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PLAINTIFF'S EXHIBIT

MAR-13

IN RE: ALL ASBESTOS-RELATED § IN THE SUPERIOR COURTS
PERSONAL INJURY OR DEATH CASES §
FILED BY BARON & BUDD, P.C. IN § OF
FULTON COUNTY, GEORGIA §
§ FULTON COUNTY, GEORGIA

**RESPONSE OF MAREMONT CORPORATION
TO PLAINTIFFS' MASTER SET OF INTERROGATORIES AND
REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANTS**

GENERAL OBJECTIONS

Defendant Maremont Corporation objects to any instruction, definition, interrogatory or request that purports to impose upon defendant any obligation not expressly set forth in the Georgia Rules of Civil Procedure. In addition, defendant objects to the definitions of the terms "Defendant", "You", "Your", and "Your company" on the ground that the definition of these terms is misleading and renders the interrogatories and requests vague, overly broad and unduly burdensome. Defendant also objects to definitions 2, 3, 4, 5, 10, 14, 17, 18, 19 and 20 as vague, confusing and misleading, particularly to the extent that words are defined in ways that are different from their common and ordinary meaning.

Maremont Corporation objects generally to these interrogatories and requests to the extent that they purport to require defendant to provide information with respect to all of its former subsidiaries and affiliated companies, which are not parties in this case, on the ground that, as so defined, the interrogatories and requests are overly broad and unduly burdensome, seek information not relevant to the subject matter of this action and are not reasonably calculated to lead to the discovery of admissible evidence.

PRELIMINARY STATEMENT

Maremont Corporation (Defendant Maremont), One Noblitt Plaza, Columbus, Indiana 47201, incorporated in the State of Delaware, is primarily engaged in the manufacture and distribution of automotive exhaust systems, shock absorbers, MacPherson struts and related hardware and parts.

On or about December 15, 1953, Maremont purchased the assets of a company in Paulding, Ohio known as Grizzly Manufacturing Company (Grizzly). Grizzly manufactured friction products, including brake linings, clutch facings and lined brake shoes,

and was the only Maremont division to ever utilize asbestos in any of its processes or operations.

Maremont sold this division on or about June 30, 1977, to Nuturn Corporation, a wholly-owned subsidiary of Turner and Newall, Ltd., except for a 20% interest, which was retained by Maremont. The remaining 20% interest was sold to Nuturn on or about April 23, 1982.

Soon after the purchase of Grizzly by Nuturn, Nuturn closed the Paulding facility and transferred the operation to a facility in Smithville, Tennessee.

At this time, Maremont does not have in its employ any person or persons who previously worked at the Paulding facility. Furthermore, it appears that very few Maremont employees continued employment with Nuturn.

Very little documentation exists within Maremont concerning the Paulding, Ohio operation. Any documentation pertaining to the site which was not discarded by Nuturn upon its move to Smithville would presumably be under the custody and control of Nuturn Corporation, now known as Ferodo.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1:

State the name, address, job title, length of time employed by Defendant, and a year-by-year list of all other positions, titles, or jobs held when working for Defendant of each person who has supplied any information used in answering these interrogatories.

RESPONSE:

Philippa M. Guthrie, Corporate Counsel and Assistant Secretary
Arvin Industries, Inc.
1 Noblitt Plaza, Box 3000
Columbus, Indiana 47202

Employed in this position since February 12, 1996.

INTERROGATORY NO. 2:

State whether or not you are a corporation. If so, state your correct corporate name, the state of your incorporation, the address of your principal place of business, the name and address of the person or entity authorized to accept service of process on your behalf, and whether or not you have ever held a Certificate of Authority to do business in the State of Georgia.

RESPONSE:

Defendant is a corporation. Maremont Corporation, incorporated in the State of Delaware, 1 Noblitt Plaza, Box 3000, Columbus, Indiana, 47202. All service of process for Defendant Maremont is accepted on its behalf by the CT Corporation.

Defendant Maremont has insufficient knowledge or belief to respond as to whether or not it ever held a Certificate of Authority to do business in the State of Georgia.

INTERROGATORY NO. 3:

If Defendant is disputing whether the Court has jurisdiction over Defendant in these actions, please state whether Defendant has engaged in any of the following activities:

- (a) Transacting business within this state;
- (b) Committing a tortious act or omission with this state, except as to a cause of action for defamation of character arising from the act;
- (c) Committing a tortious injury in this state caused by an act or omission outside this state;
- (d) Regularly doing or soliciting business, or engaging in any other persistent course of conduct, or deriving substantial revenue from goods used or consumed or services rendered in this state; and
- (e) Owning, using, or possessing any real property situated in this state.

RESPONSE: Not applicable. Defendant is not disputing personal jurisdiction at this time.

INTERROGATORY NO. 4:

Other than the actions at issue in this litigation, has Defendant ever been involved in any action where a party alleged

that Defendant engaged in the activities enumerated in the previous Interrogatory?

RESPONSE: Not applicable. Defendant is not disputing personal jurisdiction at this time. Further, Defendant Maremont has insufficient knowledge or belief to respond to this interrogatory.

INTERROGATORY NO. 5:

If Defendant is disputing whether the Court has jurisdiction over Defendant in these actions, please state:

- (a) Whether you have a registered agent for service of process in this state;
- (b) Whether you have an office in this state;
- (c) Whether you employ persons or independent contractors in this state;
- (d) Whether you have shipped products to this state, either directly or through suppliers;
- (e) Whether you received any income or revenue from the sale of products in or to this state and how that income or revenue compares to the total received by you through the sale of such products;
- (f) Whether you have participated in any civil litigation in this state;
- (g) Whether you have negotiated or executed any contracts within this state; and

(h) Whether your officers and/or employees have traveled to this state on company business.

RESPONSE: Not applicable. Defendant is not disputing personal jurisdiction at this time.

INTERROGATORY NO. 6:

Has Defendant or any of its predecessor or subsidiary companies at any time engaged in the mining and subsequent sale of material containing asbestos fibers? If so, identify the location of the mine(s), the years of its operation, the type of asbestos mined and whether you sold any asbestos to any Defendant in the Fulton County asbestos litigation.

RESPONSE: Defendant Maremont has never been involved in the mining of asbestos.

INTERROGATORY NO. 7:

Identify by name each product containing asbestos fibers that Defendant or any of its predecessor subsidiary companies at any time manufactured, distributed, installed, or sold.

RESPONSE: Grizzly manufactured, sold, labeled, distributed and supplied friction products, including disc pads, brake shoes, brake blocks, wound clutch facings, and brake linings and brake lining products for automobiles, vans and trucks. Grizzly manufactured and sold these products under the brand names: Grizzly, Ultra, Leland, Hyper, All-In-One A.I.O., Over-The-

Counter (OTC), Saftigrip and Silvertip, X-T Woven, Syncro, SS
Metallic, and Tru-Gard.

INTERROGATORY NO. 8:

If the answer to one or more of the last three Interrogatories is in the affirmative or lists any products, state as to each named product the following:

- (a) As to each product, state whether such product was mined, manufactured, marketed, distributed, installed, and/or sold;
- (b) The names of the companies mining, manufacturing, marketing, distributing, installing, and/or selling each product mined, manufactured, marketed, distributed, installed and/or sold;
- (c) The trade or brand name of each of those products mined, manufactured, marketed, distributed, installed, and/or sold;
- (d) The date each of the named products was placed on the market;
- (e) A description of the physical (chemical) composition of each of the named products, including the type of asbestos contained in the product and the percentage of asbestos put in each product;
- (f) The date each of the products was removed from the market and no longer sold or distributed and the reason or reasons therefor;
- (g) The date asbestos was removed from such products, if ever, and the reasons therefor;

- (h) A description of the physical appearance of each of the named products;
- (i) A detailed description of the intended uses of the named products; and
- (j) Identify the last year that you sold each asbestos-containing product.

RESPONSE:

- (a) See response to Interrogatory 7 above.
- (b) Defendant Maremont has insufficient knowledge or belief to respond fully to this subpart. Grizzly manufactured, distributed and sold the products to Sears Roebuck & Co., among others, and but did not get involved in installation.
- (c) See response to Interrogatory 7 above.
- (d) Defendant Maremont has insufficient knowledge or belief to respond fully to this subpart. However, Grizzly produced such products from 1953 onward and continued to produce them after Defendant Maremont sold the division in 1977. Defendant Maremont continued to distribute such products until 1980.
- (e) Defendant Maremont does not know the chemical composition of each such asbestos-containing product; however, Grizzly products collectively contained the following ingredients: Asbestos, 5R; Asbestos, 6D; Asbestos, 7D; Asbestos, 7M; Asbestos, 8T; Barium Ferrite; Barytes, Bleached and Unbleached; Carbon, Black; Cashew Particles; Cast Iron Dust; Emery Flour; Hexamethylenetetramine; Lime; Linseed Oil; Mineral Spirits; Oxide, Brown; Oxide, Red; Resin, Bakelite 5095; Resin, Borden 774-113; Resin, Monsanto 6823; Resin, Schenectady 868; Resin, Varcum 6019A; Rubber Dust; Seacoal; Silica; Sulfur; Talc.
- (f) Defendant Maremont has insufficient knowledge or belief to respond to this subpart. However, see Preliminary Statement and response to Interrogatory 8(d).

To Defendant Maremont's knowledge, asbestos was never removed from any of Grizzly's products.

(h) Defendant Maremont has insufficient knowledge or belief to respond to this Interrogatory. However, there is some information regarding some of Grizzly's products, including graphic representations, included in the documents provided in response to Plaintiff's Request for Production of Documents.

