

CAUSE NO. 97-4054-F

MARIO RAMIREZ,	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
vs.	§	NUECES COUNTY, TEXAS
	§	
OWENS CORNING (a/k/a OWENS	§	
CORNING CORPORATION), et al.	§	
Defendants.	§	214th JUDICIAL DISTRICT

**DEFENDANT CITGO REFINING AND CHEMICALS COMPANY, L.P.'S
RESPONSES TO PLAINTIFF'S REQUESTS FOR ADMISSION**

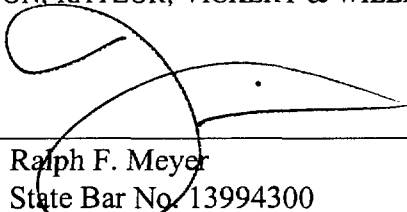
TO: Plaintiff, Mario Ramirez, by and through his attorney of record Mr. Russell Budd, Baron & Budd, P.C., The Centrum, Suite 1100, 3102 Oak Lawn Avenue, Dallas, Texas, 75219.

COMES NOW Defendant CITGO Refining and Chemicals Company, L.P. ("CITGO"), and makes this its objections and responses to Plaintiff's Requests for Admission pursuant to the Texas Rules of Civil Procedure.

Respectfully submitted,

ROYSTON, RAYZOR, VICKERY & WILLIAMS, L.L.P.

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CERTIFICATE OF SERVICE

This certifies that a true and correct copy of the foregoing has been served via the indicated means to the below listed counsel of record this 4th day of September, 2001.

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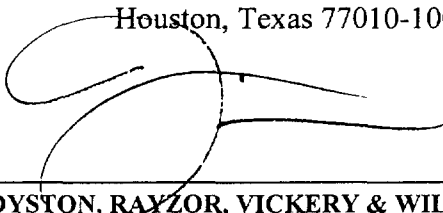
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OF ROYSTON, RAYZOR, VICKERY & WILLIAMS, L.L.P.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

The Defendant objects to the instructions and definitions included in the Plaintiff's discovery request to the extent that they seek to impose duties or obligations which are beyond that imposed by the Texas Rules of Civil Procedure. In addition, the Defendant makes the following specific objections:

The Defendant objects to the definitions of "Defendant", "You", "Your", and "Your Company" as being overly broad, vague, burdensome, harassing, and not reasonably calculated to lead to the discovery of admissible evidence. The definitions seek to require the Defendant to answer questions based upon the knowledge of all of its employees (both present and past), its "Agents," which term is vague in itself, and any companies which are now or have ever been in any way related to this Defendant. The definition seeks to place a burden upon the Defendant which is impossible to discharge and which is well beyond any contemplated by the Texas Rules of Civil Procedure.

The Defendant objects to the terms "Product containing asbestos fibers", "asbestos-containing products", "asbestos products" for the reason that this Defendant is not a manufacturer of asbestos or asbestos related products. As such, it does not possess knowledge regarding the manufacture of asbestos-containing products, unless that information is provided. Therefore, these terms are overly broad, vague, harassing and burdensome to the extent that they require this Defendant to respond with regard to the manufacture of each and every product within its facility.

The Defendant objects to the definition of the term "Time Period At Issue" as being overly broad, vague and ambiguous to the extent that it refers the Defendant to a number of different sources, which are or may be conflicting, to determine the period of time specified. Subject to and without waiving its objections, Plaintiff's Fourth Amended Asbestos Petition alleges Plaintiff's dates of exposure in the refinery for which this Defendant is responsible to be 1988 through 1991. The Defendant, therefore, objects to providing information or documents with respect to any period of time other than 1988 through 1991.

**PLAINTIFF'S REQUESTS FOR ADMISSION AND
FURTHER REQUESTS FOR PRODUCTION**

REQUEST FOR ADMISSION NO. 1:

Admit that asbestos-containing products, asbestos-containing friction products, and/or machinery requiring the use of asbestos or asbestos-containing products were utilized on Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the definition of "asbestos-containing products" and "Time Period At Issue" for the reasons set forth above. CITGO also objects to the term "utilized" as being vague in the context of the request. Subject to said objections, and without waiving any objection, CITGO admits that during the period 1988-1991 asbestos containing material could be found in certain locations within the refinery.

