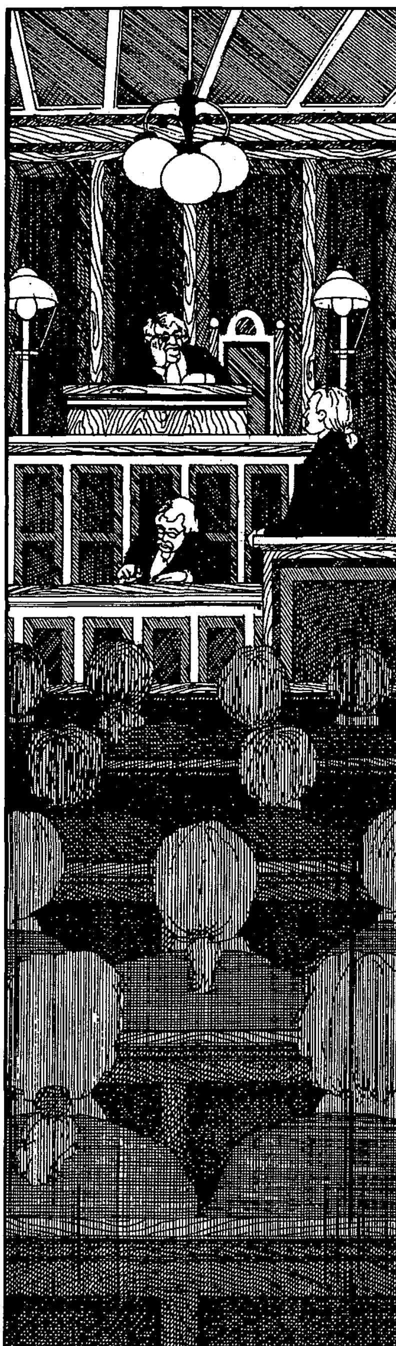
Legal Lore



The Mother of All Battles: The Quest for Asbestos Insurance Coverage

by Robert Sayler and William Skinner

Talk about a big case.

The first of us would arrive shortly before 9 AM at the side door of a dilapidated, abandoned schoolhouse, catty-corner from City Hall in San Francisco. Others were on their way. On some days, more than a hundred lawyers would trace the same steps from nearby offices and apartments. Groups of us would congregate in the hall for a while, whispering furtively, and then enter the vast space that years before had served as the school's auditorium. The theater chairs on the main floor had been ripped out. The floor was newly covered with acoustical carpeting. In place of auditorium chairs, dozens of counsel tables sat, each containing fancy electronic objection buttons and computers. Counsel had assigned seats so the judge could keep straight who was advocating what. The stage curtains were replaced by sound-friendly panels, and the stage was outfitted with a witness stand, a jury box, and a judge's bench.

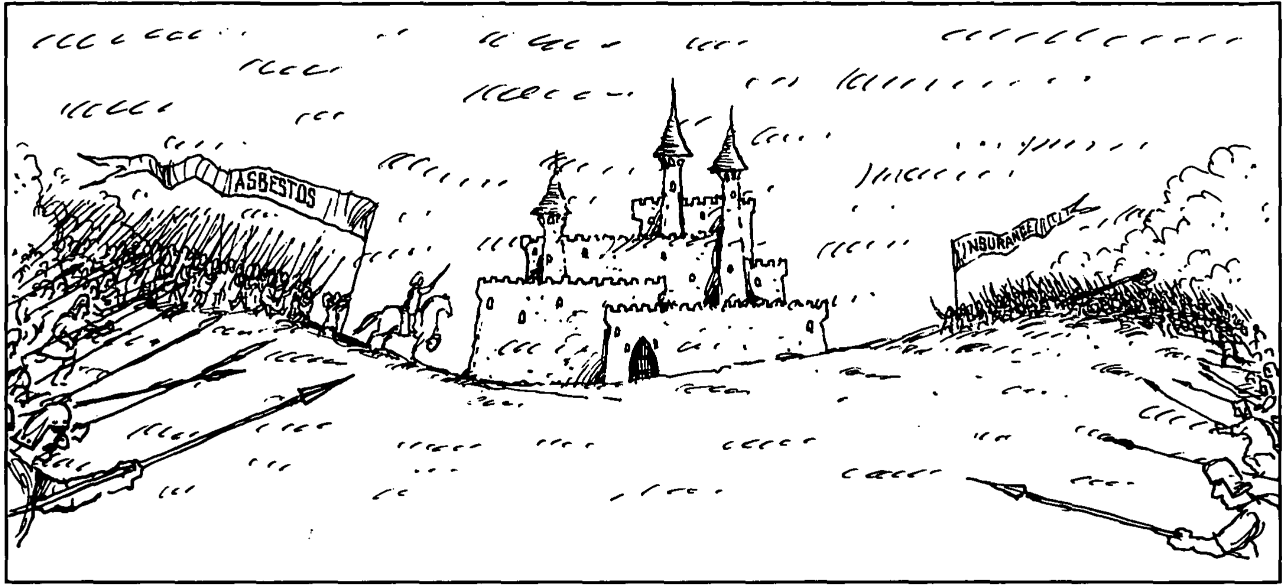
It felt surrealistic. This ancient building that had survived numerous earthquakes—but with signs that it was unlikely to do so again—hid in its bowels the ultimate state-of-the-art courtroom to accommodate over 100 lawyers and more than five times that many visitors. It was the biggest courtroom ever: Nourse Auditorium.

