

# EXHIBIT 1.

STATE OF NEW YORK  
SUPREME COURT COUNTY OF RENSSELAER

-----:  
JAY BURDICK, CONNIE PLOUFFE,  
EDWARD PLOUFFE, FRANK SEYMOUR,  
EMILY MARPE, as parent and natural  
guardian of E.B., an infant, and  
G.Y., an infant, JACQUELINE MONETTE,  
WILLIAM SHARPE, EDWARD PERROTTI-SOUSIS,  
MARK DENUE and MEGAN DUNN,  
individually, and on behalf of all  
similarly situated,

Plaintiffs,

- Against -

INDEX NO:  
00253835

TONOGA, INC. (d/b/a TACONIC),

Defendant.

-----:  
TRANSCRIPT IS MARKED CONFIDENTIAL - ATTORNEYS' EYES ONLY  
VIDEOTAPED DEPOSITION of: LARRY CARROLL  
(Defendant Agent)

Wednesday, August 22, 2018  
10:05 a.m. - 5:03 p.m.

HELD: Bond, Schoeneck & King, PLLC  
22 Corporate Woods Boulevard  
Albany, New York 12866

Reported by: Deborah M. McByrne

Videotaped by: Corrine Gates

Job No. 2935123

1 BY MS. MATARAZZO:

2 Q. How many locations -- strike that.

3 Taconic is a global company; correct?

4 A. Correct.

5 Q. And that means that they've got locations throughout  
6 the globe; correct?

7 A. In -- yeah. I think four, four regions, four  
8 continents.

9 Q. If you can, can you tell me the countries in which,  
10 today, Taconic has manufacturing facilities?

11 A. Manufacturing facilities?

12 Q. Umm-humm.

13 A. We would be in the U.S., we would be in Brazil, we  
14 would be in Europe and Ireland, Germany. It would  
15 be light, light manufacturing; UK would be light  
16 manufacturing. We would be in Poland, we would be  
17 in Korea. We have a -- just a sales office in  
18 Canada.

19 Q. The "About Taconic" page on Taconic's website, which  
20 I looked at on the 19th, so a couple -- a few days  
21 ago, also mentions a location in France?

22 A. Yeah. I didn't want to interrupt you. We have a  
23 sales operation in France, as well. Sorry. And if  
24 you give me a quick second -- well, I said the U.S.,  
25 but that would cover California, as well.

1 Q. Yes. So you have, in the United States, you have a  
2 manufacturing location in Petersburg, New York, and  
3 also in California; correct?

4 A. Correct.

5 Q. Any other locations within the United States?

6 A. In the United States, no. No other states.

7 Q. In the other countries that you mentioned, is there  
8 one manufacturing location or multiple locations?

9 A. So in Korea we would have -- we're in one location.  
10 We have three different buildings, like, you know,  
11 within the same area within -- our manufacturer in  
12 Korea says 150 meters of each other, but I think  
13 it's a little further than that between two  
14 buildings.