REQUEST FOR ADMISSION NO. 2:

Admit that Plaintiff was exposed to asbestos at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the definition of the term "Time Period At Issue" for the reasons set forth above. CITGO also objects to the term "exposed" as being vague. Subject to and without waiving its objections, the request is denied.

REQUEST FOR ADMISSION NO. 3:

Admit that you have no air monitoring for asbestos taken on Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the definition of the terms "you" and "Time Period At Issue" for the reasons set forth above. Subject to and without waiving said objections, the request is denied.

REQUEST FOR ADMISSION NO. 4:

Admit that results of air monitoring for asbestos taken on Defendant's Premises At Issue during the Time Period At Issue indicate Plaintiff was exposed to asbestos at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the definition of the term "Time Period at Issue" for the reasons set forth above. CITGO also objects to the word "exposed" as being vague. Subject to and without waiving its objections, the request is denied.

REQUEST FOR ADMISSION NO.5:

Admit that Defendant's employees were working with asbestos-containing materials at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the definitions of the terms "Defendant" and "Time Period at Issue" for the reasons set forth above. CITGO also objects to the phrase "working with" as being vague. Subject to and without waiving its objections, the request is denied.

REQUEST FOR ADMISSION NO. 6:

Admit that contractors were working with asbestos-containing materials at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the definition of the term "Time Period at Issue" for the reasons set forth above. CITGO also objects to the phrase "working with" as being vague. Subject to, and without waiving any objections, CITGO admits that qualified and licensed asbestos abatement contractors abated asbestos-containing material from certain areas of the refinery during certain times during the period 1988 to 1991.

REQUEST FOR ADMISSION NO. 7:

Admit that Defendant was aware of the presence of asbestos-containing products on Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the definitions of the terms “asbestos-containing products,” “Defendant” and “Time Period at Issue” for the reasons set forth above. Subject to and without waiving any of its objections, CITGO admits that owners and operators of the refinery were aware of the presence of asbestos-containing material in certain areas of the refinery during the period 1988 through 1991.

REQUEST FOR ADMISSION NO. 8:

Admit that Defendant was aware of the use of asbestos-containing products on Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the definition of “asbestos-containing products” and “Time Period at Issue” for the reasons set forth above. CITGO also objects to the term “use” as being vague. Subject to and without waiving any objections, as CITGO understands the request, it is denied.

REQUEST FOR ADMISSION NO. 9:

Admit that you did not post a warning, caution or hazard signs concerning asbestos at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the definition of the terms “you” and “Time Period at Issue” for the reasons set forth above. Subject to and without waiving said objections, the request is denied insofar as warning signs were used by asbestos abatement contractors in connection with their work during the period 1988 through 1991.

REQUEST FOR ADMISSION NO. 10:

Admit that you did not post a warning, caution or hazard signs in Spanish concerning asbestos at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the definition of the terms "you" and "Time Period at Issue" for the reasons stated above. In addition, CITGO objects to this request as being not reasonably calculated to lead to the discovery of admissible evidence and harassing insofar as Mr. Ramirez speaks and reads English and graduated from high school in Corpus Christi. Subject to and without waiving any of its objections, CITGO is not aware of any warning signs of this description which were used during the period 1988 through 1991.

REQUEST FOR ADMISSION NO. 11:

Admit that you specified the use of asbestos-containing materials at Defendant's Premises At Issue prior to or during the Time Period At Issue.

RESPONSE:

CITGO objects to the definition of "you" and the phrase "prior to or during the Time Period at Issue" for the reasons stated above. CITGO also objects to the word "use" as being vague. Subject to and without waiving said objections, Mr. Ramirez has testified that he was an insulator. CITGO denies any asbestos-containing insulation was specified for installation in the refinery during the years 1988 - 1991.

REQUEST FOR ADMISSION NO. 12:

Admit that asbestos-containing materials were in use at Defendant's Premises At Issue in the 1950s.

RESPONSE:

CITGO objects to the word "use" as being vague in the context of the request. CITGO also objects to the request as being overly broad, burdensome, harassing and not reasonably calculated to lead to the discovery of admissible evidence since Plaintiff does not claim to have been at the refinery during the time specified in the request. CITGO also objects to the request as being argumentative insofar as it assumes that CITGO or any entity that CITGO is responsible for owned or operated the refinery during the period specified, which is denied.

REQUEST FOR ADMISSION NO. 13:

Admit that asbestos-containing materials were in use at Defendant's Premises At Issue in the 1960s.

