



IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

ELDON CLAUDE DICKERSON, et al	)	
	)	CASE NO: 398302
Plaintiffs	)	
vs.	)	
	)	JUDGE HARRY HANNA
	)	
A-BEST PRODUCTS, et al	)	<u>DEFENDANT INGERSOLL-</u>
	)	<u>RAND'S RESPONSES TO</u>
	)	<u>PLAINTIFF'S</u>
	)	<u>INTERROGATORIES AND</u>
Defendants	)	<u>REQUEST FOR PRODUCTION</u>

Now comes Defendant, Ingersoll-Rand and provides the following Responses to Plaintiff's Interrogatories and Request for Production of Documents. Ingersoll-Rand provides these Responses as a separate document, but asserts that the Answers are a response to each Request and its subpart as provided by Plaintiffs.

PRELIMINARY STATEMENT

(a) The information supplied in these Responses is not based solely upon the knowledge of the executing party, but includes some information assembled by and/or within the knowledge of the party's authorized agents, representatives, and, unless privileged, attorneys. Because much of the information is of, or relates to, events of many years ago, it is difficult, if not impossible, for this Defendant to retrieve or reconstruct some of the requested information. Many of the individuals who might have had personal knowledge of the matters to which Plaintiffs' discovery relate are deceased or are otherwise are unavailable to Defendant, and investigations to date indicate that some information in documents which might relate to matters inquired into by Plaintiffs' discovery may have been destroyed pursuant to Defendant's normal record retention policy or are otherwise unable to find. This Defendant is engaged in a continuing investigation in an attempt to locate or confirm the absence of such information or documents and this Defendant is also engaged in a continuing investigation with respect to the matters inquired into by Plaintiffs' discovery. Therefore, this Defendant reserves the right to amend these responses if new or more accurate information becomes available or if errors are discovered. Furthermore, these responses are given without prejudice to this

Defendant's right to rely at trial on subsequently discovered information or on information inadvertently omitted from these responses as a result of mistake, error or oversight.

(b) The word usage and sentence structure is that of the attorneys who, in fact, prepared these Answers and does not purport to be the exact language of the executing party.

(c) The Interrogatories and Requests have been interpreted and answered in accordance with the Ohio Civil Rules, plain English usage, and, to the extent not specifically challenged by objection, the definitions and instructions if same were included.

(d) All Answers of Ingersoll-Rand are subject to continuing investigation and discovery, and defendant reserves the right to supplement or amend said responses at any time during the course of this litigation.

(e) Ingersoll-Rand objects to the extent that these Interrogatories and Requests seek to elicit information that is protected by the attorney-client privilege, the work product doctrine or constitutes trial preparation material and to the extent they seek to elicit an expert witness opinion beyond the scope of permissible discovery.

(f) Ingersoll-Rand further objects to the Interrogatories and Requests as defendant has not been provided with sufficient information by plaintiffs to enable it to respond these discovery requests. The plaintiffs have not identified the product(s) with specificity that allegedly were sold by Ingersoll-Rand and that plaintiff claims were a substantial causative factor in producing his alleged asbestos-related diseases.

(g) Unless otherwise stated in an answer to specific Interrogatories and Requests, the responses herein are limited to the products allegedly supplied to "Plaintiff's employers" which defendant understands to be places where the plaintiff(s) was employed. Defendant objects to answering Interrogatories requesting information relating to any other locations on the grounds that such additional information is irrelevant, immaterial, not calculated to lead to the discovery of admissible evidence, and, furthermore, would be burdensome, expensive and harassing. Defendant also objects to the extent the Interrogatories seek information concerning the working conditions of Defendant's employees as plaintiff(s) was not employed by Defendant, nor has plaintiff(s) asserted any basis for a premise liability claim against defendant.

(h). Ingersoll-Rand objects to answering these Interrogatories and Requests without inspecting the location, facility and/or plant wherein plaintiff(s) allege asbestos exposure and without reviewing documents that may be in the custody of the plaintiffs' employers, which may discuss, refer, or relate to the use of products allegedly supplied by defendant to these facilities. Without waiving this objection, defendant shall answer to the best of its knowledge, information, and belief, reserving the right to supplement these answers if it obtains additional information.

