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16 [Proposed] Intervenor GREAT AMERICAN
17 INSURANCE COMPANY

ELECTRONICALLY
FILED

***Superior Court of California,
County of San Francisco***

08/12/2021
Clerk of the Court
BY: JACKIE LAPREVOTTE
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

YSIDRO LIMON, SR.,

Plaintiff.

V.

AMCORD, INC., et al.,

Defendants.

CASE No. CGC-15-276378

**EVIDENTIARY PACKET IN SUPPORT
OF SPECIALLY APPEARING AND
[PROPOSED] INTERVENOR GREAT
AMERICAN INSURANCE COMPANY'S
MOTION TO VACATE AND SET ASIDE
DEFAULT AND DEFAULT JUDGMENT,
OR ALTERNATIVELY, MOTION FOR
LEAVE TO FILE COMPLAINT-IN-
INTERVENTION**

[Filed Concurrently with: Notice of Motion; Memorandum of Points and Authorities; Declaration of Laurie S. Julien; Declaration of Flo-Ann Wilson; Request for Judicial Notice; (Proposed) Order]

Date: September 16, 2021
Time: 9:30 a.m.
Dept.: 503

The Hon. Cynthia Ming-Mei Lee

Action Filed: October 18, 2011
Trial Date: None

EXHIBIT NO.	DESCRIPTION
	DECLARATION OF LAURIE S. JULIEN
	DECLARATION OF FLO-ANN WILSON
A.	California Secretary of State Business Search Entity Detail for CF Bolster
B.	Certificate of Dissolution for CF Bolster
C.	Order Granting Plaintiff's Ex Parte Application for Order Directing Service of Summons on the California Secretary of State for C.F. Bolster Company
D.	Proof of Service of the Summons and Complaint on Secretary of State
E.	Plaintiffs' Summons and Complaint
F.	Request for Entry of Default
G.	Default Judgment
H.	Plaintiff Ysidro Limon's face pages of his deposition transcripts
I.	Plaintiff Ysidro Limon's deposition testimony re liability defenses
J.	Plaintiff's alleged exposure work history list
K.	Plaintiff's Answers to Standard Interrogatories and Supplemental/Amended Responses to Standard Interrogatories
L.	Report of Plaintiff's medical expert, Dr. Richard Levy
M.	Declaration of Nancy Williams in Support of Application for Entry of Default
N.	Plaintiff Ysidro Limon's deposition testimony re medical defenses
O.	[Proposed] Answer
P.	August 3, 2020 letter

1	Q.	October 13, 2020 email
2	R.	May 12, 2021 email
3	S.	Plaintiff's Conditional Opposition re: defendant Alex Robertson Company, filed 7/20/2020
4	T.	[Proposed] Complaint-In-Intervention
5	U.	Notice Letter (without enclosures)

8 DATED: August 12, 2021

9 BERKES CRANE ROBINSON & SEAL LLP

10 By:



11 VIIU SPANGLER KHARE
 12 LAURIE S. JULIEN
 13 NARINE LEVONYAN
 14 TAYLOR M. MATSUMOTO
 15 Attorneys for Specially Appearing and [Proposed]
 16 Intervenor GREAT AMERICAN INSURANCE
 17 COMPANY

18 64Q6913.DOCX

28

DECLARATION OF

LAURIE S. JULIEN

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8 Attorneys for Specially Appearing and
[Proposed] Intervenor GREAT AMERICAN
9 INSURANCE COMPANY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

12 YSIDRO LIMON, SR.,

CASE No. CGC-15-276378

Plaintiff,

v.

15 || AMCORD, INC., et al.,

Defendants.

**DECLARATION OF LAURIE S. JULIEN
IN SUPPORT OF SPECIALLY
APPEARING AND [PROPOSED]
INTERVENOR GREAT AMERICAN
INSURANCE COMPANY'S MOTION TO
VACATE AND SET ASIDE DEFAULT
AND DEFAULT JUDGMENT, OR
ALTERNATIVELY, MOTION FOR
LEAVE TO FILE COMPLAINT-IN-
INTERVENTION**

[Filed Concurrently with: Notice of Motion and Motion; Memorandum of Points and Authorities; Declaration of Flo-Ann Wilson; Evidentiary Packet; Request for Judicial Notice; (Proposed) Order]

Date: September 16, 2021
Time: 9:30 a.m.
Dept.: 503

The Hon. Cynthia Ming-Mei Lee

Action Filed: October 18, 2011
Trial Date: None

1 I, LAURIE S. JULIEN, declare as follows:

2 1. I am an attorney duly admitted to practice before the courts of the State of
3 California. I am a partner with Berkes Crane Robinson & Seal LLP, counsel of record for
4 Specially Appearing and [Proposed] Intervenor Great American Insurance Company ("Great
5 American"), in its capacity as a liability insurer for Defendant C.F. Bolster Company
6 ("C.F. Bolster"), in the above matter. I am the lead counsel handling motions to vacate the
7 defaults and default judgments against C.F. Bolster in various asbestos-related bodily injury
8 actions brought against C.F. Bolster, including the above-captioned lawsuit and other actions. I
9 have personal knowledge of the facts set forth herein. If called as a witness, I could and would
10 competently testify to the matters stated herein.

11 2. On January 2, 2015, Plaintiff Ysidro Limon filed a Complaint for personal
12 injuries against numerous defendants alleging that defendants are responsible for his exposure to
13 asbestos-containing products ("the Action"). *See* Exhibit E below. Great American is not a party
14 to the Action. My review of the Court's docket for the Action indicates that Great American was
15 not contemporaneously served with the Summons and Complaint in this Action.

16 3. C.F. Bolster was incorporated on May 2, 1960, and has been dissolved since
17 1985. The officers and directors of C.F. Bolster are believed to be deceased. A true and correct
18 copy of the California Secretary of State Business Search Entity Detail for C.F. Bolster, printed
19 from the Secretary of State website and showing C.F. Bolster's incorporation date, is attached to
20 the Evidentiary Packet as **Exhibit A**. A true and correct copy of the Certificate of Dissolution
21 for C.F. Bolster is attached to the Evidentiary Packet as **Exhibit B**.

22 4. On February 19, 2015, the Court granted Plaintiff's application for permission to
23 serve the summon and complaint on the California Secretary of State instead of C.F. Bolster. A
24 true and correct copy of the Court's Order directing such service is attached to the Evidentiary
25 Packet as **Exhibit C**.

26 5. On or about March 12, 2015, Plaintiff served the California Secretary of State
27 with the summons and complaint in the Action, on behalf of C.F. Bolster, pursuant to the Court
28 granting Plaintiff's Application to allow such service. A true and correct copy of the Proof of

1 Service of the Summons and Complaint on Secretary of State is attached to the Evidentiary
2 Packet as **Exhibit D**. A true and correct copy of Plaintiff's Summons and Complaint is attached
3 to the Evidentiary Packet as **Exhibit E**.

4 6. On May 13, 2015, Plaintiff filed a Request for Entry of Default against
5 C.F. Bolster, resulting in Default being entered on that same date. A true and correct copy of the
6 Request for Entry of Default is attached to the Evidentiary Packet as **Exhibit F**.

7 7. On July 26, 2017, Plaintiff filed an Application for Default Judgment, and on
8 September 26, 2017, the Court entered a Default Judgment against C.F. Bolster in the amount of
9 \$828,061.04. A true and correct copy of the Default Judgment is attached to the Evidentiary
10 Packet as **Exhibit G**.

11 8. C.F. Bolster has meritorious arguments as to liability. One defense that C.F.
12 Bolster would pursue at trial is that Plaintiff cannot surmount his burden of proving causation-in-
13 fact as to C.F. Bolster's activities. There is no admissible evidence that C.F. Bolster was involved
14 with the identified jobsites during the time period of alleged exposure. Plaintiff was deposed over
15 the course of three days, and he did not identify C.F. Bolster at any of his jobsites. Furthermore,
16 under my direction, attorney Taylor Matsumoto of my office reviewed the deposition transcripts
17 and word indices of Plaintiff Ysidro Limon taken in this matter, for any identification or
18 reference to C.F. Bolster. I have been apprised of the results of that search, which is that C.F.
19 Bolster was neither identified nor otherwise mentioned at Plaintiff's deposition. A true and
20 correct copy of Plaintiff 's deposition transcript face pages are attached to the Evidentiary Packet
21 as **Exhibit H**. A true and correct copy of pertinent portions of Plaintiff 's deposition testimony,
22 supporting such defense, is attached to the Evidentiary Packet as **Exhibit I**. A true and correct
23 copy of Plaintiff's alleged exposure work history list is provided in Exhibit F of the Declaration
24 of Nancy T. Williams in support of Plaintiff's Application for Entry of Default Judgment against
25 C.F. Bolster Company and is attached to the Evidentiary Packet as **Exhibit J**. A true and correct
26 copy of Plaintiff's responses and supplemental responses to Standard Interrogatories are attached
27 to the Evidentiary Packet as **Exhibit K**.

28 9. C.F. Bolster has meritorious arguments as to damages. As to economic damages,

1 C.F. Bolster can argue that the \$78,061.04 in non-economic damages awarded to Plaintiff is
2 unsupported by evidence or Plaintiff's prove-up documents given his serious medical conditions
3 unrelated to his alleged asbestos exposure, such as hypertension, diabetes, coronary bypass
4 surgery, prostate cancer, anemia, coronary artery calcification, total hip and knee replacement.
5 C.F. Bolster would assert that Plaintiff's cardiovascular condition and comorbidities would have
6 significantly reduced Plaintiff's life expectancy, which undercuts any claimed damages for loss
7 of income, household services, and cost of future medical care. A true and correct copy of Dr.
8 Richard Levy's Medical Legal Review is attached to the Evidentiary Packet as **Exhibit L**. A
9 true and correct copy of the Declaration of Nancy Williams in Support of Application for Entry
10 of Default Judgment is attached to the Evidentiary Packet as **Exhibit M**.

11 10. To the extent applicable, C.F. Bolster may also argue that Plaintiff became at least
12 partially disabled when he had surgery on his left knee in 2007, and on his right knee in 2010,
13 which resulted in the loss or reduction of any claimed household services for reasons entirely
14 unrelated to any alleged exposure to asbestos. Plaintiff testified at deposition that he has been
15 using a walker since that time. A true and correct copy of pertinent portions of Plaintiff's
16 deposition testimony, supporting such defense, is attached to the Evidentiary Packet as **Exhibit**
17 **N**. Plaintiff's medical history also includes a hip replacement. A true and correct copy of the Dr.
18 Richard Levy's Medical Legal Review is attached to the Evidentiary Packet as **Exhibit L**.

19 11. Moreover, C.F. Bolster would argue that Plaintiff is entitled only to those medical
20 expenses actually paid, thereby reducing its exposure to economic damages. C.F. Bolster would
21 also assert that any economic damages awarded must take into account credits for past
22 settlements, to which C.F. Bolster would be entitled at trial. Further, assuming liability, each
23 defendant is responsible only for its share of non-economic damages, based on the relative fault
24 of all defendants. C.F. Bolster would use these defenses at a trial on the merits, thereby limiting
25 its exposure to economic and non-economic damages.

26 12. Additional defenses, known to date, are depicted in the [Proposed] Answer to the
27 Complaint. And, given the opportunity to conduct discovery, I expect that C.F. Bolster would be
28 able to assert additional defenses. A true and correct copy of the [Proposed] Answer is attached

1 to the Evidentiary Packet as **Exhibit O**.

2 13. On August 3, 2020, I communicated with Plaintiff's counsel and asked that
3 Plaintiff stipulate to vacate the defaults and default judgments, in their entirety, in this Action
4 and the five other similar actions involving C.F. Bolster. A true and correct copy of my August
5 3, 2020 letter is attached to the Evidentiary Packet as **Exhibit P**. Plaintiff declined to stipulate to
6 vacate the defaults and default judgments in their entirety, taking the position that they should
7 remain in place as to C.F. Bolster and its other insurers. While no stipulation was reached,
8 counsel for Plaintiff in this Action and the other five actions offered to make settlement demands
9 in each case. The settlement demands were conveyed to Viiu Spangler Khare of my office by e-
10 mail on October 21, 2020. Once those demands were received, the attorneys assigned to each
11 case diligently investigated and analyzed liability and damages, to assess the settlement value of
12 the cases. The assigned attorneys in my office obtained and reviewed voluminous discovery
13 responses and deposition transcripts in this Action and other actions, investigated liability and
14 damages, and then Ms. Khare engaged in settlement negotiations with Plaintiff's counsel.
15 Unfortunately, neither this Action nor the other actions against C.F. Bolster resolved.

16 14. The negotiations between me and Ms. Khare at my office, on the one hand, and
17 Plaintiff's counsel, David Donadio and Richard Grant, on the other hand, related to stipulations
18 to vacate the defaults/default judgment in the six actions involving C.F. Bolster took place
19 beginning in August 2020, and the negotiations concerning settlement took place through May
20 2021. In May 2021, Plaintiff cut off negotiations. In order to allow sufficient time to attempt to
21 negotiate a stipulation and/or settlement of the six C.F. Bolster matters, Plaintiff has agreed not
22 to assert lack of diligence from August 3, 2020 through May 2021. A true and correct copy of
23 the October 13, 2020 email concerning the parties' agreement that Plaintiff's do not and will not
24 to assert lack of diligence is attached to the Evidentiary Packet as **Exhibit Q**. A true and correct
25 copy of the follow-up May 12, 2021 e-mail string regarding the parties' agreement that Plaintiff
26 does not and will not to assert lack of diligence is attached to the Evidentiary Packet as **Exhibit**
27 **R**. Because the matter did not resolve, in June 2021, various attorneys in my office, under my
28 direction, began drafting motions to vacate in the six cases wherein defaults and/or default

1 judgments were obtained against C.F. Bolster.

2 15. The risk of leaving the Default in place against C.F. Bolster is that Plaintiff could
3 pursue a new multi-million dollar default judgment based thereon, and seek to enforce it against
4 C.F. Bolster or any of its other insurers, while Plaintiff is simultaneously seeking recovery
5 against C.F. Bolster in this Action. Similarly, the risk of leaving the Default Judgment in place
6 but ruling that it is unenforceable against Great American is that there will be competing
7 judgments and determinations of liability and damages against C.F. Bolster in favor of Plaintiff,
8 and Plaintiff could try to recover on the Default Judgment and also seek recovery in this Action.
9 Although Plaintiff will obtain full recovery to which he is entitled as against C.F. Bolster in the
10 trial of this Action, Plaintiff could simultaneously seek additional recoveries as against C.F.
11 Bolster by seeking to enforce the Default Judgment or any new default judgment against C.F.
12 Bolster, its shareholders, or C.F. Bolster's other insurers (which may or may not have received
13 notice of this Action). The trial of this Action will result in a defense verdict or award on the
14 merits, which will compete against the Default Judgment or any new default judgment obtained,
15 leading to inconsistent determinations of liability and damages, the opportunity for multiple
16 recoveries, and the substantial likelihood of future litigation. Additionally, should Plaintiff seek
17 to enforce the Default Judgment or any new default judgment against C.F. Bolster, its
18 shareholders or any other insurers, the defendants/insurers in that litigation may seek
19 subrogation, reimbursement and/or equitable indemnity against Great American, and C.F.
20 Bolster and its shareholders may pursue a bad faith claim against Great American. As a result,
21 vacating the Default and/or Default Judgment in part will result in confusion, inconsistent
22 verdicts, double recovery, further litigation, and a waste of judicial resources. Finally, as the
23 summons and complaint were served on the Secretary of State and C.F. Bolster did not receive
24 actual notice of this Action, there is no predicate for leaving the Default and/or Default Judgment
25 in place as to C.F. Bolster.

26 16. In another action involving C.F. Bolster, the Brayton Purcell firm argued for the
27 ability to obtain double recovery against another defaulting defendant, and argued that they
28 should be permitted to seek a new default judgment based on the partially vacated default, while

1 the insurer for that party is litigating the case on that defendant's behalf. Such position aptly
2 demonstrates the danger in vacating the Default only as against Great American, while leaving it
3 in place as to C.F. Bolster. A true and correct copy of Plaintiff's Conditional Opposition
4 regarding defendant Alex Robertson, filed in the action of *Steadman v. Asbestos Corp.*, Case No.
5 BC496102 on July 20, 2020, is attached to the Evidentiary Packet as **Exhibit S**.

6 17. Great American has followed proper procedures by seeking leave to file the
7 Complaint-in-Intervention, should the Court deem it necessary. In intervening, Great American
8 would assert the same defenses that would have been asserted by C.F. Bolster if it were
9 permitted to defend itself, including those identified in the proposed Complaint-in-Intervention.
10 Accordingly, intervention will not enlarge the issues beyond those that would have been raised
11 by C.F. Bolster itself, i.e., its defenses to liability and damages. A true and correct copy of the
12 [Proposed] Complaint-in-Intervention is attached to the Evidentiary Packet as **Exhibit T**.

13 18. There has been no trial on the merits as to C.F. Bolster; thus, Plaintiff will not be
14 prejudiced by allowing the litigation of its claim on the merits against C.F. Bolster. To the
15 contrary, Plaintiff's lack of notice to Great American – until after it secured the Default
16 Judgment -- is the conduct that may ultimately cause any alleged inconvenience and additional
17 costs to Plaintiff.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct and that this declaration was executed on August 11, 2021 in Los
20 Angeles, California.

Laurie S. Julien

LAURIE S. JULIEN

24 | 6406909.DOCX

DECLARATION OF

FLO-ANN WILSON

1 BERKES CRANE ROBINSON & SEAL LLP
2 Viiu Spangler Khare (SBN 190429)
3 *vspanglerkhare@bcrlaw.com*
4 Laurie S. Julien (SBN 136974)
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14 Attorneys for Specially Appearing and
15 [Proposed] Intervenor GREAT AMERICAN
16 INSURANCE COMPANY

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF SAN FRANCISCO**

19 YSIDRO LIMON, SR.,

20 CASE No. CGC-15-276378

21 Plaintiff,

22 **DECLARATION OF FLO-ANN WILSON
IN SUPPORT OF SPECIALLY
APPEARING AND [PROPOSED]
INTERVENOR GREAT AMERICAN
INSURANCE COMPANY'S MOTION TO
VACATE AND SET ASIDE DEFAULT
AND DEFAULT JUDGMENT, OR
ALTERNATIVELY, MOTION FOR
LEAVE TO FILE COMPLAINT-IN-
INTERVENTION**

23 v.

24 AMCORD, INC., et al.,

25 Defendants.

26 [Filed Concurrently with: Notice of Motion;
27 Memorandum of Points and Authorities;
28 Declaration of Laurie S. Julien; Evidentiary
Packet; Request for Judicial Notice (Proposed)
Order]

Date: September 16, 2021

Time: 9:30 a.m.

Dept.: 503

The Hon. Cynthia Ming-Mei Lee

Action Filed: October 18, 2011
Trial Date: None

1 I, FLO-ANN WILSON, declare as follows:

2 1. I am a Claim Technical Director of Asbestos & Environmental Claims for
3 Specially Appearing Great American Insurance Company ("Great American"), in its capacity as
4 an insurer for Defendant C.F. Bolster Company ("C.F. Bolster"), in the above matter. I have
5 personal knowledge of the facts set forth herein. If called as a witness, I could and would
6 competently testify to the matters stated herein.

7 2. I am the primary claims handler for asbestos-related bodily injury claims brought
8 against C.F. Bolster, including the above-captioned matter. In my capacity as the primary file
9 handler, I have reviewed the claim file materials recently assembled for the captioned lawsuit,
10 including the correspondence and documents related to notice of this lawsuit. I have requested
11 and been apprised of searches conducted to determine when and how Great American first
12 received notice of the captioned lawsuit. I am charged with investigating coverage, deciding
13 whether a defense is to be provided, investigating the facts of the claim, and considering the
14 defenses to liability and damages (along with defense counsel) in connection with this lawsuit. I
15 am also handling the efforts to vacate and set aside the default judgments and/or entry of defaults
16 against C.F. Bolster in another asbestos-related action.

17 3. Great American issued primary liability insurance to C.F. Bolster under policy
18 No. BP 3460472, with a policy period from January 1, 1974 to January 1, 1977, and policy No.
19 BP 2031010, with a policy period from July 1, 1979 to July 1, 1982. Great American has agreed
20 to defend C.F. Bolster in this Action, under those primary policies, subject to a reservation of
21 rights.

22 4. Great American was not contemporaneously served with any summons or
23 complaint in this Action, and Great American was not notified of service on the California
24 Secretary of State on behalf of C.F. Bolster. No person or entity on behalf of C.F. Bolster
25 tendered defense of this Action to Great American, or otherwise notified Great American of this
26 Action, at any time.

27 5. Great American was not contemporaneously served with or notified about
28 Plaintiff's Request for Entry of Default against C.F. Bolster. Likewise, Great American was not

1 contemporaneously served with or notified about Plaintiff's Application for Default Judgment
2 against C.F. Bolster. Based on the internal investigation conducted, there is no indication that
3 Great American received notice of this Action as against C.F. Bolster at any time prior to May
4 28, 2020. Rather, Great American first learned of this Action as against C.F. Bolster, the Default
5 and the Default Judgment, when Plaintiff's counsel sent a letter to Great American dated May
6 21, 2020 ("Notice Letter"), which Great American received on May 28, 2020. In other words,
7 Great American first learned of this action **more than five years** after it was filed and Default
8 was entered, and **nearly three** years after the Default Judgment was obtained against C.F.
9 Bolster. A true and correct copy of the Notice Letter (without enclosures) is attached to the
10 Evidentiary Packet as **Exhibit U**.

11 6. Great American did not initially present a defense to this Action on C.F. Bolster's
12 behalf because Great American did not learn of this Action against C.F. Bolster until it was too
13 late to initially defend the Action, as the Default and Default Judgment had already been secured.
14 Great American relies on tenders by its insureds or notice by the claimant to be in the position to
15 investigate and defend an action. Absent notice, Great American lacked the opportunity to
16 initially mount a defense on behalf of C.F. Bolster, through counsel, and no amount of prudence
17 could have alerted Great American to the pendency of this Action. The lack of notice and tender
18 deprived Great American of the opportunity to initially defend the Action on behalf of C.F.
19 Bolster, and will result in actual prejudice to Great American, absent the relief sought by this
20 Motion to Vacate.

21 7. Once notified, Great American worked diligently to investigate possible policies
22 and coverage, and obtain relief from the Default and Default Judgment against C.F. Bolster.
23 Great American first learned of this Action on May 28, 2020, but was not presented with any
24 liability policy under which a defense could be owed. Great American was required to
25 investigate including conducting searches to determine whether it had in fact insured C.F.
26 Bolster, and if so, the coverages and provisions of any such policy or policies, including
27 conducting searches for policy documents themselves. Within two months of being notified of
28 this Action, Great American learned of sufficient information to agree to defend C.F. Bolster

1 under reservation of rights, and so notified Plaintiff's counsel. Since being notified of this
2 Action, Great American also investigated: Plaintiff's service of process and the appropriateness
3 of serving the Secretary of State; the identities and contact information for former corporate
4 officers and directors of C.F. Bolster; the corporate history of C.F. Bolster; notification of the
5 claim to Great American; and, information about this suit and C.F. Bolster's alleged
6 involvement. Great American simultaneously learned of and investigated five (5) another similar
7 cases against C.F. Bolster that were also filed by Plaintiff's counsel, agreed to defend C.F.
8 Bolster in those matters, and retained defense counsel to vacate and set aside the defaults and
9 defaults judgments in those actions.

10 8. Upon learning of this Action though the Notice Letter (Exhibit U), Great
11 American promptly and diligently investigated coverage, agreed to defend C.F. Bolster under
12 reservation of rights, retained counsel to defend C.F. Bolster, including the initial step of seeking
13 relief from the Default and Default Judgment by attempting to negotiate a stipulation, or seeking
14 relief through a formal motion to vacate. *See* Declaration of Laurie S. Julien, filed concurrently
15 herewith.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct, and that this declaration was executed on August 11, 2021, in
18 Batavia, Ohio.

Scottie Wilson
FLO-ANN WILSON

23 | 64Q6911.DOCX

EXHIBIT A

Dr. Shirley N. Weber
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, June 30, 2021. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C0395541 C. F. BOLSTER COMPANY

Registration Date:	05/02/1960
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	DISSOLVED
Agent for Service of Process:	E M RATLIFF 5020 BLEECKER ST BALDWIN PARK CA 91706
Entity Address:	5020 BLEECKER ST BALDWIN PARK CA 91706
Entity Mailing Address:	5020 BLEECKER ST BALDWIN PARK CA 91706

This entity is not eligible for online records requests. To order a Certificate of Status, please complete and return the [Business Entities Records Order Form](#)

Document Type	File Date	PDF
DISSOLUTION	10/02/1985	
ELECTION TO DISSOLVE	06/26/1985	
SI-COMPLETE	04/10/1985	
REGISTRATION	05/02/1960	Image unavailable. Please request paper copy.

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)[New Search](#)[Back to Search Results](#)

EXHIBIT B

D190420

395541

FILED

In the office of the Secretary of State
of the State of California

OCT 2 1985

MARCH FONG EU, Secretary of State

By Debbie Glass Deputy

CERTIFICATE OF DISSOLUTION

OF

C. F. BOLSTER COMPANY
a California corporation

E. M. RATLIFF and HELEN C. RATLIFF certify that:

1. They constitute a majority of the Directors now in office of C. F. BOLSTER COMPANY, a California corporation.
2. The corporation has been completely wound up.
3. The corporation's known debts and liabilities have been actually paid.
4. The corporation's known assets have been distributed to the persons entitled thereto.
5. The corporation is dissolved.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATED: September 23, 1985.

E.M. Ratliff
E. M. RATLIFF Director

Heleen C. Ratliff
HELEN C. RATLIFF Director



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
SACRAMENTO, CALIFORNIA 95857
TELEPHONE (916) 355-0895

TAX CLEARANCE
CERTIFICATE

August 21, 1985

EXPIRATION DATE: November 15, 1985

Frank Barclay
3600 Wilshire Blvd., Suite 2220
Los Angeles, CA 90010

ISSUED TO: C F Bolster Company
Corporate Number 0395541

THIS IS TO CERTIFY THAT all taxes imposed on the above corporation under the Bank and Corporation Tax Law have been paid or are secured by bond deposit or other security.

A copy of this Tax Clearance Certificate has been sent to the Office of the Secretary of State at Sacramento, California. The original of this certificate may be retained for the files of the corporation.

The required Secretary of State forms to dissolve, withdraw, or merge must be obtained from and filed with the Office of the Secretary of State at 1230 J Street, Sacramento, CA 95814 by the EXPIRATION DATE of this notice.

NOTE: If the above process is NOT completed with the Office of the Secretary of State prior to the expiration date, the corporation remains subject to the filing requirements of the Bank and Corporation Tax Law.

FRANCHISE TAX BOARD

By J. Snyder
Tax Clearance Unit
Corporation Audit
Telephone (916) 355-0895

JS:rk

FTB 2570-ATS (REV. 1-85)

SECRETARY OF STATE

EXHIBIT C

Trans ID: 56666972

FILED

San Francisco County Superior Court

FEB 19 2015

CLERK OF THE COURT

BY: Jeanine Alameda
Deputy Clerk

1 DAVID R. DONADIO, ESQ., S.B. #154436
2 BRAYTON◆PURCELL LLP
3 Attorneys at Law
4 222 Rush Landing Road
5 P.O. Box 6169
Novato, California 94948
(415) 898-1555
Tentative Ruling Contest Email: contestasbestosTR@braytonlaw.com
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Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

YSIDRO LIMON, SR.,
Plaintiff,
vs.
AMCORD, INC., et al.,
Defendants.

} ASBESTOS
No. CGC-15-276378

ORDER DIRECTING SERVICE OF C.F.
BOLSTER COMPANY , BY DELIVERY OF
PROCESS TO SECRETARY OF STATE

[C.C.P. §416.20(b); Corp. Code § 2011(b)]

Date: January 28, 2015

Time: 11:00 a.m.

Dept.: 503 - The Hon. Teri Jackson

Trial Date: Not Set Yet

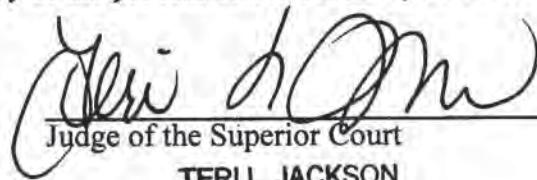
Filing Date: January 2, 2015

On reviewing the application of Brayton◆Purcell LLP on behalf of plaintiff, the declaration of Nancy T. Williams for an Order Directing Service of Summons on Defendant C.F. BOLSTER COMPANY process to Secretary of State, and it satisfactorily appearing to this Court that Defendant C.F. BOLSTER COMPANY, was a domestic corporation, now forfeited or dissolved, and that all of Defendant's former corporate officers are deceased or unlocateable, and therefore Defendant cannot be served.

IT IS ORDERED that service on Defendant C.F. BOLSTER COMPANY be made by personal delivery to the Secretary of State of California, or to an assistant or deputy secretary of state, of a copy of the Complaint herein, a summons listing the defendants, along with a copy of plaintiff's Statement of Damages.

1 Moreover, a copy of this order shall also be served by personal delivery to the Secretary
2 of State of California or to an assistant or deputy Secretary of State. Service is deemed complete
3 on the tenth (10th) day after delivery of the process to the Secretary of State.

4 Dated: 2/19/15


5 _____
6 Judge of the Superior Court
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TERI L. JACKSON

EXHIBIT D

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) David R. Donadio (State Bar # 154436) Brayton > Purcell 222 Rush Landing Rd., Novato, California 94948-6169 TELEPHONE NO.: (415) 898-1555 FAX NO. (Optional): (415) 898-1247 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff(s)</p> <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:</p>	<p>FOR COURT USE ONLY</p>
<p>PLAINTIFF/PETITIONER: Ysidro Limon, Sr.</p> <p>DEFENDANT/RESPONDENT: Amcord, Inc., et.al.</p>	<p>ELECTRONICALLY FILED <i>Superior Court of California, County of San Francisco</i> MAR 25 2015 Clerk of the Court BY: ANNIE PASCUAL</p>
<p>PROOF OF SERVICE OF SUMMONS</p>	<p>CASE NUMBER: Deputy Clerk CGC-15-276378 Ref. No. or File No.: GRP. 1255</p>

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (*served in complex cases only*)
 - e. cross-complaint
 - f. other (*specify documents*): Statement of Damages, Notice of Status Conference, Preliminary Fact Sheet, Order Directing Service to California Secretary of State
3. a. Party served (*specify name of party as shown on documents served*):

C.P. Bolster Company

b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (*specify name and relationship to the party named in item 3a*):
 Debbie Arcuri, Authorized Agent for Service

4. Address where the party was served: California Secretary of State
 1500 11th Street
 Sacramento, CA 95814

5. I served the party (*check proper box*)
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 3/12/15 (2) at (time): 4:09pm
 - b. by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (*name and title or relationship to person indicated in item 3*):

- (1) (**business**) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
- (2) (**home**) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
- (3) (**physical address unknown**) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
- (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
- (5) I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: Ysidro Limon, Sr.

CASE NUMBER

DEFENDANT/RESPONDENT: Amcord, Inc., et.al.

CGC-15-276378

5. c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

(1) on (date):

(2) from (city):

(3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)(4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)d. by other means (specify means of service and authorizing code section): Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

a. as an individual defendant.b. as the person sued under the fictitious name of (specify):c. as occupant.d. On behalf of (specify): C.F. Bolster Company
under the following Code of Civil Procedure section: 416.10 (corporation) 415.95 (business organization, form unknown) 416.20 (defunct corporation) 416.60 (minor) 416.30 (joint stock company/association) 416.70 (ward or conservatee) 416.40 (association or partnership) 416.90 (authorized person) 416.50 (public entity) 415.46 (occupant) other:

7. Person who served papers

a. Name: Monica Lepe

b. Address: 222 Rush Landing Road, Novato, CA 94948

c. Telephone number:

d. The fee for service was: \$

e. I am:

(1) not a registered California process server.(2) exempt from registration under Business and Professions Code section 22350(b).(3) a registered California process server:(i) owner employee independent contractor.

(ii) Registration No.:

(iii) County:

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

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 3/18/15

Monica Lepe

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

EXHIBIT E

SUMMONS (CITATION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
AMCORD, INC.
AND SEE ATTACHED LIST.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTA DEMANDANDO EL DEMANDANTE):
YSIDRO LIMON, SR.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts

Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
SAN FRANCISCO COUNTY SUPERIOR COURT
400 McAllister Street
San Francisco, CA 94102

Case Number:
00015 276378

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
DAVID R. DONADIO, ESQ., STATE BAR NO. 154436

BRAYTON+PURCELL LLP
222 Rush Landing Road, Novato, CA 94948-6169

(415) 898-1555

DE LA VEGA-NAVARRO, Rossaly

, Deputy
(Adjunto)

DATE: **JAN 02 2015** CLERK OF THE COURT

Clerk, by _____
(Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

[SEAL]

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
under: CCP 416.10 (corporation) CCP 416.60(minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association of partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

SHORT TITLE: YSIDRO LIMON, SR. v. AMCORD, INC., et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (*Check only one box. Use a separate page for each type of party.*):

Plaintiff Defendant Cross-Complainant Cross-Defendant

CERTAINTEED CORPORATION;
 COLONIAL SUGAR REFINING COMPANY;
 GEORGIA-PACIFIC LLC (FKA GEORGIA-PACIFIC CORPORATION);
 HONEYWELL INTERNATIONAL, INC.;
 KAISER GYPSUM COMPANY, INC.;
 KELLY-MOORE PAINT COMPANY, INC.;
 METROPOLITAN LIFE INSURANCE COMPANY;
 GRINNELL LLC (FKA GRINNELL CORPORATION, AKA GRINNELL FIRE);
 FAMILIAN CORPORATION;
 K & R AUTOMOTIVE;
 ANHEUSER-BUSCH, LLC (FKA ANHEUSER-BUSCH, INC.);
 C.F. BOLSTER COMPANY;
 PIERCE LATHING CO. (DBA PIERCE ENTERPRISES);
 MARTIN BROTHERS/MARCOWALL, INC.;
 BOLSTER-DUNCAN, A JOINT VENTURE, CONSISTING OF CARROLL DUNCAN & CO. AND C. F. BOLSTER COMPANY, PARTNERS;
 E.S. BROWNING CO.;
 CARROLL DUNCAN & CO.;
 and DOES 1 through 800, inclusive, as required by California law on joint and several liability pursuant to California Civil Code § 1431.2 enacted by the People of the State of California.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):

DAVID R. DONADIO, ESQ., STATE BAR NO. 154436
 BRAYTON+PURCELL LLP
 222 Rush Landing Road
 Novato, California 94948-6169
 TELEPHONE NO. (415) 898-1555

FAX NO. (415) 898-1247

ATTORNEY FOR (NAME): Plaintiff(s)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: 400 McAllister Street

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco, CA 94102

BRANCH NAME:

CASE NAME:

YSIDRO LIMON, SR. vs. AMCORD, INC., et al.

CIVIL CASE COVER SHEET

Unlimited Limited
 (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder
 Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

CGC 15-276378
 JUDGE:
 CGC 15-276378

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below of the case type that best describes this case:

Auto Tort
 Auto (22)
 Uninsured motorist (46)
 Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
 Asbestos (04)
 Product Liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)
 Non-PI/PD/WD (Other) Tort
 Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)
 Employment
 Wrongful termination (36)
 Other employment (15)

Contract
 Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other Collections (09)
 Insurance coverage (18)
 Other contract (37)
 Real Property
 Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)
 Unlawful Detainer
 Commercial (31)
 Residential (32)
 Drugs (38)
 Judicial Review
 Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
 Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental / Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
 Enforcement of judgment (20)

Miscellaneous Civil Complaint
 RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal court
- f. Substantial post-judgment judicial supervision

3. Remedies sought (check all that apply): a. monetaryb. nonmonetary; declaratory or injunctive reliefc. punitive

4. Number of causes of action (specify): 7

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 12/31/14

David R. Donadio
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
 - File this cover sheet in addition to any cover sheet required by local court rule.
 - If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
 - Unless this is a collections case under rule 3.740 or a complex case, this cover sheet shall be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto/Tort

- Auto (22)—Personal Injury/Property
 - Damage/Wrongful Death
 - Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury
 - Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)
- Employment
 - Wrongful Termination (36)
 - Other Employment (15)

CASE TYPES AND EXAMPLES

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract (*not unlawful detainer or wrongful eviction*)
 - Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
 - Negligent Breach of Contract/Warranty
 - Other Breach of Contract/Warranty
 - Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
 - Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
 - Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

CASE NUMBER: CGC-15-276378 YSIDRO LIMON SR. VS. AMCORD, INC. ET AL

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: DEC-17-2015

TIME: 1:30PM

**PLACE: Department 503
400 McAllister Street
San Francisco, CA 94102-3680**

All parties must appear and comply with California Rules of Court 3.110

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state.

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

1 ALAN R. BRAYTON, ESQ., S.B. #73685
2 DAVID R. DONADIO, ESQ., S.B. #154436
3 JAMES P. NEVIN, ESQ., S.B. #220816
NANCY T. WILLIAMS, ESQ., S.B. #201095
3 BRAYTON PURCELL LLP
Attorneys at Law
4 222 Rush Landing Road
P.O. Box 6169
5 Novato, California 94948-6169
(415) 898-1555
6 Attorneys for Plaintiff
7

ENDORSED
FILED
Superior Court of California
County of San Francisco
JAN 02 2015
CLERK OF THE COURT
BY: ROSSALY DELAVEGA-NAVARRO
Deputy Clerk

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

10
11 YSIDRO LIMON, SR.,) ASBESTOS CGC 15 276378
12 Plaintiff,) No.
13 vs.) COMPLAINT FOR PERSONAL INJURY -
ASBESTOS
14 AMCORD, INC.;) (Pursuant to Case Management Order, Filed
15 CERTAINTEED CORPORATION;) June 29, 2012)
16 COLONIAL SUGAR REFINING) Index of Causes of Action:
COMPANY;)
17 GEORGIA-PACIFIC LLC (FKA GEORGIA-)
PACIFIC CORPORATION);)
18 HONEYWELL INTERNATIONAL, INC.;)
KAISER GYPSUM COMPANY, INC.;)
19 KELLY-MOORE PAINT COMPANY, INC.;)
METROPOLITAN LIFE INSURANCE)
COMPANY;)
GRINNELL LLC (FKA GRINNELL)
CORPORATION, AKA GRINNELL FIRE);)
20 FAMILIAN CORPORATION;)
K & R AUTOMOTIVE;)
21 ANHEUSER-BUSCH, LLC (FKA)
ANHEUSER-BUSCH, INC.);)
C.F. BOLSTER COMPANY;)
23 PIERCE LATHING CO. (DBA PIERCE)
ENTERPRISES);)
24 MARTIN BROTHERS/MARCOLAW,)
INC.;)
25 BOLSTER-DUNCAN, A JOINT VENTURE,)
CONSISTING OF CARROLL DUNCAN &)
CO. AND C. F. BOLSTER COMPANY,)
PARTNERS;)
27 E.S. BROWNING CO.;)
CARROLL DUNCAN & CO.;)
28 and DOES 1 through 800, inclusive, as)

1. Negligence I
2. Products Liability
3. Negligence II
4. Aiding and Abetting Battery [Against
Metropolitan Life Insurance Company
and Does 750-790, Inclusive]
5. Concert of Action
6. Fraud and Deceit/Concealment
7. Fraud and Deceit/Intentional
Misrepresentation

1 required by California law on joint and several)
2 liability pursuant to California Civil Code)
3 § 1431.2 enacted by the People of the State of)
California,)
4 Defendants.)

5 **FIRST CAUSE OF ACTION**
(Negligence I)

6
7 PLAINTIFF YSIDRO LIMON, SR. COMPLAINS OF DEFENDANTS HEREIN
8 BELOW NAMED, THEIR "ALTERNATE ENTITIES" AND EACH OF THEM, FOR A
9 CAUSE OF ACTION FOR NEGLIGENCE I, PURSUANT TO CIVIL CODE § 1714, BAJI
10 3.00, 3.10, 3.11, 3.12, 3.76, 3.77, 3.78, 9.19, 9.20, 9.21, AND CACI 400, 401, 431, 435, 1220,
11 1221, 1222, 1223, AND ALLEGES:

12 1. The true names and capacities, whether individual, corporate, associate,
13 governmental or otherwise, of defendants DOES 1 through 300, inclusive, are unknown to
14 plaintiff at this time, who therefore sues said defendants by such fictitious names. When the true
15 names and capacities of said defendants have been ascertained, plaintiff will amend this
16 complaint accordingly. Plaintiff is informed and believes, and thereon alleges, that each
17 defendant designated herein as a DOE is responsible, negligently or in some other actionable
18 manner, for the events and happenings hereinafter referred to, and caused injuries and damages
19 proximately thereby to the plaintiff, as hereinafter alleged.

20 2. At all times herein mentioned, each of the defendants was the agent, servant,
21 employee and/or joint venturer of his co-defendants, and each of them, and at all said times, each
22 defendant was acting in the full course and scope of said agency, service, employment and/or
23 joint venture.

24 3. Plaintiff is informed and believes, and thereon alleges that at all times herein
25 mentioned, defendants: AMCORD, INC.; CERTAINEED CORPORATION; COLONIAL
26 SUGAR REFINING COMPANY; GEORGIA-PACIFIC LLC (FKA GEORGIA-PACIFIC
27 CORPORATION); HONEYWELL INTERNATIONAL, INC.; KAISER GYPSUM COMPANY,
28 INC.; KELLY-MOORE PAINT COMPANY, INC.; METROPOLITAN LIFE INSURANCE

1 COMPANY; GRINNELL LLC (FKA GRINNELL CORPORATION, AKA GRINNELL FIRE);
2 FAMILIAN CORPORATION; K & R AUTOMOTIVE; and DOES 1 through 300, inclusive,
3 were individuals, or corporations, partnerships and/or unincorporated associations organized and
4 existing under and by virtue of the laws of the State of California, or the laws of some other state
5 or foreign jurisdiction, and that said defendants, and each of them, were and are authorized to do
6 and are doing business in the State of California, and that said defendants have regularly
7 conducted business in the County of San Francisco, State of California.

8 4. At all times herein mentioned, each of the named defendants and DOES 1 through
9 300 was the successor, successor in business, successor in product line or a portion thereof,
10 assign, predecessor, predecessor in business, predecessor in product line or a portion thereof,
11 parent, subsidiary, wholly or partially owned by, or the whole or partial owner of or member in
12 an entity researching, studying, manufacturing, fabricating, designing, modifying, labeling,
13 assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting,
14 servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding,
15 manufacturing for others, packaging and advertising a certain substance, the generic name of
16 which is asbestos and other products containing said substance. Said entities shall hereinafter
17 collectively be called "alternate entities." Each of the herein named defendants is liable for the
18 tortious conduct of each successor, successor in business, successor in product line or a portion
19 thereof, assign, predecessor in product line or a portion thereof, parent, subsidiary, whole or
20 partial owner, or wholly or partially owned entity, or entity that it was a member of, or funded,
21 that researched, studied, tested, manufactured, fabricated, designed, modified, labeled,
22 assembled, distributed, promoted, leased, bought, offered for sale, recommended for use,
23 supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed,
24 warranted, evaluated, rebranded, manufactured for others and advertised a certain substance, the
25 generic name of which is asbestos and other products containing said substance. The following
26 defendants, and each of them, are liable for the acts of each and every "alternate entity," and each
27 of them, in that there has been a virtual destruction of plaintiff's remedy against each such
28 "alternate entity"; defendants, and each of them, have acquired the assets, product line, or a

1 portion thereof, of each such "alternate entity"; such "alternate entity"; defendants, and each of
2 them, caused the destruction of plaintiff's remedy against each such "alternate entity"; each such
3 defendant has the ability to assume the risk-spreading role of each such "alternate entity"; and
4 that each such defendant enjoys the goodwill originally attached to each such "alternate entity."

