

IN THE SUPREME COURT OF THE STATE OF NEVADA

ZURICH AMERICAN INS. CO.,  
et al.

*Plaintiffs - Appellants*

v.

IRONSHORE SPECIALTY INS.  
CO.

*Defendant - Respondent*

Case No.: 81428

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APPELLANTS' APPENDIX  
Volume I

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*Assurance Co. of America v. Ironshore Spec. Ins. Co.*  
Case No. 81428

**Appellants' Appendix – Index**

<u>Volume</u>	<u>Description</u>	<u>Page</u>
6	Amended Third Party Complaint filed in Seven Hills, Exhibit 36 in Support of Zurich's Motion for Summary Judgment	1259-1272
16-17	Answer and Third Party Complaint in the <i>Garcia</i> action dated September 30, 2010, Exhibit 98 in Support of Ironshore's Motion for Summary Judgment	3999-4021
13	Answer and Third-Party Complaint filed by William Lyon Homes, Inc. on February 18, 2011, in the <i>Stallion Mountain</i> action, Exhibit 58 in Support of Ironshore's Motion for Summary Judgment	3191-3208
1	Answer of Ironshore to First Amended Complaint filed 04/02/15	0046-0087
1	Answer of Ironshore to Second Amended Complaint filed 10/14/15	0132-0180
18	Answer of KB Home Nevada Inc. and Third-Party Complaint filed on November 23, 2010, in the <i>Sanchez</i> action, Exhibit 118 in Support of Ironshore's Motion for Summary Judgment	4272-4309
16	Answer to Complaint for Damages and Third-Party Complaint filed by D.W. Arnold, Inc. on May 31, 2013, in the <i>Clark</i> action, Exhibit 91 in Support of Ironshore's Motion for Summary Judgment	3848-3871
8-20	Appendix (Exs. 1-162) In Support of Ironshore's Motion for Summary Judgment filed 09/19/16	1955-1970 3085-3100 4071-4086
1-8	Appendix (Exs. 1-75) In Support of Zurich's Motion for Partial Summary Judgment filed 09/16/16	0211-0214
9	Burkett & Wong preliminary defects list August 1, 2008, Exhibit 8 in Support of Ironshore's Motion for Summary Judgment	2151-2154
5	Chapter 40 Notice served in Mohan, Exhibit 33 in Support of Zurich's Motion for Summary Judgment	1236-1238

20	Claim Summary Report for Cedco/ <i>Anthem</i> dated November 11, 2013 , Exhibit 142 in Support of Ironshore's Motion for Summary Judgment	4756-4762
20	Claim Summary Report for Cedco/ <i>Mohan</i> dated February 1, 2012 , Exhibit 144 in Support of Ironshore's Motion for Summary Judgment	4769-4773
20	Claim Summary Report for Cedco/ <i>Seven Hills</i> dated February 4, 2013 , Exhibit 143 in Support of Ironshore's Motion for Summary Judgment	4763-4768
20	Claim Summary Report for Champion Masonry/ <i>Marcel</i> dated August 11, 2014 , Exhibit 158 in Support of Ironshore's Motion for Summary Judgment	4880-4884
20	Claim Summary Report for Debard Plumbing/ <i>Drost</i> dated November 21, 2012 , Exhibit 145 in Support of Ironshore's Motion for Summary Judgment	4774-4778
20	Claim Summary Report for Debard Plumbing/ <i>Lino</i> dated August 26, 2014 , Exhibit 147 in Support of Ironshore's Motion for Summary Judgment	4800-4804
20	Claim Summary Report for Debard Plumbing/ <i>Wikey</i> dated December 2, 2013 , Exhibit 149 in Support of Ironshore's Motion for Summary Judgment	4837-4842
20	Claim Summary Report for JP Construction/ <i>Casallas</i> dated August 20, 2014 , Exhibit 156 in Support of Ironshore's Motion for Summary Judgment	4872-4875
20	Claim Summary Report for Laird Whipple/ <i>Bennett</i> dated September 27, 2012 , Exhibit 151 in Support of Ironshore's Motion for Summary Judgment	4845-4850
20	Claim Summary Report for PR Construction/ <i>Boyer</i> dated May 19, 2014 , Exhibit 160 in Support of Ironshore's Motion for Summary Judgment	4891-4895
20	Claim Summary Report for R.A.M.M. Corporation/ <i>Sanchez</i> dated February 25, 2013 , Exhibit 159 in Support of Ironshore's Motion for Summary Judgment	4885-4890
20	Claim Summary Report for Stewart & Sundell/ <i>Anthem</i> dated February 10, 2014 , Exhibit 153 in Support of Ironshore's Motion for Summary Judgment	4854-4859
20	Claim Summary Report for Stewart & Sundell/ <i>Stallion Mountain</i> dated July 8, 2011 , Exhibit 154 in Support of Ironshore's Motion for Summary Judgment	4860-4865

20	Claim Summary Report for Stewart & Sundell/ <i>Sun City</i> dated July 24, 2012, Exhibit 155 in Support of Ironshore's Motion for Summary Judgment	4866-4871
20	Claim Summary Report for Universal Framing/ <i>Clark</i> dated November 14, 2013, Exhibit 157 in Support of Ironshore's Motion for Summary Judgment	4876-4879
18	Close of Escrow Matrix, Exhibit 128 in Support of Ironshore's Motion for Summary Judgment	4496-4498
5	Complaint filed in Anthem, Exhibit 31 in Support of Zurich's Motion for Summary Judgment	1192-1216
7	Complaint filed in Anthem, Exhibit 56 in Support of Zurich's Motion for Summary Judgment	1597-1621
6-7	Complaint filed in Bennett, Exhibit 52 in Support of Zurich's Motion for Summary Judgment	1499-1534
6	Complaint filed in Casallas, Exhibit 50 in Support of Zurich's Motion for Summary Judgment	1456-1479
7-8	Complaint filed in Clark, Exhibit 62 in Support of Zurich's Motion for Summary Judgment	1717-1753
6	Complaint filed in Drost, Exhibit 44 in Support of Zurich's Motion for Summary Judgment	1369-1382
6	Complaint filed in Marcel, Exhibit 42 in Support of Zurich's Motion for Summary Judgment	1341-1355
5-6	Complaint filed in Seven Hills, Exhibit 35 in Support of Zurich's Motion for Summary Judgment	1242-1258
7	Complaint filed in Stallion Mountain, Exhibit 58 in Support of Zurich's Motion for Summary Judgment	1641-1651
7	Complaint filed in Sun City, Exhibit 60 in Support of Zurich's Motion for Summary Judgment	1672-1683
6	Complaint filed in Wikey, Exhibit 48 in Support of Zurich's Motion for Summary Judgment	1427-1439
11	Complaint filed on December 29, 2011, in the Lino action, Exhibit 27 in Support of Ironshore's Motion for Summary Judgment	2588-2599
9	Complaint filed on February 3, 2011, in <i>Anthem</i> action, Exhibit 5 in Support of Ironshore's Motion for Summary Judgment	2104-2128



14	Complaint filed on January 22, 2010, in the <i>Sun City</i> action, Exhibit 66 in Support of Ironshore's Motion for Summary Judgment	3285-3296
17	Complaint filed on January 5, 2012, in the <i>Marcel</i> action, Exhibit 110 in Support of Ironshore's Motion for Summary Judgment	4121-4135
12	Complaint filed on March 3, 2008 in the <i>Bennett</i> action, Exhibit 40 in Support of Ironshore's Motion for Summary Judgment	2835-2899
16	Complaint filed on May 20, 2013, in the <i>Clark</i> action, Exhibit 90 in Support of Ironshore's Motion for Summary Judgment	3810-3847
11	Complaint filed on October 23, 2012, in the <i>Drost</i> action, Exhibit 22 in Support of Ironshore's Motion for Summary Judgment	2543-2554
13	Complaint filed on September 18, 2009, in the <i>Stallion Mountain</i> action, Exhibit 57 in Support of Ironshore's Motion for Summary Judgment	3180-3190
13	Complaint for Damages filed on February 3, 2011, in the <i>Anthem</i> action, Exhibit 52 in Support of Ironshore's Motion for Summary Judgment	3113-3137
17	Correspondence between Midlands and Ironshore dated November 1, 2012, Exhibit 106 in Support of Ironshore's Motion for Summary Judgment	4087-4090
8	Declaration of Mary Frances Nolan In Support of Ironshore's Motion for Summary Judgment filed 09/19/16	1896-1948
8	Declaration of Philip D. Witte In Support of Ironshore's Motion for Summary Judgment filed 09/19/16	1949-1954
1	Declaration of William Reeves In Support of Zurich's Motion for Partial Summary Judgment filed 09/16/16	0205-0210
8	Declaration William C. Morison In Support of Ironshore's Motion for Summary Judgment filed 09/19/16	1890-1895
5	Denial Letter (Cedco/Anthem), Exhibit 14 in Support of Zurich's Motion for Summary Judgment	1005-1017

5	Denial Letter (Cedco/Mohan), Exhibit 15 in Support of Zurich's Motion for Summary Judgment	1018-1026
5	Denial Letter (Cedco/Seven Hills), Exhibit 16 in Support of Zurich's Motion for Summary Judgment	1027-1035
5	Denial Letter (Centex Homes/Garcia), Exhibit 17 in Support of Zurich's Motion for Summary Judgment	1036-1049
5	Denial Letter (Champion Masonry/Marcel), Exhibit 18 in Support of Zurich's Motion for Summary Judgment	1050-1059
5	Denial Letter (Debard Plumbing/Drost), Exhibit 19 in Support of Zurich's Motion for Summary Judgment	1060-1072
5	Denial Letter (Debard Plumbing/Lino), Exhibit 20 in Support of Zurich's Motion for Summary Judgment	1073-1081
5	Denial Letter (Debard Plumbing/Wikey), Exhibit 21 in Support of Zurich's Motion for Summary Judgment	1082-1090
5	Denial Letter (JP Construction/Casallas), Exhibit 22 in Support of Zurich's Motion for Summary Judgment	1091-1103
5	Denial Letter (JP Construction/Casallas), Exhibit 23 in Support of Zurich's Motion for Summary Judgment	1104-1116
5	Denial Letter (Laird Whipple/Bennett), Exhibit 24 in Support of Zurich's Motion for Summary Judgment	1117-1125
5	Denial Letter (Laird Whipple/Bennett), Exhibit 25 in Support of Zurich's Motion for Summary Judgment	1126-1134
5	Denial Letter (PR Construction/Boyer), Exhibit 26 in Support of Zurich's Motion for Summary Judgment	1135-1147
5	Denial Letter (Stewart & Sundell), Exhibit 29 in Support of Zurich's Motion for Summary Judgment	1172-1180
5	Denial Letter (Stewart & Sundell/Anthem), Exhibit 27 in Support of Zurich's Motion for Summary Judgment	1148-1159
5	Denial Letter (Stewart & Sundell/Stallion Mountain), Exhibit 28 in Support of Zurich's Motion for Summary Judgment	1160-1171
5	Denial Letter (Universal Framing/Clark), Exhibit 30 in Support of Zurich's Motion for Summary Judgment	1181-1191
16	Disclaimer letter from Certus to Universal Framing dated July 12, 2013, Exhibit 94 in Support of Ironshore's Motion for Summary Judgment	3880-3890

10	Disclaimer letter from Midlands to Cedco dated December 21, 2011, Exhibit 20 in Support of Ironshore's Motion for Summary Judgment	2472-2480
9-10	Disclaimer letter from Midlands to Cedco dated March 11, 2013, Exhibit 11 in Support of Ironshore's Motion for Summary Judgment	2240-2252
17	Disclaimer letter from Midlands to Champion Masonry dated September 15, 2010, Exhibit 103 in Support of Ironshore's Motion for Summary Judgment	4060-4068
11	Disclaimer letter from Midlands to Debard Plumbing dated January 25, 2011, Exhibit 36 in Support of Ironshore's Motion for Summary Judgment	2665-2673
11	Disclaimer letter from Midlands to Debard Plumbing dated November 5, 2012, Exhibit 26 in Support of Ironshore's Motion for Summary Judgment	2575-2587
11	Disclaimer letter from Midlands to Debard Plumbing dated December 13, 2011, Exhibit 33 in Support of Ironshore's Motion for Summary Judgment	2630-2638
14	Disclaimer letter from Midlands to Helm & Associates dated August 26, 2010, Exhibit 62 in Support of Ironshore's Motion for Summary Judgment	3256-3264
10	Disclaimer letter from Midlands to Helm & Associates dated April 26, 2010, Exhibit 17 in Support of Ironshore's Motion for Summary Judgment	2388-2396
15	Disclaimer letter from Midlands to JP Construction dated June 21, 2012, for policy effective February 18, 2008-2009, Exhibit 85 in Support of Ironshore's Motion for Summary Judgment	3656-3668
15	Disclaimer letter from Midlands to JP Construction dated June 21, 2012, for policy effective February 18, 2009-2010, Exhibit 86 in Support of Ironshore's Motion for Summary Judgment	3669-3681
15	Disclaimer letter from Midlands to JP Construction dated June 21, 2012, for policy effective February 18, 2010-2011, Exhibit 87 in Support of Ironshore's Motion for Summary Judgment	3682-3694
14	Disclaimer letter from Midlands to Koeller Nebeker and disclaimer letter from Midlands to Helm & Associates dated May 28, 2010, Exhibit 70 in Support of Ironshore's Motion for Summary Judgment	3340-3356

17	Disclaimer letter from Midlands to Lee, Hernandez law firm dated November 6, 2012 , Exhibit 107 in Support of Ironshore's Motion for Summary Judgment	4091-4104
12	Disclaimer letter from Midlands to Southwest Foundations dated May 27, 2011 for policy effective April 15, 2010-2011, Exhibit 46 in Support of Ironshore's Motion for Summary Judgment	2941-2950
12	Disclaimer letter from Midlands to Southwest Foundations dated May 27, 2011 for policy effective April 15, 2009-2010, Exhibit 45 in Support of Ironshore's Motion for Summary Judgment	2933-2941
13	Disclaimer letter from Midlands to Stewart & Sundell dated November 17, 2009, Exhibit 51 in Support of Ironshore's Motion for Summary Judgment	3101-3112
11	Email from Zurich to Midlands dated November 29, 2011, Exhibit 31 in Support of Ironshore's Motion for Summary Judgment	2624-2625
20	Excerpt from claim notes of Plaintiffs' adjuster regarding Debard Plumbing/ <i>Lino</i> dated January 25, 2012 , Exhibit 161 in Support of Ironshore's Motion for Summary Judgment	4896-4897
13	Excerpt from Claim Notes recording receipt of November 24, 2008 letter from counsel for Terravita Home Construction Company to Stewart & Sundell, Exhibit 49 in Support of Ironshore's Motion for Summary Judgment	3077-3079
18	Excerpt from the Midlands adjuster's claim notes incorporating an email dated August 22, 2012 , Exhibit 127 in Support of Ironshore's Motion for Summary Judgment	4494-4495
19	Excerpt from the Midlands adjuster's claim notes incorporating an email dated August 22, 2012 , Exhibit 130 in Support of Ironshore's Motion for Summary Judgment	4517-4518
13	Excerpt of Midlands Claim Notes for this claim, Exhibit 55 in Support of Ironshore's Motion for Summary Judgment	3162-3165
14	Excerpt of Midlands Claim Notes, Exhibit 64 in Support of Ironshore's Motion for Summary Judgment	3269-3271
8	Excerpts of Deposition of Ironshore PMK taken in NV1, Exhibit 66 in Support of Zurich's Motion for Summary Judgment	1786-1801

8	Excerpts of Deposition of Ironshore PMK taken in this case, Exhibit 67 in Support of Zurich's Motion for Summary Judgment	1802-1836
19	Excerpts of October 2, 2015 certified deposition transcript of Bettyann Canzone , Exhibit 140 in Support of Ironshore's Motion for Summary Judgment	4714-4722
19-20	Excerpts of October 2, 2015 certified deposition transcript of Bryan Key , Exhibit 141 in Support of Ironshore's Motion for Summary Judgment	4723-4755
19	Excerpts of September 28, 2015 certified deposition transcript of Andra Byrd , Exhibit 135 in Support of Ironshore's Motion for Summary Judgment	4559-4579
19	Excerpts of September 28, 2015 certified deposition transcript of Brett Richardt , Exhibit 136 in Support of Ironshore's Motion for Summary Judgment	4580-4632
19	Excerpts of September 28, 2015 certified deposition transcript of Douglas Westhoff , Exhibit 137 in Support of Ironshore's Motion for Summary Judgment	4633-4662
19	Excerpts of September 29, 2015 certified deposition transcript of Rachael Crammer , Exhibit 138 in Support of Ironshore's Motion for Summary Judgment	4663-4687
19	Excerpts of September 29, 2015 certified deposition transcript of Elizabeth Del Rosario , Exhibit 139 in Support of Ironshore's Motion for Summary Judgment	4688-4713
9	Excerpts of various Subcontracts between Cedco and Terravita Home Construction, Exhibit 9 in Support of Ironshore's Motion for Summary Judgment	2155-2235
15	First Amended Class Action Construction Defect Complaint filed on January 7, 2011, in the <i>Casallas</i> action, Exhibit 74 in Support of Ironshore's Motion for Summary Judgment	3520-3534
6	First Amended Complaint filed in Garcia, Exhibit 37 in Support of Zurich's Motion for Summary Judgment	1273-1304
6	First Amended Complaint filed in Lino, Exhibit 46 in Support of Zurich's Motion for Summary Judgment	1396-1408
17-18	First Amended Complaint filed on November 1, 2010, in the <i>Sanchez</i> action , Exhibit 117 in Support of Ironshore's Motion for Summary Judgment	4240-4271

16	First Amended Construction Complaint filed on September 8, 2010, in the <i>Garcia</i> action, Exhibit 97 in Support of Ironshore's Motion for Summary Judgment	3957-3998
20	First page of declaration pages of policies insuring Tom Hopson dba Universal Framing or Universal Framing LLC issued by one or more Plaintiffs , Exhibit 162 in Support of Ironshore's Motion for Summary Judgment	4898-4903
20	Homeowner Matrix for Laird Whipple/ <i>Bennett</i> , Exhibit 152 in Support of Ironshore's Motion for Summary Judgment	4851-4853
15	Homeowners Matrixes (2) , Exhibit 81 in Support of Ironshore's Motion for Summary Judgment	3621-3643
17	Homeowners/Close of Escrow Matrix, Exhibit 99 in Support of Ironshore's Motion for Summary Judgment	4022-4036
4	Ironshore Policy No. 000115801 (PR Construction), Exhibit 10 in Support of Zurich's Motion for Summary Judgment	0762-0818
18	Ironshore policy no. 000115801, issued to PR Construction Corporation, for the policy period of January 31, 2010, to January 31, 2011 , Exhibit 123 in Support of Ironshore's Motion for Summary Judgment	4392-4449
3	Ironshore Policy No. 000143201 (JP Construction), Exhibit 6 in Support of Zurich's Motion for Summary Judgment	0521-0573
14-15	Ironshore policy no. 000143201 for policy period of February 18, 2010, to February 18, 2011, Exhibit 73 in Support of Ironshore's Motion for Summary Judgment	3466-3519
4	Ironshore Policy No. 000167401 (Stewart & Sundell), Exhibit 12 in Support of Zurich's Motion for Summary Judgment	0880-0942
2	Ironshore Policy No. 000194200 (Cedco), Exhibit 2 in Support of Zurich's Motion for Summary Judgment	0278-0340
8-9	Ironshore policy no. 000194200 for policy period of April 1, 2010, to April 1, 2011, Exhibit 3 in Support of Ironshore's Motion for Summary Judgment	1976-2039
9	Ironshore policy no. 000194200 for policy period of June 1, 2009, to April 1, 2010, Exhibit 4 in Support of Ironshore's Motion for Summary Judgment	2040-2103

3	Ironshore Policy No. 000242101 (Laird Whipple), Exhibit 8 in Support of Zurich's Motion for Summary Judgment	0637-0702
12	Ironshore policy no. 000242101 for policy period of April 15, 2010, to April 15, 2011, Exhibit 39 in Support of Ironshore's Motion for Summary Judgment	2768-2834
13	Ironshore policy no. 00167401 for policy period of March 1, 2010, to March 1, 2011, Exhibit 48 in Support of Ironshore's Motion for Summary Judgment	3013-3076
2-3	Ironshore Policy No. 00CQE0905001 (JP Construction), Exhibit 5 in Support of Zurich's Motion for Summary Judgment	0465-0520
14	Ironshore policy no. 00CQE0905001 for policy period of February 18, 2009, to February 18, 2010, Exhibit 72 in Support of Ironshore's Motion for Summary Judgment	3408-3465
4-5	Ironshore Policy No. 00T960905001 (Universal Framing), Exhibit 13 in Support of Zurich's Motion for Summary Judgment	0943-1004
15-16	Ironshore policy no. 00T960905001 for policy period of October 13, 2009, to October 13, 2010, Exhibit 89 in Support of Ironshore's Motion for Summary Judgment	3747-3809
3-4	Ironshore Policy No. 00XXV0905001 (PR Construction), Exhibit 9 in Support of Zurich's Motion for Summary Judgment	0703-0761
18	Ironshore policy no. 00XXV0905001, issued to PR Construction Corporation, for the policy period of January 31, 2009, to January 31, 2010, Exhibit 122 in Support of Ironshore's Motion for Summary Judgment	4332-4391
2	Ironshore Policy No. 011040905001 (Champion Masonry), Exhibit 3 in Support of Zurich's Motion for Summary Judgment	0341-0403
16	Ironshore policy no. 011040905001 for policy period of May 31, 2009, to May 31, 2010, Exhibit 95 in Support of Ironshore's Motion for Summary Judgment	3891-3954
2	Ironshore Policy No. 0110N0905001 (Debard Plumbing), Exhibit 4 in Support of Zurich's Motion for Summary Judgment	0404-0464

10-11	Ironshore policy no. 0110N0905001 for policy period of April 6, 2009, to April 6, 2010, Exhibit 21 in Support of Ironshore's Motion for Summary Judgment	2481-2542
4	Ironshore Policy No. 012A80905001 (Stewart & Sundell), Exhibit 11 in Support of Zurich's Motion for Summary Judgment	0819-0879
12-13	Ironshore policy no. 012A80905001 for policy period of March 1, 2009, to March 1, 2010, Exhibit 47 in Support of Ironshore's Motion for Summary Judgment	2951-3012
3	Ironshore Policy No. 017BW0905001 (Laird Whipple), Exhibit 7 in Support of Zurich's Motion for Summary Judgment	0574-0636
11-12	Ironshore policy no. 017BW0905001 for policy period of April 15, 2009, to April 15, 2010, Exhibit 38 in Support of Ironshore's Motion for Summary Judgment	2704-2767
1-2	Ironshore Policy No. 018ER0905001 (Cedco), Exhibit 1 in Support of Zurich's Motion for Summary Judgment	0215-0277
17	Ironshore policy no. IRH 00V6P085001, issued to R.A.M.M. Corporation, for the policy period of November 15, 2008, to November 15, 2009 , Exhibit 115 in Support of Ironshore's Motion for Summary Judgment	4168-4224
19	Ironshore's Amended Notices of Deposition dated August 28, 2015, Exhibit 133 in Support of Ironshore's Motion for Summary Judgment	4537-4549
19	Ironshore's Notice of Deposition dated September 11, 2015 , Exhibit 134 in Support of Ironshore's Motion for Summary Judgment	4550-4558
8	Judgment entered in NV1, Exhibit 65 in Support of Zurich's Motion for Summary Judgment	1784-1785
21	Judgment filed 08/24/17	5050-5050
11	Letter from Castronova Law Offices to Ironshore dated September 27, 2011, Exhibit 29 in Support of Ironshore's Motion for Summary Judgment	2617-2620
17	Letter from Certus Claims to Lukestar Corp. dba Champion Masonry dated August 6, 2013 , Exhibit 114 in Support of Ironshore's Motion for Summary Judgment	4155-4167



	Letter from Certus to Ironshore dated August 6, 2013 , Exhibit 113 in Support of Ironshore's Motion for Summary Judgment	4152-4154
16	Letter from Certus to Ironshore dated July 12, 2013, Exhibit 93 in Support of Ironshore's Motion for Summary Judgment	3877-3879
17	Letter from counsel for Centex to Champion Masonry dated November 20, 2009, Exhibit 100 in Support of Ironshore's Motion for Summary Judgment	4037-4053
11	Letter from counsel for K&M Homes to Debard Plumbing dated October 11, 2010, Exhibit 34 in Support of Ironshore's Motion for Summary Judgment	2639-2660
19	Letter from counsel for PR Construction to Midlands dated October 4, 2012 , Exhibit 132 in Support of Ironshore's Motion for Summary Judgment	4532-4536
15	Letter from Dallas National Insurance Company's counsel to United Specialty Insurance Company dated June 12, 2012, Exhibit 77 in Support of Ironshore's Motion for Summary Judgment	3579-3582
10	Letter from Helm & Associates to Ironshore and others dated September 24, 2009, Exhibit 14 in Support of Ironshore's Motion for Summary Judgment	2285-2380
13	Letter from Helm & Associates to Ironshore date September 18, 2009, Exhibit 56 in Support of Ironshore's Motion for Summary Judgment	3166-3179
19	Letter from Ironshore to PR Construction dated August 29, 2012, Exhibit 131 in Support of Ironshore's Motion for Summary Judgment	4519-4531
17	Letter from KB Home Nevada, Inc.'s counsel to Midlands Claim Administrators dated October 29, 2012, Exhibit 116 in Support of Ironshore's Motion for Summary Judgment	4225-4239
14	Letter from Koeller Nebeker to Stewart & Sundell dated September 25, 2008, Exhibit 65 in Support of Ironshore's Motion for Summary Judgment	3272-3284
10	Letter from Midlands to Ironshore dated April 26, 2010, Exhibit 16 in Support of Ironshore's Motion for Summary Judgment	2384-2387
14	Letter from Midlands to Ironshore dated August 26, 2010, Exhibit 61 in Support of Ironshore's Motion for Summary Judgment	3252-3255

11	Letter from Midlands to Ironshore dated December 13, 2011, Exhibit 32 in Support of Ironshore's Motion for Summary Judgment	2626-2629
10	Letter from Midlands to Ironshore dated December 21, 2011, Exhibit 19 in Support of Ironshore's Motion for Summary Judgment	2468-2471
11	Letter from Midlands to Ironshore dated January 25, 2011, Exhibit 35 in Support of Ironshore's Motion for Summary Judgment	2661-2664
15	Letter from Midlands to Ironshore dated June 20, 2012, for policy effective February 18, 2010-2011, Exhibit 84 in Support of Ironshore's Motion for Summary Judgment	3652-3655
15	Letter from Midlands to Ironshore dated June 21, 2012, for policy effective February 18, 2008-2009, Exhibit 82 in Support of Ironshore's Motion for Summary Judgment	3644-3647
15	Letter from Midlands to Ironshore dated June 21, 2012, for policy effective February 18, 2009-2010, Exhibit 83 in Support of Ironshore's Motion for Summary Judgment	3648-3651
9	Letter from Midlands to Ironshore dated March 11, 2013, Exhibit 10 in Support of Ironshore's Motion for Summary Judgment	2236-2239
12	Letter from Midlands to Ironshore dated May 27, 2011 for policy effective April 15, 2009- 2010, Exhibit 43 in Support of Ironshore's Motion for Summary Judgment	2925-2928
12	Letter from Midlands to Ironshore dated May 27, 2011 for policy effective April 15, 2010-2011, Exhibit 44 in Support of Ironshore's Motion for Summary Judgment	2929-2932
18	Letter from Midlands to Ironshore dated November 14, 2012 , Exhibit 119 in Support of Ironshore's Motion for Summary Judgment	4310-4313
13	Letter from Midlands to Ironshore dated November 17, 2009, Exhibit 50 in Support of Ironshore's Motion for Summary Judgment	3080-3084
11	Letter from Midlands to Ironshore dated November 5, 2012, Exhibit 25 in Support of Ironshore's Motion for Summary Judgment	2571-2574

17	Letter from Midlands to Ironshore dated September 15, 2010, Exhibit 102 in Support of Ironshore's Motion for Summary Judgment	4056-4059
18	Letter from Midlands to R.A.M.M. Corporation dated November 14, 2012, Exhibit 120 in Support of Ironshore's Motion for Summary Judgment	4314-4326
13	Letter from Stallion Mountain Homeowners' Association's counsel to William Lyon Homes, Inc. dated August 4, 2004, Exhibit 59 in Support of Ironshore's Motion for Summary Judgment	3209-3237
11	Letter from Zurich to Ironshore and others dated October 17, 2012, Exhibit 24 in Support of Ironshore's Motion for Summary Judgment	2568-2570
14	Letter from Zurich to Ironshore dated April 27, 2010, Exhibit 68 in Support of Ironshore's Motion for Summary Judgment	3330-3333
12	Letter from Zurich to Ironshore dated April 29, 2011, Exhibit 42 in Support of Ironshore's Motion for Summary Judgment	2922-2924
18	Letter from Zurich to Ironshore dated August 1, 2012, Exhibit 126 in Support of Ironshore's Motion for Summary Judgment	4491-4493
9	Letter from Zurich to Ironshore dated August 18, 2011 without attachments (attachments are Exhs. 5, 6 and 8), Exhibit 7 in Support of Ironshore's Motion for Summary Judgment	2148-2150
14	Letter from Zurich to Ironshore dated December 13, 2010, Exhibit 63 in Support of Ironshore's Motion for Summary Judgment	3265-3268
10	Letter from Zurich to Ironshore dated December 2, 2011, Exhibit 18 in Support of Ironshore's Motion for Summary Judgment	2397-2467
10	Letter from Zurich to Ironshore dated December 22, 2009, Exhibit 15 in Support of Ironshore's Motion for Summary Judgment	2381-2383
17	Letter from Zurich to Ironshore dated June 27, 2013, Exhibit 108 in Support of Ironshore's Motion for Summary Judgment	4105-4107
11	Letter from Zurich to Ironshore dated March 1, 2012, Exhibit 37 in Support of Ironshore's Motion for Summary Judgment	2674-2703

11	Letter from Zurich to Ironshore dated November 10, 2011, Exhibit 30 in Support of Ironshore's Motion for Summary Judgment	2621-2623
16	Letter from Zurich to Ironshore dated November 17, 2011, Exhibit 96 in Support of Ironshore's Motion for Summary Judgment	3955-3956
18	Letter from Zurich to Midlands dated December 5, 2012, Exhibit 121 in Support of Ironshore's Motion for Summary Judgment	4327-4331
13	Letter from Zurich to Midlands dated January 10, 2012, Exhibit 54 in Support of Ironshore's Motion for Summary Judgment	3157-3161
17	Litigation Escrow Matrix, Exhibit 112 in Support of Ironshore's Motion for Summary Judgment	4149-4151
17	Midlands claim note dated September 3, 2010, Exhibit 101 in Support of Ironshore's Motion for Summary Judgment	4054-4055
13-14	Midlands claim notes October 27, 2009-July 28, 2010, Exhibit 60 in Support of Ironshore's Motion for Summary Judgment	3238-3251
1	Motion for Partial Summary Judgment filed by Zurich filed 09/16/16	0181-0204
21	Motion for Relief From Judgment Filed by Zurich filed 09/20/17	5051-5056
8	Motion for Summary Judgment Filed by Ironshore filed 09/19/16	1860-1889
8	Notice of Acceptance of Offer filed in NV1, Exhibit 64 in Support of Zurich's Motion for Summary Judgment	1778-1783
21	Notice of Appeal filed 10/08/18	5083-5083
21	Notice of New Case Authority Filed by Ironshore filed 11/02/16	5012-5042
1	Notice of Removal filed 03/12/15	0001-0045
20-21	Opposition of Ironshore To Zurich's Motion for Partial Summary Judgment filed 10/11/16	4936-4965
21	Opposition of Ironshore to Zurich's Motion for Relief filed 10/04/17	5057-5066

20	Opposition of Zurich To Ironshore's Motion for Summary Judgment filed 10/11/16	4904-4935
21	Order Accepting Certified Questions filed 09/11/20	5103-5104
21	Order Certifying Question filed 07/02/20	5084-5102
21	Order Denying Motion filed 09/18/18	5076-5082
21	Order on Motions for Summary Judgment filed 08/24/17	5043-5049
10	Plaintiffs' Complaint filed on April 12, 2011, in <i>Seven Hills</i> action, Exhibit 12 in Support of Ironshore's Motion for Summary Judgment	2253-2269
8	Plaintiffs' Supplemental Disclosures, dated October 14, 2015, Exhibit 2 in Support of Ironshore's Motion for Summary Judgment	1972-1975
18-19	Portions of subcontracts stating PR Construction Corporation's scope of work , Exhibit 129 in Support of Ironshore's Motion for Summary Judgment	4499-4516
20	Preliminary Cost of Repair for Claim Summary Report for Debard Plumbing/ <i>Drost</i> , Exhibit 146 in Support of Ironshore's Motion for Summary Judgment	4779-4799
8	Printout - Nevada Secretary of State website, Exhibit 75 in Support of Zurich's Motion for Summary Judgment	1857-1859
8	Printout - Nevada State Contractors Board website, Exhibit 74 in Support of Zurich's Motion for Summary Judgment	1855-1856
8	Proof of Service of Subpoena - Centex Homes, Exhibit 71 in Support of Zurich's Motion for Summary Judgment	1845-1846
8	Proof of Service of Subpoena - Champion Masonry, Exhibit 70 in Support of Zurich's Motion for Summary Judgment	1843-1844
20	Reconstruction Cost Guides and Estimates for Debard Plumbing/ <i>Lino</i> June 2013 , Exhibit 148 in Support of Ironshore's Motion for Summary Judgment	4805-4836
20-21	Reply of Ironshore To Zurich's Motion for Summary Judgment filed 10/28/16	4992-5011

21	Reply of Zurich To Ironshore's Motion for Summary Judgment filed 10/28/16	4966-4991
21	Reply of Zurich to Opposition To Motion for Relief filed 10/11/17	5067-5075
6	Report issued as to Garcia, Exhibit 41 in Support of Zurich's Motion for Summary Judgment	1337-1340
17	Reserved, Exhibit 104 in Support of Ironshore's Motion for Summary Judgment	4069-4069
17	Reserved, Exhibit 105 in Support of Ironshore's Motion for Summary Judgment	4070-4070
8	Response to Subpoena - Centex Homes, Exhibit 73 in Support of Zurich's Motion for Summary Judgment	1849-1854
8	Response to Subpoena - Champion Masonry, Exhibit 72 in Support of Zurich's Motion for Summary Judgment	1847-1848
1	Second Amended Complaint filed 09/28/15	0088-0131
8	Second Amended Complaint, filed September 28, 2015. (See Docket No. 25.), Exhibit 1 in Support of Ironshore's Motion for Summary Judgment	1971-1971
16	Subcontract Agreement (excerpts) between D.W. Arnold, Inc. and Universal Framing, Exhibit 92 in Support of Ironshore's Motion for Summary Judgment	3872-3876
15	Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. dated April 7, 2000, Exhibit 78 in Support of Ironshore's Motion for Summary Judgment	3583-3599
15	Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. dated September 27, 2000, Exhibit 79 in Support of Ironshore's Motion for Summary Judgment	3600-3611
15	Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. dated February 12, 2002, Exhibit 80 in Support of Ironshore's Motion for Summary Judgment	3612-3620
17	Subcontract between The Developers of Nevada, LLC and Champion Masonry dated April 20, 2001, Exhibit 109 in Support of Ironshore's Motion for Summary Judgment	4108-4120

20	Subcontractor Allocation (cost of repair) for Debard Plumbing/ <i>Wikey</i> dated December 17, 2012 , Exhibit 150 in Support of Ironshore's Motion for Summary Judgment	4843-4844
8	Subpoena - Centex Homes, Exhibit 69 in Support of Zurich's Motion for Summary Judgment	1840-1842
8	Subpoena - Champion Masonry, Exhibit 68 in Support of Zurich's Motion for Summary Judgment	1837-1839
14	Sun City Anthem – Lot Listing – Duplexes, Exhibit 69 in Support of Ironshore's Motion for Summary Judgment	3334-3339
6	Tender Letter in Garcia, Exhibit 39 in Support of Zurich's Motion for Summary Judgment	1328-1331
6	Tender Letter in Garcia, Exhibit 40 in Support of Zurich's Motion for Summary Judgment	1332-1336
5	Tender Letter served in Mohan, Exhibit 34 in Support of Zurich's Motion for Summary Judgment	1239-1241
15	Third Amended Class Action Construction Defect Complaint filed on August 29, 2011, in the <i>Casallas</i> action, Exhibit 75 in Support of Ironshore's Motion for Summary Judgment	3535-3559
7	Third Amended Complaint filed in Boyer, Exhibit 54 in Support of Zurich's Motion for Summary Judgment	1557-1579
18	Third Amended Complaint filed May 14, 2012, in the <i>Boyer</i> action , Exhibit 124 in Support of Ironshore's Motion for Summary Judgment	4450-4473
18	Third Party Complaint filed by PN II, Inc., on May 22, 2012, in the <i>Boyer</i> action , Exhibit 125 in Support of Ironshore's Motion for Summary Judgment	4474-4490
5	Third Party Complaint filed in Anthem, Exhibit 32 in Support of Zurich's Motion for Summary Judgment	1217-1235
7	Third Party Complaint filed in Anthem, Exhibit 57 in Support of Zurich's Motion for Summary Judgment	1622-1640
7	Third Party Complaint filed in Bennett, Exhibit 53 in Support of Zurich's Motion for Summary Judgment	1535-1556
7	Third Party Complaint filed in Boyer, Exhibit 55 in Support of Zurich's Motion for Summary Judgment	1580-1596

6	Third Party Complaint filed in Casallas, Exhibit 51 in Support of Zurich's Motion for Summary Judgment	1480-1498
8	Third Party Complaint filed in Clark, Exhibit 63 in Support of Zurich's Motion for Summary Judgment	1754-1777
6	Third Party Complaint filed in Garcia, Exhibit 38 in Support of Zurich's Motion for Summary Judgment	1305-1327
6	Third Party Complaint filed in Lino, Exhibit 47 in Support of Zurich's Motion for Summary Judgment	1409-1426
6	Third Party Complaint filed in Marcel, Exhibit 43 in Support of Zurich's Motion for Summary Judgment	1356-1368
7	Third Party Complaint filed in Stallion Mountain, Exhibit 59 in Support of Zurich's Motion for Summary Judgment	1652-1671
7	Third Party Complaint filed in Sun City, Exhibit 61 in Support of Zurich's Motion for Summary Judgment	1684-1716
6	Third Party Complaint filed in Wikey, Exhibit 49 in Support of Zurich's Motion for Summary Judgment	1440-1455
6	Third Party Complaint, Exhibit 45 in Support of Zurich's Motion for Summary Judgment	1383-1395
12	Third-Party Complaint filed by American West Homes, Inc. on November 14, 2008 in the <i>Bennett</i> action, Exhibit 41 in Support of Ironshore's Motion for Summary Judgment	2900-2921
10	Third-Party Complaint filed by Cedco, Inc. on March 27, 2012, in the <i>Seven Hills</i> action, Exhibit 13 in Support of Ironshore's Motion for Summary Judgment	2270-2284
14	Third-Party Complaint filed by Del Webb Communities, Inc., on March 18, 2010, in the <i>Sun City</i> action, Exhibit 67 in Support of Ironshore's Motion for Summary Judgment	3297-3329
11	Third-Party Complaint filed by Lakemont Copper Hills, LLC on August 1, 2012 in the Lino action, Exhibit 28 in Support of Ironshore's Motion for Summary Judgment	2600-2616
11	Third-Party Complaint filed by Silverwing Development on December 21, 2012, in the <i>Drost</i> action, Exhibit 23 in Support of Ironshore's Motion for Summary Judgment	2555-2567



9	Third-Party Complaint filed by Terravita Home Construction Company, Inc. on June 23, 2011, in the <i>Anthem</i> action, Exhibit 6 in Support of Ironshore's Motion for Summary Judgment	2129-2147
13	Third-Party Complaint filed by Terravita Home Construction Company, Inc. on June 23, 2011, in the <i>Anthem</i> action, Exhibit 53 in Support of Ironshore's Motion for Summary Judgment	3138-3156
17	Third-Party Complaint filed by The Developers of Nevada, LLC on May 28, 2013, in the <i>Marcel</i> action , Exhibit 111 in Support of Ironshore's Motion for Summary Judgment	4136-4148
15	Third-Party Complaint filed on February 9, 2012 by Baker-Coleman Construction, Inc., in the <i>Casallas</i> action, Exhibit 76 in Support of Ironshore's Motion for Summary Judgment	3560-3578
14	United Specialty policy no. IRH00CQE0805001 for policy period of February 18, 2008, to February 18, 2009, Exhibit 71 in Support of Ironshore's Motion for Summary Judgment	3357-3407
15	United Specialty policy no. IRH00T960805001 for policy period of October 13, 2008, to October 13, 2009, Exhibit 88 in Support of Ironshore's Motion for Summary Judgment	3695-3746

WILLIAM C. MORISON (No. 9872)  
wcm@morisonprough.com  
MORISON & PROUGH, LLP  
2540 Camino Diablo, Suite 100  
Walnut Creek, CA 94597-3973  
Telephone: (925) 937-9990  
Facsimile: (925) 937-3272

Attorneys for Defendant  
IRONSHORE SPECIALTY  
INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ASSURANCE COMPANY OF	)	Case No.
AMERICA, NORTHERN INSURANCE	)	
COMPANY OF NEW YORK and	)	
AMERICAN GUARANTEE AND	)	IRONSHORE SPECIALTY
LIABILITY INSURANCE COMPANY,	)	INSURANCE COMPANY'S
	)	<u>NOTICE OF REMOVAL</u>
Plaintiffs,	)	
	)	
vs.	)	
	)	
IRONSHORE SPECIALTY	)	
INSURANCE COMPANY and DOES	)	
1-20 inclusive,	)	
	)	
Defendants.	)	

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF  
NEVADA:

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. sections 1332, 1441(a) and 1446,  
defendant Ironshore Specialty Insurance Company ("Ironshore") hereby removes to this Court the  
above-captioned state court action. Ironshore states the following grounds for removal:

1. This action was commenced on or about December 11, 2014, by the filing of a  
Complaint against Ironshore in the Clark County District Court of the State of Nevada, entitled  
*Assurance Company of America, et al. v. Ironshore Specialty Insurance Company*, No. A711027  
("the state court action"). Neither that Complaint nor summons thereon was ever served on  
Ironshore. *See Murphy Bros. v. Michetti Pipe Stringing*, 526 U.S. 344, 347-348 (1999). A First

1 Amended Complaint was filed on February 5, 2015, and a summons in the state court action and  
2 the First Amended Complaint were first served on Ironshore through the Nevada Division of  
3 Insurance on February 23, 2015.

4 2. The state court action concerns 13 underlying actions involving several hundred  
5 residences and multiple construction projects. With respect to each underlying action, Plaintiffs  
6 allege that Ironshore owes a duty to defend and/or indemnify certain entities under one or more of  
7 seven insurance policies issued by Ironshore. For each underlying action, Plaintiffs seek (1) a  
8 judicial declaration that Ironshore owes a duty to defend certain entities; (2) damages for  
9 contribution based on payments that one or more Plaintiffs allegedly made with respect to the  
10 defense and/or settlement of those underlying actions; and (3) "indemnity" based on payments  
11 that one or more Plaintiffs allegedly made with respect to the defense and/or settlement of those  
12 underlying actions. Plaintiffs in the 13 underlying actions seek millions of dollars in damages.  
13 The limits of the general liability coverage part for each of the seven Ironshore policies is  
14 \$1,000,000. Therefore, by way of these claims, the amount in controversy exceeds \$75,000,  
15 exclusive of interest and costs.

16 3. At the time the state court action was filed, each of the Plaintiffs were, and still  
17 are, a corporation organized and existing under the laws of the State of New York, with its  
18 principal place of business in the State of New York. Each Plaintiff is therefore a citizen of the  
19 State of New York.

20 4. At the time the state court action was filed, Ironshore was, and still is, a  
21 corporation organized and existing under the laws of the State of Arizona, with its principal place  
22 of business in the State of Massachusetts. Therefore, Ironshore is a citizen of both the State of  
23 Arizona and the State of Massachusetts.

24 5. The state court action is one of which the district courts of the United States have  
25 original jurisdiction under the provisions of 28 U.S.C. section 1332(a)(1), and is one which may  
26 be removed to this Court by Ironshore pursuant to the provisions of 28 U.S.C. sections 1332,  
27 1441(a), and 1446. This is a civil action between citizens of different states, complete diversity of  
28 citizenship exists between plaintiffs and defendant, and the amount in controversy exceeds the

1 sum or value of \$75,000, exclusive of interest and costs.

2 6. This Notice of Removal is filed within 30 days of the date that Ironshore was first  
3 served a copy of the summons and First Amended Complaint in the state court action. The  
4 summons and First Amended Complaint in the state court action were served on Ironshore by the  
5 Commissioner of Insurance for the State of Nevada by letter dated February 23, 2015. A true and  
6 correct copy of the letter, summons, First Amended Complaint, proof of service, and all other  
7 papers in the state court action received by Ironshore are attached hereto as Exhibit 1.

8 WHEREFORE, Ironshore hereby gives notice that the state court action is removed in its  
9 entirety from the Clark County District Court for the State of Nevada to the United States District  
10 Court for the District of Nevada.

11 Dated: March 12, 2015

Respectfully submitted,

12 MORISON & PROUGH, LLP

13  
14 By: /s/ William C. Morison  
15 William C. Morison

16 Attorneys for Defendant  
17 IRONSHORE SPECIALTY  
INSURANCE COMPANY

18  
19  
20 154851v2

# EXHIBIT 1

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

BRUCE H. BRESLOW  
Director

SCOTT J. KIPPER  
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE

2501 East Sahara Avenue, Suite 302  
Las Vegas, Nevada 89104-4137  
(702) 486-4009 • Fax (702) 486-4007  
Website: doi.nv.gov  
E-mail: insinfo@doi.nv.gov

February 24, 2015

William C. Reeves, Esq.  
Morales Fierro & Reeves  
600 S. Tonopah Drive, Suite 300  
Las Vegas, NV 89106

RE: Assurance Company of America, et al. vs. Ironshore Specialty Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A711027

Dear Mr. Reeves:

The Division received the service of process documents on February 23, 2015 regarding the above-entitled matter. Service has been completed on Ironshore Specialty Insurance Company this date and enclosed are the following:

1. A copy of our letter to Ironshore Specialty Insurance Company dated February 24, 2015;
2. A certified copy of the Proof of Service dated February 24, 2015; and
3. Your receipt in the amount of \$30.00.

Pursuant to *Nevada Revised Statutes (NRS)* 680A.260, 685A.200, and 685B.050, all documents after initial service of process may be served directly to the party.

If you have any questions regarding this service, please so advise.

Sincerely,

SCOTT J. KIPPER  
Commissioner of Insurance

By:

A handwritten signature in cursive script, appearing to read "Rhonda Kelly", is written over a horizontal line.  
RHONDA KELLY  
Service of Process Clerk

Enclosures

c: Ironshore Specialty Insurance Company

AA000005

BRIAN SANDOVAL  
*Governor*

STATE OF NEVADA

BRUCE H. BRESLOW  
*Director*

SCOTT J. KIPPER  
*Commissioner*



DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE  
2501 East Sahara Avenue, Suite 302  
Las Vegas, Nevada 89104-4137  
(702) 486-4009 • Fax (702) 486-4007  
Website: doi.nv.gov  
E-mail: insinfo@doi.nv.gov

February 24, 2015

Ironshore Specialty Insurance Company  
Attn: Domenic Serratore  
75 Federal Street, 5<sup>th</sup> Floor  
Boston, MA 02110

RE: Assurance Company of America, et al. vs. Ironshore Specialty Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A711027

Dear Mr. Serratore:

Enclosed please find the following documents: Summons - Civil and First Amended Complaint. These documents have been served upon the Commissioner of Insurance as your attorney for service of process on February 23, 2015.


The appropriate action should be taken immediately, as you may only have 30 days from the date of this service to respond.

If you have any questions regarding this service, please advise.

Sincerely,

SCOTT J. KIPPER  
Commissioner of Insurance

By:

  
RHONDA KELLY  
Service of Process Clerk

Enclosures

c: William C. Reeves, Esq.

AA000006


**PROOF OF SERVICE**

I hereby declare that on this day I served a copy of the Summons – Civil and First Amended Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

Ironshore Specialty Insurance Company  
Attn: Domenic Serratore  
75 Federal Street, 5<sup>th</sup> Floor  
Boston, MA 02110  
CERTIFIED MAIL NO. 7014 0150 0000 5227 2956

I declare, under penalty of perjury, that the foregoing is true and correct.

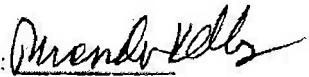
DATED this 24<sup>th</sup> day of February, 2015.

  
RHONDA KELLY  
Employee of the State of Nevada  
Department of Business and Industry  
Division of Insurance

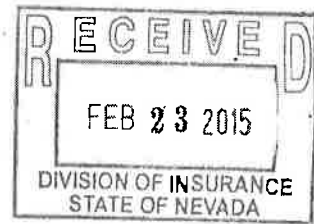
RE: Assurance Company of America, et al. vs. Ironshore Specialty Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A711027



State of Nevada, Division of Insurance  
This document on which this certificate  
is stamped is a full, true and correct  
copy of the original.

Date: 2/24/15 By: 





SUMM  
William C. Reeves  
State Bar No. 8235  
MORALES FIERRO & REEVES  
600 S. Tonopah Drive, Suite 300  
Las Vegas, Nevada 89106  
Telephone: 702/699-7822  
Facsimile: 702/699-9455

Attorneys for Plaintiffs

DISTRICT COURT  
CLARK COUNTY, NEVADA

ASSURANCE COMPANY OF AMERICA,  
NORTHERN INSURANCE COMPANY OF  
NEW YORK,

Case No.: A711027

SUMMONS

Plaintiff,

vs.

IRONSHORE SPECIALTY INSURANCE  
COMPANY and DOES 1-20 inclusive,

Defendant.

SUMMONS – CIVIL

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE  
INFORMATION BELOW.

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against you for the  
relief set forth in the Complaint.

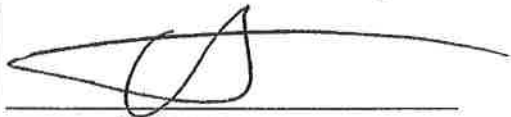
1. If you intend to defend this lawsuit, within 20 days after this Summons is served on  
you, exclusive of the day of service, you must do the following:

(a) File with the Clerk of this Court, whose address is shown below, a formal  
written response to the Complaint in accordance with the rules of the Court,  
with the appropriate filing fee.

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responses pleadings to the Complaint.

Submitted by:



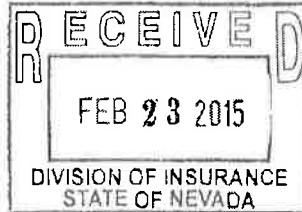
William C. Reeves  
MORALES FIERRO & REEVES  
600 S. Tonopah Drive, Suite 300  
Las Vegas, Nevada 89106  
Attorneys for Plaintiffs

CLERK OF THE COURT

By:

Deputy Clerk  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155





Electronically Filed  
02/05/2015 10:55:01 AM

CLERK OF THE COURT

1 FAC  
2 William C. Reeves – 183878  
3 State Bar No. 8235  
4 MORALES FIERRO & REEVES  
5 600 S. Tonopah Drive, Suite 300  
6 Las Vegas, NV 89106  
7 Telephone: 702/699-7822  
8 Facsimile: 702/699-9455

9 Attorneys for Plaintiffs

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

12 ASSURANCE COMPANY OF AMERICA,  
13 NORTHERN INSURANCE COMPANY OF  
14 NEW YORK and AMERICAN  
15 GUARANTEE AND LIABILITY  
16 INSURANCE COMPANY,

17 Plaintiffs,

18 vs.

