21. Did Defendant, Defendant's predecessors or Defendant's subsidiaries ever sell or purchase any asbestos-containing product and rebrand the product, or allow or cause it to be rebranded? If so, please state the following as to each such rebranded product:

A. The original brand name, trade name and manufacturer of the product;

B. Who performed the physical rebranding and where was it accomplished;

C. Brand name and trade name after the rebranding;

D. User or seller of the product after rebranding;

E. Dates beginning, ending and during which the rebranding of the product took place;

F. Identify all documents reflecting any terms or conditions incident to the rebranding of a product; and,

G. Summarize the financial consideration (including amounts) between the participants in the rebranding agreement.

RESPONSE:

Replacement brake linings packaged and sold by GM, whether made by GM or others, were generally packaged in containers with GM brand names, except for some linings packaged in plain containers with AMC part numbers. GM does not understand what plaintiff means here by "rebranding" and objects to this interrogatory because it is vague, overly broad, and unduly burdensome.

22. Did the Defendant, Defendant's predecessors or Defendant's subsidiaries at any time manufacture any asbestos-containing product which was sold to another manufacturer of asbestos-containing products? If so, please state the following for each such product:

A. The name and address of the other manufacturer;

B. The product's trade name and brand name;

C. Dates beginning, ending and during which the sales took place;