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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION TWO

BERTIE G. HALL, Plaintiff and Appellant, v. WARREN PUMPS LLC et al., Defendants and Respondents.	B208275 (Los Angeles County Super. Ct. No. BC373038)

APPEAL from a judgment of the Superior Court of Los Angeles County. Terry Green, Judge. Affirmed.

Waters, Kraus & Paul, Paul C. Cook, Michael B. Gurien; The Ehrlich Law Firm, Jeffrey I. Ehrlich for Plaintiff and Appellant.

Carroll, Burdick & McDonough, James P. Cunningham, Laurie J. Hepler for Defendant and Respondent Warren Pumps LLC.

K&L Gates, Robert E. Feyder, Geoffrey M. Davis, Nicholas P. Vari, Michael J. Ross for Defendant and Respondent Crane Co.

Howard Rome Martin & Ridley, Henry D. Rome, Bobbie R. Bailey, Lisa K. Rauch for Defendant and Respondent IMO Industries Inc.

Morgan, Lewis & Bockius, Joseph Duffy, P. Daffodil Tyminski, Noelle B. McCall for Defendant and Respondent Yarway Corporation.

Shook, Hardy & Bacon, Mark A. Behrens, Christopher E. Appel, Patrick J. Gregory for Coalition for Litigation Justice, Inc., Chamber of Commerce of the United States of America, National Association of Manufacturers, Association of California Insurance Companies, American Insurance Association, American Petroleum Institute and American Chemistry Council, as Amici Curiae on behalf Defendants and Respondents.

Alfred Hall, husband of appellant Bertie Hall, died of mesothelioma caused by workplace exposure to asbestos. Appellant is suing four manufacturers of pumps and valves for Mr. Hall's injuries. None of the defendants manufacture asbestos products.

The trial court gave judgment to defendants. The court found that defendants had no liability because they did not manufacture, sell or distribute the asbestos products that injured Mr. Hall, nor did they have a duty to warn about using asbestos products with their pumps and valves. The court rejected appellant's theory that defendants could be liable for harmful asbestos products they neither made nor sold if they could foresee the use of such products with their equipment. We agree, and affirm the judgment.

FACTS

Alfred Hall (Decedent) joined the United States Navy in 1944. Starting in 1945, Decedent served as a fireman and machinist mate on numerous Navy ships, working in boiler rooms and engine rooms. He retired from military service in 1964. Decedent worked as a stationary engineer at a B.F. Goodrich (Goodrich) tire manufacturing facility from 1969 until 1988. He was diagnosed with malignant pleural mesothelioma in January 2007, and died on August 31, 2008.

During his military and civilian careers, Decedent worked on high temperature pumps and valves (the Equipment), which are incorporated into elaborate steam propulsion systems. The Equipment is metal, and requires the use of insulation: absent insulation, workers would be exposed to dangerously hot metal surfaces and energy efficiency would be compromised. Packing is used to seal internal moving parts of the Equipment and prevent leakage. Gaskets are used to create a seal between a valve and adjacent piping. The "predominant insulation" used during Decedent's career was asbestos. As a result, Decedent applied asbestos gaskets, asbestos packing, and asbestos insulation (Asbestos Products) to the Equipment.

Asbestos Products had to be removed from in and around the Equipment during routine maintenance. In the course of his work, Decedent removed gaskets, insulation and packing material by scraping them off or digging into them with knives, screwdrivers, paint scrapers and wire brushes, releasing dust particles into the air. The

gaskets were practically "cooked on" by the high temperatures, and were difficult to remove. The same was true for the packing material. Until the mid 1950's, when asbestos blanketing came into use, Decedent mixed dry asbestos powder in a bucket to form a mortar that was applied as insulation.

Respondents manufactured the Equipment that Decedent came in contact with during his military and civilian work.[1] Respondents did not design the steam propulsion systems into which their Equipment was incorporated: the Navy designs its ships, then solicits bids for individual pieces of machinery. Respondents did not manufacture or supply any Asbestos Products that Decedent was exposed to in his work. The *original* Equipment shipped by respondents may have contained Asbestos Products manufactured by third parties; however, appellant concedes that she cannot show that Decedent had "exposure to asbestos containing materials originally supplied by any of the Respondents."

