



1 ALAN R. BRAYTON, ESQ., S.B. #73685  
 2 DAVID R. DONADIO, ESQ., S.B. #154436  
 3 OREN P. NOAH, ESQ., S.B. #136310  
 4 BRAYTON❖PURCELL LLP  
 5 ATTORNEYS AT LAW  
 6 222 Rush Landing Road  
 7 P.O. Box 6169  
 8 Novato, California 94948-6169  
 9 Tel: 415-898-1555  
 10 Fax: 415-898-1247

11 Attorneys for Plaintiffs

12 **SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF ALAMEDA**

14 DAMON LEEPER and  
 15 SONDRAL LEEPER,  
 16  
 17 Plaintiffs,

18 vs.  
 19 CERTAINTEED CORPORATION, et al.,  
 20  
 21 Defendants.

22 **ASBESTOS**  
 23 No. RG14711162

24 **PLAINTIFFS' OPPOSITION TO**  
 25 **DEFENDANT UNION CARBIDE**  
 26 **CORPORATION'S MOTION FOR**  
 27 **PROTECTIVE ORDER TO ENFORCE**  
 28 **STIPULATION, OR IN THE**  
**ALTERNATIVE, VACATE AND**  
**CONTINUE TRIAL DATE AND**  
**REQUEST FOR MONETARY**  
**SANCTIONS**

Date: August 15, 2014  
 Time: 9:31 a.m.  
 Dept.: 30  
 Trial Date: October 14, 2014  
 Action Filed: January 23, 2014

I.

INTRODUCTION

UNION CARBIDE CORPORATION's (hereinafter "UNION CARBIDE") Motion for Protective Order to Enforce Stipulation, or in the Alternative, Vacate and Continue Trial Date and Request for Monetary Sanctions, as joined by LAMONS GASKET COMPANY (hereinafter "LAMONS") should be denied.

///

BRAYTON❖PURCELL LLP  
 ATTORNEYS AT LAW  
 222 RUSH LANDING ROAD  
 P.O. BOX 6169  
 NOVATO, CALIFORNIA 94948-6169  
 415-898-1555

1 Neither defendant has shown that they would be subjected to "unwarranted annoyance,  
2 embarrassment, or oppression, or undue burden or expense" should Mrs. LEEPER be allowed  
3 to testify about her knowledge of defendants' asbestos-containing products being used by her  
4 husband.

5 The only harm that either defendant would suffer from Mrs. LEEPER's testimony is that  
6 the truth would be come out, both in discovery and in trial.'

7 Because neither defendant can make any showing of why they would need further time  
8 to prepare for trial in light of Mrs. LEEPER's product identification testimony, their alternative  
9 request for a continuance of the trial date should be denied. This is especially true, in that Mr.  
10 LEEPER is dying of mesothelioma, asbestosis and asbestos-related pleural disease and his  
11 treating physician has already provided this Court with her declaration stating that she has  
12 substantial medical doubt that he would survive beyond three months.

13 Lastly, as plaintiffs and plaintiffs' counsel have acted in good faith and their opposition  
14 to this motion has substantial justification, they should not be momentarily sanctioned should  
15 this Court grant this Motion for Protective Order. Further, UNION CARBIDE is not entitled to  
16 monetary sanctions should it lose this Motion for Protective Order, as a matter of law.

17 II.

18 FACTUAL BACKGROUND

19 DAMON LEEPER is 73 years of age and is dying from mesothelioma, asbestosis and  
20 asbestos-related pleural disease. Though his treating physician, Barbara Gitlitz, M.D., in her  
21 declaration dated June 25, 2014, expressed her substantial medical doubts that he would survive  
22 beyond three months, this Court denied plaintiffs' Motion for Preference, but maintained the  
23 current trial date of October 20, 2014. (Plaintiffs' Motion for Preference.)

