

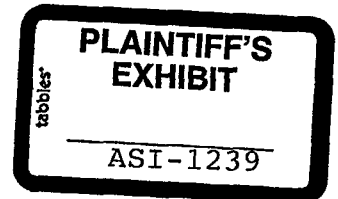
BENOS, CUMMINGS, MANN & VALENTI
A LEGAL PROFESSIONAL ASSOCIATION

WAYNE F. BENOS
DANA E. CUMMINGS
ERIC H. MANN
JOHN A. VALENTI

THE BULKLEY BUILDING
1501 EUCLID AVE., SUITE 800
CLEVELAND, OHIO 44115-2175
TEL: (216) 575-1777
FAX: (216) 575-1951
E-MAIL: bcmv@multiverse.com

July 12, 2001

Charlie McLeigh, Esq.
Goldberg, Persky, Jennings & White, PC
1030 Fifth Ave., Third Floor
Pittsburgh, PA 15219



RE: Goldberg Groups 10, 11, and 12
Cuyahoga County Court of Common Pleas

Dear Mr. McLeigh:

Enclosed please find *Defendant American Standard Inc.'s Responses and Answers to Plaintiffs' Request for Admissions, Interrogatories and Request for Production of Documents Directed to Defendant* in the above-captioned cases.

Sincerely,

A handwritten signature in black ink, appearing to read "Raquel Timm".

Raquel Timm
Legal Assistant

Enclosures.

IN THE COURT OF COMMON PLEAS OF CUYAHOGA COUNTY, OHIO

PLAINTIFF

CASE NUMBER

GOLDBERG GROUP 10

Joseph C. Decker	95-293253-046
Archie N. Fox	95-293253-076
Roger Gilmore	95-293253-082
Paul Gordon	95-293253-090
George Gunkievich	95-293253-084
Leo Heavener	95-293449-050
John Heslep	95-293449-046
Wilbur Heslep	95-293449-028
Victor Hoskinson	95-293449-044
John Hunnell	95-293449-035
Junior Ice	95-293449-074
Hillis Jenewein	95-293449-057
Harold Lively	95-293526-091
Lewis Lively	95-293526-097
Dennis Longwell	95-293526-089
Thomas E. Lucas	95-293526-094
Charles W. Miller	95-293526-067
Rudy Mokros	95-293526-056
Larry Morris (Deceased)	95-293526-052
Paul E. Nelms	95-293526-048
Ernest S. Petho	95-293526-038
Roger Probst	99-398381
Sherman Richter	95-293394-094
William E. Yarbrough	95-293312-035
J.E. Yoho	95-293312-036

GOLDBERG GROUP 11

Richard Blake	95-293312-038
William Davis	95-293253-045
Gordon Dennis	95-293253-041
Danny Dulaney	95-293253-048
Donald Ebert (Deceased)	95-293253-056
Vernon Ebert	95-293253-052
James Eddy	95-293253-058
Marlyn Eisenbarth	95-293253-054
James Feeney	95-293253-068
James Glasscock	95-293253-087

Thomas Glover	95-293253-083
Roger Hammond	95-293449-027
John Harrigan	95-293449-032
Donald Hogue	95-293449-051
Stanley Jarrett	95-293449-065
Robert L. Jones	95-293449-066
Loyal H. Lee	95-293449-090
Willard Lucas	95-293449-091
Raymond Stackpole	95-293394-059
Russell Stewart	95-293394-057
Howard Thomas (Deceased)	95-293394-023
Kermit Thomas (Deceased)	95-293394-024

