Table of Contents

Volume 1

CHAPTER 1. INSURERS' SAMPLE CLAIMS RESPONSES

§ 1:1 Sample reservation of rights letter
§ 1:2 Sample declination letter
§ 1:3 Sample standstill agreement
§ 1:4 Sample insurer's complaint for declaratory relief
§ 1:5 Sample policyholder's complaint for declaratory relief (lead in paint)
§ 1:6 Sample settlement agreement between high-level excess insurer and insured
§ 1:7 Copy of case management order used in consolidated environmental coverage action
§ 1:8 Sample answer
§ 1:9 Sample cross-complaint
§ 1:10 Notice of investigation and interim reservation of rights letter
§ 1:11 Memorandum supporting demurrer to plaintiff insured's second amended complaint for declaratory relief and breach of contract (justiciability)
§ 1:12 Notice of motion and motion to dismiss pursuant to Rule 12(b)(6)d (with supporting memorandum) (no duty to defend or indemnify under policies that expired before acquisition of site in issue)
§ 1:13 Order granting insurers' motion to dismiss and motion for judgment on the pleadings (justiciability)
§ 1:14 Insurer's notice of motion and motion for reconsideration (with supporting memorandum and declaration) (owned property exclusion and absence of third party property damage)
§ 1:15 Sample insurer complaint for declaratory judgment in Chinese drywall coverage dispute (*Builders Mut. Ins. Co. v. Futura Group, L.L.C.,*)
§ 1:16 Sample Insured's Complaint (Federal Court Action Brought Because Insurer Refused to Defend/Indemnify Based on the Pollution Exclusion. (Underlying Plaintiff was seriously injured by tank explosion))
§ 1:17 Background on complaint and answer in Longhorn Gasket and Supply Company v. United States Fire Insurance Company (Texas law) (Insured and Primary Insurer v. Excess Insurer in Asbestos Bodily Injury Coverage Dispute)
§ 1:18 Insured's First Amendment complaint in LGS TECHNOLOGIES, INC. f/k/a Loma Alta Corporation and Longhorn Gasket and Supply Company, Plaintiffs, v. UNITED STATES FIRE INSURANCE COMPANY, Defendant., 2009 WL 5447678 (E.D. Tex. 2009)
§ 1:19 Excess insurer's original answer in LSG TECHNOLOGIES, INC. f/k/a Loma Alta Corporation and Longhorn Gasket and Supply Company, Plaintiffs, v. UNITED STATES FIRE INSURANCE COMPANY, Defendant., 2007 WL 4835716 (E.D. Tex. 2007)
§ 1:20 Primary insurer's complaint-in-intervention in LSG TECHNOLOGIES, INC. f/k/a Loma Alta Corporation and Longhorn Gasket and Supply Company, Plaintiffs, v. UNITED STATES FIRE INSURANCE COMPANY, Defendant., 2008 WL 5531422 (E.D. Tex. 2008).
§ 1:21 Excess insurer's counterclaim against intervenors (primary insurers) for declaratory judgment, LSG TECHNOLOGIES, INC. f/k/a Loma Alta Corporation and Longhorn Gasket and Supply Company, Plaintiffs, v.

UNITED STATES FIRE INSURANCE COMPANY, Defendant., 2014 WL 10247369 (E.D. Tex. 2014)
§ 1:22 Insurer's counterclaim for declaratory relief, reimbursement, contribution, and right to control the underlying defense, Sempra Energy v. Associated Electric & Gas Insurance Services, Ltd., 2019 WL 8266801 (C.D. Cal. 2019)
§ 1:23 Underlying claimant's amended complaint for damages and declaratory judgment against insurers in Lusher Site Remediation Group v. National Fire Insurance Co. of Hartford, 2019 WL 4137327 (S.D. Ind. 2019)
§ 1:24 Complaint for criminal defense coverage under a pollution legal liability policy
§ 1:25 Background on Complaint (By Insurer) for Declaratory Judgment and Damages in KINSALE INSURANCE COMPANY, Plaintiff, v. MATA CHORWADI, INC. d/b/a Homing Inn and Anthony Varone, Defendants., 2023 WL 3728867 (S.D. Fla. 2023) (Trial Pleading) (Pleads Motel Insured Not Covered for Motel Guest's Fentanyl Overdose Caused Death)
§ 1:26 Background on Insured's Complaint in ALOHA PETROLEUM, LTD., Plaintiff, v. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, and American Home Assurance Company, Defendants., 2023 WL 4002235 (D. Haw. 2023)
§ 1:27 Background on Opposing Pleadings (Complaint v. Answer and Counterclaim) in Federal Insurance Company v. Shaw Industries, Inc., Case, No. 1:23-01367-RDP (N.D. Ala., Eastern Div)
§ 1:28 Insurer's First Amended Complaint for Declaratory Judgment in Federal Insurance Company v. Shaw Industries, Inc., 2023 WL 10411728 (N.D. Ala.) (Trial Pleading)
§ 1:29 Insured's Answer, Affirmative Defenses and Counterclaim for Breach of Contract in Federal Insurance Company v. Shaw Industries, Inc., 2024 WL 3486270 (N.D. Ala.) (Trial Pleading)

CHAPTER 2. INSURERS' DISCOVERY MATERIALS

§ 2:1 Sample joint defense confidentiality agreement
§ 2:2 Cost sharing and joint defense agreement
§ 2:3 Sample interrogatories
§ 2:4 Sample request for documents production
§ 2:5 Sample document selection criteria
§ 2:6 Sample deposition questions for insured's broker
§ 2:7 Sample deposition questions for insured's former waste hauler
§ 2:8 Sample deposition questions for insured's former assistant plant manager
§ 2:9 Sample facility inspection form
§ 2:10 Sample division of waste mangement facility inspection form
§ 2:11 Sample fact witness deposition outline
§ 2:12 Sample insurer proposal for phased discovery in a multi-site case
§ 2:13 Second sample demand for production, inspection, and copying of documents
§ 2:14 Sample notice of motion and motion to compel production of documents (insurers attacking policyholders' claims of attorney work product and attorney client privilege)
§ 2:15 Sample notice of deposition of broker's custodian of records and request for production of documents
§ 2:16 Sample memorandum in opposition to plaintiff insured's motion to compel further responses and production of documents (drafting history; General interpretive material; Communications among insurers; Underwriting and

claims manuals; Promotional, advertising or marketing materials; Lobbying materials; Reinsurance information)
§ 2:17 Second sample joint memorandum in opposition to plaintiff insured's motion to compel further responses and production of documents (drafting history; Underwriting and claims manuals; Promotional and legislative lobbying materials; Internal organization; Methods and "loss control" investigations; Reserves information; Reinsurance information; Affirmative defenses; Handling of other coverage litigation)
§ 2:18 Background on E-Discovery Dispute in *Scotts Company v. Liberty Mutual*
§ 2:19 Plaintiff policyholder's motion to compel in *Scotts Company v. Liberty Mutual*
§ 2:20 Defendant insurer's opposition to motion to compel in *Scotts Company v. Liberty Mutual*
§ 2:21 Plaintiff policyholder's reply memorandum in support of its motion to compel in *Scotts Company v. Liberty Mutual*

CHAPTER 3. INSUREDS' RESPONSE SAMPLES

§ 3:1 Sample notification and tender letter to primary insurer
§ 3:2 Sample demand letter
§ 3:3 Sample insured's declaratory judgment action
§ 3:4 Memorandum of points and authorities in support of the insurers' motion to set status conference to streamline and prepare case for trial
§ 3:5 Sample complaint for hurricane insurance coverage
§ 3:6 Policyholders complaint—Standard flood insurance policy
§ 3:7 Policyholders class action lawsuit (complaint) under flood insurance policy

CHAPTER 4. INSUREDS' DISCOVERY MATERIALS

§ 4:1 Sample interrogatories
§ 4:2 Sample request for production of documents
§ 4:3 Sample second or follow up demand for production of documents propounded to all defendants
§ 4:4 Second sample demand for production, inspection, and copying of documents
§ 4:5 Sample notice of motion and motion to compel further responses and production of documents
§ 4:6 Sample response to defendant insurer's joint first demand for production, inspection, and copying of documents
§ 4:7 Sample amended notice of deposition and request to produce documents
§ 4:8 Opposition to motion to compel production of documents
§ 4:9 First set of requests for production (mold contamination)
§ 4:10 First set of interrogatories (mold contamination)
§ 4:11 First set of requests for admission (mold contamination)

CHAPTER 5. MISCELLANEOUS PROCEEDINGS

§ 5:1 Initial rule 26.1 disclosure statement (standard pollution coverage)
§ 5:2 Motion to dismiss plaintiff's fourth cause of action (fraud/estoppel)
§ 5:3 Plaintiff's opposition to defendant's motion to dismiss (fraud/estoppel)
§ 5:4 Opposition to motion to disqualify law firm
§ 5:5 Plaintiff's opposition to defendant's motion to dismiss and to strike complaint
§ 5:6 Mold contamination litigation documents
§ 5:7 Introduction to competing briefs on forum non conveniens

§ 5:8 —Motion to dismiss on grounds of forum non conveniens
§ 5:9 —Policyholder's opposition to motion to dismiss on grounds of forum non conveniens
§ 5:10 Background on case management order bifurcating discovery, *HARTFORD ACCIDENT & INDEMNITY COMPANY, et al., Plaintiffs, v. FFP HOLDINGS, LLC, et al., Defendants.*, 2015 WL 13227669 (N.D. Ohio 2015)
§ 5:11 Case management order bifurcating discovery, HARTFORD ACCIDENT & INDEMNITY COMPANY, et al., Plaintiffs, v. FFP HOLDINGS, LLC, et al., Defendants., 2015 WL 13227669 (N.D. Ohio 2015)

CHAPTER 6. TRIAL WORK PRODUCTS

§ 6:1 Opening statements (insurer and insured) in *FMC* litigation (trial No. 6)
§ 6:2 Closing arguments (insurer and insured) in *FMC* litigation (trial No. 6)
§ 6:3 Closing argument: *Purex* coverage litigation
§ 6:4 Jury instructions: *Purex* coverage litigation
§ 6:5 Special verdict form: *Purex* coverage litigation
§ 6:6 Jury instructions: *Schloff Chemical* coverage litigation
§ 6:7 Special verdict form: *Schloff Chemical* coverage litigation
§ 6:8 Insured's motion in limine: *Northrop* coverage litigation
§ 6:9 Jury instructions: *Northrop* coverage litigation
§ 6:10 Special verdict form: *Northrop* coverage litigation
§ 6:11 Special verdict form: *Broderick* coverage litigation
§ 6:12 Trial management order: *Shell* coverage litigation
§ 6:13 Jury instructions: *Syntex* coverage litigation
§ 6:14 Proposed verdict form: *Syntex* coverage litigation
§ 6:15 Phase II verdict form; *Syntex* coverage litigation
§ 6:16 Supplemental findings of fact, conclusions of law, and judgment under rule 54(b); *Northwest Steel* coverage litigation
§ 6:17 The scope of an environmental coverage declaratory judgment and res judicata: Aerojet's motion for reconsideration or new trial
§ 6:18 Trial related documents concerning several issues in an environmental coverage action: *Boston Gas Co. v. Century Indemnity Co.*
§ 6:19 —Defendant Century Indemnity Company's trial brief
§ 6:20 —Plaintiff Boston Gas Company's proposed voir dire questions
§ 6:21 —Defendant Century Indemnity Company's proposed voir dire questions
§ 6:22 —Plaintiff Boston Gas Company's special verdict forms and proposed special jury instructions
§ 6:23 —Defendant Century Indemnity Company's proposed jury instructions
§ 6:24 —Defendant Century Indemnity Company's proposed verdict form
§ 6:25 —Defendant Century Indemnity Company's motion for judgment as a matter of law
§ 6:26 —Verdict on Special Questions to the Jury
§ 6:27 —Plaintiff Boston Gas Company's application for order of final judgment and declaratory relief
§ 6:28 —Order of Final Judgment and For Declaratory Relief
§ 6:29 —Defendant Century Indemnity Company's opposition to application for order of final judgment and for declaratory relief
§ 6:30 —Defendant Century Indemnity Company's motion to certify the question of allocation
§ 6:31 —Defendant Century Indemnity Company's memorandum in support of its motion to certify the question of allocation

§ 6:32 —Insurance trade groups *amicus curiae* memorandum in support of Defendant Century Indemnity Company's motion to certify the question of allocation
§ 6:33 Background on Opening Statements in OLIN CORPORATION, Plaintiff, v. INA, Defendant., 2016 WL 9454870 (S.D. N.Y. 2016).
§ 6:34 Plaintiff's (Insured's) Opening Statement OLIN CORPORATION, Plaintiff, v. INA, Defendant., 2016 WL 9454870 (S.D. N.Y. 2016) (Trial Transcript) (Limited to Notice)
§ 6:35 Defendant's (Insurer's) Opening Statement OLIN CORPORATION, Plaintiff, v. INA, Defendant., 2016 WL 9454871 (S.D. N.Y. 2016) (Trial Transcript).(Limited to Notice)

CHAPTER 7. SAMPLE INSURANCE POLICIES

§ 7:1 1986 commercial general liability insurance policy
§ 7:2 1973 comprehensive general liability insurance policy
§ 7:3 Comprehensive general liability insurance policy
§ 7:4 Commercial property insurance policy
§ 7:5 Environmental impairment liability insurance
§ 7:6 Lloyd's of London general pollution exclusion
§ 7:7 Background on environmental/pollution insurance policy forms
§ 7:8 —Pollution legal liability select policy
§ 7:9 —Cleanup cost cap insurance policy
§ 7:10 —Pollution legal liability select clean-up cost cap insurance policy

CHAPTER 8. SAMPLE MOTIONS FOR SUMMARY JUDGMENT/SUMMARY ADJUDICATION (PARTIAL SUMMARY JUDGMENT)

§ 8:1 Background to competing briefs on duty to defend: impact of another insurer's fronting policies on CGL insurer's duty to defend (*Kimberly Clark v. Commercial Union*)
§ 8:2 Background to competing briefs on duty to defend: impact of another insurer's fronting policies on CGL insurer's duty to defend—Kimberly-Clark's motion for summary adjudication re duty to defend (neither policyholder nor fronting insurer has duty to share in defense costs) (*Kimberly Clark v. Commercial Union*)
§ 8:3 —Primary insurer's opposition to Kimberly Clark's motion for summary adjudication (fronting insurer's policy is ambiguous and either policyholder or fronting insurer must share in defense costs) (*Kimberly Clark v. Commercial Union*)
§ 8:4 —Kimberly-Clark's reply in further support of its motion for summary adjudication (*Kimberly Clark v. Commercial Union*)
§ 8:5 Background on memoranda in support of and in opposition to motion to transfer venue in *American Motorists Insurance Co. v. CTS Corp.*
§ 8:6 Insured's memorandum in support of motion to transfer venue in *American Motorists Insurance Co. v. CTS Corp.*
§ 8:7 Insurer's memorandum in opposition to motion to transfer venue in *American Motorists Insurance Co. v. CTS Corp.*
§ 8:8 Background on competing memoranda on motion for summary judgment in *American Motorists Insurance Co. v. Stewart Warner Corp.*
§ 8:9 Policyholder's memorandum in opposition to insurer's motion for summary judgment in *American Motorists Insurance Co. v. Stewart Warner Corp.*

