

EXHIBIT F

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Gloria Llewellyn, Executrix of the Estate
of John E. Llewellyn, Deceased, and
Individually as Widow In Her Own Right

GLORIA LLEWELLYN, Executrix of
The Estate of John E. Llewellyn,
Deceased, and Individually as
Widow in Her Own Right,

Plaintiff,

v.

DAVID W. MOSER and *DFT Inc.*,
Et Al.,

Defendants.

COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT
CIVIL TRIAL DIVISION

ASBESTOS CASE

DECEMBER TERM, 2006

No. 03591

**PLAINTIFF'S SECOND REQUEST FOR
THE PRODUCTION OF DOCUMENTS
ADDRESSED TO DEFENDANT DFT, INC.**

Plaintiff Gloria Llewellyn, Executrix of the Estate of John E. Llewellyn, Deceased, and
Individually as Widow in Her Own Right, acting by and through her undersigned attorneys,

hereby addresses the following requests for the production of documents pursuant to Rule 4009.11 of the Pennsylvania Rules of Civil Procedure and this Court's Order of 20 August 2008, to defendant DFT, Inc. (hereinafter referred to as "DFT"), as follows:

INSTRUCTIONS¹

Unless otherwise set forth herein, the Instructions set forth in Plaintiff's First Request for the Production of Documents Addressed to Defendant DFT, Inc. are fully incorporated herein by reference and are to be deemed applicable to the instant Request for Production.

DEFINITIONS²

Unless otherwise set forth herein, the Definitions set forth in the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set One) are fully incorporated herein by reference and are to be deemed applicable to the instant Request for Production.

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Request: Any and all documents identified by you in your answers to the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

¹ The within Instructions are to be deemed to be an integral part of the instant Requests for the Production of Documents.

² The within Definitions are to be deemed to be an integral part of the instant Requests for the Production of Documents.

Response:

2. Request: Any and all documents that are referred to in your answers to the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

3. Request: Any and all documents that are related in any way to any of your answers to the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

4. Request: Any and all documents that you referred to, consulted, reviewed or utilized in any way in preparing your answers to the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

5. Request: Copies of all “independent appraisals” that served as the basis for the calculation of the purchase price that DFT paid to Durabla for equipment, as referenced in Paragraph No. 8 of the 10 July 2008 Affidavit of David Moser.

Response:

6. Request: Copies of all documents that contain, reflect or refer in any way to the calculation of the “book value” purchase price that DFT paid to Durabla for inventory, as referenced in Paragraph No. 8 of the 10 July 2008 Affidavit of David Moser.

Response:

7. Request: Copies of all documents that contain, reflect or refer in any way to the calculation of the “book value” purchase price that DFT paid to Durabla for inventory, as referenced in Paragraph No. 8 of the 10 July 2008 Affidavit of David Moser.

Response:

8. Request: Any and all documents that identify or describe the inventory that DFT purchased from Durabla, as referenced in Paragraph No. 8 of the 10 July 2008 Affidavit of David Moser.

Response:

9. Request: Any and all documents that relate to the incorporation of DFT, as referenced in your answer to Interrogatory No. 2 the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

10. Request: Any and all documents that relate to the ownership of more than ten percent (10%) of DFT’s outstanding stock, as referenced in your answer to Interrogatory No. 3 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

11. Request: Any and all documents that relate to any loans to DFT by Durabla or any business enterpriser or person affiliated with Durabla, as referenced in your answer to Interrogatory No. 12 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

12. Request: Any and all documents that relate to any loans to DFT by Durabla Canada or any business enterpriser or person affiliated with Durabla Canada, as referenced in your answer to Interrogatory No. 13 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

13. Request Any and all documents that relate to any loans to DFT by Durmanco or any business enterpriser or person affiliated with Durmanco, as referenced in your answer to Interrogatory No. 14 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

14. Request: Any and all documents that relate to any loans by DFT to Durabla or any business enterpriser or person affiliated with Durabla, as referenced in your answer to Interrogatory No. 15 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

15. Request: Any and all documents that relate to any loans by DFT to Durabla Canada or any business enterpriser or person affiliated with Durabla Canada, as referenced in your answer to Interrogatory No. 16 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

16. Request: Any and all documents that relate to any loans by DFT to Durmanco or any business enterpriser or person affiliated with Durmanco, as referenced in your answer to Interrogatory No. 17 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

17. Request: Any and all documents that relate to any advance of funds by DFT to Durabla or any business enterpriser or person affiliated with Durabla, as referenced in your answer to Interrogatory No. 18 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

18. Request: Any and all documents that relate to any advance of funds by DFT to Durabla Canada or any business enterpriser or person affiliated with Durabla Canada, as referenced in your answer to Interrogatory No. 19 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

