50-275/323

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Attorneys for
UNITED SERVICES AUTOMOBILE ASSOCIATION

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

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| IN RE<br><br>PACIFIC GAS & ELECTRIC COMPANY<br><br>Debtor. | CASE NO. 01-30923 DM<br><br>Chapter 11 Case<br><br>THE HONORABLE DENNIS MONTALI<br><br>Date: September 11, 2001<br>Time: 1:30 p.m.<br>Place: 235 Pine Street, 22nd Floor |

**DECLARATION OF RANDY W. GIMPLE IN SUPPORT OF UNITED SERVICES AUTOMOBILE ASSOCIATION'S MOTION PERMITTING MODIFICATION OR LIFTING OF THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1)**

1. I am an attorney duly admitted to practice before the Federal District Court for the

 A001 Add: RidsOgcMailCenter

Northern District of California and am a partner with the law firm of Carlson, Calladine & Peterson, counsel for moving party, UNITED SERVICES AUTOMOBILE ASSOCIATION (hereinafter USAA), in *USAA v. Pacific Gas & Electric*, San Francisco County Superior Court Case No. 316763. I make this declaration in support of USAA's Motion Permitting Modification or Lifting of the Stay Pursuant to 11 U.S.C. Section 362(d)(1). I have personal knowledge of the facts set forth herein and am competent to testify thereto.

2. By written agreement, USAA and PG&E stipulated that statutes of limitations on any and all actions, claims or demands arising on behalf of USAA and against PG&E would be tolled effective February 1, 1999 and until such time as either party served written notice of intent to discontinue said toll.

3. Due to PG&E's failure to respond to USAA's requests, on November 16, 2000, I prepared and served on behalf of USAA written notice of USAA's intent to terminate the agreement and file an action to enforce USAA's rights against PG&E.

4. On November 16, 2000, USAA filed a Complaint for Damages and for Injunctive relief for Nuisance, Trespass, Strict Liability, and Negligence in San Francisco Superior Court, Case No. 316763 (hereinafter the Non-Bankruptcy Action). The Complaint sets forth the relevant facts leading up to the filing of the Complaint and upon which relief is sought. Attached hereto as Exhibit "A" is a true and correct copy of the Complaint.

5. The Complaint alleges causes of action which solely involve state law issues regarding a hazardous condition, strict liability, nuisance, trespass, and negligence under California law.

6. The Complaint was filed along with a request for a jury trial.

7. In addition to monetary damages, the Complaint seeks a permanent injunction requiring PG&E to (a) conduct a complete and thorough investigation to determine the precise location of the leak or leaks causing natural gas to contaminate plaintiff's land and property; (b) permanently repair and correct all conditions causing any such leaks; (c) extract and remove from USAA's land, soil, buildings and other property all detectable natural gas or natural gas residue or by-products remaining therein; (d) perform detailed and thorough monitoring thereafter and for as long as the Court shall direct to confirm that natural gas contamination does not reoccur; and (e) reimburse USAA for all loss, damage and costs,

whether direct, indirect, incidental, consequential or otherwise, resulting from PG&E's performance of such measures.

8. Shortly after the filing and service of the Complaint, I prepared and served upon PG&E written discovery relevant to the technical and factual issues in the case. On February 6, 2001, I met with Steven Burke, Esq., of Sedgwick, Detert, Moran & Arnold, counsel for PG&E in the action. During that meeting, Mr. Burke and I discussed the legal and technical issues in the case and began to develop a streamlined discovery process. Also during this meeting, we discussed the prospects for mediation and, on behalf of PG&E, Mr. Burke committed to a plan to mediate the matter within 120 days. I indicated that my client had become frustrated in its efforts to engage PG&E in negotiations before suit was filed but that I would discuss mediation with my client again.

9. By the conclusion of our meeting, Mr. Burke and I had reached agreement that, on February 26, 2001, we would simultaneously exchange "position papers," in which USAA would set forth the bases for its claims that PG&E was the source of the gas contamination and PG&E would set forth its bases for denying those claims. On USAA's part, I agreed not to force immediate compliance with our written discovery and instead to work with USAA's technical consultant in an effort to refine a more narrow scope of discovery. I also agreed to provide an itemized statement of damages and to discuss the concept of mediation with my client. Mr. Burke agreed that PG&E would participate with us in developing a protocol for further testing at the site and that he would advise whether PG&E would consider splitting the cost for that testing. As discussed, the purpose of this testing was to determine the critical issue of whether there remained a gas-contamination problem at the USAA site and, if so, to identify the source for that gas. By conducting the test on a mutually acceptable protocol I indicated that we would then have results which neither party could challenge, thereby further streamlining the issues and advancing the prospect of resolution.