19 IRONSHORE SPECIALTY INSURANCE  
20 COMPANY and DOES 1-20 inclusive,

21 Defendants.

Case No.: A711027  
Dept: XVI

FIRST AMENDED COMPLAINT

22 Plaintiffs Assurance Company of America ("Assurance"), Northern Insurance Company Of  
23 New York ("Northern") and American Guarantee and Liability Insurance Company ("American  
24 Guarantee") allege as follows:

25 1. Plaintiffs are corporations engaged in the business of issuing commercial general  
26 liability insurance policies.

27 2. On information and belief, defendant Ironshore Specialty Insurance Company  
28 ("Ironshore") is a corporation engaged in the business of issuing commercial general liability  
insurance policies.

3. Certain acts and/or omissions covered by the insurance contracts at issue herein took  
place in this judicial district. On information and belief, therefore, venue lies with this Court as a

1 substantial part of the events which are the subject and nexus of the claims asserted herein, are  
2 located and/or took place in this judicial district.

3 CAUSE OF ACTION NO. 1 - DECLARATORY RELIEF

4 Cedco - Anthem

5 4. Ironshore issued Cedco a commercial general liability policy assigned policy no.  
6 001194200 (effective 04/01/10-04/01/11) ("Ironshore-CD Policy").

7 5. On information and belief, the Ironshore-CD Policy provides that Ironshore shall  
8 defend any suit in which allegations were made of damages because of "property damage"  
9 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
10 excluded. "Property damage" is generally defined as physical injury to tangible property and  
11 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
12 exposure to substantially the same general harmful conditions.

13 6. On information and belief, the Ironshore-CD Policy also includes an IB.EX.014B  
14 Continuous or Progressive Injury endorsement ("Prior Damage Endorsement") which excludes from  
15 coverage damages which "first existed" prior to the inception of the policy.

16 7. Cedco was named as a defendant in a matter styled Anthem Country Club COA v.  
17 Terravita Home Construction Co., Clark County Case No.: A634626 ("Anthem").

18 8. Allegations were made in Anthem of damages to real property that potentially could  
19 have occurred during the time the Ironshore-CD Policy was in effect.

20 9. On behalf of Cedco, request was made that Ironshore provide a defense in Anthem.

21 10. Ironshore conducted a limited investigation in an effort to try and confirm that  
22 construction of the real property at issue in Anthem was completed prior to the inception of the  
23 Ironshore-CD Policy. Said investigation was performed in order to take the position that damages  
24 commenced no later than when construction work was completed.

25 11. Based on the belief that all construction work at issue was completed prior to the  
26 inception of any relevant policy, Ironshore disclaimed coverage to Cedco in connection with  
27 Anthem based on the assertion of the Prior Damage Endorsement.

28 12. Ironshore's assumption regarding the timing of damages so as to assert its Prior

1 Damage Endorsement is baseless and contrary to law.

2 13. Assurance issued Cedco one or more commercial general liability policies  
3 (collectively Zurich-CD Policies").

4 14. As with the Ironshore-CD Policy, the Zurich-CD Policies also provide that a defense  
5 is owed in any suit in which allegations were made of damages because of "property damage"  
6 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
7 excluded. "Property damage" is generally defined as physical injury to tangible property and  
8 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
9 exposure to substantially the same general harmful conditions.

10 15. In response to a tender, a defense was provided to Cedco in connection with Anthem.

11 16. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
12 duty to defend Cedco in connection with Anthem under the Ironshore-CD Policy.

13 17. This dispute presents an actual, present and justiciable controversy.

14 18. A judicial determination of this controversy is necessary and appropriate in order for  
15 the parties to ascertain their rights, duties and obligations regarding this dispute.

16 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

17 CAUSE OF ACTION NO. 2 - CONTRIBUTION

18 Cedco - Anthem

19 19. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
20 herein.

21 20. Sums were incurred on behalf of Cedco in connection with the Anthem matter under  
22 the Zurich-CD Policies in connection with the defense of it and/or settlement of claims.

23 21. The obligations owing under the Ironshore-CD Policy and the Zurich-CD Policies as  
24 to the Anthem matter are co-extensive and overlap as the policies afford coverage for the same  
25 risks.

26 22. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
27 excess of their equitable share.

28 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

## CAUSE OF ACTION NO. 3 - INDEMNITY

Cedco - Anthem

23. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth herein.

24. Sums were incurred on behalf of Cedco in connection with the Anthem matter under the Zurich-CD Policies in connection with the defense of it and/or settlement of claims.

25. Given the allegations of damage during the period the Ironshore-CD Policy was in effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the Ironshore-CD Policy.

26. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that were its sole obligation under the Ironshore-CD Policy.

Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

## CAUSE OF ACTION NO. 4 - DECLARATORY RELIEF

Cedco - Seven Hills

27. Ironshore issued Cedco the Ironshore-CD Policy.

28. On information and belief, the Ironshore-CD Policy provides that Ironshore shall defend any suit in which allegations were made of damages because of "property damage" potentially caused by an "occurrence," occurring during the policy period and not otherwise excluded. "Property damage" is generally defined as physical injury to tangible property and corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated exposure to substantially the same general harmful conditions.

29. On information and belief, the Ironshore-CD Policy also includes a Prior Damage Endorsement which excludes from coverage damages which "first existed" prior to the inception of the policy.

30. Cedco was named as a defendant in a matter styled Seven Hills Master COA v. Granite Silver Development Partners, LP, Clark County Case No.: A639041 ("Seven Hills").

31. Allegations were made in Seven Hills of damages to real property that potentially could have occurred during the time the Ironshore-CD Policy was in effect.

1           32.    On behalf of Cedco, request was made that Ironshore provide a defense in Seven  
2 Hills.

3           33.    Ironshore conducted a limited investigation in an effort to try and confirm that  
4 construction of the real property at issue in Seven Hills was completed prior to the inception of the  
5 Ironshore-CD Policy. Said investigation was performed in order to take the position that damages  
6 commenced no later than when construction work was completed.

7           34.    Based on the belief that all construction work at issue was completed prior to the  
8 inception of any relevant policy, Ironshore disclaimed coverage to Cedco in connection with Seven  
9 Hills based on the assertion of the Prior Damage Endorsement.

10          35.    Ironshore's assumption regarding the timing of damages so as to assert its Prior  
11 Damage Endorsement is baseless and contrary to law.

12          36.    Assurance issued Cedco the Zurich-CD Policies.

13          37.    As with the Ironshore-CD Policy, the Zurich-CD Policies also provide that a defense  
14 is owed in any suit in which allegations were made of damages because of "property damage"  
15 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
16 excluded. "Property damage" is generally defined as physical injury to tangible property and  
17 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
18 exposure to substantially the same general harmful conditions.

19          38.    In response to a tender, a defense was provided to Cedco in connection with Seven  
20 Hills.

21          39.    A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
22 duty to defend Cedco in connection with Seven Hills under the Ironshore-CD Policy.

23          40.    This dispute presents an actual, present and justiciable controversy.

24          41.    A judicial determination of this controversy is necessary and appropriate in order for  
25 the parties to ascertain their rights, duties and obligations regarding this dispute.

26               Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

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1 CAUSE OF ACTION NO. 5 - CONTRIBUTION

2 Cedco - Seven Hills

3 42. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
4 herein.

5 43. Sums were incurred on behalf of Cedco in connection with the Seven Hills matter  
6 under the Zurich-CD Policies in connection with the defense of it and/or settlement of claims.

7 44. The obligations owing under the Ironshore-CD Policy and the Zurich-CD Policies as  
8 to the Seven Hills matter are co-extensive and overlap as the policies afford coverage for the same  
9 risks.

10 45. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
11 excess of their equitable share.

12 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

13 CAUSE OF ACTION NO. 6 - INDEMNITY

14 Cedco - Seven Hills

15 46. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
16 herein.

17 47. Sums were incurred on behalf of Cedco in connection with the Seven Hills matter  
18 under the Zurich-CD Policies in connection with the defense of it and/or settlement of claims.

19 48. Given the allegations of damage during the period the Ironshore-CD Policy was in  
20 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
21 Ironshore-CD Policy.

22 49. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
23 were its sole obligation under the Ironshore-CD Policy.

24 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

25 CAUSE OF ACTION NO. 7 - DECLARATORY RELIEF

26 Debard Plumbing - Drost

27 50. Ironshore issued Debard Plumbing ("Debard") a commercial general liability policy  
28 assigned policy no. 0110N0905001 (effective 04/06/09-04/06/10) ("Ironshore-DB Policy").



1           51. On information and belief, the Ironshore-DB Policy provides that Ironshore shall  
2 defend any suit in which allegations were made of damages because of "property damage"  
3 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
4 excluded. "Property damage" is generally defined as physical injury to tangible property and  
5 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
6 exposure to substantially the same general harmful conditions.

7           52. On information and belief, the Ironshore-DB Policy also includes a Prior Damage  
8 Endorsement which excludes from coverage damages which "first existed" prior to the inception of  
9 the policy.

10          53. Debard was named as a defendant in a matter styled Drost v. Silverwing  
11 Development, Washoe County Case No.: CV12-02656 ("Drost").

12          54. Allegations were made in Drost of damages to real property that potentially could  
13 have occurred during the time the Ironshore-DB Policy was in effect.

14          55. On behalf of Debard, request was made that Ironshore provide a defense in Drost.

15          56. Ironshore conducted a limited investigation in an effort to try and confirm that  
16 construction of the real property at issue in Drost was completed prior to the inception of the  
17 Ironshore-DB Policy. Said investigation was performed in order to take the position that damages  
18 commenced no later than when construction work was completed.

19          57. Based on the belief that all construction work at issue was completed prior to the  
20 inception of any relevant policy, Ironshore disclaimed coverage to Debard in connection with Drost  
21 based on the assertion of the Prior Damage Endorsement.

22          58. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
23 Damage Endorsement is baseless and contrary to law.

24          59. Northern issued Debard one or more commercial general liability policies  
25 (collectively Zurich-DB Policies").

26          60. As with the Ironshore-DB Policy, the Zurich-DB Policies also provide that a defense  
27 is owed in any suit in which allegations were made of damages because of "property damage"  
28 potentially caused by an "occurrence," occurring during the policy period and not otherwise

1 excluded. "Property damage" is generally defined as physical injury to tangible property and  
 2 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
 3 exposure to substantially the same general harmful conditions.

4 61. In response to a tender, a defense was provided to Debard in connection with Drost.

5 62. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
 6 duty to defend Debard in connection with Drost under the Ironshore-DB Policy.

7 63. This dispute presents an actual, present and justiciable controversy.

8 64. A judicial determination of this controversy is necessary and appropriate in order for  
 9 the parties to ascertain their rights, duties and obligations regarding this dispute.

10 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

#### 11 CAUSE OF ACTION NO. 8 - CONTRIBUTION

12 Debard Plumbing - Drost

13 65. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
 14 herein.

15 66. Sums were incurred on behalf of Debard in connection with Drost under the Zurich-  
 16 DB Policies in connection with the defense of it and/or settlement of claims.

17 67. The obligations owing under the Ironshore-DB Policy and the Zurich-DB Policies as  
 18 to Drost are co-extensive and overlap as the policies afford coverage for the same risks.

19 68. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
 20 excess of their equitable share.

21 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

#### 22 CAUSE OF ACTION NO. 9 - INDEMNITY

23 Debard Plumbing - Drost

24 69. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
 25 herein.

26 70. Sums were incurred on behalf of Debard in connection with Drost under the Zurich-  
 27 DB Policies in connection with the defense of it and/or settlement of claims.

28 71. Given the allegations of damage during the period the Ironshore-DB Policy was in

1 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
2 Ironshore-DB Policy.

3 72. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
4 were its sole obligation under the Ironshore-DB Policy.

5 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

6 CAUSE OF ACTION NO. 10 - DECLARATORY RELIEF

7 Debard Plumbing - Lino

8 73. Ironshore issued Debard the Ironshore-DB Policy.

9 74. On information and belief, the Ironshore-DB Policy provides that Ironshore shall  
10 defend any suit in which allegations were made of damages because of "property damage"  
11 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
12 excluded. "Property damage" is generally defined as physical injury to tangible property and  
13 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
14 exposure to substantially the same general harmful conditions.

15 75. On information and belief, the Ironshore-DB Policy also includes a Prior Damage  
16 Endorsement which excludes from coverage damages which "first existed" prior to the inception of  
17 the policy.

18 76. Debard was named as a defendant in a matter styled Lino v. Lakemont Copper Hills,  
19 LLC, Washoe County Case No.: CV11-03683 ("Lino").

20 77. Allegations were made in Lino of damages to real property that potentially could  
21 have occurred during the time the Ironshore-DB Policy was in effect.

22 78. On behalf of Debard, request was made that Ironshore provide a defense in Lino.

23 79. Ironshore conducted a limited investigation in an effort to try and confirm that  
24 construction of the real property at issue in Lino was completed prior to the inception of the  
25 Ironshore-DB Policy. Said investigation was performed in order to take the position that damages  
26 commenced no later than when construction work was completed.

27 80. Based on the belief that all construction work at issue was completed prior to the  
28 inception of any relevant policy, Ironshore disclaimed coverage to Debard in connection with Lino

1 based on the assertion of the Prior Damage Endorsement.

2 81. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
3 Damage Endorsement is baseless and contrary to law.

4 82. Northern issued Debard the Zurich-DB Policies.

5 83. As with the Ironshore-DB Policy, the Zurich-DB Policies also provide that a defense  
6 is owed in any suit in which allegations were made of damages because of "property damage"  
7 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
8 excluded. "Property damage" is generally defined as physical injury to tangible property and  
9 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
10 exposure to substantially the same general harmful conditions.

11 84. In response to a tender, a defense was provided to Debard in connection with Lino.

12 85. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
13 duty to defend Debard in connection with Lino under the Ironshore-DB Policy.

14 86. This dispute presents an actual, present and justiciable controversy.

15 87. A judicial determination of this controversy is necessary and appropriate in order for  
16 the parties to ascertain their rights, duties and obligations regarding this dispute.

17 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

18 CAUSE OF ACTION NO. 11 - CONTRIBUTION

19 Debard Plumbing - Lino

20 88. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
21 herein.

22 89. Sums were incurred on behalf of Debard in connection with Lino under the Zurich-  
23 DB Policies in connection with the defense of it and/or settlement of claims.

24 90. The obligations owing under the Ironshore-DB Policy and the Zurich-DB Policies as  
25 to Lino are co-extensive and overlap as the policies afford coverage for the same risks.

26 91. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
27 excess of their equitable share.

28 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

## CAUSE OF ACTION NO. 12 - INDEMNITY

Debard Plumbing - Lino

92. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth herein.

93. Sums were incurred on behalf of Debard in connection with Lino under the Zurich-DB Policies in connection with the defense of it and/or settlement of claims.

94. Given the allegations of damage during the period the Ironshore-DB Policy was in effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the Ironshore-DB Policy.

95. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that were its sole obligation under the Ironshore-DB Policy.

Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

## CAUSE OF ACTION NO. 13 - DECLARATORY RELIEF

Debard Plumbing - Wikey

96. Ironshore issued Debard the Ironshore-DB Policy.

97. On information and belief, the Ironshore-DB Policy provides that Ironshore shall defend any suit in which allegations were made of damages because of "property damage" potentially caused by an "occurrence," occurring during the policy period and not otherwise excluded. "Property damage" is generally defined as physical injury to tangible property and corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated exposure to substantially the same general harmful conditions.

98. On information and belief, the Ironshore-DB Policy also includes a Prior Damage Endorsement which excludes from coverage damages which "first existed" prior to the inception of the policy.

99. Debard was named as a defendant in a matter styled Wikey v. K & M Homes of Nevada, LLC, Washoe County Case No.: CV11-01836 ("Wikey").

100. Allegations were made in Wikey of damages to real property that potentially could have occurred during the time the Ironshore-DB Policy was in effect.

1           101. On behalf of Debard, request was made that Ironshore provide a defense in Wikey.

2           102. Ironshore conducted a limited investigation in an effort to try and confirm that  
3 construction of the real property at issue in Wikey was completed prior to the inception of the  
4 Ironshore-DB Policy. Said investigation was performed in order to take the position that damages  
5 commenced no later than when construction work was completed.

6           103. Based on the belief that all construction work at issue was completed prior to the  
7 inception of any relevant policy, Ironshore disclaimed coverage to Debard in connection with  
8 Wikey based on the assertion of the Prior Damage Endorsement.

9           104. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
10 Damage Endorsement is baseless and contrary to law.

11           105. Northern issued Debard the Zurich-DB Policies.

12           106. As with the Ironshore-DB Policy, the Zurich-DB Policies also provide that a defense  
13 is owed in any suit in which allegations were made of damages because of "property damage"  
14 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
15 excluded. "Property damage" is generally defined as physical injury to tangible property and  
16 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
17 exposure to substantially the same general harmful conditions.

18           107. In response to a tender, a defense was provided to Debard in connection with Wikey.

19           108. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
20 duty to defend Debard in connection with Wikey under the Ironshore-DB Policy.

21           109. This dispute presents an actual, present and justiciable controversy.

22           110. A judicial determination of this controversy is necessary and appropriate in order for  
23 the parties to ascertain their rights, duties and obligations regarding this dispute.

24           Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

25                                   CAUSE OF ACTION NO. 14 - CONTRIBUTION

26                                   Debard Plumbing - Wikey

27           111. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
28 herein.



1 112. Sums were incurred on behalf of Debard in connection with Wikey under the Zurich-  
2 DB Policies in connection with the defense of it and/or settlement of claims.

3 113. The obligations owing under the Ironshore-DB Policy and the Zurich-DB Policies as  
4 to Wikey are co-extensive and overlap as the policies afford coverage for the same risks.

5 114. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
6 excess of their equitable share.

7 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

8 CAUSE OF ACTION NO. 15 - INDEMNITY

9 Debard Plumbing - Wikey

10 115. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
11 herein.

12 116. Sums were incurred on behalf of Debard in connection with Wikey under the Zurich-  
13 DB Policies in connection with the defense of it and/or settlement of claims.

14 117. Given the allegations of damage during the period the Ironshore-DB Policy was in  
15 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
16 Ironshore-DB Policy.

17 118. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
18 were its sole obligation under the Ironshore-DB Policy.

19 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

20 CAUSE OF ACTION NO. 16 - DECLARATORY RELIEF

21 Laird Whipple - Bennett

22 119. Ironshore issued Southwest Foundations, Inc. dba Laird Whipple ("Laird") a  
23 commercial general liability policy assigned Policy No.: 011040905001 ("Ironshore-LW Policy").

24 120. On information and belief, the Ironshore-LW Policy provides that Ironshore shall  
25 defend any suit in which allegations were made of damages because of "property damage"  
26 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
27 excluded. "Property damage" is generally defined as physical injury to tangible property and  
28 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated

1 exposure to substantially the same general harmful conditions.

2       121. On information and belief, the Ironshore-LW Policy also includes a Prior Damage  
3 Endorsement.

4       122. Laird Whipple was named as a defendant in a matter styled Bennett v. American  
5 West Homes, Inc., Clark County Case No.: A558243 ("Bennett")

6       123. Allegations were made in Bennett of damages to real property that potentially could  
7 have occurred during the time the Ironshore-LW Policy was in effect.

8       124. On behalf of Laird Whipple, request was made that Ironshore provide a defense in  
9 Bennett.

10       125. Ironshore conducted a limited investigation in an effort to try and confirm that  
11 construction of the real property at issue in Bennett was completed prior to the inception of the  
12 Ironshore-LW Policy. Said investigation was performed in order to take the position that damages  
13 commenced no later than when construction work was completed.

14       126. Based on the belief that all construction work at issue was completed prior to the  
15 inception of any relevant policy, Ironshore disclaimed coverage to Laird Whipple in connection  
16 with Bennett based on the assertion of the Prior Damage Endorsement.

17       127. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
18 Damage Endorsement is baseless and contrary to law.

19       128. Northern and Assurance issued one or more commercial general liability policies to  
20 Laird Whipple ("Zurich-LW Policies").

21       129. As with the Ironshore-LW Policy, the Zurich-LW Policies also provide that a  
22 defense is owed in any suit in which allegations were made of damages because of "property  
23 damage" potentially caused by an "occurrence," occurring during the policy period and not  
24 otherwise excluded. "Property damage" is generally defined as physical injury to tangible property  
25 and corresponding loss of use. "Occurrence" is generally defined as an accident, including the  
26 repeated exposure to substantially the same general harmful conditions.

27       130. In response to a tender, a defense was provided to Laird Whipple in connection with  
28 Bennett.



131. A dispute exists in this case regarding whether Ironshore also owed a co-extensive duty to defend Laird Whipple in connection with Bennett under the Ironshore-LW Policy.

132. This dispute presents an actual, present and justiciable controversy.

133. A judicial determination of this controversy is necessary and appropriate in order for the parties to ascertain their rights, duties and obligations regarding this dispute.

Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

#### CAUSE OF ACTION NO. 17 - CONTRIBUTION

Laird Whipple - Bennett

134. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth herein.

135. Sums were incurred on behalf of Laird Whipple in connection with Bennett under the Zurich-LW Policies in connection with the defense of it and/or settlement of claims.

136. The obligations owing under the Ironshore-LW Policy and the Zurich-LW Policies as to Bennett are co-extensive and overlap as the policies afford coverage for the same risks.

137. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in excess of their equitable share.

Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

#### CAUSE OF ACTION NO. 18 - INDEMNITY

Laird Whipple - Bennett

138. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth herein.

139. Sums were incurred on behalf of Laird Whipple in connection with Bennett under the Zurich-LW Policies in connection with the defense of it and/or settlement of claims.

140. Given the allegations of damage during the period the Ironshore-LW Policy was in effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the Ironshore-LW Policy.

141. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that were its sole obligation under the Ironshore-LW Policy.

1           Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

2                           CAUSE OF ACTION NO. 19 - DECLARATORY RELIEF

3                           Stewart and Sundell - Anthem

4           142.   Ironshore issued Stewart and Sundell a commercial general liability policy assigned  
5 policy no. 00167401 (effective 03/01/10-03/01/11) ("Ironshore-SS Policy").

6           143.   On information and belief, the Ironshore-SS Policy provides that Ironshore shall  
7 defend any suit in which allegations were made of damages because of "property damage"  
8 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
9 excluded. "Property damage" is generally defined as physical injury to tangible property and  
10 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
11 exposure to substantially the same general harmful conditions.

12           144.   On information and belief, the Ironshore-SS Policy also includes a Prior Damage  
13 Endorsement.

14           145.   Stewart and Sundell was named as a defendant in Anthem.

15           146.   Allegations were made in Anthem of damages to real property that potentially could  
16 have occurred during the time the Ironshore-SS Policy was in effect.

17           147.   On behalf of Stewart and Sundell, request was made that Ironshore provide a defense  
18 in Anthem.

19           148.   Ironshore conducted a limited investigation in an effort to try and confirm that  
20 construction of the real property at issue in Anthem was completed prior to the inception of the  
21 Ironshore-SS Policy. Said investigation was performed in order to take the position that damages  
22 commenced no later than when construction work was completed.

23           149.   Based on the belief that all construction work at issue was completed prior to the  
24 inception of any relevant policy, Ironshore disclaimed coverage to Stewart and Sundell in  
25 connection with Anthem based on the assertion of the Prior Damage Endorsement.

26           150.   Ironshore's assumption regarding the timing of damages so as to assert its Prior  
27 Damage Endorsement is baseless and contrary to law.

28           160.   Northern issued Stewart and Sundell one or more commercial general liability

1 policies ("Zurich-SS Policies").

2 161. As with the Ironshore-SS Policy, the Zurich-SS Policies also provide that a defense  
3 is owed in any suit in which allegations were made of damages because of "property damage"  
4 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
5 excluded. "Property damage" is generally defined as physical injury to tangible property and  
6 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
7 exposure to substantially the same general harmful conditions.

8 162. In response to a tender, a defense was provided to Stewart and Sundell in connection  
9 with Anthem.

10 163. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
11 duty to defend Stewart and Sundell in connection with Anthem under the Ironshore-SS Policy.

12 164. This dispute presents an actual, present and justiciable controversy.

13 165. A judicial determination of this controversy is necessary and appropriate in order for  
14 the parties to ascertain their rights, duties and obligations regarding this dispute.

15 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

16 CAUSE OF ACTION NO. 20 - CONTRIBUTION

17 Stewart and Sundell - Anthem

18 166. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
19 herein.

20 167. Sums were incurred on behalf of Stewart and Sundell in connection with Anthem  
21 under the Zurich-SS Policies in connection with the defense of it and/or settlement of claims.

22 168. The obligations owing under the Ironshore-SS Policy and the Zurich-SS Policies as  
23 to the Anthem matter are co-extensive and overlap as the policies afford coverage for the same  
24 risks.

25 169. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
26 excess of their equitable share.

27 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

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## 1 CAUSE OF ACTION NO. 21 - INDEMNITY

2 Stewart and Sundell - Anthem

3 170. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
4 herein.5 171. Sums were incurred on behalf of Stewart and Sundell in connection with Anthem  
6 under the Zurich-SS Policies in connection with the defense of it and/or settlement of claims.7 172. Given the allegations of damage during the period the Ironshore-SS Policy was in  
8 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
9 Ironshore-SS Policy.10 173. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
11 were its sole obligation under the Ironshore-SS Policy.

12 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

## 13 CAUSE OF ACTION NO. 22 - DECLARATORY RELIEF

14 Stewart and Sundell - Stallion Mountain

15 174. Ironshore issued Stewart and Sundell the Ironshore-SS Policy.

16 175. On information and belief, the Ironshore-SS Policy provides that Ironshore shall  
17 defend any suit in which allegations were made of damages because of "property damage"  
18 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
19 excluded. "Property damage" is generally defined as physical injury to tangible property and  
20 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
21 exposure to substantially the same general harmful conditions.22 176. On information and belief, the Ironshore-SS Policy also includes a Prior Damage  
23 Endorsement.24 177. Stewart and Sundell was named as a defendant in Stallion Mountain COA v. William  
25 Lyon Homes, Inc., Clark County Case No.: A599651 ("Stallion Mountain").26 178. Allegations were made in Stallion Mountain of damages to real property that  
27 potentially could have occurred during the time the Ironshore-SS Policy was in effect.

28 179. On behalf of Stewart and Sundell, request was made that Ironshore provide a defense

1 in Stallion Mountain.

2 180. Ironshore conducted a limited investigation in an effort to try and confirm that  
3 construction of the real property at issue in Stallion Mountain was completed prior to the inception  
4 of the Ironshore-SS Policy. Said investigation was performed in order to take the position that  
5 damages commenced no later than when construction work was completed.

6 181. Based on the belief that all construction work at issue was completed prior to the  
7 inception of any relevant policy, Ironshore disclaimed coverage to Stewart and Sundell in  
8 connection with Stallion Mountain based on the assertion of the Prior Damage Endorsement.

9 182. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
10 Damage Endorsement is baseless and contrary to law.

11 183. Northern issued the Zurich-SS Policies.

12 184. As with the Ironshore-SS Policy, the Zurich-SS Policies also provide that a defense  
13 is owed in any suit in which allegations were made of damages because of "property damage"  
14 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
15 excluded. "Property damage" is generally defined as physical injury to tangible property and  
16 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
17 exposure to substantially the same general harmful conditions.

18 185. In response to a tender, a defense was provided to Stewart and Sundell in connection  
19 with Stallion Mountain.

20 186. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
21 duty to defend Stewart and Sundell in connection with Stallion Mountain under the Ironshore-SS  
22 Policy.

23 187. This dispute presents an actual, present and justiciable controversy.

24 188. A judicial determination of this controversy is necessary and appropriate in order for  
25 the parties to ascertain their rights, duties and obligations regarding this dispute.

26 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

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## CAUSE OF ACTION NO. 23 - CONTRIBUTION

Stewart and Sundell - Stallion Mountain

189. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth herein.

190. Sums were incurred on behalf of Stewart and Sundell in connection with Stallion Mountain under the Zurich-SS Policies in connection with the defense of it and/or settlement of claims.

191. The obligations owing under the Ironshore-SS Policy and the Zurich-SS Policies as to Stallion Mountain matter are co-extensive and overlap as the policies afford coverage for the same risks.

192. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in excess of their equitable share.

Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

## CAUSE OF ACTION NO. 24 - INDEMNITY

Stewart and Sundell - Stallion Mountain

193. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth herein.

194. Sums were incurred on behalf of Stewart and Sundell in connection with Stallion Mountain under the Zurich-SS Policies in connection with the defense of it and/or settlement of claims.

195. Given the allegations of damage during the period the Ironshore-SS Policy was in effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the Ironshore-SS Policy.

196. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that were its sole obligation under the Ironshore-SS Policy.

Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

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## 1 CAUSE OF ACTION NO. 25 - DECLARATORY RELIEF

2 Stewart and Sundell - Sun City

3 197. Ironshore issued Stewart and Sundell the Ironshore-SS Policy.

4 198. On information and belief, the Ironshore-SS Policy provides that Ironshore shall  
5 defend any suit in which allegations were made of damages because of "property damage"  
6 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
7 excluded. "Property damage" is generally defined as physical injury to tangible property and  
8 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
9 exposure to substantially the same general harmful conditions.

10 199. On information and belief, the Ironshore-SS Policy also includes a Prior Damage  
11 Endorsement.

12 200. Stewart and Sundell was named as a defendant in Sun City Anthem COA v. Del  
13 Webb Communities, Inc., Clark County Case No.: A608708 ("Sun City").

14 201. Allegations were made in Sun City of damages to real property that potentially could  
15 have occurred during the time the Ironshore-SS Policy was in effect.

16 202. On behalf of Stewart and Sundell, request was made that Ironshore provide a defense  
17 in Sun City.

18 203. Ironshore conducted a limited investigation in an effort to try and confirm that  
19 construction of the real property at issue in Sun City was completed prior to the inception of the  
20 Ironshore-SS Policy. Said investigation was performed in order to take the position that damages  
21 commenced no later than when construction work was completed.

22 204. Based on the belief that all construction work at issue was completed prior to the  
23 inception of any relevant policy, Ironshore disclaimed coverage to Stewart and Sundell in  
24 connection with Sun City based on the assertion of the Prior Damage Endorsement.

25 205. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
26 Damage Endorsement is baseless and contrary to law.

27 206. Northern issued the Zurich-SS Policies.

28 207. As with the Ironshore-SS Policy, the Zurich-SS Policies also provide that a defense



1 is owed in any suit in which allegations were made of damages because of "property damage"  
 2 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
 3 excluded. "Property damage" is generally defined as physical injury to tangible property and  
 4 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
 5 exposure to substantially the same general harmful conditions.

6 208. In response to a tender, a defense was provided to Stewart and Sundell in connection  
 7 with Sun City.

8 209. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
 9 duty to defend Stewart and Sundell in connection with Sun City under the Ironshore-SS Policy.

10 210. This dispute presents an actual, present and justiciable controversy.

11 211. A judicial determination of this controversy is necessary and appropriate in order for  
 12 the parties to ascertain their rights, duties and obligations regarding this dispute.

13 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

14 CAUSE OF ACTION NO. 26 - CONTRIBUTION

15 Stewart and Sundell - Sun City

16 212. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
 17 herein.

18 213. Sums were incurred on behalf of Stewart and Sundell in connection with Sun City  
 19 under the Zurich-SS Policies in connection with the defense of it and/or settlement of claims.

20 214. The obligations owing under the Ironshore-SS Policy and the Zurich-SS Policies as  
 21 to the Sun City matter are co-extensive and overlap as the policies afford coverage for the same  
 22 risks.

23 215. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
 24 excess of their equitable share.

25 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

26 CAUSE OF ACTION NO. 27 - INDEMNITY

27 Stewart and Sundell - Sun City

28 216. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth



1 herein.

2 217. Sums were incurred on behalf of Stewart and Sundell in connection with Sun City  
3 under the Zurich-SS Policies in connection with the defense of it and/or settlement of claims.

4 218. Given the allegations of damage during the period the Ironshore-SS Policy was in  
5 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
6 Ironshore-SS Policy.

7 219. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
8 were its sole obligation under the Ironshore-SS Policy.

9 CAUSE OF ACTION NO. 28 - DECLARATORY RELIEF

10 Cedco - Mohan

11 220. Ironshore issued Cedco the Ironshore-CD Policy.

12 221. On information and belief, the Ironshore-CD Policy provides that Ironshore shall  
13 defend any suit in which allegations were made of damages because of "property damage"  
14 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
15 excluded. "Property damage" is generally defined as physical injury to tangible property and  
16 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
17 exposure to substantially the same general harmful conditions.

18 222. On information and belief, the Ironshore-CD Policy also includes a Prior Damage  
19 Endorsement.

20 223. Cedco was provided notice of a Chapter 40 Notice involving one or more single  
21 family homes constructed within the Central Park Estates development ("Mohan").

22 224. Allegations were made in Mohan of damages to real property that potentially could  
23 have occurred during the time the Ironshore-CD Policy was in effect.

24 225. On behalf of Cedco, request was made that Ironshore provide a defense in Mohan.

25 226. Ironshore conducted a limited investigation in an effort to try and confirm that  
26 construction of the real property at issue in Mohan was completed prior to the inception of the  
27 Ironshore-CD Policy. Said investigation was performed in order to take the position that damages  
28 commenced no later than when construction work was completed.

6 229. Assurance issued the Zurich-CD Policies.

13 231. In response to a tender, a defense was provided to Cedco in connection with Mohan.

16      233. This dispute presents an actual, present and justiciable controversy.

19           Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

21 Cedco - Mohan

26            237. The obligations owing under the Ironshore-CD Policy and the Zurich-CD Policies as  
27 to Mohan are co-extensive and overlap as the policies afford coverage for the same risks.

28            238. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in

1 excess of their equitable share.

2 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

3 CAUSE OF ACTION NO. 30 - INDEMNITY

4 Cedco - Mohan

5 239. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
6 herein.

7 240. Sums were incurred on behalf of Cedco in connection with Mohan under the Zurich-  
8 CD Policies in connection with the defense of it and/or settlement of claims.

9 241. Given the allegations of damage during the period the Ironshore-CD Policy was in  
10 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
11 Ironshore-CD Policy.

12 242. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
13 were its sole obligation under the Ironshore-CD Policy.

14 CAUSE OF ACTION NO. 31 - DECLARATORY RELIEF

15 JP Construction - Casallas

16 243. Ironshore issued JP Construction a commercial general liability policy ("Ironshore-  
17 JP Policy").

18 244. On information and belief, the Ironshore-JP Policy provides that Ironshore shall  
19 defend any suit in which allegations were made of damages because of "property damage"  
20 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
21 excluded. "Property damage" is generally defined as physical injury to tangible property and  
22 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
23 exposure to substantially the same general harmful conditions.

24 245. On information and belief, the Ironshore-JP Policy also includes a Prior Damage  
25 Endorsement.

26 246. JP Construction was named as a defendant in a matter styled Casallas v. Barker-  
27 Coleman Construction, LLC, Washoe County Case No.: CV10-03610 ("Casallas").

28 247. Allegations were made in Casallas of damages to real property that potentially could

1 have occurred during the time the Ironshore-JP Policy was in effect.

2 248. On behalf of JP Construction, request was made that Ironshore provide a defense in  
3 Casallas.

4 249. Ironshore conducted a limited investigation in an effort to try and confirm that  
5 construction of the real property at issue in Casallas was completed prior to the inception of the  
6 Ironshore-JP Policy. Said investigation was performed in order to take the position that damages  
7 commenced no later than when construction work was completed.

8 250. Based on the belief that all construction work at issue was completed prior to the  
9 inception of any relevant policy, Ironshore disclaimed coverage to JP Construction in connection  
10 with Casallas based on the assertion of the Prior Damage Endorsement.

11 251. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
12 Damage Endorsement is baseless and contrary to law.

13 252. Assurance issued JP Construction one or more commercial general liability policies  
14 ("Zurich-JP Policies").

15 253. As with the Ironshore-JP Policy, the Zurich-JP Policies also provide that a defense is  
16 owed in any suit in which allegations were made of damages because of "property damage"  
17 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
18 excluded. "Property damage" is generally defined as physical injury to tangible property and  
19 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
20 exposure to substantially the same general harmful conditions.

21 254. In response to a tender, a defense was provided to JP Construction in connection  
22 with Casallas.

23 255. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
24 duty to defend JP Construction in connection with Casallas under the Ironshore-JP Policy.

25 256. This dispute presents an actual, present and justiciable controversy.

26 257. A judicial determination of this controversy is necessary and appropriate in order for  
27 the parties to ascertain their rights, duties and obligations regarding this dispute.

28 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

1 CAUSE OF ACTION NO. 32 - CONTRIBUTION

2 JP Construction - Casallas

3 258. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
4 herein.

5 259. Sums were incurred on behalf of JP Construction in connection with Casallas under  
6 the Zurich-JP Policies in connection with the defense of it and/or settlement of claims.

7 260. The obligations owing under the Ironshore-JP Policy and the Zurich-JP Policies as to  
8 Casallas are co-extensive and overlap as the policies afford coverage for the same risks.

9 261. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
10 excess of their equitable share.

11 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

12 CAUSE OF ACTION NO. 33 - INDEMNITY

13 JP Construction - Casallas

14 262. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
15 herein.

16 263. Sums were incurred on behalf of JP Construction in connection with Casallas under  
17 the Zurich-JP Policies in connection with the defense of it and/or settlement of claims.

18 264. Given the allegations of damage during the period the Ironshore-JP Policy was in  
19 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
20 Ironshore-JP Policy.

21 265. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
22 were its sole obligation under the Ironshore-JP Policy.

23 CAUSE OF ACTION NO. 34 - DECLARATORY RELIEF

24 Universal Framing - Clark

25 266. Ironshore issued Universal Framing a commercial general liability policy  
26 ("Ironshore-UF Policy").

27 267. On information and belief, the Ironshore-UF Policy provides that Ironshore shall  
28 defend any suit in which allegations were made of damages because of "property damage"

1 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
2 excluded. "Property damage" is generally defined as physical injury to tangible property and  
3 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
4 exposure to substantially the same general harmful conditions.

5 268. On information and belief, the Ironshore-UF Policy also includes a Prior Damage  
6 Endorsement.

7 269. Universal Framing was named as a defendant in a matter styled Clark v. D.W.  
8 Arnold, Inc., Washoe County Case No.: CV13-01125 ("Clark").

9 270. Allegations were made in Clark of damages to real property that potentially could  
10 have occurred during the time the Ironshore-UF Policy was in effect.

11 271. On behalf of Universal Framing, request was made that Ironshore provide a defense  
12 in Clark.

13 272. Ironshore conducted a limited investigation in an effort to try and confirm that  
14 construction of the real property at issue in Clark was completed prior to the inception of the  
15 Ironshore-UF Policy. Said investigation was performed in order to take the position that damages  
16 commenced no later than when construction work was completed.

17 273. Based on the belief that all construction work at issue was completed prior to the  
18 inception of any relevant policy, Ironshore disclaimed coverage to Universal Framing in connection  
19 with Clark based on the assertion of the Prior Damage Endorsement.

20 274. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
21 Damage Endorsement is baseless and contrary to law.

22 275. Assurance issued Universal Framing one or more commercial general liability  
23 policies ("Zurich-UF Policies").

24 276. As with the Ironshore-UF Policy, the Zurich-UF Policies also provide that a defense  
25 is owed in any suit in which allegations were made of damages because of "property damage"  
26 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
27 excluded. "Property damage" is generally defined as physical injury to tangible property and  
28 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated



1 exposure to substantially the same general harmful conditions.

2 277. In response to a tender, a defense was provided to Universal Framing in connection  
3 with Clark.

4 278. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
5 duty to defend Universal Framing in connection with Clark under the Ironshore-UF Policy.

6 279. This dispute presents an actual, present and justiciable controversy.

7 280. A judicial determination of this controversy is necessary and appropriate in order for  
8 the parties to ascertain their rights, duties and obligations regarding this dispute.

9 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

10 CAUSE OF ACTION NO. 35 - CONTRIBUTION

11 Universal Framing - Clark

12 281. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
13 herein.

14 282. Sums were incurred on behalf of Universal Framing in connection with Clark under  
15 the Zurich-UF Policies in connection with the defense of it and/or settlement of claims.

16 283. The obligations owing under the Ironshore-UF Policy and the Zurich-UF Policies as  
17 to Clark are co-extensive and overlap as the policies afford coverage for the same risks.

18 284. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
19 excess of their equitable share.

20 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

21 CAUSE OF ACTION NO. 36 - INDEMNITY

22 Universal Framing - Clark

23 285. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
24 herein.

25 286. Sums were incurred on behalf of Universal Framing in connection with Clark under  
26 the Zurich-UF Policies in connection with the defense of it and/or settlement of claims.

27 287. Given the allegations of damage during the period the Ironshore-UF Policy was in  
28 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the

1 Ironshore-UF Policy.

2 288. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
3 were its sole obligation under the Ironshore-UF Policy.

4 CAUSE OF ACTION NO. 37 - DECLARATORY RELIEF

5 Champion Masonry - Garcia

6 289. Ironshore issued Champion Masonry a commercial general liability policy  
7 ("Ironshore-CM Policy"). On information and belief, Centex Homes qualifies as an additional  
8 insured under the CM Policy.

9 290. On information and belief, the Ironshore-CM Policy provides that Ironshore shall  
10 defend any suit in which allegations were made of damages because of "property damage"  
11 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
12 excluded. "Property damage" is generally defined as physical injury to tangible property and  
13 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
14 exposure to substantially the same general harmful conditions.

15 291. On information and belief, the Ironshore-CM Policy also includes a Prior Damage  
16 Endorsement.

17 292. Centex Homes was named as a defendant in a matter styled Garcia v. Centex Homes,  
18 Clark County Case No.: A616729 ("Garcia").

19 293. Allegations were made in Garcia of damages to real property that potentially could  
20 have occurred during the time the Ironshore-CM Policy was in effect.

21 294. On behalf of Centrex, Homes request was made that Ironshore provide it a defense in  
22 Garcia.

23 295. Ironshore conducted a limited investigation in an effort to try and confirm that  
24 construction of the real property at issue in Garcia was completed prior to the inception of the  
25 Ironshore-CM Policy. Said investigation was performed in order to take the position that damages  
26 commenced no later than when construction work was completed.

27 296. Based on the belief that all construction work at issue was completed prior to the  
28 inception of any relevant policy, Ironshore disclaimed coverage to Centex Homes in connection



1 with Garcia based on the assertion of the Prior Damage Endorsement.

2 297. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
3 Damage Endorsement is baseless and contrary to law.

4 298. Assurance issued Champion Masonry one or more commercial general liability  
5 policies under which Centex Homes qualified as an additional insured ("Zurich-UF Policies").

6 299. As with the Ironshore-CM Policy, the Zurich-CM Policies also provide that a  
7 defense is owed in any suit in which allegations were made of damages because of "property  
8 damage" potentially caused by an "occurrence," occurring during the policy period and not  
9 otherwise excluded. "Property damage" is generally defined as physical injury to tangible property  
10 and corresponding loss of use. "Occurrence" is generally defined as an accident, including the  
11 repeated exposure to substantially the same general harmful conditions.

12 300. In response to a tender, a defense was provided to Centex Homes in connection with  
13 Garcia.

14 301. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
15 duty to defend Centex Homes in connection with Garcia under the Ironshore-CM Policy.

16 302. This dispute presents an actual, present and justiciable controversy.

17 303. A judicial determination of this controversy is necessary and appropriate in order for  
18 the parties to ascertain their rights, duties and obligations regarding this dispute.

19 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

20 CAUSE OF ACTION NO. 38 - CONTRIBUTION

21 Champion Masonry - Garcia

22 304. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
23 herein.

24 305. Sums were incurred on behalf of Centex Homes in connection with Garcia under the  
25 Zurich-CM Policies in connection with the defense of it.

26 306. The obligations owing under the Ironshore-CM Policy and the Zurich-CM Policies  
27 as to Garcia are co-extensive and overlap as the policies afford coverage for the same risks.

28 307. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in

1 excess of their equitable share.

2 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

3 CAUSE OF ACTION NO. 39 - INDEMNITY

4 Champion Masonry - Garcia

5 308. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
6 herein.

7 309. Sums were incurred on behalf of Centex Homes in connection with Garcia under the  
8 Zurich-CM Policies in connection with the defense of it.

9 310. Given the allegations of damage during the period the Ironshore-CM Policy was in  
10 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
11 Ironshore-CM Policy.

12 311. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
13 were its sole obligation under the Ironshore-CM Policy.

14 Wherefore, Plaintiffs pray for judgment as follows:

15 As to the First Cause of Action for Declaratory Relief:

16 1. For a declaration and determination that Ironshore owed a duty to defend Cedco in  
17 connection with Anthem;

18 2. For a declaration and determination as to the sum Ironshore must reimburse  
19 Plaintiffs;

20 3. For damages according to proof at trial;

21 4. For costs and interest; and

22 5. For all other relief this Court deems proper.

23 As to the Fourth Cause of Action for Declaratory Relief:

24 1. For a declaration and determination that Ironshore owed a duty to defend Cedco in  
25 connection with Seven Hills;

26 2. For a declaration and determination as to the sum Ironshore must reimburse  
27 Plaintiffs;

28 3. For damages according to proof at trial;

1           4.     For costs and interest; and

2           5.     For all other relief this Court deems proper.

3           As to the Seventh Cause of Action for Declaratory Relief:

4           1.     For a declaration and determination that Ironshore owed a duty to defend Debard  
5 Plumbing in connection with Drost;

6           2.     For a declaration and determination as to the sum Ironshore must reimburse  
7 Plaintiffs;

8           3.     For damages according to proof at trial;

9           4.     For costs and interest; and

10          5.     For all other relief this Court deems proper.

11          As to the Tenth Cause of Action for Declaratory Relief:

12          1.     For a declaration and determination that Ironshore owed a duty to defend Debard  
13 Plumbing in connection with Lino;

14          2.     For a declaration and determination as to the sum Ironshore must reimburse  
15 Plaintiffs;

16          3.     For damages according to proof at trial;

17          4.     For costs and interest; and

18          5.     For all other relief this Court deems proper.

19          As to the Thirteenth Cause of Action for Declaratory Relief:

20          1.     For a declaration and determination that Ironshore owed a duty to defend Debard  
21 Plumbing in connection with Wikey;

22          2.     For a declaration and determination as to the sum Ironshore must reimburse  
23 Plaintiffs;

24          3.     For damages according to proof at trial;

25          4.     For costs and interest; and

26          5.     For all other relief this Court deems proper.

27          As to the Sixteenth Cause of Action for Declaratory Relief:

28          1.     For a declaration and determination that Ironshore owed a duty to defend Laird

1 Whipple in connection with Bennett;

2       2.     For a declaration and determination as to the sum Ironshore must reimburse

3 Plaintiffs;

4       3.     For damages according to proof at trial;

5       4.     For costs and interest; and

6       5.     For all other relief this Court deems proper.

7       As to the Nineteenth Cause of Action for Declaratory Relief:

8       1.     For a declaration and determination that Ironshore owed a duty to defend Stewart  
9 and Sundell in connection with Anthem.

10       2.     For a declaration and determination as to the sum Ironshore must reimburse

11 Plaintiffs;

12       3.     For damages according to proof at trial;

13       4.     For costs and interest; and

14       5.     For all other relief this Court deems proper.

15       As to the Twenty Second Cause of Action for Declaratory Relief:

16       1.     For a declaration and determination that Ironshore owed a duty to defend Stewart &  
17 Sundell in connection with Stallion Mountain;

18       2.     For a declaration and determination as to the sum Ironshore must reimburse

19 Plaintiffs;

20       3.     For damages according to proof at trial;

21       4.     For costs and interest; and

22       5.     For all other relief this Court deems proper.

23       As to the Twenty Fifth Cause of Action for Declaratory Relief:

24       1.     For a declaration and determination that Ironshore owed a duty to defend Stewart &  
25 Sundell in connection with Sun City;

26       2.     For a declaration and determination as to the sum Ironshore must reimburse

27 Plaintiffs;

28       3.     For damages according to proof at trial;

1           4.     For costs and interest; and

2           5.     For all other relief this Court deems proper.

3           As to the Twenty Eighth Cause of Action for Declaratory Relief:

4           1.     For a declaration and determination that Ironshore owed a duty to defend Cedco in  
5 connection with Mohan;

6           2.     For a declaration and determination as to the sum Ironshore must reimburse  
7 Plaintiffs;

8           3.     For damages according to proof at trial;

9           4.     For costs and interest; and

10          5.     For all other relief this Court deems proper.

11          As to the Thirty First Cause of Action for Declaratory Relief:

12          1.     For a declaration and determination that Ironshore owed a duty to defend JP  
13 Construction in connection with Casallas;

14          2.     For a declaration and determination as to the sum Ironshore must reimburse  
15 Plaintiffs;

16          3.     For damages according to proof at trial;

17          4.     For costs and interest; and

18          5.     For all other relief this Court deems proper.

19          As to the Thirty Fourth Cause of Action for Declaratory Relief:

20          1.     For a declaration and determination that Ironshore owed a duty to defend Universal  
21 Framing in connection with Clark;

22          2.     For a declaration and determination as to the sum Ironshore must reimburse  
23 Plaintiffs;

24          3.     For damages according to proof at trial;

25          4.     For costs and interest; and

26          5.     For all other relief this Court deems proper.

27          As to the Thirty Seventh Cause of Action for Declaratory Relief:

28          1.     For a declaration and determination that Ironshore owed a duty to defend Centex

1 Homes in connection with Garcia;

2 2. For a declaration and determination as to the sum Ironshore must reimburse  
3 Plaintiffs;

4 3. For damages according to proof at trial;

5 4. For costs and interest; and

6 5. For all other relief this Court deems proper.

7 As to all other causes of action:

8 1. For damages according to proof at trial;

9 2. For costs and interest; and

10 3. For all other relief this Court deems proper.

11 Dated: February 5, 2015

12 MORALES FIERRO & REEVES

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15 By: /s/ William Reeves  
16 William C. Reeves  
17 Attorneys for Plaintiffs  
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7  
8 UNITED STATES DISTRICT COURT  
9 DISTRICT OF NEVADA

10 ASSURANCE COMPANY OF )  
11 AMERICA, NORTHERN INSURANCE )  
COMPANY OF NEW YORK and )  
12 AMERICAN GUARANTEE AND )  
LIABILITY INSURANCE COMPANY, )  
13 )  
Plaintiffs, )  
14 )  
vs. )  
15 )  
IRONSHORE SPECIALTY )  
16 INSURANCE COMPANY and DOES )  
1-20 inclusive, )  
17 )  
Defendants. )

Case No. 2:15-cv-00460-JAD-PAL

IRONSHORE SPECIALTY  
INSURANCE COMPANY'S ANSWER  
TO PLAINTIFFS' FIRST AMENDED  
COMPLAINT

18  
19 Defendant Ironshore Specialty Insurance Company ("Ironshore"), in response to the First  
20 Amended Complaint ("FAC") filed by Assurance Company of America, Northern Insurance  
21 Company of New York and American Guarantee and Liability Insurance Company (collectively,  
22 "Plaintiffs"), admits, denies and avers as follows:

23 1. The allegations of paragraph 1 are not directed against Ironshore, and therefore no  
24 response is required. To the extent any response is required, Ironshore lacks sufficient knowledge  
25 and information to form a belief regarding the truth of the allegations contained in paragraph 1  
26 and, on that basis, denies each and every allegation therein.

