

# Index

## **ABSOLUTE POLLUTION EXCLUSION**

Appellate Briefs (this index)

Motion for Summary Judgment (this index)

## **ACQUISITION OF SITE**

Responses, **1:12**

## **ADMIRAL INSURANCE COMPANY V. DUAL TRUCKING, INC.**

Background and competing briefs, **8:173**

Motion to dismiss

background, **8:173**

memorandum in support, **8:174**

reply, **8:176**

opposition, **8:175**

## **ADMISSION**

Insureds discovery materials, **4:11**

## **ADVERTISING MATERIALS**

Discovery, **2:16**

## **AEROJET GENERAL COVERAGE LITIGATION**

Declaratory judgment and res judicata, motion for reconsideration or new trial, **6:17**

## **AFFIRMATIVE DEFENSES**

Discovery, second sample joint memorandum in opposition to plaintiff insureds motion to compel further responses and production of documents, **2:17**

## **ALLEN v. STEADFAST INSURANCE COMPANY**

Partial summary judgment, memorandum of law, defendant insurer, duty to defend, **8:150, 8:151**

## **ALLOCATION**

Amicus briefs

Plastics Engineering Co. v. Liberty Mut. Ins. Co. competing amicus briefs, **9:117 et seq.**

Thomson Inc. v. Insurance Co. of North America, competing amicus briefs, **9:114 et seq.**

Trial work products, question of allocation, **6:30 et seq.**

## **ALOHA PETROLEUM, LTD. V. NATIONAL UNION FIRE INSURANCE COMPANY**

Amicus curiae brief in support of insured, **9:228**

Background on competing briefs, **9:225**

## **ALOHA PETROLEUM, LTD. V. NATIONAL UNION FIRE INSURANCE COMPANY —Cont'd**

Defendant and appellees (Insurers) answering brief, **9:227**

Defendant and appellees (Insurers) brief in response to amicus curiae's united policyholders brief in support of insured, **9:229**

Plaintiff and appellants (Insureds) opening brief, **9:226**

## **ALOHA PETROLEUM, LTD. V. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH**

Background on competing briefs, **8:235**

Insureds memorandum of points and authorities in support of motion for summary judgment, **8:236**

Insureds reply memorandum of points and authorities in support of motion for summary judgment, **8:238**

Insurers memorandum of points and authorities in opposition to insureds motion for summary judgment, **8:237**

## **ALOHA PETROLEUM, LTD., V. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, AND AMERICAN HOME ASSURANCE COMPANY**

Responses, **1:26**

## **AMENDMENTS**

Dismissal without leave to amend, **9:165**

Notice of deposition and request to produce documents, sample, **4:7**

Responses, memorandum supporting demurrer to plaintiff insureds second amended complaint for declaratory relief and breach of contract (justiciability), **1:11**

## **AMERICAN MOTORISTS INSURANCE CO. v. CTS CORP.**

Motion for summary judgment, transfer of venue, **8:5 et seq.**

## **AMERICAN MOTORISTS INSURANCE CO. v. STEWART WARNER CORP.**

Motion for Summary Judgment (this index)

## **AMICUS CURIAE BRIEFS**

Pro-insured, Starr Surplus Lines Insurance Company v. 8th Judicial District Court of the State of Nevada, appellate briefs, **9:213**

**ANSWER OR REPLY****Reply** (this index)**APPELLATE BRIEFS**

Absolute pollution exclusion

Beverly Hills Unified School District v. Gulf Underwriters Ins. Co., introduction to competing briefs, **9:16**Evanston Insurance Company v. Sandersville Railroad Company, background on competing briefs, **9:175**Longhorn Gasket and Supply Company v. United States Fire Insurance Company, background to competing briefs in, **9:162**Southern Nevada TBA Supply Company V. Universal Underwriters Insurance Company, background to competing briefs in, **9:165**Sunoco v. Illinois National Ins. Co., introduction to competing briefs in, **9:11**Whittier Properties, Inc. v. Alaska National Insurance Co., **9:37 to 9:40**

Aloha Petroleum, Ltd. v. National Union Fire Insurance Company

Amicus curiae brief in support of insured, **9:228**Background on competing briefs, **9:225**Defendant and appellees (Insurers) answering brief, **9:227**Defendant and appellees (Insurers) brief in response to amicus curiae  
united policyholders brief in support of insured, **9:229**Plaintiff and appellants (Insureds) opening brief, **9:226**

Amicus curiae

Auto Flat Car Crushers, Inc. v. Hanover Ins. Co., duty to defend, competing briefs, **9:120 et seq.**excess liability insurer, defendant-appellee response to amicus curiae, complex insurance claims litigation association, **9:179**General Refractories Co. v. First State Ins. Co. competing briefs, asbestos exclusion, **9:150**  
in support of appellant, **9:152**in support of plaintiff-appellee, **9:151**Liberty Mutual Ins. Co. v. Ash Grove Cement Co., competing amicus briefs, **9:123 et seq.**McGregor v. Allamerica Insurance Co., **8:60**Pennsylvania Manufacturers Association Ins. Co. v. Johnson Matthey, Inc., **9:156**opposing brief, **9:157**Plastics Engineering Co. v. Liberty Mut. Ins. Co., competing amicus briefs, **9:117 et seq.****APPELLATE BRIEFS—Cont'd**

Amicus curiae—Cont'd

primary CGL insurer, support of appellant, complex insurance claims association, **9:180**R.T. Vanderbilt Company, Inc. v. Hartford Accident and Indemnity Company, **9:145, 9:146**Thomson Inc. v. Insurance Co. of North America, allocation, competing amicus briefs, **9:114 et seq.**

Zhaoyun Xia v. ProBuilders Specialty Ins. Co. RRG

competing briefs, **9:153**petitioners answer, **9:154**respondents answer, **9:155**

Answering briefs

Del Monte v. Firemans Fund, **9:30**insureds petition for review, Montrose Chemical Corporation of California v. Superior Court (Cosa NB of Los Angeles), **9:170, 9:171**Montrose Chemical Corporation of California v. Superior Court (County of Los Angeles), **9:173**Southern Nevada TBA Supply Company V. Universal Underwriters Insurance Company, **9:167**Viking Pump, Inc., **9:142**Appleton Papers, Inc., **9:54 to 9:57**Atma Beauty Inc. v. HSDI Global Specialty SE background, **8:186**insureds response, **8:188**insurers motion to dismiss, **8:187**insurers reply, **8:189**Attorney fees paid to coverage counsel, Employers Insurance of Wausau v. Tektronix, Inc., **9:19**Auto Flat Car Crushers, Inc. v. Hanover Ins. Co. duty to defend, competing briefs, **9:120 et seq.**Massachusetts Academy of Trial Attorneys amicus brief, **9:122**Massachusetts Insurance Federation amicus brief, **9:121**

Background

Central Laundry, LLC v. Illinois Union Insurance Company, **9:198**Lubrizol Advanced Materials v. National Union Fire Insurance Company, **9:181**Setco Automotive v. Tokyo Marine & Nichido Fire Insurance, **8:152**zurich American Insurance company v. Insurance company of North American, **8:156**Zurich American Insurance v. Insurance Company of North America, **8:156**

**APPELLATE BRIEFS—Cont’d**

- Beverly Hills Unified School District v. Gulf Underwriters Ins. Co.  
background on competing briefs, **9:16**  
brief of defendant and respondent, **9:17**  
reply brief of plaintiff and appellant, **9:18**
- Central Laundry, LLC v. Illinois Union Insurance Company, **9:198, 9:199**
- Columbia Casualty Company v. Appleton Papers, Inc., **9:55 to 9:57**
- Competing briefs
  - Auto Flat Car Crushers, Inc. v. Hanover Ins. Co., background on, **9:120**
  - background, Montrose Chemical Corporation of California v. S.C. (Canadian Universal Insurance Company), **9:169**
- Beverly Hills Unified School District v. Gulf Underwriters Ins. Co., background on, **9:16**
- Colony Insurance Company v. First Specialty Insurance Corporation, background on, **9:178**
- Connors v. Zurich American Insurance Company, **9:136 to 9:138**
- Continental Casualty Co. v. Employers Insurance Co. of Wausau, background on, **9:33**
- Continental Casualty Company v. Indian Head Industries, Incorporated, **9:147**
- Deepwater Horizon, in re, **9:126**
- Del Monte Fresh Produce (Hawaii), Inc. v. Firemans Fund Insurance Co., background on, **9:28**
- Employers Insurance of Wausau v. Tektronix, Inc., background on, **9:19**
- Evanston Insurance Company v. Sandersville Railroad Company, background on, **9:175**
- General Refractories Co. v. First State Ins. Co., amicus curiae, asbestos exclusion, **9:150**
- Griffith Dewatering Corp. v. Northern Insurance Co. of New York, **9:45**
- Hiland Partners GP Holdings, LLC v. National Union Fire Ins. Co. of Pittsburgh, **9:158**
- Liberty Mutual Ins. Co. v. Ash Grove Cement Co., introduction, **9:123**
- Longhorn Gasket and Supply Company v. United States Fire Insurance Company, background on, **9:162**
- Lubrizol v. National Union Fire Insurance, **9:181**
- Plastics Engineering Co. v. Liberty Mut. Ins. Co., introduction, **9:117**
- R.T. Vanderbilt Company, Inc. v. Hartford Accident and Indemnity Company, **9:144**
- Setco Automotive v. Tokido Marine., background on, **8:152**
- Southern Nevada TBA Supply Company V. Universal Underwriters Insurance

**APPELLATE BRIEFS—Cont’d**

- Competing briefs—Cont’d
  - Company, background to, **9:165**
- Stonelight Tile, Inc. v. California Insurance Guarantee Association, background on, **9:24**
- Sunoco v. Illinois National Ins. Co., introduction, **9:11**
- Thomson Inc. v. Insurance Co. of North America, allocation, introduction, **9:114 et seq.**
- Topps Mechanical, Inc. v. Kinsale Insurance Company, **9:200**
- Venoco, Inc. v. Gulf Underwriters Ins. Co., **9:48**
- Viking Pump, Inc., **9:140**
- Zurich American Insurance v. Insurance Company of North America, **8:156**
- Connors v. Zurich American Insurance Company appellants (insureds) brief, **9:137**  
appellants (insureds) reply brief, **9:139**  
appellees (insurers) brief, **9:138**  
background on competing briefs, **9:136**  
Legionella pneumophila bacteria not “pollutants,” **9:136 to 9:139**  
pollution endorsement definition, Legionella pneumophila bacteria not “pollutants,” **9:136 to 9:139**
- Consumer protection statutory claim violation, Auto Flat Car Crushers, Inc. v. Hanover Ins. Co.  
introduction to briefs, **9:120**  
Massachusetts Academy of Trial Lawyers supporting insureds position, amicus brief, **9:122**  
Massachusetts Insurance Federation supporting insurers position, amicus brief, **9:121**
- Continental Casualty Co. v. Employers Insurance Co. of Wausau  
background on competing briefs, **9:33**  
defendant class-respondents opposition brief, **9:35**  
plaintiff-appellant opening brief, **9:34**  
plaintiffs-appellants reply brief, **9:36**
- Continental Casualty Company v. Indian Head Industries, Incorporated, **9:147 to 9:149**  
“Covered claims” under insurance guarantee statute, competing briefs in Stonelight Tile, Inc. v. California Insurance Guarantee Association, **9:24**
- Cross-appeal reply brief, Employers Insurance of Wausau v. Tektronix, Inc., **9:22**
- Cross-respondent, Employers Insurance of Wausau v. Tektronix, Inc., **9:20, 9:22**
- Dallas Nat. Ins. Co. v. Sabic America, Inc., background, **9:73 et seq.**
- Deemer clause, competing briefs in Stonelight Tile, Inc. v. California Insurance Guarantee Association, **9:24**

**APPELLATE BRIEFS—Cont'd**

Deepwater Horizon, in re, background on competing briefs, **9:126**

Defend, duty to

- Allen v. Steadfast Insurance Company, partial summary judgment, memorandum of law, **8:150, 8:151**
- Auto Flat Car Crushers, Inc. v. Hanover Ins. Co., competing briefs, **9:120 et seq.**
- Beverly Hills Unified School District v. Gulf Underwriters Ins. Co.—background on competing briefs, **9:16**
- Liberty Mutual Ins. Co. v. Ash Grove Cement Co., competing briefs, **9:123 et seq.**
- Southern Nevada TBA Supply Company V. Universal Underwriters Insurance Company, **9:165**
- Sunoco v. Illinois National Ins. Co., introduction to competing briefs, **9:11**

Del Monte Fresh Produce (Hawaii), Inc. v. Firemans Fund Insurance Co., **9:28**

Del Monte v. Firemans Fund

- answering (opposition) brief of appellee (Del Monte), **9:30**
- opening brief of appellant (Firemans Fund Insurance Company), **9:29**
- reply brief of appellant (Firemans Fund Insurance Company), **9:31**
- supplemental brief of appellant (Firemans Fund Insurance Company), **9:32**

Dutton-Lainson Co. v. Continental Ins. Co.

- answer briefs of appellant Dutton, **9:43**
- cross appeal of appellee/cross-appellant, **9:42**
- late notice, occurrence allocation, **9:41**
- reply of
  - appellant Dutton, **9:43**
  - appellee/cross-appellant Northern Insurance Co., **9:44**

Employers Insurance of Wausau v. Tektronix, Inc.

- appellant-cross-respondent Employers Insurance of Wausaus opening brief, **9:20**
- appellant-cross-respondent Employers Insurance of Wausaus reply brief and answering brief on cross-appeal, **9:22**
- background on competing briefs, **9:19**
- combined respondents brief and opening brief on cross-appeal, **9:21**
- “expected or intended,” **9:19**
- late notice, **9:19**
- reply brief on cross-appeal, **9:22, 9:23**
- sudden and accidental pollution exclusion, **9:19**
- third party “damages,” **9:19**

Erie Insurance Exchange v. Shri Bramani

- Background on Competing Briefs, **9:234**
- Opening Brief, **9:235**
- Opposing Brief, **9:236**

**APPELLATE BRIEFS—Cont'd**

Erie Insurance Exchange v. Shri Bramani

- Cont'd
- Reply Brief, **9:237**

Estate of Wheeler v. Garrison Insurance Company

- Background on competing briefs, **9:221**

Estate of Wheeler v. Garrison Property and Casualty Company,

- Insureds assignees, **9:222**
- Insureds assignees, reply brief, **9:224**
- Insurers opposition brief, **9:223**

Evanston Insurance Company v. Sandersville Railroad Company

- appellants (insureds) brief, **9:176**
- appellees (insurers) brief, **9:177**
- background on competing briefs, **9:175**

Exclusion

- absolute pollution exclusion, above sudden and accidental pollution exclusion, Employers Insurance of Wausau v. Tektronix, Inc., **9:19**
- “Expected or intended,” Employers Insurance of Wausau v. Tektronix, Inc., background on competing briefs, **9:19**

Federal Ins. Company v. MBI, Inc.

- appellant-insureds brief, **9:111**
- reply brief, **9:113**
- appellee-insurers brief, **9:112**
- background, **9:110**

General Refractories Co. v. First State Ins. Co.