5	<u>DEFENDANT</u>	<u>ALTERNATE ENTITY</u>
6	HONEYWELL INTERNATIONAL, INC.	HONEYWELL, INC. HONEYWELL CONTROLS ALLIEDSIGNAL, INC. AIRESEARCH DOMESTIC INTERNATIONAL SALES CORPORATION ALLIED-SIGNAL, INC. THE BENDIX CORPORATION BENDIX PRODUCTS AUTOMOTIVE DIVISION BENDIX PRODUCTS DIVISION, BENDIX AVIATION CORP. BENDIX HOME SYSTEMS ALLIED CORPORATION ALLIED CHEMICAL CORPORATION GENERAL CHEMICAL CORPORATION FRAM FRICTION MATERIALS OF LOS ANGELES NORTH AMERICAN REFRactories COMPANY EM SECTOR HOLDINGS INC. UNIVERSAL OIL PRODUCTS COMPANY BOYLSTON CORPORATION EHRHART & ASSOCIATES, INC. EHRHART & ARTHUR, INC. GARRETT AIR RESEARCH CORP. STANLEY G. FLAGG & CO. MERGENTHALER LINOTYPE COMPANY ELTRA CORPORATION BUNKER RAMO-ELTRA CORPORATION UNION TEXAS NATURAL GAS CORPORATION UNION OIL AND GAS OF LOUISIANA UNION SULPHUR AND OIL CORPORATION UNION SULPHUR COMPANY, INC., THE MINNEAPOLIS-HONEYWELL REGULATOR COMPANY SIGNAL COMPANIES, INC., THE HANCOCK OIL COMPANY BARRETT DIVISION, ALLIED CHEMICAL & DYE CORPORATION SIGNAL OIL & GAS CO. BANKLINE OIL COMPANY
25	CERTAINTEED CORPORATION	GUSTIN-BACON MANUFACTURING CO PARKSON PIPELINE MATERIALS WATERCO SUPPLY WATER WORKS SUPPLY & MFG. CO. WATER WORKS SUPPLY COMPANY, INC.
28	///	

	<u>DEFENDANT</u>	<u>ALTERNATE ENTITY</u>
1	AMCORD, INC.	RIVERSIDE CEMENT COMPANY AMERICAN CEMENT CORPORATION PEERLESS CEMENT HERCULES CEMENT GIFFORD HILL CO. BEAZER WEST, INC. CORNERSTONE C&M CO. HANSON BUILDING MATERIALS, INC./HANSON PLC HANSON PLC HANSON AGGREGATES WEST, INC.
2	GEORGIA-PACIFIC LLC (FKA GEORGIA-PACIFIC CORPORATION)	BESTWALL GYPSUM COMPANY CALIFORNIA WESTERN RAILROAD COLUMBIA VALLEY LUMBER COMPANY
3	KAISET GYPSUM COMPANY, INC.	LEHIGH HANSON, INC.
4	KELLY-MOORE PAINT COMPANY, INC.	FRANK W. DUNNE COMPANY DUNNE QUALITY PAINTS
5	GRINNELL LLC (FKA GRINNELL CORPORATION, ALSO KNOWN AS GRINNELL FIRE)	GRINNELL COMPANY OF THE PACIFIC GRINNELL FIRE PROTECTION SYSTEMS COMPANY, INC.
6	FAMILIAN CORPORATION	FAMILIAN PIPE & SUPPLY INDUSTRIES SUPPLY CO. BAY AREA PIPE & SUPPLY CO., INC.

16 5. At all times herein mentioned, defendants, their "alternate entities," and each of
 17 them, were and are engaged in the business of mining, processing, sorting, researching,
 18 manufacturing, fabricating, designing, modifying, labeling, assembling, distributing, leasing,
 19 buying, offering for sale, supplying, selling, inspecting, servicing, installing, removing,
 20 manipulating, testing, disturbing, contracting for installation, repairing, marketing, warranting,
 21 rebranding, manufacturing for others, packaging and/or advertising a certain substance, the
 22 generic name of which is asbestos and other products containing said substance.

23 6. There is general agreement among scientists, health care providers, physicians,
 24 and health and science related agencies and organizations, including but not limited to, the World
 25 Health Organization, International Agency for Research on Cancer, American Cancer Society,
 26 National Cancer Institute, National Toxicology Program, Environmental Protection Agency,
 27 American Thoracic Society, Occupational Safety and Health Administration, Consumer Products
 28 Safety Commission, and the United States Congress that exposure to any asbestos type can

1 increase the risk of disease, including but not limited to sub-clinical pleural, lung, and other
2 organ scarring, cancer, mesothelioma, and non-malignant lung and pleural disorders. Evaluation
3 of all available human data provides no evidence for a "safe" level of asbestos exposure below
4 which risk of clinical disease is not increased. The mainstream scientific and medical
5 community is in consensus that exposure to asbestos at current regulatory levels result s in excess
6 incidence of mesothelioma and that any occupational or para-occupational exposure to asbestos -
7 even that described as low-level or brief in duration must be regarded as causal in an individual
8 with clinical mesothelioma. "The victim ultimately suffocates from the tumor." Hernandez v.
9 Amcord, Inc., 215 Cal.App.4th 659, 664. A rigorous review of the epidemiologic evidence
10 confirms that all types of asbestos fibre are causally implicated in the development of various
11 diseases and premature death. Numerous well respected international and national scientific
12 organizations, through an impartial and rigorous process of deliberation and evaluation, have
13 concluded that all forms of asbestos are capable of inducing mesothelioma, lung cancer,
14 asbestosis and other diseases. These conclusions are based on the full body of evidence,
15 including the epidemiology, toxicology, industrial hygiene, biology, pathology, and other related
16 literature published to the time of the respective evaluations. Since the 1960s, the scientific
17 evidence has become overwhelming that occupational and environmental exposure to asbestos
18 can cause asbestosis, lung cancer, and mesothelioma. A large number of studies have reported an
19 excess of mesothelioma and lung cancer among workers who were predominantly exposed to
20 chrysotile asbestos (Kanarek, 2011). For example, excess mortality from lung cancer and
21 mesothelioma has been reported among miners and millers in Quebec (Liddell, et al., 1997),
22 among textile workers in South Carolina (Hein, et al., 2007) and North Carolina (Loomis, et al.,
23 2009), Chinese chrysotile production workers (Wang, et al., 2012), and in Italian miners (Pira, et
24 al., 2009) exposed primarily to chrysotile asbestos.

25 7. A basic tenet of California law is that everyone is required to use ordinary care in
26 their activities so as to regard the safety of others and prevent injury to others from their conduct
27 or omissions. (Civ. Code, § 1714, subd. (a); Pedferri v. Seidner Enterprises (2013) 216
28 ///

1 Cal.App.4th 359, 365; Cabral v. Ralphs (2011) 51 Cal.4th 764; Merrill v. Navegar, Inc. (2002)
2 26 Cal.4th 465; Hilyar v. Union Ice Co. (1955) 45 Cal.2d 30, 36.)

3 8. At all times herein mentioned, defendants, their "alternate entities" and each of
4 them, singularly and jointly, failed to use ordinary care to prevent harm to themselves or to
5 others, negligently acted or failed to act, negligently did something that a reasonably careful
6 person would not do in the same situation, negligently failed to do something that a reasonably
7 careful person would do in the same situation, negligently and carelessly researched or failed to
8 research, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to
9 abate, warned or failed to warn of the health hazards, labeled or failed to label, assembled,
10 distributed, leased, bought, offered for sale, supplied, sold, inspected or failed to inspect,
11 serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded,
12 manufactured for others, packaged and advertised, removed, disturbed, failed to recall, and/or
13 failed to retrofit, a certain substance, the generic name of which is asbestos and other products
14 containing said substance, in that said substance proximately caused personal injuries to users,
15 consumers, workers, bystanders, family members, and others, including the plaintiff herein
16 (hereinafter collectively called "exposed persons"), while being used in a manner that was
17 reasonably foreseeable, thereby rendering said substance unsafe and dangerous for use by
18 "exposed persons."

19 9. Defendants, their "alternate entities," and each of them, had a duty to exercise due
20 care in the pursuance of the activities mentioned above and defendants, and each of them,
21 breached said duty of due care.

22 10. Defendants, their "alternate entities" and each of them, knew, or should have
23 known, and intended that the aforementioned asbestos and products containing asbestos would
24 be transported by truck, rail, ship and other common carriers, that in the shipping process the
25 products would break, crumble or be otherwise damaged; and/or that such products would be
26 used for insulation, construction, drywalling, plastering, fireproofing, soundproofing, automotive,
27 aircraft and/or other applications, including, but not limited to mixing, sawing, chipping,
28 hammering, scraping, sanding, drilling, breaking, removal, "rip-out," clean up, and other

1 manipulation, resulting in the indiscriminate or other release of airborne asbestos fibers, and that
2 through such foreseeable use and/or handling "exposed persons," including plaintiff herein,
3 would use or be in proximity to and exposed to said asbestos fibers, which contaminated the
4 packaging, products, environment, and clothing of persons working in proximity to said
5 products, directly or through reentrainment.

6 11. Defendants, their "alternate entities" and each of them, knew, or should have
7 known, and intended that the aforementioned asbestos and asbestos-containing products would
8 be used, manipulated, or handled as specified in Exhibit A, which is attached hereto and
9 incorporated by reference herein, resulting in the release of airborne asbestos fibers, and that
10 through such foreseeable use and/or handling "exposed persons," including plaintiff herein,
11 would be in proximity to and exposed to said asbestos fibers.

12 12. Plaintiff YSIDRO LIMON, SR. has used, handled or been otherwise exposed to
13 asbestos and asbestos-containing products referred to herein in a manner that was reasonably
14 foreseeable and from the intended use of the product. Plaintiff's exposure to asbestos and
15 asbestos-containing products occurred at various locations as set forth in Exhibit A, which is
16 attached hereto and incorporated by reference herein.

17 13. As a direct and proximate result of the conduct or omissions of the defendants,
18 their "alternate entities," and each of them, as aforesaid, plaintiff's exposure to asbestos and
19 asbestos-containing products caused severe and permanent injury, damage, loss, or harm to the
20 plaintiff, the nature of which, along with the date of plaintiff's diagnosis, are set forth in Exhibit
21 B, which is attached hereto and incorporated by reference herein.

22 14. Plaintiff is informed and believes, and thereon alleges, that progressive lung
23 disease, cancer and other serious diseases and physical injury are caused by inhalation of asbestos
24 fibers without contemporaneous perceptible trauma and that said disease results from exposure to
25 asbestos and asbestos-containing products over a period of time.

26 15. Plaintiff YSIDRO LIMON, SR. suffers from a condition related to exposure to
27 asbestos and asbestos-containing products.

28 ///

1 16. As a direct and proximate result of the aforesaid conduct of defendants, their
2 "alternate entities," and each of them, plaintiff has suffered, and continues to suffer, permanent
3 injuries and/or future increased risk of injuries to his person, body and health, including, but not
4 limited to, pleural disease, asbestosis, other lung damage, and cancer, and the mental and
5 emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his
6 general damage in a sum in excess of the jurisdictional limits of a limited civil case. This action
7 is an Unlimited Civil Case as defined in Code of Civil Procedure § 88.

8 17. As a direct and proximate result of the aforesaid conduct of the defendants, their
9 "alternate entities," and each of them, plaintiff has incurred, is presently incurring, and will incur
10 in the future, liability for physicians, surgeons, nurses, hospital care, medicine, hospice care, X-
11 rays, CT scans, PET scans, and other medical treatment, the true and exact amount thereof being
12 unknown to plaintiff at this time, and plaintiff prays leave to amend this complaint accordingly
13 when the true and exact cost thereof is ascertained.

14 18. As a further direct and proximate result of the said conduct of the defendants,
15 their "alternate entities," and each of them, plaintiff has incurred, and will incur, loss of income,
16 wages, profits and commissions, a diminishment of earning potential, and other pecuniary losses,
17 the full nature and extent of which are not yet known to plaintiff; and leave is requested to amend
18 this complaint to conform to proof at the time of trial.

19 19. The following defendants, their "alternate entities," and each of them, and their
20 officers, directors and managing agents participated in, authorized, expressly and impliedly
21 ratified, and had full knowledge of, or should have known of, each of the acts set forth herein.
22 The following defendants, their "alternate entities," and each of them, are liable for the
23 fraudulent, oppressive, and malicious acts of their "alternate entities," and each of them, and each
24 defendant's officers, directors and managing agents participated in, authorized, expressly and
25 impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their
26 "alternate entities" as set forth herein. The herein-described conduct of said defendants listed in
27 this paragraph below, their "alternate entities," and each of them, was and is willful, malicious,
28 fraudulent, outrageous and in conscious disregard and indifference to the safety and health of

"exposed persons." Plaintiff, for the sake of example and by way of punishing said defendants, seeks punitive damages according to proof against the following defendants only: AMCORD, INC.; CERTAINTEED CORPORATION; GEORGIA-PACIFIC LLC (FKA GEORGIA-PACIFIC CORPORATION); HONEYWELL INTERNATIONAL, INC.; KAISER GYPSUM COMPANY, INC.; and KELLY-MOORE PAINT COMPANY, INC.

WHEREFORE, plaintiff prays judgment against defendants, their "alternate entities," and each of them, as hereinafter set forth.

SECOND CAUSE OF ACTION
(Products Liability)

AS AND FOR A SECOND, SEPARATE, FURTHER AND DISTINCT CAUSE OF ACTION FOR PRODUCTS LIABILITY, PLAINTIFF YSIDRO LIMON, SR. COMPLAINS OF DEFENDANTS NAMED IN PARAGRAPH 3 HEREIN ABOVE, AND EACH OF THEM, PURSUANT TO BAJI 3.76, 3.77, 3.78, 9.00, 9.00.5, 9.00.7, AND CACI 431, 435, 1200, 1203, 1205, AND 1223, AND ALLEGES AS FOLLOWS:

20. Plaintiff incorporates herein by reference, as though fully set forth herein, the allegations and facts contained in all of the foregoing paragraphs.

21. Defendants, their "alternate entities," and each of them, defectively designed asbestos and asbestos-containing products and failed to adequately warn of potential safety hazards of asbestos and asbestos-containing products.

22. Such asbestos and asbestos-containing products did not perform as safely as an ordinary consumer would expect when used or misused in an intended or reasonably foreseeable way.

23. Such asbestos and asbestos-containing products when used or misused in an intended or reasonably foreseeable way had potential risks that were known or knowable in light of the scientific and medical knowledge that was generally accepted in the scientific community at the time of manufacture, distribution, or sale, and defendants failed to adequately warn of those potential risks.

111

1 24. Defendants, their "alternate entities," and each of them, knew and intended that
2 the above-referenced asbestos and asbestos-containing products would be used by the purchaser
3 or user without inspection for defects therein or in any of their component parts and without
4 knowledge of the hazards involved in such use.

5 25. Said asbestos and asbestos-containing products were defective under California
6 Consumer Safety Law and unsafe for their intended purpose in that the inhalation of asbestos
7 fibers causes serious disease and/or death. The defect existed in the said products at the time
8 they left the possession of defendants, their "alternate entities," and each of them. Said products
9 did, in fact, cause personal injuries, including asbestosis, other lung damage, and cancer to
10 "exposed persons," including plaintiff herein, while being used in a reasonably foreseeable
11 manner, thereby rendering the same defective, unsafe and dangerous for use. Moreover, said
12 products failed to be designed, as required by California law, to account for foreseeable risks,
13 even if they arise from the conduct of others. Collins v. Navistar, Inc. (2013) 214 Cal.App.4th
14 1486, 1511.

15 26. "Exposed persons" did not know of the substantial danger of using said products.
16 Said dangers were not readily recognizable by "exposed persons." Said defendants, their
17 "alternate entities," and each of them, further failed to adequately warn of the risks to which
18 plaintiff and others similarly situated were exposed.

19 27. In researching or failing to research, manufacturing, fabricating, designing,
20 modifying, testing or failing to test, warning or failing to warn, labeling or failing to label,
21 assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting,
22 servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding,
23 manufacturing for others, packaging and advertising, disturbing, removing, failing to recall,
24 failing to retrofit asbestos and asbestos-containing products, defendants, their "alternate entities,"
25 and each of them, did so with reckless or conscious disregard for the safety of "exposed persons"
26 who came in contact with said asbestos and asbestos-containing products, related to the intended
27 use of said products by defendants, which intended use created hazardous circumstance and
28 situation, in that said defendants, their "alternate entities," and each of them, had prior knowledge

1 that there was a substantial risk of injury or death resulting from exposure to asbestos or
2 asbestos- containing products, including, but not limited to, asbestosis, other lung disabilities and
3 cancer. Said knowledge was obtained, in part, from scientific studies performed by, at the
4 request of, or with the assistance of, said defendants, their "alternate entities," and each of them,
5 and which knowledge was obtained by said defendants, their "alternate entities," and each of
6 them on or before 1930, and thereafter.

7 28. On or before 1930, and thereafter, said defendants, their "alternate entities" and
8 each of them, were aware that members of the general public and other "exposed persons," who
9 would come in contact with their asbestos and asbestos-containing products, had no knowledge
10 or information indicating that asbestos or asbestos-containing products could cause injury, and
11 said defendants, their "alternate entities," and each of them, knew that members of the general
12 public and other "exposed persons," who came in contact with asbestos and asbestos-containing
13 products, would assume, and in fact did assume, that exposure to asbestos and asbestos-
14 containing products was safe, when in fact said products and exposure thereto was extremely
15 hazardous to health and human life.

16 29. With said knowledge, said defendants, their "alternate entities," and each of them,
17 opted to research, manufacture, fabricate, design, modify, label, assemble, distribute, lease, buy,
18 offer for sale, supply, sell, inspect, service, install, contract for installation, repair, market,
19 warrant, rebrand, manufacture for others, package and advertise, remove, and disturb said
20 asbestos and asbestos- containing products without attempting to protect "exposed persons" from
21 or warn "exposed persons" of, the high risk of injury or death resulting from exposure to asbestos
22 and asbestos-containing products. Rather than attempting to protect "exposed persons" from, or
23 warn "exposed persons" of, the high risk of injury or death resulting from exposure to asbestos
24 and asbestos-containing products, defendants, their "alternate entities," and each of them,
25 intentionally failed to reveal their knowledge of said risk, and consciously and actively concealed
26 and suppressed said knowledge from "exposed persons" and members of the general public, thus
27 impliedly representing to "exposed persons" and members of the general public that asbestos and
28 asbestos-containing products were safe for all reasonably foreseeable uses. Defendants, their

1 "alternate entities," and each of them, engaged in this conduct and made these implied
2 representations with the knowledge of the falsity of said implied representations.

3 30. The above-referenced conduct of said defendants, their "alternate entities," and
4 each of them, was motivated by the financial interest of said defendants, their "alternate entities,"
5 and each of them, in the continuing, uninterrupted research, design, modification, manufacture,
6 fabrication, labeling, assembly, distribution, lease, purchase, offer for sale, supply, sale,
7 inspection, installation, contracting for installation, repair, marketing, warranting, rebranding,
8 manufacturing for others, packaging and advertising, disturbing, removing of asbestos and
9 asbestos-containing products. In pursuance of said financial motivation, said defendants, their
10 "alternate entities," and each of them, consciously disregarded the safety of "exposed persons"
11 and in fact were consciously willing and intended to permit asbestos and asbestos-containing
12 products to cause injury to "exposed persons" and induced persons to work with and be exposed
13 thereto, including plaintiff.

14 31. Plaintiff alleges that the aforementioned defendants, their "alternate entities," and
15 each of them impliedly warranted their asbestos and asbestos-containing products, to be safe for
16 their intended use but that their asbestos and asbestos-containing products, created an
17 unreasonable risk of bodily harm to exposed persons.

18 32. Plaintiff further alleges his injuries are a result of cumulative exposure to asbestos
19 and various asbestos-containing products manufactured, fabricated, inadequately researched,
20 designed, modified, inadequately tested, labeled, assembled, distributed, leased, bought, offered
21 for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired,
22 marketed, warranted, rebranded, manufactured for others, packaged and advertised by the
23 aforementioned defendants, their "alternate entities," and each of them and that plaintiff cannot
24 identify precisely which asbestos or asbestos-containing products caused the injuries complained
25 of herein.

26 33. Plaintiff relied upon defendants', their "alternate entities', and each of their
27 representations, lack of warnings, and implied warranties of fitness of asbestos and their
28 ///

1 asbestos-containing products. As a direct, foreseeable and proximate result thereof, plaintiff has
2 been injured permanently as alleged herein.

3 34. As a direct and proximate result of the actions and conduct outlined herein,
4 plaintiff has suffered the injuries and damages previously alleged.

5 35. The following defendants, their "alternate entities," and each of them, and their
6 officers, directors and managing agents participated in, authorized, expressly and impliedly
7 ratified, and had full knowledge of, or should have known of, each of the acts set forth herein.
8 The following defendants, their "alternate entities," and each of them, are liable for the
9 fraudulent, oppressive, and malicious acts of their "alternate entities," and each of them, and each
10 defendant's officers, directors and managing agents participated in, authorized, expressly and
11 impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their
12 "alternate entities" as set forth herein. The herein-described conduct of said defendants listed in
13 this paragraph below, their "alternate entities," and each of them, was and is willful, malicious,
14 fraudulent, outrageous and in conscious disregard and indifference to the safety and health of
15 "exposed persons." Plaintiff, for the sake of example and by way of punishing said defendants,
16 seeks punitive damages according to proof against the following defendants only: AMCORD,
17 INC.; CERTAINTEED CORPORATION; GEORGIA-PACIFIC LLC (FKA GEORGIA-
18 PACIFIC CORPORATION); HONEYWELL INTERNATIONAL, INC.; KAISER GYPSUM
19 COMPANY, INC.; and KELLY-MOORE PAINT COMPANY, INC.

WHEREFORE, plaintiff prays judgment against defendants, their "alternate entities," and each of them, as hereinafter set forth.

THIRD CAUSE OF ACTION
(Negligence II)

24 AS AND FOR A FURTHER AND THIRD, SEPARATE AND DISTINCT CAUSE OF
25 ACTION, PLAINTIFF YSIDRO LIMON, SR. COMPLAINS OF DEFENDANTS ANHEUSER-
26 BUSCH, LLC (FKA ANHEUSER-BUSCH, INC.); C.F. BOLSTER COMPANY; PIERCE
27 LATHING CO. (DBA PIERCE ENTERPRISES); MARTIN BROTHERS/MARCOWALL,
28 INC.; BOLSTER-DUNCAN, A JOINT VENTURE, CONSISTING OF CARROLL DUNCAN &

1 CO. AND C. F. BOLSTER COMPANY, PARTNERS; E.S. BROWNING CO.; CARROLL
2 DUNCAN & CO.; AND DOES 301 THROUGH 500, FOR NEGLIGENCE II, PURSUANT TO
3 CIVIL CODE § 1714, BAJI 3.00, 3.10, 3.11, 3.12, 3.76, 3.77, 3.78, AND CACI 400, 401, 431,
4 435, AND ALLEGES AS FOLLOWS:

5 36. Plaintiff, by this reference, incorporates the allegations and facts contained in all
6 of the forgoing paragraphs.

7 37. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
8 herein, these Defendants and DOES 301 through 500, were individuals, or corporations,
9 partnerships and/or unincorporated associations organized and existing under and by virtue of the
10 laws of the State of California, or the laws of some other state or foreign jurisdiction, and that
11 said defendants, and each of them, were and are authorized to do and are doing business in the
12 State of California.

13 38. At all times herein mentioned, each of these Defendants was a successor,
14 successor-in-business, assign, predecessor, predecessor-in-business, parent, subsidiary, wholly or
15 partially owned by, or the whole or partial owner of an entity causing certain asbestos- and silica-
16 containing insulation, other building materials, asbestos products and toxic substances to be
17 constructed, installed, maintained, used, replaced and/or repaired on the respective premises
18 owned, leased, maintained, managed and/or controlled by them. Said entities shall hereinafter
19 collectively be called "alternate entities." Each of the herein-named defendants is liable for the
20 tortuous conduct of each successor, successor-in-business, assign, predecessor-in-business,
21 parent, subsidiary, whole or partial owner, or wholly or partially owned entity, that caused the
22 presence as aforesaid of said asbestos- and silica-containing insulation, other asbestos products,
23 and other toxic substances. The following defendants, and each of them, are liable for the acts of
24 each and every "alternate entity," and each of them, in that there has been a virtual destruction of
25 plaintiff's remedy against each such alternate entity; defendants, and each of them, have acquired
26 the assets, or a portion thereof, of each such alternate entity; defendants, and each of them, have
27 caused the destruction of plaintiff's remedy against each such alternate entity; each such

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1 defendant has the ability to assume the risk-spreading role of each such alternate entity, and that
2 each such defendant enjoys the goodwill originally attached to each such alternate entity.

<u>DEFENDANT</u>	<u>ALTERNATE ENTITY</u>
ANHEUSER-BUSCH, LLC (FKA ANHEUSER-BUSCH, INC.)	BUDWEISER BREWING COMPANY BUDWEISER COMPANY EAGLE SNACKS, INC.
C.F. BOLSTER COMPANY	BOLSTER-DUNCAN, A JOINT VENTURE, CONSISTING OF CARROLL DUNCAN & CO. AND C. F. BOLSTER COMPANY, PARTNERS
PIERCE LATHING CO. (DBA PIERCE ENTERPRISES)	FRANK D. SMITH COMPANY BRINCKMAN STEEL & SUPPLY CO. PIERCE-HIGH LATHING CO.
MARTIN BROTHERS/MARCOWALL, INC.	MARTIN BROTHERS PLASTERING MARTIN BROS. PLASTERING CO.
CARROLL DUNCAN & CO.	BOLSTER-DUNCAN, A JOINT VENTURE, CONSISTING OF CARROLL DUNCAN & CO. AND C. F. BOLSTER COMPANY, PARTNERS

14 39. At all times mentioned herein, these Defendants, and each of them, respectively,
15 owned, leased, maintained, managed, and/or controlled the following premises where plaintiff
16 YSIDRO LIMON, SR. was present. The following information provided is preliminary, based
17 on recall over events covering many years and further investigation and discovery may produce
18 more reliable information:

<u>PREMISES OWNER</u> <u>DEFENDANTS</u>	<u>LOCATION</u>	<u>TIME PERIOD</u>
ANHEUSER-BUSCH, LLC (FKA ANHEUSER-BUSCH, INC.)	Anheuser-Busch Brewery (Budweiser), Van Nuys, CA	1980
<u>CONTRACTOR</u> <u>DEFENDANTS</u>	<u>LOCATION</u>	<u>TIME PERIOD</u>
C.F. BOLSTER COMPANY	Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA	1934- Early 1970s
	University of California (UCLA), Los Angeles, CA	1951-1990
	Pepperdine University, Malibu, CA	1975-1990

	<u>CONTRACTOR DEFENDANTS</u>	<u>LOCATION</u>	<u>TIME PERIOD</u>
1	PIERCE LATHING CO. (DBA PIERCE ENTERPRISES)	Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA	1968- Early 1970s
2		State Building, downtown Los Angeles, CA	1972-1989
3		Pepperdine University, Malibu, CA	1973-1990
4		University of California (UCLA), Los Angeles, CA	1978-1990
5	MARTIN BROTHERS/MARCOWALL, INC.	Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA	1950- Early 1970s
6		Anheuser-Busch Brewery (Budweiser), Van Nuys, CA	1953-1980
7		Westin Bonaventure Hotel, Los Angeles, CA	1970-1992
8		Pepperdine University, Malibu, CA	1972-1990
9	BOLSTER-DUNCAN, A JOINT VENTURE, CONSISTING OF CARROLL DUNCAN & CO. AND C. F. BOLSTER COMPANY, PARTNERS	Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA	1934- Early 1970s
10	E.S. BROWNING CO.	Anheuser-Busch Brewery (Budweiser), Van Nuys, CA	1950-1980
11		Los Angeles Unified School District (LAUSD), Los Angeles, CA	1951-1965
12		University of California (UCLA), Los Angeles, CA	1955-1990
13		Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA	1967- Early 1970s
14	CARROLL DUNCAN & CO.	University of California (UCLA), Los Angeles, CA	1950-1990
15		Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA	1954- Early 1970s
16		American Airlines, Los Angeles International Airport (LAX), Los Angeles, CA	1967- Early 1980s
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1 Additionally, plaintiff YSIDRO LIMON, SR. might have been present at these
2 Defendants or other Defendants premises at other locations and on other occasions.

3 40. A basic tenet of California law is that everyone is required to use ordinary care to
4 prevent injury to others from their conduct. (Civ. Code, § 1714, subd. (a); Pedferri v. Seidner
5 Enterprises (2013) 216 Cal.App.4th 359, 365.) This general rule requires a property owner,
6 contractor, or other person to exercise ordinary care in the management of a premises in order to
7 provide a safe work environment and to avoid exposing persons to an unreasonable risk of harm.
8 (Rowland v. Christian (1968) 69 Cal.2d 108, 112-119; Sprecher v. Adamson Companies (1981)
9 30 Cal.3d 358, 371; Scott v. Chevron U.S.A. (1992) 5 Cal.App.4th 510, 515.; Torres v. Reardon
10 (1992) 3 Cal.App.4th 831, 836-837; Pedferri v. Seidner Enterprises, 216 Cal.App.4th 359.)
11 Civil Code § 1714 does not limit responsibility for negligence to a certain class of defendants;
12 rather, it provides that “[e]very one is responsible for an injury occasioned to another by [one’s]
13 want of ordinary care or skill.” (Safeco Ins. Co. v. Robert S. (2001) 26 Cal.4th 758, 764
14 (emphasis added).)

15 Negligence may be active or passive in character. It may consist in
16 heedlessly doing an improper thing or in heedlessly refraining from
17 doing the proper thing. Whether the circumstances call for activity
or passivity, one who does not do what he should is equally
chargeable with negligence with him who does what he should not.

18 Basler v. Sacramento Gas & Electric Co. (1910) 158 Cal. 514, 518. Under general negligence
19 principles, everyone is “obligated to exercise due care in his or her own actions so as not to
20 create an unreasonable risk of injury to others, and this legal duty generally is owed to the class
21 of persons who it is reasonably foreseeable may be injured as the result of the actor’s conduct.”
22 Lugtu v. California Highway Patrol (2001) 26 Cal.4th 703, 716 (emphasis added); Cal. Civ.
23 Code, § 1714; see generally Rest.2d Torts, § 281; Prosser & Keeton on Torts (5th ed. 1984) § 31,
24 p. 169; 3 Harper, et al., The Law of Torts (2d ed. 1986) § 18.2, 654-655.

25 41. Prior to and at said times and places, said Defendants, and each of them,
26 respectively, caused certain asbestos- and silica-containing insulation and other asbestos-
27 products, other building materials, products and toxic substances to be constructed, installed,
28 maintained, used, supplied, replaced, repaired, disturbed, swept, and/or vacuumed on each of the

1 aforesaid respective premises, by their own workers and/or by various unqualified or unskilled
2 contractors, and caused the release of dangerous quantities of toxic asbestos fibers and other
3 toxic substances into the ambient air and thereby created a hazardous and unsafe condition to
4 plaintiff YSIDRO LIMON, SR. and other persons exposed to said asbestos fibers and toxic
5 substances while present at said premises.

6 42. At all times mentioned herein, said Defendants, and each of them, failed to use
7 ordinary care to prevent harm to themselves or to others, negligently acted or failed to act,
8 negligently did something that a reasonably careful person would not do in the same situation,
9 negligently failed to do something that a reasonably careful person would do in the same
10 situation.

11 43. At all times mentioned herein, said Defendants, and each of them, knew or in the
12 exercise of ordinary and reasonable care should have known, that the foregoing conditions and
13 activities created a dangerous, hazardous, and unsafe condition and unreasonable risk of harm
14 and personal injury to plaintiff and other workers or persons so exposed while present on each of
15 the aforesaid respective premises.

16 44. At all times relevant herein, plaintiff entered said premises and used or occupied
17 each of said respective premises as intended and for each of the respective Defendants' benefit
18 and advantage and at each of the respective Defendants' request and invitation. In so doing,
19 plaintiff was exposed to dangerous quantities of asbestos fibers and other toxic substances
20 released into the ambient air by the aforesaid hazardous conditions and activities managed,
21 maintained, initiated, and/or otherwise created, controlled, or caused by said Defendants, and
22 each of them.

23 45. At all times relevant herein, contractors received copies of the General Industry
24 Safety Orders promulgated pursuant to California Labor Code § 6400 and the California
25 Administrative Code under the Division of Industrial Safety, Department of Industrial Relations,
26 including but not limited to Title VIII, Group 9 (Control of Hazardous Substances), Article 81,
27 §§ 4150, 4106, 4107, and 4108, and Threshold Limit Values as documented for asbestos and
28 other toxic substances under Appendix A, Table 1 of said Safety Orders; additionally, California

1 Health and Safety Code § 40.200, *et seq.*, when provided materials for the State of California
2 contractor license examination.

3 46. Plaintiff at all times was unaware of the hazardous condition or the risk of
4 personal injury created by the aforesaid presence and use of asbestos products and materials and
5 other toxic substances on said premises.

6 47. At all times mentioned herein, said Defendants, and each of them, remained in
7 control of the premises where plaintiff was performing his work.

8 48. At all times mentioned herein, said Defendants, and each of them retained control
9 over safety and other related conditions and circumstances at plaintiff's job site(s) and
10 affirmatively contributed to and exercised, or failed to exercise, that control in a manner that
11 caused plaintiff's injuries from asbestos-containing products and conduct.

12 49. At all times mentioned herein, the Defendants owed to plaintiff YSIDRO LIMON,
13 SR. and others similarly situated a duty to exercise ordinary care in the management of such
14 premises in order to avoid exposing workers such as plaintiff to an unreasonable risk of harm and
15 to avoid causing injury to said person, and said Defendants breached such duty.

16 50. At all times mentioned herein, said Defendants, and each of them, knew, or in the
17 exercise of ordinary and reasonable care should have known, that the premises that were in their
18 control would be used without knowledge of, or inspection for, defects or dangerous conditions
19 and that the persons present and using said premises would not be aware of the aforesaid
20 hazardous conditions to which they were exposed on the premises.

21 51. At all times mentioned herein, said Defendants, and each of them, negligently
22 failed to maintain, manage, inspect, survey, or control said premises or to abate or correct, or to
23 warn plaintiff of, the existence of the aforesaid dangerous conditions and hazards on said
24 premises.

25 52. Prior to and at the times and places aforesaid, said Defendants, and each of them,
26 respectively, caused certain asbestos- and silica-containing insulation and other asbestos-
27 products, other building materials, products and toxic substances to be constructed, installed,
28 maintained, used, replaced, disturbed, cleaned up, and/or repaired on each of their aforesaid

1 respective premises, by their own workers and/or by employing various contractors, and caused
2 the release of dangerous quantities of toxic asbestos fibers and other toxic substances into the
3 ambient air and thereby injured plaintiff.

4 53. At all times mentioned herein, said Defendants, and each of them:

5 a. Should have recognized that the work of said contractors would create during
6 the progress of the work, dangerous, hazardous, and unsafe conditions which could or would
7 harm plaintiff YSIDRO LIMON, SR. and others unless special precautions were taken;

8 b. Knew or had reason to know, that the contractors it had selected and hired to
9 install, remove, abate or otherwise handle asbestos-containing materials were unfit, unskilled or
10 otherwise unqualified to do so;

11 c. Failed to use reasonable care to discover whether the contractors it selected and
12 hired to install, remove, abate or otherwise handle asbestos-containing materials were competent
13 or qualified to do so.

14 54. In part, plaintiff YSIDRO LIMON, SR. was exposed to dangerous quantities of
15 asbestos fibers and other toxic substances by reason of such contractors' failure to take the
16 necessary precautions.

17 55. The work of contractors on premises controlled by the Defendants created an
18 unsafe premise and an unsafe work place by reason of the release of dangerous quantities of toxic
19 substances including but not limited to asbestos.

20 56. The unsafe premise or work place was created, in part, by the negligent conduct of
21 the contractors employed by the Defendants. Said negligent conduct includes but is not limited
22 to:

23 a. Failure to warn of asbestos and other toxic dusts;
24 b. Failure to suppress the asbestos-containing or toxic dusts;
25 c. Failure to remove the asbestos-containing and toxic dusts through use of
26 ventilation or appropriate means;
27 d. Failure to provide adequate breathing protection, i.e., approved respirators
28 or masks;

- 1 e. Failure to inspect and/or test the products and/or the air;
- 2 f. Failure to provide medical monitoring;
- 3 g. Failure to select and hire a careful and competent contractor or
- 4 subcontractor;
- 5 h. Failure to follow the applicable General Industry Safety Orders;
- 6 i. Failure to keep abreast of the scientific and medical knowledge regarding
- 7 potential hazards of asbestos and asbestos products available at the time.
- 8 j. Failure to discharge their duty of ordinary care to avoid injury to others
- 9 under the circumstances according to proof at trial.

10 57. The Defendants' duty to maintain and provide safe premises, a safe place to work,

11 and to warn of dangerous conditions are non-delegable; said duties arise out of common law,

12 Civil Code § 1714, and Labor Code § 6400, *et seq.*, or Health and Safety Code § 40.200,*et seq.*,

13 Cal-OSHA provisions, local air quality regulations, and regulations promulgated thereunder.

14 Civil plaintiffs may use safety regulations non-retroactively to show a standard of care, even

15 though the defendant is not their employer. Elsner v. Uveges (2004) 34 Cal.4th 915, 935-936;

16 Millard v. Biosources, Inc. (2007) 156 Cal.App.4th 1338, 1348-1352; Tverberg v. Fillner

17 Construction, Inc. (2011) 193 Cal.App.4th 1121, 1130. Therefore, the Defendants are

18 responsible for any breach of said duties whether by themselves or others.

19 58. Prior to and at said times and places, said Defendants were subject to certain

20 ordinances, statutes, and other government regulations promulgated by the United States

21 Government, the State of California, and others, including but not limited to the General Industry

22 Safety Orders promulgated pursuant to California Labor Code § 6400 and the California

23 Administrative Code under the Division of Industrial Safety, Department of Industrial Relations,

24 including but not limited to Title VIII, Group 9 (Control of Hazardous Substances), Article 81,

25 §§ 4150, 4106, 4107, and 4108, and Threshold Limit Values as documented for asbestos and

26 other toxic substances under Appendix A, Table 1 of said Safety Orders; additionally, California

27 Health and Safety Code § 40.200, *et seq.*, which empowers for example the South Coast Area Air

28 Quality Management District to promulgate regulations including but not limited to

1 S.C.A.A.Q.M.D., Rule 1403; and empowers the Bay Area Air Quality Management District
2 (B.A.A.Q.D.) to promulgate regulations including, but not limited to B.A.A.Q.D. Regulation 11,
3 Rules 2 and 14, Title 40 Code of Federal Regulations, Chapter 1, Part 61, *et seq.* -- The National
4 Emission Standards for Hazardous Air Pollutants, which required said Defendants to provide
5 specific safeguards or precautions to prevent or reduce the inhalation of asbestos dust and other
6 toxic fumes or substances; and said Defendants failed to provide the required safeguards and
7 precautions, or contractors employed by the Defendants failed to provide the required safeguards
8 and precautions. Defendants' violations of said codes include but are not limited to:

- 9 (a) Failing to comply with statutes and allowing ambient levels of airborne
10 asbestos fiber to exceed the permissible/allowable levels with regard to the aforementioned
11 statutes;
- 12 (b) Failing to segregate work involving the release of asbestos or other toxic
13 dusts;
- 14 (c) Failing to suppress dust using prescribed ventilation techniques;
- 15 (d) Failing to suppress dust using prescribed "wet down" techniques;
- 16 (e) Failing to warn or educate plaintiff or others regarding asbestos or other
17 toxic substances on the premises;
- 18 (f) Failing to provide approved respiratory protection devices;
- 19 (g) Failing to ensure "approved" respiratory protection devices were used
20 properly;
- 21 (h) Failing to provide for an on-going health screening program for those
22 exposed to asbestos on the premises;
- 23 (i) Failing to provide adequate housekeeping and clean-up of the work place;
- 24 (j) Failing to properly warn of the hazards associated with asbestos as
25 required by these statutes;
- 26 (k) Failing to properly report renovation and disturbance of asbestos-
27 containing materials, including but not limited to the local air quality management district;
- 28 (l) Failing to have an asbestos removal supervisor as required by regulation;

- (m) Failing to get approval for renovation as required by statutes;
 - (n) Failing to maintain records as required by statute;
 - (o) Failing to exercise ordinary care to avoid injury to others;
 - (p) Failing to test for asbestos content and/or release;
 - (q) Failing to retrofit; and
 - (r) Failing to recall.

59. These Defendants, and each of them, were the "statutory employer" of plaintiff as defined by the California Labor Code and California case law.

60. Plaintiff at all times was unaware of the hazardous condition or the risk of personal injury created by defendants' violation of said regulations, ordinances or statutes.

61. At all times mentioned herein, plaintiff was a member of the class of persons whose safety was intended to be protected by the regulations, statutes or ordinances described in the foregoing paragraphs.

62. At all times mentioned herein, said Defendants, and each of them, knew, or in the exercise of ordinary and reasonable care should have known, that the premises that were in their control would be used without knowledge of, or inspection for, defects or dangerous conditions, that the persons present and using said premises would not be aware of the aforesaid hazardous conditions to which they were exposed on the premises, and that such persons were unaware of the aforesaid violations of codes, regulations and statutes.

63. As a legal consequence of the foregoing, plaintiff YSIDRO LIMON, SR. developed an asbestos-related illness, which has caused great injury and disability as previously set forth, and plaintiff has suffered damages as herein alleged.

WHEREFORE, plaintiff prays judgment against defendants, their "alternate entities," and each of them, as hereinafter set forth.

III

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III

FOURTH CAUSE OF ACTION
Aiding and Abetting Battery
[Against Metropolitan Life Insurance Company
and Does 750-790, Inclusive]

AS AND FOR A FURTHER, FOURTH, SEPARATE AND DISTINCT CAUSE OF ACTION FOR AIDING AND ABETTING BATTERY, PLAINTIFF COMPLAINS OF DEFENDANTS METROPOLITAN LIFE INSURANCE COMPANY, DOES 750-790, THEIR ALTERNATE ENTITIES AND EACH OF THEM, AND ALLEGES AS FOLLOWS:

64. Plaintiff incorporates herein by reference, as though fully set forth hereat, each and every allegation of the First and Second Causes of Action as though fully set forth herein.

65. This cause of action is for the aiding and abetting of battery by METROPOLITAN LIFE INSURANCE COMPANY ("MET LIFE"), primarily through its assistant medical director Anthony Lanza, M.D., of a breach of duty committed by Johns-Manville Corporation ("J-M").

66. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned defendant MET LIFE was and is a corporation organized and existing under and by virtue of the laws of the State of New York or the laws of some other state or foreign jurisdiction, and that this defendant was and is authorized to do and/or was and is doing business in the State of California, and regularly conducted or conducts business in the County of San Francisco, State of California. At times relevant to this cause of action, MET LIFE was an insurer of J-M.

67. Plaintiff, was exposed to asbestos-containing dust created by the use of the asbestos products manufactured, distributed and/or supplied by J-M. This exposure to the asbestos or asbestos-related products supplied by J-M caused Plaintiff's asbestos-related disease and injuries.

68. Starting in 1928, MET LIFE sponsored studies of asbestos dust and asbestos-related disease in Canadian mines and mills, including those of J-M. Those studies revealed that miners and mill workers were contracting asbestosis at relatively low levels of dust. McGill University, which conducted the studies, sought permission from MET LIFE to publish the results but they were never published. MET LIFE prepared its own report of these studies.

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1 69. Between 1929 and 1931, MET LIFE studied dust levels and disease at five U.S.
2 plants manufacturing asbestos-containing products, including a J-M plant. Those studies showed
3 that workers in substantial numbers were contracting asbestosis, at levels less than what became
4 the Threshold Limit Value ('TLV') of 5mppcf. The MET LIFE report was never published or
5 disseminated except to plant owners, including J-M.

6 70. In 1932, MET LIFE studied dust levels and disease at the J-M plant at Manville,
7 New Jersey. Results were consistent with those of the Canadian and previous U.S. plant studies.
8 They were never published.

9 71. In 1934, J-M and others whose plants MET LIFE had studied agreed with MET
10 LIFE that it should issue a report of its studies.

11 72. MET LIFE submitted a draft of its report to J-M. J-M requested, for legal and
12 business reasons, that certain critical parts of the draft be changed. MET LIFE's official in
13 charge was Lanza. MET LIFE through Lanza did make changes that J-M requested, including:

- 14 (a) Deletion of MET LIFE's conclusion that the permissible dust level for asbestos
15 should be less than that for silica;
- 16 (b) Addition of the phrase that asbestosis clinically appeared to be milder than
17 silicosis.

18 The report, thus altered, was published in 1935. It was misleading, and intentionally so, because
19 it conveyed the incorrect propositions that asbestosis was a less serious disease process than
20 silicosis and that higher levels of asbestos dust could be tolerated without contracting diseases
21 than was the case for silica dust.

22 73. MET LIFE had a close relationship with J-M. It invested money in J-M. It
23 provided group health and life insurance to J-M. MET LIFE IN 1934 agreed to supply industrial
24 hygiene services to J-M, including dust counts, training employees to monitor dust levels,
25 examining employees, and recommending protective equipment. MET LIFE and Lanza were
26 viewed as experts on industrial dusts.

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1 74. In 1933, MET LIFE through Lanza issued the following advice to J-M:
2 (a) Disagreeing with the recommendation of a J-M plant physician, MET LIFE
3 advised against warning workers of the fact that asbestos dust is hazardous to their
4 health, basing its advice in view of the extraordinary legal situation;
5 (b) When the plant physician judged the best disposition of an employee with
6 asbestosis was to remove him from the dust, MET LIFE advised instead that
7 disposition should depend on his age, nature of work and other factors and to
8 leave him alone if he is old and showing no disability, for, MET LIFE stated,
9 economic and production factors must be balanced against medical factors.

10 75. J-M followed the MET LIFE advices and did not warn its workers, including
11 plaintiff, of the hazards of asbestos dust, and J-M also intentionally refrained from notifying
12 workers of their disease.

13 76. In 1936, MET LIFE, J-M and others founded the Air Hygiene Foundation
14 ("AHF"). One of the AHF purposes was to develop standards for dust levels that would serve as
15 a defense in lawsuits and workers' compensation claims.

