

62996-4

62996-4

NO. 62996-4-I
(Consolidated)

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

MICHAEL FARROW and LIDIA FARROW,

Appellants,

v.

LESLIE CONTROLS, INC., *et al.*

Respondents.

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BRIEF OF RESPONDENTS LESLIE CONTROLS, INC.
AND ITT CORPORATION

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I. INTRODUCTION

Following his service in the U.S. Navy, Plaintiff/Appellant Michael Farrow spent a portion of his career at the Puget Sound Naval Shipyard (“PSNS”) in Bremerton, Washington – a naval facility on the shore of Sinclair Inlet previously found by various courts (including the United States and Washington Supreme Courts) to be a federal enclave – where Mr. Farrow worked on vessels moored or docked there. In an effort to avoid removal to federal court and transfer to the asbestos Multi-District Litigation pending in the Eastern District of Pennsylvania (“Asbestos MDL”), Mr. Farrow and his wife Lidia Farrow (the “Farrows” or “Appellants”)¹ voluntarily waived in this action seeking damages for Mr. Farrow’s mesothelioma “any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave, which expressly excludes U.S. Navy vessels.”

Along with multiple others, Defendants/Respondents Leslie Controls, Inc. (“Leslie”) and ITT Corporation (as successor-in-interest to Bell & Gossett, Kennedy Valve Manufacturing Co., Kennedy Valve Co., and Kennedy Valve, Inc.) (erroneously sued and served as ITT Industries, Inc.) (“ITT”) (together, “Respondents”) joined the summary judgment motion of Defendant IMO Industries, Inc. to the extent it sought the dismissal of all claims arising from asbestos exposure in a federal enclave.

¹ As explained in Footnote No. 1 of Appellants’ Brief, the caption was not amended after Mr. Farrow’s passing and, like Appellants, Leslie and ITT will refer to the “Farrows” and “Appellants” to avoid confusion.

The trial court concluded (1) that the Farrows' waiver did not exclude ship-based claims from its scope and instead applied to all enclave-related claims, and (2) that PSNS was a federal enclave and, accordingly, all claims arising from asbestos exposure there were dismissed from this action. The trial court granted IMO's motion for summary judgment on that basis as well as the joinders of Leslie and ITT, and after the Farrows stipulated to the dismissal with prejudice of all claims against Leslie and ITT other than those arising from asbestos exposure at PSNS, dismissed with prejudice all claims in this action against Leslie and ITT.

This Court should affirm the trial court's rulings. First, there is no triable issue with respect to the federal enclave status of PSNS, or at least that portion of PSNS where Mr. Farrow worked and was allegedly exposed to asbestos. Second, Appellants' assertion that they never intended their waiver to encompass ship-based claims at PSNS defies generally-accepted rules of grammar and construction, contradicts their stated purpose of avoiding the potential of removal to federal court and transfer to the Asbestos MDL, and conflicts with their co-counsel's arguments presented in other contemporaneous litigation involving this exact same waiver and worksite.

II. JOINDER IN RESPONDENTS' BRIEF

Pursuant to RAP 10.1(g), Respondents Leslie and ITT join in the Response Brief of Respondents Crane Co., Garlock Sealing Technologies, Inc., Fairbanks Morse Pump Corporation, Coltec Industries, and McWane Inc. In addition, Leslie and ITT submit this Respondents' Brief.

III. ISSUES PERTAINING TO ASSIGNMENT OF ERROR

1. The trial court correctly found that PSNS was a federal enclave at the time of Mr. Farrow's employment there. Assuming defendants/respondents had the burden of establishing the federal enclave status of PSNS, Leslie and ITT joined in the presentation of substantial authorities and admissible evidence to support the trial court's conclusion, and Appellants offered no admissible evidence to the contrary. Alternatively, Appellants assumed with their waiver of all enclave-related claims the burden of establishing that actionable exposures took place outside of a federal enclave, and despite prior court opinions, the evidentiary showing submitted by defendants/respondents, and the presumption that military facilities are federal enclaves, offered no evidence to the contrary regarding the status of PSNS as a federal enclave.

2. The trial court correctly found that Appellants' waiver of enclave-related claims was not ambiguous, and did not exclude U.S. naval vessels from its scope. Appellants admittedly sought to avoid the potential for removal to federal court and transfer to the Asbestos MDL. Excluding from the scope of their waiver those claims arising from asbestos exposure on naval vessels within a federal enclave such as PSNS would have left this action open to the removal and transfer that Appellants admittedly sought to avoid. Further, legal pleadings are interpreted pursuant to rules of grammar and construction, and consistently with their purpose.

3. The trial court correctly considered evidence regarding the federal government's acquisition of property which constitutes PSNS

submitted in support of IMO's rely briefs. The evidence is admissible, and contrary to their assertion on appeal, Appellants were afforded an opportunity to review and address in a supplemental brief the evidence at issue.

IV. RESPONDENTS' COUNTER-STATEMENT OF THE CASE

A. Factual Background

Mr. Farrow was born in Chickasha, Oklahoma on November 4, 1932. L-CP 1748.² He joined the United States Navy in 1950, and served as a messenger on the USS Princeton. L-CP 1750-1751. Mr. Farrow testified in his deposition that while he recalled delivering messages in various machinery spaces of the vessel, he could not identify the manufacturers of any of the equipment there, nor could he say whether he was exposed to asbestos-containing gaskets or packing related to such equipment. L-CP 1895-1896.

1. Appellants Allege That Mr. Farrow Was Exposed to Asbestos-Containing Materials Related to Leslie Valves, Bell & Gossett Pumps, and Kennedy Valves Only During the Course of His Employment as a Pipefitter and Engineering Technician at PSNS.

Following his discharge from the Navy, Mr. Farrow worked at

² Appellants initially filed two appeals – *Farrow v. Leslie Controls*, No. 62996-4-I (involving Leslie and ITT), and *Farrow v. Alfa-Laval*, No. 63554-9-I (involving the rest of the defendants/respondents) – which were subsequently consolidated by court order. Appellants had prepared prior to consolidation a separate set of Clerk's Papers for each appeal, and cited to both in their opening brief. Leslie and ITT will use the same designations as Appellants to avoid duplication and additional confusion. Thus, citations to "L-CP" will be to the Clerk's Papers for No. 62996-4-I, and citations to "A-CP" will be to the Clerk's Papers for No. 63554-9-I. Citations to "RT" are to the Reporter's Transcript dated September 8, 2008.

PSNS in Bremerton from 1953 to 1962 as an apprentice and journeyman pipefitter and then until 1974 as an engineering technician in the PSNS design shop. L-CP 1753. Appellants allege that Mr. Farrow worked during his employment at PSNS on and around Leslie valves, Bell & Gossett pumps, and Kennedy valves, and that he was exposed to asbestos-containing products through such work. L-CP 1754-1756. Mr. Farrow subsequently worked from 1974-1991 at various military facilities as an engineering technician on Trident and other nuclear submarines. L-CP 1753. Mr. Farrow retired in 1991. L-CP 1757. There is no evidence, and Appellants do not allege, that Mr. Farrow encountered Leslie, Bell & Gossett, or Kennedy equipment anywhere other than during his employment from 1953-1974 at PSNS. L-CP 1754-1756, 1931-1934, 1935-1938.

B. Procedural Posture and Trial Court's Rulings

1. Appellants' Complaint Included a Voluntary Waiver of All Injury Claims Upon Which Removal to Federal Court Could Be Based.

Mr. Farrow was diagnosed with mesothelioma in March 2007. L-CP 8, L-CP 1757. The law firm Simon Eddins & Greenstone ("SEG") initially filed a complaint on the Farrows' behalf in Los Angeles County (California) Superior Court ("California Complaint") on November 14, 2007. L-CP 1311-1350. After the California Complaint was dismissed on forum *non conveniens* grounds, SEG then joined with local co-counsel Schroeter Goldmark & Bender ("SGB") to file a complaints in King County Superior Court against Leslie, ITT, and over 50 other defendants

alleging asbestos-related injuries based on theories of product liability, negligence, conspiracy, spoliation, willful or wanton misconduct, strict product liability (Section 402B of the Restatement of Torts); breach of warranty; enterprise liability; and market-share liability and/or market share alternate liability (“Washington Complaint”). *See* L-CP 5-10. Both the California Complaint and Washington Complaint allege asbestos exposure from 1950-1974 related to Mr. Farrow’s service in the U.S. Navy and his employment at PSNS. L-CP 8 (Washington Complaint); L-CP 1349 (California Complaint). In what they readily admit was an effort to avoid the potential for successful removal to federal court and transfer to the Asbestos MDL, the Farrow’s voluntarily and expressly disclaimed in both their California and their Washington complaints:

any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave, which expressly excludes U.S. Navy vessels. Plaintiffs also disclaim any cause of action or recovery for any injuries resulting from exposure to asbestos dust caused by any acts or omissions of a party Defendant committed at the direction of an officer of the United States Government.

L-CP 9, ¶6 (Washington Complaint) (emphasis added); *see also* L-CP 1321, ¶ 4 (California Complaint) (emphasis added). Based on the language of this waiver, and given the apparent lack of diversity jurisdiction, Leslie and ITT did not consider any effort to remove this matter to federal court.

2. **The Trial Court Granted Summary Judgment and Dismissed All Shipyard-Related Claims Based On Appellants' Waiver Thereof.**

Following extensive discovery, Leslie and ITT joined in the summary judgment motion of co-Defendant IMO Industries to the extent it sought dismissal of all claims arising from asbestos exposure in a federal enclave based on Appellants' waiver thereof. L-CP 51-73 (IMO motion), 74-141 (J. Horne declaration), 142-160 (Leslie joinder), 161-178 (ITT joinder). Other defendants moved in a similar fashion or joined in the motions of others on the waiver issue. *See e.g.*, A-CP 276-291, 303-350, 355-382, 461-468, 476-480, 484-496, 580-581, 582-583. Appellants argued in response that IMO had failed to offer sufficient evidence and authorities to demonstrate that PSNS was a federal enclave (but offered no evidence or authorities of their own to rebut IMO's showing regarding the enclave-status of PSNS or prior court decisions to that effect), and asserted that their waiver nonetheless excluded from its scope all claims based on ship-based exposures even though located within a federal enclave. L-CP 179-228, 229-242. IMO then submitted in support of its reply brief voluminous documentation (much of it obtained from the United States Navy through a Freedom of Information Act request) which evidenced the federal government's acquisition of property from the State of Washington and private parties for use as a naval shipyard on the banks of Sinclair Inlet in Kitsap County, the state's cession of jurisdiction, and the federal government's acceptance of jurisdiction thereover. L-CP 243-256, 257-1442.

The trial court (1) concluded at oral argument that Appellants' waiver was not ambiguous and did not exclude ship-based claims from its scope but instead applied to all enclave-related claims, and (2) following an opportunity for Appellants' counsel to review the newly-filed evidence and submit supplemental briefing, that PSNS was a federal enclave.³ RT

³ This was at least the second time that a King County Superior Court judge addressed this exact same waiver in the context of asbestos claims brought by a former PSNS worker represented by SEG (the drafter of the complaint and waiver) and its local co-counsel SGB (who signed the complaint and waiver). The complaint in *Abbay v. Cla-Val Co.*, King County Superior Court Case No. 07-2-36537-1 SEA, was filed in November 2007. L-CP 1369-1375. In response to a defense summary judgment motion argued on June 23, 2008 (four months after these same firms had filed Appellants' Washington Complaint in February 2008) which was based on the same federal enclave grounds as raised here, the plaintiffs in *Abbay* acknowledged that they had indeed waived all claims arising in a federal enclave, but argued that naval vessels on which Mr. Abbay worked at PSNS were not part of the federal enclave there based on U.S. District Court decisions in *McCormick v. C.E. Thurston & Sons, Inc.*, 977 F.Supp. 400, 402 (E.D.Va. 1997) (U.S. Navy vessel was not "in and of itself" a federal enclave, and was not part of the federal enclave naval shipyard at Norfolk, Virginia with respect to claims brought by seaman serving thereon), and *Anderson v. Crown Cork & Seal*, 93 F.Supp.2d 697 (E.D.Va. 2000) (same). L-CP 1419-1429. Attorneys from both SEG and SGB appeared at the *Abbay* summary judgment hearing where that argument was presented on behalf of the Abbays. L-CP 1239-1309. Judge Bruce E. Heller concluded in his Memorandum Opinion dated July 17, 2008 and Order on Motions for Reconsideration dated August 8, 2008 that PSNS is a federal enclave, that the naval vessels on which Mr. Abbay worked at PSNS were part of the federal enclave while docked or moored there, and that the waiver contained an incorrect assertion by the Abbays that Navy vessels were excluded from federal enclaves, not an exclusion from the waiver's scope of all ship-related claims. L-CP 1361-1367. Appellants subsequently filed their response to IMO's summary judgment motion in this matter on August 25, 2008 after Judge Heller had issued his rulings in the *Abbay* matter, and substituted this new, diametrically opposed interpretation of the waiver than had been offered by these same law firms on behalf of the plaintiffs in *Abbay*.

The same waiver was inserted by SEG in response to the removal of *Morgan v. ACGO Corp.*, KCSC Case No. 07-2-28464-8, into amended complaints in *Justice v. Alfa Laval*, KCSC Case No. 07-2-300571-1SEA (L-CP 1431-1433), and *Smith v. ACGO Corp.*, KCSC Case No. 07-2-27653-0SEA (L-CP 1407-1413), where SEG represented the plaintiffs with local counsel Thomas J. Owens. Plaintiff's Motion to Amend Complaint to Add Federal Enclave/

41:19-44:24; L-CP 1498-1502. The trial court granted summary judgment in favor of IMO, and granted the joinders of Leslie and ITT in IMO's motion with respect to all claims arising from asbestos exposure at PSNS

Federal Officer Disclaimer filed in *Justice* on October 10, 2007 states in pertinent part:

Plaintiff files this motion pursuant to CR 15(a) seeking leave of Court to file an amended complaint which adds a provision expressly disclaiming any request for recovery for injuries resulting from exposure to asbestos at a federal enclave or by direction of a federal officer.

* * *

[P]laintiff wishes to expressly disclaim in her complaint any request for recover for injuries resulting from exposure to asbestos at a federal enclave or by direction of a federal officer by adding the following language:

“Plaintiff hereby disclaims any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave, which expressly excludes U.S. Navy vessels.”

* * *

Here, where the only relief sought is to clarify that plaintiff is not seeking recovery for injuries resulting from exposure to asbestos at a federal enclave or by direction of a federal officer, the current defendants cannot show any prejudice. The amendment sought by the plaintiff does not add any new claim.

L-CP 1415-1416. The motion to amend in *Smith* made the same representations to the trial court there. L-CP 1431-1432. In his opposition to a defense summary judgment in *Smith* on the same federal enclave grounds as raised here, plaintiff explained that the same waiver proffered here as:

disclaim[ed] any cause of action based upon exposure to asbestos at a federal enclave. To the extent that the defendants have established that Puget Sound Naval Shipyard is a federal enclave, the issue before the Court is whether the ships Mr. Smith worked on . . . while they were docked or moored at PSNS, themselves constitute federal enclaves.

L-CP 1435:13-21. Judge Paris Kallas granted summary judgment, concluding on the record before her that “Puget Sound Naval Shipyard, along with the its dry-docks and piers, is located within a federal enclave” and that plaintiff lacked evidence of asbestos exposure outside of a federal enclave. A-CP 438:15-19

based on the Farrow's waiver thereof. L-CP 1498-1502, 1503-1504, 1505-1506. The trial court granted Appellants' motion for reconsideration with respect to the form of the judgments, but denied their motion for reconsideration of the disclaimer's intended scope based on, among other things, application of grammar and construction rules. L-CP 1515-1517. Appellants subsequently stipulated to dismiss with prejudice any and all claims against Leslie and ITT other than those arising from asbestos exposure during Mr. Farrow's employment at PSNS, and the trial court entered judgment in favor of Leslie and ITT on January 15, 2009. L-CP 1518-1560, 1561-1605, 1931-1934, 1935-1938. Appellants filed their Notice of Appeal against Leslie and ITT (No. 62996-4-I) on February 9, 2009, and against all other defendants (No. 63554-9-I) on May 1, 2009. L-CP 1606-1703, A-CP 823-950. The two appeals were consolidated on June 19, 2009 under No. 62996-4-I.

V. ARGUMENT

A. Summary Judgment Standard

CR 56(b) provides that defendants such as Leslie and ITT against whom a claim is asserted may, at any time, move with or without supporting affidavits, for summary judgment of dismissal. Civil Rule 56(c) provides in part:

The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.

The purpose of summary judgment is to avoid a useless trial where, as here, the moving party is entitled to judgment as a matter of law because no genuine factual dispute exists as to a dispositive issue in the case. CR 56 (c); *Lamon v. McDonnell-Douglas Corp.*, 91 Wn.2d 345, 349, 588 P.2d 1346 (1979); *see also Cox v. American Fidelity & Casualty*, 249 F.2d 616 (9th Cir. 1957). Summary judgment enables the court to pierce the formal allegations of fact in pleadings where there is no genuine issue of fact. *Smoot v. Chicago, Rock Island & Pacific Railroad Co.*, 378 F.2d 879 (10th Cir. 1967); *Kaplan v. 442 Wellington Co-Op Building Corp.*, 567 F. Supp. 53, 56 (N.D. Ill. 1983). An appellate court reviews the trial court's grant of summary judgment *de novo* and "engages in the same inquiry as the trial court." *Kahn v. Salerno*, 90 Wn.App. 110, 117, 951 P.3d 321 (1998). However, the trial court's factual findings supported by substantial evidence should not be disturbed. *See, e.g., Leer v. Whatcom County Boundary Review Bd.*, 91 Wn.App. 117, 126, 957 P.3d 251 (1998) (substantial evidence is evidence of a sufficient quantity to persuade a fair-minded person of the truth of the declared premise).

To obtain summary judgment, a moving defendant may demonstrate with admissible evidence the absence of an essential element of the plaintiff's claim, such as causation. *See, e.g., Buile v. Ballard Community Hosp.*, 70 Wn. App. 18, 21, 851 P.2d 689 (1993). Alternatively, the moving defendant may meet its initial burden by "showing – that is, pointing out to the [trial court] – that there is an absence of evidence to support the non-moving party's case." *Celotex Corp. v. Catrett*, 477 U.S. 317, 325, 106

L.Ed.2d 2548, 91 S.Ct. 265 (1986); *Buile*, 70 Wn. App. at 21. In either case, the opposing party may not rest on mere allegations in response to the moving party's showing, but must set forth specific facts, through admissible evidence, showing the existence of a genuine issue of material fact. *Celotex*, 477 U.S. at 325; *Buile*, 70 Wn. App. at 21.

In *Celotex*, the U.S. Supreme Court reviewed the reversal of the trial court's grant of summary judgment for a manufacturer in an asbestos case based on the lack of product identification. In its discussion of the propriety of granting summary judgments, the Court held:

In our view, the plain language of Rule 56(c) mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial. In such a situation, there can be no genuine issue as to any material fact, since a complete failure of proof concerning an essential element of a non-moving party's case necessarily renders all other facts immaterial. The moving party is "entitled to a judgment as a matter of law" because the non-moving party has failed to make a sufficient showing on an essential element of her case with respect to which she has the burden of proof.

477 U.S. at 322-323; *see also Matsushita Electric Industrial Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 89 L.Ed.2d 538, 106 S.Ct. 1348 (1986) (existence of "some metaphysical doubt as to the material facts" is insufficient to defeat summary judgment). These standards were adopted by the Washington Supreme Court in *Young v. Key Pharmaceuticals, Inc.*, 112 Wn.2d 216, 770 P.2d 182 (1989). *See also Atherton Condominium Ass'n. Bd. of Directors v. Blume Dev. Co.*, 115 Wn.2d 506, 516, 799 P.2d

250 (1990) (defendant's motion for summary judgment should be granted if a plaintiff's response "fails to make a showing sufficient to establish the existence of an element essential to his case").

This Court should affirm the trial court's grant of summary judgment and dismissal of Leslie and ITT from this matter.

B. The Trial Court Correctly Determined the Scope and Effect of Appellants' Waiver, and Properly Dismissed From This Action All Ship-Based Claims Arising From Asbestos Exposure at PSNS.

Appellants claim that the trial court erroneously extended their waiver to include ship-based claims within PSNS even though they had excluded such ship-based claims from it. Contrary to Appellants' position here, the trial court correctly analyzed the scope and legal effect of Appellants' waiver and the federal enclave doctrine in the circumstances here, and correctly applied the rules of law, construction, and common sense. The trial court's application of Appellants' waiver to all claims – including ship-based claims – arising from asbestos exposure within PSNS and its dismissal herein of all enclave-related claims was correct and should be affirmed.

1. The Waiver Appellants Claim They Intended Fails to Preclude the Potential for Removal to Federal Court – The Acknowledged Purpose For It.

The operative Washington Complaint in this action provides that Plaintiffs "hereby disclaim any cause of action or recovery for any injury by any exposure to asbestos dust that occurred in a federal enclave, which expressly excludes U.S. Navy vessels." L-CP 9, ¶6. The trial court

concluded that the phrase “which expressly excludes U.S. Navy vessels” modifies the term “federal enclave” and that the waiver encompassed all shipyard-related claims. RT 41:19-42:17.⁴

Appellants are correct that the adjective “which” can be used in either a restrictive or non-restrictive clause which refers back to the thing specified in an antecedent word, phrase, or clause – not necessarily the nearest antecedent word or phrase. Appellants’ Brief, p. 17. However, that does not vitiate the requirement that the use of “which” must still make linguistic and semantic sense under basic rules of grammar and construction. According to Appellants:

Plaintiffs intended the clause [“which expressly excludes U.S. Navy vessel”] to modify the entire phrase “any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave, . . .