RESPONSE:

CITGO objects to the word "use" as being vague in the context of the request. CITGO also objects to the request as being overly broad, burdensome, harassing and not reasonably calculated to lead to the discovery of admissible evidence since Plaintiff does not claim to have been at the refinery during the time specified in the request. CITGO also objects to the request as being argumentative insofar as it assumes that CITGO or any entity that CITGO is responsible for owned or operated the refinery during the period specified, which is denied.

REQUEST FOR ADMISSION NO. 14:

Admit that asbestos-containing materials were in use at Defendant's Premises At Issue in the 1970s.

RESPONSE:

CITGO objects to the word "use" as being vague in the context of the request. CITGO also objects to the request as being overly broad, burdensome, harassing and not reasonably calculated to lead to the discovery of admissible evidence since Plaintiff does not claim to have been at the refinery during the time specified in the request. CITGO also objects to the request as being argumentative insofar as it assumes that CITGO or any entity that CITGO is responsible for owned or operated the refinery during the period specified, which is denied.

REQUEST FOR ADMISSION NO. 15:

Admit that asbestos-containing materials were in use at Defendant's Premises At Issue in the 1980s.

RESPONSE:

CITGO objects to the word "use" as being vague in the context of the request. CITGO also objects to the request as being overly broad, burdensome, harassing and not reasonably calculated to lead to the discovery of admissible evidence since Plaintiff does not claim to have been at the refinery during the entire time specified in the request. CITGO also objects to the request as being argumentative insofar as it assumes that CITGO or any entity that CITGO is responsible for owned

or operated the refinery during the entire period specified, which is denied. Subject to and without waiving any of its objections, CITGO admits that there were asbestos containing materials in certain locations of the refinery during the period 1988 through 1991.

REQUEST FOR ADMISSION NO. 16:

Admit that asbestos-containing materials were in use at Defendant's Premises At Issue in the 1990s.

RESPONSE:

CITGO objects to the word "use" as being vague in the context of the request. CITGO also objects to the request as being overly broad, burdensome, harassing and not reasonably calculated to lead to the discovery of admissible evidence since Plaintiff does not claim to have been at the refinery during the entire time specified in the request. Subject to and without waiving any of its objections, CITGO admits that there were asbestos containing materials in certain locations of the refinery during the period 1988 through 1991.

REQUEST FOR ADMISSION NO. 17:

Admit that you did not provide to contractors working at Defendant's Premises At Issue health and safety procedures relating to the use of asbestos at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the terms "you" and "Time Period at Issue" for the reasons stated above. In addition, CITGO objects to the term "use" as being vague in the context of the request. Subject to and without waiving any objection, the only contractors known to be working with asbestos during the years 1988 through 1991 were asbestos abatement companies that specialized in the safe removal of asbestos. CITGO is not aware of the refinery providing these specialists with safety procedures relating to their area of expertise, namely asbestos and its safe removal.

REQUEST FOR ADMISSION NO. 18:

Admit that you did not provide to contractors working at Defendant's Premises At Issue health and safety procedures in Spanish relating to the use of asbestos at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the terms "you" and "Time Period at Issue" for the reasons stated above. In addition, CITGO objects to the term "use" as being vague in the context of the request. CITGO also objects to the request as being not reasonably calculated to lead to the discovery of admissible evidence insofar as it makes reference to procedures in the Spanish language. Mr. Ramirez graduated from high school in Corpus Christi and both reads and speaks the English language. Subject to and without waiving any objection, the only contractors known to be working with asbestos during the years 1988 through 1991 were asbestos abatement companies that specialized in the safe removal of asbestos. CITGO is not aware of the refinery providing these specialists with safety procedures relating to their area of expertise, namely asbestos and its safe removal.

REQUEST FOR ADMISSION NO. 19:

Admit that you did not conduct with contractors health and safety meetings relating to the use of asbestos at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the term "you" and the phrase "Time Period at Issue" for the reasons stated above. In addition, CITGO objects to the word "use" as being vague in the context of this request. Subject to and without waiving its objections, to CITGO 's knowledge, the only contractors that would have been working with asbestos during the years 1988 - 1991 were asbestos abatement companies. CITGO is not aware of the refinery conducting any health and safety meetings with these asbestos specialists relating to their area of expertise, namely asbestos and its safe removal.

