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July 18, 2000

Mr. Ben K. DuBose
Baron & Budd P.C.
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219

Via Certified Mail/RRR

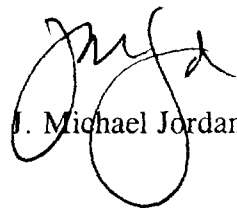
Re: Cause No. CC-99-08033-B; *Malcom Lee Murphy, Jr. and Annette Harbert Murphy vs. Owens Corning (a/k/a Owens Corning Corporation), et al.*; In the County Court at Law No. Two, Dallas County, Texas

Dear Mr. DuBose:

Enclosed you will find Defendant Imo Industries Inc.'s Response to Plaintiffs' Master Interrogatories and Requests for Production Propounded to Defendants. Also enclosed are responsive documents marked TX0001 through TX0412, as sought in your request for production.

Very truly yours,

GARDERE WYNNE SEWELL & RIGGS, L.L.P.


J. Michael Jordan

JMJ:pak

Enclosures

485836.3/118313-17

MALCOM LEE MURPHY, JR.
and ANNETTE HARBERT MURPHY

V.

OWENS CORNING (a/k/a OWENS
CORNING CORPORATION), COLFAX
CORPORATION (individually and as
successor-in-interest to DELAVAL
TURBINE, INC.), IMO INDUSTRIES
INC. (individually and as successor-in-
interest to DE LAVAL TURBINE, INC.),
et al.

§ IN THE COUNTY COURT
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§ AT LAW NUMBER TWO (2)
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§ DALLAS COUNTY, TEXAS

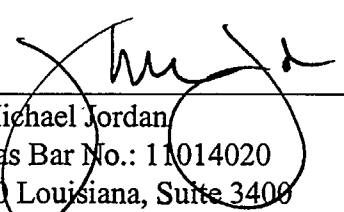
**DEFENDANT IMO INDUSTRIES INC.'S
RESPONSE TO PLAINTIFFS' MASTER INTERROGATORIES
AND REQUESTS FOR PRODUCTION PROPOUNDED TO DEFENDANTS**

TO: Plaintiffs Malcom Lee Murphy, Jr. and Annette Harbert Murphy by and through their attorney of record, Ben K. Dubose, Baron & Budd, P.C., 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas 75219

Defendant Imo Industries Inc. (individually and as successor-in-interest to DELAVAL TURBINE, INC.) ("Imo") file this its response to Plaintiffs' Master Interrogatories and Request for Production Propounded to Defendants.

Respectfully submitted,

GARDERE WYNNE SEWELL & RIGGS, L.L.P.



J. Michael Jordan
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ATTORNEYS FOR DEFENDANT,
IMO INDUSTRIES INC. (individually and as
successor-in-interest to DELAVAL TURBINE, INC.)

**RESPONSES OF DEFENDANT,
IMO INDUSTRIES INC., TO PLAINTIFFS' MASTER INTERROGATORIES
AND DOCUMENT PRODUCTION REQUESTS PROPOUNDED TO DEFENDANTS**

Defendant, Imo Industries Inc. ("Imo"), by its attorneys, hereby responds, in accordance with the Texas Rules of Civil Procedure, to the Master Interrogatories and Interrogatories propounded by plaintiffs. Imo has produced, for inspection and copying by plaintiffs, the documents requested by plaintiffs, and thus, Imo is not responding to plaintiffs' request for production. Imo avers as follows:

General Objections

The following are general objections which are applicable to each of the Interrogatories, and these general objections are incorporated by reference into each of the responses by Imo to the specific Interrogatories.

1. Imo objects to these Interrogatories to the extent they seek, in the definition of "defendant," "you," "your," "representative," "predecessor" and other terms, to require Imo to respond on behalf of any other person or entity, or to identify, locate or interview former employees, or any person not presently employed by Imo, or to the extent they seek to elicit information other than that which would be obtained through a reasonable diligence search of Imo's business records maintained in the ordinary course of business, to the extent such business records of Imo still exist.

2. Imo objects to these Interrogatories as being unduly burdensome, oppressive, overly broad and vague, and not reasonably calculated to lead to the discovery of admissible evidence.

3. Imo objects to these Interrogatories to the extent they incorrectly assume the truth of facts not proven or facts not in evidence.

4. Imo objects to these Interrogatories to the extent they seek information or documents that have been prepared or procured in the anticipation of litigation, or constitute information or

documents protected by the attorney-client privilege, the work product doctrine, or which are otherwise protected from disclosure. Imo further objects to these Interrogatories to the extent they seek information which Imo treats as confidential, trade secret or proprietary.

5. Imo objects to the Instructions and Definitions contained in these Interrogatories, including without limitation, the inclusion of "attorneys" within the definition of "defendant," "you," "your," and "representative," to the extent such Instructions and Definitions seek information which is privileged or represents attorney's work product, and goes beyond the permissible scope of discovery under the Texas Rules of Civil Procedure.

6. Imo objects to these Interrogatories on the grounds they assume, as facts, matters which have not been established and which are not factual.

7. Imo reserves the right to amend, correct, supplement or clarify any of these responses, and Imo also reserves the right to object to the use of these responses in the discovery or trial of this action or any other action.

Responses to Interrogatories

INTERROGATORY NO. 1:

State the name, address, job title, length of time employed by Defendant, and a year-by-year list of all other positions, titles, or jobs held when working for Defendant of each person who has supplied any information used in answering these interrogatories.

ANSWER:

The information contained in these interrogatories has been derived over a period of years, in the course of business and in connection with litigation, and thus it is not possible to determine precisely who may have contributed information to these answers. Various business records of Imo, to the extent those records still exist, were referred to in obtaining information utilized in responding to these interrogatories. In addition, former employees of Imo, including but not limited to William Rogers and Gordon McDonough, as well as outside counsel for Imo, assisted in supplying information used in responding to these interrogatories.

INTERROGATORY NO. 2:

State whether or not you are a corporation. If so, state your correct corporate name, the state of your incorporation, the address of your principal place of business, the name and address of the person or entity authorized to accept service of process on your behalf, and whether or not you have ever held a Certificate of Authority to do business in the State of Texas.

ANSWER

Imo Industries Inc. Imo is a Delaware corporation with its headquarters located at 997 Lenox Drive, Suite 111, Lawrenceville, New Jersey 08648-0550. Imo's prior corporate names were as follows:

Imo Delaval Inc.
Transamerica DeLaval Inc.
Delaval Turbine Inc.
Delaval Steam Turbine Company

Imo was incorporated in Delaware and has its principal place of business in New Jersey. Imo has held a Certificate of Authority to do business in the State of Texas.

INTERROGATORY NO. 3:

Has Defendant or any of its predecessor or subsidiary companies at any time engaged in the mining and subsequent sale of material containing asbestos fibers? If so, identify the location of the mine(s), the years of its operation, the type of asbestos mined and whether you sold any asbestos to any Defendants in the Dallas County asbestos litigation

ANSWER:

No.

INTERROGATORY NO. 4:

Identify by name each product containing asbestos fibers that Defendant or any of its predecessor or subsidiary companies at any time manufactured or sold.

ANSWER:

Imo objects to this Interrogatory as overly broad and unduly burdensome and seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving the above objections, Imo states that it is not now, nor has it ever been a miner, miller, manufacturer, labeler, labeler, rebrander, seller, supplier, distributor, licensee or

licensor of asbestos. Imo has been a manufacturer of precision equipment such as turbines, gears, compressors, pumps, and a variety of other products. From time to time, as provided in the purchase specifications, Imo provided insulation for its equipment, and that insulation was a finished product purchased from others. In some cases for the particular equipment, that insulation contained asbestos, until such time as the use of asbestos ceased.

Imo has a number of subsidiaries, operating divisions and affiliates, who collectively manufacture many different products, and Imo objects to this Interrogatory as overly broad, burdensome and irrelevant to the extent that it pertains to subsidiaries, operating divisions, and affiliates which are not involved in the instant litigation. Accordingly, and without waiving the above objections, Imo responds solely as to its former Turbine Division and Condenser Division, which have been sold and/or closed. Imo also currently has a Pump Division based in Monroe, North Carolina, which manufactures a number of different types of pumps. The records system of Imo Pump Division is based upon the serial number for each product, rather than the customer name, and therefore for the period prior to 1984 the records of the Pump Division do not permit a search by customer name. For this reason, these answers do not include the Pump Division, or the information that may be contained in its available records. Notwithstanding this limitation, in some instances Imo Pump Division records have turned up over time in business records relating to other products and divisions of Imo, and those records have been used as source material for these answers.

The Turbine Division and Condenser Division at one time manufactured precision equipment, such as turbine powered propulsion units, turbine powered generators, boiler feed pumps and other turbine powered pumps, gears, compressors and condensers. These were not asbestos products, but rather in some instances on some of its equipment, Imo used finished, purchased components in particular parts of the Imo equipment, such as asbestos sheet gaskets, spiral wound gaskets, asbestos rope packing and other types of gaskets and packing which had been manufactured and furnished to Imo by others. These purchased components generally were required by the purchase specifications. In most instances any external insulation was installed on the turbine casing by persons or entities other than Imo.

