

# INSURANCE LAW & LITIGATION WEEK

Oct. 26, 2009

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## News & Filings

### State Farm sued by church for denying Hurricane Ike flood claim

**State Farm Fire and Casualty Co.** is the defendant in a lawsuit that claims the insurer improperly denied coverage to a Texas church for flood damage caused by Hurricane Ike.

According to the lawsuit filed in federal district court in Texas, State Farm issued a policy to Clearpoint Baptist Church in January 2008. The church was flooded when Hurricane Ike made landfall on Sept. 13, 2008.

Clearpoint claims that State Farm denied the claim and argued that the damage done to the church was not flood-related. Clearpoint seeks damages against State Farm for breach of contract.

**Clearpoint Baptist Church v. State Farm Fire & Cas. Co.**, No. 09-3329 (S.D. Tex. *complaint filed* Oct. 14, 2009)

**Counsel for Clearpoint:** Jason M. Ciofalo, **Ciofalo Law Firm P.L.L.C.**, 281-668-9100, League City, Tex.

### Insurer files declaratory judgment action over DUI accident

**Canal Indemnity Co.** has filed a lawsuit seeking a declaratory judgment arising out of an automobile accident that occurred in November 2007.

Canal issued an insurance policy to **Toler Express Transportation** in May 2007. Toler was sued after a tractor-trailer injured the underlying plaintiff.

The underlying lawsuit alleged that the tractor-trailer was being driven by an intoxicated employee of Toler. Canal claims in its lawsuit that the tractor-trailer was owned by a different company and that the driver was not within the scope of his employment at the time of the accident.

**Canal Indem. Co. v. Toler Express Transp. L.L.C.**, No. 09-0246 (S.D. Tex. *complaint filed* Oct. 15, 2009)

**Counsel for Canal:** George T. Jackson, **Burck Larilus & Lanza P.C.**, 713-400-6000, Houston.

### Insurers continue dispute over coverage for Mattel trade secrets lawsuit

**Lexington Insurance Co.** has filed a lawsuit against **Evanston Insurance Co.** and **Crum & Foster Specialty Lines Insurance Co.** alleging that the defendant carriers have failed to contribute to the defense of an underlying claim.

According to this newest lawsuit, Evanston and Crum were already declared to owe coverage in a prior declaratory judgment action. The coverage issue centers around allegations from **Mattel Inc.** that several of its employees took trade secrets with them to **MGA Entertainment Inc.** All of the insurers involved issued policies to MGA that were in effect at the time of the alleged misappropriation of trade secrets.

Lexington alleges that, despite the prior declaratory judgment in its favor, Evanston and Crum have still not contributed toward the defense that Lexington is currently providing to MGA. The lawsuit seeks damages for equitable indemnity, contribution and declaratory relief.

**Lexington Ins. Co. v. Evanston Ins. Co.**, No. 09-7461 (C.D. Cal. *complaint filed* Oct. 14, 2009)

**Counsel for Lexington:** Thomas R. Beer, **Barger & Wolen L.L.P.**, 415-434-2800, San Francisco.

### New York hotel sues insurer for water damage coverage

**Five Star Hotels** has filed a lawsuit against **Insurance Co. of Greater New York (ICNY)** alleging that the insurer failed to pay for water damage caused by a frozen pipe in the fire protection system.

Five Star had a policy with ICNY in December 2008. A water pipe in the hotel's fire protection system froze and burst, causing damage to the building. Five Star claims that this type of damage is specifically included under the policy. Despite this, the lawsuit claims that ICNY has refused to pay damages associated with the loss. Five Star has remained closed since the pipe burst and is seeking business interruption expenses in addition to cleanup and repair.

**Five Star Hotels Inc. v. Ins. Co. of Greater N.Y.**, No. 09-8717 (S.D.N.Y. *complaint filed* Oct. 15, 2009)

**Counsel for Five Star:** Finley T. Harckham, Dennis J. Artese, **Anderson Kill & Olick P.C.**, 212-278-1000, New York.

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# U.S. Supreme Court

## Misrepresentation

Fraud

Auto

### Accident victim's misrepresentation and unfair settlement claims against insurer declined review by Supreme Court

**Hofmeister v. Cincinnati Ins. Co.**, Nos. 04-CA-002296, 04-CA-002362 (Ky. Ct. App. 2008), *cert. denied*, No. 09-179 (U.S. Oct. 13, 2009)

The Supreme Court refused to review a Kentucky Court of Appeals' decision that a trial court erred in denying an insurer's motions for directed verdict and for judgment notwithstanding the verdict on a motor vehicle accident victim's claim of fraudulent misrepresentation and his claim that the company violated the Kentucky Unfair Claims Settlement Practices Act (UCSPA).

The appeals court found that the insurer was not vicariously liable for any of the actions the attorney hired by it undertook to defend its insured—the employer of the allegedly tortious driver. Noting that the underlying litigation was a negligence action brought by a claimant seeking restitution from a tortfeasor, the court determined that the attorney was not the insurer's agent but instead was an independent contractor.

With respect to the fraudulent misrepresentation claim, the appeals court found that the plaintiffs failed to present clear and convincing evidence that the insurer made a material misrepresentation since they depended on a statement made by the attorney, who was not acting as the company's agent. Nor did they show reasonable reliance upon a misrepresentation.

On the UCSPA claim, the plaintiffs claimed the insurer did not promptly offer to pay them what their claims were reasonably worth. The appeals court found, however, that the insurer had a reasonable basis for denying the claims because the

claims could not proceed against the insured without establishing that the insured was vicariously liable for its employee's negligence, and that matter was not clear given that it was not certain that the employee was acting within the scope of his employment when the accident occurred.

## Preemption

Bad Faith

Health

### Supreme Court to review whether the Federal Employees Health Benefits Act preempts bad faith claim against insurer

**Health Care Serv. Corp. v. Pollitt**, 558 F.3d 615 (7th Cir. 2009), *cert. granted*, No. 09-38 (U.S. Oct. 13, 2009)

The Supreme Court agreed to review a Seventh U.S. Circuit Court of Appeals' decision finding that the Federal Employees Health Benefits Act (FEHBA) did not completely preempt a state law bad faith claim brought by a U.S. Department of Labor (DOL) employee against a health insurer because federal law does not completely occupy the field of health insurance coverage for federal workers.

The DOL employee brought an action in state court alleging that the insurer that administered health insurance coverage for DOL employees acted in bad faith when it stopped paying claims submitted on behalf of the employee's son and also tried to collect from providers any payments it had made on the son's behalf since 2003. A federal district court allowed removal, and then dismissed as completely preempted, the action.

The Seventh Circuit noted that the only possible source of authority to remove is 28 U.S.C. § 1442(a)(1), which says that "any person acting under" a federal officer may remove a suit that depends on the defendant's following the directions of that federal officer. Accordingly, because a dispute existed over whether the insurer was acting on its own or under the direction of DOL with respect to the contested medical expenses and payments, the case must be remanded for further

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proceedings to the district court, which must receive evidence, make appropriate findings, and then either retain or remand the case as the facts require.

The Supreme Court will decide whether the FEHBA completely preempts—and therefore makes removable to federal court—a state suit challenging enrollment and health benefits determinations that are subject to the exclusively federal remedial scheme established in FEHBA. The Court will also decide whether the removal statute encompasses a suit against a government contractor administering a FEHBA plan where the contractor is sued for actions taken pursuant to the government contract.

## Court Decisions

### Additional Insured

#### Breach of Contract

#### Property

##### Allegation of oral agreement to waive policy obligation raises fact issue

**Husky Rose Inc. v. Allstate Ins. Co.**, No. 4D07-4428 (Fla. Dist. Ct. App. Oct. 7, 2009)

The Florida District Court of Appeal reversed a trial court's grant of summary judgment in favor of a property insurer that was the assignee of a claim brought by its insured against a commercial tenant of the insured who failed to add the insured to the policy as required under a lease renewal agreement. The insured's allegation of an oral agreement to waive the policy obligation raised a fact issue not appropriate for disposition on a motion for summary judgment.

**Husky Rose Inc.** and its principal shareholder, Daniel Eremian, entered into a lease agreement with landlord James Case, d/b/a **Trail Plaza Shopping Center**, for restaurant space in the center. Under a June 1, 2003, lease renewal, the parties agreed that Rose would maintain fire insurance on the restaurant space and name Case as an insured under the policy. Eremian later testified that he understood that he was not required to add Case to his existing policy until it came up for renewal.

On July 14, 2003, the restaurant was destroyed by fire. Rose received \$494,000 from its insurer, and Case later sued Rose for breach of the agreement to provide coverage. Case then assigned his claim to his own insurer, **Allstate Insurance Co.**

Rose counterclaimed for breach of the landlord's agreement to rebuild the premises following destruction by fire. A trial court entered summary judgment in Allstate's favor, and Rose appealed.

The court of appeal concluded that an affidavit submitted by Eremian set forth all the elements of waiver. Eremian averred that he and the property manager agreed that Case

need not be added as an additional insured until the renewal of the policy, which if taken as true constituted an intentional relinquishment of that right.

Moreover, an anti-waiver provision contained in the policy applied only when a breach of a condition or term occurred, and the landlord did not exercise his rights upon breach under the lease. Because the anti-waiver provision did not prohibit any waiver of contract terms unless in writing, it did not operate to bar Rose's claim.

**Oral agreement may modify written contract under certain circumstances.** The court of appeal separately noted that the alleged agreement between Rose and the property manager not to comply with the policy provision until renewal constituted an oral understanding that itself was inconsistent with a separate policy provision. However, under applicable state appellate court precedent, such an oral agreement may modify a written contract under certain circumstances, such as where it would be fraud on one party to refuse to perform the oral modification.

Concluding that fact issues remained as to whether the oral agreement took place and if it was in any event enforceable, the court of appeal reversed the trial court's judgment and remanded the case for further consistent proceedings.

### Breach of Contract

#### Exclusions

#### Directors & Officers

##### Insured's settlement of claim does not give rise to a "loss"

**Genzyme Corp. v. Fed. Ins. Co.**, No. 08-10988 (D. Mass. Sept. 28, 2009)

The U.S. District Court for the District of Massachusetts ruled that an insurer is entitled to the dismissal of an insured's suit alleging its directors' and officers' and corporate liability insurer was obligated to fund a settlement of a claim alleging the exchange ratio for the conversion of tracking stock shares was inadequate. The settlement did not give rise to a loss and a bump up exclusion in the policy would bar coverage in any event.

From 1994 to 2003, **Genzyme Corp.**'s capital structure included a series of "tracking stock" intended to track the performance of a particular division of Genzyme. In 2003, Genzyme determined to eliminate the tracking stock structure. It offered to exchange tracking stock shares for a specified ratio of Genzyme "general" division shares.

After the transaction closed, tracking stock shareholders sued and alleged that the exchange ratio was inadequate. Genzyme ultimately settled the case for \$64 million and then asked its insurer, **Federal Insurance Co.**, to fund the settlement. Federal declined on the grounds that the payment did not give rise to a covered "loss" and that the policy's bump-up exclusion would preclude coverage in any event.

Genzyme sued Federal alleging that Federal breached its contract with Genzyme by denying coverage of its expenses

and settlement payment in the underlying class action. Genzyme also charged Federal with breach of the implied covenant of good faith and fair dealing. Moreover, it alleged that Federal had engaged in unfair and deceptive acts and practices. Federal moved to dismiss Genzyme's action on the grounds that it failed to state a claim upon which relief could be granted.

The district court granted Federal's motion. Federal had no duty to pay Genzyme under the policy because the settlement payment did not constitute an insurable "loss." Even if the settlement payment could be construed as an insurable loss, Federal had no obligation to pay because the settlement payment fell within the bump-up exclusion. That exclusion precluded coverage under the insuring clause applicable to Genzyme for claims based upon or arising out of the payment of actual or alleged inadequate consideration in connection with the purchase of shares of the insured organization.

**Counsel for Genzyme:** Robert G. Jones, Katherine A.K. Mumma, Peter L. Welsh, **Ropes & Gray L.L.P.**, 617-951-7000, Boston.

**Counsel for Federal:** Howard Anglin, Marc E. Rindner, Daniel J. Standish, **Wiley Rein L.L.P.**, 202-719-7000, Washington; Barbara A. O'Donnell, Catherine N. O'Donnell, **Zelle McDonough & Cohen L.L.P.**, 617-742-6520, Boston.

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## Hurricane Litigation

## Marine

### Maritime insurer not required to declare damaged vessel constructive total loss

**Truong v. St. Paul Fire & Marine Ins. Co.**, No. 08-40813 (5th Cir. Oct. 2, 2009)

The Fifth U.S. Circuit Court of Appeals affirmed a district court's judgment in favor of a marine insurer that denied its insured's breach of contract claim arising from the insurer's refusal to have an insured vessel damaged in Hurricane Rita declared a total constructive loss. The total expenses for recovery or repair of the vessel were below the amount listed on the policy as requiring a declaration of such a loss.

In 2001, the **Business Loan Center** (BLC) loaned Alexander Truong \$420,000 to purchase the *St. Louis*, an 85-foot long commercial shrimp boat built in 1996. BLC acquired a first preferred ship mortgage over the vessel. Truong defaulted on the loan prior to when Hurricane Rita struck, but BLC never foreclosed on the vessel.

Truong maintained maritime hull insurance on the vessel under a policy issued by **St. Paul Fire & Marine Insurance Co.** The policy provided that no recovery for a constructive total loss would occur unless the expense of recovery and repair exceeded the agreed valuation, which was listed as \$400,000.

On Sept. 24, 2005, the *St. Louis* was severely damaged in Hurricane Rita. The vessel was found beached on its side in shallow water in a parking lot. Truong, who had moved to California, made no effort to submit a claim to St. Paul for his related damages.

On Jan. 31, 2006, a damage estimate was submitted by an agent of St. Paul to BLC listing salvage costs of \$64,400, towing charges of \$7,000, and hull repairs of \$320,500. BLC re-

quested that the vessel be declared a constructive total loss. St. Paul halted repairs and eventually sold the vessel for \$185,000.

BLC sued St. Paul as an additional insured under the policy for improperly adjusting the claim. St. Paul pleaded Truong, who asserted a third-party claim that tracked BLC's original pleading. A district court concluded that St Paul was not required to have the vessel declared a constructive total loss. Truong appealed.

The Fifth Circuit concluded that Truong failed to conclusively establish that the towing charges were a "recovery" or "repair" expense, and with that amount subtracted from the figures Truong relied on, the total became less than \$400,000. As a result, the trial court's finding that the constructive total loss amount was less than \$400,000 was not clearly erroneous. Accordingly, the district court's judgment was affirmed.

**Counsel for Truong:** Alfred J. Rufty III, **Harris & Rufty**, 504-586-1980, New Orleans.

**Counsel for St. Paul:** Julia M. Adams, **Sedgwick Detert Moran & Arnold**, 713-353-4732, Houston.

## Exclusions

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### Breach of Contract

### Homeowners

#### "All-risk" policy covers cost of repairing water line despite earth movement exclusion

**Liebel v. Nationwide Ins. Co. of Fla.**, No. 4D08-3356 (Fla. Dist. Ct. App. Oct. 7, 2009)

The Florida District Court of Appeal reversed a trial court's summary judgment in favor of an insurer, finding that an all risk insurance policy covered damage to the insured's home as a result of repairing a ruptured water line caused by the shifting of earth under the home due to an ambiguity in the policy.

Margaret Liebel purchased homeowners' insurance from **Nationwide Insurance Co. of Florida**. The policy was an "all-risk" policy. This meant that "[u]nless the policy expressly excludes the loss from coverage, this type of policy provides coverage for all fortuitous loss or damage other than that resulting from willful misconduct or fraudulent acts."

Between Feb. 14, 2003 and Mar. 4, 2003, Liebel's living room floor began to intensely sag and bend. Then, every room of the home became separated from the walls. A wide crack also formed in the middle of the living room. This crack was caused by the rupturing of a water line beneath Liebel's home. The escaping water caused the soil beneath the home to erode, which in turn caused the foundation to settle, which caused the damage to Liebel's home.

Liebel notified Nationwide and sought coverage under the policy. Based on the information obtained from home inspections by an engineer, Nationwide denied coverage for the loss to Liebel's home. It stated that the loss was specifically excluded under the policy by the earth movement exception.

Thereafter, Liebel brought an action for breach of insurance contract alleging Nationwide failed to pay her for all of the losses she sustained as provided for in the policy. The trial

court granted summary judgment in favor of Nationwide, and Liebel appealed.

The district court of appeal reversed the trial court's judgment and remanded the case. The trial court was correct in holding that the policy's earth movement exclusion included the loss to Liebel's home as the plain and unambiguous meaning of the policy and its earth movement exclusion warrant that result.

In particular, the district court of appeal noted, the policy's earth movement exclusion excepted from coverage "loss to any property resulting directly or indirectly" from "earth movement due to natural or unnatural causes," with earth movement including "earth shifting, rising, or sinking." The loss to Liebel's home was caused by the shifting of earth under the home that was, in turn, caused by earth shifting from unnatural causes, i.e., the water line rupturing. The loss was, therefore, specifically excluded from the policy's coverage by the earth movement exclusion, even though it was caused by an unnatural force, as the exclusion clearly and unambiguously stated the loss sustained at Liebel's home fell within it.

However, the district court of appeal held that the trial court erred in holding that the policy excluded coverage of the cost of repairing the plumbing system because the policy language was ambiguous. Although the policy provided that it did not cover damage caused by water from a plumbing system that is otherwise excluded, it went on to state that it covers the cost of repairing a system that caused water damage. The district court of appeal held that a reasonable person could interpret the policy to exclude from coverage the damage caused by earth movement, but include the cost of repairing the water line that caused the loss, as it is a plumbing system that caused water damage due to its deterioration from wear and tear.

Therefore, the district court of appeal reversed the trial court's judgment and remanded with directions to enter judgment in favor of Liebel for the cost of tearing out and replacing any part of the house necessary to repair the water line.

## Insolvency

### Exclusions

### Workers' Comp

#### Merged healthcare company permitted to bring claim of predecessor-in-interest before guarantee association

**Catholic Healthcare W. v. Cal. Ins. Guar. Ass'n**, No. F055842 (Cal. Ct. App. Oct. 5, 2009)

The California Court of Appeal reversed a trial court's judgment on the pleadings in favor of a state insurance guarantee association in an action contesting the association's obligation to pay claims brought by a successor-in-interest to the hospital that asserted claims arising from the insolvency of its workers' compensation insurer. The claim was permissible under a narrow exception to the rule prohibiting surviving corporations from being recognized as original claimants.

In 1985, Suzanne Bonham, a nurse employed at **Mercy Hospital Bakersfield**, sustained a back injury in the course of her employment. Over \$1.6 million was expended on Bonham's related workers' compensation claim. The hospital paid \$150,000 under the self-insured retention on its excess workers' compensation policy. By the time the retention was exceeded, the insurer was insolvent, and the hospital as a result continued to pay for the nurse's care.

**Catholic Healthcare West (CHW)**, an affiliate of the hospital into which Mercy had merged, requested the California Insurance Guarantee Association (CIGA) to reimburse it for amounts the insurer would have paid under the policy had the insurer remained solvent. CIGA denied the claim, and in subsequent litigation a trial court granted summary judgment in favor of CIGA on the ground that the claims were excluded from the definition of "covered claims" that CIGA was obligated to pay. CHW appealed.

The court of appeal noted that, under applicable precedent, the surviving corporation of a merger between unaffiliated entities is not an original claimant under a policy in the name of the disappearing corporation.