§ 8:10 Insurer's reply memorandum in support of its motion for summary judgment in *American Motorists Insurance Co. v. Stewart Warner Corp.*
§ 8:11 Mold coverage dispute: Are policy provisions effective if not listed in the binder? (*Cooper v. St. Paul Surplus Lines Insurance Co.*)
§ 8:12 Mold coverage dispute: Are policy provisions effective if not listed in the binder?—Policyholders memorandum in support of its motion for partial summary judgment (*Cooper v. St. Paul Surplus Lines Insurance Co.*)
§ 8:13 Mold coverage dispute: Is a two-year suit limitation provision an exclusion or a statutorily required condition of coverage?—Insurer's memorandum in support of its motion for summary judgment (*Cooper v. St. Paul Surplus Lines Insurance Co.*)
§ 8:14 Does the absolute pollution exclusion apply to non-traditional environmental pollution? (*Continental Casualty Co. v. Advance Terrazzo & Tile Co.*)
§ 8:15 Does the absolute pollution exclusion apply to non-traditional environmental pollution?—Plaintiff insurers memorandum in support of motion for summary judgment (*Continental Casualty Co. v. Advance Terrazzo & Tile Co.*)
§ 8:16 —Defendant policyholders' memorandum in opposition to plaintiffs' motion for summary judgment (*Continental Casualty Co. v. Advance Terrazzo & Tile Co.*)
§ 8:17 —Plaintiff insurers reply memorandum in support of their motion for summary judgment (*Continental Casualty Co. v. Advance Terrazzo & Tile Co.*)
§ 8:18 First party mold coverage—Does faulty workmanship constitute an occurrence? If not, can there still be coverage? Also, what state law applies? (*Okatie Hotel Group v. Amerisure Insurance*)
§ 8:19 —Plaintiff policyholder's memorandum in opposition to defendant insurer's motion for summary judgment (*Okatie Hotel Group v. Amerisure Insurance*)
§ 8:20 —Defendant insurer's reply memorandum in support of its motion for summary judgment (*Okatie Hotel Group v. Amerisure Insurance*)
§ 8:21 State law based claims under a standard flood insurance policy (*Valentino v. Fidelity National Property*)
§ 8:22 State law based claims under a standard flood insurance policy—Defendant insurer's motion for judgment on the pleadings (*Valentino v. Fidelity National Property*)
§ 8:23 —Plaintiff policyholders' reply to defendant's motion for judgment on the pleadings (*Valentino v. Fidelity National Property*)
§ 8:24 Effect of no mold exclusion; several exclusions, ensuing loss, and post-replacement diminution in value (*Nuco Investments v. Hartford Fire Insurance*)
§ 8:25 Effect of no mold exclusion; several exclusions, ensuing loss, and post-replacement diminution in value—Defendant insurer's motion for summary judgment (*Nuco Investments v. Hartford Fire Insurance*)
§ 8:26 —Plaintiff's opposition brief in response to defendants motion for summary judgment (*Nuco Investments v. Hartford Fire Insurance*)
§ 8:27 —Defendant insurer's reply brief in support of its motion for summary judgment (*Nuco Investments v. Hartford Fire Insurance*)
§ 8:28 The "sudden and accidental" pollution exclusion and the duty to defend (*Bolton v. Lumbermens Mutual Casualty Co.*)
§ 8:29 The "sudden and accidental" pollution exclusion and the duty to defend—Plaintiff policyholder's motion for summary judgment as to duty to defend (*Bolton v. Lumbermens Mutual Casualty Co.*)

§ 8:30 —Defendant insurer's motion for summary judgment and supporting memorandum (*Bolton v. Lumbermens Mutual Casualty Co.*)
§ 8:31 —Defendant insurer's reply to plaintiff's opposition to motion for summary judgment (*Bolton v. Lumbermens Mutual Casualty Co.*)
§ 8:32 Is PCE contamination from a dry cleaning business traditional environmental pollution and is therefore coverage barred by the absolute pollution exclusion? (*Lewis v. Hartford Casualty Insurance Co.*)
§ 8:33 Is PCE contamination from a dry cleaning business traditional environmental pollution and is therefore coverage barred by the absolute pollution exclusion?—Defendant insurer's motion to dismiss and supporting memorandum (*Lewis v. Hartford Casualty Insurance Co.*)
§ 8:34 —Plaintiff policyholder's opposition to defendant's motion to dismiss (*Lewis v. Hartford Casualty Insurance Co.*)
§ 8:35 —Defendant insurers reply in support of motion to dismiss (*Lewis v. Hartford Casualty Insurance Co.*)
§ 8:36 Interpretation of: anti-assignment clause; state's direct action statute, and claims-made specialized pollution liability policy's definitions of (a) "covered operations, (b) "job site", (c) exclusion for prior knowledge of pollution, and (d) differentiation between leaks (for purposes of determining trigger of coverage)
§ 8:37 Memorandum in support of insurer's motion to dismiss under FRCP Rule 12(b)(6) (*R.L. Vallee v. American International Specialty Lines Insurance Co.*)
§ 8:38 Policyholder's memorandum in opposition to insurer's motion to dismiss under FRCP Rule 12(b)(6) (*R.L. Vallee v. American International Specialty Lines Insurance Co.*)
§ 8:39 Insurer's reply memorandum in support of its motion to dismiss under FRCP Rule 12(b)(6) (*R.L. Vallee v. American International Specialty Lines Insurance Co.*)
§ 8:40 Interpretation of the "sudden and accidental" pollution exclusion (*Barrett Paving Materials v. Continental Insurance Co.*)
§ 8:41 Policyholder's (plaintiff's) memorandum in support of motion for partial summary judgment on the duty to defend (despite "sudden and accidental") pollution exclusion (*Barrett Paving Materials v. Continental Insurance Co.*)
§ 8:42 Insurer's (defendant's) opposition to policyholder's motion for partial summary judgment on the duty to defend (*Barrett Paving Materials v. Continental Insurance Co.*)
§ 8:43 Policyholder's (plaintiff's) reply memorandum in support of motion for partial summary judgment on the duty to defend (*Barrett Paving Materials v. Continental Insurance Co.*)
§ 8:44 The mold exclusion and the efficient proximate cause doctrine (*Kelly v. Farmers Insurance Co.*)
§ 8:45 Insured's (defendant's) motion for summary judgment (based on mold exclusion) (*Kelly v. Farmers Insurance Co.*)
§ 8:46 Insured's (defendant's) motion to reconsider the court's order denying summary judgment (*Kelly v. Farmers Insurance Co.*)
§ 8:47 Policyholder's (plaintiff's) response and objection to defendant's (insurer's) motion to reconsider the court's order denying summary judgment (*Kelly v. Farmers Insurance Co.*)
§ 8:48 Insurer's (defendant's) reply brief in support of its motion to reconsider the court's order denying summary judgment (*Kelly v. Farmers Insurance Co.*)
§ 8:49 Modern pollution liability policies and the duty to defend (*Continental Carbon Co. v. American International Specialty Lines Insurance*)

§ 8:50 Insurer's (defendant's) reply memorandum in support of its cross-motion for summary judgment (no duty to defend) (*Continental Carbon Co. v. American International Specialty Lines Insurance*)
§ 8:51 Policyholder's (plaintiff's) memorandum in support of its motion for partial summary judgment (duty to defend) (*Continental Carbon Co. v. American International Specialty Lines Insurance*)
§ 8:52 Background on long-tail insurance coverage case *Continental Casualty Co. v. Employers Insurance Co. of Wausau*
§ 8:53 Plaintiff Continental's proposed findings of facts and conclusions of law: *Continental Casualty Co. v. Employers Insurance Co. of Wausau*
§ 8:54 Defendant class' opposition to Plaintiff Continental's proposed findings of fact and conclusions of law: *Continental Casualty Co. v. Employers Insurance Co. of Wausau*
§ 8:55 Defendant class' memorandum in support of its proposed findings of facts and conclusions of law: *Continental Casualty Co. v. Employers Insurance Co. of Wausau*
§ 8:56 Plaintiff Continental's response to Defendant class' and OneBeacon's proposed findings of fact and conclusions of law: *Continental Casualty Co. v. Employers Insurance Co. of Wausau*
§ 8:57 Background on briefs from *McGregor v. Allamerica Insurance Co.*
§ 8:58 Opening brief of Defendant/Appellant insurer Allamerica Insurance: *McGregor v. Allamerica Insurance Co.*
§ 8:59 Reply brief of Defendant/Appellant insurer Allamerica Insurance: *McGregor v. Allamerica Insurance Co.*
§ 8:60 Appellate brief of amicus curiae, Complex Insurance Claims Litigation Association: *McGregor v. Allamerica Insurance Co.*
§ 8:61 Background on competing briefs in *Weyerhauser Co. v. Fireman's Fund Ins. Co.*
§ 8:62 Weyerhauser's amended motion for partial summary judgment regarding allocation to fronting policies: *Weyerhauser Co. v. Fireman's Fund Ins. Co.*
§ 8:63 Fireman's Fund's response to Weyerhauser's amended motion for partial summary judgment regarding allocation to fronting policies: *Weyerhauser Co. v. Fireman's Fund Ins. Co.*
§ 8:64 Fireman's Fund's cross-motion for partial summary judgment re: insurance policies issued by third-party defendants: *Weyerhauser Co. v. Fireman's Fund Ins. Co.*
§ 8:65 Weyerhauser's opposition to Fireman's Fund's cross-motion for summary judgment re: insurance policies issued by third-party defendants: *Weyerhauser Co. v. Fireman's Fund Ins. Co.*
§ 8:66 Background on briefs in *Scotts Company v. Liberty Mutual* (attempted rescission of environmental insurance coverage claims settlement agreement)
§ 8:67 Defendant insurer's motion for summary judgment in *Scotts Company v. Liberty Mutual*
§ 8:68 Plaintiff policyholder's opposition to insurer's motion for summary judgment in *Scotts Company v. Liberty Mutual*
§ 8:69 Insurer's reply in support of its motion for summary judgment in *Scotts Company v. Liberty Mutual*
§ 8:70 Background on competing briefs in *RSR Corp. v. International Insurance Co.* (should an eil insurer receive a credit for policyholder's settlements with cgl insurers?)
§ 8:71 Plaintiff policyholder's opposition memorandum to the insurer's motion for summary judgment in *RSR Corp. v. International Ins. Co.*

§ 8:72 Plaintiff policyholder's memorandum in support of its motion for partial summary judgment in *RSR Corp. v. International Ins. Co.*
§ 8:73 Plaintiff policyholder's reply memorandum in support of its motion for unsuccessful motion for partial summary judgment in *RSR Corp. v. International Ins. Co.*

Volume 2

§ 8:74 Background on Competing Briefs in *N. Yamhill Station, LLC v. Great American Alliance Insurance Co.* (Modern Pollution Liability Claims Made Policy)
§ 8:75 Insurer's memorandum in support of its motion for summary judgment: *North Yamhill Station, LLC v. Great American Alliance Insurance Co.*
§ 8:76 Policyholder's memorandum in opposition to insurer's motion for summary judgment: *North Yamhill Station, LLC v. Great American Alliance Insurance Co.*
§ 8:77 Insurer's reply memorandum: *North Yamhill Station, LLC v. Great American Alliance Insurance Co.*
§ 8:78 Background on Competing Briefs in *Boston Gas Co. v. Century Indem. Co.* (Allocation)
§ 8:79 Opening brief of the defendant-appellant, Century Indemnity Company in *Boston Gas Co. v. Century Indem. Co.*
§ 8:80 Brief for the plaintiff-appellee, Boston Gas Company in *Boston Gas Co. v. Century Indem. Co.*
§ 8:81 Reply brief of defendant-appellant, Century Indemnify Company in *Boston Gas Co. v. Century Indem. Co.*
§ 8:82 Background on competing briefs in *NGM Ins. Co. v. Carolinas Power Wash & Painting, LLC*
§ 8:83 Memorandum In Support of Insurer's Motion for Summary Judgment (NGM Insurance Company v. Carolina's Power Wash & Painting, LLC)
§ 8:84 Memorandum in Opposition to Insurer's Motion for Summary Judgment (NGM Insurance Company v. Carolina's Power Wash & Painting, LLC)
§ 8:85 Background on Defendant Insurer's Briefs in *Peace College of Raleigh, Inc. v. American Interim Specialty Lines Co.* (Unpublished)
§ 8:86 Defendant Insurer's Memorandum in Support of its Cross-Motion for Partial Summary Judgment and Opposition to Policyholder's Motion for Partial Summary Judgment
§ 8:87 Defendant Insurer's Reply in Support of its Cross- Motion for Partial Summary Judgment and Opposition to Plaintiff's Motion for Partial Summary Judgment
§ 8:88 Background on Competing Briefs in *LSG Technologies, Inc v. U.S. Fire Ins. Co.*
§ 8:89 Memorandum of Primary Insurer (Trinity) in Support of its Motion for Summary Judgment and Response to Defendant U.S. Fire Insurance Company's Motion for Summary Judgment
§ 8:90 Memorandum of Excess Insurer (U.S. Fire) in Support of its Motion for Summary Judgment Against Plaintiffs (Policyholders)
§ 8:91 Memorandum of Excess Insurer (U.S. Fire) in Support of its Motion for Summary Judgment Against Intervenor, Trinity (Primary Insurer)
§ 8:92 Memorandum in Support of Policyholder's Motion for Partial Summary Judgment
§ 8:93 Background on Competing Briefs (§ 8:90-§ 8:92 in *Prime Tanning Co., Inc. v. Liberty Mut. Ins. Co.*
§ 8:94 Insurer's motion for summary, *Prime Tanning Co., Inc. v. Liberty Mut. Ins. Co.*