The lawyer procession recurred most days for four years, and so did the ritual. The judge would enter at the strike of the hour. Every morning, the same case was called. The court had been relieved of virtually all other responsibilities. The trial lawyers could not think of handling anything else; this was it. One case produced all this:

- Four years of trial in six phases (with time off only for vacations and interim rulings)
- 43,000 pages of trial transcript
- 3,600 trial exhibits
- Two years of intensive discovery with billions of produced documents and over 1,100 depositions
- Several thousand pages of briefs
- 500 pages of trial court and appellate rulings that have affected a profoundly important area of American litigation
- The most complex and financially significant private settlement resolution on record—the Wellington Agreement.

Robert Sayler and William Skinner are partners with Covington & Burling in Washington, DC.

HeinOnline -- 27 Litigation 45 2000-2001



So there we were, trapped in a 16-year time warp.

It was a litigation explosion wrapped in one case. What in the world could set off such tumult? Billions of dollars of insurance funds on one side and the corporate life of companies that had once produced or installed asbestos products on the other. That volatile combination yielded *In re Coordinated Asbestos Insurance Coverage Cases*, Judicial Council Coordination Proceeding No. 1072. As far as can be gleaned from statistics, it was perhaps the biggest trial in history.

The Players. On the insurers' side were over 100 domestic and foreign companies, including most of the largest insurance companies in the world. These included Hartford, Aetna, Travelers, American Insurance Group, Chubb, CIGNA, Home, CNA, Liberty Mutual, Reliance, Fireman's Fund, and various London companies and syndicates; the list went on and on. They did not want to help defray the enormous costs of the asbestos cases. Consolidated on the other side were five corporate policyholders: Johns Manville, Fibreboard, GAF, Nicolet, and Armstrong World Industries (the latter our client). We all wanted the same thing: to call upon the policies' promise to cover defense costs and reimburse our clients for all sums (the contract pledge) for which our clients became liable.

The five companies had disparate histories in their involvement with asbestos products, ranging from Johns Manville's substantial market share to Armstrong's much more modest manufacturing and installation history. Still, all the producers faced behemoth potential exposure because all had been sued thousands of times by the time the coverage action was filed. It was clear by then, given the landmark decision of the Fifth Circuit in the *Borel* case, that a slew of cases would follow and that the producers' prospects for defeating liability were slim.

Nonetheless, no one quite expected what happened. Although hundreds of thousands of asbestos tort cases have been resolved by judgment or settlement, there are some 160,000 suits still pending against producers. Plaintiffs asserting bodily injury arising out of exposure to asbestos filed most of them. Some were lodged by property owners alleging damage due to the presence of asbestos insulation products in their buildings. Court decisions have graphically described what happened. The Third Circuit observed that asbestos litigation has been "an unparalleled situation in American tort law." *In re School Asbestos Litigation*, 789 F.2d 996, 1000 (3d Cir. 1986). The Judicial Panel for Multidistrict Litigation (MDL Panel) summarized what it terms the "most objectionable aspect of asbestos litigation":

> [D]ockets in both federal and state courts continue to grow; long delays are routine; trials are too long; the same issues are litigated over and over; transaction costs exceed the victims' recovery by nearly two to one; exhaustion of assets threatens and distorts the process; and future claimants may lose altogether.

