.

MR. JACKSON: All right. No further questions.

#### FURTHER EXAMINATION

BY MR. CHIN:

Q As a voir dire, Mr. Le Cour, Exhibit 7 -- that's an Abex document; correct?

A Yes.

Q Are you an employee of Abex?

A No.

Q Are you an officer of Abex?

A No.

Q Are you affiliated with Abex in any way?

A No.

Q Have you ever been affiliated with Abex in any

way?

MR. POND: Objection. Overbroad. Vague and ambiguous as to the word "affiliated." Calls for legal conclusion.

BY MR. CHIN:

Q Ever been employed by Abex in any way?

A No.

Q Ever been paid by Abex in any way as an employee?

A No.

Q Were you present at the time that this document was distributed?

A Yes.

Q Do you recall the specific day in which you received this document?

A No.

Q Do you know if it was you who received the document, or somebody else?

A Well, I talked with Walt Britland before it was written, and he sent it to Joe Benator as an official notification.

Q Do you know whether or not -- strike that question. When was the last time you saw this deposition before today?

A This?

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Q When was the last time you saw Exhibit 7 before today? It's getting late.

A The last deposition I gave.

Q How long ago was that?

A A year.

Q When you previously testified that Exhibit 7 is a fair, true, and correct copy, do you know that?

A Yes.

Q Were you the one who made this copy?

MR. POND: That very --

THE WITNESS: That very one? No. But I'm the one that got the information and gave it to them, what it represents.

BY MR. CHIN:

Q Do you know where Exhibit 7 is kept?

A No.

Q Do you know who handled Exhibit 7 before you saw it?

MR. JACKSON: Vague. Overbroad.

THE WITNESS: I don't know.

BY MR. CHIN:

Q So your prior testimony that this is kept in the ordinary course of business -- do you know that or are you just assuming?

A No.

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MR. JACKSON: Argumentative. Asked and answered.

THE WITNESS: No, I'm not assuming. I know.

BY MR. CHIN:

Q But you don't know where this document is kept?

A No.

Q And you don't know who keeps it?

A Those could have come out of my own records.

Q I want to focus on the word "could have"?

A There was so much material that I was getting.

And as I said earlier, we made a lot of changes and shifting around of office equipment and file cabinets and what have you, and when I was going -- when they asked me for it, I knew that I had some correspondence at that time. So I just -- because we did the five s's; so when I went in, I pulled that stuff, and I gave it to counsel.

Q And during the time period in which all this



moving and shifting was going on, it's possible this document, Exhibit 7, could have moved and shifted as well?

MR. JACKSON: Argumentative, vague, unintelligible.

THE WITNESS: No. I wouldn't have found it if it wasn't there.

MR. POND: Join.

BY MR. CHIN:

Q Was Exhibit 7 in your possession prior to today?

A Yes.

Q Did you bring it to this deposition?

A No.

Q When you say "in your possession prior to today," what do you mean?

A I mean the original document that -- the wording on there. But I don't know about that particular paper. It could have been -- it's a copy for you.

Q Do you know what the normal business routine and practices are at Abex?

A No.

Q Do you know what their recordkeeping and

maintenance policies are?

A No.

Q Do you know how long they preserve documents?

A No.

Q Are you a custodian of records for Abex?

A No.

Q For Exhibit 6 -- when was the last time you saw

Exhibit 6?

A A year ago.

Q For the same deposition that you referred to in

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Exhibit 7?

A Yes.

Q You're listed as a cc on page 2 of the letter;

is that correct?

A Yes.

Q So if you were cc'd, it means this document was  
sent to you on March 5, 1986, or sometime shortly

thereafter?

A Yes.

Q But the signature is not yours. That's Ted  
Bennett's?

A Yes. That's Ted Bennett's, not mine.

Q Do you know where Exhibit 6 is kept?

A Again, I furnished that, and I don't know where

it was kept, but I got it.

Q Okay. Do you know who maintains it?

A No. I don't know who maintained it because Ted Bennett is not with us anymore.

Q Were you the person who made the copy of Exhibit 6?

A No.

MR. CHIN: That's all I have. Thank you.

Q Actually, you know what, do you know if this is  
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a Genuine Parts document or a Rayloc document?

A It's a Rayloc document.

MR. JACKSON: Which exhibit are you referring  
to, Counsel?

MR. CHIN: Exhibit 6.

Q Do you know if this is a Rayloc document?

A It's a Rayloc document.

Q How do you know this?