REQUEST FOR ADMISSION NO. 20:

Admit that you did not conduct with contractors health and safety meetings in Spanish relating to the use of asbestos at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the use of the term "you" and the phrase "Time Period at Issue" for the reasons stated above. In addition, CITGO objects to the word "use" as being vague in the context of this request. CITGO also objects to the request as being not reasonably calculated to lead to the discovery of admissible evidence insofar as it makes reference to procedures in the Spanish language. Mr. Ramirez graduated from high school in Corpus Christi and both reads and speaks the English language. Subject to and without waiving its objections, to CITGO 's knowledge, the only contractors that would have been working with asbestos during the years 1988 - 1991 were asbestos abatement companies. CITGO is not aware of the refinery conducting any health and safety

meetings with these asbestos specialists relating to their area of expertise, namely asbestos and its safe removal.

REQUEST FOR ADMISSION NO. 21:

Admit that you did not take any steps to protect contractor employees from exposure to asbestos on Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the use of the phrase "Time Period at Issue" and the word "you" for the reasons stated above. CITGO also objects to the word "exposure" as being vague. Subject to and without waiving its objections, the request is denied.

REQUEST FOR ADMISSION NO. 22:

Admit that asbestos is still in use at Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the word "use" as being vague in the context of the request. Subject to and without waiving its objections, CITGO admits that asbestos-containing material can be found in certain locations within in its refinery.

REQUEST FOR ADMISSION NO. 23:

Admit that asbestos is still in place at Defendant's Premises At Issue.

RESPONSE:

CITGO admits that asbestos-containing material can be found in certain areas within in its refinery.

REQUEST FOR ADMISSION NO. 24:

Admit that the United States government has contracted with Defendant for work at Defendant's Premises At Issue.

RESPONSE:

Denied.

REQUEST FOR ADMISSION NO. 25:

Admit that the United States government paid Defendant more than \$ 10,000 for the work it contracted with Defendant for work at Defendant's Premises At Issue.

RESPONSE:

Denied.

REQUEST FOR ADMISSION NO. 26:

Admit that Defendant owned Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to term "Defendant" and the phrase "Time Period at Issue" for the reasons stated above. Subject to and without waiving its objections, CITGO denies the request, except that CITGO admits that it has assumed legal responsibility for the owners and operators of the refinery during the period 1988-1991.

REQUEST FOR ADMISSION NO. 27:

Admit that Defendant operated Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to term "Defendant" and the phrase "Time Period at Issue" for the reasons stated above. Subject to and without waiving its objections, CITGO denies the request, except that CITGO admits that it has assumed legal responsibility for the owners and operators of the refinery during the period 1988-1991.

REQUEST FOR ADMISSION NO. 28:

Admit that you did not conduct air monitoring for the presence of asbestos dust during the time period in question.

RESPONSE:

CITGO objects to definition of the word "you" for the reasons set forth above. CITGO also objects to the phrase "during the time period in question" as being vague. Subject to and without waiving its objections, the request is denied in that air monitoring for the presence of asbestos dust was conducted during the years 1988 through 1991 by the asbestos abatement company which was hired to safely remove asbestos from its facility.

REQUEST FOR ADMISSION NO. 29:

Admit that during the Time Period At Issue, you did not conduct air monitoring tests for levels of asbestos at Defendant's Premises At Issue.

RESPONSE:

CITGO objects to definitions of the word "you" and phrase "Time Period At Issue" for the reasons set forth above. Subject to and without waiving its objections, the request is denied in that air monitoring for the level of asbestos was conducted during the years 1988 through 1991 by the asbestos abatement company which was hired to safely remove asbestos from its facility.

REQUEST FOR ADMISSION NO. 30:

Admit that you were aware that business invitees at Defendant's Premises At Issue did not understand English.

RESPONSE:

CITGO objects to this request as being harassing and not reasonably calculated to lead to the discovery of admissible evidence in this case since Mr. Ramirez graduated from high school in Corpus Christi and has admitted to understanding and speaking the English language. CITGO also objects to the request as being overly broad and burdensome because it is not limited in time. Subject to and without waiving its objections, the request is denied.

REQUEST FOR ADMISSION NO. 31:

Admit that you did not take any steps to ascertain whether business invitees at Defendant's Premises At Issue understood English.

RESPONSE:

CITGO objects to this request as being harassing and not reasonably calculated to lead to the discovery of admissible evidence in this case since Mr. Ramirez graduated from high school in Corpus Christi and had admitted to understanding the English language. CITGO also objects to the request as being overly broad and burdensome because it is not limited in time. Subject to and without waiving its objections, the request is denied.

