

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

ANTHONY MARIO GRECO, et al.,	)	CASE NOS: 323629-323678
	)	
Plaintiffs,	)	JUDGE HARRY HANNA
	)	
v.	)	
	)	
A-BEST PRODUCTS CO., et al.,	)	<u>RESPONSES AND OBJECTIONS OF</u>
	)	<u>DEFENDANT, THE ANCHOR PACKING</u>
	)	<u>COMPANY, TO PLAINTIFFS' MASTER</u>
Defendants.	)	<u>SET OF INTERROGATORIES</u>
	)	

GENERAL OBJECTIONS AND PRELIMINARY STATEMENTS

1. The questions as stated request information going back many years. The Anchor Packing Company has found it difficult, if not impossible, to reconstruct or retrieve much of the information requested. Therefore, the answers given are based on the present facts known or believed by The Anchor Packing Company at the time of its answers.
2. Due to the very nature of being addressed to multiple Defendants who are responsible for a variety of types of products, necessarily many of these questions are objectionable on the grounds of being overly broad, burdensome, vague and ambiguous. In addition, several Requests are not sufficiently limited in time and use terms which do not refer to products distributed by The Anchor Packing Company. These questions are objectionable because they are irrelevant and immaterial to the allegations against this Defendant.
3. The Anchor Packing Company is not a manufacturer. Further, The Anchor Packing Company does not now and has never sold asbestos-containing insulation products as the term

is commonly used and understood in this type of litigation. Therefore, The Anchor Packing Company objects to any questions referring to or assuming that such products are or have been sold by The Anchor Packing Company.

4. These requests assume that the products in question cause asbestos-related disease and, as such, are objectionable in form. The Anchor Packing Company contends that the products it distributed, if at all, release such few fibers that such exposure would not cause or contribute to the development of asbestos related disease.

5. The majority of these questions call for expert opinion and narrative answers not proper for this request. The Anchor Packing Company asserts that the expert opinions and the basis of the opinions are known to Plaintiffs' attorneys from disclosure of such opinions in this case and others. These requests are, therefore, calculated to be duplicative and harassing.

6. The answers contained herein are derived in good faith from the little information available to The Anchor Packing Company at this time and the majority of such information would only be available from the manufacturers of products that The Anchor Packing Company distributed. The wording of these answers has therefore been prepared with the assistance and advice of counsel.

7. Objections made to said answers are also made in good faith, and The Anchor Packing Company requests This Court to rule on said objections and The Anchor Packing Company, by answering in good faith, does not waive its objections.

8. Anchor objects to the instruction and definitions to the extent that they exceed the scope of permissible discovery pursuant to Ohio Civil Rule 26.

RESPONSES AND OBJECTIONS TO PLAINTIFFS' MASTER SET OF INTERROGATORIES

RESPONSE TO INTERROGATORY NO. 1:

Donald E. O'Keefe, Esq., c/o CUMMINGS & LOCKWOOD, 4 Stamford Plaza, 107 Elm Street, Stamford, Connecticut 06904.

RESPONSE TO INTERROGATORY NO. 1.1:

The Anchor Packing Company objects to this Interrogatory on the basis that it is overbroad, unduly burdensome, unnecessary, harassing, and seeks information which is or may be privileged as attorney work product or is a privileged attorney/client communication. Without waiver of these objections, Anchor states that the information used to develop these Responses is gathered from interrogatory answers previously filed in this and other jurisdictions in which it has been named as a defendant in asbestos litigation. Information used in response to these Interrogatories is obtained and confirmed from former employees of Anchor, including Jack Call, former District Sales Manager of the New England District.

RESPONSE TO INTERROGATORY NO. 2:

2(a). The Anchor Packing Company.

2(b). Delaware.

2(c). Anchor discontinued its business operations as of October, 1993. Prior thereto, its principal place of business was 408-G Galimore Diary Road, Greensboro, NC 27409.

2(d). CT Corporation System, Debra K. Justice/LW, 815 Superior Avenue N. E., Cleveland, Ohio 44114.

2(e). Not applicable.

RESPONSE TO INTERROGATORY NO. 3:

The Anchor Packing Company has been a wholly-owned subsidiary of Garlock Inc since June, 1987. With respect to consolidations, asset purchases, acquisitions or spin-offs, there are none.