**Exception permitted for merger of affiliates.** The court of appeal concluded, however, that the phrase, "original claimant under the policy in her or her own name," as used in an applicable CIGA regulation, extends to an affiliated corporation into which the employer corporation was merged because the merger was an internal restructuring of a family of corporations, and did not expand or otherwise change the ownership or control of the operations, and because the surviving corporation continued the employer corporation's corporate activities as well as its hospital operations.

The court of appeal regarded this as a narrow exception to its general rule prohibiting surviving corporations from being recognized as original claimants. The exception did not expand CIGA's protection beyond the scope intended by the state legislature, and extending protection to CHW indirectly protected Bonham, who was among the class of persons the legislature intended to protect.

As a result, the trial court's grant of summary judgment in CIGA's favor was reversed and the case remanded for further proceedings.

**Counsel for CHW:** Mark G. Bonino, Phuong N. Fingerman, **Hayes Davis Bonino Ellingson McLay & Scott**, 650-637-9100, Redwood City, Cal.

**Counsel for CIGA:** Alan D. Sarvas, **Guilford Steiner Sarvas & Carbonara**, 714-937-0300, Anaheim, Cal.

### Rescission

### Business Liability

#### Insurer's claim against FDIC as receiver of bankrupt mortgage originator barred

**Radian Ins. Inc. v. Deutsche Bank Nat'l Trust Co.**, No. 08-2993 (E.D. Pa. Oct. 1, 2009)

The U.S. District Court for the Eastern District of Pennsylvania granted a motion for the FDIC for dismissal of claims brought against it as receiver of a bankrupt mortgage

originator by an insurer of mortgages originated by the bankrupt party and later securitized. The claims for equitable and injunctive relief were barred under an applicable provision of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

**Radian Insurance Inc.** initiated a declaratory judgment action against **Deutsche Bank National Trust Co.** and other parties seeking rescission of three insurance policies it had issued to Deutsche Bank against the default of certain mortgages involved in a securitization. The mortgages were originated and serviced by **IndyMac MBS**, and then pooled into three separate trusts for which Deutsche Bank was the trustee.

Deutsche Bank issued certificates from the trusts, backed by the mortgages, and sold the certificates to investors. In addition to the mortgage insurance issued by Radian, Deutsche Bank secured insurance for the certificates from a number of other insurers.

IndyMac became insolvent, and the FDIC was appointed as its receiver. Radian then asserted additional claims against the FDIC for negligence and negligent misrepresentation. The case came before the district court on the FDIC's motion to dismiss.

The district court concluded that under an applicable provision of the FIRREA, the district court was not permitted to create an exception to a broadly-worded prohibition on the granting of injunctive relief whether the relief was sought prior to or after the initiation of a receivership. The district court concluded that this prohibition applied to all claims for equitable relief brought against the FDIC as conservator or receiver.

The district court further held that Radian's negligence and negligent misrepresentation claims were barred by the economic loss doctrine. Radian provided no authority for recognizing an exception to the doctrine for parties, such as insurance companies or banks, that merely provide factual information rather than expert advice or guidance for a fee. Accordingly, the FDIC's motion to dismiss was granted.

## Malicious Prosecution

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**No-Fault**

**Auto**

### Malicious abuse of process verdict against insurer not supported by evidence

**Rutgers Cas. Ins. Co. v. Kennedy**, No. A-4195-07T1 (N.J. Super. Ct. App. Div. Oct. 6, 2009)

The New Jersey Superior Court, Appellate Division, reversed a trial court's denial of an auto insurer's motion for judgment notwithstanding a verdict issued in favor of its insured in a counter claim brought by its insured alleging malicious abuse of process. The record contained no evidence of a "further act" involving improper or abusive conduct by the insurer as required to support such a claim.

In March 2002, Alice Kennedy applied for auto insurance issued by **Rutgers Casualty Insurance Co.** On the application, Alice listed her husband and her daughter as individuals

permanently or temporarily residing with her, but did not list her brother-in-law, Christopher Kennedy.

On May 3, 2003, Christopher was injured in an auto accident while a passenger in a vehicle not owned or insured by Alice. After signing an affidavit of no insurance, Christopher filed a claim with Rutgers for PIP benefits, representing to Rutgers that he resided in Alice's household at the time of the accident.

The claim was referred to Rutgers' special investigations unit (SIU) based on the discrepancy between Christopher's representation and the responses contained in Alice's policy application. Rutgers later sued Alice and Christopher for fraud, and Alice counter-claimed for malicious abuse of process. The case was tried, and a jury awarded a verdict in Alice's favor. Rutgers appealed.

The court of appeal noted that, under applicable state appellate court precedent, an action for malicious abuse of process must prove that the defendant engaged in a "further act" beyond the filing of a complaint. Here, the record contained no evidence of any such additional improper or abusive action.

**Evidence improperly introduced.** Moreover, the trial court erred in permitting Alice to introduce evidence of the number of other fraud investigations Rutgers undertook, and the number of fraud lawsuits it filed against insureds. No proof was presented that any of these other investigations or complaints were unfounded or were undertaken for an improper purpose.

Although the record supported a conclusion that Alice was accused of insurance fraud on the basis of evidence that was less than compelling, the court of appeal concluded that her counterclaim was not adequately supported. Accordingly, the trial court's denial of Rutgers' motion for judgment notwithstanding the verdict was reversed.

**Counsel for Rutgers:** Susan L. Moreinis, 609-858-1075, Collingswood, N.J.

**Counsel for Alice Kennedy:** John D. Borbi, **Bafundo Porter Borbi & Clancy**, 856-424-5400, Marlton, N.J.

**Counsel for Christopher Kennedy:** Elizabeth D. Berenato, **Smith Magram Berenato & Michaud**, 609-386-2633, Burlington, N.J.

## No-Fault

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**Potentiality of Coverage**

**Auto**

### Injured party is entitled to PIP benefits even though vehicle was parked

**Knox v. Auto Club Group Ins. Co.**, No. 287084 (Mich. Ct. App. Oct. 1, 2009) *unpublished*

The Michigan Court of Appeals ruled that an injured party is entitled to PIP benefits even though his vehicle was parked at the time of his injury where an exception to the parked-vehicle provision of the No-Fault Act applied.

Rudolph Knox observed his ex-girlfriend, Wonjewel Snell, and another female sitting in a pickup truck in the parking lot of an apartment where Knox was staying with a friend. Concerned that Snell might attempt to vandalize his van,

Knox went to the van and drove it away; Snell followed him in the pickup truck.

Subsequently, Snell pulled up behind Knox and bumped the van with her truck. Knox believed Snell was trying to push the van into a busy intersection. At one point, Snell struck the van with such force that Knox believed she had caused damage to the van. Knox put his van in park, exited the vehicle, and stood between his vehicle and Snell's truck to observe the damage. Snell suddenly struck Knox with her truck and then fled the scene.

At the time of the accident, Knox did not have no-fault insurance on the van. He applied to the assigned claims facility for no-fault coverage. The **Auto Club Group Insurance Co.** and **Auto Club Insurance Association** were assigned Knox's claim for PIP benefits.

Knox sought a declaration of the No-Fault Act's applicability to his claims and a determination of insurer priorities, if any other insurers were identified. The trial court granted Knox's motion for summary disposition and denied the defendants' motion. Knox appealed.

The appeals court affirmed the trial court's judgment. Under § 500.3113(b), a person who fails to insure a vehicle he owns at the time that the vehicle is involved in an accident is not entitled to PIP benefits.

**Exception to parked-vehicle provision applicable.** In the instant case, there was no dispute that Knox owned the van and that the van was not insured at the time he was injured. The only issue before the court was whether Knox's van was involved in the accident. A parked vehicle is not involved in the accident for purposes of § 3113(b) unless a statutory exception to the parked-vehicle provision is applicable.

The appeals court found § 500.3106(1)(a), an exception to the parked vehicle provision, applied since Knox's van was not parked in such a way as to cause an unreasonable risk of injury.

## Policy Limits

### Breach of Contract

### Business Liability

#### Crime coverage section of liability policy did not provide occurrence-based coverage

**PBSJ Corp. v. Fed. Ins. Co.**, No. 08-15533 (11th Cir. Oct. 1, 2009) *unpublished*

The Eleventh U.S. Circuit Court of Appeals affirmed a district court's grant of judgment on the pleadings in favor of a liability insurer in a suit brought by its insured seeking the crime coverage policy limit for each policy period in which the policy was in effect for discovered crime-related losses. The policy was a claims-made policy in relation to all liability sections including the crime coverage section.

**PBSJ Corp.** was insured with **Federal Insurance Co.** under a policy that covered criminal acts including employee theft for each year between 1992 and 2005 in the amount of \$2 million. PBSJ sustained \$42 million in losses due to employee

theft during that period. PBSJ became aware of this loss in March 2005.

PBSJ contended that it was entitled to collect \$2 million under each policy in effect during the years in which the employee theft occurred, for a total of \$17 million. Federal contended that BSJ was limited to recovery of \$2 million under the 2004-2005 policy in effect at the time the theft was discovered. PBSJ sued Federal for breach of contract, and a district court granted summary judgment in Federal's favor. PBSJ appealed.

The Eleventh Circuit noted the declarations page contained a provision stating that numerous identified liability sections "are all written on a claims made basis. Except as otherwise provided, these coverage sections cover only claims first made against the insured during the policy period." PBSJ contended that, because crime coverage was not included among the listed sections to which this provision applied, that coverage must of necessity be considered "occurrence-based."

**Insured's interpretation contradicted by other provisions.** The Eleventh Circuit concluded that PBSJ's interpretation contradicted specific language throughout the remainder of the policy that made clear that each policy terminated on a specific date and that each new policy terminated the prior policy and any claims thereunder with the exception of the specified reporting grace period. To give effect to PBSJ's interpretation would nullify the majority of these provisions.

Moreover, courts interpreting identical crime insurance policies issued by Federal have held that they are not occurrence policies. Accordingly, the district court did not err in finding that PBSJ was entitled to recover only the \$2 million maximum limit, and its judgment was affirmed.

**Counsel for PBSJ:** Elliot H. Scherker, Brigid F. Cech Samole, **Greenberg Traurig P.A.**, 305-579-0500, Miami.

**Counsel for Federal:** Alex Hofrichter, 305-670-4888, Coral Gables, Fla.; Philip D. Parrish, **Philip D. Parrish P.A.**, 305-670-5550, Miami.

## Potentiality of Coverage

### Administrative Law

### Health

#### Administrative decision denying benefits to insured for transplant upheld

**Klein v. Cent. States Se. & Sw. Areas Health & Welfare Plan**, No. 09-3275 (6th Cir. Sept. 10, 2009) *unpublished*

The Sixth U.S. Circuit Court of Appeals ruled that a district court erred by failing to uphold an administrative decision denying benefits to an insured for a bone marrow transplant and ordering immediate approval and payment for the transplant.

Michael Klein participated in the **Central States Southeast and Southwest Areas Health and Welfare Plan**, a multi-employer employee welfare benefit plan that provided health benefits to its participants. In 2005, physicians diagnosed Klein with chronic lymphocytic leukemia (CLL)

Klein's physician, Dr. Leslie Andritsos, treated his condition with conventional therapies. Those treatment helped, but the disease still progressed. In 2007, at Klein's request, the plan and **Medical Mutual of Ohio** (with whom the plan contracted to perform certain claim processing functions) pre-approved his participation in a clinical study open only to CLL patients for whom "standard treatments" had failed.

Although this treatment initially achieved excellent results, Andritsos soon determined that Klein's CLL required further treatment involving "salvage therapy with experimental therapeutics," and recommended Klein undergo an allogenic bone marrow transplant. Andritsos requested pre-approval, which Medical Mutual denied as experimental and therefore excluded from coverage under the Central States Health and Welfare Plan Document.

Andritsos appealed this decision to the board of trustees, who referred the claim to an independent medical expert, Dr. Fingert. The trustees supplied Fingert with all the information in the plan's possession concerning the claim. Equipped with Fingert's independent opinion, in addition to the other evidence in the administrative record, the trustees found the transplant experimental and denied Klein's request for pre-approval.

After exhausting his administrative remedies, Klein sued the plan seeking to compel pre-approval and payment for the transplant. The parties cross-moved for judgment on the administrative record. The district court reversed the administrative decision denying benefits to Klein, and ordered immediate approval and payment for the transplant. Central States appealed.

**Decision must be arbitrary and capricious for reversal.** The Sixth Circuit reversed the district court's decision and remanded for entry of judgment in favor of the plan. Where, as in this case, a plan grants the administrator discretionary authority to interpret the terms of the plan and to determine benefits, courts will reverse an administrator's determination only if it is arbitrary and capricious.

The Sixth Circuit determined that the administrative record supplied a reasoned explanation for the trustees' decision. Therefore, the district court erred by failing to uphold it under the arbitrary and capricious standard of review.

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#### Breach of Contract

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#### Reinsurance

#### Insurer is not required to compensate insured for settlement in underlying case

**Auto-Owners Ins. Co. v. Lloyds London England/Certain Interested Underw'rs**, No. 287396 (Mich. Ct. App. Sept. 17, 2009) *unpublished*

The Michigan Court of Appeals ruled that an insurer is not required to compensate an insured insurance company for a settlement it made in an underlying case. The insured failed to file a "claim" with the insurer and, therefore, there was no coverage as a matter of law.

During the fall 1997, Boyd and Anne Mathews were the named insureds on an automobile policy issued by

**Auto-Owners Insurance Co.**, which also covered their daughter, Kelly, when driving a car owned by Boyd or Anne. On Oct. 7, 1997, Kelly was driving a car owned by her parents when she struck her roommate, Lea Urezzio, in a parking lot, causing Urezzio serious and lifelong injury.

On Nov. 14, 1997, Urezzio's counsel sent Auto-Owners a proposed settlement letter advising Auto-Owners that Kelly's negligence had caused or contributed to causing Urezzio to sustain serious injuries and demanding that Auto-Owners provide certain information. Urezzio's attorney sent Auto-Owners a second letter, on Nov. 25, 1997, asserting Auto-Owners was not responding to his request appropriately, threatening to commence suit against the Mathews family.

On or about Dec. 1, 1997, Auto-Owners tendered the personal bodily injury liability limit to Urezzio's counsel, who rejected that tender. On Dec. 12, 1997, Urezzio sued Kelly, Boyd and Anne. On July 21, 1998, Urezzio's counsel filed a proposal for settlement and offer of judgment in the suit. That proposal was rejected, and in August 2002, a jury verdict was rendered against Boyd and Kelly in excess of the bodily injury liability limits of their automobile policy.

Boyd and Kelly then sued Auto-Owners alleging that its handling of the Urezzio action resulted in a judgment against them far in excess of the policy limits. Auto-Owners settled this action and sought coverage for the amount of that settlement from **Lloyds London England/Certain Interested Underwriters**. When the defendants denied coverage, Auto-Owners sued for breach of the insurance contract. The trial court granted the defendants' motion summary disposition, and Auto-Owners appealed.

**Writings did not constitute "claim."** The appeals court affirmed the trial court's judgment. Auto-Owners argued that the correspondence from Urezzio's counsel in November 1997, together with Urezzio's July 21, 1998, offer of judgment in her action against the Mathews family, established that a "claim," within the meaning of the policy, was first made against Auto-Owners as of July 21, 1998, during the policy period.

The appeals court disagreed. By its plain terms, the policy provided coverage only for loss resulting from a claim "first made during the policy period." Auto-Owners did not proffer writings made within the policy period that, even if aggregated together, would constitute a "claim" under the policy.

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#### Evidence

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#### Disability

#### Hartford wrongfully denied insured's long-term disability claim

**Alexander v. Hartford Life & Accident Ins. Co.**, No. 09-10072 (5th Cir. Oct. 5, 2009) *unpublished*

The Fifth U.S. Circuit Court of Appeals ruled that an insurer abused its discretion in denying an insured's long-term disability (LTD) claim. There was no rational connection between the information Hartford relied on and the conclusion it reached.

Pamela Alexander had been afflicted since 2002 by severe pain that, she contended, made her unable to perform her job as a transplant coordinator in a hospital. Alexander had LTD insurance through her employer with **Hartford Life and Accident Insurance Co.** Hartford denied Alexander's LTD claim based on its finding that she was not disabled under the terms of the policy, and reaffirmed its denial in subsequent administrative appeals.

Alexander brought an action arguing that Hartford had wrongfully denied her claim. On cross-motions for summary judgment, the district court granted summary judgment for Hartford, and Alexander appealed.

The Fifth Circuit reversed the district court's judgment, rendered judgment for Alexander and remanded the case to the district court to determine the amount of benefits to award to Alexander. A denial of benefits is not an abuse of discretion if it is supported by substantial evidence and is not arbitrary and capricious. In the present case, the Fifth Circuit found that Hartford abused its discretion because there was no rational connection between its conclusion that Alexander was not disabled and the information on which it relied to support that conclusion.

**Counsel for Alexander:** James Leroy Johnson, **James L. Johnson Law Firm**, 214-363-1629, Dallas.

**Counsel for Hartford:** Lisa Kim Basinger, **Wilson Grosenheider & Jacobs**, 512-478-1657, Austin, Tex.

## Premiums

Class Action	Title
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### Exhaustion of administrative remedies under insurance statutes is not required

**White v. Conestoga Title Ins. Co.**, No. 1437 EDA 2008 (Pa. Super. Ct. Oct. 2, 2009)

The Pennsylvania Superior Court ruled that an insured is not required to exhaust statutory remedies under the Title Insurance Companies Act (TICA) before instituting a private cause of action with respect to her claim that she was entitled to a discounted title insurance premium.

Nancy White brought a class action arising from her purchase of title insurance from **Conestoga Title Insurance Co.** during the refinancing of her home. White alleged that Conestoga, through its title insurance agents, systematically failed to give discounted insurance rates as mandated by the approved rate structure. Consequently, White sought relief based on the following theories: (1) money had and received, a common law action; (2) unjust enrichment, accounting, disgorgement, restitution, additional common law theories of recoveries; and (3) violation of the Pennsylvania Unfair Trade Practices and Consumer Protection law (UTPCPL).

The common pleas court dismissed White's complaint with prejudice for failure to exhaust the statutory remedy provided under TICA. White appealed.

The superior court reversed the trial court's judgment and remanded the case. The TICA does not provide an exclusive administrative remedy that must be exhausted prior to bringing a private action in the court of common pleas. White's claims were grounded in the UTPCPL, a statute that is not in conflict with the TICA merely because the claim relates to insurance rates. Consequently, the trial court's dismissal for failure to exhaust statutory remedies was improper.

Fraud	Long-Term Care
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### Fraud and bad faith claims against insurer for raising premiums fail

**Rakes v. Life Investors Ins. Co. of Am.**, No. 08-2626 (8th Cir. Sept. 18, 2009)

The Eighth U.S. Circuit Court of Appeals ruled that a district court did not err in granting summary judgment to an insurer in a purported class action that alleged fraud and bad faith in the insurer's increase of premiums for insureds' long-term care (LTC) insurance policies.

Robert Rakes and Robert Hollander purchased LTC insurance from **Life Investors Insurance Co. of America**. Their policies were guaranteed renewable for life, and Life Investors reserved the right to change their premiums based on premium class.

After their premiums were raised and they were notified that additional increases were likely, Rakes and Hollander filed a class action complaint alleging that Life Investors used inflated lapse rates to purposefully under price its LTC insurance products and gain market share and had fraudulently misrepresented the potential for premium increases. The district court granted summary judgment in Life Investors' favor (see 5 **IL&LW** 1078, July 21, 2008), and the plaintiffs appealed.

The Eighth Circuit affirmed the district court's judgment. The plaintiffs failed to show that their policies contained a fraudulent representation. The plaintiffs were not guaranteed a level premium for life; they were guaranteed the right to renew their policies. Accordingly, Life Investors could not cancel or refuse to renew their policies for any reason other than their nonpayment of premiums.

