IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SUSAN MARY STATON, ET AL.,	:	CONSOLIDATED UNDER MDL 875
Plaintiffs,	:	
	:	Transferred from the Central District of California (Case No. 09-03724)
v.	:	
AMERICAN STANDARD, INC., ET AL.,	:	E.D. PA CIVIL ACTION NO. 2:09-93760-ER
Defendants.	:	

O R D E R

AND NOW, this **23rd** day of **July, 2012**, it is hereby **ORDERED** that the Motion for Summary Judgment of Defendant **Crane Co.** (Doc. No. 275) is **DENIED.**[1]

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[1] This case was transferred in December of 2009 from the United States District Court for the Central District of California to the United States District Court for the Eastern District of Pennsylvania as part of MDL-875.

Plaintiff Susan Mary Staton (with others) alleges that Decedent Ellis Michael Staton ("Decedent" or "Mr. Staton") was exposed to asbestos as a result of his work with and around Defendant's product(s). Defendant Crane Co. ("Crane Co.") manufactured valves. The alleged exposure pertinent to Crane Co. occurred during the following periods of Decedent's work:

- U.S. Navy (boiler tender) - 1968 to 1972
- St. Francis Tulsa Hospital - 1973 to 1977 (engineer and maintenance technician)
- St. Francis Lynwood Hospital - 1977 to 2007 (engineer and maintenance technician)

Mr. Staton was diagnosed with mesothelioma in March of 2009 and died in September of 2009. Plaintiff asserts that Mr. Staton developed this disease as a result of his exposure to asbestos from Defendant's products. Mr. Staton was deposed for several days in June 2009.

Plaintiff brought claims against various defendants. Defendant Crane Co. has moved for summary judgment, arguing that (1) it is entitled to summary judgment on grounds of the bare metal defense, and (2) there is insufficient evidence to establish causation with respect to its product(s). Defendant asserts that two laws are applicable in this case (maritime with respect to some portions of Plaintiff's claims and California with respect to others). Plaintiff asserts that only California law should be applied (even if admiralty jurisdiction exists).

I. Legal Standard

A. Summary Judgment Standard

Summary judgment is appropriate if there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a). "A motion for summary judgment will not be defeated by 'the mere existence' of some disputed facts, but will be denied when there is a genuine issue of material fact." Am. Eagle Outfitters v. Lyle & Scott Ltd., 584 F.3d 575, 581 (3d Cir. 2009) (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-248 (1986)). A fact is "material" if proof of its existence or non-existence might affect the outcome of the litigation, and a dispute is "genuine" if "the evidence is such that a reasonable jury could return a verdict for the nonmoving party." Anderson, 477 U.S. at 248.

In undertaking this analysis, the court views the facts in the light most favorable to the non-moving party. "After making all reasonable inferences in the nonmoving party's favor, there is a genuine issue of material fact if a reasonable jury could find for the nonmoving party." Pignataro v. Port Auth. of N.Y. & N.J., 593 F.3d 265, 268 (3d Cir. 2010) (citing Reliance Ins. Co. v. Moessner, 121 F.3d 895, 900 (3d Cir. 1997)). While the moving party bears the initial burden of showing the absence of a genuine issue of material fact, meeting this obligation shifts the burden to the non-moving party who must "set forth specific facts showing that there is a genuine issue for trial." Anderson, 477 U.S. at 250.

B. The Applicable Law

Defendant contends that maritime law applies with respect to at least some portion of Plaintiff's claims. Plaintiff

argues that the Court should apply only California law, even if it is determined that admiralty jurisdiction exists. However, where a case sounds in admiralty, application of a state's law (including a choice of law analysis under its choice of law rules) would be inappropriate. Gibbs ex rel. Gibbs v. Carnival Cruise Lines, 314 F.3d 125, 131-32 (3d Cir. 2002). Therefore, if the Court determines that maritime law is applicable, the analysis ends there and the Court is to apply maritime law. See id.