16 77. MET LIFE funded partially another study that tentatively recommended in 1938 a
17 TLV for asbestos dust of 5mpccf, the same as for silica dust. MET LIFE was aware of data from
18 its own, unpublished reports that showed that level was too high for asbestos dust. MET LIFE
19 nonetheless promoted that TLV as proper.

20 78. In June 1947, the Industrial Hygiene Foundation ("IHF") which succeeded to the
21 AHF, issued a report of studies by Dr. Hemeon of U.S. asbestos plants, including a J-M plant.
22 That report showed that workers exposed to less than the recommended maximum levels of dust
23 were developing disease. MET LIFE was a member of the IHF and Lanza was on its medical
24 committee. The Hemeon report, which was supplied to J-M and other owners, never was
25 published.

26 79. In 1936, J-M and other asbestos companies agreed with a leading medical
27 research facility, Saranac Laboratories, that Saranac would research asbestos disease, but J-M
28 and the others retained control over publication of the results. In 1943 Saranac's Dr. Leroy

1 Gardner, in charge of the research, sent a draft to J-M that revealed that 81.8% of mice exposed
2 to long fiber asbestos contracted cancer.

3 80. Dr. Gardner died in 1946. J-M and other companies wanted parts of the Saranac
4 results published and enlisted the assistance of MET LIFE's Lanza. J-M and other companies
5 decided that Saranac's findings of cancer caused by asbestos in mice must be deleted, as well as
6 Saranac's critique of existing dust standards. Lanza directed Saranac to delete the offending
7 materials. Saranac did so, and the altered report was published in 1951 by Saranac's Dr.
8 Vorwald, in the *AMA Archives of Industrial Hygiene*.

9 81. Lanza left MET LIFE at the end of 1948, and took a position at New York
10 University, funded by MET LIFE. He continued to misrepresent that asbestos does not cause
11 cancer into the 1950s.

12 82. The IHF (formerly AHF), of which MET LIFE was a member and MET LIFE
13 official was on its medical committee, through Drs. Braun and Truan conducted a study of
14 Canadian miners. The original report, in 1957, found an increased incidence of lung cancer in
15 persons exposed to asbestos. The sponsors, including J-M, caused those findings to be stricken,
16 and the report published in 1958 contained the false conclusion that asbestos exposure alone did
17 not increase the risk of lung cancer.

18 83. The false and misleading reports that a link between asbestos exposure and cancer
19 was not proven influenced the TLV, for if a substance causes cancer the TLV must be very low
20 or zero.

21 84. J-M not later than 1933 was inflicting asbestos dust on its workers in its plants
22 knowing that the dust was hazardous and was causing workers to contract disease that could and
23 would disable and kill them. As MET LIFE advised, J-M did not warn its workers of the hazard.
24 J-M committed battery on workers in its plants, including plaintiff, by that conduct.

25 85. MET LIFE knew that J-M's conduct constituted a breach of its duties to its
26 workers. MET LIFE gave substantial assistance to J-M in committing batteries on its workers,
27 including plaintiff, through MET LIFE's conduct described above, including by:

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- 1 (a) Affirmatively urging J-M not to warn workers of the hazards of asbestos dust, in
2 view of the extraordinary legal situation, such that J-M did not warn its workers,
3 including plaintiff;
4 (b) Deleting the findings of its own draft report that the allowable limits for asbestos
5 dust should be less than those for silica dust, and promoting a false and unsafe
6 TLV which specified maximum levels of silica dust, and promoting a false and
7 unsafe TLV which specified maximum levels of dust for workers, including
8 plaintiff, which MET LIFE knew was wrong through its own studies;
9 (c) Advising J-M to keep certain workers continuing to work at dusty areas in the
10 plant even after J-M was aware that their lungs showed asbestos-induced changes,
11 lest other workers including plaintiff be alerted to the dangers of working in the
12 dust.

13 WHEREFORE, plaintiff prays judgment against defendants, their ALTERNATE
14 ENTITIES, and each of them, as hereinafter set forth.

15 FIFTH CAUSE OF ACTION
16 (Concert of Action)

17 AS AND FOR A FURTHER, SEPARATE AND DISTINCT CAUSE OF ACTION FOR
18 CONCERT OF ACTION IN THE COMMISSION, ENCOURAGEMENT, AND ASSISTANCE
19 OF BREACH OF DUTY TO WARN, PLAINTIFF COMPLAINS OF DEFENDANTS
20 METROPOLITAN LIFE INSURANCE COMPANY, HONEYWELL INTERNATIONAL, INC.,
21 DOES 451-471, THEIR ALTERNATE ENTITIES, AND EACH OF THEM (hereinafter
22 CONCERT OF ACTION DEFENDANTS), AND ALLEGES AS FOLLOWS:

23 86. Plaintiff incorporates herein by reference, as though fully set forth hereat each and
24 every allegation of the First, Second and Fourth Causes of Action.

25 87. The concerted action (hereinafter referred to as "concerted action" or
26 "conspiracy") engaged in by the above-named CONCERT OF ACTION DEFENDANTS was
27 facilitated through trade and other organizations including the Friction Materials Standards
28 Institute (FMSI), which was a successor to similar trade organizations known as the Brake Lining

1 Manufacturers' Association, and the Clutch Facing and Brake Lining Standards Institute.
2 CONCERT OF ACTION DEFENDANTS were, during the times relevant to this cause of action,
3 members of FMSI.

4 88. The Friction Materials Standards Institute was originally incorporated under the
5 name of Clutch Facing and Brake Lining Standards Institute in 1948 as a membership
6 corporation. It included among its avowed purposes: the maintenance and raising of standards of
7 all products manufactured by its members; the collection, assembly and dissemination to
8 members of the friction materials industry scientific, engineering, technological and other
9 relevant information pertaining to the industry; and to cooperate with governmental agencies for
10 the general benefit of the public and the enhancement of the industry.

11 89. Before 1971, CONCERT OF ACTION DEFENDANTS knew that exposure to
12 asbestos dust created grave health risks for those exposed. From 1971 forward, CONCERT OF
13 ACTION DEFENDANTS received additional information distributed through the Friction
14 Materials Standards Institute and through independent sources further confirming and elaborating
15 the serious health risks associated with exposure to airborne asbestos dust.

16 90. CONCERT OF ACTION DEFENDANTS knew that routine practices utilized in
17 the handling and machining of their friction products during their installation and replacement
18 created significant and dangerous quantities of airborne asbestos dust that would expose workers
19 and bystanders to hazardous levels of asbestos.

20 91. CONCERT OF ACTION DEFENDANTS knew that the magnitude of danger
21 posed by asbestos was not widely known by their consumers. CONCERT OF ACTION
22 DEFENDANTS knew that exposure to asbestos dust among their consumers could be eliminated
23 or greatly reduced by adopting different and discrete practices in the handling and machining of
24 products and by instituting specific dust control procedures in their consumers' workplaces.

25 92. Notwithstanding their knowledge of the dangers posed by exposure to asbestos,
26 and notwithstanding their chartered ostensible purpose to cooperate with government agencies
27 for the benefit of the public, CONCERT OF ACTION DEFENDANT members of the Friction
28 Materials Standards Institute undertook concerted action to thwart, avoid, undermine, defeat,

1 compromise, evade, and otherwise dilute regulations, standards, and procedures designed to
2 reduce levels of exposure to asbestos dust and to raise awareness of the hazards of asbestos by
3 consumers and friction materials workers. Such activities include, but are not limited to the
4 following:

5 (a) CONCERT OF ACTION DEFENDANTS, at the urging and encouragement
6 of the Friction Materials Standards Institute presented to the Illinois Pollution Control Board
7 false and unsupportable opposition to a proposed prospective ban on the use of asbestos in
8 friction materials.

9 (b) CONCERT OF ACTION DEFENDANTS continuously undertook concerted
10 action to thwart, avoid, undermine, defeat, compromise, evade, and otherwise dilute OSHA
11 regulations, standards, and procedures aimed at reducing levels of ambient asbestos dust,
12 requiring the use of safety equipment and procedures, and notification of potentially exposed
13 persons of the dangers presented by asbestos dust. CONCERT OF ACTION DEFENDANTS
14 consistently misrepresented the state of science and knowledge to distort and confound public
15 understanding and appreciation of the asbestos hazard, urging a higher level of airborne asbestos,
16 less stringent requirements in the use of safety equipment and procedures, and a reduction in the
17 scope and extent of any required notification regarding the hazards posed by asbestos.

18 (c) CONCERT OF ACTION DEFENDANTS expressly undertook to adopt
19 uniform interpretations of regulations among their membership, which interpretations
20 consistently took the stance of performing at the lowest possible level which could be considered
21 compliant.

22 93. CONCERT OF ACTION DEFENDANT members of the Friction Materials
23 Standards Institute, despite their avowed purpose to encourage and support research into
24 materials and manufacturing processes, expressly declined to pursue a proposed initiative to
25 sponsor jointly funded research into feasible alternatives to asbestos in friction products.

26 94. Even though they knew of the substantial risks and dangers to those who would
27 use or come into contact with their asbestos-containing products, defendants took concerted
28 action by means of explicit and tacit agreements, to delay for a period of years providing

1 notification and adequate warning of these risks and dangers, and to otherwise suppress
2 information about said hazards or otherwise compromise and confound informed consumer
3 appreciation of the asbestos hazards posed by their products.

4 95. Defendants knew that the users of their friction products would handle such
5 products or their by-products in ways that enhanced the risks of dangerous asbestos exposure.
6 Defendants failed to discharge their duty to provide timely and adequate notice of these hazards
7 or of steps that could be taken to eliminate or ameliorate the risks and dangers. Each defendant,
8 in failing to warn of these dangers, gave assistance and encouragement to every other member
9 defendant to likewise fail to warn.

10 96. Defendants provided substantial assistance to one another in maintaining
11 ignorance among consumers as to the full nature and extent of hazards posed by asbestos, and
12 individually breached their duty to warn the consumers and users of their products.

13 97. In addition to the above named defendants in this cause of action, the term
14 CONCERT OF ACTION DEFENDANTS as used herein includes but is not limited to:
15 DEFENDANTS METROPOLITAN LIFE INSURANCE COMPANY, Anthony Lanza, M.D.,
16 Arthur Vorwald, M.D., Leroy Gardner, M.D., Johns-Manville, Raybestos-Manhattan (now
17 Raymark Industries, Inc. [Raymark]), Russell Manufacturing (whose liabilities have been
18 assigned by H.K. Porter Company), Union Asbestos and Rubber Company, Thermoid Company
19 (whose assets and liabilities have been purchased by H.K. Porter Company), Carey-Canada,
20 Quebec Asbestos Corporation, Celotex Corporation, Industrial Hygiene Foundation, Mellon
21 Institute, all members of the Asbestos Textile Institute [ATI], all members of the Friction
22 Materials Standards Institute and its predecessors, and the other entities and individuals
23 identified in this Cause of Action.

24 98. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, the CONCERT OF ACTION DEFENDANTS were and are corporations organized
26 and existing under and by virtue of the laws of the State of California, or the laws of some other
27 state or foreign jurisdiction, and that defendants were and are authorized to do and/or were and
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1 are doing business in the State of California, and that said defendants regularly conducted and/or
2 conducts business in the County of San Francisco, State of California.

3 99. Plaintiff was exposed to asbestos-containing dust created by the use of the
4 asbestos products manufactured, distributed, and/or supplied by one or more of the
5 CONCERT OF ACTION DEFENDANTS named herein. The exposure to the asbestos or
6 asbestos-related products supplied by the one or more of the CONCERT OF ACTION
7 DEFENDANTS caused plaintiff's asbestos-related disease and injuries.

8 100. The CONCERT OF ACTION DEFENDANTS, individually, and as agents of one
9 another and as co-conspirators, agreed and conspired among themselves, with other asbestos
10 manufacturers and distributors, and with certain individuals including, but not limited to Anthony
11 Lanza, M.D. (Lanza) and defendant METROPOLITAN LIFE INSURANCE COMPANY (MET
12 LIFE) to injure the plaintiff in the following fashion (the following is not an exclusive list of the
13 wrongful acts of the conspirators, but a representative list):

14 (a) Beginning in 1929, MET LIFE entered agreements with Johns-Manville
15 and others to fund studies of the affects of asbestos exposure on Canadian asbestos miners.
16 When the data from these studies proved that Canadian asbestos miners were developing
17 asbestosis, MET LIFE, Johns-Manville, and others suppressed its publication; further, Anthony
18 Lanza, M.D. (then a MET LIFE employee) actively misrepresented the results of the Canadian
19 study for many years thereafter to meetings of health care professionals seeking information
20 regarding asbestos exposure.

21 (b) In approximately 1934, CONCERT OF ACTION DEFENDANTS Johns-
22 Manville and MET LIFE, through their agents, Vandiver Brown and attorney J.C. Hobart, and
23 conspirator Raybestos-Manhattan (Raybestos), through its agents, Sumner Simpson and J.
24 Rohrbach, suggested to Dr. Lanza, Associate Director, MET LIFE (insurers of Johns-Manville
25 and Raybestos), that Dr. Lanza publish a study on asbestosis in which Lanza would affirmatively
26 misrepresent material facts and conclusions about asbestos exposure; including but not limited to
27 descriptions of the seriousness of the disease process of asbestosis. The misrepresentation was
28 accomplished through intentional deletion of Dr. Lanza's initial description of asbestosis as

1 "fatal" and through other selective editing that affirmatively misrepresented asbestosis as a
2 disease process less serious than it was known to be by the CONCERT OF ACTION
3 DEFENDANTS. As a result, Lanza's study was published in the medical literature containing
4 said misleading statements in 1935. The CONCERT OF ACTION DEFENDANTS were
5 motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by
6 the desire to influence proposed legislation to regulate asbestos exposure, to provide a defense in
7 lawsuits involving Johns-Manville, Raybestos, and MET LIFE, as insurer, and to promote the use
8 of their asbestos products.

1 resulting in numerous misstatements of fact regarding the health affects of asbestos exposure
2 being made at scientific meetings.

3 (d) The conspiracy was furthered when on November 11, 1948, when
4 representatives of the following CONCERT OF ACTION DEFENDANTS met at Johns-
5 Manville headquarters: Johns-Manville, American Brakeblok Division of American Brake and
6 Shoe Foundry (defendant Pneumo Abex), defendant Gatke Corporation, Garlock Sealing
7 Technologies, LLC; Keasbey & Mattison Company (then an alter-ego to conspirator Turner &
8 Newall (T&N)), Raybestos (now Raymark), Thermoid Company (whose assets and liabilities
9 were later purchased by H.K. Porter Company), Union Asbestos and Rubber Company,
10 defendant USG and MET LIFE. Defendant U.S. Gypsum did not send a company employee to
11 the meeting, but instead authorized Vandiver Brown of Johns-Manville to represent its interest at
12 the meeting and to take action on its behalf.

13 (e) At the November 11, 1948 meeting, these CONCERT OF ACTION
14 DEFENDANTS, and their representatives, decided to exert their influence to materially alter and
15 misrepresent material facts about the substance of research conducted by Dr. Leroy Gardner at
16 the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved the carcinogenicity
17 of asbestos in mice and also included an evaluation of the health effects of asbestos on humans
18 with a critical review of the then-existing standards for asbestos dust exposure.

19 (f) At this meeting, these CONCERT OF ACTION DEFENDANTS
20 intentionally and affirmatively decided that Dr. Gardner's work should be edited to delete
21 material facts about the cancer-causing propensity of asbestos, the health effects of asbestos on
22 humans and the critique of the dust standards. The CONCERT OF ACTION DEFENDANTS
23 then published these deceptive and fraudulent statements in the medical literature as edited by
24 Dr. Arthur Vorwald, also of the Saranac Laboratories. These CONCERT OF ACTION
25 DEFENDANTS thereby fraudulently misrepresented the risks of asbestos exposure to the public,
26 in general, and the class of persons exposed to asbestos, including the plaintiff.

27 (g) As a direct result of influence exerted by the CONCERT OF ACTION
28 DEFENDANTS, Dr. Vorwald published Dr. Gardner's edited work in the Journal of Industrial

1 Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that
2 stressed those portions of Dr. Gardner's work that the CONCERT OF ACTION DEFENDANTS
3 wished stressed, but which omitted reference to human asbestosis and cancer, thereby
4 fraudulently and affirmatively misrepresenting the extent of the risks. The CONCERT OF
5 ACTION DEFENDANTS affirmatively and deliberately disseminated this deceptive and
6 fraudulent Vorwald publication to university libraries, government officials, agencies, and others.

7 (h) Such actions constitute a material affirmative misrepresentation of the
8 total context of material facts involved in Dr. Gardner's work and resulted in creating an
9 appearance that inhalation of asbestos was less of health problem than Dr. Gardner's unedited
10 work indicated.

11 (i) When Dr. Vorwald subsequently tried to publish more complete
12 information regarding Dr. Gardner's animal studies, the CONCERT OF ACTION
13 DEFENDANTS required his discharge from the Saranac Laboratories, denied him permission to
14 publish or complete Gardner's work, and actively discouraged institutions of higher learning from
15 hiring or retaining Dr. Vorwald in any capacity.

16 (j) The following CONCERT OF ACTION DEFENDANTS were members
17 of the trade association known as Quebec Asbestos Mining Association (Q.A.M.A.); Johns-
18 Manville Corporation, Carey-Canada, individually and as successor to Quebec Asbestos
19 Corporation, the Celotex Corporation, successor to Quebec Asbestos Corporation, National
20 Gypsum Company (now known as defendant Asbestos Claims Management Corporation), and
21 Turner & Newall (T&N), individually and successor to defendant Bell Asbestos Mines Ltd.
22 These conspirators, members of Q.A.M.A., participated in the above-described misrepresentation
23 of the work of Dr. Leroy Gardner published by Dr. Arthur Vorwald in the AMA Archives of
24 Industrial Health in 1951. Evidence of the Q.A.M.A.'s involvement in this misrepresentation
25 arises from co-conspirator Johns-Manville's membership of the Q.A.M.A., as well as
26 correspondence from co-conspirators dated 1/29/47, 11/26/47, 3/6/48, 10/15/48, 3/8/49, and
27 9/6/50, all indicating close monitoring of the editing process of Q.A.M.A.'s representative, Ivan
28 Sabourin, acting on behalf of all Q.A.M.A. members.

8 (I) This plan of misrepresentation and influence over the medical literature
9 began on or about 1950 when the aforementioned Q.A.M.A. members selected Saranac
10 Laboratories to do an evaluation of whether cancer was related to asbestos. After a preliminary
11 report authored by Dr. Arthur Vorwald in 1952 indicated that a cancer/asbestos relationship
12 might exist in experimental animals, these Q.A.M.A. members refused to further fund the study,
13 terminated the study, and prevented any public discussion of dissemination of the results.

14 (m) As a result of the termination of Q.A.M.A./Saranac study, the CONCERT
15 OF ACTION DEFENDANTS fraudulently withheld information from the public and
16 affirmatively misrepresented to the public and responsible legislative and regulatory bodies that
17 asbestos did not cause cancer, including affirmative misrepresentations by CONCERT OF
18 ACTION DEFENDANTS and CONCERT OF ACTION DEFENDANTS' agents K.W. Smith,
19 M.D., Paul Cartier, M.D., A.J. Vorwald, M.D., Anthony Lanza, M.D., Vandiver Brown, and Ivan
20 Sabourin, said misrepresentations being directed to inter alia, U.S. Government officials,
21 Canadian government officials, U.S. National Cancer Institute, medical organizations, health
22 professionals, and the general public, including plaintiff.

23 (n) Subsequently, the Q.A.M.A. CONCERT OF ACTION DEFENDANTS
24 contracted with the Industrial Hygiene Foundation and Dr. Daniel Braun to further study the
25 relationship between asbestos exposure, asbestosis and lung cancer. In 1957, Drs. Braun and
26 Truan (Braun and Truan) reported to the Q.A.M.A. that asbestosis did increase a worker's risk of
27 incurring lung cancer.

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25 (t) In furtherance of the 1929 conspiracy, in 1952, a Symposium regarding the
26 health effects of asbestos was held at the Saranac Laboratories. The following CONCERT OF
27 ACTION DEFENDANTS were in attendance: MET LIFE, Lanza, Johns-Manville, Turner &
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1 Newall (T&N), Raybestos-Manhattan (now Raymark), and Q.A.M.A. members by way of their
2 agents, Cartier, Sabourin and LaChance.

3 (u) At the 1952 Saranac meeting, the occurrence of lung cancer and asbestosis
4 in product users was discussed and the carcinogenic properties of all fiber types of asbestos was
5 also discussed. In an affirmative attempt to mislead the public about the extent of health risks
6 associated with asbestos, and in an effort fraudulently to conceal those risks from the public, these
7 CONCERT OF ACTION DEFENDANTS conspired to prevent publication of the record of this
8 1952 Saranac Symposium and it was not published. In addition, the CONCERT OF ACTION
9 DEFENDANTS induced Dr. Vorwald not to announce the results of his and Dr. Gardner's animal
10 studies showing excess cancers in animals which thereby fraudulently misrepresented existing
11 secret data which could not be publicized owing to the secrecy provisions contained in the 1936
12 Saranac agreement heretofore described.

13 (v) The following CONCERT OF ACTION DEFENDANTS were members
14 of the trade organization known as the Asbestos Textile Institute (ATI): Raybestos (now
15 Raymark), Johns-Manville, H.K. Porter, Gatke Corporation; Garlock Sealing Technologies,
16 LLC; Keasbey & Mattison, individually and through its alter-ego Turner & Newall (T&N) and
17 National Gypsum (defendant Asbestos Claims Management Corporation), Uniroyal, Inc.,
18 individually and through its alter-egos, CDU Holding Company, Uniroyal Holding Company and
19 Uniroyal Goodrich Tire Company.

20 (w) In furtherance of the forgoing conspiracy, in 1947, these CONCERT OF
21 ACTION DEFENDANTS, members of the ATI, received a report from industrial hygienist
22 W.C.L. Hemeon (Hemeon) regarding asbestos, which suggested re-evaluation of the then-
23 existing maximum exposure limits for asbestos exposure. These CONCERT OF ACTION
24 DEFENDANTS caused the Hemeon report not to be published and thereby fraudulently
25 concealed material facts about asbestos exposure from the public and affirmatively
26 misrepresented to the public and class of persons exposed to asbestos that the then existing
27 maximum exposure limit for asbestos was acceptable. Thereafter, these CONCERT OF
28 ACTION DEFENDANTS withheld additional material information on the dust standards from

1 The American Conference of Governmental Industrial Hygienists (ACGIH), thereby further
2 influencing evaluations of their Threshold Limit Values for asbestos exposure.

3 (x) In furtherance of the forgoing conspiracy, in 1953, CONCERT OF
4 ACTION DEFENDANT National Gypsum (Asbestos Claims Management Corporation),
5 through its agents, in response to an inquiry from the Indiana Division of Industrial Hygiene
6 regarding health hazards of asbestos spray products, refused to mail a proposed response to that
7 division indicating that respirators should be worn by applicators of the products. National
8 Gypsum's response distorted and fraudulently misrepresented the need for applicators of asbestos
9 spray products to wear respirators and fraudulently concealed from such applicators the need for
10 respirators and thereby misrepresented the risks associated with asbestos exposure.

11 (y) In furtherance of the forgoing conspiracy, in 1955, CONCERT OF
12 ACTION DEFENDANT Johns-Manville, through its agent Dr. Kenneth Smith, caused to be
13 published in the AMA Archives of Industrial Health, an article entitled "Pulmonary Disability in
14 Asbestos Workers." This published study materially altered the results of an earlier study in
15 1949 concerning the same set of workers. This alteration of Dr. Smith's study constituted a
16 fraudulent and material misrepresentation about the extent of the risk associated with asbestos
17 inhalation.

18 (z) In furtherance of the forgoing conspiracy, in 1955, the National Cancer
19 Institute held a meeting at which CONCERT OF ACTION DEFENDANT Johns-Manville,
20 individually and as an agent for other co-conspirators and Dr. Vorwald, as agent of CONCERT
21 OF ACTION DEFENDANTS, affirmatively misrepresented that there was no existing animal
22 studies concerning the relationship between asbestos exposure and cancer, when, in fact, the
23 CONCERT OF ACTION DEFENDANTS were in secret possession of several suppressed
24 studies, which demonstrated that positive evidence did exist.

25 (aa) In furtherance of the forgoing conspiracy, in 1957, these CONCERT OF
26 ACTION DEFENDANTS and members of the ATI, jointly rejected a proposed research study on
27 cancer and asbestos and this resulted in fraudulently concealing from the public material facts
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1 regarding asbestos exposure, and also constituted an affirmative misrepresentation of the then-
2 existing knowledge about asbestos exposure and lung cancer.

3 (bb) In furtherance of the forgoing conspiracy, in 1964, CONCERT OF
4 ACTION DEFENDANTS who were members of the ATI met to formulate a plan for rebutting
5 the association between lung cancer and asbestos exposure that had been recently published by
6 Dr. Irving J. Selikoff of the Mount Sinai Research Center. Thereafter, these members of the ATI
7 embarked upon a campaign to further misrepresent the association between asbestos exposure
8 and lung cancer.

9 (cc) CONCERT OF ACTION DEFENDANT Mellon Institute and CONCERT
10 OF ACTION DEFENDANT Industrial Hygiene Foundation (IHF) were institutes whose
11 functions included involvement in research regarding the health effects of inhaling asbestos dust.

12 (dd) Beginning in the early 1940's, the IHF was involved in a study by Hemeon
13 entitled Report of Preliminary Dust Investigation for Asbestos Textile Institute, June 1947. This
14 study was done in connection with members of the Asbestos Textile Institute (ATI). This study
15 found that workers exposed to less than the recommended maximum exposure level for asbestos
16 were nonetheless developing disease. As a part of the conspiracy, the IHF never published this
17 study.

18 (ee) Beginning in the mid 1950's, the IHF and the Mellon Institute were
19 involved in the publication of works by Braun and Truan entitled An Epidemiological Study of
20 Lung Cancer in Asbestos Miners. In its original, unedited form in September, 1957, this study
21 had concluded that workers with asbestosis had an increased incidence of lung cancer and that
22 the Canadian government had been under-reporting cases of asbestosis. The final, published
23 version of this study in June 1958, deleted the conclusion that workers with asbestosis suffered
24 an increased incidence of lung cancer and that the Canadian government had been under-
25 reporting asbestosis cases. The IHF and the Mellon Institute conspired with the members of the
26 Quebec Asbestos Mining Association (Q.A.M.A.) and their legal counsel, Ivan Sabourin, and
27 other CONCERT OF ACTION DEFENDANTS to delete the above-describe information
28 regarding asbestos and cancer.

(ff) The above-described actions of the IHF and the Mellon Institute constituted intentional deception and fraud in actively misleading the public about the extent of the hazards connected with breathing asbestos dust.

4 (gg) The above-described conspiratorial and fraudulent actions of the IHF and
5 the Mellon Institute substantially contributed to retarding the development of knowledge
6 about the hazards of asbestos and thereby substantially contributed to injuries suffered by the
7 plaintiff.

(hh) All CONCERT OF ACTION DEFENDANTS identified above, approved,
ratified, and furthered the previous conspiratorial acts of CONCERT OF ACTION
DEFENDANTS Johns-Manville, Raybestos (now Raymark), Lanza, and MET LIFE, and all the
alleged co-conspirators during the date and circumstances set forth above, acted as agents, and
co-conspirators for the other CONCERT OF ACTION DEFENDANTS.

19 (jj) Further as evidence of the fraud, concealment, suppression, and
20 conspiratorial misconduct of the members of the Asbestos Textile Institute as herein set forth, the
21 ATI and the Industrial Hygiene Foundation kept minutes of their regular meetings, discussions,
22 resolutions, and related actions, recorded in "The ATI Minutes."

23 (kk) MET LIFE was an active participant in the foregoing conspiracy and
24 benefitted thereby. MET LIFE benefitted from its involvement, because of the following non-
25 exclusive list:

(1) by providing workers' compensation insurance to the CONCERT OF ACTION DEFENDANTS;

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- (2) by providing life insurance for employees of the CONCERT OF ACTION DEFENDANTS;
 - (3) by providing health insurance or health care for the employees of the CONCERT OF ACTION DEFENDANTS;
 - (4) by providing health information and resources;
 - (5) by purchasing substantial stock in asbestos-related companies, including stock of CONCERT OF ACTION DEFENDANTS; and
 - (6) by developing information by which asbestos-related claims for compensation could be defeated.

101. The foregoing conspiracy was furthered through the formation of the Friction Materials Standards Institute [FMSI] and its predecessors, the Brake Lining Manufacturers' Association, and the Clutch Facing and Brake Lining Standards Institute. The members thereof joined with, ratified, and furthered the conspiratorial actions of the above-identified conspirators.

(1) The Friction Materials Standards Institute, and its predecessors, the Brake Lining Manufacturers' Association, the Clutch Facing & Brake Linings Standards Institute, were formed to be the ears and mouthpiece of the friction materials industry. The initial members of the Friction Materials Standards Institute between 1950 and 1953 included CONCERT OF ACTION DEFENDANTS Asbestos Manufacturing Company, T&N, PLC. (through its alter-ego Atlas Asbestos Company), Brassbestos Brake Lining Company, Fibre & Metal Products Company, Gatke Corporation, Maremont (through its predecessor-in-interest Grizzly Manufacturing), H. Krasne Manufacturing Company, Lasco Brake Products, HONEYWELL, INC. (successor-in-interest to ALLIEDSIGNAL INC. -- then known as Bendix Aviation Corporation), L. J. Miley Company, Raymark (then known as Raybestos-Manhattan), Riteset Manufacturing Company, Rossendale-Ruboil Company, Russell Manufacturing Company, Scandura (then known as Scandinavian Belting Company), Southern Friction Materials Company, U.S. Spring & Bumper Company, Pneumo Abex (Through its Predecessor-in-interest, S.K. Wellman Company) and Lear-Siegler, Inc. (now Lear-Siegler Diversified Holdings Corp.) And Bridgestone/Firestone, Inc. (through their predecessor-in-interest World Bestos

1 Corporation). By 1973, the following joined the Friction Materials Standards Institute:
2 CONCERT OF ACTION DEFENDANTS Auto Friction Corporation, Auto Specialties
3 Manufacturing Company, Chrysler Corporation, Emsco Asbestos Company, Forcee
4 Manufacturing Corporation, General Motors Corporation, H.K. Porter Company (through its
5 Thermoid division), Johns-Manville Corporation, Lear-Siegler, Inc. (now Lear-Siegler
6 Diversified Holdings Corp.) (Through its Predecessor-in-interest Royal Industries), Molded
7 Industrial Friction Corporation, Morton-Thiokol (Through its Predecessor-in-interest Thiokol
8 Chemical Corporation), National Transport Supply Inc., Parker-Hannifin Corporation (through
9 its predecessor-in-interest Pick Manufacturing Company), Pneumo Abex's American Brakeblok
10 division, Silver Line Products Inc., Standco Inc., Universal Friction Materials Company, and
11 Wheeling Brake Block Manufacturing Company. On information and belief, plaintiff alleges
12 that the following manufacturers and/or distributors of asbestos-containing automotive friction
13 products joined with, ratified, and furthered the conspiratorial actions of the above-identified
14 conspirators, including the conspirators who were members of the FMSI and its predecessors:
15 CONCERT OF ACTION DEFENDANTS, The Budd Company, Dana Corporation, Ford Motor
16 Company, General Motors Corporation, Lear-Siegler, Inc. (now Lear-Siegler Diversified
17 Holdings Corp.), Morton-Thiokol (now Morton International, Inc.), Standard Motor Products,
18 Inc. (EIS Brand Brakes); and Borg-Warner.

19 (2) Even though they disseminated materials and information to the contrary,
20 The Friction Materials Standards Institute conspirators knew, and suppressed, that:

- 21 (i) OSHA regulations, even if enforced and complied with, would not
22 prevent asbestos disease in workers exposed to their products;
- 23 (ii) chrysotile asbestos caused mesothelioma and other incurable
24 disease;
- 25 (iii) brake workers suffered "considerable exposures" to respirable
26 asbestos fibers during the intended use, installation, and expected
27 replacement of friction materials;

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(iv) there was no "safe" level of occupational exposure to respirable asbestos; and

(v) there was a substantial risk and danger suffered by bystanders and family members of brake mechanics, because of the release of respirable asbestos in the use of friction materials, as herein described.

15 102. The acts and omissions of the CONCERT OF ACTION DEFENDANTS, as
16 described above, and each of them, constitute fraudulent concealment and/or fraudulent
17 misrepresentation, which caused injury to the plaintiff, including, but not limited to, the
18 following manner:

19 (a) The material published or caused to be published by the CONCERT OF
20 ACTION DEFENDANTS was false and incomplete in that the CONCERT OF ACTION
21 DEFENDANTS, knowingly and deliberately deleted references to the known health hazards of
22 asbestos and asbestos-related products.

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- (1) maintain a favorable atmosphere for the continued sale and distribution of asbestos and asbestos-related products;
 - (2) assist in the continued pecuniary gain of CONCERT OF ACTION DEFENDANTS, through the sale of their products;
 - (3) influence in the CONCERT OF ACTION DEFENDANTS' favor proposed legislation to regulate asbestos exposure and;
 - (4) provide a defense in law suits brought for injury resulting from asbestos disease.

14 (d) Plaintiff and others reasonably relied, both directly and indirectly, upon the
15 published medical and scientific data documenting the purported safety of asbestos and asbestos-
16 related products, and in the absence of published medical and scientific reports of the hazards of
17 asbestos continued exposure to asbestos. Plaintiff believed asbestos to be safe and was unaware
18 of the hazards due to conspiratorial and fraudulent conduct. Plaintiff was not warned of the
19 hazards of asbestos dust as a direct result of the above-described conspiracy and fraudulent
20 concealment. If plaintiff had known of the health hazards of asbestos, of which plaintiff was
21 unaware as a direct result of the conspirator's fraudulent concealment, plaintiff would have acted
22 differently regarding plaintiff's exposure to asbestos and asbestos-related products.

23 (e) CONCERT OF ACTION DEFENDANTS, individually, as members of a
24 conspiracy, and as agents of other CONCERT OF ACTION DEFENDANTS, intended that
25 plaintiff rely on the deceptive and fraudulent reports that the conspiracy caused to be published
26 throughout the United States regarding the safety of asbestos and asbestos-related products and to
27 rely on the absence of published medical and scientific data (because of the CONCERT OF

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1 ACTION DEFENDANTS's suppression) regarding the hazards of asbestos and asbestos-related
2 products and thereby caused plaintiff and others to continue their exposure to asbestos products.

3 (f) CONCERT OF ACTION DEFENDANTS, individually, as members of a
4 conspiracy, and as agents of other CONCERT OF ACTION DEFENDANTS were and are in a
5 position of superior knowledge regarding the health hazards of asbestos and therefore the
6 plaintiff reasonably relied, both directly and indirectly, on the published reports commissioned by
7 the CONCERT OF ACTION DEFENDANTS, regarding the health hazards of asbestos and the
8 absence of published information (because of the suppression by the CONCERT OF ACTION
9 DEFENDANTS) regarding the hazards of asbestos and asbestos-related products.

10 (g) As a direct result of the continuing and on-going conduct of the
11 CONCERT OF ACTION DEFENDANTS, as alleged herein, the plaintiff contracted asbestos-
12 related disease and suffered injuries and incurred damages, which are described in greater detail
13 in the forgoing Paragraphs.

14 103. MET LIFE acted in concert with the foregoing described parties (the CONCERT
15 OF ACTION DEFENDANTS) and pursuant to a common design, as previously described, to
16 cause injury to plaintiff.

17 104. MET LIFE knew that the conduct of Johns-Manville, Raybestos (now Raymark),
18 defendant USG, American Brakeblok Corporation (now defendant PNEUMO ABEX), Keasbey-
19 Mattison Company (now T&N), and the other CONCERT OF ACTION DEFENDANTS was
20 coercive, fraudulent, and deceitful towards others (including plaintiff) and that CONCERT OF
21 ACTION DEFENDANTS' conduct was a breach of duties owed to plaintiff; and MET LIFE gave
22 substantial assistance and encouragement to Johns-Manville and the other CONCERT OF
23 ACTION DEFENDANTS in breaching their duties to plaintiff and others.

24 105. MET LIFE provided substantial assistance to the foregoing CONCERT OF
25 ACTION DEFENDANTS in accomplishing their tortious result and their breach of duties to
26 plaintiff.

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1 106. Plaintiff was insured, directly or indirectly, by MET LIFE and as such was owed a
2 fiduciary duty by MET LIFE which duty was breached by its foregoing conduct and conspiracy
3 which thereby caused plaintiff's asbestos-related injuries.

4 107. The CONCERT OF ACTION DEFENDANTS made representations to plaintiff
5 and others concerning asbestos-containing products including but not limited to:

6 (a) the statements set forth and summarized in the foregoing paragraphs
7 (b) that asbestos in commercially used insulation products was not hazardous
8 (this statement was known to be false by the CONCERT OF ACTION DEFENDANTS)

9 (c) the amount of asbestos in the air necessary to cause disease was five
10 million particles per cubic foot (this statement was known to be false by the CONCERT OF
11 ACTION DEFENDANTS)

12 (d) that asbestos does not cause cancer (this statement was known to be false
13 by the CONCERT OF ACTION DEFENDANTS);

14 (e) in addition, the CONCERT OF ACTION DEFENDANTS actively and
15 fraudulently concealed facts from the plaintiff and others including, but not limited to:

16 (1) that asbestos-related disease can be a fatal disease,
17 (2) that asbestos causes various forms of lung cancer,
18 (3) that individuals should protect themselves from breathing asbestos
19 dust,

20 (4) the extent of asbestos disease in exposed populations,
21 (5) information regarding the levels of airborne asbestos that can cause
22 disease,

23 (6) their experience with workers' compensation claims related to
24 asbestos exposure,

25 (7) the statements set forth in foregoing paragraphs.

26 108. Further, the CONCERT OF ACTION DEFENDANTS knew that their foregoing
27 statements were false and that, by their acts, they were actively and fraudulently concealing
28 adverse information regarding the health affects of asbestos including the facts set forth above;

the CONCERT OF ACTION DEFENDANTS made the false statements and concealed the information with the intent to deceive; plaintiff and others relied both directly and indirectly on the foregoing false statements and their lack of knowledge resulting from their fraudulent concealment, resulting in and causing asbestos-related injuries and damages as more fully set forth herein.

109. The asbestos-containing products that CONCERT OF ACTION DEFENDANTS manufactured, marketed, distributed, sold, and otherwise supplied were defective; plaintiff was exposed to asbestos from the CONCERT OF ACTION DEFENDANTS' products, which caused his asbestos-related injuries as more fully set forth in the foregoing paragraphs.

110. Additionally and alternatively, as a direct result of MET LIFE's actions and omissions, plaintiff was caused to remain ignorant of all the dangers of asbestos resulting in plaintiff, his agents, employers, and the general public to be aware of the true and full dangers of asbestos, deprive plaintiff of the opportunity to decide for himself whether he wanted to take the risk of being exposed to asbestos, denied plaintiff the opportunity to take precautions against the dangers of asbestos and caused plaintiff's damages herein.

WHEREFORE, plaintiff prays judgment against defendants, their ALTERNATE ENTITIES, and each of them, as hereinafter set forth.

SIXTH CAUSE OF ACTION
(Fraud and Deceit/Concealment)

AS AND FOR A FURTHER, SEPARATE AND DISTINCT CAUSE OF ACTION FOR FRAUD AND DECEIT/CONCEALMENT, PLAINTIFF COMPLAINS OF DEFENDANTS METROPOLITAN LIFE INSURANCE COMPANY, DOES 472-480, THEIR ALTERNATE ENTITIES, AND EACH OF THEM (hereinafter FRAUD DEFENDANTS), AND ALLEGES AS FOLLOWS:

111. Plaintiff incorporates herein by reference, as though fully set forth hereat, each and every allegation of the First, Second, Fourth and Fifth Causes of Action as though fully set forth herein.

iii

1 112. The term FRAUD DEFENDANTS as used herein includes but is not limited to:
2 METROPOLITAN LIFE INSURANCE COMPANY, Anthony Lanza, M.D., Johns-Manville,
3 Raybestos-Manhattan (now Raymark Industries, Inc. [Raymark]), United States Gypsum
4 Company [USG]), American Brakeblok Corporation (now Pneumo Abex Corporation [Pneumo
5 Abex]), Keasbey-Mattison Company (now T&N, Ltd. [T&N]), all members of the Asbestos
6 Textile Institute [ATI], American Conference of Industrial Hygienists, Inc., and the other entities
7 and individuals identified in this Cause of Action.

8 113. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, the FRAUD DEFENDANTS were and are corporations organized and existing under
10 and by virtue of the laws of the State of California, or the laws of some other state or foreign
11 jurisdiction, and that defendants were and are authorized to do and/or were and are doing
12 business in the State of California, and that said defendants regularly conducted and/or conducts
13 business in the County of San Francisco, State of California.

14 114. FRAUD DEFENDANT American Conference of Governmental Industrial
15 Hygienists, Inc. (ACGIH) sets guidelines for occupational health called Threshold Limit Values
16 (TLVs). These guidelines are relied on by OSHA (the Occupational Safety and Health
17 Administration) in the United States and similar agencies around the world. Criticisms of the
18 guide-line setting process have pointed to problems with data collection, inadequate research,
19 overwhelming dependence on data supplied by financially interested corporations, and slow
20 response to advances in medical information. In carrying out the aforesaid acts, the ACGIH was
21 negligent in their failure to analyze or critically evaluate previously published literature, or
22 review and incorporate current literature, failure to adequately assess the financially motivated
23 scientific data provided by asbestos corporations, their insurers, and medical consultants, and
24 their limited review process, including but not limited to the following representative list:

25 (a) The NATIONAL CONFERENCE OF GOVERNMENT INDUSTRIAL
26 HYGIENISTS (NCGIH) was formed in 1938. In 1942, the NCGIH began to develop a list of
27 proposed Maximum Permissible Concentrations (MPC) or Maximum Allowable Atmospheric
28 Concentrations, for various hazardous atmospheric substances, including asbestos. In the

1 minutes of the Fifth Annual Meeting in 1942, the MPC Subcommittee internally noted that the
2 MPC's were "not to be construed as recommended safe concentrations." In 1946, the NCGIH
3 was renamed the American Conference of Governmental Industrial Hygienists, Inc. (ACGIH),
4 and despite the internally acknowledged inadequacy of the asbestos MPC or the lack of any
5 research by the ACGIH, they adopted, circulated, represented, and otherwise promulgated a 5
6 million particles per cubic foot (mppcf) asbestos guideline based on a faulty study performed by
7 Dr. W.C. Dreessen in 1938 at a textile plant in North Carolina.

8 (b) In 1947, the ACGIH vaguely defined the MPC as "that amount of gas, vapor,
9 fume, or dust which can be tolerated by man with no bodily discomfort nor impairment of bodily
10 function, either immediate or after years of exposure." In 1948, they changed the name of the
11 guideline from MPC to Threshold Limit Values (TLV), but still failed to adequately define the
12 guideline or verify its propriety or scientific justification. In 1953, they issued a new conflicted
13 definition, describing the guideline as both an "average" and a "maximum." Despite their failure
14 to conduct any new evaluations or research, in 1961, the ACGIH propounded a new definition of
15 the TLV as a "time-weighted average concentration." While arbitrarily adopting and changing
16 the definition of the TLV, the ACGIH never performed any studies to test the scientific validity
17 of the 5 mppcf TLV guideline.

18 (c) In 1968, the ACGIH reviewed the 5 mppcf guideline, and replaced it with a 2
19 mppcf guideline. However, the ACGIH negligently published the new guideline as 12 mppcf,
20 never intending said numeric figure to be the actual recommended guideline. Despite internally
21 acknowledging the error in their annual meetings, the ACGIH did not correct it until 1971.

22 (d) Despite decades of scientific studies linking asbestos to cancer, the ACGIH
23 ignored the carcinogenic dangers of asbestos until 1974.

24 115. Plaintiff was exposed to asbestos-containing dust created by the use of the
25 asbestos products manufactured, distributed and/or supplied by one or more of the
26 FRAUD DEFENDANTS. The exposure to the asbestos or asbestos-related products supplied by
27 the FRAUD DEFENDANTS caused plaintiff's asbestos-related disease and injuries.
28 ///

1 116. Plaintiff incorporates herein by reference, as though fully set forth hereat at, each
2 and every paragraph of the Fifth Cause of Action, which describes the allegations against, and
3 actions of the CONSPIRACY DEFENDANTS.

4 117. Further, the FRAUD DEFENDANTS knew that their foregoing statements were
5 false and that by their acts they were actively and fraudulently concealing adverse information
6 regarding the health affects of asbestos including the facts set forth above; the FRAUD
7 DEFENDANTS made the false statements and concealed the information with the intent to
8 deceive; plaintiff and others relied both directly and indirectly on the foregoing false statements
9 and their lack of knowledge resulting from their fraudulent concealment, resulting in and causing
10 asbestos-related injuries and damages as more fully set forth herein.