Without waiving any of its objections, and subject thereto, Ingersoll-Rand hereby responds to the Plaintiffs' Interrogatories and Requests for Production:

INTERROGATORIES

1. John Clary. See also preliminary statement (a).
Risk Manager
Ingersoll-Rand Company
200 Chestnut Ridge Road
Woodcliff Lake, New Jersey 07675

1.1. See Preliminary statement (a).

2. Yes, Ingersoll-Rand Company, incorporated in the State of New Jersey. Its principal place of business is located at 200 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07677. CT systems is an authorized agent for service.

3. Ingersoll-Rand is a publicly traded company. See applicable filing(s) with the Securities and Exchange Commission.

4. Upon information and belief, no.

4.1 Defendant objects to Interrogatory No. 4.1 as that same is vague, overly broad and not limited to time or scope.

5. Ingersoll-Rand submits that to the best of its knowledge none of its corporate predecessors, subsidiaries, affiliates, divisions, holding companies or other related entities have ever mined, milled, or manufactured "asbestos products" or "asbestos containing products" as it believes these terms are defined. For over one hundred and twenty-five years, Ingersoll-Rand has manufactured or marketed multi-use equipment, including compressors and pumps, some of which are manufactured by third parties or contain parts manufactured by third parties. Some of the equipment or its replacement parts may have had an internal component, including gaskets or packing, manufactured by third parties that contained encapsulated asbestos fibers. Regarding gaskets or packing, Ingersoll-Rand purchased such component parts from various manufacturers based upon commercial availability and the particular application of the equipment being manufactured. Ingersoll-Rand does not maintain a list of the equipment which had an internal asbestos component part. The asbestos content, fiber type and composition of any gasket or packing component part would be only within the knowledge of the component's manufacturer.

and not this defendant. Without knowing with specificity to what product(s) Plaintiff alleges exposure, Ingersoll-Rand is unable to further respond. See also Preliminary Statement (f).

6. No patents as to asbestos containing products.

7. Not applicable.

8. Not applicable.

8.01 Yes.

8.02 See response to Interrogatory No. 5.

8.03 Not applicable.

8.04 Not applicable.

8.05 Defendant objects to Interrogatory No. 8.05 as that same is vague, overly broad and not limited to time or scope.

8.06 See response to Interrogatory No. 5.

8.1 No.

8.2 Not applicable.

8.3 Not applicable.

8.4 See response to Interrogatory no. 5.

9. Defendant has no records of same.

9.1 See response to Interrogatory no. 5.

10. No.

11. No.

12. Not applicable.

13. See response to Interrogatory no. 5.

13.1 No.

13.2 No.

14. Not applicable.

15. See response to Interrogatory no. 5.

16. Yes, as the gasket and packing were encapsulated, non-friable products.

17. See response to Interrogatory no. 5.

18. Defendant objects to Interrogatory No. 18 as that same is vague, overly broad and not limited to time or scope. Further Defendant objects to this Interrogatory in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Interrogatory No. 5.

18.1 Defendant objects to Interrogatory No. 18.1 as that same is vague, overly broad and not limited to time or scope. Further Defendant objects to this Interrogatory in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Interrogatory No. 5.

19. Not applicable.

20. Not applicable.

21. Defendant objects to Interrogatory No. 21 as that same is vague, overly broad and not limited to time or scope. Further Defendant objects to this Interrogatory in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Interrogatory No. 5.

22. No. Further, Ingersoll-Rand objects to this interrogatory as argumentative to the extent that it implies that it was under a duty to provide warnings for its products. See also response to Interrogatory no. 5.

23. Defendant objects to Interrogatory No. 23 as that same is vague, overly broad and not limited to time or scope. Further Defendant objects to this Interrogatory in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Interrogatory No. 5.

24. No. Further, Ingersoll-Rand objects to this interrogatory as argumentative to the extent that it implies that it was under a duty to provide warnings for its products. See also response to Interrogatory no. 5.

