

In Re Eighth Judicial District
Asbestos Litigation

MICHAEL JOSEPH KOLASINSKI

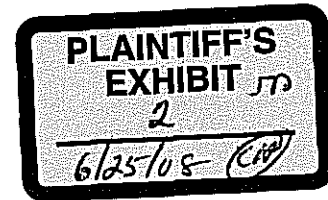
Plaintiff,

Index No. 2008-405

vs.

ACME LIQUIDATING CORP., successor in interest to
LIPE AUTOMATION CORP. f/k/a LIPE-ROLLWAY
TECHNOLOGY, INC., *et al.*,

Defendants.



**DEFENDANT ARVINMERITOR, INC.'S
OBJECTIONS AND RESPONSES TO PLAINTIFF'S INTERROGATORIES**

COMES NOW, Defendant ArvinMeritor, Inc., successor-in-interest to the former automotive segment of Rockwell International Corporation, ("ArvinMeritor") makes and files its Objections and Responses to Plaintiff's Interrogatories ("discovery requests").

GENERAL OBJECTIONS

1. ArvinMeritor objects to plaintiff's discovery requests on the grounds that they are overbroad, vague, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff's discovery requests have been propounded indiscriminately to every defendant without any attempt to tailor them to any individual defendant. Without waiving this objection and subject to the objections that follow, ArvinMeritor is providing information in response to plaintiff's discovery requests.

2. ArvinMeritor objects to plaintiff's discovery requests on the grounds that they improperly attempt to shift the burden of establishing product identification and causation from plaintiff to ArvinMeritor.

3. ArvinMeritor objects to plaintiff's discovery requests to the extent they seek information relating to sales of asbestos-containing products by ArvinMeritor to any entity or entities other than entities specifically identified by plaintiff as having been in the chain of distribution of an asbestos-containing product from ArvinMeritor to plaintiff or plaintiff's employers.

4. ArvinMeritor objects to plaintiff's discovery requests to the extent they seek information protected from discovery by the attorney-client privilege or the work product doctrine.

5. ArvinMeritor objects to plaintiff's discovery requests to the extent they seek disclosure of information generated by persons other than ArvinMeritor that has come into the possession of ArvinMeritor's counsel during the course of discovery and trial preparation in asbestos-related litigation.

6. ArvinMeritor objects to plaintiff's discovery requests to the extent they seek information relating to products of other companies.

7. ArvinMeritor objects to plaintiff's discovery requests to the extent they seek information subsequent to ArvinMeritor ceasing distribution of any asbestos-containing product.

8. ArvinMeritor objects to plaintiff's discovery requests to the extent they seek information that is not under ArvinMeritor's custody or control or which is within the public domain or otherwise equally available to plaintiff as to ArvinMeritor.

9. ArvinMeritor does not concede that any of its responses to plaintiff's discovery requests are or will be admissible evidence at a trial of this action, and ArvinMeritor does not waive any objection, on any ground, whether or not asserted herein, to the use of any such answer at trial.

10. To the extent applicable, ArvinMeritor incorporates by reference each of its

objections in each response that follows and reserves the right to amend or supplement its responses to plaintiff's discovery requests to reflect information which may become available to it up until the time of trial.

11. ArvinMeritor objects to the term "asbestos-containing product" on the grounds that it is so broad, vague, ambiguous, uncertain, and calls for speculation, that ArvinMeritor cannot determine the precise nature of the information sought, and therefore cannot respond without an unreasonable risk of inadvertently providing a misleading, confusing, inaccurate, or incomplete response.

12. In the present case against ArvinMeritor, plaintiff alleges that he was exposed to asbestos-containing friction products and automotive parts during his employment at Roger Sommers Garage in 1979; at Fillmore-Sycamore Collision from 1980 to 1982; at Pete's Collision from 1980 to 1992; at Auto Fix periodically from 1986 to 1991; at AM PM Auto and Truck in 1986; and at Miller's Collision from 1994 to 2000. The answers to plaintiff's discovery request therefore relate to brake products for medium and heavy-duty vehicles supplied by the former automotive business segment of Rockwell during the relevant period of 1980 to 2000. To the extent plaintiff's discovery request seek information relating to the operations of Rockwell beyond the manufacture and supply of friction products for medium and heavy-duty vehicles by the former automotive business segment of Rockwell during the years 1980 to 2000, ArvinMeritor objects on the grounds that such discovery requests are overbroad and unduly burdensome, and that the answers would neither contain nor are reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORIES

Interrogatory No. 1

State the name, address, employer and job position of the person or persons answering these interrogatories on your behalf, including each person who was consulted with, or who assisted in the answering of these interrogatories.

RESPONSE TO INTERROGATORY NO. 1:

See general objections. ArvinMeritor also objects to this request to the extent it seeks disclosure of information protected by the applicable privileges and immunities, and on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to this request to the extent it requests the creation and production of a document or documents that do not already exist. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: the information used in answering these interrogatories was gathered by counsel for ArvinMeritor over the course of many years from scores of individuals, many of whom provided only limited information. Among the individuals who provided information used in answering these interrogatories are:

<u>Name</u>	<u>Department</u>	<u>Last Known Company Location</u>
Ms. Barbara Boroughf	Safety	Troy, Michigan
Mr. Larry Bowman	Engineering	Troy, Michigan
Mr. John Bozick	Environmental Manager	Troy, Michigan
Mr. Terry Chen	Management Information Systems	Florence, Kentucky
Mr. Gerry Danner	Engineering	Troy, Michigan
Mr. Don Davidson	Engineering	Troy, Michigan
Mr. James Dietle	Product Cost	Troy, Michigan
Mr. William Edwards	Facilities Engineering	Troy, Michigan
Ms. Christine English	Sales	Troy, Michigan
Mr. James English	Quality and Reliability	Troy, Michigan
Mr. Joseph Ferguson	Sales	Kenton, Ohio
Mr. Andy Hansen	Quality Control	Troy, Michigan
Mr. Al Holmes	Engineering	Troy, Michigan
Mr. Glenn Hottman	Engineering	Troy, Michigan
Mr. Ralph Johnson	Sales	Troy, Michigan
Mr. Timothy Kephart	Purchasing	Ashtabula, Ohio
Mr. Bruce E. Ketcham	Product Analysis	Troy, Michigan
Mr. William Long	Safety	Troy, Michigan

Mr. Robert V. Mathers	Product Analysis	Troy, Michigan
Mr. Stephen McBride	Sales	Kenton, Ohio
Mr. Sam Narayan	Engineering	Troy, Michigan
Mr. James Patterson	Human Resources	Troy, Michigan
Mr. Jerry Rush	Safety	Troy, Michigan
Mr. Joseph Simard	Personnel	Tilbury, Ohio
Ms. Loraine Simmler	Sales	Troy, Michigan
Mr. Bob Svenson	Engineering	Ashtabula, Ohio

If living, these individuals may be contacted through undersigned counsel. Unless otherwise noted, copies of documents, which were maintained in the ordinary course of business and are responsive to some of the following interrogatories, have been reviewed and are maintained by ArvinMeritor's National Coordinating Counsel.

Interrogatory No. 2

With respect to the answering defendant, please state what:

- (a) the present legal name of the corporation is;
- (b) the prior names of the corporation, its predecessors, successors, or acquired entities;
- (c) state the dates of all mergers, consolidations, and/or reorganizations in which your corporation has taken part since the date of incorporation that have not been described in response to any other question are along with a description of the mergers, consolidations, and/or reorganizations.
- (d) all trade or other names under which the corporation presently does business and the nature of the business conducted under each name;
- (e) all trade or other named under which the corporation did business at any time;
- (f) the principal place of business of the defendant corporation and the acquired corporations at the time of acquisition and currently;
- (g) The place where the business records of any identified entity are maintained (both presently and prior to the present inquiry);
- (h) The name and business address of the present custodian records of defendant corporation and any prior custodian of records of defendant corporation.

RESPONSE TO INTERROGATORY NO. 2:

See general objections. ArvinMeritor also objects to this request to the extent it seeks disclosure of information protected by the applicable privileges and immunities, and on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not

calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: these responses are made by ArvinMeritor, Inc. successor-in-interest to the former automotive segment of Rockwell International Corporation. All answers to these interrogatories relate to "friction" products supplied by the former automotive business segment of Rockwell International Corporation (hereinafter "Rockwell") which manufactured and/or supplied a variety of brake products during the relevant time period for medium-and heavy-duty trucks and similar vehicles.

The companies with some relationship to Rockwell's former automotive business segment have been: Timken-Detroit Axle Company, until 1953 when it was consolidated into Rockwell Spring and Axle Company, which in 1958 became Rockwell-Standard Corporation, which in turn was merged in 1967 into North American Rockwell, which in turn was merged in 1973 into Rockwell International Corporation.

In 1996, Rockwell International Corporation conveyed certain of the assets and liabilities of a number of its business segments, including its automotive business, to a new Delaware corporation, also named Rockwell International Corporation (now named Rockwell Automation), with headquarters now at 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202. Effective October 1997, the new Rockwell International (now named Rockwell Automation) spun off certain of the assets and liabilities of its automotive business segment into a new company, Meritor Automotive, Inc.; and, in July 2000, Meritor Automotive, Inc. was merged into ArvinMeritor, Inc., a company incorporated in Indiana in 2000 with headquarters at 2135 West Maple Road, Troy, Michigan 48084.

In 1996, the original Rockwell International was merged with a subsidiary of The Boeing Company and was renamed Boeing North American, Inc., with headquarters in Seal Beach, California; and effective December 31, 1999, that company was merged into its parent corporation, The Boeing Company, a Delaware corporation incorporated in 1934 with headquarters at 100 North Riverside Plaza, Chicago, Illinois 60606. Neither the original Rockwell International nor any of its successor companies retained or acquired any of the assets or liabilities of Rockwell's former automotive business segment and have not operated any portion of the former automotive business segment.

During the relevant time period, Rockwell and ArvinMeritor regularly stored business records at their respective company plants, as well as at their corporate offices; and each such facility had its own records custodian. However, ArvinMeritor does not have a "custodian" of its records relating to its friction products business. Most business records that may be relevant to asbestos-related products liability litigation, however, have been gathered from these sources over time and are maintained at the offices of ArvinMeritor's National Coordinating Counsel. Documents, if any, responsive in whole or in part to this request may be contained in materials in ArvinMeritor's possession that will be made available to plaintiff at a time and place to be agreed upon between the parties. ArvinMeritor further states it has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 3

State whether there is any liability insurance which covers, or may cover, you for the

instant matter and, if so, discuss:

- (a) the name and address of the insurance carrier;
- (b) the policy number, including years for each policy; and
- (c) the applicable limits of liability.

RESPONSE TO INTERROGATORY NO. 3:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: the answer to this request may be ascertained from the company's insurance policies and related documents, which will be made available to plaintiff at a time and place to be agreed upon between the parties.

Interrogatory No. 4

State separately for each subpart whether the answering defendant (and any predecessor thereto) sold axles to the below listed manufacturers or their predecessors or successors for inclusion as original equipment parts or replacement parts in semi-tractor trucks during the enumerated following years:

(a) Ford Motor Company:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987

- (xix) 1988
- (xx) 1989
- (xxi) 1990

(b) Freightliner;

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(c) International Harvester;

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986

- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(d) Kenworth;

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(e) General Motors:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985

- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(f) Mack;

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(g) Peterbilt

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984

- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(h) Volvo

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

RESPONSE TO INTERROGATORY NO. 4:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: yes as to all subparts and refers plaintiff to its responses to Interrogatory Nos. 5 through 12.

Interrogatory No. 5

If the answer to any subpart of Interrogatory No. 4 is in the affirmative with respect to the Ford Motor Company, state the following with respect to the axles sold:

- (a) whether the answering defendant provided wheel assemblies with the axles

sold to Ford which were to be used by Ford for the manufacture of semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(b) If the answering defendant did not provide wheel assemblies with the axles sold to Ford, did it sell Ford wheel assemblies separate and apart from the axles for the use with semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987

- (xix) 1988
- (xx) 1989
- (xxi) 1990

(c) Did the wheel assemblies sold by the answering defendant to Ford for use with semi-tractor trucks come equipped with brake shoes during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(d) State separately for each of the years enumerated, whether the linings on the brake shoes fitted on the wheel assemblies sold to Ford for use on semi-tractor trucks contained asbestos or were asbestos free. If in any given year the answering defendant sold Ford some wheel assemblies with asbestos containing linings and some linings which were asbestos free, indicate for that year the percentage sold with asbestos linings.

