

1 was exposed to asbestos both by products he directly worked on and by products others worked
2 on near him. *Id.*

3 PCE provided engineering services (subcontractors) to Lockheed. *Id.* The Parties agree
4 that PCE did not provide asbestos-containing products to Lockheed. *Id.* Plaintiff alleges,
5 however, that PCE is liable because its employees worked on equipment containing asbestos
6 near him, which exposed him to asbestos dust and caused his mesothelioma.

7 The sole issue in this motion is whether Plaintiff can show that PCE is legally responsible
8 for exposing him to asbestos dust that came from products it neither manufactured, nor supplied.

9 **B. PENDING MOTION**

10 As discussed in previous orders, maritime law applies to this case. (Dkts. 211, 219, 281).
11 Both parties argue this motion under Washington law, but the outcome of the motion does not
12 change under either Washington or maritime law. Defendant's motion should be granted and
13 Plaintiff's claims against PCE should be dismissed.

14 **II. DISCUSSION**

15 **A. SUMMARY JUDGMENT STANDARD**

16 Summary judgment is proper only if the pleadings, the discovery and disclosure materials
17 on file, and any affidavits show that there is no genuine issue as to any material fact and that the
18 movant is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a). There is no genuine
19 issue of fact for trial where the record, taken as a whole, could not lead a rational trier of fact to
20 find for the nonmoving party. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574,
21 586 (1986) (nonmoving party must present specific, significant probative evidence, not simply
22 "some metaphysical doubt.").

1 **B. PRODUCTS LIABILITY**

2 To the extent that he intends to bring a products liability claim, PCE's motion for
3 summary judgment should be granted because Plaintiff does not provide any evidence that PCE
4 manufactured or distributed asbestos-containing *products*. *See McIndoe v. Huntington Ingalls*
5 *Inc.*, 817 F.3d 1170, 1173 (9th Cir. 2016).

6 **C. NEGLIGENCE**

7 As with all negligence claims, a plaintiff claiming negligence in an asbestos case must
8 demonstrate the elements of negligence. *See Hoyt v. Lockheed Shipbuilding Co.*, 3:20-cv-1648,
9 2013 WL 3270371 at *2 (W.D. Wash. 2013). Accordingly, a plaintiff must show that the
10 defendant owed a duty not to expose the plaintiff to asbestos fibers, breach of this duty, and that
11 the breach caused plaintiff's injury. *Id.*

12 Plaintiff does not produce sufficient evidence to support his claim of negligence.
13 Assuming PCE owed Plaintiff a duty, there is no evidence that it breached its duty or, assuming
14 it did breach a duty, that its breach caused Plaintiff's injury. Instead of providing such evidence,
15 Plaintiff relies on inapposite case law considering claims against manufactures of asbestos-
16 containing products to argue his claim survives because PCE employees worked on asbestos-
17 containing products in his vicinity. *See* Dkt. 271. While such evidence of possible exposure
18 may be sufficient in a products liability claim, it does not alone create a genuine issue of material
19 fact of negligence.

20 PCE's motion for summary judgment on Plaintiff's claim of negligence should be
21 granted.