The Eighth Circuit also found that the plaintiffs' bad faith claim failed. In the insurance context, the tort of bad faith arises in situations where the insurer has denied benefits or has refused to settle a third-party's claim against the insured within the policy limits. The plaintiffs had not made a claim for benefits under their policies, and the Eighth Circuit declined the invitation to extend the law to fit their allegations.

## Reinsurance

### Rescission

### Misrepresentation

#### Issue exists as to whether reinsurer is entitled to rescission of “quota share” treaty

**Gulf Ins. Co. v. Transatlantic Reinsurance Co.**, No. 06788 (N.Y. App. Div. Oct. 1, 2009)

The New York Supreme Court, Appellate Division, First Department, ruled that a trial court did not err in denying an insurer’s motion for partial summary judgment in a reinsurer’s action to rescind a series of “quota share” treaties. An issue existed as to whether the insurer engaged in misrepresentations and nondisclosures of material information so as to warrant rescission of one of the treaties.

A dispute arose from litigation between **Gulf Insurance Co.** and **Gerling Global Reinsurance Corp. of America** concerning a series of “quota share” treaties between Gulf on the one hand and Gerling and other reinsurers on the other. The participating reinsurers in “quota share” reinsurance treaties agree in each treaty year to accept a specified percentage of the cedent’s covered losses in that year, and to receive in return the same percentage of the premiums paid to the cedent from all the policyholders in the particular “book” of business.

In its complaint, Gerling sought, inter alia, to rescind the three treaties it concededly participated in—the 1999, 2000 and 2001 treaties—on the basis of alleged nondisclosures and misrepresentations that it claimed Gulf either made or for which it was responsible. Gulf moved for partial summary judgment as to the 1999 treaty, asserting that Gerling breached its indemnification obligations under that treaty. The trial court denied Gulf’s motion, and Gulf appealed.

The appellate division affirmed the trial court’s judgment. A reinsured is obliged to disclose to potential reinsurers all material facts concerning the original risk and failure to do so generally entitles the reinsurer to rescission of its contract.

In the present case, Gerling came forward with evidence that when Gulf solicited its participation in its residual value insurance (RVI) program in late 1998, Gulf did not disclose that it, through **Lee & Mason of Maryland Inc.** (L&M)—a firm Gulf described as the “specialized program manager or managing general agent” through which it wrote its RVI business—was seeking a 360% increase in the premium rate on its largest policy, a **First Union Corp.** policy. Gulf argued there was no evidence that it knew, at the time Gerling was solicited to participate in the RVI program, about the premium rate L&M was attempting to negotiate for the First Union policy.

The appellate division found Gulf’s argument meritless, finding L&M’s knowledge of the premium increase sought from First Union on behalf of Gulf could be imputed to Gulf because the true relationship between Gulf and L&M with respect to Gulf’s RVI program was that of principal and agent. The court noted, however, that the materiality of the requested premium increase was for the trier of fact.

But insofar as Gerling raised a triable issue of fact as to whether it was entitled to rescission of the 1999 treaty, Gulf’s motion for partial summary judgment was properly denied. (For an earlier decision in this case, see 2 IL&LW 94, Jan. 24, 2005.)

**Counsel for Gulf:** Mary Kay Vyskocil, Jonathan K. Youngwood, Michael C. Ledley, **Simpson Thacher & Bartlett L.L.P.**, 212-455-2000, New York.

**Counsel for Gerling:** David L. Pitchford, Sylvia Semerdjian, **Pitchford Semerdjian L.L.P.**, 212-755-5885, New York.

## Underinsurance

### Exclusions

### Auto

#### Policy’s exclusion of resident relatives from UM/UIM coverage is void and unenforceable

**Pacheco v. Shelter Mut. Ins. Co.**, No. 08-1046 (10th Cir. Oct. 2, 2009)

The Tenth U.S. Circuit Court of Appeals ruled that an insurance policy’s exclusion of resident relatives who owned a vehicle from uninsured motorist/underinsured motorist (UM/UIM) coverage is void and unenforceable as against public policy.

Christina Pacheco was injured in an automobile accident caused by an underinsured motorist. She settled with the tortfeasor’s insurer for \$25,000, the maximum amount recoverable under his policy limits. At the time of the accident, Pacheco was the named insured on a **Shelter Mutual Insurance Co.** policy (policy 7), which covered the vehicle she was operating at the time of the accident.

Pacheco’s parents, Bernice and Tino Pacheco, with whom she resided, were the named insureds on **Shelter General Insurance Co.** policies (policy Nos. 5 and 6). Seeking compensation for her remaining damages, Pacheco submitted a claim for UM/UIM benefits to her insurer, Shelter Mutual, and to her parents’ insurer, Shelter General. Both insurance companies denied coverage.

Pacheco then instituted an arbitration action against Shelter Mutual. The arbitration panel determined that she sustained \$125,000 in bodily injury damages and awarded her interest on the unpaid amount (\$100,000) and costs. Finding UM/UIM coverage under her policy, the arbitration panel awarded her the UM/UIM policy limit of \$50,000, less \$25,000 received from the tortfeasor settlement for a total of \$25,000. Shelter Mutual paid Pacheco the \$25,000 but not the costs award.

Pacheco brought an action against Shelter Mutual and Shelter General seeking a reformation of policy No. 6 by asking the court to declare that the policy should be construed to provide a \$100,000 limit for UM/UIM coverage because Shelter General failed to properly offer UM/UIM coverage in an amount equal to the bodily injury limits and to obtain rejection of such coverage in writing. The district court granted summary judgment in favor of the defendants, and Pacheco appealed.

The Tenth Circuit reversed and held that Shelter General’s policy exclusion of resident relatives who owned a vehicle from UM/UIM coverage was void and unenforceable as

violative of Colorado public policy. In so doing, the Tenth Circuit agreed with the district court that issues of fact remained regarding whether Shelter General properly advised and offered UM/UIM coverage in an amount equal to the bodily injury limits for that policy.

**Counsel for Pacheco:** William Babich, **William Babich L.L.C.**, 866-744-5690, Denver.

**Counsel for Shelter Mut.:** Steven J. Dawes, **Light Harrington & Dawes P.C.**, 303-298-1601, Denver.

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## No-Fault

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## Auto

### Driver and passenger not "occupying" vehicle at time of accident

**Severino v. Malachi**, No. A-0299-07T3 (N.J. Super. Ct. App. Div. Sept. 29, 2009)

The New Jersey Superior Court, Appellate Division, reversed a trial court's judgment in favor of the estates of a decedent vehicle driver and his passenger in an action brought by the estates against the insurer of the car from which they had exited a moment prior to being struck and killed by a separate vehicle. The decedents were not "occupying" the insured vehicle at the time of the accident.

On Nov. 1, 2003, Julio Severino and Yavalier Rodriguez drove to Jersey City in a car owned by Severino's fiancé, Viviana Muniz. Severino and Rodriguez exited the vehicle and were struck by a car being driven by Jermaine Malachi and owned by Kimberly Kilroy. Both Severino and Rodriguez died of their resulting injuries.

Severino's and Rodriguez's estates sued **New Jersey Reinsurance Co.** seeking UIM and PIP benefits under a policy covering the Muniz vehicle. A trial court found that Severino was not entitled to coverage under the Muniz policy as a "named insured," but that the plaintiffs were nevertheless entitled to UIM and PIP benefits because, at the time of the accident, Severino and Rodriguez were "occupying" the Muniz vehicle. New Jersey Reinsurance appealed.

The appellate division, applying applicable appellate court precedent, concluded that the plaintiffs failed to establish the requisite "substantial nexus" between the accident and the Muniz vehicle. The record indicated that Severino and Rodriguez were not in or getting out of the Muniz car when they were hit, as they had already exited the vehicle and closed the doors of the car.

**No evidence of substantial nexus with vehicle.** Moreover, there was no evidence that either Severino or Rodriguez was leaning upon or touching the vehicle when they were struck, and Severino did not leave the vehicle with its lights on or its engine running in order to perform some essential task, and the journey they embarked on ended when Severino parked the car and turned off the engine.

The appellate division accordingly concluded that Severino and Rodriguez were not entitled to UIM coverage under the Muniz policy because they were not "occupying" the

covered vehicle at the time of the accident. The trial court's judgment was accordingly reversed.

**Counsel for N.J. Reinsurance:** Joseph A. Campbell, Thomas F. McGuane, **Deutsch Mulvaney & Carpenter L.L.P.**, 973-622-7711, Newark, N.J.

**Counsel for Severino:** Steven Benvenisti, Terrence Smith, **Davis Saperstein & Salomon P.C.**, 201-907-5000, Teaneck, N.J.

**Counsel for Rebollo:** Andrew C. Abrams, **Abrams & Wofsy**, 201-659-5500, Jersey City, N.J.

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## Potentiality of Coverage

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## Auto

### Insurer is not required to provide SUM benefits to injured pedestrian

**Siragusa v. Granite State Ins. Co.**, No. 06678 (N.Y. App. Div. Sept. 22, 2009)

The New York Supreme Court, Appellate Division, Second Department, affirmed a trial court's grant of summary judgment in favor of an insurer, finding that the insurer is not obligated to provide supplemental uninsured/underinsured motorist (SUM) benefits to an injured pedestrian.

Nicholas Siragusa was the guardian of Josette Siragusa, who resided in an apartment sponsored by the **Guild for Exceptional Children Inc.** Josette was crossing the street when she was struck by a vehicle insured by **State Farm Insurance Co.**

After State Farm tendered the policy limits, Nicholas submitted a claim to **Granite State Insurance Co.** for SUM benefits under the policy that Granite issued to the Guild. Five months later, Nicholas was notified that Granite denied the claim on the ground that Josette was not an insured under the SUM endorsement to the policy.

Nicholas then sued Granite and **York Insurance Services Group Inc.** seeking a declaration that Granite was obligated to provide SUM benefits to Josette. The trial court denied Nicholas' motion for summary judgment and granted the defendants' cross-motion for summary judgment. Nicholas appealed.

The appellate division affirmed the trial court's judgment. In so ruling, the appellate division rejected Nicholas' argument that Granite could not assert that Josette was not an insured under the policy because it failed to timely disclaim on that ground. Where a claim is denied because the claimant is not an insured under the policy, there is no statutory obligation to provide prompt notice of the disclaimer.

Furthermore, the appellate division correctly determined that Josette was not an insured under the following definition of "insured" in the SUM endorsement: "You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse." "You" in the definition referred to the Guild, a corporation, which could not have a spouse or relative.

**Counsel for Siragusa:** Henry Stanziale, Thomas Stanziale, **Law Office of Henry Stanziale**, 516-746-6054, Mineola, N.Y.

**Counsel for Granite:** Beth Zaro Green, 718-250-1400, Brooklyn, N.Y.

**Counsel for York:** Edward Garfinkel, 718-250-1100, Brooklyn, N.Y.; Dawn C. DeSimone, **Fiedelman & McGaw**, 516-822-8900, Jericho, N.Y.

## Stacking

## Auto

**Anti-stacking prohibition does not apply to passenger injured by two negligent drivers****Delgado v. Am. Family Ins. Group**, No. 49008 (Nev. Oct. 1, 2009)

The Nevada Supreme Court reversed a trial court's judgment on the pleadings in favor of an auto insurer in an action brought by a passenger of its insured alleging wrongful denial of a claim for underinsured motorist (UIM) benefits arising from an accident caused by the concurrent negligence of the insured and the driver of a second vehicle. A passenger injured by two concurrently negligent drivers may recover the permissive driver's insurance policy liability limits and UIM benefits based on the other driver's underinsured status.

In December 2004, Dionicia Delgado was injured when the vehicle in which she was a passenger collided with another vehicle as a result of the drivers' concurrent negligence. Delgado was riding in a car owned and operated by Eunice Marcelino, and the other car involved in the accident was owned and operated by Toquanda Dean.

Marcelino maintained auto insurance with **American Family Insurance Group** under a policy extending liability limits of \$50,000 per person and UIM coverage of \$25,000 per person. Dean carried a policy with a \$15,000 liability limit.

American Family denied Delgado's related UIM claim after concluding that under its policy, Marcelino's vehicle did not qualify as an underinsured vehicle. Delgado sued American Family for wrongful denial of claim and breach of contract. A trial court granted summary judgment in favor of American Family, and Delgado appealed.

The supreme court held that a passenger who is injured by two concurrently negligent drivers may recover from both the permissive driver's insurance policy liability limits based on the permissive driver's negligence, and from UIM benefits based on the other driver's underinsured status.

The supreme court further held that an anti-stacking prohibition set forth in its own applicable precedent was not implicated when a passenger whose injuries are attributable to two jointly negligent drivers exhausts the liability limits of the permissive driver's policy without satisfying his damages and seeks recovery under the permissive driver's UIM policy based on the other driver's UIM status.

Delgado's claim was based not on an assertion that that the vehicle in which she was a passenger qualified as an underinsured vehicle—which would trigger the anti-stacking rule—but rather on the allegation of concurrent negligence and the Dean vehicle being underinsured. Accordingly, the trial court's judgment was reversed and the case remanded for further proceedings.

**Counsel for Delgado:** Steven M. Baker, **Benson Bertoldo Baker & Carter**, 702-228-2600, Las Vegas.

**Counsel for Am. Family:** Dennis M. Prince, Douglas J. Duesman, **Prince & Keating L.L.P.**, 702-228-6800, Las Vegas.

**Law Journals****Health insurance reforms and mandates**

Mark A. Hall, *The Constitutionality of Mandates to Purchase Health Insurance*, 37 J.L. Med. & Ethics 40 (2009)

Among the proposals to reform the health insurance system are mandates for individuals to obtain health insurance coverage if they are not covered by public insurance programs and for small businesses to pay a tax if the employers do not obtain health insurance coverage for their employees. However, there are questions about the constitutionality of such mandates. According to Mark A. Hall, the health insurance coverage mandates will have to be drafted with care in order to pass scrutiny under the U.S. Constitution.

Congress' ability to require health insurance coverage may be found in the Commerce Clause or the power to tax for the general welfare. The Commerce Clause allows Congress to regulate interstate commerce.

Health insurance companies have a direct effect on interstate commerce, and most health insurance companies operate in more than one state. Therefore, Congress should be able to regulate the industry through the Commerce Clause. However, the legislative record for legislation related to health insurance coverage mandates should include extensive evidence of the impact of health insurance coverage on interstate commerce.

The Constitution also gives Congress the power to lay and collect taxes to provide for the general welfare. The power to tax also creates the power to spend in order to provide for the general welfare. There are few limitations on the power to tax, except where the tax directly burdens the exercise of a fundamental right—having health insurance coverage is not a fundamental right.

With the spending power, Congress could apply conditional spending or conditional preemption. Conditional spending would involve Congress withholding federal funds until the states enact certain legislation. Conditional preemption would involve allowing states that enact complying legislation to opt out of federal preemption and regulation. The main challenge states could bring against a health insurance coverage mandate would be to challenge coverage requirements for state government employees under the 10th Amendment.

Individuals could challenge health insurance coverage mandates under the First Amendment or the Fifth Amendment. Under the First Amendment, an individual could bring a religious freedom objection under the Free Exercise Clause. If the law has general applicability and does not discriminate based on religious or non-religious practices, the law should be held to be constitutional.

Under the Fifth Amendment, an individual may claim that the health insurance coverage mandate is a violation of substantive due process, or an individual may claim that the mandate represents a taking of private property. However, challenges under the Fifth Amendment are not likely to be successful so long as Congress establishes valid reasons for the legislation.

# State by State

## CALIFORNIA

### Pay-as-you-drive regulations finalized

The California Insurance Commissioner announced the finalization of pay-as-you-go regulations that allow auto insurance rates to be based on a driver's actual miles driven as opposed to estimated miles driven. The new regulations permit insurance companies to offer a verified mileage program with several options for verifying the number of miles driven—including odometer readings by designated parties, self-reported odometer readings or a device that would be placed on the driver's car. Companies can offer the new program instead of, or as an alternative to, traditional insurance based on estimated mileage.

### New workers' compensation legislation

The governor of California has approved several measures modifying the state's workers' compensation laws. Beginning Jan. 1, 2010, insurers will not be able to deny a workers' compensation claim citing a personal connection between an employee and a third party when the employee is injured or killed by the third party in the course of the employee's employment if the employee was attacked because of their race, national origin, age, sexual orientation, religion, disability or gender. A.B. 1093.

Employers who authorize medical treatment cannot rescind or modify the authorization for medical treatment that has already been provided for any reason—including the employer's subsequent determination that the physician who treated the employee was not eligible to treat that injured employee. A.B. 361.

### Governor vetoes low-cost auto insurance extension

The California governor vetoed a bill that would have extended the low-cost automobile insurance program through 2016. The current program provides low-cost liability insurance—required of all drivers in the state—to drivers with good driving records whose income is up to 250% of the federal poverty level. Supporters say the program has provided approximately 45,000 policies since 2007. The program is scheduled to expire in January 2011. A.B. 725.

## DISTRICT OF COLUMBIA

### Domestic violence status in life and health insurance

The acting insurance commissioner for the District of Columbia advised health and life insurers that they may not use information that an individual is a victim of domestic violence or subject to domestic abuse to cancel, refuse to issue, or refuse to renew a life insurance policy or health insurance policy. In addition, an insurer may not use the information to refuse to pay a claim or cancel or terminate a life or health insurance policy. The prohibition protects both individuals who have received or fear imminent severe physical injury from a current or former spouse, partner, cohabitant or person who shares a child with the individual. Bulletin 09-IB-05-10/08.

## FLORIDA

### Medicare supplement policies for individuals under age 65

The Florida Insurance Commissioner ordered insurance companies to offer Medicare supplement policies to individuals under age 65 who are eligible due to disability or end-stage renal disease. New legislation requires companies to begin offering coverage to eligible individuals on Oct. 1, 2009, but some insurance companies have not yet filed new rates for the coverage. Companies that have not yet filed rates or had their rates approved should use the rates they have in place for Medicare coverage offered to individuals aged 65 or older. H.B. 675.

### Agent accused of \$14 million fraud

A Miami insurance agent was arrested by the Florida Division of Insurance Fraud and charged with stealing more than \$14 million by submitting thousands of fraudulent premium finance contracts for nonexistent policyholders. Jose Peris allegedly submitted over 3,800 contracts to numerous premium finance companies. More than \$7 million is still unrecovered. An emergency order of suspension of Peris' insurance licenses has been issued and he faces up to 60 years in prison if convicted on all charges.

## LOUISIANA

### Cease and desist orders issued to insurance agents

The Louisiana Insurance Department issued cease and desist orders to two insurance agents for allegedly allowing unlicensed employees to conduct the business of insurance. The agents are alleged to have knowingly allowed 19 individuals to conduct insurance business for **Mid South Benefits** in 2008 and 2009. The agents were issued summary suspension of their licenses as well as \$35,000 fine notices. The licenses will be permanently revoked within 30 days unless the agents request hearings with the department.

## NEW YORK

### New unit to fight title insurance crimes

The New York Superintendent of Insurance announced the formation of a new unit to combat title insurance crimes. The Mortgage and Title Unit will focus on investigating complaints of alleged fraud involving title insurance transactions—in particular schemes involving title fraud used by "mortgage rescue" companies. Although title insurance is regulated by the insurance department, there are currently no licensing requirements for individuals selling title insurance despite the department's efforts to urge the legislature to approve legislation that would require licensing of title insurance agents.

## TEXAS

### Automatic withdrawal of funds for premium increases

The Texas Insurance Commissioner advised insurers that H.B. 3221 requires insurers that collect premiums through the automatic withdrawal of funds from insured's accounts to provide notice to insureds of any increase in premiums and provide a means for objecting to the increase prior to the increased funds being withdrawn from the specified account. The commissioner recommended insurers review their procedures to ensure compliance with the requirement. Bulletin B-0043-09.