RESPONSE TO INTERROGATORY NO. 4:

See Response to Interrogatory No. 3.

RESPONSE TO INTERROGATORY NO. 4.1

The Anchor Packing Company objects to this Interrogatory and its subparts as being overbroad, unduly vague, and is not reasonably calculated to lead to the discovery of admissible evidence.

RESPONSE TO INTERROGATORY NO. 5:

Anchor states that it has never mined, manufactured or installed asbestos-containing products. Anchor did however sell, market and distribute asbestos-containing products. Further, Anchor states that it was solely a supplier of fluid sealing products, some of which contained asbestos.

The products which Anchor supplied over the years were manufactured by numerous manufacturing facilities including Raymark Industries, Inc., formerly Raybestos Manhattan Incorporated, and Garlock Inc. All the products which Anchor supplied displayed the name, The Anchor Packing Company.

Not being a manufacturer of the products which it supplied, Anchor is not aware of the chemical composition of each of the items it distributed. Certain of Anchor's catalogs which may contain chemical compositions are available for inspection and copying at a mutually convenient time.

The earliest verifiable year in which Anchor first supplied asbestos-containing sealing products was 1913. Anchor discontinued its business operations as of October, 1993.

Products were sold to customers who had continued to specify the need for asbestos-containing fluid sealing devices for certain applications. These products contained asbestos which was incorporated and constructed with braiding, lubricants, binding and elastomers, and met safety standards established by the Environmental Protection Agency and the Occupational Safety and Health Administration.

From its inception, this Defendant has always made available non-asbestos as well as asbestos-containing sealing products.

This Defendant has not recommended asbestos-containing products for any particular purpose.

Among the specific products which this Defendant has distributed are asbestos gasket and asbestos sheet gaskets. Upon information and belief, such gasket materials were primarily used for static sealing of steam line flanges, cylinder heads of engines, compressors and refrigeration equipment, fluid conduits, etc. Packing materials were primarily used for dynamic sealing of machinery. Finished compressed asbestos sheet was either cut into gaskets by the manufacturer or sold for use by others in cutting gaskets. Such flexible and durable gasketing material was handled, installed and removed in all intended applications without releasing meaningful quantities, if any, of asbestos fibers into the air. Certain compressed asbestos sheets and gaskets were treated with the anti-stick releasing agent which reduced any tendency of the gaskets to adhere to pipe flanges during removal and replacement. This anti-stick agent facilitated the removal of old gaskets without generating dust. Other products distributed came in specific sizes for application and did not generally require modification

before or during application or use.

Upon information and belief, information which would provide answers to this Interrogatory are already in the possession of Plaintiffs' counsel. See Exhibit A.

RESPONSE TO INTERROGATORY NO. 6:

The Anchor Packing Company was not a manufacturer of the fluid sealing products which it supplied, and has no information regarding whether or not the manufacturers of those products made any applications or obtained any patents on those products.

RESPONSE TO INTERROGATORY NO. 7:

Anchor was not the manufacturer of the fluid sealing products which it supplied, and thus has no way of knowing whether there has ever been any alteration or changes in the chemical composition of those products by those manufacturers.

RESPONSE TO INTERROGATORY NO. 8:

No. The Anchor Packing Company was the sole distributor and supplier of the types of fluid sealing products which it supplied directly to industrial end users only.

RESPONSE TO INTERROGATORY NO. 8.01:

Yes.

RESPONSE TO INTERROGATORY NO. 8.02:

(a) Raybestos -Manhattan, Inc., now known as Raymark Industries, Inc., and Garlock Inc.

(b) Anchor objects to this Interrogatory on the basis that it is overly burdensome, overly broad, and is not reasonably calculated to lead to the discovery of admissible evidence, since the only products at issue in this litigation are those fluid sealing products which Anchor supplied to which Plaintiffs claim exposure.

(c) Anchor objects to this Interrogatory on the basis that it is unduly burdensome and that the only products at issue are those to which Plaintiffs claim exposure. Without waiver of these objections, Anchor states that it purchased and distributed fluid sealing products from 1913 until 1993.