The gaskets and packing that were components of the turbines and condensers were internal and encapsulated. The weight and volume of these components is unknown to Imo.

INTERROGATORY NO. 5:

Identify by name each product containing asbestos fibers that Defendant or any of its predecessor or subsidiary companies at any time marketed or sold.

ANSWER:

Imo objects to Interrogatory No. 5 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome and harassing to Imo. Imo manufactured equipment, not asbestos fiber products. Subject to and without waiving the foregoing objections, see response to Interrogatory Number 4.

INTERROGATORY NO. 6:

If the answer to one or more of the last three interrogatories is in the affirmative or lists any products, state as to each named product the following:

- A. As to each product, state whether such product was mined, manufactured, marketed, and/or sold.
- B. The names of the companies mining, manufacturing, marketing, and/or selling each product mined, manufactured, marketed, and/or sold.
- C. The trade or brand name of each of those products mined, manufactured, marketed and/or sold.
- D. The date each of the named products was placed on the market.
- E. A description of the physical (chemical) composition of each of the named products, including the type of asbestos contained in the product and the percentage of asbestos put in each product.
- F. The date each of the products was removed from the market and no longer sold or distributed and the reason or reasons therefor.
- G. The date asbestos was removed from such products, if ever, and the reasons therefor.
- H. A description of the physical appearance of each of the named products.
- I. A detailed description of the intended uses of the named products.
- J. Identify the last year that you sold each asbestos-containing product.

ANSWER:

(A) through (F). The equipment identified in response to Interrogatory No. 4, above, was manufactured by Imo and generally was sold through various sales offices of Imo. Imo did not manufacture asbestos-containing (or non-asbestos-containing) component parts, such as gaskets or packing, and thus has no specific information regarding the inclusive dates the components were on the market, the types of asbestos that might have been in them, or the physical composition of those components. Those components were purchased as finished products from others. Turbines and

turbine-driven equipment were manufactured by the Delaval Turbine Division of Imo, located in Trenton, New Jersey. Pumps were manufactured until at least the 1970s at the Delaval Turbine Division of Imo. Subsequently, that equipment was manufactured at the Imo Pump Division facility in Monroe, North Carolina. That equipment was not, on information and belief, labeled or branded with any fictitious names. Imo manufactured turbines and turbine-driven equipment generally from the at least the 1930s until the mid-1990s, when the Delaval Turbine Division was sold by Imo. Imo still manufactures pumps as of the date of these answers to interrogatories.

(G) through (J) As an equipment manufacturer, Imo considered utilizing an alternate external insulation product in October of 1972, when it first learned of the possible existence of OSHA regulations concerning the substitution of non-asbestos materials for asbestos-containing products in certain applications. Following the discovery of these possible OSHA regulations, the Manager of Engineering Standards for the Delaval Turbine Division, Mr. H.B. Gayley, wrote to one of the Turbine Division's primary suppliers of asbestos-containing products, Johns-Manville, for information regarding the safety of asbestos-containing materials previously sold by Johns-Manville to Imo for use in its turbine equipment.

In response to this inquiry, Johns-Manville's Manager of Accident Prevention and Industrial Health, W.B. Reitze, wrote to Mr. Gayley and informed him that "indiscriminate substitution of asbestos-free materials" was "unsound, both from a health standpoint and from a performance point of view". In addition, Reitze assured Mr. Gayley that "asbestos containing products can be used safely", and that with only slight alterations in work practices, such as dust control measures and general improvements in housekeeping, safety would be ensured in the continued use of asbestos-containing products.

Imo reasonably relied upon the assurances received from Johns-Manville's Manager of Accident Prevention and Industrial Health, and took no further action at that time with respect to substitution of non asbestos-containing products for asbestos-containing ones. In 1974, for safety reasons, Imo independently substituted fiberglass insulation product for the asbestos-containing insulation product previously utilized on certain Delaval equipment units.

Prior to 1972, Imo had no information demonstrating that asbestos-components were capable of causing asbestos-related disease, and Imo relied on the information provided by Johns-Manville.

INTERROGATORY NO. 7:

Do any documents, including but not limited to written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character, relating to the design, preparation, or introduction into the market of the products listed in Interrogatory No. 6 still exist? If so, state:

- A. A description of each such document.
- B. The name, address, and job title of each person who currently has possession of each document, and where the documents are currently located.

ANSWER:

Imo objects to this Interrogatory to the extent it seeks the identification of all memoranda, specifications, recommendations, blueprints or other written materials of any kind and character, relating to the design and manufacture of precision equipment, manufactured and sold over a period of many decades, and for numerous different applications, on the grounds that such a discovery request is overly broad, unduly burdensome and harassing to Imo, and requests information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Imo states that it has identified and is producing copies of certain design drawings and other documents of a general nature, that are or may be responsive to this request.

INTERROGATORY NO. 8:

Before distributing, selling, or placing the products listed in your responses to Interrogatory Nos. 3-6 into the streams of commerce, were any tests conducted to determine potential health hazards involved in the use of, or exposure to, the materials such as asbestos, contained in those products? If the answer is affirmative, state:

- A. The names of the products tested and the date of each test.
- B. The name, address, and job title of each person conducting the tests or involved with conducting the tests.
- C. The results of the tests.

ANSWER:

Imo objects to this interrogatory on the grounds that it is vague, ambiguous, overly broad, unduly burdensome and harassing. Imo further objects to this interrogatory to the extent it suggests that Imo, an equipment manufacturer, was a miner, miller, manufacturer or seller of asbestos.

Subject to and without waiving the foregoing objections, Imo states that it did not conduct any tests of the potential health hazards, if any, involved in the use of or exposure to asbestos material.

INTERROGATORY NO. 9:

Do any documents, including but not limited to written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character, relating to the testing of the products referred to in Interrogatory No. 6 now exist? If so, state:

- A. A description of each such document.
- B. The name, address, and job title of each person who currently has possession of each document, and where it is presently located.

ANSWER:

Imo objects to this interrogatory to the extent it seeks all documents relating to performance testing of equipment supplied by Imo over a period of many decades. Subject to and without waiving the foregoing objection, to the extent this interrogatory inquires about safety testing of equipment manufactured by Imo related to asbestos, no such documents exist.

INTERROGATORY NO. 10:

Did Defendant or any of its predecessor or subsidiary companies make any design changes or modifications as a result of those tests described in responses to Interrogatory No. 8? If the answer is affirmative, state:

- A. The trade names of the products changed.
- B. The nature of the changes made and the date of such changes or modifications.
- C. The name, address, and job title of each person responsible for having caused a change to be made, or having made a change or modification.

ANSWER:

Not applicable. See response to Interrogatory No. 8.

INTERROGATORY NO. 11:

After releasing the products listed in Interrogatory No. 6 to the public, were any tests conducted on them to determine potential health hazards resulting from the use of or exposure to the materials, such as asbestos, contained in those products? If the answer is affirmative, state:

- A. The names of the products tested and the dates of such tests.
- B. The name, address, and job title of each person who conducted those tests.
- C. The results of those tests.
- D. Whether, as a result of the tests, any products were removed from the market.
- E. The names of all products removed from the market as a result of these tests.

ANSWER:

Imo objects to this interrogatory as being vague and ambiguous, to the extent it inquires about "use of or exposure to the materials, such as asbestos". Imo further objects to this interrogatory as being overly broad, unduly burdensome and oppressive. Subject to and without waiving the foregoing objections, Imo states that it did not perform tests on its equipment to determine whether any potential health issues might be presented from using finished, asbestos-containing components supplied to Imo by others in or on that equipment.

INTERROGATORY NO. 12:

Do any documents, including written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character, relating to the potential health hazards of the products listed in Interrogatory No. 6 now exist? If so, state:

- A. The name of each product.
- B. A description of each document and how it relates to each product.
- C. The name, address, and job title of each person who currently has possession of each document, and where it is presently located.

ANSWER:

Imo objects to this interrogatory to the extent it seeks information concerning alleged safety issues presented by the use of equipment supplied by Imo, other than as may be related to alleged exposure to asbestos. Subject to and without waiving the foregoing objections, Imo states that it is

not aware of the existence of any documents relating to potential health issues that might be presented from using finished, asbestos-containing components supplied by others in or on equipment manufactured by Imo.

INTERROGATORY NO. 13:

Did Defendant or any of its subsidiary companies make any design changes as a result of the tests discussed in your response to Interrogatories No. 8 or 11? If the answer is affirmative, state:

- A. The names of the products changed or modified.
- B. The name, address, and job title of each person responsible for having made a change or modification.
- C. The nature of the hazard or defect which resulted in such change or modification.

ANSWER:

Not applicable. See responses to Interrogatories No. 8 and 11.