10. After our meeting, we exchanged our respective "position papers." Thereafter, Mr. Burke advised me that PG&E's technical staff had reviewed the various contentions in USAA's position paper and defined for me those contentions which PG&E would concede for purposes of mediation. Discussions then began to focus upon USAA's willingness to engage in private mediation, in light of PG&E's then-demonstrated commitment to attempt to resolve these issues informally.

11. The Superior Court set this case for a status conference on April 20, 2001.

12. For some time prior to my receipt of PG&E's Notice of Filing of its petition with this court, I had consulted with USAA's technical consultant to narrow our discovery requests and to develop a protocol and cost estimate to submit to USAA and to PG&E for consideration. A true and correct copy of that testing protocol, which was delivered to me after the filing of PG&E's petition, is attached hereto as Exhibit B.

I declare under penalty of perjury the laws of the United States of America and the State of California that the foregoing is true and correct. Executed this 24 day of August, 2001 at San Francisco, California.

RANDY W. GIMPLE

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Attorneys for Plaintiff
UNITED SERVICES AUTOMOBILE ASSOCIATION

ENDORSED
FILED
San Francisco County Superior Court

NOV 1 6 2000

GORDON PARK-LI, Clerk
BY: MIKE MORRIS
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

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| UNITED SERVICES AUTOMOBILE ASSOCIATION, a reciprocal interinsurance exchange,<br><br>Plaintiff,<br><br>vs.<br><br>PACIFIC GAS & ELECTRIC COMPANY, a corporation, and DOES 1 through 20, inclusive,<br><br>Defendants. | CASE NO. 316763<br><br>**COMPLAINT FOR DAMAGES AND FOR INJUNCTIVE RELIEF FOR NUISANCE, TRESPASS, STRICT LIABILITY AND NEGLIGENCE; DEMAND FOR JURY TRIAL** |

APR 2 0 2001
PLAN I
9:00 A.M.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff, UNITED SERVICES AUTOMOBILE ASSOCIATION (hereinafter "Plaintiff" or USAA), is a reciprocal interinsurance exchange and, at all times material hereto, is and was the owner and possessor of buildings, improvements and land located at the intersection of Silica Avenue and Harvard Streets in the City of Sacramento, County of Sacramento and State of California (hereinafter referred to as "the Site").

2. Upon information and belief, Defendant PACIFIC GAS & ELECTRIC COMPANY (hereinafter "Defendant" or "PG&E"), at all times material hereto, is and was a



EXHIBIT A

corporation organized and existing under the laws of the State of California and maintaining a principal place of business in San Francisco, California.

3. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants DOE 1 through DOE 20, inclusive, are unknown to plaintiff, who therefore sues said defendants under such fictitious names. Plaintiff will amend this complaint to reflect the true names and capacities of DOES 1 through 20 when same is ascertained.

4. At all times material hereto, USAA employed persons and performed insurance business through its offices located at the Site.

5. Upon information and belief, PG&E installed, maintains and owns underground natural gas transmission lines, as well as the natural gas within them, in the vicinity of plaintiff's buildings and other improvements located at the Site.

6. Prior to December of 1996, USAA received from its employees and visitors complaints of noxious gas odors emanating into and through Building II at the Site and, in response thereto, undertook to determine the source of said odors.

7. After expending substantial sums and effort to investigate the characteristics and cause of the gas vapors, USAA became aware in December of 1996 that the source of the gas was underground natural gas pipelines owned, installed and maintained by defendant, PG&E. Immediately upon this discovery, USAA requested that PG&E conduct its own inspection, evaluation and remediation efforts..

8. Upon information and belief, in response to USAA's request for further investigation by PG&E, in February of 1997 PG&E discovered a leak in its two-inch Silica Avenue natural gas main line, which leak was not adequately repaired and continues to cause natural gas infiltration into subsurface soils on the Site, as well as contamination of plaintiff's land, buildings and improvements, including build-up of hazardous, combustible gas in and around electrical conduits, switchgear and electrical boxes serving USAA's buildings on the Site.