§ 8:95 Policyholder's Opposition Memorandum of Law to Insurer's Motion for Summary Judgment, *Prime Tanning v. Liberty Mutual*
§ 8:96 Reply motion of law in support of insurer's motion for summary judgment, *Prime Tanning v. Liberty Mutual*
§ 8:97 Background on Competing Briefs (§ 8:86-§ 8:88) in *Travco Ins.*, *Co. v. Ward*
§ 8:98 Insurer's Memorandum In Support of Insurer's Motion for Summary Judgment, *Travco Ins. C. v. Ward*
§ 8:99 Policyholder's Memorandum in Opposition to Insurer's Motion for Summary Judgment, *Travco Ins. Co. v.* Ward
§ 8:100 Insurer's Reply Memorandum in Support of its Motion for Summary Judgment, *Travco Ins. Co. v. Ward*
§ 8:101 Background on Competing Briefs in *Mt. Hawley Ins. Co. v. Dania Distribution Centre, Ltd.*, 763 F. Supp. 2d 1359 (S.D. Fla. 2011)
§ 8:102 Insurer's memorandum in support of its Motion for Summary Judgment (*Mt. Hawley Ins. Co. v. Dania Distribution Centre, Ltd.*), 2010 WL 4801744 (S.D. Fla.)
§ 8:103 Policyholder's memorandum in opposition to Insurer's Motion for Summary Judgment (*Mt. Hawley Ins. Co. v. Dania Distribution Centre, Ltd.*), 2010 WL 4801748 (S.D. Fla.)
§ 8:104 Insurer's Reply Memorandum in Support of Its Motion for Summary Judgment (*Mt. Hawley Ins. Co. v. Dania Distribution Centre, Ltd.*), 2010 WL 346528 (S.D. Fla.)
§ 8:105 Background on briefs in support of an opposition to insurers' motion in limine to exclude proposed expert witness testimony in asbestos bodily injury coverage case
§ 8:106 Insurer's memorandum of points and authorities in support of motion in limine to exclude insured's proposed expert testimony
§ 8:107 Insured's opposition to insurers' motion in limine to exclude proposed expert testimony
§ 8:108 Insurers' reply memorandum in support of their motion in limine to exclude proposed expert testimony
§ 8:109 Background on competing briefs in Pennzoil-Quaker State Co. v. American Intern. Specialty Lines Ins. Co., 653 F. Supp. 2d 690 (S.D. Tex. 2009)
§ 8:110 Background on competing briefs in *Indian Harbor Ins. Co. v. City of San Diego,* __ F. Supp. 2d __, 2013 WL 5340380 (S.D.N.Y.)
§ 8:111 Memorandum in support of insurer's motion for summary judgment in *Indian Harbor Ins. Co. v. City of San Diego*, 2013 WL 1221722
§ 8:112 Memorandum in opposition to insurer's motion for summary judgment in *Indian Harbor Ins. Co. v. City of San Diego*, 2013 WL 1221722
§ 8:113 Insurer's reply memorandum in support of its motion for summary judgment in *Indian Harbor Ins. Co. v. City of San Diego,* 2013 WL 4510977
§ 8:114 Supplemental memorandum in opposition to insurer's motion for summary judgment in *Indian Harbor Ins. Co. v. City of San Diego,* 2013 WL 5941282
§ 8:115 Background on competing briefs in *Travelers Indem. Co. of Connecticut v. Douglasville Development, LLC,* 2008 WL 4372004 (N.D. Ga.)
§ 8:116 Insurer's memorandum in support of its motion for summary judgment in *Travelers Indem. Co. of Connecticut v. Douglasville Development, LLC,* 2007 WL 4948744
§ 8:117 Insured's memorandum in opposition to insurer's motion for summary judgment in *Travelers Indem. Co. of Connecticut v. Douglasville Development, LLC,* 2008 WL 511626

§ 8:118 Insurer's reply memorandum in support of its motion for summary judgment in *Travelers Indem. Co. of Connecticut v. Douglasville Development, LLC,* 2008 WL 1820026
§ 8:119 Background on competing briefs in *Narragansett Elec. Co. v. American Home Assur. Co.*, __ F. Supp. 2d __, 2014 WL 626929
§ 8:120 Plaintiff'[s] (insured's) memorandum of law in support of its motion for partial summary judgment in *Narragansett Elec. Co. v. American Home Assur. Co.*, 2013 WL 6417391
§ 8:121 Defendant's (insured's) memorandum of law in opposition to plaintiff's (insured's) motion for partial summary judgment and in support of its cross-motion for partial summary judgment in *Narragansett Elec. Co. v. American Home Assur. Co,* 2013 WL 6417390
§ 8:122 Plaintiff's (insured's) reply memorandum in *Narragansett Elec. Co. v. American Home Assur. Co.*, 2013 WL 6417398
§ 8:123 Defendant's (insured's) reply memorandum in *Narragansett Elec. Co. v. American Home Assur. Co.*, 2014 WL 6417389
§ 8:124 Background on competing briefs *in* Compass Insurance Company v. University Mechanical & Engineering Contractors, Inc., 2016 WL 1169312 (N.D. Cal. 2016) (unpublished). [Trigger of coverage for asbestos bodily injury claims, duty to defend]
§ 8:125 Insurer's memorandum of points and authorities in support of motion for partial summary judgment in Compass Insurance Company v. University Mechanical & Engineering Contractors, Inc.
§ 8:126 Insured's memorandum of points and authorities In support of motion for summary judgment in Compass Insurance Company v. University Mechanical & Engineering Contractors, Inc.
§ 8:127 Background on Insurer's Motion in Atlantic Casualty Insurance Company v. Garcia, 2017 WL 67617 (N.D. Ind. 2017) (Claims-In-Process Exclusion)
§ 8:128 Memorandum in Support of Insurer's Motion for Summary Judgment: Atlantic Casualty Insurance Company, Plaintiff/Counterclaim Defendant v. Juan and Maria Garcia, Defendants/Counter-Claimants
§ 8:129 Reply in Support of Atlantic Casualty Insurance Company's Motion for Summary Judgment and Response In Opposition to the Garcia's' Motion for Summary Judgment
§ 8:130 Background on Competing Briefs in Certain Underwriters at Lloyd's v. New Dominion, LLC, 2016 WL 4688866 (S.D. N.Y. 2016) (Unpublished) (Forum-Selection Clause, Personal Jurisdiction, Abstention, and Service Clause).
§ 8:131 Defendant New Dominion LLC's Memorandum of Law In Support of its Motion to Dismiss or Stay the Complaint for Declaratory Relief or, in the Alternative, Motion to Dismiss for Lack of Personal Jurisdiction
§ 8:132 Plaintiffs Certain Underwriters at Lloyd's London Subscribing to Policy Number PGIARK Memorandum of Law in Opposition to Defendant's Motion to Dismiss or Stay the Complaint for Declaratory Relief
§ 8:133 Defendant New Dominion LLC's Reply Memorandum of Law in Further Support of Its Motion to Dismiss or Stay. The Complaint for Declaratory Relief, or in the Alternative, Motion to Dismiss for Lack of Personal Jurisdiction
§ 8:134 Background on Competing Motions for Partial Summary Judgment in Saarman Construction, Ltd. v. Ironshore Specialty Insurance Company, 230 F. Supp. 3d 1068 (N.D. Cal. 2017) (Impact of Extrinsic Evidence on the Duty to Defend, Mold Exclusion, and Continuous or Progress Injury or Damage Exclusion)
§ 8:135 Plaintiff's (Insured's) Notice of Motion for Partial Summary Judgment and Supporting Memorandum of Points and Authorities in Saarman Construction Ltd. v. Ironshore Specialty Insurance Company

§ 8:136 Plaintiff's (Insurer's) Memorandum of Points and Authorities in Opposition to Defendant's (Insurer's) Motion for Summary Judgment in Saarman Construction Ltd. v. Ironshore Specialty Insurance Company
§ 8:137 Defendant's (Insurer's) Notice of Motion and Motion for Summary Judgment; Memorandum of Points and Authorities in Saarman Construction Ltd. v. Ironshore Specialty Insurance Company
§ 8:138 Defendant's (Insurer's) Opposition to Plaintiff's Motion for Partial Summary Judgment in Saarman Construction, Ltd. v. Ironshore Specialty Insurance Company
§ 8:139 Background on competing briefs in Velsicol Chemical, LLC v. Westchester Fire Insurance Company, 2017 WL 896645 (N.D. Ill. 2017) (exhaustion of primary insurance, late notice, sudden and accidental pollution exclusion, and product hazard exception)
§ 8:140 Excess insurer's brief in support of motion for summary judgment in VELSICOL CHEMICAL, LLC, Plaintiff, v. WESTCHESTER FIRE INSURANCE COMPANY, as successor in interest to International Insurance Company, Defendant., 2016 WL 8541758 (N.D. Ill. 2016)
§ 8:141 Insured's opposition brief to excess insurer's motion for summary judgment in VELSICOL CHEMICAL, LLC, Plaintiff, v. WESTCHESTER FIRE INSURANCE COMPANY, Defendant., 2017 WL 4349904 (N.D. Ill. 2017)
§ 8:142 Background on competing briefs in Ben Weitsman & Son of Scranton, LLC v. Hartford Fire Insurance Company, 2018 WL 895576 (N.D. N.Y. 2018), appeal withdrawn, 2018 WL 2979863 (2d Cir. 2018) (unpublished) (Absolute exclusion)
§ 8:143 Memorandum of Law in Support of Defendant Insurers' Motion for Summary Judgment, in BEN WEITSMAN & SON OF SCRANTON, LLC, Ben Weitsman & Son, Inc., Upstate Shredding, LLC, and Upstate Shredding Disc, Inc., Plaintiffs, v. HARTFORD FIRE INSURANCE COMPANY and Hartford Casualty Insurance, Defendants., 2017 WL 4698882 (N.D. N.Y. 2017)
§ 8:144 Memorandum of Law in Support of Plaintiffs' Cross-Motion for Summary Judgment and in Opposition to Defendants' Motion for Summary Judgment in BEN WEITSMAN & SON OF SCRANTON, LLC, Ben Weitsman & Son, Inc., Upstate Shredding, LLC, and Upstate Shredding Disc, Inc., Plaintiffs, v. HARTFORD FIRE INSURANCE COMPANY and Hartford Casualty Insurance, Defendants., 2017 WL 4699369 (N.D. N.Y. 2017).
§ 8:145 Reply Memorandum of Law in Further support of Defendants' Motion for Summary Judgment in BEN WEITSMAN & SON OF SCRANTON, LLC, Ben Weitsman & Son, Inc., Upstate Shredding, LLC, and Upstate Shredding Disc, Inc., Plaintiffs, v. HARTFORD FIRE INSURANCE COMPANY and Hartford Casualty Insurance, Defendants., 2017 WL 4699367 (N.D. N.Y. 2017).
§ 8:146 Background on competing briefs in Certain Underwriters at Lloyd's London v. National Railroad Passenger Corporation (Entire range of traditional environmental coverage issues)
§ 8:147 Insured's (Amtrak's Memorandum of Law in Support of Its Motion for Partial Summary Judgment on Various Issues, in CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, et al., Plaintiffs, v. NATIONAL RAILROAD PASSENGER CORPORATION, et al., Defendants., 2017 WL 4418048 (E.D. N.Y. 2017).
§ 8:148 Insured's (Amtrak's) Memorandum of Law in Opposition to Insurers' Motion for Summary Judgment, in CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, et al., Plaintiffs, v. NATIONAL RAILROAD

PASSENGER CORPORATION, et al., Defendants., 2017 WL 4418049 (E.D. N.Y. 2017)
§ 8:149 Insurers' Reply Memorandum in Support of Motion for Summary Judgment in CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, et al., Plaintiffs, v. NATIONAL RAILROAD PASSENGER CORPORATION, et al., Defendants., 2017 WL 4418052 (E.D. N.Y. 2017)
§ 8:150 Memorandum of law in support of defendant insurer's motion for partial summary judgment: duty to defend, in Allen v. Steadfast Insurance Company
§ 8:151 Memorandum of law in opposition to defendant insurer's motion for partial summary judgment: duty to defend, in Allen v. Steadfast Insurance Company
§ 8:152 Background on Competing Briefs in Setco Automotive (NA), Inc. v. Tokio Marine & Nichido Fire Insurance Co., Ltd. (US Branch), 2010 WL 11602455 (W.D. Tenn. 2010) (Unpublished)
§ 8:153 Brief in Support of Defendant's (Insurer's) Motion for Judgment on the Pleadings
§ 8:154 Plaintiff's (Insured's) Response to Defendant's (Insurer's) Motion for Judgment on the Pleadings
§ 8:155 Reply Brief in Support of Defendant's (Insurer's) Motion for Judgment on the Pleadings
§ 8:156 Background on Competing Briefs in Zurich American Insurance Company v. Insurance Company of North America, 2019 WL 2184973 (E.D. Mo. 2019) (Missouri law). Issues: First, is asbestos a pollutant under a CGL policy? Second, was the underlying claimant—Who eventually died of mesothelioma as a result of inhaling the asbestos on her mechanic husband's work clothes while laundering them—Injured because of a discharge that the occurred in the 'atmosphere?" Third, did the insurer waive its right to assert the pollution exclusion by failing to specifically plead it as an affirmative defense?
§ 8:157 INA's Memorandum of Law in Support of Its Motion for Summary Judgment
§ 8:158 Zurich's Opposition to INA's Motion for Summary Judgment
§ 8:159 INA's Reply in Support of Its Motion for Summary Judgment
§ 8:160 Zurich's Memorandum of Law in Support of Its Motion for Summary Judgment
§ 8:161 INA's Opposition to Zurich's Motion for Summary Judgment
§ 8:162 Zurich's Reply in Support of Its Motion for Summary Judgment
§ 8:163 Background on insurer's brief in support of motion for summary judgment in Sempra Energy v. Associated Electric & Gas Insurance Services, Ltd., 2019 WL 8266806 (C.D. Cal. 2019)
§ 8:164 Defendant and counterclaimant's (Insurer's) points and authorities in support of its motion for partial summary judgment regarding control of the underlying defenses and cooperation in Sempra Energy v. Associated Electric and Gas Insurance Services. Ltd. 2019 WL 8266806 (C.D. Cal. 2019)
§ 8:165 Background on competing briefs in Safeco Insurance Company of America v. Brindeiro, 2020 WL 2467742 (D.N.M. 2020) (Unpublished)
§ 8:166 Defendants' (Insureds') memorandum in support of motion to Dismiss/Stay in Safeco Insurance Company of America v. Brindeiro, 2020 WL 3642967 (D.N.M. 2020)
§ 8:167 Plaintiff's (Insurer's) memorandum opposition to motion to Dismiss/Stay in Safeco Insurance Company of America v. Brindeiro, 2020 WL 3642966 (D.N.M. 2020)