### Agent accused of misapplication of premiums

The Texas Department of Insurance announced the indictment of an insurance agent for allegedly misapplying more than \$100,000 in homeowners' insurance premiums collected for windstorm coverage through the Texas Windstorm Insurance Association (TWIA). The indictment accused Darryl Golter of depositing the collected premiums into his business account and not forwarding the money and applications to the TWIA. Many of the customers later sustained hurricane damage from Hurricane Ike in 2008. Golter faces a maximum of 20 years in prison if convicted.

## Docket★Trak™ – Part I

# Insurance Plaintiffs

Original Declaratory Actions Filed in the Federal District Courts By Insurance Companies\*

Insurance Companies Plaintiffs	Citation	Counsel
<b>Allied Prof'ls Ins. Co.</b>	<b>Allied Prof'ls Ins. Co. v. Nummy</b> , No. 09-CV-1105 (C.D. Cal. filed 9/25/09)	For Allied Prof'ls Ins. Co.: Rick A. Cigel, <b>Rick A. Cigel Law Offices</b> /Los Angeles, 310-889-1038
<b>Allstate Indem. Co.</b>	<b>Allstate Indem. Co. v. Vandervlugt</b> , No. 09-CV-6268 (D. Or. filed 9/28/09)	For Allstate Indem. Co.: Douglas F. Foley, <b>Foley &amp; Buxman P.L.L.C.</b> /Vancouver, Wash., 360-883-0636
<b>Allstate Prop. &amp; Cas. Ins. Co.</b>	<b>Allstate Prop. &amp; Cas. Ins. Co. v. Fuller</b> , No. 09-CV-0170 (W.D. Ky. filed 9/23/09)	For Allstate Prop. & Cas. Ins. Co.: A. Campbell Ewen, <b>Ewen Kinney &amp; Rosing</b> /Louisville, Ky., 502-584-1090
<b>Am. Family Mut. Ins. Co.</b>	<b>Am. Family Mut. Ins. Co. v. Sw. Landscaping &amp; Maintenance Inc.</b> , No. 09-CV-1878 (D. Nev. filed 9/24/09)	For Am. Family Mut. Ins. Co.: Stephen L. Titzer, <b>Pyatt Silvestri &amp; Hanlon</b> /Las Vegas, 702-383-6000
<b>Am. Gen. Life Ins. Co.</b>	<b>Am. Gen. Life Ins. Co. v. Helene Klavans Ins. Trust</b> , No. 09-CV-81449 (S.D. Fla. filed 9/28/09), <i>Other Parties: Lockwood Pension Servs. Inc. (D); Blatt Legal P.L.C. (D); Blatt Fin. Group L.L.C. (D)</i>	For Am. Gen. Life Ins. Co.: Anthony Peter Strasius, <b>Wilson Elser Moskowitz Edelman &amp; Dicker L.L.P.</b> /Miami, 305-374-4400
<b>Am. Patriot Ins. of Tex.</b>	<b>Hendrick Holding Co. v. Travelers Cas. &amp; Sur. Co. of Am.</b> , No. 09-CV-0587 (W.D. Wis. filed 9/24/09), <i>Other Parties: Am. Patriot Ins. Agency (P); Am. Patriot Ins. of Tex. (P); Diane M. Hendricks Enters. Inc. (P)</i>	For Hendricks Holding Co.: Paul W. Schwarzenbart, <b>Lee Kilkelly Paulson &amp; Younger S.C.</b> /Madison, Wis., 608-256-9046
<b>Amlin Corporate Member Ltd.</b>	<b>Amlin Corporate Member Ltd. v. Global Accents Inc.</b> , No. 09-CV-6913 (C.D. Cal. filed 9/23/09), <i>Other Parties: Global Trade &amp; Consultation Inc. (D)</i>	For Amlin Corporate Member Ltd.: Eugenie G. Baumann, <b>Haight Brown &amp; Bonesteel</b> /Los Angeles, 310-215-7100
<b>Axis Surplus Ins. Co.</b>	<b>Axis Surplus Ins. Co. v. Super. Mortgage Servs. Inc.</b> , No. 09-CV-1960 (M.D. Fla. filed 9/24/09), <i>Other Parties: W. Heritage Ins. Co. (D)</i>	For Axis Surplus Ins. Co.: Efrain Carlos, <b>Fowler White Burnett P.A.</b> /Ft. Lauderdale, Fla., 954-377-8100
<b>Booker T. Washington Ins. Co.</b>	<b>Booker T. Washington Ins. Co. v. Deamues</b> , No. 09-CV-1907 (N.D. Ala. filed 9/25/09), <i>Other Parties: U.S. Dep't of Health &amp; Human Servs. (D)</i>	For Booker T. Washington Ins. Co.: Hunter C. Carroll, <b>Stockham Carroll &amp; Smith P.C.</b> /Birmingham, Ala., 205-879-9954; For Daisy Deamues: Josh J. Mitchell, <b>Bouloukos &amp; Oglesby</b> /Birmingham, Ala., 205-322-1641
<b>Cambridge Mut. Fire Ins. Co.</b>	<b>Cambridge Mut. Fire Ins. Co. v. Am. Reliable Ins. Co.</b> , No. 09-CV-0626 (S.D. Ala. filed 9/24/09)	For Cambridge Mut. Fire Ins. Co.: Mitchel H. Boles, <b>Johnston Barton Proctor &amp; Rose L.L.P.</b> /Birmingham, Ala., 205-458-9459
<b>Canal Ins. Co.</b>	<b>Canal Ins. Co. v. Stahl</b> , No. 09-CV-1035 (N.D. Iowa filed 9/23/09), <i>Other Parties: Koellen Trucking L.L.C. (D)</i>	For Canal Ins. Co.: Elliott R. McDonald III, <b>McDonald Woodward &amp; Ivers P.C.</b> /Davenport, Iowa, 563-355-6478; For Carole A. Stahl: Erin Patrick Lyons, <b>Dutton Braun Staack &amp; Hellman</b> /Waterloo, Iowa, 319-234-4471
<b>Carolina Cas. Ins. Co.</b>	<b>Carolina Cas. Ins. Co. v. Travelers Prop. Cas. Co. of Am.</b> , No. 09-CV-4871 (D.N.J. filed 9/23/09)	For Carolina Cas. Ins. Co.: Deborah M. Mulvey, <b>Segal McCambridge Singer &amp; Mahoney</b> /Jersey City, N.J., 201-209-0393
	<b>Carolina Cas. Ins. Co. v. Tuttle &amp; Tuttle Trucking</b> , No. 09-CV-1810 (N.D. Tex. filed 9/28/09)	For Carolina Cas. Ins. Co.: William S. Bush, <b>Bush &amp; Ramirez</b> /Houston, 713-626-1555
<b>Cent. Mut. Ins. Co.</b>	<b>Cent. Mut. Ins. Co. v. Proset Sys. Inc.</b> , No. 09-CV-2684 (N.D. Ga. filed 9/29/09)	For Cent. Mut. Ins. Co.: John C. Bonnie, <b>Weinberg Wheeler Hudgins Gunn &amp; Dial</b> /Atlanta, 404-876-2700
<b>Century Sur. Co.</b>	<b>Century Sur. Co. v. DeLoach</b> , No. 09-CV-0878 (E.D. Tex. filed 9/28/09), <i>Other Parties: De-Vac Inc. (D)</i>	For Century Sur. Co.: Robert Alton Shults, <b>McFall Sherwood &amp; Breitbeil</b> /Houston, 713-590-9300
<b>Cincinnati Ins. Cos.</b>	<b>Cincinnati Ins. Cos. v. Plainview Milk Prods. Coop.</b> , No. 09-CV-2624 (D. Minn. filed 9/25/09)	For Cincinnati Ins. Cos.: William A. LeMire, <b>Arthur Chapman Kettering Smetak &amp; Pikala P.A.</b> /Minneapolis, 612-339-3500
<b>Empire Indem. Ins. Co.</b>	<b>Empire Indem. Ins. Co. v. Kirkwood Townhomes Owners' Ass'n Inc.</b> , No. 09-CV-81437 (S.D. Fla. filed 9/24/09)	For Empire Indem. Ins. Co.: J. Michael Grimley Jr., <b>Galloway Johnson Tompkins Burr &amp; Smith</b> /Gulf Breeze, Fla., 850-934-3800; For Kirkwood Townhomes Owner's Ass'n Inc.: David John Pettinato, <b>Merlin Law Group P.A.</b> /Tampa, Fla., 813-229-1000
<b>Essex Ins. Co.</b>	<b>Essex Ins. Co. v. EZ Drop Polypiper Co.</b> , No. 09-CV-0135 (E.D. Mo. filed 9/25/09)	For Essex Ins. Co.: M. Courtney Koger, <b>Kutak Rock</b> /Kansas City, Mo., 816-960-0090

Source: *Insurance Law & Litigation Week* research. (P) = plaintiff, (D) = defendant.\*

## Docket★Trak™ – Part I

### Insurance Plaintiffs (continued)

Insurance Companies Plaintiffs	Citation	Counsel
Essex Ins. Co.	<b>Essex Ins. Co. v. Kehrler Constr. Inc.</b> , No. 09-CV-81430 (M.D. Fla. filed 9/23/09)	For Essex Ins. Co.: Ryan Kent Hilton, <b>Butler Pappas Wehmuller Katz Craig</b> /Tampa, Fla., 813-281-1900
Farmers Ins. Co.	<b>Farmers Ins. Co. v. Tickemyer</b> , No. 09-CV-0774 (W.D. Mo. filed 9/23/09)	For Farmers Ins. Co.: James R. Ward, <b>Rasmussen Willis Dickey &amp; Moore L.L.C.</b> /Kansas City, Mo., 816-360-1701
Geovera Specialty Ins. Co.	<b>Geovera Specialty Ins. Co. v. Hutchins</b> , No. 09-CV-1973 (M.D. Fla. filed 9/28/09)	For Geovera Specialty Ins. Co.: Andrew Edward Grigsby, <b>Hinshaw &amp; Culbertson L.L.P.</b> /Miami, 305-358-7747
Granite State Ins. Co.	<b>Granite State Ins. Co. v. Chicago Ins. Co.</b> , No. 09-CV-1136 (D. Or. filed 9/24/09)	For Granite State Ins. Co.: Curt H. Feig, <b>Nicoll Black Misenti &amp; Feig P.L.L.C.</b> /Seattle, 206-838-7543
Great Am. Assur. Co.	<b>Great Am. Assur. Co. v. SOS Prods. Co.</b> , No. 09-CV-4417 (E.D. Pa. filed 9/29/09)	For Great Am. Assur. Co.: Anne Burris, <b>Lindabury McCormick Estabrook &amp; Cooper</b> /Philadelphia, 215-854-4090
Healthcare Underw'rs Group of Ky.	<b>Healthcare Underw'rs Group of Ky. v. Lexington Ins. Co.</b> , No. 09-CV-0778 (W.D. Ky. filed 9/24/09)	For Healthcare Underw'rs Group of Ky.: Beverly R. Storm, <b>Arnzen Wentz Molloy Laber &amp; Storm P.S.C.</b> /Covington, Ky., 859-431-6100
Horance Mann Ins. Co.	<b>Horance Mann Ins. Co. v. Richardson</b> , No. 09-CV-2537 (D.S.C. filed 9/28/09)	For Horance Mann Ins. Co.: Lowry Darby Plexico III, <b>Brown &amp; Brehmer</b> /Columbia, S.C., 803-771-6600
Houston Cas. Co.	<b>Houston Cas. Co. v. Drazan</b> , No. 09-CV-6978 (C.D. Cal. filed 9/25/09), <i>Other Parties: Frontbridge Tech. Inc. (D)</i>	For Houston Cas. Co.: Ryan C. Tuley, <b>Troutman Sanders L.L.P.</b> /Irvine, Cal., 949-622-2700
Ill. Union Ins. Co.	<b>Ill. Union Ins. Co. v. N. County OB-GYN Med. Group Inc.</b> , No. 09-CV-2123 (S.D. Cal. filed 9/28/09)	For Ill. Union Ins. Co.: Steven B. Bitter, <b>Gordon &amp; Rees</b> /San Diego, 619-696-6700
James River Ins. Co.	<b>James River Ins. Co. v. Scandinavian Clinical Nutrition USA L.L.C.</b> , No. 09-CV-50213 (N.D. Ill. filed 9/23/09)	For James River Ins. Co.: Timothy J. Fagan, <b>SmithAmundsen L.L.C.</b> /Chicago, 312-894-3200
Lawyers Title Ins. Corp.	<b>Lawyers Title Ins. Corp. v. Forestar (USA) Real Estate Group</b> , No. 09-CV-1771 (N.D. Tex. filed 9/23/09)	For Lawyers Title Ins. Corp.: Mark T. Davenport, <b>Figari &amp; Davenport</b> /Dallas, 214-939-2000
Lexington Ins. Co.	<b>Lexington Ins. Co. v. Merrell</b> , No. 09-CV-14330 (S.D. Fla. filed 9/24/09)	For Lexington Ins. Co.: Patrick Edward Betar, <b>Berk Merchant &amp; Sims P.L.C.</b> /Coral Gables, Fla., 786-338-2900
Lincoln Gen. Ins. Co.	<b>Lincoln Gen. Ins. Co. v. Fed. Constr. Inc.</b> , No. 09-CV-6087 (N.D. Ill. filed 9/29/09), <i>Other Parties: Lexington Ins. Co. (D)</i>	For Lincoln Gen. Ins. Co.: Joseph Patrick Postel, <b>Lindsay Rappaport &amp; Postel L.L.C.</b> /Chicago, 312-629-0208
Markel Am. Ins. Co.	<b>Markel Am. Ins. Co. v. TTI Tubulars Ltd.</b> , No. 09-CV-0434 (E.D. Tex. filed 9/29/09), <i>Other Parties: Markel Ins. Co. (P)</i>	For Markel Am. Ins. Co.: Veronica Martinsen Bates, <b>Hermes Sargent Bates L.L.P.</b> /Dallas, 214-749-6000
Metro. Life Ins. Co.	<b>Metro. Life Ins. Co. v. Murphy-Justice</b> , No. 09-CV-1593 (E.D. Mo. filed 9/23/09), <i>Other Parties: Funeral Funding Ctr. Inc. (D)</i>	For Metro. Life Ins. Co.: Ann E. Buckley, <b>Buckley &amp; Buckley L.L.C.</b> /St. Louis, 314-621-3434
Mt. Hawley Ins. Co.	<b>Mt. Hawley Ins. Co. v. Rafuls &amp; Assocs. Constr. Co.</b> , No. 09-CV-22895 (S.D. Fla. filed 9/25/09)	For Mt. Hawley Ins. Co.: Eric Hiller, <b>Hinshaw &amp; Culbertson L.L.P.</b> /Miami, 305-358-7747
OneBeacon Am. Ins. Co.	<b>OneBeacon Am. Ins. Co. v. Cortiva Educ. (Midwest) L.L.C.</b> , No. 09-CV-4950 (D.N.J. filed 9/28/09), <i>Other Parties: Cortiva Group Inc. (D)</i>	For OneBeacon Am. Ins. Co.: Katherine E. Tammaro, <b>Tressler L.L.P.</b> /Newark, N.J., 973-848-2900
Peninsula Ins. Co.	<b>Peninsula Ins. Co. v. B.C. Enters. Inc.</b> , No. 09-CV-0473 (E.D. Va. filed 9/24/09)	For Peninsula Ins. Co.: Anthony H. Monioudis, <b>Woods Rogers P.L.C.</b> /Danville, Va., 434-797-8200; For B.C. Enters. Inc.: Randolph Courtland DuVall, <b>Breedon Salb Beasley &amp; DuVall</b> /Norfolk, Va., 757-622-1111
Penn Millers Ins. Co.	<b>Penn Millers Ins. Co. v. Ne. Neb. Biodiesel Inc.</b> , No. 09-CV-0339 (D. Neb. filed 9/23/09)	For Penn Millers Ins. Co.: Angela Probasco, <b>Kutak Rock / Omaha, Neb.</b> , 402-346-6000
Primerica Life Ins. Co.	<b>Primerica Life Ins. Co. v. Beechie</b> , No. 09-CV-1729 (E.D. Cal. filed 9/29/09), <i>Other Parties: Basham Funeral Care (D)</i>	For Primerica Life Ins. Co.: Karen Denvir, <b>Barger &amp; Wolen L.L.P.</b> /Los Angeles, 213-680-2800
	<b>Primerica Life Ins. Co. v. West</b> , No. 09-CV-0980 (M.D. Fla. filed 9/28/09)	For Primerica Life Ins. Co.: Amy S. Rubin, <b>Ruden McClosky Smith Schuster &amp; Russell P.A.</b> /W. Palm Beach, Fla., 561-838-4500

Source: Insurance Law & Litigation Week research. (P) = plaintiff, (D) = defendant.\*

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## Docket★Trak™ – Part I

### Insurance Plaintiffs (continued)

Insurance Companies Plaintiffs	Citation	Counsel
<b>S. Pioneer Prop. &amp; Cas. Ins. Co.</b>	<b>S. Pioneer Prop. &amp; Cas. Ins. Co. v. Bennett</b> , No. 09-CV-0903 (M.D. Ala. filed 9/23/09)	For S. Pioneer Prop. & Cas. Ins. Co.: John W. Johnson II, <b>Christian &amp; Small L.L.P.</b> /Birmingham, Ala., 205-250-6662
<b>St. Paul Fire &amp; Marine Ins. Co.</b>	<b>St. Paul Fire &amp; Marine Ins. Co. v. Mehlburger Brawley Inc.</b> , No. 09-CV-0369 (E.D. Okla. filed 9/24/09), <i>Other Parties: Mill Creek Pub. Works Auth. (D)</i>	For St. Paul Fire & Marine Ins. Co.: R. Thompson Cooper, <b>Pignato Cooper Kolker &amp; Roberson</b> /Oklahoma City, 405-606-3333
<b>State Farm Fire &amp; Cas. Co.</b>	<b>State Farm Fire &amp; Cas. Co. v. Portland Gen. Elec. Co.</b> , No. 09-CV-1141 (D. Or. filed 9/25/09), <i>Other Parties: State Farm Mut. Auto. Ins. Co. (P)</i>	For State Farm Fire & Cas. Co.: Beth A. Cupani, <b>Bullivant Houser Bailey P.C.</b> /Portland, Or., 503-499-4434
<b>Steadfast Ins. Co.</b>	<b>Steadfast Ins. Co. v. Pop Rest. L.L.C.</b> , No. 09-CV-3148 (S.D. Tex. filed 9/29/09), <i>Other Parties: Wok Rest. L.L.C. (D); Four Leaf Ventures L.L.C. (D); Sarape L.P. (D); AGP Mgmt. L.L.C. (D)</i>	For Steadfast Ins. Co.: Carol P. Keough, <b>Coats Rose Yale Ryman &amp; Lee</b> /Houston, 713-651-0111
<b>Stewart Title Guar. Co.</b>	<b>Stewart Title Guar. Co. v. Investors Funding Corp.</b> , No. 09-CV-0455 (D. Haw. filed 9/25/09)	For Stewart Title Guar. Co.: Neil F. Hulbert, <b>Alston Hunt Floyd &amp; Ing</b> /Honolulu, 808-524-1800
<b>Travelers Cas. &amp; Sur. Co. of Am.</b>	<b>Travelers Cas. &amp; Sur. Co. of Am. v. C&amp;P Constr. Inc.</b> , No. 09-CV-0220 (D. Wyo. filed 9/25/09)	For Travelers Cas. & Sur. Co. of Am.: Patrick Husted, <b>Husted Law Firm</b> /Denver, 303-721-5000
<b>United Nat'l Ins. Co.</b>	<b>United Nat'l Ins. Co. v. Best Truss Co.</b> , No. 09-CV-22897 (S.D. Fla. filed 9/25/09), <i>Other Parties: Amtrust Bank (D); MHS Contracting Inc. (D); All-Miami Constr. Inc. (D)</i>	For United Nat'l Ins. Co.: Joseph Antony Geary, <b>Harris Midyette &amp; Geary</b> /Lakeland, Fla., 863-683-7567
<b>USF Ins. Co.</b>	<b>USF Ins. Co. v. D&amp;J Enters. Inc.</b> , No. 09-CV-2510 (D.S.C. filed 9/25/09)	For USF Ins. Co.: Jennifer Loflin Blanchard, <b>Carlock Copeland Semler &amp; Stair</b> /Charleston, S.C., 843-266-8232
<b>W. Bend Mut. Ins. Co.</b>	<b>W. Bend Mut. Ins. Co. v. Avers</b> , No. 09-CV-5928 (N.D. Ill. filed 9/23/09), <i>Other Parties: Avers Merchandise Group Inc. (D); Energy Brands Inc. (D)</i>	For W. Bend Mut. Ins. Co.: Daniel J. Cunningham, <b>Tressler Soderstrom Maloney &amp; Priess</b> /Chicago, 312-627-4000
<b>Westchester Surplus Lines Ins. Co.</b>	<b>Westchester Surplus Lines Ins. Co. v. Menardi Mikropul L.L.C.</b> , No. 09-CV-2215 (N.D. Ohio filed 9/24/09)	For Westchester Surplus Lines Ins. Co.: David L. Lester, <b>Ulmer &amp; Berne</b> /Cleveland, 216-583-7040
<b>XL Specialty Ins. Co.</b>	<b>XL Specialty Ins. Co. v. Veolia ES Special Servs. Inc.</b> , No. 09-CV-3106 (S.D. Tex. filed 9/24/09), <i>Other Parties: Fed. Ins. Co. (D)</i>	For XL Specialty Ins. Co.: Kenneth G. Engerrand, <b>Brown Sims P.C.</b> /Houston, 713-629-1580