27 2. Responding to paragraph 2, Ironshore admits that it is a corporation. The  
28 allegation that it is engaged in the business of issuing commercial general liability insurance

1 policies is vague, ambiguous, incomplete, and inaccurate, and, on that basis, Ironshore denies that  
2 allegation.

3 3. The allegations of paragraph 3 consist of legal conclusions to which no response is  
4 required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
5 specifically denies the allegation that certain acts or omissions are covered by any insurance  
6 policy issued by Ironshore. In addition, Ironshore avers that the allegations regarding venue in  
7 the Nevada District Court for Clark County, including the allegation that certain acts and/or  
8 omissions allegedly took place in the judicial district of the Nevada District Court for Clark  
9 County, and that events that allegedly are the subject and nexus of claims asserted in the FAC are  
10 allegedly located and/or took place in the judicial district of the Nevada District Court for Clark  
11 County, are moot following the removal of this action to this federal district court. Ironshore  
12 denies any remaining allegations of paragraph 3.

13 CAUSE OF ACTION NO. 1 – DECLARATORY RELIEF

14 (Cedco – Anthem)

15 4. Responding to paragraph 4, Ironshore denies that it issued Cedco a commercial  
16 liability policy assigned policy no. 001194200, referred to in the FAC as "the Ironshore-CD  
17 Policy". Ironshore avers that it issued a commercial general liability policy to Cedco, Inc., no.  
18 000194200, and that the terms of the policy referred to as the Ironshore-CD Policy speak for  
19 themselves.

20 5. Responding to paragraph 5, Ironshore denies each and every allegation therein.

21 6. Responding to paragraph 6, Ironshore denies each and every allegation therein.

22 7. Responding to paragraph 7, Ironshore denies that "Cedco" was named as a  
23 defendant in a matter styled *Anthem Country Club COA v. Terravita Home Construction Co.*,  
24 Clark County Case No. A634626 ("*Anthem*"), and avers that Cedco, Inc. was named as a third-  
25 party defendant in *Anthem*.

26 8. Responding to paragraph 8, Ironshore denies each and every allegation therein.

27 9. Responding to paragraph 9, the allegations are vague and ambiguous as to who on  
28 behalf of Cedco made the request for a defense. Accordingly, Ironshore lacks sufficient



1 knowledge and information to form a belief regarding the truth of the allegations contained in  
2 paragraph 9 and, on that basis, denies each and every allegation therein.

3 10. Responding to paragraph 10, Ironshore denies each and every allegation therein.

4 11. Responding to paragraph 11, Ironshore admits that it disclaimed coverage for its  
5 insured for *Anthem*, but denies the remaining allegations.

6 12. The allegations of paragraph 12 consist of legal conclusions to which no response  
7 is required. To the extent any response is required, Ironshore denies the allegations.

8 13. The allegations of paragraph 13 are not directed against Ironshore, and therefore  
9 no response is required. To the extent any response is required, Ironshore lacks sufficient  
10 knowledge and information to form a belief regarding the truth of the allegations contained in  
11 paragraph 13 and, on that basis, denies each and every allegation therein.

12 14. Responding to paragraph 14, Ironshore denies the allegations that are directed at it.  
13 The remaining allegations of paragraph 14 are not directed against Ironshore, and therefore no  
14 response is required. To the extent any response is required, Ironshore lacks sufficient knowledge  
15 and information to form a belief regarding the truth of the remaining allegations contained in  
16 paragraph 14 and, on that basis, denies each and every allegation therein.

17 15. The allegations of paragraph 15 are not directed against Ironshore, and therefore  
18 no response is required. To the extent any response is required, Ironshore lacks sufficient  
19 knowledge and information to form a belief regarding the truth of the allegations contained in  
20 paragraph 15 and, on that basis, denies each and every allegation therein.

21 16. Responding to paragraph 16, Ironshore denies each and every allegation therein.

22 17. The allegations of paragraph 17 consist of legal conclusions to which no response  
23 is required. To the extent any response is required, Ironshore denies the allegations.

24 18. The allegations of paragraph 18 consist of legal conclusions to which no response  
25 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
26 further denies that Plaintiffs are entitled to the judgment sought.

27 CAUSE OF ACTION NO. 2 – CONTRIBUTION

28 (Cedco – Anthem)

1           19.     Ironshore incorporates by reference its responses to paragraphs 1 through 18  
2 above, as though fully set forth herein.

3           20.     The allegations of paragraph 20 are not directed against Ironshore, and therefore  
4 no response is required. To the extent any response is required, Ironshore lacks sufficient  
5 knowledge and information to form a belief regarding the truth of the allegations contained in  
6 paragraph 20 and, on that basis, denies each and every allegation therein.

7           21.     Responding to paragraph 21, Ironshore denies each and every allegation therein.

8           22.     The allegations of paragraph 22 consist of legal conclusions to which no response  
9 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
10 further denies that Plaintiffs are entitled to the judgment sought.

11                               CAUSE OF ACTION NO. 3 – INDEMNITY

12                               (Cedco – Anthem)

13           23.     Ironshore incorporates by reference its responses to paragraphs 1 through 22  
14 above, as though fully set forth herein.

15           24.     The allegations of paragraph 24 are not directed against Ironshore, and therefore  
16 no response is required. To the extent any response is required, Ironshore lacks sufficient  
17 knowledge and information to form a belief regarding the truth of the allegations contained in  
18 paragraph 24 and, on that basis, denies each and every allegation therein.

19           25.     Responding to paragraph 25, Ironshore denies each and every allegation therein.

20           26.     The allegations of paragraph 26 consist of legal conclusions to which no response  
21 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
22 further denies that Plaintiffs are entitled to the judgment sought.

23                               CAUSE OF ACTION NO. 4 – DECLARATORY RELIEF

24                               (Cedco – Seven Hills)

25           27.     Responding to paragraph 27, Ironshore denies each and every allegation therein.

26           28.     Responding to paragraph 28, Ironshore denies each and every allegation therein.

27           29.     Responding to paragraph 29, Ironshore denies each and every allegation therein.

28           30.     Responding to paragraph 30, Ironshore denies that Cedco was named as a

1 defendant in a matter styled *Seven Hills Master COA v. Granite Silver Development Partners, LP*,  
2 Clark County Case No. A639041 ("*Seven Hills*"), and avers that Cedco, Inc. was named as a  
3 third-party defendant in *Seven Hills*.

4 31. Responding to paragraph 31, Ironshore denies each and every allegation therein.

5 32. Responding to paragraph 32, the allegations are vague and ambiguous as to who  
6 on behalf of Cedco made the request for a defense. Accordingly, Ironshore lacks sufficient  
7 knowledge and information to form a belief regarding the truth of the allegations contained in  
8 paragraph 32 and, on that basis, denies each and every allegation therein.

9 33. Responding to paragraph 33, Ironshore denies each and every allegation therein.

10 34. Responding to paragraph 34, Ironshore admits that it disclaimed coverage for its  
11 insured for *Seven Hills*, but denies the remaining allegations.

12 35. The allegations of paragraph 35 consist of legal conclusions to which no response  
13 is required. To the extent any response is required, Ironshore denies the allegations.

14 36. The allegations of paragraph 36 are not directed against Ironshore, and therefore  
15 no response is required. To the extent any response is required, Ironshore lacks sufficient  
16 knowledge and information to form a belief regarding the truth of the allegations contained in  
17 paragraph 36 and, on that basis, denies each and every allegation therein.

18 37. Responding to paragraph 37, Ironshore denies the allegations that are directed at it.  
19 The remaining allegations of paragraph 37 are not directed against Ironshore, and therefore no  
20 response is required. To the extent any response is required, Ironshore lacks sufficient knowledge  
21 and information to form a belief regarding the truth of the remaining allegations contained in  
22 paragraph 37 and, on that basis, denies each and every allegation therein.

23 38. The allegations of paragraph 38 are not directed against Ironshore, and therefore  
24 no response is required. To the extent any response is required, Ironshore lacks sufficient  
25 knowledge and information to form a belief regarding the truth of the allegations contained in  
26 paragraph 38 and, on that basis, denies each and every allegation therein.

27 39. Responding to paragraph 39, Ironshore denies each and every allegation therein.

28 40. The allegations of paragraph 40 consist of legal conclusions to which no response

1 is required. To the extent any response is required, Ironshore denies the allegations.

2 41. The allegations of paragraph 41 consist of legal conclusions to which no response  
3 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
4 further denies that Plaintiffs are entitled to the judgment sought.

5 CAUSE OF ACTION NO. 5 – CONTRIBUTION

6 (Cedco – Seven Hills)

7 42. Ironshore incorporates by reference its responses to paragraphs 1 through 41  
8 above, as though fully set forth herein.

9 43. The allegations of paragraph 43 are not directed against Ironshore, and therefore  
10 no response is required. To the extent any response is required, Ironshore lacks sufficient  
11 knowledge and information to form a belief regarding the truth of the allegations contained in  
12 paragraph 43 and, on that basis, denies each and every allegation therein.

13 44. Responding to paragraph 44, Ironshore denies each and every allegation therein.

14 45. The allegations of paragraph 45 consist of legal conclusions to which no response  
15 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
16 further denies that Plaintiffs are entitled to the judgment sought.

17 CAUSE OF ACTION NO. 6 – INDEMNITY

18 (Cedco – Seven Hills)

19 46. Ironshore incorporates by reference its responses to paragraphs 1 through 45  
20 above, as though fully set forth herein.

21 47. The allegations of paragraph 47 are not directed against Ironshore, and therefore  
22 no response is required. To the extent any response is required, Ironshore lacks sufficient  
23 knowledge and information to form a belief regarding the truth of the allegations contained in  
24 paragraph 47 and, on that basis, denies each and every allegation therein.

25 48. Responding to paragraph 48, Ironshore denies each and every allegation therein.

26 49. The allegations of paragraph 49 consist of legal conclusions to which no response  
27 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
28 further denies that Plaintiffs are entitled to the judgment sought.

CAUSE OF ACTION NO. 7 – DECLARATORY RELIEF

(Debard Plumbing - Drost)

50. Responding to paragraph 50, Ironshore avers that it issued to Debard Plumbing, Inc. a commercial general liability policy, no. 0110N0905001, referred to in the FAC as the "Ironshore-DB Policy", for the policy period of April 6, 2009, to April 6, 2010. Ironshore denies the remaining allegations of paragraph 50.

51. Responding to paragraph 51, Ironshore avers that the terms of the policy referred to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations of paragraph 51.

52. Responding to paragraph 52, Ironshore avers that the terms of the policy referred to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations of paragraph 52 and specifically denies that the policy includes an endorsement titled "Prior Damage Endorsement".

53. Responding to paragraph 53, Ironshore denies that Debard was named as a defendant in a matter styled *Drost v. Silverwing Development*, Washoe County Case No. CV12-02656 ("*Drost*"), and avers that Debard Plumbing, Inc. was named as a third-party defendant in *Drost*.

54. Responding to paragraph 54, Ironshore denies each and every allegation therein.

55. Responding to paragraph 55, the allegations are vague and ambiguous as to who on behalf of Debard made the request for a defense. Accordingly, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 55 and, on that basis, denies each and every allegation therein.

56. Responding to paragraph 56, Ironshore denies each and every allegation therein.

57. Responding to paragraph 57, Ironshore admits that it disclaimed coverage for its insured for *Drost*, but denies the remaining allegations.

58. The allegations of paragraph 58 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations.

59. The allegations of paragraph 59 are not directed against Ironshore, and therefore

1 no response is required. To the extent any response is required, Ironshore lacks sufficient  
2 knowledge and information to form a belief regarding the truth of the allegations contained in  
3 paragraph 59 and, on that basis, denies each and every allegation therein.

4 60. Responding to paragraph 60, Ironshore denies the allegations that are directed at it.  
5 The remaining allegations of paragraph 60 are not directed against Ironshore, and therefore no  
6 response is required. To the extent any response is required, Ironshore lacks sufficient knowledge  
7 and information to form a belief regarding the truth of the remaining allegations contained in  
8 paragraph 60 and, on that basis, denies each and every allegation therein.

9 61. The allegations of paragraph 61 are not directed against Ironshore, and therefore  
10 no response is required. To the extent any response is required, Ironshore lacks sufficient  
11 knowledge and information to form a belief regarding the truth of the allegations contained in  
12 paragraph 61 and, on that basis, denies each and every allegation therein.

13 62. Responding to paragraph 62, Ironshore denies each and every allegation therein.

14 63. The allegations of paragraph 63 consist of legal conclusions to which no response  
15 is required. To the extent any response is required, Ironshore denies the allegations.

16 64. The allegations of paragraph 64 consist of legal conclusions to which no response  
17 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
18 further denies that Plaintiffs are entitled to the judgment sought.

19 CAUSE OF ACTION NO. 8 – CONTRIBUTION

20 (Debard Plumbing - Drost)

21 65. Ironshore incorporates by reference its responses to paragraphs 1 through 64  
22 above, as though fully set forth herein.

23 66. The allegations of paragraph 66 are not directed against Ironshore, and therefore  
24 no response is required. To the extent any response is required, Ironshore lacks sufficient  
25 knowledge and information to form a belief regarding the truth of the allegations contained in  
26 paragraph 66 and, on that basis, denies each and every allegation therein.

27 67. Responding to paragraph 67, Ironshore denies each and every allegation therein.

28 68. The allegations of paragraph 68 consist of legal conclusions to which no response

1 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
2 further denies that Plaintiffs are entitled to the judgment sought.

3 CAUSE OF ACTION NO. 9 – INDEMNITY

4 (Debard Plumbing - Drost)

5 69. Ironshore incorporates by reference its responses to paragraphs 1 through 68  
6 above, as though fully set forth herein.

7 70. The allegations of paragraph 70 are not directed against Ironshore, and therefore  
8 no response is required. To the extent any response is required, Ironshore lacks sufficient  
9 knowledge and information to form a belief regarding the truth of the allegations contained in  
10 paragraph 70 and, on that basis, denies each and every allegation therein.

11 71. Responding to paragraph 71, Ironshore denies each and every allegation therein.

12 72. The allegations of paragraph 72 consist of legal conclusions to which no response  
13 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
14 further denies that Plaintiffs are entitled to the judgment sought.

15 CAUSE OF ACTION NO. 10 – DECLARATORY RELIEF

16 (Debard Plumbing - Lino)

17 73. Responding to paragraph 73, Ironshore avers that it issued to Debard Plumbing,  
18 Inc. a commercial general liability policy for the policy period of April 6, 2009, to April 6, 2010.  
19 Ironshore denies the remaining allegations of paragraph 74.

20 74. Responding to paragraph 74, Ironshore avers that the terms of the policy referred  
21 to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations  
22 of paragraph 74.

23 75. Responding to paragraph 75, Ironshore avers that the terms of the policy referred  
24 to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations  
25 of paragraph 75 and specifically denies that the policy includes an endorsement titled "Prior  
26 Damage Endorsement".

27 76. Responding to paragraph 76, Ironshore denies that Debard was named as a  
28 defendant in a matter styled *Lino v. Lakemont Copper Hills, LLC*, Washoe County Case No.

1 CV11-03683 ("*Lino*"), and avers that Debard Plumbing, Inc. was named as a third-party  
2 defendant in *Lino*.

3 77. Responding to paragraph 77, Ironshore denies each and every allegation therein.

4 78. Responding to paragraph 78, the allegations are vague and ambiguous as to who  
5 on behalf of Debard made the request for a defense. Accordingly, Ironshore lacks sufficient  
6 knowledge and information to form a belief regarding the truth of the allegations contained in  
7 paragraph 78 and, on that basis, denies each and every allegation therein.

8 79. Responding to paragraph 79, Ironshore denies each and every allegation therein.

9 80. Responding to paragraph 80, Ironshore admits that it disclaimed coverage for its  
10 insured for *Lino*, but denies the remaining allegations.

11 81. The allegations of paragraph 81 consist of legal conclusions to which no response  
12 is required. To the extent any response is required, Ironshore denies the allegations.

13 82. The allegations of paragraph 82 are not directed against Ironshore, and therefore  
14 no response is required. To the extent any response is required, Ironshore lacks sufficient  
15 knowledge and information to form a belief regarding the truth of the allegations contained in  
16 paragraph 82 and, on that basis, denies each and every allegation therein.

17 83. Responding to paragraph 83, Ironshore denies the allegations that are directed at it.  
18 The remaining allegations of paragraph 83 are not directed against Ironshore, and therefore no  
19 response is required. To the extent any response is required, Ironshore lacks sufficient knowledge  
20 and information to form a belief regarding the truth of the remaining allegations contained in  
21 paragraph 83 and, on that basis, denies each and every allegation therein.

22 84. The allegations of paragraph 84 are not directed against Ironshore, and therefore  
23 no response is required. To the extent any response is required, Ironshore lacks sufficient  
24 knowledge and information to form a belief regarding the truth of the allegations contained in  
25 paragraph 84 and, on that basis, denies each and every allegation therein.

26 85. Responding to paragraph 85, Ironshore denies each and every allegation therein.

27 86. The allegations of paragraph 86 consist of legal conclusions to which no response  
28 is required. To the extent any response is required, Ironshore denies the allegations.



1           87.     The allegations of paragraph 87 consist of legal conclusions to which no response  
2 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
3 further denies that Plaintiffs are entitled to the judgment sought.

4                           CAUSE OF ACTION NO. 11 – CONTRIBUTION

5                                   (Debard Plumbing - Lino)

6           88.     Ironshore incorporates by reference its responses to paragraphs 1 through 87  
7 above, as though fully set forth herein.

8           89.     The allegations of paragraph 89 are not directed against Ironshore, and therefore  
9 no response is required. To the extent any response is required, Ironshore lacks sufficient  
10 knowledge and information to form a belief regarding the truth of the allegations contained in  
11 paragraph 89 and, on that basis, denies each and every allegation therein.

12           90.     Responding to paragraph 90, Ironshore denies each and every allegation therein.

13           91.     The allegations of paragraph 91 consist of legal conclusions to which no response  
14 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
15 further denies that Plaintiffs are entitled to the judgment sought.

16                           CAUSE OF ACTION NO. 12 – INDEMNITY

17                                   (Debard Plumbing - Lino)

18           92.     Ironshore incorporates by reference its responses to paragraphs 1 through 91  
19 above, as though fully set forth herein.

20           93.     The allegations of paragraph 93 are not directed against Ironshore, and therefore  
21 no response is required. To the extent any response is required, Ironshore lacks sufficient  
22 knowledge and information to form a belief regarding the truth of the allegations contained in  
23 paragraph 93 and, on that basis, denies each and every allegation therein.

24           94.     Responding to paragraph 94, Ironshore denies each and every allegation therein.

25           95.     The allegations of paragraph 95 consist of legal conclusions to which no response  
26 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
27 further denies that Plaintiffs are entitled to the judgment sought.

28                           CAUSE OF ACTION NO. 13 – DECLARATORY RELIEF

(Debard Plumbing - Wikey)

96. Responding to paragraph 96, Ironshore Ironshore avers that it issued to Debard Plumbing, Inc. a commercial general liability policy for the policy period of April 6, 2009, to April 6, 2010. Ironshore denies the remaining allegations of paragraph 96.

97. Responding to paragraph 97, Ironshore avers that the terms of the policy referred to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations of paragraph 97.

98. Responding to paragraph 98, Ironshore avers that the terms of the policy referred to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations of paragraph 98 and specifically denies that the policy includes an endorsement titled "Prior Damage Endorsement".

99. Responding to paragraph 99, Ironshore denies that Debard was named as a defendant in a matter styled *Wikey v. K & M Homes of Nevada, LLC*, Washoe County Case No. CV11-01836 ("*Wikey*"), and avers that Debard Plumbing, Inc. was named as a third-party defendant in *Wikey*.

100. Responding to paragraph 100, Ironshore denies each and every allegation therein.

101. Responding to paragraph 101, the allegations are vague and ambiguous as to who on behalf of Debard made the request for a defense. Accordingly, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 101 and, on that basis, denies each and every allegation therein.

102. Responding to paragraph 102, Ironshore denies each and every allegation therein.

103. Responding to paragraph 103, Ironshore avers that it disclaimed coverage for its insured with respect to the claims upon which *Wikey* was based in whole or in part, but denies the remaining allegations.

104. The allegations of paragraph 104 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations.

105. The allegations of paragraph 105 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient

1 knowledge and information to form a belief regarding the truth of the allegations contained in  
2 paragraph 105 and, on that basis, denies each and every allegation therein.

3 106. Responding to paragraph 106, Ironshore denies the allegations that are directed at  
4 it. The remaining allegations of paragraph 106 are not directed against Ironshore, and therefore  
5 no response is required. To the extent any response is required, Ironshore lacks sufficient  
6 knowledge and information to form a belief regarding the truth of the remaining allegations  
7 contained in paragraph 106 and, on that basis, denies each and every allegation therein.

8 107. The allegations of paragraph 107 are not directed against Ironshore, and therefore  
9 no response is required. To the extent any response is required, Ironshore lacks sufficient  
10 knowledge and information to form a belief regarding the truth of the allegations contained in  
11 paragraph 107 and, on that basis, denies each and every allegation therein.

12 108. Responding to paragraph 108, Ironshore denies each and every allegation therein.

13 109. The allegations of paragraph 109 consist of legal conclusions to which no response  
14 is required. To the extent any response is required, Ironshore denies the allegations.

15 110. The allegations of paragraph 110 consist of legal conclusions to which no response  
16 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
17 further denies that Plaintiffs are entitled to the judgment sought.

18 CAUSE OF ACTION NO. 14 – CONTRIBUTION

19 (Debard Plumbing - Wikey)

20 111. Ironshore incorporates by reference its responses to paragraphs 1 through 110  
21 above, as though fully set forth herein.

22 112. The allegations of paragraph 112 are not directed against Ironshore, and therefore  
23 no response is required. To the extent any response is required, Ironshore lacks sufficient  
24 knowledge and information to form a belief regarding the truth of the allegations contained in  
25 paragraph 112 and, on that basis, denies each and every allegation therein.

26 113. Responding to paragraph 113, Ironshore denies each and every allegation therein.

27 114. The allegations of paragraph 114 consist of legal conclusions to which no response  
28 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore

1 further denies that Plaintiffs are entitled to the judgment sought.

2 CAUSE OF ACTION NO. 15 – INDEMNITY

3 (Debard Plumbing - Wikey)

4 115. Ironshore incorporates by reference its responses to paragraphs 1 through 114  
5 above, as though fully set forth herein.

6 116. The allegations of paragraph 116 are not directed against Ironshore, and therefore  
7 no response is required. To the extent any response is required, Ironshore lacks sufficient  
8 knowledge and information to form a belief regarding the truth of the allegations contained in  
9 paragraph 116 and, on that basis, denies each and every allegation therein.

10 117. Responding to paragraph 117, Ironshore denies each and every allegation therein.

11 118. The allegations of paragraph 118 consist of legal conclusions to which no response  
12 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
13 further denies that Plaintiffs are entitled to the judgment sought.

14 CAUSE OF ACTION NO. 16 – DECLARATORY RELIEF

15 (Laird Whipple – Bennett)

16 119. Responding to paragraph 119, Ironshore denies that it issued a commercial general  
17 liability policy assigned policy no. 011040905001, referred to in the FAC as the "Ironshore-LW  
18 Policy", to Southwest Foundations, Inc. dba Laird Whipple ("Laird Whipple").

19 120. Responding to paragraph 120, Ironshore denies each and every allegation therein.

20 121. Responding to paragraph 121, Ironshore denies each and every allegation therein.

21 122. Responding to paragraph 122, Ironshore denies that Laird Whipple was named as a  
22 defendant in a matter styled *Bennett v. American West Homes*, Clark County Case No. A558243  
23 ("*Bennett*"), and avers that Southwest Foundations, Inc., formerly known as Laird Whipple  
24 Construction, was named as a third-party defendant in *Bennett*.

25 123. Responding to paragraph 123, Ironshore denies each and every allegation therein.

26 124. Responding to paragraph 124, the allegations are vague and ambiguous as to who  
27 on behalf of Laird Whipple made the request for a defense. Accordingly, Ironshore lacks  
28 sufficient knowledge and information to form a belief regarding the truth of the allegations

1 contained in paragraph 124 and, on that basis, denies each and every allegation therein.

2 125. Responding to paragraph 125, Ironshore denies each and every allegation therein.

3 126. Responding to paragraph 126, Ironshore admits that it disclaimed coverage for its  
4 insured for *Bennett*, but denies the remaining allegations.

5 127. The allegations of paragraph 127 consist of legal conclusions to which no response  
6 is required. To the extent any response is required, Ironshore denies the allegations.

7 128. The allegations of paragraph 128 are not directed against Ironshore, and therefore  
8 no response is required. To the extent any response is required, Ironshore lacks sufficient  
9 knowledge and information to form a belief regarding the truth of the allegations contained in  
10 paragraph 128 and, on that basis, denies each and every allegation therein.

11 129. Responding to paragraph 129, Ironshore denies the allegations that are directed at  
12 it. The remaining allegations of paragraph 129 are not directed against Ironshore, and therefore  
13 no response is required. To the extent any response is required, Ironshore lacks sufficient  
14 knowledge and information to form a belief regarding the truth of the remaining allegations  
15 contained in paragraph 129 and, on that basis, denies each and every allegation therein.

16 130. The allegations of paragraph 130 are not directed against Ironshore, and therefore  
17 no response is required. To the extent any response is required, Ironshore lacks sufficient  
18 knowledge and information to form a belief regarding the truth of the allegations contained in  
19 paragraph 130 and, on that basis, denies each and every allegation therein.

20 131. Responding to paragraph 131, Ironshore denies each and every allegation therein.

21 132. The allegations of paragraph 132 consist of legal conclusions to which no response  
22 is required. To the extent any response is required, Ironshore denies the allegations.

23 133. The allegations of paragraph 133 consist of legal conclusions to which no response  
24 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
25 further denies that Plaintiffs are entitled to the judgment sought.

26 CAUSE OF ACTION NO. 17 – CONTRIBUTION

27 (Laird Whipple – Bennett)

28 134. Ironshore incorporates by reference its responses to paragraphs 1 through 133

1 above, as though fully set forth herein.

2 135. The allegations of paragraph 135 are not directed against Ironshore, and therefore  
3 no response is required. To the extent any response is required, Ironshore lacks sufficient  
4 knowledge and information to form a belief regarding the truth of the allegations contained in  
5 paragraph 135 and, on that basis, denies each and every allegation therein.

6 136. Responding to paragraph 136, Ironshore denies each and every allegation therein.

7 137. The allegations of paragraph 137 consist of legal conclusions to which no response  
8 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
9 further denies that Plaintiffs are entitled to the judgment sought.

10 CAUSE OF ACTION NO. 18 – INDEMNITY

11 (Laird Whipple – Bennett)

12 138. Ironshore incorporates by reference its responses to paragraphs 1 through 137  
13 above, as though fully set forth herein.

14 139. The allegations of paragraph 139 are not directed against Ironshore, and therefore  
15 no response is required. To the extent any response is required, Ironshore lacks sufficient  
16 knowledge and information to form a belief regarding the truth of the allegations contained in  
17 paragraph 139 and, on that basis, denies each and every allegation therein.

18 140. Responding to paragraph 140, Ironshore denies each and every allegation therein.

19 141. The allegations of paragraph 141 consist of legal conclusions to which no response  
20 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
21 further denies that Plaintiffs are entitled to the judgment sought.

22 CAUSE OF ACTION NO. 19 – DECLARATORY RELIEF

23 (Stewart and Sundell – Anthem)

24 142. Responding to paragraph 142, Ironshore denies that it issued a commercial general  
25 liability policy to Stewart and Sundell, assigned policy no. 00167401, effective March 1, 2010 to  
26 March 1, 2011, referred to in the FAC as "the Ironshore-SS Policy".

27 143. Responding to paragraph 143, Ironshore denies each and every allegation therein.

28 144. Responding to paragraph 144, Ironshore denies each and every allegation therein.

1           145. Responding to paragraph 145, Ironshore denies that Stewart and Sundell was  
2 named as a defendant in *Anthem*, and avers that Stewart & Sundell, LLC was named as a third-  
3 party defendant in *Anthem*.

4           146. Responding to paragraph 146, denies each and every allegation therein.

5           147. Responding to paragraph 147, the allegations are vague and ambiguous as to who  
6 on behalf of Stewart and Sundell made the request for a defense. Accordingly, Ironshore lacks  
7 sufficient knowledge and information to form a belief regarding the truth of the allegations  
8 contained in paragraph 147 and, on that basis, denies each and every allegation therein.

9           148. Responding to paragraph 148, Ironshore denies each and every allegation therein.

10          149. Responding to paragraph 149, Ironshore admits that it disclaimed coverage for its  
11 insured in *Anthem*, but denies the remaining allegations.

12          150. The allegations of paragraph 150 consist of legal conclusions to which no response  
13 is required. To the extent any response is required, Ironshore denies the allegations.

14          160.<sup>1</sup> The allegations of paragraph 160 are not directed against Ironshore, and therefore  
15 no response is required. To the extent any response is required, Ironshore lacks sufficient  
16 knowledge and information to form a belief regarding the truth of the allegations contained in  
17 paragraph 160 and, on that basis, denies each and every allegation therein.

18          161. Responding to paragraph 161, Ironshore denies the allegations that are directed at  
19 it. The remaining allegations of paragraph 161 are not directed against Ironshore, and therefore  
20 no response is required. To the extent any response is required, Ironshore lacks sufficient  
21 knowledge and information to form a belief regarding the truth of the remaining allegations  
22 contained in paragraph 161 and, on that basis, denies each and every allegation therein.

23          162. The allegations of paragraph 162 are not directed against Ironshore, and therefore  
24 no response is required. To the extent any response is required, Ironshore lacks sufficient  
25 knowledge and information to form a belief regarding the truth of the allegations contained in  
26 paragraph 162 and, on that basis, denies each and every allegation therein.

27  
28 <sup>1</sup> The FAC omits paragraphs numbered 151 through 159. Ironshore responds to the  
allegations as they are set forth in the FAC.

1 163. Responding to paragraph 163, Ironshore denies each and every allegation therein.

2 164. The allegations of paragraph 164 consist of legal conclusions to which no response  
3 is required. To the extent any response is required, Ironshore denies the allegations.

4 165. The allegations of paragraph 165 consist of legal conclusions to which no response  
5 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
6 further denies that Plaintiffs are entitled to the judgment sought.

7 CAUSE OF ACTION NO. 20 – CONTRIBUTION

8 (Stewart and Sundell – Anthem)

9 166. Ironshore incorporates by reference its responses to paragraphs 1 through 165  
10 above, as though fully set forth herein.

11 167. The allegations of paragraph 167 are not directed against Ironshore, and therefore  
12 no response is required. To the extent any response is required, Ironshore lacks sufficient  
13 knowledge and information to form a belief regarding the truth of the allegations contained in  
14 paragraph 167 and, on that basis, denies each and every allegation therein.

15 168. Responding to paragraph 168, Ironshore denies each and every allegation therein.

16 169. The allegations of paragraph 169 consist of legal conclusions to which no response  
17 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
18 further denies that Plaintiffs are entitled to the judgment sought.

19 CAUSE OF ACTION NO. 21 – INDEMNITY

20 (Stewart and Sundell – Anthem)

21 170. Ironshore incorporates by reference its responses to paragraphs 1 through 169  
22 above, as though fully set forth herein.

23 171. The allegations of paragraph 171 are not directed against Ironshore, and therefore  
24 no response is required. To the extent any response is required, Ironshore lacks sufficient  
25 knowledge and information to form a belief regarding the truth of the allegations contained in  
26 paragraph 171 and, on that basis, denies each and every allegation therein.

27 172. Responding to paragraph 172, Ironshore denies each and every allegation therein.

28 173. The allegations of paragraph 173 consist of legal conclusions to which no response



1 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
2 further denies that Plaintiffs are entitled to the judgment sought.

3 CAUSE OF ACTION NO. 22 – DECLARATORY RELIEF

4 (Stewart and Sundell – Stallion Mountain)

5 174. Responding to paragraph 174, Ironshore denies that it issued to Stewart and  
6 Sundell, assigned policy no. 00167401, effective March 1, 2010 to March 1, 2011, referred to in  
7 the FAC as "the Ironshore-SS Policy".

8 175. Responding to paragraph 175, Ironshore denies each and every allegation therein.

9 176. Responding to paragraph 176, Ironshore denies each and every allegation therein.

10 177. Responding to paragraph 177, Ironshore denies that Stewart and Sundell was  
11 named as a defendant in a matter styled *Stallion Mountain COA v. William Lyon Homes, Inc.*,  
12 Clark County Case No. A599651, and avers that Stewart & Sundell Concrete, Inc. was named as  
13 a third-party defendant in a matter styled *Stallion Mountain Community Association v. William*  
14 *Lyon Homes, Inc. ("Stallion Mountain")*, Clark County Case No. A599651.

15 178. Responding to paragraph 178, Ironshore denies each and every allegation therein.

16 179. Responding to paragraph 179, the allegations are vague and ambiguous as to who  
17 on behalf of Stewart and Sundell made the request for a defense. Accordingly, Ironshore lacks  
18 sufficient knowledge and information to form a belief regarding the truth of the allegations  
19 contained in paragraph 179 and, on that basis, denies each and every allegation therein.

20 180. Responding to paragraph 180, Ironshore denies each and every allegation therein.

21 181. Responding to paragraph 181, Ironshore admits that it disclaimed coverage for its  
22 insured for *Stallion Mountain*, but denies the remaining allegations.

23 182. The allegations of paragraph 182 consist of legal conclusions to which no response  
24 is required. To the extent any response is required, Ironshore denies the allegations.

25 183. The allegations of paragraph 183 are not directed against Ironshore, and therefore  
26 no response is required. To the extent any response is required, Ironshore lacks sufficient  
27 knowledge and information to form a belief regarding the truth of the allegations contained in  
28 paragraph 183 and, on that basis, denies each and every allegation therein.

184. Responding to paragraph 184, Ironshore denies the allegations that are directed at it. The remaining allegations of paragraph 184 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the remaining allegations contained in paragraph 184 and, on that basis, denies each and every allegation therein.

185. The allegations of paragraph 185 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 185 and, on that basis, denies each and every allegation therein.

186. Responding to paragraph 186, Ironshore denies each and every allegation therein.

187. The allegations of paragraph 187 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations.

188. The allegations of paragraph 188 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations. Ironshore further denies that Plaintiffs are entitled to the judgment sought.

#### CAUSE OF ACTION NO. 23 – CONTRIBUTION

(Stewart and Sundell – Stallion Mountain)

189. Ironshore incorporates by reference its responses to paragraphs 1 through 188 above, as though fully set forth herein.

190. The allegations of paragraph 190 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 190 and, on that basis, denies each and every allegation therein.

191. Responding to paragraph 191, Ironshore denies each and every allegation therein.

192. The allegations of paragraph 192 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations. Ironshore further denies that Plaintiffs are entitled to the judgment sought.

#### CAUSE OF ACTION NO. 24 – INDEMNITY

(Stewart and Sundell – Stallion Mountain)

193. Ironshore incorporates by reference its responses to paragraphs 1 through 192 above, as though fully set forth herein.

194. The allegations of paragraph 194 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 194 and, on that basis, denies each and every allegation therein.

195. Responding to paragraph 195, Ironshore denies each and every allegation therein.

196. The allegations of paragraph 196 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations. Ironshore further denies that Plaintiffs are entitled to the judgment sought.

#### CAUSE OF ACTION NO. 25 – DECLARATORY RELIEF

(Stewart and Sundell – Sun City)

197. Responding to paragraph 197, Ironshore denies that it issued to Stewart and Sundell, assigned policy no. 00167401, effective March 1, 2010 to March 1, 2011, referred to in the FAC as "the Ironshore-SS Policy".

198. Responding to paragraph 198, Ironshore denies each and every allegation therein.

199. Responding to paragraph 199, Ironshore denies each and every allegation therein.

200. Responding to paragraph 200, Ironshore denies that Stewart and Sundell was named as a defendant in a matter styled *Sun City Anthem COA v. Del Webb Communities, Inc.*, Clark County Case No. A608708, and avers that Stewart and Sundell Concrete, Inc. was named as a third-party defendant in a matter styled *Sun City Anthem Community Association, Inc. v. Del Webb Communities, Inc. ("Sun City")*, Clark County Case No. A608708.

201. Responding to paragraph 201, Ironshore denies each and every allegation therein.

202. Responding to paragraph 202, the allegations are vague and ambiguous as to who on behalf of Stewart and Sundell made the request for a defense. Accordingly, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 202 and, on that basis, denies each and every allegation therein.

1           203.    Responding to paragraph 203, Ironshore denies each and every allegation therein.

2           204.    Responding to paragraph 204, Ironshore admits that it disclaimed coverage for its  
3 insured for *Sun City*, but denies the remaining allegations.

4           205.    The allegations of paragraph 205 consist of legal conclusions to which no response  
5 is required. To the extent any response is required, Ironshore denies the allegations.

6           206.    The allegations of paragraph 206 are not directed against Ironshore, and therefore  
7 no response is required. To the extent any response is required, Ironshore lacks sufficient  
8 knowledge and information to form a belief regarding the truth of the allegations contained in  
9 paragraph 206 and, on that basis, denies each and every allegation therein.

10          207.    Responding to paragraph 207, Ironshore denies the allegations that are directed at  
11 it. The remaining allegations of paragraph 207 are not directed against Ironshore, and therefore  
12 no response is required. To the extent any response is required, Ironshore lacks sufficient  
13 knowledge and information to form a belief regarding the truth of the remaining allegations  
14 contained in paragraph 207 and, on that basis, denies each and every allegation therein.

15          208.    The allegations of paragraph 208 are not directed against Ironshore, and therefore  
16 no response is required. To the extent any response is required, Ironshore lacks sufficient  
17 knowledge and information to form a belief regarding the truth of the allegations contained in  
18 paragraph 208 and, on that basis, denies each and every allegation therein.

19          209.    Responding to paragraph 209, Ironshore denies each and every allegation therein.

20          210.    The allegations of paragraph 210 consist of legal conclusions to which no response  
21 is required. To the extent any response is required, Ironshore denies the allegations.

22          211.    The allegations of paragraph 211 consist of legal conclusions to which no response  
23 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
24 further denies that Plaintiffs are entitled to the judgment sought.

25                   CAUSE OF ACTION NO. 26 – CONTRIBUTION

26                   (Stewart and Sundell – Sun City)

27          212.    Ironshore incorporates by reference its responses to paragraphs 1 through 211  
28 above, as though fully set forth herein.

213. The allegations of paragraph 213 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 213 and, on that basis, denies each and every allegation therein.

214. Responding to paragraph 214, Ironshore denies each and every allegation therein.

215. The allegations of paragraph 215 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations. Ironshore further denies that Plaintiffs are entitled to the judgment sought.

#### CAUSE OF ACTION NO. 27 – INDEMNITY

(Stewart and Sundell – Sun City)

216. Ironshore incorporates by reference its responses to paragraphs 1 through 215 above, as though fully set forth herein.

217. The allegations of paragraph 217 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 217 and, on that basis, denies each and every allegation therein.

218. Responding to paragraph 218, Ironshore denies each and every allegation therein.

219. The allegations of paragraph 219 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations. Ironshore further denies that Plaintiffs are entitled to the judgment sought.

#### CAUSE OF ACTION NO. 28 – DECLARATORY RELIEF

(Cedco - Mohan)

220. Responding to paragraph 220, Ironshore denies that it issued Cedco a commercial liability policy assigned policy no. 001194200, referred to in the FAC as "the Ironshore-CD Policy".

221. Responding to paragraph 221, Ironshore denies each and every allegation therein.

222. Responding to paragraph 222, Ironshore denies each and every allegation therein.

223. The allegations of paragraph 223 are not directed against Ironshore, and therefore

1 no response is required. To the extent any response is required, Ironshore lacks sufficient  
2 knowledge and information to form a belief regarding the truth of the allegations contained in  
3 paragraph 223 and, on that basis, denies each and every allegation therein.

4 224. Responding to paragraph 224, Ironshore denies each and every allegation therein.

5 225. Responding to paragraph 225, the allegations are vague and ambiguous as to who  
6 on behalf of Cedco made the request for a defense. Accordingly, Ironshore lacks sufficient  
7 knowledge and information to form a belief regarding the truth of the allegations contained in  
8 paragraph 225 and, on that basis, denies each and every allegation therein.

9 226. Responding to paragraph 226, Ironshore denies each and every allegation therein.

10 227. Responding to paragraph 227, Ironshore admits that it disclaimed coverage for its  
11 insured with respect to *Mohan*, but denies the remaining allegations.

12 228. The allegations of paragraph 228 consist of legal conclusions to which no response  
13 is required. To the extent any response is required, Ironshore denies the allegations.

14 229. The allegations of paragraph 229 are not directed against Ironshore, and therefore  
15 no response is required. To the extent any response is required, Ironshore lacks sufficient  
16 knowledge and information to form a belief regarding the truth of the allegations contained in  
17 paragraph 229 and, on that basis, denies each and every allegation therein.

18 230. Responding to paragraph 230, Ironshore denies the allegations that are directed at  
19 it. The remaining allegations of paragraph 230 are not directed against Ironshore, and therefore  
20 no response is required. To the extent any response is required, Ironshore lacks sufficient  
21 knowledge and information to form a belief regarding the truth of the remaining allegations  
22 contained in paragraph 230 and, on that basis, denies each and every allegation therein.

23 231. The allegations of paragraph 231 are not directed against Ironshore, and therefore  
24 no response is required. To the extent any response is required, Ironshore lacks sufficient  
25 knowledge and information to form a belief regarding the truth of the allegations contained in  
26 paragraph 231 and, on that basis, denies each and every allegation therein.

27 232. Responding to paragraph 232, Ironshore denies each and every allegation therein.

28 233. The allegations of paragraph 233 consist of legal conclusions to which no response

1 is required. To the extent any response is required, Ironshore denies the allegations.

2 234. The allegations of paragraph 234 consist of legal conclusions to which no response  
3 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
4 further denies that Plaintiffs are entitled to the judgment sought.

5 CAUSE OF ACTION NO. 29 – CONTRIBUTION

6 (Cedco - Mohan)

7 235. Ironshore incorporates by reference its responses to paragraphs 1 through 234  
8 above, as though fully set forth herein.

9 236. The allegations of paragraph 236 are not directed against Ironshore, and therefore  
10 no response is required. To the extent any response is required, Ironshore lacks sufficient  
11 knowledge and information to form a belief regarding the truth of the allegations contained in  
12 paragraph 236 and, on that basis, denies each and every allegation therein.

13 237. Responding to paragraph 237, Ironshore denies each and every allegation therein.

14 238. The allegations of paragraph 238 consist of legal conclusions to which no response  
15 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
16 further denies that Plaintiffs are entitled to the judgment sought.

17 CAUSE OF ACTION NO. 30 – INDEMNITY

18 (Cedco - Mohan)

19 239. Ironshore incorporates by reference its responses to paragraphs 1 through 238  
20 above, as though fully set forth herein.

21 240. The allegations of paragraph 240 are not directed against Ironshore, and therefore  
22 no response is required. To the extent any response is required, Ironshore lacks sufficient  
23 knowledge and information to form a belief regarding the truth of the allegations contained in  
24 paragraph 240 and, on that basis, denies each and every allegation therein.

25 241. Responding to paragraph 241, Ironshore denies each and every allegation therein.

26 242. The allegations of paragraph 242 consist of legal conclusions to which no response  
27 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
28 further denies that Plaintiffs are entitled to the judgment sought.

CAUSE OF ACTION NO. 31 – DECLARATORY RELIEF

(JP Construction - Casallas)

243. Responding to paragraph 243, Ironshore avers that it issued to JP Construction Co., LLC, a commercial general liability policy, referred to in the FAC as the "Ironshore-JP Policy". Ironshore denies the remaining allegations of paragraph 243.

244. Responding to paragraph 244, Ironshore avers that the terms of the policy referred to as the Ironshore-JP Policy speak for themselves. Ironshore denies the remaining allegations of paragraph 244.

245. Responding to paragraph 245, Ironshore avers that the terms of the policy referred to as the Ironshore-JP Policy speak for themselves. Ironshore denies the remaining allegations of paragraph 245 and specifically denies that the policy includes an endorsement titled "Prior Damage Endorsement".

246. Responding to paragraph 246, Ironshore denies that JP Construction was named as a defendant in a matter styled *Casallas v. Barker-Coleman Construction, LLC*, Washoe County Case No. CV10-03610 ("*Casallas*"), and avers that J.P. Construction Company, LLC fdba J.P. Construction Co., LLC was named as a third-party defendant in *Casallas*.

247. Responding to paragraph 247, Ironshore denies each and every allegation therein.

248. Responding to paragraph 248, the allegations are vague and ambiguous as to who on behalf of JP Construction made the request for a defense. Accordingly, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 248 and, on that basis, denies each and every allegation therein.

249. Responding to paragraph 249, Ironshore denies each and every allegation therein.

250. Responding to paragraph 250, Ironshore admits that it disclaimed coverage for its insured with respect to *Casallas*, but denies the remaining allegations.

251. The allegations of paragraph 251 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations.

252. The allegations of paragraph 252 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient



1 knowledge and information to form a belief regarding the truth of the allegations contained in  
2 paragraph 252 and, on that basis, denies each and every allegation therein.

3 253. Responding to paragraph 253, Ironshore denies the allegations that are directed at  
4 it. The remaining allegations of paragraph 253 are not directed against Ironshore, and therefore  
5 no response is required. To the extent any response is required, Ironshore lacks sufficient  
6 knowledge and information to form a belief regarding the truth of the remaining allegations  
7 contained in paragraph 253 and, on that basis, denies each and every allegation therein.

8 254. The allegations of paragraph 254 are not directed against Ironshore, and therefore  
9 no response is required. To the extent any response is required, Ironshore lacks sufficient  
10 knowledge and information to form a belief regarding the truth of the allegations contained in  
11 paragraph 254 and, on that basis, denies each and every allegation therein.

12 255. Responding to paragraph 255, Ironshore denies each and every allegation therein.

13 256. The allegations of paragraph 256 consist of legal conclusions to which no response  
14 is required. To the extent any response is required, Ironshore denies the allegations.

15 257. The allegations of paragraph 257 consist of legal conclusions to which no response  
16 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
17 further denies that Plaintiffs are entitled to the judgment sought.

18 CAUSE OF ACTION NO. 32 – CONTRIBUTION

19 (JP Construction - Casallas)

20 258. Ironshore incorporates by reference its responses to paragraphs 1 through 257  
21 above, as though fully set forth herein.

22 259. The allegations of paragraph 259 are not directed against Ironshore, and therefore  
23 no response is required. To the extent any response is required, Ironshore lacks sufficient  
24 knowledge and information to form a belief regarding the truth of the allegations contained in  
25 paragraph 259 and, on that basis, denies each and every allegation therein.

26 260. Responding to paragraph 260, Ironshore denies each and every allegation therein.

27 261. The allegations of paragraph 261 consist of legal conclusions to which no response  
28 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore

1 further denies that Plaintiffs are entitled to the judgment sought.

2 CAUSE OF ACTION NO. 33 – INDEMNITY

3 (JP Construction - Casallas)

4 262. Ironshore incorporates by reference its responses to paragraphs 1 through 261  
5 above, as though fully set forth herein.

6 263. The allegations of paragraph 263 are not directed against Ironshore, and therefore  
7 no response is required. To the extent any response is required, Ironshore lacks sufficient  
8 knowledge and information to form a belief regarding the truth of the allegations contained in  
9 paragraph 263 and, on that basis, denies each and every allegation therein.

10 264. Responding to paragraph 264, Ironshore denies each and every allegation therein.

11 265. The allegations of paragraph 265 consist of legal conclusions to which no response  
12 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
13 further denies that Plaintiffs are entitled to the judgment sought.

14 CAUSE OF ACTION NO. 34 – DECLARATORY RELIEF

15 (Universal Framing - Clark)

16 266. Responding to paragraph 266, Ironshore avers that it issued Universal Framing,  
17 Inc. a commercial general liability policy, referred in the FAC as the "Ironshore-UF Policy".  
18 Ironshore denies the remaining allegations of paragraph 266.

19 267. Responding to paragraph 267, Ironshore denies each and every allegation therein.

20 268. Responding to paragraph 268, Ironshore denies each and every allegation therein.

21 269. Responding to paragraph 269, Ironshore denies that Universal Framing was named  
22 as a defendant in a matter styled *Clark v. D.W. Arnold, Inc.*, Washoe County Case No. CV13-  
23 01125 ("*Clark*"), and avers that Universal Framing was named as a third-party defendant in  
24 *Clark*.

25 270. Responding to paragraph 270, Ironshore denies each and every allegation therein.

26 271. Responding to paragraph 271, the allegations are vague and ambiguous as to who  
27 on behalf of Universal Framing made the request for a defense. Accordingly, Ironshore lacks  
28 sufficient knowledge and information to form a belief regarding the truth of the allegations

1 contained in paragraph 271 and, on that basis, denies each and every allegation therein.

2 272. Responding to paragraph 272, Ironshore denies each and every allegation therein.

3 273. Responding to paragraph 273, Ironshore admits that it disclaimed coverage for its  
4 insured with respect to *Clark*, but denies the remaining allegations.

5 274. The allegations of paragraph 274 consist of legal conclusions to which no response  
6 is required. To the extent any response is required, Ironshore denies the allegations.

7 275. The allegations of paragraph 275 are not directed against Ironshore, and therefore  
8 no response is required. To the extent any response is required, Ironshore lacks sufficient  
9 knowledge and information to form a belief regarding the truth of the allegations contained in  
10 paragraph 275 and, on that basis, denies each and every allegation therein.

11 276. Responding to paragraph 276, Ironshore denies the allegations that are directed at  
12 it. The remaining allegations of paragraph 276 are not directed against Ironshore, and therefore  
13 no response is required. To the extent any response is required, Ironshore lacks sufficient  
14 knowledge and information to form a belief regarding the truth of the remaining allegations  
15 contained in paragraph 276 and, on that basis, denies each and every allegation therein.

16 277. The allegations of paragraph 277 are not directed against Ironshore, and therefore  
17 no response is required. To the extent any response is required, Ironshore lacks sufficient  
18 knowledge and information to form a belief regarding the truth of the allegations contained in  
19 paragraph 277 and, on that basis, denies each and every allegation therein.

20 278. Responding to paragraph 278, Ironshore denies each and every allegation therein.

21 279. The allegations of paragraph 279 consist of legal conclusions to which no response  
22 is required. To the extent any response is required, Ironshore denies the allegations.

23 280. The allegations of paragraph 280 consist of legal conclusions to which no response  
24 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
25 further denies that Plaintiffs are entitled to the judgment sought.

26 CAUSE OF ACTION NO. 35 – CONTRIBUTION

27 (Universal Framing - Clark)

28 281. Ironshore incorporates by reference its responses to paragraphs 1 through 280

1 above, as though fully set forth herein.

2 282. The allegations of paragraph 282 are not directed against Ironshore, and therefore  
3 no response is required. To the extent any response is required, Ironshore lacks sufficient  
4 knowledge and information to form a belief regarding the truth of the allegations contained in  
5 paragraph 282 and, on that basis, denies each and every allegation therein.

6 283. Responding to paragraph 283, Ironshore denies each and every allegation therein.

7 284. The allegations of paragraph 284 consist of legal conclusions to which no response  
8 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
9 further denies that Plaintiffs are entitled to the judgment sought.

10 CAUSE OF ACTION NO. 36 – INDEMNITY

11 (Universal Framing - Clark)

12 285. Ironshore incorporates by reference its responses to paragraphs 1 through 284  
13 above, as though fully set forth herein.