INTERROGATORY NO. 14:

Has Defendant or any of its predecessor or subsidiary companies at any time published or distributed any printed material, including brochures, pamphlets, catalogs, packaging or other written material or any kind or character containing any warnings concerning the possibility of injury resulting from the use of the asbestos-containing products listed in Interrogatory No. 6? If so, state:

- A. The names of each relevant product.
- B. The exact wording of each warning statement on each printed material.
- C. A description of the printed material other than the warning statement.
- D. The method used to distribute the warning to persons likely to use the product.
- E. The date each warning was first issued, distributed, or placed on packaging.
- F. The name, address, and job title of each person responsible for having drafted or issued the warning.
- G. The current location of any such printed material and the custodian thereof.

- H. The form in which such literature or printed material can be accessed, i.e., the manner in which such literature is indexed or stored.

ANSWER:

Imo objects to this interrogatory to the extent it seeks information or documents concerning alleged safety issues presented by the use of equipment supplied by Imo, other than as may be related to alleged exposure to asbestos. Imo further objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad and oppressive. Subject to and without waiving the foregoing objections, Imo states that it has not identified any documents containing warnings relating to the possibility of injury from alleged exposure to asbestos due to the use of equipment supplied by Imo.

INTERROGATORY NO. 15:

Before 1970, had you received notice that any individual or individuals, other than those Plaintiffs who have filed personal injury actions in Dallas County, Texas, is or are claiming or has or have claimed an injury as a result of using asbestos products manufactured and/or sold by your company or any of its predecessors or subsidiaries before 1970? If so, state:

- A. The name and address of each claimant.
- B. The date of notice of each claim.
- C. A description of the claim.
- D. The type of injuries allegedly sustained.
- E. The name and address of each attorney who represents each individual making a claim.
- F. The style and court number of each claim.
- G. The disposition of each claim that has been settled or taken to judgment.

ANSWER:

Imo objects to Interrogatory No. 15 to the extent it asserts that equipment manufactured by Imo was an asbestos product, which assertion is expressly denied by Imo. Subject to and without waiving the foregoing objection, Imo states that it did not receive any notice before 1970 that any individual anywhere had claimed any injury as a result of alleged exposure to asbestos from equipment supplied by Imo.

INTERROGATORY NO. 16:

Were your asbestos products distributed, marketed, packaged, labeled and/or sold by companies other than your own? If the answer is affirmative, list the names and addresses of each of those companies, and the products in question.

ANSWER:

Imo objects to Interrogatory No. 16 to the extent it asserts that equipment manufactured by Imo was an asbestos product, which assertion is expressly denied by Imo. Subject to and without waiving the foregoing objection, Imo states that equipment it manufactured was sold primarily or exclusively through its own sales offices and agents.

INTERROGATORY NO. 17:

Did you or any of your predecessors, successors, or subsidiaries have any distributors or sales representatives of asbestos products in the States of Alabama, Florida, Mississippi, Oregon, Washington, Georgia, Tennessee, Texas and Virginia? If so, state:

- A. The name and address of each such distributor or sales representatives.
- B. The years in which such company or person distributed, marketed, or sold your products.
- C. What products were distributed, marketed, or sold and in what years.

ANSWER:

Imo objects to this Interrogatory as vague and ambiguous in its use of the term "distributors". Subject to and without waiving the foregoing objections, Imo states that at various times it maintained sales offices in Atlanta, Georgia; Seattle (Bellevue), Washington; Orlando, Florida; Dallas, Texas and Houston, Texas.

INTERROGATORY NO. 18:

List each employee (including only physicians and/or hygienists) who has acted in a medical advisory capacity to your company at any time during the past 40 years, including, but not limited to, physicians and industrial hygienists, and the current address, telephone number and job title of each of those individuals and who has, had or may have had any knowledge regarding the hazards of asbestos.

ANSWER:

Imo's Chief Plant Physician from 1973 until 1995, when the Turbine Division was sold by Imo, was Dr. Ruben T. Ong, M.D. The Assistant Plant Physician, Hosanna Lien, M.D., also was associated with the Turbine Division from 1973 until 1995. The previous Chief Plant Physician, Dr. Richard Kondor, was associated with Imo from some time in the 1940's until his retirement in 1973. The current address and other information relating to these individuals is unknown, although it is believed that Dr. Kondor is deceased.

INTERROGATORY NO. 19:

Does Defendant have in its possession any books, pamphlets, memoranda, or written materials of any kind or character that would indicate that asbestos fibers, when inhaled, can be hazardous to the health of human beings? If so, state:

- A. The name of each such publication.
- B. The date of publication and the names of the author and publisher (if any).
- C. The date received by Defendant, if known.
- D. The name, job title, and address of each person who currently has possession of each publication and its present location.

ANSWER:

Imo objects to this interrogatory on the grounds that it is unduly burdensome and seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, no such documents are believed to exist in the possession of Imo.

INTERROGATORY NO. 20:

Has Defendant or any of its subsidiary or predecessor companies at any time been a member of any trade organization or association that published or disseminated any documents or information relating to the hazards of asbestos comprised of other manufacturers, miners, marketers, and/or sellers of asbestos products? If so, state:

- A. The name and address of each such association or organization.
- B. The dates during which Defendant or any of its subsidiaries or predecessors were members.

- C. The names and dates of any publications, minutes, or reports published, written, or disseminated by any of the named associations or organizations.
- D. Whether any of those publications are still in your possession, and if so:
 - 1. A description of the publications, including the date.
 - 2. The current location of such publications.
 - 3. The custodian of such publications.
 - 4. The method or manner in which such publications are maintained.

ANSWER:

Imo objects to this interrogatory to the extent it requests information concerning individual employees' memberships in groups or organizations, which memberships were not paid for by Imo, on the grounds that such information is not reasonably available to Imo and that such a request is unduly burdensome and harassing to Imo. By way of further response, Imo objects to any request that it ascertain the names of industrial or trade organizations to which Imo may at one time have belonged, except to the extent such names and/or addresses are reasonably available in Imo's presently maintained business records. Imo further states that it is an equipment manufacturer, and is not and never has been a member of the asbestos or insulating industries, or whatever trade associations may be associated with those industries.

Subject to and without waiving the foregoing objections, the trade and industrial organizations in which Imo was a member, to the extent ascertainable from Imo's present business records, include the American Iron and Steel Institute (1962-1964); the American Petroleum Institute (1960-1964, 1970, 1972, 1975-1983); the American Society of Safety Engineers (Penn Jersey) (1963, 1977-1991); American Standards Association (1960-1963); and the American Association of Testing Materials (1960, 1963-1964, 1970-1972, 1975, 1982, 1985, 1986 and 1991). Imo does not know whether any of those organizations may, at some point in time, have published information about potential health and safety issues associated with asbestos.

INTERROGATORY NO. 21:

Identify by name and location each plant or manufacturing facility in which the products listed in your answers to Interrogatory Nos. 3-6 were manufactured, assembled, or prepared for sale or marketing, specifying which plants produced each item, the dates each plant is or was in operation, and the time span during which each named item was produced or manufactured.

ANSWER:

Imo objects to this interrogatory as vague and ambiguous. Subject to and without waiving the foregoing objections, Imo states that turbines and turbine-driven equipment were manufactured at the Delaval Turbine Division facility, located in Trenton, New Jersey, from at least the 1930s until 1995, when that division was sold by Imo. Pumps have been manufactured from some time during the 1970s (on information and belief) until the present at the Imo Pump facility located in Monroe, North Carolina. At one time, condensers were manufactured for certain applications at a facility formerly located in Florence, New Jersey.

INTERROGATORY NO. 22:

Have printed sales materials been prepared by Defendant or any of its subsidiary or predecessor companies or their agents for purposes of marketing or advertising products containing asbestos? If so, state:

- A. The name, address, and job title of each person or entity who prepared such materials.
- B. The name, address, and job title of each person who currently has possession of such materials and their present location.
- C. The date the materials were prepared.
- D. The media used to disseminate the sales materials.

ANSWER:

(A) through (D) Over a period of many decades, marketing materials were prepared by Imo for purposes of marketing or advertising for sale equipment manufactured by Imo. As stated above, some of that equipment contained purchased, finished asbestos-containing components supplied to Imo by others. Imo is unable at this time to identify the individuals who may have participated in the preparation of such materials decades ago.

INTERROGATORY NO. 23:

Have any written or printed materials or instructions of any kind or character been prepared by Defendant or any of its subsidiary or predecessor companies or their agents indicating how asbestos products should be used and maintained? If so, state:

- A. The name, address, and job title of each person who prepared such materials or instructions or assisted in their preparation.

- B. The name, address and job title of each person who currently has possession of such materials or instructions and their present location.
- C. The dates of distribution or use and the manner in which such materials or instructions were distributed to purchasers of Defendant's products or those of its subsidiaries or predecessors.
- D. The year each such written material or instruction was prepared and disclosed to potential consumers.

ANSWER:

Imo, as a manufacturer of equipment, does not believe that it prepared any written materials addressing how finished, asbestos-containing components supplied to Imc by others should be used.