RESPONSE TO INTERROGATORY NO. 8.03:

Anchor objects to this Interrogatory on the basis that it is overly broad, unduly burdensome, and is not reasonably calculated to lead to the discovery of admissible evidence, since those products at issue are those fluid sealing products distributed by Anchor to which Plaintiffs claim exposure.

RESPONSE TO INTERROGATORY NO. 8.04:

Anchor incorporates its Response to Interrogatory No. 8.03 hereinabove.

RESPONSE TO INTERROGATORY NO. 8.05:

Anchor objects to this Interrogatory and its subparts on the basis that this Interrogatory seeks information which is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs do not claim injury from any non-asbestos containing products which Anchor may have distributed.

RESPONSE TO INTERROGATORY NO. 8.06:

Anchor incorporates its Response to Interrogatory No. 8.02 hereinabove. In response to subpart (f) of this Interrogatory, Anchor states that it has already produced all responsive documents, in this or other asbestos litigation brought by Plaintiffs' counsel, or Plaintiffs' counsel already possesses such materials.

RESPONSE TO INTERROGATORY NO. 8.1:

Anchor states that it did not maintain separate compilations of sales records for its

asbestos-containing products or for sales in specific states or subdivisions thereof. Such sales records were kept for a period up to seven years. Anchor Packing discontinued its business operations as of October, 1993.

RESPONSE TO INTERROGATORY NO. 8.2:

See response to Interrogatory No. 8.1.

RESPONSE TO INTERROGATORY NO. 8.3:

See response to Interrogatory No. 8.1.

RESPONSE TO INTERROGATORY NO. 8.4:

See response to Interrogatory No. 8.1.

RESPONSE TO INTERROGATORY NO. 9:

In response to this Interrogatory, Anchor has no records which indicate which, if any, of its sales representatives may have called upon the facilities listed in Plaintiffs' Exhibit A. Further responding, Anchor states that it discontinued its business operations in October, 1993 and presently has no employees.

RESPONSE TO INTERROGATORY NO. 9.1:

Anchor did not install any of the fluid sealing products it distributed. Its business operations were discontinued in October, 1993.

RESPONSE TO INTERROGATORY NO. 10:

Not applicable to Anchor.

RESPONSE TO INTERROGATORY NO. 11:

Not applicable to Anchor.

RESPONSE TO INTERROGATORY NO. 12:

Anchor was not a manufacturer of any product. It presently operates no business

facilities, plants or other operations.

RESPONSE TO INTERROGATORY NO. 13:

Yes. The Anchor Packing Company was a supplier of fluid sealing products which it purchased and re-sold.

13(a). Raybestos-Manhattan, Inc. (now known as Raymark Industries, Inc.)
and Garlock Inc.

13(b). All products sold by The Anchor Packing Company bore its name.

13(c). See Response to Interrogatory No. 5.

13(d). The Anchor Packing Company does not possess records or knowledge of
the information sought in this Interrogatory.

13(e). All of The Anchor Packing Company's customers purchased its products.

13(f). Upon information and belief, no.

RESPONSE TO INTERROGATORY NO. 13.1:

Anchor does not maintain any former product packages.

RESPONSE TO INTERROGATORY NO. 13.2:

No.

RESPONSE TO INTERROGATORY NO. 14:

The Anchor Packing Company states that it was not the manufacturer of any asbestos-containing products which it sold or supplied and thus has no knowledge as to the design of those products. Further, Anchor has no knowledge as to who may have participated in the design of those products, and has no records or documentation concerning the design of those products.

RESPONSE TO INTERROGATORY NO. 15:

Anchor states that it had distributed a wide variety of fluid sealing products, many of which have contained asbestos and many of which have not. Among the specific products which Anchor has distributed are asbestos gasket and asbestos sheet, from which the purchaser cuts gaskets. Anchor gasket materials are primarily used for static sealing of steam lined flanges, cylinder heads of engines, compressors and refrigeration equipment, fluid conduits, etc. Anchor Packing materials are primarily used for dynamic sealing of machinery.

Finished compressed asbestos sheet is either cut into gaskets by the manufacturer or sold for use by others in cutting gaskets. Such flexible and durable gasketing material was handled, installed and removed in all intended applications without releasing meaningful quantities, if any, of asbestos fibers into the air. Certain compressed asbestos sheets and gaskets were treated with the anti-stick releasing agent which reduced any tendency of the gaskets to adhere to pipe flanges during removal and replacement. This anti-stick agent facilitated the removal of old gaskets without generating dust. Other products distributed came in specific sizes for application and did not generally require modification before or during application or use.

