

prevail at trial and if coverage is ultimately found, the vast majority of the risk will be with the excess carriers and Home's share of the risk will be well below 5%. This is illustrated by the "coverage chart" at the end of Exhibit 4 to my previous Affidavit in this proceeding, a coverage chart submitted by the insurers in the Oregon Coverage Litigation.

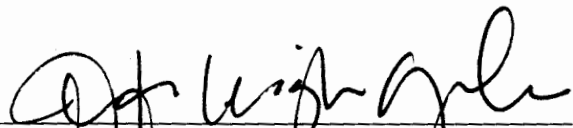
3. In paragraph 5 and Exhibits 2 and 3 to my previous affidavit in this proceeding, I provided evidence that The Home and the other carriers in the Oregon Coverage Litigation have denied coverage with respect to the Gardner Class Action. In those exhibits, The Home and the other primary carriers state clearly that "they have no duty to defend and/or indemnify Stimson with respect to Certain Siding Claims" which are defined to include the claims in the Gardner Class Action. The Wolden Declaration does not provide contrary evidence.

4. The Wolden Declaration (in paragraph 9) does not provide any evidence to dispute our statements that "The Home is not controlling the defense" of the Gardner Class Action or that "The Home has not appointed Stimson's counsel." Those statements are supported by paragraph 8 and Exhibit 4 of my previous Affidavit in this proceeding. Instead of providing contrary evidence, Mr. Wolden simply states, in lawyer's language, that Stimson "does not understand the basis for" those statements. Since Mr. Wolden is one of Stimson's counsel in the Gardner Class Action, he is in a position to provide any such contrary evidence, if it existed.



Michael D. Sandler

SUBSCRIBED AND SWORN TO before me this 4th day of June, 2003, at Seattle, Washington.



Notary Public for the State of Washington
Residing at Seattle, WA
My commission expires: 11/9/05