24 Plaintiffs and plaintiffs' counsel were acting in good faith when, on May 15, 2014, a  
25 stipulation was entered into that she did not possess any "product identification" information.  
26 Based upon Mrs. LEEPER's recollection at the time, it was believed by plaintiffs' counsel that  
27 she did not have any knowledge of the asbestos- containing products to which Mr. LEEPER had  
28 been exposed. (Declaration of Eric. C. Solomon.)

1 It was not until just before her deposition was to begin that plaintiffs' counsel learned  
2 that, subsequent to May 15, she had recalled a few of the products at issue herein which Mr.  
3 LEEPER had been working with. (Id.)

4 Thus, plaintiffs' counsel informed defense counsel that Mrs. LEEPER does, after all,  
5 have some limited product identification information. Defendants objected and it was agreed  
6 that deposition would go forward on other matters and that defendants would seek this Court's  
7 intervention. (Id.)

8 Were Mrs. LEEPER allowed to testify with regard to her "product identification"  
9 information she would testify as follows:

10 She saw the bags of KAISER GYPSUM joint compound that her husband was sanding  
11 at their Hayward home in the early '60s. She would say that her husband was up most of the  
12 night sanding those walls and that she was the one who swept up all the dust and cleaned up the  
13 following day. (Id.)

14 She would also say that she saw her husband using wallboard mud from white,  
15 five-gallon, plastic buckets, that said GEORGIA-PACIFIC on them. This occurred while her  
16 husband was building their new home in Brentwood in the early '70s. Plaintiffs allege that  
17 UNION CARBIDE provided asbestos fiber that was used in those products. (Id.)

18 With regards to LAMONS, Mrs. LEEPER would say that she saw round metal gaskets  
19 in the back of her husband's truck. She wanted to use them as "wind chimes." She saw that  
20 they had the name "LAMONS" on them. She had a friend named Lehman that reminded her of  
21 them. She asked her husband if she could have some of them. He told her "No, I'm turning  
22 them in as scrap." (Id.)

23 She also observed her husband removing brakes from boxes marked BENDIX when he  
24 was replacing automotive brakes on their personal vehicles. (Id.)

25 ///

26 ///

27 ///

28

1 III.

2 LEGAL ARGUMENT

3 A. NEITHER UNION CARBIDE NOR LAMONS HAVE SHOWN THAT THEY  
4 ARE ENTITLED TO A PROTECTIVE ORDER TO PREVENT MRS. LEEPER  
5 FROM TESTIFYING ABOUT THE ASBESTOS-CONTAINING PRODUCTS  
6 THAT SHE WITNESSED

6 UNION CARBIDE asserts that it is entitled to a Protective Order preventing Mrs.  
7 LEEPER from providing any testimony about the asbestos-containing products that she  
8 witnessed because, in light of the earlier stipulation that she did not have any product  
9 identification information, allowing such testimony would "unreasonably annoy or oppress" it,  
10 citing to C.C.P. § 2025.420(b).

11 However, neither UNION CARBIDE nor LAMONS has made no showing of any  
12 unreasonable "annoyance" or "oppression." Simply put, what harm will befall UNION  
13 CARBIDE or LAMONS should Mrs. LEEPER be allowed to testify? While it may not have  
14 expected any such testimony prior to her deposition, UNION CARBIDE cannot be heard to say  
15 that it will be unduly prejudiced by the truth of Mr. LEEPER's asbestos exposures coming out.  
16 That is, after all, the entire purpose of pretrial discovery. (Coito v. Superior Ct. (2012) 54  
17 Cal.4th 480, 497 ("[T]he purposes underlying the Discovery Act as a whole [are] e.g., truth  
18 seeking, efficiency, safeguarding against surprise. . . ."))