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979

- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

RESPONSE TO INTERROGATORY NO. 5:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: upon information and belief, ArvinMeritor sold axles for "semi-tractor trucks" to Ford Motor Company from 1970 to 1990. ArvinMeritor typically would not have assembled brake assemblies on the axles that it sold to Ford; upon information and belief, Ford assembled some of the axles on the "semi-tractor trucks" that they manufactured. ArvinMeritor sold brake assemblies with asbestos-lined and non-asbestos-lined brake shoes to Ford during the period in question. The use of asbestos-containing brake linings was phased out beginning in the mid-1980s. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 6

If the answer to any subpart of Interrogatory No. 4 is in the affirmative with respect to the Freightliner, state the following with respect to the axles sold:

- (a) whether the answering defendant provided wheel assemblies with the axles sold to Freightliner which were to be used by Freightliner for the manufacture of semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979

- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(b) If the answering defendant did not provide wheel assemblies with the axles sold to Freightliner, did it sell Freightliner wheel assemblies separate and apart from the axles for the use with semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(c) Did the wheel assemblies sold by the answering defendant to Freightliner for use with semi-tractor trucks come equipped with brake shoes during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973

- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(d) State separately for each of the years enumerated, whether the linings on the brake shoes fitted on the wheel assemblies sold to Freightliner for use on semi-tractor trucks contained asbestos or were asbestos free. If in any given year the answering defendant sold Freightliner some wheel assemblies with asbestos containing linings and some linings which were asbestos free, indicate for that year the percentage sold with asbestos linings.

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

RESPONSE TO INTERROGATORY NO. 6:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: upon information and belief, ArvinMeritor sold axles for "semi-tractor trucks" to Freightliner from 1970 to 1990. ArvinMeritor typically would not have assembled brake assemblies on the axles that it sold to Freightliner; upon information and belief, Freightliner assembled some of the axles on the "semi-tractor trucks" that they manufactured. ArvinMeritor sold brake assemblies with asbestos-lined and non-asbestos-lined brake shoes to Freightliner during the period in question. The use of asbestos-containing brake linings was phased out beginning in the mid-1980s. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 7

If the answer to any subpart of Interrogatory No. 4 is in the affirmative with respect to the International Harvester, state the following with respect to the axles sold:

- (a) whether the answering defendant provided wheel assemblies with the axles sold to International Harvester which were to be used by International Harvester for the manufacture of semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(b) If the answering defendant did not provide wheel assemblies with the axles sold to International Harvester, did it sell International Harvester wheel assemblies separate and apart from the axles for the use with semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(c) Did the wheel assemblies sold by the answering defendant to International Harvester for use with semi-tractor trucks come equipped with brake shoes during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985

- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(d) State separately for each of the years enumerated, whether the linings on the brake shoes fitted on the wheel assemblies sold to International Harvester for use on semi-tractor trucks contained asbestos or were asbestos free. If in any given year the answering defendant sold International Harvester some wheel assemblies with asbestos containing linings and some linings which were asbestos free, indicate for that year the percentage sold with asbestos linings.

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

RESPONSE TO INTERROGATORY NO. 7:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: upon information and belief, ArvinMeritor sold axles for "semi-tractor trucks" to International Harvester from 1970 to 1990. ArvinMeritor typically would not have assembled brake assemblies on the axles that it sold to International Harvester; upon information and belief, International Harvester assembled some of the axles on the "semi-tractor trucks" that they manufactured. ArvinMeritor sold brake assemblies with asbestos-lined and non-asbestos-lined brake shoes to International Harvester during the period in question. The

use of asbestos-containing brake linings was phased out beginning in the mid-1980s. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 8

If the answer to any subpart of Interrogatory No. 4 is in the affirmative with respect to the Kenworth, state the following with respect to the axles sold:

- (a) whether the answering defendant provided wheel assemblies with the axles sold to Kenworth which were to be used by Kenworth for the manufacture of semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

- (b) If the answering defendant did not provide wheel assemblies with the axles sold to Kenworth, did it sell Kenworth wheel assemblies separate and apart from the axles for the use with semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977

- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(c) Did the wheel assemblies sold by the answering defendant to Kenworth for use with semi-tractor trucks come equipped with brake shoes during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(d) State separately for each of the years enumerated, whether the linings on the brake shoes fitted on the wheel assemblies sold to Kenworth for use on semi-tractor trucks contained asbestos or were asbestos free. If in any given year the answering defendant sold Kenworth some wheel assemblies with asbestos containing linings and some linings which were asbestos free, indicate for that year the percentage sold with asbestos linings.

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

RESPONSE TO INTERROGATORY NO. 8:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: upon information and belief, ArvinMeritor sold axles for "semi-tractor trucks" to Kenworth from 1970 to 1990. ArvinMeritor typically would not have assembled brake assemblies on the axles that it sold to Kenworth; upon information and belief, Kenworth assembled some of the axles on the "semi-tractor trucks" that they manufactured. ArvinMeritor sold brake assemblies with asbestos-lined and non-asbestos-lined brake shoes to Kenworth during the period in question. The use of asbestos-containing brake linings was phased out beginning in the mid-1980s. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 9

If the answer to any subpart of Interrogatory No. 4 is in the affirmative with respect to the General Motors, state the following with respect to the axles sold:

- (a) whether the answering defendant provided wheel assemblies with the axles sold to General Motors which were to be used by General Motors for the manufacture of semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(b) If the answering defendant did not provide wheel assemblies with the axles sold to General Motors, did it sell General Motors wheel assemblies separate and apart from the axles for the use with semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989

(xxi) 1990

- (c) Did the wheel assemblies sold by the answering defendant to General Motors for use with semi-tractor trucks come equipped with brake shoes during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

- (d) State separately for each of the years enumerated, whether the linings on the brake shoes fitted on the wheel assemblies sold to General Motors for use on semi-tractor trucks contained asbestos or were asbestos free. If in any given year the answering defendant sold General Motors some wheel assemblies with asbestos containing linings and some linings which were asbestos free, indicate for that year the percentage sold with asbestos linings.

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981

- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

RESPONSE TO INTERROGATORY NO. 9:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: upon information and belief, ArvinMeritor sold axles for "semi-tractor trucks" to General Motors Company from 1970 to 1990. ArvinMeritor typically would not have assembled brake assemblies on the axles that it sold to General Motors; upon information and belief, General Motors assembled some of the axles on the "semi-tractor trucks" that they manufactured. ArvinMeritor sold brake assemblies with asbestos-lined and non-asbestos-lined brake shoes to General Motors during the period in question. The use of asbestos-containing brake linings was phased out beginning in the mid-1980s. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 10

If the answer to any subpart of Interrogatory No. 4 is in the affirmative with respect to the Mack, state the following with respect to the axles sold:

- (a) whether the answering defendant provided wheel assemblies with the axles sold to Mack which were to be used by Mack for the manufacture of semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981

- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(b) If the answering defendant did not provide wheel assemblies with the axles sold to Mack, did it sell Mack wheel assemblies separate and apart from the axles for the use with semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(c) Did the wheel assemblies sold by the answering defendant to Mack for use with semi-tractor trucks come equipped with brake shoes during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976

- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(d) State separately for each of the years enumerated, whether the linings on the brake shoes fitted on the wheel assemblies sold to Mack for use on semi-tractor trucks contained asbestos or were asbestos free. If in any given year the answering defendant sold Mack some wheel assemblies with asbestos containing linings and some linings which were asbestos free, indicate for that year the percentage sold with asbestos linings.

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

RESPONSE TO INTERROGATORY NO. 10:

See general objections. ArvinMeritor also objects to this request on the grounds that it is

overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: upon information and belief, ArvinMeritor sold axles for "semi-tractor trucks" to Mack from 1970 to 1990. ArvinMeritor typically would not have assembled brake assemblies on the axles that it sold to Mack; upon information and belief, Mack assembled some of the axles on the "semi-tractor trucks" that they manufactured. ArvinMeritor sold brake assemblies with asbestos-lined and non-asbestos-lined brake shoes to Mack during the period in question. The use of asbestos-containing brake linings was phased out beginning in the mid-1980s. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 11

If the answer to any subpart of Interrogatory No. 4 is in the affirmative with respect to the Peterbilt, state the following with respect to the axles sold:

- (a) whether the answering defendant provided wheel assemblies with the axles sold to Peterbilt which were to be used by Peterbilt for the manufacture of semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

- (b) If the answering defendant did not provide wheel assemblies with the axles sold to Peterbilt, did it sell Peterbilt wheel assemblies separate and apart from the axles for the use with semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(c) Did the wheel assemblies sold by the answering defendant to Peterbilt for use with semi-tractor trucks come equipped with brake shoes during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

- (d) State separately for each of the years enumerated, whether the linings on the brake shoes fitted on the wheel assemblies sold to Peterbilt for use on semi-tractor trucks contained asbestos or were asbestos free. If in any given year the answering defendant sold Peterbilt some wheel assemblies with asbestos containing linings and some linings which were asbestos free, indicate for that year the percentage sold with asbestos linings.

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

RESPONSE TO INTERROGATORY NO. 11:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: upon information and belief, ArvinMeritor sold axles for "semi-tractor trucks" to Peterbilt from 1970 to 1990. ArvinMeritor typically would not have assembled brake assemblies on the axles that it sold to Peterbilt; upon information and belief, Peterbilt assembled some of the axles on the "semi-tractor trucks" that they manufactured. ArvinMeritor sold brake assemblies with asbestos-lined and non-asbestos-lined brake shoes to Peterbilt during the period in question. The use of asbestos-containing brake linings was phased out beginning in the mid-1980s. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 12

If the answer to any subpart of Interrogatory No. 4 is in the affirmative with respect to the

Volvo, state the following with respect to the axles sold:

- (a) whether the answering defendant provided wheel assemblies with the axles sold to Volvo which were to be used by Volvo for the manufacture of semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

- (b) If the answering defendant did not provide wheel assemblies with the axles sold to Volvo, did it sell Volvo wheel assemblies separate and apart from the axles for the use with semi-tractor trucks during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982

- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(c) Did the wheel assemblies sold by the answering defendant to Volvo for use with semi-tractor trucks come equipped with brake shoes during the following years:

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

(d) State separately for each of the years enumerated, whether the linings on the brake shoes fitted on the wheel assemblies sold to Volvo for use on semi-tractor trucks contained asbestos or were asbestos free. If in any given year the answering defendant sold Volvo some wheel assemblies with asbestos containing linings and some linings which were asbestos free, indicate for that year the percentage sold with asbestos linings.

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974

- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

RESPONSE TO INTERROGATORY NO. 12:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: upon information and belief, ArvinMeritor sold axles for "semi-tractor trucks" to Volvo from 1970 to 1990. ArvinMeritor typically would not have assembled brake assemblies on the axles that it sold to Volvo; upon information and belief, Volvo assembled some of the axles on the "semi-tractor trucks" that they manufactured. ArvinMeritor sold brake assemblies with asbestos-lined and non-asbestos-lined brake shoes to Volvo during the period in question. The use of asbestos-containing brake linings was phased out beginning in the mid-1980s. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 13

State separately for each subpart whether the answering defendant (and any predecessor thereto) sold axles to Fruehauf (or any predecessor or successor thereto) for inclusion as original equipment parts or replacement parts in semi-trailers during the enumerated following years:

- (a) 1970
- (b) 1971
- (c) 1972
- (d) 1973
- (e) 1974
- (f) 1975

- (g) 1976
- (h) 1977
- (i) 1978
- (j) 1979
- (k) 1980
- (l) 1981
- (m) 1982
- (n) 1983
- (o) 1984
- (p) 1985
- (q) 1986
- (r) 1987
- (s) 1988
- (t) 1989
- (u) 1990

RESPONSE TO INTERROGATORY NO. 13:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: yes, and refers plaintiff to its responses to Interrogatory Nos. 14-17.

Interrogatory No. 14

State whether the answering defendant provided wheel assemblies with the axles sold to Fruehauf (or any predecessor or successor thereto) which were to be used by Fruehauf (or any predecessor or successor thereto) for the manufacture of semi-trailers during the following years:

- (a) 1970
- (b) 1971
- (c) 1972
- (d) 1973
- (e) 1974
- (f) 1975
- (g) 1976
- (h) 1977
- (i) 1978
- (j) 1979
- (k) 1980
- (l) 1981
- (m) 1982

- (n) 1983
- (o) 1984
- (p) 1985
- (q) 1986
- (r) 1987
- (s) 1988
- (t) 1989
- (u) 1990

RESPONSE TO INTERROGATORY NO. 14:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: upon information and belief, ArvinMeritor sold axles for "semi-trailers" to Freuhauf from 1970 to 1990. ArvinMeritor typically would have assembled brake assemblies on the axles that it sold to Freuhauf; upon information and belief, Freuhauf assembled some of the axles on the "semi-trailers" that they manufactured. ArvinMeritor sold brake assemblies with asbestos-lined and non-asbestos-lined brake shoes to Freuhauf during the period in question. The use of asbestos-containing brake linings was phased out beginning in the mid-1980s. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 15

Did the answering defendant sell Freuhauf wheel assemblies separate and apart from the axles for the use with semi-trailers during the following years:

- (a) 1970
- (b) 1971
- (c) 1972
- (d) 1973
- (e) 1974
- (f) 1975
- (g) 1976
- (h) 1977
- (i) 1978
- (j) 1979
- (k) 1980
- (l) 1981
- (m) 1982
- (n) 1983
- (o) 1984
- (p) 1985
- (q) 1986
- (r) 1987

- (s) 1988
- (t) 1989
- (u) 1990

RESPONSE TO INTERROGATORY NO. 15:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiff to its response to Interrogatory No. 14.