14 286. The allegations of paragraph 286 are not directed against Ironshore, and therefore  
15 no response is required. To the extent any response is required, Ironshore lacks sufficient  
16 knowledge and information to form a belief regarding the truth of the allegations contained in  
17 paragraph 286 and, on that basis, denies each and every allegation therein.

18 287. Responding to paragraph 287, Ironshore denies each and every allegation therein.

19 288. The allegations of paragraph 288 consist of legal conclusions to which no response  
20 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
21 further denies that Plaintiffs are entitled to the judgment sought.

22 CAUSE OF ACTION NO. 37 – DECLARATORY RELIEF

23 (Champion Masonry– Garcia)

24 289. Responding to paragraph 289, Ironshore denies that it issued a commercial general  
25 liability policy to Champion Masonry, no. 011040905001, referred to in the FAC as "the  
26 Ironshore-CM Policy". Ironshore avers that it issued a commercial general liability policy to  
27 Lukestar Corporation dba Champion Masonry, no. 011040905001, and that the terms of the  
28 policy referred to as the Ironshore-CM Policy speak for themselves.

1           290. Responding to paragraph 290, Ironshore avers that the terms of the policy referred  
2 to as the Ironshore-CM Policy speak for themselves. Ironshore denies the remaining allegations  
3 of paragraph 290.

4           291. Responding to paragraph 291, Ironshore avers that the terms of the policy referred  
5 to as the Ironshore-CM Policy speak for themselves. Ironshore denies the remaining allegations  
6 of paragraph 291 and specifically denies that the policy includes an endorsement titled "Prior  
7 Damage Endorsement".

8           292. Responding to paragraph 292, Ironshore admits that Centex Homes was named as  
9 a defendant in a matter styled *Garcia v. Centex Homes*, Clark County Case No. A616729  
10 ("*Garcia*").

11           293. Responding to paragraph 293, Ironshore denies each and every allegation therein.

12           294. Responding to paragraph 294, the allegations are vague and ambiguous as to who  
13 on behalf of Centex Homes made the request for a defense. Accordingly, Ironshore lacks  
14 sufficient knowledge and information to form a belief regarding the truth of the allegations  
15 contained in paragraph 294 and, on that basis, denies each and every allegation therein.

16           295. Responding to paragraph 295, Ironshore denies each and every allegation therein.

17           296. Responding to paragraph 296, Ironshore admits that it disclaimed coverage to  
18 Centex Homes in connection with *Garcia*, but denies the remaining allegations.

19           297. The allegations of paragraph 297 consist of legal conclusions to which no response  
20 is required. To the extent any response is required, Ironshore denies the allegations.

21           298. The allegations of paragraph 298 are not directed against Ironshore, and therefore  
22 no response is required. To the extent any response is required, Ironshore lacks sufficient  
23 knowledge and information to form a belief regarding the truth of the allegations contained in  
24 paragraph 84 and, on that basis, denies each and every allegation therein.

25           299. Responding to paragraph 299, Ironshore denies the allegations that are directed at  
26 it. The remaining allegations of paragraph 299 are not directed against Ironshore, and therefore  
27 no response is required. To the extent any response is required, Ironshore lacks sufficient  
28 knowledge and information to form a belief regarding the truth of the remaining allegations

1 contained in paragraph 299 and, on that basis, denies each and every allegation therein.

2 300. The allegations of paragraph 300 are not directed against Ironshore, and therefore  
3 no response is required. To the extent any response is required, Ironshore lacks sufficient  
4 knowledge and information to form a belief regarding the truth of the allegations contained in  
5 paragraph 300 and, on that basis, denies each and every allegation therein.

6 301. Responding to paragraph 301, Ironshore denies each and every allegation therein.

7 302. The allegations of paragraph 302 consist of legal conclusions to which no response  
8 is required. To the extent any response is required, Ironshore denies the allegations.

9 303. The allegations of paragraph 303 consist of legal conclusions to which no response  
10 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
11 further denies that Plaintiffs are entitled to the judgment sought.

#### 12 CAUSE OF ACTION NO. 38 – CONTRIBUTION

13 (Champion Masonry– Garcia)

14 304. Ironshore incorporates by reference its responses to paragraphs 1 through 303  
15 above, as though fully set forth herein.

16 305. The allegations of paragraph 305 are not directed against Ironshore, and therefore  
17 no response is required. To the extent any response is required, Ironshore lacks sufficient  
18 knowledge and information to form a belief regarding the truth of the allegations contained in  
19 paragraph 305 and, on that basis, denies each and every allegation therein.

20 306. Responding to paragraph 306, Ironshore denies each and every allegation therein.

21 307. The allegations of paragraph 307 consist of legal conclusions to which no response  
22 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
23 further denies that Plaintiffs are entitled to the judgment sought.

#### 24 CAUSE OF ACTION NO. 39 – INDEMNITY

25 (Champion Masonry– Garcia)

26 308. Ironshore incorporates by reference its responses to paragraphs 1 through 307  
27 above, as though fully set forth herein.

28 309. The allegations of paragraph 309 are not directed against Ironshore, and therefore

1 no response is required. To the extent any response is required, Ironshore lacks sufficient  
2 knowledge and information to form a belief regarding the truth of the allegations contained in  
3 paragraph 309 and, on that basis, denies each and every allegation therein.

4 310. Responding to paragraph 310, Ironshore denies each and every allegation therein.

5 311. The allegations of paragraph 311 consist of legal conclusions to which no response  
6 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
7 further denies that Plaintiffs are entitled to the judgment sought.

8 WHEREFORE, responding to Plaintiffs' prayer for relief, Ironshore denies that Plaintiffs  
9 are entitled to any of the relief request in the FAC. Any and all allegations not expressly  
10 admitted, denied, qualified or otherwise responded to are hereby denied.

#### 11 DEFENSES

12 Ironshore further answers that Plaintiffs cannot establish coverage under any Ironshore  
13 policy, or are otherwise precluded from recovery against Ironshore as to each and every purported  
14 cause of action in the FAC, in whole or in part, as follows:

#### 15 FIRST DEFENSE

16 Plaintiffs' claims against Ironshore are barred in whole or in part by the terms, conditions,  
17 limitations and/or exclusions contained in the Ironshore insurance contracts.

#### 18 SECOND DEFENSE

19 Plaintiffs' claims against Ironshore are barred in whole or in part because under the terms  
20 and conditions of the Ironshore insurance contracts, Ironshore had and has no obligation to pay  
21 the defense expenses, costs or indemnity claimed in the FAC.

#### 22 THIRD DEFENSE

23 Plaintiffs' claims against Ironshore are barred, in whole or in part, pursuant to the  
24 Continuous or Progressive Injury or Damage Exclusion endorsement of the Ironshore insurance  
25 contracts, which provides, in part, that this insurance does not apply to, among other things,  
26 "property damage" which first existed, or is alleged to have first existed, prior to the inception of  
27 the policy, and further that "property damage" from "your work" will be deemed to have first  
28 existed prior to the policy inception.

1 FOURTH DEFENSE

2 Plaintiffs' claims against Ironshore are barred, in whole or in part, pursuant to the  
3 Exclusion – Contractors – Professional Liability endorsement of the Ironshore insurance  
4 contracts, which provides, in part, that this insurance does not apply to, among other things,  
5 "property damage" arising out of the rendering or failure to render "professional services", as  
6 defined therein, with respect to certain operations.

7 FIFTH DEFENSE

8 Plaintiffs' claims against Ironshore are barred, in whole or in part, pursuant to the  
9 Exclusion – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program  
10 endorsement of the Ironshore insurance contracts, which provides, in part, that this insurance does  
11 not apply to, among other things, "property damage" arising out of either the insured's ongoing  
12 operations or damages included within the "products-completed operations hazard" at the location  
13 described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has  
14 been provided by the prime contractor/project manager or owner of the construction project in  
15 which the insured is involved.

16 SIXTH DEFENSE

17 Plaintiffs' claims against Ironshore are barred, in whole or in part, pursuant to the  
18 Independent Contractors Limitation of Coverage endorsement of the Ironshore insurance  
19 contracts, which provides, in part, that this insurance does not apply to any claim, demand or  
20 "suit" arising out of operations performed for the insured by independent contractors, unless  
21 certain conditions described therein are met.

22 SEVENTH DEFENSE

23 Plaintiffs' claims against Ironshore are barred, in whole or in part, pursuant to the  
24 Exclusion – Designated Work endorsement of the Ironshore insurance contracts, which provides,  
25 in part, that this insurance does not apply to, among other things, "property damage" included in  
26 the "products-completed operations hazard" and arising out of "your work" shown in the  
27 Schedule, as those terms are defined in the insurance contracts.

28 EIGHTH DEFENSE



1 The coverage grant of the Ironshore insurance contracts obligates Ironshore to pay only  
2 for damages because of "property damage," and to defend "suits" seeking those damages, as those  
3 terms are defined in the Ironshore insurance contracts. Plaintiffs' claims against Ironshore are  
4 barred in whole or in part to the extent that one or more of the underlying actions identified in the  
5 FAC are not suits seeking damages because of property damage.

6 NINTH DEFENSE

7 The coverage grant of the Ironshore insurance contracts obligates Ironshore to pay only  
8 for damages the insured "becomes legally obligated to pay as damages." Plaintiffs' claims against  
9 Ironshore are barred in whole or in part to the extent that one or more of the underlying actions  
10 identified in the FAC seeks damages other than damages that Ironshore's insured becomes legally  
11 obligated to pay as damages.

12 TENTH DEFENSE

13 The Ironshore insurance contracts cover only "property damage" caused by an  
14 "occurrence," defined therein as "an accident, including continuous or repeated exposure to  
15 substantially the same general harmful conditions." Plaintiffs' claims against Ironshore are barred  
16 to the extent that one or more of the underlying actions identified in the FAC does not seek  
17 property damage caused by an occurrence.

18 ELEVENTH DEFENSE

19 The Ironshore insurance contracts apply only to an insured's liability for "property  
20 damage" arising during the period of the Ironshore insurance contracts. Plaintiffs' claims against  
21 Ironshore are barred to the extent that one or more of the underlying actions identified in the FAC  
22 do not seek to impose liability on an insured for property damage arising during the period of the  
23 Ironshore insurance contracts.

24 TWELFTH DEFENSE

25 The Ironshore insurance contracts bar coverage for "property damage" to "impaired  
26 property," as those terms are defined in the Ironshore insurance contracts, arising out of a delay or  
27 failure by the insured or anyone acting on its behalf to perform a contract or agreement in  
28 accordance with its terms. Plaintiffs' claims against Ironshore are barred to the extent that one or

1 more of the underlying actions identified in the FAC is based on, or seeks payment on account of,  
2 any claim for any such "property damage."

3 THIRTEENTH DEFENSE

4 The Ironshore insurance contracts bar coverage for "property damage" to "impaired  
5 property," as those terms are defined in the Ironshore insurance contracts, arising out of a defect,  
6 deficiency, inadequacy or dangerous condition in the insured's product or work. Plaintiffs' claims  
7 against Ironshore are barred to the extent that one or more of the underlying actions identified in  
8 the FAC is based on, or seeks payment on account of, any claim for any such "property damage."

9 FOURTEENTH DEFENSE

10 The Ironshore insurance contracts bar coverage for "property damage" to "your product"  
11 arising out of it or any part of it, as those terms are defined in the Ironshore insurance contracts.  
12 Plaintiffs' claims against Ironshore are barred to the extent that one or more of the underlying  
13 actions identified in the FAC is based on, or seeks payment on account of, any claim for any such  
14 "property damage."

15 FIFTEENTH DEFENSE

16 The Ironshore insurance contracts bar coverage for "property damage" to "your work,"  
17 other than work performed on your behalf by a subcontractor, arising out of it or any part of it and  
18 included in the "products-completed operations hazard," as those terms are defined in the  
19 Ironshore insurance contracts. Plaintiffs' claims against Ironshore are barred to the extent that  
20 one or more of the underlying actions identified in the FAC is based on, or seeks payment on  
21 account of, any claim for any such "property damage."

22 SIXTEENTH DEFENSE

23 The Ironshore insurance contracts bar coverage for "property damage" expected or  
24 intended from the standpoint of the insured. Plaintiffs' claims against Ironshore are barred to the  
25 extent that one or more of the underlying actions identified in the FAC is based on damages  
26 because of "property damage" that is expected or intended from the standpoint of the insured.

27 SEVENTEENTH DEFENSE

28 The Ironshore insurance contracts bar coverage for "property damage" to that particular

1 part of real property that must be restored, repaired or replaced because the insured's work was  
2 incorrectly performed on it. Plaintiffs' claims against Ironshore are barred to the extent that one  
3 or more of the underlying actions identified in the FAC is based on, or seeks payment on account  
4 of, any claim for any such "property damage."

5 EIGHTEENTH DEFENSE

6 The Ironshore insurance contracts bar coverage for "property damage" to that particular  
7 part of real property on which the insured or any contractors or subcontractors working directly or  
8 indirectly on the insured's behalf are performing operations, if the "property damage" arises out of  
9 those operations. Plaintiffs' claims against Ironshore are barred to the extent that one or more of  
10 the underlying actions identified in the FAC is based on, or seeks payment on account of, any  
11 claim for any such "property damage."

12 NINETEENTH DEFENSE

13 Plaintiffs' claims against Ironshore are barred to the extent that it seeks contribution on  
14 account of "property damage" for which the insured is obligated to pay damages by reason of the  
15 assumption of liability in a contract or agreement, other than an "insured contract" as those terms  
16 are defined in the Ironshore insurance contracts, unless the insured would have had such liability  
17 in the absence of the contract or agreement.

18 TWENTIETH DEFENSE

19 Plaintiffs' claims against Ironshore are barred to the extent that the insured failed to  
20 provide prompt or adequate notice to Ironshore of any "occurrence" or offense that was  
21 reasonably likely to give rise to a claim, as required under the Ironshore insurance contracts.

22 TWENTY-FIRST DEFENSE

23 Plaintiffs' claims against Ironshore are barred to the extent that the insured failed to  
24 cooperate with Ironshore in its investigation of this matter, as required under the Ironshore  
25 insurance contracts.

26 TWENTY-SECOND DEFENSE

27 Plaintiffs' claims against Ironshore are barred to the extent that it seeks to recover costs,  
28 expenses, expenditures and payments incurred before the tender of the defense to Ironshore.

1 TWENTY-THIRD DEFENSE

2 Plaintiffs' claims against Ironshore are barred to the extent that Ironshore's subrogation  
3 rights may have been impaired by the insured.

4 TWENTY-FOURTH DEFENSE

5 Plaintiffs' claims against Ironshore are barred in whole or in part to the extent that  
6 Plaintiffs had no obligation to make the payments alleged in the FAC and acted as a volunteer in  
7 so doing.

8 TWENTY-FIFTH DEFENSE

9 Plaintiffs' claims are barred by virtue of the fact that Plaintiffs have suffered no damages  
10 or economic detriment as a result of any act or omission of Ironshore.

11 TWENTY-SIXTH DEFENSE

12 Plaintiffs' claims are barred to the extent that judgments have not been entered against  
13 their insureds in the underlying actions identified in the FAC.

14 TWENTY-SEVENTH DEFENSE

15 The FAC fails to allege facts sufficient to state a cause of action.

16 TWENTY-EIGHTH DEFENSE

17 The causes of action asserted in the FAC may be barred in whole or in part by the  
18 equitable doctrines of laches, unclean hands, waiver, and equitable estoppel.

19 TWENTY-NINTH DEFENSE

20 To the extent Ironshore is found to be liable to Plaintiffs, Ironshore is entitled to have the  
21 amount of such liability equitably apportioned among all insurers and policies also affording  
22 coverage for such loss, including self-insurance and any self-insured retention.

23 THIRTIETH DEFENSE

24 To the extent that Plaintiffs failed to mitigate, minimize, or avoid any damages that they  
25 allegedly sustained, recovery against Ironshore, if any, must be reduced by that amount.

26 THIRTY-FIRST DEFENSE

27 The claims asserted in the FAC are barred to the extent that they fail to satisfy the  
28 applicable statutes of limitation and/or repose.

1 THIRTY-SECOND DEFENSE

2 The FAC, and each cause of action therein, is barred to the extent that it fails to set forth  
3 facts sufficient to allege a justiciable controversy.

4 THIRTY-THIRD DEFENSE

5 The FAC, and each cause of action therein, is barred to the extent that Plaintiffs and  
6 Ironshore do not have a common insured, and to the extent that the scope and level of coverage of  
7 Plaintiffs' and Ironshore's insurance contracts differ.

8 THIRTY-FOURTH DEFENSE

9 The FAC, and each cause of action therein, is barred to the extent that Plaintiffs seek to  
10 recover from Ironshore unreasonable or unnecessary defense costs.

11 THIRTY-FIFTH DEFENSE

12 Coverage under the Ironshore insurance contracts is barred under public policy and  
13 California Insurance Code section 533 to the extent that any alleged damage or injury was the  
14 result of an insured's intentional or willful acts.

15 THIRTY-SIXTH DEFENSE

16 Coverage under the Ironshore insurance contracts is barred under public policy and  
17 California Civil Code section 1668 to the extent that any alleged damage or injury was the result  
18 of an insured's fraud, willful injury to the person or property of another or violation of law,  
19 whether willful or negligent.

20 THIRTY-SEVENTH DEFENSE

21 Plaintiffs' claims against Ironshore are barred, in whole or in part, to the extent that an  
22 insured negligently or intentionally failed to disclose, concealed or misrepresented facts that were  
23 material, and that were known to such insured to be material, to the risks assumed by Ironshore.

24 THIRTY-EIGHTH DEFENSE

25 The Ironshore insurance contracts are subject to certain occurrence and aggregate limits.  
26 The Ironshore insurance contracts provide coverage for the claims or losses referred to in the  
27 FAC, if at all, only subject to such occurrence and aggregate limits.

28 THIRTY-NINTH DEFENSE

1 The Ironshore insurance contracts are subject to certain deductible amounts, including but  
 2 not limited to those deductibles listed in the Deductible Liability Insurance endorsement. The  
 3 Ironshore insurance contracts provide coverage for the claims or losses referred to in the FAC, if  
 4 at all, only subject to such deductible amounts.

5 FORTIETH DEFENSE

6 Plaintiffs' claims against Ironshore are barred in whole or in part by the Known Loss Rule  
 7 or Loss-in-Progress Rule.

8 FORTY-FIRST DEFENSE

9 Plaintiffs' claims for indemnity are barred because none of the plaintiffs and Ironshore are  
 10 joint tortfeasors.

11 FORTY-SECOND DEFENSE

12 Plaintiffs' claims for declaratory relief are barred because the relief sought is not  
 13 prospective and because an alternative remedy (damages) may be available, making declaratory  
 14 relief inappropriate and superfluous.

15 FORTY-THIRD DEFENSE

16 Plaintiffs' claims for contribution are barred to the extent that plaintiffs, or any of them,  
 17 and Ironshore did not insure the same insured for the same risk.

18 FORTY-FOURTH DEFENSE

19 The FAC fails to allege with any particularity to terms, provisions, exclusions, conditions,  
 20 or limitations allegedly contained in any insurance contracts entered into by Ironshore. Ironshore  
 21 is therefore unable to set forth all potentially applicable defenses and specifically reserves its  
 22 rights to later allege any theories and/or additional affirmative defenses, policy defenses and/or  
 23 applicable policy terms, conditions, limitations or exclusions based on information which may  
 24 become apparent during the continuing course of discovery or other investigation in this  
 25 litigation.

26 WHEREFORE, Ironshore respectfully prays for judgment as follows:

- 27 1. That Plaintiffs take nothing by reason of their FAC;
- 28 2. For costs of suit incurred herein; and

1           3.       For such other and further relief as the Court deems just and proper.

2       Dated: April 2, 2015

MORISON & PROUGH, LLP

3  
4                               By: /s/ William C. Morison  
                                      William C. Morison

5  
6                               Attorneys for Defendant  
7                               IRONSHORE SPECIALTY  
                                     INSURANCE COMPANY

8  
9       154865

**CERTIFICATE OF SERVICE**

I, the undersigned, an employee of Morison & Prough, LLP, located at 2540 Camino Diablo, Suite 100, Walnut Creek, California 94597, am over the age of 18 years and not a party to this matter, action or proceeding.

On April 2, 2015, I served a copy of the following documents:

**IRONSHORE SPECIALTY INSURANCE COMPANY'S ANSWER TO PLAINTIFFS' FIRST AMENDED COMPLAINT**

to the person at the address shown below:

William C. Reeves, Esq.  
Morales Fierro & Reeves  
600 S. Tonopah Drive, Suite 300  
Las Vegas, NV 89106

X BY U.S. MAIL: I placed the document(s) for collection and processing for mailing with the United States Postal Service in Walnut Creek, California. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and processing for mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope or package with postage fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 2, 2015, at Walnut Creek, California.

  
\_\_\_\_\_  
Lisa Breen



1 William C. Reeves  
State Bar No. 8235  
2 MORALES FIERRO & REEVES  
600 S. Tonopah Drive, Suite 300  
3 Las Vegas, NV 89106  
Telephone: 702/699-7822  
4 Facsimile: 702/699-9455

5 Attorneys for Plaintiffs

6  
7  
8 UNITED STATES DISTRICT COURT  
9 DISTRICT OF NEVADA

10 ASSURANCE COMPANY OF AMERICA,	)	Case No.: 2:15-cv-00460-JAD-PAL
NORTHERN INSURANCE COMPANY OF	)	
11 NEW YORK and AMERICAN	)	<del>XXXXXXXX</del> SECOND AMENDED
GUARANTEE AND LIABILITY	)	COMPLAINT
12 INSURANCE COMPANY,	)	
	)	
13 Plaintiffs,	)	
	)	
14 vs.	)	
	)	
15 IRONSHORE SPECIALTY INSURANCE	)	
COMPANY	)	
	)	
16 Defendants.	)	
	)	

17  
18 Plaintiffs Assurance Company of America ("Assurance"), Northern Insurance Company Of  
19 New York ("Northern") and American Guarantee and Liability Insurance Company ("American  
20 Guarantee") allege as follows:

21 1. Plaintiffs are corporations engaged in the business of issuing commercial general  
22 liability insurance policies.

23 2. On information and belief, defendant Ironshore Specialty Insurance Company  
24 ("Ironshore") is a corporation engaged in the business of issuing commercial general liability  
25 insurance policies.

26 3. Certain acts and/or omissions covered by the insurance contracts at issue herein took  
27 place in this judicial district. On information and belief, therefore, venue lies with this Court as a  
28 substantial part of the events which are the subject and nexus of the claims asserted herein, are

1 located and/or took place in this judicial district.

2 CAUSE OF ACTION NO. 1 - DECLARATORY RELIEF

3 Cedco - Anthem

4 4. Ironshore issued Cedco commercial general liability policies including, but not  
5 limited to, policy no. 001194200 (effective 04/01/10-04/01/11) and policy no. 018ER0905001  
6 (effective 06/03/09-06/03/10) (collectively "Ironshore-CD Policy").

7 5. On information and belief, the Ironshore-CD Policy provides that Ironshore shall  
8 defend any suit in which allegations were made of damages because of "property damage"  
9 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
10 excluded. "Property damage" is generally defined as physical injury to tangible property and  
11 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
12 exposure to substantially the same general harmful conditions.

13 6. On information and belief, the Ironshore-CD Policy also includes an IB.EX.014B  
14 Continuous or Progressive Injury endorsement ("Prior Damage Endorsement") which excludes from  
15 coverage damages which "first existed" prior to the inception of the policy.

16 7. Cedco was named as a defendant in a matter styled Anthem Country Club COA v.  
17 Terravita Home Construction Co., Clark County Case No.: A634626 ("Anthem").

18 8. Allegations were made in Anthem of damages to real property that potentially could  
19 have occurred during the time the Ironshore-CD Policy was in effect.

20 9. On behalf of Cedco, request was made that Ironshore provide a defense in Anthem.

21 10. Ironshore conducted a limited investigation in an effort to try and confirm that  
22 construction of the real property at issue in Anthem was completed prior to the inception of the  
23 Ironshore-CD Policy. Said investigation was performed in order to take the position that damages  
24 commenced no later than when construction work was completed.

25 11. Based on the belief that all construction work at issue was completed prior to the  
26 inception of any relevant policy, Ironshore disclaimed coverage to Cedco in connection with  
27 Anthem based on the assertion of the Prior Damage Endorsement.

28 12. Ironshore's assumption regarding the timing of damages so as to assert its Prior

1 Damage Endorsement is baseless and contrary to law.

2 13. Assurance issued Cedco one or more commercial general liability policies  
3 (collectively Zurich-CD Policies").

4 14. As with the Ironshore-CD Policy, the Zurich-CD Policies also provide that a defense  
5 is owed in any suit in which allegations were made of damages because of "property damage"  
6 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
7 excluded. "Property damage" is generally defined as physical injury to tangible property and  
8 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
9 exposure to substantially the same general harmful conditions.

10 15. In response to a tender, a defense was provided to Cedco in connection with Anthem.

11 16. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
12 duty to defend Cedco in connection with Anthem under the Ironshore-CD Policy.

13 17. This dispute presents an actual, present and justiciable controversy.

14 18. A judicial determination of this controversy is necessary and appropriate in order for  
15 the parties to ascertain their rights, duties and obligations regarding this dispute.

16 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

17 CAUSE OF ACTION NO. 2 - CONTRIBUTION

18 Cedco - Anthem

19 19. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
20 herein.

21 20. Sums were incurred on behalf of Cedco in connection with the Anthem matter under  
22 the Zurich-CD Policies in connection with the defense of it and/or settlement of claims.

23 21. The obligations owing under the Ironshore-CD Policy and the Zurich-CD Policies as  
24 to the Anthem matter are co-extensive and overlap as the policies afford coverage for the same  
25 risks.

26 22. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
27 excess of their equitable share.

28 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

CAUSE OF ACTION NO. 3 - INDEMNITY

Cedco - Anthem

23. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth herein.

24. Sums were incurred on behalf of Cedco in connection with the Anthem matter under the Zurich-CD Policies in connection with the defense of it and/or settlement of claims.

25. Given the allegations of damage during the period the Ironshore-CD Policy was in effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the Ironshore-CD Policy.

26. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that were its sole obligation under the Ironshore-CD Policy.

Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

CAUSE OF ACTION NO. 4 - DECLARATORY RELIEF

Cedco - Seven Hills

27. Ironshore issued Cedco the Ironshore-CD Policy.

28. On information and belief, the Ironshore-CD Policy provides that Ironshore shall defend any suit in which allegations were made of damages because of "property damage" potentially caused by an "occurrence," occurring during the policy period and not otherwise excluded. "Property damage" is generally defined as physical injury to tangible property and corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated exposure to substantially the same general harmful conditions.

29. On information and belief, the Ironshore-CD Policy also includes a Prior Damage Endorsement which excludes from coverage damages which "first existed" prior to the inception of the policy.

30. Cedco was named as a defendant in a matter styled Seven Hills Master COA v. Granite Silver Development Partners, LP, Clark County Case No.: A639041 ("Seven Hills").

31. Allegations were made in Seven Hills of damages to real property that potentially could have occurred during the time the Ironshore-CD Policy was in effect.

1           32.     On behalf of Cedco, request was made that Ironshore provide a defense in Seven  
2 Hills.

3           33.     Ironshore conducted a limited investigation in an effort to try and confirm that  
4 construction of the real property at issue in Seven Hills was completed prior to the inception of the  
5 Ironshore-CD Policy. Said investigation was performed in order to take the position that damages  
6 commenced no later than when construction work was completed.

7           34.     Based on the belief that all construction work at issue was completed prior to the  
8 inception of any relevant policy, Ironshore disclaimed coverage to Cedco in connection with Seven  
9 Hills based on the assertion of the Prior Damage Endorsement.

10          35.     Ironshore's assumption regarding the timing of damages so as to assert its Prior  
11 Damage Endorsement is baseless and contrary to law.

12          36.     Assurance issued Cedco the Zurich-CD Policies.

13          37.     As with the Ironshore-CD Policy, the Zurich-CD Policies also provide that a defense  
14 is owed in any suit in which allegations were made of damages because of "property damage"  
15 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
16 excluded. "Property damage" is generally defined as physical injury to tangible property and  
17 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
18 exposure to substantially the same general harmful conditions.

19          38.     In response to a tender, a defense was provided to Cedco in connection with Seven  
20 Hills.

21          39.     A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
22 duty to defend Cedco in connection with Seven Hills under the Ironshore-CD Policy.

23          40.     This dispute presents an actual, present and justiciable controversy.

24          41.     A judicial determination of this controversy is necessary and appropriate in order for  
25 the parties to ascertain their rights, duties and obligations regarding this dispute.

26                 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

27 ///

28 ///

CAUSE OF ACTION NO. 5 - CONTRIBUTION

Cedco - Seven Hills

42. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth herein.

43. Sums were incurred on behalf of Cedco in connection with the Seven Hills matter under the Zurich-CD Policies in connection with the defense of it and/or settlement of claims.

44. The obligations owing under the Ironshore-CD Policy and the Zurich-CD Policies as to the Seven Hills matter are co-extensive and overlap as the policies afford coverage for the same risks.

45. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in excess of their equitable share.

Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

CAUSE OF ACTION NO. 6 - INDEMNITY

Cedco - Seven Hills

46. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth herein.

47. Sums were incurred on behalf of Cedco in connection with the Seven Hills matter under the Zurich-CD Policies in connection with the defense of it and/or settlement of claims.

48. Given the allegations of damage during the period the Ironshore-CD Policy was in effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the Ironshore-CD Policy.

49. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that were its sole obligation under the Ironshore-CD Policy.

Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

CAUSE OF ACTION NO. 7 - DECLARATORY RELIEF

Debard Plumbing - Drost

50. Ironshore issued Debard Plumbing ("Debard") a commercial general liability policies including, but not limited to policy no. 0110N0905001 (effective 04/06/09-04/06/10) ("Ironshore-

1 DB Policy").

2 51. On information and belief, the Ironshore-DB Policy provides that Ironshore shall  
3 defend any suit in which allegations were made of damages because of "property damage"  
4 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
5 excluded. "Property damage" is generally defined as physical injury to tangible property and  
6 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
7 exposure to substantially the same general harmful conditions.

8 52. On information and belief, the Ironshore-DB Policy also includes a Prior Damage  
9 Endorsement which excludes from coverage damages which "first existed" prior to the inception of  
10 the policy.

11 53. Debard was named as a defendant in a matter styled Drost v. Silverwing  
12 Development, Washoe County Case No.: CV12-02656 ("Drost").

13 54. Allegations were made in Drost of damages to real property that potentially could  
14 have occurred during the time the Ironshore-DB Policy was in effect.

15 55. On behalf of Debard, request was made that Ironshore provide a defense in Drost.

16 56. Ironshore conducted a limited investigation in an effort to try and confirm that  
17 construction of the real property at issue in Drost was completed prior to the inception of the  
18 Ironshore-DB Policy. Said investigation was performed in order to take the position that damages  
19 commenced no later than when construction work was completed.

20 57. Based on the belief that all construction work at issue was completed prior to the  
21 inception of any relevant policy, Ironshore disclaimed coverage to Debard in connection with Drost  
22 based on the assertion of the Prior Damage Endorsement.

23 58. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
24 Damage Endorsement is baseless and contrary to law.

25 59. Northern issued Debard one or more commercial general liability policies  
26 (collectively Zurich-DB Policies").

27 60. As with the Ironshore-DB Policy, the Zurich-DB Policies also provide that a defense  
28 is owed in any suit in which allegations were made of damages because of "property damage"

1 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
2 excluded. "Property damage" is generally defined as physical injury to tangible property and  
3 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
4 exposure to substantially the same general harmful conditions.

5 61. In response to a tender, a defense was provided to Debard in connection with Drost.

6 62. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
7 duty to defend Debard in connection with Drost under the Ironshore-DB Policy.

8 63. This dispute presents an actual, present and justiciable controversy.

9 64. A judicial determination of this controversy is necessary and appropriate in order for  
10 the parties to ascertain their rights, duties and obligations regarding this dispute.

11 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

12 CAUSE OF ACTION NO. 8 - CONTRIBUTION

13 Debard Plumbing - Drost

14 65. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
15 herein.

16 66. Sums were incurred on behalf of Debard in connection with Drost under the Zurich-  
17 DB Policies in connection with the defense of it and/or settlement of claims.

18 67. The obligations owing under the Ironshore-DB Policy and the Zurich-DB Policies as  
19 to Drost are co-extensive and overlap as the policies afford coverage for the same risks.

20 68. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
21 excess of their equitable share.

22 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

23 CAUSE OF ACTION NO. 9 - INDEMNITY

24 Debard Plumbing - Drost

25 69. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
26 herein.

27 70. Sums were incurred on behalf of Debard in connection with Drost under the Zurich-  
28 DB Policies in connection with the defense of it and/or settlement of claims.



1           71.     Given the allegations of damage during the period the Ironshore-DB Policy was in  
2 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
3 Ironshore-DB Policy.

4           72.     Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
5 were its sole obligation under the Ironshore-DB Policy.

6           Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

7                           CAUSE OF ACTION NO. 10 - DECLARATORY RELIEF

8   Debard Plumbing - Lino

9           73.     Ironshore issued Debard the Ironshore-DB Policy.

10          74.     On information and belief, the Ironshore-DB Policy provides that Ironshore shall  
11 defend any suit in which allegations were made of damages because of "property damage"  
12 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
13 excluded. "Property damage" is generally defined as physical injury to tangible property and  
14 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
15 exposure to substantially the same general harmful conditions.

16          75.     On information and belief, the Ironshore-DB Policy also includes a Prior Damage  
17 Endorsement which excludes from coverage damages which "first existed" prior to the inception of  
18 the policy.

19          76.     Debard was named as a defendant in a matter styled Lino v. Lakemont Copper Hills,  
20 LLC, Washoe County Case No.: CV11-03683 ("Lino").

21          77.     Allegations were made in Lino of damages to real property that potentially could  
22 have occurred during the time the Ironshore-DB Policy was in effect.

23          78.     On behalf of Debard, request was made that Ironshore provide a defense in Lino.

24          79.     Ironshore conducted a limited investigation in an effort to try and confirm that  
25 construction of the real property at issue in Lino was completed prior to the inception of the  
26 Ironshore-DB Policy. Said investigation was performed in order to take the position that damages  
27 commenced no later than when construction work was completed.

28          80.     Based on the belief that all construction work at issue was completed prior to the

1 inception of any relevant policy, Ironshore disclaimed coverage to Debard in connection with Lino  
2 based on the assertion of the Prior Damage Endorsement.

3 81. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
4 Damage Endorsement is baseless and contrary to law.

5 82. Northern issued Debard the Zurich-DB Policies.

6 83. As with the Ironshore-DB Policy, the Zurich-DB Policies also provide that a defense  
7 is owed in any suit in which allegations were made of damages because of "property damage"  
8 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
9 excluded. "Property damage" is generally defined as physical injury to tangible property and  
10 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
11 exposure to substantially the same general harmful conditions.

12 84. In response to a tender, a defense was provided to Debard in connection with Lino.

13 85. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
14 duty to defend Debard in connection with Lino under the Ironshore-DB Policy.

15 86. This dispute presents an actual, present and justiciable controversy.

16 87. A judicial determination of this controversy is necessary and appropriate in order for  
17 the parties to ascertain their rights, duties and obligations regarding this dispute.

18 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

19 CAUSE OF ACTION NO. 11 - CONTRIBUTION

20 Debard Plumbing - Lino

21 88. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
22 herein.

23 89. Sums were incurred on behalf of Debard in connection with Lino under the Zurich-  
24 DB Policies in connection with the defense of it and/or settlement of claims.

25 90. The obligations owing under the Ironshore-DB Policy and the Zurich-DB Policies as  
26 to Lino are co-extensive and overlap as the policies afford coverage for the same risks.

27 91. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
28 excess of their equitable share.

1 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

2 CAUSE OF ACTION NO. 12 - INDEMNITY

3 Debard Plumbing - Lino

4 92. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
5 herein.

6 93. Sums were incurred on behalf of Debard in connection with Lino under the Zurich-  
7 DB Policies in connection with the defense of it and/or settlement of claims.

8 94. Given the allegations of damage during the period the Ironshore-DB Policy was in  
9 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
10 Ironshore-DB Policy.

11 95. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
12 were its sole obligation under the Ironshore-DB Policy.

13 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

14 CAUSE OF ACTION NO. 13 - DECLARATORY RELIEF

15 Debard Plumbing - Wikey

16 96. Ironshore issued Debard the Ironshore-DB Policy.

17 97. On information and belief, the Ironshore-DB Policy provides that Ironshore shall  
18 defend any suit in which allegations were made of damages because of "property damage"  
19 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
20 excluded. "Property damage" is generally defined as physical injury to tangible property and  
21 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
22 exposure to substantially the same general harmful conditions.

23 98. On information and belief, the Ironshore-DB Policy also includes a Prior Damage  
24 Endorsement which excludes from coverage damages which "first existed" prior to the inception of  
25 the policy.

26 99. Debard was named as a defendant in a matter styled Wikey v. K & M Homes of  
27 Nevada, LLC, Washoe County Case No.: CV11-01836 ("Wikey").

28 100. Allegations were made in Wikey of damages to real property that potentially could

1 have occurred during the time the Ironshore-DB Policy was in effect.

2 101. On behalf of Debard, request was made that Ironshore provide a defense in Wikey.

3 102. Ironshore conducted a limited investigation in an effort to try and confirm that  
4 construction of the real property at issue in Wikey was completed prior to the inception of the  
5 Ironshore-DB Policy. Said investigation was performed in order to take the position that damages  
6 commenced no later than when construction work was completed.

7 103. Based on the belief that all construction work at issue was completed prior to the  
8 inception of any relevant policy, Ironshore disclaimed coverage to Debard in connection with  
9 Wikey based on the assertion of the Prior Damage Endorsement.

10 104. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
11 Damage Endorsement is baseless and contrary to law.

12 105. Northern issued Debard the Zurich-DB Policies.

13 106. As with the Ironshore-DB Policy, the Zurich-DB Policies also provide that a defense  
14 is owed in any suit in which allegations were made of damages because of "property damage"  
15 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
16 excluded. "Property damage" is generally defined as physical injury to tangible property and  
17 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
18 exposure to substantially the same general harmful conditions.

19 107. In response to a tender, a defense was provided to Debard in connection with Wikey.

20 108. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
21 duty to defend Debard in connection with Wikey under the Ironshore-DB Policy.

22 109. This dispute presents an actual, present and justiciable controversy.

23 110. A judicial determination of this controversy is necessary and appropriate in order for  
24 the parties to ascertain their rights, duties and obligations regarding this dispute.

25 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

26 CAUSE OF ACTION NO. 14 - CONTRIBUTION

27 Debard Plumbing - Wikey

28 111. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth

1 herein.

2 112. Sums were incurred on behalf of Debard in connection with Wikey under the Zurich-  
3 DB Policies in connection with the defense of it and/or settlement of claims.

4 113. The obligations owing under the Ironshore-DB Policy and the Zurich-DB Policies as  
5 to Wikey are co-extensive and overlap as the policies afford coverage for the same risks.

6 114. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
7 excess of their equitable share.

8 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

9 CAUSE OF ACTION NO. 15 - INDEMNITY

10 Debard Plumbing - Wikey

11 115. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
12 herein.

13 116. Sums were incurred on behalf of Debard in connection with Wikey under the Zurich-  
14 DB Policies in connection with the defense of it and/or settlement of claims.

15 117. Given the allegations of damage during the period the Ironshore-DB Policy was in  
16 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
17 Ironshore-DB Policy.

18 118. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
19 were its sole obligation under the Ironshore-DB Policy.

20 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

21 CAUSE OF ACTION NO. 16 - DECLARATORY RELIEF

22 Laird Whipple - Bennett

23 119. Ironshore issued Southwest Foundations, Inc. dba Laird Whipple ("Laird ") a  
24 commercial general liability policies including, but not limited to, Policy No.: 000242101  
25 (effective 04/15/10-04/15/01) and Policy No.: 017BW0905001 (effective 04/15/09-04/16/10)  
26 (collectively "Ironshore-LW Policy").

27 120. On information and belief, the Ironshore-LW Policy provides that Ironshore shall  
28 defend any suit in which allegations were made of damages because of "property damage"

1 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
2 excluded. "Property damage" is generally defined as physical injury to tangible property and  
3 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
4 exposure to substantially the same general harmful conditions.

5 121. On information and belief, the Ironshore-LW Policy also includes a Prior Damage  
6 Endorsement.

7 122. Laird Whipple was named as a defendant in a matter styled Bennett v. American  
8 West Homes, Inc., Clark County Case No.: A558243 ("Bennett")

9 123. Allegations were made in Bennett of damages to real property that potentially could  
10 have occurred during the time the Ironshore-LW Policy was in effect.

11 124. On behalf of Laird Whipple, request was made that Ironshore provide a defense in  
12 Bennett.

13 125. Ironshore conducted a limited investigation in an effort to try and confirm that  
14 construction of the real property at issue in Bennett was completed prior to the inception of the  
15 Ironshore-LW Policy. Said investigation was performed in order to take the position that damages  
16 commenced no later than when construction work was completed.

17 126. Based on the belief that all construction work at issue was completed prior to the  
18 inception of any relevant policy, Ironshore disclaimed coverage to Laird Whipple in connection  
19 with Bennett based on the assertion of the Prior Damage Endorsement.

20 127. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
21 Damage Endorsement is baseless and contrary to law.

22 128. Northern and Assurance issued one or more commercial general liability policies to  
23 Laird Whipple ("Zurich-LW Policies").

24 129. As with the Ironshore-LW Policy, the Zurich-LW Policies also provide that a  
25 defense is owed in any suit in which allegations were made of damages because of "property  
26 damage" potentially caused by an "occurrence," occurring during the policy period and not  
27 otherwise excluded. "Property damage" is generally defined as physical injury to tangible property  
28 and corresponding loss of use. "Occurrence" is generally defined as an accident, including the

1 repeated exposure to substantially the same general harmful conditions.

2 130. In response to a tender, a defense was provided to Laird Whipple in connection with  
3 Bennett.

4 131. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
5 duty to defend Laird Whipple in connection with Bennett under the Ironshore-LW Policy.

6 132. This dispute presents an actual, present and justiciable controversy.

7 133. A judicial determination of this controversy is necessary and appropriate in order for  
8 the parties to ascertain their rights, duties and obligations regarding this dispute.

9 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

10 CAUSE OF ACTION NO. 17 - CONTRIBUTION

11 Laird Whipple - Bennett

12 134. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
13 herein.

14 135. Sums were incurred on behalf of Laird Whipple in connection with Bennett under  
15 the Zurich-LW Policies in connection with the defense of it and/or settlement of claims.

16 136. The obligations owing under the Ironshore-LW Policy and the Zurich-LW Policies  
17 as to Bennett are co-extensive and overlap as the policies afford coverage for the same risks.

18 137. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
19 excess of their equitable share.

20 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

21 CAUSE OF ACTION NO. 18 - INDEMNITY

22 Laird Whipple - Bennett

23 138. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
24 herein.

25 139. Sums were incurred on behalf of Laird Whipple in connection with Bennett under  
26 the Zurich-LW Policies in connection with the defense of it and/or settlement of claims.

27 140. Given the allegations of damage during the period the Ironshore-LW Policy was in  
28 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the

1 Ironshore-LW Policy.

2 141. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
3 were its sole obligation under the Ironshore-LW Policy.

4 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

5 CAUSE OF ACTION NO. 19 - DECLARATORY RELIEF

6 Stewart and Sundell - Anthem

7 142. Ironshore issued Stewart and Sundell commercial general liability policies including,  
8 but not limited to, policy no. 000167401 (effective 03/01/10-03/01/11) and Policy No.:  
9 012A80905001 (effective 03/01/09-03/01/10) (collectively "Ironshore-SS Policy").

10 143. On information and belief, the Ironshore-SS Policy provides that Ironshore shall  
11 defend any suit in which allegations were made of damages because of "property damage"  
12 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
13 excluded. "Property damage" is generally defined as physical injury to tangible property and  
14 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
15 exposure to substantially the same general harmful conditions.

16 144. On information and belief, the Ironshore-SS Policy also includes a Prior Damage  
17 Endorsement.

18 145. Stewart and Sundell was named as a defendant in Anthem.

19 146. Allegations were made in Anthem of damages to real property that potentially could  
20 have occurred during the time the Ironshore-SS Policy was in effect.

21 147. On behalf of Stewart and Sundell, request was made that Ironshore provide a defense  
22 in Anthem.

23 148. Ironshore conducted a limited investigation in an effort to try and confirm that  
24 construction of the real property at issue in Anthem was completed prior to the inception of the  
25 Ironshore-SS Policy. Said investigation was performed in order to take the position that damages  
26 commenced no later than when construction work was completed.

27 149. Based on the belief that all construction work at issue was completed prior to the  
28 inception of any relevant policy, Ironshore disclaimed coverage to Stewart and Sundell in



1 connection with Anthem based on the assertion of the Prior Damage Endorsement.

2 150. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
3 Damage Endorsement is baseless and contrary to law.

4 160. Northern issued Stewart and Sundell one or more commercial general liability  
5 policies ("Zurich-SS Policies").

6 161. As with the Ironshore-SS Policy, the Zurich-SS Policies also provide that a defense  
7 is owed in any suit in which allegations were made of damages because of "property damage"  
8 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
9 excluded. "Property damage" is generally defined as physical injury to tangible property and  
10 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
11 exposure to substantially the same general harmful conditions.

12 162. In response to a tender, a defense was provided to Stewart and Sundell in connection  
13 with Anthem.

14 163. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
15 duty to defend Stewart and Sundell in connection with Anthem under the Ironshore-SS Policy.

16 164. This dispute presents an actual, present and justiciable controversy.

17 165. A judicial determination of this controversy is necessary and appropriate in order for  
18 the parties to ascertain their rights, duties and obligations regarding this dispute.

19 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

20 CAUSE OF ACTION NO. 20 - CONTRIBUTION

21 Stewart and Sundell - Anthem

22 166. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
23 herein.

24 167. Sums were incurred on behalf of Stewart and Sundell in connection with Anthem  
25 under the Zurich-SS Policies in connection with the defense of it and/or settlement of claims.

26 168. The obligations owing under the Ironshore-SS Policy and the Zurich-SS Policies as  
27 to the Anthem matter are co-extensive and overlap as the policies afford coverage for the same  
28 risks.

1 169. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
2 excess of their equitable share.

3 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

4 CAUSE OF ACTION NO. 21 - INDEMNITY

5 Stewart and Sundell - Anthem

6 170. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
7 herein.

8 171. Sums were incurred on behalf of Stewart and Sundell in connection with Anthem  
9 under the Zurich-SS Policies in connection with the defense of it and/or settlement of claims.

10 172. Given the allegations of damage during the period the Ironshore-SS Policy was in  
11 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
12 Ironshore-SS Policy.

13 173. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
14 were its sole obligation under the Ironshore-SS Policy.

15 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

16 CAUSE OF ACTION NO. 22 - DECLARATORY RELIEF

17 Stewart and Sundell - Stallion Mountain

18 174. Ironshore issued Stewart and Sundell the Ironshore-SS Policy.

19 175. On information and belief, the Ironshore-SS Policy provides that Ironshore shall  
20 defend any suit in which allegations were made of damages because of "property damage"  
21 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
22 excluded. "Property damage" is generally defined as physical injury to tangible property and  
23 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
24 exposure to substantially the same general harmful conditions.

25 176. On information and belief, the Ironshore-SS Policy also includes a Prior Damage  
26 Endorsement.

27 177. Stewart and Sundell was named as a defendant in Stallion Mountain COA v. William  
28 Lyon Homes, Inc., Clark County Case No.: A599651 ("Stallion Mountain").

1           178. Allegations were made in Stallion Mountain of damages to real property that  
2 potentially could have occurred during the time the Ironshore-SS Policy was in effect.

3           179. On behalf of Stewart and Sundell, request was made that Ironshore provide a defense  
4 in Stallion Mountain.

5           180. Ironshore conducted a limited investigation in an effort to try and confirm that  
6 construction of the real property at issue in Stallion Mountain was completed prior to the inception  
7 of the Ironshore-SS Policy. Said investigation was performed in order to take the position that  
8 damages commenced no later than when construction work was completed.

9           181. Based on the belief that all construction work at issue was completed prior to the  
10 inception of any relevant policy, Ironshore disclaimed coverage to Stewart and Sundell in  
11 connection with Stallion Mountain based on the assertion of the Prior Damage Endorsement.

12           182. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
13 Damage Endorsement is baseless and contrary to law.

14           183. Northern issued the Zurich-SS Policies.

15           184. As with the Ironshore-SS Policy, the Zurich-SS Policies also provide that a defense  
16 is owed in any suit in which allegations were made of damages because of "property damage"  
17 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
18 excluded. "Property damage" is generally defined as physical injury to tangible property and  
19 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
20 exposure to substantially the same general harmful conditions.

21           185. In response to a tender, a defense was provided to Stewart and Sundell in connection  
22 with Stallion Mountain.

23           186. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
24 duty to defend Stewart and Sundell in connection with Stallion Mountain under the Ironshore-SS  
25 Policy.

26           187. This dispute presents an actual, present and justiciable controversy.

27           188. A judicial determination of this controversy is necessary and appropriate in order for  
28 the parties to ascertain their rights, duties and obligations regarding this dispute.

1 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

2 CAUSE OF ACTION NO. 23 - CONTRIBUTION

3 Stewart and Sundell - Stallion Mountain

4 189. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
5 herein.

6 190. Sums were incurred on behalf of Stewart and Sundell in connection with Stallion  
7 Mountain under the Zurich-SS Policies in connection with the defense of it and/or settlement of  
8 claims.

9 191. The obligations owing under the Ironshore-SS Policy and the Zurich-SS Policies as  
10 to Stallion Mountain matter are co-extensive and overlap as the policies afford coverage for the  
11 same risks.

12 192. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
13 excess of their equitable share.

14 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

15 CAUSE OF ACTION NO. 24 - INDEMNITY

16 Stewart and Sundell - Stallion Mountain

17 193. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
18 herein.

19 194. Sums were incurred on behalf of Stewart and Sundell in connection with Stallion  
20 Mountain under the Zurich-SS Policies in connection with the defense of it and/or settlement of  
21 claims.

22 195. Given the allegations of damage during the period the Ironshore-SS Policy was in  
23 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
24 Ironshore-SS Policy.

25 196. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
26 were its sole obligation under the Ironshore-SS Policy.

27 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

28 ///

CAUSE OF ACTION NO. 25 - DECLARATORY RELIEF

Stewart and Sundell - Sun City

197. Ironshore issued Stewart and Sundell the Ironshore-SS Policy.

198. On information and belief, the Ironshore-SS Policy provides that Ironshore shall defend any suit in which allegations were made of damages because of "property damage" potentially caused by an "occurrence," occurring during the policy period and not otherwise excluded. "Property damage" is generally defined as physical injury to tangible property and corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated exposure to substantially the same general harmful conditions.

199. On information and belief, the Ironshore-SS Policy also includes a Prior Damage Endorsement.

200. Stewart and Sundell was named as a defendant in Sun City Anthem COA v. Del Webb Communities, Inc., Clark County Case No.: A608708 ("Sun City").

201. Allegations were made in Sun City of damages to real property that potentially could have occurred during the time the Ironshore-SS Policy was in effect.

202. On behalf of Stewart and Sundell, request was made that Ironshore provide a defense in Sun City.

203. Ironshore conducted a limited investigation in an effort to try and confirm that construction of the real property at issue in Sun City was completed prior to the inception of the Ironshore-SS Policy. Said investigation was performed in order to take the position that damages commenced no later than when construction work was completed.