19 A party moving for a protective order must show that "justice requires" that it be  
20 protected against "unwarranted annoyance, embarrassment, or oppression, or undue burden or  
21 expense." (C.C.P. § 2025.420(b).) Generally, this requires the moving party to show that the  
22 burdens involved in the deposition clearly outweigh whatever benefits are sought to be  
23 obtained. (See C.C.P. § 2017.020(a).) Another ground for relief would be that the information  
24 sought is unnecessarily commutative or that it is obtainable elsewhere at less cost and  
25 inconvenience. (See C.C.P. § 2019.030(a).)

26 Here, neither UNION CARBIDE nor LAMONS have made any such showing. Nor  
27 could they.

28 ///

1 The only harm that they seek to prevent is the truth about Mr. LEEPER's exposure to  
2 their asbestos and asbestos-containing products to come to light.

3 Mrs. LEEPER, if allowed to testify, would say that she saw the bags of KAISER  
4 GYPSUM joint compound that her husband was sanding at their Hayward home in the early  
5 '60s. She would say that her husband was up most of the night sanding those walls and that she  
6 was the one who swept up all the dust and cleaned up the following day. She would also say  
7 that she saw her husband using wallboard mud from white, five-gallon, plastic buckets, that said  
8 GEORGIA-PACIFIC on them. This occurred while her husband was building their new home  
9 in Brentwood in early '70s. Plaintiffs allege that UNION CARBIDE provided asbestos fiber  
10 that was used in those products.

11 With regards to LAMONS, Mrs. LEEPER would say that she saw round metal gaskets  
12 in the back of her husband's truck. She wanted to use them as "wind chimes." She saw that  
13 they had the name "LAMONS" on them. She had a friend named Lehman that reminded her of  
14 them. She asked her husband if she could have some of them. He told her "No, I'm turning  
15 them in as scrap."

16 UNION CARBIDE equates the stipulation to a "contract" and asserts that, therefore, it  
17 must be "enforced." However, even were the stipulation to be treated as a contract, a party  
18 asserting that the contract was breached must make a showing of damages. Here, there is no  
19 showing of any damages by either moving party. Further, were the party to seek "specific  
20 performance," as the moving parties here appear to be doing, it would have to prove, in addition  
21 to the existence of a contract that plaintiff's legal remedy is inadequate. (Blackburn v. Charnley  
22 (2004) 117 Cal. App. 4th 758, 766.) Here, neither UNION CARBIDE nor LAMONS have  
23 made any showing that its "legal remedy is inadequate."

24 Neither UNION CARBIDE nor LAMONS will be harmed by the fact of the delay of  
25 Mrs. LEEPER's deposition testimony with regard to asbestos-containing products for which  
26 they are responsible. Rather, UNION CARBIDE and LAMONS hope to profit by  
27 "gamesmanship" and prevent the truth from coming out in discovery and especially to prevent  
28 the jury from ever learning the truth about Mr. LEEPER's use of their products. (See,

1 Greyhound Corp. v. Superior Court (1961) 56 Cal. 2d 355, 376 ("Certainly, it can be said, that  
2 the Legislature intended to take the 'game' element out of trial preparation while yet retaining  
3 the adversary nature of the trial itself. One of the principal purposes of discovery was to do  
4 away 'with the sporting theory of litigation--namely, surprise at trial.' ").)

5 In short, the interests of justice will not be served by the suppression of the truth.

6 B. PLAINTIFFS AND PLAINTIFFS' COUNSEL HAVE ACTED IN GOOD  
7 FAITH

8 Plaintiffs and plaintiffs' counsel were acting in good faith when the stipulation was  
9 entered into, on May 15, 2014. Based upon Mrs. LEEPER's recollection at the time, it was  
10 believed by plaintiffs' counsel that she did not have any knowledge of the asbestos- containing  
11 products to which Mr. LEEPER had been exposed.

12 It was not until just before her deposition was to begin that plaintiffs' counsel learned  
13 that, subsequent to May 15, she had recalled a few of the products at issue herein which Mr.  
14 LEEPER had been working with.