(i) The products were intended for use in the automotive aftermarket in the braking mechanisms of automotive vehicles.

(j) Defendant Maremont has insufficient knowledge or belief to respond to this subpart. However, see response to Interrogatory 8(d) above.

INTERROGATORY NO. 9:

Please list by brand name and model number (including the type of product) each and every respiratory protection product which was manufactured, sold, designed, supplied, marketed, distributed, relabeled, and/or resold by you or for you by others. As to each product, state the following:

- (a) the inclusive dates of production and sale of the product;
- (b) All manufacturing locations and the inclusive dates of manufacture at each location;
- (c) The physical characteristics, color, material composition, and appearance of the product, along with a full and precise description of the package in which the product was sold, including, but not limited to, the type of package, size, color, and writings thereon;

- (d) the identity of each and every known person and/or entity who distributed the product to job sites in the years during which the product was distributed by such persons and/or entities, and the geographic distribution range of each product;
- (e) If production, assembly, advertisement, sale or distribution of the product was ever temporarily ceased or discontinued, or if the product is no longer produced, all reasons it was discontinued, the identity of the person who made the decision to discontinue the product, the brand name of the replacement product, if any, and the date the replacement product, if any, first went into production; and
- (f) The identity of all sales and marketing literature, including brochures, catalogues, advertisements, owners' manuals, pamphlets or other material describing the product.

RESPONSE: Not applicable. Maremont did not manufacture, sell, design, supply, market, distribute, relabel or resell any respiratory protective product(s).

INTERROGATORY NO. 10:

For each product identified in your response to the previous Interrogatory, please state whether the product, at any time, contained any instructions, warning labels, and/or inserts, and with respect to each such instructions, warning label, and/or insert, state:

- (a) the inclusive dates it accompanied the product;

- (b) the exact physical size and wording of the instruction, warning label and/or insert;
- (c) Whether the instruction, warning label, and/or insert was placed directly on the product and/or packaging and, if so, where the instruction, warning label, and/or insert was located on the product and/or packaging;
- (d) All reasons why you provided the instruction, warning label, and/or insert with the product, and all the reasons for any changes or alterations in the instruction, warning label, and/or insert; and
- (e) The identity of the person responsible for the design, configuration, placement or wording of the instruction, warning label and/or insert.

RESPONSE: Not applicable. See response to Interrogatory No. 9.

INTERROGATORY NO. 11:

For each product identified in your answer to the previous Interrogatory, please state the upper limit of respirable asbestos dust concentration under which you contend your respiratory protection products can be safely utilized, and identify all tests, studies and/or other information upon which you rely to support your answer.

RESPONSE: Not applicable. See response to Interrogatory No. 9.

INTERROGATORY NO. 12:

If you distributed and/or installed asbestos-containing products, please identify all job sites in Georgia as well as in those states in which Plaintiffs worked identified on Plaintiffs'

Work History Sheets to which you distributed and/or installed such asbestos-containing products. With respect to each job site identified in your answer to this Interrogatory, please identify the type(s) of asbestos-containing product(s) distributed and/or installed by you at such job site, the brand name(s) of each type of asbestos-containing product distributed and/or installed by you at such job site, and the dates during which the asbestos-containing product(s) distributed and/or installed by you is or was present at such job site.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence, particularly because it is not limited to transactions possibly relevant to this case. Further, Defendant objects to providing any information regarding jobsites in Georgia. Most of the Plaintiffs are Alabama residence with Alabama Jobsites. Without a specific showing that plaintiff worked at a Georgia jobsite the requested information is merely a fishing expedition that could not lead to the discovery of relevant or admissible evidence. Further, the interrogatory is oppressive and burdensome and would require Defendant to undertake a massive and extraordinarily costly search.

Subject to the forgoing objections and without waiver of same, Defendant Maremont was not involved in installation of

products at all and given the nature of the sites listed, does not believe its friction products were distributed to such sites.

INTERROGATORY NO. 13:

For each and every job site identified by Plaintiffs on their Work History Sheets, please identify all job sites to which you distributed and/or installed asbestos-containing products. With respect to each job site identified in your answer to this Interrogatory, please identify the type(s) of asbestos-containing product(s) distributed and/or installed by you at such job site, the brand name(s) of each type of asbestos-containing product distributed and/or installed by you at such job site, and the dates during which the asbestos-containing product(s) distributed and/or installed by you is or was present at such job site.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence, particularly because it is not limited to transactions possibly relevant to this case. Further, the interrogatory is oppressive and burdensome and would require Defendant to undertake a massive and extraordinarily costly search.

Subject to the forgoing objections and without waiver of same, Defendant Maremont has insufficient knowledge or belief to respond to this Interrogatory.

INTERROGATORY NO. 14:

If you marketed, distributed, sold, installed, and/or maintained boilers, turbines, steam pressure vessels, condensers, vapor pressure units, high pressure vessels, or any other heat exchange system, including any adjacent and/or peripheral equipment necessary for the function of a vapor pressure unit, including, but not limited to, pipes, water tubes, air tanks, and cooling towers, please identify all job sites in Georgia as well as in those states identified on Plaintiffs' Work History Sheets to which you distributed and/or installed such asbestos-containing products. With respect to each job site identified in your answer to this Interrogatory, please identify the product(s) marketed, distributed, sold, installed, and/or maintained by you at such job site, including, but not limited to, the model of the product, the model number of the product, and the serial number of the product, the dates during which each such product was marketed, distributed, sold, installed, and/or maintained by you at such job site, the type(s) of asbestos-containing product(s) each such product contained, and the type(s) of asbestos-containing products installed, marketed, distributed, and/or sold in order to maintain each such product, the brand name(s) of each type of asbestos-containing product identified which was installed, marketed, distributed, and/or sold in order to maintain each such product.

RESPONSE: Not applicable. Defendant Maremont did not have any involvement in the activities listed with regard to such products.

INTERROGATORY NO. 15:

For each and every job site identified by Plaintiffs on their Work History Sheets, please identify all job sites to which you marketed, distributed, sold, installed, and/or maintained boilers, turbines, steam pressure vessels, condensers, vapor

pressure units, high pressure vessels, or any other heat exchange system, including any adjacent and/or peripheral equipment necessary for the function of a vapor pressure unit, including, but not limited to, pipes, water tubes, air tanks, and cooling towers. With respect to each job site identified in your answer to this Interrogatory, please identify the type(s) of asbestos-containing product(s) distributed and/or installed by you at such job site, the brand name(s) of each type of asbestos-containing product(s) distributed and/or installed by you at such job site, and the dates during which the asbestos-containing product(s) distributed and/or installed by you is or was present at such job site.

RESPONSE: Not applicable.

INTERROGATORY NO. 16:

If you manufactured, marketed, distributed, and/or sold friction products, including, but not limited to, brakes and clutches, please state:

- (a) The type of product manufactured, marketed, distributed, and/or sold by you;
- (b) the date the product first went into production;
- (c) The last date that the product was produced;
- (d) The last date that the product was sold;
- (e) All manufacturing locations of the product;
- (f) The asbestos-containing component and/or part contained in the product;
- (g) The percentage of asbestos in each asbestos-containing component and/or part; and

- (h) The type of asbestos fiber in each asbestos-containing component and/or part.

RESPONSE:

(a-d) See response to Interrogatory 8 above.

(e) Defendant's Grizzly facility was located in Paulding, Ohio. This was the only Maremont plant involved in the manufacture of friction products.

(f) Defendant Maremont has insufficient knowledge or belief to respond to this subpart. However, the asbestos generally served as a heat resistant substance lining the products for prevention of overheating and fire.

(g-h) See response to Interrogatory 8(e)

INTERROGATORY NO. 17:

Do any documents, including but not limited to, written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character, relating to the design, preparation, or introduction into the market of the products identified in your answers to these Interrogatories still exist? If so, state:

- (a) A description of each such document;
- (b) The name, address, and job title of each person who currently has possession of each document, and where it is presently located.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence.

Subject to the foregoing objections, and without waiver of same, any documents still in Defendant Maremont's possession related to the Grizzly operation will be made available to Plaintiffs at a time and place to be agreed upon by the parties. The documents are currently located in the legal department at Arvin Industries, 1 Noblitt Plaza, Box 3000, Columbus, Indiana, 47202.

INTERROGATORY NO. 18:

Before distributing, selling, or placing the products identified in your answers to these Interrogatories into the stream of commerce, were any tests conducted to determine potential health hazards involved in the use of, or exposure to, the materials such as asbestos, contained in those products? If the answer is affirmative, state:

- (a) the names of the products tested and date of each test;
- (b) The name, address, and job title of each person conducting the tests or involved with conducting the tests; and
- (c) the results of the tests.

RESPONSE: Defendant objects to this Interrogatory on the grounds it is overly broad, unduly burdensome and not reasonably calculated to the discovery of admissible evidence. Defendant also object to this Interrogatory on the grounds it assumes facts not in evidence and is misleading in that it implies that testing

was required. Subject to the foregoing objections and without waiver of same, to Defendant Maremont's knowledge, no such testing was done.

INTERROGATORY NO. 19:

Do any documents, including, but not limited to, written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character, relating to the testing of the products identified in your answers to these Interrogatories now exist? If so, state:

- (a) A description of each such document;
- (b) The name, address, and job title of each person who currently has possession of each document, and where it is presently located.

RESPONSE: Defendant objects to this interrogatory as vague, misleading, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant of admissible evidence. Subject to the foregoing objections and without waiver of same, see response to Interrogatory 17 above.