A Because it was an internal -- whoever it was  
written to there, and I was involved in the meeting, and

it was really -- the discussion was the people that he alluded to or told about that was attending that meeting. Some of the cc's down there are Genuine Parts Company employees, like the president of the company.

Q But if you look at Exhibit 6, there is no Rayloc logo on it, is there?

A No.

Q There is no Rayloc letterhead, is there?

A No. That came off of a reader copy. A reader's copy doesn't have that on it.

Q And there is no identifying marks to suggest that this is a Rayloc or Genuine Parts document, is it?

A No, it is a Rayloc Genuine Parts document.

Q I understand that that's your statement and that is your testimony, but I'm asking you, there is no identifying marks or characteristics on Exhibit 6 that would identify it as a Rayloc or Genuine Parts document,

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is there?

A Yes, there is.

Q Which?

A It's the T.B. Janice, person that typed that, Jill Henry.

Q What is T.B.?

A No, not T.B. J -- Joe Henry, J.H. Joe Henry

was secretary that typed this up.

Q Do you know what this black mark is on the side of Exhibit 6, on the left-hand side of Exhibit 6?

A Black mark. That's all I know. Somebody just had a black -- that could have come off the copy machine.

Q Okay. Do you have any idea who made it?

A No.

MR. CHIN: Thank you. That's all I have.

MR. POND: Does anyone else have -- anyone else in the room have a question?

MR. MANSOURIAN: Just a couple --

MR. POND: Oh, sure. Go ahead.

MR. MANSOURIAN: -- of follow-up.

#### FURTHER EXAMINATION

BY MR. MANSOURIAN:

Q We talked about the Bendix providing materials to Rayloc for remanufacturing of brakes. Do you recall whether those brakes -- whether they were for disc pad or drum linings?

A We bought both.

Q From Bendix?

A From Bendix. We bought -- actually, on their disc pads we bought their semi-metallic disc pads, but

strip lining was the other.

Q What was the other one?

A Which one?

Q The other you said?

A Oh, the other is just like regular strip lining  
for the passenger cars, light trucks.

Q And the ultimate product that was made or  
remanufactured with the Bendix material -- were they  
bonded or riveted?

A Both.

MR. MANSOURIAN: Thank you.

MR. POND: Anyone else in the room? No.

Anyone on the phone have any questions? No. All right.

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## EXAMINATION

BY MR. POND:

Q This is Frank Pond, and I just have a few  
questions, and I will try not to belabor any points.

First, Mr. Le Cour, if you'll go back to the  
questioning that Mr. Jackson was asking you or inquiring  
of you about Colorado, he asked you by the decade  
whether Genuine Parts had a distribution center in  
Colorado. Do you recall that?

A Yes.

Q And he said in the 1950s. Do you recall that?

A Yes.

Q Now, when in the fifties did Genuine Parts Company open a distribution center in Colorado, approximately?

A Mid-1955.

Q All right. Now, I'm confused about something else, and maybe you can help me clear that up. During your time at working for Genuine Parts, you have been to NAPA jobbers, independent NAPA jobbers; right?

A Yes.

Q A couple times? A lot of times? What?

A A lot of times.

MR. CHIN: Vague, overbroad. Calls for speculation.

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MR. POND: Right. All right. It's foundational.

Q And have you ever been to an independent NAPA jobber not related to your job, meaning like did you ever go buy any auto parts at a store?

A Yes. Yes.

Q Do you work on cars?

A Yes.

Q All right. Is that something you've done since your youth?

A Yes.

Q Now, the confusion that I have is that in these asbestos cases it seems to be that the picture is that if you walk into an independent NAPA jobber, all you're going to see is brakes and clutches; is that right?

A Yes -- no, that -- no. Let me ask you.

MR. CHIN: Hang on. Let me put my objections on. Lacks foundation, calls for speculation, also leading, also beyond the scope of redirect -- I should say beyond the scope of recross.

MR. POND: And it doesn't hurt your client.

Q But let me ask you. In a NAPA Auto Parts store, a jobber, there are more parts sold than brakes and clutches; correct?

A Yes.

Q In fact, the vast majority of parts sold at an independent NAPA store are not brakes and clutches;

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correct?

A Yes.



Q In fact, the NAPA distribution -- the distribution center for Genuine Parts distributes about how many types of automobile parts?

A Over 2,000.

Q And while a lot of the questioning at the deposition has been about brakes and clutches, there are, then, approximately 1,900 other types of products distributed?