INTERROGATORY NO. 24:

Does Defendant have insurance policies that might cover the claims made by Plaintiffs in these cases? If so, list the name of each insurance carrier, the amount of initial coverage, amount of coverage remaining at the present time, and the effective dates of each policy. (If properly answered, this Interrogatory need not be supplemented as to the remaining amount of coverage).

ANSWER:

Imo objects to this interrogatory insofar as it calls for legal conclusions regarding the effect and application of the insurance policies referenced herein. Notwithstanding and without waiver of such objections, Imo states that it presently claims the insurance policies indicated in Exhibit "A" to these Responses provide coverage for bodily injury alleged to have arisen and to have been caused by exposure to defendant's products.

INTERROGATORY NO. 25:

As to the disease asbestosis, state:

- A. The date on which Defendant or its subsidiary or predecessor first learned that such disease was caused by inhalation of asbestos fibers by humans.
- B. How Defendant became aware of the existence of the disease.
- C. Who within the company first discovered, recognized or understood the adverse consequences or effects of the disease and/or of asbestos exposure.

- D. What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects.
- E. Whether any such information is still maintained by Defendant or its subsidiary or predecessor in any written form.
- F. Who is the custodian of such information.
- G. The date on which you first received knowledge or information that asbestosis was caused by inhalation of asbestos fibers.

ANSWER:

(A) through (G) Imo objects to this Interrogatory as misleading in that it improperly suggests that Imo, as an equipment manufacturer, knew or should have known about potential alleged health hazards associated with asbestos exposure at any particular time, or that Imo should have taken some action based upon such alleged knowledge. Imo does not know, nor does it possess records which readily would indicate, when it first became aware of the alleged causal connection between the inhalation of asbestos dust and fibers and various diseases. However, Imo may have become aware of asbestos-related potential health issues generally when possible OSHA regulations were brought to its attention in or about October of 1972. However, Imo was assured by one of its largest asbestos-containing component suppliers, Johns-Manville, that asbestos products could be used safely. See response to Interrogatory No. 6, above.

INTERROGATORY NO. 26:

As to the disease lung cancer, state:

- A. The date on which Defendant or its subsidiary or predecessor first learned that such disease was caused by inhalation of asbestos fibers by humans.
- B. How Defendant or its subsidiary or predecessor became aware of the disease and its relationship to asbestos exposure.
- C. Who within the company or its subsidiary or predecessor first discovered or recognized the adverse consequences or effects of asbestos exposure.
- D. What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects.
- E. Whether any such information is still maintained by Defendants or its subsidiaries or predecessors in a written form.

- F. Who is the custodian of such information.
- G. The date on which you first received knowledge or information that lung cancer was caused by inhalation of asbestos dust and fibers.

ANSWER:

See response to Interrogatory number 25.

INTERROGATORY NO. 27:

As to pleural disease, pleural thickening or pleural plaques, state:

- A. The date on which Defendant or its subsidiary or predecessor learned such disease was caused by inhalation of asbestos fibers in humans.
- B. How Defendant or its subsidiary or predecessor became aware of the disease and that it was caused by exposure to asbestos.
- C. Who within the company or its subsidiary or predecessor first discovered or recognized the adverse consequences or effects of asbestos exposure.
- D. What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects.
- E. Whether any such information is still maintained by Defendant or its subsidiary or predecessor in a written form.
- F. Who is the custodian of such information.

ANSWER:

See response to Interrogatory number 25.

INTERROGATORY NO. 28:

As to the disease mesothelioma, state:

- A. The date on which Defendant or its subsidiary or predecessor first learned such disease was caused by inhalation of asbestos fibers by humans.
- B. The date on which Defendant first suspected that mesothelioma was caused by inhalation of asbestos dust and fibers.

- C. How Defendant or its subsidiary or predecessor became aware of the disease and that it was caused by exposure to asbestos.
- D. Who within the company or its subsidiary or predecessor first discovered or recognized the adverse consequences or effects of asbestos exposure.
- E. What information was disseminated within Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects.
- F. Whether any such information is still maintained by Defendants or its subsidiary or predecessor in a written form.
- G. Who is the custodian of such information.
- H. Whether Defendant agrees that there is no known medical cure for mesothelioma.

ANSWER:

(A) through (G) See response to Interrogatory number 25.

(H) Imo, an equipment manufacturer, does not have any knowledge as to whether there is or is not a medical cure for mesothelioma, and thus it does not agree with the proposition in subpart (H) of this Interrogatory.

INTERROGATORY NO. 29:

As to gastro-intestinal cancer, laryngeal cancer, pharyngeal cancer lymphatic cancer, state:

- A. The type of cancer and the date on which Defendant or its subsidiary or predecessor first learned that such diseases were caused by inhalation of asbestos fibers by humans.
- B. What cancers has the Defendant or its subsidiary or predecessor become aware can be caused by exposure to asbestos fibers?
- C. The date on which Defendant first suspected other cancers were caused by asbestos inhalation.
- D. Who within the company or its subsidiary or predecessor first discovered the adverse consequences or effects of asbestos exposure.
- E. What information was disseminated with Defendant's company or its subsidiary or predecessor regarding such adverse consequences or effects.

- F. Whether any such information is still maintained by Defendant or its subsidiary or predecessor in a written form.
- G. Who is the custodian of such information.

ANSWER:

See response to Interrogatory number 25.

INTERROGATORY NO. 30:

Does Defendant contend that asbestos products can be manufactured or designed so as to eliminate all potential health hazards to persons working with or exposed to them? If the answer is affirmative, explain in detail, and attach any studies or surveys on which this answer is based.

ANSWER:

As an equipment manufacturer, Imo does not possess knowledge or information with which to reach a conclusion, one way or the other, as to whether asbestos products can be manufactured or designed so as to eliminate all potential health hazards to persons working with or exposed to them.

INTERROGATORY NO. 31:

Describe in detail the types of packages or packaging which Defendant or any of its subsidiary or predecessor companies used for asbestos material or products, listing the dates each type of package was used, a physical description of each type of package, and providing a description of any printed material or trademarks that appeared thereon.

ANSWER:

With respect to the main propulsion units, turbines, turbine generators, boiler feed pumps and condensers, these were large pieces of equipment that were not sold, distributed, supplied or otherwise furnished in any packaging or containers as such. Rather, this equipment was generally shipped on a flatbed trailer, with appropriate covering to protect it from the weather. There was no package or container as such, or any markings or printed material on any packaging or containers.

INTERROGATORY NO. 32:

Has Defendant or any of its subsidiary or predecessor companies at any item 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:

No.

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 form, stating the form of the materials, the dates of such purchases, and the ultimate disposal of such materials.

ANSWER:

Imo objects to this Interrogatory as overly broad, unduly burdensome and oppressive, and further objects on the grounds that it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Imo has produced documents in response to these interrogatories and requests for production of documents from which responsive information may be derived.

INTERROGATORY NO. 34:

Does Defendant or any of its subsidiaries or predecessor currently have possession of any writings or contracts on those rebranding agreements set forth in the answer to Interrogatory No. 32? If the answer is affirmative, state:

- A. The name, address, and job title of each person having custody of each of those documents and their current location.
- B. A brief description of each such document, including the dates and the parties signatory.

ANSWER:

See response to Interrogatory No. 32, above.

INTERROGATORY NO. 35:

Prior to 1968, did any person file a claim against a Worker's Compensation carrier covering Defendant or any of its subsidiaries or predecessors alleging that he/she contracted a disease from inhaling asbestos fibers? If so, provide:

- A. A list of the claims, including each claimant's name, address and the date each claim was filed, and including the caption and jurisdiction of the claim.
- B. The disease alleged in each such claim.
- C. A brief summary of the disposition of each such claim.
- D. The name, address and title of the person having custody of the records pertaining to each such claim.

ANSWER:

No.

INTERROGATORY NO. 36:

Did Defendant or any of its subsidiaries or predecessors maintain written minutes of corporate meetings, either board of directors, departmental, or otherwise, which reflect discussions pertaining to any subject matter related to asbestos, asbestos health hazards or asbestos products? If so, for each such set of minutes, state:

- A. The dates of each such meeting.
- B. The general subject matter discussed at each meeting.
- C. Who was in attendance at each meeting.
- D. Where and by whom the written minutes are presently maintained.
- E. By whom the minutes were taken and put into final format.
- F. Whether the minutes were abstracted and reports disseminated to other individuals, and if so, the names and job titles of those individuals.

ANSWER:

(A) through (F): No.

INTERROGATORY NO. 37:

Do you or any of your subsidiaries, including foreign business entities, currently manufacture any products containing asbestos? If so, state:

- A. As to each product, whether such product is mined, manufactured, and/or marketed or sold.
- B. The names and addresses of the companies mining, manufacturing, marketing, and/or selling each of those products.
- C. The trade or brand name of each of those products mined, manufactured, marketed, and/or sold.
- D. The date each of the named products was placed on the market.
- E. A description of the physical (chemical) composition of each of the named products, including the type of asbestos contained in the product.
- F. A description of the physical appearance of each product and its packaging.
- G. A detailed description of the intended uses of each of the named products.
- H. Whether there are any warning labels on said products or containers regarding potential asbestos-related health hazards.