GOLDBERG GROUP 12

James M. Johnson	95-293449-056
Robert Kenny	95-293449-078
Emmitt Kerns	95-293449-088
Joseph Kolakowski	95-293449-095
Stanley Lamp	95-293526-085
Harold J. Lehman	95-293526-101
Gary Lloyd	95-293526-096
Phillip E. Lowe	95-293526-095
William May	95-293526-082
Franklin McCaslin	95-293526-081
Donald L. McDougal	95-293526-064
Joseph McFrederick	95-293526-063
Robert Mease	95-293526-059
Jack V. Mobberly	95-093526-078
Dale R. Mobley	95-293526-077
Joe Mollendick	95-293526-062
Mardis E. Moore	95-293526-079
Melvin M. Palmer	95-293526-039
Richard Paulus	95-293526-024
Dennis Piatt	95-293526-037
George F. Pool	95-293526-036
Clinton Racer	95-293394-097
Ronald Rader (Dec'd)	95-293394-101
Francis Rataiczak	95-293394-100
Herbert Rice	95-293394-095
Earl Ritchie	95-293526-013
John L. Robbins	95-293526-017
John H. Rush	95-293394-089
Robert E. Sawyers	95-293394-065
Harry Schaub (Dec'd)	95-293394-088

Kenneth Shanholtzer (Dec'd)
James H. Slider

95-293394-048
95-293394-062

Plaintiffs,

vs.

A-BEST PRODUCTS COMPANY, INC.,
et al.,

Defendants.

**DEFENDANT AMERICAN STANDARD INC.'S RESPONSES AND ANSWERS TO
PLAINTIFFS' REQUEST FOR ADMISSIONS, INTERROGATORIES AND
REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANT**

COMES NOW, the Defendant, Westinghouse Air Brake Company, sued herein as "American Standard Inc., and its division, in its own right and as Successor to Westinghouse Air Brake and/or Wabco" (hereinafter "Defendant" or "Westinghouse Air Brake"), and in Response and Answer to Plaintiffs' Request for Admissions, Interrogatories and Request for Production of Documents, states as follows:

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

This Defendant's Response to each of these Interrogatories and Requests to Produce incorporates this Preliminary Statement and General Objections.

Westinghouse Air Brake Company, and its successors, (hereinafter "Westinghouse Air Brake") built and sold products for intended use on rail-carried vehicles to railroad equipment manufacturers and railroads. It is one of many separate and distinct companies that can trace its history back to and was incorporated by George Westinghouse. It was formed originally in 1869 to design, develop, and manufacture air braking components for vehicles. In 1930, it sold its automotive-related operation to a newly formed company, Bendix-Westinghouse Air Brake Co.

Westinghouse Air Brake Company was acquired in 1968 but continued to operate and remained in business as a separate and distinct entity until December 31, 1978. As of January 1, 1979, Westinghouse Air Brake Company was dissolved and, thereafter, through March 8, 1990, operated as Westinghouse Air Brake Division of American Standard Inc. ("American Standard"). On March 9, 1990, American Standard sold Westinghouse Air Brake Division and other North American rail-related assets to Rail Acquisition Corporation, which immediately incorporated under the name Westinghouse Air Brake Company ("New Westinghouse Air Brake"), transferring the assets of the Westinghouse Air Brake Division to that new corporation. On information and belief, in 1999, after a merger with another company, new Westinghouse Air Brake Company's name was changed to Westinghouse Air Brake Technologies Corporation ("Wabtec"). These responses are prepared and filed on behalf of Westinghouse Air Brake as it has existed and done business in those different corporate forms over those years.

Westinghouse Air Brake has been at all relevant times a manufacturer of railway equipment. It was not, is not, and never has been, a manufacturer of asbestos products or asbestos containing insulation. For many years, Westinghouse Air Brake sold its products under the trade name WABCO. It continued to use that trade name, but since 1990 it has done so based on a non-exclusive license issued by American Standard, which owns the rights to that name and uses it on a non-exclusive basis. To the extent that these Interrogatories and Requests to Produce call for information outside of that scope and context, this Defendant objects on the ground that such Interrogatories and Requests are overly broad, unduly burdensome, seek information neither relevant nor material to the subject matter of this case, and are not reasonably calculated to lead to the discovery of relevant, admissible evidence.