RESPONSE TO INTERROGATORY NO. 16:

The encapsulated fluid sealing products distributed by The Anchor Packing Company do not create dust in any significant quantities in normal use.

RESPONSE TO INTERROGATORY NO. 17:

Not applicable. The Anchor Packing Company is not the manufacturer of the products it distributed and has no materials regarding the design or preparation of the products it distributed in its possession.

RESPONSE TO INTERROGATORY NO. 18:

Anchor is unaware of any investigations, tests, examinations or experiments concerning the asbestos-containing products that it distributed and any effect thereof on humans. Anchor states that there has never been any competent scientific or medical evidence or reason to believe that the asbestos-containing products it distributed, upon reasonable use, release asbestos fibers in sufficient quantities, if any, to pose a health hazard, potential or otherwise, to persons using such products.

RESPONSE TO INTERROGATORY NO. 18.1:

Anchor objects to this Interrogatory on the basis that it seeks information which is not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of the foregoing objection, with respect to asbestos containing products sold by Anchor, see Response to Interrogatory No. 18, incorporated herein by reference. Anchor objects further to the portion of this Interrogatory which seeks information relative to non-asbestos containing products, since Plaintiffs do not claim injury from use of such products.

RESPONSE TO INTERROGATORY NO. 19:

Upon information and belief, no. See response to Interrogatory No. 18, incorporated herein by reference.

RESPONSE TO INTERROGATORY NO. 20:

Not applicable. See response to Interrogatory No. 18, incorporated herein by reference.

RESPONSE TO INTERROGATORY NO. 21:

Anchor states that it is unaware of any investigations, tests, examinations or experiments concerning the asbestos-containing products that it distributed and any effect thereof on humans.

RESPONSE TO INTERROGATORY NO. 22:

Anchor has had the following study conducted for it by industrial hygienists:

"Occupational Exposure Of Asbestos During Gasket Handling And Processing", Herman L. Kitt and Michael D. Mount of McCrone Environmental Services, dated October 12, 1988.

Additionally, The Anchor Packing Company relies on the following studies:

"The Actual Occupational Exposure To Airborne Asbestos Released By Garlock's Spiral Wound, Braided And Encapsulated Gaskets", Carl A. Mangold, C.I.H., December, 1982.

"The Actual Contribution Of Garlock Asbestos Gasket Materials To The Occupational Exposure To Asbestos Workers", Carl A. Mangold, C. I. H., October, 1982.

"Asbestos Fibers In The Ambient Air In The Greater San Francisco Area", Carl A. Mangold, C. I. H., March, 1983.

"Ambient Asbestos Fiber Levels In The Metropolitan Areas Of Norfolk, Portsmouth, Newport News, Virginia", Joseph D. Wendlick, C. I. H., December, 1983.

"The Actual Contribution Of Asbestos Fiber Exposure During Gasket Removal From Pipe Flanges Aboard Ship", Carl A. Mangold, C. I. H., November, 1983.

"The Actual Release Of Asbestos Fibers From New, Used And Flanged Garlock Inc Asbestos Gasket Materials", Carl A. Mangold, C. I. H., September, 1985.

"Occupational Exposures During Processing, Handling, Installation And Removal Of Garlock Asbestos-Containing Gaskets", Martin R. Bennett and Richard L. Hatfield, June, 1985.

"Garlock Inc Gasket Materials -- A Comparison On The Tyndall Phenomena To The Actual Concentration Of Asbestos Fibers In The Breathing Zone Of Workers", Carl A. Mangold, C. I. H., July, 1986.

"The Actual Contribution Of Airborne Asbestos Fibers To The Occupational Exposure Of Bystanders During Selective Processing Of Encapsulated Asbestos Gaskets", Carl A. Mangold, C. I. H., January, 1989 (with eight separate subdivisions titled as follows: Cutting Gaskets

With A Circular Cutter; Gaskets Cutting With Hand Sheers; Gasket Cutting With A Ball Peen Hammer; Scribing Of Gasket Materials; Opening Of Old Flanges And Removal Of Asbestos Gaskets; Flange Face Scraping With Putty Knife; Hand Wire Brushing Of Asbestos Gas Residue From Flanges; Power Wire Brushing Of Flange Faces).