Given the age of the Equipment, the original Asbestos Products that respondents shipped with the Equipment had been replaced long before Decedent ever worked on the Equipment. Indeed, Decedent testified that the Asbestos Products on the ships where he worked "had been changed a thousand times before I got there." The *replacement* Asbestos Products that Decedent was exposed to were manufactured and supplied to the Navy and Goodrich by companies that are not parties to this appeal. Appellant's counsel conceded at trial that there is no evidence that respondents supplied asbestos replacement parts to Decedent's employers.[2]

A manual issued by the Navy Bureau of Ships stated that engine steam cylinders, valve chests, and other steam enclosing surfaces "should have" asbestos-containing insulation. Following the Navy's manual, some (but not all) of respondents' manuals

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[1] Respondents are Warren Pumps LLC; Yarway Corporation; IMO Industries Inc.; and Crane Co.

[2] In her opening brief, appellant agrees that respondents "did not sell or supply the asbestos insulation and flange gaskets used on their equipment."

recommended the use of Asbestos Products with the Equipment. Respondents' shipboard manuals were written to comply with military specifications. Equipment that did not conform to Navy specifications was rejected.

According to appellant's expert in naval engineering, respondents could have recommended non-asbestos products for use with the Equipment. Asbestos Products were one of the acceptable alternatives permitted by the Navy Bureau of Ships. The Navy "usually" applied asbestos insulation on high temperature equipment, and purchased Asbestos Products from third parties as replacement parts for use in conjunction with the Equipment. By the same token, the Navy purchased (and Decedent also used) non-asbestos gaskets, packing and sealing materials made from rubber, cork, metal, plastic, cotton and so on. The Navy retained ultimate authority to decide whether to purchase asbestos or non-asbestos replacement products. The replacement Asbestos Products purchased by the Navy were the products to which Decedent was exposed.

While the Navy supplied its ships with asbestos insulation, gaskets and packing, Decedent was never warned about the dangers of asbestos. The Navy continued to use Asbestos Products as replacement parts until the 1980's, at which point it switched to non-asbestos components for use on the Equipment.

PROCEDURAL HISTORY

The Halls filed this tort suit in 2007. The trial court bifurcated proceedings. The threshold issue presented for the court's determination was whether the Halls could make a showing of exposure to asbestos-containing products for which respondents could be held responsible. The court conducted a seven-day bench trial on this issue.

At the conclusion of the Halls' case, respondents made a motion for judgment. The court found that all of the Asbestos Products that Decedent was exposed to were manufactured by third parties, and purchased and supplied by the Navy or by Goodrich. Respondents had no control over the type of insulation, packing or gaskets purchased and used by Decedent's employers. The court concluded that there was nothing inherently dangerous about the Equipment manufactured by respondents. As a result, the Halls failed to establish threshold exposure to Asbestos Products attributable to respondents.

Further, respondents' duty to warn about the risks of asbestos ended after removal of the Asbestos Products originally shipped with the Equipment.

DISCUSSION

1. Standard of Review

Respondents moved for judgment after the Halls presented their evidence during the bench trial. (Code Civ. Proc., § 631.8.) When a motion for judgment is made, the trial court may weigh the evidence, refuse to believe witnesses, and draw conclusions at odds with expert opinion. A reviewing court must affirm the judgment if it is supported by substantial evidence, resolving any evidentiary conflicts in favor of the prevailing parties and indulging all inferences to uphold the court's findings. (*Jordan v. City of Santa Barbara* (1996) 46 Cal.App.4th 1245, 1254-1255; *Roth v. Parker* (1997) 57 Cal.App.4th 542, 549-550.) If, however, "the decisive facts are undisputed, the reviewing court is confronted with a question of law and is not bound by the findings of the trial court. [Citation.] In other words, the appellate court is not bound by a trial court's interpretation of the law based on undisputed facts, but rather is free to draw its own conclusion of law." (*San Diego Metropolitan Transit Development Bd. v. Handlery Hotel, Inc.* (1999) 73 Cal.App.4th 517, 528; *Allegretti & Co. v. County of Imperial* (2006) 138 Cal.App.4th 1261, 1269.)

Appellant does not challenge the sufficiency of the evidence supporting the trial court's conclusion that Decedent was not exposed to original Asbestos Products supplied by respondents when they first shipped the Equipment to the Navy or Goodrich. Instead, appellant challenges the court's legal finding that respondents owe no duty to Decedent for exposure to Asbestos Products purchased from third parties and supplied to Decedent for use in his work by his military and civilian employers.