A Yes.

Q All right. Now, one thing that you had talked about was the fact that the brakes distributed by the Rayloc division of Genuine Parts, or distributed under the Rayloc label or the other label brands that you've described, were precision ground?

A Yes, they all were.

Q All of them?

A All of them.

Q As precision-ground brakes, did they cost more than brakes that were not precision ground?

A Yes.

Q Do you know other than the brakes that were distributed through the NAPA distribution centers, the G.P.C. distribution centers, do you know -- how many other companies' brakes were precision ground?

A I can only think of one.

Q And about how many different kinds of brakes -- different manufacturers or remanufacturers of brake parts were there in the country? Say in the 1960s.

A Couple hundred.

Q So out of that couple hundred, there were your -- and by "your" I mean NAPA G.P.C. Rayloc-branded brakes -- those were precision ground and one other; is that right?

A Yes.

Q How about in the seventies?

A Same thing.

Q And the eighties?

A Same thing.

Q Now, as they were precision ground, I know that you had said that one of the ways that the consumer knew not to sand or arc or grind them were clinics. You recall testifying about that?

A Yes.

Q Were there other ways that an ordinary consumer buying the brakes that were precision ground would know not to do that?

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A Yes.

Q And what were they?

A Counterman would tell them, look, if you modify this friction material, you void your warranty; so, you know, don't do anything but put it on -- excuse me -- don't do anything other than install it. It will work. Because we would have penalized him by not giving him credit if they modified it.

Q Okay. And were the words "precision ground" ever on any of the labels?

A Yes. On the outside of the box.

Q And you've done auto mechanic work in your lifetime. I think I established that.

A Yes.

Q Did you know what "precision ground" meant as somebody who has done shade-tree mechanic work before you went to G.P.C.?

A Oh, yes.

Q Is that a term of art or parlance in the auto world, people who fix cars?

A Yes.

Q And, now, if you'll turn your attention for a second to the time you first came to Genuine Parts, -- is that it?

A Yes.

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Q Some of the things you've testified to today relate to events which occurred before you started to work at Genuine Parts; is that correct?

A Yes.

Q All right. What things have you done -- I know you've touched upon some of them, but if you could summarize them. What things have you done to educate yourself about historical information regarding Genuine Parts, Rayloc, NAPA?

MR. CHIN: Just going to lay an objection. Beyond the scope of this depo notice. He's being produced as a P.M.K. as a corporate witness here.

MR. POND: I know, but since you attacked his ability as a historian, I think I have to rebut that and rehabilitate him.

MR. CHIN: I understand that. Just asserting my objections.

THE WITNESS: If you would rephrase it.  
BY MR. POND:

Q Sure. Tell me the kinds of things that you did. Because you've testified here today about facts

that you're aware of that predate your time at G.P.C.

So I would just like you to kind of summarize some of the things you have done over the last several decades to familiarize yourself with what G.P.C. did, who sold

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the G.P.C., et cetera.

A Talking to people that were present during that era, as well as product. We have what we call a classification return. And this product came back in that would have been produced prior to me joining the company. So I was just validating what they told me was correct, and I would look at that product and compare it to what we were doing, and they both were precision ground, or they both, you know, had the linings centered on the table of the shoe. So that's where my self-education came from.

Knowing how it related to when you said NAPA, that's another end. That would be the marketing end of it. And I needed to know, well, who does what in the chain and their responsibilities. So I did that, again, from talking to people who were responsible for those areas.

MR. CHIN: Vague as to time. Are we talking about the time period before 1971?

MR. POND: Yes.

MR. CHIN: Okay.

BY MR. POND:

Q I am most interested in the ways that you have studied the history of Genuine Parts, Rayloc, NAPA, and the suppliers to all of the same.

MR. CHIN: Again, beyond the scope.

MR. POND: The suppliers to Genuine Parts and Rayloc.

MR. CHIN: Lacks foundation, beyond the scope of this depo notice. I do need to remind you this is a corporate witness.

BY MR. POND:

Q And these are things that you have done during your time as an employee of Genuine Parts?

A Yes.

Q Now, in this same regard -- you've testified earlier, and correct me if I get it wrong, that Genuine Parts and Rayloc -- the distribution centers did not supply Bendix-labeled or branded product; is that correct?

A Yes.

MR. CHIN: Misstates testimony.

BY MR. POND:

Q And, similarly, that the distribution center

did not supply Raybestos-labeled brake parts?

A Yes.