§ 8:168 Defendants' (Insureds') reply memorandum in support of motion to Dismiss/Stay in Safeco Insurance Company of America v. Brindeiro, 2020 WL 3642966 (D.N.M. 2020)
§ 8:169 Background on competing briefs in Lusher Site Remediation Group v. National Fire Insurance Company of Hartford, 2020 WL 998659 (S.D. Ind. 2020) (Mich. Law)
§ 8:170 Defendant's (Insurer's) memorandum in support of motion to enforce a prior judgment and dismiss the amended complaint pursuant to rule 12(b)(6) in Lusher Site Remediation Group v. National Fire Insurance Company of Hartford, 2019 WL 4137325 (S.D. Ind. 2019)
§ 8:171 Plaintiff's (Underlying Claimant's) memorandum in opposition to motion to enforce a prior judgment and dismiss the amended complaint in Lusher Site Remediation Group v. National Fire Insurance Company of Hartford, 2019 WL 4137329 (S.D. Ind. 2019)
§ 8:172 Defendant's (Insurer's) reply memorandum in support of motion to enforce a prior judgment and dismiss the amended complaint in Lusher Site Remediation Group v. National Fire Insurance Company of Hartford, 2019 WL 5295455 (S.D. Ind. 2019)
§ 8:173 Background on competing briefs in Admiral Insurance Company v. Dual Trucking, Inc., 2020 WL 2526952 (E.D. La. 2020) (Unpublished)
§ 8:174 Defendant's (Insured's) memorandum in support of motion to dismiss for lack of subject matter jurisdiction due to abstention, or alternatively, for lack of proper venue based on forum Non-Conveniens in Admiral Insurance Company v. Dual Trucking, Inc., 2020 WL 3403718 (E.D. La. 2020)
§ 8:175 Plaintiff's (Insurer's) memorandum in opposition to motion to dismiss in Admiral Insurance Company v. Dual Trucking, Inc., 2020 WL 3403721 (E.D. La. 2020)
§ 8:176 Defendant's (Insured's) reply memorandum in support of motion to dismiss in Admiral Insurance Company v. Dual Trucking, Inc., 2020 WL 3403721 (E.D. La. 2020)
§ 8:177 Background on briefs in two environmental coverage default judgment cases, *Philadelphia Indemnity Insurance Company v. United Revolver Club of Sacramento, Inc.* and *Continental Western Insurance Company v. Amplicon Express, Inc.*
§ 8:178 (Background on Competing Briefs in *Barber v. Arch Insurance Company*, 2020 WL 6087951 (W.D. Ky.) (Coal Dust as a "pollutant" under a Directors & Officers Liability Policy; whether the pollution exclusion bars coverage for underlying criminal action against insured coal mine employees for falsification of dust samples results at their mine in violation of the Federal Mine Safe5.ty and Health Act, and whether insurer committed bad faith in denying coverage)
§ 8:179 Defendant (Insurer's) Motion for Summary Judgment in *Barber v. Arch Insurance Company*, 2020 WL 6269128
§ 8:180 Plaintiffs' (Insureds') Response to Defendant's Motion for Summary Judgment in *Barber v. Arch Insurance Company*, 2020 WL 6269130
§ 8:181 Plaintiffs' (Insureds') Memorandum in Support of Joint Motion for Summary Judgment in *Barber v. Arch Insurance Company*, 2020 WL 6269124
§ 8:182 Defendant (Insurer's) Opposition to Plaintiffs' (Insureds) Motion for Summary Judgment in *Barber v. Arch Insurance Company*, 2020 WL 6384261
§ 8:183 Background on Competing Briefs in *Canton Drop Forge, Inc. v. Travelers Casualty & Surety Company*, 2021 WL 930457 (N.D. Ohio) (Unpublished). (Late notice defense, recoverability of pre-tender costs,

the occurrence requirement, the property damage requirement, the owned property exclusion, the pollution exclusion, and the laches doctrine).
§ 8:184 Defendant's (Insurer's) Motion Memorandum in Support of Motion for Summary Judgment in *Canton Drop Forge, Inc. v. Travelers Casualty and Surety Company*, 2020 WL 3402373
§ 8:185 Plaintiff's (Insured's) Memorandum in Opposition to Insurer's Motion for Summary Judgment in *Canton Drop Forge, Inc. v. Travelers Casualty and Surety Company*, 2020 WL 5101315
§ 8:186 Background on Competing Briefs in *Atma Beauty, Inc. v. HSDI Global Specialty SE*, 2020 WL 7770398 (S.D. Fla.) (Unpublished). (COVID 19 Business Interruption Insurance Coverage Issues: The "direct physical loss or damage to" requirement, the microorganism exclusion, and the pollution exclusion.)
§ 8:187 Defendant Insurers' Motion to Dismiss in *Atma Beauty, Inc. v. HDI Global Specialty SE*, 2020 WL 8263280
§ 8:188 Plaintiff's (Insured's) Response to Defendants' Motion to Dismiss in *Atma Beauty, Inc. v. HDI Global Specialty SE*, 2020 WL 8263278
§ 8:189 Defendant Insurers' Reply in Support of their Motion to Dismiss in *Atma Beauty, Inc. v. HDI Global Specialty SE*, 2020 WL 8263274
§ 8:190 Background on Motion to Dismiss in *Essentia Health v. ACE American Insurance Company,* 541 F. Supp. 3d 943 (D. Minn. 2021) (Insured filed claim under Premises Pollution Liability Policy for business interruption loss incurred as a result of state order suspending elective medical procedures in response to COVID-19 pandemic)
§ 8:191 Defendant's (Insurer's) Memorandum in Support of Motion to Dismiss in *Essentia Health v. Ace American Insurance Company,* 2021 WL 4618700
§ 8:192 Plaintiffs' (Insureds') Memorandum of Law in Opposition to Defendant's Motion to Dismiss in *Essentia Health v. Ace American Insurance Company,* 2021 WL 4618697
§ 8:193 Defendant's Reply Memorandum in Support of Motion to Dismiss in *Essentia Health v. Ace American Insurance Company,* 2021 WL 4618693
§ 8:194 Background on Motion to Dismiss in *Greenwood Racing Inc. v. American Guarantee & Liability Insurance Co.,* 2021 WL 5050087 (E.D. Pa. 2021) (Insured filed claim for losses and expenses associated with state order suspending business operations)
§ 8:195 Defendant's (Insurer's) Memorandum of Law in Support of Motion its Dismiss in *Greenwood Racing Inc. v. American Guarantee & Liability Insurance Co.,* 2021 WL 4526920
§ 8:196 Plaintiffs' (Insureds') Memorandum of Law in Opposition to Defendant's Motion to Dismiss in *Greenwood Racing Inc. v. American Guarantee & Liability Insurance Co.,* 2021 WL 5042963
§ 8:197 Defendant's Reply Memorandum of Law in Further Support of its Motion to Dismiss in *Greenwood Racing Inc. v. American Guarantee & Liability Insurance Co.,* 2021 WL 5853524
§ 8:198 Background on Competing Memorandums of Points and Authorities in Support of—And in Opposition to—Insurers' Motions for Summary Judgment in *Chisolm-Village Plaza, LLC v. Travelers Commercial Insurance Company* (Issues: Duty to Defend; Total Pollution Exclusion; "Bad Faith," New Mexico Federal District Court Makes an "Erie Guess)
§ 8:199 Defendant Fidelity and Guaranty Underwriters, Inc.'s Memorandum of Points and Authorities in Support of Motion for Summary Judgment in *Chisolm-Village Plaza, LLC v. Travelers Commercial Insurance Company,* 2021 WL 3169117
§ 8:200 Defendant Cincinnati Insurance Company's Memorandum of Points and

Authorities in Support of Motion for Summary Judgment in *Chisolm-Village Plaza, LLC v. Travelers Commercial Insurance Company,* 2021 WL 3169119

§ 8:201 Plaintiff Chisolm-Village Plaza's (Insured's) Consolidated Memorandum of Points and Authorities in Opposition to Defendants' (Insurers') Motions for Summary Judgment in *Chisolm-Village Plaza, LLC v. Travelers Commercial Insurance Company,* 2021 WL 3169122

§ 8:202 Background on Competing Memorandums of Points and Authorities in Support of - and in Opposition to- the Insurer's Motion to Dismiss in *L.A. Terminals, Inc. v. United National Insurance Company* (Issues: When Will a Dispute Between An Insured and an Additional Insured Trigger the Duty to Pay for Independent Defense Counsel, When will a Reservation of Rights Based on the Sudden and Accidental Pollution Exclusion Trigger the Duty to Pay for Independent Defense Counsel, What Impact Does the Underlying Complaint's Failure to Allege a Sudden and Accidental Discharge of Pollutants Have on the Duty to Defend Under as Policy With the Sudden and Accidental Exception to the Pollution Exclusion, and Is a Federal Declaratory Judgment Action Available if the Insurer Provides a Defense Under a Reservation of Rights)

§ 8:203 Defendant Insurer's Memorandum of Points and Authorities in Support of Its Motion to Dismiss in *L.A. Terminals, Inc. v. United National Insurance Company,* 2020 WL 4593506

§ 8:204 Plaintiffs (Named Insureds) Memorandum of Points and Authorities in Opposition to Motion to Dismiss in *L.A. Terminals, Inc. v. United National Insurance Company,* 2020 WL 4593510

§ 8:205 Background on Competing Memorandums in *Peleus Insurance Company v. Ron Sparks, Inc.* (Topics: Choice of law in the absence of a choice-of law provision, Texas's Eight-Corners Rule on the Duty to Defend, the Total Pollution Exclusion, The Fungi or Bacteria Exclusion, and the Duty to Indemnify)

§ 8:206 Insurer's Brief in Support of Its Motion for Summary Judgment in *Peleus Insurance Company v. Ron Sparks, Inc.*, 2021 WL 7906797 (Topics: Efficient Proximate Cause Doctrine, Absolute Pollution Exclusion, and Duty to Defend)

§ 8:207 Insured's Memorandum in Opposition to Insurer's Motion for Summary Judgment in *Peleus Insurance Company v. Ron Sparks, Inc.,* 2022 WL 17552976

§ 8:208 Insurer's Reply Memorandum in Support of its Motion for Summary Judgment in *Peleus Insurance Company v. Ron Sparks, Inc*, 2022 WL 17552979

§ 8:209 Background on Competing Memorandums in *Country Mutual Ins. Co. v. Jackson*, 2022 WL 187808 (E.D. Wash.) (Unpublished) (Efficient Proximate Cause, Absolute pollution Exclusion, and Duty to Defend)

§ 8:210 Insurer's Motion for Summary Judgment in *Country Mutual Ins. Co. v. Jackson*, 2021 WL 7186950

§ 8:211 Insurer's Reply Brief in Support of Motion for Summary Judgment in *Country Mutual Ins. Co. v. Jackson*, 2021 WL 7629874

§ 8:212 Insurer's Opposition to Insured's Cross-Motion for Summary Judgment *in Country Mutual Ins. Co. v. Jackson*, 2021 WL 7186956

§ 8:213 Insured's Cross-Motion for Summary Judgment in Country *Mutual Ins. Co. v. Jackson*, 2021 WL 7186954

§ 8:214 Insured's Reply Brief in Support Cross-Motion for Summary Judgment, in *Country Mutual Ins. Co. v. Jackson*, 2021 WL 7186946

§ 8:215 Insured's Opposition to Insurer's Motion for Summary Judgment in *Country Mutual Ins. Co. v. Jackson*, 2021 WL 7186958

§ 8:216 Background on Competing Memorandums in *National Surety Corporation v. TIG Insurance Company*, 2022 WL 16694733 (D. Or.) (Unpublished)
§ 8:217 National Surety Corporation's (Plaintiff Insurer's) Motion for Summary Judgment in *National Surety Corporation v. TIG Insurance Company*, 2022 WL 17731356
§ 8:218 TIG Insurance Company's (Defendant Insurer's) Cross-Motion for Summary Judgment in *National Surety Corporation v. TIG Company*, 2022 WL 17885091
§ 8:219 Background on Competing Memorandums in Everest National Insurance Company v. Megasand Enterprises, Inc., 2021 WL 413527 (S.D. Tex. 2021) (unpublished) (Are Underlying Claimants Indispensable Parties Under F.R.C.P. 19?)
§ 8:220 Defendant (Insured's) Motion to Dismiss for Failure to Sue Indispensable Parties (2020 WL 8367731)
§ 8:221 Plaintiff (Insurer's) Opposition to Motion to Dismiss for Failure to Sue Indispensable Parties (2020 WL 9174943)
§ 8:222 Background on Competing Memorandums in GM Northrup Corporation v. Massachusetts Bay Insurance Company, 2023 WL 2538021 (W.D. Wash. 2023) (Choice of Law, Duty to Defend, Bacteria and Fungi Exclusion, and Total Pollution Exclusion)
§ 8:223 Insured's Opposition to Defendant Insurers' Motion for Summary Judgment in GM NORTHRUP CORPORATION, a Minnesota Corporation, Plaintiff, v. MASSACHUSETTS BAY INSURANCE COMPANY, a foreign insurance company; Hanover Insurance Company, a foreign insurance company, Defendants., 2023 WL 5008271 (W.D. Wash. 2023)
§ 8:224 Insurers' Reply Memorandum in Support of Motion for Summary Judgment in GM NORTHRUP CORPORATION, a Minnesota corporation, Plaintiff, v. MASSACHUSETTS BAY INSURANCE COMPANY, a foreign insurance company; Hanover Insurance Company, a foreign insurance company, Defendants., 2023 WL 5008269 (W.D. Wash. 2023)
§ 8:225 Background on Competing Briefs in James River Casualty Company v. UniControl, Inc., 2023 WL 4543487 (6th Cir.) (Ohio and Ind. Law) (Unpublished) (Continuous or Progressive injury & Damage (aka "Claims in Progress") Exclusion)
§ 8:226 Background on Competing Memorandums in Mt. Hawley Insurance Company v. City of Richmond Heights, Missouri (Does COVID-19 virus represent a "direct physical loss"? Does the existence of a additional covered property endorsement in a municipality's commercial property insurance policy eliminate the "physical loss or damage" requirement for business income coverage under the policy? Does an insurer owe fiduciary duties to its insured when the insured makes a first-party claim against the insurer?)
§ 8:227 Insurer's Memorandum of Points and Authorities in Support of Motion to Dismiss in MT. HAWLEY INSURANCE COMPANY, Plaintiff, v. CITY OF RICHMOND HEIGHTS, MISSOURI, Defendant., 2021 WL 1737275 (E.D. Mo. 2021)
§ 8:228 Insured's Memorandum of Points and Authorities in Opposition to Insurer's Motion to Dismiss MT. HAWLEY INSURANCE, COMPANY, Plaintiff/Counterclaim, Defendant, v. CITY OF RICHMOND HEIGHTS, MISSOURI, Defendants/Counterclaim-Plaintiff., 2021 WL 2279899 (E.D. Mo. 2021)
§ 8:229 Insurer's Reply Memorandum in Support of Motion to Dismiss in MT. HAWLEY INSURANCE COMPANY, Plaintiff, v. CITY OF RICHMOND HEIGHTS, MISSOURI, Defendant., 2021 WL 1053986 (E.D. Mo. 2021)

§ 8:230 Background on Competing Memorandums in Lawrence General Hospital v. Continental Casualty Company, 90 F.4th 593 (1st Cir. 2024) (Mass. law), affirming in part, reversing in part, Lawrence General Hospital v. Continental Casualty Company, 657 F. Supp. 3d 196 (D. Mass. 2023) "(Host of COVID-19 Coverage Issues, Including Whether the Virus Caused Direct Physical Loss or Damage to Covered Property)"

§ 8:231 Insurer's Memorandum of Points and Authorities in Support of Motion to Dismiss in Lawrence General HOSPITAL, Plaintiff, v. CONTINENTAL CASUALTY COMPANY, Defendant., 2022 WL 19004780 (D. Mass. 2022)

§ 8:232 Insured's Memorandum in Opposition to Motion to Dismiss in Lawrence General HOSPITAL, Plaintiff, v. CONTINENTAL CASUALTY COMPANY, Defendant., 2022 WL 19004781 (D. Mass. 2022)

§ 8:233 Insurer's Reply Memorandum in Support of Motion to Dismiss in Lawrence General HOSPITAL, Plaintiff, v. CONTINENTAL CASUALTY COMPANY, Defendant., 2022 WL 19004778 (D. Mass. 2022)

§ 8:234 Insured's Sur-Reply Memorandum in Opposition to Motion to Dismiss in Lawrence General HOSPITAL, Plaintiff, v. CONTINENTAL CASUALTY COMPANY, Defendant., 2022 WL 19004776 (D. Mass. 2022)

§ 8:235 Background on Competing Briefs in Aloha Petroleum, Ltd. v. National Union Fire Insurance Company of Pittsburgh, PA, 2023 WL 5724744 (D. Haw. 2023) (Does the scope of the Absolute/Total Pollution Exclusion Include climate change claims; do climate change claim constitute covered "property damage"? Do climate change claims represent a covered "occurrence"?)