In re Asbestos Products Liability Litigation (No. VI), 771 F. Supp. 415, 419 (J.P.M.L. 1991) (quoting Report of the Judicial Conference Ad Hoc Committee on Asbestos Litigation 1-3 (1991)).

The Judge. The case was assigned for all purposes to Judge Ira Brown of the San Francisco Superior Court. A man of near mythical proportion in trial expertise (having co-authored the leading treatise on civil procedure in California) and intimidation. California lawyers report that, in many firms, young litigators were required to engage in one or more ordeals by fire by arguing, usually motions, before Judge Brown as a requisite merit badge before calling themselves real litigators. The judge was a very able and very scary, stunning master of fact, procedural expert par excellence.

The Key Issue. Over the years, each policyholder purchased substantial amounts of comprehensive general liability coverage. All told, the five policyholders had over $5 billion worth of CGL products coverage, written as far back as the second world war when the government required that asbestos be installed in ships and otherwise because of its superb fire-retardant properties. At that time, many workers were exposed to asbestos fibers. Substantial exposure to asbestos continued for many years thereafter. The policy-

HeinOnline -- 27 Litigation 46 2000-2001

holders had relatively small limits of coverage in those early years (as was common at the time), growing to much larger blocks of coverage in the 1960s, 1970s, and early 1980s. In the late 1970s and early 1980s, the insurers started adding asbestos exclusions to the policies of many of the insureds that had tendered claims, thereby making coverage unavailable under newly purchased policies. Thus, the issue was whether insurers that had written coverage and collected premiums for decades prior to the 1980s had any obligations to the policyholders once the damaging effects of asbestos exposure became known.

Billions hung on the answer to the question. It was literally bet-the-company for some of the policyholders. Indeed, the largest company in the consolidated case, Johns Manville, declared bankruptcy in 1982, well before the coverage case was resolved. Many others followed in its wake.

The Insurers Ran for Cover Rather than Coverage. Faced with the prospect of honoring their policy obligations to defend their policyholders and cover all sums for which the policyholders became liable in settlement and judgment, perhaps it is no surprise that the insurers searched for reasons to say no. Early on, the 100+ insurers advanced nearly every defense within the realm of imagination—everything from "We cannot find copies of our own policies, so maybe you were not insured at all"; to claims that the policyholders "expected or intended" injuries at the time they bought their insurance protection; to assertions of late notice; to the kitchen sink.

Despite the almost unlimited collection of defenses advanced by counsel for all these insurers, the insurance carriers' major defenses came down to one principal contention and a slightly less significant first cousin to it.

The essence of the chief carrier defense was the *trigger of coverage* contention. The argument was that maybe some carrier, somewhere in the 40-year continuum of coverage, owed the policyholders some protection, but each carrier was asserting that it had no coverage responsibilities at all or only tiny ones. The answer was not clear from the cases; federal appellate decisions across the country were divided. There was no California authority right on point. Nevertheless, we felt that a trial record more complete than that previously compiled would tear right at the heart of the carriers' conflicting, coverage-eviscerating positions.

The Rainbow Coalition. Sure enough, here Humpty Dumpty shattered into fragments. On the table, in the hundreds of policies bought by thousands of policyholders over those several decades was standard form language, and it was virtually identical in all of the policies. Importantly, the key language had been drafted by committees put together by the insurers. Thus, we were dealing with boilerplate language, with only minor language changes made over time by insurer drafters.

Another piece of important background: The law in California was then, and remains, absolutely clear that insurance policies routinely be read broadly to promote coverage—that restrictive, coverage-defeating readings be given to insurance policies only where such a reading is compelled by plain, unambiguous language. The carriers (with guns blazing) argued that their identical insurance policies meant utterly inconsistent things. The carriers locked in mortal combat not just with us but with each other as well.