11 118. The asbestos-containing products that FRAUD DEFENDANTS manufactured,
12 marketed, distributed, sold, and otherwise supplied were defective; plaintiff was exposed to
13 asbestos from the FRAUD DEFENDANTS' products which caused his asbestos-related injuries
14 as more fully set forth in the foregoing paragraphs.

15 119. Additionally and alternatively, as a direct result of FRAUD DEFENDANT MET
16 LIFE's actions and omissions, plaintiff was caused to remain ignorant of all the dangers of
17 asbestos resulting in plaintiff, his agents, employers, and the general public to be aware of the
18 true and full dangers of asbestos, deprive plaintiff of the opportunity to decide for himself
19 whether he wanted to take the risk of being exposed to asbestos, denied plaintiff the opportunity
20 to take precautions against the dangers of asbestos and caused plaintiff's damages herein.

WHEREFORE, plaintiff prays judgment against defendants, their ALTERNATE ENTITIES, and each of them, as hereinafter set forth.

SEVENTH CAUSE OF ACTION
(Fraud and Deceit/Intentional Misrepresentation)

25 AS AND FOR A FURTHER, SEVENTH, SEPARATE AND DISTINCT CAUSE OF
26 ACTION FOR FRAUD AND DECEIT/INTENTIONAL MISREPRESENTATION, PLAINTIFF
27 COMPLAINS OF DEFENDANTS METROPOLITAN LIFE INSURANCE COMPANY,
28 ///

1 DOES 740-750, THEIR ALTERNATE ENTITIES AND EACH OF THEM (hereinafter
2 INTENTIONAL MISREPRESENTATION DEFENDANTS), AND ALLEGES AS FOLLOWS:

3 120. Plaintiff incorporates herein by reference, as though fully set forth hereat, each
4 and every allegation of the First and Second Causes of Action, and each and every paragraph of
5 the Fourth, Fifth and Sixth Causes of Action that describes the allegations against, and actions of
6 the CONSPIRACY DEFENDANT MET LIFE as though fully set forth herein.

7 121. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, the INTENTIONAL MISREPRESENTATION DEFENDANTS were and are corpor-
9 ations organized and existing under and by virtue of the laws of the State of California, or the
10 laws of some other state or foreign jurisdiction, and that defendants were and are authorized to do
11 and/or were and are doing business in the State of California, and that said defendants regularly
12 conducted and/or conducts business in the County of San Francisco, State of California.

13 122. Plaintiff incorporates herein by reference, as though fully set forth hereat, each
14 and every paragraph of the Fifth Cause of Action that describes the allegations against, and
15 actions of the CONSPIRACY DEFENDANT MET LIFE.

16 123. Further, the INTENTIONAL MISREPRESENTATION DEFENDANTS knew
17 that their foregoing statements were false and that by their acts they were actively and
18 fraudulently concealing adverse information regarding the health affects of asbestos including the
19 facts set forth above; the INTENTIONAL MISREPRESENTATION DEFENDANTS made the
20 false statements and misrepresented the information with the intent to deceive; plaintiff and
21 others relied both directly and indirectly on the foregoing false statements and their lack of
22 knowledge resulting from their intentional misrepresentation, resulting in and causing asbestos-
23 related injuries and damages as more fully set forth herein.

24 124. The asbestos-containing products that INTENTIONAL MISREPRESENTATION
25 DEFENDANTS manufactured, marketed, distributed, sold, and otherwise supplied were
26 defective; plaintiff was exposed to asbestos from the INTENTIONAL MISREPRESENTATION
27 DEFENDANTS' products, which caused his asbestos-related injuries as more fully set forth in
28 the foregoing paragraphs.

1 125. Additionally and alternatively, as a direct result of INTENTIONAL
2 MISREPRESENTATION DEFENDANTS MET LIFE's actions and omissions, plaintiff was
3 caused to remain ignorant of all the dangers of asbestos resulting in plaintiff, his agents,
4 employers and the general public to be aware of the true and full dangers of asbestos, deprive
5 plaintiff of the opportunity to decide for himself whether he wanted to take the risk of being
6 exposed to asbestos, denied plaintiff the opportunity to take precautions against the dangers of
7 asbestos and caused plaintiff's damages herein.

8 WHEREFORE, plaintiff prays judgment against defendants, their "alternate entities," and
9 each of them, as follows:

- 10 1. For plaintiff's general damages according to proof;
11 2. For plaintiff's loss of income, wages, earning potential, and household services
12 according to proof;
13 3. For plaintiff's medical and related expenses according to proof;
14 4. For plaintiff's cost of suit herein;
15 5. For exemplary or punitive damages according to proof against defendants
16 AMCORD, INC.; CERTAINTED CORPORATION; GEORGIA-PACIFIC LLC (FKA
17 GEORGIA-PACIFIC CORPORATION); HONEYWELL INTERNATIONAL, INC.; KAISER
18 GYPSUM COMPANY, INC.; and KELLY-MOORE PAINT COMPANY, INC., only;
19 6. For damages for fraud according to proof; and
20 7. For such other and further relief as the court may deem just and proper, including
21 costs and pre-judgment interest as provided in C.C.P. § 998, C.C.P. § 1032, and related
22 provisions of law.

23 Dated: 12/31/14

BRAYTON♦PURCELL LLP

24 By:
25


26 David R. Donadio
27 Attorneys for Plaintiff
28

EXHIBIT A

EXHIBIT A

Plaintiff's exposure to asbestos and asbestos-containing products occurred at various locations inside the State of California, including but not limited to:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Security Fire Protection Ika Stonebro Corporation	Various Warehouses, Los Angeles area, CA	Sprinkler Fitter	1958-1961
	Los Angeles County Schools, Los Angeles, CA		
Security Fire Protection Ika Stonebro Corporation	Long Beach Memorial Hospital, Long Beach, CA	Sprinkler Fitter	1958-1960
Security Fire Protection Ika Stonebro Corporation	Discount Store, Pico Rivera, CA	Sprinkler Fitter	1958-1961
Stonebro Corporation 617 S Isis Ave Inglewood, CA	Various buildings, Los Angeles, CA and surrounding area	Sprinkler Fitter	1/1960-3/1962
	Stonebro Office, Wilmington, CA		6 months
Automatic Fire Protection Co 2325 E 55 St Los Angeles, CA	New Construction, Los Angeles, CA and surrounding area	Sprinkler Fitter	1/1962-6/1964
	Automatic Fire Protection Office, Los Angeles, CA	Designer	6 months
Atlas Automatic Sprinkler Co 1311 Glendale Blvd Los Angeles, CA	Public Schools, Los Angeles and Orange County, CA	Sprinkler Fitter	7/1964-6/1965
Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	7/1965-3/1970; 1/1971-3/1971
LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-6/1972
	Wilmington Harbor, Wilmington, CA		Late 1960s-Early 1970s
///			
///			
///			

EXHIBIT A

EXHIBIT A (cont'd.)

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
2	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	7/1965-3/1970; 1/1971-3/1971
3	LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-6/1972
4		Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA		Early 1970s (2 weeks)
5				
6	Grinnell Co of Pacific 260 W Exchange St Providence, RI		Sprinkler Fitter	4/1968-9/1968
7				
8	LKA: Grinnell Corporation 1 Town Center Rd Boca Raton, FL			7/1972-9/1972; 1/1973-1985; 1990
9		Pepperdine University, Malibu, CA		
10				
11	Grinnell Co of Pacific 260 W Exchange St Providence, RI		Sprinkler Fitter	4/1968-9/1968
12				
13	LKA: Grinnell Corporation 1 Town Center Rd Boca Raton, FL			7/1972-9/1972; 1/1973-1985; 1990
14		University of California (UCLA), Los Angeles, CA		
15				
16	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA	Montclair Plaza Mall, Montclair, CA	Sprinkler Fitter	Late 1960s
17				
18	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA	Schubert Theater, Century City, CA	Sprinkler Fitter	Early 1970s
19				
20	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Smith Tool, Costa Mesa, CA	Sprinkler Fitter	Mid-to-Late 1970s
21				
22	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Various Convalescent Homes, Los Angeles, CA	Sprinkler Fitter	Late 1970s
23				
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25				
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EXHIBIT A

EXHIBIT A (cont'd.)

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
2	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	American Airlines, Los Angeles International Airport (LAX), Los Angeles, CA	Sprinkler Fitter	Late 1970s-Early 1980s
3				
4	CF Braun Constructors Inc Alhambra, CA	Anheuser-Busch Brewery (Budweiser), Van Nuys, CA	Welder (helper)	1980
5				
6	Century Sprinkler Corporation 2505 Mira Mar Ave Long Beach, CA	Westin Bonaventure Hotel, Los Angeles, CA	Sprinkler Fitter (foreman)	1987; 1992
7				
8	Ortiz Fire Protection Inc 130 S Highland Ave Fullerton, CA	Yorba Linda High School, Yorba Linda, CA	Sprinkler Fitter	1987-1988
9				
10	Wormald Fire Systems Inc 273 Corporate Dr Portsmouth, NH	State Building, downtown Los Angeles, CA	Sprinkler Fitter	1989 (2 months)
11				
12				
13				

NON-OCCUPATIONAL EXPOSURE:

FRICTION.

16 From approximately 1956 up until the mid 1990s, plaintiff removed and replaced the brakes on a
17 variety of vehicles. Plaintiff recalls removing the original equipment manufacturer's brakes from
18 a 1964 VOLKSWAGEN (VOLKSWAGEN GROUP OF AMERICA, INC. (FKA
19 VOLKSWAGEN OF AMERICA, INC.)), a 1969 OLDSMOBILE (GENERAL MOTORS
20 CORPORATION) and a 1983 OLDSMOBILE (GENERAL MOTORS CORPORATION).
21 Plaintiff removed and replaced the brakes on other vehicles, including a 1949 Ford, purchased in
22 1956; a 1974 Ford Ltd.; a 1957 Chevrolet pick-up truck; and a 1954 Chevrolet purchased around
1956. Plaintiff also helped his father remove and replace the brakes in a 1939 Chevrolet and a
1951 Chevrolet. Plaintiff used a paint brush to clean the residue from the backing plates where
the brakes were mounted. Plaintiff recalls purchasing BENDIX (HONEYWELL
INTERNATIONAL) brakes from K & R AUTOMOTIVE, East Los Angeles, California. Plaintiff
recalls purchasing RAYBESTOS (RAYMARK INDUSTRIES, INC.) disc brakes for installation
in the 1983 Oldsmobile.

EXHIBIT A

EXHIBIT B

EXHIBIT B

Plaintiff retired from his last place of employment at regular retirement age. He has therefore suffered no disability from his asbestos-related disease as "disability" is defined in California Code of Civil Procedure § 340.2.

Plaintiff's exposure to asbestos and asbestos-containing products caused severe and permanent injury to the plaintiff, including, but not limited to breathing difficulties and/or other lung damage. Plaintiff was diagnosed with asbestosis on or about May 2007 and asbestos-related pleural disease on or about July 2014.

EXHIBIT B

**ENDORSED
FILED**
Superior Court of California
County of San Francisco

JAN 02 2015

CLERK OF THE COURT
BY: ROSSALY DELAVEGA-NAVARRO
Deputy Clerk

1 DAVID R. DONADIO, ESQ., S.B. #154436
2 BRAYTON PURCELL LLP
3 Attorneys at Law
4 222 Rush Landing Road
5 P.O. Box 6169
6 Novato, California 94948-6169
7 (415) 898-1555
8 Attorneys for Plaintiff

11 YSIDRO LIMON, SR.,
12 Plaintiff,
13 vs.
14 AMCORD, INC., et al.,
15 Defendants.

) ASBESTOS
No. CGC 15 276378

**PRELIMINARY FACT SHEET/NEW
FILING/ASBESTOS LITIGATION**

(See Case Management Order,
Filed June 29, 2012)

NOTICE

18 TO NEW DEFENDANTS SERVED IN COMPLEX ASBESTOS LITIGATION IN THE
19 SUPERIOR COURT IN AND FOR THE STATE OF CALIFORNIA, CITY AND COUNTY OF
SAN FRANCISCO

20 You have been served with process in an action which has been designated by the Court
as complex litigation pursuant to Standard 19 of the Standards of Judicial Administration. This
21 litigation bears the caption "In Re: Complex Asbestos Litigation", [San Francisco Superior
Court No. 828684].

22 This litigation is governed by the Case Management Order, filed with this court on June
23 29, 2012, some of which affect the judicial management and/or discovery obligations, including
24 the responsibility to answer interrogatories deemed propounded in the case. You may contact the
Court or Designated Defense Counsel, Berry & Berry, P.O. Box 16070, 2930 Lakeshore Avenue,
Oakland, CA 94610; Telephone: (510) 835-8330; FAX: (510) 835-5117, for further information
25 and/or copies of these orders, at your expense.

26 1. State the complete name and address of each person whose claimed exposure to asbestos is
the basis of this lawsuit ("exposed person"): Ysidro Limon, Sr., 13575 East Loumont Street,
27 Whittier, California 90601.

1 | 2. Does plaintiff anticipate filing a motion for a preferential trial date within the next four
2 | months? Yes _____ X No _____

3. Date of birth of each exposed person in item one and, if applicable, date of death:

4 Date of Birth: 2/3/39

5 Date of Death: N/A

6 | Social Security Number of each exposed person:

7 Social Security Numbers are confidential pursuant to Calif. Rule of Court 1.20.

8 4. Specify the nature or type of asbestos-related disease alleged by each exposed person.

Asbestosis Mesothelioma

Pleural Thickening/Plaques Other Cancer: Specify: _____

Lung Cancer Other Than Mesothelioma _____ Other: Specify: _____

12 5. For purposes of identifying the nature of exposure allegations involved in this action, please
13 check one or more:

Shipyard Construction Friction-Automotive

Premises Aerospace Military

16 Other: Specify all that apply:

17 6. If applicable, indicate which exposure allegations apply to which exposed person.

18 7. Identify each location alleged to be a source of an asbestos exposure, and to the extent known,
19 provide the beginning and ending year(s) of each such exposure. Also specify each exposed
20 person's employer and job title or job description during each period of exposure. (For example:
21 "San Francisco Naval Shipyard - Pipefitter - 1939-1948"). Examples of locations of exposure
22 might be a specific shipyard, a specific railroad maintenance yard, or perhaps more generalized
23 descriptions such as "merchant marine" or "construction". If an exposed person claims exposure
24 during only a portion of a year, the answer should indicate that year as the beginning and ending
25 year (e.g., 1947-1947).

26 | //

27 | //

28 | //

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Security Fire Protection Ika Stonebro Corporation	Various Warehouses, Los Angeles area, CA	Sprinkler Fitter	1958-1961
2		Los Angeles County Schools, Los Angeles, CA		
3	Security Fire Protection Ika Stonebro Corporation	Long Beach Memorial Hospital, Long Beach, CA	Sprinkler Fitter	1958-1960
4				
5	Security Fire Protection Ika Stonebro Corporation	Discount Store, Pico Rivera, CA	Sprinkler Fitter	1958-1961
6				
7	Security Fire Protection Ika Stonebro Corporation	Various buildings, Los Angeles, CA and surrounding area	Sprinkler Fitter	1/1960-3/1962
8				
9	Stonebro Corporation 617 S Isis Ave Inglewood, CA	Stonebro Office, Wilmington, CA	Sprinkler Fitter	6 months
10				
11				
12	Automatic Fire Protection Co 2325 E 55 St Los Angeles, CA	New Construction, Los Angeles, CA and surrounding area	Sprinkler Fitter	1/1962-6/1964
13				
14		Automatic Fire Protection Office, Los Angeles, CA	Designer	6 months
15				

(Attach Additional Pages, If Necessary) SEE ATTACHED CONTINUATION

17 8. For each exposed person who:

18 a. worked in the United States or for a U.S. agency outside the territorial United States,
 19 attach to the copy of this fact sheet provided to Designated Defense Counsel a fully executed
 20 Social Security Earnings authorization (Exhibit I to Case Management Order dated June 29,
 21 2012);

22 b. may have had a Social Security disability award or is no longer employed and whose
 23 last employment was not with a United States government agency, attach to the copy of this fact
 24 sheet provided to Designated Defense Counsel a fully executed Social Security Disability
 25 authorization (Exhibit I to Case Management Order dated June 29, 2012);

26 c. served at any time in the United States military, attach to the copy of this fact sheet
 27 provided to Designated Defense Counsel two fully executed originals of the stipulation (Exhibit I
 28 to Case Management Order dated June 29, 2012);

1 d. was employed by the United States government in a civilian capacity, attach to the
2 copy of this fact sheet provided to Designated Defense Counsel two fully executed originals of
3 the stipulation (Exhibit I to Case Management Order dated June 29, 2012);
4 9. If there is a wrongful death claim, attach to the copy of this fact sheet provided to Designated
5 Defense Counsel a copy of the death certificate, if available. If an autopsy report was done, also
6 attach a copy of it to the copy of this fact sheet provided to Designated Defense Counsel.

7 Dated: 12/31/14

BRAYTON•PURCELL LLP

8
9 By: 
10 David R. Donadio
11 Attorneys for Plaintiff

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	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Atlas Automatic Sprinkler Co 1311 Glendale Blvd Los Angeles, CA	Public Schools, Los Angeles and Orange County, CA	Sprinkler Fitter	7/1964-6/1965
2	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	7/1965-3/1970; 1/1971-3/1971
3	LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-6/1972
4		Wilmington Harbor, Wilmington, CA		Late 1960s-Early 1970s
5	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	7/1965-3/1970; 1/1971-3/1971
6	LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-6/1972
7		Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA		Early 1970s (2 weeks)
8	Grinnell Co of Pacific 260 W Exchange St Providence, RI		Sprinkler Fitter	4/1968-9/1968
9	LKA: Grinnell Corporation 1 Town Center Rd Boca Raton, FL			7/1972-9/1972; 1/1973-1985; 1990
10		Pepperdine University, Malibu, CA		
11	Grinnell Co of Pacific 260 W Exchange St Providence, RI		Sprinkler Fitter	4/1968-9/1968
12	LKA: Grinnell Corporation 1 Town Center Rd Boca Raton, FL			7/1972-9/1972; 1/1973-1985; 1990
13		University of California (UCLA), Los Angeles, CA		
14	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA	Montclair Plaza Mall, Montclair, CA	Sprinkler Fitter	Late 1960s
15	///			

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA	Schubert Theater, Century City, CA	Sprinkler Fitter	Early 1970s
2	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Smith Tool, Costa Mesa, CA	Sprinkler Fitter	Mid-to-Late 1970s
3	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Various Convalescent Homes, Los Angeles, CA	Sprinkler Fitter	Late 1970s
4	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	American Airlines, Los Angeles International Airport (LAX), Los Angeles, CA	Sprinkler Fitter	Late 1970s-Early 1980s
5	CF Braun Constructors Inc Alhambra, CA	Anheuser-Busch Brewery (Budweiser), Van Nuys, CA	Welder (helper)	1980
6	Century Sprinkler Corporation 2505 Mira Mar Ave Long Beach, CA	Westin Bonaventure Hotel, Los Angeles, CA	Sprinkler Fitter (foreman)	1987; 1992
7	Ortiz Fire Protection Inc 130 S Highland Ave Fullerton, CA	Yorba Linda High School, Yorba Linda, CA	Sprinkler Fitter	1987-1988
8	Wormald Fire Systems Inc 273 Corporate Dr Portsmouth, NH	State Building, downtown Los Angeles, CA	Sprinkler Fitter	1989 (2 months)
9	<u>NON-OCCUPATIONAL EXPOSURE:</u>			
10	<u>FRiction:</u>			
11	From approximately 1956 up until the mid 1990s, plaintiff removed and replaced the brakes on a variety of vehicles. Plaintiff recalls removing the original equipment manufacturer's brakes from a 1964 VOLKSWAGEN (VOLKSWAGEN GROUP OF AMERICA, INC. (FKA VOLKSWAGEN OF AMERICA, INC.)), a 1969 OLDSMOBILE (GENERAL MOTORS CORPORATION) and a 1983 OLDSMOBILE (GENERAL MOTORS CORPORATION). Plaintiff removed and replaced the brakes on other vehicles, including a 1949 Ford, purchased in 1956; a 1974 Ford Ltd.; a 1957 Chevrolet pick-up truck; and a 1954 Chevrolet purchased around 1956. Plaintiff also helped his father remove and replace the brakes in a 1939 Chevrolet and a 1951 Chevrolet. Plaintiff used a paint brush to clean the residue from the backing plates where the brakes were mounted. Plaintiff recalls purchasing BENDIX (HONEYWELL INTERNATIONAL) brakes from K & R AUTOMOTIVE, East Los Angeles, California. Plaintiff recalls purchasing RAYBESTOS (RAYMARK INDUSTRIES, INC.) disc brakes for installation in the 1983 Oldsmobile.			
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What is ESP?

The Bar Association of San Francisco's **Early Settlement Program (ESP)** is available as one of San Francisco Superior Court's Alternative Dispute Resolution (ADR) programs (Local Rule 4.3).

ESP is a **highly successful ADR** program that handles cases in areas of law such as business, personal injury, employment, labor, civil rights, discrimination, insurance, malpractice, landlord/tenant, and many others.

ESP is **unique** in that the panelists, in helping you move toward settlement, can provide you confidential feedback about their evaluation of your case, including opinions as to potential case value.

For more information as well as the complete Policies & Procedures, go to: www.sfbar.org/esp

Who are the Panelists?

They are experienced attorneys with at least **10 years** of trial experience. Panels consist of one plaintiff and one defense attorney. Sometimes an attorney who is experienced in both types of representation serves as a solo panelist.

Costs

There is a \$295 administrative fee per party, capped at \$590 for multiple parties represented by the same attorney, to pay for the cost of running this program. If you have a fee waiver with the Superior Court, your fee will be waived by the ESP program.

Contact:

► email@sfbar.org

► **phone: 415-982-1600**

► **fax: 415-989-0381**

Steps:

The forms you need can be found at www.sfbar.org/esp, or email adr@sfbar.org or call 415-782-8905 for a packet to be sent to you.

- ① Please complete the ESP Agreement and return it to BASF via email at adr@sfbar.org or by fax to 415-989-0381. You don't have to get the other parties to sign, just send yours.
- ② When all parties have signed the ESP Agreement, you will be sent the Notice of ESP, along with an invoice.
- ③ There is a \$295 administrative fee per party, with a cap of \$590 for multiple parties represented by the same attorney. You can pay by check, money order or credit card.
- ④ Send your administrative fee by fax, email or mail to: BASF / ESP, 301 Battery Street, Third Floor, San Francisco, California 94111.
- ⑤ When BASF receives the fees from all parties, your matter will be assigned to a panelist (or panel of 2), who you will work with to set the date, time and location for your conference.
- ⑥ If you must reschedule your ESP conference date, work with the other side and your panelist(s) to set the new date. BASF does not need to be notified.
- ⑦ Before your conference, provide a copy of your description of the dispute to all parties and panelists. BASF does not need a copy.
- ⑧ If the matter is settled in your ESP conference, congratulations!
- ⑨ If the matter is not settled in your ESP conference, your initial court date remains the same.

Experienced mediators are available in the following areas

- Business**
- Civil Rights
- Commercial
- Construction
- Contracts
- Disability
- Discrimination
- Education
- Employment/Workplace
- Environmental
- Family
- Family-Certified Specialists**
- Fee Disputes
- Financial
- Government
- Insurance
- Intellectual Property
- Intra-Organizational
- Labor
- Landlord/Tenant
- Land Use
- LGBT Issues
- Malpractice: Legal/Medical/Professional**
- Partnership Dissolutions
- Personal Injury
- Probate/Trust
- Products Liability
- Real Estate
- Securities
- Taxation
- Uninsured Motorist
- Women's Issues
- And more...

TESTIMONIALS

"This was the third attempt to mediate this case, and the BASF mediator was far and away the best mediator. I dare say that we would not have settled today but for his efforts."

*George Yuhas, Esq.
Orrick, Herrington & Sutcliffe LLP*

"We had an excellent experience and, after 8 1/2 hours of mediation, [the BASF mediator] settled a very difficult case involving claims against four clients of ours by a wealthy investor who claimed inadequate disclosure was made."

*Robert Charles Friesa, Esq.
Sharliss Friesa LLP*

"When the other side made their offer, I thought there was no way we would reach an agreement – we were too far apart, but the mediator brought us together. He saved me a lot of time and aggravation by facilitating a settlement. Thanks!"

*Leslie Caplan
Global Warming Campaign Manager
Bluewater Network*

"BASF staff was very helpful – stayed on the task and kept after a hard to reach party. The mediator was great!"

*Mark Abelson, Esq.
Campagnoli, Abelson & Campagnoli*

"The [BASF] mediator was excellent! He was effective with some strong, forceful personalities."

*Denise A. Leadbetter, Esq.
Zacks, Utrecht & Leadbetter*



MEDIATION SERVICES



PROCEDURES, PODCASTS,
FORMS, MEDIATOR BIOGRAPHIES
AND PHOTOGRAPHS:
www.sfbbar.org/mediation

adr@sfbbar.org or
415-982-1600



THE BAR ASSOCIATION OF
SAN FRANCISCO

QUALITY

EXPERIENCE

TRUST

WHAT IS BASF'S MEDIATION SERVICE?

The Bar Association of San Francisco's Mediation Services is a private mediation service which will assist you with almost any type of dispute, from simple contract disputes to complex commercial matters.

WHO ARE THE MEDIATORS?

They are established mediators who have private mediation practices and have met our extensive experience requirements. By going through BASF you receive the services of these highly qualified mediators at a great value.

HOW DO I LEARN MORE ABOUT THE MEDIATORS?

BASF's website at www.sfbor.org/mediation provides bios, photos and hourly rates of mediators. You can search by name or by area of law needed for your case. BASF staff is always available to assist you with selection or to answer questions.

HOW MUCH DOES THE SERVICE COST?

A \$295 per party administrative fee is paid to BASF at the time the Consent to Mediate form is filed. This fee covers the first hour of mediator preparation time and the first two hours of session time. Time beyond that is paid at the mediator's normal hourly rate.

HOW IS THE MEDIATOR CHOSEN?

You may request a specific mediator from our website (www.sfbor.org/mediation) and indicate your choice on the BASF Consent to Mediate form, or you may indicate on the form that you would like BASF staff to assist with the selection.

WHY SHOULD I GO THROUGH BASF? CAN'T I JUST CALL THE MEDIATOR DIRECTLY?

BASF mediators have agreed to provide three free hours as a service to BASF. If you go directly to one of our mediators, you do not qualify for the free hours unless you notify us. Once you have filed with us, you will talk directly to the mediator to ask questions and to set a convenient mediation date and time.

HOW LONG IS THE MEDIATION SESSION?

The time spent in mediation will vary depending on your dispute. BASF mediators are dedicated to reaching a settlement, whether you need a few hours or several days.

WHO CAN USE THE SERVICE?

BASF mediation can be utilized by anyone and is NOT limited to San Francisco residents or issues. Also, the service may be used before a court action is filed or at any time during a court action.

OUR CASE IS FILED IN COURT. HOW DO WE USE BASF'S MEDIATION SERVICES?

When you file the San Francisco Superior Court's Stipulation to ADR form, check the box indicating "Mediation Services of BASF." Then complete BASF's Consent to Mediate form found on our website and file it with us. (If the matter was filed in a different county, please check with that court for the appropriate process.)

WE ARE ON A DEADLINE; HOW QUICKLY CAN WE MEDIATE?

Once all parties have filed all the paperwork, BASF can normally have you in touch with the mediator within a day or two. If there is a deadline, BASF staff will give the matter top priority.

WHAT TYPES OF DISPUTES CAN I MEDIATE?

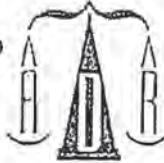
BASF mediators are trained in 30+ areas of law. If you don't see the area you need on our website or in this brochure, contact us; it is very likely we can match your need with one of our panelists.

MORE INFORMATION

Visit our website (www.sfbor.org/mediation) where you can search by name or by area of law. For personal assistance, please call 415.982.1600.



Superior Court of California, County of San Francisco
Alternative Dispute Resolution
Program Information Package



The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. (CRC 3.221(c))

WHAT IS ADR?

Alternative Dispute Resolution (ADR) is the term used to describe the various options available for settling a dispute without a trial. There are many different ADR processes, the most common forms of which are mediation, arbitration and settlement conferences. In ADR, trained, impartial people decide disputes or help parties decide disputes themselves. They can help parties resolve disputes without having to go to court.

WHY CHOOSE ADR?

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to trial." (Local Rule 4)

ADR can have a number of advantages over traditional litigation:

- ADR can save time. A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- ADR can save money, including court costs, attorney fees, and expert fees.
- ADR encourages participation. The parties may have more opportunities to tell their story than in court and may have more control over the outcome of the case.
- ADR is more satisfying. For all the above reasons, many people participating in ADR have reported a high degree of satisfaction.

HOW DO I PARTICIPATE IN ADR?

Litigants may elect to participate in ADR at any point in a case. General civil cases may voluntarily enter into the court's ADR programs by any of the following means:

- Filing a Stipulation to ADR: Complete and file the Stipulation form (attached to this packet) at the clerk's office located at 400 McAllister Street, Room 103;
- Indicating your ADR preference on the Case Management Statement (also attached to this packet); or
- Contacting the court's ADR office (see below) or the Bar Association of San Francisco's ADR Services at 415-782-8905 or www.sfbbar.org/adr for more information.

For more information about ADR programs or dispute resolution alternatives, contact:

Superior Court Alternative Dispute Resolution
400 McAllister Street, Room 103, San Francisco, CA 94102
415-551-3876

Or, visit the court ADR website at www.sfsuperiorcourt.org

The San Francisco Superior Court offers different types of ADR processes for general civil matters; each ADR program is described in the subsections below:

1) SETTLEMENT CONFERENCES

The goal of settlement conferences is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of a dispute early in the litigation process.

(A) THE BAR ASSOCIATION OF SAN FRANCISCO (BASF) EARLY SETTLEMENT PROGRAM (ESP): ESP remains as one of the Court's ADR programs (see Local Rule 4.3) but parties must select the program – the Court no longer will order parties into ESP.

Operation: Panels of pre-screened attorneys (one plaintiff, one defense counsel) each with at least 10 years' trial experience provide a minimum of two hours of settlement conference time, including evaluation of strengths and weakness of a case and potential case value. On occasion, a panelist with extensive experience in both plaintiff and defense roles serves as a sole panelist. BASF handles notification to all parties, conflict checks with the panelists, and full case management. The success rate for the program is 78% and the satisfaction rate is 97%. Full procedures are at: www.sfbar.org/esp.

Cost: BASF charges an administrative fee of \$295 per party with a cap of \$590 for parties represented by the same counsel. Waivers are available to those who qualify. For more information, call Marilyn King at 415-782-8905, email adr@sfbar.org or see the enclosed brochure.

(B) MANDATORY SETTLEMENT CONFERENCES: Parties may elect to apply to the Presiding Judge's department for a specially-set mandatory settlement conference. See Local Rule 5.0 for further instructions. Upon approval of the Presiding Judge, the court will schedule the conference and assign the case for a settlement conference.

2) MEDIATION

Mediation is a voluntary, flexible, and confidential process in which a neutral third party facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement, before incurring the expense of going to court, that resolves all or part of a dispute after exploring the interests, needs, and priorities of the parties in light of relevant evidence and the law. A mediator strives to bring the parties to a mutually beneficial settlement of the dispute.

(A) MEDIATION SERVICES OF THE BAR ASSOCIATION OF SAN FRANCISCO, in cooperation with the Superior Court, is designed to help civil litigants resolve disputes before they incur substantial costs in litigation. While it is best to utilize the program at the outset of litigation, parties may use the program at any time while a case is pending.

Operation: Experienced professional mediators, screened and approved, provide one hour of preparation time and the first two hours of mediation time. Mediation time beyond that is charged at the mediator's hourly rate. BASF pre-screens all mediators based upon strict educational and experience requirements. Parties can select their mediator from the panels at www.sfbar.org/mediation or BASF can assist with mediator selection. The BASF website contains photographs, biographies, and videos of the mediators as well as testimonials to assist with the selection process. BASF staff handles conflict checks and full case management.

Mediators work with parties to arrive at a mutually agreeable solution. The success rate for the program is 64% and the satisfaction rate is 99%.

Cost: BASF charges an administrative fee of \$295 per party. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Waivers of the administrative fee are available to those who qualify. For more information, call Marilyn King at 415-782-8905, email adr@sfbbar.org or see the enclosed brochure.

(B) PRIVATE MEDIATION: Although not currently a part of the court's ADR program, civil disputes may also be resolved through private mediation. Parties may elect any private mediator or mediation organization of their choice; the selection and coordination of private mediation is the responsibility of the parties. Parties may find mediators and organizations on the Internet. The cost of private mediation will vary depending on the mediator selected.

3) ARBITRATION

An arbitrator is neutral attorney who presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case.

(A) JUDICIAL ARBITRATION: When the court orders a case to arbitration it is called "judicial arbitration". The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial.

Operation: Pursuant to CCP 1141.11 and Local Rule 4, all civil actions in which the amount in controversy is \$50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. (Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.) A case is ordered to arbitration after the Case Management Conference. An arbitrator is chosen from the court's arbitration panel. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a trial within 60 days after the arbitrator's award has been filed.

Local Rule 4.2 allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate after the filing of a complaint. If settlement is not reached through mediation, a case proceeds to trial as scheduled.

Cost: There is no cost to the parties for judicial arbitration.

(B) PRIVATE ARBITRATION: Although not currently a part of the court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.

TO PARTICIPATE IN ANY OF THE COURT'S ADR PROGRAMS, PLEASE COMPLETE THE ATTACHED STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION AND SUBMIT IT TO THE COURT. YOU MUST ALSO CONTACT BASF TO ENROLL IN THE LISTED BASF PROGRAMS. THE COURT DOES NOT FORWARD COPIES OF COMPLETED STIPULATIONS TO BASF.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address)	FOR COURT USE ONLY
TELEPHONE NO.:	
ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO 100 McAllister Street San Francisco, CA 94102-4514	
PLAINTIFF/PETITIONER:	
DEFENDANT/RESPONDENT:	
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: DEPARTMENT 610

1) The parties hereby stipulate that this action shall be submitted to the following ADR process:

- Early Settlement Program of the Bar Association of San Francisco (BASF) - Pre-screened experienced attorneys provide a minimum of 2 hours of settlement conference time for a BASF administrative fee of \$295 per party. Waivers are available to those who qualify. BASF handles notification to all parties, conflict checks with the panelists, and full case management. www.sfbar.org/espo
- Mediation Services of BASF - Experienced professional mediators, screened and approved, provide one hour of preparation and the first two hours of mediation time for a BASF administrative fee of \$295 per party. Mediation time beyond that is charged at the mediator's hourly rate. Waivers of the administrative fee are available to those who qualify. BASF assists parties with mediator selection, conflicts checks and full case management. www.sfbar.org/mediation
- Private Mediation - Mediators and ADR provider organizations charge by the hour or by the day, current market rates. ADR organizations may also charge an administrative fee. Parties may find experienced mediators and organizations on the Internet.
- Judicial Arbitration - Non-binding arbitration is available to cases in which the amount in controversy is \$50,000 or less and no equitable relief is sought. The court appoints a pre-screened arbitrator who will issue an award. There is no fee for this program. www.sfsuperiorcourt.org
- Other ADR process (describe) _____

2) The parties agree that the ADR Process shall be completed by (date): _____

3) Plaintiff(s) and Defendant(s) further agree as follows:

Name of Party Stipulating _____

Name of Party Stipulating _____

Name of Party or Attorney Executing Stipulation _____

Name of Party or Attorney Executing Stipulation _____

Signature of Party or Attorney _____

Signature of Party or Attorney _____

Plaintiff Defendant Cross-defendant

Plaintiff Defendant Cross-defendant

Dated: _____

Dated: _____

Additional signature(s) attached

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Print, Date & signature, and address)		
TELEPHONE NO. _____ E-MAIL ADDRESS (Optional) _____ ATTORNEY OR (Name) _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS _____ MAILING ADDRESS _____ CITY AND ZIP CODE _____ BRANCH NAME _____		
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:		
CASE MANAGEMENT STATEMENT <i>(Check one):</i> <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)		CASE NUMBER _____
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court (if different from the address above):		
<input type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): _____		

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. Party or parties (answer one):
 - a. This statement is submitted by party (name): _____
 - b. This statement is submitted jointly by parties (names): _____
2. Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)
 - a. The complaint was filed on (date): _____
 - b. The cross-complaint, if any, was filed on (date): _____
3. Service (to be answered by plaintiffs and cross-complainants only)
 - a. All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. The following parties named in the complaint or cross-complaint
 - (1) have not been served (specify names and explain why not): _____
 - (2) have been served but have not appeared and have not been dismissed (specify names): _____
 - (3) have had a default entered against them (specify names): _____
 - c. The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served): _____
4. Description of case
 - a. Type of case in complaint cross-complaint (Describe, including causes of action): _____

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. Jury or nonjury trial

The party or parties request a jury trial a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. Trial date

- The trial has been set for (date):
- No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):
- Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):

7. Estimated length of trial

The party or parties estimate that the trial will take (check one):

- days (specify number):
- hours (short causes) (specify):

8. Trial representation (to be answered for each party)

The party or parties will be represented at trial by the attorney or party listed in the caption by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

Additional representation is described in Attachment B.

9. Preference

This case is entitled to preference (specify code section):

10. Alternative dispute resolution (ADR)

a. ADR information package. Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel has has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party has has not reviewed the ADR information package identified in rule 3.221.

b. Referral to judicial arbitration or civil action mediation (if available).

(1) This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

PLAINTIFF/PETITIONER:	CASE NUMBER
DEFENDANT/RESPONDENT:	

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (<i>specify</i>)	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

PLAINTIFF/PETITIONER	CASE NUMBER
DEFENDANT/RESPONDENT:	

11. Insurance

- a. Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: Yes No
- c. Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

- Bankruptcy Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. There are companion, underlying, or related cases:
 - (1) Name of case:
 - (2) Name of court:
 - (3) Case number:
 - (4) Status: Additional cases are described in Attachment 13a.
- b. A motion to consolidate coordinate will be filed by (*name party*):

14. Bifurcation

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. The party or parties have completed all discovery.
- b. The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
--------------	--------------------	-------------

- c. The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

17. Economic litigation

- a. This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

18. Other issues

- The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):

19. Meet and confer

- a. The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

 Additional signatures are attached.

EXHIBIT F

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

David R. Donadio, Esq., S.B. #154436

Brayton & Purcell LLP

222 Rush Landing Road

Novato, California 94948

TELEPHONE NO.: 415-898-1555

E-MAIL ADDRESS (Optional): mail@braytonlaw.com
ATTORNEY FOR (Name): PLAINTIFF

FAX NO. (Optional): 415-898-1247

FOR COURT USE ONLY

**DEFAULT ENTERED
AS REQUESTED**

ELECTRONICALLY

F I L E DSuperior Court of California,
County of San Francisco**MAY 13 2015**

Clerk of the Court

BY: NADITA MASON

Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: 400 McAllister Street

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco, 94102

BRANCH NAME:

PLAINTIFF/PETITIONER: Ysidro Limon, Sr.

DEFENDANT/RESPONDENT: AMCORD, INC, et al.

REQUEST FOR
(Application) Entry of Default
 Court Judgment Clerk's Judgment

CASE NUMBER:

CGC-15-276378

1. TO THE CLERK: On the complaint or cross-complaint filed

a. on (date): January 02, 2015

b. by (name): Ysidro Limon, Sr.

c. Enter default of defendant (names): C.F. Bolster Companyd. I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):

(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)

e. Enter clerk's judgment(1) for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.) Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.46.(2) under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)(3) for default previously entered on (date):

2. Judgment to be entered.

	Amount	Credits acknowledged	Balance
a. Demand of complaint	\$	\$	\$
b. Statement of damages.*	\$	\$	\$
(1) Special	\$	\$	\$
(2) General	\$	\$	\$
c. Interest	\$	\$	\$
d. Costs (see reverse)	\$	\$	\$
e. Attorney fees	\$	\$	\$
f. TOTALS	\$	\$	\$

g. Daily damages were demanded in complaint at the rate of: \$

per day beginning (date):

(* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)

3. (Check if filed in an unlawful detainer case) Legal document assistant or unlawful detainer assistant information is on the reverse (complete item 4).

MAY 13 2015

David R. Donadio

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

FOR COURT
USE ONLY

- (1) Default entered as requested on (date):
(2) Default NOT entered as requested (state reason):

Clerk, by _____ Deputy _____

PLAINTIFF/PETITIONER: Ysidro Limon, Sr.	CASE NUMBER:
DEFENDANT/RESPONDENT: AMCORD, INC., et al.	CGC-15-276378

4. Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.). A legal document assistant or unlawful detainer assistant did did not for compensation give advice or assistance with this form.
(If declarant has received any help or advice for pay from a legal document assistant or unlawful detainer assistant, state):

- a. Assistant's name: _____
- b. Street address, city, and zip code: _____
- c. Telephone no.: _____
- d. County of registration: _____
- e. Registration no.: _____
- f. Expires on (date): _____

5. Declaration under Code of Civil Procedure Section 585.5 (required for entry of default under Code Civ. Proc., § 585(a)).
This action

- a. is is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).
- b. is is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).
- c. is is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. Declaration of mailing (Code Civ. Proc., § 587). A copy of this Request for Entry of Default was

- a. not mailed to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (names):
C.F. Bolster Company
- b. mailed first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:
(1) Mailed on (date): _____ (2) To (specify names and addresses shown on the envelopes): _____

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.
Date:

MAY 13 2015 Sandie Dietler

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

7. Memorandum of costs (required if money judgment requested). Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

- a. Clerk's filing fees: \$ _____
- b. Process server's fees: \$ _____
- c. Other (specify): \$ _____
- d. \$ _____
- e. **TOTAL**: \$ _____
- f. Costs and disbursements are waived.

- g. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

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

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

8. Declaration of nonmilitary status (required for a judgment). No defendant named in item 1c of the application is in the military service so as to be entitled to the benefits of the Servicemembers Civil Relief Act (50 U.S.C. App. § 501 et seq.).

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

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

EXHIBIT G

ENDORSED
FILED

San Francisco County Superior Court

SEP 20 2017

CLERK OF THE COURT
BY: SAJJA RAVINANTAPRICA
Deputy Clerk

1 ALAN R. BRAYTON, ESQ., S.B. #73685
2 DAVID R. DONADIO, ESQ., S.B. #154436
3 NANCY T. WILLIAMS, ESQ., S.B. #201095
4 NWWilliams@braytonlaw.com
5 BRAYTON PURCELL LLP
6 Attorneys at Law
7 222 Rush Landing Road
8 P.O. Box 6169
9 Novato, California 94948-6169
10 (415) 898-1555
11 (415) 898-1247 (Fax No.)

12 Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

10 YSIDRO LIMON, SR.,)
11 Plaintiff,)
12 vs.)
13 AMCORD, INC., et al.,)
14 Defendants.)
15

) ASBESTOS
No. CGC-15-276378
DEFALT JUDGMENTS OF DAMAGES
AGAINST DEFENDANTS CARROLL
DUNCAN & CO., C.F. BOLSTER
COMPANY, E.S. BROWNING CO., AND
K & R AUTOMOTIVE

16 Hearing Date: September 21, 2017
17 Time: 9:00 a.m.

18 Dept.: 514, Hon. Gail Dekreon

Trial Date: Not Applicable

Filing Date: January 2, 2015

19 The application of Plaintiff YSIDRO LIMON ("Plaintiff") for entry of default judgment
20 against Defendants CARROLL DUNCAN & CO., C.F. BOLSTER COMPANY, E.S.
21 BROWNING CO., and K & R AUTOMOTIVE ("defendants") on the Complaint filed January
22 2, 2015 came on regularly for hearing on September 21, 2017.

23 The Court has reviewed all papers submitted with this application, including the
24 memorandum of points and authorities, supporting declarations, exhibits, and considering the
25 argument of Plaintiff's counsel, and has taken judicial notice of the filings in this action. It
26 appears that defendants have each been regularly served with process, defendants have failed to
27 answer or appear and defend the action within the time allowed by law, and default of defendants
28

1 have been duly entered. As such, Plaintiff is entitled to the relief sought in Plaintiff's application
2 for default judgments:

3 IT IS ORDERED, ADJUDGED, AND DECREED that the plaintiff YSIDRO LIMON
4 shall recover damages from the defendants as follows:

5 As to **CARROLL DUNCAN & CO.:**

6 To Plaintiff for Economic Damages:	\$78,061.04
7 To Plaintiff for Non-Economic Damages:	<hr/> \$750,000.00
8 Total of Economic Damages and 9 Non-Economic Damages:	<hr/> \$828,061.04

10 As to **C.F. BOLSTER COMPANY:**

11 To Plaintiff for Economic Damages:	\$78,061.04
12 To Plaintiff for Non-Economic Damages:	<hr/> \$750,000.00
13 Total of Economic Damages and 14 Non-Economic Damages:	<hr/> \$828,061.04

15 As to, **E.S. BROWNING CO.:**

16 To Plaintiff for Economic Damages:	\$78,061.04
17 To Plaintiff for Non-Economic Damages:	<hr/> \$750,000.00
18 Total of Economic Damages and 19 Non-Economic Damages:	<hr/> \$828,061.04

20 As to **K & R AUTOMOTIVE:**

21 To Plaintiff for Economic Damages:	\$78,061.04
22 To Plaintiff for Non-Economic Damages:	<hr/> \$750,000.00
23 Total of Economic Damages and 24 Non-Economic Damages:	<hr/> \$828,061.04

25 The judgments shall take effect immediately.

26 The Clerk is ordered to enter the judgments.

27 Dated SEP 26 2017

Judge of the Superior Court

28 **Gail Dekreon**

EXHIBIT H

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN FRANCISCO

3 - - - O O - - -

4 YSIDRO LIMON, SR.,

5 Plaintiff,

6 vs.