Interrogatory No. 16

Did the wheel assemblies sold by the answering defendant to Fruehauf for use with semi-trailers come equipped with brake shoes during the following years:

- (a) 1970
- (b) 1971
- (c) 1972
- (d) 1973
- (e) 1974
- (f) 1975
- (g) 1976
- (h) 1977
- (i) 1978
- (j) 1979
- (k) 1980
- (l) 1981
- (m) 1982
- (n) 1983
- (o) 1984
- (p) 1985
- (q) 1986
- (r) 1987
- (s) 1988
- (t) 1989
- (u) 1990

RESPONSE TO INTERROGATORY NO. 16:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiff to its response to Interrogatory No. 14.

Interrogatory No. 17

State separately for each of the years enumerated, whether the linings on the brake shoes fitted on the wheel assemblies sold to Fruehauf for use on semi-trailers contained asbestos or were asbestos free. If in any given year the answering defendant sold Fruehauf some wheel assemblies with asbestos containing linings and some linings which were asbestos free , indicate for that year the percentage sold with asbestos linings.

- (i) 1970
- (ii) 1971
- (iii) 1972
- (iv) 1973
- (v) 1974
- (vi) 1975
- (vii) 1976
- (viii) 1977
- (ix) 1978
- (x) 1979
- (xi) 1980
- (xii) 1981
- (xiii) 1982
- (xiv) 1983
- (xv) 1984
- (xvi) 1985
- (xvii) 1986
- (xviii) 1987
- (xix) 1988
- (xx) 1989
- (xxi) 1990

RESPONSE TO INTERROGATORY NO. 17:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiff to its response to Interrogatory No. 14.

Interrogatory No. 18

Did the answering defendant or its predecessors ever manufacture asbestos brake linings?

If the answer is affirmative indicate:

- (a) the years the answering defendant manufactured asbestos brake linings;

- (b) the type of asbestos fiber used in the manufacture;
- (c) identify the mine and seller of the asbestos fiber used;
- (d) the amount of asbestos fiber per lining (indicate by weight or volume);
- (e) whether such linings were sold as linings to be affixed by the customer to a metal shoe;
- (f) whether such linings were affixed to a metal shoe by the answering defendant;
- (g) whether such linings were affixed to the metal shoe by rivets, bolts or by bonding;
- (h) whether the defendant in possession of a formula sheet for the manufacture of the linings. If so provide a specimen copy.
- (i) was any air sampling or measurement of the airborne asbestos at the facilities where the brake linings were made. If so provide copies of all records, reports and memorandum pertaining to such studies.

RESPONSE TO INTERROGATORY NO. 18:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: no.

Interrogatory No. 19

Did the answering defendant ever purchase asbestos brake linings and secure them to a metal shoe at the defendant's manufacturing facilities (as opposed to purchasing a fully assembled brake shoe with the lining already attached)? If the answer is in the affirmative indicate:

- (a) whether the answering defendant ever purchased asbestos containing brake linings from Johns Manville. If so indicate:
 - (i) the first year that asbestos brake linings were purchased from this supplier;
 - (ii) the last year that asbestos brake linings were purchased from this supplier;

- (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same.
 - (iv) whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same.
 - (v) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this supplier. If so provide a copy of same.
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider. If so provide a copy of same.
 - (vii) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider. If so provide a copy of same.
 - (viii) set forth the type and amount of asbestos fiber per lining (indicate by weight or volume;
 - (ix) did the name Johns Manville ever appear on the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (b) whether the answering defendant ever purchased asbestos containing brake linings from Abex. If so indicate:
- (i) the first year that asbestos brake linings were purchased from this supplier;
 - (ii) the last year that asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same.
 - (iv) whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula setting

forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same.

- (v) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this supplier. If so provide a copy of same.
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider If so provide a copy of same.
 - (vii) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider If so provide a copy of same.
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name Abex ever appear on the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (c) whether the answering defendant ever purchased asbestos containing brake linings from Bendix. If so indicate:
- (i) the first year that asbestos brake linings were purchased from this supplier;
 - (ii) the last year that asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same.
 - (iv) whether the supplier of the asbestos brake linings ever the answering defendant ever provided this supplier with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same.
 - (v) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this supplier. If so provide a copy of same.

- (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider. If so provide a copy of same.
 - (vii) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider. If so provide a copy of same.
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name Bendix ever appear on the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (d) whether the answering defendant ever purchased asbestos containing brake linings from Carlisle. If so indicate:
- (i) the first year that asbestos brake linings were purchased from this supplier;
 - (ii) the last year that asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same;
 - (iv) whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
 - (v) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this supplier. If so provide a copy of same;
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider. If so provide a copy of same;
 - (vii) is the defendant in possession of any blueprints or design drawings

for asbestos brake linings from this provider. If so provide a copy of same;

- (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
- (ix) did the name Carlisle ever appear on the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
- (x) set forth the color of the lining.

(e) whether the answering defendant ever purchased asbestos containing brake linings from Raybestos Manhattan. If so indicate:

- (i) the first year that asbestos brake linings were purchased from this supplier;
- (ii) the last year that asbestos brake linings were purchased from this supplier;
- (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same;
- (iv) whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
- (v) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this supplier. If so provide a copy of same;
- (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider. If so provide a copy of same;
- (vii) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider. If so provide a copy of same;
- (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
- (ix) did the name Raybestos Manhattan ever appear on the lining itself

at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;

(x) set forth the color of the lining.

(f) whether the answering defendant ever purchased asbestos containing brake linings from Raymark. If so indicate:

(i) the first year that asbestos brake linings were purchased from this supplier;

(ii) the last year that asbestos brake linings were purchased from this supplier;

(iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same;

(iv) whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;

(v) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this supplier. If so provide a copy of same;

(vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider If so provide a copy of same;

(vii) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider If so provide a copy of same;

(viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;

(ix) did the name Raymark ever appear on the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;

(x) set forth the color of the lining.

(g) whether the answering defendant ever purchased asbestos containing brake linings from Gatke. If so indicate:

- (i) the first year that asbestos brake linings were purchased from this supplier;
 - (ii) the last year that asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same;
 - (iv) whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
 - (v) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this supplier. If so provide a copy of same;
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider If so provide a copy of same;
 - (vii) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider If so provide a copy of same;
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name Gatke ever appear on the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (h) whether the answering defendant ever purchased asbestos containing brake linings from Worldbestos. If so indicate:
- (i) the first year that asbestos brake linings were purchased from this supplier;
 - (ii) the last year that asbestos brake linings were purchased from this supplier;

- (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same;
 - (iv) whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
 - (v) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this supplier. If so provide a copy of same;
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider If so provide a copy of same;
 - (vii) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider If so provide a copy of same;
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name Worldbestos ever appear on the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (i) whether the answering defendant ever purchased asbestos containing brake linings from H.K. Porter. If so indicate:
- (i) the first year that asbestos brake linings were purchased from this supplier;
 - (ii) the last year that asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same;
 - (iv) whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake

linings. If so provide a copy of same;

- (v) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this supplier. If so provide a copy of same;
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider. If so provide a copy of same;
 - (vii) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider. If so provide a copy of same;
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name H.K. Porter ever appear on the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (j) whether the answering defendant ever purchased asbestos containing brake linings from Maremont. If so indicate:
- (i) the first year that asbestos brake linings were purchased from this supplier;
 - (ii) the last year that asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same;
 - (iv) whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
 - (v) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this supplier. If so provide a copy of same;
 - (vi) is the defendant in possession of any purchase orders, receipts,

memorandum or other written records regarding the purchase of asbestos brake linings from this provider. If so provide a copy of same;

- (vii) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider. If so provide a copy of same;
- (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
- (ix) did the name Maremont ever appear on the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
- (x) set forth the color of the lining.

(k) whether the answering defendant ever purchased asbestos containing brake linings from any other supplier not listed in subparagraphs (a-j). If so indicate:

- (i) the name of the supplier;
- (ii) the first year that asbestos brake linings were purchased from this supplier;
- (iii) the last year that asbestos brake linings were purchased from this supplier;
- (iv) whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
- (v) whether the supplier of the asbestos brake linings to this answering defendant ever provided these suppliers with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
- (vi) is the answering defendant in possession of any contracts or agreements to buy asbestos containing brake linings from this defendant. If so provide a copy of same;
- (vii) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider. If so provide a copy of same;

- (viii) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider. If so provide a copy of same;
 - (ix) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (x) did the suppliers name ever appear on the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (xi) set forth the color of the lining.
- (l) Set forth separately by year for the calendar years 1970 to 1990 the percentage of asbestos brake linings purchased from each of the suppliers set forth in response to subparagraphs (a-k).

RESPONSE TO INTERROGATORY NO. 19:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: ArvinMeritor has never itself manufactured any asbestos-containing product. Normally, asbestos-containing brake linings purchased by ArvinMeritor are physically incorporated by ArvinMeritor into its brakes and brake assemblies; but small numbers of such purchased brake linings are re-sold separately by ArvinMeritor as replacement parts. ArvinMeritor does not know the percentage of asbestos in each product because it never manufactured asbestos-containing brake linings. ArvinMeritor further states that the asbestos-containing brake lining that it incorporated into its brake assemblies contained only chrysotile asbestos. ArvinMeritor purchased asbestos-containing brake linings from one or more of the following suppliers: Abex, Raymark, Bendix, Carlisle, Wagner, Johns-Manville, Maremont, Nuturn, S.K. Wellman, H.K. Porter, Gatke, World Bestos, PT Brake Lining, Auto Friction, and possibly others, as well as predecessors and successors to those companies.

The brake linings that Rockwell has purchased have not borne the names or trademarks of their manufacturers, but in some cases they have borne a letter code identifying the manufacturers, such as "ABB" (Abex), "MM" (Carlisle) and "RM" (Raybestos-Manhattan). The asbestos-containing brake linings purchased by ArvinMeritor were either grey or brown in color. Documents, if any, responsive in whole or in part to this request may be contained in materials in ArvinMeritor's possession that will be made available to plaintiff at a time and place to be agreed upon between the parties. ArvinMeritor has insufficient knowledge or belief to further respond to this request.

Interrogatory No. 20

Did the answering defendant ever purchase brake shoes with an asbestos containing brake

lining already affixed for use with tractor trucks or trailers. If the answer is in the affirmative indicate:

- (a) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from Johns Manville. If so indicate:
 - (i) the first year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (ii) the last year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the brake shoes with asbestos brake linings. If so provide a copy of same.
 - (iv) whether the supplier of the brake shoes with asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same.
 - (v) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake linings from this supplier. If so provide a copy of same.
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of brake shoes with asbestos brake linings from this provider If so provide a copy of same.
 - (vii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider If so provide a copy of same.
 - (viii) set forth the type and amount of asbestos fiber per lining(indicate by weight or volume;
 - (ix) did the name Johns Manville ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (b) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from Abex. If so indicate:

- (i) the first year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (ii) the last year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the brake shoes with asbestos brake linings. If so provide a copy of same.
 - (iv) whether the supplier of the brake shoes with asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same.
 - (v) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake linings from this supplier. If so provide a copy of same.
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of brake shoes with asbestos brake linings from this provider If so provide a copy of same.
 - (vii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider If so provide a copy of same.
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name Abex ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (c) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from Bendix. If so indicate:
- (i) the first year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (ii) the last year that brake shoes with asbestos brake linings were purchased from this supplier;

- (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of brake shoes with the asbestos brake linings. If so provide a copy of same.
 - (iv) whether the supplier of the brake shoes with asbestos brake linings ever the answering defendant ever provided this supplier with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same.
 - (v) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake linings from this supplier. If so provide a copy of same.
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase brake shoes with of asbestos brake linings from this provider If so provide a copy of same.
 - (vii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider If so provide a copy of same.
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name Bendix ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (d) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from Carlisle. If so indicate:
- (i) the first year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (ii) the last year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of the brake shoes with asbestos brake linings. If so provide a copy of same;
 - (iv) whether the supplier of the asbestos brake linings ever provided the

answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;

- (v) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake linings from this supplier. If so provide a copy of same;
- (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of brake shoes with asbestos brake linings from this provider. If so provide a copy of same;
- (vii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider. If so provide a copy of same;
- (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
- (ix) did the name Carlisle ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
- (x) set forth the color of the lining.

