See also Defendant's responses to Interrogatory Nos. 14 and 23, which responses are incorporated herein as if restated verbatim.

32. 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 each such agreement.

(d) The volume, in dollar amount, of each transaction.

(e) The initial purchaser of the products.

ANSWER:

Defendant objects to Interrogatory No. 32 to the extent it inquires of "predecessor companies" without identifying or defining such. Moreover, the interrogatory calls for a legal conclusion as to what companies are "predecessors" without setting forth a factual or legal foundation for such an opinion. Further, the interrogatory is overly broad, general and global, being not limited to products listed in response to Interrogatory No. 6 and not limited in time. The interrogatory is also vague, ambiguous and indefinite, failing to define or identify "rebranding agreements." Finally, the interrogatory seeks information which is neither relevant nor material to any issue in this case and is not reasonably calculated to lead to the discovery of admissible evidence at the trial of this lawsuit. Subject to and without waiving the foregoing objections, replacement brake linings packaged and sold by GM, whether made by GM or others, were generally packaged in containers with GM brand names, except for some linings packaged in plain containers with AMC part numbers.

33. 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.