15 It is neither surprising nor remarkable that humans recall things on one date that they  
16 could not recall on any earlier date. Neither UNION CARBIDE nor LAMONS have made any  
17 showing that plaintiffs and/or plaintiffs' counsel did anything untoward or sought any unfair  
18 advantage.

19 Certainly it would not have been in either the plaintiffs' nor plaintiffs' counsel's best  
20 interests to delay Mrs. LEEPER's opportunity to provide her testimony with regard to the  
21 asbestos-containing products which she saw her husband use.

22 C. NEITHER UNION CARBIDE NOR LAMONS HAVE SHOWN ANY  
23 REASON WHY THE TRIAL DATE MUST BE CONTINUED TO AVOID  
24 ANY UNDUE PREJUDICE

25 UNION CARBIDE claims that it will somehow be unable to prepare for trial should  
26 Mrs. LEEPER be allowed to testify regarding the things that she saw outside of her husband's  
27 work sites that would help identify some of the asbestos-containing products to which he had  
28 been exposed. Yet, UNION CARBIDE fails to identify even a single step that it would have to  
take to prepare for trial in the wake of Mrs. LEEPER's anticipated testimony.

1 Tellingly, LAMONS does not even claim that it may be unable to prepare for trial if  
2 Mrs. LEEPER is allowed to testify about what she saw with regard to LAMONS, it simply  
3 "requests that the court vacate the pending trial date." (LAMONS' "Joinder", 2:16-17.)

4 Nonetheless, should either defendant actually need more time to prepare for trial in light  
5 of Mrs. LEEPER's product identification testimony, it would have the right to come to court and  
6 seek such a continuance, upon a showing of actual good cause.

7 This Motion, however, is based only upon hypothetical, theoretical "good cause."

8 Further, as Mr. LEEPER would likely not survive a continuance of his trial date, it is  
9 hard to see how justice would be served by a delay.

10 D. UNION CARBIDE'S REQUEST FOR MONETARY SANCTIONS IS  
11 UNWARRANTED AND UNSUPPORTED

12 UNION CARBIDE makes the rather bizarre claim that it is entitled to some \$2,475.00  
13 in monetary sanctions should it lose this Motion. (Notice of Motion, 2:15-21.) As this Court is  
14 certainly well aware, only the prevailing party can be awarded sanctions in a motion for  
15 protective order. (C.C.P. § 2025.4230(d).) Thus, UNION CARBIDE cannot be awarded  
16 sanctions should the Court deny this Motion for Protective Order.

17 UNION CARBIDE also seeks lesser monetary sanctions should it prevail on this Motion  
18 for Protective Order. However, as explained above, plaintiffs and plaintiffs' counsel have acted  
19 in good faith and oppose the imposition of any monetary sanction because they acted with  
20 substantial justification. Further, it would be unjust to impose monetary sanctions in these  
21 circumstances. (C.C.P. § 2025.4230(d).)

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IV.

CONCLUSION

For the foregoing reasons, defendant UNION CARBIDE CORPORATION's Motion for Protective Order to Enforce Stipulation, or in the Alternative, Vacate and Continue Trial Date and Request for Monetary Sanctions should be denied.

Dated: August 13, 2014

BRAYTON PURCELL LLP

By: 

Oren P. Noah  
Attorneys for Plaintiffs



BRAYTON♦PURCELL, L.L.P.  
ATTORNEYS AT LAW  
222 RUSH LANDING ROAD  
P O BOX 6169  
NOVATO, CALIFORNIA 94948-6169  
(415) 898-1555

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

PROOF OF SERVICE BY FILE & SERVEXPRESS

I am employed in the County of Marin, State of California. I am over the age of 18 years and am not a party to the within action. My business address is 222 Rush Landing Road, P.O. Box 6169, Novato, California, 94948-6169.