Source: *Insurance Law & Litigation Week* research. (P) = plaintiff, (D) = defendant.\*

## Docket★Trak™ – Part II

### Insurance Defendants

Original Declaratory Actions Filed in the Federal District Courts Against Insurance Companies\*

Insurance Companies Defendants	Citation	Counsel
<b>Admiral Ins. Co.</b>	<b>Basic Research v. Admiral Ins. Co.</b> , No. 09-CV-0878 (D. Utah filed 9/29/09), <i>Other Parties: Dynakor Pharm. (P); Carter-Reed Co. (P); Zoller Labs. (P)</i>	For Basic Research: Alan C. Bradshaw, <b>Manning Curtis Bradshaw &amp; Bednar L.L.C.</b> /Salt Lake City, 801-363-5678
<b>Allianz Global Risks US Ins. Co.</b>	<b>Fortune Beach L.L.C. v. Allianz Global Risks US Ins. Co.</b> , No. 09-CV-22875 (S.D. Fla. filed 9/25/09)	For Fortune Beach L.L.C.: David Cabel Murray, <b>Danahy &amp; Murray P.A.</b> /Tampa, Fla., 813-258-3600
<b>Allstate Indem. Co.</b>	<b>Korth v. Allstate Indem. Co.</b> , No. 09-CV-1143 (D. Or. filed 9/28/09), <i>Other Parties: Allstate Corp. (D); Gevurtz &amp; Menashe Law Firm (D)</i>	For Gevurtz & Menashe Law Firm: David C. Landis, Portland, Or., 503-224-5680

Source: *Insurance Law & Litigation Week* research. (P) = plaintiff, (D) = defendant.\*

## Docket ♦ Trak™ – Part II

### Insurance Defendants (continued)

Insurance Companies Defendants	Citation	Counsel
Allstate Ins. Co.	<b>Duhe v. Allstate Ins. Co.</b> , No. 09-CV-6580 (E.D. La. filed 9/29/09)	For Renee Duhe: Jeffrey P. Berniard, <b>Berniard Law Firm L.L.C./</b> New Orleans, 504-527-6225
	<b>McGee Ins. &amp; Fin. Servs. L.L.C. v. Allstate Ins. Co.</b> , No. 09-CV-1634 (M.D. Fla. filed 9/23/09)	For Allstate Ins. Co.: Lauren F. Carmody, <b>Rumberger Kirk &amp; Caldwell P.A./</b> Orlando, Fla., 407-872-7300; For McGee Ins. & Fin. Servs. L.L.C.: Michael L. Moore, <b>Michael L. Moore &amp; Assocs. P.A./</b> Orlando, Fla., 407-894-6447
Allstate Prop. & Cas. Ins. Co.	<b>Dalvine v. Allstate Prop. &amp; Cas. Ins. Co.</b> , No. 09-CV-1061 (W.D. Okla. filed 9/25/09)	For Bryan C. Dalvine: Garon L. Rowland, <b>Brown &amp; Gould P.L.L.C./</b> Oklahoma City, 405-235-4500
Am. Int'l Group Inc.	<b>Tucker v. Am. Int'l Group Inc.</b> , No. 09-CV-1499 (D. Conn. filed 9/23/09), <i>Other Parties: Nat'l Union Fire Ins. Co. of Pittsburgh, Pa. (D)</i>	For Teri Tucker: Jeffrey S. Bagnell, Westport, Conn., 203-255-4434
Am. Reliable Ins. Co.	<b>Cambridge Mut. Fire Ins. Co. v. Am. Reliable Ins. Co.</b> , No. 09-CV-0626 (S.D. Ala. filed 9/24/09)	For Cambridge Mut. Fire Ins. Co.: Mitchel H. Boles, <b>Johnston Barton Proctor &amp; Rose L.L.P./</b> Birmingham, Ala., 205-458-9459
Argonaut Ins. Co.	<b>U.S. Ins. Servs. Inc. v. Argonaut Ins. Co.</b> , No. 09-CV-2532 (D. Md. filed 9/28/09)	For Argonaut Ins. Co.: Craig David Roswell, <b>Niles Barton &amp; Wilmer L.L.P./</b> Baltimore, 410-783-6300; For U.S. Ins. Servs. Inc.: Thomas S. Schaufelberger, <b>Saul Ewing L.L.P./</b> Washington, 202-295-6609
Arrowood Surplus Lines Ins. Co.	<b>Egan Plumbing Inc. v. Arrowood Surplus Lines Ins. Co.</b> , No. 09-CV-4491 (N.D. Cal. filed 9/23/09), <i>Other Parties: Landmark Am. Ins. Co. (D)</i>	For Egan Plumbing Inc.: Alexander Paul Zarcone, <b>Oliva &amp; Assocs. A.L.C./</b> San Diego, 858-385-0491
Blue Cross of Cal.	<b>Larry B. v. Blue Cross of Cal.</b> , No. 09-CV-4607 (N.D. Cal. filed 9/29/09)	For Larry B.: Brian S. King, Salt Lake City, 801-532-1739
Carefirst of Md. Inc.	<b>Wolfe v. Carefirst of Md. Inc.</b> , No. 09-CV-0492 (E.D. Tex. filed 9/24/09)	For Florence Wolfe: Roger Mathew Tafel, Dallas, 214-219-4220
Certain Underw'rs at Lloyd's, London	<b>Rizo v. Certain Underw'rs at Lloyd's, London</b> , No. 09-CV-22914 (S.D. Fla. filed 9/28/09)	For Emilio Rizo: Michael Vincent Laurato, <b>Austin &amp; Laurato/</b> Tampa, Fla., 813-258-0624
Chicago Ins. Co.	<b>Granite State Ins. Co. v. Chicago Ins. Co.</b> , No. 09-CV-1136 (D. Or. filed 9/24/09)	For Granite State Ins. Co.: Curt H. Feig, <b>Nicoll Black Misenti &amp; Feig P.L.L.C./</b> Seattle, 206-838-7543
Fed. Crop. Ins. Corp.	<b>Stewart v. Fed. Crop. Ins. Corp.</b> , No. 09-CV-0101 (E.D. Tenn. filed 9/25/09), <i>Other Parties: Risk Mgmt. Agency (D); Great Am. Ins. Co. (D); U.S. Dep't of Agric. (D)</i>	For Derwood Stewart: Joh P. Partin, <b>Galligan &amp; Newman/</b> McMinnville, Tenn., 931-473-8405
Fid. & Deposit Co. of Md.	<b>BMD Contractors Inc. v. Fid. &amp; Deposit Co. of Md.</b> , No. 09-CV-1194 (S.D. Ind. filed 9/23/09), <i>Other Parties: Walbridge Aldinger Co. (D); Indus. Power Sys. Inc. (D)</i>	For Fid. & Deposit Co. of Md.: Eric David Foerg, <b>Frost Brown Todd L.L.C./</b> Indianapolis, 317-237-3813; For BMD Contractors Inc.: KC Cohen, Indianapolis, 317-715-1845; For Walbridge Aldinger Co.: David L. Simmons, <b>Drewry Simmons Pitts &amp; Vornehm L.L.P./</b> Indianapolis, 317-580-4848; For Indus. Power Sys. Inc.: David L. Simmons, <b>Drewry Simmons Pitts &amp; Vornehm L.L.P./</b> Indianapolis, 317-580-4848; For Indus. Power Sys. Inc.: William Irwin Kohn, <b>Benesch Friedlander Coplan &amp; Aronoff L.L.P./</b> Cleveland, 216-363-4182
Great Am. Assur. Co.	<b>Johnny Mac's Am. Grill v. Great Am. Assur. Co.</b> , No. 09-CV-4379 (E.D. Pa. filed 9/25/09)	For Great Am. Assur. Co.: Kenneth M. Portner, <b>Weber Gallagher Simpson Stapleton &amp; Newby L.L.P./</b> Philadelphia, 215-972-7921; For Johnny Mac's Am. Grill: Joseph A. Zenstein, <b>Zenstein Gallant &amp; Parlow P.C./</b> Philadelphia, 215-568-2900
Hartford Life & Accident Ins. Co.	<b>Jones v. Hartford Life &amp; Accident Ins. Co.</b> , No. 09-CV-1693 (W.D. La. filed 9/25/09)	For Brenda Jones: Roger Glenn Burgess, <b>Baggett McCall Burgess Watson &amp; Gaughan/</b> Lake Charles, La., 337-478-8888
	<b>Pieczynski v. Hartford Life &amp; Accident Ins. Co.</b> , No. 09-CV-0875 (W.D. Mich. filed 9/24/09)	For Ronald Pieczynski: James L. Waters, Muskegon, Mich., 231-755-0600
	<b>Schelling v. Hartford Life &amp; Accident Ins. Co.</b> , No. 09-CV-4420 (E.D. Pa. filed 9/29/09), <i>Other Parties: AFG Indus. Inc. (D)</i>	For Andrew Schelling: Louis Aurely III, <b>Wusinich Brogan &amp; Stanzione/</b> Downingtown, Pa., 610-594-1600

Source: *Insurance Law & Litigation Week* research. (P) = plaintiff, (D) = defendant.\*

## Docket + Trak™ – Part II

### Insurance Defendants (continued)

Insurance Companies Defendants	Citation	Counsel
Lexington Ins. Co.	<b>Healthcare Underw'rs Group of Ky. v. Lexington Ins. Co.</b> , No. 09-CV-0778 (W.D. Ky. filed 9/24/09)	For Healthcare Underw'rs Group of Ky.: Beverly R. Storm, <b>Arnzen Wentz Molloy Laber &amp; Storm P.S.C./Covington, Ky.</b> , 859-431-6100
	<b>Lincoln Gen. Ins. Co. v. Fed. Constr. Inc.</b> , No. 09-CV-6087 (N.D. Ill. filed 9/29/09), <i>Other Parties: Lexington Ins. Co. (D)</i>	For Lincoln Gen. Ins. Co.: Joseph Patrick Postel, <b>Lindsay Rappaport &amp; Postel L.L.C./Chicago</b> , 312-629-0208
Liberty Mut. Fire Ins. Co.	<b>IPC Inc. v. Liberty Mut. Fire Ins. Co.</b> , No. 09-CV-5920 (N.D. Ill. filed 9/23/09), <i>Other Parties: Lexington Ins. Co. (D)</i>	For Lexington Ins. Co.: Thomas B. Underwood, <b>Purcell &amp; Wardrop/Chicago</b> , 312-427-3900; For IPC Inc.: Damon E. Dunn, <b>Funkhouser Vegosen Liebman &amp; Dunn/Chicago</b> , 312-701-6800
OneBeacon Midwest Ins. Co.	<b>Piedmont Bank v. OneBeacon Midwest Ins. Co.</b> , No. 09-CV-2632 (N.D. Ga. filed 9/24/09)	For Piedmont Bank: Ann Wrege Ferebee, <b>Bryan Cave Powell Goldstein/Atlanta</b> , 404-572-5903
Performance Ins. Co. of N.J.	<b>Gelt Fin. Corp. v. Performance Ins. Co. of N.J.</b> , No. 09-CV-4362 (E.D. Pa. filed 9/24/09), <i>Other Parties: Costello &amp; Assocs. Ins. Group Inc. (D)</i>	For Performance Ins. Co. of N.J.: John I. Gordon, Lafayette Hill, Pa., 610-941-4911; For Gelt Fin. Corp.: Howard G. Silverman, <b>Kane &amp; Silverman P.C./Philadelphia</b> , 215-232-1000
Prudential Ins. Co. of Am.	<b>Courtland v. Prudential Ins. Co. of Am.</b> , No. 09-CV-7003 (C.D. Cal. filed 9/25/09), <i>Other Parties: Morrison &amp; Foerster L.L.P. LTD Plan (D)</i>	For Jane Courtland: Michael B. Horrow, <b>Donahue &amp; Horrow L.L.P./El Segundo, Cal.</b> , 310-322-0300
	<b>Morgan v. Prudential Ins. Co. of Am.</b> , No. 09-CV-6935 (C.D. Cal. filed 9/23/09)	For Prudential Ins. Co. of Am.: Sayaka Karitani, <b>Alston &amp; Bird L.L.P./Los Angeles</b> , 213-576-1000; For Deborah Morgan: Janet S. Park, Irvine, Cal., 949-610-4233
ReliaStar Life Ins. Co.	<b>Koger v. ReliaStar Life Ins. Co.</b> , No. 09-CV-2514 (D.S.C. filed 9/25/09)	For Richard Koger: Robert Edward Hoskins, <b>Foster &amp; Foster/Greenville, S.C.</b> , 864-242-6200
Selective Ins. Co. of Am.	<b>T.A. Bowman Constructors L.L.C. v. Selective Ins. Co. of Am.</b> , No. 09-CV-6072 (N.D. Ill. filed 9/29/09)	For T.A. Bowman Constructors L.L.C.: Camille M. Knight, <b>SmithAmundsen L.L.C./Chicago</b> , 312-894-3340
State Farm Fire & Cas. Co.	<b>O'Neal v. State Farm Fire &amp; Cas. Co.</b> , No. 09-CV-0778 (W.D. Mo. filed 9/23/09)	For State Farm Fire & Cas. Co.: Dale Lee Beckerman, <b>Deacy &amp; Deacy L.L.P./Kansas City, Mo.</b> , 816-421-4000; For William Carroll O'Neal: John F. Edgar, <b>Edgar Law Firm L.L.C./Kansas City, Mo.</b> , 816-531-0033
Tex. Farmers Ins. Co.	<b>Mason v. Tex. Farmers Ins. Co.</b> , No. 09-CV-3134 (S.D. Tex. filed 9/25/09), <i>Other Parties: Scottsdale Ins. Co. (D)</i>	For Geraldine Mason: Mark Junell, <b>Thornhill Shrader &amp; Burdette P.L.L.C./Houston</b> , 713-782-0000
Tex. Windstorm Ins. Ass'n	<b>Chernecke v. Tex. Windstorm Ins. Ass'n</b> , No. 09-CV-0229 (S.D. Tex. filed 9/25/09), <i>Other Parties: Am. Nat'l Prop. &amp; Cas. Co. (D)</i>	For Am. Nat'l Prop. & Cas. Co.: Jonathan David Young III, <b>Galloway Johnson Tompkins Burr &amp; Smith/Houston</b> , 713-403-7132; For Marcus Chernecke: Mark Junell, <b>Thornhill Shrader &amp; Burdette P.L.L.C./Houston</b> , 713-782-0000
Travelers Cas. & Sur. Co. of Am.	<b>Hendrick Holding Co. v. Travelers Cas. &amp; Sur. Co. of Am.</b> , No. 09-CV-0587 (W.D. Wis. filed 9/24/09), <i>Other Parties: Am. Patriot Ins. Agency (P); Am. Patriot Ins. of Tex. (P); Diane M. Hendricks Enters. Inc. (P)</i>	For Hendricks Holding Co.: Paul W. Schwarzenbart, <b>Lee Kilkelly Paulson &amp; Younger S.C./Madison, Wis.</b> , 608-256-9046
Travelers Prop. Cas. Co. of Am.	<b>Carolina Cas. Ins. Co. v. Travelers Prop. Cas. Co. of Am.</b> , No. 09-CV-4871 (D.N.J. filed 9/23/09)	For Carolina Cas. Ins. Co.: Deborah M. Mulvey, <b>Segal McCambridge Singer &amp; Mahoney/Jersey City, N.J.</b> , 201-209-0393
	<b>Mericle v. Travelers Prop. Cas. Co. of Am.</b> , No. 09-CV-1867 (M.D. Pa. filed 9/28/09), <i>Other Parties: Mericle Constr. Inc. (P)</i>	For Robert K. Mericle: Kimberly D. Borland, <b>Borland &amp; Borland/Wilkes-Barre, Pa.</b> , 570-822-3311
W. Heritage Ins. Co.	<b>Axis Surplus Ins. Co. v. Super. Mortgage Servs. Inc.</b> , No. 09-CV-1960 (M.D. Fla. filed 9/24/09), <i>Other Parties: W. Heritage Ins. Co. (D)</i>	For Axis Surplus Ins. Co.: Efrain Carlos, <b>Fowler White Burnett P.A./Ft. Lauderdale, Fla.</b> , 954-377-8100

Source: *Insurance Law & Litigation Week* research. (P) = plaintiff, (D) = defendant.\*