(e) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from Raybestos Manhattan. If so indicate:

- (i) the first year that brake shoes with asbestos brake linings were purchased from this supplier;
- (ii) the last year that brake shoes with asbestos brake linings were purchased from this supplier;
- (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of brake shoes with asbestos brake linings. If so provide a copy of same;
- (iv) whether the supplier of the brake shoes with asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
- (v) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake

linings from this supplier. If so provide a copy of same;

- (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase brake shoes with asbestos brake linings from this provider. If so provide a copy of same;
 - (vii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider. If so provide a copy of same;
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name Raybestos Manhattan ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (f) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from Raymark. If so indicate:
- (i) the first year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (ii) the last year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of brake shoes with asbestos brake linings. If so provide a copy of same;
 - (iv) whether the supplier of the brake shoes with asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
 - (v) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake linings from this supplier. If so provide a copy of same;
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of brake shoes with asbestos brake linings from this provider. If so provide a copy of same;

- (vii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider. If so provide a copy of same;
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name Raymark ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (g) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from Gatke. If so indicate:
- (i) the first year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (ii) the last year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of brake shoes with asbestos brake linings. If so provide a copy of same;
 - (iv) whether the supplier of the brake shoes with asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
 - (v) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake linings from this supplier. If so provide a copy of same;
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of brake shoes with asbestos brake linings from this provider. If so provide a copy of same;
 - (vii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider. If so provide a copy of same;
 - (viii) set forth the type and amount of asbestos per lining(indicate by

weight or volume;

(ix) did the name Gatke ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;

(x) set forth the color of the lining.

(h) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from Worldbestos. If so indicate:

(i) the first year that brake shoes with asbestos brake linings were purchased from this supplier;

(ii) the last year that brake shoes with asbestos brake linings were purchased from this supplier;

(iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of brake shoes with asbestos brake linings. If so provide a copy of same;

(iv) whether the supplier of the brake shoes with asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;

(v) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake linings from this supplier. If so provide a copy of same;

(vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of brake shoes with asbestos brake linings from this provider If so provide a copy of same;

(vii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider If so provide a copy of same;

(viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;

(ix) did the name Worldbestos ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;

- (x) set forth the color of the lining.
- (i) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from H.K. Porter. If so indicate:
 - (i) the first year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (ii) the last year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of brake shoes with asbestos brake linings. If so provide a copy of same;
 - (iv) whether the supplier of the brake shoes with asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
 - (v) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake linings from this supplier. If so provide a copy of same;
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of brake shoes with asbestos brake linings from this provider If so provide a copy of same;
 - (vii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider If so provide a copy of same;
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name H.K. Porter ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (j) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from Maremont. If so indicate:
 - (i) the first year that brake shoes with asbestos brake linings were

- purchased from this supplier;
- (ii) the last year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (iii) whether the answering defendant ever provided this supplier with a specification or formula sheet for the manufacture of brake shoes with asbestos brake linings. If so provide a copy of same;
 - (iv) whether the supplier of the brake shoes with asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
 - (v) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake linings from this supplier. If so provide a copy of same;
 - (vi) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of brake shoes with asbestos brake linings from this provider If so provide a copy of same;
 - (vii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider If so provide a copy of same;
 - (viii) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (ix) did the name Maremont ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (x) set forth the color of the lining.
- (k) whether the answering defendant ever purchased brake shoes with asbestos containing brake linings from any other supplier not listed in subparagraphs (a-j). If so indicate:
- (i) the name of the supplier;
 - (ii) the first year that brake shoes with asbestos brake linings were purchased from this supplier;
 - (iii) the last year that brake shoes with asbestos brake linings were

purchased from this supplier;

- (iv) whether the supplier of the brake shoes with asbestos brake linings ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
 - (v) whether the answering defendant ever provided the supplier of the brake shoes with asbestos brake linings with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same;
 - (vi) is the answering defendant in possession of any contracts or agreements to buy brake shoes with asbestos containing brake linings from this defendant. If so provide a copy of same;
 - (vii) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of brake shoes with asbestos brake linings from this provider If so provide a copy of same;
 - (viii) is the defendant in possession of any blueprints or design drawings for brake shoes with asbestos brake linings from this provider If so provide a copy of same;
 - (ix) set forth the type and amount of asbestos per lining(indicate by weight or volume;
 - (x) did the suppliers name ever appear on the metal portion of the shoe or the lining itself at the time it was sold by the answering defendant. If so where on the lining did it appear and during what years;
 - (xi) set forth the color of the lining.
- (l) Set forth separately by year for the calendar years 1970 to 1990 the percentage of asbestos brake linings purchased from each of the suppliers set forth in response to subparagraphs (a-k).

RESPONSE TO INTERROGATORY NO. 20:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds that it has insufficient or belief to respond to this request.

Interrogatory No. 21

Did the answering defendant ever sell asbestos containing brake linings (not affixed to a brake shoe at the time of sale) for use as replacement parts on semi tractor trucks? If the answer is in the affirmative state the first and last year that asbestos containing brake linings were sold as replacement parts?

RESPONSE TO INTERROGATORY NO. 21:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: normally, asbestos-containing brake linings purchased by ArvinMeritor were physically incorporated by ArvinMeritor into its brakes and brake assemblies; but small numbers of such purchased brake linings were re-sold separately by ArvinMeritor as replacement parts. ArvinMeritor began distributing and marketing its brake products in 1913, but the use of asbestos-containing brake linings was phased out beginning in the mid-1980s. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 22

Did the answering defendant ever sell asbestos containing brake linings (not affixed to a brake shoe at the time of sale) for use as replacement parts on semi trailer trucks to the below listed entities? If so provide the below listed information for each entity sold to:

(a) Ford Motor Company. If so state:

- (i) the first and last date those asbestos containing brake linings were sold to Ford;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(b) Freightliner. If so state:

- (i) the first and last date those asbestos containing brake linings were

sold Freightliner;

- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(c) International Harvester. If so state:

- (i) the first and last date those asbestos containing brake linings were sold to International Harvester;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(d) General Motors. If so state:

- (i) the first and last date those asbestos containing brake linings were sold to General Motors;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(e) Mack. If so state:

- (i) the first and last date those asbestos containing brake linings were sold to Mack;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;

- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(f) Southside Trailer Service. If so state:

- (i) the first and last date those asbestos containing brake linings were sold to Southside Trailer;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(g) Roadway Express. If so state:

- (i) the first and last date those asbestos containing brake linings were sold to Roadway Express;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

RESPONSE TO INTERROGATORY NO. 22:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "semi trailer trucks" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: of the above-named entities, only Ford Motor Co., International Harvester, Freightliner, Mack and General Motors were customers of Rockwell at some point between the late 1960s through 1995. ArvinMeritor may have supplied friction products for semi tractor trucks to these entities or, alternatively, may have only supplied other kinds of products to these entities. Documents, if any, responsive in whole or in part to this request may be contained in materials in ArvinMeritor's possession that will be made available to plaintiff at

a time and place to be agreed upon between the parties. After diligent inquiry, ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 23

Did the answering defendant ever sell brake shoes with asbestos containing brake linings for use as replacement parts on semi tractor trucks? If the answer is in the affirmative state the first and last year that asbestos containing brake linings were sold as replacement parts?

RESPONSE TO INTERROGATORY NO. 23:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: yes and refers plaintiff to its response to Interrogatory No. 21. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 24

Did the answering defendant ever sell brake shoes with an asbestos containing brake lining for use as replacement parts on semi trailer trucks to the below listed entities? If so provide the below listed information for each entity sold to:

(a) Ford Motor Company. If so state;

- (i) the first and last date those brake shoes with asbestos containing brake linings were sold to Ford;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(b) Freightliner. If so state:

- (i) the first and last date those brake shoes with asbestos containing brake linings were sold Freightliner;
- (ii) is the defendant in possession of any contracts or agreements for

such sales. Provide a copy of same;

(iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;

(iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(c) International Harvester. If so state:

(i) the first and last date those brake shoes with asbestos containing brake linings were sold to International Harvester;

(ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;

(iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;

(iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(d) General Motors. If so state:

(i) the first and last date those brake shoes with asbestos containing brake linings were sold to General Motors;

(ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;

(iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;

(iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(e) Mack. If so state:

(i) the first and last date those brake shoes with asbestos containing brake linings were sold to Mack;

(ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;

(iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;

- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(f) Southside Trailer Service. If so state:

- (i) the first and last date those asbestos brake shoes with containing brake linings were sold to Southside Trailer;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(g) Roadway Express. If so state:

- (i) the first and last date those brake shoes with asbestos containing brake linings were sold to Roadway Express;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same.

RESPONSE TO INTERROGATORY NO. 24:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiffs to its responses to Interrogatory Nos. 21 and 22.

Interrogatory No. 25

Did the answering defendant ever sell asbestos containing brake linings (not affixed to a brake shoe at the time of sale) for use as replacement parts on semi trailers? If the answer is in the affirmative state the first and last year that asbestos containing brake linings were sold as replacement parts?

RESPONSE TO INTERROGATORY NO. 25:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: yes and refers plaintiff to its response to Interrogatory Nos. 21. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 26

Did the answering defendant ever sell asbestos containing brake linings (not affixed to a brake shoe at the time of sale) for use as replacement parts on semi trailers to the below listed entities? If so provide the below listed information for each entity sold to:

(a) Fruehauf. If so state:

- (i) the first and last date those asbestos containing brake linings were sold to Fruehauf;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(b) Monan. If so state:

- (i) the first and last date those asbestos containing brake linings were sold to Monan;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(c) Southside Trailer Service Inc. If so state:

- (i) the first and last date those asbestos containing brake linings were

sold to Southside Trailer Service Inc;

- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(d) Roadway Express. If so state:

- (i) the first and last date those asbestos containing brake linings were sold to Roadway Express;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

RESPONSE TO INTERROGATORY NO. 26:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: of the above-named entities, only Freuhauf and Monon were customers of Rockwell at some point between the late 1960s through 1995. ArvinMeritor may have supplied friction products for semi trailers to these entities or, alternatively, may have only supplied other kinds of products to these entities. Documents, if any, responsive in whole or in part to this request may be contained in materials in ArvinMeritor's possession that will be made available to plaintiff at a time and place to be agreed upon between the parties. After diligent inquiry, ArvinMeritor has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 27

Did the answering defendant ever sell brake shoes with asbestos containing brake linings for use as replacement parts on semi trailers? If the answer is in the affirmative state the first and last year that asbestos containing brake linings were sold as replacement parts?

RESPONSE TO INTERROGATORY NO. 27:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiff to its responses to Interrogatory Nos. 25 and 26 and states that it has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 28

Did the answering defendant ever sell brake shoes with asbestos containing brake linings for use as replacement parts on semi trailer to the below listed entities? If so provide the below listed information for each entity sold to:

(a) Fruehauf. If so state:

- (i) the first and last date those brake shoes with asbestos containing brake linings were sold to Fruehauf;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(b) Monan. If so state:

- (i) the first and last date those brake shoes with asbestos containing brake linings were sold to Monan;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(c) Southside Trailer Service Inc. If so state:

- (i) the first and last date those brake shoes with asbestos containing brake linings were sold to Southside Trailer Service Inc;

- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(d) Roadway Express. If so state:

- (i) the first and last date those brake shoes with asbestos containing brake linings were sold to Roadway Express;
- (ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;
- (iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;
- (iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

RESPONSE TO INTERROGATORY NO. 28:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiff to its response to Interrogatory No. 26 and states that it has insufficient knowledge or belief to respond further to this request.

Interrogatory No. 29

Did the answering defendant ever sell asbestos containing brake linings (not affixed to a brake shoe at the time of sale) for use as replacement parts to independent parts distributors? If so state:

- (a) the first and last date those asbestos containing brake linings through independent distributors:
- (b) the name and address of each independent distributor whose was located in Western New York (defined as Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Orleans, Niagara, Wyoming, Monroe, Wayne, Livingston and Ontario Counties).

- (c) is the defendant in possession or control of any contracts or agreements with the independent distributors listed in response to subparagraph (b). If so provide a copy of same;
- (d) is the defendant in possession of any invoices or for such sales to independent distributors listed in response to subparagraph (b). If so provide a copy of same;
- (e) is the defendant in possession of any reports, memorandum or correspondence for the sale of such asbestos containing brake linings with the independent distributors listed in response to subparagraph (b). If so provide a copy of same

RESPONSE TO INTERROGATORY NO. 29:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor states that it has insufficient knowledge or belief to respond to this request.