25. The best estimate is that Ingersoll-Rand learned of the possible deleterious effects of asbestos when government reports were periodically issued to the general public.

26. Defendant objects to Interrogatory No. 26 in that same assumes a casual relationship between the listed diseases and asbestos exposure. Without waiving such objection, the best estimate is that Ingersoll-Rand learned of the possible deleterious effects of asbestos when government reports were periodically issued to the general public.

27. None known.

28. None known.

29. None known.

30. Defendant has no record of the periodical subscriptions for said time period. Some records may have been destroyed or discarded through the normal course of business activities but the exact date and location of the destruction or discard, the custodian and location of the records prior to destruction or discard, and the identity of persons who ordered, authorized or supervised any such destruction or discard are unknown at this time. See also Preliminary Statement (a).

30.1 No.

30.2 Defendant objects to this interrogatory as overly broad and burdensome in that it does not state with specificity a time period for which the information is requested. Subject to the foregoing objection and without waiving same, Defendant states, based on information and belief, that there were no corporate memberships in such "trade organizations" or "associations". However, it is impossible to determine if any individual employees had individual memberships due to the large number of individuals employed by Defendant at its many divisions and plants over the time period to which this inquiry applies.

31. None.

32. Not applicable.

33. Defendant cannot state if or when it was first advised of either TLV or maximum allowable concentrations of asbestos dust and total dust by the American Conference of Governmental Industrial Hygienists or any other organizations.

33.1 See response to Interrogatory no. 31.

34. No.

35. No.

36. Unknown, if ever.

36.1 No.

36.2 No.

37. Defendant objects to this interrogatory as overly broad and burdensome in that it does not state with specificity a time period for which the information is requested. Subject to the foregoing objection and without waiving same, Defendant states, based on information and belief, that there were no corporate memberships in such "trade organizations" or "associations". However, it is impossible to determine if any individual employees had individual memberships due to the large number of individuals employed by Defendant at its many divisions and plants over the time period to which this inquiry applies.

38. Not applicable.

39. Defendant has no record of the periodical subscriptions for said time period. Some records may have been destroyed or discarded through the normal course of business activities but the exact date and location of the destruction or discard, the custodian and location of the records prior to destruction or discard, and the identity of persons who ordered, authorized or supervised any such destruction or discard are unknown at this time. See also Preliminary Statement (a).

40. Upon information and belief defendant never sponsored. Unknown if defendant ever attended.

41. Defendant objects to Interrogatory No. 41 as that same is vague, overly broad and not limited to time or scope. Further Defendant objects to this Interrogatory in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured as any materials containing asbestos. See Response to Interrogatory No. 5. Without waiving such objection and subject to the foregoing, no.

42. Not applicable.

43. Defendant objects to Interrogatory No. 43 as that same is vague, overly broad and general and not limited to time or scope. Without waiving such objections, see response to Interrogatory No. 5.

44. Not applicable.

45. Defendant was not a manufacturer of insulation or asbestos containing products and declines to speculate on issues specific to insulation and/or asbestos product manufacturing technology. See response to Interrogatory No. 5. Subject to the foregoing, Ingersoll-Rand is aware that there are substantial differences in asbestos-

containing products. Differences in the composition of the products play a large role in the friability and consequent respirability of asbestos fibers contained within such products. Where fibers are encapsulated, fiber emission is negligible, if any. Moreover, fiber type is significant inasmuch many experts conclude that chrysotile asbestos is not a causative agent of certain asbestos-related diseases such as mesothelioma. Also, chrysotile asbestos is more rapidly repelled and cleared by the human respiratory system, without resulting in injury, than are amphibole types of asbestos. Furthermore, virtually any product is "dangerous" to health if improperly used. The employers of Plaintiffs had varying industrial hygiene and work practices. Plaintiffs worked in different crafts and, consequently, varied in the frequency, regularity, length, proximity and extent, of exposure, if any, to different asbestos-containing products. The circumstances of exposure and individual proclivities have substantial bearing on the potential for development of asbestos-related disease. Occasional bystander exposure to encapsulated chrysotile asbestos-containing products poses no risk. The medical probability of an asbestos-related disease and a worker having brief, intermittent and indirect exposures to asbestos-containing materials is considerably diminished in degree and relative risk from that of an individual who works throughout out his/her career on a daily basis with asbestos-containing insulation products.