"The Actual Contribution Of Asbestos Fibers From Removal And Installation Of Asbestos Packing From Valves, Carl A. Mangold, C. I. H. and Robert L. Gay, Ph.D., May, 1991.

RESPONSE TO INTERROGATORY NO. 23:

See Response to Interrogatory No. 22.

RESPONSE TO INTERROGATORY NO. 24:

See Response to Interrogatory No. 22. Further, The Anchor Packing Company has conducted no field tests on the use of its products.

RESPONSE TO INTERROGATORY NO. 25:

Anchor objects to this Interrogatory on the basis that it calls for expert opinion which it is not qualified to give. Without waiver of this objection, some Anchor personnel have been aware for a number of years that excessive exposure to asbestos dust may be hazardous to one's health. Anchor is unable to pinpoint when or how such personnel first became aware of the possible health hazards. However, there is no competent scientific evidence nor any reason to believe that Anchor products, through normal use, have caused or contributed to any hazardous condition, potential or otherwise, since they are bonded and/or encapsulated.

RESPONSE TO INTERROGATORY NO. 26:

See response to Interrogatory No. 25.

RESPONSE TO INTERROGATORY NO. 27:

Anchor has not employed, retained or otherwise engaged physicians, industrial hygienists or others to conduct medical research.

RESPONSE TO INTERROGATORY NO. 28:

Anchor Packing has never had a physician in its employ other than those utilized as consultants in asbestos litigation.

RESPONSE TO INTERROGATORY NO. 29:

Not applicable to this Defendant

RESPONSE TO INTERROGATORY NO. 30:

Anchor did not maintain a library.

RESPONSE TO INTERROGATORY NO. 30.1

No.

RESPONSE TO INTERROGATORY NO. 30.2:

No, upon information and belief.

RESPONSE TO INTERROGATORY NO. 31:

Anchor states that there has never been any competent scientific or medical evidence or reason to believe that the asbestos-containing products it distributed, upon reasonable use, released asbestos fibers in sufficient quantities, if any, to pose a health hazard, potential or otherwise, to persons using such products. See Response to Interrogatory No. 22.

RESPONSE TO INTERROGATORY NO. 32:

Not applicable. See Response to Interrogatory No. 22.

RESPONSE TO INTERROGATORY NO. 33:

Anchor was not a manufacturer of asbestos-containing products and, therefore, had no knowledge of threshold limit values or maximum allowable concentrations and could not inform others of information which it did not possess. By way of further answer, this Defendant has come to learn during the course of litigation that the types of products which Anchor supplied

meet standards far below the threshold limit values and maximum allowable concentrations of release of asbestos fiber.

RESPONSE TO INTERROGATORY NO. 33.1:

No.

RESPONSE TO INTERROGATORY NO. 34:

See response to Interrogatory No. 30.

RESPONSE TO INTERROGATORY NO. 35:

Anchor has no record, knowledge or recollection of any participation or financing of any findings or results of any studies and/or tests performed by the Saranac Laboratory concerning the human health consequences of asbestos exposure.

RESPONSE TO INTERROGATORY NO. 36:

See response to Interrogatory No. 35. Additionally, Anchor believes that its awareness of the "Lanza Report" has come during the course of asbestos litigation.

RESPONSE TO INTERROGATORY NO. 36.1:

No.

RESPONSE TO INTERROGATORY NO. 36.2:

No.

RESPONSE TO INTERROGATORY NO. 37:

Until recently, Anchor was a member of the Fluid Sealing Association since 1933, formerly known as the Mechanical Sealing Association, located at 1217 Walnut Street, Philadelphia, Pennsylvania 19103.

RESPONSE TO INTERROGATORY NO. 38:

Anchor has no documentation concerning any corporate attendees to the Fluid Sealing

Association meetings. Further, Anchor does not possess any documents relating to its former membership in that organization.

RESPONSE TO INTERROGATORY NO. 39:

The Anchor Packing Company has no record of subscriptions to any trade periodical.

RESPONSE TO INTERROGATORY NO. 40:

No.