Interrogatory No. 30

Did the answering defendant ever sell brake shoes with asbestos containing brake linings for use as replacement parts to independent parts distributors? If so state:

- (a) the first and last date those brake shoes with asbestos containing brake linings through independent distributors:
- (b) the name and address of each independent distributor who had business offices and/or sales showrooms or sales offices located in Western New York (defined as Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Orleans, Niagara, Wyoming, Monroe, Wayne, Livingston and Ontario Counties).
- (c) the name and address of each independent distributor whose sales territory included Western New York (defined as Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Orleans, Niagara, Wyoming, Monroe, Wayne, Livingston and Ontario Counties).
- (d) is the defendant in possession or control of any contracts or agreements with the independent distributors listed in response to subparagraph (b). If so provide a copy of same;
- (e) is the defendant in possession of any invoices or for such sales to independent distributors listed in response to subparagraph (b). If so provide a copy of same;

- (f) is the defendant in possession of any reports, memorandum or correspondence for the sale of such brake shoes with asbestos containing brake linings to contracts or agreements with the independent distributors listed in response to subparagraph (b). If so provide a copy of same

RESPONSE TO INTERROGATORY NO. 30:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor states that it has insufficient knowledge or belief to respond to this request.

Interrogatory No. 31

Did the answering defendant collect or receive used brake shoes from customers for the purpose of relining the brake shoe either by itself or through others? If the answer is in the affirmative state:

- (a) the first and last year that such used brake shoes were collected;
- (b) did the answering defendant charge any sort of deposit or give a credit for a used shoe at the time of the sale of a replacement brake shoe sale? If so during what years or time period was this the practice;
- (c) describe the system or method for the collection of used brake shoes;
- (d) did the answering defendant receive used brake shoes from Roadway Express for relining? If so during what time period? Provide all documents inclusive of invoices, memorandum, correspondence and contracts relative to same.

RESPONSE TO INTERROGATORY NO. 31:

See general objections. ArvinMeritor objects to this request on the grounds that it is overbroad, irrelevant, and vague as to subject matter and time period, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds that it did not reline shoes with asbestos-containing linings.

Interrogatory No. 32

Did the defendant ever reline used brake shoes at one of its facilities? If so:

- (a) indicate the name and location of the facility;

- (b) provide the years that such relining was performed with asbestos containing brake linings;
- (c) indicate the source of the new asbestos brake linings which were used to replace the old (the name of all suppliers and manufacturers)
- (d) indicate whether the answering defendant ever provided the supplier of the replacement brake linings with a specification or formula sheet for the manufacture of the asbestos brake linings. If so provide a copy of same.
- (e) indicate whether the supplier of the asbestos brake linings ever provided the answering defendant ever with a specification or formula sheet setting forth any of the constituent ingredients of the asbestos brake linings. If so provide a copy of same.
- (f) is the answering defendant in possession of any contracts or agreements for the purchase of asbestos containing brake linings from this supplier. If so provide a copy of same.
- (g) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the purchase of asbestos brake linings from this provider. If so provide a copy of same.
- (h) is the defendant in possession of any blueprints or design drawings for asbestos brake linings from this provider. If so provide a copy of same.
- (i) set forth the type and amount of asbestos per lining(indicate by weight or volume;
- (j) were the relined brake shoes sold by the answering defendant as replacement parts?

RESPONSE TO INTERROGATORY NO. 32:

See general objections. ArvinMeritor objects to this request on the grounds that it is overbroad, irrelevant, and vague as to subject matter and time period, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiff to its response to Interrogatory No. 31.

Interrogatory No. 33

Did the defendant ever contract with another company or entity to reline the used brake shoes it collected? If so provide the following information:

- (a) indicate the name and address of the entity or company the used brake shoes were delivered or supplied to;

- (b) provide the years that such used brake shoes were sent to be relined with asbestos containing brake linings;
- (c) indicate the source of the new asbestos brake linings which were used to replace the old (the name of all suppliers and manufacturers);
- (d) indicate whether the answering defendant ever provided this entity with a specification or formula sheet for the manufacture or selection of the asbestos brake linings. If so provide a copy of same.
- (e) indicate whether this entity ever provided the answering defendant ever with a specification or formula setting forth any of the constituent ingredients of the asbestos brake linings it was using to reline. If so provide a copy of same.
- (f) is the answering defendant in possession of any contracts or agreements for the relining of brake shoes with this entity or entities. If so provide a copy of same.
- (g) is the defendant in possession of any purchase orders, receipts, memorandum or other written records regarding the relining of brake shoes by this entity or entities? If so provide a copy of same.
- (h) is the defendant in possession of any blueprints or design drawings for asbestos brake linings used by this entity or entities? If so provide a copy of same.
- (i) set forth the type and amount of asbestos per lining(indicate by weight or volume.

RESPONSE TO INTERROGATORY NO. 33:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: no.

Interrogatory No. 34

Did the defendant ever issue a recall notice or recall any previously sold brake shoes or linings by solely by virtue of the fact that it had been sold with an asbestos containing lining. If so indicate when such recall took place and provide a copy of all notices.

RESPONSE TO INTERROGATORY NO. 34:

See general objections. ArvinMeritor objects to this request on the grounds that it is overbroad, irrelevant, and vague as to subject matter and time period, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: no.

Interrogatory No. 35

Did any brake shoe with an asbestos containing brake linings installed by the answering defendant as a component part of an axle ever have any labeling directly upon the brake shoe itself that the lining contained asbestos. (This demand relates to the word "asbestos" directly on the brake shoe itself and not on any packaging or a separate reference in any separate manual, book, or publication that the brake lining contained asbestos). If so state:

- (a) the first and last date the word asbestos appeared on the brake shoe;
- (b) the part or part numbers of the brake shoes containing the word asbestos;
- (c) indicate whether the word asbestos appeared on the lining portion of the brake shoe;
- (d) indicate whether the word asbestos appeared on the metal portion of the brake shoe;
- (e) set forth the method of labeling (namely was word asbestos, printed, etched, metal stamped, on an adhesive label or string tag);
- (f) indicate the font style, size and color of the word asbestos;
- (g) whether the word asbestos was added by the answering defendant or placed by the manufacturer of the brake shoe or lining. If by the manufacturer of the brake shoe or lining set forth the name of the manufacturer

RESPONSE TO INTERROGATORY NO. 35:

See general objections. ArvinMeritor also objects to this request on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds that its asbestos-containing brake products were accompanied by the following warnings:

Warnings on Products

At least as early as the early 1980s, ArvinMeritor placed adhesive warning labels directly onto brake assemblies that included the following language:

“CAUTION: CONTAINS ASBESTOS FIBERS.
AVOID CREATING DUST. BREATHING ASBESTOS
DUST MAY CAUSE SERIOUS BODILY HARM.”

Beginning as early as September 1987, the language included on the warning label applied directly to the brake assemblies was changed to one of the following:

“DANGER: CONTAINS ASBESTOS FIBERS.
AVOID CREATING DUST.
CANCER AND LUNG DISEASE HAZARD.”

“DANGER LININGS CONTAINS ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AVOID CREATING DUST SEE FIELD
MAINT. MANUAL NO. 4 FOR DETAILS.”

“DANGER LININGS CONTAIN ASBESTOS
CANCER AND LUNG DISEASE HAZARD.
AVOID CREATING DUST. SEE CURRENT
MAINTENANCE MANUAL FOR DETAILS.”

Copies of warnings described herein will be available to plaintiff at a time and place to be agreed upon between the parties, except for those documents that the company claims are protected from disclosure on the basis of attorney-client privilege or the work-product rule, a list of which will also be made available in connection with the production of the remaining responsive documents. ArvinMeritor has insufficient knowledge or belief to further respond to this request.

Interrogatory No. 36

Did any brake shoes with an asbestos containing brake lining installed by the answering defendant as a component part of a wheel assembly ever have any labeling directly upon the brake shoe itself that the lining contained asbestos. (This demand relates to the word “asbestos” directly on the brake shoe itself and not on any packaging nor a separate reference in any separate manual, book, or publication that the brake lining contained asbestos). If so state:

(a) the first and last date the word asbestos appeared on the brake shoe;

- (b) the part or part numbers of the brake shoes containing the word asbestos;
- (c) indicate whether the word asbestos appeared on the lining portion of the brake shoe;
- (d) indicate whether the word asbestos appeared on the metal portion of the brake shoe;
- (e) set forth the method of labeling (namely was word asbestos, printed, etched, metal stamped, on an adhesive label or string tag);
- (f) indicate the font style, size and color of the word asbestos;
- (g) whether the word asbestos was added by the answering defendant or placed by the manufacturer of the brake shoe or lining. If by the manufacturer of the brake shoe or lining set forth the name of the manufacturer;
- (h) is the answering defendant in possession of any specimen photographs of a brake shoes of the type offered for sale which contains the word asbestos. If so provide a copy of same;
- (i) is the answering defendant in possession of any design drawings depicting the word asbestos on any brake shoes of the type offered for sale. If so provide a copy of same;

RESPONSE TO INTERROGATORY NO. 36:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiffs to its response to Interrogatory No. 35.

Interrogatory No. 37

Did any brake shoe with an asbestos containing brake lining sold by the answering defendant as a replacement part ever have any labeling directly upon the brake shoe itself that it contained asbestos. (This demand relates to the word "asbestos" directly on the brake shoe itself and not on any packaging or a separate reference in any separate manual, book, or publication that the brake lining contained asbestos). If so state:

- (a) the first and last date the word asbestos appeared on the brake lining;

- (b) the part or part numbers of the brake shoes containing the word asbestos;
- (c) indicate whether the word asbestos appeared on the lining portion of the brake shoe;
- (d) indicate whether the word asbestos appeared on the metal portion of the brake shoe;
- (e) set forth the method of labeling (namely was word asbestos, printed, etched, metal stamped, on an adhesive label or string tag);
- (f) indicate the font style, size and color of the word asbestos;
- (g) whether the word asbestos was added by the answering defendant or placed by the manufacturer of the brake shoe or lining. If by the manufacturer of the brake shoe or lining set forth the name of the manufacturer;
- (h) is the answering defendant in possession of any specimen photographs of a brake shoes of the type offered for sale which contains the word asbestos. If so provide a copy of same;
- (i) is the answering defendant in possession of any design drawings depicting the word asbestos on any brake shoes of the type offered for sale. If so provide a copy of same

RESPONSE TO INTERROGATORY NO. 37:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiffs to its response to Interrogatory No. 35.

Interrogatory No. 38

Did any brake shoe with an asbestos containing brake lining sold by the answering defendant either as original equipment as part of an axle or wheel assembly or as a replacement part ever have any labeling directly upon the brake shoe itself that asbestos was potentially hazardous to human health or posed a health risk. (This demand relates to the word "asbestos" directly on the brake shoe itself and not on any packaging or a separate reference in any separate manual, book, or publication that the brake lining contained asbestos). If so state:

- (a) the first and last date the health caution or warning word asbestos appeared

- on the brake shoe;
- (b) the wording of each version of the health caution or warning and the dates of use;
 - (c) indicate whether the health caution or warning appeared on the lining portion of the brake shoe;
 - (d) indicate whether the health caution or warning appeared word asbestos appeared on the metal portion of the brake shoe;
 - (e) set forth the method of labeling (namely was the health caution or warning, printed, etched, metal stamped, on an adhesive label or string tag);
 - (f) indicate the font style, size and color of the health caution or warning;
 - (g) whether the health caution or warning was added by the answering defendant or placed by the manufacturer of the brake shoe or lining. If by the manufacturer of the brake shoe or lining set forth the name of the manufacturer.
 - (h) is the answering defendant in possession of any specimen photographs of a brake shoes of the type offered for sale which had a health caution or warning. If so provide a copy of same;
 - (i) is the answering defendant in possession of any design drawings depicting the health caution or warning on any brake shoes of the type offered for sale. If so provide a copy of same.

RESPONSE TO INTERROGATORY NO. 38:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiffs to its response to Interrogatory No. 35.

Interrogatory No. 39

Did any brake shoe with an asbestos containing brake lining sold by the answering defendant either as original equipment as part of an axle or wheel assembly or as a replacement part ever have any labeling directly upon the brake shoe itself that compressed air should not be used to clean brake shoes. (This demand relates to the word "asbestos" directly on the brake shoe

itself and not on any packaging or a separate reference in any separate manual, book, or publication that the brake lining contained asbestos). If so state:

- (a) the first and last date the instruction appeared on the brake shoe;
- (b) the wording of each version of the instruction and the dates of use;
- (c) indicate whether the instruction appeared on the lining portion of the brake shoe;
- (d) indicate whether the instruction appeared on the metal portion of the brake shoe;
- (e) set forth the method of labeling (namely was the instruction, printed, etched, metal stamped, on an adhesive label or string tag);
- (f) indicate the font style, size and color of the instruction;
- (g) whether the instruction was added by the answering defendant or placed by the manufacturer of the brake shoe or lining. If by the manufacturer of the brake shoe or lining set forth the name of the manufacturer.
- (h) is the answering defendant in possession of any specimen photographs of brake shoes of the type offered for sale which had the instruction. If so provide a copy of same;
- (i) is the answering defendant in possession of any design drawings depicting the instruction on any brake shoes of the type offered for sale. If so provide a copy of same.