- amicus curiae
  - competing briefs, asbestos exclusion, **9:150**
  - in support of
    - appellant, **9:152**
    - plaintiff-appellee, **9:151**

Griffith Dewatering Corp. v. Northern Insurance Co. of New York

- bad faith, competing briefs, **9:45**
- plaintiff and respondents brief, **9:46**
- reply brief of defendant and appellant, **9:47**

HDI Global v. Phillips 66

- background, **9:195**
- insureds brief, **9:196**
- insureds reply brief, **9:197**

Hiland Partners GP Holdings, LLC v. National Union Fire Ins. Co. of Pittsburgh

- appellees brief, **9:160**
- competing briefs, **9:158**
- opening brief, **9:159**
- reply brief, **9:161**

Ichimoto v. American Motorists Ins. Co.,

- background, **9:70 et seq.**

Illinois National Ins. Co. v. Sunoco, Inc.

- defendant-appellants brief, **9:12**

**APPELLATE BRIEFS—Cont’d**

- Illinois National Ins. Co. v. Sunoco, Inc.—Cont’d
  - petition for rehearing and suggestion of rehearing en banc, plaintiff-appellant, **9:15**
  - plaintiff-appellees brief, **9:13**
  - reply brief of defendant-appellant, **9:14**
- Indiana Farm Bureau Ins. Co. v. Harleysville Ins. Co., background, **9:84 et seq.**
- Industrial Enterprises, Inc. v. Penn America Insurance Company, **9:67 et seq.**
- Insurer Trade Associations to Indiana Supreme Court, allocation, amicus brief, **9:116**
- Jalbert as Trustee of Vernon Tort Claims Trust v. XL Insurance America, Inc.
  - answering brief, **9:188**
  - competing briefs, **9:186**
  - opening brief, **9:187**
  - reply brief, **9:189**
- James River Casualty Company v. UniControl, Inc.
  - Brief of insured (defendant and appellant), **9:211**
  - Brief of insurer (plaintiff-appellee), **9:210**
  - competing briefs, background, **9:209**
  - reply of insured (defendant and appellant), **9:212**
- Late notice, Employers Insurance of Wausau v. Tektronix, Inc., background on competing briefs, **9:19**
- Liberty Mutual Ins. Co. v. Ash Grove Cement Co.
  - amicus curiae Ninth Circuit brief supporting insured-appellee, **9:125**
  - introduction to briefs, **9:123**
  - partial summary judgment, memorandum of points and authorities supporting motion for, **9:124**
- London Market Insurers to Wis. Supreme Court, allocation, amicus brief, **9:118**
- Longhorn Gasket and Supply Company v. United States Fire Insurance Company
  - generally, **9:162 to 9:164**
  - appellee, **9:164**
  - competing briefs, **9:162**
  - opening brief, **9:163**
- Lubrizol Advanced Materials v. National Union Fire Insurance Company
  - amici curiae brief, in support of insurer, **9:185**
  - background, **9:181**
  - insurer, merit brief, **9:183**
  - merit brief, insured, **9:182**
  - reply brief, Lubrizol, **9:184**
- Maryland Casualty v. Hanson, **9:7 et seq.**
- Massachusetts Academy of Trial Attorneys, duty to defend, amicus brief, **9:122**
- Massachusetts Insurance Federation, duty to defend, competing amicus briefs, **9:121**

**APPELLATE BRIEFS—Cont’d**

- Maxine Furs, Inc. v. Auto-Owners Ins. Co., background, **9:63 et seq.**
- Montrose Chemical Corporation of California v. Superior Court (County of Los Angeles)
  - answering brief, **9:173**
  - opening brief, **9:172**
  - reply brief, **9:174**
- Ninth Circuit brief in Liberty Mutual Insurance Company v. Ash Grove Cement Company, amicus brief, **9:125**
- Number of occurrences, introduction to competing briefs in Sunoco v. Illinois National Ins. Co., **9:11**
- Olin Corp. v. American Home Assur. Co., **9:95**
- Opening brief
  - Continental Casualty Co. v. Employers Insurance Co. of Wausau, **9:34**
  - Del Monte v. Firemans Fund, **9:29**
  - Hiland Partners GP Holdings, LLC v. National Union Fire Ins. Co. of Pittsburgh, **9:159**
  - Longhorn Gasket and Supply Company v. United States Fire Insurance Company, **9:163**
  - Montrose Chemical Corporation of California v. Superior Court (County of Los Angeles), **9:172**
  - Southern Nevada TBA Supply Company V. Universal Underwriters Insurance Company, **9:166**
  - Viking Pump, Inc., **9:141**
- Opposition brief by defendant class-respondent, Continental Casualty Co. v. Employers Insurance Co. of Wausau, **9:35**
- Ortega Rock Quarry v. Golden Eagle, **9:4 et seq.**
- Pennsylvania Gen. Ins. Co. v. Park-Ohio Industries, background, **9:58 et seq.**
- Pennsylvania Manufacturers Association Ins. Co. v. Johnson Matthey, Inc.
  - amicus curiae, **9:156**
  - opposing brief, **9:157**
- Pennsylvania Nat. Mut. Cas. Ins. Co. v. Roberts, background, **9:77 et seq.**
- Personal injury coverage for pollution damage, Stonelight Tile, Inc. v. California Insurance Guarantee Association, **9:24**
- Petition for
  - rehearing and suggestion of rehearing en banc, Illinois National Ins. Co. v. Sunoco, Inc., **9:15**
  - review, insureds, Montrose Chemical Corporation of California v. Superior Court (Cosa NB of Los Angeles), **9:170, 9:171**
- Phillips v. Parmelee
  - appellant-buyers reply brief, **9:109**
  - appellate-buyers brief, **9:107**
  - appellee-insurers brief, **9:108**



**APPELLATE BRIEFS—Cont'd**

Phillips v. Parmelee—Cont'd  
background, **9:106**

Plastics Engineering Co. v. Liberty Mut. Ins. Co.  
competing amicus briefs, **9:117 et seq.**

London Market Insurers amicus brief to Wis.  
Supreme Court, **9:118**

Winconsin Utilities Association amicus brief to  
Seventh Circuit, **9:119**

Primrose Operating Co. v. National American  
Insurance Co.  
generally, **9:2 et seq.**  
background on competing briefs in, **9:1**  
defendant/appellant (insurers), brief of, **9:2**  
plaintiff/apellee (policyholder), brief of, **9:3**

Reply

Beverly Hills Unified School District v. Gulf  
Underwriters Ins. Co., **9:18**

Connors v. Zurich American Insurance  
Company, **9:139**

Continental Casualty Co. v. Employers Insur-  
ance Co. of Wausau, plaintiffs-appellants  
reply brief, **9:36**

Del Monte v. Firemans Fund, **9:31**

Dutton-Lainson Co. v. Continental Ins. Co.,  
**9:43, 9:44**

Employers Insurance of Wausau v. Tektronix,  
Inc., **9:22, 9:23**

Federal Ins. Company v. MBI, Inc., **9:113**

Griffith Dewatering Corp. v. Northern Insur-  
ance Co. of New York, **9:47**

Hiland Partners GP Holdings, LLC v. National  
Union Fire Ins. Co. of Pittsburgh, **9:161**

Illinois National Ins. Co. v. Sunoco, Inc., **9:14**

Lubrizol Advanced Materials v. National  
Union Fire Insurance, **9:187**

McGregor v. Allamerica Insurance Co., **8:59**

Montrose Chemical Corporation of California  
v. Superior Court (County of Los Ange-  
les), **9:174**

Phillips v. Parmelee, appellant-buyer, **9:109**

RSR Corp. v. International Ins. Co., **9:53**

Setco Automotive v. Nichido Fire Insurance,  
**8:155**

Southern Nevada TBA Supply Company V.  
Universal Underwriters Insurance  
Company, **9:168**

Stonelight Tile, Inc. v. California Insurance  
Guarantee Association, **9:27**

Venoco, Inc. v. Gulf Underwriting Ins. Co.,  
**9:50**

Viking Pump, Inc., **9:143**

Whittier Properties, Inc. v. Alaska National  
Insurance Co., **9:40**

Wilson Mut. Ins. Co. v. Falk, policyholder,  
**9:105**

**APPELLATE BRIEFS—Cont'd**

Reply—Cont'd

Zurich American Insurance v. Insurance  
Company of North America, **8:156, 8:162**

Respondents opposition brief, Continental Casu-  
alty Co. v. Employers Insurance Co. of  
Wausau, **9:35**

RSR Corp. v. International Ins. Co., **9:51 to 9:53**

R.T. Vanderbilt Company, Inc. v. Hartford  
Accident and Indemnity Company, **9:144 to  
9:146**

Scottsdale Indem. Co. v. Village of Crestwood,  
**9:87 et seq.**

Setco Automotive v. Tokyo Marine & Nichido  
Fire Insurance  
background, **8:152**  
insureds response to motion for judgment on  
the pleadings, **8:154**  
insurers motion for judgment on the pleadings,  
**8:153**  
motion for judgment on the pleadings, insurer,  
reply brief, **8:155**

SIR exhaustion, introduction to competing briefs  
in Sunoco v. Illinois National Ins. Co., **9:11**

Southern Nevada TBA Supply Company V. Uni-  
versal Underwriters Insurance Company  
answering, **9:167**  
appellants reply, **9:168**  
competing, background on, **9:165**  
opening, **9:166**

Starr Surplus Lines Insurance Company v. 8th  
Judicial District Court of the State of  
Nevada  
insureds appellee brief, **9:215**  
insurers appellate brief, **9:214**  
insurers reply brief, **9:216**  
pro-insured amicus curiae briefs, background,  
**9:213**

State Auto Mut. Ins. Co. v. Flexdar, Inc.,  
background, **9:81 et seq.**

Stonelight Tile, Inc. v. California Insurance  
Guarantee Association  
background on competing briefs, **9:24**  
“covered claims” under insurance guarantee  
statute, **9:24**  
deemer clause, **9:24**  
opening brief of plaintiffs and appellants, **9:25**  
opposition brief of defendant and respondent,  
**9:26**  
personal injury coverage for pollution damage,  
**9:24**  
reply brief of plaintiffs and appellants, **9:27**  
trigger of coverage, **9:24**

Sudden and accidental pollution exclusion,  
Employers Insurance of Wausau v.  
Tektronix, Inc., background on competing  
briefs, **9:19**

**APPELLATE BRIEFS—Cont’d**

- Sunoco v. Illinois National Ins. Co., introduction to competing briefs in, **9:11**
- Supplemental brief, Del Monte v. Firemans Fund, **9:32**
- Third party “damages,” Employers Insurance of Wausau v. Tektronix, Inc., background on competing briefs, **9:19**
- Thomson Inc. v. Insurance Co. of North America allocation, competing amicus briefs, **9:114 et seq.**
- Insurer Trade Associations to Indiana Supreme Court, allocation, amicus brief, **9:116**
- United Policyholders to Indiana Supreme Court, **9:114**
- Topps Mechanical Inc. v. Kinsale Insurance Co. answering briefs, **9:202**
- appellants brief, **9:201**
- appellees brief, **9:202**
- background, **9:200**
- reply brief, **9:203**
- Travelers Cas. and Sur. Co. v. Alabama Gas Corp., **9:91 et seq.**
- Trigger of coverage, competing briefs in Stonelight Tile, Inc. v. California Insurance Guarantee Association, **9:24**
- United Policyholders to Indiana Supreme Court, allocation, amicus brief, **9:115**
- Venoco, Inc. v. Gulf Underwriters Insurance Co. pollution buy-back endorsement and exclusion, competing briefs, **9:48**
- reply brief of appellant, **9:50**
- respondents brief, **9:49**
- Viking Pump, Inc. competing briefs, **9:140**
- excess insurers opening brief, **9:141**
- reply brief, **9:143**
- insureds answering brief, **9:142**
- Voluntary payment Colony Insurance Company v. First Specialty Insurance Corporation, background on competing briefs, **9:178**
- Wesco Insurance Company v. Brad Ingram Construction appellants (insureds) opening brief, **9:218**
- appellants (insureds) reply brief, **9:220**
- appellees (insurers) answering brief, **9:219**
- background on competing briefs, **9:217**
- Westport Ins. Corp. v. Appleton Papers, Inc., **9:54**
- Whitney v. Vermont Mutual Insurance Company appellees (insureds) brief, **9:134, 9:135**
- background on insureds brief, **9:134**
- bed bug pesticide as pollutant, **9:134, 9:135**
- broad v. narrow interpretation of pollution exclusion, **9:134, 9:135**

**APPELLATE BRIEFS—Cont’d**

- Whitney v. Vermont Mutual Insurance Company —Cont’d insureds brief, **9:134, 9:135**
- Whittier Properties, Inc. v. Alaska National Insurance Co. on absolute pollution exclusion appellate briefs, **9:37 to 9:40**
- insurers (appellees) brief, **9:39**
- policyholders (appellants) brief, **9:38**
- reply brief, **9:40**
- Wilson Mut. Ins. Co. v. Falk background on competing briefs, **9:102**
- insurers appellate brief, **9:104**
- policyholder-appellants brief, **9:103**
- policyholders appellate reply brief, **9:105**
- Wisconsin Utilities Association to Seventh Circuit, allocation, amicus brief, **9:119**
- Zhaoyun Xia v. ProBuilders Specialty Ins. Co. RRG amicus curiae competing briefs, **9:153**
- petitioners answer, **9:154**
- respondents answer, **9:155**
- Zurich American Insurance Company v. Burlington Northern and Santa Fe Railway Company, Background on competing briefs, **9:230**
- Opening Brief of Plaintiff and Appellant (Insurer), **9:231**
- Opposition Brief of Defendant and Appellee (Insured), **9:232**
- Reply Brief of Plaintiff and Appellant (Insurer), **9:233**
- Zurich American Insurance company v. Insurance company of North American background, **8:156**
- INAs opposition, motion for summary judgment, **8:161**
- INAs reply, support of motion for summary judgment, **8:159**
- motion for summary judgment, INAs memorandum of law, **8:157**
- motion for summary judgment, Zurich, **8:160**
- opposition to summary judgment, Zurich, **8:158**
- reply, motion for summary judgment, Zurich, **8:162**
- Zurn LLC. Allstate Insurance Co background on competing briefs, **9:206**
- excess insurer-appellant, principal brief, **9:207**
- opposition brief, insured, **9:208**

**APPLETON PAPERS, INC.**

- Appellate briefs defendant-Respondent brief, **9:56**
- plaintiff-appellants briefs, **9:55, 9:57**

**ASSISTANT PLANT MANAGER**

Discovery, deposition questions, **2:8**

**ATAIN SPECIALTY INSURANCE COMPANY  
V. DOLLAR TREE STORES, INC.,**

Background on competing memorandums, **8:257**  
Insureds memorandum in support of Its motion to  
dismiss, **8:258**  
Insurers memorandum in opposition to motion to  
dismiss, **8:259**

**ATLANTIC CASUALTY INSURANCE  
COMPANY v. GARCIA**

Motion for summary judgment, **8:127 to 8:129**  
**Motion for Summary Judgment** (this index)

**ATMA BEAUTY INC. V. HSDI GLOBAL  
SPECIALTY SE**

Background, **8:186**  
Insureds response, **8:188**  
Insurers motion to dismiss, **8:187**  
Insurers reply, **8:189**

**ATTORNEY CLIENT PRIVILEGE**

Discovery, notice of motion and motion to  
compel production of documents, **2:14**

**ATTORNEY WORK PRODUCT**

Discovery, notice of motion and motion to  
compel production of documents, **2:14**

**AUTO FLAT CAR CRUSHERS, INC. v.  
HANOVER INS. CO.**

Duty to defend, competing briefs, **9:120 et seq.**

**BARBER V. ARCH INSURANCE**

Motion for summary judgment, **8:179**  
background, **8:178**  
insureds response, **8:180**  
insurers opposition, **8:182**  
joint motion, **8:181**  
memorandum in support, joint motion, **8:181**

**BED BUG PESTICIDE**

Whitney v. Vermont Mutual Insurance Company,  
appellate briefs, **9:134, 9:135**

**BEN WEITSMAN & SON OF SCRANTON,  
LLC**

Competing briefs, background, v. Hartford Fire  
Insurance Company, absolute exclusion,  
**8:142**  
Opposition, defendants motion for summary  
judgment, Ben Weitsman & Son, Inc.,  
Upstate Shredding, LLC, and Upstate Shred-  
ding Disc, Inc. v. Hartford Fire Insurance  
Company and Hartford Casualty Insurance,  
**8:144**  
Plaintiffs cross-motion for summary judgment,  
Ben Weitsman & Son, Inc., Upstate Shred-  
ding, LLC, and Upstate Shredding Disc, Inc.