9. USAA has repeatedly requested that PG&E correct and abate the natural gas contaminating plaintiff's land and improvements yet PG&E has failed and refused to do so, notwithstanding the fact that USAA has shared with PG&E the results of its extensive and detailed

investigation and analysis. As a result of PG&E's failure to abate these hazardous conditions, plaintiff has expended substantial sums and effort to identify and measure gas levels at the Site, to design, install and operate a monitoring system and to design, install and operate an interim vacuum exhaust system to eliminate potentially combustible and hazardous gas, all of which was reasonably necessary to provide a temporary remedy for the contamination of USAA's properties and to protect USAA's employees and business visitors from potentially hazardous risks to their lives and safety.

10. USAA has further repeatedly requested that PG&E reimburse plaintiff for the costs to investigate and effect an interim remedy of the aforesaid hazardous conditions and to conduct permanent remediation and repair efforts, yet PG&E continues to refuse to reimburse plaintiff or to provide a permanent remedy for the hazardous conditions it created.

11. As a direct and proximate result of the aforementioned hazardous conditions created by PG&E, USAA has suffered damages in excess of $1,000,000 for investigation costs and expenses, gas monitoring, soil remediation, interim life and safety precautions, depreciation in property value and other costs and expenses reasonably necessary to protect the lives and safety of plaintiff's employees and business guests and to protect plaintiff's land and improvements from further damage or destruction, all of which are continuing and ongoing damages of plaintiff.

12. By written agreement, USAA and PG&E stipulated that statutes of limitations on any and all actions, claims or demands arising on behalf of USAA and against PG&E would be tolled effective February 1, 1999 and until such time as either party serves written notice of intent to discontinue said toll. Since February 1, 1999, plaintiff has repeatedly requested that PG&E address USAA's claims and contentions, yet PG&E has failed to do so, thereby leaving plaintiff no choice but to provide notice, on November 15, 2000, of its own intent to terminate the agreement and file this action to enforce USAA's common-law and statutory rights against PG&E.

## FIRST CAUSE OF ACTION

### Nuisance As Against All Defendants

13. Plaintiff incorporates by this reference the allegations contained in paragraphs 1 through 12, above, as though those allegations were fully set forth herein.

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14. USAA is the lawful owner and occupier of land, buildings and other improvements on the Site, wherein USAA employs persons and conducts its insurance business.

15. Upon information and belief, defendants installed, own, maintain and exercise exclusive control over underground natural gas pipelines, as well as the natural gas flowing through those lines, which are situated in the vicinity of USAA's buildings and beneath other private and public property and improvements adjacent to the Site.

16. Upon information and belief, defendants have maintained and controlled their property, including their underground natural gas pipelines and the natural gas flowing through them, in such a manner as to cause natural gas infiltration into subsurface soils on the Site, as well as contamination of plaintiff's land, buildings and improvements, including build-up of hazardous, combustible gas in and around electrical conduits, switchgear and electrical boxes serving USAA's buildings on the Site.

17. The aforementioned use, maintenance and control of defendants' underground natural gas pipelines, and of defendants' gas flowing through them, constitutes a continuing private nuisance within the meaning of Section 3479 of the California Civil Code, in that it is injurious to the employees and business guests of plaintiff and has further interfered with plaintiff's use of its property.

18. On numerous occasions between December of 1996 and the filing of this complaint, USAA has provided defendants both written and verbal notice of the aforementioned nuisance and the damages resulting therefrom and has also requested that defendants abate the nuisance, yet defendants have failed and refused, and continue to fail and refuse, to abate the nuisance.

19. As a direct and proximate result of the private and public nuisances created and maintained by defendants, USAA has suffered damages in excess of $1,000,000 for investigation costs and expenses, gas monitoring, soil remediation, interim life and safety precautions, depreciation in property value and other costs and expenses reasonably necessary to protect the lives and safety of plaintiff's employees and business guests and to protect plaintiff's land and

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improvements from further damage or destruction, all of which are continuing and ongoing damages of plaintiff.

20. Unless defendants are restrained by order of this Court, defendants will continue to maintain the aforesaid nuisance and it will continue to be necessary for USAA to commence many successive actions against defendants to secure compensation for damages sustained, thus requiring a multiplicity of suits, and USAA will be daily threatened with great and irreparable injury, including but not limited to further and additional risks of injury to its employees and business guests, damage or destruction of plaintiffs' property, depreciation in the value of plaintiff's property, and other costs and expenses reasonably necessary to secure plaintiff's enjoyment of its property and to protect the lives and safety of plaintiff's employees and business guests.

21. Plaintiff has no plain, speedy or adequate remedy at law with respect to the ongoing and continuing interference with plaintiff's enjoyment and use of its property, for which Sections 526 and 731 of the California Code of Civil Procedure expressly authorize injunctive relief.