⁴ According to the trial court:

Here is what I’ll decide. Number one, I do not believe, and I will so find, that the disclaimer is not ambiguous. I read the disclaimer language about 20 times. And then I typed it out and put it on a piece of paper. And I couldn’t construe the language in the way that Mr. Rutzick wished to have me construe it. That is contrary to the way I speak English and read English. I can’t come to that interpretation. The interpretation that Mr. Rutzick says, that is not my reading of the facts from the disclaimer language. And the only reasonable interpretation I can glean from that is as the Defendant urges me to interpret it. And I don’t believe it is ambiguous, because that would include two unreasonable interpretations. And I can’t find there is an ambiguity here.

In the alternative, if there were an ambiguity here, I would find the most reasonable interpretation would suggest that the word [“]which[”] modifies the term [“]federal enclave[”], as the Plaintiffs [sic] urge. But I can’t construe the language in any other way than how Mr. Horne [Defendant IMO’s counsel] has asked me to construe it. And so that issue is decided.

Appellants' Brief, p. 17. Applying this phrase as Appellants claim they intended, the "causes of action . . . expressly exclude U.S. Navy vessels."

Appellants' argument fails for several reasons:

a. Appellants' Interpretation Violates Basic Rules of Grammar, Semantics, and Construction.

First, Appellants' purported interpretation is unreasonable, illogical, and makes no grammatical or semantic sense. Navy vessels themselves (rather than the claims arising from exposure on them) cannot be excluded from causes of action, yet that is what Appellants claim the language in their California and Washington Complaints was intended to do. Appellants could have said in their Complaints, for example, that "[T]his disclaimer expressly excludes *claims arising from asbestos exposure on* U.S. Navy vessels" or that they disclaimed all causes of action . . . "*except those arising on* U.S. Navy vessels" in order to obtain the scope of their disclaimer they claim was intended here. They did not. (Nor have Appellants ever sought leave to amend their Washington Complaint to address the discrepancy between their claimed interpretation of this waiver, on the one hand, and that reached by the trial court in *Abbey* and raised in IMO's summary judgment motion, on the other.) On the other hand, the term "federal enclave" is not only a "thing specified in an antecedent word, phrase, or clause" and thus an appropriate antecedent for the adjective phrase commencing with "which," *see* Webster's New Twentieth Century Dictionary, Unabridged, 2d ed., p. 2083 (cited by

Appellants), it is also the only logical antecedent for the phrase “which does not include U.S. naval vessels.”

Appellants’ reference to the exception from the generally-accepted “last antecedent rule” based on the presence of comma before the qualifying language, *see* Appellants’ Brief, pp. 27-28, is also groundless and offers no support for their position here. In fact, the cases cited by Appellants all involve antecedent nouns or clauses in a series – not, as here, a single clause which contains antecedent nouns as a subject and as an object of a preposition – completely different parts of speech and grammatical functions. *Compare State v. Bunker*, 144 Wn.App. 407, 416, 418, 183 P.3d 1086 (2008) (series of statute subparagraphs); *In re Sehome Park Care Center v. State*, 127 Wn.2d 774, 781-82, 903 P.2d 443 (1995) (items in a series); *Witherspoon v. St. Paul Fire and Marine Ins. Co.*, 86 Wn.2d 641, 644, 648, 548 P.3d 302 (1976) (same). This rule is simply not applicable here.

Appellants’ attempt to rewrite long-standing rules of grammar and construction should be rejected, and the trial court’s ruling on this issue affirmed.

b. Appellants Included the Purported Exclusion of U.S. Navy Vessels From The Scope of Their Waiver in Only Part of It.

Appellants’ proffered interpretation is further undermined by their failure to apply it to all facets of their waiver. Appellants’ waiver included *two* separate and distinct sentences – (1) a waiver of claims arising from exposures in a federal enclave, and (2) a waiver of claims arising from the

acts or omissions of federal contractors.⁵ The exclusion of U.S. Navy vessels is included only in the first sentence waiving claims arising from asbestos exposures in federal enclaves. If Appellants had truly intended to exclude from the scope of their waiver all those claims arising from exposures on U.S. naval vessels, they should have also excluded such exposures from their waiver of claims subject to the federal contractor defense. Even assuming for a moment the correctness of their proffered interpretation, while claims arising from exposure on U.S. Navy vessels in an enclave might survive the first sentence of their waiver, they would not if Mr. Farrow's work on board those same ships involved equipment such as pumps and valves manufactured to military specifications. Appellants have offered no explanation for this discrepancy.

c. Appellants' Co-Counsel (and the Drafter of the Waiver) SEG Previously Acknowledged That The Phrase At Issue Was Meant To Waive All Enclave-Related Claims and Assert That Naval Vessels Were Not Enclaves or Part Thereof Even Though Present Thereon.

Mr. Rutzick acknowledged to the trial court at the summary judgment hearing that he did not draft the complaint or waiver at issue

⁵ A defendant asserting the federal contractor defense must show that: (1) "the United States approved reasonably precise specifications" for the military equipment supplied by the contractor; (2) "the equipment conformed to these specifications;" and (3) "the [military contractor] warned the United States about the dangers in the use of the equipment that were known to the [contractor] but not to the United States." *Boyle v. United Tech. Corp.*, 487 U.S. 500, 512, 101 L.Ed.2d 442, 108 S.Ct. 2510 (1980). Claims arising from Mr. Farrow's work on naval vessels which involved military equipment such as pumps and valves manufactured to military specifications – the basis of Appellants' claims against the defendant equipment manufacturers, including Leslie and ITT – would thus come within the parameters of the second sentence of Appellants' waiver.

here but merely reviewed and signed it. L-CP 179-181; RT 25:25-26:6.⁶ Yet Appellants claim that it is Mr. Rutzick's proffered subjective interpretation on their behalf which must be given effect here, no matter how strained the grammatical construction, illogical the interpretation, or inconsistent with legal positions taken by the disclaimer's actual drafter (and co-counsel for Appellants below) in the course of prior and contemporaneous litigation.

In fact, the trial court's interpretation of the waiver is consistent with the purpose for it offered by SEG and SGB attorneys on behalf of the plaintiffs – to avoid the potential for removal and transfer to the Asbestos MDL – in response to Defendant ITT's Motion for Summary Judgment in the *Abbey* case where the Complaint contained the exact same disclaimer:

[The Abbays'] complaint includes a disclaimer intended to prevent defendants from asserting the existence of federal subject matter jurisdiction and, based on such claimed jurisdiction, removing the case to federal court. **The Abbays use this disclaimer to expressly limit their claims to those arising under state law, and to preempt the delays associated with the removal and remand procedures.** It is well-established that such disclaimers are proper, and can be used to preclude federal jurisdiction. Indeed, as one court explained, "the plaintiff has the prerogative of determining the theory of his action and . . .

⁶ During oral argument, the trial court asked Mr. Rutzick to clarify who had drafted the waiver:

THE COURT: Can I ask you, other than national counsel drafting similar language in other cases, you were involved and the other folks and presumably the national counsel drafted this particular language.

MR. RUTZICK: I think that's true. I acknowledge that I didn't draft it. I read it and felt that I understood it, before I used it.

may defeat removal to the federal courts by avoiding allegations which provide a basis for the assertion of federal jurisdiction.”

L-CP 1426:9-17 (emphasis added) (internal citation omitted).

If Appellants intended to retain as part of this lawsuit all ship-based claims – including those arising within a federal enclave – then their lawsuit would have been subject to removal based on federal enclave jurisdiction. While Mr. Rutzick states in his declaration that he was only looking to “minimize” the potential for removal and transfer to the MDL when he signed Appellants’ complaint in February 2008 rather than avoid it entirely, co-counsel SEG subsequently explained at the summary judgment hearing in *Abbay* months later on June 23, 2008 that the intended scope of the exact same waiver there was different:

The vast majority of his claims are on the ships. Mr. Abbay worked as a rigger, which involved removing items from ships and putting items onto ships. And that is the focus of our, you know – our papers have a number of arguments that address these issues, and all of them merit consideration by the Court, **but the crux of the issue here is whether or not a ship is a federal enclave.** And the best way to look at that, I think, is to go back to – let’s talk about what a federal enclave is.

A federal enclave is land. That goes back to the Constitution. That’s how the Constitution terms it. It’s land. So then by its nature, a ship obviously is not land, and a ship is something that moves between federal enclaves perhaps.

The *McCormick* and *Anderson* case are directly on point on this issue, and that in those cases say the Navy ships, even those within an enclave, are not themselves land and, therefore, are not enclaves. Ships, therefore, are not, as a matter of law, our position is that they’re not federal enclaves.

No Court that I'm aware of has found that a ship – that has extended the definition of federal enclave to include a ship, Navy ship or otherwise.

So that's really the crux of our argument. And the McCormick and Anderson cases are directly on point on that issue and are exactly – and the issue of whether the procedural posture is different, it doesn't change the analysis. Whether it's on a jurisdictional issue or whether it's here arising under a disclaimer issue, **the bottom line is it's the same analysis. Is it land? No, it's not. It's a ship. It moves.**

And Mr. Abbay's exposures are not caused – or not related to the presence of the ship in the enclave but because of the presence of asbestos on the ship and on the equipment that he worked on. It doesn't have anything to do with the land. It doesn't have anything to do with the shipyard.

It's also our position that this is an affirmative defense that the defendants are asserting and it's their burden of proof.

In our papers I asserted an argument that they have not met their burden of showing that Puget Sound Naval Shipyard is, in fact, a federal enclave.

I'm told that we received – that there's evidence that came in on reply that has the deeds and all of that. **Whether the shipyard is an enclave, the land is not necessarily the issue here. The issue is are [sic] the ships that Mr. Abbay worked on and where he was exposed to asbestos, whether those are enclaves, and we submit that they are not.**

CP 1263-1266 (emphasis added). SEG was equally clear and unambiguous in its response to additional argument during that same hearing concerning the *McCormick* and *Anderson* cases on the enclave status of naval vessels while docked at PSNS:

[Mr. Abbay's] testimony that the ship was within the Naval Shipyard is not the dispositive factor. The ship, as in the *McCormick* and *Anderson* cases, the quote here is that, the vessel in this case never was a federal enclave but simply moved in and out of federal enclaves. **The vessel in this case was never a federal enclave, even when it was**

inside a – so the issue is if the work was done aboard a ship, as he testified, it doesn't matter that it was within the confines of what may be a federal enclave because this vessel itself is not land and it was never a federal enclave.

CP 1268-1269 (emphasis added). SEG later reiterated during the hearing that the very same waiver language as that used in Appellants' California and Washington Complaints clearly waived all exposures in a federal enclave:

[We] think the disclaimer is very clear that we are disclaiming anything that is in a federal enclave.

CP 1271. The legal position and interpretation set forth by co-counsel for the Abbays and Farrowes who drafted the complaint and waiver at issue could not be clearer – the waiver applied to everything in a federal enclave. The only issue argued to the *Abbay* trial court was, under the law applicable to federal enclaves, whether work by PSNS employees on docked naval vessels was excluded from the enclave because it occurred on board a ship.⁷

As the Washington Supreme Court has stated in the context of statutory construction:

If it should appear that, considering the effect of one interpretation, it would produce results unfitted to the condition to which the provision was manifestly addressed, then it would seem that the other interpretation should be accepted, provided, it fully accords with that purpose, and

⁷ Though they may not be evident on the appellate briefing, SEG was clearly active in prosecuting this action below. As is evident from the record, SEG prepared discovery responses, defended Mr. Farrow at his lengthy deposition conducted in Bremerton, and participated as counsel in this action in the trial court in a substantial fashion. *See, e.g.*, L-CP 1763-1773, L-CP 1883-1912.

is also in accordance with the rules of common sense and proper grammatical construction.

Duke v. Johnson, 123 Wash. 43, 50, 211 P. 710 (1923). Appellants nonetheless argue that *only they* can interpret their intended application of this phrase and scope of the disclaimer, that they are entitled to *all* inferences in their favor, and that *any* doubts should be resolved in their favor.

Appellants are wrong. Parties and their counsel cannot make up the rules as they go along to suit their changing needs nor should the meaning of a phrase depend upon who signed the pleading or document containing it. Rather, pleadings and arguments are subject to the basic rules of grammar and construction which make effective communication possible. *Cf. Dept. of Housing and Urban Development v. Rucker*, 535 U.S. 125, 132, 152 L.Ed.2d 258, 122 S.Ct. 1230 (2002) (rejecting statutory interpretation that “runs counter to the basic rules of grammar”); *Duke*, 123 Wash. at 50 (while “not necessary to always pay critical heed to technical rules of grammar” in interpretation, “at the same time, [] some weight should be given to such rules and an effort should be made to construe the language in accordance with those rules rather than contrary to them.”). Further, parties opposing summary judgment are entitled only to *reasonable* inferences and doubts. *See, e.g., Schaaf v. Highfield*, 127 Wn.2d 17, 21, 896 P.2d 665 (1995); *Mountain Park Homeowners Assn. v. Tydings*, 125 Wn.2d 337, 341, 883 P.2d 1383 (1994); *Allen v. State*, 118 Wn.2d 753, 760, 826 P.2d 200 (1992); *Matsushita Electric.*, 475 U.S. 574 (existence of “some metaphysical doubt as to the material facts” is

insufficient to defeat summary judgment). Strained interpretations contrary to a party's acknowledged purpose and basic rules of construction are simply not reasonable. Rather, the construction of documents is a question of law for the court where, as here, there is only one reasonable construction thereof. *See, e.g., Universal/Land Constr. Co. v. City of Spokane*, 49 Wn. App. 634, 637, 745 P.2d 53 (1987). Moreover, even if the waiver is indeed ambiguous, it is well-settled that any ambiguity is construed against the drafter. *Foss v. Golden Rule Bakery*, 184 Wash. 265, 268, 51 P.2d 405 (1935).

As explained in Footnote No. 3 and the text above, co-counsel SEG repeatedly identified months after the Appellants' Washington Complaint was filed in February 2008 the enclave status of naval ships at PSNS as the "crux" of the issue, and the *McCormick* and *Anderson* decisions as applicable authority, with respect to the same waiver language at issue here. It was not until Judge Heller ruled against the plaintiffs in *Abbay* in July and August of 2008 that the proffered interpretation of the waiver changed though the terms, punctuation, and syntax used had not.

Nor is Appellants' waiver ambiguous. The examples of purportedly ambiguous passages and statutes offered in Appellants' Brief could indeed have multiple grammatically correct interpretations within their respective contexts. However, the waiver here is ambiguous only if we suspend all applicable rules of grammar and construction, and ignore the interpretation of the exact same waiver contemporaneously offered by

Appellants' co-counsel in other similar actions. "Liberal construction" of pleadings still requires that basic rules of grammar and construction be followed. *HUD v. Rucker*, 535 U.S. at 132; *Duke*, 123 Wash. at 50; *Schaaf*, 127 Wn.2d at 21; *Tydings*, 125 Wn.2d at 341; *Allen v. State*, 118 Wn.2d at 760. Contrary to Appellants' argument, *State v. Adams*, 107 Wn.2d 611, 732 P.2d 149 (1987) (addressing whether a money judgment may fall within the broad "other relief" requested), *Adams v. King County*, 164 Wn.2d 640, 193 P.3d 891 (2008) (plain reading of allegations provide adequate notice of claims asserted even though incorrectly identified), and *Schoening v. Grays Harbor Community Hosp.*, 40 Wn.App. 331, 698 P.2d 593 (1985) (same), are simply not applicable here.

Appellants cannot have it both ways – depending upon the literal reading of their waiver to avoid removal to federal court and transfer to the Asbestos MDL, then pulling a "bait and switch" to preserve the very same claims that would have provided grounds for the removal and transfer they admittedly sought to avoid. *See Davenport v. Taylor*, 50 Wn.2d 370, 374, 311 P.2d 990 (1957); *see also Owens v. Noble*, 77 Cal.App.2d 209, 214, 175 P.2d 241 (1946) (recognizing "well-established rule" that "[a] party to an action may not depart from the course it has set for itself, but must adhere to the theory on which the case was based and not meander like a stream that changes its direction whenever a new obstacle is encountered."). Appellants' attempt to change the meaning and effect of their waiver upon encountering an obstacle in their path must be rejected.

C. Appellants Have Voluntarily Waived In This Action All Claims Arising From Any Alleged Asbestos Exposure Related to Leslie and ITT Equipment In Federal Enclaves Such As PSNS.

Appellants next complain that the trial court erred in granting summary judgment because IMO failed to establish that PSNS – or at least that portion of PSNS where Mr. Farrow was allegedly exposed to asbestos – was a federal enclave as *they* define that term. As with their failure to apply applicable rules of grammar and construction to their disclaimer, Appellants fail to apply the applicable law concerning federal enclaves.

In what they openly acknowledge was an effort to avoid removal of this action to federal court and transfer to the Asbestos MDL, Appellants voluntarily waived in this action all recoveries based on Mr. Farrow’s exposure to asbestos which occurred in federal enclaves – claims for which federal court jurisdiction would exist. L-CP 229-242. Article I, section 8, clause 17 of the United States Constitution (“Clause 17”) grants to the United States:

exclusive Legislation over all Places purchased by the Consent of Legislature of the State in which the same shall be, for the Erection of Forts, Magazines, Arsenals, dock-Yards, and other meaningful buildings.

This provision permits the federal government to obtain and operate facilities and installations necessary for the national defense without undue state interference.⁸ Altieri, *Federal Enclaves: The Impact of Exclusive*

⁸ Until 1940, the federal government acquired that jurisdiction ceded by the states without the necessity of formally accepting it. In 1940 Congress passed 40 U.S.C. § 255 (now codified at 40 U.S.C. § 3112) which required formal acceptance by the United States of jurisdiction over lands acquired after February 1, 1940. This provision was enacted to prevent states from unilaterally conferring

Legislative Jurisdiction Upon Civil Litigation, 72 Mil. L. Rev. 55, 58 (1976).

To that end, Washington State has consented to, and the federal government has accepted either expressly or impliedly, federal jurisdiction over places used for military purposes within the state generally, and specifically with respect to PSNS and Sinclair Inlet (Bremerton Harbor). See, e.g., RCW 37.04.010 *et seq.*, 37.08.010, 37.08.180; Wash. Const., Art. 25, § 1; see also Presidential Proclamation, dated November 4, 1918 (taking title to and authorizing the Secretary of the Navy to take possession of specified tracks of land adjacent to Navy Yard, Puget Sound, Washington and appurtenant rights, including “the under-water lands lying between the high water line of said above-described land and the Outer Harbor line aforesaid, as said line is now or may hereafter be established”) and “Grant to United States of Bremerton Harbor” (approved by Washington legislature and Governor in March, 1919), both attached for the Court’s convenience in Appendix I hereto. Claims arising from injuries sustained on such federal enclaves under the jurisdiction of the United States are justicible in, and therefore removable to, federal court. *Mater v. Holley*, 200 F.2d 123, 123 (5th Cir. 1952); see also *Dept. of Labor and Industries v. Dirt & Aggregate, Inc.*, 120 Wn.2d 49, 53, 837 P.2d 1018 (1992); *Olsen v. AC&S, Inc.*, 1995

on the federal government jurisdiction over lands which the federal government did not wish to utilize for military purposes and administer. See, e.g., *Koren v. Martin Marietta Servs., Inc.*, 997 F.Supp. 196, 210 n. 3 (D.P.R. 1998). However, as discussed below, the Navy’s construction and use of extensive facilities on property acquired for a naval shipyard constitutes the requisite acceptance of jurisdiction. *Id.*

U.S. Dist. LEXIS 22494, *3 (D. Or. 1995); 28 U.S.C. § 1441(a).

1. **Leslie and ITT Joined in IMO's Substantial Submission of Authority and Evidence Supporting the Federal Enclave Status of PSNS.**

IMO submitted in support of its summary judgment motion substantial federal and Washington authorities which previously concluded that PSNS is a federal enclave and treated it as such, research material relating the history of PSNS, and documentary evidence which tracks the acquisition of property by the United States from private parties and the State of Washington for use as a naval shipyard. *Murray v. Joe Gerrick & Co.*, 172 Wash. 365, 20 P.2d 591 (1933), *aff'd*, 291 U.S. 315, 316-317, 78 L.Ed. 821, 54 S.Ct. 432 (1934) (state ceded jurisdiction over tract acquired by United States now known as “Puget Sound Navy Yard”; state workers compensation statute inapplicable to claim arising therein); *Brem-Air Disp. v. Cohen*, 156 F.3d 1002, 1003 (9th Cir. 1998) (“The United States Navy operates the Puget Sound Naval Shipyard in Bremerton, Washington.”); *United States v. Kiliz*, 694 F.2d 628 (9th Cir. 1982) (traffic violations at PSNS committed in federal enclave); article concerning PSNS on HistoryLink.org – the Online Encyclopedia of Washington State History (sponsored by, among others, the State of Washington), L-CP 1859-1869; Coletta, Paolo (ed.), *United States Navy and Marine Corp Bases, Domestic* (1985), L-CP 1887-1881; *see also* CP 257-1442. There is no question that PSNS is a federal enclave as contemplated by the U.S. Constitution and subsequent authorities, and that the trial court and this Court may take

judicial notice of that fact.⁹

2. The Trial Court's Conclusion that PSNS Is A Federal Enclave Should Be Affirmed.

Appellants' argument that the defendants/respondents failed to make a sufficient evidentiary showing regarding the federal enclave status of PSNS should be rejected, and the trial court's ruling that PSNS is a federal enclave should be affirmed.