46. Not applicable.

47. No.

47.1 Not applicable.

47.2 No.

47.3 Not applicable.

47.4 Defendant objects to Interrogatory No. 41 as that same is vague, overly broad and not limited to time or scope. Further Defendant objects to this Interrogatory in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured as any materials containing asbestos. See Response to Interrogatory No. 5. Without waiving such objection and subject to the foregoing, internal asbestos containing component parts, purchased from third parties, were removed when new government standards were promulgated for encapsulated gaskets and packing, and when viable alternative non-asbestos component products became commercially available from the component manufacturers.

48. No.

48.1 Not applicable. Defendant has a seven year documents retention policy for sales records.

48.2 Some records may have been destroyed or discarded through the normal course of business activities but the exact date and location of the destruction or discard, the custodian and location of the records prior to destruction or discard, and the identity of persons who ordered, authorized or supervised any such destruction or discard are unknown at this time. See also Preliminary Statement (a).

48.3 Not applicable.

48.4 Not applicable.

49. No.

50. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Interrogatory at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

51. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Interrogatory at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

52. Not applicable.

53. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Interrogatory at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

54. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Interrogatory at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

55. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Interrogatory at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

56. Defendant does not presently have the information requested. However, in an effort to be responsive, this defendant had coverage for some of time periods alleged in plaintiffs' complaint. The policies differed as to their wording and under what conditions coverage for claims would be provided. Thus, subject to additional information, this defendant believes there is sufficient insurance coverage in sufficient quantities for claims arising out of this litigation, should any judgment be rendered.

56.1 Ingersoll-Rand objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and seeks information which neither relevant to the subject matter of this case nor reasonably calculated to lead to the discovery of admissible evidence, and violates the privileges accorded to attorney-client communications and to attorney work product.

57. Ingersoll-Rand objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and seeks information which neither relevant to the subject matter of this case nor reasonably calculated to lead to the discovery of admissible evidence, and violates the privileges accorded to attorney-client communications and to attorney work product.

58. See response to Interrogatory no.5.

REQUESTS FOR PRODUCTION

1. Defendant Ingersoll-Rand objects to Request for Production No. 1 as same is vague, overly broad and general. For over 125 years, Ingersoll-Rand has manufactured or marketed multi-use equipment, including compressors and pumps, some of which are manufactured by third parties or contain parts manufactured by third parties. Some of the equipment or its replacement parts may have had an internal component, including gaskets or packing, manufactured by third parties that contained encapsulated asbestos fibers. Regarding gaskets or packing, Ingersoll-Rand purchased such component parts from various manufacturers based upon commercial availability and the particular application of the equipment being manufactured. Ingersoll-Rand does not maintain a list of the equipment which had an internal asbestos component part. The asbestos content, fiber type and composition of any gasket or packing component part would be only within the knowledge of the component's manufacturer and not this defendant. Without waiving such objection, Ingersoll-Rand Product Brochures of its equipment are available for inspection at the law firm of Gallagher, Sharp, Fulton & Norman, 7th Floor, Bulkley Building, 1501 Euclid Avenue, Cleveland, OH 44115-2108. By providing these Product Brochures for review and inspection, Defendant in now way represents that these specific brochures involve equipment that definitively incorporated asbestos-containing gaskets or packing.

2. Not applicable.

3. Not applicable.

4. None.

5. None.

6. Not applicable.

7. Not applicable.

8. Not applicable.

9. Defendant objects to Request No. 9 as the term “potential health hazards” is vague, overly broad and not limited to time or scope. Further Defendant objects to this Request in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Request No. 1.