RESPONSE TO INTERROGATORY NO. 39:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: no.

Interrogatory No. 40

Did any brake shoe with an asbestos containing brake lining sold by the answering defendant either as original equipment as part of an axle or wheel assembly or as a replacement part ever have any labeling directly upon the brake shoe itself that a grinding wheel should not

be used to grind a brake lining. (This demand relates to the word "asbestos" directly on the brake shoe itself and not on any packaging or a separate reference in any separate manual, book, or publication that the brake lining contained asbestos). If so state:

- (a) the first and last date the instruction appeared on the brake shoe;
- (b) the wording of each version of the instruction and the dates of use;
- (c) indicate whether the instruction appeared on the lining portion of the brake shoe;
- (d) indicate whether the instruction appeared on the metal portion of the brake shoe;
- (e) set forth the method of labeling (namely was the instruction, printed, etched, metal stamped, on an adhesive label or string tag);
- (f) indicate the font style, size and color of the instruction;
- (g) whether the instruction was added by the answering defendant or placed by the manufacturer of the brake shoe or lining. If by the manufacturer of the brake shoe or lining set forth the name of the manufacturer.
- (h) is the answering defendant in possession of any specimen photographs of brake shoes of the type offered for sale which had the instruction. If so provide a copy of same;
- (i) is the answering defendant in possession of any design drawings depicting the instruction on any brake shoes of the type offered for sale. If so provide a copy of same.

RESPONSE TO INTERROGATORY NO. 40:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: no.

Interrogatory No. 41

Did any brake shoe with an asbestos containing brake lining sold by the answering defendant either as original equipment as part of an axle or wheel assembly or as a replacement part ever have any labeling directly upon the brake shoe itself that sand paper or emery cloth

should not be used to sand a brake lining. (This demand relates to the word "asbestos" directly on the brake shoe itself and not on any packaging or a separate reference in any separate manual, book, or publication that the brake lining contained asbestos). If so state:

- (a) the first and last date the instruction appeared on the brake shoe;
- (b) the wording of each version of the instruction and the dates of use;
- (c) indicate whether the instruction appeared on the lining portion of the brake shoe;
- (d) indicate whether the instruction appeared on the metal portion of the brake shoe;
- (e) set forth the method of labeling (namely was the instruction, printed, etched, metal stamped, on an adhesive label or string tag);
- (f) indicate the font style, size and color of the instruction;
- (g) whether the instruction was added by the answering defendant or placed by the manufacturer of the brake shoe or lining. If by the manufacturer of the brake shoe or lining set forth the name of the manufacturer.
- (h) is the answering defendant in possession of any specimen photographs of brake shoes of the type offered for sale which had the instruction. If so provide a copy of same;
- (i) is the answering defendant in possession of any design drawings depicting the instruction on any brake shoes of the type offered for sale. If so provide a copy of same.

RESPONSE TO INTERROGATORY NO. 41:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: no.

Interrogatory No. 42

Did any brake shoe with an asbestos containing brake lining sold by the answering defendant either as original equipment as part of an axle or wheel assembly or as a replacement part ever have any labeling directly upon the brake shoe itself that a dust mask or respirator

should be worn when working with brake shoes. (This demand relates to the word "asbestos" directly on the brake shoe itself and not on any packaging or a separate reference in any separate manual, book, or publication that the brake lining contained asbestos). If so state:

- (a) the first and last date the instruction appeared on the brake shoe;
- (b) the wording of each version of the instruction and the dates of use;
- (c) the type of mask or respirator recommended;
- (d) under what circumstance that a mask or respirator was recommended;
- (e) indicate whether the instruction appeared on the lining portion of the brake shoe;
- (f) indicate whether the instruction appeared on the metal portion of the brake shoe;
- (g) set forth the method of labeling (namely was the instruction, printed, etched, metal stamped, on an adhesive label or string tag);
- (h) indicate the font style, size and color of the instruction;
- (i) whether the instruction was added by the answering defendant or placed by the manufacturer of the brake shoe or lining. If by the manufacturer of the brake shoe or lining set forth the name of the manufacturer.
- (j) is the answering defendant in possession of any specimen photographs of brake shoes of the type offered for sale which had the instruction. If so provide a copy of same;
- (k) is the answering defendant in possession of any design drawings depicting the instruction on any brake shoes of the type offered for sale. If so provide a copy of same.

RESPONSE TO INTERROGATORY NO. 42:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds: no.

Interrogatory No. 43

Did the answering defendant ship any unboxed replacement brake shoes with asbestos

containing linings as replacement parts on pallets to its customers? For purposes of this interrogatory an unboxed brake shoe is defined as brake shoes on a pallet without first being placed in a separate cardboard box, plastic or paper bag. If the answer is in the affirmative state:

(a) did any label, sticker, invoice, string tag on or with the pallet indicate that the linings of the brake shoes on the pallet contained asbestos. If yes state:

- (i) the first and last year's such item was shipped with the pallet;
- (ii) the specific type of item affixed to the pallet (i.e. label, sticker, invoice, string tag);
- (iii) is the defendant in possession of a specimen copy of the labeling item or a photograph thereof. If so provide a copy.
- (iv) provide the sum and substance of the wording of each version of the labeling item and the dates of use.

(b) did any label, sticker, invoice, string tag on or with the pallet list a health caution or warning with respect to the asbestos in the linings of the brake shoes on the pallet. If yes state :

- (i) state the first and last year's such item was shipped with the pallet;
- (ii) the specific type of item affixed to the pallet (i.e. label, sticker, invoice, string tag);
- (iii) is the defendant in possession of a specimen copy of the labeling item or a photograph thereof. If so provide a copy.
- (iv) provide the sum and substance of the wording of each version of the labeling item and the dates of use.

(c) did any label, sticker, invoice, string tag on or with the pallet list any instructions about the use of compressed air to clean brake shoes. If yes state :

- (i) state the first and last year's such item was shipped with the pallet;
- (ii) the specific type of item affixed to the pallet (i.e. label, sticker, invoice, string tag);
- (iii) is the defendant in possession of a specimen copy of the labeling item or a photograph thereof. If so provide a copy.

- (iv) provide the sum and substance of the wording of each version of the labeling item and the dates of use.
- (d) did any label, sticker, invoice, string tag on or with the pallet list any instructions about the use of a grinding wheel on the linings of the brake shoes. If yes state :
 - (i) state the first and last year's such item was shipped with the pallet;
 - (ii) the specific type of item affixed to the pallet (i.e. label, sticker, invoice, string tag);
 - (iii) is the defendant in possession of a specimen copy of the labeling item or a photograph thereof. If so provide a copy.
 - (iv) provide the sum and substance of the wording of each version of the labeling item and the dates of use.
- (e) did any label, sticker, invoice, string tag on or with the pallet list any instructions about the use of a sandpaper or emery cloth on the linings of the brake shoes. If yes state :
 - (i) state the first and last year's such item was shipped with the pallet;
 - (ii) the specific type of item affixed to the pallet (i.e. label, sticker, invoice, string tag);
 - (iii) is the defendant in possession of a specimen copy of the labeling item or a photograph thereof. If so provide a copy.
 - (iv) provide the sum and substance of the wording of each version of the labeling item and the dates of use

RESPONSE TO INTERROGATORY NO. 43:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: yes, ArvinMeritor's brake products with asbestos-containing linings have generally been shipped as follows: (1) brakes with axles: stacked and banded on wooden pallets; (2) stand-alone brake units: stacked and banded on wooden pallets and, in recent years, encased in plastic; (3) replacement linings and linings on shoes: cardboard boxes.

ArvinMeritor accompanied its asbestos-containing brake products with the following warnings:

Warnings on Pallets

By October 1986, one of ArvinMeritor's manufacturing facilities in Kenton, Ohio began placing warning tags on pallets and bundles of trailer axles that included asbestos-containing parts that stated:

“DANGER
CONTAINS ASBESTOS FIBER
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD.”

At least as early as September 1987, warning labels were placed on the outside of banded and shrink-wrapped pallets of asbestos-containing replacement parts with the following language:

“DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING AND BREATHING DUST
CANCER AND LUNG DISEASE HAZARD
RISK MUCH GREATER FOR SMOKERS
CONSULT EMPLOYER AND WEAR RESPIRATOR IF REQUIRED.”

Copies of warnings described herein will be available to plaintiff at a time and place to be agreed upon between the parties, except for those documents that the company claims are protected from disclosure on the basis of attorney-client privilege or the work-product rule, a list of which will also be made available in connection with the production of the remaining responsive documents. ArvinMeritor has insufficient knowledge or belief to further respond to this request.

Interrogatory No. 44

Did the answering defendant sell any replacement brake shoes with asbestos containing linings in cardboard boxes. If the answer is in the affirmative state:

- (a) the color of each box and the years of use;
- (b) the color of the writing on the box and years of use;
- (c) the font type and size on the box and years of use;
- (d) did the box contain a Rockwell logo and the years of use;
- (e) did any wording on a box indicate that the linings on the brake shoes contained asbestos.

- (i) is the defendant in possession of a specimen copy of the box or a photograph thereof. If so provide a copy.
 - (ii) provide the sum and substance of the wording of each version of the labeling on the box and the dates of use.
- (f) did any wording on a box list a health caution warning with respect to the asbestos in the linings of the brake shoes. If so state :
 - (i) is the defendant in possession of a specimen copy of the box or a photograph thereof. If so provide a copy.
 - (ii) provide the sum and substance of the wording of each version of the labeling on the box and the dates of use.
- (g) did any wording on a box list any instructions about the use of compressed air to clean brake shoes. If so state:
 - (i) is the defendant in possession of a specimen copy of the box or a photograph thereof. If so provide a copy.
 - (ii) provide the sum and substance of the wording of each version of the labeling on the box and the dates of use.
- (h) did any wording on a box list any instructions about the use of a grinding wheel on the linings of the brake shoes. If so state :
 - (i) is the defendant in possession of a specimen copy of the box or a photograph thereof. If so provide a copy.
 - (ii) provide the sum and substance of the wording of each version of the labeling on the box and the dates of use.
- (i) did any wording on a box any instructions about the use of a sandpaper or emery cloth on the linings of the brake shoes. If so state :
 - (i) is the defendant in possession of a specimen copy of the box or a photograph thereof. If so provide a copy.
 - (ii) provide the sum and substance of the wording of each version of the labeling on the box and the dates of use.

RESPONSE TO INTERROGATORY NO. 44:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not calculated to lead

to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiff to its response to Interrogatory No. 43.

Rockwell's name and/or corporate logo was printed in blue and white or black and white on cardboard boxes of replacement brake linings supplied by ArvinMeritor. On or about late 1997 or 1998, the names on the boxes changed and Meritor's name and/or corporate logo was printed in maroon and white on cardboard boxes. ArvinMeritor accompanied its asbestos-containing brake products with the following warnings:

Warnings on Boxes

Beginning in the late 1970s, boxes of asbestos-containing replacement parts included the following warning label:

"CAUTION: CONTAINS ASBESTOS FIBERS.
AVOID CREATING DUST. BREATHING ASBESTOS
DUST MAY CAUSE SERIOUS BODILY HARM."

In approximately September 1986, ArvinMeritor revised the warning label placed on boxes of all asbestos-containing replacement products to include the following language:

"DANGER: CONTAINS ASBESTOS FIBERS.
AVOID CREATING DUST.
CANCER AND LUNG DISEASE HAZARD."

Copies of warnings described herein will be available to plaintiff at a time and place to be agreed upon between the parties, except for those documents that the company claims are protected from disclosure on the basis of attorney-client privilege or the work-product rule, a list of which will also be made available in connection with the production of the remaining responsive documents. ArvinMeritor has insufficient knowledge or belief to further respond to this request.

Interrogatory No. 45

Did the defendant ever publish or distribute any books, manuals, pamphlets, brochures or other writings which indicated that exposure to any of the that asbestos in any brake shoes or linings incorporated as component parts in its axles, wheel assemblies or replacement brake shoes or linings was potentially dangerous to human health. If the answer is in the affirmative state:

(a) the date or dates of publication or issuance;

- (b) the titles of such publications;
- (c) to whom such publications were distributed;
- (d) the exact language of each version of the warning or caution contained in such publications and the dates of use;
- (e) provide specimen copies of all versions of such publications.

RESPONSE TO INTERROGATORY NO. 45:

See general objections. ArvinMeritor also objects to this request on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term "wheel assembly" as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor accompanied its asbestos-containing brake products with the following warnings:

Warnings in Field Maintenance Manuals

Beginning in December 1976, ArvinMeritor's field maintenance manuals, which were distributed directly to customers, including original equipment manufacturers and fleets, and by ArvinMeritor's sales force to fleets and dealerships, and which were also available upon request, contained the following warning:

"IMPORTANT- Brake lining contains asbestos fibers.
Caution should be exercised in handling and
maintenance as described in OSHA Regulation
(29 CFR PART 1910.1001)."