RESPONSE TO INTERROGATORY NO. 41:

Anchor objects to this Interrogatory on the basis that it calls for an expert medical opinion which it is not qualified to render. Not waiving this objection, Anchor has never been made aware of any potential adverse health consequences related to the use of the types of asbestos-containing sealing products which it supplied. Additionally, Anchor never published or distributed any printed material, brochures or pamphlets containing warnings, cautions or directions concerning the possible injury resulting from the use of asbestos-containing products with the exception of the warning labels which it had affixed to its own products. Anchor first began affixing warning labels on all of its asbestos-containing products in approximately March, 1975. Anchor was aware of the requirements of the Occupational Safety and Health Administration which came into effect in 1976 and 1986 regarding warning labels and the exceptions to the uses of those labels. Although Anchor's products are excluded from the requirement for warning labels, nonetheless, Anchor began placing caution labels on the packaging of its products. Various sized warnings were used depending upon the size of the package. These same warnings were printed into and were displayed in Anchor's sales catalogues. Anchor's original warning label stated:

"Important. Asbestos dust hazard. Do not breathe dust. Do not

use air hose for cleaning. Do not use cleaning methods to dispose of dust in sealed container. Do wear mask if unable to avoid dust."

In 1980, the caution label was revised to read as follows:

"Caution. This product contains asbestos fibers. Persons handling this product should avoid breathing dust. Breathing asbestos dust may cause cancer and other serious bodily harm."

RESPONSE TO INTERROGATORY NO. 42:

Anchor objects to this Interrogatory as being overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and because this Interrogatory is not limited to those products to which the Plaintiffs allege exposure. Without waiver of these objections, Anchor states that it did, at times, advertise the products which it sold in various trade publications. In 1977, this Defendant ceased the advertising of asbestos-containing products in all publications, with the exception of the *Thomas Register*, in which it ceased such advertising in 1979. Anchor has no information related to specific advertisements. Further answering, upon information and belief, sales catalogues which would contain certain responsive information are already in the possession of Plaintiffs' counsel. See Exhibit A.

RESPONSE TO INTERROGATORY NO. 43:

Upon information and belief, material responsive to this Interrogatory has already been provided to Plaintiffs' counsel. See Exhibit A to Anchor's Responses to Plaintiffs' Master Interrogatories in the Butler County, Ohio asbestos litigation.

RESPONSE TO INTERROGATORY NO. 44:

Unknown, upon information and belief.

RESPONSE TO INTERROGATORY NO. 45:

Not applicable. Anchor was not a manufacturer of any products.

RESPONSE TO INTERROGATORY NO. 46:

Anchor objects to this Interrogatory as phrased, since it impermissibly assumes that reasonable use of Anchor products presents a health hazard. Without waiver of this objection, Anchor knows of no specific contact of any kind with the referenced plants.

RESPONSE TO INTERROGATORY NO. 47:

Anchor has never had a claim filed against it for workers' compensation due to exposure to asbestos or an asbestos-containing product.

RESPONSE TO INTERROGATORY NO. 47.1:

Anchor did not manufacture any products and this Interrogatory is not applicable to Anchor.

RESPONSE TO INTERROGATORY NO. 47.2:

Upon information and belief, no.

RESPONSE TO INTERROGATORY NO. 47.3:

Anchor did not manufacture any products and this Interrogatory is not applicable to Anchor.

RESPONSE TO INTERROGATORY NO. 47.4:

Anchor objects to this Interrogatory. Anchor states that there has never been any competent medical or scientific evidence or reason to believe that the asbestos-containing products it distributed, upon reasonable use, released asbestos fibers in sufficient quantities, if any, to pose a health hazard, potential or otherwise, to persons using such products. Without waiver of this objection, Anchor states that it began placing warnings on its packaging in 1975

concerning the possible health effects of asbestos-containing product use. Anchor does not possess any records or information which enable it to respond to subparts (c) and (d) to this Interrogatory and, since it has discontinued its business operations, has no employees with whom to consult concerning these matters.

RESPONSE TO INTERROGATORY NO. 48:

No.

RESPONSE TO INTERROGATORY NO. 48.1:

Anchor ceased its business operations in October, 1993. Sales records were kept for a period of up to seven years. Older records, to the extent any exist, are maintained in Rochester, New York in cardboard boxes. Anchor did not maintain separate compilations of sales records of asbestos containing products to specific states or subdivisions.

