

See Preliminary Statement and General Objections, which are incorporated herein as if fully rewritten. Further objecting, the interrogatory is overly broad given the parameters and subject matter of this case. Further objecting, the information sought is neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence as it relates to Dana. Subject to and without waiving objections, Dana does not know the types of packages or packaging which Smith & Kanzler Company or any of its subsidiary or predecessor companies used for asbestos material or products.

INTERROGATORY NO. 32:

Has Defendant or any of its subsidiary or predecessor companies at any time entered into a "rebranding" agreement with any other company, either as buyer or seller, concerning asbestos materials or asbestos products? If so, state, as to each such agreement:

- (a) The name of the company manufacturing the asbestos products.
- (b) The trade name affixed to those products.
- (c) The periods of time covered by each such agreement.
- (d) The volume, in dollar amount, of each transaction.
- (e) The initial purchaser of the products.

ANSWER:

See Preliminary Statement and General Objections, which are incorporated herein as if fully rewritten. Further objecting, the interrogatory is overly broad given the parameters and subject matter of this case. Further objecting, the information sought is neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence as it relates to Dana. Further objecting, the term "rebranding" is vague, ambiguous and argumentative. Subject to and without waiving objections, Dana does not know whether Smith & Kanzler Company or any of its subsidiary or predecessor companies at any time entered into a "rebranding" agreement with any other company, either as buyer or seller, concerning asbestos materials or asbestos products.

INTERROGATORY NO. 33:

List the name and address of each company from which Defendant or its subsidiary or predecessor purchased materials or asbestos products which Defendant sold or distributed in any