## SECOND CAUSE OF ACTION

### Trespass As Against All Defendants

22. Plaintiff incorporates by this reference the allegations contained in paragraphs 1 through 21, above, as though those allegations were fully set forth herein.

23. USAA is the lawful owner and occupier of land, buildings and other improvements on the Site, wherein USAA employs persons and conducts its insurance business.

24. Upon information and belief, defendants installed, own, maintain and exercise exclusive control over underground natural gas pipelines, as well as the natural gas flowing through those lines, which are situated in the vicinity of USAA's buildings and beneath other private and public property and improvements adjacent to the Site.

25. Defendants have wrongfully, unlawfully and without USAA's consent allowed their natural gas to escape from defendants' underground natural gas pipelines, infiltrate subsurface soils on the Site, contaminate plaintiff's land, buildings and improvements, and create a

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build-up of hazardous, combustible gas in and around electrical conduits, switchgear and electrical boxes serving USAA's buildings on the Site.

26. As a direct and proximate result of the aforementioned trespass of defendants' natural gas in and upon the land, buildings and improvements of plaintiff, USAA has suffered damages in excess of $1,000,000 for investigation costs and expenses, gas monitoring, soil remediation, interim life and safety precautions, depreciation in property value and other costs and expenses reasonably necessary to protect the lives and safety of plaintiff's employees and business guests and to protect plaintiff's land and improvements from further damage or destruction, all of which are continuing and ongoing damages of plaintiff.

27. Since approximately December of 1996, defendants have had actual knowledge of the aforementioned trespass and thereafter failed to abate or correct said trespass, which constitutes forcible and unlawful entry by defendants' gas into plaintiff's buildings, pursuant to Section 735 of the California Code of Civil Procedure, thereby entitling plaintiff to a recovery equal to three times the amount of actual damages suffered from December of 1996 to the date of judgment.

28. Unless defendants are restrained by order of this Court, defendants will continue to allow their gas to trespass in and upon the land, buildings and improvements of plaintiff, and it will continue to be necessary for USAA to commence many successive actions against defendants to secure compensation for damages sustained, thus requiring a multiplicity of suits, and USAA will be daily threatened with great and irreparable injury, including but not limited to further and additional risks of injury to its employees and business guests, possible damage or destruction of plaintiffs' property, depreciation in the value of plaintiff's property, and other costs and expenses reasonably necessary to secure plaintiff's enjoyment of its property and to protect the lives and safety of plaintiff's employees and business guests.

29. Plaintiff has no plain, speedy or adequate remedy at law with respect to the ongoing and continuing interference with plaintiff's enjoyment and use of its property, for which Sections 526 of the California Code of Civil Procedure expressly authorize injunctive relief.

## THIRD CAUSE OF ACTION

### Strict Liability As Against All Defendants

30. Plaintiff incorporates by this reference the allegations contained in paragraphs 1 through 29, above, as though those allegations were fully set forth herein.

31. Upon information and belief, defendants installed, own, maintain and exercise exclusive control over underground natural gas pipelines, as well as the natural gas flowing through those lines, which are situated in the vicinity of USAA's buildings and beneath other private and public property and improvements adjacent to the Site.

32. Upon information and belief, the containment and transmission of combustible and explosive natural gas through pipelines installed under and in the vicinity of homes and businesses, where electrical and mechanical ignition sources are commonplace, constitutes an ultrahazardous activity, in that said activity poses a dangerous and serious risk of harm to persons and property, including but not limited to the risk of death, injury and damage caused by sudden and unexpected explosion and fire. Notwithstanding that USAA has by its own effort provided an acceptable interim solution to protect its employees, visitors and property, plaintiff alleges that the business of PG&E in containing and transmitting natural gas through underground pipelines constitutes an ultrahazardous activity necessitating the imposition of strict liability as against PG&E.

33. While defendants were engaged in the aforementioned ultrahazardous activity of containing and transmitting natural gas through pipelines installed near the Site, natural gas contained within those pipelines escaped and infiltrated subsurface soils on the Site, contaminated plaintiff's land, buildings and improvements, and created a build-up of hazardous, combustible gas in and around electrical conduits, switchgear and electrical boxes serving USAA's buildings on the Site.

34. As a direct and proximate result of the aforementioned leak of defendants' natural gas from defendants' underground pipelines, USAA has suffered damages in excess of $1,000,000 for investigation costs and expenses, gas monitoring, soil remediation, interim life and safety precautions, depreciation in property value and other costs and expenses reasonably necessary to protect the lives and safety of plaintiff's employees and business guests and to protect plaintiff's land and improvements from further damage or destruction, all of which are continuing and ongoing damages of plaintiff.