**BEN WEITSMAN & SON OF SCRANTON,  
LLC—Cont'd**

v. Hartford Fire Insurance Company and  
Hartford Casualty Insurance, **8:144**  
Support, motion for summary judgment,  
defendant insurer, Ben Weitsman & Son,  
Inc., Upstate Shredding, LLC, and Upstate  
Shredding Disc, Inc. v. Hartford Fire Insur-  
ance Company and Hartford Casualty Insur-  
ance, **8:143, 8:145**

**BERKLEY NATIONAL INSURANCE  
COMPANY V. ATLANTIC NEWPORT  
REALTY COMPANY**

Insureds memorandum in opposition to insurers  
motion, **8:244**  
Insureds memorandum in support of motion for  
judgment on the pleadings, **8:240**  
Insureds reply memorandum in support of motion  
for judgment on the pleadings, **8:242**  
Insurers memorandum in support of motion for  
summary judgment, **8:243**  
Insurers reply memorandum in support of its  
motion, **8:245**  
Memorandum in opposition to insureds motion  
for judgment on the pleadings, **8:241**

**BEVERLY HILLS UNIFIED SCHOOL  
DISTRICT v. GULF UNDERWRITERS  
INS. CO.**

Appellate briefs, **9:16 et seq.**

**BOSTON GAS CO. v. CENTURY INDEMNITY.  
CO.**

Motion for summary judgment, **8:78 to 8:81**  
Trial work products, **6:18 et seq.**

**BRIEFS**

**Appellate Briefs** (this index)  
**Forum Non Conveniens** (this index)  
**Motion for Summary Judgment** (this index)

**BRODERICK COVERAGE LITIGATION**

Special verdict form, **6:11**

**BROKER**

Discovery, **2:6, 2:15**

**BUY-BACK**

Pollution buy-back endorsements, competing  
briefs, **9:48**  
Settlement agreements, **10:1, 10:2**

**BUY-OUT**

Settlement agreements, **10:1 to 10:3**

**CALIFORNIA COURT OF APPEALS**

**Appellate Briefs** (this index)



**CANTON DROP FORGE V. TRAVELERS  
INSURANCE**

Motion for summary judgment  
background, **8:183**  
insureds memorandum in opposition, **8:185**  
insurers motion, **8:184**

**CASE MANAGEMENT ORDER**

Background, **5:10**  
Bifurcating discovery, **5:10, 5:11**  
Responses, **1:7**

**CAUSE OF ACTION**

Motion to dismiss, **5:2**

**CENTRAL LAUNDRY, LLC V. ILLINOIS  
UNION INSURANCE COMPANY**

Appellate briefs, background, **9:198**  
Opening brief, **9:199**

**CERTAIN UNDERWRITERS AT LLOYDS OF  
LONDON v. NATIONAL RAILROAD  
PASSENGER CORPORATION**

Competing briefs, background, absolute exclu-  
sion, **8:146**  
Insureds  
opposition to insurers motion for summary  
judgment, **8:148**  
support for motion for partial summary judg-  
ment, **8:147**  
Insurers reply in support for motion for summary  
judgment, **8:149**

**CHINESE DRY WALL**

Responses, declaratory relief, **1:15**

**CHISOLM-VILLAGE PLAZA, LLC V.  
TRAVELERS COMMERCIAL  
INSURANCE COMPANY**

Motion for summary judgment, **8:198 to 8:201**

**CLAIM RELEASE AGREEMENT**

Sample, **10:5**

**CLASS ACTIONS**

Responses, flood insurance, **3:7**

**CLEANUP COSTS**

Cap, background on environmental/pollution  
insurance policy forms, **7:9, 7:10**

**CLOSING ARGUMENTS**

FMC litigation (trial No. 6), **6:2**  
Purex coverage litigation, **6:3**

**COAL DUST**

Barber v. Arch Insurance Company, **8:178 to  
8:182**

**COLONY INSURANCE COMPANY v. FIRST  
SPECIALTY INSURANCE  
CORPORATION**

Background on competing briefs, voluntary pay-  
ment, **9:178**

**COLUMBIA CASUALTY COMPANY v.  
APPLETON PAPERS, INC.**

Appellate briefs, **9:55 to 9:57**

**COMMERCIAL GENERAL LIABILITY  
INSURANCE POLICY**

1986 commercial general liability insurance  
policy, sample, **7:1**

**COMMERCIAL PROPERTY INSURANCE  
POLICY**

Generally, **7:4**

**COMMUNICATIONS AMONG INSURERS**

Discovery, **2:16**

**COMPANY V. ATLANTIC-NEWPORT  
REALTY LLC**

Motion to dismiss  
competing memorandums in support of and in  
opposition to motion for summary judg-  
ment in berkley national insurance, **8:239**

**COMPASS INSURANCE COMPANY v.  
UNIVERSITY MECHANICAL &  
ENGINEERING CONTRACTORS, INC.**

Motion for summary judgment, **8:124 to 8:126**

**COMPETING BRIEFS**

Appellate Briefs (this index)  
Forum Non Conveniens (this index)  
James River Casualty Company v. UniControl,  
Inc.  
claims in progress exclusion, **8:225**  
Motion for Summary Judgment (this index)

**COMPETING MEMORANDUMS  
BACKGROUND**

Everest National Insurance Company v.  
Megasand Enterprises, Inc.  
motion to dismiss, **8:219**  
GM Northrup Corporation v. Massachusetts Bay  
Insurance Company  
motion to dismiss, **8:222**  
Mt. Hawley Insurance Company v. City of  
Richmond Heights, Missouri  
summary judgment, **8:226**

**COMPLAINT**

Motion to dismiss and to strike complaint, **5:5**  
Responses (this index)

**COMPREHENSIVE GENERAL LIABILITY  
INSURANCE POLICY**

Generally, **7:3**

**COMPREHENSIVE GENERAL LIABILITY  
INSURANCE POLICY—Cont’d**

1973 comprehensive general liability insurance  
policy, **7:2**

**CONCLUSIONS OF LAW**

Continental Casualty Co. v. Employers Insurance  
Co. of Wausau, **8:53 et seq.**  
Rule 54(b), Northwest Steel coverage litigation,  
**6:16**

**CONFIDENTIALITY AGREEMENT**

Discovery, **2:1**

**CONNORS v. ZURICH AMERICAN  
INSURANCE COMPANY**

Appellate briefs, **9:136 to 9:139**

**CONSOLIDATION OF ACTIONS**

Responses, **1:7**

**CONSTRUCTION AND INTERPRETATION**

Anti-assignment clause, **8:36**  
General interpretive material, **2:16**  
Pollution exclusion, appellate brief in Whitney v.  
Vermont Mutual Insurance Company, **9:134**  
Sudden and accidental pollution exclusion, **8:40**

**CONTAMINATION**

Documents, **5:6**  
Insureds discovery materials, **4:9 to 4:11**  
**Mold Contamination** (this index)

**CONTINENTAL CASUALTY CO. v.  
EMPLOYERS INSURANCE CO. OF  
WAUSAU**

Appellate briefs, **9:33 et seq.**  
Long-tail insurance coverage case, **8:52 et seq.**

**CONTINENTAL CASUALTY COMPANY v.  
INDIAN HEAD INDUSTRIES,  
INCORPORATED**

Competing briefs, **9:147**  
Defendant-appellant brief, **9:149**  
Plaintiffs-appellees brief, **9:148**

**CONTINENTAL WESTERN INSURANCE  
COMPANY V. AMPLICON EXPRESS,  
INC.**

Default judgment, **8:177**

**CONTRACTS AND AGREEMENTS**

Discovery, **2:1, 2:2**  
Responses, **1:3, 1:6, 1:11**  
**Settlement Agreements** (this index)

**COPIES AND COPYING**

Discovery, **2:13, 4:4, 4:6**  
Insureds discovery materials, **4:4, 4:6**  
Responses, **1:7**

**COST SHARING**

Discovery, **2:2**

**COUNTERCLAIM**

Insurer  
contribution, **1:22**  
declaratory relief, **1:22**  
reimbursement, **1:22**  
right to control underlying defense, **1:22**

**COUNTERCLAIMS**

LSG Technologies, INC. f/k/a Loma Alta  
Corporation and Longhorn gasket and Sup-  
ply Company v. United States Fire Insurance  
Company, **1:21**

**CROSS-APPEALS**

**Appellate Briefs** (this index)

**CROSS-COMPLAINT**

Generally, **1:9**

**CUSTODIAN**

Discovery, **2:15**

**DALLAS NAT. INS. CO. v. SABIC AMERICA,  
INC.**

Background, **9:73**  
Insurer respondents brief, **9:75**  
Policyholder appellants briefs, **9:74, 9:76**

**DAMAGES**

Amended complaint, Lusher Site Remediation  
Group v. National Fire Insurance Co. of  
Hartford, **1:23**  
Appellate briefs, Employers Insurance of Wausau  
v. Tektronix, Inc., third party “damages,”  
**9:19**

**DECLARATION**

Responses, **1:14**

**DECLARATORY JUDGMENT**

Aerojet General coverage litigation, **6:17**  
Amended complaint, Lusher Site Remediation  
Group v. National Fire Insurance Co. of  
Hartford, **1:23**  
Background on complaint by insurer, responses,  
**1:25**  
Lloyds v. New Dominion, LLC, **8:131 to 8:133**  
Responses, **3:3**

**DECLARATORY RELIEF**

Responses, **1:4, 1:5, 1:11, 1:15**

**DECLINATION LETTER**

Responses, **1:2**

**DEEMER CLAUSE**

Appellate briefs, competing briefs in Stonelight  
Tile, Inc. v. California Insurance Guarantee  
Association, **9:24**

**DEEPWATER HORIZON, IN RE**

Competing briefs, background, **9:126**

**DEFAULT JUDGMENT**

Continental Western Insurance Company v. Amplicon Express, Inc., **8:177**  
Philadelphia Indemnity Insurance Company v. United Revolver Club of Sacramento, **8:177**

**DEFEND, DUTY TO**

Beverly Hills Unified School District v. Gulf Underwriters Ins. Co., appellate briefs, **9:16**  
Insurers reply, **8:49 et seq.**  
Motion for summary judgment, **8:1 to 8:4, 8:41 et seq.**  
Pollution, 8220sudden and accidental8221 pollution exclusion and the duty to defend, **8:28 et seq., 8:41 et seq.**  
Responses, **1:12**  
Saarman Construction, Ltd. v. Ironshore Specialty Ins. Co., motion for summary judgment, competing motions, partial summary judgment, extrinsic evidence, mold exclusion, **8:134**  
Sunoco v. Illinois National Ins. Co., introduction to competing briefs, appellate briefs, **9:11**

**DEFENSES**

Discovery, **2:1, 2:2, 2:17**

**DEL MONTE v. FIREMANS FUND**

Appellate briefs, **9:29 et seq.**

**DEMAND FOR PRODUCTION**

Response, sample, **4:6**  
Second sample, **2:13, 4:3, 4:4**

**DEMAND LETTER**

Responses, **3:2**

**DEMURRER**

Responses, **1:11**

**DEPOSITION**

Amended notice, **4:7**  
Broker, **2:6**  
Fact witness deposition outline, **2:11**  
Former  
assistant plant manager, **2:8**  
waste hauler, **2:7**  
Notice, **2:15**

**DISCLOSURE**

Initial rule 26.1 disclosure statement (standard pollution coverage), **5:1**

**DISCOVERY**

Generally, **2:1 et seq.**  
Advertising materials, **2:16**  
Affirmative defenses, **2:17**  
Assistant plant manager, former, **2:8**

**DISCOVERY—Cont'd**

Attorney  
client privilege, **2:14**  
work product, **2:14**  
Bifurcating, case management order, **5:10, 5:11**  
Broker, **2:6, 2:15**  
Case management order, bifurcating discovery, **5:10, 5:11**  
Communications among insurers, **2:16**  
Confidentiality agreement, **2:1**  
Construction and interpretation, **2:16**  
Contracts and agreements, **2:1, 2:2**  
Copying of documents, second sample demand for, **2:13**  
Cost sharing and joint defense agreement, **2:2**  
Custodian of records, notice of deposition of, **2:15**  
Defenses, **2:1, 2:2, 2:17**  
**Demand for Production** (this index)  
**Deposition** (this index)  
Division of waste management facility inspection form, **2:10**  
Documents. **Production of Documents** (this index)  
Drafting history, **2:16, 2:17**  
E-discovery dispute in Scotts Company v. Liberty Mutual  
background on E-discovery dispute, **2:18**  
insurers discovery, **2:18 to 2:21**  
motion to compel by plaintiff policyholder, **2:19**  
opposition to motion to compel E-discovery, **2:20**  
reply memorandum in support of motion to compel, **2:21**  
Facility inspection form, **2:9**  
Fact witness deposition outline, **2:11**  
General interpretive material, **2:16**  
Handling of other coverage litigation, **2:17**  
History, drafting, **2:16, 2:17**  
Inspection, **2:9, 2:10, 2:13**  
Insureds discovery materials  
generally, **4:1 et seq.**  
admission, first set of requests for, **4:11**  
contamination, **4:9 to 4:11**  
copying of documents, **4:4, 4:6**  
demand, **4:3, 4:4, 4:6**  
deposition, **4:7**  
first demand for production, **4:6**  
first set of  
interrogatories (mold contamination), **4:10**  
requests for  
admission (mold contamination), **4:11**  
production (mold contamination), **4:9**  
inspection, demand for, **4:4, 4:6**

**DISCOVERY—Cont'd**

Insureds discovery materials—Cont'd  
interrogatories

first set, **4:10**

sample, **4:1**

joint first demand for production, **4:6**

mold contamination, **4:9 to 4:11**

motion to compel production of documents,  
opposition to, **4:8**

notice of deposition and request to produce  
documents, sample, amended, **4:7**

opposition to motion to compel production of  
documents, **4:8**

requests for

admission, **4:11**

production, **4:7, 4:9**

response to defendant insurers joint first  
demand for production, inspection, and  
copying of documents, sample, **4:6**

second samples, **4:3, 4:4**

Insurers discovery materials

E-discovery dispute in *Scotts Company v. Liberty Mutual*, **2:18 to 2:21**

motion to compel E-discovery, **2:19**

opposition to motion to compel E-discovery,  
**2:20**

**Production of Documents** (this index)

reply memorandum supporting motion to  
compel E-discovery, **2:21**

Internal organization, **2:17**

**Interrogatories** (this index)

Investigation, **2:17**

Joint

defense

agreement, **2:2**

confidentiality agreement, **2:1**

memorandum, **2:17**

Legislative lobbying materials, **2:17**

Lobbying materials, **2:16, 2:17**

Loss control investigations, methods and, **2:17**

Manuals, **2:16, 2:17**

Marketing materials, **2:16**

Memorandum, **2:16, 2:17**

Motion to compel

E-discovery, **2:19**

further responses and production of documents,  
**2:16, 2:17**

production of documents, **2:14**

Multi-site case, **2:12**

Notice, **2:14, 2:15**

Phased discovery, **2:12**

Plant manager, **2:8**

Privilege, **2:14**

**Production of Documents** (this index)

Promotional materials, **2:16, 2:17**

**DISCOVERY—Cont'd**

Proposal for phased discovery in multi-site case,  
**2:12**

Reinsurance information, **2:16, 2:17**

Reserves information, **2:17**

Response, **2:16, 2:17**

Samples, generally, **2:1 et seq.**

Second samples, **2:13, 2:17**

Selection criteria, document, **2:5**

Underwriting and claims manuals, **2:16, 2:17**

Waste

hauler, **2:7**

management facility division, **2:10**

Witnesses, fact witness deposition outline, **2:11**

**DISMISSAL**

**Motion to Dismiss** (this index)

Standard for, all causes of action without leave to  
amend, **9:165**

**DIVISION OF WASTE MANAGEMENT FACILITY**

Inspection form, **2:10**

**DOCUMENTS**

Mold contamination litigation documents, **5:6**

**Production of Documents** (this index)

Selection criteria, **2:5**

**DRAFTING HISTORY**

Memorandum in opposition to plaintiff insureds  
motion to compel further responses and production of documents, **2:16**