15 Q. Okay. Are they on the same campus, or are there  
16 three separate campuses?

17 A. There are three separate plots within the same  
18 development zone.

19 Q. How many employees does Taconic have today?

20 A. I believe 703.

21 Q. How many of those employees are located in  
22 Petersburg, New York?

23 A. Oh, God. It's a test.

24 Q. Approximately.

25 A. Approximately, two -- today?

1 Q. Yes.

2 A. And this would be a guess. 240.

3 Q. I guarantee your math is a lot better than mine.

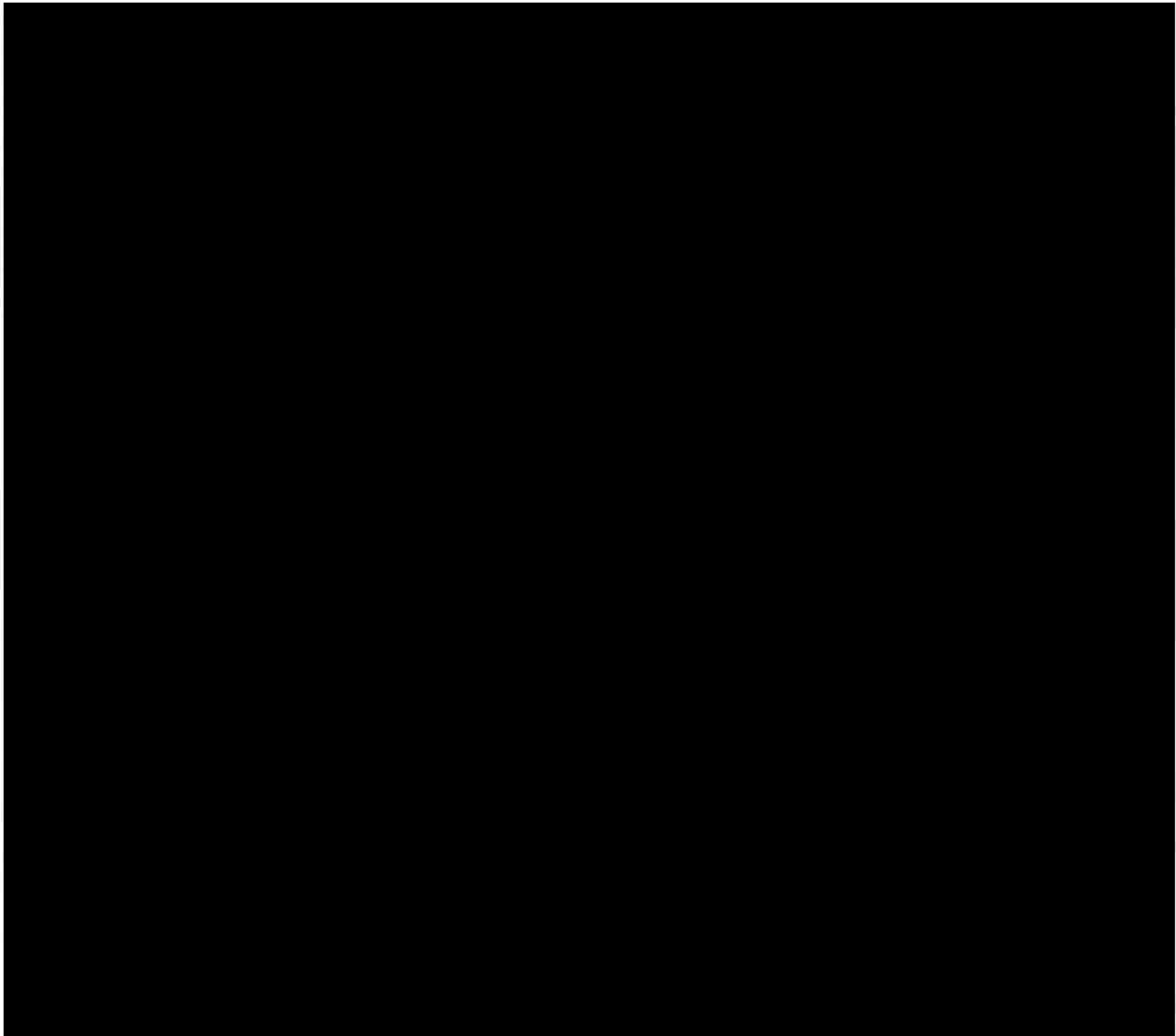
4 Does that mean that approximately 460 employees are  
5 located elsewhere throughout the world?

6 A. Yes. Including California, for example.

7 MS. MATARAZZO: You guys good?

8 MS. DUFFY: Yes. Just a temperature  
9 issue.

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1 Q. -- or Jean Gerbini sent it back in --

2 A. That time frame.

3 Q. -- 2005?

4 A. Correct.

5 Q. And then you're saying you received correspondence  
6 back from them, essentially declining to cover any  
7 legal actions that ensued?

8 A. No. I think it was more: We received your letter,  
9 we acknowledge your letter, and we reserve the  
10 right, kind of response.

11 Q. Okay.

12 A. And in the case -- and at that time and still, it's  
13 an unregulated chemical. But the Federal Government  
14 then, thank you for sending this, but -- we  
15 acknowledge, I think in the case we acknowledge that  
16 we had covered you during the period of time or not,  
17 or clarification, was all handled by outside  
18 counsel.

19 Q. What was the purpose of the letters to the insurance  
20 carriers that Ms. Gerbini drafted and that were  
21 sent, that you referred to in your e-mail on  
22 August 3, 2005?

23 A. I didn't draft the letter. It was at advice of  
24 outside counsel. It was Jean Gerbini is, I think  
25 her practice is in that area, and she would have

1           been working for Scott Fein. And we put everyone on  
2 notice at that point, in addition to the agencies,  
3 our insurance carriers, all this -- all these items.