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## FOURTH CAUSE OF ACTION

### Negligence As Against All Defendants

35. Plaintiff incorporates by this reference the allegations contained in paragraphs 1 through 34, above, as though those allegations were fully set forth herein.

36. Upon information and belief, defendants installed, own, maintain and exercise exclusive control over underground natural gas pipelines, as well as the natural gas flowing through those lines, which are situated in the vicinity of USAA's buildings and beneath other private and public property and improvements adjacent to the Site.

37. Upon information and belief, on and before December of 1996, defendants knew that natural gas is an inherently and highly dangerous commodity and that a failure to exercise reasonable care in the maintenance, inspection and repair of underground natural gas pipelines, and in the performance of testing to identify and locate natural gas leakage, may create a substantial risk of harm to persons and property, including but not limited to the risk of fire and explosion.

38. Notwithstanding their knowledge, defendants failed to exercise a degree of care commensurate with the inherently and highly dangerous characteristics of natural gas, in that defendants failed to properly maintain and inspect underground natural gas pipelines in the vicinity of the Site, failed to conduct adequate testing to identify and locate natural gas leaks emanating from said underground pipelines and failed to carefully and fully repair leaks in said underground natural gas pipelines.

39. As a direct and proximate result of the aforementioned negligence of defendants, natural gas owned by defendants has leaked through defendants' underground natural gas pipelines and has caused, and continues to cause, gas infiltration into subsurface soils on the Site, as well as contamination of plaintiff's land, buildings and improvements, including build-up of hazardous, combustible gas in and around electrical conduits, switchgear and electrical boxes serving USAA's buildings on the Site.

40. As a further direct and proximate result of the aforementioned negligence of defendants, USAA has suffered damages in excess of $1,000,000 for investigation costs and expenses, gas monitoring, soil remediation, interim life and safety precautions, depreciation in property value and other costs and expenses reasonably necessary to protect the lives and safety of plaintiff's employees and business guests and to protect plaintiff's land and improvements from further damage or destruction, all of which are continuing and ongoing damages of plaintiff.

## PRAYER

WHEREFORE, Plaintiff, UNITED SERVICES AUTOMOBILE ASSOCIATION, prays for judgment against Defendants, PACIFIC GAS AND ELECTRIC COMPANY and DOES 1 through 20, inclusive, as follows:

A. On Plaintiff's First Cause of Action for Nuisance:

1. For past compensatory damages in excess of $1,000,000;
2. For all additional compensatory damages suffered by plaintiff between the filing of this action and up to the date of trial or abatement, according to proof;
3. For a permanent injunction requiring defendants, at their own expense, to (a) conduct a complete and thorough investigation to determine the precise location of the leak or leaks causing natural gas to contaminate plaintiff's land and property; (b) permanently repair and correct all conditions causing any such leaks; (c) extract and remove from plaintiff's land, soil, buildings and other property all detectable natural gas or natural gas residue or by-products remaining therein; (d) perform detailed and thorough monitoring thereafter and for as long as the Court shall direct to confirm that natural gas contamination does not reoccur; and (d) reimburse plaintiff for all loss, damage and costs, whether direct, indirect, incidental, consequential or otherwise, resulting from defendant's performance of the aforedescribed measures;
4. For prejudgment interest at the maximum legal rate; and
5. For such other and further relief as the Court may deem just and proper.

B. On Plaintiff's Second Cause of Action for Trespass:

1. For past compensatory damages in excess of $1,000,000;
2. For all additional compensatory damages suffered by plaintiff between the filing of this action and up to the date of trial or abatement, according to proof;

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3. For treble the amount of such actual damages as may be awarded plaintiff pursuant to Code of Civil Procedure Section 735;

4. For a permanent injunction requiring defendants, at their own expense, to (a) conduct a complete and thorough investigation to determine the precise location of the leak or leaks causing natural gas to contaminate plaintiff's land and property; (b) permanently repair and correct all conditions causing any such leaks; (c) extract and remove from plaintiff's land, soil, buildings and other property all detectable natural gas or natural gas residue or by-products remaining therein; (d) perform detailed and thorough monitoring thereafter and for as long as the Court shall direct to confirm that natural gas contamination does not reoccur; and (d) reimburse plaintiff for all loss, damage and costs, whether direct, indirect, incidental, consequential or otherwise, resulting from defendant's performance of the aforedescribed measures;