ANSWER:

No.

INTERROGATORY NO. 38:

State whether you or any of your predecessors and/or subsidiaries maintain, from 1940 through the present or for any portion thereof, copies of invoices, shipping documents, bills of lading, purchase orders, or other documents of a similar nature relating to the mining, manufacture, marketing, sale or distribution of asbestos products. If so, state:

- A. The location of such documents.

- B. The name and address of the custodian of the documents.
- C. The format in which the documents are kept, *i.e.*, hard copy , microfilm, microfiche, etc.
- D. In what form the documents can be accessed, *i.e.*, by state, by product, etc., and if by product, whether kept according to asbestos or non-asbestos.

ANSWER:

Imo objects to this Interrogatory as vague, ambiguous, cverly broad, unduly burdensome and oppressive. Imo further objects to this interrogatory as seeking information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Imo states that it is not now, nor has it ever been a miner, miller, manufacturer, marketer or distributor of asbestos material or asbestos products. Imo manufactured precision equipment such as turbines, gears, compressors, pumps, and some of that equipment included purchased, finished components that contained asbestos, that were supplied to Imo by others.

INTERROGATORY NO. 39:

May you call company representatives as witnesses at the time of trial of any of these cases?
If so list:

- A. The name, address, and job title of each company representative who may be called.
- B. A summary of the testimony expected to be given by each such witness.
- C. List any and all previous times that the named witnesses have either given deposition or trial testimony in an asbestos-related case, including the jurisdiction, style of the case, case number, date of testimony, and the name of the attorney taking the deposition for the Plaintiffs in that case.

ANSWER:

Imo has not made any final decisions concerning who it may call as a company representative (if anyone) at trial in this action.

INTERROGATORY NO. 40:

Have Defendant or its subsidiaries or predecessors ever acquired through purchase, reorganization, or merger another corporation, company, or business which manufactured, sold,

processed, distributed, or contracted or supplied products containing asbestos? If so, for each such entity, state:

- A. Full and correct name;
- B. Principal place of business;
- C. State of incorporation;
- D. Date of acquisition by Defendant;
- E. Whether or not the business entity was ever authorized to transact business in the State of Texas.

ANSWER:

See response to Interrogatory Nos. 4, 6, 21, above.

INTERROGATORY NO. 41:

Was each of your asbestos products generally expected to reach, or packaged to reach, the consumer or user, without substantial change in the condition in which it was sold? If not, with respect to any such product, explain in what way the Defendant claims its products were altered or substantially changed after sale or distribution and before reaching the user.

ANSWER:

Imo objects to the suggestion in Interrogatory No. 41 that equipment manufactured by Imo constituted an "asbestos product", which suggestion is expressly denied. Subject to and without waiving the foregoing objection, Imo states that equipment supplied by Imo typically was preassembled (or substantially preassembled) and transported for installation in accordance with the instructions received from the customer.

INTERROGATORY NO. 42:

For each asbestos-containing product identified in response to Interrogatory No. 6, identify all foreseeable users such as insulators, helpers, pipefitters, welders, machinists, plasterers, drywall finishers, carpenters, boilermakers, shipwrights and riggers, etc. of any of Defendant's asbestos-containing products.

ANSWER:

Imo objects to the characterization of equipment supplied by Imo as an "asbestos-containing product", which characterization is misleading and inaccurate. Imo further objects to Interrogatory No. 42 to the extent it calls for a legal conclusion as to who may or may not have been a foreseeable user. Subject to and without waiving the foregoing objections, at this late date Imo is without information with which to reach reliable conclusions concerning who was, and who was not, a foreseeable user of the equipment it manufactured decades ago.

INTERROGATORY NO. 43:

Based upon the material contents of your asbestos-containing products, the method of manufacturing, and the method of application, can such products be generally applied without liberating asbestos fibers into the air?

- A. If there is a different answer concerning different products manufactured, sold, distributed, or used by your company, then specify the different products by precise manufacturer's name and popular name.
- B. If there is a difference in your answer depending on the year or years in which a particular product was used, then specify in detail what year or years you are referring to and the specific products you are referring to and year involved.

ANSWER:

Imo objects to this Interrogatory as vague and ambiguous. Subject to and without waiving the foregoing objections, Imo states that it does not possess information concerning the "material content" of the finished, asbestos-containing components supplied to Imo by others, and thus Imo has no information with which to reach a reliable conclusion as to whether or not such products could be used without releasing asbestos fibers into the air.

INTERROGATORY NO. 44:

Was it a foreseeable use of your asbestos-containing products that they may have been removed, stripped, or replaced at some time after installation?

ANSWER:

Imo objects to the characterization of equipment supplied by Imo as an "asbestos-containing product", which characterization is misleading and inaccurate. Imo further objects to Interrogatory No. 42 to the extent it calls for a legal conclusion as to what may or may not have been a foreseeable use. Imo further objects to this Interrogatory as overly broad, unduly burdensome and as seeking information that is not relevant and not reasonably calculated to lead to the discovery of admissible

evidence. Subject to and without waiving the foregoing objections, Imo states that it was foreseeable that equipment it supplied might be replaced at some future date.

INTERROGATORY NO. 45:

Before 1970, did you or your subsidiaries or predecessor(s) ever arrange for any labor inspectors, insurance company inspectors or anyone from your company to go to job sites where your products were being used or installed to make or take dust level counts? If so, state when this procedure started, the purpose of such procedures, and all results of such procedures.

ANSWER:

No.

INTERROGATORY NO. 46:

If Defendant performed or had performed any dust level counts, what action, based on the results, did your company take?

ANSWER:

Imo objects to this Interrogatory as being vague, ambiguous and overly broad. Subject to and without waiving the foregoing objection, see response to Interrogatory No. 45.

INTERROGATORY NO. 47:

Has your company or its subsidiaries or predecessor(s) ever conducted or caused to be conducted any studies designed to assist in minimizing or eliminating the inhalation of asbestos dust and fibers by those exposed to the use of your company's products? If so, give the following:

- A. Name of the person or firm conducting such studies;
- B. The date the studies began and the date they were completed;
- C. Any publication or other written dissemination of the results of the studies;
- D. The nature of any action to eliminate or minimize the inhalation of asbestos dust fibers;

ANSWER:

Imo objects to this interrogatory as vague and ambiguous. Subject to and without waiving this objection, Imo states that it has not performed or engaged others to perform studies designed to

minimize or eliminate the release of asbestos dust or fibers from the purchased, finished asbestos-containing components supplied to Imo by others.

INTERROGATORY NO. 48:

Does your company have, has it ever had, or have your predecessor(s) or subsidiaries ever had, a Research Department? If so, give the year such Research Department was established, and whether or not such Research Department has operated continuously since being established. State also:

- A. The amount of time and money expended each year on research concerning asbestos or asbestos-containing products?
- B. What percentage of gross sales did your company or its predecessor(s) spend on research concerning the health effects of asbestos?
- C. State in detail the purposes, duties, and responsibilities of such Research Department.

ANSWER:

Imo objects to this interrogatory to the extent it seeks information concerning protected trademark information. Imo further objects to this interrogatory as vague, ambiguous, overly broad, unduly burdensome and oppressive. Subject to and without waiving the foregoing objections, Imo states that it has maintained a research department since at least the 1960s (and one would expect before that) staffed with mechanical engineers, whose function was to research and develop precision equipment for numerous applications. As an equipment manufacturer, Imo would not reasonably have been expected to, nor did it, spend time researching asbestos material or the finished, asbestos-containing component parts that were manufactured by others and sold to Imo.

INTERROGATORY NO. 49:

Does your company have, or has it ever had, or have your predecessor(s) or subsidiaries ever had, a Medical Department? If so, state:

- A. The year such Medical Department was established;
- B. Whether or not such Medical Department has operated continuously since being established;
- C. The name of each director, chief, or head of your Medical Department year by year, beginning with the first year you had a Medical Director or Medical Department, and the last known address and phone number of each;

D. State the duties and responsibilities of such Medical Department.

ANSWER:

Imo has not been able to determine conclusively whether a Medical Department existed as such within Imo in years past, but no such department exists today. The Chief Plant Physician from 1973 until 1995, when the Turbine Division was sold by Imo, was Dr. Ruben T. Ong, M.D. The Assistant Plant Physician, Hosanna Lien, M.D., also was associated with the Turbine Division from 1973 until 1995. The previous Chief Plant Physician, Dr. Richard Kondor, was associated with Imo from some time in the 1940's until his retirement in 1973. The current address and other information relating to these individuals is unknown, although it is believed that Dr. Kondor is deceased.

INTERROGATORY NO. 50:

Did your company or its predecessor(s) or subsidiaries ever place any warning directly on any of its asbestos-containing product or on their packaging. If so, identify the product(s) and year said warning was first applied.