204. Based on the belief that all construction work at issue was completed prior to the inception of any relevant policy, Ironshore disclaimed coverage to Stewart and Sundell in connection with Sun City based on the assertion of the Prior Damage Endorsement.

205. Ironshore's assumption regarding the timing of damages so as to assert its Prior Damage Endorsement is baseless and contrary to law.

206. Northern issued the Zurich-SS Policies.

207. As with the Ironshore-SS Policy, the Zurich-SS Policies also provide that a defense

1 is owed in any suit in which allegations were made of damages because of "property damage"  
2 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
3 excluded. "Property damage" is generally defined as physical injury to tangible property and  
4 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
5 exposure to substantially the same general harmful conditions.

6 208. In response to a tender, a defense was provided to Stewart and Sundell in connection  
7 with Sun City.

8 209. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
9 duty to defend Stewart and Sundell in connection with Sun City under the Ironshore-SS Policy.

10 210. This dispute presents an actual, present and justiciable controversy.

11 211. A judicial determination of this controversy is necessary and appropriate in order for  
12 the parties to ascertain their rights, duties and obligations regarding this dispute.

13 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

14 CAUSE OF ACTION NO. 26 - CONTRIBUTION

15 Stewart and Sundell - Sun City

16 212. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
17 herein.

18 213. Sums were incurred on behalf of Stewart and Sundell in connection with Sun City  
19 under the Zurich-SS Policies in connection with the defense of it and/or settlement of claims.

20 214. The obligations owing under the Ironshore-SS Policy and the Zurich-SS Policies as  
21 to the Sun City matter are co-extensive and overlap as the policies afford coverage for the same  
22 risks.

23 215. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
24 excess of their equitable share.

25 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

26 CAUSE OF ACTION NO. 27 - INDEMNITY

27 Stewart and Sundell - Sun City

28 216. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth

1 herein.

2 217. Sums were incurred on behalf of Stewart and Sundell in connection with Sun City  
3 under the Zurich-SS Policies in connection with the defense of it and/or settlement of claims.

4 218. Given the allegations of damage during the period the Ironshore-SS Policy was in  
5 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
6 Ironshore-SS Policy.

7 219. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
8 were its sole obligation under the Ironshore-SS Policy.

9 CAUSE OF ACTION NO. 28 - DECLARATORY RELIEF

10 Cedco - Mohan

11 220. Ironshore issued Cedco the Ironshore-CD Policy.

12 221. On information and belief, the Ironshore-CD Policy provides that Ironshore shall  
13 defend any suit in which allegations were made of damages because of "property damage"  
14 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
15 excluded. "Property damage" is generally defined as physical injury to tangible property and  
16 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
17 exposure to substantially the same general harmful conditions.

18 222. On information and belief, the Ironshore-CD Policy also includes a Prior Damage  
19 Endorsement.

20 223. Cedco was provided notice of a Chapter 40 Notice involving one or more single  
21 family homes constructed within the Central Park Estates development ("Mohan").

22 224. Allegations were made in Mohan of damages to real property that potentially could  
23 have occurred during the time the Ironshore-CD Policy was in effect.

24 225. On behalf of Cedco, request was made that Ironshore provide a defense in Mohan.

25 226. Ironshore conducted a limited investigation in an effort to try and confirm that  
26 construction of the real property at issue in Mohan was completed prior to the inception of the  
27 Ironshore-CD Policy. Said investigation was performed in order to take the position that damages  
28 commenced no later than when construction work was completed.

1           227. Based on the belief that all construction work at issue was completed prior to the  
2 inception of any relevant policy, Ironshore disclaimed coverage to Cedco in connection with Mohan  
3 based on the assertion of the Prior Damage Endorsement.

4           228. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
5 Damage Endorsement is baseless and contrary to law.

6           229. Assurance issued the Zurich-CD Policies.

7           230. As with the Ironshore-CD Policy, the Zurich-CD Policies also provide that a defense  
8 is owed in any suit in which allegations were made of damages because of "property damage"  
9 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
10 excluded. "Property damage" is generally defined as physical injury to tangible property and  
11 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
12 exposure to substantially the same general harmful conditions.

13           231. In response to a tender, a defense was provided to Cedco in connection with Mohan.

14           232. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
15 duty to defend Cedco in connection with Mohan under the Ironshore-CD Policy.

16           233. This dispute presents an actual, present and justiciable controversy.

17           234. A judicial determination of this controversy is necessary and appropriate in order for  
18 the parties to ascertain their rights, duties and obligations regarding this dispute.

19           Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

20   CAUSE OF ACTION NO. 29 - CONTRIBUTION

21   Cedco - Mohan

22           235. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
23 herein.

24           236. Sums were incurred on behalf of Cedco in connection with Mohan under the Zurich-  
25 CD Policies in connection with the defense of it and/or settlement of claims.

26           237. The obligations owing under the Ironshore-CD Policy and the Zurich-CD Policies as  
27 to Mohan are co-extensive and overlap as the policies afford coverage for the same risks.

28           238. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in



1 excess of their equitable share.

2 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

3 CAUSE OF ACTION NO. 30 - INDEMNITY

4 Cedco - Mohan

5 239. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
6 herein.

7 240. Sums were incurred on behalf of Cedco in connection with Mohan under the Zurich-  
8 CD Policies in connection with the defense of it and/or settlement of claims.

9 241. Given the allegations of damage during the period the Ironshore-CD Policy was in  
10 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
11 Ironshore-CD Policy.

12 242. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
13 were its sole obligation under the Ironshore-CD Policy.

14 CAUSE OF ACTION NO. 31 - DECLARATORY RELIEF

15 JP Construction - Casallas

16 243. Ironshore issued JP Construction commercial general liability policies including, but  
17 not limited to, Policy No. IRH00CQUE0805001 (effective 02/18/08-02/18/09), Policy No.:  
18 00CQE0905001 (effective 02/18/09-02/18/10) and Policy No.: 00143201 (effective 02/18/10-  
19 02/18/11) (collectively "Ironshore-JP Policy").

20 244. On information and belief, the Ironshore-JP Policy provides that Ironshore shall  
21 defend any suit in which allegations were made of damages because of "property damage"  
22 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
23 excluded. "Property damage" is generally defined as physical injury to tangible property and  
24 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
25 exposure to substantially the same general harmful conditions.

26 245. On information and belief, the Ironshore-JP Policy also includes a Prior Damage  
27 Endorsement.

28 246. JP Construction was named as a defendant in a matter styled Casallas v. Barker-

1 Coleman Construction, LLC, Washoe County Case No.: CV10-03610 ("Casallas").

2 247. Allegations were made in Casallas of damages to real property that potentially could  
3 have occurred during the time the Ironshore-JP Policy was in effect.

4 248. On behalf of JP Construction, request was made that Ironshore provide a defense in  
5 Casallas.

6 249. Ironshore conducted a limited investigation in an effort to try and confirm that  
7 construction of the real property at issue in Casallas was completed prior to the inception of the  
8 Ironshore-JP Policy. Said investigation was performed in order to take the position that damages  
9 commenced no later than when construction work was completed.

10 250. Based on the belief that all construction work at issue was completed prior to the  
11 inception of any relevant policy, Ironshore disclaimed coverage to JP Construction in connection  
12 with Casallas based on the assertion of the Prior Damage Endorsement.

13 251. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
14 Damage Endorsement is baseless and contrary to law.

15 252. Assurance issued JP Construction one or more commercial general liability policies  
16 ("Zurich-JP Policies").

17 253. As with the Ironshore-JP Policy, the Zurich-JP Policies also provide that a defense is  
18 owed in any suit in which allegations were made of damages because of "property damage"  
19 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
20 excluded. "Property damage" is generally defined as physical injury to tangible property and  
21 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
22 exposure to substantially the same general harmful conditions.

23 254. In response to a tender, a defense was provided to JP Construction in connection  
24 with Casallas.

25 255. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
26 duty to defend JP Construction in connection with Casallas under the Ironshore-JP Policy.

27 256. This dispute presents an actual, present and justiciable controversy.

28 257. A judicial determination of this controversy is necessary and appropriate in order for

1 the parties to ascertain their rights, duties and obligations regarding this dispute.

2 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

3 CAUSE OF ACTION NO. 32 - CONTRIBUTION

4 JP Construction - Casallas

5 258. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
6 herein.

7 259. Sums were incurred on behalf of JP Construction in connection with Casallas under  
8 the Zurich-JP Policies in connection with the defense of it and/or settlement of claims.

9 260. The obligations owing under the Ironshore-JP Policy and the Zurich-JP Policies as to  
10 Casallas are co-extensive and overlap as the policies afford coverage for the same risks.

11 261. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
12 excess of their equitable share.

13 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

14 CAUSE OF ACTION NO. 33 - INDEMNITY

15 JP Construction - Casallas

16 262. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
17 herein.

18 263. Sums were incurred on behalf of JP Construction in connection with Casallas under  
19 the Zurich-JP Policies in connection with the defense of it and/or settlement of claims.

20 264. Given the allegations of damage during the period the Ironshore-JP Policy was in  
21 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
22 Ironshore-JP Policy.

23 265. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
24 were its sole obligation under the Ironshore-JP Policy.

25 CAUSE OF ACTION NO. 34 - DECLARATORY RELIEF

26 Universal Framing - Clark

27 266. Ironshore issued Universal Framing commercial general liability policies including,  
28 but not limited to Policy No.: IRH00T960805001 (effective 10/13/08-10/13/09) and Policy No.:

1 00T960905001 (effective 10/13/09-10/13/10)(collectively "Ironshore-UF Policy").

2 267. On information and belief, the Ironshore-UF Policy provides that Ironshore shall  
3 defend any suit in which allegations were made of damages because of "property damage"  
4 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
5 excluded. "Property damage" is generally defined as physical injury to tangible property and  
6 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
7 exposure to substantially the same general harmful conditions.

8 268. On information and belief, the Ironshore-UF Policy also includes a Prior Damage  
9 Endorsement.

10 269. Universal Framing was named as a defendant in a matter styled Clark v. D.W.  
11 Arnold, Inc., Washoe County Case No.: CV13-01125 ("Clark").

12 270. Allegations were made in Clark of damages to real property that potentially could  
13 have occurred during the time the Ironshore-UF Policy was in effect.

14 271. On behalf of Universal Framing, request was made that Ironshore provide a defense  
15 in Clark.

16 272. Ironshore conducted a limited investigation in an effort to try and confirm that  
17 construction of the real property at issue in Clark was completed prior to the inception of the  
18 Ironshore-UF Policy. Said investigation was performed in order to take the position that damages  
19 commenced no later than when construction work was completed.

20 273. Based on the belief that all construction work at issue was completed prior to the  
21 inception of any relevant policy, Ironshore disclaimed coverage to Universal Framing in connection  
22 with Clark based on the assertion of the Prior Damage Endorsement.

23 274. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
24 Damage Endorsement is baseless and contrary to law.

25 275. Assurance issued Universal Framing one or more commercial general liability  
26 policies ("Zurich-UF Policies").

27 276. As with the Ironshore-UF Policy, the Zurich-UF Policies also provide that a defense  
28 is owed in any suit in which allegations were made of damages because of "property damage"

1 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
2 excluded. "Property damage" is generally defined as physical injury to tangible property and  
3 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
4 exposure to substantially the same general harmful conditions.

5 277. In response to a tender, a defense was provided to Universal Framing in connection  
6 with Clark.

7 278. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
8 duty to defend Universal Framing in connection with Clark under the Ironshore-UF Policy.

9 279. This dispute presents an actual, present and justiciable controversy.

10 280. A judicial determination of this controversy is necessary and appropriate in order for  
11 the parties to ascertain their rights, duties and obligations regarding this dispute.

12 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

13 CAUSE OF ACTION NO. 35 - CONTRIBUTION

14 Universal Framing - Clark

15 281. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
16 herein.

17 282. Sums were incurred on behalf of Universal Framing in connection with Clark under  
18 the Zurich-UF Policies in connection with the defense of it and/or settlement of claims.

19 283. The obligations owing under the Ironshore-UF Policy and the Zurich-UF Policies as  
20 to Clark are co-extensive and overlap as the policies afford coverage for the same risks.

21 284. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
22 excess of their equitable share.

23 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

24 CAUSE OF ACTION NO. 36 - INDEMNITY

25 Universal Framing - Clark

26 285. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
27 herein.

28 286. Sums were incurred on behalf of Universal Framing in connection with Clark under

1 the Zurich-UF Policies in connection with the defense of it and/or settlement of claims.

2 287. Given the allegations of damage during the period the Ironshore-UF Policy was in  
3 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
4 Ironshore-UF Policy.

5 288. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
6 were its sole obligation under the Ironshore-UF Policy.

7 CAUSE OF ACTION NO. 37 - DECLARATORY RELIEF

8 Champion Masonry - Garcia

9 289. Ironshore issued Champion Masonry commercial general liability policies including,  
10 but not limited to, Policy No.: 011040905001 (effective 05/31/09-05/31/10) (collectively  
11 "Ironshore-CM Policy"). On information and belief, Centex Homes qualifies as an additional  
12 insured under the CM Policy.

13 290. On information and belief, the Ironshore-CM Policy provides that Ironshore shall  
14 defend any suit in which allegations were made of damages because of "property damage"  
15 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
16 excluded. "Property damage" is generally defined as physical injury to tangible property and  
17 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
18 exposure to substantially the same general harmful conditions.

19 291. On information and belief, the Ironshore-CM Policy also includes a Prior Damage  
20 Endorsement.

21 292. Centex Homes was named as a defendant in a matter styled Garcia v. Centex Homes,  
22 Clark County Case No.: A616729 ("Garcia").

23 293. Allegations were made in Garcia of damages to real property that potentially could  
24 have occurred during the time the Ironshore-CM Policy was in effect.

25 294. On behalf of Centrex, Homes request was made that Ironshore provide it a defense in  
26 Garcia.

27 295. Ironshore conducted a limited investigation in an effort to try and confirm that  
28 construction of the real property at issue in Garcia was completed prior to the inception of the

1 Ironshore-CM Policy. Said investigation was performed in order to take the position that damages  
2 commenced no later than when construction work was completed.

3 296. Based on the belief that all construction work at issue was completed prior to the  
4 inception of any relevant policy, Ironshore disclaimed coverage to Centex Homes in connection  
5 with Garcia based on the assertion of the Prior Damage Endorsement.

6 297. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
7 Damage Endorsement is baseless and contrary to law.

8 298. Assurance issued Champion Masonry one or more commercial general liability  
9 policies under which Centex Homes qualified as an additional insured ("Zurich-UF Policies").

10 299. As with the Ironshore-CM Policy, the Zurich-CM Policies also provide that a  
11 defense is owed in any suit in which allegations were made of damages because of "property  
12 damage" potentially caused by an "occurrence," occurring during the policy period and not  
13 otherwise excluded. "Property damage" is generally defined as physical injury to tangible property  
14 and corresponding loss of use. "Occurrence" is generally defined as an accident, including the  
15 repeated exposure to substantially the same general harmful conditions.

16 300. In response to a tender, a defense was provided to Centex Homes in connection with  
17 Garcia.

18 301. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
19 duty to defend Centex Homes in connection with Garcia under the Ironshore-CM Policy.

20 302. This dispute presents an actual, present and justiciable controversy.

21 303. A judicial determination of this controversy is necessary and appropriate in order for  
22 the parties to ascertain their rights, duties and obligations regarding this dispute.

23 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

24 CAUSE OF ACTION NO. 38 - CONTRIBUTION

25 Champion Masonry - Garcia

26 304. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
27 herein.

28 305. Sums were incurred on behalf of Centex Homes in connection with Garcia under the

1 Zurich-CM Policies in connection with the defense of it.

2 306. The obligations owing under the Ironshore-CM Policy and the Zurich-CM Policies  
3 as to Garcia are co-extensive and overlap as the policies afford coverage for the same risks.

4 307. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
5 excess of their equitable share.

6 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

7 CAUSE OF ACTION NO. 39 - INDEMNITY

8 Champion Masonry - Garcia

9 308. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
10 herein.

11 309. Sums were incurred on behalf of Centex Homes in connection with Garcia under the  
12 Zurich-CM Policies in connection with the defense of it.

13 310. Given the allegations of damage during the period the Ironshore-CM Policy was in  
14 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
15 Ironshore-CM Policy.

16 311. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
17 were its sole obligation under the Ironshore-CM Policy.

18 CAUSE OF ACTION NO. 40 - DECLARATORY RELIEF

19 Champion Masonry - Marcel

20 312. Ironshore issued Champion Masonry the Ironshore-CM Policy.

21 313. On information and belief, the Ironshore-CM Policy provides that Ironshore shall  
22 defend any suit in which allegations were made of damages because of "property damage"  
23 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
24 excluded. "Property damage" is generally defined as physical injury to tangible property and  
25 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
26 exposure to substantially the same general harmful conditions.

27 314. On information and belief, the Ironshore-CM Policy also includes a Prior Damage  
28 Endorsement.



1           315. Champion was named as a defendant in a matter styled Marcel v. The Developers of  
2 Nevada, LLC, Clark County Case No.: A654209 ("Marcel").

3           316. Allegations were made in Marcel of damages to real property that potentially could  
4 have occurred during the time the Ironshore-CM Policy was in effect.

5           317. On behalf of Champion, request was made that Ironshore provide it a defense in  
6 Marcel.

7           318. Ironshore conducted a limited investigation in an effort to try and confirm that  
8 construction of the real property at issue in Marcel was completed prior to the inception of the  
9 Ironshore-CM Policy. Said investigation was performed in order to take the position that damages  
10 commenced no later than when construction work was completed.

11           319. Based on the belief that all construction work at issue was completed prior to the  
12 inception of any relevant policy, Ironshore disclaimed coverage to Champion in connection with  
13 Marcel based on the assertion of the Prior Damage Endorsement.

14           320. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
15 Damage Endorsement is baseless and contrary to law.

16           321. Assurance issued Champion Masonry the Zurich CM Policies.

17           322. As with the Ironshore-CM Policy, the Zurich-CM Policies also provide that a  
18 defense is owed in any suit in which allegations were made of damages because of "property  
19 damage" potentially caused by an "occurrence," occurring during the policy period and not  
20 otherwise excluded. "Property damage" is generally defined as physical injury to tangible property  
21 and corresponding loss of use. "Occurrence" is generally defined as an accident, including the  
22 repeated exposure to substantially the same general harmful conditions.

23           323. In response to a tender, a defense was provided to Champion in connection with  
24 Marcel.

25           324. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
26 duty to defend Champion in connection with Marcel under the Ironshore-CM Policy.

27           325. This dispute presents an actual, present and justiciable controversy.

28           326. A judicial determination of this controversy is necessary and appropriate in order for

1 the parties to ascertain their rights, duties and obligations regarding this dispute.

2 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

3 CAUSE OF ACTION NO. 41 - CONTRIBUTION

4 Champion Masonry - Marcel

5 327. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
6 herein.

7 328. Sums were incurred on behalf of Champion in connection with Marcel under the  
8 Zurich-CM Policies.

9 329. The obligations owing under the Ironshore-CM Policy and the Zurich-CM Policies  
10 as to Marcel are co-extensive and overlap as the policies afford coverage for the same risks.

11 330. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
12 excess of their equitable share.

13 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

14 CAUSE OF ACTION NO. 42 - INDEMNITY

15 Champion Masonry - Marcel

16 331. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
17 herein.

18 332. Sums were incurred on behalf of Champion in connection with Marcel under the  
19 Zurich-CM Policies in connection with the defense of it.

20 333. Given the allegations of damage during the period the Ironshore-CM Policy was in  
21 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
22 Ironshore-CM Policy.

23 334. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
24 were its sole obligation under the Ironshore-CM Policy.

25 CAUSE OF ACTION NO. 43 - DECLARATORY RELIEF

26 RAMM Corp. - Sanchez

27 335. Ironshore issued RAMM Corp. commercial general liability policies including, but  
28 not limited to, Policy No.: 00V6P0805001 (effective 11/15/08-11/15/09) (collectively "Ironshore-

1 RC Policy").

2 336. On information and belief, the Ironshore-RC Policy provides that Ironshore shall  
3 defend any suit in which allegations were made of damages because of "property damage"  
4 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
5 excluded. "Property damage" is generally defined as physical injury to tangible property and  
6 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
7 exposure to substantially the same general harmful conditions.

8 337. On information and belief, the Ironshore-RC Policy also includes a Prior Damage  
9 Endorsement.

10 338. Champion was named as a defendant in a matter styled Sanchez v. KB Home  
11 Nevada, Inc., Clark County Case No.: A616739 ("Sanchez").

12 339. Allegations were made in Sanchez of damages to real property that potentially could  
13 have occurred during the time the Ironshore-RC Policy was in effect.

14 340. On behalf of RAMM Corp., request was made that Ironshore provide it a defense in  
15 Sanchez.

16 341. Ironshore conducted a limited investigation in an effort to try and confirm that  
17 construction of the real property at issue in Sanchez was completed prior to the inception of the  
18 Ironshore-RC Policy. Said investigation was performed in order to take the position that damages  
19 commenced no later than when construction work was completed.

20 342. Based on the belief that all construction work at issue was completed prior to the  
21 inception of any relevant policy, Ironshore disclaimed coverage to RAMM Corp. in connection with  
22 Sanchez based on the assertion of the Prior Damage Endorsement.

23 343. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
24 Damage Endorsement is baseless and contrary to law.

25 344. Assurance issued RAMM Corp. multiple insurance policies ("Zurich-RC Policies").

26 345. As with the Ironshore-RC Policy, the Zurich-RC Policies also provide that a defense  
27 is owed in any suit in which allegations were made of damages because of "property damage"  
28 potentially caused by an "occurrence," occurring during the policy period and not otherwise

1 excluded. "Property damage" is generally defined as physical injury to tangible property and  
2 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
3 exposure to substantially the same general harmful conditions.

4 346. In response to a tender, a defense was provided to RAMM Corp. in connection with  
5 Sanchez.

6 347. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
7 duty to defend RAMM Corp. in connection with Sanchez under the Ironshore-RC Policy.

8 348. This dispute presents an actual, present and justiciable controversy.

9 349. A judicial determination of this controversy is necessary and appropriate in order for  
10 the parties to ascertain their rights, duties and obligations regarding this dispute.

11 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

12 CAUSE OF ACTION NO. 44 - CONTRIBUTION

13 RAMM Corp. - Sanchez

14 350. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
15 herein.

16 351. Sums were incurred on behalf of RAMM Corp. in connection with Sanchez under  
17 the Zurich-RC Policies.

18 352. The obligations owing under the Ironshore-RC Policy and the Zurich-CM Policies as  
19 to Marcel are co-extensive and overlap as the policies afford coverage for the same risks.

20 353. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
21 excess of their equitable share.

22 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

23 CAUSE OF ACTION NO. 45 - INDEMNITY

24 RAMM Corp. - Sanchez

25 354. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
26 herein.

27 355. Sums were incurred on behalf of RAMM Corp. in in connection with Marcel under  
28 the Zurich-RC Policies in connection with the defense of it.

1           356.    Given the allegations of damage during the period the Ironshore-RC Policy was in  
2 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
3 Ironshore-RC Policy.

4           357.    Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
5 were its sole obligation under the Ironshore-RC Policy.

6                           CAUSE OF ACTION NO. 46 - DECLARATORY RELIEF

7   PR Construction - Boyer

8           358.    On information and belief, Ironshore issued PR Construction multiple commercial  
9 general liability policies (collectively "Ironshore-PR Policy").

10          359.    On information and belief, the Ironshore-PR Policy provides that Ironshore shall  
11 defend any suit in which allegations were made of damages because of "property damage"  
12 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
13 excluded. "Property damage" is generally defined as physical injury to tangible property and  
14 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
15 exposure to substantially the same general harmful conditions.

16          360.    On information and belief, the Ironshore-PR Policy also includes a Prior Damage  
17 Endorsement.

18          361.    PR Construction was named as a defendant in a matter styled Boyer v. PN II, Inc.,  
19 Clark County Case No.: A603841 ("Boyer").

20          362.    Allegations were made in Boyer of damages to real property that potentially could  
21 have occurred during the time the Ironshore-PR Policy was in effect.

22          363.    On behalf of PR Construction, request was made that Ironshore provide it a defense  
23 in Boyer.

24          364.    Ironshore conducted a limited investigation in an effort to try and confirm that  
25 construction of the real property at issue in Sanchez was completed prior to the inception of the  
26 Ironshore-PR Policy. Said investigation was performed in order to take the position that damages  
27 commenced no later than when construction work was completed.

28          365.    Based on the belief that all construction work at issue was completed prior to the

1 inception of any relevant policy, Ironshore disclaimed coverage to PR Construction in connection  
2 with Boyer based on the assertion of the Prior Damage Endorsement.

3 366. Ironshore's assumption regarding the timing of damages so as to assert its Prior  
4 Damage Endorsement is baseless and contrary to law.

5 367. Northern issued PR Construction a commercial general insurance policy ("Zurich-  
6 PR Policy").

7 368. As with the Ironshore-PR Policy, the Zurich-PR Policy also provides that a defense  
8 is owed in any suit in which allegations were made of damages because of "property damage"  
9 potentially caused by an "occurrence," occurring during the policy period and not otherwise  
10 excluded. "Property damage" is generally defined as physical injury to tangible property and  
11 corresponding loss of use. "Occurrence" is generally defined as an accident, including the repeated  
12 exposure to substantially the same general harmful conditions.

13 369. In response to a tender, a defense was provided to PR Construction in connection  
14 with Boyer.

15 370. A dispute exists in this case regarding whether Ironshore also owed a co-extensive  
16 duty to defend PR Construction in connection with Boyer under the Ironshore-PR Policy.

17 371. This dispute presents an actual, present and justiciable controversy.

18 372. A judicial determination of this controversy is necessary and appropriate in order for  
19 the parties to ascertain their rights, duties and obligations regarding this dispute.

20 Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

21 CAUSE OF ACTION NO. 47 - CONTRIBUTION

22 PR Construction - Boyer

23 373. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
24 herein.

25 374. Sums were incurred on behalf of PR Construction in connection with Boyer under  
26 the Zurich-PR Policy.

27 375. The obligations owing under the Ironshore-PR Policy and the Zurich-PR Policy as to  
28 Boyer are co-extensive and overlap as the policies afford coverage for the same risks.

1           376. Plaintiffs, therefore, are entitled to contribution from Ironshore for all sums paid in  
2 excess of their equitable share.

3           Wherefore, Plaintiffs pray for judgment as hereinafter set forth.

4                                   CAUSE OF ACTION NO. 48 - INDEMNITY

5                                   PR Construction - Boyer

6           377. Plaintiffs incorporate the provisions of all prior paragraphs as though fully set forth  
7 herein.

8           378. Sums were incurred on behalf of PR Construction in in connection with Boyer under  
9 the Zurich-PR Policy.

10          379. Given the allegations of damage during the period the Ironshore-PR Policy was in  
11 effect, some or all of the sums incurred by Plaintiffs were the sole obligation of Ironshore under the  
12 Ironshore-PR Policy.

13          380. Plaintiffs, therefore, are entitled to indemnity from Ironshore for all sums paid that  
14 were its sole obligation under the Ironshore-PR Policy.

15          Wherefore, Plaintiffs pray for judgment as follows:

16          As to the First Cause of Action for Declaratory Relief:

17           1. For a declaration and determination that Ironshore owed a duty to defend Cedco in  
18 connection with Anthem;

19           2. For a declaration and determination as to the sum Ironshore must reimburse  
20 Plaintiffs;

21           3. For damages according to proof at trial;

22           4. For costs and interest; and

23           5. For all other relief this Court deems proper.

24          As to the Fourth Cause of Action for Declaratory Relief:

25           1. For a declaration and determination that Ironshore owed a duty to defend Cedco in  
26 connection with Seven Hills;

27           2. For a declaration and determination as to the sum Ironshore must reimburse  
28 Plaintiffs;

1           3.       For damages according to proof at trial;

2           4.       For costs and interest; and

3           5.       For all other relief this Court deems proper.

4       As to the Seventh Cause of Action for Declaratory Relief:

5           1.       For a declaration and determination that Ironshore owed a duty to defend Debard  
6 Plumbing in connection with Drost;

7           2.       For a declaration and determination as to the sum Ironshore must reimburse  
8 Plaintiffs;

9           3.       For damages according to proof at trial;

10          4.       For costs and interest; and

11          5.       For all other relief this Court deems proper.

12       As to the Tenth Cause of Action for Declaratory Relief:

13          1.       For a declaration and determination that Ironshore owed a duty to defend Debard  
14 Plumbing in connection with Lino;

15          2.       For a declaration and determination as to the sum Ironshore must reimburse  
16 Plaintiffs;

17          3.       For damages according to proof at trial;

18          4.       For costs and interest; and

19          5.       For all other relief this Court deems proper.

20       As to the Thirteenth Cause of Action for Declaratory Relief:

21          1.       For a declaration and determination that Ironshore owed a duty to defend Debard  
22 Plumbing in connection with Wikey;

23          2.       For a declaration and determination as to the sum Ironshore must reimburse  
24 Plaintiffs;

25          3.       For damages according to proof at trial;

26          4.       For costs and interest; and

27          5.       For all other relief this Court deems proper.

28       As to the Sixteenth Cause of Action for Declaratory Relief:



1           1.       For a declaration and determination that Ironshore owed a duty to defend Laird  
2 Whipple in connection with Bennett;

3           2.       For a declaration and determination as to the sum Ironshore must reimburse  
4 Plaintiffs;

5           3.       For damages according to proof at trial;

6           4.       For costs and interest; and

7           5.       For all other relief this Court deems proper.

8       As to the Nineteenth Cause of Action for Declaratory Relief:

9           1.       For a declaration and determination that Ironshore owed a duty to defend Stewart  
10 and Sundell in connection with Anthem.

11          2.       For a declaration and determination as to the sum Ironshore must reimburse  
12 Plaintiffs;

13          3.       For damages according to proof at trial;

14          4.       For costs and interest; and

15          5.       For all other relief this Court deems proper.

16       As to the Twenty Second Cause of Action for Declaratory Relief:

17          1.       For a declaration and determination that Ironshore owed a duty to defend Stewart &  
18 Sundell in connection with Stallion Mountain;

19          2.       For a declaration and determination as to the sum Ironshore must reimburse  
20 Plaintiffs;

21          3.       For damages according to proof at trial;

22          4.       For costs and interest; and

23          5.       For all other relief this Court deems proper.

24       As to the Twenty Fifth Cause of Action for Declaratory Relief:

25          1.       For a declaration and determination that Ironshore owed a duty to defend Stewart &  
26 Sundell in connection with Sun City;

27          2.       For a declaration and determination as to the sum Ironshore must reimburse  
28 Plaintiffs;

1           3.     For damages according to proof at trial;

2           4.     For costs and interest; and

3           5.     For all other relief this Court deems proper.

4           As to the Twenty Eighth Cause of Action for Declaratory Relief:

5           1.     For a declaration and determination that Ironshore owed a duty to defend Cedco in  
6 connection with Mohan;

7           2.     For a declaration and determination as to the sum Ironshore must reimburse  
8 Plaintiffs;

9           3.     For damages according to proof at trial;

10          4.     For costs and interest; and

11          5.     For all other relief this Court deems proper.

12          As to the Thirty First Cause of Action for Declaratory Relief:

13          1.     For a declaration and determination that Ironshore owed a duty to defend JP  
14 Construction in connection with Casallas;

15          2.     For a declaration and determination as to the sum Ironshore must reimburse  
16 Plaintiffs;

17          3.     For damages according to proof at trial;

18          4.     For costs and interest; and

19          5.     For all other relief this Court deems proper.

20          As to the Thirty Fourth Cause of Action for Declaratory Relief:

21          1.     For a declaration and determination that Ironshore owed a duty to defend Universal  
22 Framing in connection with Clark;

23          2.     For a declaration and determination as to the sum Ironshore must reimburse  
24 Plaintiffs;

25          3.     For damages according to proof at trial;

26          4.     For costs and interest; and

27          5.     For all other relief this Court deems proper.

28          As to the Thirty Seventh Cause of Action for Declaratory Relief:

1           1.       For a declaration and determination that Ironshore owed a duty to defend Centex  
2 Homes in connection with Garcia;

3           2.       For a declaration and determination as to the sum Ironshore must reimburse  
4 Plaintiffs;

5           3.       For damages according to proof at trial;

6           4.       For costs and interest; and

7           5.       For all other relief this Court deems proper.

8       As to the Fortieth Cause of Action for Declaratory Relief:

9           1.       For a declaration and determination that Ironshore owed a duty to defend Champion  
10 Homes in connection with Marcel;

11          2.       For a declaration and determination as to the sum Ironshore must reimburse  
12 Plaintiffs;

13          3.       For damages according to proof at trial;

14          4.       For costs and interest; and

15          5.       For all other relief this Court deems proper.

16       As to the Forty Third Cause of Action for Declaratory Relief:

17          1.       For a declaration and determination that Ironshore owed a duty to defend RAMM  
18 Corp. in connection with Sanchez;

19          2.       For a declaration and determination as to the sum Ironshore must reimburse  
20 Plaintiffs;

21          3.       For damages according to proof at trial;

22          4.       For costs and interest; and

23          5.       For all other relief this Court deems proper.

24       As to the Forty Sixth Cause of Action for Declaratory Relief:

25          1.       For a declaration and determination that Ironshore owed a duty to defend PR  
26 Construction in connection with Boyer;

27          2.       For a declaration and determination as to the sum Ironshore must reimburse  
28 Plaintiffs;

3. For damages according to proof at trial;
4. For costs and interest; and
5. For all other relief this Court deems proper.

As to all other causes of action:

1. For damages according to proof at trial;
2. For costs and interest; and
3. For all other relief this Court deems proper.

Dated: **September 28, 2015**

MORALES FIERRO & REEVES

By: /s/ William C. Reeves

William C. Reeves

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Attorneys for Defendant  
IRONSHORE SPECIALTY  
INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ASSURANCE COMPANY OF AMERICA, NORTHERN INSURANCE COMPANY OF NEW YORK and AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY,	)	Case No. 2:15-cv-00460-JAD-PAL
	)	
	)	IRONSHORE SPECIALTY
	)	INSURANCE COMPANY'S ANSWER
	)	TO PLAINTIFFS' SECOND
	)	<u>AMENDED COMPLAINT</u>
Plaintiffs,	)	
	)	
vs.	)	
	)	
IRONSHORE SPECIALTY INSURANCE COMPANY and DOES 1-20 inclusive,	)	
	)	
Defendants.	)	

Defendant Ironshore Specialty Insurance Company ("Ironshore"), in response to the Second Amended Complaint ("SAC") filed by Assurance Company of America, Northern Insurance Company of New York and American Guarantee and Liability Insurance Company (collectively, "Plaintiffs"), admits, denies and avers as follows:

1. The allegations of paragraph 1 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 1 and, on that basis, denies each and every allegation therein.

2. Responding to paragraph 2, Ironshore admits that it is a corporation. The allegation that it is engaged in the business of issuing commercial general liability insurance

1 policies is vague, ambiguous, incomplete, and inaccurate, and, on that basis, Ironshore denies that  
2 allegation.

3 3. The allegations of paragraph 3 consist of legal conclusions to which no response is  
4 required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
5 specifically denies the allegation that certain acts or omissions are covered by any insurance  
6 policy issued by Ironshore. In addition, Ironshore avers that the allegations regarding venue in  
7 the Nevada District Court for Clark County, including the allegation that certain acts and/or  
8 omissions allegedly took place in the judicial district of the Nevada District Court for Clark  
9 County, and that events that allegedly are the subject and nexus of claims asserted in the SAC are  
10 allegedly located and/or took place in the judicial district of the Nevada District Court for Clark  
11 County, are moot following the removal of this action to this federal district court. Ironshore  
12 denies any remaining allegations of paragraph 3.

13 CAUSE OF ACTION NO. 1 – DECLARATORY RELIEF

14 (Cedco – Anthem)

15 4. Responding to paragraph 4, Ironshore denies that it issued Cedco commercial  
16 liability policies, including but not limited to policy no. 001194200 and policy no.  
17 018ER0905001, referred to in the SAC as "the Ironshore-CD Policy". Ironshore avers that it  
18 issued commercial general liability policies to Cedco, Inc., nos. 000194200 and 018ER0905001,  
19 and that the terms of the policies referred to as the Ironshore-CD Policy speak for themselves.

20 5. Responding to paragraph 5, Ironshore denies each and every allegation therein.

21 6. Responding to paragraph 6, Ironshore denies each and every allegation therein.

22 7. Responding to paragraph 7, Ironshore denies that "Cedco" was named as a  
23 defendant in a matter styled *Anthem Country Club COA v. Terravita Home Construction Co.*,  
24 Clark County Case No. A634626 ("*Anthem*"), and avers that Cedco, Inc. was named as a third-  
25 party defendant in *Anthem*.

26 8. Responding to paragraph 8, Ironshore denies each and every allegation therein.

27 9. Responding to paragraph 9, the allegations are vague and ambiguous as to who on  
28 behalf of Cedco made the request for a defense. Accordingly, Ironshore lacks sufficient

1 knowledge and information to form a belief regarding the truth of the allegations contained in  
2 paragraph 9 and, on that basis, denies each and every allegation therein.

3 10. Responding to paragraph 10, Ironshore denies each and every allegation therein.

4 11. Responding to paragraph 11, Ironshore admits that it disclaimed coverage for its  
5 insured for *Anthem*, but denies the remaining allegations.

6 12. The allegations of paragraph 12 consist of legal conclusions to which no response  
7 is required. To the extent any response is required, Ironshore denies the allegations.

8 13. The allegations of paragraph 13 are not directed against Ironshore, and therefore  
9 no response is required. To the extent any response is required, Ironshore lacks sufficient  
10 knowledge and information to form a belief regarding the truth of the allegations contained in  
11 paragraph 13 and, on that basis, denies each and every allegation therein.

12 14. Responding to paragraph 14, Ironshore denies the allegations that are directed at it.  
13 The remaining allegations of paragraph 14 are not directed against Ironshore, and therefore no  
14 response is required. To the extent any response is required, Ironshore lacks sufficient knowledge  
15 and information to form a belief regarding the truth of the remaining allegations contained in  
16 paragraph 14 and, on that basis, denies each and every allegation therein.

17 15. The allegations of paragraph 15 are not directed against Ironshore, and therefore  
18 no response is required. To the extent any response is required, Ironshore lacks sufficient  
19 knowledge and information to form a belief regarding the truth of the allegations contained in  
20 paragraph 15 and, on that basis, denies each and every allegation therein.

21 16. Responding to paragraph 16, Ironshore denies each and every allegation therein.

22 17. The allegations of paragraph 17 consist of legal conclusions to which no response  
23 is required. To the extent any response is required, Ironshore denies the allegations.

24 18. The allegations of paragraph 18 consist of legal conclusions to which no response  
25 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
26 further denies that Plaintiffs are entitled to the judgment sought.

27 CAUSE OF ACTION NO. 2 – CONTRIBUTION

28 (Cedco – Anthem)

1           19.     Ironshore incorporates by reference its responses to paragraphs 1 through 18  
2 above, as though fully set forth herein.

3           20.     The allegations of paragraph 20 are not directed against Ironshore, and therefore  
4 no response is required. To the extent any response is required, Ironshore lacks sufficient  
5 knowledge and information to form a belief regarding the truth of the allegations contained in  
6 paragraph 20 and, on that basis, denies each and every allegation therein.

7           21.     Responding to paragraph 21, Ironshore denies each and every allegation therein.

8           22.     The allegations of paragraph 22 consist of legal conclusions to which no response  
9 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
10 further denies that Plaintiffs are entitled to the judgment sought.

11                               CAUSE OF ACTION NO. 3 – INDEMNITY

12                               (Cedco – Anthem)

13           23.     Ironshore incorporates by reference its responses to paragraphs 1 through 22  
14 above, as though fully set forth herein.

15           24.     The allegations of paragraph 24 are not directed against Ironshore, and therefore  
16 no response is required. To the extent any response is required, Ironshore lacks sufficient  
17 knowledge and information to form a belief regarding the truth of the allegations contained in  
18 paragraph 24 and, on that basis, denies each and every allegation therein.

19           25.     Responding to paragraph 25, Ironshore denies each and every allegation therein.

20           26.     The allegations of paragraph 26 consist of legal conclusions to which no response  
21 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
22 further denies that Plaintiffs are entitled to the judgment sought.

23                               CAUSE OF ACTION NO. 4 – DECLARATORY RELIEF

24                               (Cedco – Seven Hills)

25           27.     Responding to paragraph 27, Ironshore denies that it issued a policy referred to in  
26 the SAC as "the Ironshore-CD Policy".

27           28.     Responding to paragraph 28, Ironshore denies each and every allegation therein.

28           29.     Responding to paragraph 29, Ironshore denies each and every allegation therein.



1           30.     Responding to paragraph 30, Ironshore denies that Cedco was named as a  
2 defendant in a matter styled *Seven Hills Master COA v. Granite Silver Development Partners, LP*,  
3 Clark County Case No. A639041 ("*Seven Hills*"), and avers that Cedco, Inc. was named as a  
4 third-party defendant in *Seven Hills*.

5           31.     Responding to paragraph 31, Ironshore denies each and every allegation therein.

6           32.     Responding to paragraph 32, the allegations are vague and ambiguous as to who  
7 on behalf of Cedco made the request for a defense. Accordingly, Ironshore lacks sufficient  
8 knowledge and information to form a belief regarding the truth of the allegations contained in  
9 paragraph 32 and, on that basis, denies each and every allegation therein.

10          33.     Responding to paragraph 33, Ironshore denies each and every allegation therein.

11          34.     Responding to paragraph 34, Ironshore admits that it disclaimed coverage for its  
12 insured for *Seven Hills*, but denies the remaining allegations.

13          35.     The allegations of paragraph 35 consist of legal conclusions to which no response  
14 is required. To the extent any response is required, Ironshore denies the allegations.

15          36.     The allegations of paragraph 36 are not directed against Ironshore, and therefore  
16 no response is required. To the extent any response is required, Ironshore lacks sufficient  
17 knowledge and information to form a belief regarding the truth of the allegations contained in  
18 paragraph 36 and, on that basis, denies each and every allegation therein.

19          37.     Responding to paragraph 37, Ironshore denies the allegations that are directed at it.  
20 The remaining allegations of paragraph 37 are not directed against Ironshore, and therefore no  
21 response is required. To the extent any response is required, Ironshore lacks sufficient knowledge  
22 and information to form a belief regarding the truth of the remaining allegations contained in  
23 paragraph 37 and, on that basis, denies each and every allegation therein.

24          38.     The allegations of paragraph 38 are not directed against Ironshore, and therefore  
25 no response is required. To the extent any response is required, Ironshore lacks sufficient  
26 knowledge and information to form a belief regarding the truth of the allegations contained in  
27 paragraph 38 and, on that basis, denies each and every allegation therein.

28          39.     Responding to paragraph 39, Ironshore denies each and every allegation therein.

1           40.     The allegations of paragraph 40 consist of legal conclusions to which no response  
2 is required. To the extent any response is required, Ironshore denies the allegations.

3           41.     The allegations of paragraph 41 consist of legal conclusions to which no response  
4 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
5 further denies that Plaintiffs are entitled to the judgment sought.

6                           CAUSE OF ACTION NO. 5 – CONTRIBUTION

7   (Cedco – Seven Hills)

8           42.     Ironshore incorporates by reference its responses to paragraphs 1 through 41  
9 above, as though fully set forth herein.

10          43.     The allegations of paragraph 43 are not directed against Ironshore, and therefore  
11 no response is required. To the extent any response is required, Ironshore lacks sufficient  
12 knowledge and information to form a belief regarding the truth of the allegations contained in  
13 paragraph 43 and, on that basis, denies each and every allegation therein.

14          44.     Responding to paragraph 44, Ironshore denies each and every allegation therein.

15          45.     The allegations of paragraph 45 consist of legal conclusions to which no response  
16 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
17 further denies that Plaintiffs are entitled to the judgment sought.

18                           CAUSE OF ACTION NO. 6 – INDEMNITY

19   (Cedco – Seven Hills)

20          46.     Ironshore incorporates by reference its responses to paragraphs 1 through 45  
21 above, as though fully set forth herein.

22          47.     The allegations of paragraph 47 are not directed against Ironshore, and therefore  
23 no response is required. To the extent any response is required, Ironshore lacks sufficient  
24 knowledge and information to form a belief regarding the truth of the allegations contained in  
25 paragraph 47 and, on that basis, denies each and every allegation therein.

26          48.     Responding to paragraph 48, Ironshore denies each and every allegation therein.

27          49.     The allegations of paragraph 49 consist of legal conclusions to which no response  
28 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore

1 further denies that Plaintiffs are entitled to the judgment sought.

2 CAUSE OF ACTION NO. 7 – DECLARATORY RELIEF

3 (Debard Plumbing - Drost)

4 50. Responding to paragraph 50, Ironshore avers that it issued to Debard Plumbing,  
5 Inc. a commercial general liability policy, no. 0110N0905001, referred to in the SAC as the  
6 "Ironshore-DB Policy", for the policy period of April 6, 2009, to April 6, 2010. Ironshore denies  
7 the remaining allegations of paragraph 50.

8 51. Responding to paragraph 51, Ironshore avers that the terms of the policy referred  
9 to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations  
10 of paragraph 51.

11 52. Responding to paragraph 52, Ironshore avers that the terms of the policy referred  
12 to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations  
13 of paragraph 52 and specifically denies that the policy includes an endorsement titled "Prior  
14 Damage Endorsement".

15 53. Responding to paragraph 53, Ironshore denies that Debard was named as a  
16 defendant in a matter styled *Drost v. Silverwing Development*, Washoe County Case No. CV12-  
17 02656 ("*Drost*"), and avers that Debard Plumbing, Inc. was named as a third-party defendant in  
18 *Drost*.

19 54. Responding to paragraph 54, Ironshore denies each and every allegation therein.

20 55. Responding to paragraph 55, the allegations are vague and ambiguous as to who  
21 on behalf of Debard made the request for a defense. Accordingly, Ironshore lacks sufficient  
22 knowledge and information to form a belief regarding the truth of the allegations contained in  
23 paragraph 55 and, on that basis, denies each and every allegation therein.

24 56. Responding to paragraph 56, Ironshore denies each and every allegation therein.

25 57. Responding to paragraph 57, Ironshore admits that it disclaimed coverage for its  
26 insured for *Drost*, but denies the remaining allegations.

27 58. The allegations of paragraph 58 consist of legal conclusions to which no response  
28 is required. To the extent any response is required, Ironshore denies the allegations.

1           59. The allegations of paragraph 59 are not directed against Ironshore, and therefore  
2 no response is required. To the extent any response is required, Ironshore lacks sufficient  
3 knowledge and information to form a belief regarding the truth of the allegations contained in  
4 paragraph 59 and, on that basis, denies each and every allegation therein.

5           60. Responding to paragraph 60, Ironshore denies the allegations that are directed at it.  
6 The remaining allegations of paragraph 60 are not directed against Ironshore, and therefore no  
7 response is required. To the extent any response is required, Ironshore lacks sufficient knowledge  
8 and information to form a belief regarding the truth of the remaining allegations contained in  
9 paragraph 60 and, on that basis, denies each and every allegation therein.

10           61. The allegations of paragraph 61 are not directed against Ironshore, and therefore  
11 no response is required. To the extent any response is required, Ironshore lacks sufficient  
12 knowledge and information to form a belief regarding the truth of the allegations contained in  
13 paragraph 61 and, on that basis, denies each and every allegation therein.

14           62. Responding to paragraph 62, Ironshore denies each and every allegation therein.

15           63. The allegations of paragraph 63 consist of legal conclusions to which no response  
16 is required. To the extent any response is required, Ironshore denies the allegations.

17           64. The allegations of paragraph 64 consist of legal conclusions to which no response  
18 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
19 further denies that Plaintiffs are entitled to the judgment sought.

20                           CAUSE OF ACTION NO. 8 – CONTRIBUTION

21   (Debard Plumbing - Drost)

22           65. Ironshore incorporates by reference its responses to paragraphs 1 through 64  
23 above, as though fully set forth herein.

24           66. The allegations of paragraph 66 are not directed against Ironshore, and therefore  
25 no response is required. To the extent any response is required, Ironshore lacks sufficient  
26 knowledge and information to form a belief regarding the truth of the allegations contained in  
27 paragraph 66 and, on that basis, denies each and every allegation therein.

28           67. Responding to paragraph 67, Ironshore denies each and every allegation therein.

1           68.     The allegations of paragraph 68 consist of legal conclusions to which no response  
2 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
3 further denies that Plaintiffs are entitled to the judgment sought.

4                           CAUSE OF ACTION NO. 9 – INDEMNITY

5                                   (Debard Plumbing - Drost)

6           69.     Ironshore incorporates by reference its responses to paragraphs 1 through 68  
7 above, as though fully set forth herein.

8           70.     The allegations of paragraph 70 are not directed against Ironshore, and therefore  
9 no response is required. To the extent any response is required, Ironshore lacks sufficient  
10 knowledge and information to form a belief regarding the truth of the allegations contained in  
11 paragraph 70 and, on that basis, denies each and every allegation therein.

12           71.     Responding to paragraph 71, Ironshore denies each and every allegation therein.

13           72.     The allegations of paragraph 72 consist of legal conclusions to which no response  
14 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
15 further denies that Plaintiffs are entitled to the judgment sought.

16                           CAUSE OF ACTION NO. 10 – DECLARATORY RELIEF

17                                   (Debard Plumbing - Lino)

18           73.     Responding to paragraph 73, Ironshore avers that it issued to Debard Plumbing,  
19 Inc. a commercial general liability policy for the policy period of April 6, 2009, to April 6, 2010.  
20 Ironshore denies the remaining allegations of paragraph 74.

21           74.     Responding to paragraph 74, Ironshore avers that the terms of the policy referred  
22 to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations  
23 of paragraph 74.

24           75.     Responding to paragraph 75, Ironshore avers that the terms of the policy referred  
25 to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations  
26 of paragraph 75 and specifically denies that the policy includes an endorsement titled "Prior  
27 Damage Endorsement".

28           76.     Responding to paragraph 76, Ironshore denies that Debard was named as a

1 defendant in a matter styled *Lino v. Lakemont Copper Hills, LLC*, Washoe County Case No.  
 2 CV11-03683 ("*Lino*"), and avers that Debard Plumbing, Inc. was named as a third-party  
 3 defendant in *Lino*.

4 77. Responding to paragraph 77, Ironshore denies each and every allegation therein.

5 78. Responding to paragraph 78, the allegations are vague and ambiguous as to who  
 6 on behalf of Debard made the request for a defense. Accordingly, Ironshore lacks sufficient  
 7 knowledge and information to form a belief regarding the truth of the allegations contained in  
 8 paragraph 78 and, on that basis, denies each and every allegation therein.

9 79. Responding to paragraph 79, Ironshore denies each and every allegation therein.

10 80. Responding to paragraph 80, Ironshore admits that it disclaimed coverage for its  
 11 insured for *Lino*, but denies the remaining allegations.

12 81. The allegations of paragraph 81 consist of legal conclusions to which no response  
 13 is required. To the extent any response is required, Ironshore denies the allegations.

14 82. The allegations of paragraph 82 are not directed against Ironshore, and therefore  
 15 no response is required. To the extent any response is required, Ironshore lacks sufficient  
 16 knowledge and information to form a belief regarding the truth of the allegations contained in  
 17 paragraph 82 and, on that basis, denies each and every allegation therein.