No. CGC-15-276378

7 AMCORD, INC., et al.,

8 Defendants.

9 _____ /

10
11
12
13 DEPOSITION OF YSIDRO LIMON, SR.

14 Volume I

15 (Pages 1 - 160)

16
17 Taken before Kimberly Whitmire

18
19 CSR No. 13540

20 December 2, 2015

21
22 Aiken Welch Court Reporters
23 One Kaiser Plaza, Suite 250
24 Oakland, California 94612
25 (510) 451-1580/(877) 451-1580
Fax: (510) 451-3797
www.aikenwelch.com

INDEX			Page 2	Page 4
		PAGE		
1	EXAMINATION BY MR. KASIMOV	6, 129, 137	1 APPEARANCES (Continued) :	
2	EXAMINATION BY MS. WEISS	112	2 For the Defendant Kaiser Gypsum Company, Inc.:	
3	EXAMINATION BY MS. HARAN	113, 136, 149	3 JONATHAN POLOSKOV	
4	EXAMINATION BY MS. MAAN	134, 151	4 DeHay & Elliston, LLP	
5	EXAMINATION BY MR. POLOSKOV	155	5 707 Wilshire Boulevard, Suite 4300	
6			6 Los Angeles, California 90017	
7			7 (213) 271-2727	
8			8 For the Defendant Certainteed Corporation:	
9			9 JON KASIMOV	
10			10 Dentons US, LLP	
11	DEFENSE	PAGE	11 300 South Grand Avenue, 14th Floor	
12	Exhibit 1	Notice of Taking Deposition And Request for Production of Documents	12 Los Angeles, California 90071	
13	Exhibit 2	Itemized Statement of Earnings	13 (213) 688-1000	
14	Exhibit 3	Itemized Statement of Earnings	14 Jon.kasimov@dentons.com	
15	Exhibit 4	Answers to Interrogatories	15 EXHIBITS	
16			16 LINDSAY WEISS	
17			17 Manion, Gaynor & Manning, LLP	
18			18 444 South Flower Street, Suite 2150	
19			19 Los Angeles, California 90071	
20			20 (213) 694-4206	
21			21 Lweiss@ngmlaw.com	
22			22 For the Defendant Familian Corporation:	
23			23 CHRISTOPHER M. SARGOY	
24			24 Pond North, LLP	
25			25 350 South Grand Avenue, Suite 3300	
			26 Los Angeles, California 90071	
			27 (213) 617-6170	
			28 Csargoy@pondnorth.com	
			29	
			30 For the Defendant Anheuser-Busch, LLC (fka	
			31 Anheuser-Busch, Inc.)	
			32 CRISTYN N. CHADWICK (via phone)	
			33 Reed Smith, LLP	
			34 355 South Grand Avenue, 29th Floor	
			35 Los Angeles, California 90071	
			36 (213) 457-8000	
			37 Cchadwick@reedsmit.com	
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1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN FRANCISCO

3 - - - O O - - -

4 YSIDRO LIMON, SR.,

5 Plaintiff,

6 vs.

No. CGC-15-276378

7 AMCORD, INC., et al.,

8 Defendants.

9 _____ /

10
11
12
13 DEPOSITION OF YSIDRO LIMON, SR.

14 VOLUME II

15 (Pages 161-364)

16
17 Taken before Melissa Watanabe

18
19 CSR No. 13191

20 December 3, 2015

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	I N D E X	PAGE	Page 162	Page 164
1				
2				
3	EXAMINATION BY MR. KASIMOV	166, 192, 206, 228, 268, 285		1 APPEARANCES (Continued) :
4	EXAMINATION BY MS. HARAN	190, 205, 224, 227, 284		2 For the Defendant Kaiser Gypsum Company, Inc.:
5	EXAMINATION BY MS. MAAN	191, 205, 224		3 JONATHAN POLOSKOV DeHay & Elliston, LLP
6	EXAMINATION BY MR. SARGOY	204, 223, 260		4 707 Wilshire Boulevard, Suite 4300 Los Angeles, California 90017
7	EXAMINATION BY MR. POLOSKOV	222, 227		5 (213) 271-2727 JPoloskov@dehay.com
8	EXAMINATION BY MS. CHADWICK	343		6
9				7 For the Defendant Certainteed Corporation:
10				8 JON KASIMOV Dentons US, LLP
11				9 300 South Grand Avenue, 14th Floor Los Angeles, California 90071
12				10 (213) 688-1000 Jon.kasimov@dentons.com
13				11
14				12 For the Defendant Martin Bros./Marcowall, Inc.:
15				13 LINDSAY WEISS (via phone)
16				14 Manion, Gaynor & Manning, LLP
17	DEFENSE	PAGE		15 444 South Flower Street, Suite 2150 Los Angeles, California 90071
18	Exhibit 5 Hand-drawn Diagram	238		16 (213) 694-4206 Lweiss@mglmaw.com
19	Exhibit 6 Hand-drawn Diagram	299		17
20	Exhibit 7 Verification For Answers to			18 For the Defendant Familian Corporation:
21	Interrogatories	305		19 CHRISTOPHER M. SARGOY Pond North, LLP
22				20 350 South Grand Avenue, Suite 3300 Los Angeles, California 90071
23				21 (213) 617-6170 Csargoy@pondnorth.com
24				22
25				23
				24
				25
			Page 163	Page 165
1				1 APPEARANCES (Continued)
2				2 For the Defendant Anheuser-Busch, LLC (fka
3	DEPOSITION OF YSIDRO LIMON, SR.			Anheuser-Busch, Inc.):
4	BE IT REMEMBERED, that pursuant to Notice, and on			3
5	the 3rd day of December 2015, commencing at the hour of			4 CRISTYN N. CHADWICK (via phone)
6	9:05 a.m., at the Radisson Hotel Whittier, 7320 Greenleaf			5 Reed Smith, LLP
7	Drive, Whittier, California 90602, before me, Melissa			6 355 South Grand Avenue, 29th Floor
8	Watanabe, a Certified Shorthand Reporter, State of			7 Los Angeles, California 90071
9	California, personally appeared YSIDRO LIMON, SR.,			8 (213) 457-8000
10	produced as a witness in said action, and being by me			9 Cchadwick@reedsmit.com
11	first duly sworn, was thereupon examined as a witness in			10
12	said cause.			11 For the Defendant Pierce Lathing Co. (Dba Pierce
13	APPEARANCES			12 Enterprises):
14	For the Plaintiff:			13 AALIA MAAN (via phone)
15	MICHAEL MILLER			14 Walsworth WFBM, LLP
16	Brayton Purcell			15 601 Montgomery Street, 9th Floor
17	222 Rush Landing Road			16 San Francisco, California 94111
18	Novato, California 94948			17 (415) 781-7072
19	(800) 765-7778			18
20	Mmillier@braytonlaw.com			19
21				20
22	For the Defendant Amcord, Inc.:			21
23	GINA HARAN (via phone)			22
24	Adams, Nye, Becht, LLP			23
25	222 Kearny Street, 7th Floor			24
	San Francisco, California 94108			25
	(415) 982-8955			
	Gharan@adamsnye.com			

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN FRANCISCO

3 - - - O O - - -

4 YSIDRO LIMON, SR.,

5 Plaintiff,

6 vs.

No. CGC-15-276378

7 AMCORD, INC., et al.,

8 Defendants.

9 _____ /

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11
12
13 DEPOSITION OF YSIDRO LIMON, SR.

14 VOLUME III

15 (Pages 365-504)

16
17 Taken before Melissa Watanabe

18
19 CSR No. 13191

20 December 4, 2015

21
22 Aiken Welch Court Reporters
23 One Kaiser Plaza, Suite 250
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INDEX		Page 366	Page 368
	PAGE		
1	EXAMINATION BY MR. KASIMOV	370, 453, 462, 469, 492, 496, 501	1 APPEARANCES (Continued): 2 For the Defendant Kaiser Gypsum Company, Inc.: 3 JONATHAN POLOSKOV DeHay & Elliston, LLP 707 Wilshire Boulevard, Suite 4300 Los Angeles, California 90017 (213) 271-2727 JPoloskov@dehay.com
2	EXAMINATION BY MS. WEISS	399, 470, 497, 500	4
3	EXAMINATION BY MR. SARGOY	410, 463, 501	5
4	EXAMINATION BY MR. POLOSKOV	426, 449, 454, 463, 495, 497	6
5	EXAMINATION BY MS. HARAN	442	7 For the Defendant CertainTeed Corporation: 8 JON KASIMOV Dentons US, LLP 9 300 South Grand Avenue, 14th Floor Los Angeles, California 90071 (213) 688-1000 Jon.kasimov@dentons.com
6	EXAMINATION BY MS. MAAN	447	10
7			11
8			12 For the Defendant Martin Bros./Marcowall, Inc.: 13 LINDSAY WEISS Manion, Gaynor & Manning, LLP 14 444 South Flower Street, Suite 2150 Los Angeles, California 90071 (213) 694-4206 Lweiss@mglmaw.com
9			15
10			16
11			17 For the Defendant Familiar Corporation: 18 CHRISTOPHER M. SARGOY Pond North, LLP 19 350 South Grand Avenue, Suite 3300 Los Angeles, California 90071 (213) 617-6170 Csargoy@pondnorth.com
12			20
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25			
		Page 367	Page 369
1	DEPOSITION OF YSIDRO LIMON, SR.		
2			1 APPEARANCES (Continued)
3	BE IT REMEMBERED, that pursuant to Notice, and on		2 For the Defendant Anheuser-Busch, LLC (fka
4	the 4th day of December 2015, commencing at the hour of		Anheuser-Busch, Inc.):
5	9:17 a.m., at the Radisson Hotel Whittier, 7320 Greenleaf		3 CANDACE NEAL (via phone)
6	Drive, Whittier, California 90602, before me, Melissa		4 Reed Smith, LLP
7	Watanabe, a Certified Shorthand Reporter, State of		5 355 South Grand Avenue, 29th Floor
8	California, personally appeared YSIDRO LIMON, SR.,		6 Los Angeles, California 90071
9	produced as a witness in said action, and being by me		7 (213) 457-8000
10	first duly sworn, was thereupon examined as a witness in		6 Cneal@reedsmit.com
11	said cause.		7
12	---oo---		For the Defendant Pierce Lathing Co. (Dba Pierce
13	APPEARANCES		Enterprises):
14	For the Plaintiff:		9 AALIA MAAN (via phone)
15	MICHAEL MILLER		10 Walsworth WFBM, LLP
16	Brayton Purcell		11 601 Montgomery Street, 9th Floor
17	222 Rush Landing Road		12 San Francisco, California 94111
18	Novato, California 94948		13 (415) 781-7072
19	(800) 765-7778		14
20	Mmiller@braytonlaw.com		15
21	For the Defendant Amcord, Inc.:		16
22	GINA HARAN (via phone)		17
23	Adams, Nye, Becht, LLP		18
24	222 Kearny Street, 7th Floor		19
25	San Francisco, California 94108		20
	(415) 982-8955		21
	Gharan@adamsnye.com		22
			23
			24
			25

EXHIBIT I

**Deposition of
Ysidro Limon, Sr.
Vol. II
December 3, 2015**

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN FRANCISCO

3 - - - O O - - -

4 YSIDRO LIMON, SR.,

5 Plaintiff,

6 vs.

No. CGC-15-276378

7 AMCORD, INC., et al.,

8 Defendants.

9 _____ /

10
11 DEPOSITION OF YSIDRO LIMON, SR.

12
13 VOLUME II

14 (Pages 161-364)

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20 December 3, 2015

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	I N D E X	PAGE	Page 162	Page 164
1				
2				
3	EXAMINATION BY MR. KASIMOV	166, 192, 206, 228, 268, 285		1 APPEARANCES (Continued) :
4	EXAMINATION BY MS. HARAN	190, 205, 224, 227, 284		2 For the Defendant Kaiser Gypsum Company, Inc.:
5	EXAMINATION BY MS. MAAN	191, 205, 224		3 JONATHAN POLOSKOV DeHay & Elliston, LLP
6	EXAMINATION BY MR. SARGOY	204, 223, 260		4 707 Wilshire Boulevard, Suite 4300 Los Angeles, California 90017
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14				12 For the Defendant Martin Bros./Marcowall, Inc.:
15				13 LINDSAY WEISS (via phone)
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18	Exhibit 5 Hand-drawn Diagram	238		16 (213) 694-4206 Lweiss@mglmaw.com
19	Exhibit 6 Hand-drawn Diagram	299		17
20	Exhibit 7 Verification For Answers to			18 For the Defendant Familian Corporation:
21	Interrogatories	305		19 CHRISTOPHER M. SARGOY Pond North, LLP
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24				22
25				23
				24
				25
			Page 163	Page 165
1				1 APPEARANCES (Continued)
2				2 For the Defendant Anheuser-Busch, LLC (fka
3	DEPOSITION OF YSIDRO LIMON, SR.			Anheuser-Busch, Inc.):
4	BE IT REMEMBERED, that pursuant to Notice, and on			3
5	the 3rd day of December 2015, commencing at the hour of			4 CRISTYN N. CHADWICK (via phone)
6	9:05 a.m., at the Radisson Hotel Whittier, 7320 Greenleaf			5 Reed Smith, LLP
7	Drive, Whittier, California 90602, before me, Melissa			6 355 South Grand Avenue, 29th Floor
8	Watanabe, a Certified Shorthand Reporter, State of			7 Los Angeles, California 90071
9	California, personally appeared YSIDRO LIMON, SR.,			8 (213) 457-8000
10	produced as a witness in said action, and being by me			9 Cchadwick@reedsmit.com
11	first duly sworn, was thereupon examined as a witness in			10
12	said cause.			11 For the Defendant Pierce Lathing Co. (Dba Pierce
13	APPEARANCES			12 Enterprises):
14	For the Plaintiff:			13 AALIA MAAN (via phone)
15	MICHAEL MILLER			14 Walsworth WFBM, LLP
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22	For the Defendant Amcord, Inc.:			21
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Page 168

Page 166

1 YSIDRO LIMON, SR.
 2 previously sworn as a witness
 3 testified as follows:

5 MR. KASIMOV: On the record.

7 EXAMINATION BY MR. KASIMOV:

8 Q. Good morning, Mr. Limon. Thank you for coming
 9 back for day two of your deposition.

10 You feel well enough to provide your best
 11 testimony today?

12 A. Yes.

13 Q. Have you taken any medications since we
 14 adjourned yesterday that you believe would affect your
 15 ability --

16 A. No.

17 Q. -- to recall or testify?

18 A. No.

19 Q. And once again, as I told you yesterday, if you
 20 need a break for any reason, just say so, we'll stop at
 21 your convenience.

22 A. Okay.

23 Q. I wanted to talk to you about your work for
 24 Orvin Engineering Corporation.

25 You testified yesterday that you recalled one

1 A. The only ones that I can recall was the
 2 electricians.

3 Q. Do you recall what the electricians were doing
 4 while you observed them?

5 A. Evidently, running electrical.

6 Q. Conduit?

7 A. Conduit and wiring.

8 Q. All right. Do you recall seeing any insulation
 9 on any pipes or duct work or anywhere else --

10 A. No.

11 Q. -- at that location?

12 A. This was strictly a warehouse, metal building.

13 MR. KASIMOV: Follow-up on Orvin?

14 BY MR. KASIMOV:

15 Q. Sir, I'm going to talk to you about your work
 16 for Atlas Automatic Sprinkler Company?

17 A. Uh-huh.

18 Q. You testified yesterday that you worked at
 19 schools in L.A., you mentioned that there was an office
 20 building job on Olympic Boulevard, you did some
 21 underground in Echo Park, and you did a small department
 22 store, which we'll get to. I think you said that was a
 23 repair job.

24 So let me ask you first about the job in the
 25 office building on Olympic. Do you have that in mind?

Page 169

Page 167

1 job for Orvin. It was at a General --

2 A. General Tires.

3 Q. -- General Tires, in the city of Orange?

4 A. City of Orange.

5 Q. Do you recall approximately when you worked at
 6 that location?

7 A. That would be roughly around the middle '60s.

8 Q. Do you remember how long you were on that job,
 9 approximately?

10 A. On that job, it was probably about a month.

11 Q. Do you recall if it was new construction or
 12 remodel?

13 A. It was a new construction.

14 Q. Did you do interior work, exterior work or both?

15 A. It was interior, all fire protection.

16 Q. Did you personally work with any materials that
 17 were constructed with anything other than wrought iron
 18 and steel?

19 A. That's it.

20 Q. Did anyone else who was employed by Orvin on
 21 that job work with any materials other than wrought iron
 22 and steel?

23 A. No.

24 Q. Did you see any other trades or crafts working
 25 at the General Tires site?

1 A. That was just an office building, two-story.

2 Q. Do you remember approximately when you worked
 3 there?

4 A. It would have been sometime around the '80s or
 5 '70s. Early '70s or around there.

6 Q. Early '70s?

7 A. Yeah.

8 Q. All right. Sir, I'd like to call your attention
 9 to Exhibit 4, those are the interrogatory answers to your
 10 right there, and please turn to page 9.

11 Do you have page 9?

12 A. Yes.

13 Q. If you'll look at the bottom, sir, beginning at
 14 line 20, there is a discussion regarding your work for
 15 Atlas Automatic Sprinkler Company. And if you'll look at
 16 the portion of that page, beginning at line 22 --
 17 actually, between 22 and 23, it says, "Plaintiff worked
 18 in close proximity to workers applying asbestos
 19 insulation to hot waterlines."

20 Do you recall that from your work with Atlas
 21 Automatic Sprinkler?

22 A. Yeah, that was -- some of these schools, like I
 23 said, they were new, and they did work on them.

24 Q. And is it your recollection, sir, that you
 25 worked for Atlas at those schools sometime between

<p style="text-align: right;">Page 206</p> <p>1 Q. Did you see any drywall or joint compound work 2 at the Buena Park location?</p> <p>3 A. No.</p> <p>4 Q. Okay. And the Broadway Store, when you were 5 working there for Cosco, did you see any fireproofing?</p> <p>6 A. No. It was -- no.</p> <p>7 Q. And at the Broadway Store, did you see any 8 drywall or joint compound work?</p> <p>9 A. Not at the time, no.</p> <p>10 Q. Did you see any plaster work?</p> <p>11 A. No. It was -- it was -- like I mentioned 12 before, it was -- the exterior wall was block wall.</p> <p>13 Q. Okay. Thank you so much.</p> <p>14</p> <p>15 EXAMINATION BY MR. KASIMOV:</p> <p>16 Q. Sir, you mentioned that you did some work for 17 Cosco at UCLA?</p> <p>18 A. Yes.</p> <p>19 Q. Was that new construction work or were you 20 working in an existing building?</p> <p>21 A. From what I recall, it was new -- new work.</p> <p>22 Q. Do you remember how long you were at UCLA while 23 employed by Cosco?</p> <p>24 A. I was only there about a week.</p> <p>25 Q. Was that interior work, exterior work or both?</p>	<p style="text-align: right;">Page 208</p> <p>1 told me where the Alcoa Towers were, and I forgot. 2 Can you please tell me again.</p> <p>3 A. It's in Century City, off of Santa Monica 4 Boulevard and Avenue of the Stars.</p> <p>5 Q. What year were you there?</p> <p>6 A. That would have to be between the middle '60s 7 and probably the early '70s. I can't give you a 8 definite --</p> <p>9 Q. All right. Do you recall how long you were 10 there?</p> <p>11 A. I was there about a month or so.</p> <p>12 Q. Were you the foreman?</p> <p>13 A. Yes.</p> <p>14 Q. How many guys did you have working for you?</p> <p>15 A. Myself and two other guys.</p> <p>16 Q. Do you remember their names?</p> <p>17 A. No, I don't.</p> <p>18 Q. Was this new construction work?</p> <p>19 A. It was new construction.</p> <p>20 Q. Did you perform all of your work indoors or did 21 you also do outdoor work?</p> <p>22 A. Indoors.</p> <p>23 Q. What was the nature of the work that you 24 performed?</p> <p>25 A. We installed fire protection in the basement.</p>
<p style="text-align: right;">Page 207</p> <p>1 A. Interior.</p> <p>2 Q. All interior?</p> <p>3 A. Yes.</p> <p>4 Q. Did you work with anything other than wrought 5 iron and steel?</p> <p>6 A. No.</p> <p>7 Q. Did you see any other trades at UCLA?</p> <p>8 A. Not that I recall.</p> <p>9 Q. Did you install -- let me ask you this 10 way: What did you install your hangers in?</p> <p>11 A. It was concrete.</p> <p>12 Q. Was the concrete insulated or fireproofed?</p> <p>13 A. No.</p> <p>14 Q. Did you disturb any insulation at UCLA?</p> <p>15 A. No.</p> <p>16 Q. Did you see anyone else do so?</p> <p>17 A. No.</p> <p>18 Q. Did any of the men that you worked with at UCLA 19 work with anything other than steel and wrought iron 20 parts?</p> <p>21 A. No.</p> <p>22 Q. You mentioned working for Cosco at the Alcoa 23 Towers?</p> <p>24 A. That was an office building.</p> <p>25 Q. All right. And I apologize, sir, yesterday you</p>	<p style="text-align: right;">Page 209</p> <p>1 Q. By "fire protection," do you mean valves?</p> <p>2 A. Valves, sprinkler heads, piping.</p> <p>3 Q. And the pipes and the hangers?</p> <p>4 A. Yes.</p> <p>5 Q. Were you in a boiler room?</p> <p>6 A. No.</p> <p>7 Q. Where in the basement were you?</p> <p>8 A. It was -- it was a big underground parking 9 garage.</p> <p>10 Q. You were in the parking garage?</p> <p>11 A. Right.</p> <p>12 Q. What did you install your hangers in?</p> <p>13 A. Concrete.</p> <p>14 Q. Did you see any other trades?</p> <p>15 A. No. It was just us in the basement.</p> <p>16 Q. Was the concrete fireproofed?</p> <p>17 A. No.</p> <p>18 Q. Did you see any fireproofing in the basement, in 19 the parking garage?</p> <p>20 A. No, none whatsoever. It was all concrete.</p> <p>21 Q. Did you disturb or see either of the guys 22 working for you disturb any material, other than 23 concrete?</p> <p>24 A. No.</p> <p>25 Q. Did you or they work with any materials, other</p>

<p style="text-align: right;">Page 210</p> <p>1 than the valves and the hangers, steel pipes and the 2 sprinklers?</p> <p>3 A. Right, that's all.</p> <p>4 Q. Okay. You mentioned also working at the ARCO 5 Towers?</p> <p>6 A. I was there just temporarily.</p> <p>7 Q. At ARCO?</p> <p>8 A. ARCO.</p> <p>9 Q. And those are the towers downtown?</p> <p>10 A. Yes.</p> <p>11 Q. What year were you there?</p> <p>12 A. Sometime in the late '60s.</p> <p>13 Q. For how long?</p> <p>14 A. About two weeks.</p> <p>15 Q. Were you there for the new construction?</p> <p>16 A. Yes.</p> <p>17 Q. Were you there as a foreman or a member of 18 someone else's crew?</p> <p>19 A. No, I was there just filling in time.</p> <p>20 Q. On a crew or by yourself?</p> <p>21 A. No, I was working with another guy.</p> <p>22 Q. Do you know his name?</p> <p>23 A. No.</p> <p>24 Q. What did you do at the ARCO Towers?</p> <p>25 A. Fire protection.</p>	<p style="text-align: right;">Page 212</p> <p>1 A. There might have been some. 2 Q. Might have been or there was? 3 A. There was. Like I say -- 4 Q. What can you tell me about the pipe insulation 5 that you saw at the ARCO Towers? 6 A. I didn't really look at it to see what material 7 it was, but I knew they were insulated. 8 Q. Did you work in proximity to those pipes? 9 A. Not fairly close, but around the same area. 10 Q. Okay. Did you disturb any of that insulation? 11 A. No. 12 Q. Did you see the plumbers or air conditioner guys 13 disturb any of that insulation? 14 A. No. 15 Q. Did you see anybody installing insulation? 16 A. Not in the area where I was working. 17 Q. Did you see anybody installing insulation 18 anywhere at ARCO Towers, even from a distance? 19 A. They were all over. 20 Q. What is the closest that you got to anybody 21 working with insulation at ARCO? 22 A. I don't recall how close, but they were around 23 the floors. 24 Q. Do you recall if you were within 20 feet? 25 A. Probably more or less. I couldn't tell you.</p>
<p style="text-align: right;">Page 211</p> <p>1 Q. What -- what aspect of it?</p> <p>2 A. Installation.</p> <p>3 Q. Was it all hanger and sprinkler heads and pipe 4 work or did you do any valve work?</p> <p>5 A. No, it was just strictly running the piping.</p> <p>6 Q. Where in the ARCO Towers were you running the 7 piping?</p> <p>8 A. It was one of the upper floors. I don't recall 9 where.</p> <p>10 Q. You worked in the overhead there?</p> <p>11 A. Yes.</p> <p>12 Q. Did you see any other trades at the ARCO Towers?</p> <p>13 A. There was a multitude of plumbers, air 14 conditioning people, drywallers, framers, air 15 conditioning.</p> <p>16 Q. Do you know who hired any of those crafts?</p> <p>17 A. No.</p> <p>18 Q. What did you install your hangers in?</p> <p>19 A. It was concrete.</p> <p>20 Q. Was the concrete insulated?</p> <p>21 A. No.</p> <p>22 Q. Fireproofed?</p> <p>23 A. No.</p> <p>24 Q. Did you see any pipe insulation in the overheads 25 where you were working?</p>	<p style="text-align: right;">Page 213</p> <p>1 Q. All right. Do you recall ever seeing any debris 2 on the floor where you were working?</p> <p>3 A. I don't recall.</p> <p>4 MR. MILLER: Vague as to "debris."</p> <p>5 MR. KASIMOV: I'll rephrase.</p> <p>6 BY MR. KASIMOV:</p> <p>7 Q. Do you recall seeing any insulation debris on 8 the floor?</p> <p>9 A. There might have been, but --</p> <p>10 Q. What did you see the framers do at ARCO?</p> <p>11 A. They were installing metal walls.</p> <p>12 Q. The metal studs?</p> <p>13 A. The metal stud walls.</p> <p>14 Q. Okay. And all the materials that you worked 15 with were made out of either wrought iron or steel?</p> <p>16 A. Yes.</p> <p>17 Q. Same with the fellow that you worked with?</p> <p>18 A. Yes. All sprinkler pipes, rot iron steel pipe.</p> <p>19 Q. You didn't disturb any materials, to your 20 recollection, other than the concrete?</p> <p>21 A. That's it.</p> <p>22 Q. You mentioned working at the Shubert Theater in 23 Century City?</p> <p>24 A. Yes.</p> <p>25 Q. Do you remember when you worked there?</p>

<p>1 there was a core drill.</p> <p>2 Q. Was the concrete insulated or fireproofed?</p> <p>3 A. No.</p> <p>4 Q. Did you see any other trades penetrating any</p> <p>5 construction materials, other than concrete or drywall?</p> <p>6 A. No, I didn't.</p> <p>7 MR. KASIMOV: Is there any follow-up on the</p> <p>8 Shubert Theater, the Alcoa Towers or the ARCO Towers on</p> <p>9 the phone?</p> <p>10 MR. POLOSKOV: I have one -- a couple of</p> <p>11 follow-ups.</p> <p>12 EXAMINATION BY MR. POLOSKOV:</p> <p>13 Q. Mr. Limon, you've been mentioning time frames as</p> <p>14 far as, like, the late 1960's.</p> <p>15 What is your understanding as "late 1960's"?</p> <p>16 Would that be, like, 1967 to, like, 1969? Is that what</p> <p>17 you mean when you say --</p> <p>18 A. Yeah, that would include those years.</p> <p>19 Q. Okay. So when you referenced early 1960's,</p> <p>20 would that be, like, 1960 to 1963?</p> <p>21 A. Or -- '63 or -'4, right there.</p> <p>22 Q. Okay. And then the mid-'60s would be from '63</p> <p>23 to '64 to '60 --</p> <p>24 A. '66 or so.</p>	<p>Page 222</p> <p>1 MS. HARAN: Can I have some follow-up? I'm</p> <p>2 sorry.</p> <p>3 MR. KASIMOV: Okay. Go ahead.</p> <p>4</p> <p>5 EXAMINATION BY MS. HARAN:</p> <p>6 Q. Hi, sir. This is Gina Haran.</p> <p>7 At the ARCO Towers or the Shubert Theater, did</p> <p>8 you see anyone doing any exterior wall work?</p> <p>9 A. No.</p> <p>10 Q. Okay. Thank you.</p> <p>11 MS. HARAN: Sorry to interrupt.</p> <p>12 MS. MAAN: I have some follow-up, too, on the</p> <p>13 phone, sir.</p> <p>14</p> <p>15 EXAMINATION BY MS. MAAN:</p> <p>16 Q. Sir, when you were working at UCLA for Cosco,</p> <p>17 did you see any drywall or joint compound work?</p> <p>18 A. There was drywall.</p> <p>19 Q. Did you see any drywall work being installed?</p> <p>20 A. Yes. Because it was, more or less, like, office</p> <p>21 buildings.</p> <p>22 Q. Do you know who employed the people installing</p> <p>23 the drywall?</p> <p>24 A. No, I don't.</p> <p>25 Q. Do you know the brand name or manufacturer of</p>
<p>1 Q. All right. Thank you.</p> <p>2</p> <p>3 EXAMINATION BY MR. SARGOY:</p> <p>4 Q. I have a couple of follow-up questions regarding</p> <p>5 the ARCO Towers building, Mr. Limon.</p> <p>6 You testified earlier that you witnessed</p> <p>7 other -- that you witnessed plumbers working at this</p> <p>8 location.</p> <p>9 Did you work in proximity to these plumbers?</p> <p>10 A. They were around, but I couldn't tell you how</p> <p>11 close or how far we were from them. They would be in the</p> <p>12 same floor.</p> <p>13 Q. Were they working more than 50 feet away from</p> <p>14 you?</p> <p>15 A. Probably less.</p> <p>16 Q. Did they work more than 20 feet away from you?</p> <p>17 A. I couldn't give you an exact -- I was doing my</p> <p>18 part, and they were around.</p> <p>19 Q. Did you see these plumbers penetrate any</p> <p>20 construction materials?</p> <p>21 A. No.</p> <p>22 Q. No more questions. Thank you.</p> <p>23 BY MR. KASIMOV:</p> <p>24 Q. All right. Sir, you mentioned working for Cosco</p> <p>25 at the --</p>	<p>Page 223</p> <p>1 the drywall materials being installed?</p> <p>2 A. I didn't see the -- because they had it stacked</p> <p>3 outside the building, and we were working inside, and</p> <p>4 they would bring it in as they needed it.</p> <p>5 MS. MAAN: Sorry, can I get that answer read</p> <p>6 back.</p> <p>7 (Record Read.)</p> <p>8 THE REPORTER: And, Counsel, can you identify</p> <p>9 yourself, please. I'm sorry.</p> <p>10 MS. MAAN: I'm sorry, this is Aalia Maan.</p> <p>11 BY MS. MAAN:</p> <p>12 Q. At UCLA, did you see any plaster work being</p> <p>13 performed?</p> <p>14 A. No.</p> <p>15 Q. When you were working at the ARCO plaza for</p> <p>16 Cosco, did you see any plaster work being performed?</p> <p>17 A. No.</p> <p>18 Q. And you testified to seeing drywallers at the</p> <p>19 ARCO plaza for Cosco. Do you recall that testimony?</p> <p>20 A. Yes, there was a lot of drywall work throughout</p> <p>21 the floors.</p> <p>22 Q. Did you see any drywallers performing work in</p> <p>23 your presence?</p> <p>24 A. In some areas, yes.</p> <p>25 Q. And what did you see them doing?</p>

<p style="text-align: right;">Page 282</p> <p>1 A. No.</p> <p>2 Q. Were you paired with anyone at United -- pardon 3 me -- Wickes Furniture in Buena Park? Did you have a 4 partner or someone working with you?</p> <p>5 A. I went in there, and they already had a crew -- 6 I don't remember the number -- and I worked with them.</p> <p>7 Q. All right. Do you remember anyone on that job 8 by name?</p> <p>9 A. The only one I recall I helped working in the 10 rack is Gene Casetl.</p> <p>11 Q. How do you spell Casetl?</p> <p>12 A. C-a-s-e-t-l.</p> <p>13 Q. C-a-s-e-t-l?</p> <p>14 A. Yes.</p> <p>15 Q. Is he still around, to your knowledge?</p> <p>16 A. No, he passed away some years back.</p> <p>17 Q. All right. Did you see any insulation at the 18 Wickes store in Newport Beach -- pardon me -- in 19 Buena Park?</p> <p>20 A. Not that I recall.</p> <p>21 Q. And the only trades you saw working around you 22 were electricians and carpenters?</p> <p>23 A. Electricians and carpenters.</p> <p>24 Q. Right.</p> <p>25 What were the carpenters doing?</p>	<p style="text-align: right;">Page 284</p> <p>1 Q. Did you see any broken tiles on the floor?</p> <p>2 A. No. I was in the back part.</p> <p>3 Q. Were you -- how far were you from where the 4 floor tile installers worked?</p> <p>5 A. A good 30 feet or more.</p> <p>6 Q. Did you see any insulation at West Covina?</p> <p>7 A. No.</p> <p>8 MR. KASIMOV: Any follow-up regarding the Wickes 9 stores, the Newport Beach Safeway store or United Parcel?</p> <p>10 MS. HARAN: I do.</p> <p>11</p> <p>12 EXAMINATION BY MS. HARAN:</p> <p>13 Q. Hello, sir. This is Gina Haran. Can you hear 14 me okay?</p> <p>15 A. Yes.</p> <p>16 Q. At the Wickes Buena Park shop, did you see 17 anyone doing exterior wall work?</p> <p>18 A. No.</p> <p>19 Q. How about the West Covina location?</p> <p>20 A. No.</p> <p>21 Q. And did you see any exterior wall work at the 22 United Parcel or Newport Beach Safeway shop?</p> <p>23 A. The United Parcel was completed. We were just 24 doing some corrections.</p> <p>25 Q. So the answer is no, you did not see anybody do</p>
<p style="text-align: right;">Page 283</p> <p>1 A. They were working -- they had a section where 2 they had their office and restrooms, all that stuff like 3 that.</p> <p>4 Q. They were framing the office area?</p> <p>5 A. Yeah.</p> <p>6 Q. Was the West Covina store also new construction?</p> <p>7 A. Yes.</p> <p>8 Q. Did you see any other trades working there?</p> <p>9 A. Oh, yeah, they had -- at that time they were in 10 a big rush to get it opened, and there was painters, 11 floor tile people, ceiling tile people, electricians 12 finishing up. And we were working in the rack system.</p> <p>13 Q. And you were there in about the mid-'70s?</p> <p>14 A. It was around there.</p> <p>15 Q. Do you recall more specifically when?</p> <p>16 A. It was about Christmastime. The guys were 17 working 24 hours a day.</p> <p>18 Q. Do you know the brand or manufacturer of any of 19 the ceiling tiles that were installed?</p> <p>20 A. No.</p> <p>21 Q. Did you have to cut any of the tiles yourself?</p> <p>22 A. No, I didn't work in that area. I worked in the 23 rack system.</p> <p>24 Q. All right. Did you see anyone cutting tiles?</p> <p>25 A. No, I didn't.</p>	<p style="text-align: right;">Page 285</p> <p>1 any wall work, correct?</p> <p>2 A. No. The Safeway store, that one was concreted 3 exterior walls.</p> <p>4 Q. Okay. Thank you, sir. That's all I have.</p> <p>5</p> <p>6 EXAMINATION BY MR. KASIMOV:</p> <p>7 Q. What work did you do for Grinnell at UCLA?</p> <p>8 A. It was a service call.</p> <p>9 Q. Do you remember what decade you were there?</p> <p>10 A. No.</p> <p>11 Q. Do you remember what the service involved?</p> <p>12 A. No. It was a long time ago. I can't recall.</p> <p>13 Q. Do you recall working with or being exposed to 14 any type of material at UCLA during the Grinnell 15 employment, other than steel and wrought iron?</p> <p>16 A. No.</p> <p>17 Q. You didn't see any other trades there?</p> <p>18 A. No, no trades there.</p> <p>19 Q. All right. You said that you did some work at 20 Pepperdine.</p> <p>21 What did you do for --</p> <p>22 A. Pepperdine were the corrections.</p> <p>23 Q. What type of corrections?</p> <p>24 A. Relocating sprinkler heads.</p> <p>25 Q. Did you have to relocate any of the pipes, as</p>

<p>1 well?</p> <p>2 A. Yes.</p> <p>3 Q. What building or buildings were you in?</p> <p>4 A. I don't recall, but it was one of their main</p> <p>5 buildings.</p> <p>6 Q. How long were you there?</p> <p>7 A. We were there about a week.</p> <p>8 Q. Did you see any other trades?</p> <p>9 A. No. It was completed.</p> <p>10 Q. Were you working in an overhead?</p> <p>11 A. We were working above the ceiling to get to the</p> <p>12 piping to make the correction, and then we would relocate</p> <p>13 the sprinkler head, and then we would have to give</p> <p>14 dimensions to locate where we were coming down, and then</p> <p>15 we had to cut the tile.</p> <p>16 Q. Cut the ceiling tile?</p> <p>17 A. Yes.</p> <p>18 Q. Two-feet-by-four-feet tile?</p> <p>19 A. No, this was nine-inch square.</p> <p>20 Q. I'm sorry if I asked you this, sir, but do you</p> <p>21 remember when you were at Pepperdine?</p> <p>22 A. Probably when I was employed with them, which</p> <p>23 was about the '70s, the middle '70s.</p> <p>24 Q. All right. Were the nine-inch ceiling tiles</p> <p>25 glued to the --</p>	<p>Page 286</p> <p>1 location, we would normally drop a nail through the tile,</p> <p>2 and then we would cut it with a hole saw and run the</p> <p>3 piping through.</p> <p>4 Q. What's your best estimate for the number of</p> <p>5 tiles that you cut?</p> <p>6 A. I couldn't tell you. We were all over the</p> <p>7 place.</p> <p>8 Q. Was it 10 or less? More than 10?</p> <p>9 A. It was more. I'd say about 30 or so.</p> <p>10 Q. How large were the holes that you cut?</p> <p>11 A. For the piping to come down for the sprinkler</p> <p>12 head?</p> <p>13 Q. Yeah.</p> <p>14 A. It was an inch and a half.</p> <p>15 Q. Once you dropped the piping down, did you caulk</p> <p>16 around the pipe or put anything around there?</p> <p>17 A. No, we never did. We would put the -- trim the</p> <p>18 piping to compensate for the sprinkler head, and we had a</p> <p>19 skutching, just like you see these right here.</p> <p>20 Q. When you cut the tiles, did you cut them from</p> <p>21 the overhead down or were you on scaffolding and cutting</p> <p>22 above yourself?</p> <p>23 A. We went above.</p> <p>24 Q. Did you wear a mask when doing that work?</p> <p>25 A. No.</p>
<p>1 A. No.</p> <p>2 Q. -- ceiling?</p> <p>3 A. They were -- they had metal splines in between</p> <p>4 the tile, and they were supported by a steel track.</p> <p>5 Q. Okay. So they would drop in tiles?</p> <p>6 A. No.</p> <p>7 Q. How were they -- how were they supported?</p> <p>8 A. They were put in place, and then they would take</p> <p>9 a metal strip and then run it in the splines on the edges</p> <p>10 of the tile.</p> <p>11 Q. Okay. To hold it in place?</p> <p>12 A. Hold it in place.</p> <p>13 Q. How thick were those tiles, approximately?</p> <p>14 A. I'd say about five-eighths or so.</p> <p>15 Q. And what did they look like from the bottom?</p> <p>16 A. Like they had holes, like, quarter-inch holes.</p> <p>17 Q. What did they look like from the top?</p> <p>18 A. They were flat, smooth.</p> <p>19 Q. How many of those tiles did you penetrate?</p> <p>20 A. There was a number that we did because there</p> <p>21 were different areas that we had to work in.</p> <p>22 Q. What's your best estimate?</p> <p>23 A. We had to get ourselves above the ceiling, which</p> <p>24 opened up a good-size amount, about two-foot square. And</p> <p>25 then when we did the relocation and piped over to the new</p>	<p>Page 287</p> <p>1 Did that create dust?</p> <p>2 A. It did create some dust.</p> <p>3 Q. When you were working in the overhead at</p> <p>4 Pepperdine, did you see any insulation?</p> <p>5 A. No.</p> <p>6 Q. Did you see any fireproofing?</p> <p>7 A. No.</p> <p>8 Q. Aside from the ceiling tiles, did you disturb</p> <p>9 any existing construction materials at Pepperdine?</p> <p>10 A. No.</p> <p>11 Q. Did you see any other trades at Pepperdine?</p> <p>12 A. No.</p> <p>13 Q. Did you work with anyone at Pepperdine?</p> <p>14 A. No. Just my partner and I.</p> <p>15 Q. Who was your partner on that one?</p> <p>16 A. I was working and helping -- his name was</p> <p>17 Al Goodwin.</p> <p>18 Q. Goodwin?</p> <p>19 A. Goodwin, yes.</p> <p>20 Q. Is he still around?</p> <p>21 A. No, he passed away.</p> <p>22 Q. Did Al disturb any existing construction</p> <p>23 materials at Pepperdine, other than the ceiling tiles?</p> <p>24 A. No.</p> <p>25 Q. That's all?</p>

<p>1 go ahead.</p> <p>2 MR. MILLER: Let's go off the record. We'll</p> <p>3 resume tomorrow at 9:00.</p> <p>4 (The deposition concluded at 4:13 p.m.)</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 362</p> <p>1 REPORTER'S CERTIFICATE</p> <p>2</p> <p>3</p> <p>4 I, MELISSA WATANABE, a Shorthand Reporter, State</p> <p>5 of California, do hereby certify:</p> <p>6 That YSIDRO LIMON, SR., in the foregoing</p> <p>7 deposition named, was present and by me sworn as a</p> <p>8 witness in the above-entitled action at the time and</p> <p>9 place therein specified;</p> <p>10 That said deposition was taken before me at said</p> <p>11 time and place, and was taken down in shorthand by me, a</p> <p>12 Certified Shorthand Reporter of the State of California,</p> <p>13 and was thereafter transcribed into typewriting, and that</p> <p>14 the foregoing transcript constitutes a full, true and</p> <p>15 correct report of said deposition and of the proceedings</p> <p>16 that took place;</p> <p>17 IN WITNESS WHEREOF, I have hereunder subscribed</p> <p>18 my hand this 17th day of December, 2015.</p> <p>19</p> <hr/> <p>20 MELISSA WATANABE, CSR NO. 13191</p> <p>21 State of California</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>																																																									
<p>1 SIGNATURE OF DEPONENT</p> <p>2</p> <p>3 I, the undersigned, YSIDRO LIMON, SR., do hereby</p> <p>4 certify that I have read the foregoing deposition and</p> <p>5 find it to be a true and accurate transcription of my</p> <p>6 testimony, with the following corrections, if any:</p> <p>7</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left; width: 15%;">PAGE</th> <th style="text-align: left; width: 15%;">LINE</th> <th style="text-align: left; width: 70%;">CHANGE</th> </tr> </thead> <tbody> <tr><td>8</td><td>_____</td><td>_____</td></tr> <tr><td>9</td><td>_____</td><td>_____</td></tr> <tr><td>10</td><td>_____</td><td>_____</td></tr> <tr><td>11</td><td>_____</td><td>_____</td></tr> <tr><td>12</td><td>_____</td><td>_____</td></tr> <tr><td>13</td><td>_____</td><td>_____</td></tr> <tr><td>14</td><td>_____</td><td>_____</td></tr> <tr><td>15</td><td>_____</td><td>_____</td></tr> <tr><td>16</td><td>_____</td><td>_____</td></tr> <tr><td>17</td><td>_____</td><td>_____</td></tr> <tr><td>18</td><td>_____</td><td>_____</td></tr> <tr><td>19</td><td>_____</td><td>_____</td></tr> <tr><td>20</td><td>_____</td><td>_____</td></tr> <tr><td>21</td><td>_____</td><td>_____</td></tr> <tr><td>22</td><td>_____</td><td>_____</td></tr> <tr><td>23</td><td>_____</td><td>_____</td></tr> <tr><td>24</td><td>_____</td><td>_____</td></tr> <tr><td>25</td><td>_____</td><td>_____</td></tr> </tbody> </table> <p style="text-align: center;">YSIDRO LIMON, SR., Date</p>	PAGE	LINE	CHANGE	8	_____	_____	9	_____	_____	10	_____	_____	11	_____	_____	12	_____	_____	13	_____	_____	14	_____	_____	15	_____	_____	16	_____	_____	17	_____	_____	18	_____	_____	19	_____	_____	20	_____	_____	21	_____	_____	22	_____	_____	23	_____	_____	24	_____	_____	25	_____	_____	<p style="text-align: right;">Page 363</p>
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**Deposition of
Ysidro Limon, Sr.
Vol. III
December 4, 2015**

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN FRANCISCO

3 - - - O O - - -

4 YSIDRO LIMON, SR.,

5 Plaintiff,

6 vs.