## Docket★Trak™ - Part III

# Transfers Into Federal Courts

Declaratory Actions Transferred Into The Federal District Courts\*

Insurance Company Parties	Citation	Court Of Original Filing	Counsel
Allstate Ins. Co.	<b>Champagne v. Allstate Ins. Co.</b> , No. 09-CV-6489 (E.D. La. filed 9/24/09)	La. Dist. Ct., Terrebone Parish, No. 0158263 A	For Allstate Ins. Co.: Gerald J. Nielsen, <b>Nielsen Law Firm/</b> Metairie, La., 504-837-2500; For Jason Champagne: Richard Hobbs Barker IV, New Orleans, 504-581-7050
	<b>McNaughton v. Allstate Ins. Co.</b> , No. 09-CV-13813 (E.D. Mich. filed 9/28/09)	Mich. Cir. Ct., Wayne Cty., No. 09-015863-NF	For Allstate Ins. Co.: Donald C. Brownell, <b>Vandever Garzia/</b> Troy, Mich., 248-312-2800; For Gerald McNaughton: Marc J. Shefman, <b>Marc J. Shefman Assocs./</b> Royal Oak, Mich., 248-298-3003
	<b>Monk v. Allstate Ins. Co.</b> , No. 09-CV-1906 (N.D. Ala. filed 9/25/09)	Ala. Cir. Ct., Bibb Cty., No. CV-09-900061	For Allstate Ins. Co.: Gordon J. Brady III, <b>Huie Fernambucq &amp; Stewart L.L.P./</b> Birmingham, Ala., 205-251-1193; For Charles Monk: R. Matt Glover, <b>Prine-Glover Law Group P.C./</b> Tuscaloosa, Ala., 205-345-1234
	<b>Ordoyne v. Allstate Ins. Co.</b> , No. 09-CV-6485 (E.D. La. filed 9/24/09)	La. Dist. Ct., Lafourche Parish, No. 112709 A	For Allstate Ins. Co.: Francis Xavier Neuner Jr., <b>Laborde &amp; Neuner/Lafayette</b> , La., 337-237-7000; For Terry Ordoyne: Patrick M. Amedee, Thibodaux, La., 985-446-4811
	<b>Polkey v. Allstate Ins. Co.</b> , No. 09-CV-6458 (E.D. La. filed 9/25/09)	La. Dist. Ct., Jefferson Parish, No. 677-734	For Allstate Ins. Co.: Gerald J. Nielsen, <b>Nielsen Law Firm/</b> Metairie, La., 504-837-2500; For Monica Polkey: G. Patrick Hand Jr., <b>Hand Law Firm A.P.L.C./</b> Gretna, La., 504-362-5893
	<b>Ponce v. Allstate Ins. Co.</b> , No. 09-CV-6479 (E.D. La. filed 9/24/09)	La. Dist. Ct., Jefferson Parish, No. 676-996 G	For Allstate Ins. Co.: James L. Donovan Jr., <b>Donovan &amp; Lawler/</b> Metairie, La., 504-454-6808; For Maria Ponce: Jeffrey P. Berniard, <b>Berniard Law Firm L.L.C./</b> New Orleans, 504-527-6225
	<b>Tomczak v. Allstate Ins. Co.</b> , No. 09-CV-4425 (E.D. Pa. filed 9/29/09)	Pa. C.P., Philadelphia Cty., No. 090800789	For Allstate Ins. Co.: Mark J. Levin, <b>Ballard Spahr Andrews &amp; Ingersoll/</b> Philadelphia, 215-864-8235; For Jeffrey Tomczak: Joseph A. Zenstein, <b>Zenstein Gallant &amp; Parlow P.C./</b> Philadelphia, 215-568-2900
Allstate Prop. & Cas. Ins. Co.	<b>Bahner v. Allstate Prop. &amp; Cas. Ins. Co.</b> , No. 09-CV-1378 (W.D. Wash. filed 9/29/09)	Wash. Super. Ct., King Cty., No. 09-00002-31754-2	For Allstate Prop. & Cas. Ins. Co.: Jason E. Vacha, <b>Reed McClure/</b> Seattle, 206-386-7017; For Ashley Bahner: Nathan Paul Roberts, <b>Connelly Law Offices/</b> Tacoma, Wash., 253-593-5100
Allstate Tex. Lloyd's	<b>Landreth v. Allstate Tex. Lloyd's</b> , No. 09-CV-0254 (S.D. Tex. filed 9/28/09)	Tex. Dist. Ct., Nueces Cty., No. 09-03324-F	For Allstate Tex. Lloyd's: Larry J. Goldman, <b>Goldman Pennebaker &amp; Phipps P.C./</b> San Antonio, 210-340-9800; For Scott E. Landreth: Scott Earl Landreth, <b>Wood Boykin &amp; Wolter/</b> Corpus Christi, Tex., 361-888-9201
Am. Bankers Ins. Co. of Fla.	<b>Bennett v. Am. Bankers Ins. Co. of Fla.</b> , No. 09-CV-1668 (W.D. La. filed 9/23/09)	La. Dist. Ct., St. Mary Parish, No. 120593	For Am. Bankers Ins. Co. of Fla.: Gordon P. Serou Jr., New Orleans, 504-299-3421; For Helen Bennett: Albert J. Nicaud, <b>Nicaud Sunseri &amp; Fradella/</b> Metairie, La., 504-837-1304
Am. Commerce Ins. Co.	<b>Byte v. Am. Commerce Ins. Co.</b> , No. 09-CV-0365 (E.D. Okla. filed 9/23/09)	Okla. Dist. Ct., Wagoner Cty., No. 08-CJ-1068	For Am. Commerce Ins. Co.: Jason L. Glass, <b>Richards &amp; Connor/</b> Tulsa, Okla., 918-585-2394; For Michelle Lynne Byte: Scott D. Hjelm, <b>Elias &amp; Hjelm/</b> Tulsa, Okla., 918-599-9090
Am. Family Mut. Ins. Co.	<b>Willems v. Am. Family Mut. Ins. Co.</b> , No. 09-CV-2008 (D. Ariz. filed 9/24/09)	Ariz. Super. Ct., Maricopa Cty., No. CV09-027343	For Am. Family Mut. Ins. Co.: David D. Garner, <b>Lewis &amp; Roca L.L.P./</b> Phoenix, 602-262-5335; For Troy Willems: Charles J. Surrano III, <b>Surrano Law Offices/</b> Phoenix, 602-264-1077
Am. Gen. Life & Accident Ins. Co.	<b>Tatum v. Am. Gen. Life &amp; Accident Ins. Co.</b> , No. 09-CV-0113 (M.D. Ga. filed 9/25/09)	Ga. Super. Ct., Clarke Cty., No. SU09-CV-2012-SW	For Am. Gen. Life & Accident Ins. Co.: Alycen A. Moss, Atlanta, 404-962-1000; For Charles H. Tatum: Bryan K. Webb, Athens, Ga., 706-546-1395
Am. Home Assur. Co.	<b>Am. Home Assur. Co. v. Hartford Fire Ins. Co.</b> , No. 09-CV-13794 (E.D. Mich. filed 9/25/09)	Mich. Cir. Ct., Livingston Cty., No. 09-24681-CK	For Am. Home Assur. Co.: Philip G. Meyer, Farmington Hill, Mich., 248-737-0700; For Hartford Fire Ins. Co.: Michael T. Small, <b>Harvey Kruse P.C./</b> Grand Rapids, Mich., 616-771-0050
Am. Nat'l Prop. & Cas. Co.	<b>Cohn v. Am. Nat'l Prop. &amp; Cas. Co.</b> , No. 09-CV-0055 (D. Mont. filed 9/24/09)	Mont. Dist. Ct., Lewis & Clark Cty., No. CDV-2009-762	For Am. Nat'l Prop. & Cas. Co.: Allan H. Baris, <b>Moore O'Connell &amp; Refling P.C./</b> Bozeman, Mont., 406-587-5511; For Thomas Cohn: John C. Doubek, <b>Doubek &amp; Pyter/</b> Helena, Mont., 406-442-7830
Am. Sec. Ins. Co.	<b>Truong v. Am. Sec. Ins. Co.</b> , No. 09-CV-0792 (M.D. La. filed 9/23/09)	La. Dist. Ct., E. Baton Rouge Parish, No. C581395	For Am. Sec. Ins. Co.: David P. Salley, <b>Salley Hite &amp; Mercer L.L.C./</b> New Orleans, 504-566-8801; For Hung Truong: Carl N. Finley, Metairie, La., 504-754-2433

Source: *Insurance Law & Litigation Week* research. (P) = plaintiff, (D) = defendant.\*

## Docket★Trak™ - Part III

### Transfers Into Federal Courts (continued)

Insurance Company Parties	Citation	Court Of Original Filing	Counsel
Am. W. Home Ins. Co.	<b>Kirundi v. Am. W. Home Ins. Co.</b> , No. 09-CV-0442 (N.D. Ind. filed 9/23/09), <i>Other Parties: Am. Modern Ins. Group (D)</i>	Ind. Super. Ct., St. Joseph Cty., No. 71D07-0907-PL-199	For Am. W. Home Ins. Co.: Gene A. Pinkus, <b>Kopka Pinkus Dolin &amp; Eads P.C./</b> Crown Point, Ind., 219-794-1888; For Joel K. Kirundi: Donald E. Wertheimer, S. Bend, Ind., 574-288-6866
Am. Zurich Ins. Co.	<b>Am. Zurich Ins. Co. v. Progressive Nw. Ins. Co.</b> , No. 09-CV-0070 (D. Mont. filed 9/28/09)	Mont. Dist. Ct., Gallatin Cty., No. DV-09-779b	For Am. Zurich Ins. Co.: Lyman H. Bennett III, Bozeman, Mont., 406-522-0743; For Progressive Nw. Ins. Co.: Mark S. Williams, <b>William Law Firm/</b> Missoula, Mont., 406-721-4350
Arch Ins. Co.	<b>Arch Ins. Co. v. America's Best Serv. Inc.</b> , No. 09-CV-6591 (E.D. La. filed 9/29/09), <i>Other Parties: Auto-Owners Ins. Co. (D); Gootee Constr. Inc. (P)</i>	La. Dist. Ct., Orleans Parish, No. 09-09812	For Arch Ins. Co.: Chris Aubert, <b>Aubert Law Firm/</b> Covington, La., 985-809-2000; For America's Best Serv. Inc.: Christopher A. D'Amour, <b>Adams &amp; Reese L.L.P./</b> New Orleans, 504-585-0327
Assur. Co. of Am.	<b>AADH L.L.C. v. Assur. Co. of Am.</b> , No. 09-CV-2234 (N.D. Ohio filed 9/28/09)	Ohio C.P., Cuyahoga Cty., No. CV 09 701935	For Assur. Co. of Am.: Gary S. Greenlee, <b>Ulmer &amp; Berne/</b> Cleveland, 216-583-7090; For AADH L.L.C.: Edward W. Cochran, Shaker Heights, Ohio, 216-751-5546
Axis Surplus Ins. Co.	<b>Dixie Mill Supply Co. v. Axis Surplus Ins. Co.</b> , No. 09-CV-6467 (E.D. La. filed 9/23/09), <i>Other Parties: Dixie Mill Inc. (P)</i>	La. Dist. Ct., Orleans Parish, No. 09-09152 B	For Axis Surplus Ins. Co.: Peter Joseph Wanek, <b>McCranie Sistrunk Anzelmo Hardy &amp; McDaniel/</b> Metairie, La., 504-831-0946; For Dixie Mill Supply Co. Inc.: James Johnston Morse Jr., <b>James J. Morse P.L.C./</b> New Orleans, 504-566-1805
Blue Cross Blue Shield of Tex.	<b>Loosier v. Blue Cross Blue Shield of Tex.</b> , No. 09-CV-0419 (E.D. Tex. filed 9/23/09)	Tex. Dist. Ct., Smith Cty., No. 09-2216-A	For Blue Cross Blue Shield of Tex.: John Barret Scott, <b>Scott Yung L.L.P./</b> Dallas, 214-220-0422; For Amy Loosier: Lauren Furey Bagley, <b>Sloan Bagley Hatcher &amp; Perry/</b> Longview, Tex., 903-757-7000
Certain Underw'rs at Lloyd's, London	<b>Sky View Terrace Apts. Ltd. P'ship v. Certain Underw'rs at Lloyd's, London</b> , No. 09-CV-6484 (E.D. La. filed 9/24/09)	La. Dist. Ct., Orleans Parish, No. 09-08716 EZ	For Certain Underw'rs at Lloyd's, London: Marshall McAlis Redmon, <b>Phelps Dunbar L.L.P./</b> Baton Rouge, La., 225-346-0285; For Sky View Terrace Apts. Ltd. P'ship: Sidney A. Cotlar, <b>Herman Herman Katz &amp; Cotlar L.L.P./</b> New Orleans, 504-581-4892
Cont'l Cas. Co.	<b>Barrister Global Servs. Network Inc. v. Cont'l Cas. Co.</b> , No. 09-CV-6475 (E.D. La. filed 9/23/09)	La. Dist. Ct., Tangipahoa Parish, No. 09-03138 B	For Cont'l Cas. Co.: John William Waters Jr., <b>Bienvenu Foster Ryan &amp; O'Bannon/</b> New Orleans, 504-581-2146; For Barrister Global Servs. Network Inc.: Stephen C. Aertker Jr., <b>Huval Veazey Felder Aertker &amp; Renegar L.L.C./</b> Covington, La., 985-809-3800
	<b>Cowiche Growers Inc. v. Cont'l Cas. Co.</b> , No. 09-CV-3093 (E.D. Wash. filed 9/23/09)	Wash. Super. Ct., Yakima Cty., No. 09-00002-03131	For Cont'l Cas. Co.: John A. Bennett, <b>Bullivant Houser Bailey P.C./</b> Portland, Or., 503-228-6351; For Cowiche Growers Inc.: John Jay Carroll, <b>Velikanje Halverson P.C./</b> Yakima, Wash., 509-248-6030
	<b>Powell v. Cont'l Cas. Co.</b> , No. 09-CV-0710 (S.D. Ohio filed 9/28/09), <i>Other Parties: CNA Ins. Cos. (D)</i>	Ohio C.P., Hamilton Cty., No. A0908251	For Cont'l Cas. Co.: Richard D. Porotsky Jr., <b>Dinsmore &amp; Shohl/</b> Cincinnati, 513-977-8200; For Katherine Powell: Kevin Kenneth Frank, <b>Wood &amp; Lamping/</b> Cincinnati, 513-852-6000
CUNA Mut. Ins. Soc'y	<b>Londregan v. CUNA Mut. Ins. Soc'y</b> , No. 09-CV-1540 (D. Conn. filed 9/29/09)	Conn. Super. Ct., New London Cty.	For CUNA Mut. Ins. Soc'y: Emily A. Hayes, <b>Wilson Elser Moskowitz Edelman &amp; Dicker L.L.P./</b> White Plains, N.Y., 914-323-7000; For Shirley Londregan: Thomas J. Londregan, <b>Conway &amp; Londregan/</b> New London, Conn., 860-447-3171
Empire Fire & Marine Ins. Co.	<b>Hamide v. Empire Fire &amp; Marine Ins. Co.</b> , No. 09-CV-6593 (E.D. La. filed 9/29/09)	La. Dist. Ct., Jefferson Parish, No. 677328 E	For Empire Fire & Marine Ins. Co.: Dominic J. Ovella, <b>Hailey McNamara Hall Larmann &amp; Papale/</b> Metairie, La., 504-836-6500; For Omar Hamide: Roderick Alvendia, <b>Alvendia Kelly &amp; Demarest L.L.C./</b> New Orleans, 504-482-5811
	<b>Lee v. Empire Fire &amp; Marine Ins. Co.</b> , No. 09-CV-6562 (E.D. La. filed 9/28/09)	La. Dist. Ct., Orleans Parish, No. 09-07775 L	For Empire Fire & Marine Ins. Co.: Dominic J. Ovella, <b>Hailey McNamara Hall Larmann &amp; Papale/</b> Metairie, La., 504-836-6500; For Paul Lee Jr.: Lawrence J. Centola Jr., New Orleans, 504-525-1944
Empire Indem. Ins. Co.	<b>Allen v. Empire Indem. Ins. Co.</b> , No. 09-CV-0810 (M.D. La. filed 9/29/09)	La. Dist. Ct., W. Baton Rouge Parish, No. 38042	For Empire Indem. Ins. Co.: Dominic J. Ovella, <b>Hailey McNamara Hall Larmann &amp; Papale/</b> Metairie, La., 504-836-6500; For Tiffany K. Allen: Matthew Edward Lundy, <b>Lundy Lundy Soileau &amp; South/</b> Lake Charles, 337-439-0707
	<b>Southall v. Empire Indem. Ins. Co.</b> , No. 09-CV-6592 (E.D. La. filed 9/29/09)	La. Dist. Ct., LaFourche Parish, No. 112822 E	For Empire Indem. Ins. Co.: Dominic J. Ovella, <b>Hailey McNamara Hall Larmann &amp; Papale/</b> Metairie, La., 504-836-6500; For Roberta R. Southall: Earl G. Perry Jr., <b>Gauthier Houghtaling &amp; Williams/</b> Metairie, La., 504-456-8600

Source: Insurance Law & Litigation Week research. (P) = plaintiff, (D) = defendant.\*