§ 8:236 Insured's Memorandum of Points and Authorities in Support of Motion for Summary Judgment ALOHA PETROLEUM, LTD., Plaintiff, v. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, and American Home Assurance Company, Defendants., 2023 WL 4364647 (D. Haw. 2023)

§ 8:237 Insurer's Memorandum of Points and Authorities in Opposition to Insured's Motion for Summary Judgment in ALOHA PETROLEUM, LTD., Plaintiff, v. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA., and American Home Assurance Company, Defendants., 2023 WL 5000807 (D. Haw. 2023)

§ 8:238 Insured's Reply Memorandum of Points and Authorities in Support of Motion for Summary Judgment in ALOHA PETROLEUM, LTD., Plaintiff, v. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, and American Home Assurance Company, Defendants., 2023 WL 5723408 (D. Haw. 2023)

§ 8:239 Background on Competing Memorandums in Support of and in Opposition to Motion for Summary Judgment in Berkley National Insurance Company v. Atlantic-Newport Realty LLC (Insurer's Attempt to Recoup Defense and Settlement Costs, Fungi/Bacteria Exclusion, Absolute/Total Pollution Exclusion)

§ 8:240 Insureds' Memorandum in Support of Motion for Judgment on the Pleadings in Berkley National Insurance Company v. Atlantic Newport Realty Company, LLC, 2022 WL 20056201

§ 8:241 Insurer's Memorandum in Opposition to Insureds' Motion for Judgment on the Pleadings in Berkley National Insurance Company v. Atlantic Realty Company, LLC, 2022 WL 20056206

§ 8:242 Insureds' Reply Memorandum in Support of Motion for Judgment on the Pleadings in Berkley National Insurance Company v. Atlantic Newport Realty Company, LLC, 2022 WL 20056209

§ 8:243 Insurer's Memorandum in Support of Motion for Summary Judgment in Berkley National Insurance Company v. Atlantic Newport Realty Company, LLC, 2022 WL 11770760

§ 8:244 Insureds' Memorandum in Opposition to Insurer's Motion for Summary Judgment in Berkley National Insurance Company v. Atlantic Newport Realty Company, LLC, 2022 WL 11770761
§ 8:245 Insurer's Reply Memorandum in Support of its Motion for Summary Judgment in Berkley National Insurance Company v. Atlantic Newport Realty Company, LLC, 2022 WL 11145217
§ 8:246 Background on Competing Memorandums in North Star Mutual Insurance Company v. Rodin, (Application of Absolute/Total Pollution Exclusion to Bodily Injuries Caused by Carbon Monoxide Emitted from Portable Heater)
§ 8:247 Insurer's Memorandum in Support of its Motion for Summary Judgment in North Star Mutual Insurance Company v. Rodin, 2024 WL 6049761
§ 8:248 Insureds' Memorandum in Opposition to Insurer's Motion for Summary Judgment in North Star Mutual Insurance Company v. Rodin, 2024 WL 9094623
§ 8:249 Insurer's Reply Memorandum in Support of its Motion for Summary Judgment in North Star Mutual Insurance Company v. Rodin, 2024 WL 9094628
§ 8:250 Background on Competing Memorandums in Nationwide Property & Casualty Insurance Company v. Hampton Court, L.P.
§ 8:251 Insured's Memorandum in Support of Motion to Dismiss in Nationwide Property & Casualty Insurance Company v. Hampton Court, LP, 2023 WL 11262878
§ 8:252 Insurer's Memorandum in Opposition to Insured's Motion to Dismiss in Nationwide Property & Casualty Insurance Company v. Hampton Court, LP, 2023 WL 111262877
§ 8:253 Background on competing memorandums for summary judgment in National Foam, Inc. v. Zurich American Insurance Company ___ F. Supp.3d ___, 2025 WL 6993611 (N.D. Cal.) (Under California Law, the Total Pollution Exclusion Does Not Bar Coverage for Bodily Injury Claims Based on Direct Exposure to the Insured's Aqueous—Film Foaming Products: For the Exclusion to Apply, Pollutants Must be the Mechanism of Harm)
§ 8:254 Insurers' (Defendants') memorandum in opposition to plaintiff's (Insured's) motion for partial summary judgment and in support of their cross-motion for summary judgment in National Foam, Inc. v. Zurich American Insurance Company, 2024 WL 5415373
§ 8:255 Insured's (Plaintiff's) reply brief in support of its motion for partial summary judgment and in opposition to the insurers' cross-motion for summary judgment in National Foam, Inc. v. Zurich American Insurance Company, 2025 WL 547049
§ 8:256 Insurers' (Defendants') reply memorandum in support of their cross-motion for summary judgment in National Foam, Inc. v. Zurich American Insurance Company, 2025 WL 547051
§ 8:257 Background on competing memorandums in Atain Specialty Insurance Company v. Dollar Tree Stores, Inc., 2024 WL 4252806 (E.D. Mo.) (Unpublished) (Under Missouri Law, Total Pollution Exclusion Does Not Apply to the Ingestion of Contaminated Breath Drops)
§ 8:258 Defendant insured's memorandum in support of Its motion to dismiss in *Atain Specialty Insurance Company v. Dollar Tree Stores, Inc.*, 2024 WL 5467280
§ 8:259 Plaintiff insurer's memorandum in opposition to motion to dismiss in Atain Specialty Insurance Company v. Dollar Tree Stores, Inc., 2024 WL 5467286
§ 8:260 Background on Cross- Motions for Summary Judgment in *Town of*

Harrietstown v. Westchester Fire Insurance Co., 2025 WL 2391758 (N.D.N.Y.) (Unpublished) [(1) Under New York Law, the "Combined Claims" Provision Does Not Apply to Single Claims; (2) A PRP Letter Constitutes a Single Claim Under a Policy's "Combined Claim" Provision—thus, the Exclusion Applies to Bar Coverage for PFAS Contamination at the Airport; and (3) Under New York Law, an Insured Can Prevail on its Declaratory Judgment But Lose Its Breach of Contract Cause of Action—Regarding the Duty to Defend.]

§ 8:261 Defendant Westchester Fire Insurance Company's and Ace Property and Casualty Insurance Company's Memorandum in Support of Summary Judgment Motion (Insurers' Points and Authorities) in *Town of Harrietstown v. Westchester Fire Insurance Company*, 2025 WL 1425715

§ 8:262 Plaintiff Town of Harristown's Points and Authorities In Support of its Cross-Motion for Summary Judgment (Insured's Points and Authorities) in *Town of Harrietstown v, Westchester Fire Insurance Company*, 2025 WL 1425720

§ 8:263 Defendants' Westchester Fire Insurance Company's and Ace Property and Casualty Company's Points and Authorities (Insurers' Point and Authorities) in Opposition to Plaintiff *Town of Harrietstown v. Westchester Fire Insurance Company's Cross-Motion for Summary Judgment*, 2025 WL 1425718

§ 8:264 Background on Competing Briefs in *Fetheroff, LLC v. v State Farm Fire and Casualty Company*, 2025 WL 2879941 (D. M.M.) (Unpublished) [Under New Mexico Law, (1) the Exclusion Bars Coverage for VOC Pollution Emanating from a Dry-Cleaning Facility, and (2) an Insurer is Not Entitled to Reimbursement of Costs Based on the Voluntary Payments Doctrine Unless the Policy Includes a Voluntary Payments Clause with a Reimbursement Right.]

§ 8:265 Background on Insurer's Briefs in *St. Paul Fire and Marine Casualty Company v. LP Operating, LLC.* [Under Texas Law, (1) Wastewater is a Pollutant Under the Pollution Exclusion (Court Rejects Insured's Attempt to Divide Wastewater Into Multiple Categories of Damages); (2) An Allegation that the Insured Caused Wastewater from Its Disposal Well to be Discharged Over Containment Berms and Into, Over, and Across the Underlying Plaintiff's Land Could Trigger the Sudden and Accidental Exception; and (3) An Exception's Notice Requirements are Valid and Enforceable: (Federal District Court Grants Insurer's Summary Judgment Motion on the Duty to Defend)]

§ 8:266 Plaintiff-Insurer's Memorandum in Support of its Motion for Summary Judgment in *St. Paul Fire and Marine Insurance Company v. LP Operating, LLC*, 2024 WL 3653963

§ 8:267 Plaintiff-Insurer's Reply Memorandum in Support of its Motion for Summary Judgment in *St. Paul Fire and Marine Insurance Company v. LP Operating, LLC*, 2024 WL 3653966

§ 8:268 Background on Competing Memorandums of Points and Authorities in *Hanover American Insurance Co. v. Francini, Inc.*, 2025 WL 1090925 (C.D. Cal.) (Unpublished) [Under California Law, the Silica Exclusion Absolved an Insurer's Duty to Defend Because the Insurer Eliminated Any Possibility of Coverage Where Silica (Not in Conjunction with Other Chemicals) Was Alleged to Have Caused Harm.]

§ 8:269 Plaintiff-Insurers' Memorandum of Points and Authorities in Support of its Motion for Judgment on the Pleadings in *Hanover American Insurance Co. v. Francini, Inc.*, 2024 WL 3823905

§ 8:270 Defendant Insured's Memorandum of Points and Authorities in Support of its Opposition to Motion for Judgment in *Hanover American Insurance Co. v. Francini, Inc.*, 2024 WL 3823910

§ 8:271 Plaintiff-Insurers' Reply Memorandum of Points and Authorities in Support of its Motion for Judgment on the Pleadings in *Hanover American Insurance Co. v. Francini, Inc.*, 2025 WL 2426925

§ 8:272 *Background on Competing Memorandums in Black Construction Corp. v. National Union Fire Insurance Co.,* 2025 WL 2946969 (C.D. Cal.) (Unpublished) *[Under California Law, The Absolute/Total Pollution Exclusion Does Not Apply to Coverage for Increased Leachate Costs Caused by the Alleged Faulty Design and Construction of a Groundwater and Stormwater System Outside a Dump's Perimeter.]*

§ 8:273 Defendant—Insurer's Memorandum in Support of its Motion to Dismiss in *Black Construction Corp. v. National Union Fire Insurance Co.*, 2025 WL 1638672

§ 8:274 Plaintiff-Insured's Memorandum in Support of its Opposition to Insurer's Motion to Dismiss in *Black Construction Corp. v. National Union Fire Insurance Co.*, 2025 WL 1638669

§ 8:275 Defendant—Insurer's Reply Memorandum in Support of its Motion to Dismiss in *Black Construction Corp. v. National Union Fire Insurance Co.*, 2025 WL 1638675

§ 8:276 Background on Competing Memorandums *in Citizens Insurance Co. of America v. Augusta Chiller Service, Inc.*, 2025 WL 895827 (S.D. Ga.) (Unpublished) [Under Georgia Law, the Exclusion Bars Coverage for Fatal Freon Leak at a Georgia Arena; "But For" (Not Sole) Causation is Required for the Exclusion's Application; Courts Do Not Consider the Insured's Reasonable Expectations or "Main Product" Unless They Have Determined the Term is Ambiguous: Thus, Freon Falls Within the Exclusion; a CGL Policy Issued to an Insured Which Designs, Installs, Maintains, and Services Chiller Systems is Not Illusory Just Because the Exclusion Applies to Freon Related Claims; and, Even if the Exclusion Omits the Words "Which Would Not Have Occurred in Whole or In Part," It is Not Ambiguous and the Pollutant Need Not be the Sole Cause, But Only a "But-For" Cause of the Injury.]

CHAPTER 9. SELECTED APPELLATE BRIEFS

§ 9:1 Background on competing briefs in *Primrose Operating Co. v. National American Insurance Co.* (duty to defend and extrinsic evidence; occurrence requirement; spills and "expected or intended"; "sudden and accidental" pollution exclusion; Saline Endorsement's relationship to pollution exclusion; reasonableness/necessity of attorney fees; procedural issues re: expert witnesses, etc.)

§ 9:2 Brief of defendant/appellant (insurers) in *Primrose Operating Co. v. National American Insurance Co.*

§ 9:3 Brief of plaintiff/appellee (policyholder) in *Primrose Operating Co. v. National American Insurance Co.*

§ 9:4 Is an EPA clean-up administrative proceeding a "suit" under a CGL policy that defines a "suit" as including ADR? Are dirt and rocks "pollutants" under an absolute pollution exclusion? (*Ortega Rock Quarry v. Golden Eagle*)

§ 9:5 Policyholder's (appellant's) opening brief (*Ortega Rock Quarry v. Golden Eagle*)

§ 9:6 Insurers' (respondent's) brief (*Ortega Rock Quarry v. Golden Eagle*)

§ 9:7 Trigger of coverage for lead-based paint claims, stacking, known loss, number of occurrences (*Maryland Casualty Co. v. Hanson*)

§ 9:8 Insurer's (appellant's) opening brief (*Maryland Casualty Co. v. Hanson*)

§ 9:9 Policyholder's (appellee's) brief (*Maryland Casualty Co. v. Hanson*)

§ 9:10 Insurer's (appellant's) reply brief (*Maryland Casualty Co. v. Hanson*)