First, in addition to the authorities and evidence submitted initially by IMO in support of its summary judgment motion on this issue, including decisions of the United States and Washington Supreme Courts which had recognized the enclave status of PSNS, *see* L-CP 74-141, 1856-1912, IMO subsequently submitted in response to Appellants' assertion about a lack of evidence regarding the transfer of property to the United States additional declarations and exhibits which document the acquisition of property by the

⁹ *See also, e.g., Bachman v. Fred Meyer Stores, Inc.*, 402 F.Supp.2d 1342, 1347 (D. Utah 2005) (taking judicial notice that Hill Air Force Base a federal enclave); *Koren*, 997 F.Supp. at 210 n. 3 (“[A]s a simply practical matter, the Court can take judicial notice that the United States Navy exercises complete dominion over Roosevelt Roads Naval Base and has for many years.”); *Snow v. Bechtel Constr.*, 647 F.Supp. 1514, 1516 (C.D. Cal. 1986) (taking judicial notice that San Onofre Nuclear Generating Station is on a federal enclave); *In re: Welding Rod Products Liability Litigation*, 2005 U.S. LEXIS 1265 (D.R. Ohio 2005), *20 (“When the Appellants’ claims arise from exposure to chemicals on a United States military base in furtherance of their employment duties, enclave jurisdiction is properly invoked.” [citing *Akin v. Big Three Industries, Inc.*, 851 F.Supp. 819, 822 (E.D. Tex. 1994)]); ER 201 (court may judicially notice a fact “not subject to reasonable dispute in that it is [] capable of accurate and ready determination by resort to sources whose accuracy cannot reasonable be questioned.”). Though Appellants claim they had no opportunity to address the issue, to the extent it took judicial notice concerning the enclave status of PSNS, the trial court clearly entertained substantial briefing and oral argument regarding the naval shipyard’s status, prior court opinions concerning the enclave status of PSNS, and evidence addressing that issue. RT 42:18-44:23.

United States for use as part of PSNS. L-CP 257-1442.

a. Any Prejudice By IMO's Production of Evidence In Support of its Reply Was Alleviated By The Court's Grant of Additional Time For Appellants To Review and Address Them.

This Court should affirm the trial court's rejection of Appellants' objections to IMO's exhibits and declarations. With respect to the timeliness of IMO's submission of them, the trial court may consider all evidence submitted prior to the issuance of a final order or judgment. *See, e.g., Dept. of Labor & Indus. v. Kennewick*, 99 Wn.2d 225, 228, 661 P.2d 133 (1983). Any prejudice to Appellants caused by the submission of evidence in support of IMO's reply brief (rather than its moving papers) was addressed by the trial court's grant of additional time for Appellants to review and respond to the evidence before the trial court ruled on that portion of IMO's motion regarding the enclave status of PSNS. RT 44:12-45:14; *see also* L-CP 1448-1456 (Plaintiff's Supplemental Response).

Appellants have also failed to show that the records and other exhibits to which they object are anything other than as represented, or that the trial court abused its discretion in considering the evidence at issue. *State v. Fisher*, 165 Wn.2d 727, 750, 202 P.3d 937 (2009); *State v. Powell*, 126 Wn.2d 244, 259, 893 P.2d 615 (1995). Further, Appellants' authorities – *White v. Kent Medical Center*, 61 Wn.App. 163, 168-169, 810 P.2d 4 (1991), *Owen v. Burlington N. Santa Fe R.R.*, 114 Wn.App. 227, 239, 56 P.3d 1006 (2002), and *Seybold v. Neu*, 105 Wn.App. 666, 677, 19 P.3d 1068 (2001) – are all premised on the lack of such opportunity to address issues

and evidence raised on reply, and they should be rejected here.

Significantly, Appellants offered in support of either their initial or supplemental response no evidence to rebut and no basis to dispute the authenticity of the evidence proffered by IMO which concern the federal government's acquisition of property and jurisdiction over PSNS.

b. Those Portions of PSNS Where Mr. Farrow Worked Were Within the Federal Enclave There.

Appellants next assert that IMO failed to establish that the locations where Mr. Farrow was exposed to asbestos at PSNS qualified as a federal enclave at the time of his exposure. According to Appellants, any portion of PSNS acquired by the federal government after the State of Washington's 1939 passage of RCW 37.04.010 *et seq.* which granted only concurrent jurisdiction over land acquired for military purposes cannot be a federal enclave under Clause 17.

Appellants further assert that the acceptance in Secretary of War Henry L. Stinson's July 31, 1945 letter of only concurrent jurisdiction, L-CP 1140, also precludes federal enclave status for any portion of PSNS over which exclusive jurisdiction had not been previously conferred by statute, and that the federal government has not accepted any jurisdiction over property acquired by United States for military purposes at PSNS subsequent to Secretary Stinson's 1945 letter. Appellants also argue that, because IMO failed to establish that the particular PSNS piers and dry docks where Mr. Farrow worked were located in areas acquired before July 31, 1945, it failed to establish that the federal government had accepted any jurisdiction over

the specific situs of Mr. Farrow's exposures.

Appellants are wrong on each point.

- i. **The Federal Government's Exclusive Jurisdiction Extends to Adjacent Property and Submerged Land Proscriptively Acquired or Filled by the Navy for Use as Part of PSNS.**

Appellants assert in their Opening Brief that:

[a]t least some of the dry docks at PSNS had not been constructed by July 1945. For example, Dry Dock 6 was not dedicated until 1962.

Appellants' Brief, p. 44. For support, Appellants point to photographs and other materials from the reference book *Nipsic to Nimitz: A Centennial History of Puget Sound Naval Shipyard*, excerpts of which are attached to their brief as Appendix A, and imply without any supporting evidence that Mr. Farrow worked on vessels in such multiple post-1945 dry docks.¹⁰

Appellants' argument on this issue fails. First, Mr. Farrow testified during his deposition that he was unable to say where the ships on which he claims to have worked at PSNS were docked or moored there. L-CP 1910-1911.¹¹ Moreover, rather than multiple dry docks being constructed after

¹⁰ Leslie and ITT do not object to Appellants' use of materials from this reference, and in fact offer in response excerpts of their own from this same reference book attached hereto in Appendix II.

¹¹ Mr. Farrow testified in his deposition as follows regarding the location of the navy ships on which he worked at PSNS:

- Q. I've asked you about a couple of the vessels that you worked on and where you did this work on the vessels, where the vessels were located, and I'm going to go through the vessels that I have in my notes and ask you that same question.

July 1945 as Appellants intimate in their Brief, photographs and excerpts from *Nipsic to Nimitz* show that the waterfront, multiple piers, and Dry Docks 1 through 5 at PSNS were all constructed and in use long prior to July

You mentioned that you weren't sure, the first time you worked on the PRINCETON, whether it was in dry dock or tied to a pier, but it was obviously one or the other, correct?

A. Yes.

Q. Okay. How about the second time? Was that in dry dock or was that tied to a pier?

A. It was a much longer repair period, so very likely it was in a dry dock, but I don't recall if it was in a dry dock or not, but it was --

MR. HORN: Well, then, don't guess.

THE WITNESS: Yes. Okay.

Q. (By MR. MATTINGLY) How about the USS MIDWAY?

A. MIDWAY?

Q. Yes. Where was the MIDWAY located at PSNS when you worked on it?

A. I don't recall if it was in a dry dock or alongside a pier.

Q. So, again, that's something that you just don't have in your memory today?

A. I don't recall.

Q. Okay. How about the CORAL SEA?

A. The same.

Q. Okay. Is that going to be the same for each of these vessels?

A. Yes.

Q. Okay. Okay. Would it be the same for all of the subs as well?

A. Yes. I don't recall which were in dry dock and which were alongside the pier.

1945, and that Dry Dock 6, though built after that date, was attached to land and protruded out into a portion of Sinclair Inlet which had been part of PSNS and used by the Navy for shipyard activities since at least the 1920s.¹²

¹² As shown in a series of photographs and documented by excerpts from *Nipsic to Nimitz: A Centennial History of Puget Sound Naval Shipyard*:

Construction of Dry Dock 1 was begun in 1895 and completed in April 1896 in the eastern third of the waterfront tract that comprised the shipyard at that time. *See* Appendix II-4, II-5, II-6.

Construction of Dry Dock 2 (just to the west of Dry Dock 1) was begun in 1909 and completed in March 1913. *See* Appendix II-7, II-8.

Dry Dock 3 (just to the east of Dry Dock 1) was completed in or about December 1919 and lengthened in 1930. *See* Appendix II-9, II-10, II-11. (The February 1918 map identified as Appendix II-11 shows the locations of Dry Docks 1, 2, and 3 (called Ways No. 2 at the time).

Dry Dock 4 (to the west of Dry Dock 2) was completed in late 1940. *See* Appendix II-12.

Dry Dock 5 (to the west of Dry Dock 4) was constructed in 1942. *See* Appendix II-13.

It is also clear that the shipyard's waterfront and Sinclair Inlet along which PSNS is built were used by the Navy for shipyard activities prior to and throughout World War II – and thus prior to Secretary Stinson's July 1945 letter. A massive excavation project at PSNS from approximately 1918-1922 moved thousands of tons of sand and gravel to create an additional 34 acres of flatland from hillsides and nearly 50 acres of fill behind an 1100 foot reinforced concrete seawall at the new waterfront. *See* Appendix II-14. Photographs from the 1920s and 1930 show the fill and waterfront, the piers extending from them into Sinclair Inlet, and the dry docks built into the shipyard's fill and original land. *See* Appendix II-15, II-16, II-17. These piers and dry docks at PSNS were among the Navy's primary repair facilities for the Pacific Fleet during World War II. A map of PSNS from World War II clearly show the presence of piers extending into Sinclair Inlet and five dry docks. *See* Appendix II-18. Moreover, the 1922 photo of the waterfront shows that portion of the waterfront where Dry Dock 6 would later be built, and the 1959 map of PSNS supplied by Appellants shows that Dry Dock 6 would extend from the waterfront out into Sinclair Inlet. *See* Appendix II-19 (included in Appellants' Appendix A). In short, multiple piers as well as five of the six dry docks were in existence prior to July 1945, and the sixth dry dock and any additional piers at which ships on which Mr. Farrow would have worked were docked or moored were all built into and/or extended from land which was part of the shipyard no later than the 1930s.

The law is settled that “structures such as wharves and piers, permanently affixed to the land, are extensions of this land,” as are dry docks.

Nacirema Operating Co., Inc. v. Johnson, 396 U.S. 212, 214-15, 24 L.Ed.2d 371, 90 S.Ct. 347 (1970); *see also, e.g., Bennett v. Perini Corp.*, 510 F.2d 114, 116 (1st Cir. 1975); *Johnson v. John F. Beasley Constr. Co.*, 742 F.2d 1054, 1063 n. 8 (7th Cir. 1984), *cert. denied*, 469 U.S. 124, 84 L.Ed.2d 328, 105 S.Ct. 1180 (1985); *Dirma v. United States*, 695 F.Supp. 714, 718 (E.D.N.Y. 1988).

As to the enclave status of the 440 acres of submerged lands filled by the Navy and from and into which the shipyard’s piers and dry docks extend, *see* L-CP 354, 1136, 1173, the decision of the First Circuit Court of Appeals in *Torrens v. Lockheed Martin Services Group, Inc.*, 396 F.3d 468 (1st Cir. 2005), is analogous and persuasive on this point. In *Torrens*, shipyard workers at U.S. Naval Station Roosevelt Roads in Puerto Rico sued their former employer for overtime pay and other work-related relief under Puerto Rican law. The employer removed the case to federal court, but the District Court held that the United States lacked exclusive jurisdiction over the piers area at the Navy base and remanded.

The First Circuit reversed, concluding that the federal government’s acceptance of jurisdiction in Acting Navy Secretary James Forrestal’s July 1945 letter to Puerto Rico’s governor applied not only to the land formally deeded to it but also to any adjacent land proscriptively acquired or reclaimed from the bay, and to any piers and dry docks built upon or extending from the parcel or reclaimed land. According to the First Circuit:

[P]laintiffs may be intending to suggest that piers and dry dock where the plaintiffs worked may rest on or extend from land reclaimed from the water and therefore possibly not literally within the metes and bounds set out in the [] letter as the parcel taken in 1941 and for which exclusive federal authority was accepted.

From the maps and descriptions furnished, it appears that the Navy acquired in 1941 a significant piece of property bounded on one side by the bay. As *Nieves* indicates, construction of the piers proceeded apace between 1941 and 1943. The United States asserts, and the plaintiffs have not specifically disputed, that the property described in the Forrestal letter was the launching point for the piers area construction.

. . . Assuming the Navy filled in submerged land that it did not already own under the strict terms of the deed or otherwise – an issue on which we take no view – the United States certainly took the land when the Navy occupied it and built its permanent facilities upon it.

* * *

We decide only that the Forrestal letter, assuming that it is authentic and was sent, would constitute an acceptance of federal authority under the 1940 statute for the parcel it describes, any adjacent land reclaimed from the bay, and any piers and dry docks built upon the parcel or the reclaimed land.

396 F.3d at 473 (citation omitted). This same reasoning is applicable in the circumstances here, where the Navy either took proscriptively or extended with fill that property constituting part of PSNS over which Appellants acknowledge the federal government held exclusive jurisdiction, and from and on which the Navy built the piers and dry docks where Mr. Farrow purportedly worked there.

Appellants offer no authority to the contrary, but rather seek to distinguish *Torrens* by arguing that it addressed only facilities either

completed or under construction at the time of Secretary Forrestal's July 1945 letter accepting jurisdiction at Roosevelt Roads, not all future acquisitions or extensions. However, even if *Torrens* is restricted in this fashion, the discussion and evidence cited in Footnote No. 12 above demonstrates that a new seawall had been built and the waterfront along Sinclair Inlet created by fill in 1918-1922, that five dry docks built into that fill and original land had been completed by 1942, and that piers extending out from that waterfront into Sinclair Inlet were in place before and during World War II – all prior to Secretary Stinson's July 1945 letter formally accepting federal jurisdiction over those areas of PSNS where federal jurisdiction had not previously been conferred by statute. It is also clear from photos and maps submitted by Appellants that Dry Dock 6, though built after Secretary Stinson's letter, extended from the waterfront and into Sinclair Inlet over which federal jurisdiction had already been formally conferred and accepted. *See* Appellant's Appendix A. Thus, any asbestos exposure Appellants assert that Mr. Farrow sustained either in shops or on board ships moored at piers or in dry docks would have occurred within the federal enclave at PSNS over which Appellants acknowledge the federal government held exclusive jurisdiction.

Appellants also assert that the formal transfer in 1948 and 1951 court proceedings of PSNS property previously occupied, developed, and used for military purposes by the federal government preclude enclave status for those areas because these court proceedings took place after Secretary Stinson's July 1945 letter. The decision of the U.S. District Court in *Koren*

v. Martin Marietta Services, Inc., 997 F.Supp. 196 (D.P.R. 1998), addresses this same issue. In *Koren*, the employee of a federal contractor sued for violations of Fair Labor Standards Act (FLSA) and Puerto Rico's wage-and-hour laws for work performed at, *inter alia*, Roosevelt Roads. As here, the plaintiff in *Koren* questioned whether the United States had formally accepted jurisdiction over that portion of Roosevelt Roads where he worked. The district court concluded that Roosevelt Roads was a federal enclave even if the federal government had not formally accepted jurisdiction over all portions of it pursuant to 40 U.S.C. § 255:

At first blush, the simple requirements of Puerto Rico's Act of 1903 for the attachment of exclusive jurisdiction might seem to betray the purpose of § 255, which was enacted "to ensure that ... automatic cession statutes did not saddle the United States with unwanted jurisdiction." . . . But the Court holds that the provision of Puerto Rico's Act of 1903 requiring the federal government to actually take possession of the land envisions a sufficiently affirmative action on the part of the United States to render Puerto Rico's Act of 1903 consistent with 40 U.S.C. § 255. Furthermore, as a simply practical matter, the Court can take judicial notice that the United States Navy exercises complete dominion over Roosevelt Roads Naval Base and has for many years. Clearly, both the United States and Puerto Rico governments appear in agreement that Roosevelt Roads is a federal enclave. In other words, the situation does not implicate the concerns underlying § 255 that jurisdiction would be foisted upon the federal government.

Id. at 201, n. 3. Thus, even if the United States has not formally accepted jurisdiction over portions of PSNS, the Navy's construction of facilities and continuing use of that property for a naval shipyard is an affirmative act on the part of the federal government sufficient to constitute acceptance of jurisdiction for purposes of compliance with 40 U.S.C. §

255.¹³

Appellants' attempt to place on IMO and defendants the burden to establish as an affirmative defense that Mr. Farrow's exposure to asbestos took place within the federal enclave also misstates the nature of their allegations here and misapplies the applicable law. Appellants have affirmatively and voluntarily waived all claims arising from Mr. Farrow's asbestos exposure in federal enclaves. Thus, proof that Mr. Farrow's exposure to asbestos took place *outside* a federal enclave is an element of Appellants' proof and burden here.¹⁴ *See, e.g., Alprin v. City of Tacoma,*

¹³ In fact, these court proceedings merely formalized the transfer of submerged and other lands which had been proscriptively used for decades by the Navy as part of PSNS with the State's consent. *See Koren*, 997 F.Supp. at 201, n. 3. Further, Appellants' attempt to distinguish between property acquired for PSNS through purchase and condemnation lacks relevance here. Their citation to *State v. Williams*, 23 Wn.App. 694, 696-697, 598 P.2d 731 (1979), and *Willis v. Craig*, 555 F.2d 724, 726 (9th Cir. 1977), ignores that the land for PSNS was acquired, whether by purchase or condemnation, for a constitutional purpose under Clause 17 – a military dockyard. The *Williams* Court recognized that exclusive jurisdiction exists over property acquired for a constitutional purpose even if through condemnation. 23 Wn.App. at 696. Unlike the management of shellfish at an ammunition depot at issue in *Williams*, the construction and repair of military vessels are among the federal purpose of PSNS, and the litigation of injury claims arising from such repairs and construction is a reasonable extension of those activities for which enclave jurisdiction is appropriate. *See, e.g., In re: Welding Rod Products Liability Litigation*, 2005 U.S. LEXIS 1265, *20 (“When the Appellants' claims arise from exposure to chemicals on a United States military base in furtherance of their employment duties, enclave jurisdiction is properly invoked.”).

¹⁴ The Texas asbestos MDL judge, Judge Mark Davidson, allocated the burden of proof in this same manner in *Venable v. IMO Industries, et al.* Cause No. 2006-08583 (11th District Court, Harris County, Texas), where, as here, a naval shipyard worker disclaimed in his complaint all claims for injuries arising from asbestos exposure in a federal enclave. The briefing and court order granting summary judgment in *Venable* based on federal enclave status can be found at L-CP 1144-1160.

139 Wn.App. 166, 171, 159 P.2d 448 (2007). Appellants offered no evidence below on this issue.

Further, not only have Appellants failed to offer any authority to support their attempt to create a patchwork of enclave and non-enclave property at PSNS, such a scenario would be confusing and untenable with respect to the federal government's ability to effectively operate PSNS or other similarly-situated installations as a military base – the purpose of Clause 17. Under Appellants' theory of federal enclaves, the federal government's right to implement national security measures, a plaintiff's right to receive a state workers' compensation recovery, or a defendant's right to remove to federal court would depend upon precisely where within a military base an incident or injury occurs. For example, Marines could not guard a vessel moored at a non-enclave dock, and a plaintiff's remedy for injuries sustained in the course of employment could depend upon whether he or she was injured while working in the bow or the stern of a ship moored to a pier or sitting in a dry dock which transverses the line between property acquired before and after 1939, or in the north or the south portion of a machine shop built on waterfront fill bisected by any such boundaries. Not only would this rule be impractical, such a determination would be impossible in circumstances where, as here, a plaintiff alleges an indivisible injury allegedly caused by innumerable asbestos exposures over the course of many years in locations even the plaintiff himself cannot identify. *Torrens* and *Koren* provide us with a far better analysis and rule.

ii. A State's Concurrent Jurisdiction Which Does Not Adversely Affect a Military Base's Federal Purpose Does Not Implicate Its Status as a Federal Enclave.

Alternatively, even if *Torrens* and *Koren* are not persuasive here on this issue, the law is clear that a state may retain some limited jurisdiction over places acquired by the federal government without affecting their status as federal enclaves as long as the jurisdiction retained by the state does not interfere with the federal purpose of the enclave. Washington State retained jurisdiction to execute its civil and criminal process on federal lands acquired by the United States of America by purchase or condemnation or otherwise set apart by the general government for use as (among other things) docks and navy yards. *See* Remington Revised Statutes § 8108, RCW 37.16.180, RCW 37.04.010 *et seq.* In fact, RCW 37.04.030 reserved concurrent jurisdiction over land acquired or to be acquired by the United States for military bases only “as is not inconsistent with the jurisdiction ceded to the United States by virtue of such acquisition.” Such reserved jurisdiction prevents, for example, federal enclaves from being sanctuaries for fugitives from state criminal prosecution. Federal and state courts around the country (including both the United States and Washington Supreme Courts) have consistently held that a state’s reservation and exercise of some limited retained jurisdiction without interfering with the federal purpose of facilities such as PSNS does not affect the facility’s status as a federal enclave. *See, e.g., Silas Mason Co. v. Tax Comm. of Wash.*, 302 U.S. 186, 204, 82 L.Ed.2d 187, 58 S.Ct. 233

(1937); *James v. Dravo*, 302 U.S. 134, 82 L.Ed.2d 155, 58 S.Ct. 208 (1937) (Clause 17 amenable to state exercise of legislative authority which does not interfere with the federal government's purpose); *Howard v. Commissioners*, 344 U.S. 624, 626, 97 L.Ed.2d 617, 73 S.Ct. 465 (1953) (same); *Offutt Housing Co. v. County of Sarpy*, 351 U.S. 253, 260, 100 L.Ed.2d 1151, 76 S.Ct. 814 (1956) (no effect on enclave status – state's reserved authority subject to federal power of exclusive legislation and its law "federalized"); *Dirt & Aggregate, Inc.*, 120 Wn.2d at 53 ("reservation of some limited jurisdictional rights does not defeat federal jurisdiction.").

Appellants' insistence on defining "federal enclave" according to a simplistic entry in Black's Law Dictionary neglects and negates nearly a century of the law's common-sense development and sophistication, as well as Washington law. Further, the authorities cited by Appellants are inapplicable in the circumstances here. For example, the federal government never asserted in *United States v. Mississippi Tax Comm.*, 412 U.S. 363, 37 L.Ed.2d 1, 93 S.Ct. 2183 (1973), that the state's ability to tax alcohol transported onto military bases affected the federal military use and purpose of the bases.