Whether maritime law is applicable is a threshold dispute that is a question of federal law, see U.S. Const. Art. III, § 2; 28 U.S.C. § 1333(1), and is therefore governed by the law of the circuit in which this MDL court sits. See Various Plaintiffs v. Various Defendants ("Oil Field Cases"), 673 F. Supp. 2d 358, 362 (E.D. Pa. 2009)(Robreno, J.). This court has previously set forth guidance on this issue. See Conner v. Alfa Laval, Inc., 799 F. Supp. 2d 455 (E.D. Pa. 2011)(Robreno, J.).

In order for maritime law to apply, a plaintiff's exposure underlying a products liability claim must meet both a locality test and a connection test. Id. at 463-66 (discussing Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co., 513 U.S. 527, 534 (1995)). The locality test requires that the tort occur on navigable waters or, for injuries suffered on land, that the injury be caused by a vessel on navigable waters. Id. In assessing whether work was on "navigable waters" (i.e., was sea-based) it is important to note that work performed aboard a ship that is docked at the shipyard is sea-based work, performed on navigable waters. See Sisson v. Ruby, 497 U.S. 358 (1990). This Court has previously clarified that this includes work aboard a ship that is in "dry dock." See Deuber v. Asbestos Corp. Ltd., No. 10-78931, 2011 WL 6415339, at *1 n.1 (E.D. Pa. Dec. 2, 2011)(Robreno, J.)(applying maritime law to ship in "dry dock" for overhaul). By contrast, work performed in other areas of the shipyard or on a dock, (such as work performed at a machine shop in the shipyard, for example, as was the case with the Willis plaintiff discussed in Conner) is land-based work. The connection test requires that the incident could have "'a potentially disruptive impact on maritime commerce,'" and that "'the general character' of the 'activity giving rise to the incident' shows a 'substantial relationship to traditional maritime activity.'" Grubart, 513 U.S. at 534 (citing Sisson, 497 U.S. at 364, 365, and n.2).

Locality Test

If a service member in the Navy performed some work at shipyards (on land) or docks (on land) as opposed to onboard a ship on navigable waters (which includes a ship docked at the shipyard, and includes those in "dry dock"), "the locality test is satisfied as long as some portion of the asbestos exposure occurred on a vessel on navigable waters." Conner, 799 F. Supp. 2d at 466; Deuber, 2011 WL 6415339, at *1 n.1. If, however, the worker never sustained asbestos exposure onboard a vessel on navigable waters, then the locality test is not met and state law applies.

Connection Test

When a worker whose claims meet the locality test was primarily sea-based during the asbestos exposure, those claims will almost always meet the connection test necessary for the application of maritime law. Conner, 799 F. Supp. 2d at 467-69 (citing Grubart, 513 U.S. at 534). This is particularly true in cases in which the exposure has arisen as a result of work aboard Navy vessels, either by Navy personnel or shipyard workers. See id. But if the worker's exposure was primarily land-based, then, even if the claims could meet the locality test, they do not meet the connection test and state law (rather than maritime law) applies. Id.

In instances where there are distinct periods of different types (e.g., sea-based versus land-based) of exposure, the Court may apply two different laws to the different types of exposure. See, e.g., Lewis v. Asbestos Corp., Ltd., No. 10-64625, 2011 WL 5881184, at *1 n.1 (E.D. Pa. Aug. 2, 2011) (Robreno, J.)(applying Alabama state law to period of land-based exposure and maritime law to period of sea-based exposure).

(i) Exposure Arising During Navy Service

It is undisputed that the alleged exposure pertinent to Defendant Crane Co. that occurred during Decedent's Navy service occurred during his work as a boiler tender aboard ships. Therefore, this exposure was during sea-based work. See Conner, 799 F. Supp. 2d 455. Accordingly, maritime law is applicable to Plaintiff's claims against Defendant Crane Co. that arise from exposure that occurred during his Navy service. Id. at 462-63.

