

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JAMES SARJEANT, et al.,

Plaintiffs,

v.

FOSTER WHEELER LLC, et al.,

Defendants.

Case No. 24-cv-01216-VC

**MOTION GRANTING ALLIED
FLUID'S MOTION FOR SUMMARY
JUDGMENT**

Re: Dkt. No. 214

The motion is granted. This ruling assumes the reader's familiarity with the facts, governing legal standards, and arguments made by the parties.

The only evidence Sarjeant submits to prove that he was exposed to an Allied Fluid product is a September 12, 2024 declaration from Sarjeant that stated, "I regularly saw the name Allied Packing & Supply on bills of materials or purchase orders, and I saw that Todd Shipyard was ordering gaskets and packing from Allied." Dkt. No. 236-2 at 2. But that declaration is directly contradicted by Sarjeant's prior deposition testimony, in which he stated that he did not know what company sold or supplied the gaskets or packing at Todd Shipyard, that he had never heard of a company called Allied Fluid or Allied Packing & Supply, and that he did not associate any products, materials, or services with a company called Allied. Dkt. No. 244-8 at 644-47 (Sarjeant's May 29, 2024 Deposition). At that deposition, Sarjeant was also asked whether there were any documents he could look at or people he could talk to that would refresh his recollection about whether he worked with or around any Allied product, and he answered "No." *Id.* at 649-50.

This Court finds as a matter of fact that the September 12 declaration is a sham affidavit

because the “inconsistency between [Sarjeant’s] deposition testimony and subsequent affidavit” is “clear and unambiguous.” See *Van Asdale v. International Game Technology*, 577 F.3d 989, 998 (9th Cir. 2009). Without any other evidence that Sarjeant was exposed to Allied Fluid’s products, an essential element of his claim, no reasonable jury could find for Sarjeant.

IT IS SO ORDERED.

Dated: October 4, 2024



VINCE CHHABRIA
United States District Judge