REQUEST FOR ADMISSION NO. 32:

Admit that you did not provide safety orientations to contractor employees prior to their commencing work at Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the definition of the word "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, burdensome and harassing insofar as it is not limited to any particular period of time. The phrase "safety orientation" is also vague. Subject to and without waiving these objections, the request is denied.

REQUEST FOR ADMISSION NO. 33:

Admit that you did not to provide safety orientations in Spanish to contractor employees prior to their commencing work at Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the definition of the word "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, burdensome and harassing insofar as it is not limited to any particular period of time. CITGO also objects to the phrase "safety orientations" as being vague and the reference to "safety orientations" in the Spanish language as being harassing and not reasonably calculated to lead to the discovery of admissible evidence since the Plaintiff graduated from high school in Corpus Christi and has admitted understanding the English language and knowing how to read and write in English.

REQUEST FOR ADMISSION NO. 34:

Admit that you hired or contracted with Plaintiff's employer to remove asbestos-containing materials from Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the terms "you" and "Time Period At Issue" for the reasons set forth above. CITGO also objects to the use of the term "Plaintiff's employer" as being vague and undefined in the context of this case. CITGO also objects to the request as being harassing and not reasonably calculated to lead to the discovery of admissible evidence insofar as Plaintiff testified that at least some of his employers had asbestos abatement crews and that he was not on the crews. Subject to and without waiving its objections, CITGO denies the Plaintiff removed asbestos at the refinery.

REQUEST FOR ADMISSION NO. 35:

Admit that you hired or contracted with Plaintiff's employer to replace asbestos-containing materials at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the terms "you" and "Time Period At Issue" for the reasons set forth above. CITGO also objects to the use of the term "Plaintiff's employer" as being vague and undefined in the context of this case. Subject to and without waiving its objections, as CITGO understands the request, it is denied.

REQUEST FOR ADMISSION NO. 36:

Admit that you hired or contracted with Plaintiff's employer to install asbestos-containing materials at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the term "you" and the phrase "Time Period At Issue" for the reasons set forth above. CITGO also objects to the use of the term "Plaintiff's employer" as being vague in the context of this case. CITGO also objects to the request as being overly broad and burdensome insofar as it is not limited in time. Subject to and without waiving said objections, Mr. Ramirez has testified he was an insulator. CITGO denies the refinery hired or contracted with anyone to install asbestos insulation during the years 1988 to 1991.

REQUEST FOR ADMISSION NO. 37:

Admit that you hired or contracted with Plaintiff's employer to maintain asbestos-containing materials at Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the use of the term "Plaintiff's employer" and "maintained" as being vague and undefined in the context of this case. CITGO also objects to the request as being harassing and not reasonably calculated to lead to the discovery of admissible evidence insofar as Plaintiff testified that at least some of his employers had asbestos abatement crews and that he was not on the crews. CITGO also objects to the request as being overly broad and burdensome insofar as it is not limited in time. Subject to and without waiving its objections, CITGO denies the Plaintiff "maintained" asbestos at the refinery.

REQUEST FOR ADMISSION NO. 38:

Admit that you hired or contracted with Plaintiff's employer to do new construction work at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the use of the terms "you" and "Time Period At Issue" for the reasons set forth above. CITGO also objects to the use of the phrases "Plaintiff's employer" and "new construction work" as being vague and undefined in the context of this case. Subject to and without waiving said objections, as CITGO understands the Plaintiff's testimony about his work at the refinery and the phrase "new construction," CITGO denies that Plaintiff worked on "new construction."

REQUEST FOR ADMISSION NO. 39:

Admit that you hired Plaintiff's employer to do "turnaround" work at Defendant's Premises At Issue during the Time Period At Issue.

RESPONSE:

CITGO objects to the use of the terms "you" and "Time Period At Issue" for the reasons set forth above. CITGO also objects to the use of the phrase "Plaintiff's employer" as being vague and undefined in the context of this case. Subject to and without waiving said objections, CITGO admits that the some of the Plaintiff's employers were hired to do turnaround work during the period 1988 - 1991.

