

EXHIBIT E

1 Berland

2 retained, was it the same lawyer or lawyers that
3 were representing Pfizer and Quiqley
4 simultaneously?

5 A. For the most part, yes.

6 Q. Were there any instances where, in
7 connection with a single claim, Pfizer and
8 Quiqley had separate counsel?

9 A. There were certainly instances in
10 which Quiqley was a defendant in a case going to
11 trial and Pfizer was not. And so there was
12 counsel, and I'd have to -- trying to remember
13 the sequence of events.

14 There were instances in which we --
15 they brought in at the time what were special
16 counsel to assist in trying the case, and
17 therefore they were representing only Quiqley
18 for that purpose.

19 Q. To the extent that settlement
20 proposals were proffered, was it Pfizer's
21 expectation or Pfizer's desire to effect a
22 settlement both of any exposure that Quiqley
23 would have as well as Pfizer?

24 MS. FROST: Object to the form of the
25 question.

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2 A. Could you restate the question?

3 Q. Sure. In the past when you went out
4 to try and settle a claim, did you look to buy a
5 release for both Pfizer and Quiqley?

6 A. We did. We essentially followed the
7 same system we had in CCR, where CCR would
8 settle for all members, whether they were named
9 in a claim or not, without regard to the nature
10 of the proof.

11 Q. When did Quiqley and Pfizer withdraw
12 from the CCR?

13 A. They withdrew from the CCR in mid
14 2001, but CCR and bundling had occurred some
15 months prior to that.

16 Q. There came a point in time, did there
17 not, when Pfizer settled a number of claims
18 without procuring a release for Quiqley,
19 correct?

20 A. Correct.

21 Q. And when did that process first begin?

22 A. I think those settlements were all in
23 2004. There may have been earlier exceptions
24 for one reason or another, but the bulk of those
25 kinds of the settlements that I think you're

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2 referring to were in 2004.

3 Q. And do you know how much money Pfizer
4 has paid to date in connection with those
5 settlements?

6 A. If you leave a blank in the
7 transcript, I'll supply that. I do have a
8 figure, I'm just blanking it out at the moment.

9 Insert: _____

10 Q. You recall, don't you, that the -- the
11 amounts that were paid are about 50 percent of
12 the total amount that was due?

13 A. Yes.

14 Q. And the other half is due and payable
15 on effective date of the plan for Quiqley.

16 A. Correct.

17 Q. So that as a natural consequence, the
18 longer it takes for Quiqley plan to be
19 confirmed, the longer it takes for Pfizer to
20 have to pay out on the settlements, correct?

21 MS. FROST: Objection.

22 Q. Is that right?

23 A. Could you restate the question?

24 Q. Sure. Isn't it true that Pfizer's
25 obligation to pay the second part of those

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2 settlements is delayed for as long as Quiqley
3 remains in Chapter 11?

4 A. The obligation to pay the second
5 50 percent occurs upon confirmation.

6 Q. And --

7 A. Confirmation that I think -- and
8 approval by the district court.

9 Q. What happens to Pfizer's payment
10 obligation for the second half of that
11 settlement if the Quiqley case is converted to a
12 Chapter 7?

13 MS. FROST: Objection to the form and
14 outside the scope of the deposition notice.

15 Q. Go ahead, you can answer.

16 A. Offhand, I don't know. I would have
17 to look at the plan documents.

18 Q. Were you involved in the negotiation
19 of the Pfizer settlements?

20 A. I was not.

21 Q. Where did Pfizer -- I'm sorry.

22 MR. WEISFELNER: Do you have any idea
23 how much we're talking about here, so I can
24 sort of give him a reference, and we can
25 move on with an agreement as to --

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2 proof to evolve after that.

3 So any claim in which your name is a
4 party is potentially a claim in which liability
5 could be imposed upon the defendant.

6 Q. Did Pfizer take the position, or has
7 Pfizer ever taken the position, that the
8 majority of its exposure to asbestos litigation
9 was derivative of or as a consequence of
10 products manufactured by Quiqley?

11 A. Yes.

12 Q. Okay. With regard to the claims that
13 were settled, did Pfizer have any reason to
14 believe that the majority of those claims were
15 predicated on something other than derivative
16 liability?

17 A. Not that I can recall offhand.

18 Q. Isn't it the case, sir, that Pfizer
19 determined to go out there and seek to resolve
20 those claims for Pfizer's benefit, but not
21 entirely for Quiqley's benefit, so as to afford
22 those settling parties the opportunity to vote
23 in connection with a Quiqley plan?

24 MS. FROST: Object to the form of the
25 question.

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2 counsel's direction.

3 A. Yes.

4 Q. Did Pfizer ever consider insisting on
5 a release for Quiqley from the settling
6 plaintiffs?

7 A. Not to my knowledge.

8 Q. Why not?

9 A. I'm not aware of that being
10 considered.

11 Q. Certainly, before this point in time,
12 settlements that were done, I think you
13 testified, typically were done for the benefit
14 of both Pfizer and Quiqley, correct?

15 MS. FROST: Objection. Form.

16 A. Which time?

17 Q. Before the time period that Pfizer
18 went out and attempted to enter into settlements
19 in connection with a potential Quiqley plan of
20 reorganization. Quiqley bankruptcy filing.

21 Do we have our time periods clear now?

22 A. I'm not sure we do, and -- but I'll
23 try to answer your question in the most general
24 terms. As I said, once the expectation arose
25 that Quiqley would be seeking bankruptcy

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2 protection, then the expectation as well was
3 that Quiqley's asbestos claim exposure would be
4 resolved within the Quiqley bankruptcy, and
5 Pfizer would address its asbestos exposure for
6 its products outside that bankruptcy.

7 Q. Notwithstanding the fact that Pfizer's
8 asbestos exposure was derivative of Quiqley's
9 products --

10 MS. FROST: Objection, form.

11 A. You want to restate it, do you want me
12 to try to answer it?

13 Q. That's all right, try your best to
14 answer it.

15 A. I'll do my best.

16 Again, and I'm not a bankruptcy
17 expert, my understanding is any claims relating
18 to alleged injuries for Quiqley's asbestos
19 products and dust-containing products would be
20 addressed, essentially within the Quiqley
21 bankruptcy.

22 Whether those claims were asserted
23 against Quiqley or against Pfizer, based on
24 Quiqley products, those would be addressed
25 within the Quiqley bankruptcy, and Pfizer would