2. Framework for Analyzing Asbestos Exposure Lawsuits

The Supreme Court has established a two-prong framework for analyzing causes of action for asbestos-related latent injuries. First, the plaintiff must "establish some threshold *exposure* to the defendant's defective asbestos-containing products." (*Rutherford v. Owens-Illinois, Inc.* (1997) 16 Cal.4th 953, 982.) Second, the plaintiff

must show a reasonable medical probability that exposure to asbestos was a "legal cause" or "substantial factor" in causing the plaintiff's injury. (*Ibid.*) The trial court in this case determined that the Halls failed to carry their burden on the first prong by establishing a threshold exposure to asbestos products made by respondents.

3. Strict Liability

In appellant's view, respondents are strictly liable for failing to warn of foreseeable injuries caused by combining their Equipment with Asbestos Products manufactured by other companies, products that were purchased and supplied for Decedent's use by the Navy and Goodrich. Appellant's argument was fully analyzed by the First District in a case that is indistinguishable from the case at bench, *Taylor v. Elliott Turbomachinery Co., Inc.* (2009) 171 Cal.App.4th 564 (*Taylor*). We find the analysis in *Taylor* persuasive.[3]

In *Taylor*, the plaintiff's decedent served as a fireman and machinist mate aboard a Navy ship during the 1960's. His duties included repairing and maintaining valves and pumps manufactured by the defendants, which required removing and replacing asbestos-containing gaskets, packing and insulation from the defendants' equipment. Mr. Taylor removed the old materials by scraping them off with a knife, brush or metal, releasing dust and particles into the air. It was undisputed that he was never exposed to asbestos-containing materials originally supplied by the defendants. Mr. Taylor died of mesothelioma. (*Taylor*, 171 Cal.App.4th at pp. 571-572.)

The plaintiff argued that the defendants had a duty to warn Mr. Taylor of hazards arising from the foreseeable use of their equipment in combination with asbestos-containing products manufactured by other companies. (*Taylor*, *supra*, 171 Cal.App.4th

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[3] The parties cite two factually similar cases from other divisions of this District, *O'Neil v. Crane Co.* (2009) 177 Cal.App.4th 1019, and *Merrill v. Leslie Controls, Inc.* (2009) 179 Cal.App.4th 262. The Supreme Court granted review of both cases; therefore, we do not discuss them because an opinion is no longer considered published if the Supreme Court grants review, and unpublished cases cannot be cited by this Court. (Cal. Rules of Court, rules 8.1105(e)(1), 8.1115(a).)

at pp. 572-573.) The appellate court in *Taylor* listed three reasons why plaintiff's strict liability argument was unavailing. "First, California law restricts the duty to warn to entities in the chain of distribution of the defective product. Second, in California, a manufacturer has no duty to warn of defects in products supplied by others and used in conjunction with the manufacturer's product unless the manufacturer's product itself causes or creates the risk of harm. Third, manufacturers or suppliers of nondefective component parts bear no liability when they simply build a product to a customer's specifications but do not substantially participate in the integration of their components into the final product." (*Id.* at p. 575.)

a. Chain of Distribution

The strict liability doctrine "provides generally that manufacturers, retailers, and others in the marketing chain of a product are strictly liable in tort for personal injuries caused by a defective product . . . ." (*Peterson v. Superior Court* (1995) 10 Cal.4th 1185, 1188.) The purpose of imposing strict liability "'is to insure that the costs of injuries resulting from defective products are borne by the manufacturers that put such products on the market . . . .'" (*Price v. Shell Oil Co.* (1970) 2 Cal.3d 245, 251.) In this case, it is undisputed that respondents did not manufacture, retail, or supply the Asbestos Products that caused Decedent's injuries. Because respondents are not in the marketing chain for replacement Asbestos Products that were manufactured by others and purchased by the Navy and Goodrich, respondents cannot be held strictly liable "for asbestos-containing products with which they had no connection at all." (*Taylor, supra,* 171 Cal.App.4th at p. 579.)

b. Duty to Warn of Defects in Products Supplied by Others

Appellant contends that respondents "are strictly liable for failing to warn of foreseeable injuries caused by the combined use of their products and products supplied by others." Appellant reasons that respondents could or should have foreseen that customers such as the Navy and Goodrich would combine the Equipment with Asbestos Products, because the Equipment was designed for use in high temperature steam systems, which require the application of packing, sealing, and insulating materials, and

asbestos was a commonly used insulator. As a result, appellant argues, respondents had a duty to warn those who worked on the Equipment of possible exposure to a toxin that could cause injury and death.