Second sample joint memorandum in opposition  
to plaintiff insureds motion to compel further responses and production of documents,  
**2:17**

**DRY CLEANING**

PCE contamination as traditional environmental  
pollution, **8:32 et seq.**

**DRYWALL**

Chinese drywall coverage dispute, responses,  
declaratory relief, **1:15**

**DUTTON-LAINSON CO. v. CONTINENTAL INS. CO.**

Appellate briefs, **9:41 et seq.**

**DUTY TO DEFEND**

*Allen v. Steadfast Insurance Company*, partial  
summary judgment, memorandum of law,  
**8:150, 8:151**

**Appellate Briefs** (this index)

**EMPLOYERS INSURANCE OF WAUSAU v. TEKTRONIX, INC.**

Appellate briefs, **9:19 et seq.**

**ENVIRONMENTAL IMPAIRMENT  
LIABILITY INSURANCE**

Policies, generally, **7:5**

**ENVIRONMENTAL INSURANCE  
LITIGATION**

2015 survey, **App A**

**ERIE INSURANCE EXCHANGE V. SHRI  
BRAMANI**

Background on Competing Briefs, **9:234**

Opening Brief, **9:235**

Opposing Brief, **9:236**

Reply Brief, **9:237**

**ESSENTIA HEALTH V. ACE AMERICAN  
INSURANCE**

Motion to dismiss

background, **8:190**

memorandum in support of motion, defendant,  
**8:191**

memorandum of law in opposition to  
defendants motion, **8:192**

reply memorandum in support of motion to  
dismiss, **8:193**

**ESTATE OF WHEELER V. GARRISON  
INSURANCE COMPANY**

Background on competing briefs, **9:221**

**ESTATE OF WHEELER V. GARRISON  
PROPERTY AND CASUALTY COMPANY,**

Insureds assignees, **9:222**

Insureds assignees, reply brief, **9:224**

Insurers opposition brief, **9:223**

**ESTOPPEL**

Motion to dismiss plaintiffs fourth cause of  
action, **5:2**

Plaintiffs opposition to defendants motion to  
dismiss, **5:3**

**EVANSTON INSURANCE COMPANY v.  
SANDERSVILLE RAILROAD COMPANY**

Appellants (insureds) brief, **9:176**

Appellees (insurers) brief, **9:177**

Background on competing briefs, absolute / total  
pollution exclusion, **9:175**

**EVANSVILLE (CITY OF) v. U.S. FIDELITY  
AND GUAR. CO.**

Appellants (insured) brief, **9:100**

Appellees (insurers) brief, **9:101**

Background, **9:99**

**EVEREST NATIONAL INSURANCE  
COMPANY V. MEGASAND  
ENTERPRISES, INC.**

Competing memorandums background  
motion to dismiss, **8:219**

**EXCESS INSURERS AND INSURANCE**

Briefs

defendant-appellee response to amicus curiae,  
complex insurance claims litigation  
association, **9:179**

opening, appellant, **9:163**

opposition, summary judgment, **8:141**

support, summary judgment, **8:140**

Counterclaim against primary insurer, **1:21**

Responses, **1:6, 1:17, 1:19, 1:21**

Summary judgment

opposition to, motion for, **8:141**

support of, motion for, **8:140**

**EXCLUSIONS**

**Appellate Briefs** (this index)

Mold exclusion, Saarman Construction, Ltd. v.  
Ironshore Specialty Ins. Co., motion for  
summary judgment, competing motions,  
partial summary judgment, duty to defend,  
extrinsic evidence, **8:134**

**Motion for Summary Judgment** (this index)

Responses, **1:14**

refusal to defend/indemnify, **1:16**

**EXHAUSTION**

Horizontal v. vertical, **9:162**

Insurance, primary insurer, **8:139**

SIR exhaustion, competing briefs, **9:11**

**“EXPECTED OR INTENDED”**

Appellate briefs, Employers Insurance of Wausau  
v. Tektronix, Inc., **9:19**

**EXPERT TESTIMONY**

Insurers memorandum in opposition to insureds  
expert testimony, **8:106**

Opposition to motion in limine to exclude  
insureds expert testimony, **8:107**

Support of motion in limine to exclude insureds  
expert testimony, **8:108**

**EXPIRATION OF POLICIES**

Responses, **1:12**

**EXTRINSIC EVIDENCE**

Use to defeat coverage, **9:191**

**EXXON PHASE II TRIAL BRIEF**

**Motion for Summary Judgment** (this index)

**FACILITY INSPECTION FORM**

Discovery, **2:9**

**FACT WITNESS**

Deposition outline, **2:11**

**FALL 2015 SURVEY OF ENVIRONMENTAL  
COVERAGE CASES**

Practice forms, **App A**



**FEDERAL INS. COMPANY v. MBI, INC.**

- Appellant-insureds
  - opening brief, **9:111**
  - reply brief, **9:113**
- Appellee-insurers opposition brief, **9:112**
- Background on competing appellate briefs, **9:110**
- Reply brief, appellant-insureds, **9:113**

**FINDINGS OF FACT**

- Continental Casualty Co. v. Employers Insurance Co of Wausau, **8:53 et seq.**
- Supplemental, rule 54(b), Northwest Steel coverage litigation, **6:16**

**FIRST AMENDMENT**

- Complaint, **1:18**

**FIRST DEMAND FOR PRODUCTION**

- Insureds discovery materials, response to defendant insurers joint first demand for production, inspection, and copying of documents, sample, **4:6**

**FIRST SET OF INTERROGATORIES**

- Insureds discovery materials (mold contamination), **4:10**

**FIRST SET OF REQUESTS FOR ADMISSION**

- Insureds discovery materials (mold contamination), **4:11**

**FIRST SET OF REQUESTS FOR PRODUCTION**

- Insureds discovery materials (mold contamination), **4:9**

**FLOOD INSURANCE**

- Responses
  - class action (complaint), **3:7**
  - standard flood insurance, **3:6**
- Summary judgment, state law based claims under standard flood insurance policy, **8:21 et seq.**

**FMC DECISION/LITIGATION**

- Closing arguments, **6:2**
- Opening statements, **6:1**

**FORUM NON CONVENIENS**

- Competing briefs
  - generally, **5:7**
  - motion to dismiss, **5:8**
  - opposition to motion to dismiss, **5:9**

**FRAUD**

- Motion to dismiss plaintiffs fourth cause of action, **5:2**
- Plaintiffs opposition to defendants motion to dismiss, **5:3**

**GENERAL INTERPRETIVE MATERIAL**

- Discovery, memorandum in opposition to plaintiff insureds motion to compel further

**GENERAL INTERPRETIVE MATERIAL**

**—Cont'd**

- responses and production of documents, **2:16**

**GENERAL LIABILITY INSURANCE POLICY**

- Comprehensive general liability insurance policy, **7:3**
- 1973 comprehensive general liability insurance policy, **7:2**
- 1986 commercial general liability insurance policy, sample, **7:1**

**GENERAL POLLUTION EXCLUSION**

- Lloyds of London, **7:6**

**GENERAL REFRACTORIES CO. v. FIRST STATE INS. CO.**

- Amicus curiae
  - competing briefs, asbestos exclusion, **9:150**
  - in support of appellant, **9:152**
  - in support of plaintiff-appellee, **9:151**

**GM NORTHRUP CORPORATION V. MASSACHUSETTS BAY INSURANCE COMPANY**

- Competing memorandums background motion to dismiss, **8:222**
- Summary judgment
  - insureds opposition to defendant insurers, **8:223**
  - insurers reply memorandum, **8:224**

**GOOD FAITH**

- Southern Nevada TBA Supply Company V. Universal Underwriters Insurance Company, **9:165**

**GREENWOOD RACING INC. V. AMERICAN GUARANTEE & LIABILITY INSURANCE CO.**

- Motion to dismiss
  - background, **8:194**
  - memorandum of law in opposition to defendants motion to dismiss, **8:196**
  - memorandum of law in support of motion its dismiss, defendant, **8:195**
  - reply memorandum of law in further support, **8:197**

**GRIFFITH DEWATERING CORP. v. NORTHERN INSURANCE CO. OF NEW YORK**

- Appellate briefs, **9:45 et seq.**

**HANDLING OF OTHER COVERAGE LITIGATION**

- Discovery, **2:17**

**HARTFORD ACCIDENT & INDEMNITY  
COMPANY, ET AL. v. FFP HOLDINGS,  
LLC, ET AL.**

Bifurcating discovery, case management order,  
**5:10, 5:11**

**HDI GLOBAL V. PHILLIPS 66**

Background, **9:195**  
Insureds brief, **9:196**  
Insureds reply brief, **9:197**

**HILAND PARTNERS GP HOLDINGS, LLC v.  
NATIONAL UNION FIRE INS. CO. OF  
PITTSBURGH**

Appellees brief, **9:160**  
Competing briefs, **9:158**  
Opening appellate brief, **9:159**  
Reply appellate brief, **9:161**

**HISTORY**

Memorandum in opposition to plaintiff insureds  
motion to compel further responses and pro-  
duction of documents, **2:16, 2:17**

**HURRICANE INSURANCE**

Response samples, **3:5**

**ICHIMOTO v. AMERICAN MOTORISTS INS.  
CO.**

Background, **9:70**  
Insurer respondents brief, **9:72**  
Policyholder appellants brief, **9:71**

**ILLINOIS NATIONAL INS. CO. v. SUNOCO,  
INC.**

Appellate briefs, **9:12 et seq.**

**IMPAIRMENT LIABILITY INSURANCE**

Environmental impairment liability insurance,  
**7:5**

**INDEMNITY**

Boston Gas Co. v. Century Indemnity Co., **6:18  
et seq.**  
Responses, **1:12**  
Trial work products, Boston Gas Co. v. Century  
Indemnity Co., **6:18 et seq.**

**INDIANA FARM BUREAU INS. CO. v.  
HARLEYSVILLE INS. CO.**

Appellant brief, plaintiff insurer, **9:86**  
Appellee brief, defendant insurer, **9:85**  
Background, **9:84 et seq.**

**INDIAN HARBOR INS. CO. v. CITY OF SAN  
DIEGO**

Background, **8:110**  
Insurers motion for summary judgment  
insurers reply memorandum in support of  
motion, **8:113**  
opposing memorandum, **8:112**

**INDIAN HARBOR INS. CO. v. CITY OF SAN  
DIEGO—Cont'd**

Insurers motion for summary judgment—Cont'd  
supplemental memorandum in opposition,  
**8:114**  
supporting memorandum, **8:111**  
Reply memorandum in support of motion for  
summary judgment, **8:113**  
Supplemental memorandum in opposition to  
insurers motion for summary judgment,  
**8:114**

**INDISPENSABLE PARTIES**

Failure to sue  
motion to dismiss by defendant (insureds),  
**8:220**  
plaintiff (insurers) opposition to motion to  
dismiss, **8:221**

**INDUSTRIAL ENTERPRISES, INC. v. PENN  
AMERICA INSURANCE COMPANY**

Background, **9:67**  
Insurer appellants brief, **9:68**  
Policyholder appellees brief, **9:69**

**IN LIMINE MOTION**

Northrop coverage litigation, **6:8**

**INSPECTION**

Demand for inspection, second sample, **2:13, 4:4**  
Division of waste management facility inspection  
form, **2:10**  
Facility inspection form, **2:9**  
Response to defendant insurers joint first demand  
for, sample, **4:6**

**INSTRUCTIONS TO JURY**

**Jury Instructions** (this index)

**INSURERS DISCOVERY MATERIALS**

**Discovery** (this index)

**INSURERS SAMPLE CLAIMS RESPONSES**

**Responses** (this index)

**INTERIM RESERVATION OF RIGHTS  
LETTER**

Responses, **1:10**

**INTERNAL ORGANIZATION**

Second sample joint memorandum in opposition  
to plaintiff insureds motion to compel fur-  
ther responses and production of documents,  
**2:17**

**INTERPRETATION**

**Construction and Interpretation** (this index)

**INTERROGATORIES**

Generally, **2:3**  
First set of interrogatories (mold contamination),  
**4:10**

## **INTERROGATORIES—Cont'd**

Insureds discovery materials, sample, **4:1, 4:10**

## **INVESTIGATION**

Loss control, second sample joint memorandum in opposition to plaintiff insureds motion to compel further responses and production of documents, **2:17**

Responses, notice and interim reservation of rights letter, **1:10**

## **JALBERT AS TRUSTEE OF VERNON TORT CLAIMS TRUST V. XL INSURANCE AMERICA, INC.**

Answering brief, **9:188**

Competing briefs, **9:186**

Opening brief, **9:187**

Reply brief, **9:189**

## **JAMES RIVER CASUALTY COMPANY V. UNICONTROL, INC.**

Appellate briefs

brief of insured (defendant and appellant), **9:211**

brief of insurer (plaintiff-appellee), **9:210**

reply of insured (defendant and appellant), **9:212**

Competing briefs

background, appellate briefs, **9:209**

claims in progress exclusion, **8:225**

## **JOINT DEFENSE AGREEMENT**

Discovery, **2:2**

## **JOINT DEFENSE CONFIDENTIALITY AGREEMENT**

Discovery, **2:1**

## **JOINT FIRST DEMAND FOR PRODUCTION**

Response, sample, **4:6**

## **JOINT MEMORANDUM**

Motion to compel further responses and production of documents, **2:17**

## **JUDGMENTS**

**Motion for Summary Judgment** (this index)

Motion to enforce prior judgment

Lusher Site Remediation Group v. National Fire Insurance Co. of Hartford, **8:170**

background and competing briefs, **8:169**

memorandum in support, **8:172**

opposition, **8:171**

Responses, **1:13, 3:3**

Summary judgment. **Motion for Summary Judgment** (this index)

Trial work products

declaratory judgment and res judicata, Aerojets motion for reconsideration or new trial, **6:17**