On August 13, 2014 I electronically served (E-Service), the following documents:

PLAINTIFFS' OPPOSITION TO DEFENDANT UNION CARBIDE CORPORATION'S MOTION FOR PROTECTIVE ORDER TO ENFORCE STIPULATION, OR IN THE ALTERNATIVE, VACATE AND CONTINUE TRIAL DATE AND REQUEST FOR MONETARY SANCTIONS

DECLARATION OF ERIC C. SOLOMON IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT UNION CARBIDE CORPORATION'S MOTION FOR PROTECTIVE ORDER TO ENFORCE STIPULATION, OR IN THE ALTERNATIVE, VACATE AND CONTINUE TRIAL DATE AND REQUEST FOR MONETARY SANCTIONS

on the interested parties in this action by causing File & ServeXpress E-service program to transmit a true copy thereof to the following party(ies):

SEE ATTACHED SERVICE LIST

The above document was transmitted by File & ServeXpress E-Service and the transmission was reported as complete and without error.

Executed on August 13, 2014 at Novato, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Damon Leeper and Sondra Leeper v. Certainteed Corporation, et al.  
Alameda County Superior Court Case No. RG14711162

Date Created: 8/13/2014-10:28:03 AM  
 Created by: LitSupport - ServiceList - Reporting  
 Matter Number: 109165.003 - Damon Leeper

Run By : Lucio, Claudia (CCL)

**Abbey, Weitzenberg, Warren, & Emery, LLP**  
 100 Stony Point Road  
 Suite 200  
 Santa Rosa, CA 95401  
 707-542-5050 707-542-2589 (fax)  
**Defendants:**  
 Anchor Darling Valve Company  
 (ANCDAR)

**Archer Norris**  
 P.O. Box 8035  
 2033 N. Main Street, Suite 800  
 Walnut Creek, CA 94596  
 925-930-6600 925-930-6620 (fax)  
**Defendants:**  
 Albay Construction Company (ALBAY)  
 Marconi Plastering Company, Inc.  
 (MARCON)

**Bassi, Edlin, Huie & Blum LLP**  
 500 Washington Street  
 Suite 700  
 San Francisco, CA 94111  
 415-397-9006 415-397-1339 (fax)  
**Defendants:**  
 J.T. Thorpe & Son, Inc. (THORPE)  
 Sequoia Ventures Inc. (SEQUOA)

**Becherer, Kannett & Schweitzer**  
 Water Tower  
 1255 Powell Street  
 Emeryville, CA 94608-2604  
 510-658-3600 510-658-1151 (fax)  
**Defendants:**  
 Dillingham Construction N.A., Inc.  
 (DILGHM)

**Berry & Berry**  
 P.O. Box 16070  
 2930 Lakeshore Avenue  
 Oakland, CA 94610  
 510-835-8330 510-835-5117 (fax)  
**Defendants:**  
 Berry & Berry (B&B)

**Bishop, Barry, Drath**  
 Watergate Tower III  
 2000 Powell Street, Suite 1425  
 Emeryville, CA 94608  
 510-596-0888 510-596-0899 (fax)  
**Defendants:**  
 United States Steel Corporation (fka USX  
 Corporation) (USX)

**Brydon Hugo & Parker**  
 135 Main Street, 20<sup>th</sup> Floor  
 San Francisco, CA 94105  
 415-808-0300 415-808-0333 (fax)  
**Defendants:**  
 Dana Companies, LLC (fka Dana  
 Corporation) (DANA)  
 Foster Wheeler LLC (FKA Foster Wheeler  
 Corporation) (FOSTER)  
 Union Carbide Corporation (UNIONC)

**Burnham Brown**  
 1901 Harrison Street, 14<sup>th</sup> Floor  
 Oakland, CA 94612  
 510-444-6800 510-835-6666 (fax)  
**Defendants:**  
 BorgWarner Morse TEC Inc., as successor-  
 by-merger to Borg-Warner Corporation  
 (BWMORS)