(ii) Exposure Arising During Non-Navy Work (St. Francis Tulsa and Lynwood Hospitals in California)

It is undisputed that the alleged exposure pertinent to Defendant Crane Co. that occurred during Decedent's post-Navy work at the St. Francis Tulsa and Lynwood hospitals in California involved work exclusively on land (and not related to the Navy or the sea in any way). Therefore, this exposure was during land-based work. Accordingly, California state law is applicable to Plaintiff's claims against Defendant that arise from this alleged exposure. See Conner, 799 F. Supp. 2d 455.

C. Bare Metal Defense Under Maritime Law

This Court has recently held that the so-called "bare metal defense" is recognized by maritime law, such that a manufacturer has no liability for harms caused by - and no duty to warn about hazards associated with - a product it did not manufacture or distribute. Conner v. Alfa Laval, Inc., No. 09-67099, - F. Supp. 2d -, 2012 WL 288364, at *7 (E.D. Pa. Feb. 1, 2012)(Robreno, J.).

D. Product Identification/Causation Under Maritime Law

In order to establish causation for an asbestos claim under maritime law, a plaintiff must show, for each defendant, that "(1) he was exposed to the defendant's product, and (2) the product was a substantial factor in causing the injury he suffered." Lindstrom v. A-C Prod. Liab. Trust, 424 F.3d 488, 492 (6th Cir. 2005); citing Stark v. Armstrong World Indus., Inc., 21 F. App'x 371, 375 (6th Cir. 2001). This Court has also noted that, in light of its holding in Conner v. Alfa Laval, Inc., No. 09-67099, - F. Supp. 2d -, 2012 WL 288364 (E.D. Pa. Feb. 1, 2012)(Robreno, J.), there is also a requirement (implicit in the test set forth in Lindstrom and Stark) that a plaintiff show that (3) the defendant manufactured or distributed the asbestos-containing product to which exposure is alleged. Abbay v. Armstrong Int'l., Inc., No. 10-83248, 2012 WL 975837, at *1 n.1 (E.D. Pa. Feb. 29, 2012)(Robreno, J.).

Substantial factor causation is determined with respect to each defendant separately. Stark, 21 F. App'x. at 375. In establishing causation, a plaintiff may rely upon direct evidence (such as testimony of the plaintiff or decedent who experienced the exposure, co-worker testimony, or eye-witness testimony) or

circumstantial evidence that will support an inference that there was exposure to the defendant's product for some length of time. Id. at 376 (quoting Harbour v. Armstrong World Indus., Inc., No. 90-1414, 1991 WL 65201, at *4 (6th Cir. April 25, 1991)).

A mere "minimal exposure" to a defendant's product is insufficient to establish causation. Lindstrom, 424 F.3d at 492. "Likewise, a mere showing that defendant's product was present somewhere at plaintiff's place of work is insufficient." Id. Rather, the plaintiff must show "'a high enough level of exposure that an inference that the asbestos was a substantial factor in the injury is more than conjectural.'" Id. (quoting Harbour, 1991 WL 65201, at *4). The exposure must have been "actual" or "real", but the question of "substantiality" is one of degree normally best left to the fact-finder. Redland Soccer Club, Inc. v. Dep't of Army of U.S., 55 F.3d 827, 851 (3d Cir. 1995). "Total failure to show that the defect caused or contributed to the accident will foreclose as a matter of law a finding of strict products liability." Stark, 21 F. App'x at 376 (citing Matthews v. Hyster Co., Inc., 854 F.2d 1166, 1168 (9th Cir. 1988)(citing Restatement (Second) of Torts, § 402A (1965))).

E. Bare Metal Defense Under California Law

The Supreme Court of California has held that, under California law, a product manufacturer generally is not liable in strict liability or negligence for harm caused by a third party's products. O'Neil v. Crane Co., 53 Cal. 4th 335, 266 P.3d 987 (Cal. Jan. 12, 2012). There, O'Neil, who formerly served on an aircraft carrier, brought products liability claims against Crane Co. and Warren Pumps, which manufactured equipment used in the ship's steam propulsion system. Pursuant to Navy specifications, asbestos insulation, gaskets, and other parts were used with the defendant manufacturer's equipment, some of which was originally supplied by the defendants. O'Neil, however, worked aboard the ship twenty years after the defendants supplied the equipment and original parts. There was no evidence that the defendants made any of the replacement parts to which O'Neil was exposed or, for that matter, that the defendants manufactured or distributed asbestos products to which O'Neil was exposed.