INTERROGATORY NO. 20:

Did Defendant or any of its predecessor or subsidiary companies make any design changes or modifications as a result of those tests identified in your answers to these Interrogatories? If the answer is affirmative, state:

- (a) The trade names of the products changed;
- (b) the nature of the changes made and the date of such changes or modifications;
- (c) The name, address, and job title of each person responsible for having caused a change to be made, or having made a change or modification.

RESPONSE: Defendant objects to this interrogatory as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, see responses to Interrogatory Nos. 18, 19 and 21.

INTERROGATORY NO. 21:

After releasing the products identified in your answers to these Interrogatories to the public, were any tests conducted on them to determine potential health hazards resulting from the use of or exposure to the materials, such as asbestos, contained in those products? If the answer is affirmative, state:

- (a) The names of the products tested and the dates of such tests;
- (b) The name, address, and job title of each person who conducted those tests;
- (c) The results of those tests;
- (d) Whether, as a result of the tests, any products were removed from the market;

- (e) The names of all products removed from the market as a result of these tests.

RESPONSE: Defendant objects to this interrogatory as vague, misleading, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Most product testing had nothing to do with any issue that is relevant in these cases. Further objecting, this interrogatory contains an implicit assumption of matters not otherwise established, which renders the interrogatory as argumentative, incapable of fair and correct answer, and without foundation. Without waiving these objections, to Defendant Maremont's knowledge, no such tests were done.

INTERROGATORY NO. 22:

Do any documents, including, but not limited to, written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character, relating to the potential health hazards of the products identified in your answers to these Interrogatories now exist? If so, state:

- (a) The name of each product;
- (b) A description of each document and how it relates to each product; and
- (c) The name, address, and job title of each person who currently has possession of each document, and where it is presently located.

RESPONSE: See response to Interrogatory 17 above.

INTERROGATORY NO. 23:

Did Defendant or any of its subsidiary companies make any design changes as a result of the tests identified in your answers to these Interrogatories? If the answer is affirmative, state:

- (a) The names of the products changed or modified;
- (b) The name, address, and job title of each person responsible for having made a change or modification;
- (c) The nature of the hazard or defect which resulted in such change or modification.

RESPONSE: To Defendant Maremont's knowledge, no such design changes were made.

INTERROGATORY NO. 24:

Has Defendant or any of its predecessor or subsidiary companies at any time published or distributed any printed material, including brochures, pamphlets, catalogs, packaging or other written material of any kind or character containing any warnings concerning the possibility of injury resulting from the use of the asbestos-containing products identified in your answers to these Interrogatories? If so, state:

- (a) the names of each relevant product;
- (b) The exact wording of each warning statement on each printed material;

- (c) A description of the printed material other than the warning statement;
- (d) The method used to distribute the warning to persons likely to use the product;
- (e) The date each warning was first issued, distributed, or placed on packaging;
- (f) The name, address, and job title of each person responsible for having drafted or issued the warning;
- (g) The current location of any such printed material and the custodian thereof;
- (h) The form in which such literature or printed materials can be accessed, i.e., the manner in which such literature is indexed or stored.

RESPONSE: Defendant objects to this interrogatory as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Defendant responds as follows:

- (a) The warning below appeared on all product boxes.
- (b) From 1973 forward, the following warning appeared on all Grizzly boxes containing products:

Caution
Contains Asbestos Fibers
Avoid Creating Dust
Breathing Asbestos May Cause Serious Bodily Harm

(c) - (f) Defendant Maremont has insufficient knowledge or belief to respond to these subparts.

(g) Any documents still in Defendant Maremont's possession related to the Grizzly operation will be made available to Plaintiffs at a time and place to be agreed upon by the parties. The documents are currently located in the legal department at Arvin Industries, 1 Noblitt Plaza, Box 3000, Columbus, Indiana, 47202.

(h) The documents are in hard copy kept in two ring binders.

INTERROGATORY NO. 25:

Before 1970, had you received notice that any individual or individuals claimed an injury as a result of using asbestos products manufactured and/or sold by your company or any of its predecessors or subsidiaries before 1970? If so, state:

- (a) The name and address of each claimant;
- (b) The date of notice of each claim;
- (c) A description of the claim;
- (d) The type of injuries allegedly sustained;
- (e) The name and address of each attorney who represents each individual making a claim;
- (f) The style and court number of each claim;
- (g) The disposition of each claim that has been settled or taken to judgment.

RESPONSE: No.

INTERROGATORY NO. 26:

Were your asbestos products distributed, marketed, packaged, labeled and/or sold by companies other than your own?

If the answer is affirmative, list the names and addresses of each of those companies, and the products in question.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, defendant states yes. Sears Roebuck & Co. Defendant Maremont is unable to identify other entities.

INTERROGATORY NO. 27:

Did you or any of your predecessor, successors, or subsidiaries have any distributors or sales representatives of asbestos products in Georgia as well as in those states identified on Plaintiffs' Work History Sheets? If so, state:

- (a) The name and address of each distributor or sales representatives;
- (b) The years in which such company or person distributed, marketed, or sold your products; and
- (c) What products were distributed, marketed, or sold and in what years.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence, particularly because it is not limited to transactions possibly

relevant to this case. Further, Defendant objects to providing any information regarding jobsites in Georgia. Most of the Plaintiffs are Alabama residence with Alabama Jobsites. Without a specific showing that plaintiff worked at a Georgia jobsite the requested information is merely a fishing expedition that could not lead to the discovery of relevant or admissible evidence. Further, the interrogatory is oppressive and burdensome and would require Defendant to undertake a massive and extraordinarily costly search.

Without waiving these objections, Defendant states that it has insufficient knowledge or belief to respond to this interrogatory.

INTERROGATORY NO. 28:

List each employee who has acted in a medical advisory capacity to your company at any time during the past 40 years, including, but not limited to, physicians and industrial hygienists, and the current address, telephone number, and job title of each of those individuals and who has, had or may have had any knowledge regarding the hazards of asbestos.

RESPONSE: Defendant objects to this interrogatory as vague, ambiguous, overly broad, misleading, insufficiently limited in time, speculative, unduly burdensome and not reasonably

calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Defendant Maremont assumes that the question is properly intended to elicit information on any medical or industrial hygiene personnel involved with the Grizzly operation.

It is believed that a physician was retained at Grizzly's Paulding, Ohio facility for the purpose of general examinations and first aid for two days per week as of an unknown date in 1969. Other physicians are believed to have visited the facility after 1969 to take X-rays and after 1972 to conduct pulmonary function and hearing tests for plant personnel. Defendant Maremont does not know the names or identities of any of the physicians. An industrial hygienist named Debbie Henderson was employed at or attended the facility from 1977. Defendant Maremont does not have any additional information on Ms. Henderson or on any other industrial hygienists who may have been employed at the Paulding facility.

INTERROGATORY NO. 29:

Does Defendant have in its possession any books, pamphlets, memoranda, or written materials of any kind or

character that would indicate that asbestos fibers, when inhaled, can be hazardous to the health of human beings? If so state:

- (a) The name of each such publication;
- (b) The date of publication and the names of the author and publisher (if any);
- (c) The date received by Defendant, if known; and
- (d) The name, job title, and address of each person who currently has possession of each publication and its present location.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, unlimited in time, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Subject to the forgoing objections and without waiver of same, any such documents are included in the documents to be provided to Plaintiffs in response to the Request for Production of Documents.

INTERROGATORY NO. 30:

Has Defendant or any of its subsidiary or predecessor companies at any time been a member of any trade organization or association that published or disseminated any documents or information relating to the hazards of asbestos comprised of other manufacturers, miners, marketers, and/or sellers of asbestos products? If so, state:

- (a) The name and address of each such association or organization;
- (b) The dates during which Defendant or any of its subsidiaries or predecessors were members;
- (c) The names and dates of any publications, minutes, or reports published, written, or disseminated by any of the named associations or organizations; and
- (d) Whether any of those publications are still in your possession, and if so:
 - (i) A description of the publications, including the date;
 - (ii) The current location of such publications;
 - (iii) The custodian of such publications; and
 - (iv) The method or manner in which such publications are maintained.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence, particularly to the extent that it requests information or documents received by Maremont or its counsel only as a result of asbestos litigation, or which are available to plaintiffs' counsel from other sources. Without waiving these objections, Defendant Maremont knows that it had some association with: the

Asbestos Information Association, the Friction Materials Standards Institute, the Automotive Parts and Accessories Association, the Motor Equipment Manufacturers Association, and the Automotive Service Industry Association. Any publications from these associations still in Defendant Maremont's possession are included in the documents to be provided to Plaintiffs.

INTERROGATORY NO. 31:

Identify by name and location each plant or manufacturing facility in which the products identified in your answers to these Interrogatories were manufactured, assembled, or prepared for sale or marketing, specifying which plants produced each item, the dates each plant is or was in operation, and the time span during which each named item was produced or manufactured.

RESPONSE: See Preliminary Statement and response to Interrogatory 16(e) above.

INTERROGATORY NO. 32:

Have printed sales materials been prepared by Defendant or any of its subsidiary or predecessor companies or their agents purposes of marketing or advertising products containing asbestos? If so, state:

- (a) The name, address, and job title of each person or entity who prepared such materials;

- (b) The name, address, and job title of each person who currently has possession of such materials and their present location;
- (c) The date the materials were prepared; and
- (d) The media used to disseminate the sales materials.

RESPONSE: Defendant objects to this interrogatory as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, any such documents are included in the documents to be provided to Plaintiffs in response to the Request for Production of Documents.

