IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

JAMES V. REDD and CAROL H. REDD, his wife,

Plaintiffs,

vs.

AC&S, Inc., et al.,

Defendants.
_____/

CASE NO. 91-39731 CA 42



DEFENDANT AC&S, INC.'S RESPONSE TO
PLAINTIFFS' REQUEST FOR ADMISSIONS [FIRST SET]
TO DEFENDANT AC&S, INC.

1. During the period of time between 1963 and 1966, while Defendant AC&S (sic), INC. f/k/a ARMSTRONG CONTRACTING AND SUPPLY CORP., was engaged in the contracting and supply of asbestos-containing thermal insulation materials, Armstrong Contracting & Supply Corp. placed no warnings on the containers or cartons indicating that asbestos-containing materials might be a health hazard.

A. ACandS objects to this request on the grounds that it is overbroad in that it is not limited to the site or products at issue in this case. Further, ACandS objects to this request on the grounds that the phrase "engaged in the contracting and supply of asbestos-containing thermal insulation materials" is vague and misleading; and the phrase "might be a health hazard" is vague, ambiguous and argumentative. ACandS admits that it brought to the jobsite and/or had shipped directly from the manufacturer or supplier, those

products specified by the U.S. Government for installation in the Charleston, South Carolina VA Hospital, as did each and every contractor who installed materials in the construction of the hospital. Further, ACandS was not a miner or manufacturer of asbestos-containing products and reasonably relied on the manufacturers of those products to warn end-users, such as ACandS, of any alleged hazards. Accordingly, in the time-period 1963 through 1966 ACandS did not place warnings on or in any asbestos-containing product it utilized, however, if warnings were placed on the cartons or asbestos-containing products by the manufacturerers of those products, they would have accompanied those products to the worksite.

2. During the period of time between 1963 and 1966, while Defendant AC&S, INC. f/k/a ARMSTRONG CONTRACTING AND SUPPLY CORP., was engaged in the contracting and supply of asbestos-containing thermal insulation materials, Armstrong Contracting & Supply Corp. placed no warnings on the containers or cartons indicating that asbestos-containing materials might cause cancer.

A. ACandS incorporates herein its response to Request No. 1.

3. During the period of time between 1963 and 1966, while Defendant AC&S, INC. f/k/a ARMSTRONG CONTRACTING AND SUPPLY CORP., was engaged in the contracting and supply of asbestos-containing thermal insulation materials, Armstrong Contracting & Supply Corp. placed no warnings on the containers or cartons indicating that asbestos-containing materials might cause mesothelioma.

A. ACandS incorporates herein its response to Request No. 1.

4. During the period of time between 1963 and 1966, while Defendant AC&S, INC. f/k/a ARMSTRONG CONTRACTING AND SUPPLY CORP., was engaged in the contracting and supply of asbestos-containing thermal insulation materials, Armstrong Contracting & Supply Corp. placed no warnings on the products indicating that asbestos-containing materials might be a health hazard.

A. ACandS incorporates herein its response to Request No. 1.

5. During the period of time between 1963 and 1966, while Defendant AC&S, INC. f/k/a ARMSTRONG CONTRACTING AND SUPPLY CORP., was engaged in the contracting and supply of asbestos-containing thermal insulation materials, Armstrong Contracting & Supply Corp. placed no warnings on the products indicating that asbestos-containing materials might cause cancer.

A. ACandS incorporates herein its response to Request No. 1.

6. During the period of time between 1963 and 1966, while Defendant AC&S, INC. f/k/a ARMSTRONG CONTRACTING AND SUPPLY CORP., was engaged in the contracting and supply of asbestos-containing thermal insulation materials, Armstrong Contracting & Supply Corp. placed no warnings on the products indicating that asbestos-containing materials might cause mesothelioma.

A. ACandS incorporates herein its response to Request No. 1.

I HEREBY CERTIFY that a copy of the foregoing has been served upon counsel for Plaintiffs, David Lipman, and all other counsel listed on the attached, this 7th day of January, 1993.

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