## Docket★Trak™ - Part III

### Transfers Into Federal Courts (continued)

Insurance Company Parties	Citation	Court Of Original Filing	Counsel
Employers Ins. Co. of Wausau	<b>Cone Fin. Group v. Employers Ins. Co. of Wausau</b> , No. 09-CV-0118 (M.D. Ga. filed 9/28/09)	Ga. Super. Ct., Thomas Cty., No. 09-CV-1186	For Employers Ins. Co. of Wausau: G. Mason White, Savannah, Ga., 912-233-3399; For Cone Fin. Group Inc.: Harold W. Whiteman, Atlanta, 404-365-0102
Encompass Indem. Co.	<b>Salas v. Encompass Indem. Co.</b> , No. 09-CV-1886 (D. Nev. filed 9/25/09)	Nev. Dist. Ct., Clark Cty., No. A589077	For Encompass Indem. Co.: Christopher M. Keller, <b>Pyatt Silvestri &amp; Hanlon</b> /Las Vegas, 702-383-6000; For Manual Salas: Laura M. Hunt, <b>Laura Hunt P.C.</b> /Las Vegas, 702-450-4868
Euler Hermes Am. Credit Indem. Co.	<b>Impero Elecs. Inc. v. Euler Hermes Am. Credit Indem. Co.</b> , No. 09-CV-6028 (N.D. Ill. filed 9/28/09)	Ill. Cir. Ct., Cook Cty., No. 2009-L-010044	For Euler Hermes Am. Credit Indem. Co.: Kevin J. Kuhn, <b>Vedder Price P.C.</b> /Chicago, 312-609-7500; For Impero Elecs. Inc.: Aladar F. Siles, Inverness, Ill., 224-836-3255
Fed. Ins. Co.	<b>Miller v. Fed. Ins. Co.</b> , No. 09-CV-3086 (S.D. Tex. filed 9/23/09)	Tex. Dist. Ct., Ft. Bend Cty., No. 09-172351	For Fed. Ins. Co.: Robert C. McCabe, <b>Oldenettel &amp; McCabe</b> /Houston, 713-622-9220; For Michelle Miller: Jeff D. Crawford, <b>Crawford Law Firm</b> /Houston, 713-871-9011
Federated Mut. Ins. Co.	<b>Federated Mut. Ins. Co. v. Pactiv Corp.</b> , No. 09-CV-0073 (W.D. Va. filed 9/24/09)	Va. Cir. Ct., Harrisonburg Cty., No. 08-79	For Federated Mut. Ins. Co.: Diane Updegraff Montgomery, <b>Midkiff Muncie &amp; Ross P.C.</b> /Richmond, Va., 804-560-9600
Fid. Nat'l Prop. & Cas. Ins. Co.	<b>Brodsky v. Fid. Nat'l Prop. &amp; Cas. Ins. Co.</b> , No. 09-CV-6468 (E.D. La. filed 9/23/09), <i>Other Parties: Armed Forces Ins. Agency Inc. (D)</i>	La. Dist. Ct., St. Tammany Parish, No. 09-15208 I	For Fid. Nat'l Prop. & Cas. Ins. Co.: Gerald J. Nielsen, <b>Nielsen Law Firm</b> /Metairie, La., 504-837-2500; For Kenneth Brodsky: John Stafford Lawrence Jr., <b>Lawrence &amp; Assocs./Mandeville, La.</b> , 985-674-4446
	<b>Jackson v. Fid. Nat'l Prop. &amp; Cas. Ins. Co.</b> , No. 09-CV-6583 (E.D. La. filed 9/29/09)	La. Dist. Ct., Jefferson Parish, No. 677-381 J	For Fid. Nat'l Prop. & Cas. Ins. Co.: Gerald J. Nielsen, <b>Nielsen Law Firm</b> /Metairie, La., 504-837-2500; For Mary O. Jackson: Peter T. Dazzio, <b>Watson Blanche Wilson &amp; Posner</b> /Baton Rouge, La., 225-387-5511
	<b>Pablo v. Fid. Nat'l Prop. &amp; Cas. Ins. Co.</b> , No. 09-CV-6516 (E.D. La. filed 9/25/09)	La. Dist. Ct., St. Tammany Parish, No. 09-15159 B	For Fid. Nat'l Prop. & Cas. Ins. Co.: Gerald J. Nielsen, <b>Nielsen Law Firm</b> /Metairie, La., 504-837-2500; For Viola Pablo: Shawn Thomas Deggins, <b>Deggins &amp; Assocs. L.L.C.</b> /New Orleans, 504-208-9223
Fireman's Fund County Mut. Ins. Co.	<b>Gross v. Fireman's Fund County Mut. Ins. Co.</b> , No. 09-CV-1825 (N.D. Tex. filed 9/28/09), <i>Other Parties: Ochoa Trucking (D)</i>	Tex. Dist. Ct., Dallas Cty., No. 09-10872	For Fireman's Fund County Mut. Ins. Co.: David A. McFarland, <b>Thompson Coe</b> /Dallas, 214-871-8292; For Robert Gross: Stephen R. Goetzmann, Dallas, 214-739-4334
Fireman's Fund Ins. Co.	<b>Advantage Hous. Inc. v. Fireman's Fund Ins. Co.</b> , No. 09-CV-6518 (E.D. La. filed 9/25/09), <i>Other Parties: TBS Ins. Agency Servs. Inc. (D); Textron Fin. Corp. (D)</i>	La. Dist. Ct., St. Bernard Parish, No. 114-219 E	For Fireman's Fund Ins. Co.: C. Michael Pfister, <b>Duplass Zwain Bourgeois Morton Pfister &amp; Weinstock</b> /Metairie, La., 504-832-3700; For TBS Ins. Agency Servs. Inc.: Hervin A. Guidry, <b>Bastian &amp; Assocs./New Orleans</b> , 504-527-5550; For Advantage Hous. Inc.: Jacob A. Airey, <b>Airey &amp; Blanchard L.C./Slidell, La.</b> , 985-641-4010; For Textron Fin. Corp.: Carol Welborn Reisman, <b>Liskow &amp; Lewis</b> /New Orleans, 504-566-4193
Ft. Dearborn Life Ins. Co.	<b>Miller v. Ft. Dearborn Life Ins. Co.</b> , No. 09-CV-1921 (N.D. Ala. filed 9/28/09)	Ala. Cir. Ct., Jefferson Cty., No. CV-09-902781	For Ft. Dearborn Life Ins. Co.: Christian W. Hancock, <b>Bradley Arant Boulton Cummings L.L.P.</b> /Charlotte, N.C., 704-338-6000; For Barry Miller: Mark W. Lee, <b>Parsons Lee &amp; Juliano P.C.</b> /Birmingham, Ala., 205-326-6600
GEICO Gen. Ins. Co.	<b>Major v. GEICO Gen. Ins. Co.</b> , No. 09-CV-4432 (E.D. Pa. filed 9/29/09)	Pa. C.P., Philadelphia Cty., No. 00090804323	For GEICO Gen. Ins. Co.: Platte B. Moring III, <b>White &amp; Williams L.L.P.</b> /Allentown, Pa., 610-782-4948; For Archima Major: Penny Scott-Sedley, Philadelphia, 215-334-4313
	<b>McKinney v. GEICO Gen. Ins. Co.</b> , No. 09-CV-2001 (D. Ariz. filed 9/24/09)	Ariz. Super. Ct., Maricopa Cty., No. CV09-024974	For GEICO Gen. Ins. Co.: Sanford K. Gerber, <b>Jones Skelton &amp; Hochuli P.L.C.</b> /Phoenix, 602-263-1761; For Roy M. McKinney: Trey Dayes, <b>Phillips &amp; Assocs./Phoenix</b> , 602-258-8900
GEICO Indem. Co.	<b>Gorail v. GEICO Indem. Co.</b> , No. 09-CV-2037 (D. Ariz. filed 9/29/09)	Ariz. Super. Ct., Maricopa Cty., No. CV09-092937	For GEICO Indem. Co.: Sanford K. Gerber, <b>Jones Skelton &amp; Hochuli P.L.C.</b> /Phoenix, 602-263-1761; For Franko Gorail: Jacob R. Podolsky, <b>Wattel &amp; York L.L.C./Chandler, Ariz.</b> , 480-222-2020
Gen. Ins. Co. of Am.	<b>Kanard v. Gen. Ins. Co. of Am.</b> , No. 09-CV-0367 (E.D. Okla. filed 9/24/09)	Okla. Dist. Ct., Seminole Cty., No. S-CJ-09-00009	For Gen. Ins. Co. of Am.: J. Derrick Teague, <b>Jennings Cook &amp; Teague</b> /Oklahoma City, 405-609-6000; For Tommy Kanard: Jack Mattingly Sr., <b>Mattingly Law Firm P.C./Seminole, Okla.</b> , 405-382-3333
Geovera Specialty Ins. Co.	<b>Hamad v. Geovera Specialty Ins. Co.</b> , No. 09-CV-6558 (E.D. La. filed 9/28/09)	La. Dist. Ct., Jefferson Parish, No. 667-170 D	For Geovera Specialty Ins. Co.: Scott Glynn Jones, <b>Inabnet &amp; Jones L.L.C./Mandeville, La.</b> , 985-624-9920; For Akram Hamad: Brian J. Houghtaling, <b>Gauthier Houghtaling &amp; Williams</b> /Metairie, La., 504-456-8600

Source: Insurance Law & Litigation Week research. (P) = plaintiff, (D) = defendant.\*

## Docket★Trak™ - Part III

### Transfers Into Federal Courts (continued)

Insurance Company Parties	Citation	Court Of Original Filing	Counsel
<b>Geovera Specialty Ins. Servs. Inc.</b>	<b>Mumma v. Geovera Specialty Ins. Servs. Inc.</b> , No. 09-CV-1946 (M.D. Fla. filed 9/24/09)	Fla. Cir. Ct., Pasco Cty., No. 51-09-CA-4683-WS/H	For Geovera Specialty Ins. Servs. Inc.: Andrew C. Eckhoff, <b>Terrana Perez &amp; Salgado</b> /Tampa, Fla., 813-288-8489; For James Mumma: Jean Frances Niven, <b>Merlin Law Group P.A.</b> /Tampa, Fla., 813-229-1000
<b>Great Am. Ins. Co.</b>	<b>Duval Motor Co. v. Dell Fin. L.L.C.</b> , No. 09-CV-13788 (E.D. Mich. filed 9/25/09), <i>Other Parties: Va. Sur. Co. (D); Great Am. Ins. Co. (D); Dell Fin. L.L.C. (D); Auto Save L.L.C. (D)</i>	U.S.D.C., M.D. Fla., No. 08-02476	For Va. Sur. Co.: William Cooper Guerrant, <b>Hill Ward Henderson</b> /Tampa, Fla., 813-221-3900; For Great Am. Ins. Co.: Efrain Carlos, <b>Fowler White Burnett P.A.</b> /Ft. Lauderdale, Fla., 954-377-8116; For Duval Motor Co.: Andrew S. Bolin, <b>MacFarlane Ferguson &amp; McMullen P.A.</b> /Tampa, Fla., 813-273-4200; For Dell Fin. L.L.C.: Derek S. Wilczynski, <b>Blanco Wilczynski</b> /Troy, Mich., 248-519-9000
	<b>Washington v. Great Am. Ins. Co.</b> , No. 09-CV-13823 (E.D. Mich. filed 9/28/09)	Mich. Cir. Ct., Wayne Cty., No. 09-021057-NF	For Great Am. Ins. Co.: Hans H.J. Pijls, <b>Plunkett &amp; Cooney</b> /Detroit, 313-983-4846; For William Washington: Kevin W. Geer, <b>Gordon &amp; Gordon</b> /Southfield, Mich., 248-424-8844
<b>Hartford Ins. Co. of the Midwest</b>	<b>Ballance v. Hartford Ins. Co. of the Midwest</b> , No. 09-CV-1934 (M.D. Fla. filed 9/23/09)	Fla. Cir. Ct., Hernando Cty., No. CA-09-2869	For Hartford Ins. Co. of the Midwest: David W. Molhem, <b>Mitchell L. Fraley P.A.</b> /Tampa, Fla., 813-251-6868; For Nancy Ballance: Ronald S. Haynes, Brandon, Fla., 813-653-0330
	<b>Waltermire v. Hartford Ins. Co. of the Midwest</b> , No. 09-CV-1882 (D. Nev. filed 9/25/09)	Nev. Dist. Ct., Clark Cty., No. A595732	For Hartford Ins. Co. of the Midwest: Darren T. Brenner, <b>Lewis &amp; Roca L.L.P.</b> /Las Vegas, 702-949-8278; For Heidi Waltermire: Robert E. Marshall, Las Vegas, 702-474-0100
<b>Hartford Life &amp; Accident Ins. Co.</b>	<b>Foley v. Hartford Life &amp; Accident Ins. Co.</b> , No. 09-CV-2286 (D. Colo. filed 9/24/09)	Colo. Dist. Ct., Adams Cty., No. 09CV1524	For Hartford Life & Accident Ins. Co.: Kevin E. O'Brien, <b>Hall &amp; Evans L.L.C.</b> /Denver, 303-628-3300; For Cynthia Foley: Shawn E. McDermott, <b>Shawn E. McDermott L.L.C.</b> /Denver, 303-964-1800
	<b>Henderson v. Hartford Life &amp; Accident Ins. Co.</b> , Nos. 09-CV-2273, 2276 (D. Colo. filed 9/23/09), <i>Other Parties: Monumental Life Ins. Co. (D)</i>	Colo. Dist. Ct., El Paso Cty., No. 09CV5055	For Hartford Life & Accident Ins. Co.: Michael S. Beaver, <b>Holland &amp; Hart L.L.P.</b> /Greenwood Vill., Colo., 303-290-1600; For Monumental Life Ins. Co.: James E. Gigax, <b>Bloom Murr &amp; Accomazzo P.C.</b> /Denver, 303-534-2277; For Tammy Henderson: Durant D. Davidson, <b>Robert J. Anderson, Law Offices of/</b> Colorado Springs, Colo., 719-473-3040
<b>Hartford Life Ins. Co.</b>	<b>Tarver v. Hartford Life Ins. Co.</b> , No. 09-CV-1044 (W.D. Okla. filed 9/23/09)	Okla. Dist. Ct., Tex. Cty., No. CJ-09-00027	For Hartford Life Ins. Co.: Timothy A. Carney, <b>Gable &amp; Gotwals</b> /Tulsa, Okla., 918-595-4800; For Donna Tarver: Duke Halley, <b>Halley &amp; Talbot Law Firm</b> /Oklahoma City, 405-602-5600
<b>Hartford Underw'rs Ins. Co.</b>	<b>Lucero v. Hartford Underw'rs Ins. Co.</b> , No. 09-CV-0352 (W.D. Tex. filed 9/25/09)	Tex. Law. Ct. No. 7, El Paso Cty., No. 09-04116	For Hartford Underw'rs Ins. Co.: David L. Brenner, <b>Burns Anderson Jury &amp; Brenner</b> /Austin, Tex., 512-338-5322; For Elsa Lucero: James F. Scherr, El Paso, Tex., 915-544-0100
<b>Infinity Sur. Agency L.L.C.</b>	<b>Home Solutions Restoration of La. Inc. v. Infinity Sur. Agency L.L.C.</b> , No. 09-CV-6483 (E.D. La. filed 9/24/09), <i>Other Parties: Infinity Sur. of La. Inc. (D)</i>	La. Dist. Ct., Orleans Parish, No. 09-08530 E	For Infinity Sur. Agency L.L.C.: Shelton Dennis Blunt, <b>Phelps Dunbar L.L.P.</b> /Baton Rouge, La., 225-346-0285; For Home Solutions Restoration of La. Inc.: Christopher A. D'Amour, <b>Adams &amp; Reese L.L.P.</b> /New Orleans, 504-585-0327
<b>Lexington Ins. Co.</b>	<b>Hous. Auth. of City of Donaldsonville v. Lexington Ins. Co.</b> , No. 09-CV-0805 (M.D. La. filed 9/29/09)	La. Dist. Ct., Ascension Parish, No. 93685 Sec. C	For Lexington Ins. Co.: Robert I. Siegel, <b>Gieger Laborde &amp; Laperouse L.L.C.</b> /New Orleans, 504-561-0400; For Hous. Auth. of City of Donaldsonville: Jeffrey Michael Heggelund, <b>Marvin Gros A.P.L.C.</b> /Donaldsonville, La., 225-473-7868
	<b>Iudice v. Lexington Ins. Co.</b> , No. 09-CV-1632 (M.D. Fla. filed 9/23/09)	Fla. Cir. Ct., Orange Cty., No. 09-CA-27185	For Lexington Ins. Co.: Janet L. Brown, <b>Boehm Brown Fischer Harwood Kelly &amp; Scheiing P.A.</b> /Orlando, Fla., 407-660-0990; For Francisco Iudice: Michael D. Cerasa, <b>Colling Gilbert Wright &amp; Carter</b> /Orlando, Fla., 407-712-7300
	<b>Miller v. Lexington Ins. Co.</b> , No. 09-CV-6517 (E.D. La. filed 9/25/09)	La. Dist. Ct., Jefferson Parish, No. 676-611 G	For Lexington Ins. Co.: Paul Villere Lagarde, <b>Alford Clausen &amp; McDonald L.L.C.</b> /Mobile, Ala., 251-432-1600; For Andrew Miller: J. Douglas Sunseri, <b>Nicaud &amp; Sunseri L.L.C.</b> /Metairie, La., 504-837-1304
	<b>Villas at Univ. Square Condo. Ass'n Inc. v. Lexington Ins. Co.</b> , No. 09-CV-22904 (S.D. Fla. filed 9/28/09)	Fla. Cir. Ct., Dade Cty., No. 09-62578	For Lexington Ins. Co.: Jeffrey Michael Cohen, <b>Carlton Fields</b> /Miami, 305-530-0050; For Villas at Univ. Square Condo. Ass'n Inc.: Kenneth Robert Duboff, Miami, 305-899-0085
<b>Liberty Mut. Fire Ins. Co.</b>	<b>Nader v. Liberty Mut. Fire Ins. Co.</b> , No. 09-CV-6476 (E.D. La. filed 9/23/09)	La. Dist. Ct., St. Tammany Parish, No. 06-13961 F	For Liberty Mut. Fire Ins. Co.: H. Minor Pipes III, <b>Barrasso Usdin Kupperman Freeman &amp; Sarver L.L.C.</b> /New Orleans, 504-589-9700; For James P. Nader: James Paul Nader, <b>Lobman Carnahan Batt Angelle &amp; Nader</b> /New Orleans, 504-586-9292

Source: Insurance Law & Litigation Week research. (P) = plaintiff, (D) = defendant.\*

## Docket★Trak™ - Part III

### Transfers Into Federal Courts (continued)

Insurance Company Parties	Citation	Court Of Original Filing	Counsel
Liberty Mut. Group Inc.	<b>Edwards v. Liberty Mut. Group</b> , No. 09-CV-1805 (N.D. Tex. filed 9/25/09)	Tex. Dist. Ct., Dallas Cty., No. 09-10869	For Liberty Mut. Group Inc.: Mark D. Tillman, <b>Sedgwick Detert Moran &amp; Arnold</b> /Dallas, 469-227-4618; For Billy Edwards: Stephen R. Goetzmann, Dallas, 214-739-4334
Liberty Mut. Ins. Co.	<b>Balczarek v. Liberty Mut. Ins. Co.</b> , No. 09-CV-4345 (E.D. Pa. filed 9/23/09), <i>Other Parties: Liberty Mut. Fire Ins. Co. (D)</i>	Pa. C.P., Bucks Cty., No. 2009-09372	For Liberty Mut. Ins. Co.: William C. Foster, <b>Marshall Dennehy Warner Coleman &amp; Goggin</b> /Philadelphia, 215-575-4551; For Susan Balczarek: William L. Goldman Jr., Doylestown, Pa., 215-348-2605
MetLife Inc.	<b>Gilberg v. MetLife Inc.</b> , No. 09-CV-1826 (D.D.C. filed 9/24/09), <i>Other Parties: New England Life Ins. Co. (D)</i>	D.C. Super. Ct., No. 09CA5707B	For MetLife Inc.: Gary N. Wilcox, <b>McCarter &amp; English L.L.P.</b> /Newark, N.J., 973-622-4444; For Donald Gilberg: Catherine D. Bertram, <b>Regan Zambri &amp; Long P.L.L.C.</b> /Washington, 202-463-3030
Metro. Life Ins. Co.	<b>Terry v. Metro. Life Ins. Co.</b> , No. 09-CV-13759 (E.D. Mich. filed 9/23/09)	Mich. Cir. Ct., Wayne Cty., No. 09-017348-CZ	For Metro. Life Ins. Co.: David M. Davis, <b>Hardy Lewis &amp; Page P.C.</b> /Birmingham, Mich., 248-645-0800; For Nicole Terry: Sheila A. Ross, Detroit, 313-680-1680
Mut. of Omaha	<b>Bishop v. Mut. of Omaha</b> , No. 09-CV-2684 (E.D. Cal. filed 9/25/09)	Cal. Super. Ct., Sacramento Cty., No. 09-02009-00055827	For Mut. of Omaha: Travis R. Wall, <b>Barger &amp; Wolen L.L.P.</b> /San Francisco, 415-743-3738; For Tracey Bishop: Alan M. Laskin, Sacramento, Cal., 916-329-9010
Mut. of Omaha Ins. Co.	<b>St. Cyr v. Mut. of Omaha Ins. Co.</b> , No. 09-CV-1642 (M.D. Fla. filed 9/24/09)	Fla. Cir. Ct., Brevard Cty., No. 2009-CA-52459	For Mut. of Omaha Ins. Co.: Wendy L. Furman, <b>Pett Furman P.L.</b> /Boca Raton, Fla., 561-994-4311; For Albert St. Cyr: Douglas R. Beam, <b>Douglas R. Beam P.A.</b> /Melbourne, Fla., 321-723-6591
Nationwide Ins. Co.	<b>Conolly v. Nationwide Ins. Co.</b> , No. 09-CV-4413 (E.D. Pa. filed 9/29/09)	Pa. C.P., Philadelphia Cty., July 2009 No. 3955	For Nationwide Ins. Co.: Bradley J. Vance, <b>Reger Rizzo Kavulich &amp; Darnall L.L.P.</b> /Philadelphia, 215-495-6500; For Arlene Conolly: Attarah B. Feenane, <b>Josel &amp; Feenane</b> /Philadelphia, 215-864-9300
Nat'l Cas. Ins. Co.	<b>Category 5 Mgmt. Group L.L.C. v. Nat'l Cas. Ins. Co.</b> , No. 09-CV-0633 (S.D. Ala. filed 9/28/09), <i>Other Parties: ACE Am. Ins. Co. (D); Colonel McCrary Trucking Inc. (D)</i>	Ala. Cir. Ct., Mobile Cty., No. CV-07-900950	For Nat'l Cas. Ins. Co.: Edgar M. Elliott IV, <b>Christian &amp; Small L.L.P.</b> /Birmingham, Ala., 205-795-6588; For ACE Am. Ins. Co.: M. Warren Butler, <b>Starnes &amp; Atchison L.L.P.</b> /Mobile, Ala., 251-433-6049; For Category 5 Mgmt. Group L.L.C.: Kevin F. Masterson, <b>Masterson &amp; Newell L.L.C.</b> /Mobile, Ala., 251-441-9955; For Colonel McCrary Trucking Inc.: Cooper C. Thurber, <b>Lyons Pipes &amp; Cook</b> /Mobile, Ala., 251-432-4481
Nat'l Prop. & Cas. Ins. Co.	<b>Cook v. Nat'l Prop. &amp; Cas. Ins. Co.</b> , No. 09-CV-1887 (N.D. Ala. filed 9/24/09)	Ala. Cir. Ct., Lawrence Cty., No. CV-09-102	For Nat'l Prop. & Cas. Ins. Co.: Kori L. Clement, <b>Hare Clement &amp; Duck P.C.</b> /Birmingham, Ala., 205-322-3040; For Jeremy H. Cook: Gary K. Grace, <b>Grace Matthews Grimes &amp; Debro L.L.C.</b> /Huntsville, Ala., 256-534-0491
Nat'l Sec. Group	<b>Prosperity Bank v. Nat'l Sec. Group</b> , No. 09-CV-3105 (S.D. Tex. filed 9/24/09)	Tex. Dist. Ct., Harris Cty., No. 09-44730	For Nat'l Sec. Group: William W. Pierson, <b>Royston Rayzor</b> /Corpus Christi, Tex., 361-884-8808; For Prosperity Bank: Boude E. Storey II, <b>Storey &amp; Denum</b> /Houston, 713-556-6684
Northland Ins. Co.	<b>Mouton v. Ruff</b> , No. 09-CV-1682 (W.D. La. filed 9/24/09), <i>Other Parties: Northland Ins. Co. (D); Dinkle Trucking L.L.C. (D)</i>	La. Dist. Ct., Calcasieu Parish, No. 09-004036-F	For Dinkle Trucking L.L.C.: Jeffrey M. Cole, <b>Plauche Smith &amp; Nieset</b> /Lake Charles, La., 337-436-0522; For David Mouton Sr.: Paul J. Cox, <b>Cox Cox Filo &amp; Camel</b> /Lake Charles, La., 337-436-6611
Ohio Cas. Ins. Co.	<b>Owners v. Ohio Cas. Ins. Co.</b> , No. 09-CV-0093 (W.D. Ky. filed 9/24/09), <i>Other Parties: Lexington Ins. Co. (D)</i>	Ky. Cir. Ct., Henderson Cty., No. 09-CI-00802	For Ohio Cas. Ins. Co.: Carrie A. Masters, <b>Reminger Co. L.P.A.</b> /Cincinnati, 513-721-1311; For Lexington Ins. Co.: Edward H. Stopher, <b>Boeghl Stopher &amp; Graves L.L.P.</b> /Louisville, Ky., 502-589-5980; For Randy Owens: John W. Tullis, Owensboro, Ky., 270-684-3188
	<b>TMM Invs. Ltd. v. Ohio Cas. Ins. Co.</b> , No. 09-CV-0423 (E.D. Tex. filed 9/25/09)	Tex. Dist. Ct., Smith Cty., No. 09-02207-B	For Ohio Cas. Ins. Co.: R. Brent Cooper, <b>Cooper &amp; Scully</b> /Dallas, 214-712-9501; For TMM Invs. Ltd.: Frank M. Mason, Longview, Tex., 903-297-9177
OneBeacon Am. Ins. Co.	<b>Archibald v. OneBeacon Am. Ins. Co.</b> , No. 09-CV-0128 (W.D. Ky. filed 9/25/09), <i>Other Parties: Neurological Consultants of Cape Girardeau (D); State Collection Inc. (D); St. Francis Med. Ctr. (D)</i>	Ky. Cir. Ct., Clinton Cty., No. 09-CI-140	For OneBeacon Am. Ins. Co.: Michael A. Owsley, <b>English Lucas Priest &amp; Owsley L.L.P.</b> /Bowling Green, Ky., 270-781-6500; For Thomas M. Archibald: Gary Alan Little, Albany, Ky., 606-387-6779
Pa. Life Ins. Co.	<b>King v. Pa. Life Ins. Co.</b> , No. 09-CV-13761 (E.D. Mich. filed 9/23/09)	Mich. Cir. Ct., Genesee Cty., No. 09-92130-CK	For Pa. Life Ins. Co.: Kevin S. Toll, <b>Sullivan Ward Asher &amp; Patton P.C.</b> /Southfield, Mich., 248-746-0700; For Charles E. King: Jose T. Brown, <b>Cline Cline &amp; Griffin</b> /Flint, Mich., 810-232-3141