INTERROGATORY NO. 33:

Did Defendant or its predecessors or subsidiaries provide any information to the United States Patent Office regarding any asbestos-containing products identified by Defendant in the answers to these Interrogatories? If so, please identify:

- (a) The information provided;
- (b) All documents and other material provided; and
- (c) Any and all communications Defendant had with any employee and/or representative of the United States Post Office.

RESPONSE: Defendant objects to this request as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Defendant Maremont is unaware of any such information provided to the United States Patent Office.

INTERROGATORY NO. 34:

Have any written or printed materials or instructions of any kind or character been prepared by Defendant or any of its subsidiary or predecessor companies or their agents indicating how asbestos products should be used and maintained? If so, state:

- (a) The name, address, and job title of each person who prepared such materials or instructions or assisted in their preparation;
- (b) The name, address and job title of each person who currently has possession of such materials or instructions and their present location;
- (c) The dates of distribution or use and the manner in which such materials or instructions were distributed to purchasers of Defendant's products or those of its subsidiaries or predecessors; and
- (d) The year each such written material or instruction was prepared and disclosed to potential customers.

RESPONSE: Defendant objects to this interrogatory as confusing, overly broad, unduly burdensome and not reasonably calculated to

lead to the discovery of relevant or admissible evidence.

Further, Defendant objects to this interrogatory in that the Plaintiffs' and Plaintiffs' employers were sophisticated commercial user and were so experienced and sophisticated with regard to asbestos-containing products that no duty to warn existed. The knowledge of the worker Plaintiffs' employers regarding the uses and maintenance of the products was equal to or superior to that of Defendants, and, therefore, Defendants had no duty to warn the worker Plaintiffs as employees of sophisticated commercial purchasers/users who furnished asbestos-containing products to their employees for their use. Without waiving these objections, any such documents are included in the documents to be provided to Plaintiffs in response to the Request for Production of Documents.

INTERROGATORY NO. 35:

Does Defendant have insurance policies that might cover the claims made by Plaintiffs in these cases? If so, list the name of each insurance carriers, the amount of initial coverage, amount of coverage remaining at the present time, and the effective dates of each policy. (If properly answered, this Interrogatory need not be supplemented as to the remaining amount of coverage).

RESPONSE: Please see attached list of insurance coverage included in the Wellington Agreement. To the extent this interrogatory requests additional information, defendant objects to it as unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence.

INTERROGATORY NO. 36:

As to the disease asbestosis, state:

- (a) The date on which Defendant or its subsidiary or predecessor first learned that such disease was caused by inhalation of asbestos fibers by humans;
- (b) How Defendant became aware of the existence of the disease;
- (c) Who within the company first discovered, recognized or understood the adverse consequences or effects of the disease and/or of asbestos exposure;
- (d) What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects;
- (e) Whether any such information is still maintained by Defendant or its subsidiary or predecessor in any written form;
- (f) Who is the custodian of such information; and

- (g) The date on which you first received knowledge of information that asbestosis was caused by inhalation of asbestos fibers.

RESPONSE: Defendant objects to this interrogatory as vague, misleading and unduly burdensome. Defendant further objects to this Interrogatory to the extent it calls for a medical expert opinion. Without waiving these objections, Defendant Maremont does not know when it first became aware of associations between asbestos exposure and disease in human beings. However, it was a matter of general knowledge from the 1960s onward that prolonged exposure to airborne asbestos could possibly be harmful. Defendant Maremont has insufficient knowledge or belief to answer subparts (a)-(d) or (g) any further. Any such information would be included in the documents to be made available to Plaintiffs.

(f) The custodian is Philippa M. Guthrie, Esq. of the Arvin Industries Legal Department.

INTERROGATORY NO. 37:

As to the disease lung cancer, state:

- (a) The date on which Defendant or its subsidiary or predecessor first learned that such disease was caused by inhalation of asbestos fibers by humans;

- (b) How Defendant or its subsidiary or predecessor became aware of the disease and its relationship to asbestos exposure;
- (c) Who within the company or its subsidiary or predecessor first discovered or recognized the adverse consequences or effects of asbestos exposure;
- (d) What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects;
- (e) Whether any such information is still maintained by Defendant or its subsidiaries or predecessors in any written form;
- (f) Who is the custodian of such information; and
- (g) The date on which you first received knowledge or information that lung cancer was caused by inhalation of asbestos dust and fibers.

RESPONSE: Defendant objects to this interrogatory as vague, misleading and unduly burdensome. Defendant further objects to this Interrogatory to the extent it calls for a medical expert opinion. Without waiving these objections, see response to Interrogatory No. 36.

INTERROGATORY NO. 38:

As to the disease pleural thickening or pleural plaques, state:

- (a) The date on which Defendant or its subsidiary or predecessor learned such disease was caused by inhalation of asbestos fibers by humans;
- (b) How Defendant or its subsidiary or predecessor became aware of the disease and that it was caused by exposure to asbestos;
- (c) Who within the company or its subsidiary or predecessor first discovered or recognized the adverse consequences or effects of asbestos exposure;
- (d) What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects;
- (e) Whether any such information is still maintained by Defendant or its subsidiaries or predecessors in any written form;
- (f) Who is the custodian of such information; and
- (g) The date on which you first received knowledge or information that asbestosis was caused by inhalation of asbestos fibers.

RESPONSE: Defendant objects to this interrogatory as vague, misleading and unduly burdensome. Defendant further objects to this Interrogatory to the extent it calls for a medical expert

opinion. Without waiving these objections, see response to Interrogatory 36 above.

INTERROGATORY NO. 39:

As to the disease mesothelioma, state:

- (a) The date on which Defendant or its subsidiary or predecessor learned such disease was caused by inhalation of asbestos fibers by humans;
- (b) The date of which Defendant first suspected that mesothelioma was caused by inhalation of asbestos dust and fibers;
- (c) How Defendant or its subsidiary or predecessor became aware of the disease and that it was caused by exposure to asbestos;
- (d) Who within the company or its subsidiary or predecessor first discovered or recognized the adverse consequences or effects of asbestos exposure;
- (e) What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects;
- (f) Whether any such information is still maintained by Defendant or its subsidiaries or predecessors in any written form;
- (g) Who is the custodian of such information; and
- (h) Whether Defendant agrees that there is no known medical cure for mesothelioma.

RESPONSE: Defendant objects to this interrogatory as vague, misleading and unduly burdensome. Defendant further objects to this Interrogatory to the extent it calls for a medical expert opinion. Without waiving these objections, see response to Interrogatory No. 36.

INTERROGATORY NO. 40:

As to gastro-intestinal cancer, laryngeal cancer, pharyngeal cancer or lymphatic cancer, state:

- (a) The type of cancer and the date on which Defendant or its subsidiary or predecessor first learned that such disease was caused by inhalation of asbestos fibers by humans;
- (b) What cancers has the Defendant or its subsidiary or predecessor become aware can be caused by exposure to asbestos fibers;
- (c) The date on which Defendant first suspected other cancers were caused by asbestos inhalation;
- (d) Who within the company or its subsidiary or predecessor first discovered the adverse consequences or effects of asbestos exposure;
- (e) Whether any such information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects;
- (f) Who is the custodian of such information; and

- (g) The date on which you first received knowledge or information that asbestosis was caused by inhalation of asbestos fibers.

RESPONSE: Defendant objects to this interrogatory as vague, misleading and unduly burdensome and on the ground that it calls for expert medical opinions. Without waiving these objections, See response to Interrogatory 36 above.

INTERROGATORY NO. 41:

Does Defendant believe that asbestos products can be manufactured or designed so as to eliminated all potential health hazards to persons working with or exposed to them? If the answer is affirmative, explain in detail, and attach any studies or surveys upon which this answer is based.

RESPONSE: Defendant objects to this interrogatory as vague, indefinite, misleading, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Further, the term "all potential health hazards" has not been defined and the types of products have not been specified. Defendant also objects on the ground that the interrogatory calls for expert medical and scientific opinions which it should not be required to give and on the ground that it attempts to shift the burden of proof to defendant. Without waiving these objections, defendant states that simply "working

with" or being "exposed to" asbestos-containing products is not potentially hazardous unless significant amounts of respirable asbestos fibers are present. Thus, whether there is any potential hazard would depend on the circumstances of the person's contact with the product, the characteristics of the product, how the product is being used, what safety equipment is being used and many other factors. Without more specific information about these factors, defendant cannot respond further to this interrogatory.

INTERROGATORY NO. 42:

Describe in detail the types of packages or packaging which Defendant or any of its subsidiary or predecessor companies used for asbestos material or products, listing the dates each type of package was used, a physical description of each type of package, and providing a description of any printed material or trademarks that appeared thereon.

RESPONSE: Defendant objects to this interrogatory as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Grizzly products were packaged in either white cardboard or brown cardboard boxes. The boxes had either the Grizzly label on the outside or not, depending on the

arrangement with the customer. With respect to brake products sold to Sears Roebuck & Co., prior to 1973 all Sears cartons were plain white with a label. From 1973 to 1976, there was a running change made to the OTC carton with a man working on a car. AIO products were still packaged in plain white boxes with a label. From 1976 to 1977, there was a running change made to the OTC products and the AIO products with a stop sign or a stop light on the carton.

INTERROGATORY NO. 43:

Has Defendant or any of its subsidiary or predecessor companies at any time entered into a "rebranding" agreement with any other company, either as buyer or seller, concerning asbestos materials or asbestos products? If so, state, as to each such agreement:

- (a) The name of the company manufacturing the asbestos products;
- (b) The trade name affixed to those products;
- (c) The periods of time covered by such agreement;
- (d) The volume, in dollar amount, of each transaction; and
- (e) The initial purchaser of the products.