19. Request: Any and all documents that relate to any advance of funds by DFT to Durmanco or any business enterpriser or person affiliated with Durmanco, as referenced in your answer to Interrogatory No. 20 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

20. Request: Any and all documents that relate to any advance of funds to DFT by Durabla or any business enterpriser or person affiliated with Durabla, as referenced in your answer to Interrogatory No. 21 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

21. Request: Any and all documents that relate to any advance of funds to DFT by Durabla Canada or any business enterpriser or person affiliated with Durabla Canada, as referenced in your answer to Interrogatory No. 22 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

22. Request: Any and all documents that relate to any advance of funds to DFT by Durmanco or any business enterpriser or person affiliated with Durmanco, as referenced in your answer to Interrogatory No. 23 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

23. Request: Any documents that relate to any guaranty or cosign by DFT of any obligation of Durabla or any business enterprise or person affiliated with Durabla, as referenced in your answer to Interrogatory No. 24 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

24. Request: Any documents that relate to any guaranty or cosign by DFT of any obligation of Durabla Canada or any business enterprise or person affiliated with Durabla Canada, as referenced in your answer to Interrogatory No. 25 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

25. Request: Any documents that relate to any guaranty or cosign by DFT of any obligation of Durmanco or any business enterprise or person affiliated with Durmanco, as referenced in your answer to Interrogatory No. 26 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

26. Request: Any documents that relate to any guaranty or cosign by Durabla or any business enterprise or person affiliated with Durabla of any obligation of DFT, as referenced in your answer to Interrogatory No. 27 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

27. Request: Any documents that relate to any guaranty or cosign by Durabla Canada or any business enterprise or person affiliated with Durabla Canada of any obligation of DFT, as referenced in your answer to Interrogatory No. 28 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

28. Request: Any documents that relate to any guaranty or cosign by Durmanco or any business enterprise or person affiliated with Durmanco of any obligation of DFT, as referenced in your answer to Interrogatory No. 29 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

29. Request: Any and all documents that relate to any purchase of goods or services by DFT from Durabla or any business enterprise or person affiliated with Durabla, as referenced in your answer to Interrogatory No. 30 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

30. Request: Any and all documents that relate to any purchase of goods or services by DFT from Durabla Canada or any business enterprise or person affiliated with Durabla Canada, as referenced in your answer to Interrogatory No. 31 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

31. Request: Any and all documents that relate to any purchase of goods or services by DFT from Durmanco or any business enterprise or person affiliated with Durmanco, as referenced in your answer to Interrogatory No. 32 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

32. Request: Any and all documents that relate to any sale of goods or services by DFT to Durabla or any business enterprise or person affiliated with Durabla, as referenced in your answer to Interrogatory No. 33 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

33. Request: Any and all documents that relate to any sale of goods or services by DFT to Durabla Canada or any business enterprise or person affiliated with Durabla Canada, as referenced in your answer to Interrogatory No. 34 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

34. Request: Any and all documents that relate to any sale of goods or services by DFT to Durmanco or any business enterprise or person affiliated with Durmanco, as referenced in your answer to Interrogatory No. 35 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

35. Request: Any and all documents that relate to any transfer of money, assets or property by DFT to Durabla or any business enterprise or person affiliated with Durabla, as referenced in your answer to Interrogatory No. 36 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

36. Request: Any and all documents that relate to any transfer of money, assets or property by DFT to Durabla Canada or any business enterprise or person affiliated with Durabla Canada, as referenced in your answer to Interrogatory No. 37 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

37. Request: Any and all documents that relate to any transfer of money, assets or property by DFT to Durmanco or any business enterprise or person affiliated with Durmanco, as referenced in your answer to Interrogatory No. 38 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

38. Request: Any and all documents that relate to any transfer of money, assets or property to DFT by Durabla or any business enterprise or person affiliated with Durabla, as referenced in your answer to Interrogatory No. 39 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

39. Request: Any and all documents that relate to any transfer of money, assets or property to DFT by Durabla Canada or any business enterprise or person affiliated with Durabla Canada, as referenced in your answer to Interrogatory No. 40 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

40. Request: Any and all documents that relate to any transfer of money, assets or property to DFT by Durmanco or any business enterprise or person affiliated with Durmanco, as referenced in your answer to Interrogatory No. 41 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

41. Request: Any and all documents that relate to the forgiveness by DFT of any debt owed to it by Durabla or any business enterprise or person affiliated with Durabla, as referenced in your answer to Interrogatory No. 42 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

42. Request: Any and all documents that relate to the forgiveness by DFT of any debt owed to it by Durabla Canada or any business enterprise or person affiliated with Durabla Canada, as referenced in your answer to Interrogatory No. 43 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