The information used in responding to these Interrogatories and Requests to Produce was assembled by this Defendant's authorized employees and counsel and was derived primarily from an ongoing review of such records that remain available and from ongoing discussions with Westinghouse Air Brake's past and present employees. Because much of the information is of, or relates to, events of many years ago, it is difficult, if not impossible, for this Defendant to retrieve or reconstruct some of the requested information. Most such records relating to the operations of Westinghouse Air Brake went to the acquiring corporation at the time of closing on March 9, 1990. Further, investigations to date indicate that at least some historical documents were destroyed pursuant to Westinghouse Air Brake's normal record retention policy. Defendant is engaged in a continuing investigation in an attempt to locate, or confirm the absence of, such information or documents and Defendant also is engaged in a continuing investigation with respect to the matters inquired into by Plaintiffs' discovery. The aforesaid reflects Defendant's corporate effort to comply in good faith with its obligations under the laws and procedures of this jurisdiction and other jurisdictions where discovery is sought. The process is an ongoing one.

Defendant reserves the right to amend these Answers if new or more accurate information becomes available, or if errors are discovered. Furthermore, these Answers are given without prejudice to this Defendant's right to rely at trial on subsequently discovered information or on information inadvertently omitted from these Answers as a result of mistake, error or oversight. To the extent information contained herein differs in any material respect from any prior responses to discovery, these Answers shall be deemed to update and supercede such prior Answers, to the extent they may be inconsistent.

In responding to these Interrogatories and Requests, this Defendant does not concede the relevancy, materiality, or admissibility of any information sought by the discovery requests or any

responses thereto. These Responses are made subject to and without waiver of any questions or objections to the competency, relevancy, materiality, privilege or admissibility of evidence, documents, or information referred to herein, or the subject matter thereof, in any proceeding, including trial.

This Defendant makes the following additional General Objections to these Interrogatories and Requests:

GENERAL OBJECTION NO. 1:

Westinghouse Air Brake objects to those Interrogatories and Requests that request information regarding the ultimate sale or distribution of products distributed or sold by Westinghouse Air Brake other than to manufacturers of rail-carried vehicles and related equipment or to railroads which the Plaintiffs served or with which they worked, and which may not lead to the discovery of admissible evidence regarding product shipments that may have been utilized at job sites where Plaintiffs are claiming exposure, because information sought regarding other sales or distribution of Westinghouse Air Brake's products is irrelevant, immaterial and not reasonably calculated to lead to the discovery of relevant, admissible evidence.

Moreover, unless there is an allegation that plaintiff or plaintiff's decedent actually performed work that would have exposed him to fibers released from internal asbestos containing components of any specific product of Westinghouse Air Brake, discovery relating to such products can produce only information that is irrelevant to the subject matter of the pending litigation, which is not reasonably calculated to lead to the discovery of admissible evidence, and is burdensome and oppressive.

GENERAL OBJECTION NO. 2:

In light of the virtually unlimited breadth of Plaintiffs' discovery requests and the fact that information is sought for an unlimited time period, it is essentially impossible for this Defendant to conduct a complete search for the information sought. Westinghouse Air Brake no longer has, or never had, many of the documents required to respond to these Interrogatories and Requests. Therefore, this Defendant objects to Plaintiffs' Interrogatories and Requests on the foregoing grounds and for the reasons set forth in the Preliminary Statement.

GENERAL OBJECTION NO. 3:

This Defendant objects to these Interrogatories and Requests to the extent that they seek information subject to the attorney-client privilege or which constitutes protected work product. This Defendant specifically objects and asserts a privilege based on attorney-client privilege as to any communications between counsel and any member of the corporate control group, including communication with current or former counsel for this Defendant relating to any issues raised in Plaintiffs' complaints. This Defendant specifically objects on the basis of work product and where applicable, attorney-client privilege relating to any communication between counsel and any consultants or potential witnesses, including former employees of this Defendant with whom consultations may have occurred for the purpose of educating counsel relating to products or matters at issue in the Complaints.