The Coverage Chart

As Exhibit 1 of Armstrong's case, we produced a monster coverage chart graphically depicting Armstrong's coverage from 1942 to 1980. The chart detailed how much coverage Armstrong bought from each carrier in each year in both the primary and umbrella levels and extended all the way through the blocks of excess insurance coverage in later years that sat atop the lower-level coverage. Here is what the chart showed:

About one-fourth of Armstrong's insurers (we painted these bright green on our chart) argued that the only event that had anything to do with identifying which carrier or carriers should respond to a given claim by, say, a ship worker was when his disease *manifested.* It was never clear what they meant by that, because their position changed over time, but the manifestation-carriers seemed to say that the only carrier that had to respond to a risk was the carrier which wrote coverage the year a doctor said to a patient, "I now have terrible news for you: You have asbestosis." Sometimes some of the carriers said the test was when a disease was first diagnosable rather than diagnosed, but you get the idea. Something very late in the progression of the disease. That would mean that, at most, one year of coverage could be tapped, the carrier on the risk at the time of manifestation. If that happened to be after asbestos exclusions were added in the late 1970s and early 1980s—when, by far, the lion's share of cases were filed—no insurance company would have any responsibility whatsoever. So said the manifestation-carriers—major players like Aetna, Liberty Mutual, INA, Fireman's Fund, and others. This was the most profitable position for the insurers. That is why their color on the chart was green: for greed.

Dead wrong, said another big block of major companies: Travelers, Home, AIG, and others. They said the time a disease became manifest had exactly nothing to do with a carrier's obligation to respond to a claim. Instead, they said that the period of exposure to asbestos, typically decades ago when policy limits were tiny, was when most of these carriers had little or no outstanding coverage. These were the reds on our chart of this rainbow coalition.

A third group of carriers (CNA, Crum and Forster, Puritan, and others) took this curious stance: "We know we don't want to pay you, but we have no idea what triggers coverage under our policies." They initially denominated themselves the *no-position carriers.* They later decided to call themselves the *nonaligned carriers*, apparently because they believed that title was more dignified. We painted them yellow on the rainbow (about which they protested belatedly but mightily) for not having sufficient resolve even to suggest an answer to the question.

The final remarkable position was that of the candy stripers; we painted them red and green. This was the London Market. Here, we were not just talking about standard-form contracts that essentially said the same thing. At issue was London's position on the single policy it issued to Armstrong, for instance, in 1957 when London companies and syndicates issued the policy. Was it supposed to be triggered on manifestation or exposure or some other basis? The problem was that the London forces split right down the middle. The London interests hired two sets of American lawyers to argue, in diametric

HeinOnline -- 27 Litigation 47 2000-2001

contradiction, (1) that the insurer on the risk on the date of manifestation had sole responsibility to respond, and nothing else mattered; and (2) while another half of the market said, as to the same contracts, that this manifestation position was nonsense, that the date of manifestation was irrelevant because the carriers who wrote coverage decades ago during the period of exposure to asbestos had sole responsibility.

Matters got worse at trial for the carriers when the evidence proved that the rainbow of carrier trial positions, when viewed over time, was really a kaleidoscope of many carriers taking ever-changing, inconsistent, coverage-defeating positions over the years. In order to prevail on these coverage-eviscerating points, each carrier had the burden of demonstrating that its current position was compellingly clear, that we and all other insurers in the room were bonkers (as was their own earlier and different position).

It was quite a circus. So that Judge Brown could keep track of what insurer was arguing what, he assigned them seats in this huge auditorium in a manner resembling the political parties in some European legislature. The manifestation-carriers' lawyers had to sit on the far left, the exposure advocates somewhere in the middle, the yellow no-position carriers over at the back right, with the candy stripers mixed in all over the place. After a several-hour series of evidentiary objections to a single question early in the case, the judge forced the conflicting-view carriers to elect team captains to make the objection for their viewpoint. It was not one person, one vote; it was one restrictive position on trigger of coverage, one objection.

The Medicine. The insurers advocating these wildly different positions went on to confront two other big problems at trial: division among their hired medical experts and real trouble from the folks who had actually drafted the contracts at issue. On the first, the insurers found and paid medical experts to paint two equally far-fetched, utterly irreconcilable portraits of the relevant medicine. One group of experts claimed that all injury resulting from inhalation of asbestos was over and done with immediately upon the exposure to asbestos decades ago, even though the asbestos fibers continued to cause injury in the body for decades thereafter in those persons who eventually developed asbestos-related diseases. The second group tried to make the case that no injury existed at all until a doctor found it (akin to saying that undetected cancer is no cancer until a doctor detects it on his X-ray machine). Of course, we thought the doctors on our side were compelling in testifying that both views were nuts and that the inhalation of asbestos fibers sets off a long, continuously worsening process of substantial injury in those persons who eventually develop asbestos-related diseases.