No. CGC-15-276378

7 AMCORD, INC., et al.,

8 Defendants.

9 _____ /

10
11 DEPOSITION OF YSIDRO LIMON, SR.

12
13 VOLUME III

14 (Pages 365-504)

15
16 Taken before Melissa Watanabe

17
18 CSR No. 13191

19
20 December 4, 2015

21
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INDEX		Page 366	Page 368
	PAGE		
1	EXAMINATION BY MR. KASIMOV	370, 453, 462, 469, 492, 496, 501	APPEARANCES (Continued): For the Defendant Kaiser Gypsum Company, Inc.: JONATHAN POLOSKOV DeHay & Elliston, LLP 707 Wilshire Boulevard, Suite 4300 Los Angeles, California 90017 (213) 271-2727 JPoloskov@dehay.com
2	EXAMINATION BY MS. WEISS	399, 470, 497, 500	
3	EXAMINATION BY MR. SARGOY	410, 463, 501	
4	EXAMINATION BY MR. POLOSKOV	426, 449, 454, 463, 495, 497	For the Defendant CertainTeed Corporation: JON KASIMOV Dentons US, LLP 300 South Grand Avenue, 14th Floor Los Angeles, California 90071 (213) 688-1000 Jon.kasimov@dentons.com
5	EXAMINATION BY MS. HARAN	442	
6	EXAMINATION BY MS. MAAN	447	
7			
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14	EXHIBITS		
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	DEPOSITION OF YSIDRO LIMON, SR.		Page 367
1	BE IT REMEMBERED, that pursuant to Notice, and on		APPEARANCES (Continued)
2	the 4th day of December 2015, commencing at the hour of		For the Defendant Anheuser-Busch, LLC (fka
3	9:17 a.m., at the Radisson Hotel Whittier, 7320 Greenleaf		Anheuser-Busch, Inc.):
4	Drive, Whittier, California 90602, before me, Melissa		
5	Watanabe, a Certified Shorthand Reporter, State of		CANDACE NEAL (via phone)
6	California, personally appeared YSIDRO LIMON, SR.,		Reed Smith, LLP
7	produced as a witness in said action, and being by me		355 South Grand Avenue, 29th Floor
8	first duly sworn, was thereupon examined as a witness in		Los Angeles, California 90071
9	said cause.		(213) 457-8000
10	---		Cneal@reedsmit.com
11			
12			For the Defendant Pierce Lathing Co. (Dba Pierce
13	APPEARANCES		Enterprises):
14	For the Plaintiff:		AALIA MAAN (via phone)
15	MICHAEL MILLER		Walsworth WFBM, LLP
16	Brayton Purcell		601 Montgomery Street, 9th Floor
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18	Novato, California 94948		(415) 781-7072
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20	Mmiller@braytonlaw.com		
21	For the Defendant Amcord, Inc.:		
22	GINA HARAN (via phone)		
23	Adams, Nye, Becht, LLP		
24	222 Kearny Street, 7th Floor		
25	San Francisco, California 94108		
	(415) 982-8955		
	Gharan@adamsnye.com		

<p>1 YSIDRO LIMON, SR. 2 previously sworn as a witness 3 testified as follows: 4</p> <p>5 MR. KASIMOV: Back on the record. 6</p> <p>7 EXAMINATION BY MR. KASIMOV:</p> <p>8 Q. Good morning, Mr. Limon. How are you? 9 A. Good morning. Fine.</p> <p>10 Q. Do you feel well enough to proceed? 11 A. Yes, sir.</p> <p>12 Q. All right. Let's try to finish this today. 13 I want to ask you about a few remaining jobs 14 that you did for Grinnell, and the first one is at 15 Vandenberg Air Force Base. 16 What type of work did you do there? 17 A. That was at the launch pad. And all I did was 18 the final -- the job was already installed, and then they 19 sent me to final it out. 20 Q. Meaning, like -- 21 A. Like, having the inspection by the government. 22 Q. Did you -- did you see any ongoing work at that 23 time? 24 A. There was quite a bit of trades going on. 25 Q. All right. Did you see anybody demoing or</p>	<p>Page 370</p> <p>1 Q. Do you see the description of your work at the 2 Westin Bonaventure? 3 A. Yes. 4 Q. It says that, "Plaintiff" -- I'm reading between 5 lines 10 and 11, "Plaintiff recalls scraping 6 asbestos-containing fireproofing from steel beams to 7 install hangers for the piping." 8 Do you recall doing that at that location, sir? 9 A. Right, yes. 10 Q. All right. You don't know who applied that 11 fireproofing, do you? 12 A. No, I don't. 13 Q. And can you tell us what you did with respect to 14 that fireproofing? 15 A. We just scraped it. We were above, in the 16 attic. 17 Q. How long did you work in the attic? 18 A. It was a couple of days. 19 Q. Are you -- and you -- you scraped it in order to 20 put, like, C clamps on? 21 A. Yes. 22 Q. All right. And do you recall how many clamps 23 you installed? 24 A. I don't recall. 25 Q. Can you provide an estimate? Fewer than five?</p>
<p>1 removing -- 2 A. No. 3 Q. -- or disturbing any old insulation -- 4 A. No. 5 Q. -- or any -- 6 A. It was all new construction. 7 Q. All new construction there? 8 A. Right. 9 Q. All right. Did you do some work for Grinnell at 10 Home Savings & Loan? 11 A. I was supervisor at the time. 12 Q. Was that a new construction or remodel? 13 A. That was new. 14 Q. Did you do some work at the -- well, first of 15 all, did you work for a company called Century Sprinkler? 16 A. Yes. 17 Q. And did you work for them at The Westin 18 Bonaventure Hotel? 19 A. Yes. 20 Q. Was that remodel work? 21 A. That was an addition on a grease duct from the 22 kitchen. 23 Q. Can you take a look, sir, at page 15 of 24 Exhibit 4. Do you have that in front of you? 25 A. Yeah.</p>	<p>Page 371</p> <p>1 More than five? 2 A. I'd say about 10 or so. 3 Q. Did you use a putty knife to scrape the 4 material? 5 A. Yes. 6 Q. And did you wear a dust mask while doing that? 7 A. No. 8 Q. Did you have a crew with you? 9 A. It was just myself and another worker. 10 Q. Do you remember who he was? 11 A. No, I don't. 12 Q. Did he also scrape some fireproofing out? 13 A. Yes. 14 Q. And did that in your vicinity? 15 A. Alongside that grease duct. 16 Q. Are you able to estimate how many -- how many 17 times he scraped fireproofing? 18 A. I don't recall. 19 Q. And did that fireproofing resemble an appearance 20 fireproofing that you previously described as Monokote? 21 A. It was kind of cheesy-looking and sort of an 22 off-white. 23 Q. Did it resemble an appearance the fireproofing 24 that you described earlier in the deposition as being 25 Monokote?</p>

Page 398

1 Q. All right. Can you think of anyone else who was
2 at Cosco?
3 A. That's it.
4 Q. Do you have -- you have no photographs of either
5 of those two job sites, true?
6 A. True.
7 Q. And no photographs of the pipes installed at
8 either job site, true?
9 A. None.
10 Q. You have none?
11 A. None.
12 Q. All right. Do you have any written documents,
13 work logs or anything else describing either of those
14 jobs or any of the products used on those jobs?
15 A. No, I don't.
16 Q. Okay. I asked you several questions a few
17 moments ago regarding CertainTeed.
18 Can you think of any witness, other than those
19 identified, or any document that could provide you with
20 the information that I asked you about CertainTeed?
21 A. No.
22 Q. That's all I have for now. Thank you very much.
23 MR. KASIMOV: We've been going about an hour
24 and --
25 MR. MILLER: That's fine.

Page 399

1 MR. KASIMOV: -- other counsel will have
2 questions. Is it a good time for a break?
3 MR. MILLER: Yeah, that's fine.
4 (Pause in the Proceedings.)
5 MS. WEISS: Back on the record.
6 (Aalia Maan is present telephonically.)
7
8 EXAMINATION BY MS. WEISS:

9 Q. Good morning, sir. My name is Lindsay Weiss.
10 I'm going to ask you some questions now about my client.
11 I represent Martin Bros./Marcowall.
12 Have you ever heard of that company before?
13 A. Martin Bros., yes.
14 Q. And what do you associate with the name
15 Martin Bros.?
16 A. They were normally spraying plaster or
17 fireproofing.
18 Q. So you associate Martin Bros./Marcowall as a
19 contractor; is that correct?
20 A. Yes. Subcontractor.
21 Q. Subcontractor.
22 Sir, we've gone through your work history, and
23 we've talked about every job that you can recall working
24 throughout your 40-year career as a sprinkler fitter, and
25 you have not identified ever seeing or working in the

Page 400

1 presence of a Martin Bros./Marcowall employee.
2 So, as you sit here today, can you recall ever
3 working in the presence of a Martin Bros./Marcowall
4 employee?
5 A. There were various jobs that we came across
6 them, and that was throughout L.A.
7 Q. Can you recall how many jobs you saw a
8 Martin Bros./Marcowall employee?
9 A. I couldn't give you a number.
10 Q. Would it be less than five?
11 A. Probably more.
12 Q. And, sir, you were given an admonition on the
13 first day of this deposition that we're entitled to your
14 best estimate based on what you recall, but we never want
15 you to guess.
16 Do you understand the difference between a guess
17 and an estimate?
18 A. Yes.
19 Q. Okay. So I don't want you to guess, but, as you
20 sit here today, can you recall or specifically recall
21 seeing a Martin Bros./Marcowall employee on one of your
22 job sites?
23 A. Yes.
24 Q. And what job site was that?
25 A. I really can't give you a location. It's -- you

Page 401

1 know, many years has gone by. And I assume probably the
2 Santa Ana mall.
3 Q. Any others?
4 A. My best estimate would probably be the ARCO
5 Towers.
6 MR. MILLER: Can I have that answer read back.
7 (Record Read.)
8 MR. MILLER: Thank you.
9 BY MS. WEISS:
10 Q. Sir, let's talk about the Santa Ana mall
11 briefly.
12 We talked about that job, I believe, yesterday;
13 does that sound correct?
14 A. Yes.
15 Q. And you indicated you were there for two months;
16 is that correct?
17 A. About.
18 Q. Okay. Now, when you were asked yesterday if you
19 saw other trades at the Santa Ana mall, you testified you
20 saw cement finishers, crane operators, carpenters,
21 plumbers, electrician and sheet metal workers.
22 As you sit here today, do you recall seeing any
23 other trades at that job?
24 A. From what I recall, that's what I saw, you know.
25 Q. And you recall seeing a Martin Bros. employee at

<p style="text-align: right;">Page 406</p> <p>1 BY MS. WEISS:</p> <p>2 Q. Did you see any tools that the Martin Bros.</p> <p>3 employees worked with?</p> <p>4 A. I didn't see them with the tools or whatever the</p> <p>5 way they were applying it. I know they were there on the</p> <p>6 job site, that's all I recall.</p> <p>7 Q. Do you have any reason to believe that the</p> <p>8 Martin Bros. employees were working with asbestos at this</p> <p>9 job?</p> <p>10 A. At the time, I didn't know.</p> <p>11 Q. And, as you sit here today, do you have any</p> <p>12 reason to believe that they were working with asbestos at</p> <p>13 the Santa Ana mall?</p> <p>14 A. From what I've known, and they've said that, in</p> <p>15 those periods of time, there was asbestos.</p> <p>16 Q. And what was asbestos?</p> <p>17 A. In the plaster.</p> <p>18 Q. In all plaster?</p> <p>19 A. Not all of them, that I know of.</p> <p>20 Q. Okay. So, sir, do you have any information or</p> <p>21 knowledge that the Martin Bros. employees at the</p> <p>22 Santa Ana mall were working with an asbestos-containing</p> <p>23 product?</p> <p>24 A. As far as I know, when we were told about</p> <p>25 asbestos, they gave us a rundown on what products and</p>	<p style="text-align: right;">Page 408</p> <p>1 A. I was there for a short time.</p> <p>2 Q. And this was in the late 1960's, true?</p> <p>3 A. Right.</p> <p>4 Q. When you say "a short time," can you estimate</p> <p>5 how many days you were there?</p> <p>6 A. From what I recall, probably about two weeks.</p> <p>7 Q. And you were filling in for another crew member,</p> <p>8 correct?</p> <p>9 A. No, I was there to just lend a hand.</p> <p>10 Q. How did you recognize Martin Bros. employees at</p> <p>11 ARCO Towers?</p> <p>12 A. They had the hardhats on.</p> <p>13 Q. And are the hardhats the same as you described</p> <p>14 at Santa Ana mall?</p> <p>15 A. Yes.</p> <p>16 Q. How many Martin Bros. employees did you see?</p> <p>17 A. I couldn't tell you.</p> <p>18 Q. Do you know the names of any of the Martin Bros.</p> <p>19 employees?</p> <p>20 A. Any names, no.</p> <p>21 Q. And what did you see the Martin Bros. employees</p> <p>22 doing at this job?</p> <p>23 A. As far as -- they were there, so I figured they</p> <p>24 were doing plaster work.</p> <p>25 Q. So you saw the employees there, but you're not</p>
<p style="text-align: right;">Page 407</p> <p>1 materials that had asbestos, and we didn't even know.</p> <p>2 And that was to our surprise that almost everything that</p> <p>3 we were working around had asbestos.</p> <p>4 Q. I'll ask to move to strike the nonresponsive</p> <p>5 portions.</p> <p>6 Let me put it this way: How far from the</p> <p>7 entrance and exit door that you used of this building at</p> <p>8 the Santa Ana mall were the Martin Bros. employees doing</p> <p>9 their plaster work?</p> <p>10 A. I couldn't tell you.</p> <p>11 Q. Was it more than 50 feet away?</p> <p>12 A. More than -- about 50. They were on my way to</p> <p>13 my location, so I couldn't tell you exactly.</p> <p>14 Q. Okay. So is it correct to say, sir, that at the</p> <p>15 Santa Ana mall, the Martin Bros. workers were at least</p> <p>16 50 feet away from you?</p> <p>17 A. That's probably so.</p> <p>18 Q. Okay. Sir, I also want to talk to you about the</p> <p>19 ARCO Towers, and you believe you saw Martin Bros.</p> <p>20 employees at that job, correct?</p> <p>21 A. Yes.</p> <p>22 Q. And you were employed by Cosco at this job?</p> <p>23 A. Yes.</p> <p>24 Q. This was a temporary job; you were only here for</p> <p>25 a short time, correct?</p>	<p style="text-align: right;">Page 409</p> <p>1 sure what they were doing; is that correct?</p> <p>2 A. Well, I didn't see them actually where they were</p> <p>3 working at, but I know they were there.</p> <p>4 Q. I think I can make this quick, sir.</p> <p>5 Is it correct that, at the ARCO Towers, you</p> <p>6 never saw any Martin Bros. employees performing any</p> <p>7 actual work?</p> <p>8 A. I didn't see them where they were working at,</p> <p>9 but I saw them on the job site.</p> <p>10 Q. And when you saw them on the job site, were they</p> <p>11 just passing by you?</p> <p>12 A. It was primarily at lunchtime when everybody</p> <p>13 came down.</p> <p>14 Q. So you saw them eating lunch, but -- and I just</p> <p>15 want to make this clear, sir -- you never saw them</p> <p>16 perform any actual work at the ARCO Towers, correct?</p> <p>17 A. Like I say, they were there, I saw them. But</p> <p>18 the ARCO Towers is a big job, so I couldn't tell you</p> <p>19 where they were at.</p> <p>20 Q. Did you ever work within a hundred feet of a</p> <p>21 Martin Bros. employee at the ARCO Towers?</p> <p>22 A. No. I was in the upper floors.</p> <p>23 Q. All right. Sir, have we now talked about all</p> <p>24 the work you can recall seeing a Martin Bros. employee</p> <p>25 perform during your career?</p>

<p style="text-align: right;">Page 502</p> <p>1 Q. All right. Have you received any treatment 2 whatsoever or any follow-up treatment with respect to 3 what your surgeon told you was pleural thickening? 4 MS. WEISS: Asked and answered. 5 THE WITNESS: I'll answer it again. No. 6 BY MR. KASIMOV: 7 Q. All right. Have you incurred any out-of-pocket 8 medical expense relating to your lungs? 9 A. No. 10 Q. Do you know whether Medicare has paid any 11 hospital or doctor's bill relating to your lungs? 12 A. No. 13 Q. Do you know if the supplemental insurance 14 carrier has done so? 15 A. No. 16 Q. All right. Thanks. 17 MS. WEISS: Any follow-up on the phone? 18 Okay. I think those are all of our questions, 19 sir. 20 MR. MILLER: Nobody on the phone has questions? 21 Okay. We're done, then. I'm not asking 22 anything. 23 Let's go off the record. 24 (The deposition concluded at 1:55 p.m.) 25</p>	<p style="text-align: right;">Page 504</p> <p>1 REPORTER'S CERTIFICATE 2 3 4 I, MELISSA WATANABE, a Shorthand Reporter, State 5 of California, do hereby certify: 6 That YSIDRO LIMON, SR., in the foregoing 7 deposition named, was present and by me sworn as a 8 witness in the above-entitled action at the time and 9 place therein specified; 10 That said deposition was taken before me at said 11 time and place, and was taken down in shorthand by me, a 12 Certified Shorthand Reporter of the State of California, 13 and was thereafter transcribed into typewriting, and that 14 the foregoing transcript constitutes a full, true and 15 correct report of said deposition and of the proceedings 16 that took place; 17 IN WITNESS WHEREOF, I have hereunder subscribed 18 my hand this 18th day of December 2015. 19 20 _____ 21 MELISSA WATANABE, CSR NO. 13191 22 State of California 23 * 24 25</p>
<p style="text-align: right;">Page 503</p> <p>1 SIGNATURE OF DEPONENT 2 3 I, the undersigned, YSIDRO LIMON, SR., do hereby 4 certify that I have read the foregoing deposition and 5 find it to be a true and accurate transcription of my 6 testimony, with the following corrections, if any: 7 8 PAGE LINE CHANGE 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____ 16 _____ 17 _____ 18 _____ 19 _____ 20 _____ 21 _____ 22 _____ 23 _____ 24 _____ 25 _____ YSIDRO LIMON, SR., Date</p>	

EXHIBIT J

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7 | Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

YSIDRO LIMON, SR.,)
1 Plaintiff,)
2 vs.)
3 AMCORD, INC., et al.,)
4 Defendants.)
5 _____)
ASBESTOS
No. CGC-15-276378
DECLARATION OF NANCY T.
WILLIAMS IN SUPPORT OF
APPLICATION FOR ENTRY OF
DEFAULT JUDGMENT AGAINST
DEFENDANTS CARROLL DUNCAN &
CO., C.F. BOLSTER COMPANY, E.S.
BROWNING CO., AND K & R
AUTOMOTIVE

Hearing Date: September 21, 2017
Time: 9:00 a.m.
Dept.: 514, Hon. Stephen M. Murphy
Trial Date: Not Applicable
Filing Date: January 2, 2015

I, Nancy T. Williams declare:

21 1. I am an attorney at law duly licensed to practice in the State of California, and am
22 an associate with the law firm Brayton♦Purcell LLP, attorneys for record for plaintiff herein. I
23 have reviewed the file in this matter and made this declaration on the basis of that review:

24 2. Attached hereto are true and accurate copies of the following exhibits showing the
25 evidence of plaintiff YSIDRO LIMON's ("Plaintiff") asbestos related injury and illness and the
26 economic damages and non-economic damages in this case:

27 //

28 //

SUMMARY OF DOCUMENTARY EVIDENCE

<u>Exhibit</u>	<u>Category</u>	<u>Detail</u>
A.	Medical Report	Medical Report of Richard A. Levy, M.D.
B1.	Proof of Default, Service of Summons, and Damages Ceiling as to CARROLL DUNCAN & CO.	Request for Default Judgment, Proof of Service and Statement of Damages served upon Defendant.
B2.	Proof of Default, Service of Summons, and Damages Ceiling as to C.F. BOLSTER COMPANY	Request for Default Judgment, Proof of Service and Statement of Damages served upon Defendant.
B3.	Proof of Default, Service of Summons, and Damages Ceiling as to E.S. BROWNING CO.	Request for Default Judgment, Proof of Service and Statement of Damages served upon Defendant.
B4.	Proof of Default, Service of Summons, and Damages Ceiling as to K & R AUTOMOTIVE	Request for Default Judgment, Proof of Service and Statement of Damages served upon Defendant.
C.	Future Medical Damages	Declaration of Frank Ganzhorn, MD.
D.	Non-Economic Damages	Testimony of Plaintiff
E.	Non-Economic Damages	Declaration of James P. Nevin
F.	Work history	Worksite Product identification and summary of work place exposure
G.	Past Medical Billing	Medical Billing Statement

19 3. This action for damages arises from the asbestos related injury of Plaintiff, a career
20 Sprinkler Fitter, who is 78 years old. Plaintiff filed a complaint for personal injury naming
21 Defendants CARROLL DUNCAN & CO., C.F. BOLSTER COMPANY, E.S. BROWNING CO.,
22 and K & R AUTOMOTIVE (hereinafter “defendants”) among others. The complaint sets forth
23 work history of plaintiff evidencing plaintiff’s exposure to asbestos caused by defendant. The
24 operative summons, complaint and Statements of Damages was served on defendants and
25 defendants have each failed to defend or otherwise appear in this action. Plaintiff has filed
26 proofs of service of summons on defendants as well as a requests for entry of defaults and
27 Statements of Damages.

28 //

1 4. Plaintiff was diagnosed with and suffers from Asbestosis and Pleural Disease
2 caused by Plaintiff's exposure to asbestos for which defendants are liable. As evidence of
3 Plaintiff's personal injury, plaintiff submits the report of plaintiff's medical expert, Richard A.
4 Levy, M.D., attached to the Declaration of Nancy T. Williams, filed concurrently herewith, as
5 Exhibit "A".

6 5. Plaintiff had an exposure / work history that included exposure to asbestos
7 containing products. Defendants caused said exposure. Plaintiff's work history was detailed in
8 the Exhibit A attached to the complaint. The exposure relevant to this application for default
9 judgment is summarized as follows: Plaintiff's work history, attached in Exhibit A to the
10 Complaint, shows exposure to asbestos containing product caused by defendant.

11 Plaintiff brought this action against Defendants for personal injury alleging causes of
12 action for Negligence, Strict Products Liability, False Representation, and/or Premises Owner /
13 Contractor Liability.

14 Plaintiff was exposed to asbestos containing products supplied by defendants and/or
15 installed and/or disturbed by said defendants as a contractor or supplier. Such exposure
16 contributed to cause plaintiff's asbestos-related disease.

17 6. In support of Plaintiff's request for economic damages Plaintiff provides a
18 declaration of Internal Medicine Specialist and Pulmonologist Frank Ganzhorn, M.D. See
19 declaration of Dr. Ganzhorn, attached hereto as Exhibit "C". In his declaration, Dr. Ganzhorn
20 opines that, at a minimum, the costs of medical monitoring include one time procedures as well
21 as reoccurring procedures:

22 a. Dr. Ganzhorn opines that annual procedures include annual follow up examinations
23 (\$300.00/yr), annual pulmonary function tests (\$1,000.00/yr) and annual chest x-rays
24 (\$300.00/yr). These total \$1,600.00 per year.

25 Pursuant to CACI 3932 and Table A - Life Expectancy Table, the average life
26 expectancy for Plaintiff, who is age 78, is 9 more years.

27 The total annual medical monitoring of \$1,600.00 per year multiplied by 9 more years is
28 \$14,400.00.

1 b. Dr. Ganzhorn opines that a CT with High Resolution Scans occur ever two years at
2 \$1,800.00 per scan. Plaintiff's life expectancy, divided by two (to reach a biennial figure), equals
3 4.5 more years. The cost of \$1,800.00 for CT exams multiplied by 4.5 more years is \$8,100.00.

4 c. Dr. Ganzhorn opines that, in addition to these annual and biennial costs, the
5 following procedures are also required: An initial complete pulmonary evaluation (\$1,500.00), a
6 Colon Cancer Screening (\$3,000.00) and at least one future hospitalization (\$50,000.00). These
7 minimum procedures total \$54,500.00.

8 Combined, these minimum economic damages for future medical expenses is
9 \$77,000.00 (a+b+c).

10 7. Plaintiff has testified, in accordance with CACI 3905A, to plaintiff's pain, mental
11 suffering, loss of enjoyment of life, disfigurement, impairment, inconvenience, grief, anxiety,
12 humiliation, distress, and fear of death from cancer, as a result of plaintiff's asbestos related
13 disease. Plaintiff's testimony is attached hereto as Exhibit "D".

14 8. In further support of plaintiff's reasonable request for non-economic damages,
15 plaintiff's counsel, James P. Nevin, has provided a declaration detailing typical jury non-
16 economic damages verdicts for cases (Exhibit "E").

17 9. A true and accurate copy of the Worksite Product identification and summary of
18 work place exposure regarding plaintiff's exposure caused by Defendant is attached hereto as
19 Exhibit "F". This exhibit includes further explanation of how the defendants are responsible for
20 the exposure. This is done in response to the Court's request that counsel provide increased
21 detail in the presentation of "Work and Exposure History" in the default prove-ups packets.
22 Particularly, the Court has requested that the defaulted defendants be identified in the history, and
23 that counsel include an explanation of how the defendants are responsible for the exposure. This
24 exhibit is comprised of a summarized work history as to just the defendants that are the subject
25 of this prove-up. Attached to, and part of this exhibit is the "Exhibit A", showing the extended
26 work and exposure history for the injured party. Counsel provides the attached as a summary of
27 the relevant exposure summary only for context for the Court, but such evidence is not required
28 at all. There is no requirement to prove liability, because through the entry of default,

1 Defendants admit all the material allegations in the operative complaint. Defendants have each
2 failed to appear despite being properly served with the Summons, Complaint and Statements of
3 Damages. Defendants have each deliberately waived the right to their day in court. By sufficient
4 evidence, it is shown Defendants are each liable and therefore Plaintiff should be granted a
5 default judgments. The Court must enter judgments even if no presentation as to liability have
6 been provided whatsoever.

7 10. The Medical Billing Statement attached to hereto as Exhibit "H" provides
8 evidence of plaintiff's damages for past medical expenses. This exhibit includes a medical
9 billing statement.

10 For an injured party who carries traditional health insurance or Medicare, the current
11 state of California law regarding recovery of past and future medical damages from a tortfeasor is
12 set forth in Howell v. Hamilton Meats, Inc. (2011) 52 Cal.4th 541 as extended and applied in
13 Corenbaum v. Lampkin (2013) 215 Cal.App.4th 1308, and its progeny. Recovery owing to the
14 tortfeasor's tort is no longer necessarily based on the charged amount of services; rather,
15 recovery *can* be limited by evidence of the non-recourse accepted payments and lien rights. In
16 short, *if* (and only if) there is evidence that the provider accepted a reduced amount as full
17 payment of past medical bills, damages for past medical expenses are limited to the amount paid
18 or incurred for the past medical expenses.

19 In accordance with the law set forth above, Plaintiff hereby seeks to recover the total
20 amount paid of \$1,061.04.

21 11. The title of the operative complaint, upon which Defendant was default is
22 Complaint for Personal Injury - Asbestos. It was filed on January 2, 2015. A true and accurate
23 copy of this operative complaint is attached hereto as Exhibit "H".

24 12. The relevant procedural history as to each defendant is summarized as follows:
25 **Service as to Defendant CARROLL DUNCAN & CO.**

26 On March 13, 2015, Defendant was served with Summons, Complaint and Statements of
27 Damages.

28 On March 25, 2015, Plaintiffs filed Proof of Service.

1 On May 13, 2015, Request for Entry of Default was filed and was granted by the Clerk
2 of Court.

3 On May 13, 2015, the Statement of Damages was filed with the Clerk of Court.

4 Since the time of service upon Defendant, amendments have been filed to the operative
5 complaint served on defendant on this date. Said Amendments have not materially changed the
6 substance of the causes of action plead against Defendant.

7 **Service as to Defendant C.F. BOLSTER COMPANY**

8 On March 13, 2015, Defendant was served with Summons, Complaint and Statements of
9 Damages.

10 On March 25, 2015, Plaintiffs filed Proof of Service.

11 On May 13, 2015, Request for Entry of Default was filed and was granted by the Clerk
12 of Court.

13 On May 13, 2015, the Statement of Damages was filed with the Clerk of Court.

14 Since the time of service upon Defendant, amendments have been filed to the operative
15 complaint served on defendant on this date. Said Amendments have not materially changed the
16 substance of the causes of action plead against Defendant.

17 **Service as to Defendant E.S. BROWNING CO.**

18 On March 13, 2015, Defendant was served with Summons, Complaint and Statements of
19 Damages.

20 On March 25, 2015, Plaintiffs filed Proof of Service.

21 On May 13, 2015, Request for Entry of Default was filed and was granted by the Clerk
22 of Court.

23 On May 13, 2015, the Statement of Damages was filed with the Clerk of Court.

24 Since the time of service upon Defendant, amendments have been filed to the operative
25 complaint served on defendant on this date. Said Amendments have not materially changed the
26 substance of the causes of action plead against Defendant.

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1 **Service as to Defendant K & R AUTOMOTIVE**

2 On February 6, 2015, Defendant was served with Summons, Complaint and Statements
3 of Damages.

4 On March 3, 2015, Plaintiffs filed Proof of Service.

5 On August 6, 2015, Request for Entry of Default was filed and was granted by the Clerk
6 of Court.

7 On August 6, 2015, the Statement of Damages was filed with the Clerk of Court.

8 Since the time of service upon Defendant, amendments have been filed to the operative
9 complaint served on defendant on this date. Said Amendments have not materially changed the
10 substance of the causes of action plead against Defendant.

11 13. Since the time of service upon Defendants, amendments have been filed to the
12 operative complaint served on defendants on this date. Said Amendments have not materially
13 changed the substance of the causes of action plead against Defendants.

14 14. The hearing on the Order to Show Cause re Dismissal of Doe Defendants is set for
15 December 7, 2017.

16 15. Dismissal of "DOE" defendants in this case is irrelevant to the matter of Default
17 Judgment against Defendants. Such matters are better handled at the Order to Show Cause re
18 Dismissal hearing before the Honorable Cynthia Ming-mei Lee.

19 16. Regarding the status of remaining defendants in this case, and whether granting this
20 application would resolve all remaining claims in this case: This action has settled as to all
21 non-defaulted defendants. Prove-up on Defendants CARROLL DUNCAN & CO., C.F.
22 BOLSTER COMPANY, E.S. BROWNING CO., and K & R AUTOMOTIVE is the only aspect
23 remaining as to the status of defendants in this action. The granting of this application for

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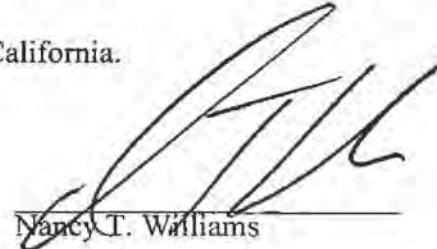
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1 default judgments in this case would resolve all remaining claims for this case with the following
2 exception: Plaintiff continues to pursue claims against bankruptcy-related asbestos trusts for
3 recovery of damages.

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

6 Executed on July 26, 2017, at Novato, California.



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9 Nancy T. Williams

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EXHIBIT F

WORK AND EXPOSURE HISTORY

Defendant CARROLL DUNCAN & CO.
Defendant C.F. BOLSTER COMPANY
Defendant E.S. BROWNING CO.
Defendant K & R AUTOMOTIVE

Injured Plaintiff: YSIDRO LIMON

Plaintiff seeks Default Judgment against the above-referenced defendants. Attached hereto is the Exhibit "A", showing the extended work and exposure history for Plaintiff. Plaintiff provides the attached as a summary of the relevant exposure summary only for context for the Court, but such evidence is not required at all. Plaintiff is not required to prove liability, because through the entry of default, Defendants admits all the material allegations in the operative complaint. Defendants have each failed to appear despite being properly served with the Summons, Complaint and Statements of Damages. Defendants have each deliberately waived the right to their day in court. By sufficient evidence, Plaintiff has shown Defendants are each liable and therefore Plaintiff should be granted a default judgments. The Court must enter judgments against the subject defendants even if no presentation as to liability have been provided whatsoever.

As set forth in the extended "Exhibit A" work history, attached hereto, this work and exposure history includes locations and dates where these defaulted defendants caused Plaintiff to be exposed to asbestos.

As to Defendant **CARROLL DUNCAN & CO.**: This defendant was a plastering contractor in Southern California between the 1930s and 1970s. Their employees mixed, applied, disturbed and cleaned-up asbestos containing plaster, stucco and fireproofing in the workers' presence or prior to arrival.

As to Defendant **C.F. BOLSTER COMPANY**: This defendant a plastering contractor in Southern California between the 1920 and 1985. There employees mixed, applied, disturbed and cleaned-up asbestos containing plaster, stucco, acoustical ceilings and fireproofing in the worker's presence or prior to arrival.

As to Defendant **E.S. BROWNING CO.**: This entity was a building contactor.

The locations where the exposure caused by CARROLL DUNCAN & CO., C.F. BOLSTER COMPANY, and E.S. BROWNING CO. occurred is within the attached work and exposure history ("Exhibit A"). As one example of the multiple locations where this exposure occurred includes, but is not limited to the following:

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<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-3/1972 (609 hrs)
	Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA		(2 weeks)

Job Duties: Plaintiff installed fire sprinklers in a new skyscraper complex under construction. Plaintiff worked in close proximity to insulators applying OWENS CORNING FIBERGLAS insulating cement over pipes and equipment. Plaintiff worked in close proximity to drywallers applying and sanding GOLD BOND (ASBESTOS CLAIMS MANAGEMENT CORPORATION) joint compound. Plaintiff recalls cement finishers mixing and applying RIVERSIDE GUN CEMENT onto the exterior and interior of the buildings. Plaintiff recalls sacks of RIVERSIDE GUN CEMENT lying around the jobsite. Plaintiff recalls working in close proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.) fireproofing onto steel beams. Plaintiff currently contends he was exposed to asbestos during this employment.

As to Defendant **K & R AUTOMOTIVE**: Plaintiff recalls purchasing BENDIX (HONEYWELL INTERNATIONAL) asbestos-containing brakes from K & R AUTOMOTIVE, East Los Angeles, California.

The locations where this occurred is within the attached work and exposure history ("Exhibit A"). As one example of the multiple locations where this exposure occurred includes, but is not limited to the following:

From approximately 1956 up until the mid 1990s, plaintiff removed and replaced the brakes on a variety of vehicles. Plaintiff recalls removing the original equipment manufacturer's brakes from a 1969 OLDSMOBILE (GENERAL MOTORS CORPORATION) and a 1983 OLDSMOBILE (GENERAL MOTORS CORPORATION). Plaintiff removed and replaced the brakes on other vehicles, including a 1949 Ford, purchased in 1956; a 1974 Ford Ltd.; a 1957 Chevrolet pick-up truck; and a 1954 Chevrolet purchased around 1956. Plaintiff also helped his father remove and replace the brakes in a 1939 Chevrolet and a 1951 Chevrolet. Plaintiff used a paint brush to clean the residue from the backing plates where the brakes were mounted. Plaintiff recalls purchasing BENDIX (HONEYWELL INTERNATIONAL) brakes from K & R AUTOMOTIVE, East Los Angeles, California. Plaintiff recalls purchasing RAYBESTOS

(RAYMARK INDUSTRIES, INC.) disc brakes for installation in the 1983 Oldsmobile. Plaintiff currently contends he was exposed to asbestos as a result of this automotive work.

The extended work history is attached hereto.

EXTENDED WORK AND EXPOSURE HISTORY

Job Duties: Plaintiff installed a sprinkler system in a wood-frame building under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Marion Company 100 W Tenth St Wilmington, DE	Unknown	Unknown	7/1955-9/1955; 4/1956-9/1956; 7/1957-9/1957

Job Duties: Plaintiff does not recall the specifics of this employment. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Halopoff & Kalpakoff Rattan Specialties 8343 E Loch Lomond Dr Pico Rivera, CA	Pico Rivera, CA	Sander	10/1956-3/1957

Job Duties: Plaintiff recalled that he sanded rattan furniture by hand in a workshop. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Employer	Location of Exposure	Job Title	Exposure Dates
Automatic Sprinkler Corp of America Jones & Brittan St Youngstown, OH	American Sprinkler Montebello, CA	Apprentice Sprinkler Fitter	10/1957-12/195

Job Duties: Plaintiff worked in a workshop assembling hangers for sprint currently unaware if he was exposed to asbestos during this employment.

Employer	Location of Exposure	Job Title	Exposure Dates
Grinnell Co of Pacific	American Can Company, Huntington Park, CA	Sprinkler Fitter	1957-1958 (4.8 weeks) 10/1957-12/195
260 W Exchange St Providence, RI			

Employer	Location of Exposure	Job Title	Exposure Dates
Mehring & Hansen Co 6615 Eighth Ave Los Angeles, CA	Santa Ana Fashion Mall Santa Ana, CA	Sprinkler Fitter	10/1957-12/1957 (2 months)
Employer	Location of Exposure	Job Title	Exposure Dates
Grimmell Corporation of Pacific 260 W Exchange St Providence, RI	Santa Ana Fashion Mall Santa Ana, CA	Sprinkler Fitter	10/1957-12/1957 (2 months)

Employer	Location of Exposure	Job Title	Exposure Dates	Case Number
Lohman Bros Contracting Plumbing and Heating 300 E Coast Hwy Newport Beach, CA	Young's Market, Alameda and 5 th , Los Angeles, CA	Sprinkler Fitter	10/1957-12/1957; 1/1959-3/1960; 7/1960-9/1960	100-1000
Church & Mendoza Automatic Fire Protection Co 2325 E 55 th St Los Angeles, CA	Unknown locations Los Angeles, CA	Sprinkler Fitter	10/1957-12/1957; 1/1962-6/1963; 1/1964-6/1964	100-1000

Job Duties: Plaintiff recalls that he installed a sprinkler system in a new shopping mall under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
JM Carden Sprinkler Co 2909 Fletcher Dr Los Angeles, CA	Discount Store, Pico River, CA	Sprinkler Fitter	1958-1961 (2 months)

Job Duties: Plaintiff does not recall the specifics of this employment. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Stonebro Corporation 617 Isis Ave Inglewood, CA	Various Warehouses, Los Angeles area, CA	Sprinkler Fitter	4/1958-3/1959; 7/1959-9/1959; 1/1960-12/1961

Job Duties: Plaintiff installed fire sprinklers in various buildings under construction or renovation. At Los Angeles County schools, plaintiff recalls using a utility knife or hole saw to cut into asbestos ceiling tiles prior to installing pipe supports. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Los Angeles County Schools, Los Angeles, CA			

Job Duties: Plaintiff installed fire sprinklers in various buildings under construction or renovation. At Los Angeles County schools, plaintiff recalls using a utility knife or hole saw to cut into asbestos ceiling tiles prior to installing pipe supports. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Ika Stonebro Corporation			

Job Duties: Plaintiff installed fire sprinklers in various buildings under construction or renovation. At Los Angeles County schools, plaintiff recalls using a utility knife or hole saw to cut into asbestos ceiling tiles prior to installing pipe supports. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Security Fire Protection Ika Stonebro Corporation			

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Security Fire Protection Ika Stonebro Corporation 617 E Isis Ave Inglewood, CA	Various buildings, Los Angeles, CA and surrounding area	Sprinkler Fitter	1/1960-3/1962

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Stonebro Corporation Wilmington, CA			

Job Duties: Plaintiff installed fire sprinkler systems in buildings under construction in Los Angeles, California, and the surrounding area. Plaintiff worked in close proximity to workers installing asbestos ceiling tile, and sanding asbestos-containing KALSER GYPSUM and GOLD BOND joint compounds. For about 6 months, plaintiff worked as a designer in the offices of Stonebro Corporation. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Ika Stonebro Corporation			

Job Duties: Plaintiff installed fire sprinklers at a hospital under construction. Plaintiff recalls working in the boiler room, where he worked in close proximity to THORPE INSULATION (THORPE INSULATION COMPANY) insulators cutting and applying half-round insulation to fit onto hot-water lines. Plaintiff recalls insulators mixing and applying asbestos insulating cement over the half-round insulation, which created a lot of dust. Plaintiff recalls walking over insulating debris which had fallen onto the floor. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Long Beach Memorial Hospital, Long Beach, CA	Sprinkler Fitter	1958-1-1960 (1 month)	

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Automatic Fire Protection Co 2325 E 55 St Los Angeles, CA	New Construction, Los Angeles, CA and surrounding area	Sprinkler Fitter	1/1962-6/1964

Job Duties: Plaintiff installed fire sprinkler systems in buildings under construction in Los Angeles, California and the surrounding area. Plaintiff worked in close proximity to workers installing asbestos ceiling tile, and asbestos-containing joint compounds and insulation. Plaintiff

recalled Church and Mendoza, first names unknown, owners of Automatic Fire Protection. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Automatic Sprinklers of Pacific Inc 4604 Pinchurst Dr So Austin, TX	Broadway Department Store, Los Angeles, CA	Sprinkler Filter	7/1963-12/1963

Job Duties: Plaintiff installed a fire sprinkler system in a Broadway department store. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Orvin Engineering Corporation 796 E Harrison St Corona, CA	Unknown Discount Store, North ridge, CA	Sprinkler Fitter	4/1964-8/1964 (584 hrs)

Plaintiff is currently unaware if he was exposed to asbestos during this employment.
Plaintiff installed a sprinkler system inside a discount store under construction.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Atlas Automatic Sprinkler Co 1311 Glendale Blvd Los Angeles, CA	Public Schools, Los Angeles and Orange County, CA	Sprinkler Filter	8/1964-7/1965 (1,852 hrs)

Job Duties: Plaintiff installed sprinkler systems in schools under construction in Los Angeles and Orange counties, California. Plaintiff worked in close proximity to workers applying asbestos insulation to hot waterlines. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>

<u>Cosco Fire Protection Inc</u>	<u>Various Locations</u>	<u>Sprinkler Filter</u>	<u>7/1965-12/1965</u>

16306 S Broadway
Gardena, CA

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Filter	7/1965-12/1965 (1,656.25 hrs); 1/1967-12/1969 1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)

Job Duties: Plaintiff installed sprinkler pipe in various buildings. Plaintiff cut and milled JOINTS-MANVILLE (MANVILLE TRUST) asbestos-cement pipe, which created a lot of dust. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
LKA: Zum Industries Inc Erie, PA	Stonewood Shopping Center Downey, CA		4/1971-6/1971; 1/1972-3/1972 (609 hrs) (6 months)

Job Duties: Plaintiff worked in a parking lot used for unloading new cars from ships. Plaintiff cut and milled over one mile of CERTAINTEED (CERTAINTEED CORPORATION) asbestos-cement pipe for use as fire mains. Plaintiff recalls Cosco purchasing the asbestos-cement pipe from FAMILIAN PIPE & SUPPLY (FAMILIAN CORPORATION). Plaintiff recalls creating a lot of dust while performing this work. Plaintiff currently contends he was exposed to asbestos

during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>			
Cosco Fire Protection Inc 16306 S Broadway Gardena, CA	Sprinkler Fitter	7/1965-12/1965; 1/1966-12/1966 (1,656.25 hrs); 1/1967-12/1969; 1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)	7/1965-12/1965; 1/1966-12/1966 (1,656.25 hrs); 1/1967-12/1969; 1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)	LKA; Zurn Industries Inc Eric, PA Orange, CA	LKA; Grimmell Corporation 1 Town Center Rd Boca Raton, FL	Sprinkler Fitter	4/1968-9/1968 4/1972-12/1972 (1,370 hrs); 1/1973-12/1973 (1,963 hrs); 1/1974-12/1974 (1,868 hrs); 1/1975-12/1975 (1,653 hrs); 1/1976-12/1976 (1,693 hrs); 1/1977-12/1977 (1,698 hrs); 1/1978-12/1978 (1,475 hrs); 1/1979-12/1979 (2,075 hrs); 1/1980-12/1980 (1,866 hrs); 1/1981-12/1981 (1,954 hrs); 1/1982-12/1982 (1,959 hrs); 1/1983-12/1983 (1,810 hrs); 1/1984-12/1984 (1,827 hrs); 2/1985-8/1985 (1,187 hrs)	Grimmell Co of Pacific 260 W Exchange St Providence, RI	Sprinkler Fitter	4/1968-9/1968 4/1972-12/1972 (1,370 hrs); 1/1973-12/1973 (1,963 hrs); 1/1974-12/1974 (1,868 hrs); 1/1975-12/1975 (1,653 hrs); 1/1976-12/1976 (1,693 hrs); 1/1977-12/1977 (1,698 hrs); 1/1978-12/1978 (1,475 hrs); 1/1979-12/1979 (2,075 hrs); 1/1980-12/1980 (1,866 hrs); 1/1981-12/1981 (1,954 hrs); 1/1982-12/1982 (1,959 hrs); 1/1983-12/1983 (1,810 hrs); 1/1984-12/1984 (1,827 hrs); 2/1985-8/1985 (1,187 hrs)
Job Duties: Plaintiff installed sprinkler systems in various concrete buildings at the university. Plaintiff is currently unaware if he was exposed to asbestos during this employment.	University of California (UCLA), Los Angeles, CA		(1 week)	Job Duties: Plaintiff installed sprinkler systems inside a new mall under construction. Plaintiff recalls working in close proximity to drywallers and insulators. Plaintiff worked in close proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.) fireproofing onto steel beams. Plaintiff currently contends he was exposed to asbestos during this employment.	Pepperdine University, Malibu, CA					
Job Duties: At Pepperdine University, plaintiff cut through ceiling tiles to correct the installation										

of the sprinkler system. Plaintiff worked in close proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.) fireproofing onto steel beams. At Glendale Galleria plaintiff worked in close proximity to sheet metal workers installing flexible duct connections for HVAC units. Plaintiff worked in close proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.) fireproofing onto steel beams. At UCLA, plaintiff installed sprinkler systems in various concrete buildings on campus. Plaintiff recalls fireproofers installing asbestos-containing fireproofing onto steel beams. Plaintiff currently contends he was exposed to asbestos during this employment.