Appellants also attempt to confuse and complicate the question before this Court – it is not whether the substantive law applicable to Appellants' tort claims is federal or state, or even whether a federal or state court is the sole available or appropriate forum for Appellants'

complaint.¹⁵ Rather, the question here is simply whether PSNS is a military shipyard over which the federal government possesses through express or implied acceptance the jurisdiction necessary to administer it as a military base – the parameters of Appellants’ voluntary waiver of claims in this action from asbestos exposures in a federal enclave. Appellants acknowledge that the property constituting PSNS prior to 1939 constituted a federal enclave, and historical photographs and maps clearly show that the shops, piers, and dry docks where Mr. Farrow claims to have worked at PSNS were either built on or from the shipyard’s property as it existed at that time. Multiple courts, including the United States and Washington Supreme Courts, have concluded since the 1930s that PSNS is a federal enclave. This Court should do the same and affirm the trial court’s conclusion that PSNS is a federal enclave and its dismissal of all claims arising from Mr. Farrow’s asbestos exposure in the enclave.¹⁶

¹⁵ In fact, *Mendoza v. Neudorfer Engineers, Inc.*, 145 Wn. App. 146, 151-156, 185 P.2d 1204 (2008) – cited by Appellants – specifically recognizes that cession of jurisdiction over a military base involves the relinquishment of authority to legislate over the ceded territory, but that the State of Washington still retains judicial jurisdiction over a personal injury lawsuit that occurs on a federal enclave without impacting the United States’ exclusive political jurisdiction over that enclave, just as a Washington court may determine a case arising in another state as long as it has personal jurisdiction over the parties thereto. *Mendoza* cites with approval, among others, the Fifth Circuit’s opinion in *Mater* which recognized that “existing federal jurisdiction is not affected by concurrent jurisdiction in state courts.” *Id.* at 155 (citing 200 F.2d at 123-125). See also *In re: Welding Rod Products Liability Litigation*, 2005 U.S. LEXIS 1265, *20 (D.R. Ohio 2005) (“When the Appellants’ claims arise from exposure to chemicals on a United States military base in furtherance of their employment duties, enclave jurisdiction is properly invoked.”).

¹⁶ Normally the waiver of claims in a complaint would constitute an exclusion of those claims from the lawsuit, and plaintiffs would be free to file a

VI. CONCLUSION

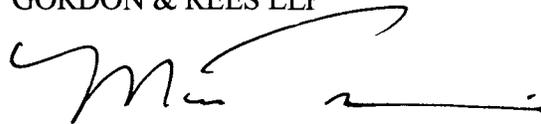
Appellants' strained reading of their voluntary waiver of all enclave-related claims intended to avoid the potential for removal to federal court and transfer to the Asbestos MDL contradicts the interpretation offered by their co-counsel for the same waiver in contemporaneous litigation involving the same circumstances and worksite, and ignores long-settled rules of grammar and construction. Appellants also ignore the history of the naval shipyard where Mr. Farrow worked, the transfers of property and jurisdiction that constitute it, and the use of that property for military purposes and construction of facilities long before Mr. Farrow commenced his employment there. Appellants also seek to avoid their burden to prove the location of actionable exposures, and confuse the pertinent issue before this Court – it is the scope and effect of Appellants' waiver, not the applicable law and forum for Appellants' injury claims. This Court should affirm the trial court's rulings below and its grant of summary judgment and dismissal with prejudice of all claims, including enclave-related claims, against Leslie

new complaint which encompassed them (subject, of course, to applicable defenses and the potential for removal to federal court). However, Appellants failed to object to, and have failed to appeal from, the trial court's dismissal with prejudice of their enclave-related claims here. *See* L-CP 1518-1560, 1561-1605, 1931-1934, 1935-1938. Thus, notwithstanding their waiver of such enclave-related claims in this action and their exclusion from this action, Appellants have now waived any error from the trial court's dismissal with prejudice of their enclave-related claims here. RAP 10.3(a)(6); *Van Vonno v. Hertz Corp.*, 120 Wn.2d 416, 427, 841 P.2d 1244 (1993) (“An issue, theory or argument not presented at trial will not be considered on appeal.”) (*quoting Herberg v. Swartz*, 89 Wn.2d 916, 925, 578 P.2d 17 (1978).

and ITT arising from Mr. Farrow's exposure to asbestos during his military service in the United States Navy and his subsequent employment at PSNS.

Respectfully submitted this 8th day of September, 2009.

GORDON & REES LLP

A handwritten signature in black ink, appearing to read 'Mark B. Tuvim', with a long horizontal flourish extending to the right.

Mark B. Tuvim, WSBA No. 31909
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Attorneys for Respondents Leslie
Controls, Inc. and ITT Corporation

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State of Washington Session Law (1919)
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APPENDIX I

44-1918
No. 1423
[TITLE TO AND POSSESSION OF LAND FOR NAVAL PURPOSES.]

By the President of the United States of America,

A Proclamation.

WHEREAS, the Act of Congress approved July 1, 1918 (Public 182-65th Congress), making appropriations for the Naval Service for the fiscal year ending June 30, 1919, and for other purposes, provides that:

"The President is hereby authorized and empowered, within the amounts herein appropriated therefor, to take over immediately for the United States, possession of and title to each and all of the parcels of land, including appurtenances and improvements for the acquisition of which authority is herein granted and for which appropriations are herein made; Provided, That if said lands and appurtenances and improvements shall be taken over as aforesaid, the United States shall make just compensation therefor, to be determined by the President, and if the amount thereof, so determined by the President, is unsatisfactory to the person entitled to receive the same, such person shall be paid seventy-five per centum of the amount so determined by the President and shall be entitled to sue the United States to recover such further sum as added to said seventy-five per centum will make up such amount as will be just compensation therefor, in the manner provided for by section 24, paragraph 20 (and) section 145, of the Judicial Code; Provided further, That upon the taking over of said property by the President as aforesaid, the title to all property so taken over shall immediately vest in the United States;" and

WHEREAS, the Act of Congress aforesaid, authorizes the acquisition of additional land for Naval purposes at the following places, namely:

Naval Training Station, Great Lakes, Ill.;

Navy Yard, Puget Sound, Wash.;

and also authorizes the acquisition of land at Quantico, Va., as a permanent Marine Corps Base, and makes appropriations for the acquisition of the land required at the places mentioned; and

WHEREAS, it is a military necessity for the United States to take possession of the tracts of land required for Naval purposes at the places aforesaid, together with all improvements, easements, rights of way, riparian and other rights and privileges appurtenant or appertaining in any way to the said tracts of land, and to begin without delay the development of the said tracts of land for the uses and purposes of the naval service of the United States:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, WOODROW WILSON, President of the United States of America, by virtue of the power and authority vested in me by the said Act of Congress approved July 1, 1918, do hereby on behalf of the United States, take title to and authorize the Secretary of the Navy to take possession of the following described tracts of land:

TRACT NO. 1.

Additional land needed for the enlargement of the Naval Training Station, Great Lakes, Ill.

All those three certain parcels of land or interests therein not owned by the United States, situate, lying and being in the County of Lake, State of Illinois, adjacent to or in the vicinity of the Naval Reservation, Naval Training Station, Great Lakes, Ill., which said three parcels of land are more definitely described as follows:

Parcel 1.

All that part of the fractional S. E. $\frac{1}{4}$ of Sec. 33, T. 45 N, R. 12 E of the 3d P. M. County of Lake, State of Illinois, fronting on Lake Michigan and lying to the southeast of the right of way of the Elgin, Joliet & Eastern R. R., containing in all thirty-six (36) acres more or less, together with improvements and all riparian rights, privileges, easements and other

rights whatsoever, including rights in streets and alleys and public and private ways appurtenant or appertaining in any way to said above described parcel of land, including also all privately owned rights in the under-water lands of Lake Michigan lying in front of the above described parcel of land.

Parcel 2.

Beginning for the same at a point in the shore line of Lake Michigan which point is distant six hundred feet more or less north of the south line of Sec. 4 T 44 N, R 12 E of 3d P. M., and also marks the intersection of the northerly boundary line of the Naval Reservation, Great Lakes, Ill., with the said shore line of Lake Michigan; thence in a northerly direction following the said shore line of Lake Michigan to a certain point in said shore line, which said point is distant fifteen hundred and one and eighty-two hundredths feet (1501.82') more or less south of the north line of said Sec. 4 a distance of thirty-two hundred feet (3200') more or less; thence west on a line parallel to the north line of said Sec. 4 and distant therefrom fifteen hundred and one and eighty-two hundredths feet (1501.82') more or less to the easterly line of Champlain Street, as said street is shown on a certain plat of the Woodland Bluffs Subdivision of a part of the fractional N. E. $\frac{1}{4}$ of said Sec. 4, which said plat was recorded July 2, 1896, among the land records of Lake County, Illinois, as document #65331 in Book "D" of Plats, page 35, a distance of eight hundred and eighty feet (880') more or less; thence north turning at right angles and following the easterly line of said Champlain Street, a distance of nine hundred and twenty feet (920') more or less; thence west turning at right angles on a line parallel with the northerly line of Second Avenue, North Chicago, Ill., to a point in the east line of the N. W. $\frac{1}{4}$ of said Sec. 4, which point is distant five hundred and ten feet and forty hundredths of a foot more or less south of the southerly line of the right of way of the Elgin, Joliet & Eastern R. R., a distance of four hundred and ninety feet (490') more or less; thence south turning at right angles and following the east line of the N. W. $\frac{1}{4}$ of said Sec. 4 to a certain point in said line, which point is distant five hundred and three feet (503') more or less north of the northerly line of Second Avenue, North Chicago, Ill., a distance of three hundred and thirty-five feet (335') more or less; thence west turning at right angles on a line parallel to the northerly line of said Second Avenue and distant therefrom five hundred and three feet (503') more or less a distance of one hundred and ninety-eight and seventy-five hundredths feet (198.75') more or less to the center of a certain switch track connecting the Elgin, Joliet & Eastern R. R. with the Chicago and Northwestern R. R.; thence southwesterly upon an 18° curve convex to the southeast along the center of said switch track to the easterly line of Marquette Street, a distance of two hundred and eighty feet (280') more or less; thence in a general southerly direction following the easterly line of Marquette Street to the north line of lot 1 of the northwest $\frac{1}{4}$ of said Sec. 4 a distance of one hundred and seventy feet (170') more or less; thence west following the north line of said lot #1 to the easterly line of the right of way of the Chicago & Northwestern R. R. as said right of way is shown on a certain plat recorded among the land records of Lake County, Ill., Sept 28, 1892 as document 51094 in Book "C" of Plats, page 37, a distance of five hundred feet (500') more or less; thence in a southwesterly direction following the easterly line of the right of way of the Chicago and Northwestern R. R. and then following the easterly line of the highway leading from Lake Forest to Waukegan, known as the Waukegan Road, to the northwest corner of the Naval Reservation, Great Lakes, Ill., a distance of thirty-five hundred and thirty feet (3530') more or less; thence easterly following the northerly line of said Naval Reservation to the point of beginning, a distance of thirty-three hundred and fifty-five feet (3355') more or less. Containing in all two hundred and twenty-three and seventy-two hundredths acres (223.72) more or less, together with all improvements, easements, riparian rights, privileges and other rights whatsoever, including rights in streets, and alleys and public and private ways appurtenant or appertaining in any way to said above described parcel of land, including also all privately owned rights in the under water lands of Lake Michigan in front of the above described parcel of land.

Parcel 3.

Beginning for the same in the westerly line of the right of way of the Chicago, Lake Shore & Milwaukee R. R., which point is also the point of intersection of the south line of the N. E. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of Sec. 14, T 44 N, R 12 E of the 3d P. M., County of Lake, State of Illinois, with the westerly line of the said right of way of the Chicago, Lake Shore and Milwaukee R. R., said point being distant seventy-five feet (75') more or less west of the east line of said Sec. 17; thence in a northerly direction following the westerly line of said right of way to its point of intersection with the south line of Sec. 5, T 44 N, R 12 E of the 3d P. M., a distance of sixty-six hundred feet more or less; thence west following the south line of said Sec. 5 a distance of four hundred and twenty-five feet (425') more or less; thence north turning at right angles to the south line of the N. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of said Sec. 5, a distance of thirteen hundred and twenty feet (1320') more or less; thence west turning at right angles and following the south line of the N. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of the said Sec. 5 to the east line of lot #11 as said lot is shown on a plat of the North Chicago Industrial Subdivision of a part of the N. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of said Sec. 5, which said plat is recorded among the land records of Lake County, Illinois, June 24, 1912 as document #141926 in Book "I" of Plats, p. 35, a distance of thirty feet (30') more or less; thence north turning at right angles and following the east line of said lot 11 a distance of four hundred and one and twenty hundredths feet (401.20') more or less; thence west turning at right angles and following the northerly line of said lot #11 to the easterly line of Rush Street as shown on said plat of North Chicago Industrial Subdivision, a distance of two hundred and seventeen and forty hundredths feet (217.40) more or less; thence south turning at right angles and following the easterly line of said Rush Street a distance of four hundred and one and twenty hundredths feet (401.20') more or less; thence west turning at right angles a distance of sixty-four feet (64') more or less to the westerly line of said Rush Street; thence north turning at right angles and following the westerly line of said Rush Street to the north line of lot #21 as shown on plat aforesaid of the North Chicago Industrial Subdivision a distance of one hundred and fifty feet (150') more or less; thence west turning at right angles and following the northerly line of said lot #21 a distance of one hundred and seventy-six and thirty hundredths feet (176.30') more or less to the southeasterly corner of lot #19 as shown on plat aforesaid of the North Chicago Industrial Subdivision; thence north turning at right angles and following the easterly line of said lot 19 to the southerly line of the right of way of the North Chicago Switch R. R. a distance of four hundred and forty-eight and twenty hundredths feet (448.20') more or less; thence north continuing along the prolongation of said last described line across the right of way of the said North Chicago Switch R. R. to the southerly line of lot #17, as shown on plat aforesaid of the North Chicago Industrial Subdivision; a distance of forty feet (40') more or less; thence northeasterly following the southerly line of said lot #17 to the westerly line of Rush Street aforesaid, a distance of two hundred and fifteen feet (215') more or less; thence north following the westerly line of said Rush Street to its point of intersection with the southerly line of Morrow Avenue a distance of one hundred and forty feet (140') more or less; thence in a southwesterly direction following the southerly line of said Morrow Avenue to its point of intersection with the south line of the N. W. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of Sec. 5 aforesaid, a distance of seventeen hundred and ninety feet (1790') more or less; thence west following the south line of the N. W. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of said Sec. 5 and then following the south line of the N. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$ of said Sec. 5 to its point of intersection with the easterly line of a certain public road known as the Green Bay Road, a distance of twenty-three hundred feet (2300') more or less; thence in a generally southeasterly direction following the easterly line of the said Green Bay Road to its point of intersection with the south line of Sec. 8, T 44 N, R 12 E of the 3d P. M. a distance of six thousand five hundred and fifty-four feet (6554') more or less; thence east following the south line of said Sec. 8 to the northwest corner of the N. E. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of Sec. 17, T 44 N, R 12 E of the 3d P. M., a distance of two

thousand four hundred and fifty (2450') feet more or less; thence south turning at right angles and following the west line of the N. E. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of said Sec. 17 a distance of thirteen hundred and twenty feet (1320') more or less; thence east turning at right angles and following the south line of the N. E. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of said Sec. 17 to the point of beginning, a distance of twelve hundred and forty-five (1245') feet more or less. Containing in all six hundred and forty-nine and fifteen hundredths (649.15) acres more or less, together with improvements and all easements, rights and privileges whatsoever, including all right, title and interest in streets and alleys appurtenant or appertaining in any way to said above-described parcel of land; excepting however, from said above described parcel of land so much of the right of way of the Elgin, Joliet & Eastern R. R., so much of the right of way of the North Chicago Switch R. R. and so much of Morrow Ave. as lies within the boundaries thereof.

The three above described parcels of land being shown on a certain map on file in the office of the Solicitor, Department of the Navy, which said map bears the legend, "Map showing Property to be Acquired Adjacent to U. S. Naval Training Station, Great Lakes, Ill., date, Aug. 16, 1918, W. A. Moffett, Commandant."

TRACT NO. 2.

Additional Land Adjoining Navy Yard, Puget Sound, Wash.

All those three certain parcels of land or interests therein not owned by the United States, situate, lying and being in the County of Kitsap, State of Washington, adjacent to the Naval Reservation, Puget Sound, Bremerton, Wash., which said three parcels of land are more definitely described as follows:

Parcel #1.

Beginning for the same at a point in the east boundary line of the Naval Reservation, Puget Sound, Washington, which point marks the intersection of the dividing line between lots 11 and 12, Block 11 of the Town of Bremerton, Kitsap County, Washington, according to the original plat of said town on file in the office of the Auditor of Kitsap County, Washington, prolonged in a westerly direction with the said easterly boundary line of said Naval Reservation; thence in an easterly direction following the said dividing line between the said lots 11 and 12 prolonged across Pacific Avenue in said town to the dividing line between lots 2 and 3, Block 10 in said town; thence continuing in an easterly direction with said dividing line between said lots 2 and 3 to the westerly line of the certain fourteen foot alley in said Block 10, a distance of two hundred and eighty-four feet (284') more or less; thence south turning at right angles and following the westerly line of said alley to its intersection with the northwesterly line of Washington Avenue in said town, a distance of thirteen feet (13') more or less; thence in a southeasterly direction and crossing Washington Avenue in a straight line to a point in the south line of Washington Avenue which point marks the intersection of the southeasterly line of Washington Avenue with the dividing line between lots 8 and 9, Block 1, in said town, a distance of seventy feet (70') more or less; thence continuing in a general southeasterly direction following the dividing line between lots 8 and 9 as said line is prolonged to its point of intersection with the Outer Harbor line of the town of Bremerton, as such Outer Harbor line is now or may hereafter be established, a distance of seven hundred and fifty feet (750') more or less; thence in a southwesterly and then westerly direction following the said Outer Harbor line to its point of intersection with the easterly boundary line of the Naval Reservation aforesaid prolonged in a southerly direction a distance of seven hundred and ninety-four feet (794') more or less; thence in a northerly direction following the said easterly boundary line of the Naval Reservation to the point of beginning, a distance of nine hundred and fifty feet (950') more or less together with improvements and all riparian rights, privileges, easements and other rights whatsoever, including rights in streets and alleys and public and private ways appurtenant or apper-

taining in any way to said above described parcel of land, including also all privately owned rights in the under-water lands lying between the high water line of the said above described parcel of land and the Outer Harbor line aforesaid, as said line is now or may hereafter be established.

Parcel #2.

Beginning for the same at a point in the northeast corner of the boundary line of the Naval Reservation, Puget Sound, Bremerton, Washington, which point also marks the point of intersection of the southerly line of Burwell Avenue in said town with the westerly line of a certain fifteen feet alley adjoining on the west lot #6, Block 13 in said town of Bremerton; thence in an easterly direction following the southerly line of said Burwell Avenue to a certain point which point marks the intersection of the southerly line of said Burwell Avenue with the dividing line between lots 22 and 23 in Block 13 in said town of Bremerton a distance of five hundred and twenty-five feet (525') more or less; thence in a southerly direction turning at right angles and following the dividing line between said lots 22 and 23 a distance of one hundred and twenty-five feet (125') more or less to a certain fourteen foot alley extending along the southerly side of said Block 13; thence in a westerly direction turning at right angles and following the southerly line of Lot 22 in said Block 13 a distance of fourteen feet (14') more or less; thence in a southerly direction turning at right angles a distance of fourteen feet (14') to a corner in the easterly boundary line of said Naval Reservation which corner also marks the point of intersection of the southerly line of a fourteen foot alley extending along the southerly side of Block 13 with the westerly line of a fourteen foot alley extending along the westerly side of Block 12 in said town of Bremerton; thence in a westerly direction following the northerly boundary line of the said Naval Reservation a distance of five hundred and eleven feet (511') more or less; thence in a northerly direction continuing along the easterly line of the said Naval Reservation to the point of beginning, a distance of one hundred and thirty-nine feet (139') more or less. Together with improvements, easements, privileges and other rights whatsoever, including rights in streets and alleys and public and private ways appurtenant or appertaining in any way to the said above described parcel of land.

Parcel #3.

✓ All that certain tract of land at the northwest corner of the Naval Reservation, Puget Sound, Bremerton, Washington, embraced within the N. W. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ and the N. E. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of Sec. 23, T 24 N, R 1 E. W. M. in Kitsap County, State of Washington, containing in all twenty acres (20) more or less together with improvements, easements, privileges and other rights whatsoever, including rights in streets and alleys and public and private ways appurtenant or appertaining in any way to the said above described parcel of land.

Said above described parcels #1 and #2 being shown on a certain blueprint on file in the office of the Solicitor, Department of the Navy, which blueprint bears the legend, "Navy Yard, Puget Sound, Washington, Nov. 17, 1916. Proposed ship-building ways and available Bremerton property for yard extension. L. E. Gregory, Civil Engineer, U. S. N.-7 B-294."

TRACT No. 3.

Land Needed for the Permanent United States Marine Corp Base at Quantico, Va.

All those three certain parcels of land or interests therein not owned by the United States, situate, lying and being in the County of Prince William, State of Virginia, which said three parcels of land are more definitely described as follows:

Parcel 1.