## **JUDGMENTS—Cont'd**

Trial work products—Cont'd

final judgment, **6:27 et seq.**

motion for judgment as a matter of law, **6:25**

Rule 54(b), Northwest Steel coverage litigation, **6:16**

## **JURY INSTRUCTIONS**

Boston Gas Co. v. Century Indemnity Co., **6:22, 6:23**

Northrop coverage litigation, **6:9**

Purex coverage litigation, **6:4**

Schloff Chemical coverage litigation, **6:6**

Syntex coverage litigation, **6:13**

## **JUSTICIABILITY**

Responses, **1:11, 1:13**

## **KIMBERLY CLARK v. COMMERCIAL UNION**

Motion for summary judgment, duty to defend, **8:1 to 8:4**

## **KINSALE INSURANCE COMPANY V. MATA CHORWADI, INC.**

Damages, responses, **1:25**

## **L.A. TERMINALS, INC. V. UNITED NATIONAL INSURANCE COMPANY**

Motion to dismiss

background, **8:202**

insurers memorandum of points and authorities, **8:203**

opposition, **8:204**

## **LAW FIRM**

Motion to disqualify, opposition to, **5:4**

## **LAWRENCE GENERAL HOSPITAL V. CONTINENTAL CASUALTY COMPANY**

Background on competing memorandums, **8:230**

Insureds memorandum in opposition to motion to dismiss, **8:232**

Insureds sur-reply memorandum in opposition to motion to dismiss, **8:234**

Insurers memorandum of points and authorities in support of motion to dismiss, **8:231**

Insurers reply memorandum in support of motion to dismiss, **8:233**

## **LEAD PAINT**

Responses, declaratory relief, **1:5**

## **LEGIONELLA PNEUMOPHILA BACTERIA**

Connors v. Zurich American Insurance Company, appellate briefs, **9:136 to 9:139**

## **LEGISLATIVE LOBBYING MATERIALS**

Discovery, **2:17**

**LETTERS**

- Responses
  - declination letter, **1:2**
  - demand letter, **3:2**
  - notice of investigation and interim reservation of rights letter, **1:10**
  - notification and tender letter to primary insurer, **3:1**
  - reservation of rights letter, **1:1**

**LIABILITY INSURANCE**

- Comprehensive general liability insurance policy, **7:3**
- Environmental impairment liability insurance, **7:5**
- 1973 comprehensive general liability insurance policy, **7:2**
- 1986 commercial general liability insurance policy, sample, **7:1**

**LITIGATION RELEASE ONLY**

- Settlement agreements, **10:5**

**LLOYDS OF LONDON**

- Case against New Dominion, LLC
  - generally, **8:130 et seq.**
  - competing briefs, **8:130**
  - memorandum of law in
    - opposition, plaintiffs, **8:132**
    - support, defendants, **8:131**
  - reply memorandum of law in further of support, defendants, **8:133**
- General pollution exclusion, **7:6**

**LOBBYING MATERIALS**

- Discovery, **2:16, 2:17**

**LONGHORN GASKET AND SUPPLY COMPANY v. UNITED STATES FIRE INSURANCE COMPANY**

- Briefs
  - appellee, **9:164**
  - competing, **9:162**
  - opening, appellant, **9:163**
- Complaint and answer, **1:17**

**LONG-TAIL INSURANCE COVERAGE CASE**

- Continental casualty co. v. employers insurance co. of wausau, **8:52 et seq.**
- Olin Corp. v. American Home Assur. Co., **9:95 et seq.**
- Plastics Engineering Co. v. Liberty Mut. Ins. Co., amicus briefs, **9:117 et seq.**
- Thomson Inc. v. Insurance Co. of North America, amicus briefs, **9:114 et seq.**

**LOSS CONTROL INVESTIGATIONS**

- Discovery, **2:17**

**LSG TECHNOLOGIES, INC. F/K/A LOMA ALTA CORPORATION AND LONGHORN GASKET AND SUPPLY COMPANY v. UNITED STATES FIRE INSURANCE COMPANY**

- Answer, excess insurer, **1:19**
- Complaint
  - First Amendment, **1:18**
  - in-intervention, **1:20**
- Counterclaim by excess insurer, **1:21**
- Excess insurer
  - answer, **1:19**
  - counterclaim by, **1:21**

**LSG TECHNOLOGIES, INC. v. U.S. FIRE INS. CO.**

- Background, **8:88**
- Excess insurers motions and memoranda for summary judgment, **8:90, 8:91**
- Policyholders motions and memoranda for summary judgment, **8:92**
- Primary insurers motions and memoranda for summary judgment, **8:89**

**LUBRIZOL ADVANCED MATERIALS v. NATIONAL UNION FIRE INSURANCE COMPANY**

- Appellate briefs
  - amici curiae brief, in support of insurer, **9:185**
  - background, **9:181**
  - insurer, merit brief, **9:183**
  - Lubrizol, reply brief, **9:184**
  - merit brief, insured, **9:182**

**LUSHER SITE REMEDIATION GROUP V. NATIONAL FIRE INSURANCE CO. OF HARTFORD**

- Amended complaint, **1:23**
- Background and competing briefs, **8:169**
- Enforce prior judgment, **8:170**
  - memorandum in support, **8:172**
  - opposition, **8:171**

**LUSHER SITE REMEDIATION GROUP V. NATIONAL FIRE INSURANCE COMPANY OF HARTFORD**

- Motion to dismiss, **8:169**
  - defendant, memorandum of support, **8:170**
  - opposition, plaintiff, **8:171**
  - reply, **8:172**

**MANUALS**

- Discovery, **2:16, 2:17**

**MARKETING MATERIALS**

- Discovery, **2:16**

**MAXINE FURS, INC. v. AUTO-OWNERS INS. CO.**

Background, **9:63**  
 Insurers brief, **9:65**  
 Policyholders briefs, **9:64, 9:66**

**MCGREGOR v. ALLAMERICA INSURANCE CO.**

Motion for summary judgment, **8:57 et seq.**

**MEMORANDUM**

Continental Casualty Co. v. Employers Insurance Co of Wausau, **8:55**  
 Discovery, **2:16, 2:17**  
**Motion for Summary Judgment** (this index)  
**Responses** (this index)

**MODIFIED ENVIRONMENTAL BUY-OUT**

Settlement agreements, sample, **10:3**

**MOLD CONTAMINATION**

First party mold coverage, **8:18 et seq.**  
 Insureds discovery materials, **4:9 to 4:11**  
 Litigation documents, **5:6**  
 Mold coverage dispute, policy provisions, **8:11 et seq.**  
 Summary judgment  
     generally, **8:11 et seq.; 6:6 et seq.**  
     absence of mold exclusion, **8:24 et seq.**  
     first party mold coverage, **8:18 et seq.**  
     mold coverage dispute, policy provisions, **8:11 et seq.**

**MONTROSE CHEMICAL CORPORATION OF CALIFORNIA v. S.C. (CANADIAN UNIVERSAL INSURANCE COMPANY)**

Competing briefs, background, appellate briefs, **9:169**

**MONTROSE CHEMICAL CORPORATION OF CALIFORNIA V. SUPERIOR COURT (COSA NB OF LOS ANGELES)**

Insureds petition for review, answer to, appellate briefs, **9:170, 9:171**

**MONTROSE CHEMICAL CORPORATION OF CALIFORNIA v. SUPERIOR COURT (COUNTY OF LOS ANGELES)**

Answering brief, **9:173**  
 Opening brief, **9:172**  
 Reply brief, **9:174**

**MOTION FOR JUDGMENT ON PLEADINGS**

Responses, **1:13**  
 Setco Automotive v. Tokyo Marine & Nichido Fire Insurance  
     insureds response, **8:154**  
     insurers brief, **8:153**

**MOTION FOR RECONSIDERATION**

Responses, **1:14**  
 Trial work products, **6:17**

**MOTION FOR SUMMARY JUDGMENT**

Absolute pollution exclusion. Pollution, below  
 Allen v. Steadfast Insurance Company, **8:150, 8:151**  
 Allocation to fronting policies  
     amended motion for partial summary judgment, Weyerhaeuser Co. v. Firemans Fund Ins. Co., **8:62, 8:63**  
     response to amended motion, Weyerhaeuser Co. v. Firemans Fund Ins. Co., **8:63**  
 Amended motion for partial summary judgment, Weyerhaeuser Co. v. Firemans Fund Ins. Co., **8:62**  
 American Motorists Insurance Co. v. CTS Corp., transfer of venue, **8:5 et seq.**  
 American Motorists Insurance Co. v. Stewart Warner Corp.  
     background on competing memoranda on motion for summary judgment, **8:8**  
     policyholders memorandum in opposition to insurers motion for summary judgment, **8:9**  
     reply, insurers reply memorandum in support of its motion for summary judgment, **8:10**  
 Answer or reply. Reply, below  
 Appellate briefs  
     zurich American Insurance company v. Insurance company of North American  
         INAs opposition, **8:161**  
 Atlantic Casualty Insurance Company v. Garcia  
     insurers motion, background, **8:127**  
     memorandum in support of insurers motion, **8:128**  
     reply in support of insurers motion, **8:129**  
     response in opposition to motion, **8:129**  
 Background  
     Admiral Insurance Company v. Dual Trucking, Inc., **8:173**  
     Barber v. Arch Insurance Company, **8:178**  
     Ben Weitsman & Son of Scranton, LLC v. Hartford Fire Insurance Company, absolute exclusion, **8:142**  
     briefs, McGregor v. Allamerica Insurance Co., **8:57**  
     Certain Underwriters at Lloyds of London v. National Railroad Passenger Corporation, **8:146**  
     Compass Insurance Company v. University Medical & Engineering Contractors, Inc., **8:124**  
     competing  
         Chisolm-Village Plaza, LLC v. Travelers Commercial Insurance Company, **8:198**



## MOTION FOR SUMMARY JUDGMENT

### —Cont'd

- Background—Cont'd
  - competing—Cont'd
    - memoranda on motion for summary judgment, **8:8**
    - motions, partial summary judgment, Saarman Construction, Ltd. v. Ironshore Specialty Ins. Co., extrinsic evidence, duty to defend, mold exclusion, **8:134**
  - duty to defend: impact of another insurers fronting policies on GCL insurers duty to defend, **8:1 et seq.**
- Lusher Site Remediation Group v. National Fire Insurance Company of Hartford, **8:169**
- memoranda in support of and in opposition to motion to transfer venue, **8:5**
- Safeco Insurance Company of America v. Brindeiro, **8:165**
- Sempre Energy v. Associated Electric & Gas Insurance Services, **8:163**
- Velsicol Chemical, LLC v. Westchester Fire Insurance Company, **8:139**
- Weyerhaeuser Co. v. Firemans Fund Ins. Co., **8:61**
- Barber v. Arch Insurance, **8:179**
  - background, **8:178**
  - insureds response, **8:180**
  - insurers opposition, **8:182**
  - joint motion, **8:181**
  - memorandum in support, joint motion, **8:181**
- Ben Weitsman & Son of Scranton, LLC, **8:142 to 8:145**
- Boston Gas Co. v. Century Indem. Co., **8:78 to 8:81**
- Boston Gas Co. v. Century Indem. Co., **8:78 to 8:81**
- Briefs
  - competing briefs, below
  - Exxon Phase II trial brief, below
  - mold exclusion, absence of, **8:26, 8:27**
  - opposition to, **8:141**
  - support of, **8:140**
- Canton Drop Forge v. Travelers Insurance
  - background, **8:183**
  - insureds memorandum in opposition, **8:185**
  - insurers motion, **8:184**
- Canton Drop Forge v. Travelers Insurance
  - background, **8:183**
  - insureds memorandum in opposition, **8:185**
  - insurers motion, **8:184**
- Certain Underwriters at Lloyds of London v. National Railroad Passenger Corporation, **8:146 to 8:149**
- Chisolm-Village Plaza, LLC v. Travelers Commercial Insurance Company, **8:198 to 8:201**

## MOTION FOR SUMMARY JUDGMENT

### —Cont'd

- Compass Insurance Company v. University Medical & Engineering Contractors, Inc.
  - competing briefs, **8:124**
  - insureds memorandum of points and authorities in support of motion for partial summary judgment, **8:126**
  - insurers memorandum of points and authorities in support of motion for partial summary judgment, **8:125**
- Competing
  - briefs
    - background
      - Admiral Insurance Company v. Dual Trucking, Inc., **8:173**
      - Ben Weitsman & Son of Scranton, LLC v. Hartford Fire Insurance Company, absolute exclusion, **8:142**
      - Certain Underwriters at Lloyds of London v. National Railroad Passenger Corporation, **8:146**
      - Compass Insurance Company v. University Medical & Engineering Contractors, Inc., **8:124**
      - duty to defend: impact of another insurers fronting policies on GCL insurers duty to defend, **8:1 et seq.**
      - Lusher Site Remediation Group v. National Fire Insurance Company of Hartford, **8:169**
      - Safeco Insurance Company of America v. Brindeiro, **8:165**
      - Velsicol Chemical, LLC v. Westchester Fire Insurance Company, **8:139**
      - Weyerhaeuser Co. v. Firemans Fund Ins. Co., **8:61**
    - Boston Gas Co. v. Century Indem. Co., **8:78 to 8:81**
    - duty to defend: impact of another insurers fronting policies on GCL insurers duty to defend, **8:1 et seq.**
    - Lloyds v. New Dominion, LLC, **8:130**
    - N. Yamhill Station, LLC v. Great American Alliance Insurance Co., **8:74 to 8:77**
    - Velsicol Chemical, LLC v. Westchester Fire Insurance Company, **8:139**
    - Weyerhaeuser Co. v. Firemans Fund Ins. Co., **8:61**
  - motions, partial summary judgment, Saarman Construction, Ltd. v. Ironshore Specialty Ins. Co., extrinsic evidence, duty to defend, mold exclusion, **8:134**
- Cross-motion for partial summary judgment, Weyerhaeuser Co. v. Firemans Fund Ins. Co., **8:64**
- Duty to defend, **8:1 to 8:4, 8:41 et seq., 8:198 to 8:201**
- competing motions, partial summary judgment,

## MOTION FOR SUMMARY JUDGMENT

### —Cont'd

- Duty to defend, **8:1 to 8:4, 8:41 et seq., 8:198 to 8:201**—Cont'd
  - Saarman Construction, Ltd. v. Ironshore Specialty Ins. Co., extrinsic evidence, mold exclusion, **8:134**
- Duty to defend: impact of another insurers fronting policies on GCL insurers duty to defend, **8:1 et seq.**
- Exclusions. Pollution, below
- Flood insurance, state law based claims under standard flood insurance policy, **8:21 et seq.**
- Fronting policies, allocation to, Weyerhaeuser Co. v. Firemans Fund Ins. Co., **8:62, 8:63**
- Insureds memorandum in support of motion to transfer venue, **8:6**
- Insureds response
  - Barber v. Arch Insurance Company, **8:180**
- Insurers
  - memorandum in opposition to motion to transfer venue, **8:7**
  - motion, **8:9, 8:127**
  - reply, **8:10, 8:48**
- Insurers opposition
  - Barber v. Arch Insurance Company, **8:182**
  - Kimberly Clark v. Commercial Union, duty to defend, **8:1 to 8:4**
  - Lloyds v. New Dominion, LLC, **8:130 to 8:133**
  - Lubrizol Advanced Materials v. National Union Fire Insurance Company
    - background, **9:181**
  - McGregor v. Allamerica Insurance Co.
    - appellate brief of amicus curiae, Complex Insurance Claims Litigation Association, **8:60**
    - background on briefs, **8:57**
    - opening brief of defendant/appellant insurer, **8:58**
    - reply brief of defendant/appellant insurer, **8:59**
- Memoranda. See entries throughout this topic
- Memorandum in support, joint motion
  - Barber v. Arch Insurance Company, **8:181**
  - Chisolm-Village Plaza, LLC v. Travelers Commercial Insurance Company, **8:199**
- Mold Contamination** (this index)
- N. Yamhill Station, LLC v. Great American Alliance Insurance Co., **8:74 to 8:77**
- N. Yamhill Station, LLC v. Great American Alliance Insurance Co., **8:74 to 8:77**
- NGM Insurance Company v. Carolinas Power Wash & Painting, LLC, **8:82 to 8:84**
- Notice, Saarman Construction, Ltd. v. Ironshore Specialty Ins. Co.
  - partial summary judgment, **8:135**
  - summary judgment, **8:137**