Employer Cosco Fire Protection Inc
Location of Exposure 16306 S Broadway
Job Title Sprinkler Fitter
Exposure Dates 1/1970-12/1970
 (1,926 hrs);
 1/1971-12/1971
 (1,915 hrs)

Employer LKA, Zurn Industries Inc
Location of Exposure Erie, PA
Job Title Sprinkler Fitter
Exposure Dates 4/1971-6/1971;
 1/1972-3/1972
 (609 hrs)

Employer Schubert Theater, Century
Location of Exposure City, CA
Job Title Sprinkler Fitter
Exposure Dates 1/1970-12/1970
 (1,926 hrs);
 1/1971-12/1971
 (1,915 hrs)

Employer Cosco Fire Protection Inc
Location of Exposure 16306 S Broadway
Job Title Sprinkler Fitter
Exposure Dates 4/1971-6/1971;
 1/1972-3/1972
 (609 hrs)

Employer LKA, Zurn Industries Inc
Location of Exposure Erie, PA
Job Title Sprinkler Fitter
Exposure Dates 1/1970-12/1970
 (1,926 hrs);
 1/1971-12/1971
 (1,915 hrs)

Employer Arco Plaza (Twin
Location of Exposure City, CA
Job Title Sprinkler Fitter
Exposure Dates 1/1970-12/1970
 (1,926 hrs);
 1/1971-12/1971
 (1,915 hrs)

Employer Cosco Fire Protection Inc
Location of Exposure 16306 S Broadway
Job Title Sprinkler Fitter
Exposure Dates 4/1971-6/1971;
 1/1972-3/1972
 (609 hrs)

Towers/City National
Plaza), Los Angeles, CA

Employer Arco Plaza (Twin
Location of Exposure City, CA
Job Title Sprinkler Fitter
Exposure Dates 1/1970-12/1970
 (1,926 hrs);
 1/1971-12/1971
 (1,915 hrs)

Employer Cosco Fire Protection Inc
Location of Exposure 16306 S Broadway
Job Title Sprinkler Fitter
Exposure Dates 4/1971-6/1971;
 1/1972-3/1972
 (609 hrs)

Job Duties: Plaintiff installed sprinklers in a new theater under construction. Plaintiff recalls working in close proximity to drywallers applying and sanding asbestos-containing joint compounds. Plaintiff currently contends he was exposed to asbestos during this employment.

Job Duties: Plaintiff installed sprinklers in a new theater under construction. Plaintiff recalls working in close proximity to drywallers applying and sanding asbestos-containing joint compounds. Plaintiff currently contends he was exposed to asbestos during this employment.

Employer Cosco Fire Protection Inc
Location of Exposure 16306 S Broadway
Job Title Sprinkler Fitter
Exposure Dates 1/1970-12/1970
 (1,926 hrs);
 1/1971-12/1971
 (1,915 hrs)

Employer LKA, Zurn Industries Inc
Location of Exposure Erie, PA
Job Title Sprinkler Fitter
Exposure Dates 4/1971-6/1971;
 1/1972-3/1972
 (609 hrs)

Employer Arco Plaza (Twin
Location of Exposure City, CA
Job Title Sprinkler Fitter
Exposure Dates 1/1970-12/1970
 (1,926 hrs);
 1/1971-12/1971
 (1,915 hrs)

Job Duties: Plaintiff worked in the main underground concrete parking facility for the two towers. Plaintiff drilled anchors into concrete for the installation of sprinkler pipe. Plaintiff worked in close proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.) fireproofing onto steel beams. Plaintiff currently contends he was exposed to asbestos during this employment.

ITT Fluid Products
Corporation
33 Centerville Rd
Lancaster, PA

Location of Exposure	Job Title	Exposure Dates
Unknown	Sprinkler Fitter	4/19/72-6/1972
y does not recall the details of this employment. Plaintiff is exposed to asbestos during this employment.		

LKA: Zum Industries Inc Erie, PA	4/1971-6/1971; 1/1972-6/1972	Sprinkler Fitter
Zody's Department Store, Norwalk; West Covina; and Anaheim, CA	Early 1970s (3-4 weeks for each store)	1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
Gemco, Covina, CA	Early 1970s (3-4 weeks)	1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
Gemco, Los Angeles area, CA	Early 1970s (3-4 weeks)	1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)

Job Duties: Plaintiff installed fire sprinklers in the wood frames of concrete tilt-up department stores being constructed. Plaintiff worked in close proximity to drywallers mixing, applying and sanding asbestos-containing joint and taping compounds; and roofers applying asbestos roofing paper, felt and shingle materials. Plaintiff worked in close proximity to electricians, carpenters and plumbers. Plaintiff recalled foreman and installer Tom Sears. Plaintiff currently contends he was exposed to asbestos during this employment.	Norwalk; West Covina; and Anaheim, CA	Early 1970s (3-4 weeks)	Early 1970s (3-4 weeks)	Early 1970s (3-4 weeks)

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grimmell Corporation 1 Town Center Rd	New Otani Hotel, Los Angeles, CA	Sprinkler Fitter	1/1977-12/1977 (1698 hrs)

Boca Raton, FL

1/1978-12/1978
(1,475 hrs);
1/1979-12/1979
(2,075 hrs)
(Several days)

Job Duties: Plaintiff worked on the installation of fire sprinklers in a new hotel under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grimmell Corporation 1 Town Center Rd Boca Raton, FL	American Airlines, Los Angeles International Airport (LAX), Los Angeles, CA	Sprinkler Fitter	1/1978-12/1978 (1,475 hrs); 1/1979-12/1979 (2,075 hrs); 1/1980-12/1980 (1,866 hrs); 1/1982-12/1982 (1,959 hrs); 1/1983-12/1983 (1,810 hrs)

Job Duties: Plaintiff recalls working in the attic spaces of convalescent homes, which contained blown-in insulation. Plaintiff cut through asbestos ceiling tiles to extend sprinkler heads below ceilings. Plaintiff worked in close proximity to insulators. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grimmell Corporation 1 Town Center Rd Boca Raton, FL	Various Convalescent Homes, Los Angeles, CA	Sprinkler Fitter	1/1977-12/1977 (1,698 hrs); 1/1978-12/1978 (1,475 hrs); 1/1979-12/1979 (2,075 hrs)

Job Duties: At American Airlines, plaintiff recalls inspecting control valves every three months inside a repair hangar. Plaintiff recalls seeing exposed fireproofing on steel beams. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
CF Braun Constructors Inc Alhambra, CA	Anheuser-Busch Brewery (Budweiser), Van Nuys, CA	Welder (helper)	1980 (2 weeks)

Job Duties: Plaintiff worked as a helper for pipe welders, who were using protective asbestos blankets. Plaintiff handed materials to the welders as they worked. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grimmell Corporation 1 Town Center Rd Boca Raton, FL	U.S. Air Force, Vandenberg AFB, Lompoc, CA	Sprinkler Fitter	1/1980-12/1980 (1,866 hrs); 1/1981-12/1981 (1,954 hrs); 1/1982-12/1982 (1,959 hrs); 1/1983-12/1983 (1,810 hrs) (1 week)

Job Duties: Plaintiff installed sprinkler systems for new construction at a small manufacturing plant. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

1/1978-12/1978
(1,475 hrs);
1/1979-12/1979
(2,075 hrs)
(Several days)

Employer Ortiz Fire Protection Inc
130 S Highland Ave
Fullerton, CA
Location of Exposure Yorba Linda High School, Yorba Linda, CA
Job Title Sprinkler Fitter
Exposure Dates 8/1987-12/1987
(723 hrs);
1/1988-2/1988
(251 hrs)

Job Duties: Plaintiff recalls working at the space shuttle launch complex. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Employer Grinnell Corporation
1 Town Center Rd
Boca Raton, FL
Location of Exposure Kaiser Hospital, Canoga Park, CA
Job Title Sprinkler Fitter
Exposure Dates 1/1984-11/1984
(1,827 hrs)

Job Duties: Plaintiff installed fire sprinklers in a new hospital under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Employer Grinnell Corporation
1 Town Center Rd
Boca Raton, FL
Location of Exposure Home Savings and Loan, Irwindale, CA
Job Title Sprinkler Fitter
Exposure Dates 2/1985-12/1985
(1,187 hrs)

Job Duties: Plaintiff installed fire sprinklers. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Employer Century Sprinkler Corporation
2505 Miramar Ave
Long Beach, CA
Location of Exposure Westin Bonaventure Hotel, Sprinkler Fitter
Los Angeles, CA (foreman)
Job Title Sprinkler Fitter
Exposure Dates 9/1985-12/1985
(671 hrs);
1/1986-12/1986
(2,162 hrs);
1/1987-8/1987
(1,269 hrs);
8/1992-10/1992
(232 hrs)

Job Duties: Plaintiff worked on repairs in existing buildings and worked as many as two to three jobs per day. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Employer Wormald Fire Systems Inc
273 Corporate Dr
Portsmouth, NH
Location of Exposure Various Locations
Job Title Sprinkler Fitter
Exposure Dates 8/1989-3/1990
(1,076 hrs)

Job Duties: Plaintiff installed fire sprinklers in buildings under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Employer Wormald Fire Systems Inc
273 Corporate Dr
Los Angeles, CA
Location of Exposure State Building, downtown
Job Title Sprinkler Fitter
Exposure Dates 1989
(2 weeks, evenings)

Portsmouth, NH

only)

Job Duties: Plaintiff installed sprinkler systems inside the state building in downtown Los Angeles, California. Plaintiff recalls wearing protective paper suits and a respirator to protect himself from asbestos. Plaintiff recalls workers with an abatement company scraping asbestos off the concrete prior to installing pipe hangers. Plaintiff recalls marking areas where pipe hangers needed to be installed prior to the abatement. Plaintiff currently contends he was exposed to asbestos during this employment.

Employer Location of Exposure Job Title Exposure Dates
 Wormald Fire Systems Inc Ritz Carlton Hotel, Marina del Rey, CA Sprinkler Fitter 1989

273 Corporate Dr
Portsmouth, NH

Job Duties: Plaintiff installed sprinkler systems in a wood-frame hotel under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Employer Location of Exposure Job Title Exposure Dates
 Action Fire Protection 11120 Western Ave Stanton, CA Sprinkler Fitter 10/1990 (58 hrs)

Job Duties: Plaintiff installed fire sprinklers at a department store and other sites. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Employer Location of Exposure Job Title Exposure Dates
 International Fire Sprinkler Inc 2551 Metro Blvd Maryland Heights, MO Naval Air Station, Point Mugu, CA Sprinkler Fitter 1/1991-4/1991 (438 hrs)
 (less than a year)

Job Duties: Plaintiff installed fire sprinklers in buildings under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Employer Location of Exposure Job Title Exposure Dates
 Approved Fire Protection Inc Various Buildings, Los Angeles, CA and surrounding area Boeing Aircraft, Long Beach, CA Sprinkler Filter 3/1990-10/1990 (1057 hrs)

Job Duties: Plaintiff installed sprinklers in wood-frame buildings under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	Location of Exposure	<u>Job Title</u>	<u>Exposure Dates</u>
Advance Fire Protection Company Inc 1451 W Lambert Rd La Habra, CA	May Company, Los Angeles, CA	Sprinkler Fitter	10/1990 (48 hrs); 12/1990 (104 hrs); 1/1991 (56 hrs)

Job Duties: Plaintiff installed a sprinkler system in a performing arts venue under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Job Duties: Plaintiff installed sprinklers in wood-frame buildings under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
ESI Construction Inc. 2978 First St I La Verne, CA	Unknown Building, Los Angeles, CA	Laborer	1994 (1 month)

Job Duties: Plaintiff worked outside of a damaged building repairing gas lines following the North ridge Earthquake. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

From 1958 to 1994, plaintiff worked 36 years as a member of the Sprinkler Fitters U.A Local 769. Plaintiff recalls working on and off with various co-workers, including Ken Carpenter, Arkansas; Jerry Grady, deceased; Paul Huerta in the 1970s, Cerritos, California; Tom Collister in the late 1970s and early 1980s; and Jim Duffy.

NON-OCCUPATIONAL EXPOSURE:

FRICITION:

From approximately 1956 up until the mid 1990s, plaintiff removed and replaced the brakes on a variety of vehicles. Plaintiff recalls removing the original equipment manufacturer's brakes from a 1969 OLDSMOBILE (GENERAL MOTORS CORPORATION) and a 1983 OLDSMOBILE (GENERAL MOTORS CORPORATION). Plaintiff removed and replaced the brakes on other vehicles, including a 1949 Ford, purchased in 1956; a 1974 Ford Ltd.; a 1957 Chevrolet pick-up truck; and a 1954 Chevrolet purchased around 1956. Plaintiff also helped his father remove and replace the brakes in a 1959 Chevrolet and a 1951 Chevrolet. Plaintiff used a paint brush to clean the residue from the backing plates where the brakes were mounted. Plaintiff recalls purchasing BENDIX (HONEYWELL INTERNATIONAL) brakes from K & R AUTOMOTIVE, East Los Angeles, California. Plaintiff recalls purchasing RAYBESTOS (RAYMARK INDUSTRIES, INC.) disc brakes for installation in the 1983 Oldsmobile. Plaintiff currently contends he was exposed to asbestos as a result of this automotive work.

EXHIBIT K

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6 | Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

11 YSIDRO LIMON, SR., }
12 Plaintiff, }
13 vs. }
14 AMCORD, INC., et al., }
15 Defendants }
}) ASBESTOS
No. CGC-15-276378
ANSWERS TO INTERROGATORIES

ASBESTOS
No. CGC-15-276378

ANSWERS TO INTERROGATORIES

16 PROFOUNDING PARTY: STANDARD ASBESTOS CASE INTERROGATORIES

17 | RESPONDING PARTY: Plaintiff YSIDRO LIMON, SR.

18 | SET NO: ONE

ANSWERS

- 20 1. a. YSIDRO M. LIMON, SR.
21 b. February 3, 1939.
22 c. 75.
23 d. Calexico, California.
24 e. 13575 East Loumont Street, Whittier, California 90601.
25 f. Height: 5' 9" weight: 205 pounds.
26 g. XXXXX-2250.
27 h. None.
28 i. None.

- 1 j. None.
- 2 k. California, F0785237.
- 3 l. Sid.
- 4 m. 12th grade.
- 5 n. None.
- 6 o.-r. Not applicable.
- 7 s. Christine S. Limon.
- 8 t. 1960.
- 9 u. Plaintiff's marriage to Christine ended with her death on May 15, 2006.
- 10 2. a. Rebecca McIlvian.
- 11 b. 1960.
- 12 c. Natural.
- 13 d. 1033 West James Street, Rialto, California 92376.
- 14 e. Housewife.
- 15 f. Living.
- 16
- 17 a. Ysidro D. Limon, Jr.
- 18 b. 1961.
- 19 c. Natural.
- 20 d. Unknown.
- 21 e. Unknown.
- 22 f. Living.
- 23
- 24 a. Rachel Huizar.
- 25 b. 1966.
- 26 c. Natural.
- 27 d. 460 Lucero Court, #11, San Bernardino, California.
- 28 e. Marketing and Sales Representative.

- 1 f. Living.
- 2
- 3 a. Loretta M. H. Rodriguez.
- 4 b. 1972.
- 5 c. Natural.
- 6 d. 13575 Loumont Street, Whittier, California 90601.
- 7 e. Marketing and Sales Representative.
- 8 f. Living.
- 9 3. No.
- 10 4. None.
- 11 5. Plaintiff is currently able to recall the following addresses:
- 12 13575 East Loumont Street, Whittier, California 90601;
- 13 Los Angeles, California;
- 14 Oxnard, California;
- 15 Brawley, California.
- 16 6. Plaintiff graduated from Garfield High School. Plaintiff completed a sprinkler
- 17 fitters apprenticeship.
- 18 7. January 9, 2015.
- 19 8. No.
- 20 9. No.
- 21 10. Excluding plaintiff's expert consultants, plaintiff recalls the following physicians:
- 22 a. Dr. Edward Reece.
- 23 b. 8135 Painter Avenue, Whittier, California 90602.
- 24 c. General health maintenance, including exams and treatment for breathing
- 25 problems. Chest x-rays were taken.
- 26 d. 2001 to the present.
- 27 e. Primary health care.
- 28 f. Plaintiff's investigation and discovery are continuing.

1 11. Excluding those used by plaintiff's expert consultants, and any previously
2 described, plaintiff currently recalls the following hospitals:

3 a. Presbyterian Intercommunity Hospital.

4 b. Whittier, California.

5 c.-f. Plaintiff's investigation and discovery are continuing.

6 12. Excluding any taken by plaintiff's expert consultants, and any previously
7 described, plaintiff recalls the following x-rays:

8 a. Presbyterian Intercommunity Hospital, Whittier, California

9 b. Plaintiff does not currently recall.

10 c. Chest.

11 d. Unknown.

12 e. Plaintiff's investigation and discovery are continuing.

13 13. Excluding any taken by plaintiff's expert consultants, and any previously
14 described, plaintiff does not currently recall any other pulmonary function tests. Plaintiff's
15 investigation and discovery are continuing.

16 14. Please see response to Interrogatory No.'s 10 and 11, above. Plaintiff defers to his
17 medical records as the best source of information for medications prescribed.

18 15. Not at this time. Plaintiff's medical records are equally available to defendants
19 through Berry & Berry, designated defense counsel.

20 16. Plaintiff has the following complaints from asbestos exposure: shortness of
21 breath.

22 a. Plaintiff does not recall a specific date.

23 b. No cessation.

24 c. Plaintiff is currently unaware of any physical change.

25 d. Plaintiff contends that his lungs have primarily been affected. However,
26 as lung function affects the rest of the body, plaintiff also contends that all parts of his body may
27 have been affected.

28 e.-f. Excluding expert consultants, none.

1 g. Plaintiff does not at this time contend that he has lost time from work as a
2 result of his asbestos related conditions. Plaintiff's investigation and discovery are continuing.

3 h. Not applicable.

4 i. Plaintiff's investigation and discovery are continuing.

5 17. Yes.

6 a.-b. Plaintiff was diagnosed with asbestosis on or about May 2007 and
7 asbestos-related pleural disease on or about July 2014.

8 c.-l. Information protected by either the attorney work-product doctrine or the
9 attorney-client privilege. Plaintiff's investigation and discovery are continuing.

10 18. No.

11 19. Plaintiff has suffered respiratory complaints and symptoms during the last 10
12 years, including but not limited to: shortness of breath.

13 20. No.

14 21. Not applicable.

15 22. No.

16 23. Plaintiff is a lifetime non-smoker.

17 24. No.

18 25. Plaintiff does not drink alcohol.

19 26. Plaintiff is currently able to identify the following employment information:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Marjon Company 100 W Tenth St Wilmington, DE	Unknown	Unknown	7/1955-9/1955; 4/1956-9/1956; 7/1957-9/1957

23 Job Duties: Plaintiff does not recall the specifics of this employment. Plaintiff is currently
24 unaware if he was exposed to asbestos during this employment.

25 ///

26 ///

27 ///

28 ///

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Halopoff & Kalpakoff Rattan Specialties 8343 E Loch Lomond Dr Pico Rivera, CA	Pico Rivera, CA	Sander	10/1956-3/1957
2				
3				
4				
5	Job Duties: Plaintiff recalled that he sanded rattan furniture by hand in a workshop. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
6				
	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
7	Automatic Sprinkler Corp of America Jones & Brittain St Youngstown, OH	American Sprinkler Montebello, CA	Apprentice Sprinkler Fitter	10/1957-12/1957
8				
9				
10	Job Duties: Plaintiff worked in a workshop assembling hangers for sprinklers. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
11				
	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
12	Grinnell Co of Pacific 260 W Exchange St Providence, RI	American Can Company, Huntington Park, CA	Sprinkler Fitter	1957-1958 (4-8 weeks) 10/1957-12/1957
13				
14				
15	Job Duties: Plaintiff installed a sprinkler system in a wood-frame building under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
16				
	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
17	Lohman Bros Contracting Plumbing and Heating 300 E Coast Hwy Newport Beach, CA	Young's Market, Alameda and 5 th , Los Angeles, CA	Sprinkler Fitter	10/1957-12/1957; 1/1959-3/1960; 7/1960-9/1960
18				
19				
20				
21	Job Duties: Plaintiff recalls installing a sprinkler system while Young's Market was being constructed in Los Angeles, California. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
22				
	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
23	Church & Mendoza Automatic Fire Protection Co 2325 E 55 th St Los Angeles, CA	Unknown locations Los Angeles, CA	Sprinkler Fitter	10/1957-12/1957; 1/1962-6/1963; 1/1964-6/1964
24				
25				
26				
27	Job Duties: Plaintiff worked on existing and new construction projects throughout Los Angeles. Plaintiff recalled construction was wood frame or solid cement pours. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
28				

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grinnell Corporation of Pacific 260 W Exchange St Providence, RI	Santa Ana Fashion Mall, Santa Ana, CA	Sprinkler Fitter	10/1957-12/1957
Job Duties: Plaintiff installed a sprinkler system in a new shopping mall under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Mehring & Hansen Co 6615 Eighth Ave Los Angeles, CA	Santa Ana Fashion Mall Santa Ana, CA	Sprinkler Fitter	1/1958-3/1958
Job Duties: Plaintiff recalls that he installed a sprinkler system in a new shopping mall under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
JM Carden Sprinkler Co 2909 Fletcher Dr Los Angeles, CA	Unknown	Sprinkler Fitter	4/1958-6/1958
Job Duties: Plaintiff does not recall the specifics of this employment. Plaintiff is uncurrently unaware if he was exposed to asbestos during this employment.			
<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Stonebro Corporation 617 Isis Ave Inglewood, CA	Various Warehouses, Los Angeles area, CA	Sprinkler Fitter	4/1958-3/1959; 7/1959-9/1959; 1/1960-12/1961
Los Angeles County Schools, Los Angeles, CA			
Job Duties: Plaintiff installed fire sprinklers in various buildings under construction or renovation. At Los Angeles County schools, plaintiff recalls using a utility knife or hole saw to cut into asbestos ceiling tiles prior to installing pipe supports. At various other locations, plaintiff cut and milled JOHNS-MANVILLE (MANVILLE TRUST) asbestos-cement pipe for use as fire mains, which created a lot of dust. Plaintiff recalls the JOHNS-MANVILLE (MANVILLE TRUST) asbestos-cement pipe was supplied by GRINNELL (GRINNELL LLC (FKA GRINNELL CORPORATION, AKA GRINNELL FIRE). Plaintiff recalls GRINNELL FIRE PROTECTION (GRINNELL LLC (FKA GRINNELL CORPORATION, AKA GRINNELL FIRE) construction manager Bob Meniker, deceased. Plaintiff currently contends he was exposed to asbestos during this employment.			
///			
///			

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Security Fire Protection aka Stonebro Corporation	Long Beach Memorial Hospital, Long Beach, CA	Sprinkler Fitter	1958-1960
2	Job Duties: Plaintiff installed fire sprinklers at a hospital under construction. Plaintiff recalls working in the boiler room, where he worked in close proximity to THORPE INSULATION (THORPE INSULATION COMPANY) insulators cutting and applying half-round insulation to fit onto hot-water lines. Plaintiff recalls insulators mixing and applying asbestos insulating cement over the half-round insulation, which created a lot of dust. Plaintiff recalls walking over insulating debris which had fallen onto the floor. Plaintiff currently contends he was exposed to asbestos during this employment.			
3	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
4	Security Fire Protection aka Stonebro Corporation			
5	Discount Store, Pico Rivera, CA			
6	Sprinkler Fitter			
7	1958-1961			
8	Job Duties: Plaintiff installed a fire sprinkler system at a building under construction. Plaintiff cut and milled JOHNS-MANVILLE (MANVILLE TRUST) asbestos-cement pipe for use as fire mains, which created a lot of dust. Plaintiff recalls the JOHNS MANVILLE (MANVILLE TRUST) asbestos-cement pipe was supplied by GRINNELL(GRINNELL LLC (FKA GRINNELL CORPORATION, AKA GRINNELL FIRE)). Plaintiff recalls GRINNELL (GRINNELL LLC (FKA GRINNELL CORPORATION, AKA GRINNELL FIRE)) construction manager Bob Meniker, deceased. Plaintiff currently contends he was exposed to asbestos during this employment.			
9	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
10	Stonebro Corporation 617 S Isis Ave Inglewood, CA			
11	Various buildings, Los Angeles, CA and surrounding area			
12	Sprinkler Fitter			
13	1/1960-3/1962			
14	Job Duties: Plaintiff installed fire sprinkler systems in buildings under construction in Los Angeles, California, and the surrounding area. Plaintiff worked in close proximity to workers installing asbestos ceiling tile, and asbestos-containing joint compounds and insulation. For about 6 months, plaintiff worked as a designer in the offices of Stonebro Corporation. Plaintiff currently contends he was exposed to asbestos during this employment.			
15	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
16	Stonebro Office, Wilmington, CA			
17	6 months			
18	Job Duties: Plaintiff installed fire sprinkler systems in buildings under construction in Los Angeles, California, and the surrounding area. Plaintiff worked in close proximity to workers installing asbestos ceiling tile, and asbestos-containing joint compounds and insulation. For about 6 months, plaintiff worked as a designer in the offices of Stonebro Corporation. Plaintiff currently contends he was exposed to asbestos during this employment.			
19	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
20	Automatic Fire Protection Co 2325 E 55 St Los Angeles, CA			
21	New Construction, Los Angeles, CA and surrounding area			
22	Sprinkler Fitter			
23	1/1962-6/1964			
24	///			
25				
26				
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28				

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Automatic Fire Protection Co (contd.)	Automatic Fire Protection Office, Los Angeles, CA	Designer	6 months
2	Job Duties: Plaintiff installed fire sprinkler systems in buildings under construction in Los Angeles, California and the surrounding area. Plaintiff worked in close proximity to workers installing asbestos ceiling tile, and asbestos-containing joint compounds and insulation. For six months, plaintiff worked as a designer in the offices of Automatic Fire Protection. Plaintiff recalled Church and Mendoza, first names unknown, owners of Automatic Fire Protection. Plaintiff currently contends he was exposed to asbestos during this employment.			
3	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
4	Automatic Sprinklers of Pacific Inc 4604 Pinehurst Dr So Austin, TX	Broadway Department Store, Los Angeles, CA	Sprinkler Fitter	7/1963-12/1963
5	Job Duties: Plaintiff installed a fire sprinkler system in a Broadway department store. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
6	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
7	Orvin Engineering Corporation 796 E Harrison St Corona, CA	Unknown Discount Store, North ridge, CA	Sprinkler Fitter	4/1964-9/1964
8	Job Duties: Plaintiff installed a sprinkler system inside a discount store under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
9	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
10	Atlas Automatic Sprinkler Co 1311 Glendale Blvd Los Angeles, CA	Public Schools, Los Angeles and Orange County, CA	Sprinkler Fitter	7/1964-6/1965
11	Job Duties: Plaintiff installed sprinkler systems in schools under construction in Los Angeles and Orange counties, California. Plaintiff worked in close proximity to workers applying asbestos insulation to hot waterlines. Plaintiff currently contends he was exposed to asbestos during this employment.			
12	///			
13	///			
14	///			
15	///			

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	7/1965-3/1970; 1/1971-3/1971
2	LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-6/1972
3		Wilmington Harbor, Wilmington, CA		Late 1960s-Early 1970s
4	Job Duties: Plaintiff worked in a parking lot used for unloading new cars from ships. Plaintiff cut and milled JOHNS-MANVILLE (MANVILLE TRUST) and CERTAINTEED (CERTAINTEED CORPORATION) asbestos-cement pipe for use as fire mains. Plaintiff recalls Cosco purchasing the asbestos-cement pipe from FAMILIAN PIPE & SUPPLY (FAMILIAN CORPORATION). Plaintiff recalls creating a lot of dust while performing this work. Plaintiff recalls co-worker Tom Sears. Plaintiff currently contends he was exposed to asbestos during this employment.			
5	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
6	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	7/1965-3/1970; 1/1971-3/1971
7	LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-6/1972
8	Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA			
9	Early 1970s (2 weeks)			
10	Job Duties: Plaintiff installed fire sprinklers in a new skyscraper complex under construction. Plaintiff worked in close proximity to insulators applying OWENS CORNING FIBERGLAS insulating cement over pipes and equipment. Plaintiff worked in close proximity to drywallers applying and sanding GOLD BOND (ASBESTOS CLAIMS MANAGEMENT CORPORATION) joint compound. Plaintiff recalls cement finishers mixing and applying RIVERSIDE GUN CEMENT (AMCORD, INC.) onto the exterior and interior of the buildings. Plaintiff recalls sacks of RIVERSIDE GUN CEMENT (AMCORD, INC.) lying around the jobsite. Plaintiff recalls working in close proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.) fireproofing onto steel beams. Plaintiff currently contends he was exposed to asbestos during this employment.			
11	///			
12	///			
13	///			
14	///			
15	///			
16	///			

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	7/1965-3/1970; 1/1971-3/1971
2	LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-6/1972
3	LKA: Cosco Fire Protection Inc 501 W Southern Ave Orange, CA			1993-1994
4		University of California (UCLA), Los Angeles, CA		
5				
6				
7				
8				
9				
10	Job Duties: Plaintiff installed sprinkler systems in various concrete buildings at the university. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
11				
12	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
13	Grinnell Co of Pacific 260 W Exchange St Providence, RI		Sprinkler Fitter	4/1968-9/1968
14				
15	LKA: Grinnell Corporation 1 Town Center Rd Boca Raton, FL			7/1972-9/1972; 1/1973-1985
16				
17		Pepperdine University, Malibu, CA		
18				
19	Job Duties: At Pepperdine University, plaintiff cut through ceiling tiles to correct the installation of the sprinkler system. Plaintiff currently contends he was exposed to asbestos during this employment.			
20				
21	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
22	Grinnell Co of Pacific 260 W Exchange St Providence, RI		Sprinkler Fitter	4/1968-9/1968
23				
24	LKA: Grinnell Corporation 1 Town Center Rd Boca Raton, FL			7/1972-9/1972; 1/1973-1985; 1990
25				
26		University of California (UCLA), Los Angeles, CA		
27				
28	Job Duties: Plaintiff installed sprinkler systems in various concrete buildings on campus. Plaintiff recalls fireproofers installing an asbestos-containing fireproofing onto steel beams.			

1 Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Cosco Fire Protection Inc 16306 S Broadway Gardena, CA	Montclair Plaza Mall, Montclair, CA	Sprinkler Fitter	Late 1960s

5 Job Duties: Plaintiff installed sprinkler systems inside a new mall under construction. Plaintiff
6 recalls working in close proximity to drywallers and insulators. Plaintiff currently contends he
7 was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
ITT Fluid Products Corporation 33 Centerville Rd Lancaster, PA	Unknown	Sprinkler Fitter	4/1972-6/1972

11 Job Duties: Plaintiff currently does not recall the details of this employment. Plaintiff is
12 currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Cosco Fire Protection Inc 16306 S Broadway Gardena, CA	Schubert Theater, Century City, CA	Sprinkler Fitter	Early 1970s

16 Job Duties: Plaintiff installed sprinklers in a new theater under construction. Plaintiff recalls
17 working in close proximity to drywallers applying and sanding asbestos-containing joint
18 compounds. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Cosco Fire Protection Inc 16306 S Broadway Gardena, CA	Alcoa Towers, Los Angeles, CA	Sprinkler Fitter	Early 1970s

22 Job Duties: Plaintiff worked in a parking garage. Plaintiff drilled anchors into concrete for the
23 installation of sprinkler pipe. Plaintiff is currently unaware if he was exposed to asbestos during
24 this employment.

25 ///

26 ///

27 ///

28 ///

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA	Century Plaza Tower One (2029 Century Park East), Century City, Los Angeles, CA	Sprinkler Fitter	Early 1970s
2		Century Plaza Tower Two (2049 Century Park East), Century City, Los Angeles, CA		
3	Job Duties: Plaintiff worked in the main underground concrete parking facility for the two towers. Plaintiff drilled anchors into concrete for the installation of sprinkler pipe. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
4				
5				
6				
7				
8				
9				
10	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
11	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Smith Tool, Costa Mesa, CA	Sprinkler Fitter	Mid-to-Late 1970s
12				
13	Job Duties: Plaintiff cut and milled JOHNS-MANVILLE (MANVILLE TRUST) and CERTAINTEED (CERTAINTEED CORPORATION) asbestos-cement pipe for use as fire mains. While performing this work, plaintiff recalls creating a lot of fine dust which covered his clothing. Plaintiff recalls more than a mile of asbestos-cement pipe was delivered to the jobsite from the manufacturers in 20 semi-trucks. Plaintiff currently contends he was exposed to asbestos during this employment.			
14				
15				
16				
17	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
18	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Celotex, Los Angeles, CA	Sprinkler Fitter	Late 1970s-Early 1980s (1 week)
19				
20	Job Duties: Plaintiff installed sprinkler systems for new construction at a small manufacturing plant. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
21				
22	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
23	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	New Otani Hotel, Los Angeles, CA	Sprinkler Fitter	Late 1970s (Several days)
24				
25	Job Duties: Plaintiff worked on the installation of fire sprinklers in a new hotel under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
26				
27	///			
28	///			

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Various Convalescent Homes, Los Angeles, CA	Sprinkler Fitter	Late 1970s
2	Job Duties: Plaintiff recalls working in the attic spaces of convalescent homes, which contained blown-in insulation. Plaintiff cut through asbestos ceiling tiles to extend sprinkler heads below ceilings. Plaintiff worked in close proximity to insulators. Plaintiff currently contends he was exposed to asbestos during this employment.			
3	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
4	Grinnell Corporation 1 Town Center Rd Boca Raton, FL			
5	American Airlines, Los Angeles International Airport (LAX), Los Angeles, CA			
6	Sprinkler Fitter			
7	Late 1970s-Early 1980s			
8	Job Duties: At American Airlines, plaintiff recalls inspecting control valves every three months inside a repair hangar. Plaintiff recalls seeing exposed fireproofing on steel beams. Plaintiff currently contends he was exposed to asbestos during this employment.			
9	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
10	CF Braun Constructors Inc Alhambra, CA			
11	Anheuser-Busch Brewery (Budweiser), Van Nuys, CA			
12	Welder (helper)			
13	1980			
14	Job Duties: Plaintiff worked as a helper for pipe welders, who were using protective asbestos blankets. Plaintiff handed materials to the welders as they worked. Plaintiff currently contends he was exposed to asbestos during this employment.			
15	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
16	Grinnell Corporation 1 Town Center Rd Boca Raton, FL			
17	U.S. Air Force, Vandenberg AFB, Lompoc, CA			
18	Sprinkler Fitter			
19	Early 1980s			
20	Job Duties: Plaintiff recalls working at the space shuttle launch complex. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
21	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
22	Grinnell Corporation 1 Town Center Rd Boca Raton, FL			
23	Kaiser Hospital, Canoga Park, CA			
24	Sprinkler Fitter			
25	1980s			
26	Job Duties: Plaintiff installed fire sprinklers in a new hospital under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
27	///			

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Home Savings and Loan, Irwindale, CA	Sprinkler Fitter	Mid 1980s
2	Job Duties: Plaintiff installed fire sprinklers. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
3	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
4	Century Sprinkler Corporation 2505 Mira Mar Ave Long Beach, CA	Westin Bonaventure Hotel, Los Angeles, CA	Sprinkler Fitter (foreman)	1987; 1992
5	Job Duties: Plaintiff worked in kitchens where he installed new sprinkler heads and new exhaust ducts. Plaintiff recalls scraping asbestos-containing fireproofing from steel beams to install hangers for the piping. Plaintiff currently contends he was exposed to asbestos during this employment.			
6	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
7	Ortiz Fire Protection Inc 130 S Highland Ave Fullerton, CA	Yorba Linda High School, Yorba Linda, CA	Sprinkler Fitter	1987-1988
8	Job Duties: Plaintiff installed fire sprinklers at a high school. Plaintiff recalls working in close proximity to old asbestos-containing fireproofing which had been applied at the facility. Plaintiff currently contends he was exposed to asbestos during this employment.			
9	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
10	Ramco Fire Protection Inc 13105 Lakeland Rd Santa Fe Springs, CA	University of California (UCLA), Los Angeles, CA	Sprinkler Fitter	1988-1999
11	Job Duties: Plaintiff worked on repairs in existing buildings and worked as many as two to three jobs per day. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
12	///			
13	///			
14	///			
15	///			

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Wormald Fire Systems Inc 273 Corporate Dr Portsmouth, NH	State Building, downtown Los Angeles, CA	Sprinkler Fitter	1989 (2 months)
2	Job Duties: Plaintiff installed sprinkler systems inside the state building in downtown Los Angeles, California. Plaintiff recalls wearing protective paper suits and a respirator to protect himself from asbestos. Plaintiff recalls workers with an abatement company scraping asbestos off the concrete prior to installing pipe hangers. Plaintiff recalls marking areas where pipe hangers needed to be installed prior to the abatement. Plaintiff currently contends he was exposed to asbestos during this employment.			
3	Wormald Fire Systems Inc 273 Corporate Dr Portsmouth, NH	Ritz Carlton Hotel, Marina del Rey, CA	Sprinkler Fitter	1989
4	Job Duties: Plaintiff installed sprinkler systems in a wood-frame hotel under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
5	Wormald Fire Systems Inc 273 Corporate Dr Portsmouth, NH	U.S. Air Force Plant 42, Palmdale, CA	Sprinkler Fitter	1989
6	Job Duties: Plaintiff installed fire sprinklers in buildings under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
7	Advance Fire Protection Company Inc 1451 W Lambert Rd La Habra, CA	May Company, Los Angeles, CA	Sprinkler Fitter	1990-1991 (1 week)
8	Job Duties: Plaintiff installed sprinklers at a department store and other sites. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
9	Action Fire Protection 11120 Western Ave Stanton, CA	Citadel Outlets, Los Angeles, CA	Sprinkler Fitter	1990 (4 months)
10	Job Duties: Plaintiff installed fire sprinklers in a mall under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
11	///			

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Approved Fire Protection Inc 12121 Wilshire Blvd Ste 600 Los Angeles, CA	Various Buildings, Los Angeles, CA and surrounding area	Sprinkler Fitter	1990
2		Boeing Aircraft, Long Beach, CA		
3				
4				
5				
6	Job Duties: Plaintiff installed sprinklers in wood-frame buildings under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
7				
8	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
9	International Fire Sprinkler Inc 2551 Metro Blvd Maryland Heights, MO	Naval Air Station, Point Mugu, CA	Sprinkler Fitter	1991 (less than a year)
10				
11				
12	Job Duties: Plaintiff installed sprinklers in an area where rockets were tested. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
13				
14	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
15	National Automatic Sprinkler 8000 Corporate Drive Landover, MD	Unknown	Sprinkler Fitter	1991
16				
17	Job Duties: Plaintiff currently does not recall the details of this employment. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
18				
19	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
20	Garvin Fire Protection Systems Inc Carefree, AZ	Cerritos Center for the Performing Arts, Cerritos, CA	Sprinkler Fitter	1991 (1 month)
21				
22	Job Duties: Plaintiff installed a sprinkler system in a performing arts venue under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
23				
24	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
25	ESI Construction Inc 2978 First St I La Verne, CA	Unknown Building, Los Angeles, CA	Laborer	1994 (1 month)
26				
27	Job Duties: Plaintiff worked outside of a damaged building repairing gas lines following the North ridge Earthquake. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
28	///			

1 From 1958 to 1994, plaintiff worked 36 years as a member of the Sprinkler Fitters UA Local
2 709. Plaintiff recalls working on and off with various co-workers, including Ken Carpenter,
3 Arkansas; Jerry Grady in the 1960s, Texas; Paul Huerta in the 1970s, Cerritos, California; Tom
Collister in the late 1970s and early 1980s; and Jim Duffy.

3 NON-OCCUPATIONAL EXPOSURE:

4 FRiction:

5 From approximately 1956 up until the mid 1990s, plaintiff removed and replaced the brakes on a
6 variety of vehicles. Plaintiff recalls removing the original equipment manufacturer's brakes from
7 a 1969 OLDSMOBILE (GENERAL MOTORS CORPORATION) and a 1983 OLDSMOBILE
8 (GENERAL MOTORS CORPORATION). Plaintiff removed and replaced the brakes on other
9 vehicles, including a 1949 Ford, purchased in 1956; a 1974 Ford Ltd.; a 1957 Chevrolet pick-up
10 truck; and a 1954 Chevrolet purchased around 1956. Plaintiff also helped his father remove and
11 replace the brakes in a 1939 Chevrolet and a 1951 Chevrolet. Plaintiff used a paint brush to
clean the residue from the backing plates where the brakes were mounted. Plaintiff recalls
12 purchasing BENDIX (HONEYWELL INTERNATIONAL) brakes from K & R AUTOMOTIVE,
13 East Los Angeles, California. Plaintiff recalls purchasing RAYBESTOS (RAYMARK
14 INDUSTRIES, INC.) disc brakes for installation in the 1983 Oldsmobile. Plaintiff currently
15 contends he was exposed to asbestos as a result of this automotive work.

16 Plaintiff references and incorporates herein all Defendant Specific and Special Interrogatory
17 Responses to follow in this case. Plaintiff's investigation and discovery are continuing.

18 27. Yes.

19 a. Sprinkler Fitters Local Union No. 709, 12140 Rivera Road, Whittier,
20 California 90606.

21 b. 1958 to the present.

22 28. Approximately the mid to late 1980s.

23 29. Plaintiff recalls first becoming aware that exposure to asbestos was a potential
24 health hazard by word of mouth.

25 30. Approximately 1989. Plaintiff's investigation and discovery are continuing.

26 31. Approximately 1989. Plaintiff's investigation and discovery are continuing.

27 32. Plaintiff currently does not recall being required to take physical examinations or
28 having physical examinations made available by employers. Plaintiff's investigation and
discovery are continuing.

29 33. Plaintiff took a regular retirement in 1994.

30 34. No.

31 35. No.

32 36. Yes, please refer to the Non-Occupational Exposure section of Interrogatory No.

1 26, above.

2 37. Plaintiff's investigation and discovery are continuing.

3 38. The total hospital expense is unknown at this time. Plaintiff is in the process of
4 obtaining information responsive to this Interrogatory, and plaintiff has provided authorizations
5 for release of this information. Plaintiff's investigation and discovery is continuing.

6 39. The total medical expense is unknown at this time. Plaintiff is in the process of
7 obtaining information responsive to this Interrogatory, and plaintiff has provided authorizations
8 for release of this information. Plaintiff's investigation and discovery is continuing.

9 40. Yes. Plaintiff identifies Medicare, and National Automatic Sprinkler Industry
10 Health Insurance. .

11 41. Information regarding any asbestos related workers compensation claim may be
12 obtained through counsel, Rose, Klein & Marias, LLP, 801 South Grand Avenue, 11th Floor, Los
13 Angeles, California 90017. Plaintiff's investigation and discovery are continuing.

14 42. Plaintiff currently is not claiming any wage or earning loss.

15 43. No.

16 44. No.

17 45. No.

18 46. No.

19 47. No.

20 48. Yes.

21 a. Plaintiff's investigation and discovery are continuing.

22 b. Throughout plaintiff's work history, see Response to Interrogatory No. 26,
23 above

24 c. Plaintiff's investigation and discovery are continuing.

25 d. Plaintiff's investigation and discovery are continuing.

26 e. Plaintiff's investigation and discovery are continuing.

27 f. Rose, Klein & Marias LLP, 801 South Grand Avenue, 11th Floor, Los
28 Angeles, California 90017.

1 g. Plaintiff's investigation and discovery are continuing.

2 49. No.

3 50. No, plaintiff's investigation and discovery are continuing.

4 51. Yes.