4   Q.   And specific to the insurance carriers, when you say  
5 you put them on notice, what did you put the  
6 insurance carriers on notice of in or around  
7 August 3, 2005?

8   A.   That we had done some testing of -- and found an  
9 unregulated -- just a PFOA, and that we're letting  
10 them know that we -- something. I don't know. I'd  
11 like to read the letter again to understand and  
12 answer your question a little bit more.

13   Q.   And that's the letter that you saw in the last few  
14 years; correct?

15   A.   No, in the recent past before the last few years, in  
16 the last couple months.

17   Q.   Okay. So you've seen this letter. And did you read  
18 the letters referred to in Point 2 of your e-mail  
19 when you saw them in the last couple months?

20   A.   No.

21   Q.   What was the purpose of putting the insurance  
22 carriers on notice that you had found PFOA in the  
23 wells on-site at the Petersburg facility?

24   A.   I don't know what the purpose was.

25   Q.   Okay. So you had --

1 I think you had said that you actually  
2 drafted the letters with the assistance of counsel?

3 A. No.

4 Q. Okay. So Ms. Gerbini drafted the letters?

5 A. Umm-hmm. Correct.

6 Q. And you coordinated that, I assume, because working  
7 with the insurers was part of your job  
8 responsibility at that time; correct?

9 A. Well, working with our broker on the policies would  
10 have been my job responsibility. So I would be --  
11 I'd have knowledge of what policy existed.

12 Q. Right.

13 A. I'd have knowledge of what policy -- where files  
14 would be relative to past policies, or who would  
15 have been, you know, part of that. You know,  
16 Sharon Goodermote would have been vice president of  
17 administration and part of that, as well.

18 Q. Okay. And your responsibilities included insurance;  
19 correct?

20 A. Negotiating insurance, yeah.

21 Q. Sure. Understanding what those policies covered;  
22 correct?

23 A. Understanding what coverages we had, and whether it  
24 was Workers' Comp, commercial liability, you know,  
25 property insurance, those -- yeah.



- 1 Q. Sure. So let's talk about the liability policy. In  
2 terms of having a liability policy, you're  
3 negotiating those policies, you need to understand  
4 the coverages and negotiate the appropriate  
5 coverages for Taconic; correct?
- 6 A. General liability policies relative to the policies,  
7 I have a general understanding. Steve Healy, our  
8 broker, would have strong knowledge of that, as  
9 well.
- 10 Q. So you rely on your broker to educate you about the  
11 policies that are being sold to Taconic; correct?
- 12 A. If I have any questions relative to coverages or  
13 anything, I would ask that.
- 14 Q. And certainly it's part of your job, and was part of  
15 your job in 2005, to understand that Taconic had the  
16 appropriate coverage that it needed; correct?
- 17 A. Sharon Goodermote would have been in charge of that  
18 in the past, prior to Jim O'Keefe being the -- in  
19 the room to, you know, to be the guy, the lead, and  
20 then it would have been me, so.
- 21 Q. So that was definitely part of your responsibility  
22 in 2005; correct?
- 23 A. Responsibility of general liability coverage for the  
24 organization.
- 25 Q. To understand your insurance policies and make sure

1           that Taconic had appropriate coverage?

2       A.    And who truly understands insurance and coverages.

3           I had a good knowledge of what we had, and what --

4       Q.    Yeah.

5       A.    Yeah.

6       Q.    And you're saying that as of August 3rd of 2005, you  
7           did not understand the purpose for putting the  
8           carriers on notice with the letters you did of the  
9           PFOA contamination at the Petersburg facility; is  
10          that correct? Did I understand that correctly?

11      A.    No.

12      Q.    Okay.

13      A.    So we had put them on notice that we had found the  
14          presence of PFOA --

15      Q.    Why?

16      A.    -- an unregulated chemical.

17                   I'm not 100 percent certain about the  
18           legal reason why we would do that, but then we put  
19           our insurance carriers on notice. And they're  
20           saying somebody has an injury at the factory, we put  
21           them on notice. If we have a situation where, you  
22           know, we have equipment failure and a business  
23           interruption, potential business interruption,  
24           whether it leads to a claim or not, we put them on  
25           notice. Business interruption is a perfect example.

