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July 28, 1993

VIA TELECOPIER

Paul E. Merrell, Esq.
Bradley & Merrell
c/o Jones, Jones, Close
& Brown, Chartered
700 Bank of America Plaza
300 South Fourth Street, Suite 700
Las Vegas, Nevada 89101-6026

Re: Nevada Power Company v. Monsanto Company, et al.
United States District Court, District of Nevada
CV-S-89-555-LDG (LRL)

Dear Paul:

I am responding to your letter of July 22, 1993 to both set the record straight and to make one last appeal for civility in the conduct of this already difficult litigation. For the benefit of those to whom you chose to copy your letter to me, I am enclosing transcriptions from last week's proceedings which plainly document a pattern of abusive and disruptive conduct. As is apparent from the enclosed transcripts, the patently offensive, if not bizarre, conduct included: (a) convening conference calls with the Magistrate and without notice to Westinghouse before engaging in a meet and confer, or purporting to engage in a meet and confer with the Magistrate's office already holding on the phone; (b) bullying tactics such as twice threatening to call the Magistrate within one minute if Westinghouse does not summarily acquiesce in your position; (c) refusal to negotiate with my co-counsel, Konrad L. Cailteux because he may see fit to confer with me; (d) repeatedly disrupting the conduct of depositions; and (e) repeatedly

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launching accusations of bad faith and mischaracterizing conversations.

While the transcriptions really do speak for themselves, I will cite one example. You called during the middle of Wayne Bickerstaff's July 22, 1993 deposition to insist that I agree that Nevada Power's March 12, 1993 30(b)(6) deposition could extend beyond the July 23, 1993 discovery cut-off date. As the record shows, I agreed with you in principle that Nevada Power's March 12, 1993 30(b)(6) deposition could continue beyond the discovery deadline. I then suggested that my colleague and you should work out the details of the stipulation while we in Pittsburgh continued with Mr. Bickerstaff's deposition. Because my colleague and you had spent the prior week successfully working out stipulations regarding the on-going depositions, I assumed that you would be agreeable to working with him again to simply finalize the language of our agreement. Indeed, during a hearing with the Magistrate on July 20, 1993, Judge Leavitt expressly directed you to deal with Mr. Cailteux as one of the "principles" for Westinghouse. Tr. of Proceedings at 200.

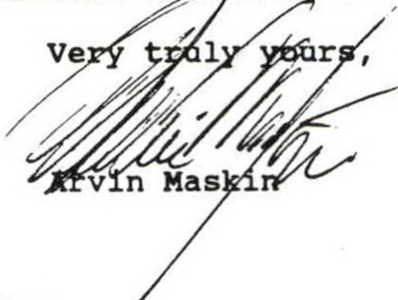
For whatever reason, you decided that as the "lead" attorney for Nevada Power (although you sign your letters as coordinating counsel) you were not obliged to deal with a "junior counsel." Instead, you accused me of refusing to meet and confer with you. However, there was nothing to meet and confer about. We had already reached an agreement. As the record clearly indicates, it was your refusal to deal with my colleague, or as you called him a "junior counsel," that unnecessarily prolonged our conversation and delayed Mr. Bickerstaff's deposition, not my so-called refusal to deal directly with you. Then you had the audacity to complain that Mr. Cailteux may see fit to confer with me in entering into a stipulation and that that was unacceptable to you and reflected bad faith on my part.

I think we can all agree that this type of unseemly conduct has no place in this litigation or in any litigation for that matter. I would hope that in the future we could put our differences aside and act like professionals. If we do, I am

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confident that we will be able to resolve most of the disputes
that arise between us without involving the Court.

Very truly yours,



Arvin Maskin

AM:ap
Enclosures

cc: Steven R. Kuney, Esq.
David C. Keirnan, Esq.
Robert J. Shaughnessy, Esq.
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