43. Request: Any and all documents that relate to the forgiveness by DFT of any debt owed to it by Durmanco or any business enterprise or person affiliated with Durmanco, as referenced in your answer to Interrogatory No. 44 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

44. Request: Any and all documents that relate to the forgiveness by Durabla or any business enterprise or person affiliated with Durabla of any debt owed by DFT, as referenced in your answer to Interrogatory No. 45 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

45. Request: Any and all documents that relate to the forgiveness by Durabla Canada or any business enterprise or person affiliated with Durabla Canada of any debt owed by DFT, as referenced in your answer to Interrogatory No. 46 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

46. Request: Any and all documents that relate to the forgiveness by Durmanco or any business enterprise or person affiliated with Durmanco of any debt owed by DFT, as

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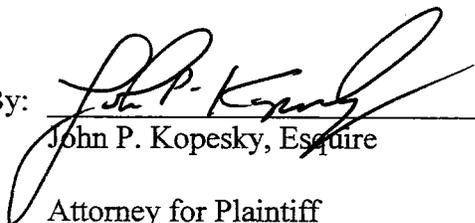
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referenced in your answer to Interrogatory No. 47 of the Interrogatories of Plaintiff Propounded Upon Defendant DFT, Inc. (Set Two).

Response:

Dated: 29 September 2008

SHEIN LAW CENTER, LTD.

By: 
John P. Kopesky, Esquire

Attorney for Plaintiff

Gloria Llewellyn, Executrix of the Estate
of John E. Llewellyn, Deceased, and
Individually as Widow in Her Own
Right

CERTIFICATION OF SERVICE

It is hereby certified by the undersigned member of the Bar of this Court that one (1) copy of the foregoing Plaintiff's Second Request For the Production of Documents Addressed To Defendant DFT, Inc. has been served upon the counsel whose name and address is set forth below via United States First Class Mail, postage prepaid, on Monday, the 29th day of September 2008.

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WILLIAM F. MUELLER, ESQUIRE
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Attorney for Defendant
Durabla Manufacturing Company

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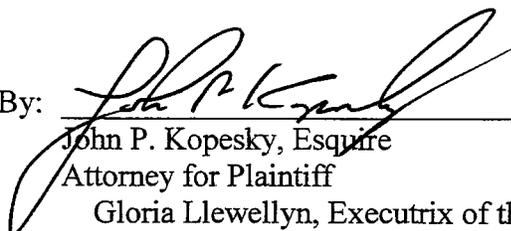
SUZANNE M. BACHOVIN, ESQUIRE
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Attorney for Defendant
Durabla Canada, Ltd.

Dated: 29 September 2008

SHEIN LAW CENTER, LTD.

By:


John P. Kopesky, Esquire
Attorney for Plaintiff

Gloria Llewellyn, Executrix of the Estate
of John E. Llewellyn, Deceased, and
Individually as Widow in Her Own
Right

EXHIBIT G

1 manufacturing plant.

2 Q. Okay.

3 A. And that was in Wayne. It
4 was about eight miles away.

5 Q. Okay. And what was the
6 business of Durabla Canada at the point
7 when you became president?

8 A. It was the manufacturer of
9 rubber-containing gasket materials.

10 Q. Durabla Canada was
11 incorporated sometime in the 1920s, if I
12 recall?

13 A. Yes.

14 Q. Okay. And for a period of
15 time, from when Durabla -- strike that.

16 Did Durabla Canada
17 manufacture gasket material prior to
18 1974?

19 A. No.

20 Q. From the time it was
21 incorporated until 1974, who manufactured
22 the gasket material that was sold by
23 Durabla Canada?

24 A. Goodyear.

1 Q. Goodyear USA or Goodyear
2 Canada?

3 A. Goodyear Canada.

4 Q. Okay. Was that gasket
5 material at any time manufactured by
6 Goodyear USA?

7 A. When you say that gasket
8 material, do you mean the product that
9 was sold in Canada?

10 Q. The product that was being
11 sold by Durabla Canada.

12 A. No. The -- that -- Durabla
13 Canada's source of product during that
14 time period was from Goodyear Canada.

15 Q. Okay. From the time of its
16 incorporation until 1974?

17 A. Yes.

18 Q. Okay. The gasket material
19 that DMC purchased for either resale as
20 sheet goods or that they would use for
21 fabricating pre die-cut gaskets, during
22 the period from Durabla Manufacturer's
23 incorporation up until 1974, where did
24 DMC get that material from? Who did they

1 purchase it from?