18 83. Responding to paragraph 83, Ironshore denies the allegations that are directed at it.  
 19 The remaining allegations of paragraph 83 are not directed against Ironshore, and therefore no  
 20 response is required. To the extent any response is required, Ironshore lacks sufficient knowledge  
 21 and information to form a belief regarding the truth of the remaining allegations contained in  
 22 paragraph 83 and, on that basis, denies each and every allegation therein.

23 84. The allegations of paragraph 84 are not directed against Ironshore, and therefore  
 24 no response is required. To the extent any response is required, Ironshore lacks sufficient  
 25 knowledge and information to form a belief regarding the truth of the allegations contained in  
 26 paragraph 84 and, on that basis, denies each and every allegation therein.

27 85. Responding to paragraph 85, Ironshore denies each and every allegation therein.

28 86. The allegations of paragraph 86 consist of legal conclusions to which no response

1 is required. To the extent any response is required, Ironshore denies the allegations.

2 87. The allegations of paragraph 87 consist of legal conclusions to which no response  
3 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
4 further denies that Plaintiffs are entitled to the judgment sought.

5 CAUSE OF ACTION NO. 11 – CONTRIBUTION

6 (Debard Plumbing - Lino)

7 88. Ironshore incorporates by reference its responses to paragraphs 1 through 87  
8 above, as though fully set forth herein.

9 89. The allegations of paragraph 89 are not directed against Ironshore, and therefore  
10 no response is required. To the extent any response is required, Ironshore lacks sufficient  
11 knowledge and information to form a belief regarding the truth of the allegations contained in  
12 paragraph 89 and, on that basis, denies each and every allegation therein.

13 90. Responding to paragraph 90, Ironshore denies each and every allegation therein.

14 91. The allegations of paragraph 91 consist of legal conclusions to which no response  
15 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
16 further denies that Plaintiffs are entitled to the judgment sought.

17 CAUSE OF ACTION NO. 12 – INDEMNITY

18 (Debard Plumbing - Lino)

19 92. Ironshore incorporates by reference its responses to paragraphs 1 through 91  
20 above, as though fully set forth herein.

21 93. The allegations of paragraph 93 are not directed against Ironshore, and therefore  
22 no response is required. To the extent any response is required, Ironshore lacks sufficient  
23 knowledge and information to form a belief regarding the truth of the allegations contained in  
24 paragraph 93 and, on that basis, denies each and every allegation therein.

25 94. Responding to paragraph 94, Ironshore denies each and every allegation therein.

26 95. The allegations of paragraph 95 consist of legal conclusions to which no response  
27 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
28 further denies that Plaintiffs are entitled to the judgment sought.

CAUSE OF ACTION NO. 13 – DECLARATORY RELIEF

(Debard Plumbing - Wikey)

96. Responding to paragraph 96, Ironshore Ironshore avers that it issued to Debard Plumbing, Inc. a commercial general liability policy for the policy period of April 6, 2009, to April 6, 2010. Ironshore denies the remaining allegations of paragraph 96.

97. Responding to paragraph 97, Ironshore avers that the terms of the policy referred to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations of paragraph 97.

98. Responding to paragraph 98, Ironshore avers that the terms of the policy referred to as the Ironshore-DB Policy speak for themselves. Ironshore denies the remaining allegations of paragraph 98 and specifically denies that the policy includes an endorsement titled "Prior Damage Endorsement".

99. Responding to paragraph 99, Ironshore denies that Debard was named as a defendant in a matter styled *Wikey v. K & M Homes of Nevada, LLC*, Washoe County Case No. CV11-01836 ("*Wikey*"), and avers that Debard Plumbing, Inc. was named as a third-party defendant in *Wikey*.

100. Responding to paragraph 100, Ironshore denies each and every allegation therein.

101. Responding to paragraph 101, the allegations are vague and ambiguous as to who on behalf of Debard made the request for a defense. Accordingly, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 101 and, on that basis, denies each and every allegation therein.

102. Responding to paragraph 102, Ironshore denies each and every allegation therein.

103. Responding to paragraph 103, Ironshore avers that it disclaimed coverage for its insured with respect to the claims upon which *Wikey* was based in whole or in part, but denies the remaining allegations.

104. The allegations of paragraph 104 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations.

105. The allegations of paragraph 105 are not directed against Ironshore, and therefore



1 no response is required. To the extent any response is required, Ironshore lacks sufficient  
 2 knowledge and information to form a belief regarding the truth of the allegations contained in  
 3 paragraph 105 and, on that basis, denies each and every allegation therein.

4 106. Responding to paragraph 106, Ironshore denies the allegations that are directed at  
 5 it. The remaining allegations of paragraph 106 are not directed against Ironshore, and therefore  
 6 no response is required. To the extent any response is required, Ironshore lacks sufficient  
 7 knowledge and information to form a belief regarding the truth of the remaining allegations  
 8 contained in paragraph 106 and, on that basis, denies each and every allegation therein.

9 107. The allegations of paragraph 107 are not directed against Ironshore, and therefore  
 10 no response is required. To the extent any response is required, Ironshore lacks sufficient  
 11 knowledge and information to form a belief regarding the truth of the allegations contained in  
 12 paragraph 107 and, on that basis, denies each and every allegation therein.

13 108. Responding to paragraph 108, Ironshore denies each and every allegation therein.

14 109. The allegations of paragraph 109 consist of legal conclusions to which no response  
 15 is required. To the extent any response is required, Ironshore denies the allegations.

16 110. The allegations of paragraph 110 consist of legal conclusions to which no response  
 17 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
 18 further denies that Plaintiffs are entitled to the judgment sought.

19 CAUSE OF ACTION NO. 14 – CONTRIBUTION

20 (Debard Plumbing - Wikey)

21 111. Ironshore incorporates by reference its responses to paragraphs 1 through 110  
 22 above, as though fully set forth herein.

23 112. The allegations of paragraph 112 are not directed against Ironshore, and therefore  
 24 no response is required. To the extent any response is required, Ironshore lacks sufficient  
 25 knowledge and information to form a belief regarding the truth of the allegations contained in  
 26 paragraph 112 and, on that basis, denies each and every allegation therein.

27 113. Responding to paragraph 113, Ironshore denies each and every allegation therein.

28 114. The allegations of paragraph 114 consist of legal conclusions to which no response

1 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
2 further denies that Plaintiffs are entitled to the judgment sought.

3 CAUSE OF ACTION NO. 15 – INDEMNITY

4 (Debard Plumbing - Wikey)

5 115. Ironshore incorporates by reference its responses to paragraphs 1 through 114  
6 above, as though fully set forth herein.

7 116. The allegations of paragraph 116 are not directed against Ironshore, and therefore  
8 no response is required. To the extent any response is required, Ironshore lacks sufficient  
9 knowledge and information to form a belief regarding the truth of the allegations contained in  
10 paragraph 116 and, on that basis, denies each and every allegation therein.

11 117. Responding to paragraph 117, Ironshore denies each and every allegation therein.

12 118. The allegations of paragraph 118 consist of legal conclusions to which no response  
13 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
14 further denies that Plaintiffs are entitled to the judgment sought.

15 CAUSE OF ACTION NO. 16 – DECLARATORY RELIEF

16 (Laird Whipple – Bennett)

17 119. Responding to paragraph 119, Ironshore avers that it issued commercial general  
18 liability policies to Southwest Foundations, Inc. dba Laird Whipple ("Laird Whipple") and others,  
19 including but not limited to policy no. 017BW0905001 (effective 4/15/09-4/15/10) and policy no.  
20 000242101 (effective 4/15/10-4/15/11), referred to in the SAC as the "Ironshore-LW Policy", and  
21 that the terms of those policies speak for themselves. Ironshore denies the remaining allegations  
22 of paragraph 119.

23 120. Responding to paragraph 120, Ironshore denies each and every allegation therein.

24 121. Responding to paragraph 121, Ironshore denies each and every allegation therein.

25 122. Responding to paragraph 122, Ironshore denies that Laird Whipple was named as a  
26 defendant in a matter styled *Bennett v. American West Homes*, Clark County Case No. A558243  
27 ("*Bennett*"), and avers that Southwest Foundations, Inc., formerly known as Laird Whipple  
28 Construction, was named as a third-party defendant in *Bennett*.

1           123.   Responding to paragraph 123, Ironshore denies each and every allegation therein.

2           124.   Responding to paragraph 124, the allegations are vague and ambiguous as to who  
3 on behalf of Laird Whipple made the request for a defense. Accordingly, Ironshore lacks  
4 sufficient knowledge and information to form a belief regarding the truth of the allegations  
5 contained in paragraph 124 and, on that basis, denies each and every allegation therein.

6           125.   Responding to paragraph 125, Ironshore denies each and every allegation therein.

7           126.   Responding to paragraph 126, Ironshore admits that it disclaimed coverage for its  
8 insured for *Bennett*, but denies the remaining allegations.

9           127.   The allegations of paragraph 127 consist of legal conclusions to which no response  
10 is required. To the extent any response is required, Ironshore denies the allegations.

11           128.   The allegations of paragraph 128 are not directed against Ironshore, and therefore  
12 no response is required. To the extent any response is required, Ironshore lacks sufficient  
13 knowledge and information to form a belief regarding the truth of the allegations contained in  
14 paragraph 128 and, on that basis, denies each and every allegation therein.

15           129.   Responding to paragraph 129, Ironshore denies the allegations that are directed at  
16 it. The remaining allegations of paragraph 129 are not directed against Ironshore, and therefore  
17 no response is required. To the extent any response is required, Ironshore lacks sufficient  
18 knowledge and information to form a belief regarding the truth of the remaining allegations  
19 contained in paragraph 129 and, on that basis, denies each and every allegation therein.

20           130.   The allegations of paragraph 130 are not directed against Ironshore, and therefore  
21 no response is required. To the extent any response is required, Ironshore lacks sufficient  
22 knowledge and information to form a belief regarding the truth of the allegations contained in  
23 paragraph 130 and, on that basis, denies each and every allegation therein.

24           131.   Responding to paragraph 131, Ironshore denies each and every allegation therein.

25           132.   The allegations of paragraph 132 consist of legal conclusions to which no response  
26 is required. To the extent any response is required, Ironshore denies the allegations.

27           133.   The allegations of paragraph 133 consist of legal conclusions to which no response  
28 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore

1 further denies that Plaintiffs are entitled to the judgment sought.

2 CAUSE OF ACTION NO. 17 – CONTRIBUTION

3 (Laird Whipple – Bennett)

4 134. Ironshore incorporates by reference its responses to paragraphs 1 through 133  
5 above, as though fully set forth herein.

6 135. The allegations of paragraph 135 are not directed against Ironshore, and therefore  
7 no response is required. To the extent any response is required, Ironshore lacks sufficient  
8 knowledge and information to form a belief regarding the truth of the allegations contained in  
9 paragraph 135 and, on that basis, denies each and every allegation therein.

10 136. Responding to paragraph 136, Ironshore denies each and every allegation therein.

11 137. The allegations of paragraph 137 consist of legal conclusions to which no response  
12 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
13 further denies that Plaintiffs are entitled to the judgment sought.

14 CAUSE OF ACTION NO. 18 – INDEMNITY

15 (Laird Whipple – Bennett)

16 138. Ironshore incorporates by reference its responses to paragraphs 1 through 137  
17 above, as though fully set forth herein.

18 139. The allegations of paragraph 139 are not directed against Ironshore, and therefore  
19 no response is required. To the extent any response is required, Ironshore lacks sufficient  
20 knowledge and information to form a belief regarding the truth of the allegations contained in  
21 paragraph 139 and, on that basis, denies each and every allegation therein.

22 140. Responding to paragraph 140, Ironshore denies each and every allegation therein.

23 141. The allegations of paragraph 141 consist of legal conclusions to which no response  
24 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
25 further denies that Plaintiffs are entitled to the judgment sought.

26 CAUSE OF ACTION NO. 19 – DECLARATORY RELIEF

27 (Stewart and Sundell – Anthem)

28 142. Responding to paragraph 142, Ironshore denies that it issued commercial general

liability policies to Stewart and Sundell, assigned policy no. 000167401, effective March 1, 2010 to March 1, 2011, and policy no. 012A80905001, effective March 1, 2009 to March 1, 2010, referred to in the SAC as "the Ironshore-SS Policy". Ironshore avers that it issued a commercial general liability policy to Nevada Concrete Services, Inc., policy no. 012A80905001, effective March 1, 2009 to March 1, 2010, and a commercial general liability policy to Nevada Concrete Services, Inc., Stewart & Sundell Concrete, Inc., Stewart & Sundell, LLC, and others, policy no. 012A80905001, effective March 1, 2009 to March 1, 2010.

143. Responding to paragraph 143, Ironshore denies each and every allegation therein.

144. Responding to paragraph 144, Ironshore denies each and every allegation therein.

145. Responding to paragraph 145, Ironshore denies that Stewart and Sundell was named as a defendant in *Anthem*, and avers that Stewart & Sundell, LLC was named as a third-party defendant in *Anthem*.

146. Responding to paragraph 146, denies each and every allegation therein.

147. Responding to paragraph 147, the allegations are vague and ambiguous as to who on behalf of Stewart and Sundell made the request for a defense. Accordingly, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 147 and, on that basis, denies each and every allegation therein.

148. Responding to paragraph 148, Ironshore denies each and every allegation therein.

149. Responding to paragraph 149, Ironshore admits that it disclaimed coverage for its insured in *Anthem*, but denies the remaining allegations.

150. The allegations of paragraph 150 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations.

160.<sup>1</sup> The allegations of paragraph 160 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 160 and, on that basis, denies each and every allegation therein.

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<sup>1</sup> The SAC omits paragraphs numbered 151 through 159. Ironshore responds to the allegations as they are set forth in the SAC.

1           161. Responding to paragraph 161, Ironshore denies the allegations that are directed at  
2 it. The remaining allegations of paragraph 161 are not directed against Ironshore, and therefore  
3 no response is required. To the extent any response is required, Ironshore lacks sufficient  
4 knowledge and information to form a belief regarding the truth of the remaining allegations  
5 contained in paragraph 161 and, on that basis, denies each and every allegation therein.

6           162. The allegations of paragraph 162 are not directed against Ironshore, and therefore  
7 no response is required. To the extent any response is required, Ironshore lacks sufficient  
8 knowledge and information to form a belief regarding the truth of the allegations contained in  
9 paragraph 162 and, on that basis, denies each and every allegation therein.

10          163. Responding to paragraph 163, Ironshore denies each and every allegation therein.

11          164. The allegations of paragraph 164 consist of legal conclusions to which no response  
12 is required. To the extent any response is required, Ironshore denies the allegations.

13          165. The allegations of paragraph 165 consist of legal conclusions to which no response  
14 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
15 further denies that Plaintiffs are entitled to the judgment sought.

16                                   CAUSE OF ACTION NO. 20 – CONTRIBUTION

17                                   (Stewart and Sundell – Anthem)

18          166. Ironshore incorporates by reference its responses to paragraphs 1 through 165  
19 above, as though fully set forth herein.

20          167. The allegations of paragraph 167 are not directed against Ironshore, and therefore  
21 no response is required. To the extent any response is required, Ironshore lacks sufficient  
22 knowledge and information to form a belief regarding the truth of the allegations contained in  
23 paragraph 167 and, on that basis, denies each and every allegation therein.

24          168. Responding to paragraph 168, Ironshore denies each and every allegation therein.

25          169. The allegations of paragraph 169 consist of legal conclusions to which no response  
26 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
27 further denies that Plaintiffs are entitled to the judgment sought.

28                                   CAUSE OF ACTION NO. 21 – INDEMNITY

(Stewart and Sundell – Anthem)

170. Ironshore incorporates by reference its responses to paragraphs 1 through 169 above, as though fully set forth herein.

171. The allegations of paragraph 171 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 171 and, on that basis, denies each and every allegation therein.

172. Responding to paragraph 172, Ironshore denies each and every allegation therein.

173. The allegations of paragraph 173 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations. Ironshore further denies that Plaintiffs are entitled to the judgment sought.

#### CAUSE OF ACTION NO. 22 – DECLARATORY RELIEF

(Stewart and Sundell – Stallion Mountain)

174. Responding to paragraph 174, Ironshore denies that it issued to Stewart and Sundell policies referred to in the SAC as "the Ironshore-SS Policy".

175. Responding to paragraph 175, Ironshore denies each and every allegation therein.

176. Responding to paragraph 176, Ironshore denies each and every allegation therein.

177. Responding to paragraph 177, Ironshore denies that Stewart and Sundell was named as a defendant in a matter styled *Stallion Mountain COA v. William Lyon Homes, Inc.*, Clark County Case No. A599651, and avers that Stewart & Sundell Concrete, Inc. was named as a third-party defendant in a matter styled *Stallion Mountain Community Association v. William Lyon Homes, Inc. ("Stallion Mountain")*, Clark County Case No. A599651.

178. Responding to paragraph 178, Ironshore denies each and every allegation therein.

179. Responding to paragraph 179, the allegations are vague and ambiguous as to who on behalf of Stewart and Sundell made the request for a defense. Accordingly, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 179 and, on that basis, denies each and every allegation therein.

180. Responding to paragraph 180, Ironshore denies each and every allegation therein.

1           181. Responding to paragraph 181, Ironshore admits that it disclaimed coverage for its  
2 insured for *Stallion Mountain*, but denies the remaining allegations.

3           182. The allegations of paragraph 182 consist of legal conclusions to which no response  
4 is required. To the extent any response is required, Ironshore denies the allegations.

5           183. The allegations of paragraph 183 are not directed against Ironshore, and therefore  
6 no response is required. To the extent any response is required, Ironshore lacks sufficient  
7 knowledge and information to form a belief regarding the truth of the allegations contained in  
8 paragraph 183 and, on that basis, denies each and every allegation therein.

9           184. Responding to paragraph 184, Ironshore denies the allegations that are directed at  
10 it. The remaining allegations of paragraph 184 are not directed against Ironshore, and therefore  
11 no response is required. To the extent any response is required, Ironshore lacks sufficient  
12 knowledge and information to form a belief regarding the truth of the remaining allegations  
13 contained in paragraph 184 and, on that basis, denies each and every allegation therein.

14           185. The allegations of paragraph 185 are not directed against Ironshore, and therefore  
15 no response is required. To the extent any response is required, Ironshore lacks sufficient  
16 knowledge and information to form a belief regarding the truth of the allegations contained in  
17 paragraph 185 and, on that basis, denies each and every allegation therein.

18           186. Responding to paragraph 186, Ironshore denies each and every allegation therein.

19           187. The allegations of paragraph 187 consist of legal conclusions to which no response  
20 is required. To the extent any response is required, Ironshore denies the allegations.

21           188. The allegations of paragraph 188 consist of legal conclusions to which no response  
22 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
23 further denies that Plaintiffs are entitled to the judgment sought.

#### 24                           CAUSE OF ACTION NO. 23 – CONTRIBUTION

25                           (Stewart and Sundell – Stallion Mountain)

26           189. Ironshore incorporates by reference its responses to paragraphs 1 through 188  
27 above, as though fully set forth herein.

28           190. The allegations of paragraph 190 are not directed against Ironshore, and therefore



1 no response is required. To the extent any response is required, Ironshore lacks sufficient  
 2 knowledge and information to form a belief regarding the truth of the allegations contained in  
 3 paragraph 190 and, on that basis, denies each and every allegation therein.

4 191. Responding to paragraph 191, Ironshore denies each and every allegation therein.

5 192. The allegations of paragraph 192 consist of legal conclusions to which no response  
 6 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
 7 further denies that Plaintiffs are entitled to the judgment sought.

#### 8 CAUSE OF ACTION NO. 24 – INDEMNITY

9 (Stewart and Sundell – Stallion Mountain)

10 193. Ironshore incorporates by reference its responses to paragraphs 1 through 192  
 11 above, as though fully set forth herein.

12 194. The allegations of paragraph 194 are not directed against Ironshore, and therefore  
 13 no response is required. To the extent any response is required, Ironshore lacks sufficient  
 14 knowledge and information to form a belief regarding the truth of the allegations contained in  
 15 paragraph 194 and, on that basis, denies each and every allegation therein.

16 195. Responding to paragraph 195, Ironshore denies each and every allegation therein.

17 196. The allegations of paragraph 196 consist of legal conclusions to which no response  
 18 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
 19 further denies that Plaintiffs are entitled to the judgment sought.

#### 20 CAUSE OF ACTION NO. 25 – DECLARATORY RELIEF

21 (Stewart and Sundell – Sun City)

22 197. Responding to paragraph 197, Ironshore denies that it issued to Stewart and  
 23 Sundell policies referred to in the SAC as "the Ironshore-SS Policy".

24 198. Responding to paragraph 198, Ironshore denies each and every allegation therein.

25 199. Responding to paragraph 199, Ironshore denies each and every allegation therein.

26 200. Responding to paragraph 200, Ironshore denies that Stewart and Sundell was  
 27 named as a defendant in a matter styled *Sun City Anthem COA v. Del Webb Communities, Inc.*,  
 28 Clark County Case No. A608708, and avers that Stewart and Sundell Concrete, Inc. was named

1 as a third-party defendant in a matter styled *Sun City Anthem Community Association, Inc. v. Del*  
2 *Webb Communities, Inc.* ("*Sun City*"), Clark County Case No. A608708.

3 201. Responding to paragraph 201, Ironshore denies each and every allegation therein.

4 202. Responding to paragraph 202, the allegations are vague and ambiguous as to who  
5 on behalf of Stewart and Sundell made the request for a defense. Accordingly, Ironshore lacks  
6 sufficient knowledge and information to form a belief regarding the truth of the allegations  
7 contained in paragraph 202 and, on that basis, denies each and every allegation therein.

8 203. Responding to paragraph 203, Ironshore denies each and every allegation therein.

9 204. Responding to paragraph 204, Ironshore admits that it disclaimed coverage for its  
10 insured for *Sun City*, but denies the remaining allegations.

11 205. The allegations of paragraph 205 consist of legal conclusions to which no response  
12 is required. To the extent any response is required, Ironshore denies the allegations.

13 206. The allegations of paragraph 206 are not directed against Ironshore, and therefore  
14 no response is required. To the extent any response is required, Ironshore lacks sufficient  
15 knowledge and information to form a belief regarding the truth of the allegations contained in  
16 paragraph 206 and, on that basis, denies each and every allegation therein.

17 207. Responding to paragraph 207, Ironshore denies the allegations that are directed at  
18 it. The remaining allegations of paragraph 207 are not directed against Ironshore, and therefore  
19 no response is required. To the extent any response is required, Ironshore lacks sufficient  
20 knowledge and information to form a belief regarding the truth of the remaining allegations  
21 contained in paragraph 207 and, on that basis, denies each and every allegation therein.

22 208. The allegations of paragraph 208 are not directed against Ironshore, and therefore  
23 no response is required. To the extent any response is required, Ironshore lacks sufficient  
24 knowledge and information to form a belief regarding the truth of the allegations contained in  
25 paragraph 208 and, on that basis, denies each and every allegation therein.

26 209. Responding to paragraph 209, Ironshore denies each and every allegation therein.

27 210. The allegations of paragraph 210 consist of legal conclusions to which no response  
28 is required. To the extent any response is required, Ironshore denies the allegations.

1           211. The allegations of paragraph 211 consist of legal conclusions to which no response  
2 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
3 further denies that Plaintiffs are entitled to the judgment sought.

4                           CAUSE OF ACTION NO. 26 – CONTRIBUTION

5                                   (Stewart and Sundell – Sun City)

6           212. Ironshore incorporates by reference its responses to paragraphs 1 through 211  
7 above, as though fully set forth herein.

8           213. The allegations of paragraph 213 are not directed against Ironshore, and therefore  
9 no response is required. To the extent any response is required, Ironshore lacks sufficient  
10 knowledge and information to form a belief regarding the truth of the allegations contained in  
11 paragraph 213 and, on that basis, denies each and every allegation therein.

12           214. Responding to paragraph 214, Ironshore denies each and every allegation therein.

13           215. The allegations of paragraph 215 consist of legal conclusions to which no response  
14 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
15 further denies that Plaintiffs are entitled to the judgment sought.

16                           CAUSE OF ACTION NO. 27 – INDEMNITY

17                                   (Stewart and Sundell – Sun City)

18           216. Ironshore incorporates by reference its responses to paragraphs 1 through 215  
19 above, as though fully set forth herein.

20           217. The allegations of paragraph 217 are not directed against Ironshore, and therefore  
21 no response is required. To the extent any response is required, Ironshore lacks sufficient  
22 knowledge and information to form a belief regarding the truth of the allegations contained in  
23 paragraph 217 and, on that basis, denies each and every allegation therein.

24           218. Responding to paragraph 218, Ironshore denies each and every allegation therein.

25           219. The allegations of paragraph 219 consist of legal conclusions to which no response  
26 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
27 further denies that Plaintiffs are entitled to the judgment sought.

28                           CAUSE OF ACTION NO. 28 – DECLARATORY RELIEF

(Cedco - Mohan)

220. Responding to paragraph 220, Ironshore denies that it issued Cedco a commercial liability policy referred to in the SAC as "the Ironshore-CD Policy".

221. Responding to paragraph 221, Ironshore denies each and every allegation therein.

222. Responding to paragraph 222, Ironshore denies each and every allegation therein.

223. The allegations of paragraph 223 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 223 and, on that basis, denies each and every allegation therein.

224. Responding to paragraph 224, Ironshore denies each and every allegation therein.

225. Responding to paragraph 225, the allegations are vague and ambiguous as to who on behalf of Cedco made the request for a defense. Accordingly, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 225 and, on that basis, denies each and every allegation therein.

226. Responding to paragraph 226, Ironshore denies each and every allegation therein.

227. Responding to paragraph 227, Ironshore admits that it disclaimed coverage for its insured with respect to *Mohan*, but denies the remaining allegations.

228. The allegations of paragraph 228 consist of legal conclusions to which no response is required. To the extent any response is required, Ironshore denies the allegations.

229. The allegations of paragraph 229 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the allegations contained in paragraph 229 and, on that basis, denies each and every allegation therein.

230. Responding to paragraph 230, Ironshore denies the allegations that are directed at it. The remaining allegations of paragraph 230 are not directed against Ironshore, and therefore no response is required. To the extent any response is required, Ironshore lacks sufficient knowledge and information to form a belief regarding the truth of the remaining allegations contained in paragraph 230 and, on that basis, denies each and every allegation therein.

1           231. The allegations of paragraph 231 are not directed against Ironshore, and therefore  
2 no response is required. To the extent any response is required, Ironshore lacks sufficient  
3 knowledge and information to form a belief regarding the truth of the allegations contained in  
4 paragraph 231 and, on that basis, denies each and every allegation therein.

5           232. Responding to paragraph 232, Ironshore denies each and every allegation therein.

6           233. The allegations of paragraph 233 consist of legal conclusions to which no response  
7 is required. To the extent any response is required, Ironshore denies the allegations.

8           234. The allegations of paragraph 234 consist of legal conclusions to which no response  
9 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
10 further denies that Plaintiffs are entitled to the judgment sought.

11                           CAUSE OF ACTION NO. 29 – CONTRIBUTION

12   (Cedco - Mohan)

13           235. Ironshore incorporates by reference its responses to paragraphs 1 through 234  
14 above, as though fully set forth herein.

15           236. The allegations of paragraph 236 are not directed against Ironshore, and therefore  
16 no response is required. To the extent any response is required, Ironshore lacks sufficient  
17 knowledge and information to form a belief regarding the truth of the allegations contained in  
18 paragraph 236 and, on that basis, denies each and every allegation therein.

19           237. Responding to paragraph 237, Ironshore denies each and every allegation therein.

20           238. The allegations of paragraph 238 consist of legal conclusions to which no response  
21 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
22 further denies that Plaintiffs are entitled to the judgment sought.

23                           CAUSE OF ACTION NO. 30 – INDEMNITY

24   (Cedco - Mohan)

25           239. Ironshore incorporates by reference its responses to paragraphs 1 through 238  
26 above, as though fully set forth herein.

27           240. The allegations of paragraph 240 are not directed against Ironshore, and therefore  
28 no response is required. To the extent any response is required, Ironshore lacks sufficient

1 knowledge and information to form a belief regarding the truth of the allegations contained in  
 2 paragraph 240 and, on that basis, denies each and every allegation therein.

3 241. Responding to paragraph 241, Ironshore denies each and every allegation therein.

4 242. The allegations of paragraph 242 consist of legal conclusions to which no response  
 5 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
 6 further denies that Plaintiffs are entitled to the judgment sought.

7 CAUSE OF ACTION NO. 31 – DECLARATORY RELIEF

8 (JP Construction - Casallas)

9 243. Responding to paragraph 243, Ironshore avers that it issued to JP Construction  
 10 Co., LLC, commercial general liability policies, including policy no. IRH00CQE0805001,  
 11 effective February 18, 2008 to February 18, 2009, policy no. 00CQE0905001, effective February  
 12 18, 2009 to February 18, 2010, and policy no. 000143201, effective February 18, 2010 to  
 13 February 18, 2011. Ironshore denies the remaining allegations of paragraph 243.

14 244. Responding to paragraph 244, Ironshore avers that the terms of the policy referred  
 15 to as the Ironshore-JP Policy speak for themselves. Ironshore denies the remaining allegations of  
 16 paragraph 244.

17 245. Responding to paragraph 245, Ironshore avers that the terms of the policy referred  
 18 to as the Ironshore-JP Policy speak for themselves. Ironshore denies the remaining allegations of  
 19 paragraph 245 and specifically denies that the policy includes an endorsement titled "Prior  
 20 Damage Endorsement".

21 246. Responding to paragraph 246, Ironshore denies that JP Construction was named as  
 22 a defendant in a matter styled *Casallas v. Barker-Coleman Construction, LLC*, Washoe County  
 23 Case No. CV10-03610 ("*Casallas*"), and avers that J.P. Construction Company, LLC fdba J.P.  
 24 Construction Co., LLC was named as a third-party defendant in *Casallas*.

25 247. Responding to paragraph 247, Ironshore denies each and every allegation therein.

26 248. Responding to paragraph 248, the allegations are vague and ambiguous as to who  
 27 on behalf of JP Construction made the request for a defense. Accordingly, Ironshore lacks  
 28 sufficient knowledge and information to form a belief regarding the truth of the allegations

1 contained in paragraph 248 and, on that basis, denies each and every allegation therein.

2 249. Responding to paragraph 249, Ironshore denies each and every allegation therein.

3 250. Responding to paragraph 250, Ironshore admits that it disclaimed coverage for its  
4 insured with respect to *Casallas*, but denies the remaining allegations.

5 251. The allegations of paragraph 251 consist of legal conclusions to which no response  
6 is required. To the extent any response is required, Ironshore denies the allegations.

7 252. The allegations of paragraph 252 are not directed against Ironshore, and therefore  
8 no response is required. To the extent any response is required, Ironshore lacks sufficient  
9 knowledge and information to form a belief regarding the truth of the allegations contained in  
10 paragraph 252 and, on that basis, denies each and every allegation therein.

11 253. Responding to paragraph 253, Ironshore denies the allegations that are directed at  
12 it. The remaining allegations of paragraph 253 are not directed against Ironshore, and therefore  
13 no response is required. To the extent any response is required, Ironshore lacks sufficient  
14 knowledge and information to form a belief regarding the truth of the remaining allegations  
15 contained in paragraph 253 and, on that basis, denies each and every allegation therein.

16 254. The allegations of paragraph 254 are not directed against Ironshore, and therefore  
17 no response is required. To the extent any response is required, Ironshore lacks sufficient  
18 knowledge and information to form a belief regarding the truth of the allegations contained in  
19 paragraph 254 and, on that basis, denies each and every allegation therein.

20 255. Responding to paragraph 255, Ironshore denies each and every allegation therein.

21 256. The allegations of paragraph 256 consist of legal conclusions to which no response  
22 is required. To the extent any response is required, Ironshore denies the allegations.

23 257. The allegations of paragraph 257 consist of legal conclusions to which no response  
24 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
25 further denies that Plaintiffs are entitled to the judgment sought.

26 CAUSE OF ACTION NO. 32 – CONTRIBUTION

27 (JP Construction - Casallas)

28 258. Ironshore incorporates by reference its responses to paragraphs 1 through 257

1 above, as though fully set forth herein.

2 259. The allegations of paragraph 259 are not directed against Ironshore, and therefore  
3 no response is required. To the extent any response is required, Ironshore lacks sufficient  
4 knowledge and information to form a belief regarding the truth of the allegations contained in  
5 paragraph 259 and, on that basis, denies each and every allegation therein.

6 260. Responding to paragraph 260, Ironshore denies each and every allegation therein.

7 261. The allegations of paragraph 261 consist of legal conclusions to which no response  
8 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
9 further denies that Plaintiffs are entitled to the judgment sought.

10 CAUSE OF ACTION NO. 33 – INDEMNITY

11 (JP Construction - Casallas)

12 262. Ironshore incorporates by reference its responses to paragraphs 1 through 261  
13 above, as though fully set forth herein.

14 263. The allegations of paragraph 263 are not directed against Ironshore, and therefore  
15 no response is required. To the extent any response is required, Ironshore lacks sufficient  
16 knowledge and information to form a belief regarding the truth of the allegations contained in  
17 paragraph 263 and, on that basis, denies each and every allegation therein.

18 264. Responding to paragraph 264, Ironshore denies each and every allegation therein.

19 265. The allegations of paragraph 265 consist of legal conclusions to which no response  
20 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
21 further denies that Plaintiffs are entitled to the judgment sought.

22 CAUSE OF ACTION NO. 34 – DECLARATORY RELIEF

23 (Universal Framing - Clark)

24 266. Responding to paragraph 266, Ironshore avers that it issued Universal Framing,  
25 Inc. commercial general liability policies, policy no. IRH 00T960805001, effective October 13,  
26 2008 to October 13, 2009, and policy no. 00T960905001, effective October 13, 2009 to October  
27 13, 2010, referred in the SAC as the "Ironshore-UF Policy". Ironshore denies the remaining  
28 allegations of paragraph 266.



1           267.    Responding to paragraph 267, Ironshore denies each and every allegation therein.

2           268.    Responding to paragraph 268, Ironshore denies each and every allegation therein.

3           269.    Responding to paragraph 269, Ironshore denies that Universal Framing was named  
4 as a defendant in a matter styled *Clark v. D.W. Arnold, Inc.*, Washoe County Case No. CV13-  
5 01125 ("*Clark*"), and avers that Universal Framing was named as a third-party defendant in  
6 *Clark*.

7           270.    Responding to paragraph 270, Ironshore denies each and every allegation therein.

8           271.    Responding to paragraph 271, the allegations are vague and ambiguous as to who  
9 on behalf of Universal Framing made the request for a defense. Accordingly, Ironshore lacks  
10 sufficient knowledge and information to form a belief regarding the truth of the allegations  
11 contained in paragraph 271 and, on that basis, denies each and every allegation therein.

12          272.    Responding to paragraph 272, Ironshore denies each and every allegation therein.

13          273.    Responding to paragraph 273, Ironshore admits that it disclaimed coverage for its  
14 insured with respect to *Clark*, but denies the remaining allegations.

15          274.    The allegations of paragraph 274 consist of legal conclusions to which no response  
16 is required. To the extent any response is required, Ironshore denies the allegations.

17          275.    The allegations of paragraph 275 are not directed against Ironshore, and therefore  
18 no response is required. To the extent any response is required, Ironshore lacks sufficient  
19 knowledge and information to form a belief regarding the truth of the allegations contained in  
20 paragraph 275 and, on that basis, denies each and every allegation therein.

21          276.    Responding to paragraph 276, Ironshore denies the allegations that are directed at  
22 it. The remaining allegations of paragraph 276 are not directed against Ironshore, and therefore  
23 no response is required. To the extent any response is required, Ironshore lacks sufficient  
24 knowledge and information to form a belief regarding the truth of the remaining allegations  
25 contained in paragraph 276 and, on that basis, denies each and every allegation therein.

26          277.    The allegations of paragraph 277 are not directed against Ironshore, and therefore  
27 no response is required. To the extent any response is required, Ironshore lacks sufficient  
28 knowledge and information to form a belief regarding the truth of the allegations contained in

1 paragraph 277 and, on that basis, denies each and every allegation therein.

2 278. Responding to paragraph 278, Ironshore denies each and every allegation therein.

3 279. The allegations of paragraph 279 consist of legal conclusions to which no response  
4 is required. To the extent any response is required, Ironshore denies the allegations.

5 280. The allegations of paragraph 280 consist of legal conclusions to which no response  
6 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
7 further denies that Plaintiffs are entitled to the judgment sought.

8 CAUSE OF ACTION NO. 35 – CONTRIBUTION

9 (Universal Framing - Clark)

10 281. Ironshore incorporates by reference its responses to paragraphs 1 through 280  
11 above, as though fully set forth herein.

12 282. The allegations of paragraph 282 are not directed against Ironshore, and therefore  
13 no response is required. To the extent any response is required, Ironshore lacks sufficient  
14 knowledge and information to form a belief regarding the truth of the allegations contained in  
15 paragraph 282 and, on that basis, denies each and every allegation therein.

16 283. Responding to paragraph 283, Ironshore denies each and every allegation therein.

17 284. The allegations of paragraph 284 consist of legal conclusions to which no response  
18 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
19 further denies that Plaintiffs are entitled to the judgment sought.

20 CAUSE OF ACTION NO. 36 – INDEMNITY

21 (Universal Framing - Clark)

22 285. Ironshore incorporates by reference its responses to paragraphs 1 through 284  
23 above, as though fully set forth herein.

24 286. The allegations of paragraph 286 are not directed against Ironshore, and therefore  
25 no response is required. To the extent any response is required, Ironshore lacks sufficient  
26 knowledge and information to form a belief regarding the truth of the allegations contained in  
27 paragraph 286 and, on that basis, denies each and every allegation therein.

28 287. Responding to paragraph 287, Ironshore denies each and every allegation therein.

1           288. The allegations of paragraph 288 consist of legal conclusions to which no response  
2 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
3 further denies that Plaintiffs are entitled to the judgment sought.

4                               CAUSE OF ACTION NO. 37 – DECLARATORY RELIEF

5                               (Champion Masonry– Garcia)

6           289. Responding to paragraph 289, Ironshore denies that it issued a commercial general  
7 liability policy to Champion Masonry, no. 011040905001, referred to in the SAC as "the  
8 Ironshore-CM Policy". Ironshore avers that it issued a commercial general liability policy to  
9 Lukestar Corporation dba Champion Masonry, no. 011040905001, and that the terms of the  
10 policy referred to as the Ironshore-CM Policy speak for themselves.

11           290. Responding to paragraph 290, Ironshore avers that the terms of the policy referred  
12 to as the Ironshore-CM Policy speak for themselves. Ironshore denies the remaining allegations  
13 of paragraph 290.

14           291. Responding to paragraph 291, Ironshore avers that the terms of the policy referred  
15 to as the Ironshore-CM Policy speak for themselves. Ironshore denies the remaining allegations  
16 of paragraph 291 and specifically denies that the policy includes an endorsement titled "Prior  
17 Damage Endorsement".

18           292. Responding to paragraph 292, Ironshore admits that Centex Homes was named as  
19 a defendant in a matter styled *Garcia v. Centex Homes*, Clark County Case No. A616729  
20 ("*Garcia*").

21           293. Responding to paragraph 293, Ironshore denies each and every allegation therein.

22           294. Responding to paragraph 294, the allegations are vague and ambiguous as to who  
23 on behalf of Centex Homes made the request for a defense. Accordingly, Ironshore lacks  
24 sufficient knowledge and information to form a belief regarding the truth of the allegations  
25 contained in paragraph 294 and, on that basis, denies each and every allegation therein.

26           295. Responding to paragraph 295, Ironshore denies each and every allegation therein.

27           296. Responding to paragraph 296, Ironshore admits that it disclaimed coverage to  
28 Centex Homes in connection with *Garcia*, but denies the remaining allegations.

1           297. The allegations of paragraph 297 consist of legal conclusions to which no response  
2 is required. To the extent any response is required, Ironshore denies the allegations.

3           298. The allegations of paragraph 298 are not directed against Ironshore, and therefore  
4 no response is required. To the extent any response is required, Ironshore lacks sufficient  
5 knowledge and information to form a belief regarding the truth of the allegations contained in  
6 paragraph 298 and, on that basis, denies each and every allegation therein.

7           299. Responding to paragraph 299, Ironshore denies the allegations that are directed at  
8 it. The remaining allegations of paragraph 299 are not directed against Ironshore, and therefore  
9 no response is required. To the extent any response is required, Ironshore lacks sufficient  
10 knowledge and information to form a belief regarding the truth of the remaining allegations  
11 contained in paragraph 299 and, on that basis, denies each and every allegation therein.

12           300. The allegations of paragraph 300 are not directed against Ironshore, and therefore  
13 no response is required. To the extent any response is required, Ironshore lacks sufficient  
14 knowledge and information to form a belief regarding the truth of the allegations contained in  
15 paragraph 300 and, on that basis, denies each and every allegation therein.

16           301. Responding to paragraph 301, Ironshore denies each and every allegation therein.

17           302. The allegations of paragraph 302 consist of legal conclusions to which no response  
18 is required. To the extent any response is required, Ironshore denies the allegations.

19           303. The allegations of paragraph 303 consist of legal conclusions to which no response  
20 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
21 further denies that Plaintiffs are entitled to the judgment sought.

22                           CAUSE OF ACTION NO. 38 – CONTRIBUTION

23   (Champion Masonry– Garcia)

24           304. Ironshore incorporates by reference its responses to paragraphs 1 through 303  
25 above, as though fully set forth herein.

26           305. The allegations of paragraph 305 are not directed against Ironshore, and therefore  
27 no response is required. To the extent any response is required, Ironshore lacks sufficient  
28 knowledge and information to form a belief regarding the truth of the allegations contained in

1 paragraph 305 and, on that basis, denies each and every allegation therein.

2 306. Responding to paragraph 306, Ironshore denies each and every allegation therein.

3 307. The allegations of paragraph 307 consist of legal conclusions to which no response  
4 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
5 further denies that Plaintiffs are entitled to the judgment sought.

6 CAUSE OF ACTION NO. 39 – INDEMNITY

7 (Champion Masonry– Garcia)

8 308. Ironshore incorporates by reference its responses to paragraphs 1 through 307  
9 above, as though fully set forth herein.

10 309. The allegations of paragraph 309 are not directed against Ironshore, and therefore  
11 no response is required. To the extent any response is required, Ironshore lacks sufficient  
12 knowledge and information to form a belief regarding the truth of the allegations contained in  
13 paragraph 309 and, on that basis, denies each and every allegation therein.

14 310. Responding to paragraph 310, Ironshore denies each and every allegation therein.

15 311. The allegations of paragraph 311 consist of legal conclusions to which no response  
16 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
17 further denies that Plaintiffs are entitled to the judgment sought.

18 CAUSE OF ACTION NO. 40 – DECLARATORY RELIEF

19 (Champion Masonry– Marcel)

20 312. Responding to paragraph 312, Ironshore denies that it issued a commercial general  
21 liability policy to Champion Masonry referred to in the SAC as "the Ironshore-CM Policy".  
22 Ironshore avers that it issued a commercial general liability policy to Lukestar Corporation dba  
23 Champion Masonry, no. 011040905001, and that the terms of the policy referred to as the  
24 Ironshore-CM Policy speak for themselves.

25 313. Responding to paragraph 313, Ironshore avers that the terms of the policy referred  
26 to as the Ironshore-CM Policy speak for themselves. Ironshore denies the remaining allegations  
27 of paragraph 313.

28 314. Responding to paragraph 314, Ironshore avers that the terms of the policy referred

1 to as the Ironshore-CM Policy speak for themselves. Ironshore denies the remaining allegations  
2 of paragraph 314 and specifically denies that the policy includes an endorsement titled "Prior  
3 Damage Endorsement".

4 315. Responding to paragraph 315, Ironshore denies that Champion Masonry was  
5 named as a defendant in a matter styled *Marcel v. The Developers of Nevada*, Clark County Case  
6 No. A616729 ("*Marcel*"), and avers that Champion Masonry was named as a third-party  
7 defendant in *Marcel*.

8 316. Responding to paragraph 316, Ironshore denies each and every allegation therein.

9 317. Responding to paragraph 317, the allegations are vague and ambiguous as to who  
10 on behalf of Champion Masonry made the request for a defense. Accordingly, Ironshore lacks  
11 sufficient knowledge and information to form a belief regarding the truth of the allegations  
12 contained in paragraph 317 and, on that basis, denies each and every allegation therein.

13 318. Responding to paragraph 318, Ironshore denies each and every allegation therein.

14 319. Responding to paragraph 319, Ironshore admits that it disclaimed coverage to  
15 Champion Homes in connection with *Marcel*, but denies the remaining allegations.

16 320. The allegations of paragraph 320 consist of legal conclusions to which no response  
17 is required. To the extent any response is required, Ironshore denies the allegations.

18 321. The allegations of paragraph 321 are not directed against Ironshore, and therefore  
19 no response is required. To the extent any response is required, Ironshore lacks sufficient  
20 knowledge and information to form a belief regarding the truth of the allegations contained in  
21 paragraph 321 and, on that basis, denies each and every allegation therein.

22 322. Responding to paragraph 322, Ironshore denies the allegations that are directed at  
23 it. The remaining allegations of paragraph 322 are not directed against Ironshore, and therefore  
24 no response is required. To the extent any response is required, Ironshore lacks sufficient  
25 knowledge and information to form a belief regarding the truth of the remaining allegations  
26 contained in paragraph 322 and, on that basis, denies each and every allegation therein.

27 323. The allegations of paragraph 323 are not directed against Ironshore, and therefore  
28 no response is required. To the extent any response is required, Ironshore lacks sufficient

1 knowledge and information to form a belief regarding the truth of the allegations contained in  
2 paragraph 323 and, on that basis, denies each and every allegation therein.

3 324. Responding to paragraph 324, Ironshore denies each and every allegation therein.

4 325. The allegations of paragraph 325 consist of legal conclusions to which no response  
5 is required. To the extent any response is required, Ironshore denies the allegations.

6 326. The allegations of paragraph 326 consist of legal conclusions to which no response  
7 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
8 further denies that Plaintiffs are entitled to the judgment sought.

9 CAUSE OF ACTION NO. 44 – CONTRIBUTION

10 (Champion Masonry– Marcel)

11 327. Ironshore incorporates by reference its responses to paragraphs 1 through 326  
12 above, as though fully set forth herein.

13 328. The allegations of paragraph 328 are not directed against Ironshore, and therefore  
14 no response is required. To the extent any response is required, Ironshore lacks sufficient  
15 knowledge and information to form a belief regarding the truth of the allegations contained in  
16 paragraph 328 and, on that basis, denies each and every allegation therein.

17 329. Responding to paragraph 329, Ironshore denies each and every allegation therein.

18 330. The allegations of paragraph 330 consist of legal conclusions to which no response  
19 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
20 further denies that Plaintiffs are entitled to the judgment sought.

21 CAUSE OF ACTION NO. 42 – INDEMNITY

22 (Champion Masonry– Marcel)

23 331. Ironshore incorporates by reference its responses to paragraphs 1 through 330  
24 above, as though fully set forth herein.

25 332. The allegations of paragraph 332 are not directed against Ironshore, and therefore  
26 no response is required. To the extent any response is required, Ironshore lacks sufficient  
27 knowledge and information to form a belief regarding the truth of the allegations contained in  
28 paragraph 332 and, on that basis, denies each and every allegation therein.

1           333. Responding to paragraph 333, Ironshore denies each and every allegation therein.

2           334. The allegations of paragraph 334 consist of legal conclusions to which no response  
3 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
4 further denies that Plaintiffs are entitled to the judgment sought.

5                           CAUSE OF ACTION NO. 43 – DECLARATORY RELIEF

6   (RAMM Corp. – Sanchez)

7           335. Responding to paragraph 335, Ironshore denies that it issued commercial general  
8 liability policies to RAMM Corp., including but not limited to policy no. 00V6P0805001,  
9 effective November 15, 2008 to November 15, 2009, referred to in the SAC as "the Ironshore-RC  
10 Policy". Ironshore avers that United Specialty Insurance Company issued a commercial general  
11 liability policy to R A M M Corporation, policy no. 00V6P0805001, effective November 15,  
12 2008 to November 15, 2009.

13           336. Responding to paragraph 336, Ironshore avers that the terms of the policy referred  
14 to as the Ironshore-RC Policy speak for themselves. Ironshore denies the remaining allegations  
15 of paragraph 336.

16           337. Responding to paragraph 337, Ironshore avers that the terms of the policy referred  
17 to as the Ironshore-RC Policy speak for themselves. Ironshore denies the remaining allegations  
18 of paragraph 337 and specifically denies that the policy includes an endorsement titled "Prior  
19 Damage Endorsement".

20           338. Responding to paragraph 338, Ironshore denies that Champion Masonry was  
21 named as a defendant in a matter styled *Sanchez v. KB Homes Nevada, Inc.*, Clark County Case  
22 No. A616739 ("*Sanchez*").

23           339. Responding to paragraph 339, Ironshore denies each and every allegation therein.

24           340. Responding to paragraph 340, the allegations are vague and ambiguous as to who  
25 on behalf of RAMM Corp. made the request for a defense. Accordingly, Ironshore lacks  
26 sufficient knowledge and information to form a belief regarding the truth of the allegations  
27 contained in paragraph 340 and, on that basis, denies each and every allegation therein.

28           341. Responding to paragraph 341, Ironshore denies each and every allegation therein.



1           342.    Responding to paragraph 342, Ironshore admits that it disclaimed coverage to  
2 R A M M Corporation in connection with *Sanchez*, but denies the remaining allegations.

3           343.    The allegations of paragraph 343 consist of legal conclusions to which no response  
4 is required. To the extent any response is required, Ironshore denies the allegations.

5           344.    The allegations of paragraph 344 are not directed against Ironshore, and therefore  
6 no response is required. To the extent any response is required, Ironshore lacks sufficient  
7 knowledge and information to form a belief regarding the truth of the allegations contained in  
8 paragraph 344 and, on that basis, denies each and every allegation therein.

9           345.    Responding to paragraph 345, Ironshore denies the allegations that are directed at  
10 it. The remaining allegations of paragraph 345 are not directed against Ironshore, and therefore  
11 no response is required. To the extent any response is required, Ironshore lacks sufficient  
12 knowledge and information to form a belief regarding the truth of the remaining allegations  
13 contained in paragraph 345 and, on that basis, denies each and every allegation therein.

14           346.    The allegations of paragraph 346 are not directed against Ironshore, and therefore  
15 no response is required. To the extent any response is required, Ironshore lacks sufficient  
16 knowledge and information to form a belief regarding the truth of the allegations contained in  
17 paragraph 346 and, on that basis, denies each and every allegation therein.

18           347.    Responding to paragraph 347, Ironshore denies each and every allegation therein.

19           348.    The allegations of paragraph 348 consist of legal conclusions to which no response  
20 is required. To the extent any response is required, Ironshore denies the allegations.

21           349.    The allegations of paragraph 349 consist of legal conclusions to which no response  
22 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
23 further denies that Plaintiffs are entitled to the judgment sought.

24                           CAUSE OF ACTION NO. 44 – CONTRIBUTION

25   (RAMM Corp. - Sanchez)

26           350.    Ironshore incorporates by reference its responses to paragraphs 1 through 349  
27 above, as though fully set forth herein.

28           351.    The allegations of paragraph 351 are not directed against Ironshore, and therefore

1 no response is required. To the extent any response is required, Ironshore lacks sufficient  
2 knowledge and information to form a belief regarding the truth of the allegations contained in  
3 paragraph 351 and, on that basis, denies each and every allegation therein.

4 352. Responding to paragraph 352, Ironshore denies each and every allegation therein.

5 353. The allegations of paragraph 353 consist of legal conclusions to which no response  
6 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
7 further denies that Plaintiffs are entitled to the judgment sought.