5 a. Yes.

6 b. Not applicable.

7 c. Approximately 2001.

8 d. 553482250A.

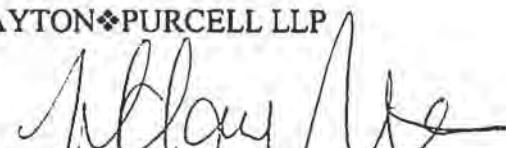
9 52. No.

10 53. Not applicable.

11

12 Dated: 5-14-2010

BRAYTON PURCELL LLP

13
14 By: 
15 Tiffany C. Viveros
16 Attorneys for Plaintiff

17

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1 VERIFICATION TO FOLLOW

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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 May 14, 2015, I electronically served (E-Service), pursuant to General Order No. 158, the following documents:

ANSWERS TO INTERROGATORIES, SET ONE

on the interested parties in this action by causing File & ServeXpress E-service program pursuant to General Order No. 158, 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 May 14, 2015, at Novato, California.

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

Marie A. DeMartini

YSIDRO LIMON, SR. v. AMCORD, INC., et al.
San Francisco County Superior Court Case No. CGC-15-276378

Date Created: 5/14/2015-10:52:48 AM
 Created by: LitSupport - ServiceList - , BPIImport
 Matter Number: 120127.001 - Ysidro Limon

Run By : Johnson, Chris (CJJ)

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 415-982-8955 415-982-2042 (fax)
Defendants:
 Amcord, Inc. (AMCORD)

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

DeHay & Elliston, LLP - Oakland, CA
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Defendants:
 Kaiser Gypsum Company, Inc. (KAISGY)

Futterman Dupree Dodd Croley Maier LLP
 180 Sansome Street
 17th Floor
 San Francisco, CA 94104
 415-399-3840 415-399-3838 (fax)
Defendants:
 Colonial Sugar Refining Company (CSR)

Hawkins, Parnell, Thackston & Young, LLP
 345 California Street # 2850
 San Francisco, CA 94104-2606
 415-766-3200 415-766-3250 (fax)
Defendants:
 Kelly-Moore Paint Company, Inc.
 (KELLY)

Manion Gaynor & Manning LLP
 201 Spear Street, 18th Floor
 San Francisco, CA 94105
 415-512-4381 415-512-6791 (fax)
Defendants:
 Martin Bros./Marcowall, Inc. (MRTN)

McKenna Long & Aldridge - San Francisco
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Defendants:
 Certainteed Corporation (CERT)

Morgan, Lewis & Bockius LLP
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Defendants:
 Grinnell LLC (fka Grinnell Corporation,
 aka Grinnell Fire) (GRINN)

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 415-344-7000 415-344-7050 (fax)
Defendants:
 Georgia-Pacific LLC (fka Georgia-Pacific Corporation) (GP)
 Honeywell International, Inc. (HONEYW)

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Defendants:
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 213-457-8000 213-457-8080 (fax)
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WFBM, LLP
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 415-781-7072 415-391-6258 (fax)
Defendants:
 Pierce Lathing Co. (dba Pierce Enterprises) (PIERCE)

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6 Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

16 PROPOUNDING PARTY: STANDARD ASBESTOS CASE INTERROGATORIES
17 RESPONDING PARTY: Plaintiff YSIDRO LIMON, SR.
18 SET NO: ONE

VERIFICATION

YSIDRO LIMON, SR. v. AMCORD, INC., et al.
San Francisco County Superior Court Case No. CGC-15-276378

I, Ysidro Limon, Sr., declare:

I am the plaintiff in the above-entitled action. The foregoing ANSWERS TO
INTERROGATORIES - SET ONE, propounded by Defendants Jointly, are true and correct as
to those statements for which I have personal knowledge. As to those matters which are therein
stated on my information and belief and, as to those matters, I believe them true.

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

Dated: 5-18-2015

Signed: Ysidro Simon Jr.

1 **PROOF OF SERVICE BY FILE & SERVEXPRESS**

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

5 On May 22, 2015, I electronically served (E-Service), pursuant to General Order No.
6 158, the following documents:

7 **VERIFICATION FOR ANSWERS TO INTERROGATORIES - SET ONE**

8 on the interested parties in this action by causing File & ServeXpress E-service program
9 pursuant to General Order No. 158, to transmit a true copy thereof to the following party(ies):

10 SEE ATTACHED SERVICE LIST

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

13 Executed on May 22, 2015, at Novato, California.

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

16 

27 Ysidro Limon, Sr. v. Amcord Inc., et al. (B♦P)
28 San Francisco Superior Court Case No. CGC-15-276378

Date Created: 5/22/2015-2:43:37 PM
(LBG)

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Matter Number: 120127.001 - Ysidro Limon

Run By : Garaventa, Lauren

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415-982-8955 415-982-2042 (fax)
Defendants:
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Defendants:
Pierce Lathing Co. (dba Pierce Enterprises) (PIERCE)

Verified Supplemental/Amended Responses to Interrogatories

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6 Attorneys for Plaintiff

6 | Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

17 PROPOUNDING PARTY: STANDARD ASBESTOS CASE INTERROGATORIES

18 | RESPONDING PARTY: Plaintiff YSIDRO LIMON, SR.

19 | SET NO.: ONE

Plaintiff supplements/amends his Responses to Standard Asbestos Case Interrogatories, Set One, No. 26 and No. 36, as follows:

22 **INTERROGATORY NO. 26:** For every type of employment that YOU have ever had, whether
23 self-employed or employed by others, please complete the following:

24 Employer's Name and address; Job Sites; Job title; Date started employment; Date ended
25 employment; Total time at each site; Job duties; and Do you claim exposure to asbestos at each
26 employment?

27 SUPPLEMENTAL/AMENDED RESPONSE TO INTERROGATORY NO. 26: Plaintiff is currently able to recall the following employment information:

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
1	Marjon Company 100 W Tenth St Wilmington, DE	Unknown	Unknown	7/1955-9/1955; 4/1956-9/1956; 7/1957-9/1957
2	Job Duties: Plaintiff does not recall the specifics of this employment. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
3	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
4	Halopoff & Kalpakoff Rattan Specialties 8343 E Loch Lomond Dr Pico Rivera, CA	Pico Rivera, CA	Sander	10/1956-3/1957
5	Job Duties: Plaintiff recalled that he sanded rattan furniture by hand in a workshop. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
6	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
7	Automatic Sprinkler Corp of America Jones & Brittain St Youngstown, OH	American Sprinkler Montebello, CA	Apprentice Sprinkler Fitter	10/1957-12/1957
8	Job Duties: Plaintiff worked in a workshop assembling hangers for sprinklers. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
9	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
10	Grinnell Co of Pacific 260 W Exchange St Providence, RI	American Can Company, Huntington Park, CA	Sprinkler Fitter	1957-1958 (4-8 weeks) 10/1957-12/1957
11	Job Duties: Plaintiff installed a sprinkler system in a wood-frame building under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
12	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
13	Lohman Bros Contracting Plumbing and Heating 300 E Coast Hwy Newport Beach, CA	Young's Market, Alameda and 5 th , Los Angeles, CA	Sprinkler Fitter	10/1957-12/1957; 1/1959-3/1960; 7/1960-9/1960
14	Job Duties: Plaintiff recalls installing a sprinkler system while Young's Market was being constructed in Los Angeles, California. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
15				
16				
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<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Church & Mendoza Automatic Fire Protection Co 2325 E 55 th St Los Angeles, CA	Unknown locations Los Angeles, CA	Sprinkler Fitter	10/1957-12/1957; 1/1962-6/1963; 1/1964-6/1964
Job Duties: Plaintiff worked on existing and new construction projects throughout Los Angeles. Plaintiff recalled construction was wood frame or solid cement pours. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
Grinnell Corporation of Pacific 260 W Exchange St Providence, RI	Santa Ana Fashion Mall, Santa Ana, CA	Sprinkler Fitter	10/1957-12/1957 (2 months)
Job Duties: Plaintiff installed a sprinkler system in a new shopping mall under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
Mehring & Hansen Co 6615 Eighth Ave Los Angeles, CA	Santa Ana Fashion Mall Santa Ana, CA	Sprinkler Fitter	1/1958-3/1958
Job Duties: Plaintiff recalls that he installed a sprinkler system in a new shopping mall under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
JM Carden Sprinkler Co 2909 Fletcher Dr Los Angeles, CA	Unknown	Sprinkler Fitter	4/1958-6/1958
Job Duties: Plaintiff does not recall the specifics of this employment. Plaintiff is uncurrently unaware if he was exposed to asbestos during this employment.			
Stonebro Corporation 617 Isis Ave Inglewood, CA	Various Warehouses, Los Angeles area, CA	Sprinkler Fitter	4/1958-3/1959; 7/1959-9/1959; 1/1960-12/1961
Los Angeles County Schools, Los Angeles, CA			
Job Duties: Plaintiff installed fire sprinklers in various buildings under construction or renovation. At Los Angeles County schools, plaintiff recalls using a utility knife or hole saw to			

1 cut into asbestos ceiling tiles prior to installing pipe supports. Plaintiff currently contends he
2 was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Security Fire Protection Ika Stonebro Corporation	Long Beach Memorial Hospital, Long Beach, CA	Sprinkler Fitter	1958-1960 (1 month)

5 Job Duties: Plaintiff installed fire sprinklers at a hospital under construction. Plaintiff recalls
6 working in the boiler room, where he worked in close proximity to THORPE INSULATION
7 (THORPE INSULATION COMPANY) insulators cutting and applying half-round insulation to
8 fit onto hot-water lines. Plaintiff recalls insulators mixing and applying asbestos insulating
9 cement over the half-round insulation, which created a lot of dust. Plaintiff recalls walking over
10 insulating debris which had fallen onto the floor. Plaintiff currently contends he was exposed to
11 asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Security Fire Protection Ika Stonebro Corporation	Discount Store, Pico Rivera, CA	Sprinkler Fitter	1958-1961 (2 months)
	Security Fire Protection Offices, Inglewood, CA		1961 (6 months)

14 Job Duties: Plaintiff installed a fire sprinkler system at a building under construction. Plaintiff
15 recalls cutting and installing an asbestos-cement water main. For six months, plaintiff worked
16 as a designer in the offices of Security Fire Protection. Plaintiff currently contends he was
17 exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Stonebro Corporation 617 S Isis Ave Inglewood, CA	Various buildings, Los Angeles, CA and surrounding area	Sprinkler Fitter	1/1960-3/1962
	Stonebro Office, Wilmington, CA		1961 (6 months)

21 Job Duties: Plaintiff installed fire sprinkler systems in buildings under construction in Los Angeles, California, and the surrounding area. Plaintiff worked in close proximity to workers installing asbestos ceiling tile, and sanding asbestos-containing KAISER GYPSUM and GOLD BOND joint compounds. For about 6 months, plaintiff worked as a designer in the offices of Stonebro Corporation. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Automatic Fire Protection Co 2325 E 55 St Los Angeles, CA	New Construction, Los Angeles, CA and surrounding area	Sprinkler Fitter	1/1962-6/1964

1 Job Duties: Plaintiff installed fire sprinkler systems in buildings under construction in Los
2 Angeles, California and the surrounding area. Plaintiff worked in close proximity to workers
3 installing asbestos ceiling tile, and asbestos-containing joint compounds and insulation. Plaintiff
recalled Church and Mendoza, first names unknown, owners of Automatic Fire Protection.
Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Automatic Sprinklers of Pacific Inc 4604 Pinehurst Dr So Austin, TX	Broadway Department Store, Los Angeles, CA	Sprinkler Fitter	7/1963-12/1963

8 Job Duties: Plaintiff installed a fire sprinkler system in a Broadway department store. Plaintiff
is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Orvin Engineering Corporation 796 E Harrison St Corona, CA	Unknown Discount Store, North ridge, CA	Sprinkler Fitter	4/1964-8/1964 (584 hrs)

14 Job Duties: Plaintiff installed a sprinkler system inside a discount store under construction.
Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Atlas Automatic Sprinkler Co 1311 Glendale Blvd Los Angeles, CA	Public Schools, Los Angeles and Orange County, CA	Sprinkler Fitter	8/1964-7/1965 (1,852 hrs)

19 Job Duties: Plaintiff installed sprinkler systems in schools under construction in Los Angeles and Orange counties, California. Plaintiff worked in close proximity to workers applying asbestos insulation to hot waterlines. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Cosco Fire Protection Inc 16306 S Broadway Gardena, CA	Various Locations	Sprinkler Fitter	7/1965-12/1965; 1/1966-12/1966 (1,656.25 hrs); 1/1967-12/1969; 1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-3/1972

(609 hrs)

2 Job Duties: Plaintiff installed sprinkler pipe in various buildings. Plaintiff cut and milled
3 JOHNS-MANVILLE (MANVILLE TRUST) asbestos-cement pipe, which created a lot of dust.
Plaintiff currently contends he was exposed to asbestos during this employment.

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
6	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	7/1965-12/1965; 1/1966-12/1966 (1,656.25 hrs); 1/1967-12/1969; 1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
10	LKA: Zurn Industries Inc Erie, PA	Stonewood Shopping Center Downey, CA		4/1971-6/1971; 1/1972-3/1972 (609 hrs) (6 months)
13		Wilmington Harbor, Wilmington, CA		Late 1960s-Early 1970s (2 months)
15	Job Duties: Plaintiff worked in a parking lot used for unloading new cars from ships. Plaintiff cut and milled over one mile of CERTAINTEED (CERTAINTEED CORPORATION) asbestos-cement pipe for use as fire mains. Plaintiff recalls Cosco purchasing the asbestos- cement pipe from FAMILIAN PIPE & SUPPLY (FAMILIAN CORPORATION). Plaintiff recalls creating a lot of dust while performing this work. Plaintiff currently contends he was exposed to asbestos during this employment.			

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
20	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	7/1965-12/1965; 1/1966-12/1966 (1,656.25 hrs); 1/1967-12/1969; 1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
25	LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-3/1972 (609 hrs)
27	LKA: Cosco Fire Protection Inc			1993-1994
28	501 W Southern Ave			

1 Orange, CA

2 University of California
3 (UCLA), Los Angeles, CA

(1 week)

4 Job Duties: Plaintiff installed sprinkler systems in various concrete buildings at the university.
5 Plaintiff is currently unaware if he was exposed to asbestos during this employment.

6 Employer

Location of
7 Exposure

Job Title

Exposure
8 Dates

9 Cosco Fire Protection Inc
10 16306 S Broadway
11 Gardena, CA

Montclair Plaza Mall,
Montclair, CA

Sprinkler Fitter

1/1966-12/1966
(1,656.25 hrs);
1/1967-12/1969;
(6 weeks)

12 Job Duties: Plaintiff installed sprinkler systems inside a new mall under construction. Plaintiff
13 recalls working in close proximity to drywallers and insulators. Plaintiff worked in close
14 proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.) fireproofing onto steel
15 beams. Plaintiff currently contends he was exposed to asbestos during this employment.

16 Employer

Location of
17 Exposure

Job Title

Exposure
18 Dates

19 Grinnell Co of Pacific
20 260 W Exchange St
21 Providence, RI

Glendale Galleria
Glendale, CA

Sprinkler Fitter

4/1968-9/1968

22 LKA: Grinnell Corporation
23 1 Town Center Rd
24 Boca Raton, FL

25 4/1972-12/1972
(1,370 hrs);
1/1973-12/1973
(1,963 hrs);
1/1974-12/1974
(1,868 hrs);
1/1975-12/1975
(1,653 hrs);
1/1976-12/1976
(1,693 hrs);
1/1977-12/1977
(1,698 hrs);
1/1978-12/1978
(1,475 hrs);
1/1979-12/1979
(2,075 hrs);
1/1980-12/1980
(1,866 hrs);
1/1981-12/1981
(1,954 hrs);
1/1982-12/1982
(1,959 hrs);
1/1983-12/1983
(1,810 hrs);
1/1984-12/1984
(1,827 hrs);

2/1985-8/1985
(1,187 hrs)

Pepperdine University,
Malibu, CA

University of California
(UCLA), Los Angeles, CA

Job Duties: At Pepperdine University, plaintiff cut through ceiling tiles to correct the installation of the sprinkler system. Plaintiff worked in close proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.) fireproofing onto steel beams. At Glendale Galleria plaintiff worked in close proximity to sheet metal workers installing flexible duct connectors for HVAC units. Plaintiff worked in close proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.) fireproofing onto steel beams. At UCLA, plaintiff installed sprinkler systems in various concrete buildings on campus. Plaintiff recalls fireproofers installing asbestos-containing fireproofing onto steel beams. Plaintiff currently contends he was exposed to asbestos during this employment.

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
11	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
12				
13	LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-3/1972 (609 hrs)
14				
15		Schubert Theater, Century City, CA		
16				
17				
18	Job Duties: Plaintiff installed sprinklers in a new theater under construction. Plaintiff recalls working in close proximity to drywallers applying and sanding asbestos-containing joint compounds. Plaintiff currently contends he was exposed to asbestos during this employment.			
19				
20				
21	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
22	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
23				
24	LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-3/1972 (609 hrs)
25				
26		Arco Plaza (Twin Towers/City National Plaza), Los Angeles, CA		(2 weeks)
27				

1 Job Duties: Plaintiff installed fire sprinklers in a new skyscraper complex under construction.
2 Plaintiff worked in close proximity to insulators applying OWENS CORNING FIBERGLAS
3 insulating cement over pipes and equipment. Plaintiff worked in close proximity to drywallers
4 applying and sanding GOLD BOND (ASBESTOS CLAIMS MANAGEMENT
5 CORPORATION) joint compound. Plaintiff recalls cement finishers mixing and applying
RIVERSIDE GUN CEMENT onto the exterior and interior of the buildings. Plaintiff recalls
sacks of RIVERSIDE GUN CEMENT lying around the jobsite. Plaintiff recalls working in
close proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.) fireproofing
onto steel beams. Plaintiff currently contends he was exposed to asbestos during this
employment.

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
8	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
10	LKA: Zurn Industries Inc Erie, PA			4/1971-6/1971; 1/1972-3/1972 (609 hrs)
12		Alcoa Towers, Los Angeles, CA		(1 month)

14 Job Duties: Plaintiff worked in a parking garage. Plaintiff drilled anchors into concrete for the
15 installation of sprinkler pipe. Plaintiff is currently unaware if he was exposed to asbestos
during this employment.

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
18	Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
20		Century Plaza Tower One (2029 Century Park East), Century City, Los Angeles, CA		
23		Century Plaza Tower Two (2049 Century Park East), Century City, Los Angeles, CA		

25 Job Duties: Plaintiff worked in the main underground concrete parking facility for the two
26 towers. Plaintiff drilled anchors into concrete for the installation of sprinkler pipe. Plaintiff
27 worked in close proximity to fireproofers spraying MONOKOTE (W.R. GRACE & CO.)
fireproofing onto steel beams. Plaintiff currently contends he was exposed to asbestos during
this employment.

28 ///

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Cosco Fire Protection Inc 16306 S Broadway Gardena, CA		Sprinkler Fitter	1/1970-12/1970 (1,926 hrs); 1/1971-12/1971 (1,915 hrs)
LKA; Zurn Industries Inc Erie, PA	Zody's Department Store, Norwalk; West Covina; and Anaheim, CA		4/1971-6/1971; 1/1972-6/1972
	Gemco, Covina, CA		Early 1970s (3-4 weeks for each store)
	Gemco, Los Angeles area, CA		Early 1970s (3-4 weeks)
			Early 1970s (3-4 weeks)
Job Duties: Plaintiff installed fire sprinklers in the wood frames of concrete tilt-up department stores being constructed. Plaintiff worked in close proximity to drywallers mixing, applying and sanding asbestos-containing joint and taping compounds; and roofers applying asbestos roofing paper, felt and shingle materials. Plaintiff worked in close proximity to electricians, carpenters and plumbers. Plaintiff recalled foreman and installer Tom Sears. Plaintiff currently contends he was exposed to asbestos during this employment.			
<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
ITT Fluid Products Corporation 33 Centerville Rd Lancaster, PA	Unknown	Sprinkler Fitter	4/1972-6/1972
Job Duties: Plaintiff currently does not recall the details of this employment. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Smith Tool, Costa Mesa, CA	Sprinkler Fitter	1/1973-12/1973 (1,963 hrs); 1/1974-12/1974 (1,868 hrs); 1/1975-12/1975 (1,653 hrs); 1/1976-12/1976 (1,693 hrs); 1/1977-12/1977 (1,698 hrs); 1/1978-12/1978

1 (1,475 hrs);
2 1/1979-12/1979
3 (2,075 hrs)

4 Job Duties: Plaintiff cut and milled CERTAINTEED (CERTAINTEED CORPORATION)
5 asbestos-cement pipe for use as fire mains. While performing this work, plaintiff recalls
6 creating a lot of fine dust which covered his clothing. Plaintiff recalls more than a mile of
7 asbestos-cement pipe was delivered to the jobsite from the manufacturers in 20 semi-trucks.
8 Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grinnell Corporation 1 Town Center Rd Boca Raton, FL	New Otani Hotel, Los Angeles, CA	Sprinkler Fitter	1/1977-12/1977 (1,698 hrs); 1/1978-12/1978 (1,475 hrs); 1/1979-12/1979 (2,075 hrs) (Several days)

9 Job Duties: Plaintiff worked on the installation of fire sprinklers in a new hotel under
10 construction. Plaintiff is currently unaware if he was exposed to asbestos during this
11 employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Various Convalescent Homes, Los Angeles, CA	Sprinkler Fitter	1/1977-12/1977 (1,698 hrs); 1/1978-12/1978 (1,475 hrs); 1/1979-12/1979 (2,075 hrs)

12 Job Duties: Plaintiff recalls working in the attic spaces of convalescent homes, which contained
13 blown-in insulation. Plaintiff cut through asbestos ceiling tiles to extend sprinkler heads below
14 ceilings. Plaintiff worked in close proximity to insulators. Plaintiff currently contends he was
15 exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Celotex, Los Angeles, CA	Sprinkler Fitter	1/1978-12/1978 (1,475 hrs); 1/1979-12/1979 (2,075 hrs); 1/1980-12/1980 (1,866 hrs); 1/1981-12/1981 (1,954 hrs); 1/1982-12/1982 (1,959 hrs);

1/1983-12/1983
(1,810 hrs) (1
week)

Job Duties: Plaintiff installed sprinkler systems for new construction at a small manufacturing plant. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grinnell Corporation 1 Town Center Rd Boca Raton, FL	American Airlines, Los Angeles International Airport (LAX), Los Angeles, CA	Sprinkler Fitter	1/1978-12/1978 (1,475 hrs); 1/1979-12/1979 (2,075 hrs); 1/1980-12/1980 (1,866 hrs); 1/1981-12/1981 (1,954 hrs); 1/1982-12/1982 (1,959 hrs); 1/1983-12/1983 (1,810 hrs)

Job Duties: At American Airlines, plaintiff recalls inspecting control valves every three months inside a repair hangar. Plaintiff recalls seeing exposed fireproofing on steel beams. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
CF Braun Constructors Inc Alhambra, CA	Anheuser-Busch Brewery (Budweiser), Van Nuys, CA	Welder (helper)	1980 (2 weeks)

Job Duties: Plaintiff worked as a helper for pipe welders, who were using protective asbestos blankets. Plaintiff handed materials to the welders as they worked. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Grinnell Corporation 1 Town Center Rd Boca Raton, FL	U.S. Air Force, Vandenberg AFB, Lompoc, CA	Sprinkler Fitter	1/1980-12/1980 (1,866 hrs); 1/1981-12/1981 (1,954 hrs); 1/1982-12/1982 (1,959 hrs); 1/1983-12/1983 (1,810 hrs)

Job Duties: Plaintiff recalls working at the space shuttle launch complex. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Location of Exposure

	<u>Employer</u>	<u>Exposure</u>	<u>Job Title</u>	<u>Dates</u>
2	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Kaiser Hospital, Canoga Park, CA	Sprinkler Fitter	1/1984-11/1984 (1,827 hrs)
4 Job Duties: Plaintiff installed fire sprinklers in a new hospital under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.				
6	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
7	Grinnell Corporation 1 Town Center Rd Boca Raton, FL	Home Savings and Loan, Irwindale, CA	Sprinkler Fitter	2/1985-12/1985 (1,187 hrs)
9 Job Duties: Plaintiff installed fire sprinklers. Plaintiff is currently unaware if he was exposed to asbestos during this employment.				
11	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
12	Century Sprinkler Corporation 2505 Mira Mar Ave Long Beach, CA	Westin Bonaventure Hotel, Los Angeles, CA	Sprinkler Fitter (foreman)	9/1985-12/1985 (671 hrs); 1/1986-12/1986 (2,162 hrs); 1/1987-8/1987 (1269 hrs); 8/1992-10/1992 (232 hrs)
16 Job Duties: Plaintiff worked in kitchens where he installed new sprinkler heads and new exhaust ducts. Plaintiff recalls scraping asbestos-containing fireproofing from steel beams to install hangers for the piping. Plaintiff currently contends he was exposed to asbestos during this employment.				
19	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
20	Ortiz Fire Protection Inc 130 S Highland Ave Fullerton, CA	Yorba Linda High School, Yorba Linda, CA	Sprinkler Fitter	8/1987-12/1987 (723 hrs); 1/1988-2/1988 (251 hrs)
23 Job Duties: Plaintiff installed fire sprinklers at a high school. Plaintiff recalls working in close proximity to old asbestos-containing fireproofing which had been applied at the facility. Plaintiff currently contends he was exposed to asbestos during this employment.				
25	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
26	Ramco Fire Protection Inc 13105 Lakeland Rd Santa Fe Springs, CA	U.S. Air Force Plant 42, Palmdale, CA	Sprinkler Fitter	3/1988-12/1988 (1641 hrs); 1/1989-8/1989 (1,229 hrs)

University of California
(UCLA), Los Angeles, CA

Job Duties: Plaintiff worked on repairs in existing buildings and worked as many as two to three jobs per day. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Wormald Fire Systems Inc 273 Corporate Dr Portsmouth, NH	Various Locations	Sprinkler Fitter	8/1989-3/1990 (1,076 hrs)

Job Duties: Plaintiff installed fire sprinklers in buildings under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Wormald Fire Systems Inc 273 Corporate Dr Portsmouth, NH	State Building, downtown Los Angeles, CA	Sprinkler Fitter	1989 (2 weeks, evenings only)

Job Duties: Plaintiff installed sprinkler systems inside the state building in downtown Los Angeles, California. Plaintiff recalls wearing protective paper suits and a respirator to protect himself from asbestos. Plaintiff recalls workers with an abatement company scraping asbestos off the concrete prior to installing pipe hangers. Plaintiff recalls marking areas where pipe hangers needed to be installed prior to the abatement. Plaintiff currently contends he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Wormald Fire Systems Inc 273 Corporate Dr Portsmouth, NH	Ritz Carlton Hotel, Marina del Rey, CA	Sprinkler Fitter	1989

Job Duties: Plaintiff installed sprinkler systems in a wood-frame hotel under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Wormald Fire Systems Inc 273 Corporate Dr Portsmouth, NH	U.S. Air Force Plant 42, Palmdale, CA	Sprinkler Fitter	1989

Job Duties: Plaintiff installed fire sprinklers in buildings under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.

Location of Exposure

	<u>Employer</u>	<u>Exposure</u>	<u>Job Title</u>	<u>Dates</u>
2	Approved Fire Protection Inc 12121 Wilshire Blvd Ste 600 Los Angeles, CA	Various Buildings, Los Angeles, CA and surrounding area	Sprinkler Fitter	3/1990-10/1990 (1057 hrs)
4		Boeing Aircraft, Long Beach, CA		
5	Job Duties: Plaintiff installed sprinklers in wood-frame buildings under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
7	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
9	Advance Fire Protection Company Inc 1451 W Lambert Rd La Habra, CA	May Company, Los Angeles, CA	Sprinkler Fitter	10/1990 (48 hrs); 12/1990 (104 hrs); 1/1991 (56 hrs)
11	Job Duties: Plaintiff installed sprinklers at a department store and other sites. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
13	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
15	Action Fire Protection 11120 Western Ave Stanton, CA	Citadel Outlets, Los Angeles, CA	Sprinkler Fitter	10/1990 (58 hrs)
16	Job Duties: Plaintiff installed fire sprinklers in a mall under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
18	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
20	International Fire Sprinkler Inc 2551 Metro Blvd Maryland Heights, MO	Naval Air Station, Point Mugu, CA	Sprinkler Fitter	1/1991-4/1991 (438 hrs) (less than a year)
22	Job Duties: Plaintiff installed sprinklers in an area where rockets were tested. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			
24	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
26	Garvin Fire Protection Systems Inc Carefree, AZ	Cerritos Center for the Performing Arts, Cerritos, CA	Sprinkler Fitter	5/1991-8/1991 (467 hrs)
28	Job Duties: Plaintiff installed a sprinkler system in a performing arts venue under construction. Plaintiff is currently unaware if he was exposed to asbestos during this employment.			

	<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
3	ESI Construction Inc 2978 First St I La Verne, CA	Unknown Building, Los Angeles, CA	Laborer	1994 (1 month)

5 Job Duties: Plaintiff worked outside of a damaged building repairing gas lines following the
6 North ridge Earthquake. Plaintiff is currently unaware if he was exposed to asbestos during this
employment.

7 From 1958 to 1994, plaintiff worked 36 years as a member of the Sprinkler Fitters UA Local
8 709. Plaintiff recalls working on and off with various co-workers, including Ken Carpenter,
Arkansas; Jerry Grady, deceased; Paul Huerta in the 1970s, Cerritos, California; Tom Collister
in the late 1970s and early 1980s; and Jim Duffy.

9 **NON-OCCUPATIONAL EXPOSURE:**

10 **FRiction:**

11 From approximately 1956 up until the mid 1990s, plaintiff removed and replaced the brakes on
12 a variety of vehicles. Plaintiff recalls removing the original equipment manufacturer's brakes
from a 1969 OLDSMOBILE (GENERAL MOTORS CORPORATION) and a 1983
13 OLDSMOBILE (GENERAL MOTORS CORPORATION). Plaintiff removed and replaced the
brakes on other vehicles, including a 1949 Ford, purchased in 1956; a 1974 Ford Ltd.; a 1957
14 Chevrolet pick-up truck; and a 1954 Chevrolet purchased around 1956. Plaintiff also helped his
father remove and replace the brakes in a 1939 Chevrolet and a 1951 Chevrolet. Plaintiff used a
paint brush to clean the residue from the backing plates where the brakes were mounted.
15 Plaintiff recalls purchasing BENDIX (HONEYWELL INTERNATIONAL) brakes from K & R
AUTOMOTIVE, East Los Angeles, California. Plaintiff recalls purchasing RAYBESTOS
16 (RAYMARK INDUSTRIES, INC.) disc brakes for installation in the 1983 Oldsmobile.
Plaintiff currently contends he was exposed to asbestos as a result of this automotive work.

17 Plaintiff references and incorporates herein all Defendant Specific and Special Interrogatory
18 Responses to follow in this case. Plaintiff's investigation and discovery is continuing.

19 **INTERROGATORY NO. 36:** Were YOU ever exposed to RAW ASBESTOS or ASBESTOS-
20 CONTAINING MATERIAL(S) outside of YOUR work environment? If "yes", please state for
21 each such OCCASION:

- 22 a. Circumstances surrounding the exposure.
- 23 b. Date(s) and LOCATION.
- 24 c. Duration and manner of the exposure.
- 25 d. DESCRIBE the RAW ASBESTOS or ASBESTOS-CONTAINING
26 MATERIAL(S).

27 ///

28 ///

SUPPLEMENTAL/AMENDED RESPONSE TO INTERROGATORY NO. 36: Yes.

a.-d. Plaintiff refers to the Non-Occupational Exposure section of Response to Interrogatory No. 26, above.

Dated: 9-28-18

BRAYTON PURCELL LLP

By: Tiffany C. Viveros
Tiffany C. Viveros
Attorneys for Plaintiff

VERIFICATION

YSIDRO LIMON, SR. v. AMCORD, INC., et al.
San Francisco Superior Court Case No. CGC-15-276378

I, Ysidro Limon, Sr., declare:

6 I am the plaintiff in the above-entitled action. The foregoing VERIFIED
7 SUPPLEMENTAL/AMENDED RESPONSES TO INTERROGATORIES, propounded by
8 Defendants Jointly, are true and correct as to those statements for which I have personal
9 knowledge. As to those matters which are therein stated on my information and belief and, as
10 to those matters, I believe them true.

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

Dated: 4/21/00 Limon, CO

Signed: 9-22-2016

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 9/28/16, I electronically served (E-Service), pursuant to General Order No. 158, the following documents:

VERIFIED SUPPLEMENTAL/AMENDED RESPONSES TO INTERROGATORIES

on the interested parties in this action by causing File & ServeXpress E-service program pursuant to General Order No. 158, 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 9/28/16, at Novato, California.

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



Ysidro Limon, Sr. v. Amcord, Inc., et al.
San Francisco Superior Court Case No. CGC-15-276378

Date Created: 9/27/2016-9:08:11 AM

Run By : Pasisz, Laura (LDP)

Created by: LitSupport - ServiceList - , BPIImport

Matter Number: 120127.001 - Ysidro Limon

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Futterman Dupree Dodd Croley Maier

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Defendants:Grinnell LLC (fka Grinnell Corporation,
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415-344-7000 415-344-7050 (fax)

Defendants:Georgia-Pacific LLC (fka Georgia-Pacific
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Spanos Przetak475 14th Street, Suite 550

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Defendants:

Spanos Przetak (SPAPRZ)

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415-781-7072 415-391-6258 (fax)

Defendants:Pierce Lathing Co. (dba Pierce Enterprises)
(PIERCE)

EXHIBIT L

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Board Certified
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Non-Invasive Diagnostic Testing
Cardiovascular Labs

May 15, 2016

Alan. R. Brayton, Esquire
Brayton and Purcell, LLP
P.O. Box 6169
Novato, CA 94948-6169

RE: LIMON, Ysidro Sr. v. Amcord, Inc. et al

MEDICAL-LEGAL RECORDS REVIEW

Dear Mr. Brayton:

Thank you for Ms. Badr's May 11, 2016 letter.

In preparation for this medical-legal review, I reviewed two large binders that came on that date. They were double-sided, 5-1/2 inches tall in six separate sections.

I have not met or examined Mr. Limon. I have talked neither to his family nor to his treating physicians.

REVIEW OF RECORDS:

Mr. Limon is 75 years old as of his interrogatories dated 05/14/15. Per the interrogatories, the patient was a lifetime non-smoker. Per the interrogatories, he was diagnosed as having asbestosis in May 2007 and asbestos-related pleural disease in July 2014.

Per the interrogatories, the patient contends he was exposed to asbestos in the following locations:

- A. Stonebro Corporation, sprinkler fitter, 1958-1961.
- B. Security Fire Protection, sprinkler fitter, 1958-1960.
- C. Security Fire Protection, sprinkler fitter, 1958-1961.
- D. Stonebro Corporation, sprinkler fitter, 1960-1962.
- E. Automatic Fire Protection Company, sprinkler fitter, 1962-1964.
- F. Atlas Automatic Sprinklers, sprinkler fitter, 1964-1965.
- G. Costco Fire Protection, sprinkler fitter, 1965-early 1970s.

- H. Grinnell Company of Pacific, sprinkler fitter, 1968-1985.
- I. Grinnell Company of Pacific, sprinkler fitter, 1968-1990.
- J. Costco Fire Protection, sprinkler fitter, late 1960s.
- K. Costco Fire Protection, sprinkler fitter, early 1970s.
- L. Grinnell Company of Pacific, sprinkler fitter, mid to late 1970s.
- M. Grinnell Corporation, sprinkler fitter, late 1970s.
- N. Grinnell Corporation, sprinkler fitter, late 1970s-early 1980s.
- O. C.F. Braun Constructors, welder/helper, 1980.
- P. Sentry Sprinkler, sprinkler fitter, 1987; 1992.
- Q. Ortiz Fire Protection, sprinkler fitter, 1987-1988.
- R. Wormald Fire Systems, sprinkler fitter, 1989.

There was non-occupational friction work as well.

The patient belonged to the Sprinkler Fitters Union 709. He took a regular retirement in 1994.

Per the interrogatories, the aggregate period of exposure was 1958 through 1992. The last year of injurious California exposure was at Sentry Sprinkler in 1992. The aggregate period of exposure is 34 years.

Medical records begin in 1999. The patient had a history of hypertension and diabetes. He went to the emergency room with a stroke. Diabetes had been present since 1981 as had hypertension.

The patient had internal derangement left knee 2000. He underwent surgery with no complications.

Patient had diabetic neuropathy and peripheral polyneuropathy in the late 1990s.

Patient developed an ulceration in his left foot after a blood blister after a traumatic injury. This did not respond to antibiotics. The patient had surgery for the above for gangrenous ulcers. He had peripheral vascular disease.

Patient presented with chest pain and tachycardia in 2006. He had rapid atrial fibrillation which converted. Follow up studies showed left ventricular hypertrophy, aortic insufficiency, mitral and tricuspid insufficiency.

He had five vessel coronary bypass surgery and an aortic valve bioprosthesis placed. There were complications of autonomic neuropathy and anemia. There were secondary complications of pleural effusions and bronchitis. He had low arterial saturations.

Pulmonary function tests 05/18/07 showed a diffusion deficit and reduced lung volumes suggesting an early parenchymal problem. There was mild airways obstruction. Pulmonary function tests 2006 showed mild restriction.

Chest x-ray 07/22/07 showed right lower lung and pleural scarring and new left mid to lower lobe linear scarring.

Patient had an evaluation by Dr. Scott on a pulmonary-internal medicine basis on May 18, 2007. Patient had a heart attack in 2006 according to that evaluation and BPH. Patient had left-sided hemiparesis.

Pulmonary function tests showed reduced FEV1, FEV1/FVC and FEF 25-75. MVV was reduced. TLC and slow vital capacity were reduced. FRC was normal. There was no significant response to bronchodilators. Reduced diffusion capacity was thought to indicate a moderate loss of function alveolar capillary surface. PFT interpretation was the patient had diffusion deficit and reduced lung volume suggestive of early parenchymal process and mild airways disease.

CT chest scan 06/05/07 interpreted by Dr. Portanova showed bronchial wall thickening, multiple linear fibrotic parenchymal strands, a single fibrotic parenchymal scar and interstitial fibrosis that was moderately severe in the right posterior mid to lower lung field and mild in the left posterior lung field.

Dr. Scott opined that the patient had asbestos-related pleural and parenchymal involvement with interstitial fibrosis, mild to moderate. There was right posterior lung opacification. There was moderately severe non-calcified pleural thickening. The patient was felt to have the clinical diagnosis of pulmonary asbestosis. He was limited to Light Work on a work comp industrial basis without apportionment.

Patient had a pleural effusion in 09/07. He had Heimlich valve placed for that. The study was negative for chylothorax.

Echocardiogram 2008 showed left atrial enlargement, right-sided chamber is normal, preserved left ventricular function and minor hypokinesis.

The patient had left knee replacement in 2010 without complication. He had had a prior decompression thoracic surgery with thoracic disc herniation T10 and T11. He had a T11 fusion.

The patient had a left femoral shaft fracture in February 2009.

The patient had E.coli sepsis in 2011.

Patient reportedly had a nuclear stress test for clearance for his right knee surgery in 2012.

In 2013, patient was found to have Gleason 4+4 prostate cancer. He underwent radiation for this. He also had diabetic laser treatments for this.

Donald Brayer, M.D. B-read of a 11/15/13 chest x-ray showed parenchymal findings and pleural findings. There were bibasilar changes of coarse parenchymal scarring and architectural distortion. There was bilateral diffuse pleural thickening greater on the left.

Dr Daniel Powers B read of chest xray 5-14-14 showed no definite evidence for asbestosis. Correlate with prior HRCT. Bilateral diffuse pleural thickening prior characteristic of prior asbestos exposure. Rule out right carcinoma. Correlate with preop chest xrays.

Dr. Daniel Powers' B-read consultation of a CT chest with HRCT views without contrast 8-19-14 showed no prone HRCT evidence for asbestosis. There was bilateral right greater than left diffuse pleural thickening with calcification on the left. There was prominent right-sided benign fibrocicatrical mass and bilateral parenchymal banding characteristic of prior asbestosis exposure. No HRCT evidence for emphysema. The entire chest was not visualized. There was moderate coronary artery calcification and a small hiatus hernia and a loculated pleural effusion.

Echocardiogram February 2015 showed left ventricular hypertrophy, left atrial enlargement, preserved left ventricular ejection fraction. Right-sided structures were normal.

There was a note from Dr. Powers to the patient saying that he needed to seek medical follow up.

Pre-anesthesia questionnaire 03/18/14 noted slight asbestosis lower part of the lobe, as well as high blood pressure, diabetes and stroke. There was mild renal insufficiency and anemia in the 10.3 gram range.

The patient presented with aspiration pneumonia under Dr. Moaddeli's care 11/18/15. Past history was reviewed. Relative hypoxia was present. History of asbestosis was noted. Chest CT scan was requested.

Diagnoses included chronic asbestosis as well as 13 other diagnoses. Chart notes during that hospitalization referred to asbestosis. The history of rounded atelectasis secondary to asbestos exposure. There was esophageal dilatation status post EGD.

The patient was treated with Augmentin. Pulmonary consultation did not note a history of asbestosis or other interstitial lung disease.

IMPRESSIONS:

1. Respiratory issues:
 - a) Longtime asbestos exposure.
 - b) No tobacco use.
 - c) Pulmonary function tests showing diffusion and restrictive abnormalities more than obstructive abnormalities. No reversibility with bronchodilators.
 - d) Experts' evaluation consistent with asbestosis and asbestos-related pleural disease 2007.
 - e) Expert radiologist concurring on pleural thickening related to asbestosis. Inconsistent interpretation for parenchymal disease consistent with asbestosis.
 - f) Treaters referencing chronic asbestosis with rounded atelectasis consistent with asbestos. No findings of interstitial lung disease.
 - g) Clinical shortness of breath.
 - h) Aspiration pneumonia.
 - i) History of pleural effusions after thoracic disc surgical procedure without chylothorax.
 - j) Status post aortic valve/five vessel coronary bypass surgery.
2. Cardiac issues:
 - a) Prior history of small myocardial infarction.

- b) Aortic valve repair for aortic insufficiency with five-vessel bypass surgery.
- c) Transient atrial fibrillation.
- d) Hypertension with hypertensive heart disease.
- e) Normal left ventricular ejection fraction.
- f) No evidence of right atrial or right ventricular abnormalities.
- g) Peripheral vascular disease with gangrene left foot requiring debridement.
- h) Long-standing 30 year history aorta adult onset diabetes with retinopathy, neuropathy and probable nephropathy, status post stroke.
- i) Elevated lipids.
- j) Mild renal insufficiency.
- k) Mild to moderate anemia.

3. Other medical problems

- a) Prior total hip replacements.
- b) Prior total knee replacements.
- c) Prostate cancer treated with radiation, 2013.
- d) Esophageal dilatation, small hiatus hernia.

SUMMARY:

This patient had a long-standing vascular history. He was a nonsmoker. He was evaluated in 2007 for respiratory problems. Parenchymal asbestosis and asbestos-related pleural disease were found by treaters and evaluators. On an industrial basis, the patient was limited to Light Work without apportionment.

The patient remained relatively stable from a pulmonary basis until 2015. He became more short of breath. He was hospitalized for aspiration pneumonia. He was found to have chronic asbestosis with rounded atelectasis on his chest x-rays. His treaters there did not feel he had interstitial fibrosis.

This patient had consistent pulmonary function tests showing restrictive, as well as diffusion abnormalities. There was a mild obstructive deficit with no reversibility.

In the presence of non-smoking, I would concur with his evaluators. I believe this patient had chronic asbestosis based on pulmonary function tests back in 2007 as well as currently. He had imaging findings that show consistent pleural disease. Various but not all radiologists have opined radiographic parenchymal findings consistent with asbestosis.

While chest surgery can cause fibrotic changes and potential restrictive findings, this patient had other findings consistent with parenchymal lung disease. This patient's PFT abnormalities and clinical picture are more consistent with parenchymal lung disease as asbestosis.

This patient is obviously not too mobile.

There is no chronic use of oxygen as of the records at the end of 2015.

In my opinion, his parenchymal and pleural lung disease are being complicated by his chest wall abnormalities secondary to his cardiac surgery and thoracic surgeries. Additionally, breathing likely would be complicated by his ongoing anemia.

Thank you for asking me to provide this medical-legal records review.

I declare under penalty of perjury that the information contained in this report and its attachments, if any, is true and correct to the best of my knowledge and belief, except as to the information that I have indicated I received from others. As to that information, I declare under penalty of perjury that the information accurately describes the information provided to me and, except as noted herein, that I believe it to be true.

I further declare under penalty of perjury that I have not violated the provisions of California Labor Code Section 139.2 with regard to the evaluation of this patient or preparation of this report.

I further declare under penalty of perjury that the name and qualifications of each person who performed any services in connection with the report, including diagnostic studies, other than clerical preparation are as follows: None.

Signed this 12 day of July, 2016, at City and County of San Francisco.

Sincerely,

Richard A. Levy, M.D., QME
RAL:clk