RESPONSE: Defendant objects to this interrogatory as confusing, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence, particularly since the interrogatory is not limited to transactions possibly relevant to these cases. Without waiving these objections, Defendant Maremont knows that for much if not all of the time Maremont owned Grizzly, Sears Roebuck & Co. purchased Grizzly products and may have rebranded them under the Sears brand names. Defendant Maremont is unable to respond further to this interrogatory.

INTERROGATORY NO. 44:

List the name and address of each company from which Defendant or its subsidiary or predecessor purchased materials or asbestos products which Defendant sold or distributed in any form, stating the form of the materials, the dates of such purchases, and the ultimate disposal of such materials.

RESPONSE: Defendant objects to this interrogatory as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Grizzly's asbestos suppliers were: Asbestos Corporation Limited, Bell Asbestos Mines, LTD, Cassiar

Asbestos Corp., LTD, Ural Asbestos (purchased from Huxley Development Corporation) Atlas Asbestos Corporation, Hedman Mines, ltd., Johns-Manville Corporation and Vermont Asbestos Group. The asbestos was used in Grizzly's friction products.

In addition, for low volume items, Grizzly occasionally bought disc pads from other brake lining manufacturers and other products and relabeled them. The major source of the supply of disc pads Grizzly occasionally bought was Lear Siegler, Inc., then known as Royal. In addition, Grizzly provided specifications to a Brazil concern, Fras-le, for a very limited manufacture and shipment of products to be supplied to Grizzly. Grizzly sold these products under its own trade names. Defendant Maremont believes that disc pads were bought from Lear Siegler at least after 1969, perhaps before, and that products were bought from Fras-le beginning sometime after 1969. Defendant Maremont is unable to respond further to this interrogatory.

INTERROGATORY NO. 45:

Does Defendant or any of its subsidiary or predecessor companies currently have possession of any writings or contracts on those rebranding agreements set forth in the answer to Interrogatory No. 43? If the answer is affirmative, state:

- (a) The name, address, and job title of each person having custody of each of those documents and their current location; and
- (b) A brief description of each such document, including the dates and the parties signatory.

RESPONSE: Defendant objects to this interrogatory as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Subject to the foregoing objections and without waiver of same, Defendant Maremont does not believe so; however, any such documents would be included in the documents to be made available to Plaintiffs.

INTERROGATORY NO. 46:

Prior to 1968, did any person file a claim against a Worker's Compensation carrier covering Defendant or any of its subsidiaries or predecessors alleging that he/she contracted a disease from inhaling asbestos fibers? If so, provide:

- (a) A list of the claims, including each claimant's name, address and the date each claim was filed, and including the caption and jurisdiction of the claim;
- (b) The disease alleged in each such claim;
- (c) A brief summary of the disposition of each such claim; and

- (d) The name, address and title of the person having custody of the records pertaining to each such claim.

RESPONSE: Defendant objects to this interrogatory as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Subject to the foregoing objections and without waiver of same, to Defendant Maremont's knowledge, no Worker's Compensation claims have ever been filed against the company alleging harm from inhaling asbestos fibers.

INTERROGATORY NO. 47:

Did Defendant or any of its subsidiaries or predecessors maintain written minutes of corporate meetings, either board of directors, departmental, or otherwise, which reflect discussions pertaining to any subject matter related to asbestos, asbestos health hazards or asbestos products? If so, for each set of minutes, state:

- (a) The dates of each such meeting;
- (b) The general subject matter discussed at each meeting;
- (c) Who was in attendance at each meeting;
- (d) Where and by whom the written minutes are presently maintained;

- (e) By whom the minutes were taken and put into final format; and
- (f) Whether the minutes were abstracted the reports disseminated to other individuals, and if so, the names and job titles of those individuals.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, unlimited in time, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence, particularly to the extent that it may request information arising out of asbestos litigation. Further, this interrogatory is so broad and indefinite that it would be burdensome and expensive, if not impossible, for defendant to compile the requested information for all meetings that might be considered responsive. Without waiving these objections, Defendant Maremont is unaware of any such minutes.

INTERROGATORY NO. 48:

Do you or any of your subsidiaries, including foreign business entities, currently manufacture any products containing asbestos? If so, state:

- (a) As to each product, whether such product is mined, manufactured, and/or marketed or sold;

- (b) The names and addresses of the companies mining, manufacturing, marketing, and/or selling each of those products;
- (c) The trade or brand name of each of those products mined, manufactured, marketed and/or sold;
- (d) The date each of the named products was placed on the market;
- (e) A description of the physical (chemical) composition of each of the named products, including the type of asbestos contained in the product;
- (f) A description of the physical appearance of each product and its packaging;
- (g) A detailed description of the intended uses of each of the named products; and
- (h) Whether there are any warning labels on said products or containers regarding potential asbestos-related health hazards.

RESPONSE: No.

INTERROGATORY NO. 49:

State whether you or any of your predecessors and/or subsidiaries maintain, from 1940 through the present or for any portion thereof, copies of invoices, shipping documents, bills of lading, purchase orders, or other documents of a similar nature relating to the mining, manufacture, marketing, sale or distribution of asbestos products. If so, state:

- (a) The location of such documents;

- (b) The name and address of the custodian of the documents; and
- (c) The format in which the documents are kept, i.e., by state, by product, etc., and if by product, whether kept according to asbestos or non-asbestos.

RESPONSE: Defendant Maremont does not believe there are any such documents left in its possession; however, any that may be are included in the documents to be made available to Plaintiffs.

INTERROGATORY NO. 50:

Will you call company representatives as witnesses at the trial of any of these cases: If so, list:

- (a) The name, address, and job title of each company representative who may be called;
- (b) A summary of the testimony expected to be given by each such witness; and
- (c) List any and all previous times that the named witnesses have either given deposition or trial testimony in an asbestos-related case, including the jurisdiction, style of the case, case number, date of testimony, and the name of the attorney taking the deposition for the Plaintiffs in that case.

RESPONSE: Defendant Maremont states discovery is ongoing. Defendant has not yet determined what witnesses, if any, it intends to call at the trial. Maremont will supplement its

witness list in compliance with the Georgia Rules of Civil Procedure if, when and as it makes these determinations.

INTERROGATORY NO. 51:

Have Defendant or its subsidiaries or predecessors ever acquired through purchase, reorganization, or merger another corporation, company, or business which manufactured, sold, processed, distributed, or contracted or supplied products containing asbestos? If so, for each such entity, state:

- (a) Full and correct name;
- (b) Principal place of business;
- (c) state of incorporation;
- (d) Date of acquisition by Defendant; and
- (e) Whether or not the business entity was ever authorized to transact business in this state.

RESPONSE: See Preliminary Statement.

INTERROGATORY NO. 52:

Was each of your asbestos products generally expected to reach, or packaged to reach, the consumer or user, without substantial change in the condition in which it was sold? If not, with respect to any such product, explain in what way the Defendant claims its products were altered or substantially changed after sale or distribution and before reaching the user.

RESPONSE: Defendant objects to this interrogatory on the grounds that it is vague and ambiguous, since the term "consumer or user" is not adequately defined. Without waiving these objections,

Defendant states, yes. Some changes could be expected during installation, as some of the friction products sometimes required grinding to fit.

INTERROGATORY NO. 53:

For each asbestos-containing product identified in your answers to these Interrogatories, identify all foreseeable users, such as insulators, helpers, pipefitters, welders, machinists, plasterers, drywall finishers, carpenters, boilermakers, shipwrights and riggers, etc. of any of Defendant's asbestos-containing products.

RESPONSE: Defendant objects to this interrogatory as vague, ambiguous, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence, particularly because the categories of workers are not adequately defined or related to the plaintiffs in these cases. Without waiving these objections, Grizzly products were intended for installation by automotive mechanics and related personnel and for ultimate use by the owners of the automotive products in which the Grizzly products were installed.

INTERROGATORY NO. 54:

Based upon the material contents of your asbestos-containing products, the method of manufacturing, and the method of

application, can such products be generally applied without liberating asbestos fibers into the air?

- (a) If there is a different answer concerning different products manufactured, sold, distributed or used by your company, then specify the different products by precise manufacturer's name and popular name.
- (b) If there is a difference in your answer depending on the year or years in which a particular product was used, then specify in detail what year or years you are referring to and the specific products you are referring to and year involved.

RESPONSE: Defendant objects to this interrogatory as vague, indefinite, overly broad, misleading and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Methods of application, installation or handling varied and are not defined in the question, nor does the question identify specific products. Without waiving these objections, defendant Maremont states that the amount of dust created during use of products depended on the nature of the product, the method of application and many other factors. Many products would not have created dust during most applications or handling. Without more information concerning the specific products and the circumstances of their use, defendant cannot respond further to this interrogatory.

INTERROGATORY NO. 55:

Was it a foreseeable use of your asbestos-containing products that they may have been removed, stripped, or replaced at some time after installation?

RESPONSE: Defendant objects to this interrogatory as vague, misleading, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Defendant Maremont further objects to this interrogatory because it seeks a legal conclusion.

INTERROGATORY NO. 56:

Before 1970, did you or your subsidiaries or predecessor(s) ever arrange for any labor inspectors, insurance company inspectors or anyone from your company to go to job sites where your products were being used or installed to make or take dust level counts? If so, state when this procedure started, the purpose of such procedures, and all results of such procedures.

RESPONSE: Defendant objects on the grounds this Interrogatory is overly broad, vague and ambiguous. Further objection is based on the grounds that it is overly broad as to location and that the term "labor inspector" is vague, ambiguous and unintelligible. Subject to the foregoing objections and without waiver of same, Defendant Maremont does not believe so.