10. Not applicable.

11. Not applicable.

12. Not applicable.

13. Not applicable.

14. Not applicable.

15. Not applicable.

16. See response to Request No. 1.

17. See response to Request No. 1.
18. See response to Request No. 1.
19. None.
20. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Request at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.
21. Not applicable.
22. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Request at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.
23. See response to Interrogatory No. 56.
24. None.
25. None.
26. Defendant objects to Request No. 26 as it is vague, overly broad and not limited to time or scope. Further Defendant objects to this Request in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Request No. 1.
27. Ingersoll-Rand is a publicly traded company. See applicable filing(s) with the Securities and Exchange Commission.
28. Defendant objects to Request No. 28 as it is vague, overly broad and not limited to time or scope. Further Defendant objects to this Request in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Request No. 1.

29. Defendant objects to Request No. 29 as it is vague, overly broad and not limited to time or scope. Further Defendant objects to this Request in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Request No. 1.

30. None.

31. None.

32. None.

33. None.

34. None.

35. Defendant objects to Request No. 35 as it is vague, overly broad and not limited to time or scope. Further Defendant objects to this Request in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Request No. 1.

36. Defendant objects to Request No. 36 as it is vague, overly broad and not limited to time or scope. Further Defendant objects to this Request in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Request No. 1.

37. Defendant objects to Request No. 37 as it is vague, overly broad and not limited to time or scope. Further Defendant objects to this Request in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Request No. 1.

38. Defendant objects to Request No. 38 as it is vague, overly broad and not limited to time or scope. Further Defendant objects to this Request in that it assumes that Defendant has products that created harmful dust levels or that Defendant manufactured any materials containing asbestos. Without waiving such objections, see response to Request No. 1.

39. None.

40. None.

41. See response to Request No. 1.

42. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Request at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

43. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Request at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

44. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Request at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

45. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Request at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

46. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Request at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

47. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Request at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

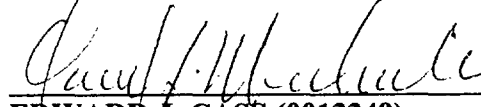
48. Ingersoll-Rand has not completed its investigation of the facts and circumstances which are the basis of this litigation and is unable to answer this Request at the present time. Ingersoll-Rand will supplement its answers pursuant to the Ohio Civil Rules.

49. See response to Interrogatory No. 56.

50. None.
51. See response to Request No. and preliminary statement (a).
52. See response to Request No. and preliminary statement (a).

Of Counsel:
GALLAGHER, SHARP, FULTON
& NORMAN

Respectfully submitted,

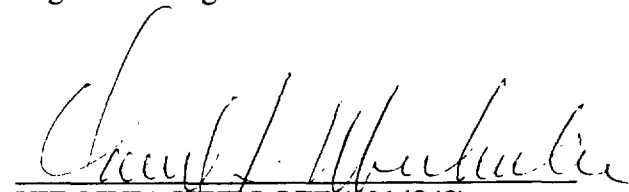


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CERTIFICATE OF SERVICE

A copy of the foregoing was sent, via regular U.S. mail, postage pre-paid, to
Counsel for Plaintiffs, Ladd R. Gibke, Esq., Baron & Budd, P.C. 3102 Oak Lawn Ave.
Suite 1100 Dallas, Texas 75219 this 20th day of November, 2001, with Notice of
Service filed electronically via CLAD, such filing constituting notice to all other Counsel
of Record.

Of Counsel:
GALLAGHER, SHARP, FULTON
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Facsimile: (216) 241-1608

STATE OF *New Jersey*)
)
COUNTY OF *Bergen*)

ss: VERIFICATION

I, *John Clary*, being first duly sworn according to law, depose and state that I have read the foregoing Responses to Answers to Interrogatories, and Responses to Request for Production of Documents and that the same are true to the best of my knowledge and belief.

John Clary

SWORN TO BEFORE ME and subscribed in my presence this *7th* day of *December*, 2001.

Mary Rudloff
NOTARY PUBLIC

MARY RUDLOFF
Notary Public State of New Jersey
Qualified in Bergen County
Commission Expires April 15, 2003