Beginning for the same at a certain point in the low water line of the Potomac River, which said point marks the intersection of the low water

line of the Potomac River with the center line of Fifth Avenue in the town of Quantico, Prince William County, Va. prolonged in an easterly direction; thence northeasterly following the low water line of the Potomac River to the south side of a certain fill and wharf at the foot of Potomac Avenue in said town of Quantico; thence around the perimeter of said fill and wharf to the point of intersection of the low water line of the Potomac River with the north line of Potomac Avenue in said town of Quantico prolonged in an easterly direction; thence westerly along said north line of Potomac Avenue prolonged to a certain iron pipe which said pipe is located one hundred and forty-one and ten hundredths feet (141.10') more or less east of the east line of lot 28, Block 4, Sec. A of a certain plat of lots of the said town of Quantico, which said plat is recorded among the land records of Prince William County, Va.; thence in a general southwesterly direction turning at right angles to an iron pipe in the center line of Fifth Avenue aforesaid prolonged in an easterly direction; thence in a general westerly direction turning at right angles and following the said center line of Fifth Avenue to the westerly line of the right of way of the Richmond, Fredericksburg & Potomac R. R.; thence in a general northeasterly direction following the westerly line of the said right of way of the Richmond, Fredericksburg & Potomac R. R. to its point of intersection with the low water line of Quantico Creek; thence in a general northwesterly direction following the low water line of said Quantico Creek to its intersection with the certain line mentioned in a conveyance from Hugh B. Hutchison to the Quantico Company, Inc.; thence south thirty-two degrees thirty minutes west three thousand and sixty-four feet (3064') more or less to the land of Shackelford; thence southwesterly along the land of Shackelford and then the land of Fick to Little Creek; thence along Little Creek about south eighty-six degrees forty-eight minutes west to an iron pin; thence south eighty-six degrees forty-eight minutes west a distance of four hundred and forty-five and seventy hundredths feet (445.70') more or less; thence north eighty-seven degrees five minutes west a distance of six hundred feet (600') more or less; thence north sixty-seven degrees thirty minutes west a distance of three hundred and seventy feet (370') more or less; thence south eighty-two degrees fifty minutes west a distance of three hundred and twenty-eight feet (328') more or less; thence north forty-five degrees twenty-five minutes west a distance of two hundred and eighty feet (280') more or less; thence north five degrees twenty minutes east a distance of four hundred and nine and thirty hundredths feet (409.30') more or less; thence north fifty degrees, no minutes west a distance of four hundred and ten feet (410') more or less; thence north ten degrees thirty-five minutes west, a distance of five hundred and forty feet (540') more or less; thence north fifty-four degrees twenty-five minutes west a distance of four hundred and fifty feet (450') more or less; thence north sixteen degrees twenty-five minutes west a distance of four hundred feet (400') more or less; thence north thirty-five degrees six minutes west a distance of three hundred and thirty-two and eighty hundredths feet (332.80') more or less; thence north six degrees twenty-five minutes west a distance of seven hundred feet (700') more or less; thence north twenty-one degrees twenty minutes west a distance of two hundred and forty feet (240') more or less; thence north forty-two degrees fifty-six minutes west a distance of five hundred and fifty feet (550') more or less; thence north ten degrees fifty two minutes west a distance of five hundred and forty-four and seventy hundredths (544.70') feet more or less; thence north forty-six degrees twenty-four minutes west a distance of three hundred and seventy-four and forty hundredths feet (374.40') more or less; thence north sixty-five degrees sixteen minutes west a distance of six hundred and twenty feet (620') more or less; thence north twenty degrees no minutes west a distance of four hundred and fifty feet (450') more or less; thence north forty-nine degrees forty minutes west a distance of two hundred and ten feet (210') more or less; thence south forty-one degrees no minutes west a distance of fifty feet (50') more or less; thence south twenty degrees twenty-eight minutes east a distance of one hundred and twenty-four and fifty hundredths feet (124.50') more or less to an iron pipe; thence north fifty-two degrees three minutes west along the County Road a distance of two thousand four hundred and ninety-two

feet (2492') more or less to an iron pipe; thence south three degrees twenty-five minutes west five hundred and twenty-seven and forty hundredths feet (527.40') more or less to an iron pipe; thence north fifty-two degrees five minutes west a distance of five hundred and fifteen and sixty hundredths feet (515.60') more or less; thence south eighteen degrees one minute west a distance of three hundred and seventy feet (370') more or less; thence south twenty-four degrees forty minutes west a distance of eight hundred and fifteen feet (815') more or less; thence south twenty-five degrees twenty-six minutes west a distance of one thousand two hundred and eighteen and eighty hundredths feet (1218.80') more or less to an iron pipe; thence north seventy-five degrees three minutes west a distance of two thousand nine hundred and thirty-one and forty hundredths feet (2931.40') more or less to an iron pipe; thence north ten degrees twenty-one minutes east a distance of one thousand nine hundred and ninety and twenty hundredths feet more or less to an iron pipe; thence north forty degrees fifteen minutes west a distance of one thousand one hundred and fourteen and eighty hundredths feet (1114.80') more or less to an iron pipe; thence south thirty-two degrees twelve minutes west a distance of seven hundred and ninety-four and ten hundredths feet (794.10') more or less to an iron pipe; thence north forty-seven degrees fifty minutes west a distance of one thousand four hundred and thirty-eight and fifty hundredths feet (1438.50') more or less to a white oak tree; thence north fifty-one degrees thirty-seven minutes east a distance of one thousand two hundred and eighty-four feet (1284') more or less to an iron pipe two and fifty hundredths feet (2.50') southwest of a pine tree; thence north fifty-nine degrees twelve minutes west a distance of two hundred and eight feet (208') more or less to the center line of the County Road; thence along the center line of the County Road north forty-two degrees forty-three minutes west a distance of seven hundred and forty feet (740') more or less; thence continuing along the center line of the County Road north fifty-nine degrees fifty-three minutes west a distance of three hundred and forty-two and sixty hundredths feet (342.60') more or less; thence continuing along the center line of the County Road north eighty-three degrees thirty-two minutes west a distance of two hundred and twenty-five feet (225') more or less; thence south seventy-nine degrees five minutes west a distance of three hundred feet (300') more or less to an iron pipe on the south side of the County Road; thence south one degree fifty minutes east a distance of six hundred and thirty-two and thirty hundredths feet (632.30') to an iron pipe; thence south twelve degrees fifty-seven minutes east a distance of two hundred and thirty-one feet (231') more or less to an iron pipe; thence south twenty-six degrees thirty-four minutes east a distance of two hundred and thirty-nine and twenty hundredths feet (239.20') more or less to an iron pipe near a cedar stump and two stones; thence south thirty-one degrees fifty-four minutes west a distance of five thousand three hundred and eighty-six feet (5386') more or less to an iron pipe near a stone in a small branch; thence south sixty-one degrees fifty-six minutes east a distance of two thousand seven hundred and sixty-seven feet (2767') more or less to an iron pipe; thence south seven degrees fifty-five minutes west a distance of five thousand three hundred and forty-three feet (5343') more or less to a cedar stake which stake is distant five and seventy hundredths feet (5.70') more or less from old marked beech tree and seven feet (7') more or less from old marked dogwood pointers to Chopawamsic Creek; thence along Chopawamsic Creek south seventy-two degrees no minutes east a distance of three hundred feet more or less; thence south forty-eight degrees forty-five minutes east a distance of two hundred and sixty feet more or less; thence along the old bed of Chopawamsic Creek north thirty-four degrees ten minutes east a distance of three hundred and seventy feet (370') more or less; thence south fifty-eight degrees five minutes east a distance of four hundred and seventy feet more or less; thence south thirty-four degrees no minutes east a distance of two hundred and sixty feet (260') more or less; thence south one degree no minutes west a distance of three hundred feet more or less; thence south eighteen degrees forty minutes east a distance of two hundred and sixty feet (260') more or less; thence south fifty-three degrees five minutes east a distance of three hundred and thirty feet (330') more or less; thence south five degrees fifty-six minutes east a distance of five hundred and sixty-two

and forty hundredths feet (562.40') more or less to a certain point which point marks the intersection of the center line of the main channel of Chopawamsic Creek with the Richmond and Washington Highway; thence in a general easterly direction following the center line of the said main channel of Chopawamsic Creek to its point of intersection with the low water line of the Potomac River; thence in a general northeasterly direction following the low water line of the Potomac River to the point of beginning. Containing in all forty-nine hundred (4900) acres more or less. Together with improvements and all riparian rights, privileges, easements and other rights whatsoever, including rights in streets and alleys and public and private ways appurtenant or appertaining in any way to said above described parcel of land, and also including all privately owned rights in the under-water lands in the Potomac River, Quantico Creek and Chopawamsic Creek, lying in said above described parcel of land. There is, however, excepted from the said above described parcel of land, so much of the right of way of the Richmond, Fredericksburg & Potomac R. R. as lies within the boundaries thereof.

Parcel #2.

Beginning for the same at the southeast corner of Potomac Avenue and Broadway in said town of Quantico, Prince William County, Va.; thence in a general southerly direction following the easterly line of said Broadway a distance of one hundred and ten feet more or less to the northerly line of a certain alley; thence turning at right angles and in a general easterly direction following the northerly line of said alley a distance of fifty feet more or less; thence turning at right angles in a general northerly direction on a line parallel with the easterly line of said Broadway a distance of one hundred and ten feet (110') more or less to the southerly line of Potomac Avenue; thence turning at right angles in a general westerly direction and following the southerly line of Potomac Avenue to the point of beginning a distance of fifty feet (50') more or less. Containing in all fifty-five hundred (5500) square feet more or less, which said parcel of land is known as lot #1, Block 5, Sec. A of a plot of lots shown on a subdivision of Quantico, filed among the land records of Prince William County, Va. Together with improvements, privileges, easements and other rights whatsoever, including rights in streets and alleys and public and private ways appurtenant or appertaining in any way to said above described parcel of land.

Parcel #3.

Beginning for the same at a cedar stake that is described in the deed to the Hutchison property as a cedar stake five and seventy hundredths (5.70') feet from old marked beach tree and seven feet (7') from old marked dogwood pointers; thence along the boundary line between the land now or late of Hutchison and the land of Reed north seven degrees fifty-five minutes east a distance of three hundred and sixty-two feet and fifty hundredths of a foot (362.50') more or less; thence south seventy-three degrees twenty minutes west a distance of six hundred and fifty-eight and eighty hundredths feet (658.80') more or less; thence north sixty-six degrees forty minutes west a distance of seven hundred and eighty-five feet (785') more or less; thence south thirty-six degrees twenty minutes west a distance of nine hundred and sixty-two and twenty hundredths feet (962.20') more or less to a point on the south bank of Chopawamsic Creek; thence south forty-six degrees ten minutes east a distance of three hundred and thirty-nine and fifty hundredths feet (339.50') more or less; thence south fifty-two degrees forty minutes east a distance of six hundred and thirty-one and sixty hundredths feet (631.60') more or less; thence north seventy-three degrees twenty minutes east a distance of five hundred and seventy and twenty hundredths feet (570.20') more or less; thence north twenty-one degrees thirty minutes east a distance of three hundred and ninety-three and eighty hundredths feet (393.80') more or less; thence north four degrees forty minutes east a distance of four hundred and thirty feet and sixty hundredths of a foot (430.60') more or less; thence south seventy-one degrees thirty-five minutes east a distance of two hundred and

seventy-six and forty hundredths feet (276.40') more or less; thence north forty-five degrees forty-eight minutes east a distance of one hundred and fifty hundredths feet (100.50') more or less to the point of beginning. Containing in all thirty-four acres more or less. Together with improvements, privileges, easements and other rights whatsoever, including rights in streets and alleys and public and private ways appurtenant or appertaining in any way to said above described parcel of land.

Said above described parcels #1 and #2 are shown on a certain blue-print on file in the Office of the Solicitor, Department of the Navy, which said blue print bears the following legend, "Topographical Map of the U. S. Marine Corp Reservation, Quantico, Va., by Capt. W. G. Emory, U. S. M. C. * * * by direction Lt. Col. R. H. Dunlap, U. S. M. C., Commanding Artillery Force, Sept. 1917, outlining land proposed to be acquired, accompanying report of Board, 1-25-18".

Parcel #3 is shown on a certain tracing on file in the Office of the Solicitor, Department of the Navy, which tracing bears the legend, "Survey of Plot Containing Government Water Plant."

The several tracts of land above described together with all improvements thereon and all rights and privileges appurtenant or appertaining in any way thereto are hereby declared to be and the same are set apart for use for naval purposes and are placed under the exclusive control of the Secretary of the Navy who is authorized and directed to take immediate possession thereof in accordance with the terms of said act on behalf of the United States, for the purposes aforesaid.

The Secretary of the Navy is authorized and directed to take such steps as may in his judgment be necessary for the purpose of conducting negotiations with the owners of property or rights whatsoever therein within the said above described tracts of land for the purposes of ascertaining the just compensation to which said owners are entitled in order that compensation therefor may be made in accordance with the provisions of the Act aforesaid. All owners of land and improvements, title and possession of which are taken hereunder in accordance with the terms of the Act hereunder and all persons having claims or liens in respect thereto are hereby notified to appear before the Board to be appointed by the Secretary of the Navy and present their claims for compensation for consideration by the said Board in accordance with the provisions of the Act aforesaid.

All persons residing within said above described tracts of land or owning movable property situate thereon are hereby notified to vacate the said tracts of land and to remove therefrom all movable property within thirty days from the date of this proclamation.

~~In Testimony Whereof~~, I have hereunto set my hand and caused the seal of the United States to be affixed.

Done in the District of Columbia this 4th day of November, in the year of our Lord, One thousand Nine Hundred and Eighteen and
 [SEAL.] of the Independence of the United States of America the one hundred and forty-third.

WOODROW WILSON

By the President
 ROBERT LANSING
 Secretary of State.

[No. 1493.]

AB

CHAPTER 16L

[S. B. 264.]

GRANT TO UNITED STATES OF BREMERTON HARBOR.

AN ACT granting to the United States of America the right to use certain harbor in front of the City of Bremerton for naval purposes and providing for the reversion of such title.

Be it enacted by the Legislature of the State of Washington:

SECTION 1. There is hereby granted to the United States of America the right to use for naval purposes the following described harbor area in front of the city of Bremerton, to-wit:

Grant of harbor for naval purposes.

All harbor area belonging to the State of Washington and lying westerly of the line between Lots 8 and 9, Block 1 of the Town of Bremerton produced southeasterly to and across the harbor area to the outer harbor line, as shown on the official maps of Bremerton Tide Lands filed in the office of the Commissioner of Public Lands at Olympia, Washington, February 28, 1913; it being the intention to include in the above description all of the harbor area embraced within the area designated as Parcel 1 of Tract No. 2 in the proclamation of the President of the United States relating to title to and possession of land for naval purposes dated November 4, A. D. 1918.

Sec. 2. Whenever the lands designated in the said presidential proclamation as Parcel 1 of Tract No. 2 (including the harbor area described in section 1 of this act) shall cease to be held and used for naval purposes, the right to use the said harbor area belonging to the State of Washington shall be terminated thereby, and the title shall revert to the State of Washington.

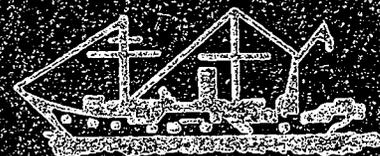
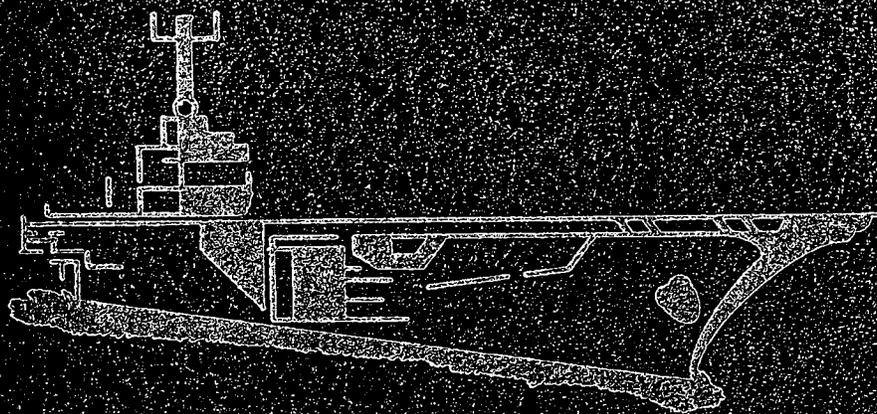
Reversion to state.

Passed the Senate March 3, 1919.

Passed the House March 13, 1919.

Approved by the Governor March 18, 1919.

APPENDIX II



NIPSYIC to NIMITZ

A Centennial History of Puget
Sound Naval Shipyard

By Louise M. Reh and Helen Lou Ross

DEDICATED
TO
THE MEN AND WOMEN
OF
THE PUGET SOUND NAVAL SHIPYARD

INTRODUCTION

NIPSIC TO NIMITZ is an exciting story of the United States Navy in the Pacific Northwest. From the pioneering days of the initial survey party and the establishment of the Puget Sound Naval Station in 1891, the hundred year history of what is now the Puget Sound Naval Shipyard is a tribute to the men and women, both civilian and military, who had the foresight and vision to plan for the future and the skill and determination to ensure that the Shipyard was fully capable of fulfilling its role in time of war and in insuring the peace.

The story begins with the singular determination of Lieutenant Ambrose Wyckoff, but its strength is the unfolding of the contribution of command leadership and the documentation of the accomplishments of each succeeding generation of the civilian workforce. It is the story of sails and coal to nuclear power, dry docks and shop facilities, ships overhauled and repaired. It is the history of the growth of the Shipyard's industrial strength in support of the needs of the United States Fleet.

Truly the Shipyard of today is far beyond what Lieutenant Wyckoff ever envisioned and provides a lesson for the next century, that the world of human accomplishment holds no bounds. The Shipyard is poised to continue improving its capabilities through innovation and hard work.

Arthur Clark
Captain, United States Navy

Captain Clark is Commander of the Puget Sound Naval Shipyard and has been selected for the rank of Rear Admiral.

NIPSIC TO NIMITZ

A Centennial History of Puget Sound Naval Shipyard

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Inside front cover U.S.S. NIPSIC

Larry Jacobson

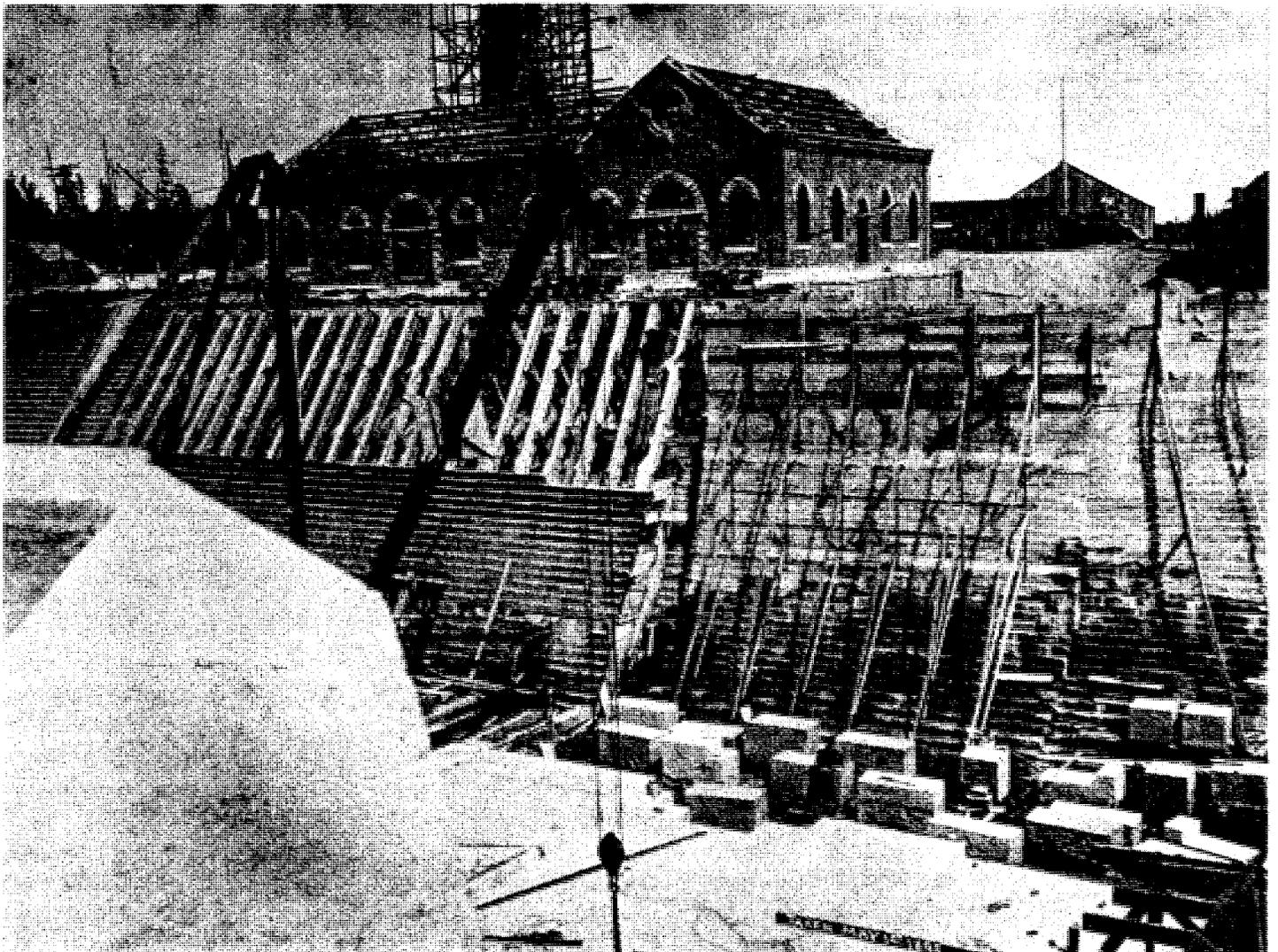
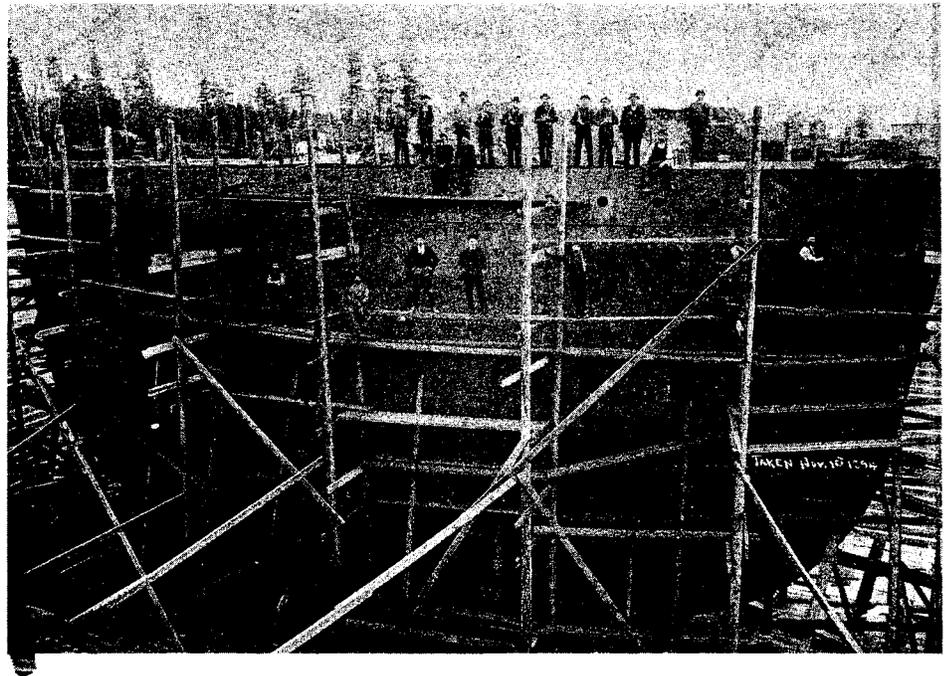
Inside back cover U.S.S. NIMITZ

Steve Zugschwerdt, SUN

Nipsic to Nimitz

The basic steel structure of the caisson (gate) for Dry Dock 1 was manufactured in Newburgh, New York. A March 1894 communication from Civil Engineer P. C. Asserson at the New York Navy Yard to the Chief of the Bureau of Yards and Docks in Washington D.C. reads: "A dry dock caisson constructed . . . for the dry dock at Puget Sound has been completed as far as is practicable before its final completion at the dock . . . The caisson with all appurtenances has been shipped on February 28, 1894, in the ship HENRY B. HYDE."

