

1 RESPONSE TO INTERROGATORY NO. 23:

2 Wagner has product liability insurance coverage which
3 would be applicable were plaintiffs to recover on their claim.
4 Wagner objects to the remainder of this Interrogatory on the
5 grounds that it is not relevant and not calculated to lead to
6 the discovery of admissible evidence pursuant to California
7 Evidence Code, §1155.

8 INTERROGATORY NO. 24:

9 If response to Interrogatory No. 23 is affirmative,
10 please list the name of each insurance carrier referred to in
11 the preceding interrogatory, the amount of such coverage, and
the effective dates of each policy?

12 RESPONSE TO INTERROGATORY NO. 24:

13 Wagner objects to this interrogatory on the grounds
14 that it is overly broad, unduly burdensome and not calculated to
15 lead to the discovery of admissible evidence.

16 INTERROGATORY NO. 25:

17 Is there any dispute as to insurance coverage with
18 respect to claims made by plaintiff?

19 RESPONSE TO INTERROGATORY NO. 25:

20 See Wagner's response to Interrogatory No. 23.

21 INTERROGATORY NO. 26:

22 Does defendant possess knowledge which would enable
23 asbestos-containing products to be manufactured or treated so as
24 to eliminate potential health hazards to workers using said
25 products?

26 RESPONSE TO INTERROGATORY NO. 26:

27 No product can be manufactured or treated as to elimi-
28 nate all potential hazards, health or otherwise, associated with
its use, since any product can be hazardous if used in an im-