GENERAL OBJECTION NO. 4:

This Defendant objects to each discovery request to the extent that it calls for proprietary and/or confidential business information and, as such, is protected from disclosure as trade secret information. This Defendant's Responses to these Interrogatories and Requests are made without waiver of any such privilege or protection against disclosure.

GENERAL OBJECTION NO. 5:

This Defendant objects to those Interrogatories and Requests that are not product specific or related to Westinghouse Air Brake, and that are not limited to Plaintiffs' places of employment and corresponding time periods. Without information as to the specific products at issue, Defendant cannot make a reasonable investigation in order to formulate a specific response.

GENERAL OBJECTION NO. 6:

Westinghouse Air Brake objects to the Plaintiffs' definition of the term "Defendant." Westinghouse Air Brake responds on its own behalf only. The same objection applies to Plaintiffs' definition of the words "You" and "Your."

GENERAL OBJECTION NO. 7:

Defendant objects to Interrogatories and Requests to Produce that purport to impose upon it any obligations not set forth in the Ohio Rules of Civil Procedure.

REQUEST FOR ADMISSIONS DIRECTED TO DEFENDANT

Please admit or deny the following:

1. This defendant supplied asbestos-containing products:
_____ Admitted _____ Denied

RESPONSE: Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Request in that it does not identify and is not limited to any specific Westinghouse Air Brake product at issue in this litigation, nor is it limited in time or geographic area. Without waiving, and subject thereto, Defendant admits it supplied only those asbestos-containing products identified in Answer to Interrogatory No. 1.

2. This defendant never warned end users that asbestos dust could pose a health hazard:
_____ Admitted _____ Denied

RESPONSE: Defendant incorporates the Preliminary Statement and General Objections.

Without waiving and subject thereto, denied.

3. This defendant never provided masks, respirators or other forms of respiratory protection to non-employees of this defendant who came into contact with asbestos-containing products manufactured, supplied or used by this defendant's employees:
_____ Admitted _____ Denied

RESPONSE: Defendant incorporates the Preliminary Statement and General Objections.

Without waiving and subject thereto, because Defendant's asbestos-containing products were proven, through testing, not to release respirable fibers in excess of the statutorily defined limits, there was no reason to provide masks, respirators, or other forms of respiratory protection, and this Request is admitted.

4. This defendant knew that there were hazards associated with asbestos during the time that it supplied or used asbestos-containing products:
_____ Admitted _____ Denied

RESPONSE: Defendant incorporates the Preliminary Statement and General Objections set forth above. The Request does not specify what level or type of exposure is claimed to be at issue. The Request fails to distinguish between fiber types and ignores important factors such as differences in the friability of asbestos fibers in different products, different uses of asbestos containing products, different exposures of different individuals at different work sites engaged in different crafts and the frequency, proximity, regularity and duration of particular exposures or how such theoretical,

potential exposure might have compared to regulatory standards then in effect which would reflect or tend to reflect the existing knowledge of levels at which there might be a risk to humans. Defendant further objects to this Request in that it fails to specify a Westinghouse Air Brake Product, any, at issue in this litigation, nor is it limited in time. Westinghouse Air Brake Company was a corporation, later a division, which employed numerous persons throughout the course of its business, any one of whom may have obtained varying degrees of knowledge regarding asbestos and asbestos related disease at varying points in time. Thus, Defendant is unable to definitively answer on what specific date, as a corporation, it first became aware of a possible correlation between asbestos, in particular circumstances, and certain human health consequences, or when under different sets of circumstances and occupational exposures there was a consensus view that the scientific evidence supported a relationship between any claimed level of exposure and a particular outcome. On information and belief, at all relevant times, Defendant kept informed of the prevailing industry standards, customs, practices and information related to the operation of Defendant's own business. It is impossible to know exactly which employees had actual knowledge concerning the precise information available at any particular time. Moreover, it is more probable that its employees focused on materials the corporation used in great bulk quantities, which would not have included asbestos, when assessing risks relating to the handling of potentially dangerous materials. Defendant would have utilized such information in the manufacture of its products to provide a reasonably safe workplace as information regarding workplace hazards became known. As to asbestos specifically, Defendant continually reviewed its product lines after the first reported concern or question was raised relating to friction materials and gaskets. It relied on advice from a wide variety of sources, including suppliers of asbestos containing materials to determine whether such asbestos containing components did or did not create respirable fibrous dust at injury producing levels as research into