The Drafting History. The other big problem was that neither the advocates for exposure nor those for manifestation could take any comfort in—worse, they were devastated by—the testimony of those insurer representatives who actually drafted the policy language. They had left behind comprehensive records of their deliberations. The main drafters also testified at trial in person or by deposition. This record showed beyond any doubt that the drafters had considered adding to the standard-form contracts a provision saying that, in the case of a continuous injury process, all injury (for insurance purposes) would be deemed to have occurred at the point of manifestation or, alternatively, at the point of exposure. Those approaches had received the most serious consideration and were flatly rejected for the most serious of reasons. Yet, one drafter, we thought comically, tried to stake out the most bizarre of positions—what we termed the *Tet-Offensive position*: "We had to destroy the village in order to save it." This drafter, who used to work for a carrier at trial advocating the manifestation position, said that the drafters had rejected language prescribing a manifestation trigger of coverage in order to make it clearer that this is exactly what they meant to adopt. Seeing this coming, the carriers tried their darnedest to keep this comprehensive record out of evidence—indeed at one point, some carriers filed a brief claiming (as point one) that the drafting history was too complete and comprehensive to pass evidentiary muster and (as point two) that it was too incomplete to come into evidence. It came into evidence anyway, despite the two bears' claim that the soup was too hot and too cold.

Alice Run Amuck. Perhaps the reference was induced by the fantasy feel of our mega-courtroom. For that reason, or otherwise, one of the insurers' earliest briefs ridiculed our position by invoking no less an authority than Humpty Dumpty: "When I use a word, it means exactly what I want it to mean, neither more nor less." Carroll L: *Alice's Adventures in Wonderland.* New York: Grossett & Dunlap, 1946. Now that stirred us up mightily. Growing up in the Midwest, both of us had been weaned on Lewis Carroll bedtime reading. It struck us odd indeed that the carriers wanted to play in Alice-in-Wonderland country, given that the carriers could not agree among themselves as to what the contract words meant and that all were endeavoring to read into the contracts terms of restriction not found there, even rejected during its drafting. So that somewhat innocent

(Please turn to page 60)

HeinOnline -- 27 Litigation 48 2000-2001

sober one, and much more in need of it." The decision suggests the theme that the city has an unqualified duty to keep its streets safe for all members of the public, and it should not be excused from neglecting this duty even toward an intoxicated man. This might provide the jury with a logical basis for providing a recovery to a bereaved and sympathetic, albeit irresponsible, plaintiff.

As Phoenix attorney Robert Begam noted, "The first thought, the first image, the first argument, the first word you hear is the one that has the most profound impact." To put it another way, you get only one chance to make a good first impression. Use it to your best advantage. If you perform your job well, the jury should appreciate that you are an honest lawyer with a client who has strengths, weaknesses, and problems that the jury can understand and may share. Your client could not ask for more.

Legal Lore

(Continued from page 48)

reference set off a new theater of war to see who could find the most apt Alice references. That competition reached such fever pitch that the lobby bookstore in the apartment building housing many of us sold out of the Alice books several times over. Alice aficionados can rest assured the greatest hits were milked dry—everything from Rule 42 to the "Knight's scheme to get over the fence," to "it's a very poor memory indeed that only works backward," to all the rest.

We smugly believed that our closing argument hit on the most apropos piece in that rich literature:

> "[I will pay you] twopence a week, and jam every other day," the Queen said.
>
> "It's very good jam."
>
> "Well, I don't want any today, at any rate," said Alice.
>
> "You couldn't have it if you did want it," the Queen said. "The rule is, jam tomorrow and jam yesterday—but never jam today."
>
> "It must come sometimes to jam today," Alice objected.
>
> "No it can't," said the Queen. "It's jam every other day: Today isn't any other day you know. And it never can be."

That, we said, was this case. Carriers writing lots of policies in early years said go get your jam from the later carriers. The later carriers pointed to the earlier ones. The candy stripers pointed at each other, just not themselves. The no-position carriers said it just falls to somebody else. Jam over there, jam over here, but do not look at them—insurance coverage every *other* day.