8 CAUSE OF ACTION NO. 45 – INDEMNITY

9 (RAMM Corp. - Sanchez)

10 354. Ironshore incorporates by reference its responses to paragraphs 1 through 353  
11 above, as though fully set forth herein.

12 355. The allegations of paragraph 355 are not directed against Ironshore, and therefore  
13 no response is required. To the extent any response is required, Ironshore lacks sufficient  
14 knowledge and information to form a belief regarding the truth of the allegations contained in  
15 paragraph 355 and, on that basis, denies each and every allegation therein.

16 356. Responding to paragraph 356, Ironshore denies each and every allegation therein.

17 357. The allegations of paragraph 357 consist of legal conclusions to which no response  
18 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
19 further denies that Plaintiffs are entitled to the judgment sought.

20 CAUSE OF ACTION NO. 46 – DECLARATORY RELIEF

21 (PR Construction - Boyer)

22 358. Responding to paragraph 358, Ironshore avers that it issued two commercial  
23 general liability policies to PR Construction Corporation, referred to in the SAC as the  
24 "Ironshore-PR Policy", and denies the remaining allegations of paragraph 358.

25 359. Responding to paragraph 359, Ironshore avers that the terms of the policy referred  
26 to as the Ironshore-PR Policy speak for themselves. Ironshore denies the remaining allegations of  
27 paragraph 359.

28 360. Responding to paragraph 360, Ironshore avers that the terms of the policy referred

1 to as the Ironshore-PR Policy speak for themselves. Ironshore denies the remaining allegations of  
2 paragraph 360 and specifically denies that the policy includes an endorsement titled "Prior  
3 Damage Endorsement".

4 361. Responding to paragraph 361, Ironshore denies that PR Construction was named  
5 as a defendant in a matter styled *Boyer v. PN II, Inc.*, Clark County Case No. A603841 ("*Boyer*").  
6 Ironshore avers that P.R. Construction Co. was named as a third-party defendant in *Boyer*.

7 362. Responding to paragraph 362, Ironshore denies each and every allegation therein.

8 363. Responding to paragraph 363, the allegations are vague and ambiguous as to who  
9 on behalf of PR Construction made the request for a defense. Accordingly, Ironshore lacks  
10 sufficient knowledge and information to form a belief regarding the truth of the allegations  
11 contained in paragraph 363 and, on that basis, denies each and every allegation therein.

12 364. Responding to paragraph 364, Ironshore denies each and every allegation therein.

13 365. Responding to paragraph 365, Ironshore admits that it disclaimed coverage to PR  
14 Construction in connection with *Boyer*, but denies the remaining allegations.

15 366. The allegations of paragraph 366 consist of legal conclusions to which no response  
16 is required. To the extent any response is required, Ironshore denies the allegations.

17 367. The allegations of paragraph 367 are not directed against Ironshore, and therefore  
18 no response is required. To the extent any response is required, Ironshore lacks sufficient  
19 knowledge and information to form a belief regarding the truth of the allegations contained in  
20 paragraph 367 and, on that basis, denies each and every allegation therein.

21 368. Responding to paragraph 368, Ironshore denies the allegations that are directed at  
22 it. The remaining allegations of paragraph 368 are not directed against Ironshore, and therefore  
23 no response is required. To the extent any response is required, Ironshore lacks sufficient  
24 knowledge and information to form a belief regarding the truth of the remaining allegations  
25 contained in paragraph 368 and, on that basis, denies each and every allegation therein.

26 369. The allegations of paragraph 369 are not directed against Ironshore, and therefore  
27 no response is required. To the extent any response is required, Ironshore lacks sufficient  
28 knowledge and information to form a belief regarding the truth of the allegations contained in

1 paragraph 369 and, on that basis, denies each and every allegation therein.

2 370. Responding to paragraph 370, Ironshore denies each and every allegation therein.

3 371. The allegations of paragraph 371 consist of legal conclusions to which no response  
4 is required. To the extent any response is required, Ironshore denies the allegations.

5 372. The allegations of paragraph 372 consist of legal conclusions to which no response  
6 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
7 further denies that Plaintiffs are entitled to the judgment sought.

8 CAUSE OF ACTION NO. 47 – CONTRIBUTION

9 (PR Construction - Boyer)

10 373. Ironshore incorporates by reference its responses to paragraphs 1 through 372  
11 above, as though fully set forth herein.

12 374. The allegations of paragraph 374 are not directed against Ironshore, and therefore  
13 no response is required. To the extent any response is required, Ironshore lacks sufficient  
14 knowledge and information to form a belief regarding the truth of the allegations contained in  
15 paragraph 374 and, on that basis, denies each and every allegation therein.

16 375. Responding to paragraph 375, Ironshore denies each and every allegation therein.

17 376. The allegations of paragraph 376 consist of legal conclusions to which no response  
18 is required. To the extent any response is required, Ironshore denies the allegations. Ironshore  
19 further denies that Plaintiffs are entitled to the judgment sought.

20 CAUSE OF ACTION NO. 48 – INDEMNITY

21 (PR Construction - Boyer)

22 377. Ironshore incorporates by reference its responses to paragraphs 1 through 376  
23 above, as though fully set forth herein.

24 378. The allegations of paragraph 378 are not directed against Ironshore, and therefore  
25 no response is required. To the extent any response is required, Ironshore lacks sufficient  
26 knowledge and information to form a belief regarding the truth of the allegations contained in  
27 paragraph 378 and, on that basis, denies each and every allegation therein.

28 379. Responding to paragraph 379, Ironshore denies each and every allegation therein.

WHEREFORE, responding to Plaintiffs' prayer for relief, Ironshore denies that Plaintiffs are entitled to any of the relief request in the SAC. Any and all allegations not expressly admitted, denied, qualified or otherwise responded to are hereby denied.

Ironshore further answers that Plaintiffs cannot establish coverage under any Ironshore policy, or are otherwise precluded from recovery against Ironshore as to each and every purported cause of action in the SAC, in whole or in part, as follows:

Plaintiffs' claims against Ironshore are barred in whole or in part by the terms, conditions, limitations and/or exclusions contained in the Ironshore insurance contracts.

Plaintiffs' claims against Ironshore are barred in whole or in part because under the terms and conditions of the Ironshore insurance contracts, Ironshore had and has no obligation to pay the defense expenses, costs or indemnity claimed in the SAC.

Plaintiffs' claims against Ironshore are barred, in whole or in part, pursuant to the Continuous or Progressive Injury or Damage Exclusion endorsement of the Ironshore insurance contracts, which provides, in part, that this insurance does not apply to, among other things, "property damage" which first existed, or is alleged to have first existed, prior to the inception of the policy, and further that "property damage" from "your work" will be deemed to have first existed prior to the policy inception.

Plaintiffs' claims against Ironshore are barred, in whole or in part, pursuant to the Exclusion – Contractors – Professional Liability endorsement of the Ironshore insurance contracts, which provides, in part, that this insurance does not apply to, among other things,

1 "property damage" arising out of the rendering or failure to render "professional services", as  
2 defined therein, with respect to certain operations.

3 FIFTH DEFENSE

4 Plaintiffs' claims against Ironshore are barred, in whole or in part, pursuant to the  
5 Exclusion – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program  
6 endorsement of the Ironshore insurance contracts, which provides, in part, that this insurance does  
7 not apply to, among other things, "property damage" arising out of either the insured's ongoing  
8 operations or damages included within the "products-completed operations hazard" at the location  
9 described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has  
10 been provided by the prime contractor/project manager or owner of the construction project in  
11 which the insured is involved.

12 SIXTH DEFENSE

13 Plaintiffs' claims against Ironshore are barred, in whole or in part, pursuant to the  
14 Independent Contractors Limitation of Coverage endorsement of the Ironshore insurance  
15 contracts, which provides, in part, that this insurance does not apply to any claim, demand or  
16 "suit" arising out of operations performed for the insured by independent contractors, unless  
17 certain conditions described therein are met.

18 SEVENTH DEFENSE

19 Plaintiffs' claims against Ironshore are barred, in whole or in part, pursuant to the  
20 Exclusion – Designated Work endorsement of the Ironshore insurance contracts, which provides,  
21 in part, that this insurance does not apply to, among other things, "property damage" included in  
22 the "products-completed operations hazard" and arising out of "your work" shown in the  
23 Schedule, as those terms are defined in the insurance contracts.

24 EIGHTH DEFENSE

25 The coverage grant of the Ironshore insurance contracts obligates Ironshore to pay only  
26 for damages because of "property damage," and to defend "suits" seeking those damages, as those  
27 terms are defined in the Ironshore insurance contracts. Plaintiffs' claims against Ironshore are  
28 barred in whole or in part to the extent that one or more of the underlying actions identified in the

1 SAC are not suits seeking damages because of property damage.

2 NINTH DEFENSE

3 The coverage grant of the Ironshore insurance contracts obligates Ironshore to pay only  
4 for damages the insured "becomes legally obligated to pay as damages." Plaintiffs' claims against  
5 Ironshore are barred in whole or in part to the extent that one or more of the underlying actions  
6 identified in the SAC seeks damages other than damages that Ironshore's insured becomes legally  
7 obligated to pay as damages.

8 TENTH DEFENSE

9 The Ironshore insurance contracts cover only "property damage" caused by an  
10 "occurrence," defined therein as "an accident, including continuous or repeated exposure to  
11 substantially the same general harmful conditions." Plaintiffs' claims against Ironshore are barred  
12 to the extent that one or more of the underlying actions identified in the SAC does not seek  
13 property damage caused by an occurrence.

14 ELEVENTH DEFENSE

15 The Ironshore insurance contracts apply only to an insured's liability for "property  
16 damage" arising during the period of the Ironshore insurance contracts. Plaintiffs' claims against  
17 Ironshore are barred to the extent that one or more of the underlying actions identified in the SAC  
18 do not seek to impose liability on an insured for property damage arising during the period of the  
19 Ironshore insurance contracts.

20 TWELFTH DEFENSE

21 The Ironshore insurance contracts bar coverage for "property damage" to "impaired  
22 property," as those terms are defined in the Ironshore insurance contracts, arising out of a delay or  
23 failure by the insured or anyone acting on its behalf to perform a contract or agreement in  
24 accordance with its terms. Plaintiffs' claims against Ironshore are barred to the extent that one or  
25 more of the underlying actions identified in the SAC is based on, or seeks payment on account of,  
26 any claim for any such "property damage."

27 THIRTEENTH DEFENSE

28 The Ironshore insurance contracts bar coverage for "property damage" to "impaired

1 property," as those terms are defined in the Ironshore insurance contracts, arising out of a defect,  
2 deficiency, inadequacy or dangerous condition in the insured's product or work. Plaintiffs' claims  
3 against Ironshore are barred to the extent that one or more of the underlying actions identified in  
4 the SAC is based on, or seeks payment on account of, any claim for any such "property damage."

5 FOURTEENTH DEFENSE

6 The Ironshore insurance contracts bar coverage for "property damage" to "your product"  
7 arising out of it or any part of it, as those terms are defined in the Ironshore insurance contracts.  
8 Plaintiffs' claims against Ironshore are barred to the extent that one or more of the underlying  
9 actions identified in the SAC is based on, or seeks payment on account of, any claim for any such  
10 "property damage."

11 FIFTEENTH DEFENSE

12 The Ironshore insurance contracts bar coverage for "property damage" to "your work,"  
13 other than work performed on your behalf by a subcontractor, arising out of it or any part of it and  
14 included in the "products-completed operations hazard," as those terms are defined in the  
15 Ironshore insurance contracts. Plaintiffs' claims against Ironshore are barred to the extent that  
16 one or more of the underlying actions identified in the SAC is based on, or seeks payment on  
17 account of, any claim for any such "property damage."

18 SIXTEENTH DEFENSE

19 The Ironshore insurance contracts bar coverage for "property damage" expected or  
20 intended from the standpoint of the insured. Plaintiffs' claims against Ironshore are barred to the  
21 extent that one or more of the underlying actions identified in the SAC is based on damages  
22 because of "property damage" that is expected or intended from the standpoint of the insured.

23 SEVENTEENTH DEFENSE

24 The Ironshore insurance contracts bar coverage for "property damage" to that particular  
25 part of real property that must be restored, repaired or replaced because the insured's work was  
26 incorrectly performed on it. Plaintiffs' claims against Ironshore are barred to the extent that one  
27 or more of the underlying actions identified in the SAC is based on, or seeks payment on account  
28 of, any claim for any such "property damage."



1 EIGHTEENTH DEFENSE

2 The Ironshore insurance contracts bar coverage for "property damage" to that particular  
3 part of real property on which the insured or any contractors or subcontractors working directly or  
4 indirectly on the insured's behalf are performing operations, if the "property damage" arises out of  
5 those operations. Plaintiffs' claims against Ironshore are barred to the extent that one or more of  
6 the underlying actions identified in the SAC is based on, or seeks payment on account of, any  
7 claim for any such "property damage."

8 NINETEENTH DEFENSE

9 Plaintiffs' claims against Ironshore are barred to the extent that it seeks contribution on  
10 account of "property damage" for which the insured is obligated to pay damages by reason of the  
11 assumption of liability in a contract or agreement, other than an "insured contract" as those terms  
12 are defined in the Ironshore insurance contracts, unless the insured would have had such liability  
13 in the absence of the contract or agreement.

14 TWENTIETH DEFENSE

15 Plaintiffs' claims against Ironshore are barred to the extent that the insured failed to  
16 provide prompt or adequate notice to Ironshore of any "occurrence" or offense that was  
17 reasonably likely to give rise to a claim, as required under the Ironshore insurance contracts.

18 TWENTY-FIRST DEFENSE

19 Plaintiffs' claims against Ironshore are barred to the extent that the insured failed to  
20 cooperate with Ironshore in its investigation of this matter, as required under the Ironshore  
21 insurance contracts.

22 TWENTY-SECOND DEFENSE

23 Plaintiffs' claims against Ironshore are barred to the extent that it seeks to recover costs,  
24 expenses, expenditures and payments incurred before the tender of the defense to Ironshore.

25 TWENTY-THIRD DEFENSE

26 Plaintiffs' claims against Ironshore are barred to the extent that Ironshore's subrogation  
27 rights may have been impaired by the insured.

28 TWENTY-FOURTH DEFENSE

1 Plaintiffs' claims against Ironshore are barred in whole or in part to the extent that  
2 Plaintiffs had no obligation to make the payments alleged in the SAC and acted as a volunteer in  
3 so doing.

4 TWENTY-FIFTH DEFENSE

5 Plaintiffs' claims are barred by virtue of the fact that Plaintiffs have suffered no damages  
6 or economic detriment as a result of any act or omission of Ironshore.

7 TWENTY-SIXTH DEFENSE

8 Plaintiffs' claims are barred to the extent that judgments have not been entered against  
9 their insureds in the underlying actions identified in the SAC.

10 TWENTY-SEVENTH DEFENSE

11 The SAC fails to allege facts sufficient to state a cause of action.

12 TWENTY-EIGHTH DEFENSE

13 The causes of action asserted in the SAC may be barred in whole or in part by the  
14 equitable doctrines of laches, unclean hands, waiver, and equitable estoppel.

15 TWENTY-NINTH DEFENSE

16 To the extent Ironshore is found to be liable to Plaintiffs, Ironshore is entitled to have the  
17 amount of such liability equitably apportioned among all insurers and policies also affording  
18 coverage for such loss, including self-insurance and any self-insured retention.

19 THIRTIETH DEFENSE

20 To the extent that Plaintiffs failed to mitigate, minimize, or avoid any damages that they  
21 allegedly sustained, recovery against Ironshore, if any, must be reduced by that amount.

22 THIRTY-FIRST DEFENSE

23 The claims asserted in the SAC are barred to the extent that they fail to satisfy the  
24 applicable statutes of limitation and/or repose.

25 THIRTY-SECOND DEFENSE

26 The SAC, and each cause of action therein, is barred to the extent that it fails to set forth  
27 facts sufficient to allege a justiciable controversy.

28 THIRTY-THIRD DEFENSE

1 The SAC, and each cause of action therein, is barred to the extent that Plaintiffs and  
2 Ironshore do not have a common insured, and to the extent that the scope and level of coverage of  
3 Plaintiffs' and Ironshore's insurance contracts differ.

4 THIRTY-FOURTH DEFENSE

5 The SAC, and each cause of action therein, is barred to the extent that Plaintiffs seek to  
6 recover from Ironshore unreasonable or unnecessary defense costs.

7 THIRTY-FIFTH DEFENSE

8 Coverage under the Ironshore insurance contracts is barred under public policy and  
9 California Insurance Code section 533 to the extent that any alleged damage or injury was the  
10 result of an insured's intentional or willful acts.

11 THIRTY-SIXTH DEFENSE

12 Coverage under the Ironshore insurance contracts is barred under public policy and  
13 California Civil Code section 1668 to the extent that any alleged damage or injury was the result  
14 of an insured's fraud, willful injury to the person or property of another or violation of law,  
15 whether willful or negligent.

16 THIRTY-SEVENTH DEFENSE

17 Plaintiffs' claims against Ironshore are barred, in whole or in part, to the extent that an  
18 insured negligently or intentionally failed to disclose, concealed or misrepresented facts that were  
19 material, and that were known to such insured to be material, to the risks assumed by Ironshore.

20 THIRTY-EIGHTH DEFENSE

21 The Ironshore insurance contracts are subject to certain occurrence and aggregate limits.  
22 The Ironshore insurance contracts provide coverage for the claims or losses referred to in the  
23 SAC, if at all, only subject to such occurrence and aggregate limits.

24 THIRTY-NINTH DEFENSE

25 The Ironshore insurance contracts are subject to certain deductible amounts, including but  
26 not limited to those deductibles listed in the Deductible Liability Insurance endorsement. The  
27 Ironshore insurance contracts provide coverage for the claims or losses referred to in the SAC, if  
28 at all, only subject to such deductible amounts.

FORTIETH DEFENSE

Plaintiffs' claims against Ironshore are barred in whole or in part by the Known Loss Rule or Loss-in-Progress Rule.

FORTY-FIRST DEFENSE

Plaintiffs' claims for indemnity are barred because none of the plaintiffs and Ironshore are joint tortfeasors.

FORTY-SECOND DEFENSE

Plaintiffs' claims for declaratory relief are barred because the relief sought is not prospective and because an alternative remedy (damages) may be available, making declaratory relief inappropriate and superfluous.

FORTY-THIRD DEFENSE

Plaintiffs' claims for contribution are barred to the extent that plaintiffs, or any of them, and Ironshore did not insure the same insured for the same risk.

FORTY-FOURTH DEFENSE

The SAC fails to allege with any particularity to terms, provisions, exclusions, conditions, or limitations allegedly contained in any insurance contracts entered into by Ironshore. Ironshore is therefore unable to set forth all potentially applicable defenses and specifically reserves its rights to later allege any theories and/or additional affirmative defenses, policy defenses and/or applicable policy terms, conditions, limitations or exclusions based on information which may become apparent during the continuing course of discovery or other investigation in this litigation.

WHEREFORE, Ironshore respectfully prays for judgment as follows:

1. That Plaintiffs take nothing by reason of their SAC;
2. For costs of suit incurred herein; and
3. For such other and further relief as the Court deems just and proper.

1  
2 Dated: October 14, 2015

MORISON & PROUGH, LLP

3  
4 By: /s/ William C. Morison  
William C. Morison

5 Attorneys for Defendant  
6 IRONSHORE SPECIALTY  
7 INSURANCE COMPANY

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10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12 ASSURANCE CO. OF AMERICA, et al. ) Case No.: 2:15-cv-00460-JAD-PAL  
13 Plaintiffs, )  
14 vs. )  
15 IRONSHORE SPECIALTY INS. CO., )  
16 Defendant. )  
17

18  
19 PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT

20 Accompanying Documents: Appendix of Exhibits (1-75);  
21 Declaration of William Reeves

22 **ORAL ARGUMENT REQUESTED**  
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24  
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26  
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Table of Contents

<u>Introduction</u>	1
<u>Statement of Facts</u>	2
<u>Discussion</u>	5
A.    The Claims Asserted Against Ironshore's Insureds Were Potentially Covered	7
B.    Ironshore Owed A Duty To Defend Its Insured In All Of The Matters As It Cannot Demonstrate That the Damages Alleged Were Neither Sudden Nor Accidental	8
C.    Alternatively, Ironshore Owed A Duty To Defend As Its Exclusion Is Unenforceable Since It Conflicts With The Insuring Agreement And The Core Purpose Of Coverage.	12
D.    To The Extent Ironshore Asserts Other Coverage Arguments, None Apply So As To Excuse Its Failure To Defend	15
1.    The “Your Work” Exclusion Does Not Defeat Coverage Given The Broad Allegations Made In Each Of The Matters.	15
2.    There Is No “Known Loss” Rule.	16
3.    Deductibles Do Not Bar Recovery.	16
4.    Ironshore Insured Universal Framing, LLC.	17
<u>Conclusion</u>	18

Table of Authorities

I. Nevada Federal District Court Decisions

<u>American Family Mutual Insurance Company v. Taylor</u> 2015 WL 866422 (D. Nev. 2015)	5
<u>Assurance v. Ironshore</u> 2014 WL 4829709 (D. Nev. 2014)	2, 5, 10
<u>Assurance v. Ironshore</u> 2015 WL 4579983 (D. Nev. 2015)	2, 10
<u>Assurance v. Ironshore</u> 2016 WL 1169449 (D. Nev. 2016)	2
<u>First Financial Ins. Co. v. Scotch 80's Limited, Inc.</u> 2009 U.S. Dist. Lexis 54982 (D. Nev. 2009)	6
<u>Gary G. Day Construction Company, Inc. v. Clarendon America Ins. Co.</u> 459 F.Supp.2d 1039 (D. Nev. 2006)	9
<u>Maryland Cas. Co. v. American Safety Indem. Co.</u> 2013 WL 1007707 (D. Nev. 2013)	13, 14
<u>ProBuilders Specialty Ins. Co. v. Double M. Const</u> 2015 WL 4172553 (D. Nev. 2015).	5
<u>Turk v. TIG</u> 616 F.Supp.2d 1044 (D. Nev. 2009)	6
<u>United National Ins. Co. v. Assurance Co. of America</u> 2012 WL 1931521 (D. Nev. 2012)	9

II. Nevada State Court Decisions

<u>Benchmark Ins. Co. v. Sparks</u> 254 P.3d 617 (2011)	6
<u>Fed. Ins. Co. v. Am. Hardware Mut. Ins. Co.</u> 124 Nev. 319 (2008)	6
<u>National Union v. Reno's Executive Air</u> , 100 Nev. 360 (1984)	6, 15
<u>Powell v. Liberty Mut. Ins. Co.</u> 252 P.3d 668 (2011)	6, 14
<u>United National Ins. Co. v. Frontier Ins. Co.</u> 120 Nev. 678, (2004)	6, 8, 12

III. Ninth Circuit

<u>Pacific Fruit Express Co. v. Akron, Canton &amp; Youngstown Railroad Co.</u> 524 F.2d 1025 (9th Cir. 1975)	5
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IV. Other Federal District Court Decisions

<u>Acceptance Ins. Co. v. American Safety RRG</u> 2011 WL 3475305 (S. D. Cal. 2011)	13, 14
<u>Axis Surplus Ins. Co. v. James River Ins. Co.</u> 2009 U.S. Dist. Lexis 22614 at *16 (W.D. Wash. 2009)	10
<u>Bishara v Century Surety Co.</u> 2011 WL 1334406 (C.D. Cal. 2011)	17
<u>Century Indem. Co. v. Marine Group, LLC</u> 2012 WL 6016953 (D. Or. 2012)	16
<u>Estate of Cartledge v. Columbia Cas. Co.</u> 2012 WL 3466470 (E.D. Cal. 2012)	17
<u>IDC Construction, LLC v. Admiral Ins. Co.</u> 339 F.Supp.2d 1342 (S.D. Fla. 2004)	11
<u>Lasorte v. Those Certain Underwriters at Lloyd's</u> 2014 WL 465308 (D. Mont. 2014)	16
<u>Mahi Bros. Oil Co. v. St. Paul Fire &amp; Marine Ins. Co.</u> 307 F.Supp.2d 474 (W.D. Wash. 2004)	8
<u>Newmont USA Ltd. v. American Home Assurance Co.</u> 676 F.Supp.2d 1146 (E.D. Wash. 2009)	8
<u>PMA Capital Corp. v. Caliber One Indem. Co.</u> 695 F.Supp.2d 1124 (E.D. Cal. 2010)	6
<u>Valley Forge Ins. Co. v. Am. Safety Risk Retention</u> 2006 U.S. Dist. Lexis 24915 (D. Or. 2006)	11, 12

V. Other State Court Decisions

<u>A.C. Label Co., Inc. v. Transamerica Ins. Co.</u> 48 Cal.App.4 <sup>th</sup> 1188 (Cal. 1996)	12
<u>Aerojet-General Corp. v. Transport Indem. Co.</u> 17 Cal.4 <sup>th</sup> 38 (Cal. 1997)	12
<u>Austero v. National Cas. Co.</u> 84 Cal.App.3d 1 (Cal. 1978)	16
<u>Aydin Corp. v. First State Ins. Co.</u> 18 Cal.4 <sup>th</sup> 1183 (Cal. 1998)	7
<u>Bleecher v. Conte</u> 29 Cal.3d 345 (Cal. 1993)	17
<u>Borg v. Transamerica Ins. Co.</u> 47 Cal.App.4 <sup>th</sup> 448 (Cal. 1996)	12

1	<u>California Pacific Homes, Inc. v. Scottsdale Ins. Co.</u>	17
2	70 Cal.App.4 <sup>th</sup> 1187 (Cal. 1999)	
3	<u>Capital Glenn Min. Co. v. Indus. Acc. Comm.</u>	17
4	124 Cal.App. 79 (Cal. 1932)	
5	<u>County of San Bernardino v. Pacific Indem. Co.</u>	15
6	56 Cal.App.4 <sup>th</sup> 666 (Cal. 1997)	
7	<u>Devin v. United Services Auto. Assn</u>	7
8	6 Cal.App.4 <sup>th</sup> 1149 (Cal. 1992)	
9	<u>Golden Eagle Ins. Corp. v. Cen-Fed, Ltd.</u>	8
10	148 Cal.app.4 <sup>th</sup> 976 (Cal. 2007)	
11	<u>Helca Min. Co. v. New Hampshire Ins. Co.</u>	7
12	811 P.2d 1083 (Colo. 1991)	
13	<u>Homestead Ins. Co. v. American Empire Surplus Lines Ins. Co.</u>	12
14	44 Cal.4 <sup>th</sup> 1297 (Cal. 1996)	
15	<u>Horace Mann Ins. Co. v Barbara B.</u>	15
16	4 Cal.4 <sup>th</sup> 1076 (Cal. 1993)	
17	<u>Montrose Chem. Corp. v. Sup. Ct.</u>	6, 15
18	6 Cal.4 <sup>th</sup> 287 (Cal. 1993)	
19	<u>Pennsylvania General Ins. Co. v. Am. Safety Indem. Co.</u>	14
20	111 Cal.Rptr.3d 403 (Cal.Ct.App.2010)	
21	<u>Pennsylvania Gen. Ins. Co. v. American Safety Indem. Co.</u>	1, 13
22	185 Cal.App.4 <sup>th</sup> 1515 (Cal. 2010)	
23	<u>Quan v. Truck Ins. Exc.</u>	7
24	67 Cal.App.4 <sup>th</sup> 583 (Cal. 1998)	
25	<u>Remmer v. Glens Falls Indem. Co.</u>	12
26	140 Cal.App.2d 84 (Cal. 1956)	
27	<u>Scottsdale Ins. Co. v. Essex Ins. Co.</u>	17
28	98 Cal.App.4 <sup>th</sup> 86 (Cal. 2002)	
	<u>Waller v. Truck Ins. Exc.</u>	15
	11 Cal.4 <sup>th</sup> 1 (Cal. 1995)	
	<u>Wausau Underwriters Ins. Co. v. Unigard Security Ins. Co.</u>	8
	68 Cal.App.4 <sup>th</sup> 1030 (Cal. 1998)	
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1 VI. Rules and Statutes

2 FRCP 56(a) 5

3 FRE 1004 7

4 NRS 40.640 4

5 NRS 40.649 4

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1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 Pursuant to this Court's August 29, 2016 Order [Dkt. No. 38], Plaintiffs American Guarantee  
3 & Liability Insurance Company, Assurance Company of America and Northern Insurance Company  
4 of New York (collectively "Zurich") hereby move again for partial summary judgment regarding  
5 whether defendant Ironshore Specialty Ins. Co. ("Ironshore") owed a duty to defend common  
6 insureds in connection with the fifteen (15) separate underlying matter referenced in connection  
7 with Causes of Action Nos. 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40 and 46.

### 8 Introduction

9 Ironshore's disclaimers issued in connection with the fifteen (15) underlying matters at issue  
10 in this motion are identical as each is based on a Continuous Injury Endorsement included in every  
11 policy at issue in this case. Under the terms of this endorsement, Ironshore seeks to re-cast property  
12 damage actually occurring during the policy period and otherwise covered as occurring on an early  
13 date so as to not be covered. In this way, Ironshore takes the position that no coverage obligation  
14 exists since, per its self-serving presumption, damages that would otherwise be covered are  
15 "presumed" to occur earlier so as to defeat coverage for them.<sup>1</sup>

16 The presumption, however, does not extend to damages that potentially occurred  
17 "suddenly." As to these types of damages, Ironshore concedes it owes a duty to defend if a potential  
18 exists as to these types of damages.

19 As discussed herein, the underlying matters at issue in this motion each include broad  
20 allegations of damages that potentially could have occurred "suddenly" during the period the  
21 Ironshore policies were in effect. As Ironshore undertook no effort whatsoever to investigate  
22 whether the damages at issue occurred suddenly, it cannot meet its burden in proving the absence of  
23 any potential for coverage as to any of the underlying matters at issue herein. Accordingly, based

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24  
25 <sup>1</sup> Ironshore's self-serving presumption effectively guts the coverage otherwise available to an  
26 insured under a liability policy as the presumption has the net effect of surreptitiously barring  
27 coverage for damages arising from an insured's prior work without disclosing this significant  
28 reduction in coverage. As this results in a drastic limitation in coverage without adequate  
disclosure, and therefore a fundamental altering of coverage ordinarily available, other Courts have  
rejected similar efforts to limit coverage taken by other insurers. See, e.g., Pennsylvania Gen. Ins.  
Co. v. American Safety Indem. Co., 185 Cal.App.4th 1515 (Cal. 2010). This Court should reach the  
same result.

on the same reasoning adopted by the Court in the parallel matter pending between these parties pending before this Court - Case No.: 13-cv-02191-GMN-CWH ("NV1"), Ironshore owed a duty to defend.<sup>2</sup> See Assurance v. Ironshore, 2014 WL 4829709; Assurance v. Ironshore, 2015 WL 4579983; Assurance v. Ironshore, 2016 WL 1169449.<sup>3</sup>

For the reasons set forth herein, Zurich requests that this motion be granted on the basis that Ironshore owed a duty to defend in connection with each of the fifteen (15) underlying matters addressed herein.

### Statement of Facts

Both Plaintiffs and Ironshore issued commercial general liability policies to the following insureds: Cedco, Debard Plumbing, JP Construction, Laird Whipple, PR Construction, Stewart & Sundell and Universal Framing (collectively "Insureds"). Plaintiffs' Appendix of Exhibits, Exs 1-13. The insurance policies issued to the Insureds (collectively "Ironshore Policies"), generally during the 2009-2010 timeframe, are identical as they each incorporate the same CG0001 Commercial General Liability Coverage Form which, in relevant part, provides as follows:

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the Insured against any "suit" seeking those damages. . . .

. . .

b. This insurance applies to "bodily injury" and "property damage" only if

(1) The "bodily injury" or "property damage" is caused by an "occurrence that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the

<sup>2</sup> As was true in NV1, this litigation has confirmed that Ironshore undertakes substantial effort to investigate the timing of the insured's work so as to gain the benefit of the presumption regarding when the damages occurred without a corresponding investigation regarding the scope and extent of alleged damages. Given this, Ironshore's investigation is limited to developing facts it seeks to rely upon to disclaim coverage while shirking its defense obligation by simply ignoring the fact that a potential for coverage exists under the policies it issued.

<sup>3</sup> The first ruling (2014 WL 4829709) was subsequently reduced to a judgment against Ironshore. Appendix, Exs. 64-65.

policy period . . .

. . .

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

. . .

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property, . . .<sup>4</sup>

All of the Ironshore Policies also includes an IB.EX.0148 (7/08 Ed.) Continuous Injury Endorsement which, in relevant part, provides as follows:

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to any "bodily Injury" or "property damage":

1. which first existed, or is alleged to have first existed, prior to the Inception of this policy. "Property damage" from "your work", or the work of any additional insured, performed prior to policy inception will be deemed to have first existed prior to the policy Inception, unless such "property damage" is sudden and accidental and takes place within the policy period, or

2. which was, or is alleged to have been, in the process of taking place prior to the Inception date of this policy, even if the such "bodily injury" or "property damage" continued during this policy period; or

3. which is, or is alleged to be, of the same general nature or type as a condition, circumstance or construction defect which resulted in "bodily Injury" or "property damage" prior to the Inception date of this policy.<sup>5</sup>

The Insureds were named as defendants in the following matters:

<u>Insured</u>	<u>Matter</u>	<u>Exhibits</u>
Cedco	Anthem Country Club COA v. Terravita	31, 32

<sup>4</sup> See Ex 1, ISIC 4-17; Ex. 2, ISIC 66-79; Ex. 3, ISIC 1304-1317; Ex. 4, ISIC 1507-1520; Ex. 5, ISIC 1857-1870; Ex. 6, ISIC 1912-1925; Ex. 7, ISIC 2307-2320; Ex. 8, ISIC 2369-2382; Ex. 9, ISIC 3356-3369; Ex. 10, ISIC 3554-3567; Ex. 11, ISIC 2544, 2567; Ex. 12, ISIC 2482-2495; Ex. 13, ISIC 3116-3129.

<sup>5</sup> Ex 1, ISIC 30; Ex. 2, ISIC 96; Ex. 3, ISIC 1332; Ex. 4, ISIC 1532; Ex. 5, ISIC 1883; Ex. 6, ISIC 1938; Ex. 7, ISIC 2333; Ex. 8, ISIC 2397; Ex. 9, ISIC 3382; Ex. 10, ISIC 3584; Ex. 11, ISIC 2570; Ex. 12, ISIC 2510; Ex. 13, ISIC 3142.

1		Clark County Case No. A634626 (" <u>Anthem</u> ")	
2	Cedco	Mohan - Chapter 40 Notice " <u>Mohan</u> ") <sup>6</sup>	33, 34
3	Cedco	Seven Hills Masters COA v. Granite Silver Clark County Case No.: A639041 (" <u>Seven Hills</u> ")	35, 36
4	Centex Homes <sup>7</sup>	Garcia v. Centex Homes	37
5		Clark County Case No.: A616729 (" <u>Garcia</u> ")	
6	Champion Masonry	Marcel v. The Developers of Nevada Clark County Case No.: A654209 (" <u>Marcel</u> ")	42, 43
7			
8	Debard Plumbing	Drost v. Silver Wing Development Washoe County Case No.: CV12-02656 (" <u>Drost</u> ")	44, 45
9	Debard Plumbing	Lino v. Lakemont Copper Hills Washoe County Case No.: CV11-03683 (" <u>Lino</u> ")	46, 47
10			
11	Debard Plumbing	Wikey v. K & M Homes of Nevada Washoe County Case No.: CV11-01836 (" <u>Wikey</u> ")	48, 49
12	JP Construction	Casallas v. Barker-Coleman Construction Washoe County Case No.: CV10-03610 (" <u>Casallas</u> ")	50, 51
13			
14	Laird Whipple	Bennett v. American West Homes Clark County Case No.: A558243 (" <u>Bennett</u> ")	52, 53
15	PR Construction	Boyer v. PN II	54, 55
16		Clark County Case No.: A603841 (" <u>Boyer</u> ")	
17	Stewart & Sundell	Anthem	56, 57
18	Stewart & Sundell	Stallion Mountain COA v. W. Lyon Homes Clark County Case No.: A599651 (" <u>Stallion Mtn.</u> ")	58, 59
19	Stewart & Sundell	Sun City Anthem COA v. Del Webb Comm. Clark County Case No.: A608708 (" <u>Sun City</u> ")	60, 61
20			
21	Universal Framing	Clark v. D.W. Arnold Washoe County Case No.: CV13-01125 (" <u>Clark</u> ")	62, 63

Allegations were made in each of these matters of physical injury to tangible property for which the respective insureds were alleged to be responsible and liable. Of significance, the allegations made in each matter are broad without any indication as to when and how the damages

<sup>6</sup> A homeowner seeking to assert claims based on construction defects must first serve a Notice disclosing the defects ("Chapter 40 Notice"). NRS 40.640. Insurance companies are required to treat Chapter 40 Notices as equivalent to civil actions. NRS 40.649.

<sup>7</sup> Centex Homes qualifies as an insured under the policy Ironshore issued to Campion Masonry.

1 occurred.<sup>8</sup>

2 Ironshore disclaimed coverage in each of the matters. Appendix, Exs. 14-30. In every  
3 denial, Ironshore justified its refusal to defend as follows:

4 Based on our review of the materials and information submitted  
5 regarding the subject construction project, Ironshore must respectfully  
6 decline coverage for this claim. Our reasons for this conclusion  
7 include:

8 . . .

- 9 • The project was completed by CEDCO, Inc. prior to the Ironshore  
10 policy's issue date and is excluded under the Continuous or  
11 Progressive Injury or Damage Exclusion.

12 See, e.g., Ex 1, ISIC 244.

13 Ironshore's claim files confirm it never investigates whether the damages could have  
14 occurred suddenly or accidentally. Given this, Ironshore can never rule out the potential that  
15 damages occurred suddenly during its policy period. See Exhibit 66, 46:22-50:5, 55:2-21.<sup>9</sup>

#### 16 Discussion

17 Summary judgment is available as to part of claim, and is often used to resolve liability  
18 issues. FRCP 56(a); Pacific Fruit Express Co. v. Akron, Canton & Youngstown Railroad Co., 524  
19 F.2d 1025 (9th Cir. 1975). Motions for summary judgment are routinely adjudicated regarding the  
20 duty to defend under an insurance policy. See American Family Mutual Insurance Company v.  
21 Taylor, 2015 WL 866422 (D. Nev. 2015); ProBuilders Specialty Ins. Co. v. Double M. Const., 2015  
22 WL 4172553 (D. Nev. 2015).

23 The duty to defend is broad, triggered whenever an insurer becomes aware of facts which

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24 <sup>8</sup> Anthem - Ex. 31, ISIC 190:33-191:16, 194:13-18; Ex. 56, ISIC 2741:28-2742:26, 2745:13-18, Ex.  
25 32; Mohan - Ex. 33, ISIC 998-999, Ex. 34; Seven Hills - Ex. 35, ISIC 4581:5-11, ISIC 4583:18-28,  
26 Ex. 36; Garcia - Assurance v. Ironshore, 2014 WL 4829709, p 1; see also Exs. 37, 38; Marcel - Ex.  
27 42, ISIC 3742:20-3743:21, Ex. 43; Lino - Ex. 46, ISIC 4928:7-28, Ex. 47; Ex 48, ISIC 1773:12-  
1774:7, Ex. 49; Wikey - Ex. 50, SIC 2154:25-2155:20, Ex. 51; Drost - Ex. 44, ISIC 1636:22-26,  
1639:9-12; Ex. 45; Bennett - Ex. 52, ISIC 4977:1-3, 4978:12-4979:24983:6-12; Ex. 53; Boyer - Ex.  
54, ISIC 3464:14-27, 3465:23-27; Ex. 55; Stallion Mtn. - Ex. 58, ISIC 5839:4-18, 5840:19-28; Ex.  
59; Sun City - Ex. 60, ISIC 5891:20-5892:9; Ex. 61; Larkin - Ex. 62, ISIC 5931:11-25; Ex. 63.

28 <sup>9</sup> Exhibit 66 includes excerpts of a deposition taken in NV1.



1 give rise to the potential for coverage. United National Ins. Co. v. Frontier Ins. Co., 120 Nev. 678,  
 2 686-687 (2004). Ascertaining whether a duty to defend exists is achieved by comparing the  
 3 allegations of the Complaint with the terms of the policy. First Financial Ins. Co. v. Scotch 80's  
 4 Limited, Inc., 2009 U.S. Dist. Lexis 54982 (D. Nev. 2009).

5 The duty to defend is based solely on the allegations of the Complaint and undisputed  
 6 extrinsic evidence available at the time of tender as compared to the policy. Montrose Chem. Corp.  
 7 v. Superior Court, 6 Cal.4th 287, 295 (Cal. 1993). A disclaiming insurer does not get the benefit of  
 8 hindsight to retroactively bolster a disclaimer as the insurer is limited to what is known at the time  
 9 of the tender, which would necessarily be limited to the documentation in its file. Turk v. TIG, 616  
 10 F.Supp.2d 1044 (D. Nev. 2009).

11 Under Nevada law, an insurer must defend its insured unless it can establish there is no  
 12 potential for coverage under the insurance policy. United National, supra, 120 Nev. at 686-687.  
 13 The language of an insurance policy is broadly interpreted in order to afford ‘the greatest possible  
 14 coverage to the insured. National Union v. Reno’s Executive Air, 100 Nev. 360, 365 (1984).  
 15 Meanwhile, any ambiguity or uncertainty in an insurance policy must be resolved against the  
 16 insurer and in favor of the insured. Benchmark Ins. Co. v. Sparks, 254 P.3d 617, 620 (2011);  
 17 Powell v. Liberty Mut. Fire Ins. Co., 252 P.3d 668, 672 (2011); Fed. Ins. Co. v. Am. Hardware Mut.  
 18 Ins. Co., 124 Nev. 319, 322 (2008).

19 An exclusion must be stated clearly and unambiguously so as to readily communicate to the  
 20 insured the specific circumstances under which he or she will not receive the expected coverage.”  
 21 Reno’s Executive Air, supra, 100 Nev. at 366. If an insurer wishes to exclude coverage by virtue of  
 22 an exclusion in its policy, it must (1) write the exclusion in obvious and unambiguous language in  
 23 the policy, (2) establish that the interpretation excluding covering under the exclusion is the only  
 24 interpretation of the exclusion that could fairly be made, and (3) establish that the exclusion clearly  
 25 applies to this particular case. Powell, supra, 252 P.3d at 674.

26 To be entitled to summary judgment on the issue of duty to defend, the moving party need  
 27 only demonstrate the potential for coverage under the insuring agreement of the policy issued by the  
 28 non-participating insurer. PMA Capital Corp. v. Caliber One Indem. Co., 695 F.Supp. 2d 1124,

1 1125 (E.D. Cal. 2010); see also Aydin Corp. v. First State Ins. Co., 18 Cal.4th 1183, 1188 (Cal.  
 2 1998). To meet this burden, all that is required is a showing that the underlying claim may fall  
 3 within the basic insuring agreement of the policy. Quan v. Truck Ins. Exc., 67 Cal.App.4th 583,  
 4 591 (Cal. 1998). In that regard, the duty extends to claims asserted against the insured, even if the  
 5 claims are baseless and without merit. Devin v. United Services Auto. Assn., 6 Cal.App.4th 1149  
 6 (Cal. 1992).

7 The purpose behind construing the duty to defend so broadly is to prevent an insurer from  
 8 evading its obligation to provide a defense for an insured without at least investigating the facts  
 9 behind the Complaint. Helca Min. Co. v. New Hampshire Ins. Co., 811 P.2d 1083, 1089-90 (Colo.  
 10 1991). Hindsight, therefore, cannot be used to substantiate a coverage denial. Wausau Underwriters  
 11 Ins. Co. v. Unigard Security Ins. Co., 68 Cal.App.4th 1030, 1044 (Cal. 1998).

12 A. The Claims Asserted Against Ironshore's Insureds Were Potentially Covered.

13 As noted above, the insuring agreement for all of the policies Ironshore issued requires it to  
 14 defend its insureds in suits in which damages because of "property damage" are alleged to have  
 15 occurred during the time the policies were in effect. See, e.g. Ex. 1, ISIC 4, 16. Per above, the  
 16 term "property damage" is generally defined as physical injury to tangible property. See e.g., Ex. 1,  
 17 ISIC 16.

18 Allegations were made in each of the matters of physical injury to tangible property as  
 19 evidenced by the following:

<u>Implicated Insured</u>	<u>Matter</u>	<u>Allegations of PD</u>
Cedco	Anthem	Ex 31, ISIC 190:33-191:16, 194:13-18
Cedco	Mohan	Ex. 33, ISIC 998-999
Cedco	Seven Hills	Ex. 35, ISIC 4581:5-11, ISIC 4583:18-28
Centex Homes <sup>10</sup>	Garcia	Ex. 37, ISIC 4889:18-4890:19

26 <sup>10</sup> Centex Homes qualifies as an additional insured by virtue of a blanket additional insured  
 27 endorsement in the policy it issued and the fact that Champion Homes was required to name Centex  
 28 Homes as an additional insured. See Ex. 3, ISIC 1360-1361; Ex. 39, 40. As the original of the  
 subcontract cannot be located, the tender letter is admissible. FRE 1004; see Exs. 68-71, Dec. of  
 William Reeves, ¶¶ 6-8.

1	Champion Masonry	Marcel	Ex 42, ISIC 3742:20-3743:21
2	Debard Plumbing	Drost	Ex. 44, ISIC 1636:22-26, 1639:9-12
3	Debard Plumbing	Lino	Ex. 46, ISIC 4928:7-28
4	Debard Plumbing	Wikey	Ex. 48, ISIC 1773:12-1774:7
5	JP Construction	Casallas	Ex. 50, ISIC 2154:25-2155:20
6	Laird Whipple	Bennett	Ex. 52, ISIC 4977:1-3, 4978:12-4979:2, 4983:6-12
7	PR Construction	Boyer	Ex. 54, ISIC 3464:14-27, 3465:23-27
8	Stewart & Sundell	Anthem	Ex. 56, ISIC 2741:28-2742:26, 2745:13-18
9	Stewart & Sundell	Stallion Mountain	Ex. 58, ISIC 5839, 4-18, 5840:19-28
10	Stewart & Sundell	Sun City Anthem	Ex. 60, ISIC 5891:20-5892:9
11	Universal Framing	Clark	Ex. 62, ISIC 5931:11-25

12 Of significance, these allegations are uniformly silent as to when the damages could have  
 13 occurred. Given this, a potential existed in all matters for damages that could have occurred while  
 14 the Ironshore policies were in effect.

15 B. Ironshore Owed A Duty To Defend Its Insured In All Of The Matters As It Cannot  
 16 Demonstrate That the Damages Alleged Were Neither Sudden Nor Accidental.

17 An insurer citing a policy exclusion bears the burden of proving it applies to defeat  
 18 coverage. Golden Eagle Ins. Corp. v. Cen-Fed, Ltd., 148 Cal.App.4th 976 (Cal. 2007). In meeting  
 19 this burden, the insurer does not get the benefit of hindsight, and is therefore limited to relying on  
 20 the information in its claim file at the time it disclaimed coverage. Wausau Underwriters  
 21 Ins. Co. v. Unigard Security Ins. Co., 68 Cal.App.4th 1030, 1044 (Cal. 1998).

22 Where a pleading is silent as to the timing of damages, a potential exists that the damages  
 23 are sudden and accidental. See Newmont USA Ltd. v. American Home Assurance Co., 676  
 24 F.Supp.2d 1146 (E.D. Wash 2009); see also Mahi Bros. Oil Co. v. St. Paul Fire & Marine Ins. Co.,  
 25 307 F.Supp.2d 474 (W.D. Wash. 2004). Where a potential for coverage exists, an insurer owes a  
 26 duty to defend. United National, *supra*, 120 Nev. at 686-687

27 Per the Continuous Injury Endorsement, coverage extends to damages that are sudden and  
 28 accidental. Ironshore cannot meet its burden of demonstrating the damages at issue in the

underlying matters . Assumptions that damages are neither sudden nor accidental given the absence of allegations as to the timing of damages are misplaced, a fact borne out by the following excerpt in United National Ins. Co. v. Assurance Co. of America, 2012 WL 1931521 (D. Nev. 2012):

The Court agrees that the construction defects had to exist at the time the construction projects were completed. It is axiomatic that improper construction cannot take place after the construction is over. However, this does not address when the property damage actually occurred. The Underlying Complaint states: "The defective conditions herein alleged have resulted in damaged and defective real property." This statement could refer to either property damage or diminution in value (which would not be covered by the National Fire Policy which only covers "property damage") and the possibly alleged property damage could have been an immediate consequence of the alleged defects or it could have occurred at almost any time after the completion of construction. For example, an improperly mounted chandelier could fall years after it was improperly mounted, yet the damage to the floor would not occur until the chandelier actually fell. Thus, the Court finds that just because the defects existed before the National Fire Policy inception, it does not mean that the property damage also occurred at that time.

*Id.* at \*11-12.

United National is squarely on point as merely because defects may have existed at the time construction work was completed does not confirm or even indicate when the damages commenced, and therefore whether the damages were sudden and accidental.

In order to rule out the potential for coverage, Ironshore was required to conduct an investigation, which it did not. See Gary G. Day Construction Company, Inc. v. Clarendon America Ins. Co., 459 F.Supp. 2d 1039 (D. Nev. 2006), holding that an insurer seeking to deny coverage based on the timing of the damages must perform individual inspections. Gary G. Day is instructive on this issue as the Court explained as follows:

With respect to the existence of water intrusion, the Court has already concluded that an evaluation must be individually performed on each home. That has not been done. Further, the evidence of water intrusion that does exist is insufficient to conclusively establish water intrusion in all 20 homes at issue in this litigation. The water tests performed on the random sampling of the 53 homes only shows water intrusion as to those homes tested. Further, the Court does not know whether any of the homes tested include those at issue in this litigation.

*Id.* at 1048.

Pursuant to Gary Day, Ironshore was required to perform individualized inspections to

determine the timing of actual damages so as to confirm the applicability of its exclusion. As it failed to conduct any investigation as to the timing of actual damages, Ironshore may not simply assume damages commenced when all construction work was completed so as to assert its exclusion.

As noted herein, the Ironshore coverage position has been adjudicated twice by this Court. Assurance v. Ironshore, 2014 WL 4829709; Assurance v. Ironshore, 2015 WL 4579983. In holding that Ironshore owed a duty to defend Champion Masonry in Garcia, this Court explained as follows:

The Court finds that the Garcia Complaint is vague as to the temporal implications of the alleged damages, and therefore, it is not clear on the face of the Garcia Complaint whether the alleged damages were or were not sudden and accidental. Accordingly, this exclusion alone did not preclude all possible or arguable coverage.

Assurance, *supra*, 2014 WL 4829709 at p 4.

Meanwhile, in as to Boyer, this Court held as follows:

These allegations do not specify when the alleged property damage first arose, and do not indicate that the damage was not sudden and accidental. Thus, the Court finds that these allegations gave rise to the possibility of coverage under the Ironshore policy, and triggered Defendant Ironshore's duty to defend.

Assurance, *supra*, 2015 WL 4579983 at p 8.

Both decisions stand for the proposition that when the allegations in a Complaint are broad and vague regarding the timing and extent of damages, the Ironshore's Continuous Injury Exclusion does not defeat coverage such that a duty to defend is owed. The same result is properly reached as to the underlying matters at issue in this case.