REQUEST FOR ADMISSION NO. 40:

Admit that you communicated with Plaintiff's employer concerning the work to be performed on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the use of the term "you" for the reasons set forth above. CITGO also objects to the use of the phrase "Plaintiff's employer" as being vague in the context of this case. CITGO further objects to the use of the phrase "communicated . . . concerning the work to be performed" as being overly broad, vague and burdensome because it is vague and undefined in the context of this case. CITGO further objects to the request as being overly broad and burdensome insofar as it is not limited in time. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 41:

Admit that you instructed Plaintiff s employer concerning the work to be performed on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the use of the term "you" for the reasons set forth above. CITGO also objects to the use of the phrase "Plaintiff's employer" as being vague in the context of this case. CITGO also objects to the request as being overly broad and burdensome insofar as it is not limited in time. CITGO further objects to the use of the phrase "instructed . . . concerning the work to be performed" as being overly broad, vague and burdensome. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 42:

Admit that you instructed Plaintiff's employer concerning how the work was to be performed on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the use of the term "you" for the reasons set forth above. CITGO also objects to the use of the phrase "Plaintiff's employer" as being vague in the context of this case. CITGO further objects to the use of the phrase "instructed . . . concerning how the work to be

performed” as being overly broad, vague and burdensome. CITGO also objects to the request as being overly broad and burdensome insofar as it is not limited in time. This request is also overly broad as it is not limited in time. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 43:

Admit that you showed Plaintiff's employer how the work was to be performed on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the term “you” for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases “Plaintiff's employer” and “the work” as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 44:

Admit that your specifications indicated to Plaintiff's employer how the work was to be performed on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the term “your” for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases “your specifications,” “Plaintiff's employer” and “the work” as being vague and overly broad in the context of this case. This request is also overly broad as it is not limited in time. Subject to and without waiving said objections, the request is denied.

REQUEST FOR ADMISSION NO. 45:

Admit that your specifications indicated to Plaintiff's employer what materials were to be used in performing the work on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the term "your" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "your specifications," "Plaintiff's employer" and "the work" as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 46:

Admit that you told Plaintiff's employer or supervisor when to start work.

RESPONSE:

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "Plaintiff's employer or supervisor" and "work" as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 47:

Admit that you told Plaintiff's employer or supervisor when to stop work.

RESPONSE

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "Plaintiff's employer or supervisor" and "work" as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 48:

Admit that you told Plaintiff's employer what materials to use when doing the work.

RESPONSE:

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "Plaintiff's employer" and "work" as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 49:

Admit that you told Plaintiff's employer in what order the work should be done.

RESPONSE:

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "Plaintiff's employer" and "work" as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 50:

Admit that you told Plaintiff's employer the deadline by which the work on Defendant's Premises At Issue was to be completed.

RESPONSE:

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "Plaintiff's employer" and "work" as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 51:

Admit that you had the power to correct the work performed by the employees of Plaintiff's employer on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "Plaintiff's employer" and "work performed" as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 52:

Admit that you had the power to require that the work performed by the employees of Plaintiff's employer on Defendant's Premises At Issue be redone to your satisfaction.

RESPONSE:

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "Plaintiff's employer" and "work performed" as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 53:

Admit that you had the power to stop the work performed by the employees of Plaintiff's employer on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "Plaintiff's employer" and "work" as being vague and overly broad in the context of this case. Subject to and without waiving said objections,

upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 54:

Admit that you observed the work performed by the employees of Plaintiff's employer on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "Plaintiff's employer" and "work performed" as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 55:

Admit that you inspected the work performed by the employees of Plaintiff's employer on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the term "you" for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases "inspected," "Plaintiff's employer" and "work performed" as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 56:

Admit that you approved the work performed by the employees of Plaintiff's employer on Defendant's Premises At Issue.

RESPONSE:

CITGO objects to the term “you” for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases “approved,” “Plaintiff’s employer” and “work performed” as being vague and overly broad in the context of this case. Subject to and without waiving said objections, upon reasonable inquiry with respect to information known or easily obtainable, CITGO lacks information or knowledge sufficient to respond to the request as phrased.

REQUEST FOR ADMISSION NO. 57:

Admit that you retained the power to control all phases of the work being performed by the employees of Plaintiff’s employer on Defendant’s Premises At Issue.

RESPONSE:

CITGO objects to the term “you” for the reasons set forth above. CITGO also objects to the request as being overly broad, vague and burdensome insofar as it is not limited to a relevant period of time. CITGO further objects to the use of the phrases “Plaintiff’s employer,” “all phases” and “work performed” as being vague and overly broad in the context of this request. Subject to and without waiving its objections, as CITGO understands the request, it is denied.