ANSWER:

Imo objects to this Interrogatory to the extent it misleadingly characterizes equipment supplied by Imo as an "asbestos containing product". Imo further objects to this interrogatory to the extent it improperly assumes that a warning was necessary or appropriate for placement on units of equipment supplied by Imo, or assumes that as an equipment manufacturer, Imo would have had reason to know or believe that the use of finished, asbestos-containing components supplied by others might require a warning. Indeed, in 1972 Imo specifically asked one of its component part manufacturers, Johns-Manville, whether it was advisable to substitute non-asbestos containing parts for the asbestos-containing parts then furnished to Imo by Johns-Manville, and Johns-Manville indicated that it was unwise and unnecessary to do so. By way of further response, see response to Interrogatory No. 51.

INTERROGATORY NO. 51:

Did your company or its predecessors(s) or subsidiaries ever stamp or place the name of its company, its initials, or any identifying logo on any of its asbestos-containing products? If so, please state the name brand names of such products, a description of such stamp or logo and the dates such were placed on the referred products.

ANSWER:

Imo objects to this Interrogatory to the extent it misleadingly characterizes equipment supplied by Imo as an "asbestos containing product". Subject to and without waiving the foregoing objections, Imo states that with respect to the main propulsion units, turbines, turbine generators,

boiler feed pumps and condensers, these were large pieces of equipment that were not sold, distributed, supplied or otherwise furnished in any packaging or containers as such. Rather, this equipment was generally shipped on a flatbed trailer, with appropriate covering to protect it from the weather. There was no package or container as such, or any markings or printed material on any packaging or containers.

INTERROGATORY NO. 52:

Has your company, or your predecessor(s) or subsidiaries, ever devised a research plan to develop, or actual developed or had developed, a product which did not contain asbestos and which could be substituted for one or more of your asbestos-containing products? If so, state the date that such research plan was begun and when such asbestos-free product was first placed on the market.

ANSWER:

Imo objects to this Interrogatory to the extent it misleadingly characterizes equipment supplied by Imo as an "asbestos containing product". Imo further objects to this interrogatory as vague, overbroad and misleading. Without waiving those objections, Imo states that it did ultimately switch to a non-asbestos insulation product in or about 1974-75.

INTERROGATORY NO. 53:

Did your company or its predecessor(s) or subsidiaries ever recall any products containing asbestos from the market or stream of commerce? If so, state:

- A. All details of such recall;
- B. The name of the product recalled, including the reason for the recall and the names and current addresses of those individuals who determined that it should take place;
- C. The dates of recall;
- D. The purpose for the recall.

ANSWER:

Imo objects to this Interrogatory to the extent it suggests that a recall of equipment supplied by Imo was necessary or appropriate, which suggestion is expressly denied. Subject to and without waiving the foregoing objections, Imo states that it has not recalled equipment supplied by it to customers based on the inclusion of finished, asbestos-containing component parts such as gaskets or packing, nor would it be necessary or appropriate to have done so.

INTERROGATORY NO. 54:

Before 1970, did you ever manufacture or sell products which did not contain asbestos and which could be substituted for your asbestos-containing products? If so, state the date such asbestos-free products were first placed on the market.

ANSWER:

Imo objects to this Interrogatory as vague, ambiguous and misleading in suggesting that Imo may have manufactured products containing asbestos. Subject to and without waiving the foregoing objections, Imo states that the finished, asbestos-containing components such as gaskets and packing, supplied to Imo by others, ultimately were replaced with non-asbestos substitute products developed and supplied by others.

INTERROGATORY NO. 55:

Have any products you identified in your response to Interrogatory Nos. 52 and 54 not performed as intended? Please list all such products that have not performed as intended.

ANSWER:

Imo objects to this Interrogatory as vague, ambiguous, overly broad and unduly burdensome. Subject to and without waiving the foregoing objections, Imo is not currently aware of instances in which equipment supplied by Imo failed to function as intended.

INTERROGATORY NO. 56:

Did your company or its predecessor(s) or subsidiaries ever make, order, or arrange for any industrial hygiene surveys regarding asbestos or asbestos-containing dust? If so, give the date of such surveys and state who, or what entity, was responsible for completion of such surveys.

ANSWER:

See response to Interrogatory Nos. 45, 46 and 47, above.

INTERROGATORY NO. 57:

As to either the threshold limit values or maximum allowable concentrations of both asbestos dust and total dust provided by the American Conference of Governmental Industrial Hygienists, state:

- A. The year in which Defendant or any predecessor(s) or subsidiaries were first advised of such limits or concentrations;

- B. The name of the employee or official of the company receiving such advice;
- C. How Defendant received notice of such limits or concentrations.

ANSWER:

(A) through (C). Imo objects to this Interrogatory to the extent it suggests that an equipment manufacturer necessarily would have known what the threshold limit values or maximum allowable concentrations of asbestos dust might have been at particular points in time. Subject to and without waiving the foregoing objections, Imo states that it is without knowledge or information as to when or whether it may have learned, or who might have learned, the threshold limit values or maximum allowable concentrations of asbestos dust provided by the ACGIH.

INTERROGATORY NO. 58:

Were the threshold limit values or maximum allowable concentrations inquired about in Interrogatory No. 57 for total dust, and not asbestos dust alone?

ANSWER:

See response to Interrogatory No. 57, above.

INTERROGATORY NO. 59:

State in detail what tests, if any, Defendant ever made with regard to the quantity, quality, or threshold limit values of asbestos dust or particles to which workers were exposed while using, working with or around, or installing your asbestos-containing products.

ANSWER:

Imo objects to this interrogatory as overly broad, vague and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Imo states that it is not aware of any tests being conducted by Imo to determine the quantity, quality or threshold limit values of asbestos dust or particles that might have been emitted from the purchased, finished asbestos-containing components supplied to Imo by others.

INTERROGATORY NO. 60:

Please state the following with respect to each expert witness you that you may call during trial of these cases. Please designate with specificity the expert witnesses that you will call, including:

- (a) The name, address, and job classification of each such expert witness;

- (b) The subject matter on which the expert is expected to testify;
- (c) The substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion;
- (d) Whether any person identified in subparagraph (a) above has provided a report or other documentation to you, and if so, identify each such document or report;
- (e) Identify all documents that you have provided to each person identified in response to subparagraph (a)
- (f) Describe in detail the education and work history of, and identify any books, treatises, articles, published and unpublished reports, studies or other scholarly works authored by any individual identified in response to subparagraph (a) above. Alternatively, in lieu of said response, attach a copy of a resume or curriculum vitae and a list of publications to your answers.

ANSWER:

Imo has made no final decisions concerning the selection of expert witnesses at this time.

INTERROGATORY NO. 61:

Please state the name, present address and present telephone number, along with the experience and qualifications, if applicable, of each and every person, known to Defendant or to Defendant's agents, having knowledge of facts relevant to these cases involving, but not limited to:

- (a) Identification of asbestos-containing products to which each and every individual Plaintiff, separate and distinct from all other Plaintiffs within the group, allegedly was exposed or facts disputing the identification of asbestos-containing products in this case.
- (b) Each and every individual Plaintiff's, separate and distinct from all other Plaintiffs within the group, alleged damages, injuries and/or facts disputing each and every Plaintiff's alleged damages and/or injuries;
- (c) The negligence of any person or entity other than Defendant which Defendant contends was a cause of each and every individual Plaintiff's, separate and distinct from all other Plaintiffs within the group, alleged injuries and/or damages;
- (d) Each of Defendant's defenses enumerated in Defendant's last filed Answer in each of these cases.

ANSWER:

(a) Imo is currently without knowledge or information as to which equipment supplied by Imo, if any, was an alleged source of asbestos to which an individual plaintiff claims to have been exposed. Accordingly, Imo is unable at this time to identify individuals who may have knowledge of facts relevant to that issue. Imo expressly reserves the right to supplement or amend this response in the future, when more information is available.

(b) Imo is currently without knowledge or information as to which damages or injuries any individual plaintiff is claiming. Accordingly, Imo is unable at this time to identify individuals who may have knowledge of facts relevant to that issue. Imo expressly reserves the right to supplement or amend this response in the future, when more information is available.

(c) Imo is currently without knowledge or information as to the issues set forth in subpart (c), and thus is unable at this time to identify individuals who may have knowledge of facts relevant to that issue. Imo expressly reserves the right to supplement or amend this response in the future, when more information is available.

(d) Imo has not currently identified the specific individuals who will provide information relevant to the defenses enumerated in the Answer most recently filed by Imo.

INTERROGATORY NO. 62

Please identify documents which will be used at time of trial, (Exhibit List, Deposition List), which are relevant to each of Defendant's enumerated defenses in Defendant's last filed Answer.

ANSWER:

Imo has not made any final decisions to date concerning the documents that will be used at time of trial. Imo expressly reserves the right to supplement or amend this response at such later time as final selections are made, including with reference to documents produced by Imo or designated by plaintiffs or others in this litigation.