§ 9:11 Introduction to competing briefs in (number of occurrences; SIR exhaustion; absolute pollution exclusion; and duty to defend) *Sunoco v. Illinois National Ins. Co.*)
§ 9:12 Brief of defendant-appellant in *Illinois National Ins. Co. v. Sunoco, Inc.*
§ 9:13 Brief of plaintiff-appellees in *Illinois National Ins. Co. v. Sunoco, Inc.*
§ 9:14 Reply brief of defendant-appellant in *Illinois National Ins. Co. v. Sunoco, Inc.*
§ 9:15 Plaintiff-appellant's petition for rehearing and suggestion of rehearing en banc in *Illinois National Ins. Co. v. Sunoco, Inc.*
§ 9:16 Reply brief of plaintiff and appellant in *Beverly Hills Unified School District v. Gulf Underwriters Insurance Co.*
§ 9:17 Background on competing briefs in *Employers Insurance of Wausau v. Tektronix, Inc.* (late notice; sudden and accidental pollution exclusion; scope of third party "damages"; amount of attorney fees paid to coverage counsel; and "expected or intended.")
§ 9:18 Appellant-cross-respondent Employers Insurance of Wausau's opening brief in *Employers Ins. of Wausau v. Tektronix, Inc.*
§ 9:19 Combined respondent's brief and opening brief on cross-appeal of Tektronix, Inc. in *Employers Ins. of Wausau v. Tektronix, Inc.*
§ 9:20 Appellant-cross-respondent Employers Insurance of Wausau's reply brief and answering brief on cross-appeal in *Employers Ins. of Wausau v. Tektronix, Inc.*
§ 9:21 Reply brief on cross-appeal of Tektronix, Inc. in *Employers Ins. of Wausau v. Tektronix, Inc.*
§ 9:22 Background on competing briefs in *Stonelight Tile, Inc. v. California Insurance Guarantee Association* ("Covered claims" under insurance guarantee statute; deemer clause; trigger of coverage; personal injury coverage for pollution damage)
§ 9:23 Opening brief of plaintiffs and appellants in *Stonelight Tile, Inc. v. California Insurance Guarantee Association*
§ 9:24 Opposition brief of defendant and respondent in *Stonelight Tile, Inc. v. California Insurance Guarantee Association*
§ 9:25 Reply brief of plaintiffs and appellants in *Stonelight Tile, Inc. v. California Insurance Guarantee Association*
§ 9:26 Background on competing briefs in *Del Monte Fresh Produce (Hawaii), Inc. v. Fireman's Fund Insurance Co.*
§ 9:27 Appellant's (Fireman's Fund Insurance Company's) opening brief in *Del Monte v. Fireman's Fund*
§ 9:28 Appellee's (Del Monte's) answering (opposition) brief in *Del Monte v. Fireman's Fund*
§ 9:29 Appellant's (Fireman's Fund Insurance Company's) reply brief in *Del Monte v. Fireman's Fund*
§ 9:30 Appellant's (Fireman's Fund Insurance Company's) supplemental brief in *Del Monte v. Fireman's Fund*
§ 9:31 Background on competing briefs in *Continental Casualty Co. v. Employers Insurance Co. of Wausau*
§ 9:32 Plaintiff-appellant Continental's opening appellate brief: *Continental Casualty Co. v. Employers Insurance Co. of Wausau*
§ 9:33 Defendant class-respondent's opposition brief: *Continental Casualty Co. v. Employers Insurance Co of Wausau*
§ 9:34 Plaintiffs-appellant's reply brief: *Continental Casualty Co. v. Employers Insurance Co. of Wausau*
§ 9:35 Appellate briefs in *Whittier Properties, Inc. v. Alaska National Insurance Co.* on absolute pollution exclusion

§ 9:36 Appellant's (policyholder's) brief in *Whittier Properties, Inc. v. Alaska National Insurance Co.*
§ 9:37 Appellee's (insurer's) brief in *Whittier Properties, Inc. v. Alaska National Insurance Co.*
§ 9:38 Appellant (policyholder's) reply brief in *Whittier Properties, Inc. v. Alaska National Ins. Co.*
§ 9:39 Occurrence, late notice, allocation: Background commentary on briefs in *Dutton-Lainson Co. v. Continental Ins. Co.*
§ 9:40 Brief and cross appeal of appellee/cross-appellant Continental Ins. Co. in *Dutton-Lainson Co. v. Continental Ins. Co.*
§ 9:41 Reply brief of appellant Dutton (the policyholder) and Dutton's answer briefs to Northern's and Continental's briefs on cross-appeal in *Dutton-Lainson Co. v. Continental Ins. Co.*
§ 9:42 Reply brief of appellee/cross-appellant Northern Insurance Company in *Dutton-Lainson Co. v. Continental Ins. Co.*
§ 9:43 Bad faith: Background on Competing Briefs in *Griffith Dewatering Corp. v. Northern Insurance Co. of New York*
§ 9:44 Brief of plaintiff and respondent, Griffith Dewatering Corporation, in *Griffith Dewatering Corp. v. Northern Insurance Co. of New York*
§ 9:45 Reply brief of defendant and appellant, Northern Insurance Company, in *Griffith Dewatering Corp. v. Northern Insurance Co. of New York*
§ 9:46 Pollution buy-back endorsement and pollution exclusion: Background on competing briefs in *Venoco, Inc. v. Gulf Underwriters Insurance Co.*
§ 9:47 Brief of respondent Gulf Underwriters Insurance Co. in *Venoco, Inc. v. Gulf Underwriters Ins. Co.*
§ 9:48 Reply brief of appellant Venoco, Inc. (policyholder) in *Venoco, Inc. v. Gulf Underwriters Ins. Co.*
§ 9:49 Other insurance provision in EIL policies bar recovery
§ 9:50 Brief of appellee International Insurance Company (EIL insurer) (RSR Corporation v. International Insurance Company)
§ 9:51 Reply brief of appellant RSR (RSR Corporation v. International Insurance Company)
§ 9:52 Coverage for policyholder affirmed on appeal: Court rejects insurer's voluntary payments, after-acquired liability, late notice, and horizontal exhaustion arguments, as well as insured's contention that trial court exceeded its power by granting policyholder's petition for remediation costs. Background on competing briefs in Westport Ins. Corp. v. Appleton Papers, Inc
§ 9:53 Joint briefs of plaintiffs-appellants (insurers) (Columbia Casualty Company v. Appleton Papers Inc.)
§ 9:54 Brief of defendant-respondent (policyholder) (Columbia Casualty Company v. Appleton Papers Inc.)
§ 9:55 Joint reply brief of plaintiffs-appellants (insurers) (Columbia Casualty Company v. Appleton Papers Inc.)
§ 9:56 Background on competing briefs (§ 9:59-§ 9:62) in *Pennsylvania Gen. Ins. Co. v. Park-Ohio Industries*
§ 9:57 Brief of amicus curiae Complex Insurance Claims Litigation Association in support of neither party in *Pennsylvania Gen. Ins. Co. v. Park-Ohio Industries, Inc.*
§ 9:58 Brief of plaintiff-appellee, Pennsylvania General Insurance Company
§ 9:59 Brief of defendant-appellant, Nationwide Insurance Company
§ 9:60 Brief of defendant-appellant, Continental Casualty Company

Volume 3

§ 9:61 Background on competing briefs in *Maxine Furs, Inc. v. Auto-Owners Ins. Co.* (unpublished)

§ 9:62 Policyholder's (appellant's) brief in *Maxine Furs, Inc. v. Auto-Owners Ins. Co*
§ 9:63 Insurer's (appellee's) brief in *Maxine Furs, Inc. v. Auto-Owners Ins. Co*
§ 9:64 Policyholder's (appellant's) reply brief in *Maxine Furs, Inc. v. Auto-Owners Ins. Co*
§ 9:65 Background on competing briefs in *Industrial Enterprises, Inc. v. Penn America Insurance Company* "(Does a CGL Policy Potentially Cover the Costs of Cleaning Up Toxins on the Insured's Own Property?)"
§ 9:66 Opening brief of appellant (insurer) in *Industrial Enterprises, Inc. v. Penn America Insurance Company*
§ 9:67 Reply brief of appellee (policyholder) in *Industrial Enterprises, Inc. v. Penn America Insurance Company*
§ 9:68 Background on competing briefs in *Ichimoto v. American Motorists Ins. Co.* (unpublished)
§ 9:69 Opening brief of appellant (policyholder) in *Ichimoto v. American Motorists Ins. Co.*
§ 9:70 Brief of respondent (insurer) in *Ichimoto v. American Motorists Ins. Co*
§ 9:71 Background on competing briefs in *Dallas Nat. Ins. Co. v. Sabic Americas, Inc.*
§ 9:72 Brief of appellant (insurer) in *Dallas Nat. Ins. Co. v. Sabic Americas, Inc.*
§ 9:73 Brief of appellee (policyholder) in *Dallas Nat. Ins. Co. v. Sabic Americas, Inc.*
§ 9:74 Reply brief of appellant (insurer) in *Dallas Nat. Ins. Co. v. Sabic Americas, Inc.*
§ 9:75 Background on competing briefs in *Pennsylvania Nat. Mut. Cas. Ins. Co. v. Roberts* "(Lead Coverage Dispute: Allocation, Pollution Exclusion, etc.)"
§ 9:76 Opening brief of appellant/cross-appellee (underlying plaintiff) in *Pennsylvania Nat. Mut. Cas. Ins. Co. v. Roberts*
§ 9:77 Brief of appellee/cross-appellant (insurer) in *Pennsylvania Nat. Mut. Cas. Ins. Co. v. Roberts*
§ 9:78 Reply brief of appellant/cross-appellee (underlying plaintiff) in *Pennsylvania Nat. Mut. Cas. Ins. Co. v. Roberts*
§ 9:79 Background on competing briefs in *State Auto Mut. Ins. Co. v. Flexdar, Inc.*
§ 9:80 Brief of appellant State Automobile Mutual Insurance Company in *State Auto Mut. Ins. Co. v. Flexdar, Inc.*
§ 9:81 Brief of appellee, Flexdar, Inc., in *State Auto Mut. Ins. Co. v. Flexdar, Inc.*
§ 9:82 Background in competing briefs in *Indiana Farm Bureau Ins. Co. v. Harleysville Ins. Co.* "(Does the Total Pollution Exclusion Apply to Gasoline Leaks?)"
§ 9:83 Brief of appellee (defendant insurer) in *Indiana Farm Bureau Ins. Co. v. Harleysville Ins. Co.*
§ 9:84 Brief of appellant (plaintiff insurer) in *Indiana Farm Bureau Ins. Co. v. Harleysville Ins. Co.*
§ 9:85 Background on briefs in Scottsdale Indem. Co. v. Village of Crestwood, 673 F.3d 715 (7th Cir. 2012) (Ill. law) "(Do Pollution Exclusion Under Public Liability Policies Cover Contaminated Tap Water Claims?)"
§ 9:86 Appellates' brief to the Seventh Circuit in Scottsdale Indem. Co. v. Village of Crestwood, 673 F.3d 715 (7th Cir. 2012)
§ 9:87 Insurers' respondents' brief to Seventh Circuit in *Scottsdale Ins. Co. v. Village of Crestwood*
§ 9:88 Municipality's reply brief to Seventh Circuit in *Scottsdale Ins. Co. v. Village of Crestwood*

§ 9:89 Background on briefs to Alabama supreme court in Travelers Cas. and Sur. Co. v. Alabama Gas Corp., 2012 WL 6720790 (Ala. 2012) "(Does a PRP Letter Trigger the Duty to Defend)"
§ 9:90 Appellates' brief of insurers in *Travelers Cas. & Sur. Co. v. Ala. Gas Corp.* (2012 WL 5930457)
§ 9:91 Appellate brief of Alabama Gas Corp. in *Travelers Cas. & Sur. Co. v. Ala. Gas Corp.* (2012 WL 1515005)
§ 9:92 Insurers reply brief in *Travelers Cas. & Sur. Co. v. Ala. Gas Corp.* (2012 WL 2053345)
§ 9:93 Background on briefs in Olin Corp. v. American Home Assur. Co., 704 F.3d 89 (2d Cir. 2012)
§ 9:94 Background on briefs in *In re Matter of Complaint of Settoon Towing, LLC.*
§ 9:95 Principal brief of appellees (umbrella insurers) in *In re Matter of Complaint of Settoon Towing, LLC*
§ 9:96 Brief of Appellant (Insured) in *In re Matter of Complaint of Settoon Towing, LLC*
§ 9:97 Background on competing briefs in *City of Evansville v. U.S. Fidelity and Guar. Co.*
§ 9:98 Appellant's (insured's) brief in *City of Evansville v. U.S. Fidelity and Guar. Co.*
§ 9:99 Appellee's (insurer's) brief in *City of Evansville v. U.S. Fidelity and Guar. Co.*
§ 9:100 Background on competing briefs in *Wilson Mut. Ins Co. v. Falk,* __ N.W. 2d __, 2013 WL 6480760 (Wis. App.)
§ 9:101 Policyholders' appellant's brief in *Wilson Mut. Ins. Co. v. Falk,* 2013 WL 3829177
§ 9:102 Insurers' appellate brief in *Wilson Mut. Ins. Co. v. Falk,* 2013 WL 4103507
§ 9:103 Policyholders' appellate reply brief in *Wilson Mut. Ins. Co. v. Falk,* 2013 WL 4552664
§ 9:104 Background on competing briefs in *Phillips v. Parmelee,* 351 Wis. 2d 758, 840 N.W. 2d 713 (Wis. 2013)
§ 9:105 Appellate brief of buyers in *Phillips v. Parmelee,* 351 Wis. 2d 758, 840 N.W. 2d 713 (Wis. 2013) (Brief, 2013 WL 3387741)
§ 9:106 Appellee's (insurer's) brief in *Phillips v. Parmelee,* 351 Wis. 2d 758, 840 N.W. 2d 713 (Wis. 2013) (Brief, 2013 WL 3895115)
§ 9:107 Appellants' (buyers') reply brief in *Phillips v. Parmelee,* 351 Wis. 2d 758, 840 N.W. 2d 713 (Wis. 2013) (Brief, 2013 WL 4103998)
§ 9:108 Background on competing briefs in *Federal Ins. Company v. MBL, Inc.*, 219 Cal. App. 4th 29, 160 Cal. Rptr. 3d 910 (2013)
§ 9:109 Appellant's (insured's) opening brief in *Federal Ins. Company v. MBL, Inc.*, 2011 WL 7116180
§ 9:110 Appellees' (insurers') opposition brief in *Federal Ins. Company v. MBL, Inc.*, 2011 WL 6982564
§ 9:111 Appellant's (insured's) reply brief in *Federal Ins. Company v. MBL, Inc.*, 2011 WL 909271
§ 9:112 Introduction to Briefs in Thomson Inc. v. Insurance Co. of North America, 11 N.E.3d 982 (Ind. Ct. App. 2014)
§ 9:113 Amicus Brief of United Policyholders to Indiana Supreme Court in Support of Motion to Transfer in *Thomson v. Insurance Company of North America*
§ 9:114 Amicus Brief of Insurer Trade Associations to Indiana Supreme Court In Opposition to Motion to Transfer in *Thomson v. Insurance Company of North America*