## MOTION FOR SUMMARY JUDGMENT

### —Cont'd

- Opposition
  - Chisolm-Village Plaza, LLC v. Travelers Commercial Insurance Company, **8:198, 8:201**
  - cross-motion for partial summary judgment, **8:65**
  - defendants motion, Ben Weitsman & Son of Scranton, LLC, Ben Weitsman & Son, Inc., Upstate Shredding, LLC, and Upstate Shredding Disc, Inc. v. Hartford Fire Insurance Company and Hartford Casualty Insurance, **8:144**
  - insurers motion, Certain Underwriters at Lloyds of London, et al. v. National Railroad Passenger Corporation, et. al., **8:148**
  - memorandum, Saarman Construction, Ltd. v. Ironshore Specialty Ins. Co., **8:136, 8:138**
- Partial summary judgment
  - amended motion, Weyerhaeuser Co. v. Firemans Fund Ins. Co., **8:62**
  - Compass Insurance Company v. University Medical & Engineering Contractors, Inc., memorandum of points and authorities in support of motion for, **8:124, 8:125**
  - competing motions, Saarman Construction, Ltd. v. Ironshore Specialty Ins. Co., extrinsic evidence, duty to defend, mold exclusion, **8:134**
  - cross-motion for, **8:64**
  - defendant insureds opposing memorandum, Narragansett Elec. Co v American Home Assur. Com., **8:121**
  - notice, Saarman Construction, Ltd. v. Ironshore Specialty Ins. Co., extrinsic evidence, duty to defend, mold exclusion, **8:135**
- opposition
  - cross-motion for, **8:65**
  - memorandum of law, defendant insurer, duty to defend, Allen v. Steadfast Insurance Company, **8:151**
- response to amended motion, summary judgment regarding allocation to fronting policies, **8:63**
- Sempra Energy v. Associated Electric and Gas Insurance Services
  - control of underlying defenses, **8:164**
- support
  - cross-motion for, Narragansett Elec. Co v American Home Assur. Com., **8:121**
  - insureds memorandum in support of partial summary judgment, Certain Underwriters at Lloyds of London, et al. v. National Railroad Passenger Corporation, et. al., **8:147**

## MOTION FOR SUMMARY JUDGMENT

### —Cont'd

- Partial summary judgment—Cont'd
  - support—Cont'd
    - memorandum of law, defendant insurer, duty to defend, *Allen v. Steadfast Insurance Company*, **8:150**
- Policyholders
  - memorandum in opposition to insurers motion, **8:9**
  - response and objections, **8:47**
- Pollution, generally
  - absolute pollution exclusion
    - generally, **8:14 et seq.**
    - Chisolm-Village Plaza, LLC v. Travelers Commercial Insurance Company*, **8:198**
    - dry cleaning business, PCE contamination, **8:32 et seq.**
    - dry cleaning business, PCE contamination, **8:32 et seq.**
    - duty to defend, **8:28 et seq.**, **8:41**
    - exclusions, generally, **8:14 et seq.**
  - Mold Contamination** (this index)
    - nontraditional environmental pollution, **8:14 et seq.**
    - 8220sudden and accidental8221 pollution exclusion, **8:28 et seq.**, **8:41**, **8:139**
- Reply memorandum in support, *American Motorists Insurance Co. v. Stewart Warner Corp.*, **8:10**
- Response to amended motion, allocation to fronting policies, *Weyerhaeuser Co. v. Firemans Fund Ins. Co.*, **8:63**
- RSR Corp. v. International Insurance Co.*, **8:70 to 8:73**
- Saarman Construction, Ltd. v. Ironshore Specialty Ins. Co.*, extrinsic evidence, duty to defend, mold exclusion, **8:134 to 8:138**
- Scotts Company v. Liberty Mutual*, **8:66 to 8:69**
- Successor in interest, brief in support, **8:140**
- Support, memorandum of law in
  - defendant insurer, *Ben Weitsman & Son of Scranton, LLC, Ben Weitsman & Son, Inc., Upstate Shredding, LLC, and Upstate Shredding Disc, Inc. v. Hartford Fire Insurance Company and Hartford Casualty Insurance*, **8:143**, **8:145**
  - insureds, partial summary judgment, *Certain Underwriters at Lloyds of London, et al. v. National Railroad Passenger Corporation, et. al.*, **8:147**
  - insurers reply memorandum, *Certain Underwriters at Lloyds of London, et al. v. National Railroad Passenger Corporation, et. al.*, **8:149**
  - plaintiffs cross-motion, *Ben Weitsman & Son of Scranton, LLC, Ben Weitsman & Son,*

## MOTION FOR SUMMARY JUDGMENT

### —Cont'd

- Support, memorandum of law in—Cont'd
  - Inc., Upstate Shredding, LLC, and Upstate Shredding Disc, Inc. v. Hartford Fire Insurance Company and Hartford Casualty Insurance*, **8:144**
- Transfer of venue. Venue, transfer of, below *Velsicol Chemical, LLC v. Westchester Fire Insurance Company*, **8:139 to 8:141**
- Venue, transfer of
  - American Motorists Insurance Co. v. CTS Corp.*, **8:5 et seq.**
  - background on memoranda in support of and in opposition to motion to transfer venue, **8:5**
  - insureds memorandum in support of motion to transfer venue, **8:6**
  - insurers memorandum in opposition to motion to transfer venue, **8:7**
- Weyerhaeuser Co. v. Firemans Fund Ins. Co.*
  - amended motion for partial summary judgment regarding allocation to fronting policies, **8:62**
  - background on competing briefs, **8:61**
  - cross-motion for partial summary judgment, **8:64**
  - opposition to cross-motion for partial summary judgment, **8:65**
  - response to amended motion for partial summary judgment regarding allocation to fronting policies, **8:63**
  - third-party defendants, insurance policies issued by, **8:64**, **8:65**
- Weyerhaeuser Co. v. Firemans Fund Ins. Co.*, **8:61**

## MOTION IN LIMINE

- Expert testimony, memoranda and filings in support and opposition, **8:106**, **8:107**, **8:108**
- Northrop coverage litigation*, **6:8**

## MOTION TO COMPEL E-DISCOVERY

- Scotts Company v. Liberty Mutual*, **2:19**

## MOTION TO COMPEL PRODUCTION OF DOCUMENTS

- Attorney work product and attorney client privilege, **2:14**
- Insureds discovery materials, opposition to motion, **4:8**
- Memorandum in opposition, **2:16**
- Second sample joint memorandum in opposition, **2:17**

## MOTION TO DISMISS

- Admiral Insurance Company v. Dual Trucking, Inc.*,
  - background, **8:173**
  - opposition, **8:175**

**MOTION TO DISMISS—Cont'd**

Aloha Petroleum, Ltd. v. National Union Fire Insurance Company of Pittsburgh  
Background on competing briefs, **8:235**  
insureds memorandum of points and authorities in support of motion for summary judgment, **8:236**  
Insureds reply memorandum of points and authorities in support of motion for summary judgment, **8:238**  
Insurers memorandum of points and authorities in opposition to insureds motion for summary judgment, **8:237**

Atma Beauty Inc. v. HSDI Global Specialty SE  
background, **8:186**  
insureds response, **8:188**  
insurers reply, **8:189**

Berkley National Insurance Company v. Atlantic Newport Realty Company  
insureds memorandum in opposition to insurers motion, **8:244**  
insurers memorandum in support of motion for summary judgment, **8:243**  
insurers reply memorandum in support of its motion, **8:245**

Company v. Atlantic-Newport Realty LLC  
competing memorandums in support of and in opposition to motion for summary judgment in berkley national insurance, **8:239**

Essentia Health v. ACE American Insurance  
background, **8:190**  
defendant memorandum in support of motion, **8:191**  
memorandum in support of motion, defendant, **8:191**  
memorandum of law in opposition to defendants motion, **8:192**  
reply memorandum in support of motion to dismiss, **8:193**

Estoppel, **5:2**

Everest National Insurance Company v. Megasand Enterprises, Inc.  
competing memorandums background, **8:219**

Failure to sue indispensable parties, by defendant (insureds), **8:220**

Fraud, **5:2**

GM Northrup Corporation v. Massachusetts Bay Insurance Company  
competing memorandums background  
choice of law, duty to defend, bacteria and fungi exclusion, and total pollution exclusion, **8:222**

Greenwood Racing Inc. v. American Guarantee & Liability Insurance Co.  
background, **8:194**  
memorandum of law in opposition to defendants motion to dismiss, **8:196**

**MOTION TO DISMISS—Cont'd**

Greenwood Racing Inc. v. American Guarantee & Liability Insurance Co.—Cont'd  
memorandum of law in support of motion its dismiss, defendant, **8:195**  
reply memorandum of law in further support, **8:197**

Insureds Memorandum in Support of Motion for Judgment on the Pleadings  
Berkley National Insurance Company v. Atlantic Newport Realty Company, **8:240**

Insureds reply memorandum in support of motion for judgment on the pleadings  
Berkley National Insurance Company v. Atlantic Newport Realty Company, **8:242**

Insurers memorandum in support, **8:37**

Insurers reply memorandum, **8:39**

L.A. Terminals, Inc. v. United National Insurance Company  
background, **8:202**  
insurers memorandum of points and authorities, **8:203**  
opposition, **8:204**

Lawrence General Hospital v. Continental Casualty Company  
background on competing memorandums, **8:230**  
insureds memorandum in opposition to motion to dismiss, **8:232**  
insureds sur-reply memorandum in opposition to motion to dismiss, **8:234**  
insurers memorandum of points and authorities in support of motion to dismiss, **8:231**  
insurers reply memorandum in support of motion to dismiss, **8:233**

Lloyds v. New Dominion, LLC, **8:131 to 8:133**

Lusher Site Remediation Group v. National Fire Insurance Company of Hartford, **8:169**  
defendant, memorandum of support, **8:170**  
opposition, plaintiff, **8:171**  
reply, **8:172**

Memorandum in opposition to insureds motion for judgment on the pleadings  
berkley National Insurance Company v. Atlantic Newport Realty Company, **8:241**

Mt. Hawley Insurance Company v. City of Richmond Heights, Missouri  
insureds memorandum of points and authorities in opposition to insurers motion to dismiss, **8:228**

Insurers memorandum of points and authorities, summary judgment, **8:227**  
reply, **8:176**  
insurers reply memorandum in support of motion to dismiss, **8:229**

**MOTION TO DISMISS—Cont'd**

- Nationwide Property & Casualty Insurance Company v. Hampton Court, L.P.
  - background on competing memorandums, **8:250**
  - insureds memorandum in support of motion to dismiss, **8:251**
  - insurers memorandum in opposition to insureds motion to dismiss, **8:252**
- North Star Mutual Insurance Company v. Rodin
  - application of absolute/total pollution exclusion to bodily injuries caused by carbon monoxide emitted from portable heater
    - background on competing memorandums in north star mutual, **8:246**
  - insureds memorandum in opposition to insurers motion, **8:248**
  - insurers memorandum in support of its motion, **8:247**
  - insurers reply memorandum in support of its motion, **8:249**
- Plaintiff (insurers) opposition, failure to sue indispensable parties, **8:221**
- Plaintiffs opposition, **5:3, 5:5**
- Policyholders memorandum in opposition, **8:38**
- Responses, **1:12, 1:13**
- Safeco Insurance Company of America v. Brindeiro, **8:166**
  - opposition, **8:167**
  - reply, **8:168**

**MOTION TO DISQUALIFY**

- Law firm, opposition to motion, **5:4**

**MOTION TO SET STATUS CONFERENCE**

- Responses, **3:4**

**MOTION TO STRIKE**

- Plaintiffs opposition, **5:5**

**MT. HAWLEY INS. CO. V DANIA DISTRIBUTION CENTRE**

- Background, **8:101**
- Insurers motion and memoranda supporting summary judgment, **8:102, 8:104**
- Policyholders motion and memoranda opposing summary judgment, **8:103**

**MT. HAWLEY INSURANCE COMPANY V. CITY OF RICHMOND HEIGHTS, MISSOURI**

- Competing memorandums, summary judgment, **8:226**
- Insureds memorandum of points and authorities in opposition to insurers motion to dismiss, **8:228**
- Insurers memorandum of points and authorities in support of motion to dismiss, summary judgment, **8:227**

**MT. HAWLEY INSURANCE COMPANY V. CITY OF RICHMOND HEIGHTS, MISSOURI—Cont'd**

- Insurers reply memorandum in support of motion to dismiss, **8:229**

**MULTI-SITE CASE**

- Discovery, **2:12**

**N. YAMHILL STATION, LLC v. GREAT AMERICAN ALLIANCE INSURANCE CO.**

- Motion for summary judgment, **8:74 to 8:77**

**NARRAGANSETT ELEC. CO v AMERICAN HOME ASSUR. COM.**

- Background, **8:119**
- Plaintiff insureds motion for partial summary judgment
  - defendant insureds opposing memorandum, **8:121**
  - defendant insureds reply memorandum, **8:123**
  - plaintiff insureds reply memorandum, **8:122**
  - supporting memorandum, **8:120**

**NATIONAL FOAM, INC. V. ZURICH AMERICAN INSURANCE COMPANY**

- Background on competing memorandums, **8:253**
- Insurers memorandum in opposition to Insured, **8:254**
- Insurers reply brief in support of its motion for partial summary judgment to Insured, **8:255**
- Insurers reply memorandum in support of their cross-motion for summary judgment, **8:256**

**NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY V. HAMPTON COURT, L.P.**

- Background on competing memorandums, **8:250**
- Insureds memorandum in support of motion to dismiss, **8:251**
- Insurers memorandum in opposition to insureds motion to dismiss, **8:252**

**NEW TRIAL**

- Declaratory judgment and res judicata, **6:17**

**NGM INSURANCE COMPANY v. CAROLINAS POWER WASH & PAINTING, LLC**

- Background, **8:82**
- Motion for summary judgment
  - opposing memorandum, **8:84**
  - supporting memorandum, **8:83**

**1986 COMMERCIAL GENERAL LIABILITY INSURANCE POLICY**

- Sample, **7:1**



**1973 COMPREHENSIVE GENERAL  
LIABILITY INSURANCE POLICY**

Generally, **7:2**

**NORTHROP COVERAGE LITIGATION**

Insureds motion in limine, **6:8**

Jury instructions, **6:9**

Special verdict form, **6:10**

**NORTH STAR MUTUAL INSURANCE  
COMPANY V. RODIN**

Application of absolute/total pollution exclusion  
to bodily injuries caused by carbon monox-  
ide emitted from portable heater

background on competing memorandums in  
north star mutual, **8:246**

Insureds memorandum in opposition to insurers  
motion, **8:248**

Insurers memorandum in support of its motion,  
**8:247**

Insurers reply memorandum in support of its  
motion, **8:249**

**NORTHWEST STEEL COVERAGE  
LITIGATION**

Supplemental findings of fact, conclusions of law,  
and judgment under rule 54(b), **6:16**

**NOTICE**

Amended notice of deposition and request to pro-  
duce documents, sample, **4:7**

Appellate briefs, Employers Insurance of Wausau  
v. Tektronix, Inc., late notice, background on  
competing briefs, **9:19**

Deposition of brokers custodian of records and  
request for production of documents, **2:15**  
Late, **8:139**