The court firmly held that the defendant manufacturers were not liable for harm caused by asbestos products they did not manufacture or distribute. 53 Cal. 4th at 347. With regard to the plaintiff's design-defect claim, the court noted that "strict products liability in California has always been premised on harm

caused by deficiencies in the defendant's own product." 53 Cal. 4th at 348. And that the "defective product . . . was the asbestos insulation, not the pumps and valves to which it was applied after defendants' manufacture and delivery." 53 Cal. 4th at 350-51.

Similarly, the Court rejected the plaintiff's claim that the defendants are strictly liable for failure to warn of the hazards of the release of asbestos dust surrounding their products. The plaintiff asserted that the defendants were under a duty to warn because it was reasonably foreseeable that their products would be used with asbestos insulation. Nevertheless, the court held, "California law does not impose a duty to warn about dangers arising entirely from another manufacturer's product, even if it is foreseeable that the products will be used together." 53 Cal. 4th at 361. Accordingly, the Court refused to hold the defendants strictly liable. 53 Cal. 4th at 362.

And the O'Neil court conducted a similar analysis to the plaintiff's claim based on the defendants' negligent failure to warn. The court concluded that "expansion of the duty of care as urged here would impose an obligation to compensate on those whose products caused the plaintiffs no harm. To do so would exceed the boundaries established over decades of product liability law." 53 Cal. 4th at 365. Thus, as a matter of law, the court refused to hold the defendants liable on the plaintiff's strict liability or negligence claims.

F. Product Identification/Causation Under California Law

Under California law, a plaintiff need only show (1) *some* threshold exposure to the defendant's asbestos-containing product and (2) that the exposure "in reasonable medical probability was a substantial factor in contributing to the aggregate dose of asbestos the plaintiff or decedent inhaled or ingested, and hence to the risk of developing asbestos-related cancer." McGonnell v. Kaiser Gypsum Co., Inc., 98 Cal. App. 4th 1098, 1103 (Cal. Ct. App. 2002); see also, Rutherford v. Owens-Illinois, 16 Cal. 4th 953, 977 n.11, 982-83 (Cal. Ct. App. 1997) ("proof of causation through expert medical evidence" is required). The plaintiff's evidence must indicate that the defendant's product contributed to his disease in a way that is "more than negligible or theoretical," but courts ought not to place "undue burden" on the term "substantial." Jones v. John Crane, Inc., 132 Cal. App. 4th 990, 998-999 (Cal. Ct. App. 2005).

The standard is a broad one, and was "formulated to aid plaintiffs as a broader rule of causality than the 'but for' test." Accordingly, California courts have warned against misuse of the rule to preclude claims where a particular exposure is a "but for" cause, but defendants argue it is "nevertheless. . . an insubstantial contribution to the injury." Lineaweaver v. Plant Insulation Co., 31 Cal. App. 4th 1409, 1415 (Cal. Ct. App. 1995). Such use "undermines the principles of comparative negligence, under which a party is responsible for his or her share of negligence and the harm caused thereby." Mitchell v. Gonzales, 54 Cal. 3d 1041, 1053 (Cal. 1991).

In Lineaweaver, the California Court of Appeals for the First District concluded that "[a] possible cause only becomes 'probable' when, in the absence of other reasonable causal explanations, it becomes more likely than not that the injury was a result of its action. This is the outer limit of inference upon which an issue may be submitted to the jury.'" 31 Cal. App. 4th at 1416. Additionally, "[f]requency of exposure, regularity of exposure, and proximity of the asbestos product to plaintiff are certainly relevant, although these considerations should not be determinative in every case." Id.