INTERROGATORY NO. 57:

If Defendant performed or had performed any dust level counts, what action, based on the results, did your company take?

RESPONSE: Defendant objects to this interrogatory as vague and ambiguous. Without waiving these objections, Defendant is unaware of any such testing having been done at its behest.

INTERROGATORY NO. 58:

Has your company or its subsidiaries or predecessor(s) ever conducted or caused to be conducted any studies designed to assist in minimizing the inhalation of asbestos dust and fibers by those exposed to the use of your company's products? If so, give the following:

- (a) Name of the person or firm conducting such studies;
- (b) The date the studies began and the date they were completed;
- (c) Any publication or other written dissemination of the results of the studies; and
- (d) the nature of any action to eliminate or minimize the inhalation of asbestos dust fibers.

RESPONSE: Defendant objects to this interrogatory as vague, indefinite, overly broad, repetitive, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, not to

Defendant Maremont's knowledge. However, a written report was prepared for one of Grizzly's largest customers, Sears Roebuck & Co., by W.N. Bockay, Grizzly's Manager of Technical Services, discussing among other things the issue of asbestos and brake installations. The report is included with the documents to be made available to Plaintiffs.

INTERROGATORY NO. 59:

Does your company have, has it ever had, or have your predecessor(s) or subsidiaries ever had, a Research Department? If so, give the year such Research Department was established, and whether or not such Research Department has operated continuously since being established. State also:

- (a) The amount of time and money expended each year on research concerning asbestos or asbestos-containing products;
- (b) What percentage of gross sales did your company or its predecessor(s) spend on research concerning the health effects of asbestos?
- (c) State in detail the purposes, duties, and responsibilities of such Research Department.

RESPONSE: Defendant objects to this interrogatory as overly broad, unduly burdensome, misleading and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Defendant Maremont

does not believe it had a research department in the sense
Plaintiffs seem to mean.

INTERROGATORY NO. 60:

Does your company have, or has it ever had, or have
your predecessor(s) or subsidiaries ever had, a Medical
Department? If so, state:

- (a) The year such Medical Department was established;
- (b) Whether or not such Medical Department has
operated continuously since being established;
- (c) The name of each director, chief, or head of your
Medical Department year by year, beginning with
the first year you had a Medical Director or
Medical Department, and the last known address and
phone number of each; and
- (d) State the duties and responsibilities of such
Medical Department.

RESPONSE: No.

INTERROGATORY NO. 61:

Did your company or its predecessor(s) or subsidiaries
ever place any warning directly on any of its asbestos-containing
products on their packaging? If so, identify the product(s) and
year said warning was first applied.

RESPONSE: Yes. See response to Interrogatory 24 above.

INTERROGATORY NO. 62:

Did your company or its predecessor(s) or subsidiaries ever stamp or place the name of the company, its initials, or any identifying logo on any of its asbestos-containing products? If so, please state the brand names of such products, a description of such stamp or logo and the dates such were placed on the referred products.

RESPONSE: Defendant Maremont does not know whether the names or logos were actually on the products or only on the boxes containing the products. There are examples of various logos included in the documents to be made available to Plaintiffs.

INTERROGATORY NO. 63:

Has your company, or your predecessor(s) or subsidiaries, ever devised a research plan to develop, or actually developed or had developed, a product which did not contain asbestos and which could be substituted for one or more of your asbestos-containing products? If so, state the date that such research plan was begun and when such asbestos-free product was first placed on the market.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, indefinite and misleading, particularly because the term "substituted for" is vague and overly broad. Without waiving these objections, not to Defendant Maremont's knowledge.

INTERROGATORY NO. 64:

Did your company or its predecessor(s) or subsidiaries ever recall any products containing asbestos from the market or stream of commerce? If so, state:

- (a) All details of such recall;
- (b) The name of the product recalled, including the reason for the recall and the names and current addresses of those individuals who determined that it should take place;
- (c) The dates of the recall; and
- (d) The purpose for the recall.

RESPONSE: Defendant objects to this interrogatory as ambiguous, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Defendant Maremont is unaware of any such recalls.

INTERROGATORY NO. 65:

Before 1970, did you ever manufacture or sell products which did not contain asbestos and which could be substituted for your asbestos-containing products? If so, state the date such asbestos-free products were first placed on the market.

RESPONSE: Defendant objects to this interrogatory as vague, indefinite, overly broad, misleading, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or

admissible evidence, particularly because the term "substituted for" is vague and overly broad. Without waiving these objections, Defendant Maremont has insufficient knowledge or belief to respond to this interrogatory.

INTERROGATORY NO. 66:

Have any products you identified in your answers to these Interrogatories not performed as intended? Please list all such products that have not performed as intended.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, indefinite, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Defendant Maremont has insufficient knowledge or belief to respond to this interrogatory.

INTERROGATORY NO. 67:

Did your company or its predecessor(s) or subsidiaries ever make, order, or arrange for any industrial hygiene surveys regarding asbestos or asbestos-containing dust? If so, give the date of such surveys and state who, or what entity, was responsible for completion of such surveys.

RESPONSE: Defendant objects to this interrogatory as vague, overly broad, unlimited in time, unduly burdensome and not

reasonably calculated to lead to the discovery of relevant or admissible evidence. Subject to the foregoing objections and without waiver of same, Defendant Maremont does not believe so.

INTERROGATORY NO. 68:

As to either the threshold limit values or maximum allowable concentrations for both asbestos dust and total dust provided by the American Conference of Governmental Industrial Hygienists, state:

- (a) The year in which Defendant or any predecessor(s) or subsidiaries were first advised of such limits or concentrations;
- (b) The name of the employee or official of the company receiving such advice; and
- (c) How Defendant received notice of such limits or concentrations.

RESPONSE: Defendant Maremont has insufficient knowledge or belief to respond to this interrogatory.

INTERROGATORY NO. 69:

Were the threshold limit values or maximum allowable concentrations inquired about in the previous Interrogatory for total dust, and not asbestos dust alone?

RESPONSE: Defendant Maremont has insufficient knowledge or belief to respond to this interrogatory.

INTERROGATORY NO. 70:

State in detail what tests, if any, Defendant ever made with regard to the quantity, quality, or threshold limit values of asbestos dust or particles to which workers were exposed while using, working with or around, or installing your asbestos-containing products.

RESPONSE: Defendant objects to this interrogatory as vague, confusing, repetitive, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Defendant Maremont is unaware of any such tests.

INTERROGATORY NO. 71:

Please state the following with respect to each expert witness that you may call during trial of these cases. Please designate with specificity the expert witnesses that you may call, including:

- (a) The name, address, and job classification of each such expert witness;
- (b) The subject matter on which the expert is expected to testify;
- (c) The substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion;
- (d) Whether any person identified in subparagraph (a) above has provided a report or other documentation to you, and if so, identify and produce each such document or report;

- (e) Identify all documents that you have provided to each person identified in response to subparagraph (a) above; and
- (f) Describe in detail the education and work history of, and identify any books, treatises, articles, published and unpublished reports, studies or other scholarly works authored by any individual identified in response to subparagraph (a) above. Alternatively, in lieu of said response, attach a copy of a resume or curriculum vitae and a list of publications to your answers.

RESPONSE: Defendant Maremont states discovery is ongoing.

Maremont has not yet determined the expert witnesses it intends to call at trial. Maremont will supplement its witness list in compliance with the Georgia Rules of Civil Procedure and the local Rules of this Court if, when and as it makes these determinations.

INTERROGATORY NO. 72:

Please state the name, present address and present telephone number, along with the experience and qualifications, if applicable, of each and every person, known to Defendant or to Defendant's agents, having knowledge of facts relevant to these cases including, but not limited to:

- (a) Identification of asbestos-containing products to which each and every individual Plaintiff, separate and distinct from all other Plaintiffs within the group, allegedly was exposed or facts disputing the identification of asbestos-containing products in this case;

- (b) Each and every individual Plaintiff's, separate and distinct from all other Plaintiffs within the group, alleged damages, injuries and/or facts disputing each and every Plaintiff's alleged damages and/or injuries;
- (c) The negligence of any person or entity other than Defendant which Defendant contends was a cause of each and every individual Plaintiff's, separate and distinct from all other Plaintiffs within the group, alleged injuries and/or damages; and
- (d) Each of Defendant's defenses enumerated in Defendant's last filed Answer in each of these cases.

RESPONSE: Defendant objects to this interrogatory as vague, premature, overly broad, unduly burdensome and impossible to answer. In the context of asbestos litigation, the phrase "knowledge of facts relevant to this case" is too vague and indefinite to enable defendant to respond. Without waiving these objections, In addition, for the most part it seeks information within the possession of Plaintiffs, not Defendant.

INTERROGATORY NO. 73:

When, if ever, did Defendant or any of its predecessors-in-interest first receive a copy of the article entitled "A Health Survey of Pipe Covering Operations in Constructing Naval Vessels", published in January, 1946 in the Journal of Industrial Hygiene & Toxicology, and authored by W. Fleischer and P. Drinker, et al. ("the Fleischer-Drinker Report")?

- (a) Identify the name and position of the employee or officer who received same;
- (b) Please produce all documents generated by Defendant which discuss or in any way reference the "Fleischer-Drinker" study prior to 1968;
- (c) Please produce all documents upon which your responses are based;
- (d) Please identify the name(s) and address(es) of any person(s) who can verify your above response;
- (e) Did Defendant ever rely on the Fleischer-Drinker Report in whole or in part as a basis that Defendant's asbestos products could be used in the workplace without risk of asbestos-related health impacts to the consumer and/or bystander;
- (f) If so, please produce every document which evidences in any way, that Defendant relied on the Fleischer-Drinker Report in whole or in part for the proposition stated in Interrogatory No. 73(e) above; and
- (g) If your answer to 73(e) is yes, when was the first date Defendant relied on the Fleischer-Drinker Report in whole or in part for the proposition stated in 64(e) above?