We liked that, although this tale says a lot more about the zany things trial lawyers do to try to maintain their sanity than it says anything remotely reminiscent of advocacy skill.

The Resolution. On May 28, 1989, all parties were hailed to court at 9 o'clock sharp to hear Judge Brown read his initial decision on this most important phase of the case—the preparation for, and participation in, having consumed everyone's life for better than half a decade.

Counsel often met on the street for the walk to court. That was always a time of good cheer, lots of bantering, and jokes. Perhaps odd for a case of this intensity, relations between opposing counsel were always professional, in many cases downright friendly—but not this day. The walk this day seemed twice as long. No one said a word. There was no amiable mingling in the hall once all arrived. Everyone repaired promptly to their assigned seats and stared at the clock, waiting for the strike of nine.

Then came Judge Brown, carrying a very large document; it would be a decision to end all decisions. The stomachs tightened even further. He began with his own reference to Alice: "The time has come," the Walrus said, "to talk of many things: Of shoes—and ships—and sealing-wax—Of cabbages—and kings . . ." Carroll, 1946. So he spoke of many things. Some of us were glad he did.

Not surprisingly, the carriers' efforts to engraft manifestation-only or exposure-only restrictions onto their contracts were roundly rebuffed both in the trial court's comprehensive 93-page opinion on this point and in the appellate court opinion some years later. So, too, was the carriers' back-up argument (their scope-of-coverage defense) that, even if a policy issued during a period of injury was triggered, the carrier would have to pay only a little bit, a pro-rata share. The argument went like this: If continuous injury took place over, say, 30 years and AIG only wrote coverage during six of those years, it had to pay only 20 cents on the dollar. The carriers said this was true even if AIG had written $100 million worth of coverage in those six years, the claim at issue was for only $5 million, and the policyholder did not have coverage during the other 24 years (or could not get it because of an exclusion). Judge Brown and the court of appeals declined to find any basis for reading into the contract any *sub silentio* pro-rata restriction. Many courts around the country have subsequently agreed.

So it came to this: After years of wrangling over whether to consolidate all the coverage cases, two years of discovery, four years of trial, and an elaborate appeal process, the California courts decided any number of important issues that both resolved this case and had an important bearing on the shape of insurance coverage litigation nationwide. Not all were resolved in favor of the policyholders, but by far the most important rulings were (1) as to bodily injury claims (because asbestos sets off a period of continuous injury), every insurer writing coverage during that period of continuous injury could be called upon to respond up to its full policy limits without any proration to the policyholder (subject to that carrier's right to seek contribution from other insurers on the risk during other parts of that process); (2) as to property damage cases (i.e., asbestos in buildings) every carrier on the risk during the period of installation, or fiber-released by re-entrainment or at the time of asbestos rip-out, had to respond in full up to the limits of its coverage.

Partial Peace Broke Out. Another legacy of this ordeal was that many parties to the case (and others as well) were able during the course of the litigation to hammer out the most comprehensive, complex, and financially important settlement to our knowledge on record: the so-called Wellington Agreement. So it was that policyholder participants and many of the carriers were able to resolve their differences as to the handling of asbestos bodily injury claims even before

HeinOnline -- 27 Litigation 60 2000-2001

Judge Brown's opinion was penned on that subject. That agreement also established alternative dispute-resolution machinery to address a host of other disputes, a mechanism that has stood up well to the test of time and has given impetus to other similar resolutions.

It took a long time: complaints filed in the late 1970s and early 1980s; Judge Brown's several hundred pages of initial opinions in the late 1980s followed by final opinions issued in January of 1990; appellate court affirmance in 1993 and, following remand, in 1996; and the matter finally put to rest when the Supreme Court of California declined further review in 1996. By any measure, it sure was an important case—16 years of the ultimate bet-the-company litigation.

A recent trip confirmed our fears: The doors are now firmly bolted at Nourse Auditorium, the courtroom totally dismantled. The empty auditorium sits there still, neither disturbed by the La Loma earthquake of 1989 nor the equivalent fury of the mother of all battles.

Literary Trials

(Continued from page 64)

insight into future taste, he would make a unique collection, which at his death would pass to the nation under the title 'Forsyte Bequest.'