II. Defendant Crane Co.'s Motion for Summary Judgment

A. Defendant's Arguments

Product Identification / Causation / Bare Metal Defense

Crane Co. contends that Plaintiff's evidence is insufficient to establish that any product for which it is responsible caused Decedent's illness. Specifically, Crane Co. argues that, under both maritime law and California law, it had no duty to warn about and cannot be liable for injury arising from any product or component part that it did not manufacture or supply.

B. Plaintiff's Arguments

Bare Metal Defense

Plaintiff has contended that only California law should be applied in this case. In briefing submitted prior to the California Supreme Court's decision in O'Neil, Plaintiff

contended that California does not recognize the bare metal defense. Specifically, Plaintiff argued that, under California law, manufacturers have liability where their products will necessarily be used with dangerous products supplied by others, and manufacturers have a duty to protect from harm resulting from the foreseeable uses of their equipment.

Product Identification / Causation

Plaintiff contends that she has identified sufficient product identification/causation evidence to survive summary judgment. In support of this assertion, Plaintiff cites to the following evidence:

- Deposition Testimony of Decedent
  Decedent testified that he worked aboard the USS Edson (DD-946) during his entire time in the Navy, which lasted approximately four (4) years from 1968 to 1972. He testified that during his time on the ship, he worked with Crane valves. He testified that there were "a hundred upwards" Crane valves on the USS Edson. He testified that Cranite sheet gasket material was used for these valves. He testified that he knew the gaskets used with the valves contained asbestos because they were instructed to use asbestos because of the temperature and pressure, etc. He testified that the packing material was Garlock. He testified that the packing material contained asbestos and that he knew it contained asbestos because they were instructed to use asbestos because of the temperature and pressure, etc.

  He testified that he did maintenance on these valves approximately 2 to 3 times per year, on approximately 50 to 60 of the 100 Crane valves. He testified that this work involved removing old gaskets and packing, which involved scraping with a wire brush or grinder, and blowing the remnants with an air nozzle hose under compressed air. He testified that it took between 30 minutes and

a couple hours to change the gasket. He testified that this process created dust and that there were fibers in the air from the gasket material and that he breathed the dust. He also testified to using a ball-peen hammer to cut and install new Cranite gasket material, explaining that the material was asbestos and that it would create "breakage" such that residue would get in the air and that he would breathe it.

He discussed bringing on brand new Crane valves and installing about 40 or 50 of the total installed of "a hundred plus." He testified that these came with a gasket affixed to the flange with a piece of wire and that the gasket would then be installed. He testified that he performed first-time maintenance on brand new Crane valves on the USS Edson 20 to 30 times. He testified that he did not wear any breathing protection when he did this work, and that there were no warnings about asbestos hazards on the Crane valves or Cranite gaskets.

Decedent testified that he worked with Cranite gasket material at the St. Francis Lynwood hospital; he specified that the Cranite gasket material contained asbestos. He testified that there were approximately 60 to 70 Crane valves at St. Francis Lynwood. Decedent testified that he did "first-time maintenance" on brand new Crane valves at this location and that, with the other St. Francis location, he did so "three to four" times.

Decedent testified that there were approximately "100 plus" Crane valves at St. Francis Tulsa. He testified that he would replace the gaskets and packing on these approximately 2 to 3 times per year. Decedent testified that he did "first-time maintenance" on brand new Crane valves at

this location and that, with the other St. Francis location, he did so "three to four" times.

Decedent testified that he used both Cranite and Garlock gaskets (a "50/50 split") when installing new gaskets.

Decedent also testified to working with Cranite gasket material at all 3 worksites (Navy ship, St. Francis Tulsa, and St. Francis Lynwood) in connection with Leslie valves, Aurora pumps, Whiton turbines, Buffalo pumps, De Laval pumps, steam regulators, compressors, York air handling units, Johnson Control valves, and Armstrong steam traps.