Motion for summary judgment, partial summary  
judgment, Saarman Construction, Ltd. v.  
Ironshore Specialty Ins. Co., extrinsic evi-  
dence, duty to defend, mold exclusion,  
**8:135**

Motion to compel production of documents  
(insurers attacking policyholders claims of  
attorney work product and attorney client  
privilege), **2:14**

Opening statements, Olin Corp. v. INA, **6:33 to  
6:35**

Responses, **1:10, 1:12, 1:14, 3:1**

**OCCURRENCES**

Appellate briefs, Sunoco v. Illinois National Ins.  
Co., number of occurrences, **9:11**

**OLIN CORP. v. AMERICAN HOME ASSUR.  
CO.**

Background, **9:95**

**OLIN CORP. v. INA**

Opening statements  
background on, **6:33**

**OLIN CORP. v. INA—Cont'd**

Opening statements—Cont'd  
defendant, insurers, **6:35**

plaintiffs, insureds, **6:34**

**OPENING STATEMENTS**

FMC litigation (trial No. 6), **6:1**

Olin Corp. v. INA, **6:33 to 6:35**

**ORDERS**

Responses, **1:7, 1:13**

Trial management order, Shell coverage litiga-  
tion, **6:12**

**OWNED PROPERTY EXCLUSION**

Responses, **1:14**

**PAINT**

Lead paint, responses, declaratory relief, **1:5**

**PARTIAL SUMMARY JUDGMENT**

**Motion for Summary Judgment** (this index)

**PCE CONTAMINATION**

Dry cleaning, PCE contamination as traditional  
environmental pollution, **8:32 et seq.**

**PEACE COLLEGE OF RALEIGH, INC. v.  
AMERICAN INTERIM SPECIALTY  
LINES CO.**

Background, **8:85**

Partial summary judgment, defendant insurers  
motions and memoranda, **8:86, 8:87**

**PENNSYLVANIA GEN. INS. CO. v.  
PARK-OHIO INDUSTRIES**

Amicus curiae of Complex Insurance Claims  
Litigation Association, **9:59**

Background, **9:58**

Defendants brief, **9:61, 9:62**

Plaintiffs brief, **9:60**

**PENNSYLVANIA MANUFACTURERS  
ASSOCIATION INS. CO. v. JOHNSON  
MATTHEY, INC.**

Amicus curiae brief, **9:156**

Opposing brief, **9:157**

**PENNSYLVANIA NAT. MUT. CAS. INS. CO. v.  
ROBERTS**

Background, **9:77**

Insurers briefs, **9:79**

Reply brief of underlying plaintiff, **9:80**

Underlying plaintiffs opening brief, **9:78**

**PENNZOIL-QUAKER STATE CO. v.  
AMERICAN INTERN. SPECIALTY  
LINES INS. CO.**

Background, **8:109**

**PHASED DISCOVERY**

Multi-site case, proposal in, **2:12**

**PHASE II VERDICT FORM**

Syntax coverage litigation, **6:15**

**PHILADELPHIA INDEMNITY INSURANCE  
COMPANY V. UNITED REVOLVER  
CLUB OF SACRAMENTO**

Default judgment, **8:177**

**PHILLIPS v. PARMELEE**

Appellate-buyers brief, **9:107**

Appellee-insurers brief, **9:108**

Background on competing appellate briefs, **9:106**

Reply brief, appellant-buyers, **9:109**

**PLANT MANAGER**

Deposition questions, **2:8**

**PLASTICS ENGINEERING CO. v. LIBERTY  
MUT. INS. CO.**

Allocation, competing amicus briefs, **9:117 et seq.**

**POLICIES**

Generally, **7:1 et seq.**

Background on environmental/pollution insurance policy forms, **7:7 to 7:10**

Cleanup cost cap insurance policy, forms, **7:9, 7:10**

Commercial

general liability insurance policy, 1986, **7:1**  
property insurance policy, **7:4**

Comprehensive general liability insurance policy, **7:2, 7:3**

Environmental impairment liability insurance, **7:5**

Exclusion, Lloyds of London general pollution exclusion, **7:6**

General liability insurance policy, **7:1 to 7:3**

General pollution exclusion, **7:6**

Impairment liability insurance, **7:5**

Liability insurance, **7:1 to 7:3, 7:5**

Lloyds of London general pollution exclusion, **7:6**

Modern Pollution Liability Claims Made policy, **8:74 to 8:77**

1973 comprehensive general liability insurance policy, **7:2**

1986 commercial general liability insurance policy, sample, **7:1**

Pollution

exclusion, **7:6**

legal liability select policy, background on  
environmental/pollution insurance policy  
forms, **7:7**

Property insurance policy, **7:4**

Settlement agreements, **10:1, 10:2**

**POLLUTION**

See more specific index topics

**PREPARATION FOR TRIAL**

Responses, **3:4**

**PRIMARY INSURER**

Brief of appellee, **9:164**

Counterclaim against, **1:21**

Exhaustion of insurance, **8:139**

Responses, **1:17, 1:20, 3:1**

**PRIME TANNING CO., INC. v. LIBERTY  
MUT. INS. CO.**

Background, **8:93**

Insurers motions and memoranda for summary  
judgment, **8:94, 8:96**

Policyholders motions and memoranda opposing  
summary judgment, **8:95**

**PRIMROSE OPERATING CO. v. NATIONAL  
AMERICAN INSURANCE CO.**

**Appellate Briefs** (this index)

**PRIVILEGE**

Notice of motion and motion to compel production of documents, **2:14**

**PROCEEDINGS**

Generally, **5:1 et seq.**

**PRODUCT HAZARD EXCEPTION**

Velsicol Chemical, LLC v. Westchester Fire  
Insurance Company, **8:139**

**PRODUCTION OF DOCUMENTS**

Amended notice of deposition, sample, **4:7**

Attorney work product and attorney client privilege, **2:14**

Brokers custodian of records, notice of deposition of, **2:15**

First set of requests (mold contamination), **4:9**

Insureds discovery materials, generally, **4:2 et seq.**

Memorandum in opposition, **2:16**

Notice of motion and motion, **2:14**

Opposition to motion, **4:8**

Request, sample, **2:4, 4:2**

Response, sample, **4:6**

Second

follow up demand, sample, **4:3**

sample

demand, **2:13, 4:4**

joint memorandum in opposition, **2:17**

**PRO-INSURED AMICUS CURIAE BRIEFS**

Starr Surplus Lines Insurance Company v. 8th  
Judicial District Court of the State of  
Nevada, appellate briefs, **9:213**

**PROMOTIONAL MATERIALS**

Discovery, **2:16, 2:17**

**PROPERTY INSURANCE POLICY**

Commercial, **7:4**

**PUREX**

Closing argument, **6:3**

Jury instructions, **6:4**

Special verdict form, **6:5**

**QUALIFICATIONS**

Motion to disqualify law firm, opposition to, **5:4**

**QUESTIONS OF LAW AND FACT**

Verdict on special questions to jury, **6:26**

**RECENT ENVIRONMENTAL COVERAGE CASES**

2015 survey, **App A**

**RECONSIDERATION**

Declaratory judgment and res judicata, **6:17**

Responses, **1:14**

**RECORDS AND RECORDING**

Notice of deposition of brokers custodian of records, **2:15**

**Production of Documents** (this index)

**REFUSAL TO DEFEND/INDEMNIFY**

Responses, pollution exclusion, **1:16**

**REINSURANCE INFORMATION**

Discovery, **2:16, 2:17**

**RELEASE**

Settlement agreements, **10:5**

**REPLY**

**Appellate Briefs** (this index)

E-discovery, reply memorandum in support of motion to compel, **2:21**

**Motion for Summary Judgment** (this index)

**Responses** (this index)

**RESERVATION OF RIGHTS LETTER**

Responses, **1:1, 1:10**

**RESERVES INFORMATION**

Discovery, **2:17**

**RES JUDICATA**

Aerojets motion for reconsideration or new trial, **6:17**

**RESPONSES**

Generally, **1:1 et seq., 3:1 et seq.**

Acquisitions, **1:12**

ALOHA PETROLEUM, LTD., v. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, and American Home Assurance Company, **1:26**

Amendments, **1:11**

Answer, **1:8, 1:17, 1:19**

**RESPONSES—Cont'd**

Answer, affirmative defenses and counterclaim for breach of contract in Federal Insurance Company v. Shaw Industries, Inc., **1:29**

Background, **1:17**

Case management order used in consolidated environmental coverage action, copy, **1:7**

Claims responses, generally, **1:1 et seq.**

Class action lawsuit (complaint) under flood insurance, **3:7**

Complaint

asbestos bodily injury, **1:17**

cross-complaint, **1:9**

declaratory relief, **1:4, 1:11, 1:15**

defense coverage, pollution legal liability policy, **1:24**

First Amendment, **1:18**

flood insurance, below

hurricane insurance coverage, sample complaint, **3:5**

in-intervention, **1:20**

refusal to defend/indemnify, pollution exclusion, **1:16**

Complaint for declaratory judgment in Federal Insurance Company v. Shaw Industries, Inc., **1:28**

Consolidation of actions, **1:7**

Continental Casualty Co. v. Employers Insurance Co of Wausau, **8:56**

Contracts and agreements, **1:3, 1:6, 1:11**

Copies, **1:7**

Counterclaim, **1:21**

contribution, **1:22**

declaratory relief, **1:22**

reimbursement, **1:22**

right to control underlying defense, **1:22**

Cross-complaint, **1:9**

Damages

Kinsale Insurance Company v. Mata Chorwadi, Inc., **1:25**

Declaration, **1:14**

Declaratory

judgment action, **3:3**

relief, **1:4, 1:5, 1:11, 1:15**

Declaratory judgment, background on complaint by insurer, **1:25**

Declination letter, **1:2**

Defend, duty to, **1:12**

Demand

letter, **3:2**

production, inspection, and copying of documents, sample, **4:6**

Demurrer, **1:11**

Dismiss, motion to, **1:12, 1:13**

Excess insurance, **1:6**

**RESPONSES—Cont'd**

- Exclusion, **1:14**
  - refusal to defend/indemnify, **1:16**
- Expiration of policy, **1:12**
- Flood insurance
  - class action (complaint), **3:7**
  - standard flood insurance, **3:6**
- Hurricane insurance coverage, sample complaint, **3:5**
- Indemnification, **1:12**
- Insurers
  - ALOHA PETROLEUM, LTD., Plaintiff, v. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, and American Home Assurance Company, **1:26**
  - answer, affirmative defenses and counterclaim for breach of contract in Federal Insurance Company v. Shaw Industries, Inc., **1:29**
  - complaint for declaratory judgment in Federal Insurance Company v. Shaw Industries, Inc., **1:28**
  - opposing pleadings (Complaint v. Answer and Counterclaim) in Federal Insurance Company v. Shaw Industries, Inc., **1:27**
  - response samples, generally, **3:1 et seq.**
  - sample claims responses, generally, **1:1 et seq.**
- Interim reservation of rights letter, **1:10**
- Investigation, **1:10**
- Judgment, declaratory, **3:3**
- Judgment on pleading, motion for, **1:13**
- Justiciability, **1:11, 1:13**
- Letters
  - declination letter, **1:2**
  - demand letter, **3:2**
  - notice of investigation and interim reservation of rights letter, **1:10**
  - notification and tender letter to primary insurer, **3:1**
  - reservation of rights letter, **1:1**
- LGS Technologies, INC. f/k/a Loma Alta Corporation and Longhorn Gasket and Supply Company v. United States Fire Insurance Company, **1:18**
- Longhorn Gasket and Supply Company v. United States Fire Insurance Company, **1:17 to 1:21**
- Memorandum
  - demurrer to plaintiff insureds second amended complaint for declaratory relief and breach of contract (justiciability), **1:11**
  - motion to
    - compel further responses and production of documents, **2:16, 2:17**
    - set status conference to streamline and prepare case for trial, **3:4**

**RESPONSES—Cont'd**

- Memorandum—Cont'd
    - notice of motion and
      - motion for reconsideration, **1:14**
      - motion to dismiss, **1:12**
  - Motion, **1:12 to 1:14, 3:4**
  - Notice, **1:10, 1:12, 1:14, 3:1**
  - Opposing pleadings (Complaint v. Answer and Counterclaim) in Federal Insurance Company v. Shaw Industries, Inc., **1:27**
  - Orders, **1:7, 1:13**
  - Owned property exclusion, **1:14**
  - Preparation for trial, **3:4**
  - Primary insurer, **3:1**
  - Reconsideration, **1:14**
  - Refusal to defend/indemnify, pollution exclusion, complaint, **1:16**
  - Reservation of rights letter, **1:1, 1:10**
  - Samples, generally, **1:1 et seq., 3:1 et seq.**
  - Settlement agreement, **1:6**
  - Standstill agreement, **1:3**
  - Status conference, **3:4**
  - Tender letter, **3:1**
  - Weyerhaeuser Co. v. Firemans Fund Ins. Co., response to amended motion for partial summary judgment regarding allocation to fronting policies, **8:63**
- RSR CORP. v. INTERNATIONAL INS. CO.**
- Appellate briefs
    - appellants brief, RSR Corp., **9:53**
    - appellees brief, International Ins. Co., **9:52**
  - Background, settlement allocation and non-settling insurer, **9:51 to 9:53**
  - Summary judgment, briefs and filings, **8:70 to 8:73**
- R.T. VANDERBILT COMPANY, INC. v. HARTFORD ACCIDENT AND INDEMNITY COMPANY**
- Amicus curiae, **9:145, 9:146**
  - Competing briefs, **9:144**
  - Complex insurance claims litigation association in support, **9:146**
  - United policyholders in support, **9:145**
- RULE 54(B)**
- Supplemental findings of fact, conclusions of law, and judgment, **6:16**
- SAARMAN CONSTRUCTION, LTD. v. IRONSHORE SPECIALTY INS. CO.**
- Motion for summary judgment, competing motions, partial summary judgment, **8:134 to 8:138**
- SAFECO INSURANCE COMPANY OF AMERICA v. BRINDEIRO**
- Motion for summary judgment, competing motions, **8:165**

**SAFECO INSURANCE COMPANY OF AMERICA V. BRINDEIRO—Cont'd**

Motion to dismiss, insured, **8:166**  
 opposition, **8:167**  
 reply, **8:168**

**SCHLOFF CHEMICAL**

Jury instructions, **6:6**  
 Special verdict form, **6:7**

**SCOTTS COMPANY V. LIBERTY MUTUAL**

Background on E-discovery dispute, **2:18**  
 E-discovery dispute, **2:18 to 2:21**  
 Motion to compel by plaintiff policyholder, **2:19**  
 Opposition to motion to compel E-discovery, **2:20**  
 Reply memorandum in support of motion to compel, **2:21**  
 Summary judgment, briefs and filings, **8:66 to 8:69**

**SCOTTSDALE INDEM. CO. V. VILLAGE OF CRESTWOOD**

Appellates brief, **9:88**  
 Background, **9:87**  
 Insurers respondents brief, **9:89**  
 Municipalitys reply brief, **9:90**

**SECOND SAMPLE**

Demand for production, inspection, and copying of documents, **2:13, 4:4**  
 Demand for production of documents, **4:3**  
 Joint memorandum in opposition to plaintiff insureds motion to compel further responses and production of documents, **2:17**

**SELECTION CRITERIA**

Documents, **2:5**

**SEMPRA ENERGY V. ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES**

Background, summary judgment, **8:163**  
 Insurer counterclaims  
     contribution, **1:22**  
     declaratory relief, **1:22**  
     reimbursement, **1:22**  
     right to control underlying defense, **1:22**  
 Motion for partial summary judgment  
     control of underlying defenses, **8:164**