If the divorce went through, he had determined on his line with Madame Lamotte. She had, he knew, but one real ambition—to live on her '*rentes*' in Paris near her grandchildren. He would buy the goodwill of the Restaurant Bretagne at a fancy price. Madame would live like a Queen-Mother in Paris on the interest, invested as she would know how. (Incidentally Soames meant to put a capable manager in her place, and make the restaurant pay good interest on his money. There were great possibilities in Soho.) On Annette he would promise to settle fifteen thousand pounds (whether designedly or not), precisely the sum old Jolyon's had settled on 'that woman.'

A letter from Jolyon's solicitor to his own had disclosed the fact that 'those two' were in Italy. And an opportunity had been duly given for noting that they had first stayed at a hotel in London. The matter was clear as daylight, and would be disposed of in half an hour or so; but during that half-hour he, Soames, would go down to hell; and after that half-hour all bearers of the Forsyte name would feel the bloom was off the rose. He had no illusions like Shakespeare that roses by any other name would smell as sweet. The name was a possession, a concrete, unstained piece of property, the value of which would be reduced some twenty per cent. at least. Unless it were Roger, who had once refused to stand for Parliament, and—oh, irony!—Jolyon, hung on the line, there had never been a distinguished Forsyte. But that very lack of distinction was the name's greatest asset. It was a private name, intensely individual, and his own property; it had never been exploited for good or evil by intrusive report. He and each member of his family owned it wholly, sanely, secretly, without any more interference from the public than had been necessitated by their births, their marriages, their deaths. And during these weeks of waiting and preparing to drop the Law, he conceived for that Law a bitter distaste, so deeply did he resent its coming violation of his name, forced on him by the need he felt to perpetuate that name in a lawful manner. The monstrous injustice of the whole thing excited in him a perpetual suppressed fury. He had asked no better than to live in spotless domesticity, and now he must go into the witness box, after these futile, barren years, and proclaim his failure to keep his wife—incur the pity, the amusement, the contempt of his kind. It was all upside down. She and that fellow ought to be the sufferers and they—were in Italy! In these weeks the Law he had served so faithfully, looked on so reverently as the guardian of all property, seemed to him quite pitiful. What could be more insane than to tell a man that he owned his wife, and punish him when someone unlawfully took her away from him? Did the Law not know that man's name was to him the apple of his eye, that it was far harder to be regarded as cuckold than as seducer? He actually envied Jolyon the reputation of succeeding where he, Soames, had failed. The question of damages worried him, too. He wanted to make that fellow suffer, but he remembered his cousin's words, "I shall be very happy," with the uneasy feeling that to claim damages would make no Jolyon but himself suffer; he felt uncannily that Jolyon would rather like to pay them—the chap was so loose. Besides, to claim damages was not the thing to do. The claim, indeed, had been made almost mechanically; and as the hour drew near Soames saw in it just another dodge of this insensitive and topsy-turvy Law to make him ridiculous; so that people might sneer and say: "Oh, yes, he got quite a good price for her!" And he gave instructions that his Counsel should state that the money would be given to a Home for Fallen Women. He was a long time hitting off exactly the right charity; but, having pitched on it, he used to wake up in the night and think: 'It won't do, too lurid; it'll draw attention. Something quieter—better taste.' He did not care for dogs or he would have named them; and it was in desperation at last—for his knowledge of charities was limited—that he decided on the blind. That could not be inappropriate, and it would make the Jury assess the damages high.

* * *

The case was reached before noon next day, and was over in little more than half an hour. Soames—pale, spruce, sad-eyed in the witness-box—had suffered so much beforehand that he took it all like one dead. The moment the decree nisi was pronounced he left the Courts of Justice.

Four hours until he became public property! 'Solicitor's divorce suit!' A surly, dogged anger replaced that dead feeling within him. 'Damn them all!' he thought; 'I won't run away. I'll act as if nothing had happened.' And in the sweltering heat of Fleet Street and Ludgate Hill he walked all the way to his City Club, lunched, and went back to his office. He worked there stolidly throughout the afternoon.

On his way out he saw that his clerks knew, and answered their involuntary glances with a look so sardonic that they were immediately withdrawn. In front of St. Paul's, he stopped to buy the most gentlemanly of the evening papers. Yes! there he was! 'Well-known solicitor's divorce. Cousin co-respondent. Damages given to the blind'—so, they had got that in! At every other face, he thought: 'I wonder if you know!' And

HeinOnline -- 27 Litigation 61 2000-2001