INTERROGATORY NO. 63:

When, if ever, did Defendant or any of its predecessor-in-interest first receive a copy of the article entitled "A Health Survey of Pipe Covering Operations in Construction Naval Vessels," published in January, 1946 in the Journal of Industrial Hygiene & Toxicology, and authored by W. Fleischer and P. Drinker, et al ("the Fleischer-Drinker Report")?

a. Identify the name and position of the employee or officer who received same;

- b. Please produce all documents generated by Defendant which discuss or in any way reference the "Fleischer-Drinker" study prior to 1968;
- c. Please produce all documents upon which your response above are based;
- d. Please identify the name(s) and address(es) of any person(s) who can verify your above response;
- e. Did Defendant ever rely on the Fleischer-Drinker Report in whole or in part as a basis that Defendant's asbestos products could be used in the workplace without risk of asbestos-related health impacts to the consumer and/or bystander;
- f. If so, please produce every document which evidences in any way that Defendant relied on the Fleischer-Drinker Report in whole or in part for the proposition stated in Interrogatory No. 63(a) above;
- g. If your answer to 63(e) is yes, when was the first date Defendant relied on the Fleischer-Drinker report in whole or in part for the proposition stated in 63(e) above?

ANSWER:

(a) through (g). Imo is without knowledge or information as to when, if ever, it saw the "Fleischer-Drinker report" referred to in this interrogatory.

INTERROGATORY NO. 64:

When, if ever, did Defendant or any of its predecessors-in-interest first receive a copy of the article entitled "A Study of Asbestos in the Asbestos Textile Industry," published in 1938 in Public Health Bill, No. 241, U.S. Public Health Service and authored by W.C. Dreessen ("the Dreessen Report")?

- a. Identify the name and position of the employee or officer who received same;
- b. Please produce all documents generated by Defendant which discuss or in any way reference the "Dreessen" study prior to 1968;
- c. Please produce all documents upon which your responses above are based;
- d. Please identify the name(s) and address(es) of any person(s) who can verify your above response;

- e. Did Defendant ever rely on the Dreessen Report in whole or in part as a basis that Defendant's asbestos products could be used in the workplace without risk of asbestos-related health impacts to the consumer and/or bystander;
- f. If so, please produce every document which evidences in any way that Defendant relied on the Dreessen Report in whole or in part for the proposition stated in Interrogatory 63(a) above;
- g. If your answer to 63(e) is yes, when was the first date Defendant relied on the Dreessen Report in whole or in part for the proposition stated in 63(e) above?

ANSWER:

(a) through (g). Imo is without knowledge or information as to when, if ever, it saw the "Dreessen report" referred to in this interrogatory.

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

Please produce a true and correct copy of each photograph of each asbestos-containing product identified in answer to Interrogatory No. 4.

RESPONSE:

Despite reasonably diligent efforts, Imo has not located any documents responsive to this request to date. Investigation is continuing. To the extent responsive and non-objectionable documents are located subsequently, they will be produced.

REQUEST FOR PRODUCTION NO. 2:

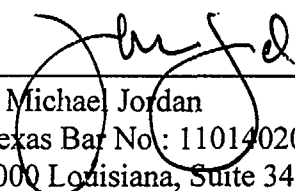
Please produce any diagrams or schematics indicating, stating or detailing the existence of any of your subsidiaries, predecessors, or divisions as defined on Page 1 of these Interrogatories and Request for Production.

RESPONSE:

Despite reasonably diligent efforts, Imo has not located any documents responsive to this request to date. Investigation is continuing. To the extent responsive and non-objectionable documents are located subsequently, they will be produced.

RESPECTFULLY SUBMITTED, this 18th day of July, 2000.

GARDERE WYNNE SEWELL & RIGGS, L.L.P.



J. Michael Jordan
Texas Bar No: 11014020
1000 Louisiana, Suite 3400
Houston, Texas 77002-5007
Telephone: (713) 276-5500
Facsimile. (713) 276-5555

ATTORNEYS FOR DEFENDANT,
IMO INDUSTRIES INC. (individually and as
successor-in-interest to DELAVAL TURBINE, INC.)

VERIFICATION

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

Traci Benish, being first duly sworn, deposes and says that she is authorized to verify the foregoing responses on behalf of Imo Industries Inc., that said responses were prepared with the assistance and advice of counsel; that said responses are based on the business records of Imo Industries Inc., to the extent such records are still available, and information still in existence, presently recollected and thus far discovered in the course of preparation of these responses; and that Imo Industries Inc. reserves the right to modify or supplement these responses; that subject to the limitations set forth herein, the said responses are true and correct to the best of her knowledge, information and belief, to the extent known personally by her, and that otherwise the said responses are true and correct on -information and belief, based upon information supplied by others.

Traci Benish

Sworn and subscribed before me, a Notary Public, and in my presence this ____ day
of July, 2000.

Notary Public

EXHIBIT A

1. Insurer: New Jersey Manufacturers Casualty Insurance Company
 Insured: DeLaval Steam Turbine Company
 Policy Period: 1935
 Policy Type: primary
 Limits: unknown
 Deductible: unknown
 Policy Number: unknown

2. Insurer: New Jersey Manufacturers Casualty Insurance Company
 Insured: DeLaval Steam Turbine Company
 Policy Period: 1936
 Policy Type: primary
 Limits: unknown
 Deductible: unknown
 Policy Number: unknown

3. Insurer: New Jersey Manufacturers Casualty Insurance Company
 Insured: DeLaval Steam Turbine Company
 Policy Period: 1937
 Policy Type: primary
 Limits: unknown
 Deductible: unknown
 Policy Number: unknown

4. Insurer: New Jersey Manufacturers Casualty Insurance Company
 Insured: DeLaval Steam Turbine Company
 Policy Period: 1938
 Policy Type: primary
 Limits: unknown
 Deductible: unknown
 Policy Number: unknown

5. Insurer: New Jersey Manufacturers Casualty Insurance Company
 Insured: DeLaval Steam Turbine Company
 Policy Period: 1939
 Policy Type: primary
 Limits: unknown
 Deductible: unknown
 Policy Number: unknown

6. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 1940
Policy Type: primary
Limits: unknown
Deductible: unknown
Policy Number: unknown
7. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 1941
Policy Type: primary
Limits: unknown
Deductible: unknown
Policy Number: unknown
8. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 1942
Policy Type: primary
Limits: unknown
Deductible: unknown
Policy Number: unknown
9. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 4/31/43 - 5/31/44
Policy Type: primary
Limits: \$50,000 per person, \$100,000 each accident, \$200,000 aggregate
Deductible: none
Policy Number: PF9814
10. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 5/31/44 - 5/31/45
Policy Type: primary
Limits: \$50,000 per person, \$100,000 for each group of claims, \$200,000 aggregate
Deductible: none
Policy Number: P63165

11. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: Delaval Steam Turbine Company
Policy Period: 1946
Policy Type: primary
Charts: unknown
Deductible: unknown
Policy Number: unknown
12. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: Delaval Steam Turbine Company
Policy Period: 1947
Policy Type: primary
Limits: unknown
Deductible: unknown
Policy Number: unknown
13. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 5/31/48 - 5/31/49
Policy Type: primary
Limits: \$50,000 each person, \$100,000 each accident, \$200,000 aggregate
Deductible: none
Policy Number: P80696
14. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 1950
Policy Type: primary
Limits: unknown
Deductible: unknown
Policy Number: P88631
15. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 5/31/51 - 5/31/52
Policy Type: primary
Limits: \$50,000 each person, \$100,000 each accident, \$200,000 aggregate
Deductible: none
Policy Number: P93915

16. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 5/31/52 - 5/31/53
Policy Type: primary
Limits: \$100,000 each person, \$300,000 each accident, \$300,000 aggregate
Deductible: none
Policy Number: P99384
17. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 5/31/53 - 5/31/54
Policy Type: primary
Limits: \$100,000 per person, \$300,000 each accident, \$300,000 aggregate
Deductible: none
Policy Number: P103976
18. Insurer: New Jersey Manufacturers Casualty Insurance Company
Insured: DeLaval Steam Turbine Company
Policy Period: 5/31/54 - 5/31/55
Policy Type: primary
Limits: \$100,000 per person, \$300,000 each accident, \$300,000 aggregate
Deductible: none
Policy Number: P107992
19. Insurer: Unknown
Insured: DeLaval Steam Turbine Company
Policy Period: 5/31/55 - 8/31/55
Policy Type: primary
Limits: Unknown
Deductible: Unknown
Policy Number: Unknown
20. Insurer: The Aetna Casualty & Surety Company
Insured: DeLaval Steam Turbine Company and DeLaval Turbine Pacific Company
Policy Period: 8/15/55 - 8/15/56
Policy Type: primary
Limits: \$1,000,000 per person, \$1,000,000 each accident, \$1,000,000 aggregate
Deductible: None
Policy Number: 1LC20841