§ 9:115 Introduction to Briefs in Plastics Engineering Co. v. Liberty Mut. Ins. Co., 2009 WI 13, 315 Wis. 2d 556, 759 N.W.2d 613 (2009)
§ 9:116 Amicus Brief (to Wis. Supreme Court) of London Market Insurers in Support of Insurers' Pro-Rata Approach to Allocation
§ 9:117 Amicus Brief (to Seventh Circuit) of Wisconsin Utilities Association In Support of Insureds' All-Sums Approach to Allocation (to 7th Circuit)
§ 9:118 Introduction to Briefs in Auto Flat Car Crushers, Inc. v. Hanover Ins. Co., 469 Mass. 813, 17 N.E.3d 1066 (2014)
§ 9:119 Amicus Brief of Massachusetts Insurance Federation In Support of Insurer's Position That Insured's Acceptance of Full Reimbursement Extinguished Insured's Consumer Protection Statutory Claim
§ 9:120 Amicus Brief of Massachusetts Academy of Trial Attorneys in Support of Insured's Position that Insured's Acceptance of Full Reimbursement Did Not End Its Consumer Protection Statutory Claim
§ 9:121 Introduction to Briefs in Liberty Mutual Ins. Co. v. Ash Grove Cement Co. U.S. Ct. of App., 9th Cir. Nos 13-35900; 13-35905;14-35298 (Appeal of Ash Grove Cement Co. v. Liberty Mut. Ins. Co.—, 2010 WL 3894119 (D. Or. 2010)) (unpublished)
§ 9:122 Defendant Insurer's Memorandum of Points and Authorities In Support of Motion for Partial Summary Judgment in *Ash Grove Cement Company v. Liberty Mutual Insurance Company*
§ 9:123 Amicus Curiae Ninth Circuit Brief In Support of Insured—*Appellee in Liberty Mutual Insurance Company v. Ash Grove Cement Company*
§ 9:124 Background on Competing Briefs In In re Deepwater Horizon, 2015 A.M.C. 1491, 2015 WL 674744 (Tex. 2015)
§ 9:125 Appellant's (BP's) Brief on the Merits in In Re Deepwater Horizon
§ 9:126 Appellees (London Market's) Brief on the Merits in In Re Deepwater Horizon
§ 9:127 Appellant's (BP's) Reply Brief In In Re Deepwater Horizon
§ 9:128 Background On Competing Briefs In OneBeacon America Ins. Co. v. Narragansett Elec. Co., 87 Mass. App. Ct. 417, 31 N.E.3d 1143 (2015)
§ 9:129 Brief of Appellant (Insured) In One Beacon America Ins. Co. v. Narragansett Electric Co.
§ 9:130 Brief of Appellate (Insurer) In One Beacon American Ins. Co. v. Narragansett Electric Co.
§ 9:131 Brief of Third-Party Defendants—Appellees—Cross Appellants (London Market) In One Beacon America Ins. Co. v. Narragansett Electric Co.
§ 9:132 Background on Insured's Brief in *Whitney v. Vermont Mutual Insurance Company* (Pollution exclusion: Broad v. Narrow Interpretation, and Bed Bug Pesticide is a Pollutant)
§ 9:133 Appellee's (Insured's) Brief in *Whitney v. Vermont Mutual Insurance Company* (Pollution exclusion: Broad v. Narrow Interpretation, and Bed Bug Pesticide is a Pollutant)
§ 9:134 Background on Competing Briefs in *Connors v. Zurich American Insurance Company (*Legionella pneumophila bacteria are not "pollutants" under the definition of a pollution endorsement to a liability policy)
§ 9:135 Brief of Plaintiff—Appellant (Insured) In *Connors v. Zurich American Insurance Company* (Legionella pneumophila bacteria are not "pollutants" under the definition of a pollution endorsement to a liability policy)
§ 9:136 Brief of Defendant—Appellee (Insurer) In *Connors v. Zurich American Insurance Company* (Legionella pneumophila bacteria are not "pollutants" under the definition of a pollution endorsement to a liability policy)

§ 9:137 Reply Brief of Plaintiff—Appellant (Insured) In *Connors v. Zurich American Insurance Company* (Legionella pneumophila bacteria are not "pollutants" under the definition of a pollution endorsement to a liability policy)
§ 9:138 Background on competing briefs—*In Viking, Pump, Inc. & Warren Pumps, LLC, Insurance Appeals [Allocation: Pro rata v. All Sums, Exhaustion: Horizontal v. Vertical, Impact of Non-cumulation/Prior Insurance Clauses]*
§ 9:139 Excess insurers' opening brief in *In Re Viking Pump. Inc.*
§ 9:140 Insured's answering brief in *In Re Viking Pump. Inc.*
§ 9:141 Excess insurers' reply brief in *In Re Viking Pump. Inc.*
§ 9:142 Background on Competing Briefs in R.T. Vanderbilt Company, Inc. v. Hartford Accident and Indemnity Company, 171 Conn. App. 61, 2017 WL 810704 (2017) (allocation)
§ 9:143 Brief of Amicus Curiae, United Policyholders in Support of Plaintiff-Appellant-Cross-Appellee's Brief on the Merits
§ 9:144 Brief of Amicus Curiae, the Complex Insurance Claims Litigation Association in Support of Defendants-Appellees-Cross-Appellate, Mt. McKinley Insurance Company
§ 9:145 Background on competing briefs in Continental Casualty Company v. Indian Head Industries, Incorporated, 666 Fed. Appx. 456 (6th Cir. 2016) (Mich. Law) (Allocation).
§ 9:146 Brief of Continental Casualty Company and Columbian Casualty, Plaintiffs-Appellees v. Indian Head Industries, Inc., Defendant-Appellant
§ 9:147 Brief for Appellant Indian Head Industries, Inc. Continental Casualty Company and Columbian Casualty Company Plaintiffs-Appellees v. Indian Head Industries, Inc. Defendant-Appellant
§ 9:148 Background on Competing Amici Curiae Briefs in General Refractories Company v. First State Insurance Co, 855 F.3d 152 (3d Cir. 2017) (Asbestos Exclusion)
§ 9:149 Brief of Amicus Curiae United Policyholders in Support of Plaintiff-Appellee General Refractories
§ 9:150 Brief of Amicus Curiae American Insurance Association and Complex Insurance Claims Litigation Association in Support of Appellant Travelers Casualty & Surety Co.
§ 9:151 Background on Competing Briefs in Zhaoyun Xia v. ProBuilders Specialty Insurance Company RRG, 188 Wash. 2d 171, 393 P.3d 748 (2017) (carbon monoxide is a "pollutant," negligent installation of a water heater is an "occurrence," efficient proximate cause and the duty to defend, and insurer's attempts—Via contract—To circumvent state law supporting the efficient proximate cause rule, bad faith).
§ 9:152 Petitioner's (Insured Assignee's) Answer to Amicus Briefs in Xia v. ProBuilders Specialty Insurance Company
§ 9:153 Respondent's (Insurer's) Answer to Amicus Briefs in Xia v. ProBuilders Specialty Insurance Company
§ 9:154 Background on Amicus Brief in Pennsylvania Manufacturers' Association Insurance Company v. Johnson Matthey, Inc., 160 A.3d 285 (Pa. Commw. Ct. 2017) (Trigger of coverage).
§ 9:155 Amicus Brief in Opposition to Pennsylvania Manufacturers' Association Insurance Company's Appeal
§ 9:156 Background on Competing Briefs on Hiland Partners GP Holdings, LLC v. National Union Fire Insurance Company of Pittsburgh, PA, 847 F.3d 594, 83 Env't. Rep. Cas. (BNA) 2069 (8th Cir. 2017) (N.D. law) (Pollution Exclusion).

§ 9:157 Opening Brief of Plaintiffs—Appellants (Insureds) in Hiland Partners, GP Holdings, LLC v. National Union Fire Insurance Company of Pittsburgh, PA
§ 9:158 Brief of Appellee (Insurer) in Hiland Partners, GP Holdings, LLC v. National Union Fire Insurance Company of Pittsburgh, PA
§ 9:159 Reply Brief of Plaintiffs—Appellants (Insureds) in Hiland Partners, GP Holdings, LLC v. National Union Fire Insurance Company of Pittsburgh, PA
§ 9:160 Background on competing briefs in Longhorn Gasket and Supply Company v. United States Fire Insurance Company, 698 Fed. Appx. 774 (5th Cir. 2017) (Texas law) (Unpublished) (absolute/total pollution exclusion's application to asbestos bodily injury claims, horizontal v. vertical exhaustion, and proof of bodily injury.)
§ 9:161 Opening brief of appellant (excess insurer) in Longhorn Gasket and Supply Company v. United States Fire Insurance Company, 2016 WL 3251953
§ 9:162 Brief of appellee (primary insurer) in Longhorn Gasket and Supply Company v. United States Fire Insurance Company, 2016 WL 4271823
§ 9:163 Background on competing briefs in Southern Nevada TBA Supply Company v. Universal Underwriters Insurance Company, 699 Fed. Appx. 652 (9th Cir. 2017) (Nev. law) (Unpublished) (Absolute/Total Pollution, duty to defend, standard for dismissal of all causes of action without leave to amend, bad faith, and violation of unfair claims practices act)
§ 9:164 Appellant's (Insured's) opening brief in Southern Nevada TBA Supply Co. v. Universal Underwriters Insurance Co., 2016 WL 1319344
§ 9:165 Appellee's (Insurer's) answering brief in Southern Nevada TBA Supply Co. v. Universal Underwriters Insurance Co., 2016 WL 3067303
§ 9:166 Appellant's (Insured B's) reply brief in Southern Nevada TBA Supply Co. v. Universal Underwriters Insurance Co., 2016 WL 3208039
§ 9:167 Background on Competing Briefs in Montrose Chemical Corporation of California v. S.C (Canadian Universal Insurance Company), 225 Cal. Rptr. 3d 796, 406 P.3d 327 (Cal. 2017) (Vertical v. Horizontal Exhaustion Stacking).
§ 9:168 Answer to Insured's Petition for Review in Montrose Chemical Corp. of California v. Superior Court (Cosa NB of Los Angeles), 2017 WL 5010815
§ 9:169 Insured's combined reply in support of petition for Review,Montrose chemical Corp. of California v. Superior Court (County of Los Angeles), 2017 WL 5502441
§ 9:170 Insured's opening brief on the merits in Montrose Chemical Corporation of California v. Superior Court (County of Los Angeles)
§ 9:171 Insurers' answering brief on the merits in Montrose Chemical Corporation of California v. Superior Court (County of Los Angeles)
§ 9:172 Insured's reply brief on the merits in Montrose Chemical Corporation of California v. Superior Court (County of Los Angeles)
§ 9:173 Background on competing briefs in Evanston Insurance Company v. Sandersville Railroad Company, 2019 WL 495131 (11th Cir. 2019) (unpublished) (Absolute/Total Pollution Exclusion)
§ 9:174 Brief of appellant (insured) in Evanston Insurance Company v. Sandersville Railroad Company
§ 9:175 Brief of appellee (insurer) in Evanston Insurance Company v. Sandersville Railroad Company
§ 9:176 Background on Competing Briefs in Colony Insurance Company v. First Specialty Insurance Corporation, 2019 WL 396894 (Miss. 2019) (Voluntary Payments)

§ 9:177 Brief of defendant-appellee (excess liability insurer) in response to brief of amicus curiae, complex insurance claims litigation association
§ 9:178 Brief of amicus curiae complex insurance claims association in support of appellant (primary CGL insurer (settling insurer))
§ 9:179 Background on Competing Briefs in Lubrizol Advanced Materials, Inc. v. National Union Fire Insurance Company of Pittsburgh, PA., Before the Ohio Supreme Court, on consideration of the Certified Question of State Law from the U.S. District Court, Northern District of Ohio, Eastern Division Case No. 1:17-CV-01782. (Issue: Allocation (All sums v. Pro rata)
§ 9:180 Background on competing briefs in *Lubrizol Advanced Materials, Inc. v. National Union Fire Insurance Company of Pittsburgh, PA.,* 2020 WL 1943212 (Ohio)
§ 9:181 Merit Brief of Petitioner (Insured) Lubrizol Advanced Materials, Inc.
§ 9:182 Merit Brief of Respondent (Insurer) National Union Fire Insurance Company of Pittsburgh, PA.
§ 9:183 Reply Brief of Petitioner Lubrizol Advanced Materials, Inc.
§ 9:184 Merit Brief of Amici Curiae Complex Insurance Claims Litigation Association in Support of Respondent (Insurer) National Union Fire Insurance Company of Pittsburgh, PA. in Lubrizol Advanced Materials, Inc. v, National Union Fire Insurance Company of Pittsburgh, PA.
§ 9:185 Background on competing briefs in Jalbert as Trustee of Vernon Tort Claims Trust v. XL Insurance America, Inc., 808 Fed. Appx. 561 (9th Cir. 2020) (Cal, law) (unpublished)
§ 9:186 Appellant's (Insured's) opening brief,2019 WL 4805514 Jalbert as Trustee of Vernon Tort Claims Trust v. XL Insurance America, Inc., 808 Fed. Appx. 561 (9th Cir. 2020)
§ 9:187 Appellee (Insurer's) Answering Brief, 2019 WL 6457067 (Jalbert as Trustee of Vernon Tort Claims Trust v. XL Insurance America, Inc.)
§ 9:188 Appellant's (Insured's) Reply Brief, 2019 WL 924133 (Jalbert as Trustee of Vernon Tort Claims Trust v. XL Insurance America, Inc.)
§ 9:189 Under Florida law, in special situations, an insurer can rely on extrinsic evidence to defeat coverage, such as when the underlying plaintiff tries to plead around the pollution exclusion by not identifying her bodily injury or what caused her bodily injury
§ 9:190 Appellant's (Insured's) Opening Brief, 2020 WL 995404 (BB6 Design Build, LLC v. Southern Owners Insurance Company)
§ 9:191 Appellee (Insurer's) Answering Brief, 2020 WL 1684068 (BB6 Design Build, LLC v. Southern Owners Insurance Company)
§ 9:192 Appellant's (Insurer's) Reply Brief, 2020 WL 2125433 (BB6 Design Build, LLC v. Southern Owners Insurance Company)
§ 9:193 Background on Competing Briefs in *HDI Global v. Phillips 66 Co.*, 2021 WL 1115634 (2d Cir. 2021) (unpublished) (Issues: Pollution Exclusion's Product Liability Exception to the Pollution Exclusion as Applied to MtBE claims, Standards for Overturning an Arbitration Panel's Award)
§ 9:194 Brief of Petitioner-Appellant (Insured) in *HDI Global SE v. Phillips 66 Company*, 2020 WL 5352361
§ 9:195 Reply Brief of Respondent-Appellee (Insured) in *HDI Global SE v. Phillips 66 Company,* 2020 WL 5943603
§ 9:196 Background on Briefs in *Central Laundry, LLC v. Illinois Union Insurance Company,* 2022 WL 47616 (E.D. Va. 2022) (Insured filed claim for lost revenue and remediation expenses when business operations were suspended by state order in response to COVID-19 pandemic)
§ 9:197 Opening Brief of Appellants (Insureds) in *Central Laundry, LLC v. Illinois Union Insurance Company*

