(b) Describe the general type(s) of products and/or services provided;

(c) Specifically identify any and all such agreements that involved providing, using and/or in any way dealing with asbestos and/or asbestos-containing products;

(d) Identify, by government and/or military procurement designation, any and all asbestos-containing products and/or materials provided to the federal government;

(e) State whether or not, as a result of such agreements, Defendant and/or any predecessor/related entity was subject to compliance with the Walsh-Healy Public Contracts Act; and,

(f) Identify any and all documents referring to, relating to, and/or reflecting said agreements, information received from the government concerning asbestos and/or the hazards thereof, and/or any and all safety, health and hygiene requirements imposed by the government.

ANSWER: - Gleason objects to this Interrogatory as overly broad, burdensome, harassing, excessive in scope and time and incorrectly implying that its products were a health hazard. By way of further response, answering defendant responds that it provided goods & services to the federal government from time to time.

INTERROGATORY NO. 62:

Has defendant and/or any predecessor/related entity ever been cited, warned, fined, sanctioned or otherwise officially written up for, any violation of a federal, state or local statute, law, rule, ordinance, code, administrative order, executive order, or the like, by any federal, state or local governmental entity, which violation concerned asbestos in any way? If so:

(a) Identify the governmental entity issuing the citation, warning, fine, sanction or write-up;

(b) State the date of the citation, warning, fine,