**DeHay & Elliston, LLP - Oakland, CA**  
 1111 Broadway, Ste. 1950  
 Oakland, CA 94607  
 510-285-0750 510-285-0740 (fax)  
**Defendants:**  
 Kaiser Gypsum Company, Inc. (KAISGY)

**Foley & Mansfield PLLP**  
 300 South Grand Avenue, Suite 2800  
 Los Angeles, CA 90071  
 213-283-2100 213-283-2101 (fax)  
**Defendants:**  
 Zurn Industries, LLC (ZURN)

**Foley & Mansfield PLLP**  
 300 Lakeside Drive, Suite 1900  
 Oakland, CA 94612  
 510-590-9500 510-590-9595 (fax)  
**Defendants:**  
 Ameron International Corporation  
 (AMERON)  
 Flowserve US Inc. (FLWSRV)  
 Fluor Corporation (FLUOR)  
 Republic Supply Company (REPBLC)  
 Riley Power Inc. (RILPOW)  
 RPI Company (RPICOM)  
 William Powell Company, The (WILPOW)

**K & L Gates, LLP - San Francisco**  
 Four Embarcadero Center  
 Suite 1200  
 San Francisco, CA 94111  
 415-882-8200 415-882-8220 (fax)  
**Defendants:**  
 Crane Co. (CRANCO)

**Lankford Crawford Moreno & Ostertag LLP**  
 1850 Mt. Diablo Blvd.  
 Suite 600  
 Walnut Creek, CA 94596  
 925-300-3520 925-300-3386 (fax)  
**Defendants:**  
 Ford Motor Company (FORD)

**Law Offices of Lucinda L. Storm, Esq.**  
 610A Third Street  
 San Francisco, CA 94107  
 415-777-6990 415-777-6992 (fax)  
**Defendants:**  
 Pacific Gas and Electric Company (PG&E)

**Leader & Berkon LLP**  
 777 S. Figueroa Street, 35<sup>th</sup> Floor  
 Los Angeles, CA 90017  
 213-234-1750 213-234-1747 (fax)  
**Defendants:**  
 ConocoPhillips Company (CONPHI)

**Manion Gaynor & Manning LLP**  
 444 S. Flower Street, Suite 2150  
 Los Angeles, CA 90071  
 213-622-7300 213-622-7313 (fax)  
**Defendants:**  
 A.W. Chesterton Company (CHESTR)

**Manion Gaynor & Manning LLP**  
 201 Spear Street, Suite 1800  
 San Francisco, CA 94105  
 415-512-4381 415-512-6791 (fax)  
**Defendants:**  
 Temporary Plant Cleaners, Inc.  
 (TEMPLA)

**McKenna Long & Aldridge**  
 One Market Plaza  
 Spear Tower, 24<sup>th</sup> Floor  
 San Francisco, CA 94105  
 415-267-4000 415-267-4198 (fax)  
**Defendants:**  
 Certainteed Corporation (CERT)

Date Created: 8/13/2014-10:28:03 AM  
 Created by: LitSupport - ServiceList - Reporting  
 Matter Number: 109165.003 - Damon Leeper

Run By : Lucio, Claudia (CCL)

**Morgan, Lewis & Bockius LLP**  
 One Market, Spear Tower  
 San Francisco, CA 94105  
 415-442-1000 415-442-1001 (fax)  
**Defendants:**  
 Grinnell LLC (fka Grinnell Corporation,  
 aka Grinnell Fire) (GRINN)  
 Santa Fe Braun, Inc. as Successor-in-  
 Interest to C.F. Braun, Inc. (CFBRAN)

**Murrin & Associates LLC**  
 3675 Mt. Diablo Blvd.  
 Suite 230  
 Lafayette, CA 94549  
 925-284-5770 925-262-2111 (fax)  
**Defendants:**  
 Soco West, Inc. (SOCWES)

**Nixon Peabody LLP**  
 One Embarcadero Center  
 Suite 1800  
 San Francisco, CA 94111-3600  
 415-984-8200 866-542-6538 (fax)  
**Defendants:**  
 Shell Oil Company (SHLOIL)