A manufacturer must warn of hazards posed by its own products. (*Powell v. Standard Brand Paints Co.* (1985) 166 Cal.App.3d 357, 364 [no duty to warn of explosion hazard if the defendant's lacquer thinner was used in conjunction with other products].) "To our knowledge, no reported decision has held a manufacturer liable for its failure to warn of risks of using its product, where it is shown that the immediate efficient cause of injury is a product manufactured by someone else." (*Id.* at p. 362.) "[I]t is clear the manufacturer's duty is restricted to warnings based on the characteristics of *the manufacturer's own product*. [Citations.] Understandably, the law does not require a manufacturer to study and analyze the products of others and to warn users of the risks of those products." (*Id.* at p. 364.)

"[T]o date, California case law has not imposed on manufacturers a duty to warn about the dangerous propensities of other manufacturers' products. California courts will not impose a duty to warn on a manufacturer where the manufacturer's product 'did not cause or create the risk of harm.'" (*Taylor*, *supra*, 171 Cal.App.4th at p. 583, fn. omitted.) In this instance, the Equipment manufactured by respondents is not defective and did not itself cause harm. Rather, the risk was created when Decedent's employers purchased defective Asbestos Products from third parties and applied the asbestos to the Equipment. As one court phrased it, there is no duty to warn when a manufacturer "produces a sound product which is compatible for use with a defective product of another manufacturer." (*Rastelli v. Goodyear Tire & Rubber Co.* (N.Y. 1992) 591 N.E.2d 222, 225-226 [defendant's nondefective tire was placed on a defective tire rim made by another company].)

The Washington Supreme Court has addressed the liability of an equipment manufacturer facing claims that it "knew or should have known that its product would be insulated with asbestos-containing material . . . ." (*Simonetta v. Viad Corp.* (Wash. 2008) 197 P.3d 127, 130.) In *Simonetta*, a Navy fireman and machinist contracted lung cancer

after he performed maintenance on an evaporator during his 20 years of service. His job required that he "'pry or hack away'" the asbestos insulation surrounding the evaporator. The asbestos was not manufactured by the defendant. (*Ibid*.) The defendant's own expert testified that "the evaporator required insulation to function properly, that such insulation contained asbestos, that the company knew or should have known of the use, and that the insulation would be disturbed during normal maintenance." (*Id*. at p. 131.) The court found that the evaporator manufacturer had no duty to warn. (*Id*. at p. 138.) In a companion case, the Washington Supreme Court reached a similar result with respect to manufacturers of pumps and valves, in an action brought by a Navy pipefitter who developed mesothelioma. (*Braaten v. Saberhagen Holdings* (Wash. 2008) 198 P.3d 493.) The court wrote, "It makes no difference whether the manufacturer knew its products would be used in conjunction with asbestos insulation." (*Id*. at p. 498.)

c. Component Parts Doctrine

Manufacturers of components integrated into a completed product may be subject to strict products liability. (*Jimenez v. Superior Court* (2002) 29 Cal.4th 473, 479-480.) A component manufacturer "may be in the best position to ensure product safety." (*Id.* at p. 479.) "What matters is whether the [components] were defective when they left the factory, and whether these alleged defects caused the injuries." (*Id.* at p. 480.)

Thus, there are two factors to consider: (1) whether the Equipment was defective when it left the factory, and (2) whether these defects caused Decedent's injury. For purposes of argument, we may assume that some of respondents' Equipment was defective when it left the factory because at that time, it contained Asbestos Products. However, "the second factor is not present because there is no claim that respondents' equipment released the asbestos that caused [decedent's] injuries. Instead, it is undisputed that [decedent's] injuries were caused by his exposure to asbestos fibers released from gaskets, packing, and insulation manufactured by other companies, and installed long after respondents' products were supplied to the Navy. Further, there is no evidence that respondents participated in the integration of their components into the design of the [ship's] propulsion system. [Citation.] Instead, it is undisputed that

respondents provided components in accordance with Navy specifications. On these facts, respondents are not liable as a matter of law." (*Taylor, supra*, 171 Cal.App.4th at p. 585, fns. omitted.)