§ 9:198 Background on Competing Briefs in *Topp's Mechanical Inc. v. Kinsale Insurance Co.,* 968 F.3d 854 (8th Cir. 2020) (Issues: Waiver and Estoppel Under a Claims-Made Policy ("Time Element Pollution Endorsement"))
§ 9:199 Appellant's (Insured's) Brief in *Topp's Mechanical, Inc. v. Kinsale Insurance Company,* 2019 WL 2869996
§ 9:200 Appellee's (Insurer's) Answer Brief in *Topp's Mechanical, Inc. v. Kinsale Insurance Company,* 2019 WL 4228673
§ 9:201 Appellant's (Insured's) Reply Brief in *Topp's Mechanical, Inc. v. Kinsale Insurance Company,* 2019 WL 5070167
§ 9:202 Background on Competing Briefs in *Radiator Specialty Company v. Arrowood Indemnity Co*. (Benzene Exposure Bodily Injury Coverage Dispute: Allocation, Exhaustion, and Trigger)
§ 9:203 Amicus Curiae Brief of United Policyholders in Support of Insured in *Radiator Specialty Company v. Arrowood Indemnity Company,* 2021 WL 5815843
§ 9:204 Amicus Curiae Brief of Complex Insurance Claims Association and American Property Casualty Insurance Association in Support of Insurers in *Radiator Specialty Company v. Arrowood Indemnity Company*, 2021 WL 4843909
§ 9:205 Insurer's (National Union of Pittsburgh, Pa.'s) Appellee's and Cross-Appellant's Brief in *Radiator Specialty Company v. Arrowood Indemnity Company*, 2021 WL 5913878
§ 9:206 Background on Competing Briefs in Zurn LLC. v. Allstate Insurance Co., 75 F.4th 321 (3d Cir. 2023) (Grounds for (Interlocutory Appeal of a Summary Judgment Motion/Partial Summary Judgment Motion Regarding the Duty to Defend)
§ 9:207 Principal Brief of The Excess Insurer—Appellant in Zurn LLC v Allstate Insurance Co, 2022 WL 16833312
§ 9:208 Opposition Brief of the Insured—Appellee in Zurn LLC. Allstate Insurance Co., 2022 WL 17486563
§ 9:209 Background on Competing Briefs in James River Casualty Company v. UniControl, Inc. 2023 WL 4543487 (6th Cir.) (Ohio and Ind. Law) (Unpublished) (Continuous or Progressive injury & Damage (aka "Claims in Progress") Exclusion)
§ 9:210 Brief of Insurer (Plaintiff-Appellee) in James River Casualty Company v. UniControl, Inc., 2023 WL 1929650
§ 9:211 Brief of Insured (Defendant and Appellant) in James River Casualty Company v. UniControl, Inc, 2023 WL 166971
§ 9:212 Reply of Insured (Defendant and Appellant) in James River Casualty Company v. UniControl, Inc., 2023 WL 2354386
§ 9:213 Background on Pro-Insured Amicus Curiae Briefs in Starr Surplus Lines Insurance Company v. 8th Judicial District Court of the State of Nevada
§ 9:214 Insurer's Appellate Brief in Starr Surplus Lines Insurance Co. v. Eighth Judicial District Court of the State of Nevada
§ 9:215 Insured's Appellee Brief in Starr Surplus Lines Insurance Co. v. Eighth Judicial District of the State of Nevada
§ 9:216 Insurer's Reply Brief in Starr Surplus Lines Insurance Co. v Eighth Judicial District of the State of Nevada
§ 9:217 Background on Competing Briefs in Wesco Insurance Company v. Brad Ingram Construction (Under California law the release of toxic dust clouds during the removal of wildfire debris is not a polluting event and thus the insurer has a duty to defend.)
§ 9:218 Appellant's (Insured's) Opening Brief in Wesco Insurance Company v. Brad Ingram Construction, 2023 WL 1420098

§ 9:219 Appellee's (Insurer's) Answering Brief in Wesco Insurance Company v. Brad Ingram Construction, 2023 WL 2716475
§ 9:220 Appellant's (Insured's) Reply Brief in Wesco Insurance Company v. Brad Ingram Construction, 2023 WL 3046761
§ 9:221 Background on competing briefs in Estate of Wheeler v. Garrison Insurance Company ___ P.3d ___, 2025 WL 649695 (Under Alaska Law, the Exclusion Does Not Apply to Household Carbon Monoxide Bodily Injury/ Wrongful Death Claims)
§ 9:222 Insured's assignee's (Plaintiff and Appellant's) opening brief in Estate of Wheeler v. Garrison Property and Casualty Company, 2023 WL 11023026
§ 9:223 Insurer's (Defendant and Appellee's) opposition brief in Estate of Wheeler v. Garrison Property and Casualty Company, 2024 WL 2956532
§ 9:224 Insured assignee's (Plaintiff and Appellant's) reply brief in Estate of Wheler v. Garrison Property and Casualty Company, 2024 WL 2956534
§ 9:225 Background on competing briefs in Aloha Petroleum, Ltd. v. National Union Fire Insurance Company of Pittsburgh, 155 Haw. 108, 557 P.3d 837 (2024). (Hawaii Supreme Issues Mixed Ruling: The Total Pollution Exclusion Applies Only to Traditional Environmental Pollution (Pro-Insured), but the Exclusion Applies to Bar Coverage for Climate Change Claims (Based on Greenhouse Gas (GHG) Emissions) as GHG Emissions Are Traditional Environmental Pollution (pro-Insurer) and an "Accident" As Used in a CGL Policy's Definition of an "Occurrence" Includes a Petroleum Company's Allegedly Reckless Conduct in Producing Fossil Fuels Contributing to Climate Change.)
§ 9:226 Plaintiff and appellant's (Insured's) opening brief in Aloha Petroleum, Inc. V. National Union Fire Insurance Company of Pittsburgh, Pa., 2023 WL 11826499
§ 9:227 Defendant and appellee's (Insurer's) answering brief in Aloha Petroleum, Inc. v. National Union fire Insurance Company of Pittsburgh, Pa., 2024 WL 3178116
§ 9:228 Amicus curiae's brief in support of insured in Aloha Petroleum, Inc. v. National Union Fire Insurance Company of Pittsburgh, PA., 2024 WL 3178119
§ 9:229 Defendant and appellee's (Insurer's) brief in response to amicus curiae's united policyholder's brief in support of insured in Aloha Petroleum, Inc. v. Mational Union Fire Insurance Company of Pittsburgh, PA., 2024 WL 3178121.
§ 9:230 Background on competing briefs in Zurich American Insurance Company v. Burlington Northern and Santa Fe Railway Company, 2025 WL 807496 (Tex. App.) (Unpublished) (Under Texas Law, Asbestos Bodily Injury Claims Are One Occurrence, But, for Purposes of Summary Judgment, the Policies in Issue Were Not Exhausted, No Exclusions (Including the Completed Operations Exclusion) Barred Defense Coverage, Premises Liability Was Invoked, and the Insurer Was Not entitled to Recupment of Defense Costs
§ 9:231 Opening Brief of Plaintiff and Appellant (Insurer) in Zurich American Insurance Company v. Burlington Northern and Santa Fe Railway Company
§ 9:232 Opposition Brief of Defendant and Appellee (Insured) in Zurich American Insurance Company v. Burlington Northern and Santa Fe Railway Company
§ 9:233 Reply Brief of Plaintiff and Appellant (Insurer) in Zurich American Insurance Company v. Burlington Northern and Santa Fe Railway Company
§ 9:234 Background on Competing Briefs in Erie Insurance Exchange v. Shri

Bramani (Under Kentucky Law, the Total Pollution Exclusion Applies to Bar Coverage for Gasoline Leaks from USTs onto Neighboring Property)
§ 9:235 Opening Brief of Plaintiff and Appellant (Insurer) in Erie Insurance Exchange v. Shri Bramani
§ 9:236 Opposing Brief of Defendant and Appellee (Insured) in Erie Insurance Exchange v. Shri Bramani
§ 9:237 Reply Brief of Plaintiff and Appellant (Insurer) in Erie Insurance Exchange v. Shri Bramani
§ 9:238 Background on Competing Briefs in *Chisolm Plaza, LLC v. Cincinnati Insurance Company,* 2025 WL 1178099 (10th Cir.) (N.M. law) (Unpublished), reversing, *Chisolm Village Plaza, LLC v. Travelers Commercial insurance Company*, 621 F. Supp.3d 1195 (D. N.M. 2022) [Absolute/Total Pollution Exclusion—Tenth Circuit Holds the Insurers Had No Duty to Defend—It Reverses the New Mexico Federal District Court's "*Erie* Guess" that the New Mexico Supreme Court Would Follow the Indiana Supreme Court's Pro-Insured Approach to the Absolute and Total Pollution Exclusions]
§ 9:239 *Defendant-Appellant Fidelity and Guaranty Insurance Underwriter's Principal Brief in Chisolm Village Plaza, LLC v. Cincinnati Insurance Company*, 2023 WL 8703502
§ 9:240 *Co-Defendant-Appellant's Cincinnati Insurance Company's Brief in Chisolm Village Plaza, LC v. Cincinnati Insurance Company*, 2023 WL 8703483
§ 9:241 Complex Insurance Claims Litigation Association's Amicus Curiae Brief (In Support of Insurers) in *Chisholm Village Plaza, LCC v. Cincinnati Insurance Company*, 2023 WL 8934539
§ 9:242 Plaintiff- Appellee (insured's) Consolidated Response Brief in *Chisolm Village Plaza, LLC v. Cincinnati Insurance Company*, 2024 WL 578711
§ 9:243 Defendant-Appellant's Cincinnati Insurance Company's Reply Brief in *Chisholm Village Plaza, LLC v. Cincinnati Insurance Company*, 2024 WL 1069829

Volume 4

§ 9:244 Defendant-Appellant's Fidelity and Guaranty Insurance Underwriter's Reply Brief in *Chisholm Village Plaza, LLC v. Cincinnati Insurance Company*, 2024 WL 1069827
§ 9:245 Background on Competing Briefs in *Truck Insurance Exchange v. Federal Insurance Company: Primary CGL Insurer v. Excess Umbrella Liability Insurer Asbestos Bodily Injury Coverage Dispute (Under California Law, Voluntariness of Excess Liability Insurer' s Contribution to Defense Costs; the Limits of the Litigation Privilege.)*
§ 9:246 Plaintiff—Appellant's (Primary CGL Insurer's) Opening Brief in *Truck Insurance Exchange v. Federal Insurance Company*, 2024 WL 3167149
§ 9:247 Defendant-Respondent's (Excess Umbrella Liability Insurer's) Brief in *Truck Insurance Exchange v. Federal Insurance Company*, 2024 WL 4233974
§ 9:248 Plaintiff-Appellant's (Primary CGL Insurer's) Reply Brief in *Truck Insurance Exchange v. Federal Insurance Company*, 2024 WL 5185308
§ 9:249 Background on Insurer's Briefs *in L.A. Terminals, Inc. v. United National Insurance Company*, 2025 WL 1024392, *2 (9th Cir.) (Cal. law) (Unpublished) [Under California Law (1) if the Underlying Complaint Does Not Foreclose the Possibility that One or More Sudden Discharges May Have Contributed to the Pollution in Issue, the Primary Liability Insurer Has a Duty to Defend Despite the Exclusion; (2) a Reservation of

Rights Letter Based on the Sudden and Accidental Pollution Exclusion, Triggers the Insured's Right to Independent Defense Counsel, (3) An Insured Does Not Fail to Mitigate Its Damages by Declining Its Excess Insurer's Offer to Defend Against the Underlying Lawsuit If the Excess Policy Has "Burning Limits" (aka "Declining Limits"); (4) An Insurer is Entitled to a Jury Trial on the Reasonableness of Defense Costs the Insured Has Incurred Because of the Insurer's Breach of Contract (Refusal to Defend); and (5) An Insurer is Not Entitled to a Jury Trial on the Reasonableness of Ongoing and Prospective Defense Costs.]

§ 9:250 Defendant-Appellant's (Insurer's) Opening Brief in *L.A. Terminals, Inc. v. United National Insurance Company*, 2024 WL 1404716

§ 9:251 Defendant-Appellant's (Insurer's) Reply Brief in *L.A. Terminals, Inc. v. United National Insurance Company*, 2024 WL 6466076

§ 9:252 Background on Competing Appellate Briefs in *Protopapas v. Travelers Casualty and Surety Company,* 446 S.C. 39, 916 S.E.2d 644 (S.C. App. 2025) [*U*nder South Carolina Law, (1) the All-Sums Approach is Applied to Long-Tail Claims (Such as Those for Asbestos Bodily Injury) (2) the Insurer Bears the Burden of Proving that An Asbestos Bodily Injury Claim Falls Within the Products and Completed Operations Hazards to Which the Aggregate Limits of CGL policies Apply; and (3) the Asbestos Bodily Injury Claims Against the Insured Resulted from Multiple Occurrences Under the Policies at Issue, thus Entitling the Insured to Multiple "Per Occurrence" Limits of Liability to Satisfy Its Asbestos Liabilities.]

§ 9:253 Defendant-Appellant's (Insurer's) Brief in *Protopapas v. Travelers Casualty and Surety Company*, 2022 WL 1056784

§ 9:254 Plaintiff-Appellee's (Insured's) Brief in *Protopapas v. Travelers Casualty and Surety Company*, 2022 WL 1056783

§ 9:255 Defendant-Appellant's (Insurer's) Reply Brief in *Protopapas v. Travelers Casualty and Surety Company*, 2022 WL 1056785

§ 9:256 Background on Competing Briefs in *May v. Cooper/T. Smith Stevedoring Company, Inc.*, 421 So.3d 211 (La. App. 2025) [Under Louisiana Law, (1) an Exclusion Cannot be Enforced (At Least as a Matter of Law) Without Primary Evidence that the Policy Included the Exclusion, and (2) a "36-month Exclusion" Does Not Bar Claims for Asbestos Bodily Injury.]

§ 9:257 Plaintiff-Appellant's (Insured's) Opening Brief in *May v. Cooper/T Smith Stevedoring Company, Inc.*, 2024 WL 2877282

§ 9:258 Defendant-Appellee's (Insurer's) Brief in *May v. Cooper/T Smith Stevedoring Company, Inc.*, 2024 WL 3247577

§ 9:259 Plaintiff-Appellant's (Insured's) Reply Brief in *May v. Coper/T Smith Stevedoring Company, Inc.*, 2024 WL 3551919

§ 9:260 Background on Competing Briefs in *Evanston Insurance Company v. Nooter, LLC*, 129 F.4th 494 (8th Cir. 2025) [Eighth Circuit—Based on Claims Preclusion ("Res Judicata")—Rules Against Insurer in Asbestos Bodily Injury Coverage Dispute as Claims Not Fully Litigated in State Court May Not Be Re-asserted in Federal Court (Holds Insurer's New Tender of Policy Limits an Attempt to Relitigate its Duty to Defend and Indemnify)]

§ 9:261 Plaintiff-Appellant's (insurer's) Brief in *Evanston Insurance Company v. Nooter, LLC*, 2024 WL 290512

§ 9:262 Defendant-Appellee's (Insured's) Brief in *Evanston Insurance Company v. Nooter, LLC*, 2024 WL 1404676

§ 9:263 Plaintiff-Appellant's (Insurer's) Reply Brief in *Evanston Insurance Company v. Nooter, LLC*, 2024 WL 1978444

CHAPTER 10. SETTLEMENT AGREEMENTS

§ 10:1 Sample policy buy-back (buy-out)

§ 10:2 Second sample policy buy-back (buy-out)
§ 10:3 Sample modified environmental buy-out
§ 10:4 Sample site release agreement
§ 10:5 Sample claim release agreement ("litigation release" only)

SURVEY OF RECENT CASES

Appendix E. Fall 2026 Survey

Table of Laws and Rules

Table of Cases

Index