**Perkins Coie LLP**  
 Four Embarcadero Center, Suite 2400  
 San Francisco, CA 94111  
 415-344-7000 415-344-7050 (fax)  
**Defendants:**  
 Georgia-Pacific LLC (fka Georgia-Pacific  
 Corporation) (GP)  
 Honeywell International, Inc. (HONEYW)

**Pond North, LLP**  
 350 South Grand Avenue  
 Suite 3300  
 Los Angeles, CA 90071  
 213-617-6170 213-623-3594 (fax)  
**Defendants:**  
 CBS Corporation (fka Viacom Inc., fka  
 Westinghouse Electric Corporation)  
 (VIACOM)  
 Familian Corporation (FAMILI)  
 Genuine Parts Company (GPC)

**Prindle, Amaro, Goetz, Hillyard, Barnes  
& Reinholtz LLP**  
 310 Golden Shore, Fourth Floor  
 Long Beach, CA 90802  
 562-436-3946 562-495-0564 (fax)  
**Defendants:**  
 Chevron U.S.A. Inc. (CHEUSA)  
 Ingersoll-Rand Company (INGRSL)  
 Trane US, Inc. fka American Standard,  
 Inc. (AMSTAN)  
 Union Oil Company of California  
 (UNOCAL)

**Prindle, Amaro, Goetz, Hillyard, Barnes  
& Reinholtz LLP**  
 101 Montgomery Street, Suite 2150  
 San Francisco, CA 94104  
 415-788-8354 415-788-3625 (fax)  
**Defendants:**  
 Consolidated Insulation, Inc. (CONSOL)

**Sedgwick LLP**  
 333 Bush Street  
 30<sup>th</sup> Floor  
 San Francisco, CA 94104-2834  
 415-781-7900 415-781-2635 (fax)  
**Defendants:**  
 Tosco Corporation (TOSCO)

**Selman Breitman LLP**  
 11766 Wilshire Boulevard 6<sup>th</sup> Floor  
 Los Angeles, CA 90025  
 310-445-0800 310-473-2525 (fax)  
**Defendants:**  
 Keenan Properties, Inc. (KEENAN)

**Selman Breitman LLP**  
 33 New Montgomery 6<sup>th</sup> Floor  
 San Francisco, CA 94105  
 415-979-0400 415-979-2099 (fax)  
**Defendants:**  
 Douglass Insulation Company, Inc.  
 (DOUGLS)  
 Lamons Gasket Company (LAMONS)

**Sinunu Bruni LLP**  
 333 Pine Street, Suite 400  
 San Francisco, CA 94104  
 415-362-9700 415-362-9707 (fax)  
**Defendants:**  
 Timec Company, Inc. (TIMECO)

**Steptoe & Johnson LLP**  
 633 West Fifth St., 7<sup>th</sup> Floor  
 Los Angeles, CA 90071  
 213-439-9400 213-439-9599 (fax)  
**Defendants:**  
 Metropolitan Life Insurance Company  
 (MET)

**Vasquez, Estrada & Conway, LLP**  
 Courthouse Square  
 1000 Fourth Street, Suite 700  
 San Rafael, CA 94901  
 415-453-0555 415-453-0549 (fax)  
**Defendants:**  
 SPX Cooling Technologies, Inc. (fka  
 Marley Cooling Technologies, Inc.)  
 (MCTINC)

**Walsworth, Franklin, Bevins & McCall,  
LLP**  
 601 Montgomery Street, 9<sup>th</sup> Floor  
 San Francisco, CA 94111  
 415-781-7072 415-391-6258 (fax)  
**Defendants:**  
 General Electric Company (GE)  
 Oscar E. Erickson, Inc. (OSCAR)  
 Thomas Dee Engineering Company (DEE)  
 Westburne Supply, Inc. (WESSUP)