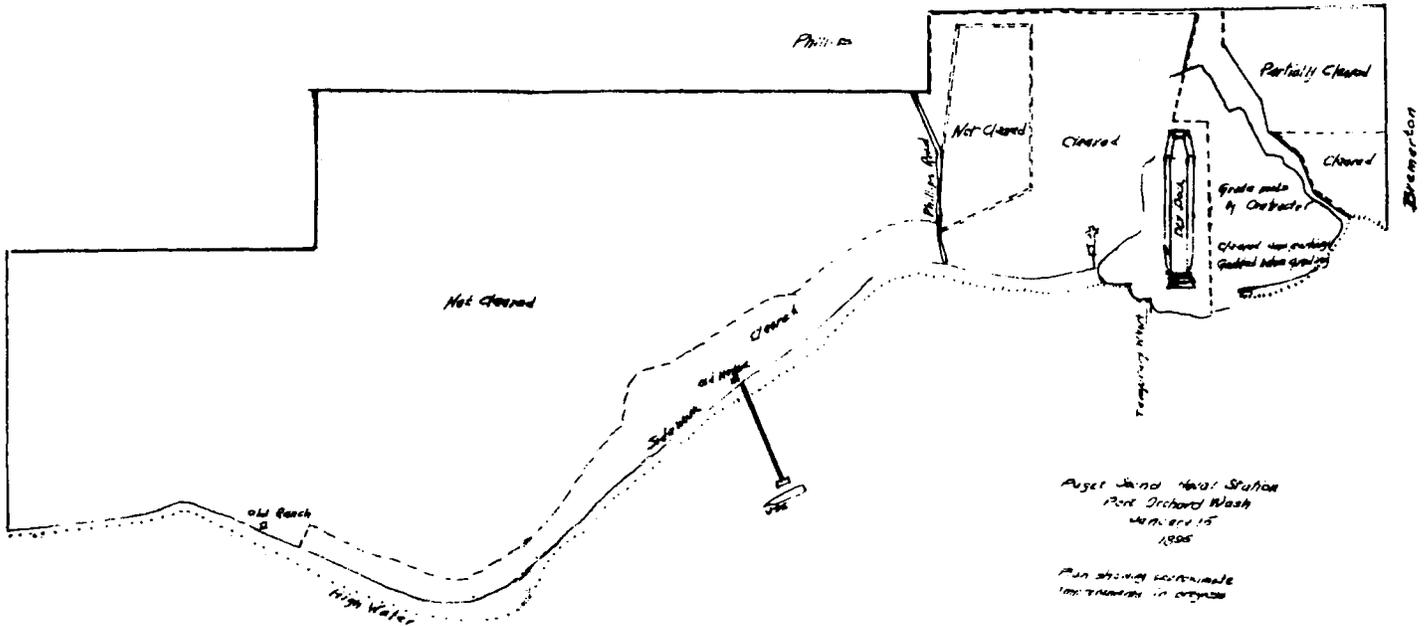
Puget Sound Naval Shipyard



Moran Brothers, who later built the battleship USS NEBRASKA, constructed Building 52, the pump house for Dry Dock 1. This 1895 picture shows the dock's wooden sides and the granite sill. The man standing in the foreground gives an idea of the size of the granite blocks.

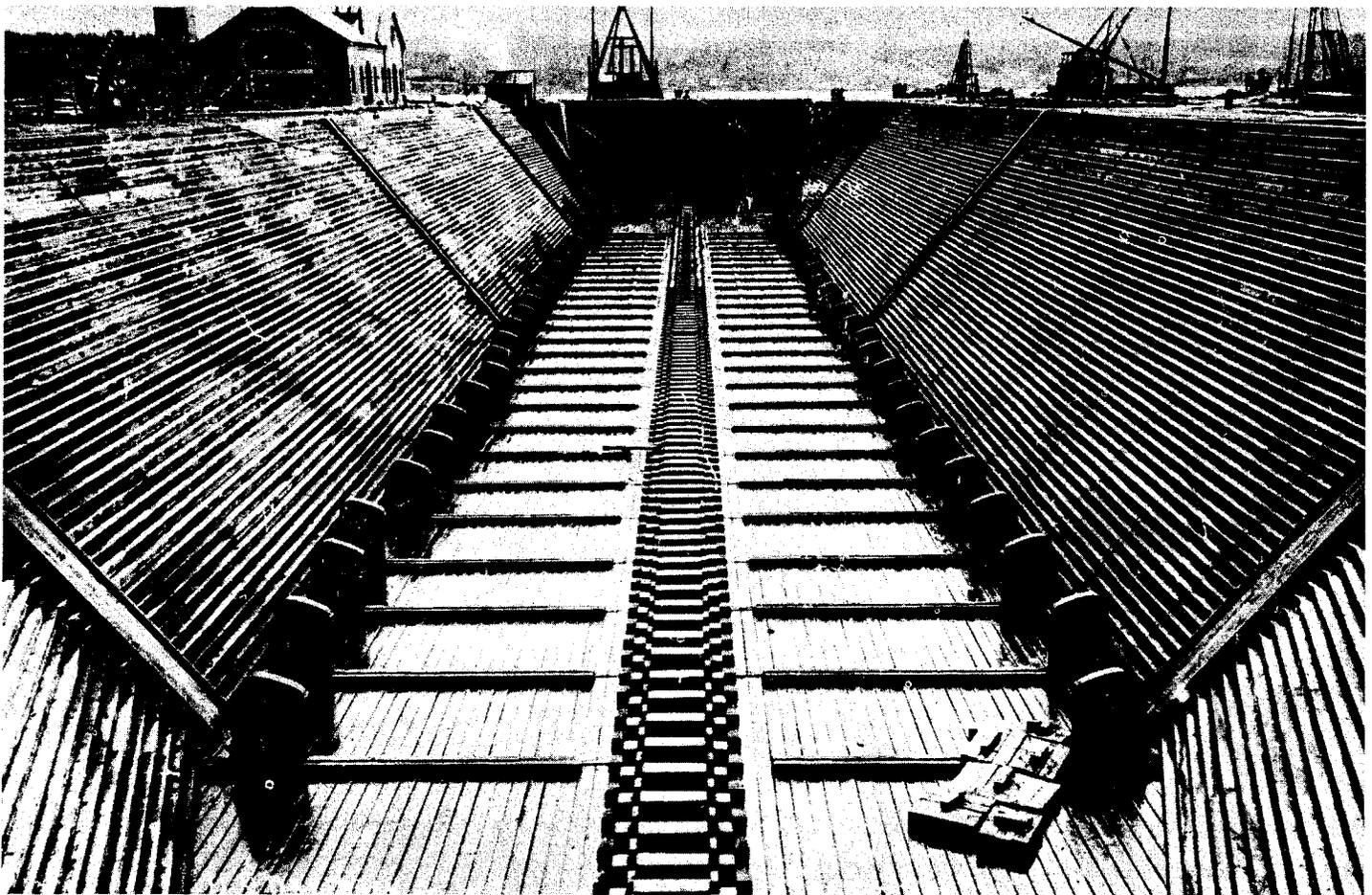
Centennial Book Committee

The Realization of A Dream



Only a small portion of land had been cleared when Civil Engineer Hollyday drew this map in 1895. He recorded Dry Dock 1 as under construction, and the wooden sidewalk (built by dock contractor) paralleling the waterfront from Charleston to the dry dock site. "USS" at dock's end refers to USS NIPSIC.

Puget Sound Naval Shipyard



The Station's first dry dock was constructed with wooden sides and keel blocks, except for the outboard 70 feet which was made of granite blocks. To the left of the dock stands the first power plant where Engineer James Gibboney was in charge. Dry Dock 1 was rebuilt in 1931, concrete replacing wood.

Puget Sound Naval Shipyard

Nipsic to Nimitz

Robert Moran and Company of Seattle built the dry dock's pumping plant. The plant boasted three large centrifugal pumps which could lift more than 110,000 gallons of water per minute.

When it was completed in April 1896, the dry dock was 650 feet in length, 130 feet in width and 39 feet in depth, making it the largest U.S. naval dry dock.¹⁵ Because of the destructive action of the teredo worm on wood, the first 70 feet of the entrance to the wooden dry dock were built of stone.

When the dock was ready for testing on April 23, steamers brought crowds of sightseers from Seattle and Tacoma. At 9 a.m. the coast defense monitor MONTEREY cast loose from her buoy in Sinclair Inlet and entered the mouth of the dry dock, across which a blue ribbon stretched. A Seattle newspaper reported:

The great ship daintily put her nose against the

silken barrier, as gracefully as a blooded racer, gently but panting to try its mettle; the ribbon parted amidst a murmur, a passing ripple . . . and the monitor glided into the dock."¹⁶

Naval officials, technical experts and civilians watched from along the coping. With the caisson in place, the pumps emptied the dry dock of its 14,000,000 gallons of water. Wyckoff had returned for the occasion. He, Morong and ex-Senator Allen rejoiced as the big ship settled on the long row of keel blocks, the hull became visible and the floor of the dock emerged.

A telegram sent to the Bureau of Yards and Docks read, "MONTEREY docked today with complete success." The terseness of the message concealed the delight of all concerned. That day, everything in the Station, including machinery, was open to inspection by the public. The boiler-installing company hosted the visitors at lunch on the steamer MARY F. PERLEY.



Navy coast defense monitor, USS MONTEREY, breaks the blue ribbon to be the first ship to enter the new dry dock. At the time, Dry Dock 1 was probably the third largest in the world.

Kitsap County Historical Society



Construction for Dry Dock 2 started in 1909 and forced the moving of Building 50 from the edge of the site. The hospital, completed in 1903, shows in upper left. Buildings 78 and 104 appear on the right.
Kitsap County Historical Society

Meyer, announced more changes. Now the Naval Constructor's authority would be limited and he would report to the Commandant, who would be the sole representative of the Navy Department in each Yard.

The new name of Consolidated Manufacturing Department was kept, but repair work was divided into Hull and Machinery Divisions. At Puget Sound, Commander A. H. Robertson of the Machinery Division had control of the machine shop, boiler shop, foundry, pattern shop, electrical shop and power plant. Naval Constructor J. D. Beuret was in charge of the Hull Division and its shipfitters, sheetmetal workers, joiners, riggers, laborers lobby, blacksmith, boat, paint and sail shops. Later, a separate Public Works Department was established.

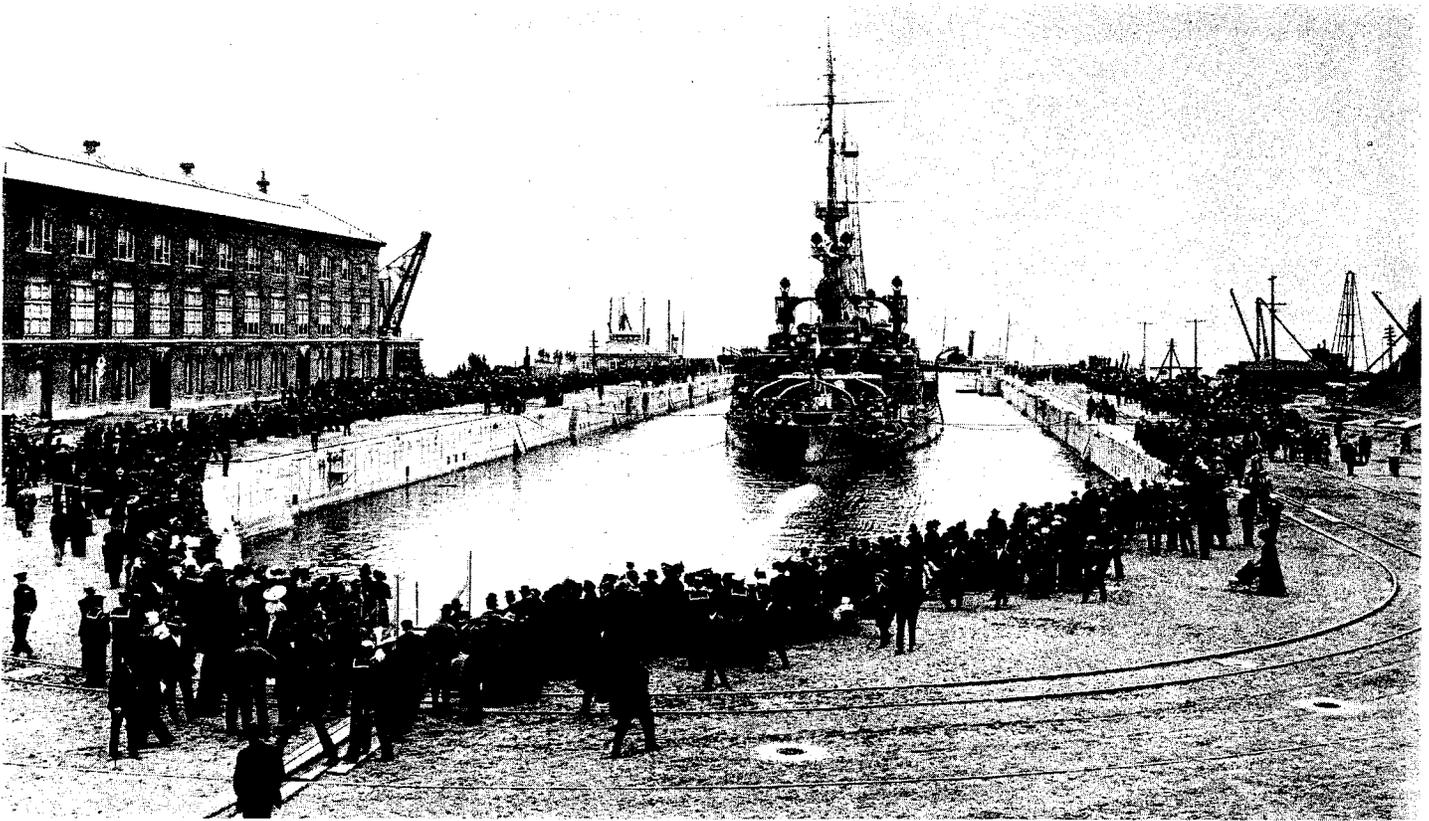
Early in February 1910, offices for the Naval Constructor were set up on the second floor of the Equipment Building. Inspectors and draftsmen moved into its sail loft. All administrative offices were to be moved from Building 50, which was dangerously close to the crumbling bank caused by excavation for the dry dock. The former General Office

Building was moved to the beach below the officers' quarters.

Shortly before the expected return of the Burwells to Seattle, the January 5, 1910, newspapers carried the sad news of Admiral Burwell's death in Wales after a short illness. The Navy Yard towns mourned the loss of their "staunchest supporter".²²

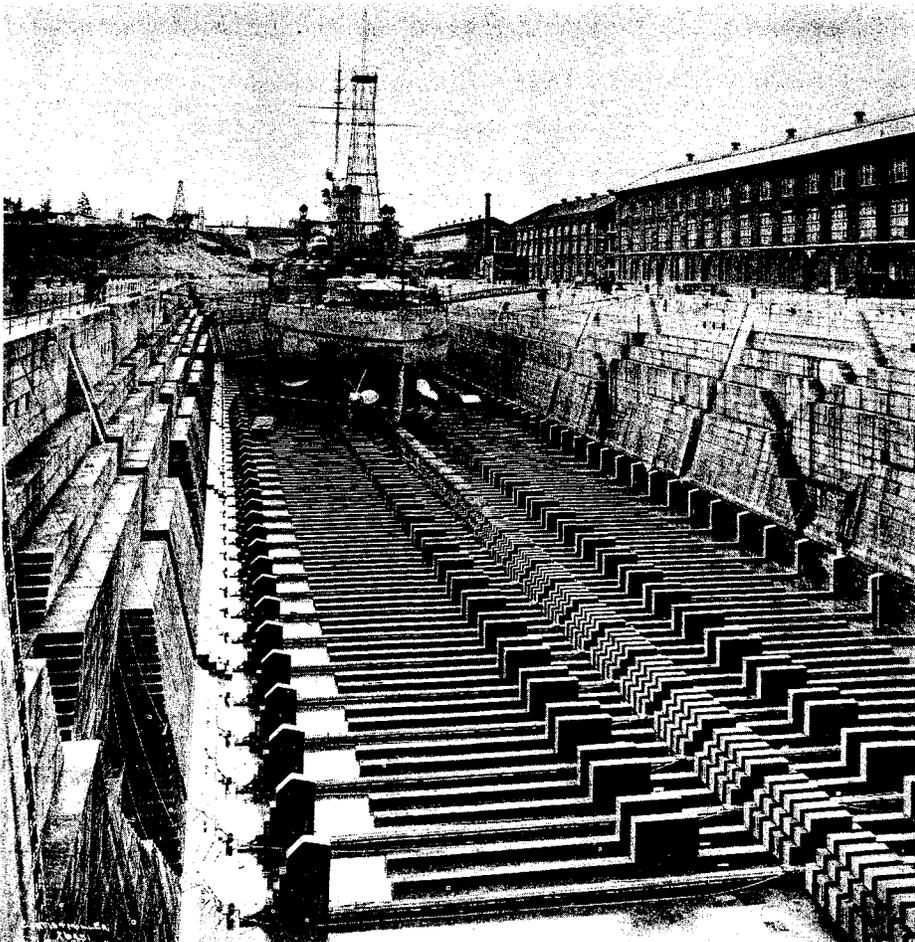
On July 10, 1910, Rear Admiral Rodgers' flag was lowered from PHILADELPHIA and Captain Vincenden L. Cottman became the new commandant.²³ That same year, Cottman became a Rear Admiral and the Commandant of the 13th Naval District, which until then had been under the cognizance of the Commandant of the 12th Naval District.²⁴

Excavation for the new dry dock was finished August 16, 1910, and Contractor Erickson's men began laying its foundation. The ceremony of the laying of the final stone took place April 27, 1912. The program for the event compared the statistics for the Yard's two dry docks. "In an emergency" the first dry dock could dock a ship drawing 29 feet, 10½ inches, while the new dock could accept one drawing



Yard personnel and visitors welcome an old friend, USS OREGON, as she participates in the opening of Dry Dock 2 on March 2, 1913.

Kitsap County Historical Society



Photographed from the south in the otherwise empty dry dock, OREGON dramatically portrays the size of Dry Dock 2, in comparison with Dry Dock 1, as pictured in Chapter One.