Axis Surplus Ins. Co. v. James River Ins. Co., 2009 U.S. Dist. LEXIS 22614 at \*16 (W.D. Wash. 2009) is instructive as the Court there declined to excuse an insurer from its defense obligation without any evidence as to the timing of actual damages by explaining as follows:

Relying solely on the two complaints in the underlying lawsuit, James River could not rule out the possibility that VFC caused damage that was beyond the scope of the Claims in Progress Exclusion. As the court noted, the pleadings give no information about when any property damage began or took place at the Regatta condominiums. At best, James River could have inferred that VFC completed its work at Regatta before the inception of its Policy, but this is insufficient, as its policy focuses on when the damage 'begins or takes place.' [Cites omitted.] Absent time-specific allegations, it was conceivable that

VFC caused damage that began or took place after the inception of the James River Policy. [Cites omitted.] The liability alleged in the complaint was therefore not unambiguously within the scope of the exclusion.

Id. at 15-16.

As in Axis, the allegations asserted in the underlying matters include no definitive allegations as to when the consequential property damage commenced or occurred and/or whether the damages occurred suddenly. Absent these allegations, Ironshore's denial is without foundation.

IDC Construction, LLC v. Admiral Ins. Co., 339 F. Supp. 2d 1342, 1350 (S.D. Fla., 2004) is likewise instructive as the Court explained its rejection of the insurer's assumption regarding damages as follows:

Because Admiral relies on the Exclusion to deny coverage to IDC, it has the burden of demonstrating that the allegations in the Underlying Complaint are cast solely and entirely within the Exclusion, and are subject to no other reasonable interpretation. . . . Here, at least to the extent that it does not specify the exact date when the damages first occurred, the Underlying Complaint 'alleges facts partially within and partially outside the coverage of the policy.' [citation omitted] Therefore, because the allegations of the Underlying Complaint implicate potential coverage, Admiral is required to defend IDC in the underlying suit, even though it may later be determined that no coverage exists.

Id. at 1350-1351.

As in IDC, the claims made in connection with the underlying matters at issue in this suit include no allegations addressing when the consequential property damage resulting from the insured's work commenced or occurred. In the absence of such allegations, Ironshore cannot meet its burden of proof in triggering its prior damage" exclusion.

Finally, in Valley Forge Ins. Co. v. Am. Safety Risk Retention, 2006 U.S. Dist. LEXIS 24915 (D. Or. 2006), the court rejected the disclaiming insurer's argument that damages must have commenced immediately upon the completion of construction, explaining its position as follows:

Defendant states that although the complaints in the underlying action do not specifically set forth a date upon which the property damage first started to occur, a reading of the complaints necessarily leads to only one reasonable inference --that the damage must have necessarily started during, or immediately following, the construction

of the condominiums which concluded in 1997. . . . I reject defendant's argument. The Vista House Amended Complaint contends that in

February 2001, the plaintiffs in the Vista House action hired an independent consultant to inspect Vista House and began discovering deficiencies in the construction of the three buildings. [citation] It is reasonable to infer that some property damage prompted the hiring of a consultant and thus, occurred before February 2001. But, the allegations are ambiguous about exactly when the property damage became apparent and thus, it is possible, and not unreasonable, to assume that at least some property damage did not occur until sometime after April 18, 2000, or that other property damage did not occur until between February 2001 and April 18, 2001.

Id. at \*12-13.

As in Valley Forge, Ironshore is unable to prove that no property damage could have conceivably occurred suddenly during its policy period. Given this, a potential for coverage exists

C. Alternatively, Ironshore's Owed A Duty To Defend As Its Exclusion Is Unenforceable Since It Conflicts With The Insuring Agreement And The Core Purpose Of Coverage.

By definition, an occurrence based policy covers injuries or damages which occur during the policy period, regardless of when the claim is made. A.C. Label Co., Inc. v. Transamerica Ins. Co., 48 Cal.App.4th 1188 (Cal. 1996); Homestead Ins. Co. v. American Empire Surplus Lines Ins. Co., 44 Cal.4th 1297, 1304 (Cal. 1996). Under an "occurrence" based policy, the "trigger" of coverage is "property damage" during the policy period. Borg v. Transamerica Ins. Co., 47 Cal.App.4th 448, 456 (Cal. 1996); Remmer v. Glens Falls Indem. Co., 140 Cal.App.2d 84 (Cal. 1956).

The Ironshore policies issued to Cedco are "occurrence" based since the insuring agreement of the coverage form included in the policy provides that it "will pay those sums that the Insured becomes legally obligated to pay as damages because of "property damage" occurring during the policy period and caused by an "occurrence. Per this coverage form, the core event that triggers coverage is actual damage during the policy period. Aerojet-General Corp., v. Transport Indem. Co., 17 Cal.4th 38 (Cal. 1997). By virtue of this trigger, the potential for property damage occurring during the policy period gives rise to the duty to defend. United National Ins. Co. v. Frontier Ins. Co., Inc., 120 Nev. 678 (2004).

Of significance, Ironshore does not dispute that its policy is written on an "occurrence" basis or that the trigger for coverage is the timing of the damages or that the damages could have



1 occurred during its policy period. Instead, Ironshore contends that its policy is materially different  
2 given the following sentence:

3           Property damage" from "your work", or the work of any additional  
4           insured, performed prior to policy inception will be deemed to have first  
          existed prior to the policy inception . . .

5           By virtue of this sentence, Ironshore seeks to recast damages occurring during the policy  
6 period as taking place at an arbitrary earlier time. Of significance, this new date is not based on the  
7 timing of an actual event or condition, or tied in any way to reality.

8           The "trigger" for this bald faced assumption, however, is when the work is performed. If  
9 work is performed during the policy period, the assumption as to the timing of the damages does not  
10 apply. If, however, the work at issue is performed before the policy incepts, the assumption that all  
11 damages precede the policy applies.

12           Faced with similar provisions, courts in California and Nevada have uniformly rejected  
13 efforts by insurers to manufacture a two trigger approach as contrived attempts to undermine the  
14 intent and purpose of the policy, resulting in a patent and irreconcilable ambiguity. See  
15 Pennsylvania Gen. Ins. Co. v. American Safety Indem. Co., 185 Cal.App.4th 1515 (Cal. 2010);  
16 Maryland Cas. Co. v. American Safety Indem. Co., 2013 WL 1007707 (D. Nev. 2013); Acceptance  
17 Ins. Co. v. American Safety RRG, 2011 WL 3475305 (S.D. Cal. 2011). For example, in  
18 Pennsylvania Gen., American Safety attempted to modify its policy by requiring both that the  
19 "occurrence" and the resulting damage occur during the policy period. By virtue of this  
20 modification, American Safety took the position that both the negligent work and resulting damage  
21 must occur during the policy period.

22           In rejecting this position, the Court in Pennsylvania Gen. concluded that the timing of the  
23 damage remained the defining characteristic of the policy such that efforts to manufacture a second  
24 trigger created a patent conflict and corresponding ambiguity. In reaching this result, the Court  
25 noted that the protection afforded by the "products-completed operations hazard" in commercial  
26 general liability policies is based on when the work is completed. To place another condition on  
27 this coverage by requiring that the work also be performed during the policy period conflicts with  
28 the grant of coverage since the coverage grant is not tied to when the work is completed so as to



1 create a patent ambiguity.

2 These same concerns exist in this case. As in Pennsylvania Gen., the monumental change  
3 Ironshore seeks to accomplish is not set forth in the insuring agreement, but is instead buried within  
4 the policy and therefore not disclosed. Moreover, any requirement that the work be performed  
5 during the policy period conflicts with the grant of coverage under the insuring agreement as well as  
6 the scope of available coverage under the "products-completed operations hazard." By virtue of  
7 these irreconcilable conflicts, Ironshore's efforts to significantly alter the policy are contrary to the  
8 intent of the policy itself, and therefore fail.

9 This Court, in Maryland Cas. Co. v. American Safety Indem. Co., 2013 WL 1007707 (D.  
10 Nev. 2013), dealt with the same issue and reached the same conclusion, holding as follows:

11 Finally, the Court agrees with the reasoning in Pennsylvania General Ins.  
12 Co. v. Am. Safety Indem. Co., 111 Cal.Rptr.3d 403 (Cal.Ct.App.2010) in  
13 which the California Court of Appeals interpreted the exact language at  
14 issue in this case.<sup>4</sup> In Pennsylvania General, the California Court of  
15 Appeals found the amended definition of "occurrence" was susceptible to  
16 the interpretation that "the resulting damage, not the [negligent act of the  
17 insured], is still a defining characteristic of the occurrence that must take  
place during the policy period to create coverage." *Id.* at 411. In doing so,  
the California Court of Appeals extensively noted several ambiguities and  
inconsistencies resulting from Defendant's averred construction. *Id.* at  
412–18. Although not bound by the law of a foreign jurisdiction, the Court  
finds the reasoning of Pennsylvania General persuasive and applicable to  
this case.

18 *Id.* at 4; see also Acceptance Ins. Co. v. American Safety RRG, 2011 WL 3475305 (D. Nev. 2011).

19 Per Pennsylvania Gen., efforts to create a second trigger based on the timing of the work  
20 undermine the fundamental purpose of the policy by creating patent and obvious conflicts in the  
21 policy that cannot be reconciled. As Ironshore's provision results in the same outcome based on an  
22 artificial reality in when the actual timing of damages is ignored, it too should be rejected for the  
23 same reasons.

24 As a practical matter, Ironshore's efforts to monumentally alter coverage based on a single  
25 sentence buried within an endorsement is not acceptable under Nevada law. To be enforceable, an  
26 exclusion must be stated clearly and unambiguously so as to readily communicate to the insured the  
27 specific circumstances under which he or she will not receive the expected coverage. Powell v.  
28 Liberty Mut. Fire Ins. Co., 127 Nev. 14 (2011). Under this standard, an insurer seeking to exclude

coverage must write the exclusion in obvious and unambiguous language in the policy and establish that the exclusion clearly applies to this particular case. National Union v. Reno's Executive Air, 100 Nev. 360, 365 (1984).

In this case, the sentence Ironshore relies upon is buried in an endorsement without any effort to disclose its intent or the effect of it. As such, the exclusion not only creates an ambiguity, it is expressly contrary to Nevada law.

D. To The Extent Ironshore Asserts Other Coverage Arguments, None Apply So As To Excuse Its Failure To Defend.

In past matters, Ironshore has raised various additional arguments in an effort to retroactively justify its refusal to defend. None of these arguments succeed.

1. The "Your Work" Exclusion Does Not Defeat Coverage Given The Broad Allegations Made In Each Of The Matters.

Ironshore may argue that its policies, like all commercial general liability insurance policies, include the exclusion for "your work." This exclusion, however, does not justify Ironshore's coverage position.

As a threshold issue, to make this argument, Ironshore must rely on unverified, unauthenticated documents regarding the work performed by the insured and the purported scope of claims asserted against it. These documents fall short of the requirement of extrinsic evidence be conclusive and dispositive regarding coverage. See Waller v. Truck Ins. Exc., 11 Cal.4th 1, 19 (Cal. 1995); Montrose Chem Corp. v. Superior Court, 6 Cal.4th 287, 300-301 (Cal. 1993).

More importantly, in making this argument, Ironshore overlooks the fact that the operative pleadings in each matter include broad and expansive allegations regarding damages to numerous aspects of the improvements at issue in each case. While Ironshore will likely argue that it need not consider allegations that it believes do not arise from the insured's work, this is not the law.

An insurer owes a duty to defend any disputed claim, regardless of whether the claim is groundless, false or fraudulent. Horace Mann Ins. Co. v. Barbara B., 4 Cal.4th 1076, 1088 (Cal. 1993); County of San Bernardino v. Pacific Indem. Co., 56 Cal.App.4th 666, 686 (Cal. 1997).

Given this, unless Ironshore could prove that the all claims asserted in the Complaint are barred by

the 1 exclusion for your work, Ironshore owed a duty to defend given the breadth of the allegations  
made.

2  
3       2.       There Is No "Known Loss" Rule.

4       In past matters, Ironshore has separately argued that under the purported common law  
5 "known loss" rule, coverage is barred if anyone knows of any damages which precede the inception  
6 of its policies. If this argument is made in this case, it is properly rejected.

7       Until legal liability is established by way of a judgment, there is an insurable uncertainty and  
8 no known loss. Montrose Chemical Corp. v. Admiral Ins. Co., 10 Cal.4th 645 (Cal. 1995). Given  
9 this, the mere fact that some damages may have occurred before the inception of the policy does  
10 not, in and of itself, defeat the potential for coverage:

11               Where, as here, there is uncertainty about the imposition of liability  
12               and no "legal obligation to pay" yet established, there is an insurable  
13               risk for which coverage may be sought under a third party policy.  
              (Austero v. National Cas. Co. (1978) 84 Cal.App.3d 1, 27-28, 29).

14       Id. at 692.

15       Given this, no "known loss" rule exists to shield Ironshore from its duty to defend.

16       3.       Deductibles Do Not Bar Recovery.

17       In past matters, Ironshore has argued that deductible endorsements bear on its defense  
18 obligation. This argument fails as these endorsements provide as follows:

19               The terms of this insurance, including those with respect to:

20               (a) Our right and duty to defend any "suits" seeking those damages;  
21               and

22               (b) Your duties in the event of an "occurrence," claim or suit  
              apply irrespective of the application of the deductible amount.

23       See, e.g., Ex. 1, ISIC 26-27.

24       The satisfaction of a deductible does not impact the fact that the duty to defend is triggered  
25 as soon as a covered claim is made against the insured. Lasorte v. Those Certain Underwriters at  
26 Lloyd's, 2014 WL 465308 (D. Mont. 2014); Century Indem. Co. v. Marine Group, LLC, 2012 WL  
27 6016953 (D. Or. 2012), holding that insured's satisfaction of the deductible has no impact on the  
28 insurer's immediate obligation to defend. Given this, whether a deductible is owing is irrelevant to

1 Ironshore's duty to defend.

2       Meanwhile, Ironshore is precluded from claiming a deductible given that the policies Zurich  
3 issued also include deductibles (which were generally collected) and the stacking of deductibles by  
4 multiple insurers is barred. California Pacific Homes, Inc. v. Scottsdale Ins. Co., 70 Cal.App.4th  
5 1187 (Cal. 1999). Given this, Ironshore is precluded from seeking a separate deductible once it has  
6 been held to have owed a coverage obligation (thereby negating the argument that the insured  
7 would somehow be prejudiced if Ironshore was required to honor its coverage obligations).

8       Regardless, the sums at issue all exceed the amount of any deductibles. Given this,  
9 deductibles have no bearing on the merits of this motion.

10       4.     Ironshore Insured Universal Framing, LLC.

11       Finally, in the past, Ironshore has argued that it does not insure Universal Framing, LLC as  
12 it insures a separate entity - Ironshore Framing, Inc. As with the others, this argument fails as  
13 Ironshore Framing, Inc. does not exist.

14       In order for a contract to be valid, the parties must exchange promises that represent legal  
15 obligations. Bleecher v. Conte, 29 Cal.3d 345, 350 (Cal. 1993). An agreement is illusory when one  
16 of the parties assumes no obligation. Scottsdale Ins. Co. v. Essex Ins. Co., 98 Cal.App.4th 86, 95  
17 (Cal. 2002).

18       Where an insurer issues a policy based on known risks, the policy is properly held to  
19 respond to those risks. Id. at 93. Consequently, when an insurer issues a policy to the wrong party  
20 based on known risks, the insurer's coverage obligations extend to the correct party for which the  
21 risks exist. Estate of Cartledge v. Columbia Cas. Co., 2012 WL 3466470 (E.D. Cal. 2012), citing  
22 Capital Glenn Min. Co. v. Indus. Acc. Comm., 124 Cal.App. 79 (Cal. 1932); see also Bishara v.  
23 Century Surety Co., 2011 WL 1334406 (C.D. Cal. 2011).

24       In this case, Ironshore contends it insured "Universal Framing, Inc." No such entity,  
25 however, exists. Dec. of W. Reeves, ¶¶ 2-5. Instead, the only entity existing at the time the  
26 Ironshore policy was issued was Universal Framing, LLC. Dec. of W. Reeves, ¶¶ 2-5. Given this,  
27 the policy Ironshore issued extended coverage to this entity.

28 ///

Conclusion

For the reasons set forth herein, therefore, it is respectfully requested that this motion for partial summary judgment as to the duty to defend in connection with Causes of Action Nos. 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40 and 46 be granted.

Dated: September 16, 2016

MORALES FIERRO & REEVES

By: /s/ William C. Reeves  
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10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12 ASSURANCE CO. OF AMERICA, et al.	)	Case No.: 2:15-cv-00460-JAD-PAL
	)	
13 Plaintiffs,	)	DECLARATION OF WILLIAM REEVES
	)	IN SUPPORT OF MOTION FOR PARTIAL
14 vs.	)	SUMMARY JUDGMENT
	)	
15 IRONSHORE SPECIALTY INS. CO.,	)	
	)	
16 Defendant.	)	
	)	

17  
18 I, William Reeves, declare as follows:

19 1. I am an attorney with Morales Fierro & Reeves, counsel for Plaintiffs in this case.  
20 2. Included in the Appendix of Exhibits are true and correct copies of the following  
21 documents:

22 Exhibit 1	Ironshore Policy No. 018ER0905001 (Cedco)
23 Exhibit 2	Ironshore Policy No. 000194200 (Cedco)
24 Exhibit 3	Ironshore Policy No. 011040905001 (Champion Masonry)
25 Exhibit 4	Ironshore Policy No. 0110N0905001 (Debard Plumbing)
26 Exhibit 5	Ironshore Policy No. 00CQE0905001 (JP Construction)
27 Exhibit 6	Ironshore Policy No. 000143201 (JP Construction)
28 Exhibit 7	Ironshore Policy No. 017BW0905001 (Laird Whipple)

1	Exhibit 8	Ironshore Policy No. 000242101 (Laird Whipple)
2	Exhibit 9	Ironshore Policy No. 00XXV0905001 (PR Construction)
3	Exhibit 10	Ironshore Policy No. 000115801 (PR Construction)
4	Exhibit 11	Ironshore Policy No. 012A80905001 (Stewart & Sundell)
5	Exhibit 12	Ironshore Policy No. 000167401 (Stewart & Sundell)
6	Exhibit 13	Ironshore Policy No. 00T960905001 (Universal Framing)
7	Exhibit 14	Denial Letter (Cedco/Anthem)
8	Exhibit 15	Denial Letter (Cedco/Mohan)
9	Exhibit 16	Denial Letter (Cedco/Seven Hills)
10	Exhibit 17	Denial Letter (Centex Homes/Garcia)
11	Exhibit 18	Denial Letter (Champion Masonry/Marcel)
12	Exhibit 19	Denial Letter (Debard Plumbing/Drost)
13	Exhibit 20	Denial Letter (Debard Plumbing/Lino)
14	Exhibit 21	Denial Letter (Debard Plumbing/Wikey)
15	Exhibit 22	Denial Letter (JP Construction/Casallas)
16	Exhibit 23	Denial Letter (JP Construction/Casallas)
17	Exhibit 24	Denial Letter (Laird Whipple/Bennett)
18	Exhibit 25	Denial Letter (Laird Whipple/Bennett)
19	Exhibit 26	Denial Letter (PR Construction/Boyer)
20	Exhibit 27	Denial Letter (Stewart & Sundell/Anthem)
21	Exhibit 28	Denial Letter (Stewart & Sundell/Stallion Mountain)
22	Exhibit 29	November 28, 2010 Denial Letter (Stewart & Sundell)
23	Exhibit 30	Denial Letter (Universal Framing/Clark)
24	Exhibit 31	Complaint filed in <u>Anthem</u>
25	Exhibit 32	Third Party Complaint filed in <u>Anthem</u>
26	Exhibit 33	Chapter 40 Notice served in <u>Mohan</u>
27	Exhibit 34	Tender Letter served in <u>Mohan</u>
28	Exhibit 35	Complaint filed in <u>Seven Hills</u>

1	Exhibit 36	Amended Third Party Complaint filed in <u>Seven Hills</u>
2	Exhibit 37	First Amended Complaint filed in <u>Garcia</u>
3	Exhibit 38	Third Party Complaint filed in <u>Garcia</u>
4	Exhibit 39	Tender Letter in <u>Garcia</u>
5	Exhibit 40	Tender Letter in <u>Garcia</u>
6	Exhibit 41	Report issued as to <u>Garcia</u>
7	Exhibit 42	Complaint filed in <u>Marcel</u>
8	Exhibit 43	Third Party Complaint filed in <u>Marcel</u>
9	Exhibit 44	Complaint filed in <u>Drost</u>
10	Exhibit 45	Third Party Complaint
11	Exhibit 46	First Amended Complaint filed in <u>Lino</u>
12	Exhibit 47	Third Party Complaint filed in <u>Lino</u>
13	Exhibit 48	Complaint filed in <u>Wikey</u>
14	Exhibit 49	Third Party Complaint filed in <u>Wikey</u>
15	Exhibit 50	Complaint filed in <u>Casallas</u>
16	Exhibit 51	Third Party Complaint filed in <u>Casallas</u>
17	Exhibit 52	Complaint filed in <u>Bennett</u>
18	Exhibit 53	Third Party Complaint filed in <u>Bennett</u>
19	Exhibit 54	Third Amended Complaint filed in <u>Boyer</u>
20	Exhibit 55	Third Party Complaint filed in <u>Boyer</u>
21	Exhibit 56	Complaint filed in <u>Anthem</u>
22	Exhibit 57	Third Party Complaint filed in <u>Anthem</u>
23	Exhibit 58	Complaint filed in <u>Stallion Mountain</u>
24	Exhibit 59	Third Party Complaint filed in <u>Stallion Mountain</u>
25	Exhibit 60	Complaint filed in <u>Sun City</u>
26	Exhibit 61	Third Party Complaint filed in <u>Sun City</u>
27	Exhibit 62	Complaint filed in <u>Clark</u>
28	Exhibit 63	Third Party Complaint filed in <u>Clark</u>



- 1 Exhibit 64 Notice of Acceptance of Offer filed in NV1
- 2 Exhibit 65 Judgment entered in NV1
- 3 Exhibit 66 Excerpts of Deposition of Ironshore PMK taken in NV1
- 4 Exhibit 67 Excerpts of Deposition of Ironshore PMK taken in this case
- 5 Exhibit 68 Subpoena - Champion Masonry
- 6 Exhibit 69 Subpoena - Centex Homes
- 7 Exhibit 70 Proof of Service of Subpoena - Champion Masonry
- 8 Exhibit 71 Proof of Service of Subpoena - Centex Homes
- 9 Exhibit 72 Response to Subpoena - Champion Masonry
- 10 Exhibit 73 Response to Subpoena - Centex Homes
- 11 Exhibit 74 Printout - Nevada State Contractors Board website
- 12 Exhibit 75 Printout - Nevada Secretary of State website

13 3. Ironshore produced Exhibits 1-39 and 41-63 in this case, a fact evidenced by the bates  
14 stamp numbers affixed to each page.

15 4. Exhibits 64 and 65 are true and correct copies of documents filed in Case No.: 2:13-  
16 cv-02191-GMN-CWH, which I refer to as NV1 in the memorandum of points and authorities filed  
17 herewith. request is made that this Court take judicial notice of each.

18 5. I took the deposition of Mary Frances Nolan both in this case as well in connection  
19 with NV1. True and correct copies of these deposition transcripts are included in the Appendix of  
20 Exhibits filed herewith as Exhibits 66 and 67. Ms. Nolan was designated as the Ironshore company  
21 representative in both matters. See Ex. 66, 18:10-19, exhibit 2; Ex. 67, 6:4-17, exhibit 1.

22 6. Ms. Nolan confirmed that the denial letters included in the Appendix were sent and  
23 accurately reflect the coverage positions it took in connection with each of the claims. Appendix of  
24 Exhibits, Ex. 67, 56:3-12, 105:14-22, 135:11-136:1, 137:16-138:4, 142:17-143:3, 144:13-145:5,  
25 149:18-150:2, 152:4-21, 155:18-156:23, 158:17-159:20, 164:11-165:7, 170:5-13, 172:17-173:2,  
26 173:22-174:5, 174:17-175:2.

27 7. Exhibits 39 and 40 each reference a subcontract agreement entered into by and  
28 between Lukestar Corp dba Champion Masonry and Centex Homes. The subcontract agreement,

1 however, is not included in documents Ironshore produced. Meanwhile, the document is not  
2 included in documents in my clients' possession.

3 8. Efforts to locate the missing subcontract have been unsuccessful. Exhibits 68 and 69  
4 included in the Appendix of Exhibits are subpoenas I prepared and caused to be served on LukeStar  
5 Corp. and Centex Homes seeking production of the subcontract. Proofs of service of each subpoena  
6 are included in the Appendix of Exhibits as Exhibits 70 and 71. Responses received to the  
7 subpoena confirming that the subcontract could not be located are included in the Appendix of  
8 Exhibits as Exhibits 72 and 73.

9 9. I separately contacted the Lee Hernandez firm who sent the tender letters and  
10 requested copies of the subcontracts. In response, I was advised that the subcontract could not be  
11 located.

12 10. I conducted a search for "Universal Framing Inc." via websites maintained by the  
13 Nevada State Contractors Board and the Nevada Secretary of State via the following two websites:

- 14 • [www.nvcontractorsboard.com](http://www.nvcontractorsboard.com)
- 15 • [nvsos.gov](http://nvsos.gov)

16 In so doing, I could not locate an entity bearing the name Universal Framing, Inc. I likewise  
17 could not locate a corporation bearing this name.

18 11. I did locate, however, records for Universal Framing, LLC. Included in the  
19 Appendix as Exhibit 74 is true and correct copy of a printout of information I obtained from the  
20 website maintained by the Nevada State Contractors Board ([www.nvcontractorsboard.com](http://www.nvcontractorsboard.com)) which  
21 shows that Universal Framing LLC is the holder of an active contractors license first acquired in  
22 2003 and active at all relevant times herein. Meanwhile, included in the Appendix as Exhibit 75 is  
23 a true and correct copy of a printout of information I obtained from the website maintained by the  
24 Nevada Secretary of State ([nvsos.gov](http://nvsos.gov)) which shows that Universal Framing LLC is an active  
25 limited liability company first formed in 2003 and active at all times relevant herein.

26 12. The address listed on Exhibits 74 and 75 is 4270 Meadowgate Trail, Reno, NV  
27 89519. This is the same address listed on the policy Ironshore issued (albeit with the incorrect zip  
28 code of 89509). See Plaintiff Exhibit 13.

1 I declare that the foregoing is true and correct based on my own personal knowledge under  
2 penalty of perjury. Executed in Pleasant Hill, California on the date specified below.

3 Dated: September 16, 2016

4  
5 /s/ William C. Reeves

6 William C. Reeves  
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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ASSURANCE CO. OF AMERICA, et al.	)	Case No.: 2:15-cv-00460-JAD-PAL
	)	
Plaintiffs,	)	APPENDIX OF EXHIBITS IN SUPPORT
	)	OF MOTION FOR PARTIAL SUMMARY
vs.	)	JUDGMENT
	)	
IRONSHORE SPECIALTY INS. CO.,	)	
	)	
Defendant.	)	

Plaintiffs offer the following exhibits in support of their motion for partial summary judgment filed herewith:

Exhibit 1	Ironshore Policy No. 018ER0905001 (Cedco)
Exhibit 2	Ironshore Policy No. 000194200 (Cedco)
Exhibit 3	Ironshore Policy No. 011040905001 (Champion Masonry)
Exhibit 4	Ironshore Policy No. 0110N0905001 (Debard Plumbing)
Exhibit 5	Ironshore Policy No. 00CQE0905001 (JP Construction)
Exhibit 6	Ironshore Policy No. 000143201 (JP Construction)
Exhibit 7	Ironshore Policy No. 017BW0905001 (Laird Whipple)
Exhibit 8	Ironshore Policy No. 000242101 (Laird Whipple)
Exhibit 9	Ironshore Policy No. 00XXV0905001 (PR Construction)

1	Exhibit 10	Ironshore Policy No. 000115801 (PR Construction)
2	Exhibit 11	Ironshore Policy No. 012A80905001 (Stewart & Sundell)
3	Exhibit 12	Ironshore Policy No. 000167401 (Stewart & Sundell)
4	Exhibit 13	Ironshore Policy No. 00T960905001 (Universal Framing)
5	Exhibit 14	Denial Letter (Cedco/Anthem)
6	Exhibit 15	Denial Letter (Cedco/Mohan)
7	Exhibit 16	Denial Letter (Cedco/Seven Hills)
8	Exhibit 17	Denial Letter (Centex Homes/Garcia)
9	Exhibit 18	Denial Letter (Champion Masonry/Marcel)
10	Exhibit 19	Denial Letter (Debard Plumbing/Drost)
11	Exhibit 20	Denial Letter (Debard Plumbing/Lino)
12	Exhibit 21	Denial Letter (Debard Plumbing/Wikey)
13	Exhibit 22	Denial Letter (JP Construction/Casallas)
14	Exhibit 23	Denial Letter (JP Construction/Casallas)
15	Exhibit 24	Denial Letter (Laird Whipple/Bennett)
16	Exhibit 25	Denial Letter (Laird Whipple/Bennett)
17	Exhibit 26	Denial Letter (PR Construction/Boyer)
18	Exhibit 27	Denial Letter (Stewart & Sundell/Anthem)
19	Exhibit 28	Denial Letter (Stewart & Sundell/Stallion Mountain)
20	Exhibit 29	Denial Letter (Stewart & Sundell)
21	Exhibit 30	Denial Letter (Universal Framing/Clark)
22	Exhibit 31	Complaint filed in <u>Anthem</u>
23	Exhibit 32	Third Party Complaint filed in <u>Anthem</u>
24	Exhibit 33	Chapter 40 Notice served in <u>Mohan</u>
25	Exhibit 34	Tender Letter served in <u>Mohan</u>
26	Exhibit 35	Complaint filed in <u>Seven Hills</u>
27	Exhibit 36	Amended Third Party Complaint filed in <u>Seven Hills</u>
28	Exhibit 37	First Amended Complaint filed in <u>Garcia</u>

1	Exhibit 38	Third Party Complaint filed in <u>Garcia</u>
2	Exhibit 39	Tender Letter in <u>Garcia</u>
3	Exhibit 40	Tender Letter in <u>Garcia</u>
4	Exhibit 41	Report issued as to <u>Garcia</u>
5	Exhibit 42	Complaint filed in <u>Marcel</u>
6	Exhibit 43	Third Party Complaint filed in <u>Marcel</u>
7	Exhibit 44	Complaint filed in <u>Drost</u>
8	Exhibit 45	Third Party Complaint
9	Exhibit 46	First Amended Complaint filed in <u>Lino</u>
10	Exhibit 47	Third Party Complaint filed in <u>Lino</u>
11	Exhibit 48	Complaint filed in <u>Wikey</u>
12	Exhibit 49	Third Party Complaint filed in <u>Wikey</u>
13	Exhibit 50	Complaint filed in <u>Casallas</u>
14	Exhibit 51	Third Party Complaint filed in <u>Casallas</u>
15	Exhibit 52	Complaint filed in <u>Bennett</u>
16	Exhibit 53	Third Party Complaint filed in <u>Bennett</u>
17	Exhibit 54	Third Amended Complaint filed in <u>Boyer</u>
18	Exhibit 55	Third Party Complaint filed in <u>Boyer</u>
19	Exhibit 56	Complaint filed in <u>Anthem</u>
20	Exhibit 57	Third Party Complaint filed in <u>Anthem</u>
21	Exhibit 58	Complaint filed in <u>Stallion Mountain</u>
22	Exhibit 59	Third Party Complaint filed in <u>Stallion Mountain</u>
23	Exhibit 60	Complaint filed in <u>Sun City</u>
24	Exhibit 61	Third Party Complaint filed in <u>Sun City</u>
25	Exhibit 62	Complaint filed in <u>Clark</u>
26	Exhibit 63	Third Party Complaint filed in <u>Clark</u>
27	Exhibit 64	Notice of Acceptance of Offer filed in NV1
28	Exhibit 65	Judgment entered in NV1

- 1 Exhibit 66 Excerpts of Deposition of Ironshore PMK taken in NV1
- 2 Exhibit 67 Excerpts of Deposition of Ironshore PMK taken in this case
- 3 Exhibit 68 Subpoena - Champion Masonry
- 4 Exhibit 69 Subpoena - Centex Homes
- 5 Exhibit 70 Proof of Service of Subpoena - Champion Masonry
- 6 Exhibit 71 Proof of Service of Subpoena - Centex Homes
- 7 Exhibit 72 Response to Subpoena - Champion Masonry
- 8 Exhibit 73 Response to Subpoena - Centex Homes
- 9 Exhibit 74 Printout - Nevada State Contractors Board website
- 10 Exhibit 75 Printout - Nevada Secretary of State website

11 Dated: September 16, 2016

12 MORALES FIERRO & REEVES

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By: /s/ William C. Reeves  
William C. Reeves  
Attorneys for Plaintiffs

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# Exhibit 1

# Exhibit 1





# IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza  
 (55 Broadway, NY) 12th Floor  
 New York, NY 10006  
 Toll Free: (877) IRON411

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

## COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy Number: 018ER0905001

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE PART, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

### 1. Named Insured & Mailing Address:

Cedco Inc.  
 7210 Placid Street  
 Las Vegas, NV 89119

### 2. Policy Period:

Inception June 01, 2009 to  
 Expiration June 01, 2010 at 12:01 a.m. standard time at your address shown above.

### 3. Form of Business: Contractor

### 4. Limits of Insurance:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products - Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Damage

5. Deductible: \$ 10,000 BI & PD & PI/AI; Per Occurrence, Including LAE

### 6. Coverage Part Premium Calculation:

Coverage Part Premium:  
 Inspection Fee:  
 Terrorism Premium:  
 Coverage Part Total:

REDACTED

PREMIUM IS 100% MINIMUM AND DEPOSIT

### 7. Audit Period: Annual

IB.EX.002 (12/07Ed.)

Page 1 of 3

ISIC 1

AA000216

Policy Number: 018ER090S001

**8. Endorsements Attached To This Policy: See Schedule of Forms and Endorsements.**

1. IB.EX.003 Common Policy Conditions
2. IB.EX.006 Amended Insured Contract Definition
3. IB.EX.007 Amendment of Premium
4. IB.EX.009 Basis of Premium
5. IB.EX.010 Claims Notification
6. IB.EX.012 Deductible Liability Insurance
7. IB.EX.013 Asbestos Exclusion
8. IB.EX.014B Continuous or Progressive Injury Exclusion (Broad Form)
9. IB.EX.015 Contractors Professional Liability
10. IB.EX.018 Employment-Related Practices
11. IB.EX.019 Exterior Insulation and Finish Systems
12. IB.EX.022 Influenza or Epidemic Exclusion
13. IB.EX.023 Lead Contamination
14. IB.EX.025 Medical Payments Exclusion
15. IB.EX.026 Mold, Fungi or Bacteria
16. IB.EX.027 Nuclear Energy Liability Exclusion Endorsement
17. IB.EX.028 Silica or Silica Related Dust Exclusion
18. IB.EX.030 Terrorism Exclusion
19. IB.EX.031 Total Pollution Exclusion Endorsement
20. IB.EX.032 Emails Fax Phone Calls Or Other Methods Of Sending Material Or Information
21. IB.EX.033 Operations Covered By A Consolidated (Wrap-Up) Insurance Program
22. IB.EX.034 Independent Contractors Limitation of Coverage
23. IB.EX.037 Service of Suit
24. IB.EX.008 Automatic Status – Owners, Lessees or Contractors - Automatic Status
25. IB.EX.011 Designated Construction Projects
26. IB.EX.041 Waiver of Transfer of Rights of Recovery Against Others To Us
27. IB.EX.059 Employee Benefits Liability Coverage
28. IB.EX.060 Additional Insured - Completed Operations (Commercial)

**9. Producer & Mailing Address**

American E&S Insurance  
101 California Street, Suite 900  
San Francisco, CA 94111

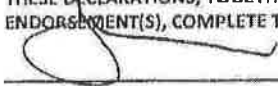
License Number: 4964

**10. Surplus Lines Broker & Mailing Address:**

Allied North America Insurance Brokerage of NV LLC  
c/o Allied Group Holdings LLC  
390 North Broadway  
Jericho, NY 11753

License Number: 18402

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

  
Authorized Representative

July 13, 2009  
Date

IB.EX.002 (12/07Ed)

Page 2 of 3

ISIC 2

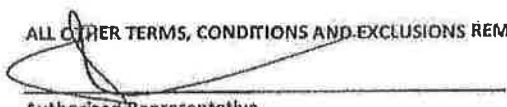
AA000217

Policy Number: 018ER0905001

COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM  
SCHEDULE

LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
	Masonry	97447(3A)	REDACTED				
	Concrete Construction	91560(3B)					
	Landscape Gardening	97047(1-)					
	*Total combined audited revenue is in excess of \$30,000,000*						

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
 Authorized Representative

July 13, 2009  
 Date



# IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number: 018ER0905001

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

##### b. This insurance applies to

"bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily Injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim;

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This Insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily Injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;



- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional Insured with respect to your ongoing operations performed for that additional Insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Insured, other than that additional Insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any Insured; or
  - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily Injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily Injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily Injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily Injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give-away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a slidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.



No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This Insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**  
"Personal and advertising injury" caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**  
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**  
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**  
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.
- e. **Contractual Liability**  
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach Of Contract**  
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality Or Performance Of Goods – Failure To Conform To Statements**  
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description Of Prices**  
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- i. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**  
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
- j. **Insureds In Media And Internet Type Businesses**  
"Personal and advertising injury" committed by an insured whose business is:
  - (1) Advertising, broadcasting, publishing or telecasting;
  - (2) Designing or determining content of web-sites for others; or
  - (3) An Internet search, access, content or service provider.
 However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section. For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
- k. **Electronic Chatrooms Or Bulletin Boards**  
"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.
- l. **Unauthorized Use Of Another's Name Or Product**  
"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- m. **Pollution**  
"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- n. **Pollution-Related**  
Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

- f. **Products-Completed Operations Hazard**  
Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance. Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury";

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2, above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2, or 3, above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5, above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5, above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**  
Bankruptcy or insolvency of the insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
  - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.



- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.
- 4. Other Insurance**
- If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:
- a. **Primary Insurance**
- This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.
- b. **Excess Insurance**
- This insurance is excess over:
- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.
- When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.
- We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.
- c. **Method Of Sharing**
- If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.  
Paragraph f. does not include that part of any contract or agreement:
    - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
    - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
 but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.



As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this Insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

Ironshore Specialty Insurance Company by:



Secretary



President



### IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

#### Endorsement # 1

Policy Number: 018ER0905001

Effective Date Of Endorsement: June 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COMMON POLICY CONDITIONS

All Coverage Parts Included in this policy are subject to the following conditions.


- A) Cancellation
- 1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  - 2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
    - a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b) 30 days before the effective date of cancellation if we cancel for any other reason.
  - 3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
  - 4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  - 5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
  - 6) If notice is mailed, proof of mailing will be sufficient proof of notice.
- B) Changes
- C) This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.
- D) Examination Of Your Books And Records
- E) We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
- F) Inspections And Surveys
- 1) We have the right to:
    - a) Make inspections and surveys at any time;
    - b) Give you reports on the conditions we find; and
    - c) Recommend changes.
  - 2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
    - a) Are safe or healthful; or
    - b) Comply with laws, regulations, codes or standards.
  - 3) Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
  - 4) Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to

certification, under state or municipal statutes, ordinances or regulations; of boilers, pressure vessels or elevators.

- G) Premiums
- H) The first Named Insured shown in the Declarations:
  - 1) Is responsible for the payment of all premiums; and
  - 2) Will be the payee for any return premiums we pay.
- I) Transfer Of Your Rights And Duties Under This Policy

- J) Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.
- K) If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
\_\_\_\_\_  
Authorized Representative

July 13, 2009  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

**Endorsement # 2**

Policy Number: 018ER0905001

Effective Date Of Endorsement: June 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Paragraph 9. of the Definitions Section is replaced by the following:


9. "Insured contract" means:

- a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b) A sidetrack agreement;
- c) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e) An elevator maintenance agreement;
- f) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- 1 That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- 2 That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- 3 Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
\_\_\_\_\_  
Authorized Representative

July 13, 2009  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

Endorsement # 3

Policy Number: 018ER0905001

Effective Date Of Endorsement: June 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Paragraph 5. of SECTION IV – CONDITIONS is replaced by the following:

This insurance does not apply to any "bodily injury" or "property damage":

- 5 Premium Audit
  - a) We will compute all premiums for this Policy in accordance with our rules and rates.
  - b) Premium shown in this Policy is the advance premium for the policy term. If the final audit develops a premium less than the advance premium, a minimum premium of \_\_\_\_\_ will be retained by us. If the final audit develops a premium greater than the advance premium, additional premium shall be due and payable to us on notice to the first Named Insured.
  - c) The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
  - d) In the event you cancel this Policy, a minimum premium of \_\_\_\_\_ or the applicable pro-rata/short rate earned premium, whichever is greater, will be retained by us.
- 6 Your failure to pay premium when due shall be considered a request by the first Named Insured or their appointed authority for us to cancel. In the event of such cancellation for non-payment of premium the minimum premium shall be due and payable.
- 7 We have the right, but are not obligated, to rescind our cancellation notice if the premium is received prior to the effective date of cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
\_\_\_\_\_  
Authorized Representative

July 13, 2009  
Date

REDACTED



**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

Endorsement # 4

Policy Number: 018ER0905001

Effective Date Of Endorsement: June 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BASIS OF PREMIUM ENDORSEMENT**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following definitions of basis of premium used for computing premiums for this coverage:

Gross Sales or Receipts is defined as the gross amount charged by the named insured, concessionaires of the named Insured, or by others trading under the insured's name for:

- a. All goods or products, sold or distributed;
- b. Operations performed during the policy period;
- c. Rentals; and
- d. Dues or fees.

Only the following Items shall be deducted from Gross Sales or Receipts:

1. Sales or excise taxes which are collected and remitted directly to a governmental division;
2. Credits for repossessed merchandise and products returned.

Payroll or Remuneration is defined as the sum of salaries, wages, tips, piece of work, commission, bonuses, board and meals for work performed and excluding excess in accordance with the state payroll limitation rules.

Overtime is defined as hours worked at increased rates of pay in excess of hours normally worked in a given day or week. If there is a guaranteed wage plan which assures employees a given wage for working a specific number of hours per week, then the overtime means only the hours worked in excess of that specific amount. If there are records available showing the wages paid for overtime separately, which exceed the amount that would have been paid for the same work during normal hours, then all such excess wages are excluded. If these records show only the total of wages paid, including overtime on a time and one-half basis, then one-third of those wages should be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, one-half of the total pay for double time shall be excluded.

Excluded from payroll is remuneration paid to clerical office employees, including those whose duties are strictly limited to keeping the insured's books or records, conducting correspondence, or engaged in clerical work in these areas. Anyone who does not work in the area separated physically by walled floors, or partitions from all other work areas of the insured is

not considered. An exception to this is if the payroll or clerical office employees are specifically included in the classification wording or footnote of the ISO general liability classification.

Total Cost or Cost is defined as the total cost of all work, let or sublet in connections with each specific project including:

- a. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work; and
- b. All fees, bonuses or commissions made, paid or due.

Units is defined as the number of persons or items described.

Rental Receipts is defined as the gross amount charged by the named insured, concessionaires of the named insured, or by others trading under the insured's name for rental of equipment.

Admissions is defined as the total number of persons, other than employees of the named insured, admitted to an event or events conducted on the premises, whether on paid admission, tickets, complimentary tickets, or passes.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
\_\_\_\_\_  
Authorized Representative

July 13, 2009  
Date





**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

**Endorsement # 5**

**Policy Number:** 018ER0905001

**Effective Date:** Of Endorsement: June 01, 2009

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY,**

**CLAIMS NOTIFICATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Send all claim notifications and information to:

MIDLANDS CLAIM  
PO Box 23198  
Oklahoma City, OK 73123  
Phone: 1-800-498-9758  
Fax: 405-840-0584  
Website: [www.midlandsclaim.com](http://www.midlandsclaim.com)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
\_\_\_\_\_  
Authorized Representative

July 13, 2009  
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
 (55 Broadway, NY) 12th Floor  
 New York, NY 10006  
 Toll Free: (877) IRON411

Endorsement # 6

Policy Number: 018ER0905001

Effective Date Of Endorsement: June 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****SCHEDULE**

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	\$N/A	per claim
	\$N/A	per occurrence
Property Damage Liability	\$N/A	per claim
	\$N/A	per occurrence
Bodily Injury Liability and/or Property Damage Liability Combined	\$ N/A	per claim
	\$10,000	per occurrence
Personal Injury Liability	\$10,000	per injury
Advertising Injury Liability	\$10,000	per injury

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury", "personal injury", "advertising injury", or "property damage", however caused):

1. Our obligation under the Bodily Injury Liability, Personal Injury Liability, Advertising Injury Liability, and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and the limits of insurance applicable to such coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverage shall not be reduced by the application of such deductible amount.
2. The deductible amounts stated in the Schedule apply as follows:
  - a. PER CLAIM BASIS - If the deductible is on a "per claim" basis, the deductible amount applies:
    - (1) Under Bodily Injury Liability or Property Damage Liability Coverage respectively:
      - a. to all damages because of "bodily injury" sustained by one person, or
      - b. to all damages because of "property damage" sustained by one person or organization,

as a result of any one "occurrence."  
 (2) Under Bodily Injury Liability and Property Damage Liability Coverage Combined to all damages because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence."

b. PER OCCURRENCE BASIS - If the deductible is on a "per occurrence" basis the deductible amount applies:

- (1) Under Bodily Injury Liability or Property Damage Liability Coverage, respectively:
- a. to all damages because of "bodily injury" as the result of any one "occurrence," or
  - b. to all damages because of "property damage" as the result of any one "occurrence,"

regardless of the number of persons or organizations who sustain damages because of that "occurrence".

(2) Under Bodily Injury Liability and Property Damage Liability Coverage Combined to all damages because of "bodily injury" and "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence."

c. PER INJURY BASIS - If the deductible is on a "per injury" basis the deductible amount applies:

(1) Under the Personal Injury Liability Coverage to all damages because of "personal injury" sustained by one person or organization as a result of any one injury.

(2) Under the Advertising Injury Liability Coverage to all damages because of "advertising injury" sustained by one person or organization as a result of any one injury.

3. The deductible amount stated shall also apply towards the investigation, adjustment and legal expenses incurred in the handling and investigation of each claim, whether or not payment is made to any claimant, compromise settlement is reached, or the claim is denied.


4. The terms of this insurance, including those with respect to:

- (a) Our right and duty to defend any "suits" seeking those damages; and
- (b) Your duties in the event of an "occurrence," claim, or suit

apply irrespective of the application of the deductible amount.

5. We may pay any part or all of the deductible amount towards investigation, adjustment and legal expense, or to effect settlement of any claim or suit and, upon notification of such payment, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
 Authorized Representative

July 13, 2009  
 Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

Endorsement # 7

Policy Number: 018ER0905001

Effective Date Of Endorsement: June 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
BUSINESSOWNERS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

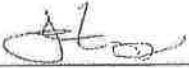
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Cedco Inc	
Endorsement Effective June 01, 2009	Policy Number 018ER0905001

This insurance does not apply to:

- A) "Bodily injury", "property damage" or "personal and advertising injury", in whole or in part, either directly or indirectly arising out of, based upon or attributable to any of the following:
1. Asbestos or any asbestos related injury or damage; or
  2. any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, ingestion, inhalation, absorption, existence, detention, removal, elimination or avoidance; or
  3. the use, exposure, presence, ingestion, inhalation, absorption, existence, detention, removal, elimination or avoidance of asbestos in any environment, building or structure; and
- B) The investigation, settlement or defense of any claim, "suit" or proceeding against the insured alleging any actual or threatened injury or damage which arises out of or would not have occurred but for asbestos "bodily injury", "property damage" or "personal and advertising injury", as described above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
\_\_\_\_\_  
Authorized Representative

July 13, 2009  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

**Endorsement # 8**

**Policy Number:** 018ER0905001

**Effective Date Of Endorsement:** June 01, 2009

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to any "bodily injury" or "property damage":

1. which first existed, or is alleged to have first existed, prior to the inception of this policy. "Property damage" from "your work", or the work of any additional insured, performed prior to policy inception will be deemed to have first existed prior to the policy inception, unless such "property damage" is sudden and accidental and takes place within the policy period; or
2. which was, or is alleged to have been, in the process of taking place prior to the inception date of this policy, even if the such "bodily injury" or "property damage" continued during this policy period; or
3. which is, or is alleged to be, of the same general nature or type as a condition, circumstance or construction defect which resulted in "bodily injury" or "property damage" prior to the inception date of this policy.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

  
Authorized Representative

July 13, 2009  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

Endorsement # 9

Policy Number: 018ER0905001

Effective Date Of Endorsement: June 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring Independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
Authorized Representative

July 13, 2009  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

Endorsement # 10

Policy Number: 018ER0905001

Effective Date Of Endorsement: June 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I -- Coverage A -- Bodily Injury And Property Damage Liability:**

This Insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I -- Coverage B -- Personal And Advertising Injury Liability:**

This Insurance does not apply to:


"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
Authorized Representative

July 13, 2009  
Date





**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
(55 Broadway, NY) 12th Floor  
New York, NY 10006  
Toll Free: (877) IRON411

Endorsement # 11

Policy Number: 018ER0905001

Effective Date Of Endorsement: June 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
  2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B. The following definition is added to the Definitions Section:
- C. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
  2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  3. A reinforced or unreinforced base coat;
  4. A finish coat providing surface texture to which color may be added; and
  5. Any flashing, caulking or sealant used with the system for any purpose.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
Authorized Representative

July 13, 2009  
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza  
 (55 Broadway, NY) 12th Floor  
 New York, NY 10006  
 Toll Free: (877) IRON411

Endorsement # 12

Policy Number: 018ER0905001

Effective Date Of Endorsement: June 01, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INFLUENZA OR EPIDEMIC EXCLUSION**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
 (The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

<b>Named insured</b> Cedco Inc	
<b>Endorsement Effective</b> June 01, 2009	<b>Policy Number</b> 018ER0905001

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", loss or damage, or cost or expense arising out of, caused by or resulting from, directly or indirectly:

**A The:**

1. infection or feared or suspected infection with;
2. diagnosis of or treatment for, or failure to diagnose or treat;
3. quarantine for or attempted containment of, or failure to quarantine or contain;
4. presence or detection of, or failure to detect;
5. prevention of or vaccination against, or failure to prevent or vaccinate;
6. restrictions on travel due to, or failure to restrict travel due to; or
7. declaration of an epidemic or pandemic due to, or failure to declare an epidemic or pandemic due to;

any type of Influenza virus, including but not limited to types A, B or C virus, any subtype or strain of the influenza A, B or C virus (including but not limited to the H5 and H7 subtypes), any similar or related influenza or virus, or any derivation from, reassortment, or mutation (occurring either naturally or through human intervention) of the Influenza A, B or C virus, including but not limited to a human influenza virus.

- B** Any epidemic, pandemic, pandemic alert or outbreak (or other term of similar meaning) that is declared, announced or otherwise notified by the U.S. Center for Disease Control and Prevention (as such is reported in the Morbidity and Mortality Weekly Report), World Health Organization, or any national, state or local public health organization (or organization acting in a similar capacity).

Exclusion of the epidemic or pandemic infectious disease shall begin as of the date of such announcement or notification and shall continue until the termination date of such epidemic or pandemic; provided, however, that this exclusion shall continue to apply to any individual case of epidemic or pandemic infectious disease contracted during the exclusionary period that continues beyond the termination date.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

  
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Authorized Representative

July 13, 2009  
Date