1           When we have a power outage and it lasts several  
2           days and we lose this, then we start compiling and  
3           we put them in -- on notice. We're very good to do  
4           that.

5       Q.    And you do that when you think that you may have a  
6           potential claim; is that correct?

7       A.    It's just good practice to let your carrier know  
8           what's happening in your business.

9       Q.    Well, certainly, because they could disclaim, if you  
10          have a claim, and you have not put them on notice;  
11          correct?

12      A.    I can't answer that question.

13      Q.    So you don't have an understanding, as a person who  
14          oversees insurance and has had that as part of their  
15          job responsibilities, per your testimony earlier  
16          today, you don't have an understanding of why you  
17          would put an insurance company on notice of a claim?

18      A.    I have -- it's certainly a good practice to put your  
19          carrier on notice to make sure if a claim arises in  
20          the future, right, that you would have them put on  
21          notice. It doesn't mean that they would -- It  
22          doesn't mean that you have coverage in every case,  
23          it doesn't mean that they wouldn't in this case push  
24          back or, say, deny, or to reserve the right.

25      Q.    Right. So to reserve the right to make a claim, is

1 that why you put your carriers on notice --

2 A. Or defend a claim.

3 Q. -- of the PFOA --

4 Or defend a claim.

5 -- of the PFOA contamination that was  
6 found on-site in 2004 and 2005; is that why you put  
7 the carriers on notice in or around August of 2005?

8 A. You use the word "contamination", and you use that  
9 often, and I disagree with that word. In that case  
10 it's an unregulated chemical, okay. So EPA had no  
11 standard. Has no standard for that. So you use the  
12 word "contamination", and that's -- I don't agree  
13 with that. I just want it to be on record for that.

14 Q. I don't have a problem with that. We can -- let's  
15 come up with a term we can agree on then.

16 A. Yeah. Presence of PFOA in our water was found.  
17 There is no guidance. There is no standard. I  
18 mean, there was no standard for that, but we felt it  
19 important to communicate it to the agencies and to  
20 our carriers.

21 Q. Okay. And the carriers that you alerted, these were  
22 carriers that held your general liability policies;  
23 correct?

24 A. Our general liability policies, our umbrella policy,  
25 as well.

1 Q. And you put your general liability carrier and your  
2 umbrella carrier on notice because you thought there  
3 might be the potential for a future claim; correct?

4 A. I don't know -- Certainly we put them on notice for  
5 a good -- for good business practices, correct, we  
6 would put them on notice. If there was ever a  
7 concern, and that would have been 2005, yeah. They  
8 renewed our general liability policy year after year  
9 after year with no concern relative to PFOA or the  
10 notice.

11 MS. MATARAZZO: Okay. I am going to  
12 move to strike that as unresponsive.

13 Q. So you put the general liability and umbrella  
14 carriers on notice, I assume because you had some  
15 concern that you may bear liability for the presence  
16 of PFOA in the water below the facility that was  
17 discovered in 2004 and 2005; correct?

18 MS. DUFFY: Objection. Asked and  
19 answered.

20 A. Again, I don't -- at the time, it was unregulated.  
21 At request -- or at --

22 It would have been a direction that  
23 our attorney at the time said you should take.  
24 Otherwise, I wouldn't have given notice, because --

25 Q. Understood.

1 understanding after this meeting of what a  
2 provisional health advisory is?

3 A. Provisional health advisory, if I recall  
4 correctly --

5 Well, it would have been nonregulated  
6 and non -- unregulated and unenforceable.

7 Q. Why do you think EPA issues these provisional health  
8 advisories, or what was your understanding at the  
9 time of why they would issue them?

10 A. Again, there was still a lot of unknown things  
11 relative to PFOA. And if we had known that, we  
12 would have, you know, we would have been aware of  
13 all the things we've done in the past, and to -- and  
14 at that time we were moving -- we would have been  
15 using low PFOA dispersions, and would have been on  
16 track to continue our proactive approach to, you  
17 know, to this from a Taconic standpoint.

18 Q. I am going to ask you to look at Exhibit -- oh, did  
19 I hand it to you, 139?

20 A. 244, 184.

21 MS. DUFFY: I have it. But -- I think  
22 I did.

23 MS. MATARAZZO: I'm sorry; ignore the  
24 highlighting on the first page. That shouldn't  
25 be there.

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