2 A. Goodyear USA. Well, again,
3 let me clarify that.

4 Q. Okay.

5 A. Goodyear USA was the
6 provider of that product from 19 --

7 Q. Incorporation?

8 A. -- 11, '12, '13, whatever it
9 was, until 1969 when they ceased the
10 manufacture of that product. And at that
11 point in time, Goodyear Canada became the
12 supplier to both DMC and Durabla Canada.

13 Q. Okay. From the date of its
14 incorporation until 1969, was Goodyear
15 USA the exclusive supplier of gasketing
16 material to DMC?

17 A. Yes, it was.

18 Q. From 1969 to 1974, was
19 Goodyear Canada the exclusive supplier of
20 gasket material to DMC?

21 A. Yes.

22 Q. And from the time of its
23 incorporation until 1974, was Goodyear
24 Canada the exclusive supplier of gasket

1 material to Durabla Canada?

2 A. Yes.

3 Q. Prior to 1974, did Durabla
4 Canada sell product into the United
5 States? I'm sorry, strike that.

6 Prior to 1969, did Durabla
7 Canada sell product into the United
8 States?

9 A. No.

10 Q. From 1969 to 1974, did
11 Durabla Canada sell product into the
12 United States?

13 A. No.

14 MR. REICHNER: John, at some
15 point I assume you're going to
16 move on, because I'm not sure how
17 this is going to relate to the
18 issues that we're addressing.

19 MR. KOPESKY: Yeah. I don't
20 want to spend a lot of time on
21 this, but I just -- I just want to
22 make sure I'm clear on some time
23 frames.

24 BY MR. KOPESKY:

1 Q. Okay. Let me reask that
2 question, Mr. Moser.

3 From 1969 to 1974, did
4 Durabla Canada sell product in the United
5 States?

6 A. No.

7 Q. Okay. During that period of
8 time then, from '69 to 1974, would I be
9 correct then that Goodyear Canada was
10 selling its product directly to DMC?

11 A. That is correct.

12 Q. Okay. Now, in 1974, did
13 Goodyear Canada cease the manufacture of
14 the asbestos gasket material -- or, I'm
15 sorry, of the gasket material? We'll
16 leave that bad word out of it for the
17 time being.

18 Did Goodyear US -- Goodyear
19 Canada cease the manufacture of the
20 gasket material that it had been selling
21 to Durabla Canada?

22 A. Yes.

23 Q. And also the gasket material
24 that it had been selling to DMC?

1 A. Yes.

2 VIDEOTAPE TECHNICIAN:

3 Mr. Moser, will you raise your
4 microphone a little bit? It's
5 come down.

6 THE WITNESS: Oh.

7 BY MR. KOPESKY:

8 Q. Before we get to that, let
9 me just ask one other question, just so
10 I'm clear.

11 During the period from 1969,
12 okay, to 1974, was Goodyear Canada the
13 exclusive supplier of gasketing material
14 to DMC?

15 A. Yes.

16 Q. 1974, Goodyear Canada, for
17 whatever reason, decides they're not
18 going to make this gasketing material
19 anymore. Correct?

20 A. Yes. Well, I don't want to
21 mischaracterize how that occurred. We
22 actually approached -- Durabla Canada
23 actually approached them and suggested
24 that we take over the manufacture of the

1 product.

2 Q. Okay. Was that your idea?

3 A. Among -- along with my
4 father's, yes.

5 Q. Okay. So Durabla Canada
6 then approaches Goodyear Canada and
7 purchases what?

8 A. We purchased the machinery,
9 the formulations and technical know-how.
10 And that's -- that was pretty much what
11 it amounted to.

12 Q. Were there personnel who
13 were employed by Goodyear Canada in the
14 manufacturing of this gasket material
15 who, as a result of this acquisition of
16 equipment and technological know-how, et
17 cetera, then became employees of Durabla
18 Canada?

19 A. Not as part of the
20 agreement, no.

21 Q. No, I understand not as part
22 of the agreement.

23 But as a natural occurrence
24 of the agreement, did people come over

1 and become employees of Durabla Canada?

2 A. Not people that were
3 directly involved in the manufacturing of
4 the product.

5 Q. Sales force?

6 A. No.

7 Q. What individuals?

8 A. The only individual that
9 would fall within your definition was
10 the -- a man who was the manager of the
11 plant, the Goodyear Canada plant that had
12 produced the product in the time period
13 we were referring to and then in 1973
14 became the manager of our company, of
15 Durabla Canada.

16 Q. Is that when this
17 equipment/know-how purchase occurred,
18 1973?

19 A. Yes. It all occurred in the
20 fourth quarter of 1973.

21 Q. Okay. At that point in
22 time, where was Durabla Canada
23 headquartered? I understand it's in
24 Belleville, Ontario?