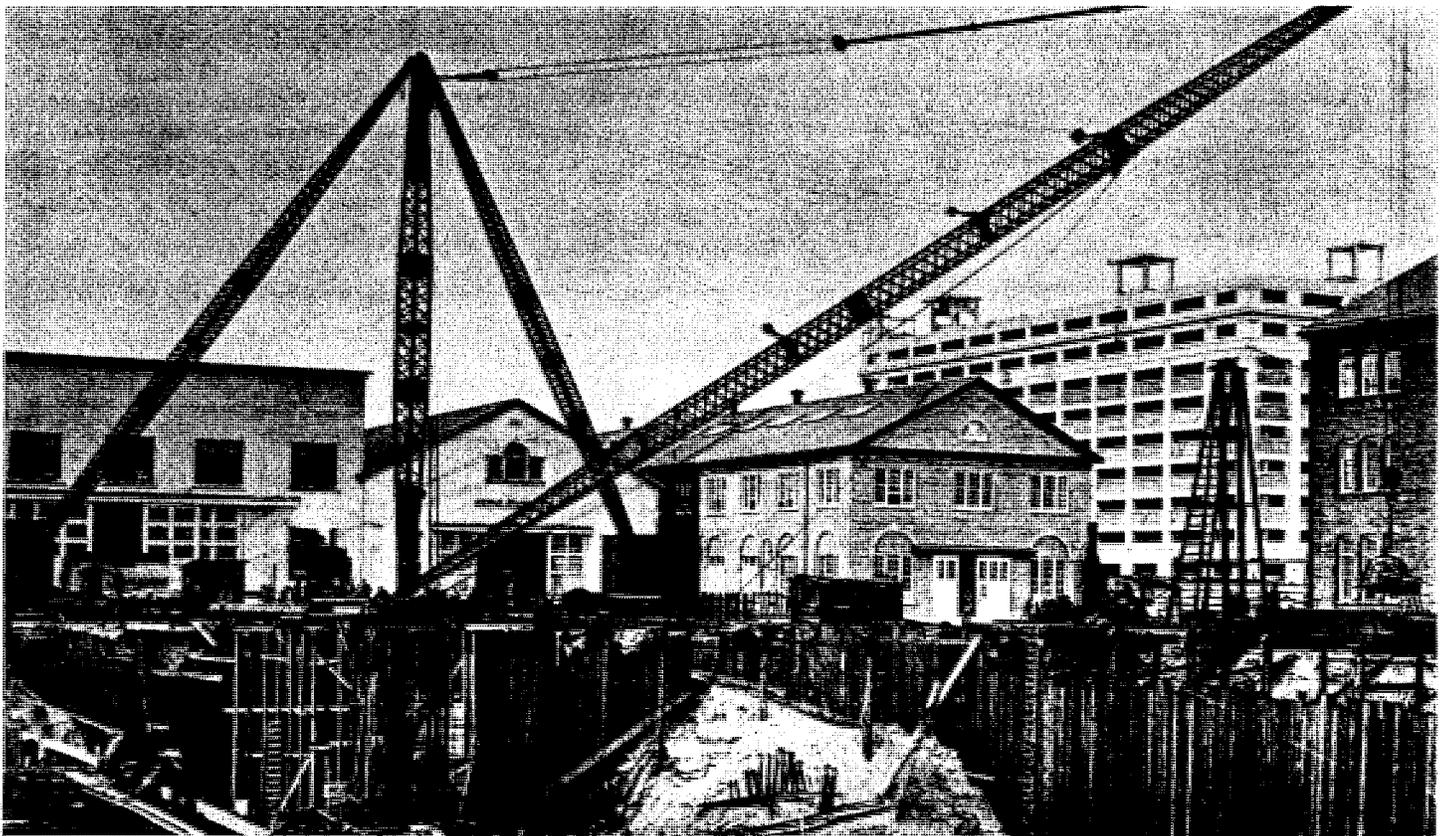
Kitsap County Historical Society

Nipsic to Nimitz



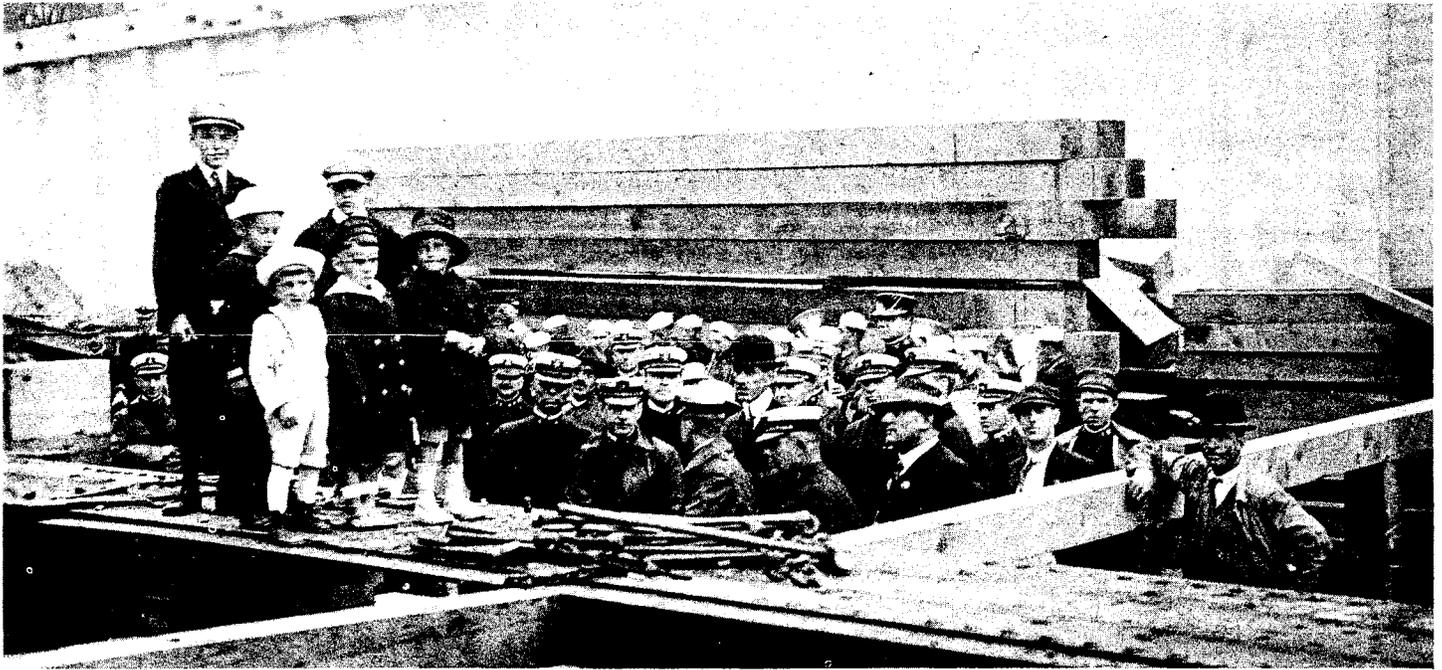
As the Navy Yard developed, laying railroad tracks on Main Street (later Farragut Avenue) continued in 1917. Just beyond Building 78, on the immediate right is Dry Dock 1. Before the Central Power Plant was completed, older buildings had their own heating plants. The chimney in the foreground corner of Building 78 marks that building's furnace room.

Puget Sound Naval Shipyard

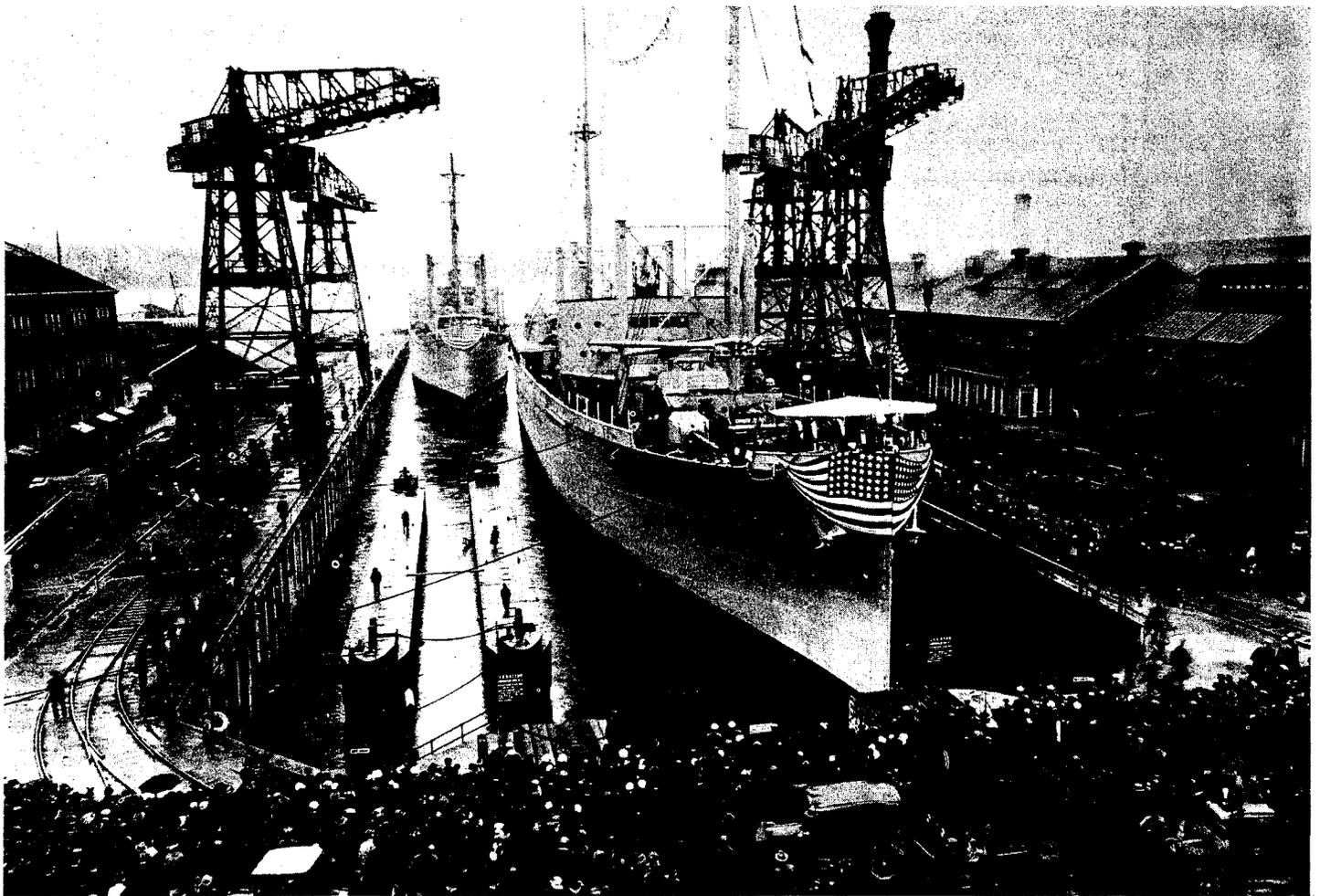


A 150-foot-boom crane was used in construction of Dry Dock 3. The excavation and sheet piling installation near completion in this June 1918 photo. Buildings in the background (from left) are: Shipfitter and Boiler Shop (Bldg. 178), Metal Storage (Bldg. 107), Plate Metal Shop (Bldg. 102) and, still under construction, General Storehouse (Bldg. 290). To the east of the dry dock site is the Joiner Shop (Bldg. 91).

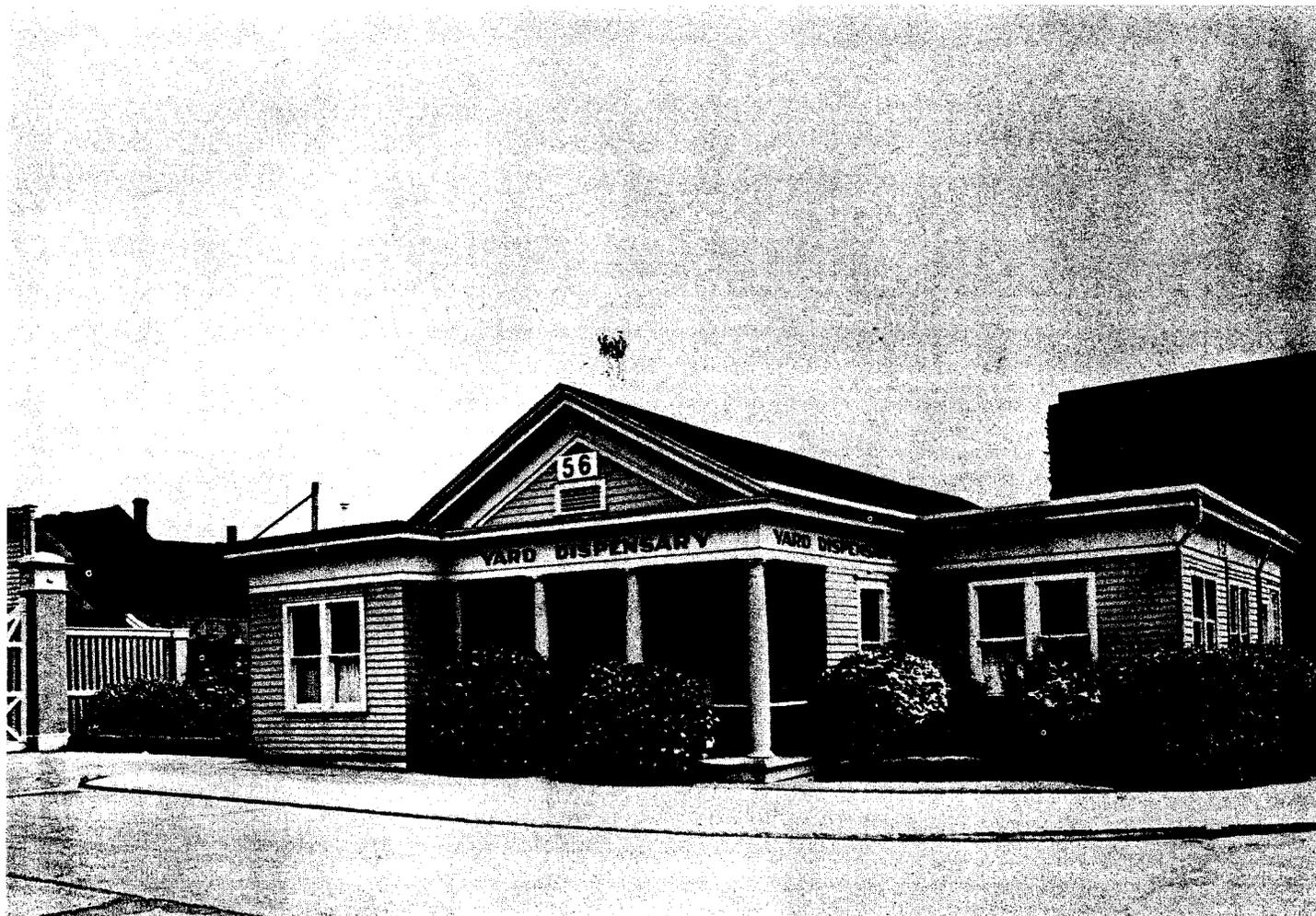
Puget Sound Naval Shipyard



Children pose on top of the keelson, a steel fabrication bolted on top of a keel to strengthen it, at the ceremonial laying of the keel of Ammunition Ship No. 1, USS PYRO, in the shipbuilding dock, August 9, 1918. Puget Sound Naval Shipyard



On the day of the christening of Dry Dock 3 in December 1919, ammunition ships USS NITRO and USS PYRO were launched, as well as two small barges which were also built in the dock. That day signaled the entry of the Puget Sound Navy Yard into the world of shipbuilding. Photo was taken by H.E. Wale, an early photographer who used the clever business name, Prints of Wales. Puget Sound Naval Shipyard



Yard personnel in need of treatment reported to Building 56 until the new dispensary (Bldg. 445) was built in 1938. Building 56, formerly the Labor Board, had been moved from its waterfront location to this site near the Bremerton Gate shortly before the construction of Dry Dock 2.

Puget Sound Naval Shipyard

expressing his opinion that it should be the larger size dry dock. He pointed out:

. . . fifty feet of water can be carried right up to the dock and any vessel built or projected can come here even when seriously damaged and drawing more than its usual depth. There is no other feasible site on this coast which has this immense natural advantage . . . a big dock can take a small ship, but a small dock cannot take a big ship.³²

His arguments were persuasive and the full sized dock was planned. General Construction Company of Seattle received the contract to build the main structural concrete body of the dock at a price of \$2,090,900. Later contracts brought the total construction price of the 998-foot long, 132-foot wide, 45 foot deep dry dock and its appurtenances to \$4,500,000. The dock was completed late in 1940.

In August 1939 the Yard received authorization to build a fifth dry dock. When completed, its dimensions were

similar to those of Dry Dock 4. The placement of Dry Dock 5 required the relocation of Building 50.

Following Hitler's invasion of Austria in May 1938, Congress passed the Navy Expansion Act which provided for a major increase in our country's ships and planes. When Germany invaded Poland in September 1939, President Franklin D. Roosevelt declared a Limited National Emergency.

When Great Britain entered the war, Germany began to mine shipping lanes off the coast of Britain. They used a new type of mine with a magnetic detector which defied the usual sweeping and removal methods. The United States began a crash program to provide its ships with electromagnetic coils to cancel the effect of the steel hulls on the mines' exploders, a technique named degaussing.

The coils were made of multiple strands of several sizes of wire so proper current could be obtained without excessive waste of energy. As the insulation on the early cables was too brittle for handling on a reel, long files of sailors carried the usually 1,000-foot-plus cable slung over their shoulders. The procession wound like a snake from the



The site chosen for Dry Dock 5 required the relocation of Building 50. Similar in size to Dry Dock 4, Dry Dock 5 looked like this in October 1940. An extension added in 1955 increased Dry Dock 5's length.

Puget Sound Naval Shipyard

The ship's officers and men were invited into homes throughout the community, and new friendships were formed. Former WARSPITE sailor Doug Cooper, visiting friends in the area in March 1986, told a BREMERTON SUN reporter:

I vividly remember when they pumped out the drydock, the bottom was just covered with salmon. The workers packed them in ice and gave them to our galley crew. That was a real treat. The food on a battleship at sea in a war is, well, not very appealing. Coming to a country that wasn't at war was a completely unique experience for us. I guess people thought we were some kind of heroes because we'd been at war.⁴³

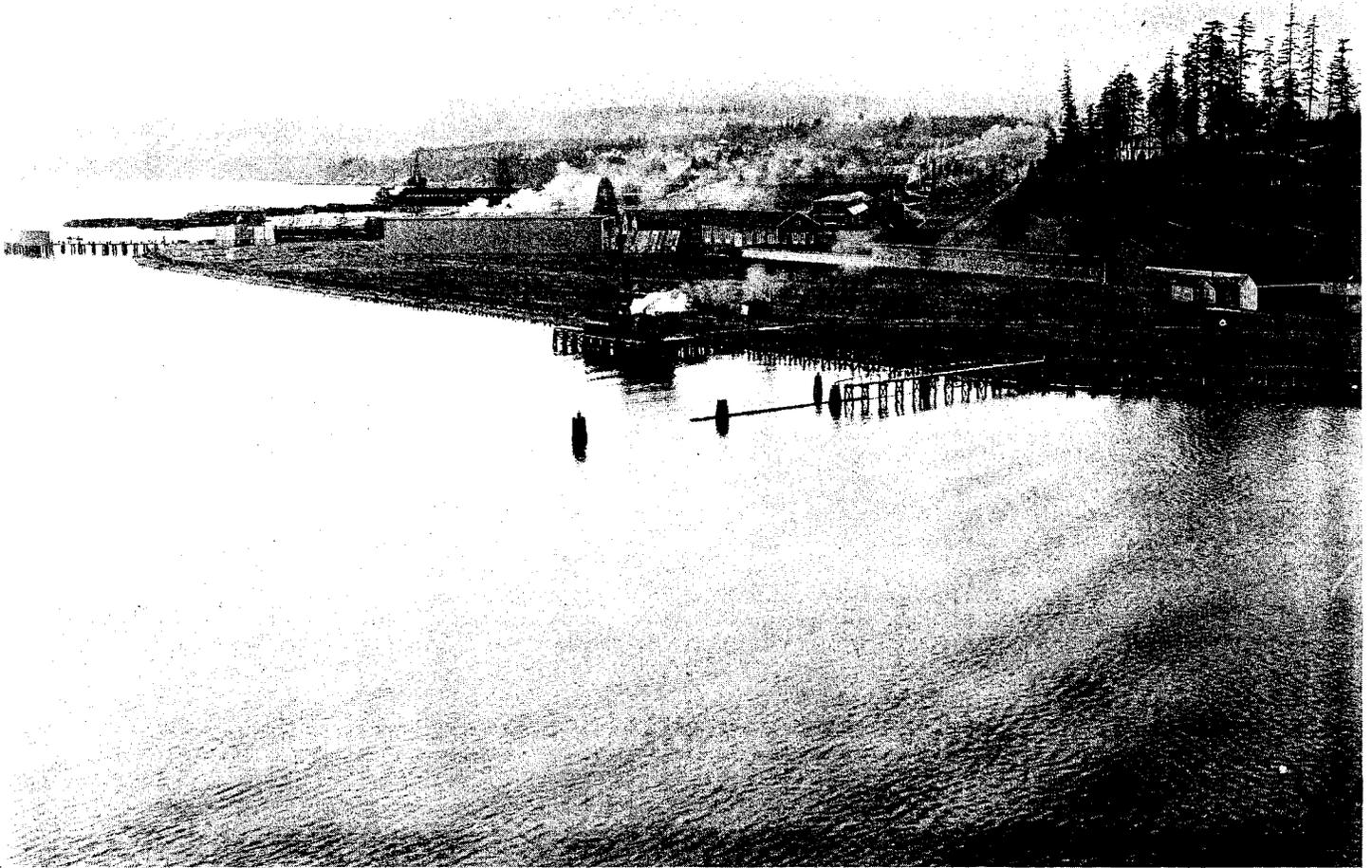
On September 16, 1941, the Puget Sound Navy Yard was

50 years old. The BREMERTON SUN dedicated that day's newspaper to all who had played a part in the Navy Yard's growth. There were articles on the Navy Yard's facilities and history, and congratulatory messages in advertisements from Bremerton businesses. There was no mention of an anniversary celebration being held within the Yard's fence.⁴⁴

The BREMERTON SUN did comment:

Due to restrictions imposed by the national emergency, breaking the ground for Drydock No. 5, now under construction in Puget Sound Navy Yard, was not marked with the colorful ceremonies with which construction of Drydock No. 2 was begun here in 1909.

Articles and editorials in the BREMERTON SUN throughout the fall of 1941 revealed concern that the United States would soon be fully embroiled in the war.



The most critical part of the Yard Development Plan depended upon obtaining enough flat land for the installation of buildings and other facilities needed to up-grade the Navy Yard's capabilities. By 1922, the filled-in waterfront west of Pier 4 was occupied by a few new buildings. The waterfront between the gravel bunker pier, visible here with crane and a cloud of steam; and the fueling pier at the left edge of the picture, is the western part of the present Shipyard waterfront, ending with Dry Dock 6. From the fueling pier to the cooling wharf, upper center, is the site of the present Supply Center.

Larry Jacobson

quarters west of the ravine were moved to the ends of the Navy Officers' quarters.³²

Porter Brothers of Seattle regraded the land, their huge steam shovels biting out sand and gravel to be transported to the waterfront for fill. Lost were the lovely trees and the golf course Burwell had established on the gentle slope below the quarters. Four steam shovels, many small engines and several hundred men moved more earth than had been moved up to that time in Seattle's regrade.³³

Early plans called for heather to be planted on the steep slope created by the excavation, but the rapid erosion of the hillside led to the choice of more easily established Scotch broom. Later, the slope's expanse of golden blooms became a tourist attraction.