RESPONSE: Defendant objects to this interrogatory as overly broad, misleading, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Defendant Maremont is unaware that it ever received such a document.

INTERROGATORY NO. 74:

When, if ever, did Defendant or any of its predecessors-in-interest first receive a copy of the article entitled "A Study of Asbestos in the Asbestos Textile Industry", published in 1938 in Public Health Bill, No. 241, U.S. Public Health Service and authored by W.C. Dreessen ("the Dreessen report")?

- (a) Identify the name and position of the employee or officer who received same;
- (b) Please produce all documents generated by Defendant which discuss or in any way reference the "Dreessen" study prior to 1968;
- (c) Please produce all documents upon which your responses above are based;
- (d) Please identify the name(s) and address(es) of any person(s) who can verify your above response;
- (e) Did Defendant ever rely on the Dreessen Report in whole or in part as a basis that Defendant's asbestos products could be used in the workplace without risk of asbestos-related health impacts to the consumer and/or bystander?
- (f) If so, please produce every document which evidences in any way, that Defendant relied on the Dreessen Report in whole or in part for the proposition stated in Interrogatory No. 74(e) above;
- (g) If your answer to 74(e) is yes, when was the first date Defendant relied on the Dreessen Report in whole or in part for the proposition stated in 64(e) [sic] above.

RESPONSE: Defendant objects to this interrogatory as overly broad, misleading, unduly burdensome and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Without waiving these objections, Defendant Maremont is unaware that it ever received such a document.

INTERROGATORY NO. 75:

Please identify all documents and other tangible things, including, but not limited to, exhibits, video tapes, audio tapes, materials, and/or demonstrative aids, which support or refute any of Plaintiffs' claims in these actions.

RESPONSE: Defendant objects to this interrogatory as vague, indefinite, overly broad, unduly burdensome, premature and impossible to answer. The interrogatory fails to adequately specify the categories of documents to be identified, especially in the context of asbestos litigation. In addition, defendant does not have sufficient information about Plaintiffs' claims to respond to this interrogatory at this time.

INTERROGATORY NO. 76:

Please identify all documents and other tangible things, including, but not limited to, exhibits, video tapes, audio tapes, materials, and/or demonstrative aids, which support

or refute any of Defendant's defenses, including, but not limited to, affirmative.

RESPONSE: See response to Interrogatory No. 75.

**RESPONSES TO
REQUEST FOR PRODUCTION OF DOCUMENTS**

REQUEST FOR PRODUCTION NO. 1:

Please produce a true and correct copy of each photograph of each asbestos-containing product identified in answers to Plaintiffs' Interrogatories.

RESPONSE: Very little documentation exists within Maremont regarding Documents responsive to this request, if any, will be made available for plaintiffs' review at a mutually convenient time and place.

REQUEST FOR PRODUCTION NO. 2:

Please produce any diagrams or schematics indicating, stating or detailing the existence of any of your subsidiaries, predecessors, or divisions as defined in your answer to Interrogatory No. 2.

RESPONSE: See Response to Request for Production No. 1.

REQUEST FOR PRODUCTION NO. 3:

All documents which support, contradict, or are otherwise relevant to Plaintiff's claims of exposure to Defendant's products at any jobsite identified in Plaintiff's responses to discovery.

RESPONSE: See Response to Request for Production No. 1.

REQUEST FOR PRODUCTION NO. 4:

All documents identified in your answers to Plaintiffs' Interrogatories.

RESPONSE: See Response to Request for Production No. 1.

REQUEST FOR PRODUCTION NO. 5:

All documents supporting your answer to Interrogatory No. 3.

RESPONSE: See Response to Request for Production No. 1.

REQUEST FOR PRODUCTION NO. 6:

All documents supporting your answer to Interrogatory No. 5.

RESPONSE: See Response to Request for Production No. 1.

REQUEST FOR PRODUCTION NO. 7:

All documents supporting your answer to Interrogatory No. 9.

RESPONSE: See Response to Request for Production No. 1.

REQUEST FOR PRODUCTION NO. 8:

All documents supporting your answer to Interrogatory No. 12.

RESPONSE: See Response to Request for Production No. 1.

REQUEST FOR PRODUCTION NO. 9:

All documents supporting your answer to Interrogatory No. 13.

RESPONSE: See Response to Request for Production No. 1.

REQUEST FOR PRODUCTION NO. 10:

The current curriculum vitae and/or resume of all testifying experts identified by you in your answers to Plaintiffs' Interrogatories or in your Witness List served pursuant to Standing Order Number One.

RESPONSE: Defendant does not yet know what expert witnesses, if any, it will call at the trial of this matter. Additional information may be available from defendant's local counsel at a reasonable time before trial, or in accordance with the provisions of applicable court orders.

REQUEST FOR PRODUCTION NO. 11:

All documents and other tangible things identified by you in your answer to Interrogatory No. 75.

RESPONSE: Not applicable. See response to Interrogatory No. 75.

This 7 day of Jan, 1999.



E. Elaine Shofner
Georgia Bar No. 405361

HAWKINS & PARNELL, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3243
(404) 614-7445

Counsel for
MAREMONT CORPORATION

Exhibit B

Dated: June 27, 1985

FOOTNOTES TO HAREMONT CORPORATION SCHEDULES OF INSURANCE

1/ CNA has notified Haremont of its intention to assert a defense concerning the existence of this policy.

2/ No aggregate limit stated in policy; limit imposed pursuant to Section XVI of the ACF Agreement.

With respect to CNA policy 200375651, effective 1/1/79 to 2/12/82, CNA maintains there is a combined single limit aggregate stated in the policy.

3/ Excess of \$1,000,000 Lloyd's, which is excess of \$1,000,000 underlying primary coverage.

4/ Applicable only to occurrence not covered by underlying insurance.

5/ Per occurrence limit and aggregate limit were \$5,000,000 in 1971 and 1972; increased to \$10,000,000 in 1973, per endorsement 66. CNA has reserved its right to ACF pro-rated limits for the period 1/1/73 to 1/1/76.

6/ Based on \$5,000,000 for each of the first two policy years and \$10,000,000 for 1973, per endorsement 66.

7/ Coverage 3 defense costs do not apply against policy limits; Coverage 4 defense costs do apply against policy limits.

With respect to CNA policy 200375692, effective 1/1/74 to 1/1/75, CNA maintains that coverage 3 and therefore form 6 does not apply.

8/ Separate aggregate limits apply to product liability claims and to occupational disease claims by employees.

9/ Haremont has paid a portion of this retro balance (approximately \$150,000) as a result of Hartford's allocation of substantial asbestos claim indemnity to this policy year. By virtue of the reallocation which will take place under the ACF Agreement, Haremont is entitled to a premium refund.

10/ Increased to \$750,000 on 1/1/77.

11/ Calculated pursuant to Section XVI of the ACF Agreement.

12/ Excess of \$3,000,000 CNA, which is excess of \$1,000,000 underlying primary coverage.

13/ Excess of \$5,000,000 CNA, which is excess of \$3,000,000 underlying primary coverage.

14/ Part of \$10,000,000 excess of \$5,000,000 CNA, which is excess of \$1,000,000 underlying primary coverage.

15/ Excess of \$15,000,000, which is excess of \$1,000,000 underlying primary coverage.

16/ Excess of \$5,000,000 Harbor Insurance policy, which is excess of \$1,000,000 underlying primary coverage.

17/ Swiss francs, not U.S. dollars.

18/ Excess of 10,000,000 (Swiss francs) Allianz, which is excess of \$1,000,000 underlying primary coverage.

19/ Primary CGL policy excludes asbestos claim. Therefore, only coverage is per Transit excess policy.

20/ Total aggregate limits available under multi-year policies were calculated by adding up the aggregate for each year of the policy.

21/ Subject to further investigation, TNA does not waive its right to maintain that there has been consumption of limits under this policy.

22/ CNA has reserved its right to ACF pro-rated limits for the period 1/1/76 to 6/30/80.

23/ Excess of 10,000,000 (Swiss francs) of underlying insurance, which purports to exclude asbestos coverage.

24/ Excess of \$25,000,000 Fireman's, which is excess of 10,000,000 (Swiss francs) Allianz, which is excess of \$1,000,000 underlying primary coverage.

25/ From 1/1/71 to 6/30/82 excess of 100,000,000 (Swiss francs) Zurich and 100,000,000 (Swiss francs) AIG, Inc. CO., which are excess of \$15,000,000 Fireman's, which is excess of 10,000,000 (Swiss francs) Allianz, which is excess of \$1,000,000 underlying primary coverage.

From 6/30/82 to 12/31/82 excess of 100,000,000 (Swiss francs) Zurich and 100,000,000 (Swiss francs) AIG, Inc. CO., which are excess of 10,000,000 (Swiss francs) Allianz, which is excess of \$1,000,000 underlying primary coverage.

From 12/31/82 to 6/30/83 excess of 100,000,000 (Swiss francs) St. Paul-Mercury and 100,000,000 (Swiss francs) AIG, Inc. CO., which are excess of 10,000,000 (Swiss francs) Allianz, which is excess of \$1,000,000 underlying primary insurance.