MR. CHIN: Misstates testimony.

BY MR. POND:

Q You know this before 1971 how?

MR. CHIN: Lacks foundation.

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THE WITNESS: Because, again, educating -- I know -- I knew who Raybestos was being in the family business, and I knew who NAPA was and who Rayloc was; so I knew that Raybestos had nothing to do with selling to a distribution center. It basically -- talking about brakes, brake shoes. So, you know, I just knew that.

MR. CHIN: I'm going to object. Beyond the scope of the notice, beyond the scope of this deposition. Again, Counsel, he's a P.M.K. -- this is a P.M.K. deposition. He's not being noticed as a percipient witness. If you wish him to be deposed again as a percipient witness, we can do that. But he's being produced as a P.M.K. for Genuine Parts Company.

MR. POND: Right. I got that.

Q Now, over time and in certain instances, you've been asked to aver or sign declarations about certain facts for litigation relating to asbestos while employed

by Genuine Parts; is that correct?

A Yes.

Q When you have been asked to sign a declaration, is it fair to say that you researched the facts of the declaration before you sign it?

A Yes.

MR. CHIN: Vague as to "research." Calls for a legal conclusion.

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BY MR. POND:

Q You take seriously your signature under penalty of perjury, do you not?

A Yes, I do.

Q And so you do not sign a declaration under penalty of perjury without first being comfortable that all of the information in that is correct; is that correct?

A Yes.

Q And so if, in fact, you would sign a declaration that the distribution centers for Genuine Parts within the NAPA system did not ever supply Bendix



under the name Bendix, or the branding Bendix, at any time to your knowledge, you feel comfortable with that fact?

A Yes.

MR. CHIN: Lacks foundation, calls for speculation, vague as to "comfortable."

BY MR. POND:

Q You would sign such a declaration under penalty of perjury?

A Yes.

MR. CHIN: Also leading.

MR. POND: All right. I don't have any further questions.

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MR. CHIN: One quick follow-up.

MR. POND: Sure.

#### FURTHER EXAMINATION

BY MR. CHIN:

Q Mr. Le Cour, have you ever reviewed a document from Abex that is not for the purpose of litigation?

A Yes.

Q And that was through your employment as an employee of Genuine products?

A Genuine Parts Company, Rayloc division.

Q Genuine Parts Company, Rayloc -- I'm sorry,  
it's getting late. That's all I have. Thank you.

MR. POND: And that's all I have. Thank you  
very much, Mr. Le Cour. Appreciate your time.

MR. JACKSON: We're hoping no one on the phone  
has any questions.

MR. RILEY: Good-bye.

MR. JACKSON: Your deposition is concluded,  
Mr. Le Cour, thanks for your time.

(Discussion held off the record.)

MR. CHIN: Same stipulation as for Mr. Ross  
Kennedy. All parties stipulate.

MR. POND: All parties stipulate to relieve the  
court reporter of her duties under the Code of Civil  
Procedure or any other legal document.

MR. RILEY: Put it in at your own pace and  
he'll agree to it.

MR. POND: And that the original will be sent  
to my office. Mr. Le Cour will have an opportunity to  
review it and sign it within 30 days.

If the original is lost, a certified copy can  
be used for all purposes. If in fact trial begins, or  
if the case is assigned to trial department within 30  
days, we will endeavor to have Mr. Le Cour sign it  
sooner.

So stipulated?

MR. JACKSON: So stipulated.

MR. CHIN: So stipulated.

MR. LEWI: So stipulated.

(Ending time: 5:18 P.M.)

WITNESS'S CERTIFICATE

I am the witness in the foregoing deposition.

I have read the foregoing deposition and having made such changes and corrections as I desire, I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed on \_\_\_\_\_,  
at \_\_\_\_\_.

\_\_\_\_\_  
PAUL LOUIS LE COUR

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#### REPORTER'S CERTIFICATE

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I, DEBORAH L. LUNDGREN, CSR No. 6727, RPR, a certified shorthand reporter in and for the state of California, do hereby certify:

That prior to being examined the witness named in the foregoing proceedings was by me duly sworn to

testify to the truth, the whole truth, and nothing but  
the truth;

That said proceedings were taken by me in  
shorthand at the time and place herein named and was  
thereafter transcribed into typewriting under my  
direction, said transcript being a true and correct  
transcription of my shorthand notes.

I further certify that I have no interest in  
the outcome of this action.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
DEBORAH L. LUNDGREN

CSR NO. 6727, RPR

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