At least as early as October 1986, the warning in the field maintenance manuals was changed to the following language:

"ASBESTOS WARNING; MANY BRAKE LININGS
CONTAIN ASBESTOS FIBERS, A CANCER AND LUNG
DISEASE HAZARD. CAUTION SHOULD BE
EXERCISED IN HANDLING AND MAINTENANCE
AS DESCRIBED ON PAGE 2."

The page referenced in the 1986 manual's warning explained procedures for reducing exposure to asbestos and stated in part:

"ASBESTOS WARNING
RECOMMENDED PROCEDURES FOR REDUCING ASBESTOS DUST, A CANCER AND
LUNG DISEASE HAZARD."

Warnings in Technical Service Aids and Technical Service Bulletins

Beginning in January 1981, ArvinMeritor's Technical Service Aids and Bulletins ("TSAs"), which were placed into all boxes of asbestos-containing replacement parts, contained the following warning about asbestos hazards:

"IMPORTANT: BRAKE LININGS CONTAIN ASBESTOS FIBERS. CAUTION SHOULD BE EXERCISED IN HANDLING AND MAINTENANCE AS DESCRIBED IN O.S.H.A. REGULATION (29 CFR PART 1910.1001)."

Beginning at least as early as 1986, ArvinMeritor's TSAs provided information on reducing exposure to asbestos under the title:

"RECOMMENDED PROCEDURES FOR REDUCING ASBESTOS DUST, A CANCER AND LUNG DISEASE HAZARD."

Warnings in Material Safety Data Sheets

Since 1986, material safety data sheets for asbestos-containing brake linings shipped to ArvinMeritor customers included the following warning:

"DANGER: BRAKE LININGS CONTAIN ASBESTOS FIBERS, A CANCER AND LUNG DISEASE HAZARD, AND OTHER POTENTIALLY HAZARDOUS MATERIALS. RISK MUCH GREATER FOR SMOKERS. AVOID CREATING AND BREATHING ASBESTOS DUST. CONSULT EMPLOYER AND WEAR RESPIRATOR IF NECESSARY."

Warnings in Other Product Literature

Beginning in 1978 or 1979, product literature distributed to ArvinMeritor's customers with products included one of the following warnings:

"IMPORTANT: All brake linings contain asbestos fibers. Avoid creating dust. Breathing asbestos dust may cause serious bodily harm."

"IMPORTANT: Brake linings contain asbestos fibers. Caution should be exercised in handling and maintenance as described in OSHA Regulation (29 C.F.R. Part 1019.1001)."

"IMPORTANT: Most brake linings contain asbestos. Be careful when you work with asbestos material. Read OSHA regulation. (29 C.F.R. 1019.1001)."

In 1986, warnings in such product literature were changed to one of the following:

“Warning. Many brake linings contain asbestos fibers, a cancer and lung disease hazard. Risk much greater for smokers. Avoid creating and breathing dust. Consult employer and wear respirator if necessary. See ArvinMeritor field maintenance manual for more details.”

“IMPORTANT: Many brake linings contain asbestos fibers, a cancer and lung disease hazard. Caution should be exercised in handling and maintenance.”

Copies of warnings described herein will be available to plaintiff at a time and place to be agreed upon between the parties, except for those documents that the company claims are protected from disclosure on the basis of attorney-client privilege or the work-product rule, a list of which will also be made available in connection with the production of the remaining responsive documents. ArvinMeritor has insufficient knowledge or belief to further respond to this request.

Interrogatory No. 46

Did the defendant ever publish or distribute any books, manuals, pamphlets, brochures or other writings which indicated that compressed air should not be used when cleaning brake shoes incorporated as component parts in its axles, wheel assemblies or replacement brake shoes or linings. If the answer is in the affirmative state:

- (a) the date or dates of publication or issuance;
- (b) the titles of such publications;
- (c) to whom such publications were distributed;
- (d) the exact language of each version of the warning or caution contained in such publications and the dates of use;
- (f) provide specimen copies of all versions of such publications.

RESPONSE TO INTERROGATORY NO. 46:

See general objections. ArvinMeritor also objects to this request on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. ArvinMeritor further objects to the term “wheel assembly” as vague and ambiguous. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: yes. Subject to the general and specific objections, and without waiving same, documents, if any, responsive in whole or in part

to this request, may be contained in materials in ArvinMeritor's possession that will be made available to plaintiff at a time and place to be agreed upon between the parties.

Interrogatory No. 47

Did the defendant ever publish or distribute any books, manuals, pamphlets, brochures or other writings which indicated that asbestos containing brake linings should not be ground with a grinding wheel. If the answer is in the affirmative state:

- (a) the date or dates of publication or issuance;
- (b) the titles of such publications;
- (c) to whom such publications were distributed;
- (d) the exact language of each version of the warning or caution contained in such publications and the dates of use;
- (e) provide specimen copies of all versions of such publications.

RESPONSE TO INTERROGATORY NO. 47:

See general objections. ArvinMeritor also objects to this request on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: no.

Interrogatory No. 48

Did the defendant ever publish or distribute any books, manuals, pamphlets, brochures or other writings which indicated that asbestos containing brake linings should not be sanded with emery paper or sand paper. If the answer is in the affirmative state:

- (a) the date or dates of publication or issuance;
- (b) the titles of such publications;
- (c) to whom such publications were distributed;
- (d) the exact language of each version of the warning or caution contained in such publications and the dates of use;
- (g) provide specimen copies of all versions of such publications.

RESPONSE TO INTERROGATORY NO. 48:

See general objections. ArvinMeritor also objects to this request on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: no.

Interrogatory No. 49

Did the defendant ever publish or distribute any books, manuals, pamphlets, brochures or other writings which indicated that a dust mask or respirator should be worn when working with or handling asbestos containing brake linings. If the answer is in the affirmative state:

- (a) the date or dates of publication or issuance;
- (b) the titles of such publications;
- (c) to whom such publications were distributed;
- (d) the exact language of each version of the warning or caution contained in such publications and the dates of use;
- (e) specify under what circumstances a mask or respirator were recommended;
- (f) indicate the type of mask or respirator recommended
- (g) provide specimen copies of all versions of such publications.

RESPONSE TO INTERROGATORY NO. 49:

See general objections. ArvinMeritor also objects to this request on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: yes and refers plaintiff to its response to Interrogatory Nos. 45. ArvinMeritor has insufficient knowledge or belief to further respond to this request.

Interrogatory No. 50

Did the defendant ever publish or distribute any books, manuals, pamphlets, brochures, or other writings which indicated that exhaust ventilation equipment should be used when working with or handling asbestos containing brake linings. If the answer is in the affirmative state:

- (a) the date or dates of publication or issuance;
- (b) the titles of such publications;
- (c) to whom such publications were distributed;
- (d) the exact language of each version of the warning or caution contained in such publications and the dates of use;
- (e) specify under what circumstances a mask or respirator were recommended;
- (f) indicate the type of mask or respirator recommended
- (g) provide specimen copies of all versions of such publications.

RESPONSE TO INTERROGATORY NO. 50:

See general objections. ArvinMeritor also objects to this request on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: yes. Subject to the general and specific objections, and without waiving same, documents, if any, responsive in whole or in part to this request, may be contained in materials in ArvinMeritor's possession that will be made available to plaintiff at a time and place to be agreed upon between the parties.

INTERROGATORY NO. 51

State whether Defendant or any of its subsidiary or predecessor companies at any time been a member of, belonged to, or participated in any trade organization or association, including but not limited to:

- (a) Society of Automotive Engineers;
- (b) The Asbestos Brake Lining Association;
- (c) The Heavy-Duty Manufactures Council
- (d) The National Safety Council;
- (e) National Insulation Manufacturers Association;
- (f) The Asbestos Textile Institute;
- (g) Industrial Hygiene Foundation;
- (h) Defense Research Institute;

- (i) any other associations or organizations comprised of the manufactures or sellers of brake shoes, brake linings, clutch facings or any other friction products;

If the answer to any subpart above is in the affirmative state:

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

RESPONSE TO INTERROGATORY NO. 51:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the foregoing general objections, and without waiving same, based upon available information, ArvinMeritor has been a member of the National Safety Council from 1942 until approximately 1999, and the Heavy-Duty Brake Manufacturers Council since 1986.

INTERROGATORY NO. 52

Please state whether any surveys or studies were performed at any of the defendant's manufacturing or assembly facilities to determine the airborne release of asbestos fibers during any, cutting drilling, riveting, bolting, packaging, unpackaging or handling of asbestos containing brake linings or brake shoes with asbestos linings. If the answer is in the affirmative please state with respect to each such survey or study:

- (a) the subject matter, title and date of each study;

- (b) the date, and the name of the person authorizing the study;
- (c) the reason for the study;
- (d) the names of the persons who conducted the study;
- (e) the date the study was completed;
- (f) whether the results were published and disseminated and if so, where and to whom;
- (g) the results of the study;
- (h) if the statistical analyses were made, state the date and describe the results and assumption upon which they were based;
- (i) If in writing, identify it by date, title, indemnification number, present location and custodian. Provide a copy of such records and reports.

RESPONSE TO INTERROGATORY NO. 52:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the foregoing general objections, and without waiving same, ArvinMeritor responds as follows: yes. Beginning in the 1970s, however, ArvinMeritor performed regular monitoring of airborne asbestos concentrations at its automotive plants to determine the effectiveness of asbestos dust control measures and to ensure compliance with applicable health regulations. The answers to the remainder of this request may be ascertained in ArvinMeritor's monitoring records which will be made available to plaintiff at a time and place to be agreed upon between the parties.

INTERROGATORY NO. 53

Please state whether any work place surveys or studies were performed at a test laboratory, at an actual worksite or other location to determine if there was an airborne release of asbestos fibers during the assembly or disassembly of brake shoes including but not limited to the removal of the wheel and tire cleaning with compressed air, hand sanding of brake linings, bench grinding of brake linings, removal of new shoes from packaging, attachment of hardware and springs, adjustment and replacement of the wheel and tire. If the answer is in the affirmative please state with respect to each such survey or study:

- (a) the subject matter, title and date of each study;
- (b) the date, and the name of the person authorizing the study;
- (c) the reason for the study;
- (d) the names of the persons who conducted the study;
- (e) the date the study was completed;
- (f) whether the results were published and disseminated and if so, where and to whom;
- (g) the results of the study;
- (h) if the statistical analyses were made, state the date and describe the results and assumption upon which they were based;
- (i) If in writing, identify it by date, title, indemnification number, present location and custodian. Provide a copy of such records and reports.

RESPONSE TO INTERROGATORY NO. 53:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor refers plaintiffs to its response to Interrogatory No. 52.

INTERROGATORY NO. 54

Please state whether any work place surveys or studies were performed at a test laboratory or at an actual worksite to determine if the effects of friction and heat on chrysotile asbestos contained in brake linings during the braking process. If the answer is in the affirmative please state with respect to each such survey or study:

- (a) the subject matter, title and date of each study;
- (b) the date, and the name of the person authorizing the study;
- (c) the reason for the study;
- (d) the names of the persons who conducted the study;
- (e) the date the study was completed;

- (f) the vehicles used in the study including but the name and model numbers of the semi tractor truck or trailer.
- (g) whether the results were published and disseminated and if so, where and to whom;
- (h) the results of the study;
- (i) if the statistical analyses were made, state the date and describe the results and assumption upon which they were based;

RESPONSE TO INTERROGATORY NO. 54:

See general objections. ArvinMeritor also objects to this request on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds as follows: no.

INTERROGATORY NO. 55

State whether any employee of defendant, past or present, ever made a claim for asbestos-related pleural disease, asbestosis, mesothelioma, lung cancer or any other cancer under the Occupational Disease or Workmen's Compensation with any State. If so, discuss:

- a. The date that defendant first received notice of such claim;
- b. The total number of such claims per year received to date;
- c. The total number of such claims received to date;
- d. The number of such claims for which disability benefits and/or medical expenses were paid by defendant;
- e. All persons to whom disability benefits and/or medical expenses were your defendant and the exact medical diagnosis, disease and/or condition for which such benefits/expenses were paid.

RESPONSE TO INTERROGATORY NO. 55:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 56

Whether you or any of your predecessors and/or subsidiaries maintain, from 1950 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 purchase, manufacture, marketing, sale or distribution of asbestos products including but not limited to asbestos fiber, asbestos containing brake linings and brake shoes with asbestos containing linings. If so, discuss:

- a. The location of such documents.
- b. The name and address of the custodian of the documents.
- c. The format in which the documents are kept, i.e., hard copy, microfilm, microfiche, etc.
- d. In what form the documents can be accessed, i.e., by state, by product, etc., and if by product, whether kept according to asbestos or non-asbestos.
- e. Whether there are any documents reflecting that your products were present at the exposure sites identified by Plaintiff.