Appellant relies on *Tellez-Cordova v. Campbell-Hausfeld/Scott Fetzger Co.* (2004) 129 Cal.App.4th 577, a component parts strict liability case. There, a lamp maker developed pulmonary illness from working with the defendants' grinders, sanders and saws. (*Id.* at p. 579.) When the products were used for their intended purpose of grinding and sanding metals, "respirable metallic dust from the metal being ground and from the abrasive wheels and discs was generated and released into the air, causing the injury." (*Id*. at p. 580.) The court wrote, "the point of appellants' complaint . . . is that *respondents' tools created the dust*, even if the dust did not come directly from the tools." (*Id*. at p. 585, italics added.)

The *Tellez-Cordova* case is distinguishable. "First, in *Tellez-Cordova*, the plaintiff alleged that it was the action of *respondents' tools themselves* that created the injury-causing dust. Here, in contrast, [decedent's] injuries were caused not by any action of respondents' products, but rather by the release of asbestos from products produced by others. This is a key difference, because before strict liability will attach, the defendant's product must 'cause or create the risk of harm.' [Citation.] Second, unlike the abrasive wheels and discs in *Tellez-Cordova*, which were not dangerous without the power of the defendants' tools, the asbestos-containing products at issue in our case were themselves inherently dangerous. It was their asbestos content--not any feature of respondents' equipment--that made them hazardous." (*Taylor, supra*, 171 Cal.App.4th at pp. 587-588, fn. omitted.)[4]

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[4] Likewise, *Wright v. Stang Manufacturing Co.* (1997) 54 Cal.App.4th 1218 is distinguishable because the flaw itself was in a manufacturer's water cannon, which a jury could find "was defectively designed in that it was not manufactured with a flange mounting system or the capability to have such a system attached to the deck gun," causing it to fall on the plaintiff. (*Id*. at p. 1229.)

4. Negligence

Appellant contends that respondents negligently designed the Equipment to incorporate and operate with Asbestos Products. Respondents knew that the Asbestos Products would require periodic removal and replacement, and knew or should have known that the removal process would generate asbestos dust and fibers that posed a lethal peril. As a result, appellant argues, respondents breached a duty of care owed to persons who were foreseeably endangered by their conduct. Appellant observes, "Everyone is responsible, not only for the result of his or her willful acts, but also for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person . . . ." (Civ. Code, § 1714, subd. (a).)

"[I]n a products liability action based on negligence in the design of a product 'placed on the market,' the test of negligent design 'involves a balancing of the likelihood of harm to be expected from a machine with a given design and the gravity of harm if it happens against the burden of the precaution which would be effective to avoid the harm.' [Citation.] . . . 'A manufacturer or other seller can be negligent in marketing a product because of the way it was designed. In short, even if a seller had done all that he could reasonably have done to warn about a risk or hazard related to the way a product was designed, it could be that a reasonable person would conclude that the magnitude of the reasonably foreseeable harm as designed outweighed the utility of the product as so designed.'" (*Merrill v. Navegar, Inc.* (2001) 26 Cal.4th 465, 479.)

Respondents manufactured metal valves and pumps as components in steam propulsion systems. Respondents' Equipment becomes hot while in use, because steam systems generate heat and pressure. This, in turn, necessitates the use of insulation, packing and gaskets. However, respondents cannot control the type of insulation, gaskets or packing used by customers, once the Equipment leaves the manufacturing plant. No reasonable person could conclude that the danger of manufacturing pumps and valves that *might* be insulated with Asbestos Products outweighs the utility of such products. Without respondents' products, Navy ships would sit at dock and manufacturing plants would be silent. If anyone had a duty to warn about the dangers of asbestos, it was the

manufacturers of the Asbestos Products to which Decedent was exposed and Decedent's employers, who purchased the Asbestos Products. (See *Anderson v. Owens-Corning Fiberglas Corp.* (1991) 53 Cal.3d 987 [manufacturers of asbestos products have a duty to warn of known risks posed by their products to ensure safe usage].)