such uses became known, was digested, and became accepted, in its continuing effort to improve the safety, efficiency, reliability, and affordability of its products. Defendant is not currently nor has it ever been aware of any clinical, epidemiological, toxicological, industrial hygiene, medical and/or scientific literature or study demonstrating that the installation or use of any of its rail-related products released respirable fibers in the breathing zone or released any respirable fibers in excess of the American Conference of Governmental Industrial Hygienists ("ACGIH") and Occupational Health & Safety Administration ("OSHA") standards, such that it never had any information that its products had any potential to cause asbestosis, lung cancer, mesothelioma, pleural plaques or thickening, or other disease or medical condition. As a general proposition, the state of Defendant's corporate knowledge through 1985 regarding the potential of asbestos fibers to cause harm can be determined from the published literature relating to the handling of railroad friction products and compressor gaskets and from any information provided by its suppliers of such products. On information and belief, as information concerning possible health hazards associated with different types of and exposures to asbestos were published from the mid-1960s and onward, Defendant inquired of such suppliers as to the potential that any such products had to release respirable fibers. Defendant is now aware that suppliers of asbestos-containing friction products and gaskets were performing fiber release studies, and that such studies established that there was little or no release of asbestos fibers during intended or foreseeable use. Defendant is not aware of any communication by such suppliers of the specific results of such studies, but it believes based on literature that was published at that time and based on unpublished studies of which it has now been advised that such studies of potential exposure by end users formed the bases on which the manufacturers of such components concluded that such products could be sold to Westinghouse Air Brake without warning. Pre-OSHA standards and regulations that reflected the general industrial appreciation of the hazards

associated with exposures to asbestos included the 1946-1972 ACGIH standards, which were adopted without change by different state departments of labor, by the federal regulations relating to the performance of federal contracts, and in naval and maritime standards. In late 1971, OSHA issued an emergency asbestos standard, and in 1972, it adopted a comprehensive OSHA standard, which largely incorporated the then existing ACGIH standards. Without waiving and subject thereto, Defendant admits that at a point in time during which one or more of the products that it sold contained asbestos bound up in matrix material, it knew as a general proposition that exposure to excessive amounts of asbestos could constitute a hazard; however, Defendant denies that it knew of or that there was any hazard associated with any product that it supplied or used.

5. This defendant never told any employees of the entities listed on Exhibit A that there were hazards associated with asbestos:

_____ Admitted

_____ Denied

RESPONSE: Defendant incorporates the Preliminary Statement and General Objections.

Without waiving and subject thereto, this Request is admitted, based on Answer to Interrogatory Nos. 2-4 and 6.

INTERROGATORIES DIRECTED TO DEFENDANT

1. Identify each and every asbestos-containing product manufactured, and/or sold, and/or distributed, and/or marketed and/or supplied by this defendant at anytime between 1930 and the present, and for each such product provide the following:
 - (a) The years during which such activity took place;
 - (b) The approximate percentage of asbestos in each such product;
 - (c) The specific type of asbestos fiber used in each product;
 - (d) The temperature range for which each product was intended;
 - (e) The product's trade or brand name;
 - (f) A description of any markings which appeared on the product and its packaging;
 - (g) A detailed description of the intended use of the product;