RESPONSE TO INTERROGATORY NO. 56:

See *general objections*. ArvinMeritor also objects to this request to the extent it seeks disclosure of information protected by the applicable privileges and immunities, and on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, documents, if any, responsive in whole or in part to this request, may be contained in materials in ArvinMeritor's possession that will be made available to plaintiff at a time and place to be agreed upon between the parties.

INTERROGATORY NO. 57

Identify all of the defendant's present and former executives, officers, managers, agents, servants and employees who have given testimony at deposition, trial, at administrative hearing, before congress or any congressional committee, before meetings a governmental agency, before OSHA, or before the EPA of re on the topics listed below. For each subpart identify whether such testimony was given, name of the case, the court of filing, the court docket number and date

of the testimony. Provide a copy of the transcript:

- (a) the manufacture of asbestos containing brake shoes or linings;
- (b) the sale or distribution of asbestos containing brake shoes or linings;
- (c) the customers of the answering defendant;
- (d) the labeling of asbestos containing brake shoes, linings or the packaging in which they were sold or shipped;
- (e) the placement of warnings or cautions with respect to asbestos containing brake shoes or linings;
- (f) the decision, need, feasibility or desirability of discontinuing the use of asbestos containing brake shoes or linings;
- (g) forsterite and brake linings or shoes;
- (h) the custodian of business records;
- (i) the answering defendants knowledge of the historical scientific and medical knowledge of the health implications of exposure to asbestos;
- (j) as an industrial hygienist of the answering defendant relating to asbestos containing products including but not limited to brake shoes and linings;
- (k) as an manager of product safety of the answering defendant relating to asbestos containing products including but not limited to brake shoes and linings;
- (l) as a plant safety manager of product safety of the answering defendant relating to asbestos containing products including but not limited to brake shoes and linings;
- (m) as a director of Environmental Safety of the answering defendant relating to asbestos containing products including but not limited to brake shoes and linings;
- (n) as a plant physician of the answering defendant relating to asbestos containing products including but not limited to brake shoes and linings and the health of the defendants employees;
- (o) sales personnel who were responsible for making sales calls or servicing accounts in Western New York (defined as Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Orleans, Niagara, Wyoming, Monroe, Wayne, Livingston and Ontario Counties

RESPONSE TO INTERROGATORY NO. 57:

See general objections. ArvinMeritor also objects to this request to the extent it seeks disclosure of information protected by the applicable privileges and immunities, and on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not calculated to lead to the discovery of admissible evidence. Subject to the general and specific objections, and without waiving same, ArvinMeritor responds:

After a reasonable and good faith review of corporate documents and inquiry of corporate personnel, ArvinMeritor has no basis to believe that any such testimony was given before the Occupational Safety and Health Administration, the National Institute of Occupational Safety and Health, or any committee or subcommittee of the United States Congress on the inhalation of asbestos dust and the development of disease.

Bruce Ketcham was deposed on January 22, 1999 in Washington, DC, in connection with Douglas v. Allied-Signal, Civil Action Number 93-9533 (Civil District Court for the Parish of Orleans, State of Louisiana). The plaintiffs were represented by Perry J. Roussel, Jr., Roussel & Roussel, 1710 Cannes Drive, LaPlace, Louisiana 70068. The court reporter was Wendy S. Caswell, Ace-Federal Reporters, 1120 G Street, N.W., Washington, D.C. 20005.

On October 31, 2001, Mr. Ketcham testified in a civil action, Bargelski v. ACandS, Inc., C.A. No. 000-6-260-ASB (Superior Court of New Castle County, State of Delaware). The plaintiffs were represented by Thomas C. Crumplar, Jacobs & Crumplar, 2 East 7th Street, Wilmington, Delaware 19899. The court reporter was Kathleen D. Feldman, Official Court Reporter of the State of Delaware, in and for New Castle County.

On June 24, 2004, Mr. Ketcham testified in a civil action, Crow v. Agco Corp. et al., No. 425890 (Superior Court of San Francisco County, State of California). The plaintiffs were represented by Bruce Jackson, Paul, Hanley, and Harley LLP, 1680 Fourth St., Suite 300, Berkeley, California 94710. The court reporter was Melanie Dawn Gheno.

On June 7, 2005, Mr. Ketcham was deposed in connection with Hall v. Asbestos Corp. Ltd., No. 835640-0 (Superior Court of Alameda County, State of California). The plaintiffs were represented by Terry N. Gross, Kazan, McClain, Edises, Abrams, Fernandez, Lyons & Farrise, 171 12th Street, Suite 300, Oakland, California 94607. The court reporter was Denise M. Lombardo, CSR. No. 5419.

On February 9, 2006, Mr. Ketcham was deposed in connection with, Pisani v. ACandS, Inc., No. RG04141585 (Superior Court of Alameda County, State of California). The plaintiffs were represented by Steve Tigerman, Harowitz & Tigerman, LLP, 450 Sansome Street, 3rd Floor, San Francisco, California 94111. The court reporter was Marjorie Forman.

On November 7, 2006, Mr. Ketcham was deposed in connection with Franklin v. General Motors Corp., No.04-CI-00274 (Anderson Circuit Court, State of Kentucky). The plaintiffs were represented by Paul J. Kelley, Sales, Tillman, Wallbaum, Catlett and Satterley, 1900 Waterfront Plaza, 325 West Main Street, Louisville, Kentucky 40202. The court reporter was Lori Cerrano.

X On February 20, 2007, Mr. Ketcham was deposed in connection with Acceturo v. Abex Corp., No. L-6601-99 (Superior Court of the State of New Jersey, Law Division, Middlesex County). The plaintiff was represented by Patrick J. Bartels, Keefe Bartels, Esqs., 830 Broad Street, Shrewsbury, New Jersey 07702. The court reporter was Judith A. Frost.

On April 29, 2008, Mr. Ketcham was deposed in connection with Bradford v. AC & S, Inc., No. BC 368842 (Superior Court of the State of California, City and County of Los Angeles). The plaintiff was represented by Keller Fishback, 28720 Roadside Drive, Suite 201, Agoura Hills, California 91301.

ArvinMeritor has insufficient knowledge or belief to respond further to this request.

INTERROGATORY NO. 58

Indicate if any of the below listed past or present agents, servants or employees of the defendant have given testimony at deposition, trial, or administrative hearing. If the answer to any subpart is yes, provide the name of the case, the court of filing, the court docket number and date of the testimony. Indicate whether the person is alive and if so the last known address for the individual. Provide a copy of the transcript. (note the occupations listed below are for ease in identification purposes and are not intended to be a limitation on the request).

- (a) Dr. Richard Morrison, Medical Director
- (b) Dr. Robert Pringle, Medical Director
- (c) Dr. Toby Freedman, Medical Director
- (d) Dr. Albert Puskas, Medical Director
- (e) John Rozas, Manager of Industrial Hygiene
- (f) John Maciejczyk, Corporate Director of Environmental Health and Safety
- (g) Dick Johnson , plant safety manager Troy, Michigan
- (h) William Long-Regional Safety Manager, Troy Michigan
- (i) Preston Shimmer, custodian of Rockwell's record's
- (j) Robert Mathers, Engineering, Product Safety, Manager of Product Analysis;

(k) Bruce E. Ketchum, Manager;

(l) K.G. Patton, Director Compliance and Security

RESPONSE TO INTERROGATORY NO. 58:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the foregoing general objections, and without waiving same, ArvinMeritor refers plaintiff to its response to Interrogatory No. 57.

INTERROGATORY NO. 59

During the period 1970 to 1991 did the answering defendant employ any sales personnel who were responsible for making sales calls or servicing accounts in Western New York (defined as Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Orleans, Niagara, Wyoming, Monroe, Wayne, Livingston and Ontario Counties). If the answer is in the affirmative provide the following:

- (a) the name or names of the sales personnel;
- (b) whether such sales persons are alive and their last know address;
- (c) the individual sales territory of each such person;
- (d) whether the defendant is in possession of any invoices or contracts during this period for the sales made by such individuals;
- (e) the names of those persons assigned to any account with Roadway Express;

RESPONSE TO INTERROGATORY NO. 59:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the foregoing general objections, and without waiving same, ArvinMeritor responds: yes. Among others, James Vigliano, Jamie Beneteau, Brad Kimes and Ron White were Rockwell sales personnel for distributor sales for the region in question. ArvinMeritor has insufficient knowledge or belief to respond further to this request.

INTERROGATORY NO. 60

Did the answering defendant ever issue a Material Safety Data Sheet (MSDS) for any

asbestos containing brake lining or a brake shoe with an asbestos containing brake lining. If the answer is yes provide the following:

- (a) the date which the MSDS was first issued;
- (b) the date of all revision for the MSDS;
- (c) the sum and substance of each version of the MSDS;
- (d) provide a copy of each version of the MSDS.

RESPONSE TO INTERROGATORY NO. 60:

See general objections. ArvinMeritor also objects to this request to the extent it seeks disclosure of information protected by applicable privileges and immunities, and on the grounds that it is overbroad and unduly burdensome, vague and ambiguous, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the foregoing general objections, and without waiving same, ArvinMeritor responds as follows: yes. The answer to the remainder of this request may be ascertained from ArvinMeritor's Material Safety Data Sheet files, which will be made available to plaintiff at a time and place to be agreed upon between the parties.

INTERROGATORY NO. 61

Did the answering defendant ever receive a Material Safety Data Sheet (MSDS) for any asbestos containing brake lining or a brake shoe with an asbestos containing brake lining which it purchased from an outside supplier? If the answer is yes provide the following:

- (a) provide the name and address of the supplier who provided the MSDS;
- (b) the date which the MSDS was first issued;
- (c) the date of all revision for the MSDS;
- (d) the sum and substance of each version of the MSDS;
- (e) provide a copy of each version of the MSDS.

RESPONSE TO INTERROGATORY NO. 61:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the foregoing general objections, and without waiving same, ArvinMeritor has insufficient knowledge or belief to respond to this request. Documents, if any,

responsive in whole or in part to this request may be contained in materials in ArvinMeritor's possession that will be made available to plaintiff at a time and place to be agreed upon between the parties.

INTERROGATORY NO. 62

Did the suppliers or manufacturers of asbestos containing brake linings ever supply the defendant with any warnings or cautions as to the safe handling of asbestos brakes or cautions, procedures or precautions which should be taken when handling, cutting, drilling, grinding, sanding, installing or removing brake shoes or linings? If the answer is in the affirmative:

- (a) indicate the name and address of the supplier providing this information;
- (b) indicate the dates or dates which the defendant received this information;
- (c) indicate the sum and substance of the information received;
- (d) provide all writings memorializing this information including but not limited to any correspondence, memorandum, minutes of meetings, books, pamphlets, and other writings.

RESPONSE TO INTERROGATORY NO. 62:

See general objections. ArvinMeritor also objects to this request on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to the foregoing general objections, and without waiving same, ArvinMeritor responds: yes. ArvinMeritor has insufficient knowledge or belief to respond further to this request. Documents, if any, responsive in whole or in part to this request may be contained in materials in ArvinMeritor's possession that will be made available to plaintiff at a time and place to be agreed upon between the parties.

INTERROGATORY NO. 63

Identify all persons, except experts, on whose testimony plaintiff intends to rely at trial. With regard to each person whom the plaintiff expects to call as an expert witness at trial, provide a copy of the witness' curriculum vitae or a summary of the witness' qualifications and state for each such expert witness

- (a) His identity;
- (b) The subject matter on which such expert is to testify;

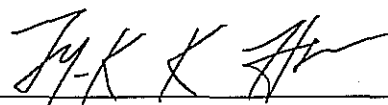
- (c) The substance of all facts and opinions regarding which such expert is to testify;
- (d) A summary of the grounds for each opinion of such expert;
- (e) Whether the facts and opinions listed in (c) above are contained in a written report, memorandum or transcript;
- (f) Whether such expert intends to base his testimony on any book, treatise, article, study, or any other document, and if so, identify all such documents; and
- (g) Whether the witness has testified at trial or by deposition in other asbestos-related personal injury or wrongful death cases, and if so, state for each such case:
 - (i) The name and docket number;
 - (ii) The court in which each such case is or was pending; and
 - (iii) The identity of the party for whom the witness testified.

RESPONSE TO INTERROGATORY NO. 63:

See general objections. ArvinMeritor also objects to this request to the extent it seeks disclosure of information protected by applicable privileges and immunities. Subject to the general and specific objections, and without waiving same, ArvinMeritor has not determined yet which witnesses or expert witnesses it may call at trial. ArvinMeritor will supplement this response at such time, or in accordance with the Court's scheduling order or agreement between the parties.

Dated: New York, New York
May 20, 2008

KASOWITZ, BENSON, TORRES
& FRIEDMAN LLP

By: 
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