(Pl. Ex. 3, Doc. No. 309-2 at pp. 31-35, 41, 49-50, 107, 117, 129-51, 200, 220, 293-98, 550, 644-50, 664, 764-67, 886, 925, 1347.)

- Expert Report of Dr. William E. Longo
  Based upon the testimony given by Decedent, describing his work removing asbestos-containing sheet gaskets, flange and bonnet gaskets, and using a ball-peen hammer to fabricate asbestos-containing flange and bonnet, Dr. Longo opines that Decedent would have had a "significant exposure to airborne asbestos fibers that would exceed background levels by hundreds to thousands of times" and that could have exceeded the 1972 OSHA Excursion limit of 10 f/cc.

  (Pl. Ex. 4, Doc. No. 309-4 at p.6.)

- Expert Declaration of Dr. Samuel Hammar, M.D.
  Dr. Hammar provides expert testimony regarding medical causation of Decedent's illness and death.

  (Pl. Ex. 2, Doc. No. 309-1, ¶ 5.)

C. Analysis

Plaintiff alleges that Decedent was exposed to asbestos from gaskets and packing supplied with valves manufactured by

Defendant Crane Co. - as well as Cranite gasket material manufactured by Crane Co. - at three (3) separate locations, during two (2) separate periods of his work. The Court examines separately the evidence pertaining to each period of alleged exposure and each source of alleged exposure:

(i) Exposure Arising During Navy Service (Maritime Law)

a. Original Gaskets Supplied With Valves

There is evidence that, on at least twenty (20) to thirty (30) occasions, during gasket removal work on "brand new" Crane valves, Decedent was exposed to and breathed in respirable asbestos fibers from original gaskets supplied by Defendant Crane Co. with its valves. Therefore, a reasonable jury could conclude from the evidence that Decedent was exposed to asbestos from original gaskets supplied by Defendant with its valves such that it was a "substantial factor" in the development of his illness. See Lindstrom, 424 F.3d at 492; Stark, 21 F. App'x at 376; Abbay, 2012 WL 975837, at *1 n.1. Accordingly, summary judgment in favor of Defendant is not warranted with respect to this alleged exposure. Anderson, 477 U.S. at 248.

b. Original Packing Supplied With Valves

There is evidence that, on at least twenty (20) to thirty (30) occasions, during packing removal work on "brand new" Crane valves, Decedent was exposed to and breathed in respirable asbestos fibers from original packing supplied by Defendant Crane Co. with its valves. Therefore, a reasonable jury could conclude from the evidence that Decedent was exposed to asbestos from original packing supplied by Defendant with its valves such that it was a "substantial factor" in the development of his illness. See Lindstrom, 424 F.3d at 492; Stark, 21 F. App'x at 376; Abbay, 2012 WL 975837, at *1 n.1. Accordingly, summary judgment in favor of Defendant is not warranted with respect to this alleged exposure. Anderson, 477 U.S. at 248.

c. Cranite Gasket Material

There is evidence that, on at least fifty (50) occasions, during gasket installation and/or removal work, Decedent was exposed to and breathed in respirable asbestos fibers from Cranite gasket material. Therefore, a reasonable jury could conclude from the evidence that Decedent was exposed to asbestos from Cranite gasket material manufactured by Defendant such that it was a "substantial factor" in the development of his illness. See Lindstrom, 424 F.3d at 492; Stark, 21 F. App'x at 376; Abbay, 2012 WL 975837, at *1 n.1. Accordingly, summary judgment in favor of Defendant is not warranted with respect to this alleged exposure. Anderson, 477 U.S. at 248.