**SETCO AUTOMOTIVE V. TOKYO MARINE & NICHIDO FIRE INSURANCE**

Appellate briefs  
     background, **8:152**  
     insureds response to motion for judgment on the pleadings, **8:154**  
     insurers motion for judgment on the pleadings, **8:153**

**SETCO AUTOMOTIVE V. TOKYO MARINE & NICHIDO FIRE INSURANCE—Cont'd**

Appellate briefs—Cont'd  
     motion for judgment on the pleadings, insurer, reply brief, **8:155**

**SETTLEMENT AGREEMENTS**

Generally, **10:1 et seq.**  
 Buy-back, sample, **10:1, 10:2**  
 Buy-out, **10:1 to 10:3**  
 Claim release agreement, sample, **10:5**  
 Litigation release only, **10:5**  
 Modified environmental buy-out, sample, **10:3**  
 Policy buy-back, samples, **10:1, 10:2**  
 Policyholders settlements, **8:70 to 8:73**  
 Release, **10:5**  
 Responses, **1:6**  
 Site release agreement, sample, **10:4**

**SETTOON TOWING, LLC, IN RE MATTER OF COMPLAINT OF**

Appellants (insured) brief, **9:98**  
 Appellees (umbrella insurers) brief, **9:97**  
 Background, **9:96**

**SHELL OIL COVERAGE LITIGATION**

Trial management order, **6:12**

**SIR EXHAUSTION**

Appellate briefs, Sunoco v. Illinois National Ins. Co., introduction to competing briefs, **9:11**

**SITE RELEASE AGREEMENT**

Sample, **10:4**

**SOUTHERN NEVADA TBA SUPPLY COMPANY V. UNIVERSAL UNDERWRITERS INSURANCE COMPANY**

Briefs  
     answering, **9:167**  
     appellants reply, **9:168**  
     competing, background on, **9:165**  
     opening, **9:166**

**SPECIAL VERDICT FORM**

Boston Gas Co. v. Century Indemnity Co., **6:22, 6:24**  
 Broderick coverage litigation, **6:11**  
 Northrop coverage litigation, **6:10**  
 Purex coverage litigation, **6:5**  
 Schloff Chemical coverage litigation, **6:7**

**STANDARD POLLUTION COVERAGE**

Initial rule 26.1 disclosure statement, **5:1**

**STANDSTILL AGREEMENT**

Responses, **1:3**



**STARR SURPLUS LINES INSURANCE  
COMPANY V. 8TH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA**

Insureds appellee brief, **9:215**  
 Insurers appellate brief, **9:214**  
 Insurers reply brief, **9:216**  
 Pro-insured amicus curiae briefs, background,  
 appellate briefs, **9:213**

**STATE AUTO MUT. INS. CO. v. FLEXDAR,  
INC.**

Appellants brief, **9:82**  
 Appellees brief, **9:83**  
 Background, **9:81**

**STATUS CONFERENCE**

Responses, **3:4**

**STONELIGHT TILE, INC. v. CALIFORNIA  
INSURANCE GUARANTEE  
ASSOCIATION**

Appellate briefs, **9:24 et seq.**

**STRIKE, MOTION TO**

Plaintiffs opposition, **5:5**

**SUCCESSOR IN INTEREST**

Velsicol Chemical, LLC. v. Westchester Fire  
 Insurance Company, **8:140**

**SUDDEN AND ACCIDENTAL POLLUTION  
EXCLUSION**

Appellate briefs, Employers Insurance of Wausau  
 v. Tektronix, Inc., **9:19**  
 Competing briefs, Velsicol Chemical, LLC v.  
 Westchester Fire Insurance Company, **8:139**

**SUMMARY ADJUDICATION**

**Motion for Summary Judgment** (this index)

**SUMMARY JUDGEMENT**

Aloha Petroleum, Ltd. v. National Union Fire  
 Insurance Company of Pittsburgh  
 background on competing briefs, **8:235**  
 insureds memorandum of points and authori-  
 ties in support of motion for summary  
 judgment, **8:236**  
 Insureds reply memorandum of points and  
 authorities in support of motion for sum-  
 mary judgment, **8:238**  
 Insurers memorandum of points and authorities  
 in opposition to insureds motion for sum-  
 mary judgment, **8:237**  
 Background on competing memorandums  
 Atain Specialty Insurance Company v. Dollar  
 Tree Stores, Inc., **8:257**  
 National Foam, Inc. v. Zurich American Insur-  
 ance Company, **8:253**

**SUMMARY JUDGEMENT—Cont'd**

Berkley National Insurance Company v. Atlantic  
 Newport Realty Company  
 insureds memorandum in opposition to insur-  
 ers motion, **8:244**  
 insurers reply memorandum in support of its  
 motion, **8:245**  
 Berkley National Insurance Company v. Atlantic  
 Newport Realty Company  
 insureds reply memorandum in support of  
 motion for judgment on the pleadings,  
**8:242**  
 insurers memorandum in support of motion for  
 summary judgment, **8:243**  
 Company v. Atlantic-Newport Realty LLC  
 competing memorandums in support of and in  
 opposition to motion for summary judg-  
 ment in berkley national insurance, **8:239**  
 GM Northrup Corporation v. Massachusetts Bay  
 Insurance Company  
 insureds opposition to defendant insurers,  
**8:223**  
 insurers reply memorandum, **8:224**  
 Insureds memorandum in support of Its motion to  
 dismiss  
 Atain Specialty Insurance Company v. Dollar  
 Tree Stores, Inc., **8:258**  
 Insureds Memorandum in Support of Motion for  
 Judgment on the Pleadings  
 Berkley National Insurance Company v.  
 Atlantic Newport Realty Company, **8:240**  
 Insurers memorandum in opposition to Insured  
 National Foam, Inc. v. Zurich American Insur-  
 ance Company, **8:254**  
 Insurers memorandum in opposition to motion to  
 dismiss  
 Atain Specialty Insurance Company v. Dollar  
 Tree Stores, Inc., **8:259**  
 Insurers reply brief in support of its motion for  
 partial summary judgment to Insured  
 National Foam, Inc. v. Zurich American Insur-  
 ance Company, **8:255**  
 Insurers reply memorandum in support of their  
 cross-motion for summary judgment  
 National Foam, Inc. v. Zurich American Insur-  
 ance Company, **8:256**  
 Lawrence General Hospital v. Continental Casu-  
 alty Company  
 background on competing memorandums,  
**8:230**  
 insureds memorandum in opposition to motion  
 to dismiss, **8:232**  
 insureds sur-reply memorandum in opposition  
 to motion to dismiss, **8:234**  
 insurers memorandum of points and authorities  
 in support of motion to dismiss, **8:231**

## **SUMMARY JUDGEMENT—Cont’d**

Lawrence General Hospital v. Continental Casualty Company—Cont’d  
insurers reply memorandum in support of motion to dismiss, **8:233**

Memorandum in Opposition to Insureds Motion for Judgment on the Pleadings

Berkley National Insurance Company v. Atlantic Newport Realty Company, **8:241**

**Motion for Summary Judgment** (this index)

Mt. Hawley Insurance Company v. City of Richmond Heights, Missouri

competing memorandums, **8:226**

insureds memorandum of points and authorities in opposition to insurers motion to dismiss, **8:228**

insurers memorandum of points and authorities in support of motion to dismiss, **8:227**

insurers reply memorandum in support of motion to dismiss, **8:229**

Nationwide Property & Casualty Insurance Company v. Hampton Court, L.P.

background on competing memorandums, **8:250**

insureds memorandum in support of motion to dismiss, **8:251**

insurers memorandum in opposition to insureds motion to dismiss, **8:252**

North Star Mutual Insurance Company v. Rodin application of absolute/total pollution exclusion to bodily injuries caused by carbon

monoxide emitted from portable heater

background on competing memorandums in north star mutual, **8:246**

insureds memorandum in opposition to insurers motion, **8:248**

insurers memorandum in support of its motion, **8:247**

insurers reply memorandum in support of its motion, **8:249**

## **SUNOCO v. ILLINOIS NATIONAL INS. CO.**

Appellate briefs, **9:11**

## **SUPPLEMENTAL FINDINGS OF FACT**

Northwest Steel coverage litigation, **6:16**

## **SURVEY**

2015 survey of environmental coverage cases, **App A**

## **SYNTEX COVERAGE LITIGATION**

Jury instructions, **6:13**

Phase II verdict form, **6:15**

Proposed verdict form, **6:14**

## **TENDER LETTER**

Responses, **3:1**

## **THIRD PARTY “DAMAGES”**

Background on competing appellate briefs, Employers Insurance of Wausau v. Tektronix, Inc., **9:19**

## **THOMSON INC. . INSURANCE CO. OF NORTH AMERICA**

Allocation, competing amicus briefs, **9:114 et seq.**

## **TOPPS MECHANICAL INC. V. KINSALE INSURANCE CO.**

Appellants brief, **9:201**

Appellees answer brief, **9:202**

Background, **9:200**

Reply brief, **9:203**

## **TRANSFER OF VENUE**

**Motion for Summary Judgment** (this index)

Thomson v. Insurance Company of North America, amicus brief supporting motion to transfer, **9:115**

## **TRAVCO INS. CO. v. WARD**

Background, **8:97**

Insurers motion and memoranda supporting summary judgment, **8:98, 8:100**

Policyholders motion and memoranda opposing summary judgment, **8:99**

## **TRAVELERS CAS. AND SUR. CO. v. ALABAMA GAS CORP.**

Appellates brief, **9:93**

Background, **9:91**

Insurers brief, **9:92**

Insurers reply brief, **9:94**

## **TRAVELERS INDEM. CO. OF CONNECTICUT v. DOUGLASVILLE DEVELOPMENT, LLC.**

Background, **8:115**

Insurers motion for summary judgment insurers reply memorandum in support of motion, **8:118**

opposing memorandum, **8:117**

supporting memorandum, **8:116**

Reply memorandum in support of motion for summary judgment, **8:118**

## **TRIAL MANAGEMENT ORDER**

Shell coverage litigation, **6:12**

## **TRIAL WORK PRODUCTS**

Aerojet coverage litigation, **6:17**

Allocation, question of, **6:30 et seq.**

Boston Gas Co. v. Century Indemnity Co., **6:18 et seq.**

Brief, Boston Gas Co. v. Century Indemnity Co., **6:19**

Broderick coverage litigation, **6:11**

**TRIAL WORK PRODUCTS—Cont'd**

- Closing arguments, **6:2, 6:3**
- Conclusions of law, **6:16**
- Declaratory judgment and res judicata, Aerojets motion for reconsideration or new trial, **6:17**
- Findings of fact, **6:16**
- FMC coverage litigation, **6:1, 6:2**
- In limine motion, **6:8**
- Instructions to jury. **Jury Instructions** (this index)
- Judgments** (this index)
- Jury Instructions** (this index)
- Motion
  - certify question of allocation, **6:30**
  - in limine, **6:8**
  - judgment as matter of law, **6:25**
  - reconsideration, **6:17**
- New trial, **6:17**
- Northrop coverage litigation, **6:8 to 6:10**
- Northwest Steel coverage litigation, **6:16**
- Olin Corporation v. INA
  - background on, **6:33**
  - defendant, insurers, **6:35**
  - plaintiffs, insureds, **6:34**
- Opening statements
  - generally, **6:1**
  - Olin Corporation v. INA
    - background on, **6:33**
    - defendant, insurers, **6:35**
    - plaintiffs, insureds, **6:34**
- Orders, **6:12**
- Phase II verdict form, **6:15**
- Proposed verdict form, **6:14**
- Purex, **6:3 to 6:5**
- Reconsideration, **6:17**
- Res judicata, **6:17**
- Rule 54(b), **6:16**
- Schloff Chemical coverage litigation, **6:6, 6:7**
- Special Verdict Form** (this index)
- Supplemental findings of fact, **6:16**
- Syntex coverage litigation, **6:13 to 6:15**
- Trial management order, **6:12**
- Verdict Forms** (this index)
- Voir dire questions, **6:20, 6:21**

**2015 FALL, SURVEY OF ENVIRONMENTAL COVERAGE CASES**

Practice forms, **App A**

**UNDERWRITING**

Discovery, **2:16, 2:17**

**UNFAIR CLAIMS PRACTICES ACT**

Southern Nevada TBA Supply Company V. Universal Underwriters Insurance Company, **9:165**

**VELSICOL CHEMICAL, LLC. v.**

**WESTCHESTER FIRE INSURANCE COMPANY**

- Briefs
  - competing, **8:139**
  - opposition to motion for summary judgment, **8:141**
  - support of motion for summary judgment, **8:140**
- Successor in interest, **8:140**
- Summary judgment
  - opposition to motion for, **8:141**
  - support of motion for, **8:140**

**VENUE, TRANSFER OF**

- Motion for Summary Judgment** (this index)
- Thomson v. Insurance Company of North America, amicus brief supporting motion to transfer, **9:115**

**VERDICT FORMS**

- Phase II verdict form, **6:15**
- Proposed verdict form, **6:14**
- Special Verdict Form** (this index)

**VIKING PUMP, INC.**

Appellate briefs, **9:140 to 9:143**

**VOIR DIRE QUESTIONS**

Boston Gas Co. v. Century Indemnity Co., **6:20, 6:21**

**WASTE HAULER**

Deposition questions, **2:7**

**WASTE MANAGEMENT FACILITY DIVISION**

Inspection form, **2:10**

**WATER**

**Flood Insurance** (this index)

**WESCO INSURANCE COMPANY V. BRAD INGRAM CONSTRUCTION**

- Appellants (insureds) opening brief, **9:218**
- Appellants (insureds) reply brief, **9:220**
- Appellees (insurers) answering brief, **9:219**
- Background on competing briefs, **9:217**

**WESTPORT INS. CORP. v. APPLETON PAPERS, INC.**

Appellate briefs, **9:54**

**WEYERHAUSER CO. v. FIREMANS FUND INS. CO.**

Motion for summary judgment, **8:61 et seq.**

**WHITNEY v. VERMONT MUTUAL INSURANCE COMPANY**

Appellate briefs, **9:134 et seq.**

**WHITTIER PROPERTIES, INC. v. ALASKA  
NATIONAL INSURANCE CO.**

Appellate briefs, **9:37 to 9:40**

**WILSON MUT. INS. CO. v. FALK**

Background on competing appellate briefs, **9:102**

Insurers appellate brief, **9:104**

Policyholder-appellants brief, **9:103**

Policyholders appellate reply brief, **9:105**

**WITNESSES**

Fact witness deposition outline, **2:11**

**WORK PRODUCT**

**Trial Work Products** (this index)

**ZHAOYUN XIA v. PROBUILDERS  
SPECIALTY INS. CO. RRG**

Amicus curiae

competing briefs, **9:153**

petitioners answer, **9:154**

respondents answer, **9:155**

**ZURICH AMERICAN INSURANCE  
COMPANY v. INSURANCE COMPANY  
OF NORTH AMERICA**

Appellate briefs

background, **8:156**

INAs opposition, motion for summary judgment, **8:161**

INAs reply, support of motion for summary judgment, **8:159**

motion for summary judgment, INAs memorandum of law, **8:157**

Zurichs motion for summary judgment, memorandum, **8:160**

Zurichs opposition to summary judgment, **8:158**

Zurichs reply, motion for summary judgment, **8:162**

**ZURN LLC. ALLSTATE INSURANCE CO**

Appellate briefs

background on competing briefs, **9:206**

excess insurer-appellant, principal brief, **9:207**

opposition brief, insured, **9:208**