Under a negligence theory, a plaintiff must prove that a product defect caused his injury, and that the defect in the product was due to the negligence of the defendant. (*Merrill v. Navegar*, *supra*, 26 Cal.4th at p. 479.) Lack of causation resulted in the dismissal of a federal case that is virtually indistinguishable from the case at bench. In *Lindstrom v. A-C Product Liability Trust* (6th Cir. 2005) 424 F.3d 488, the plaintiff served in the merchant marines from 1964 until 1994. Like Decedent, Lindstrom worked in an engine room abroad numerous vessels. Lindstrom developed mesothelioma as a result of exposure to asbestos in his workplace. (*Id.* at p. 491.) The federal court found that the asbestos-containing products (gaskets, packing and insulation) that Lindstrom was exposed to did not come from the pump and valve manufacturers, but from third parties. Consequently, Lindstrom could not carry his burden of showing that the pump and valve manufacturers caused his injury. (*Id.* at pp. 494-497.)

Appellant focuses primarily on respondents' alleged ability to foresee the likelihood of harm, because the Equipment was likely to be used with Asbestos Products. As appellant acknowledges in her brief, foreseeability of harm is determined "in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution." (*Anderson v. Owens-Corning*, *supra*, 53 Cal.3d at p. 1002.) Yet appellant presented no evidence at trial that when respondents manufactured the Equipment in the 1940's (or earlier), the dangers of asbestos were generally recognized, based on then-prevailing scientific and medical knowledge. Nor could respondents necessarily foresee that Asbestos Products would be purchased as replacement parts or as insulating material for decades after the Equipment was manufactured. Non-asbestos products were available for use by Decedent's employers, so respondents could also foresee that nontoxic products would be used.

Foreseeability of harm is but one factor to consider when determining if a defendant owes a duty of care. The courts also consider: the certainty that the plaintiff suffered injury; the closeness of the connection between the defendant's conduct and the injury suffered; the moral blame attached to the defendant's conduct; the policy of preventing future harm; the extent of the burden to the defendant and consequences to the community of imposing a duty of care; and the ability to insure for the risk. (*Merrill v. Navegar*, *supra*, 26 Cal.4th at p. 477; *Rowland v. Christian* (1968) 69 Cal.2d 108, 113.) The existence of a duty of care presents a question of law. (*Merrill v. Navegar*, *supra*, 26 Cal.4th at p. 477.)

We agree with the *Taylor* court that respondents do not owe a duty to Decedent under the circumstances presented here. First, although it is certain that Decedent suffered harm, "the connection between respondents' conduct and [Decedent's] injury is remote" because respondents did not manufacture or supply the Asbestos Products that caused injury. (*Taylor*, *supra*, 171 Cal.App.4th at p. 594.) "Little moral blame can be attached to the conduct for which [appellant] seeks to impose liability" because respondents are not responsible for warning of the "dangerous properties inherent in other manufacturers' products." (*Id.* at p. 595.) The blame must be placed on the manufacturers of the Asbestos Products, "who were in the best position to investigate and warn of the dangers posed by their products." (*Ibid*.) Imposing liability will not serve the policy of preventing future harm, because Asbestos Products are no longer being used with respondents' Equipment. It would be burdensome to impose a duty on respondents because it extends liability for failure to warn to companies "far outside of the distribution chain of the defective product," requiring a manufacturer to anticipate and warn of "every other product with which their product might foreseeably be used." (*Id.* at pp. 595-596.) It would be difficult to insure against liability because respondents would be required to "insure against 'unknowable risks and hazards,'" given that respondents could not know or control whether purchasers of the Equipment would elect to use asbestos or non-asbestos products with the Equipment, decades after the Equipment was installed. (*Id*. at p. 596.) Finally, respondents' conduct in manufacturing

the Equipment has "high social utility" because the Equipment is used to power Navy vessels and run factories. (*Ibid*.)

In sum, the factors for determining a duty of care weigh in favor of respondents. Appellant cannot assert a claim of negligent design against respondents. As the trial court observed, "there's nothing wrong with the design of the product. These products worked just fine. And it's only because people chose to use asbestos in connection with them that we're here." The trial court correctly gave judgment to respondents.

DISPOSITION

The judgment is affirmed.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS.

BOREN, P.J.

We concur:

DOI TODD, J.

CHAVEZ, J.