An 1,100-foot reinforced-concrete sea wall was built along the new waterfront. The seawall provided berthing for shallow draft vessels, in addition to its primary purpose of preventing erosion of the fill from the excavation.

All Navy Yards were put on the same system of management in 1921: Commandants were given full authority to run the Yards and were made solely responsible for results. Several good features of the previous system were kept, in-

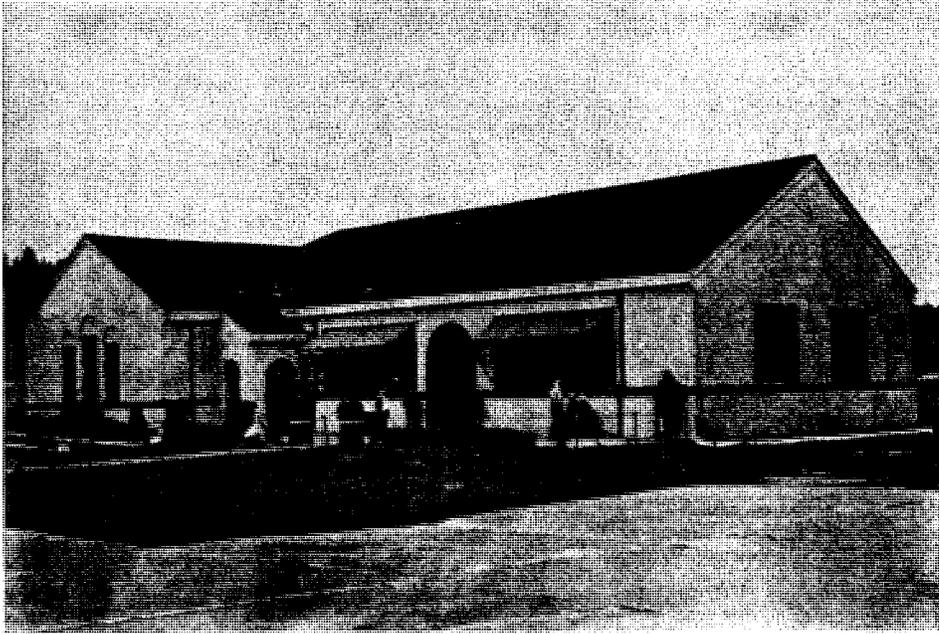
cluding the retention of a manager in charge of the industrial activities of the Yard and responsible to the commandant alone.

The first International Conference on Limitation of Naval Armaments met in Washington, D.C., in November 1921. After lengthy bargaining, it was agreed the countries involved would scrap many of their ships, whether already built or still under construction, and would limit future building. The Washington Naval Treaty signed February 6, 1922, established a 5:5:3:1 3/4:1 3/4 ratio in battleship and aircraft carrier tonnage among United States, Great Britain, Japan, France and Italy.³⁴

No agreement was reached on construction limitations on other types of vessels. This conference and at least six others failed to impose lasting limitations on naval construction internationally. The U.S. adhered to the limitations and upgraded its naval efficiency by disposing of overage ships and obsolete equipment.

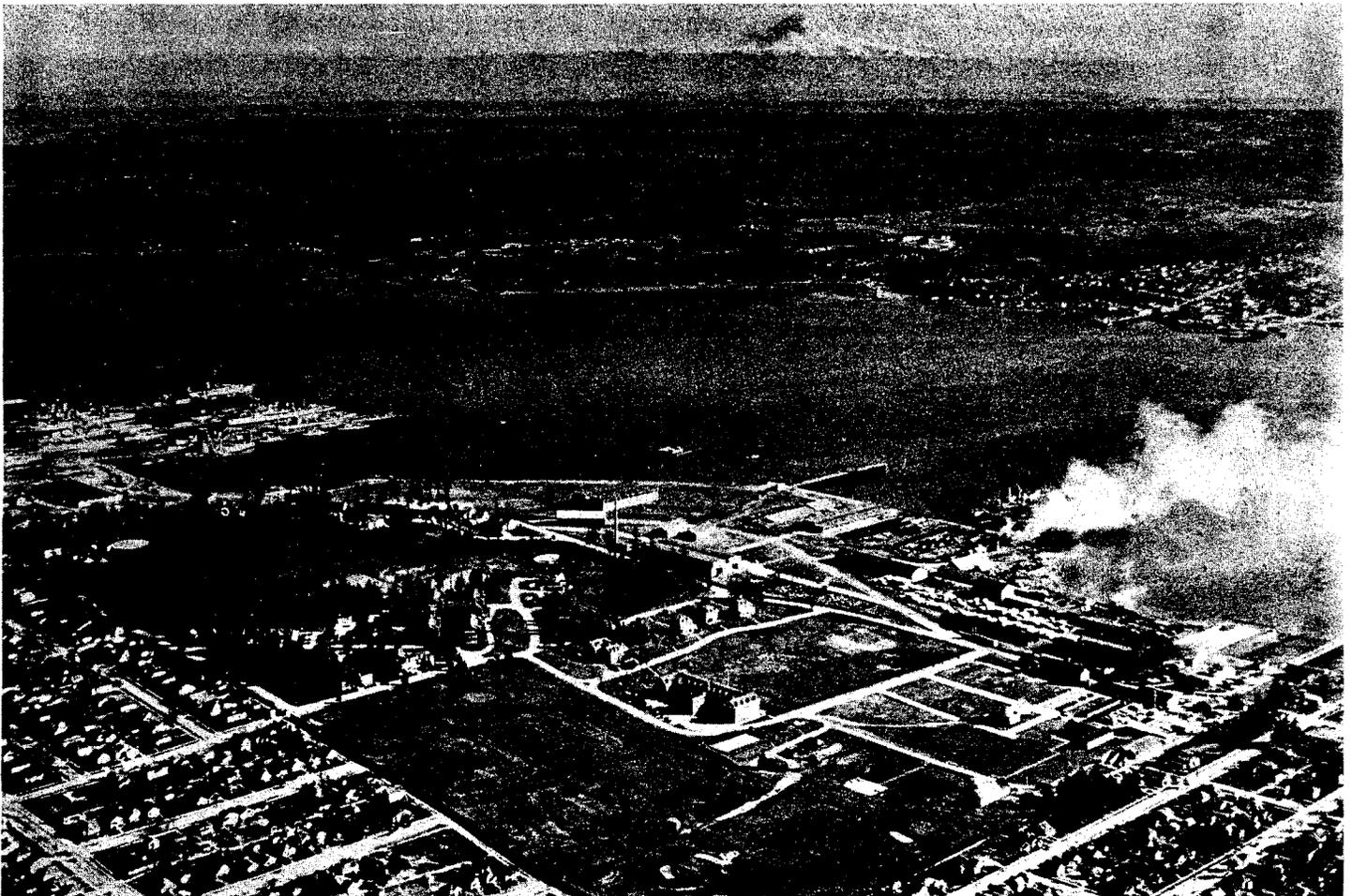
By April 1921, the Yard had completed all the work that had been authorized during the war. During the next seven years the Yard built only two ships: the repair ship, USS MEDUSA commissioned in 1924 and the submarine tender USS HOLLAND in 1926.

Nipsic to Nimitz



The Enlisted Mens' Club opened in Building 422, west of the movie theater, on June 30, 1930. An addition in 1942 created room for a Ships Service (Navy Exchange) and Beauty Shop; the latter operated there from 1943 until the building was converted to a Waves' dormitory; in November 1960 the Chief Petty Officers took over the structure. At various times sections of the building were used as a day care center, Navy Relief offices and Thrift Shop, and Sunday School. The building was demolished in 1987.

Puget Sound Naval Shipyard



An early 1930s aerial view reveals the Yard, lush forests of South Kitsap County, the glory of Mount Rainier and calm waters of Sinclair Inlet. On the left are the Hammerhead Crane and several ships. The Marine Barracks is clearly visible in the lower center, as are the sand traps and greens of the golf course.

Centennial Book Committee

Nipsic to Nimitz



This aerial view looking northeast concentrates on the yard's waterfront. USS SARATOGA (CV 3) is moored at Pier 6. Also present are USS WEST VIRGINIA (BB 48) in Dry Dock 2, USS ARIZONA (BB 39) at Pier 5, USS NECHES (AO 5) in Dry Dock 1 and USS JASON (AC 12) and KEARSARGE (AB 1) at Pier 4. This Prints of Wales' photo accompanied an April 1932 Bremerton newspaper article, which reported Bremerton and the Navy Yard looked forward to a bright future because of recent legislation.

Centennial Book Committee

The hospital acquired a new garage, utility building, and a three-story brick and concrete dormitory (Bldg. 443) designed for 101 hospital corpsmen. The dormitory was located at the site of the old cemetery.²⁷

By 1935 the old World War I barracks in the west end of the Yard had been razed and the grounds cleared and graded. Building 433, a four-story yellow brick structure, designed for handling all Receiving Station activities, was completed near the Charleston Gate.

Rear Admiral Thomas T. Craven served as Commandant of the Yard from July 1935 to July 1937. The closing days of his tour saw the culmination of one of his favorite projects. Craven was well known for his concern for the welfare of enlisted men and he wanted them to have a covered recreation area for use in winter and inclement weather.

The old Navy Yard Hotel, between Burwell and Fourth Streets, seemed appropriate for his purposes. The four-story hotel had never been a financial success because of the drop in population at the end of the war. By June 1920 the U. S. Housing Office had turned the land and building back to the Navy.

The structure had a number of uses, but in 1936 work began to convert the old hotel into a recreation center. Economic Recovery (Navy) funds paid for the remodeling; a Washington State WPA project, sponsored by the City of Bremerton, provided the labor. The glass roof of the former hotel lunch room was raised and the area converted into a gymnasium/dance hall. A pool and billiards room, rifle range, lounge, reading room, study room and refreshment counter were provided.

A Navy Relief Carnival on May 4 and 5, 1937, officially



This 1936 aerial shows two major Navy Yard additions. On the left is part of the new Machine Shop (Bldg. 431), the largest west of the Mississippi River. At the end of Pier 6, the new Hammerhead Crane partially obscures USS LEXINGTON. Also present at Pier 6 are USS WEST VIRGINIA and USS CALIFORNIA; at Pier 5 are USS MISSISSIPPI, USS MARYLAND, USS PENNSYLVANIA, USS TATNUCK and an Omaha Class light cruiser; at Pier 4 are the KEARSARGE and the USS MOHOPAC. Just leaving the terminal is the ferry CHIPPEWA.

Larry J. Jacobsen

opened the Center. On May 12, four days after Captain J. J. London became the Acting Commandant, the building was named Craven Center.²⁸

A change occurred in 1938 when the Industrial Dispensary moved into Building 445. This activity had been located in Building 56 at the Bremerton Gate since early in the 1920s.²⁹ Efforts to obtain the new building reached fruition in 1937 after the Surgeon General visited the Yard and the Chief of the Bureau of Yards and Docks, Rear Admiral Ben Moreel, promised his support.

Captain Gayler returned in 1936 for his third tour as Public Works Officer. The Commandant, Rear Admiral Edward B. Fenner, decided it was time the Yard had a chapel. As he had with the officers' club in the early 1920s,³⁰ Gayler was able to construct a first class building

with a minimum of funds. Bricks and lumber salvaged from other buildings formed the foundation and walls.

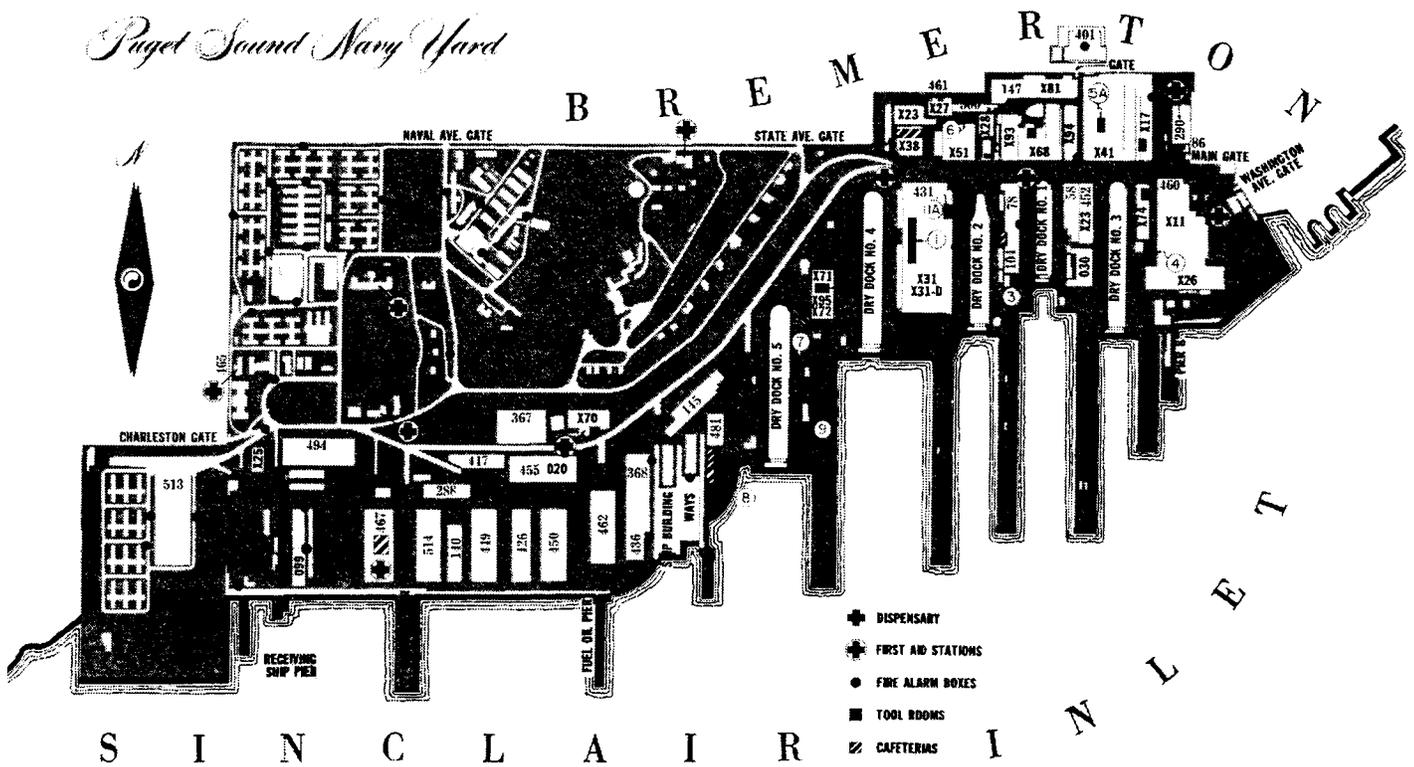
Roof beams came from the stable, roof tiles became available when another project couldn't use them. Oak and dogwood trees, shrubs and sod were transplanted from various places around the Yard, and gifts provided the furnishings. The chapel opened in 1938.³¹

For years, the Yard had campaigned for another dry dock. In April 1935, a cruiser-graving dry dock was authorized for the Yard, but funds were not appropriated until June 1936. In the meantime, the Navy Department decided docks capable of handling any size ship were needed on the Pacific Coast. There was much debate as to the type of dock that should be built at Puget Sound. In October 1938; Fenner wrote to the Chief of Naval Operations,



Converted passenger cars transported hot food and beverages to workers on piers and dry docks. Tables and chairs replaced coach seats.

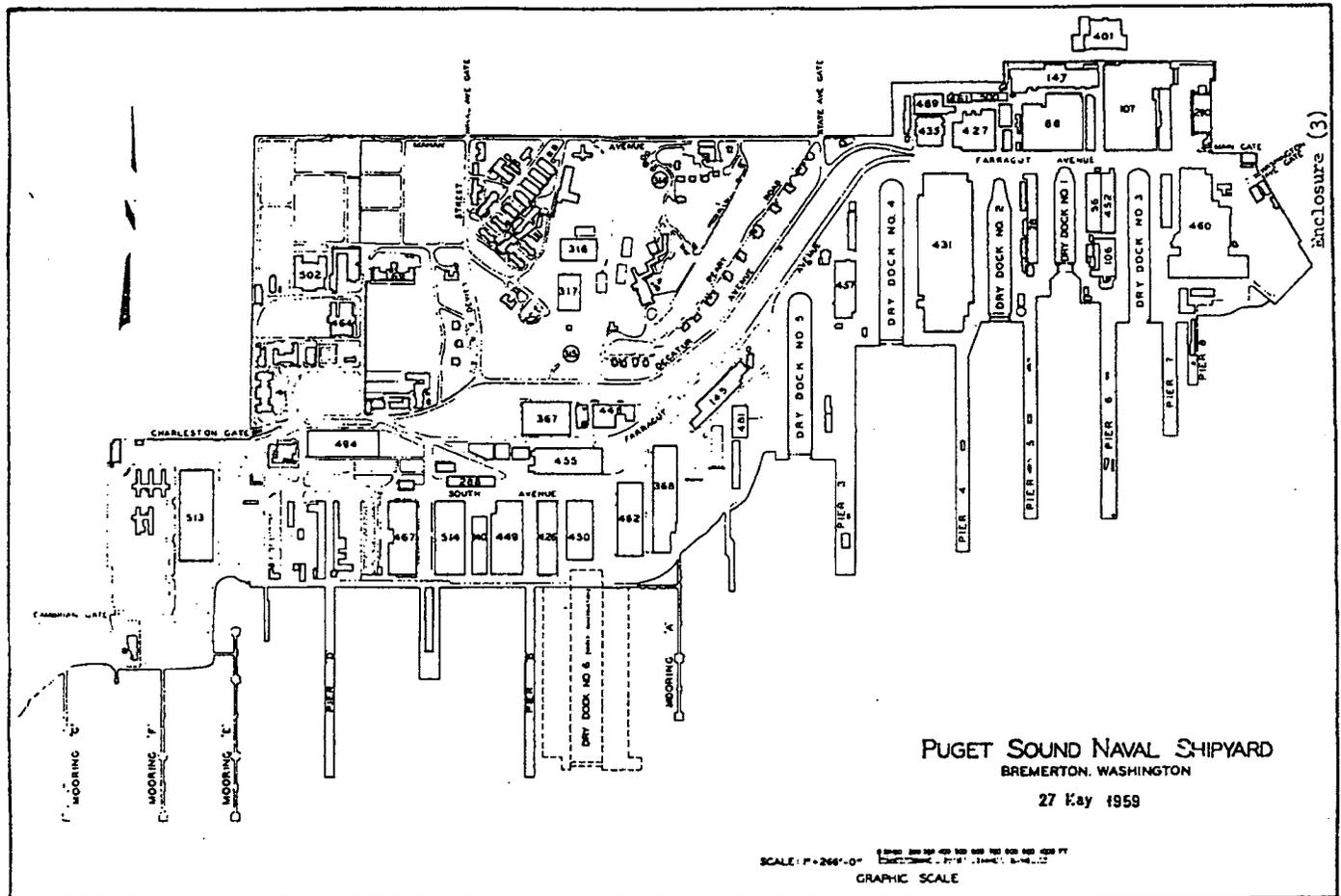
Puget Sound Naval Shipyard



The Personnel Division compiled a "Directory of Bremerton Port Orchard Federal Housing Projects and Navy Yard Services". It listed important phone numbers and addresses and provided detailed maps, including the ones reproduced here and on page 111. Numbers preceded by letters X or O indicate the shops operating in the various buildings.

Puget Sound Naval Shipyard

Nipsic to Nimitz



In 1958, Puget Sound Naval Shipyard contained 316 acres of land with 3 miles of perimeter fence, 16 miles of roads, 24 miles of crane and railroad trackage, 249 buildings, 13 piers and 5 dry docks. The following year, work began on Dry Dock 6, as indicated in the lower mid-section of this map. On this map, but not the one on page 116, are the Reserve Fleet moorings in the west end of the Yard.

Puget Sound Naval Shipyard

was part of the official welcoming committee.

In special cases, with Navy Department approval, Naval Shipyards have made their machinery and workers' abilities available to private industry and other government installations for critical jobs when no commercial facilities were available. In 1955, PSNS's hammerhead crane unloaded from the freighter VANCOUVER STAR, transformers for the new Duwamish Substation in Seattle. Shop 31 machined a giant gear blank for a Portland firm in 1957 and also produced a 24-foot diameter mold ring for a California aluminum plant. Inside Machinists, under Leadingman Mel Wortman,¹⁸ removed, machined and replaced the wearing rings of a large hydraulic turbine runner for Seattle Light's Ross Dam.

The July 1958 issue of the BuShips Journal featured Puget Sound Naval Shipyard. It gave the history of the Shipyard, stressing PSNS's pioneering developments in many fields. It listed "recent examples": cable banding for ship electrical cable installations, optical tooling for checking machinery accuracy, inexpensive filler (popcorn) for

plastic patterns, trepanning of DLG shafts, and pouring special alloy AL 220 castings.¹⁹

PSNS's interest in new and modern techniques was not limited to industrial use. The Journal article termed PSNS's administrative achievements equally impressive. PSNS was the first naval shipyard to utilize electronic data processing equipment, having installed an IBM 650 computer in 1956. The article noted the computer was used "daily" in solving complex engineering problems.²⁰

The Comptroller Department spearheaded the development of specifications for the installation of a computer in their department, but it was also used in the Production Department.

Production Analyst Roy Workman wrote:

The Production Officer told me to . . . attend an IBM programming course in Seattle and convert our production scheduling and control system . . . to the IBM 650. When we received our IBM 650, we had an embryo system ready to go.

CERTIFICATE OF SERVICE

I certify under penalty of perjury under the laws of the State of Washington that on this date I caused a copy of the foregoing to be Hand Delivered to plaintiff's counsel, and sent via e-mail to all defendants' counsel, addressed as follows:

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