RESPONSE TO INTERROGATORY NO. 48.2:

In response to this Interrogatory, Anchor incorporates its response to Interrogatory No. 48.1 hereinabove. Further answering, Anchor states that it has not maintained or preserved every document it has ever created since it began its business operations in 1908, and thus cannot describe with specificity which documents of any kind may have been routinely destroyed over the years. Anchor had no record retention policy *per se*.

RESPONSE TO INTERROGATORY NO. 48.3:

Anchor objects to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence and seeks materials and/or information which may be privileged as attorney work product. Without waiver of these objections, Anchor does not maintain any index.

RESPONSE TO INTERROGATORY NO. 48.4:

Anchor incorporates its response to Interrogatory No. 48.3 hereinabove.

RESPONSE TO INTERROGATORY NO. 49:

Anchor objects to this Interrogatory on the basis that it seeks information which may be privileged as attorney work product. Without waiver of this objection, Anchor has obtained no such statements.

RESPONSE TO INTERROGATORY NO. 50:

Anchor objects to this Interrogatory as being premature, since discovery is on-going.

RESPONSE TO INTERROGATORY NO. 51:

Anchor objects to this Interrogatory as being premature, as discovery is continuing.

RESPONSE TO INTERROGATORY NO. 52:

Anchor objects to this Interrogatory on the basis that it not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of this objection, Anchor states that there has never been any reason to believe nor any competent scientific or medical evidence that its asbestos-containing products, upon reasonable use, release asbestos fibers in sufficient quantities, if any, to pose a health hazard, potential or otherwise, to persons using such products. Respirators are not required while working with, installing or removing Anchor products.

RESPONSE TO INTERROGATORY NO. 53:

Anchor has not yet determined the identify of its expert witnesses and will supplement this answer in accordance with Court's trial order and/or case management order.

RESPONSE TO INTERROGATORY NO. 54:

Anchor has not yet determined the identity of its trial witnesses.

RESPONSE TO INTERROGATORY NO. 55:

Yes.

RESPONSE TO INTERROGATORY NO. 55.1:

55.1(a) Discovery in this matter is not yet completed and Anchor has not yet determined which facts it will rely upon to establish its affirmative defenses.

55.1(b) Discovery in this matter is continuing and Anchor has not yet determined which documents will be used at trial.

55.1(c) Discover has not yet been completed and Anchor has not yet determined which witnesses it will present at trial.

55.1(d) Discovery is not yet completed and Anchor has not yet determined what subject matters its witnesses will address at trial.

RESPONSE TO INTERROGATORY NO. 56:

Product liability coverage for The Anchor Packing Company has been available under various policies of insurance subject to different interpretations by the insurers and Anchor.

RESPONSE TO INTERROGATORY NO. 56.1:

Anchor is not presently involved in any such litigation concerning potential insurance coverage.

RESPONSE TO INTERROGATORY NO. 57:

Presently, Anchor is without sufficient knowledge which would enable it to respond to this Interrogatory. This response will be supplemented as discovery progresses.

RESPONSE TO INTERROGATORY NO. 58:

Anchor discontinued its business operations as of October, 1993.

As to all objections.


Matthew C. O'Connell (0029043)

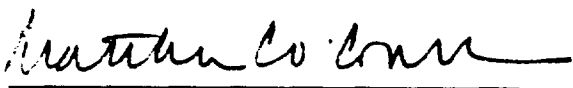
REMININGER & REMINGER CO., L.P.A.


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(216) 687-1311

Attorney for Defendant
Garlock Inc

CERTIFICATE OF SERVICE

The original Responses and Objections of Defendant, The Anchor Packing Company, to Plaintiffs' Master Set of Interrogatories has been sent this 5th day of January, 1998 to Attorneys for Plaintiffs, Steven D. Wolens and Ladd Gibke, BARON & BUDD, P.C., 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas 75219. A true and accurate copy has been sent to Attorney for Plaintiffs Bruce Carter, BARON & BUDD, P.C., 43-B New Garver Road, Monroe, Ohio 45050 and to all defense counsel of record.


MATTHEW C. O'CONNELL (0029043)