

instructions, to whom they were given, the dates they were given, and the manner of giving such instructions.

Ans. Goodyear objects to this Interrogatory on the grounds that it presumes the inclusion of asbestos in any product sold by Goodyear created a danger to a user of the product. Without waiving this objection, Goodyear answers that Goodyear follows document retention policies which provide for the periodic and routine destruction of documents. Consequently, it has been unable to locate any documents which would enable it to answer this Interrogatory, but it will supplement this response in the event such documents should be found. To the best of Goodyear's present information and belief, the answer to this Interrogatory is No. Goodyear also incorporates its answer to Interrogatory No. 31.


Objecting Attorney

39. Had you done anything prior to 1972 to notify users of your products of the dangers of inhalation of asbestos dust and fibers? If so, explain in detail what you did and give the date.

Ans. Goodyear objects to this Interrogatory on the grounds that it presumes the inclusion of asbestos in any product sold by Goodyear created a danger to a user of the product. Without waiving this objection, Goodyear answers that Goodyear follows document retention policies which provide for the periodic and routine destruction of documents. Consequently, it has been unable to locate any documents which would enable it to answer this Interrogatory, but it will supplement this response in the event such documents should be found. To the best of Goodyear's present information and belief, the answer to this Interrogatory is No.


Objecting Attorney

40. Has your company or its predecessor(s) ever directly advised any contractor to whom you sell your products containing asbestos of threshold limit values for exposure to asbestos dust recommended by the American Conference of Governmental Industrial Hygienists? if so, state the date or dates that you