21. Insurer: The Aetna Casualty & Surety Company
Insured: DeLaval Steam Turbine Company and DeLaval Turbine Pacific Company
Policy Period: 8/15/56 - 8/15/57
Policy Type: Primary
Limits: \$1,000,000 each person, \$1,000,000 each accident, \$1,000,000 aggregate
Deductible: None
Policy Number: 1LC24465/1LC24481
22. Insurer: The Aetna Casualty & Surety Company
Insured: DeLaval Steam Turbine Company
Policy Period: 8/15/57 - 8/15/58
Policy Type: Primary
Limits: \$1,000,000 per person, \$1,000,000 each accident, \$1,000,000 aggregate
Deductible: Unknown
Policy Number: 1LC28279
23. Insurer: The Aetna Casualty & Surety Company
Insured: DeLaval Steam Turbine Company
Policy Period: 8/15/58 - 8/15/59
Policy Type: Primary
Limits: \$1,000,000 per person, \$1,000,000 each accident, \$1,000,000 aggregate
Deductible: Unknown
Policy Number: 1AL9065
24. Insurer: The Aetna Casualty & Surety Company
Insured: DeLaval Steam Turbine Company
Policy Period: 8/15/59 - 8/15/60
Policy Type: Primary
Limits: \$1,000,000 per person, \$1,000,000 each accident, \$1,000,000 aggregate
Deductible: Unknown
Policy Number: AL8030L

25. Insurer: The Aetna Casualty & Surety Company
Insured: DeLaval Steam Turbine Company
Policy Period: 8/15/60 - 8/15/61
Policy Type: Primary
Limits: \$1,000,000 per person, \$1,000,000 each accident, \$1,000,000 aggregate
Deductible: Unknown
Policy Number: 1AL17923
26. Insurer: The Aetna Casualty & Surety Company
Insured: DeLaval Steam Turbine Company
Policy Period: 8/15/61 - 8/15/62
Policy Type: Primary
Limits: \$1,000,000 per person, \$1,000,000 each accident, \$1,000,000 aggregate
Deductible: Unknown
Policy Number: 1AL17923L
27. Insurer: The Aetna Casualty & Surety Company
Insured: DeLaval Steam Turbine Company
Policy Period: 8/15/62 - 8/15/63
Policy Type: Primary
Limits: \$1,000,000 per person, \$1,000,000 each accident, \$1,000,000 aggregate
Deductible: Unknown
Policy Number: 1AL20128L
28. Insurer: The Aetna Casualty & Surety Company
Insured: DeLaval Turbine, Inc. (a Delaware Corp.), DeLaval Holroyd, Inc., DeLaval Turbine Canada LTD., DeLaval Turbine International, Inc. and/or any Subsidiary Affiliated or Associated Companies as now or may be hereinafter constituted
Policy Period: 8/15/63 - 8/15/64
Policy Type: Primary
Limits: \$1,000,000 per person, \$1,000,000 each accident, \$1,000,000 aggregate
Deductible: None
Policy Number: 1AL28786CM

29. Insurer: The Aetna Casualty & Surety Company
Insured: DeLaval Turbine, Inc. (a Delaware Corp.), DeLaval Holroyd, Inc., DeLaval Turbine Canada LTD., DeLaval Turbine International, Inc. and/or any Subsidiary Affiliated or Associated Companies as now or may be hereinafter constituted
Policy Period: 8/15/64 - 8/15/65
Policy Type: Primary
Limits: \$1,000,000 per person, \$1,000,000 each accident, \$1,000,000 aggregate
Deductible: Unknown
Policy Number: 1AL28786CM
30. Insurer: Unknown
Insured: DeLaval Turbine, Inc. (a Delaware Corp.), DeLaval Holroyd, Inc., DeLaval Turbine Canada LTD., DeLaval Turbine International, Inc. and/or any Subsidiary Affiliated or Associated Companies as now or may be hereinafter constituted
Policy Period: 8/15/65 - 1/22/66
Policy Type: primary
Limits: Unknown
Deductible: Unknown
Policy Number: Unknown
31. Insurer: Transamerica Insurance Company
Insured: DeLaval Turbine, Inc., DeLaval Turbine California, Inc., DeLaval-Holroyd, Inc., DeLaval Turbine International, Inc., DeLaval Turbine Canada, Ltd.
Policy Period: 1/22/66 - 11/22/68
Policy Type: Primary
Limits: \$250,000 per person, \$2,500,000 each occurrence, \$2,500,000 aggregate
Deductible: Unknown
Policy Number: 4GLA4017864
32. Insurer: Transamerica Insurance Company
Insured: DeLaval Turbine, Inc., DeLaval Turbine California, Inc., DeLaval-Holroyd, Inc., DeLaval Turbine International, Inc., DeLaval Turbine Canada, Ltd.
Policy Period: 11/22/68 - 7/1/70
Policy Type: Primary
Limits: Unknown
Deductible: Unknown
Policy Number: Unknown

33. Insurer: Transamerica Insurance Company
Insured: DeLaval Turbine, Inc., DeLaval Turbine California, Inc., DeLaval-Holroyd, Inc., DeLaval Turbine International, Inc., DeLaval Turbine Canada, Ltd.
Policy Period: 7/1/70 - 7/1/73
Policy Type: Primary
Limits: \$250,000 per person, \$2,500,000 each occurrence, \$2,500,000 aggregate
Deductible: None
Policy Number: TAL5117403
34. Insurer: Transamerica Company
Insured: Transamerica Corporation, and any subsidiary, proprietary, affiliated, controlled or allied corporation, firm, partnership or individual as they now exist or as they may exist hereafter, any firm name or trade name or style under which they may operate
Policy Period: 7/1/73 - 1/1/77
Policy Type: primary
Limits: Unknown
Deductible: Unknown
Policy Number: Unknown
35. Insurer: Transamerica Insurance Company
Insured: Transamerica Corporation, and any subsidiary, proprietary, affiliated, controlled or allied corporation, firm, partnership or individual as they now exist or as they may exist hereafter, any firm name or trade name or style under which they may operate
Policy Period: 1/1/77 - 1/1/78
Policy Type: Primary
Limits: \$1,000,000 each occurrence
Deductible: None applicable to IMO
Policy Number: TAL10713382
36. Insurer: Transamerica Insurance Company
Insured: Transamerica Corporation, and any subsidiary, proprietary, affiliated, controlled or allied corporation, firm, partnership or individual as they now exist or as they may exist hereafter, any firm name or trade name or style under which they may operate
Policy Period: 1/1/78 - 1/1/79
Policy Type: Primary
Limits: \$1,000,000 each occurrence
Deductible: None applicable to IMO
Policy Number: TAL10713382

37. Insurer: Transamerica Insurance Company
 Insured: Transamerica Corporation, and any subsidiary, proprietary,
 affiliated, controlled or allied corporation, firm, partnership or
 individual as they now exist or as they may exist hereafter, any
 firm name or trade name or style under which they may operate

 Policy Period: 1/1/79 - 1/1/82
 Limits: \$1,000,000 each occurrence
 Deductible: None applicable to IMO
 Policy Number: TAL10713382
38. Insurer: Transamerica Insurance Company
 Insured: Transamerica Corporation, and any subsidiary, proprietary,
 affiliated, controlled or allied corporation, firm, partnership or
 individual as they now exist or as they may exist hereafter, any
 firm name or trade name or style under which they may operate

 Policy Period: 1/1/82 - 1/1/83
 Policy Type: Primary
 Limits: \$1,000,000 each occurrence
 Deductible: None applicable to IMO
 Policy Number: TAL10713382
39. Insurer: Transamerica Insurance Company
 Insured: Transamerica Corporation, and any subsidiary, proprietary,
 affiliated, controlled or allied corporation, firm, partnership or
 individual as they now exist or as they may exist hereafter, any
 firm name or trade name or style under which they may operate

 Policy Period: 1/1/83 - 4/1/83
 Policy Type: Primary
 Limits: \$1,000,000 each occurrence
 Deductible: None applicable to IMO
 Policy Number: TAL10713382
40. Insurer: Transamerica Insurance Company
 Insured: Transamerica Corporation, and any subsidiary, proprietary,
 affiliated, controlled or allied corporation, firm, partnership or
 individual as they now exist or as they may exist hereafter, any
 firm name or trade name or style under which they may operate

 Policy Period: 4/1/83 - 4/1/84
 Policy Type: Primary
 Limits: \$1,000,000 each occurrence
 Deductible: None applicable to IMO
 Policy Number: TAL10713382

41. Insurer: Transamerica Insurance Company
 Insured: Transamerica Corporation, and any subsidiary, proprietary,
 affiliated, controlled or allied corporation, firm, partnership or
 individual as they now exist or as they may exist hereafter, any
 firm name or trade name or style under which they may operate
- Policy Period: 4/1/84 - 4/1/85
 Policy Type: Primary
 Limits: \$1,000,000 each occurrence
 Deductible: None applicable to IMO
 Policy Number: TAL10713382
42. Insurer: Transamerica Insurance Company
 Insured: Transamerica Corporation, and any subsidiary, proprietary,
 affiliated, controlled or allied corporation, firm, partnership or
 individual as they now exist or as they may exist hereafter, any
 firm name or trade name or style under which they may operate
- Policy Period: 4/1/85 - 4/1/86
 Policy Type: Primary
 Limits: \$1,000,000 each occurrence
 Deductible: None applicable to IMO
 Policy Number: TAL10713382