(ii) Exposure Arising During Non-Navy Work (St. Francis Tulsa and Lynwood Hospitals) (California Law)

a. Original Gaskets Supplied With Valves

There is evidence that, on three (3) to four (4) occasions during his work at the St. Francis hospitals, Decedent did "first time maintenance" on original Crane Co. valves, which included removal of gaskets. There is evidence that the "brand new" Crane Co. valves at the St. Francis hospitals were no different from those Decedent encountered in the Navy - and which Decedent specified contained asbestos gaskets. There is testimony from Decedent (given in connection with testimony about his work in the Navy), that the gasket removal process resulted in respirable asbestos fibers from the gaskets. There is evidence that the gasket removal work Decedent performed on Crane Co. valves was a "significant exposure," and there is evidence from an expert medical physician that this exposure caused his mesothelioma. Therefore, a reasonable jury could conclude from the evidence that Plaintiff was exposed to asbestos from original gaskets supplied by Crane Co. with the valves it manufactured and that, in reasonable medical probability, this exposure was a substantial factor in contributing to the aggregate dose of asbestos Plaintiff inhaled or ingested, and hence, to Plaintiff's risk of developing asbestos-related disease. McGonnell, 98 Cal. App. 4th at 1103; see also, Rutherford, 16 Cal. 4th at 977 n.11, 982-83; Jones, 132 Cal. App. 4th at 998-999. Accordingly, summary judgment in favor of Defendant is not warranted with respect to this alleged exposure. Anderson, 477 U.S. at 248.

b. Original Packing Supplied With Valves

There is evidence that, on three (3) to four (4) occasions during his work at the St. Francis hospitals, Decedent did "first time maintenance" on original Crane Co. valves, which included removal of packing. There is evidence that the "brand new" Crane Co. valves at the St. Francis hospitals were no different from those Decedent encountered in the Navy - and which Decedent specified contained asbestos packing. There is testimony from Decedent (given in connection with testimony about his work in the Navy), that the packing removal process resulted in respirable asbestos fibers. There is evidence that the packing removal work Decedent performed on Crane Co. valves was a "significant exposure," and there is evidence from an expert medical physician that this exposure caused his mesothelioma. Therefore, a reasonable jury could conclude from the evidence that Plaintiff was exposed to asbestos from original packing supplied by Crane Co. with the valves it manufactured and that, in reasonable medical probability, this exposure was a substantial factor in contributing to the aggregate dose of asbestos Plaintiff inhaled or ingested, and hence, to Plaintiff's risk of developing asbestos-related disease. McGonnell, 98 Cal. App. 4th at 1103; see also, Rutherford, 16 Cal. 4th at 977 n.11, 982-83; Jones, 132 Cal. App. 4th at 998-999. Accordingly, summary judgment in favor of Defendant is not warranted with respect to this alleged exposure. Anderson, 477 U.S. at 248.

c. Cranite Gasket Material

There is evidence that, on numerous occasions, during gasket installation and/or removal work performed at the St. Francis hospitals, Decedent was exposed to and breathed in respirable asbestos fibers from Cranite gasket material. There is evidence that the gasket installation and/or replacement work Decedent performed with Cranite gasket material was a "significant exposure," and there is evidence from an expert medical physician that this exposure caused his mesothelioma. Therefore, a reasonable jury could conclude from the evidence that Plaintiff was exposed to asbestos from Cranite gasket material and that, in reasonable medical probability, this exposure was a substantial factor in contributing to the aggregate dose of asbestos Plaintiff inhaled or ingested, and hence, to Plaintiff's risk of developing asbestos-related disease. McGonnell, 98 Cal. App. 4th at 1103; see also, Rutherford, 16 Cal. 4th at 977 n.11, 982-83; Jones, 132 Cal. App.

AND IT IS SO ORDERED.

EDUARDO C. ROBRENO, J.

4th at 998-999. Accordingly, summary judgment in favor of Defendant is not warranted with respect to this alleged exposure. Anderson, 477 U.S. at 248.

D. Conclusion

Summary judgment in favor of Defendant Crane Co. is not warranted with respect to any period or source of exposure alleged by Plaintiff. Plaintiff has identified sufficient evidence to support a finding of causation with respect to Decedent's alleged exposure to original gaskets and packing, as well as Cranite gasket material, during both his service in the Navy and his post-Navy work at the St. Francis hospitals in California.