5. For prejudgment interest at the maximum legal rate; and

6. For such other and further relief as the Court may deem just and proper.

C. On Plaintiff's Third Cause of Action for Strict Liability

1. For past compensatory damages in excess of $1,000,000;

2. For all additional compensatory damages suffered by plaintiff between the filing of this action and up to the date of trial or abatement, according to proof;

3. For prejudgment interest at the maximum legal rate; and

4. For such other and further relief as the Court may deem just and proper.

D. On Plaintiff's Fourth Cause of Action for Negligence

1. For past compensatory damages in excess of $1,000,000;

2. For all additional compensatory damages suffered by plaintiff between the filing of this action and up to the date of trial or abatement, according to proof;

3. For prejudgment interest at the maximum legal rate; and

4. For such other and further relief as the Court may deem just and proper.

Dated: November 16, 2000

CARLSON, CALLADINE & PETERSON LLP

By: _____
DONALD W. CARLSON

Attorneys for Plaintiff, UNITED SERVICES AUTOMOBILE ASSOCIATION

## DEMAND FOR JURY TRIAL

Plaintiff, UNITED SERVICES AUTOMOBILE ASSOCIATION, hereby demands that this cause be tried before a jury.

Dated: November 16, 2000

CARLSON, CALLADINE & PETERSON LLP

By: _____
DONALD W. CARLSON

Attorneys for Plaintiff, UNITED SERVICES AUTOMOBILE ASSOCIATION

# H T A

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Randy W. Gimple
Attorney at Law
Carlson, Calladine & Peterson, LLP

**Confidential Attorney Work Product**

REF: USAA vs PG&E litigation pertaining to natural gas leak damages in Sacramento

Pursuant to your request as attorney in the reference pending litigation, please review the following work plan for re-testing the gas content of the soils under and around the USAA Building II in Sacramento, CA.

With your approval and notice to proceed we can being work in the next few days. Please let me know your anticipated schedule.

Dr. C. Hugh Thompson, PE, DEE

EXHIBIT B

| | USAA soil gas monitoring program: follow up testing to gas extraction completed 2000 | Attorney Work Product Gas Issues | | | | HTA Work Plan June 2001 | | USAA | |
|---|---|---|---|---|---|---|---|---|---|
| | | Princ. | Sr | saml tech | supplies | Equipt. | lab + sub | alternate | total |
| 1 | Notice to Proceed provided by USAA counsel, Randy W. Gimple, to collect information as attorney work product. | | | | | | | | |
| 2 | Project set up and communications with counsel, owner and subcontractors | 3 | 0 | 0 | $ 15 | $ 25 | | | $ 415 |
| 3 | Moblize and set up; field support, power, pumps, instruments, 27 1liter and 4 6 liter canisters unless 5504 requires all glass lined 6 liter canisters. | 2 | 0 | 5 | $ 450 | $ 548 | $ 2,320 | $2320 summa + no cost USAA TMX 412 | $ 3,783 |
| 4 | locate wells, cleanup and repair: 31 sample points to be mesured: EW1-4; MW1 - 6 (levels A,B,C) 8 interior sample points. | 4 | 0 | 4 | $ 75 | $ 40 | $ - | | $ 787 |
| 5 | depth sound all wells, evaluate data for sampling purposes | 5 | 0 | 5 | $ 15 | $ 70 | $ - | | $ 925 |
| 6 | pump excess water accumulated in wells to promote vapor sampling (fab. 50' air lift) | 5 | 4 | 5 | $ 115 | $ 250 | $ - | | $ 1,545 |
| 7 | run screening preliminary test using field instruments | 4 | 0 | 4 | $ - | $ - | $ - | USAA TMX | $ 672 |
| 8 | obtain 31 point samples: lab analysis for ASTMD 1945 and ASTM D 5504; purge 3 well volumes; pull summa canisters; seal wells; chain of custody; deliver [8 per day max] and analysis; | 30 | 0 | 30 | $ 125 | $ 150 | $ 10,339 | | $ 15,654 |
| 9 | evaluate data and results and provide telephone briefing on findings to counsel | 3 | 0 | 1 | $ 15 | $ 20 | $ - | | $ 453 |
| 10 | pursuant to request of counsel, prepare report for comparison of current data with former results and form conclusions and recommendations | 5 | 0 | 2 | $ 25 | $ 50 | $ - | | $ 786 |
| | Totals | 61 | 4 | 56 | 835 | 1153 | 12659 | 0 | 25020 |