From 6/30/83 to 1/1/84 excess of 100,000,000 (Swiss francs) Zurich and 100,000,000 (Swiss francs) AIG, Inc. CO., which are excess of \$5,000,000 Transit.

From 1/1/84 to 1/1/85 excess of 100,000,000 (Swiss francs) Zurich and 100,000,000 (Swiss francs) AIG, Inc. CO., which are excess of \$5,000,000 Transit.

26/ From 1/1/83 to 6/30/83 excess of 10,000,000 (Swiss francs) Allianz, which is excess of \$1,000,000 underlying primary coverage.

From 6/30/83 to 1/1/84 excess of \$5,000,000 Transit.

27/ Excess of \$5,000,000 Transit.

28/ From 1/1/85 to 7/1/85 excess of 100,000,000 (Swiss francs) Zurich.

APPENDIX B - SUMMARY OF COVERAGE

Attaching to and forming a part of the Agreement Concerning Indemnity-Related Claims:

Submitting Producer: **Windsor Commercial**

Initial Coverage Dates: **6/30/75**

SECTION I (COVERED RISKS):

A. Pre-Wire Insurance Policies (pre-6/30/75)

					Product Coverage				Non-Products Coverage				Totals (in thousands)			
Policy Period	Policy No.	Insured	Policy Type	Policy Page	Per Person Amount/Ret.	S.I. or Combined Aggregate		S.I. or Combined Aggregate		Per Occurrence Limit	Non-Products Aggregate		Type	Amount	Group Total	Risk Ret.
						S.I. or Combined Aggregate \$/	Combined Aggregate \$/	S.I. or Combined Aggregate \$/	Combined Aggregate \$/							
6/30/00-12/31/00	001	Windsor	Primary	A	1,000,000	1,000,000	0.25	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/01-6/30/01	002	Windsor	Primary	A, B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	10,000,000	0	10,000,000			
6/30/01-12/31/01	003	Windsor	Primary	A	1,000,000	10,000,000	0	10,000,000	1,000,000	1,000,000	10,000,000	0	10,000,000			
1/1/02-6/30/02	004	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/02-12/31/02	005	Windsor	Primary	B	1,000,000	1,000,000	0.25	1,000,000	1,000,000	1,000,000	10,000,000	0	10,000,000			
1/1/03-6/30/03	006	Windsor	Primary	A, B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/03-12/31/03	007	Windsor	Primary	A, B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/04-6/30/04	008	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/04-12/31/04	009	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/05-6/30/05	010	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/05-12/31/05	011	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/06-6/30/06	012	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/06-12/31/06	013	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/07-6/30/07	014	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/07-12/31/07	015	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/08-6/30/08	016	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/08-12/31/08	017	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/09-6/30/09	018	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/09-12/31/09	019	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/10-6/30/10	020	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/10-12/31/10	021	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/11-6/30/11	022	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/11-12/31/11	023	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/12-6/30/12	024	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/12-12/31/12	025	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/13-6/30/13	026	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/13-12/31/13	027	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/14-6/30/14	028	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/14-12/31/14	029	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/15-6/30/15	030	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/15-12/31/15	031	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/16-6/30/16	032	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/16-12/31/16	033	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/17-6/30/17	034	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/17-12/31/17	035	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/18-6/30/18	036	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/18-12/31/18	037	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/19-6/30/19	038	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/19-12/31/19	039	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/20-6/30/20	040	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/20-12/31/20	041	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/21-6/30/21	042	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/21-12/31/21	043	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/22-6/30/22	044	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/22-12/31/22	045	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/23-6/30/23	046	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/23-12/31/23	047	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/24-6/30/24	048	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/24-12/31/24	049	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/25-6/30/25	050	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/25-12/31/25	051	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/26-6/30/26	052	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/26-12/31/26	053	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/27-6/30/27	054	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/27-12/31/27	055	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/28-6/30/28	056	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/28-12/31/28	057	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/29-6/30/29	058	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/29-12/31/29	059	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/30-6/30/30	060	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/30-12/31/30	061	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/31-6/30/31	062	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/31-12/31/31	063	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/32-6/30/32	064	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/32-12/31/32	065	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
1/1/33-6/30/33	066	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			
6/30/33-12/31/33	067	Windsor	Primary	B	1,000,000	1,000,000	0	1,000,000	1,000,000	1,000,000	1,000,000	0	1,000,000			

APPENDIX D - ACCOUNTS OF INSURANCES

Attaching to and forming a part of the Accounts Concerning Adrienne Deland Claine:

Subscribing Producer: FIDELITY COMPANY

Initial Coverage Start Date: 6/30/75

SECTION 1 (COVERED BLANKS):

D. Post-Date Insurance Policies (Start-6/30/75)

Policy Period	Policy No.	Insured	Policy Type	Policy Form	Physical Coverage			Non-Physical Coverage			Subject Loss			
					Per Person Accident /Sickness Limits	B.I. or Combined Aggregate	B.I. or Combined Aggregate	Per Accident /Sickness Limits	Aggregate Coverage	Aggregate Coverage	Type	Amount	Comp. Limit	Settled

DATED: June 27, 1985

APPENDIX B - SCHEDULES OF INSURANCE

Attaching to and forming a part of the Agreement Concerning Automobile-Related Claims:

Defecting Products: COMPANY COMPANY

Initial Coverage Start Ending: 6/10/75

SECTION 1 (OWN COVERAGE SELECT):

a. Pre-Set Insurance Policies (see 6/10/75)

Policy Period	Policy No.	Insured	Policy Type	Policy Form	Products Coverage			B.I. or Combined Aggregate Deductible	B.I. or Combined Aggregate Deductible	B.I. or Combined Aggregate Deductible			Retention			
					Per Occurrence Aggregate Limit	B.I. or Combined Aggregate Deductible	B.I. or Combined Aggregate Deductible			Per Occurrence Aggregate Limit	Aggregate Deductible	Aggregate Deductible	Type	Amount	Per Loss	Other

DATED: June 27, 1985

2. Post-1994 Internet Collection (June 4/10/75)

* This includes all affiliated persons covered by the insurance policies listed herein.

APPENDIX D - SCHEDULE OF INSURANCE

Attaching to and forming a part of the Agreement Concerning Automobile-Related Claims:

Subscribing Producer: **WISCONSIN COMPANIES**

Initial Coverage Start Ending: 4/30/75

SECTION 2 (NEW COVERAGE SCHEDULE)

B. Post-Date Transmittal Policies (Post-4/30/75)

Policy Period	Policy No.	Insured**	Policy Type	Policy Form	Products Coverage				Non-Products Coverage				Retentions			
					Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit	Per Occurrence / Aggregate Limit
4/30/75 - 12/31/75	75-000100	W. Food Company	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000100	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000101	W. Food Co.	General	IV	0	1,000,000	1,000,000	0	1,000,000	0	1,000,000	0	0	0	0	0
4/30/75 - 12/31/75	75-000102	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000103	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000104	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000105	W. Food Co.	General	IV	0	1,000,000	1,000,000	0	1,000,000	0	1,000,000	0	0	0	0	0
4/30/75 - 12/31/75	75-000106	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000107	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000108	W. Food Co.	General	IV	0	1,000,000	1,000,000	0	1,000,000	0	1,000,000	0	0	0	0	0
4/30/75 - 12/31/75	75-000109	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000110	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000111	W. Food Co.	General	IV	0	1,000,000	1,000,000	0	1,000,000	0	1,000,000	0	0	0	0	0
4/30/75 - 12/31/75	75-000112	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000113	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000114	W. Food Co.	General	IV	0	1,000,000	1,000,000	0	1,000,000	0	1,000,000	0	0	0	0	0
4/30/75 - 12/31/75	75-000115	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000116	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000117	W. Food Co.	General	IV	0	1,000,000	1,000,000	0	1,000,000	0	1,000,000	0	0	0	0	0
4/30/75 - 12/31/75	75-000118	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000119	W. Food Co.	General	IV	0	100,000,000 IV	100,000,000 IV	0	100,000,000 IV	0	100,000,000 IV	0	0	0	0	0
4/30/75 - 12/31/75	75-000120	W. Food Co.	General	IV	0	1,000,000	1,000,000	0	1,000,000	0	1,000,000	0	0	0	0	0

* This includes all affiliated persons covered by the insurance policies listed herein.

** This includes all producers, managers and affiliated persons of each insured listed herein.

DATED: June 27, 1985

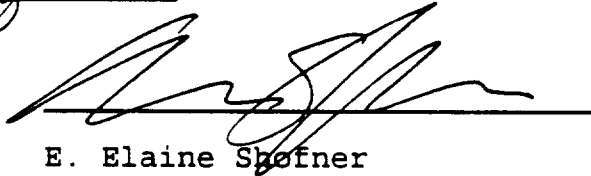
IN RE: ALL ASBESTOS-RELATED § IN THE SUPERIOR COURTS
PERSONAL INJURY OR DEATH CASES §
FILED BY BARON & BUDD, P.C. IN § OF
FULTON COUNTY, GEORGIA §
§ FULTON COUNTY, GEORGIA

RULE 5.2 CERTIFICATE OF SERVICE OF DISCOVERY

COUNSEL FOR MAREMONT CORPORATION has this day served Plaintiff's counsel, Mary E. Skelnik, Esq. and Kenneth S. Canfield, Esq. with a true and accurate copy of DEFENDANT MAREMONT CORPORATION'S RESPONSES TO PLAINTIFFS' MASTER SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANTS by posting same in the U.S. Mail with adequate postage thereon.

I also certify that all counsel on attached service list on this date are being notified of this filing by depositing same in the United States Mail.

This 7 day of June, 1999.


E. Elaine Shefner

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