Source: Insurance Law & Litigation Week research. (P) = plaintiff, (D) = defendant.\*

## Docket★Trak™ - Part III

### Transfers Into Federal Courts (continued)

Insurance Company Parties	Citation	Court Of Original Filing	Counsel
Pekin Life Ins. Co.	<b>Kopitzke v. Pekin Life Ins. Co.</b> , No. 09-CV-0131 (S.D. Ind. filed 9/28/09)	Ind. Cir. Ct., Jennings Cty., No. 40C01-0909-CT-307	For Pekin Life Ins. Co.: Robert Marc Chemers, <b>Pretzel &amp; Stouffer/Chicago</b> , 312-578-7548; For David Kopitzke: Michael Lee Rogers, <b>Rogers &amp; Belding/N. Vernon, Ind.</b> , 812-346-2139
Penn-Am. Ins. Co.	<b>Johnson v. Penn-Am. Ins. Co.</b> , No. 09-CV-3076 (S.D. Tex. filed 9/23/09)	Tex. Dist. Ct., Harris Cty., No. 09-52673	For Penn-Am. Ins. Co.: Michael W. McCoy, <b>Fowler Rodriguez/Houston</b> , 713-654-1560; For Dora Johnson: Wyatt David Snider, <b>Snider &amp; Byrd L.L.P./Beaumont, Tex.</b> , 409-924-9595
Progressive Cas. Ins. Co.	<b>Commercial Bancorp Inc. v. Progressive Cas. Ins. Co.</b> , No. 09-CV-1635 (M.D. Fla. filed 9/23/09)	Fla. Cir. Ct., Volusia Cty., No. 09-33261-CIC1	For Progressive Cas. Ins. Co.: Maria E. Trenzado, <b>Traub Lieberman Strauss &amp; Shrewsbury L.L.P./Altamonte Springs, Fla.</b> , 407-786-3700; For Commercial Bancorp Inc.: Laurence H. Bartlett, <b>Crotty &amp; Bartlett P.A./Daytona Beach, Fla.</b> , 386-274-6395
	<b>Goettel v. Progressive Cas. Ins. Co.</b> , No. 09-CV-0093 (D. Mont. filed 9/24/09)	Mont. Dist. Ct., Cascade Cty., No. ADV-09-891	For Progressive Cas. Ins. Co.: Eric E. Holm, <b>Matovich Keller &amp; Murphy/Billings, Mont.</b> , 406-252-5500; For David Goettel: Daniel E. Shannon, <b>Shannon Legal Servs./Great Falls, Mont.</b> , 406-727-3551
Progressive N. Ins. Co.	<b>Napolitano v. Progressive N. Ins. Co.</b> , No. 09-CV-1843 (M.D. Pa. filed 9/23/09)	Pa. C.P., Lackawanna Cty., No. 09-5541	For Progressive N. Ins. Co.: Karl L. Stefan, <b>Forry Ullman/King of Prussia, Pa.</b> , 610-977-2975; For Joseph Napolitano: Kevin M. Conaboy, <b>Abramsen Moran &amp; Conaboy P.C./Scranton, Pa.</b> , 570-348-0200
Prop. & Cas. Ins. Co. of Hartford	<b>Howard v. Prop. &amp; Cas. Ins. Co. of Hartford</b> , No. 09-CV-1027 (S.D. W. Va. filed 9/24/09)	W. Va. Cir. Ct., Kanawha Cty., No. 09-C-1509	For Prop. & Cas. Ins. Co. of Hartford: Michelle E. Pizaki, <b>Steptoe &amp; Johnson/Charleston, W. Va.</b> , 304-353-8000; For Geraldine Howard: Mark L. French, <b>Criswell &amp; French/Charleston, W. Va.</b> , 304-720-6220
Prudential Ins. Co. of Am.	<b>Tesch v. Prudential Ins. Co. of Am.</b> , No. 09-CV-1697 (W.D. La. filed 9/28/09)	La. Dist. Ct., St. Martin Parish, No. 75245-F	For Prudential Ins. Co. of Am.: Gregory J. Walsh, <b>Chaffe McCall L.L.P./New Orleans</b> , 504-585-7000; For Wanda Halphen Tesch: Stanford B. Gauthier II, <b>Lafayette, La.</b> , 337-234-0099
Ranger Ins. Co.	<b>Thomas Bros. Oil &amp; Gas Inc. v. Ranger Ins. Co.</b> , No. 09-CV-0739 (M.D.N.C. filed 9/25/09); <i>Other Parties: Employers Mut. Cas. Co. (P); Fairmount Specialty Ins. Co. (D); Riverstone Claims Mgmt. L.L.C. (D)</i>	N.C. Super. Ct., Caswell Cty., No. 09CVS390	For Ranger Ins. Co.: H. Lee Evans Jr., <b>Cranfill Sumner &amp; Hartzog L.L.P./Raleigh, N.C.</b> , 919-863-8710; For Thomas Bros. Oil & Gas Inc.: Gary K. Sue, <b>Burton &amp; Sue L.L.P./Greensboro, N.C.</b> , 336-275-0512
Safeco Ins. Co.	<b>Greenwald v. Safeco Ins. Co.</b> , No. 09-CV-0142 (D. Mont. filed 9/28/09)	Mont. Dist. Ct., Missoula Cty., No. DV-08-465	For Safeco Ins. Co.: John E. Bohyer, <b>Bohyer Simpson &amp; Tranel/Missoula, Mont.</b> , 406-532-7800; For Kimberly Greenwald: Rex L. Palmer, <b>Missoula, Mont.</b> , 406-728-4514
Safeco Ins. Co. of Am.	<b>Buta v. Safeco Ins. Co. of Am.</b> , No. 09-CV-0773 (W.D. Mo. filed 9/23/09)	Mo. Cir. Ct., Jackson Cty., No. 0916-CV24361	For Safeco Ins. Co. of Am.: Gary A. Schafersman, <b>Wallace Saunders Austin Brown &amp; Enochs/Overland Park, Kan.</b> , 913-752-5543; For Shea L. Buta: Shannon T. Kempf, <b>Shamberg Johnson &amp; Bergman/Kansas City, Mo.</b> , 816-474-0004
	<b>Nightingale v. Safeco Ins. Co. of Am.</b> , No. 09-CV-0166 (E.D. Ark. filed 9/23/09)	Ark. Cir. Ct., Craighead Cty., No. CV-09-0715	For Safeco Ins. Co. of Am.: James W. Tilley, <b>Watts Donovan &amp; Tilley P.A./Little Rock, Ark.</b> , 501-372-1406; For Arnell Nightingale: Scott A. Emerson, <b>Scott Emerson P.A./Jonesboro, Ark.</b> , 870-275-4230
Safeco Ins. Co. of Ill.	<b>Crain v. Safeco Ins. Co. of Ill.</b> , No. 09-CV-1619 (E.D. Mo. filed 9/29/09)	Mo. Cir. Ct., Lincoln Cty., No. 09L6-CC00127	For Safeco Ins. Co. of Ill.: Michael B. Maguire, <b>Brown &amp; James P.C./St. Louis</b> , 314-421-3400; For Carita Crain: John T. Bruere, <b>Troy, Mo.</b> , 636-462-3286
Scottsdale Ins. Co.	<b>Franchi v. Scottsdale Ins. Co.</b> , No. 09-CV-0799 (M.D. La. filed 9/24/09)	La. Dist. Ct., E. Baton Rouge Parish, No. 582054	For Scottsdale Ins. Co.: Keely Yoes Scott, <b>Crawford Lewis P.L.L.C./Baton Rouge, La.</b> , 225-343-5290; For Jo-Ann Franchi: Joseph Rodney Messina, <b>J. Rodney Messina A.P.L.C./Baton Rouge, La.</b> , 225-343-9422
	<b>Rose of Sharon Day Care &amp; Learning Ctr. Inc. v. Scottsdale Ins. Co.</b> , No. 09-CV-0800 (M.D. La. filed 9/24/09)	La. Dist. Ct., E. Baton Rouge Parish, No. 581833	For Scottsdale Ins. Co.: Keely Yoes Scott, <b>Crawford Lewis P.L.L.C./Baton Rouge, La.</b> , 225-343-5290
State Auto Ins. Cos.	<b>Campbellsville Med. Arts Bldg. P'ship v. State Auto Ins. Cos.</b> , No. 09-CV-0127 (W.D. Ky. filed 9/25/09)	Ky. Cir. Ct., Taylor Cty., No. 09-CI-383	For State Auto Ins. Cos.: Elizabeth S. Feamster, <b>Fowler Measle &amp; Bell L.L.P./Lexington, Ky.</b> , 859-252-6700; For Campbellsville Med. Arts Bldg. P'ship L.L.P.: Dallas E. George, <b>Lebanon, Ky.</b> , 270-592-2161
State Auto Prop. & Cas. Ins. Co.	<b>Robeson Family Counseling Ctr. Inc. v. State Auto Prop. &amp; Cas. Ins. Co.</b> , No. 09-CV-0154 (E.D.N.C. filed 9/24/09)	N.C. Super. Ct., Robeson Cty., No. 09 CVS 2894	For State Auto Prop. & Cas. Ins. Co.: Matthew J. Gray, <b>Young Moore &amp; Henderson P.A./Raleigh, N.C.</b> , 919-782-6860

Source: Insurance Law & Litigation Week research. (P) = plaintiff, (D) = defendant.\*

## Docket★Trak™ - Part III

### Transfers Into Federal Courts (continued)

Insurance Company Parties	Citation	Court Of Original Filing	Counsel
State Farm Fire & Cas. Co.	<b>Allo v. State Farm Fire &amp; Cas. Co.</b> , No. 09-CV-6524 (E.D. La. filed 9/25/09)	La. Dist. Ct., St. Tammany Parish, No. 09-14993 H	For State Farm Fire & Cas. Co.: Adrienne L. Baumgartner, <b>Porteous Hainkel &amp; Johnson</b> /Covington, La., 985-893-4790
	<b>Dial v. State Farm Fire &amp; Cas. Ins. Co.</b> , No. 09-CV-1699 (W.D. La. filed 9/28/09)	La. Dist. Ct., Beauregard Parish, No. C-09-00888-B	For State Farm Fire & Cas. Co.: V. Ed McGuire III, <b>Plauche Smith &amp; Nieset</b> /Lake Charles, La., 337-436-0522; For Gerald Dial: Charles A. Jones III, DeRidder, La., 337-463-5532
	<b>Temple v. State Farm Fire &amp; Cas. Co.</b> , No. 09-CV-6578 (E.D. La. filed 9/28/09)	La. Dist. Ct., St. John the Baptist Parish, No. 58081 C	For State Farm Fire & Cas. Co.: David A. Strauss, <b>King Krebs &amp; Jurgens P.L.L.C.</b> /New Orleans, 504-582-3800; For Jannero Temple: Anthony D. Iripino, <b>Iripino Law Firm L.L.P.</b> /New Orleans, 504-525-1500
	<b>Vice v. State Farm Fire &amp; Cas. Co.</b> , No. 09-CV-0152 (N.D. Ga. filed 9/25/09)	Ga. Super. Ct., Catossa Cty., No. 2009-SU-CV-1698	For State Farm Fire & Cas. Co.: Laura Ann Murtha, <b>Swift Currie McGhee &amp; Hiers</b> /Atlanta, 404-888-6134; For Joe E. Vice: Larry B. Hill, <b>Hill Law Firm</b> /LaFayette, Ga., 703-638-3800
State Farm Mut. Auto. Ins. Co.	<b>Hurley v. State Farm Mut. Auto. Ins. Co.</b> , No. 09-CV-4143 (D.S.D. filed 9/23/09), <i>Other Parties: State Farm Fire &amp; Cas. Co. (D)</i>	S.D. Cir. Ct., Lincoln Cty.	For State Farm Mut. Auto. Ins. Co.: William P. Fuller, <b>Fuller &amp; Sabers L.L.P.</b> /Sioux Falls, S.D., 605-333-0003; For Willard Hurley: Scott A. Abdallah, <b>Johnson Heidepriem Abdallah &amp; Johnson L.L.P.</b> /Sioux Falls, S.D., 605-338-4304
	<b>Miller v. State Farm Mut. Auto. Ins. Co.</b> , No. 09-CV-2650 (N.D. Ga. filed 9/25/09)	Ga. Super. Ct., Cobb Cty., No. 2009A121014	For State Farm Mut. Auto. Ins. Co.: John Wallace Campbell, <b>Swift Currie McGhee &amp; Hiers</b> /Atlanta, 404-888-6115
	<b>Mulnick v. State Farm Mut. Auto. Ins. Co.</b> , No. 09-CV-6560 (E.D. La. filed 9/28/09)	La. Dist. Ct., Jefferson Parish, No. 676982-N	For State Farm Mut. Auto. Ins. Co.: William Ryan Acomb, <b>Porteous Hainkel &amp; Johnson</b> /New Orleans, 504-581-3838; For David M. Mulnick: Harris M. Dultz, Metairie, La., 504-833-7771
Transnation Title Ins. Co.	<b>Mich. Commerce Bank v. Transnation Title Ins. Co.</b> , No. 09-CV-0872 (W.D. Mich. filed 9/23/09)	Mich. Cir. Ct., Ottawa Cty., No. 01395-CK	For Transnation Title Ins. Co.: Christyn M. Scott, <b>Dykema Gossett P.L.L.C.</b> /Bloomfield Hills, Mich., 248-203-0746; For Mich. Commerce Bank: William Rheume, Lansing, Mich., 517-371-5579
Travelers Indem. Co.	<b>Baton Rouge Duplicating Prods. Inc. v. Travelers Indem. Co.</b> , No. 09-CV-0801 (M.D. La. filed 9/25/09)	La. Dist. Ct., E. Baton Rouge Parish, No. 581660	For Travelers Indem. Co.: LaDonna Grey Wilson, <b>Lugenbuhl Wheaton Peck Rankin &amp; Hubbard</b> /New Orleans, 504-568-1990; For Baton Rouge Duplicating Prods. Inc.: Len R. Brignac, <b>King LeBlanc &amp; Bland P.L.L.C.</b> /New Orleans, 504-582-3800
Travelers Prop. Cas. Co.	<b>Costa v. Travelers Prop. Cas. Co.</b> , No. 09-CV-6519 (E.D. La. filed 9/25/09), <i>Other Parties: Standard Fire Ins. Co. (D)</i>	La. Dist. Ct., Orleans Parish, No. 06-08742	For Travelers Prop. Cas. Co.: Reed S. Minkin, <b>Lugenbuhl Wheaton Peck Rankin &amp; Hubbard</b> /New Orleans, 504-568-1990; For Mary Costa: Cameron C. Gamble, New Orleans, 504-833-8070
U.S. Fid. & Guar. Co.	<b>Return On Subs Inc. v. U.S. Fid. &amp; Guar. Co.</b> , No. 09-CV-1942 (M.D. Fla. filed 9/24/09)	Fla. Cir. Ct., Hardee Cty., No. 252009-CA-00502	For U.S. Fid. & Guar. Co.: Marjorie M. Salazar, <b>Boehm Brown Fischer Harwood Kelly &amp; Scheining P.A.</b> /Daytona Beach, Fla., 386-258-3341; For Return On Subs Inc.: Paul C. Perkins Jr., <b>Paul &amp; Perkins P.A.</b> /Orlando, Fla., 407-540-0122
USAA Cas. Ins. Co.	<b>Zoller v. USAA Cas. Ins. Co.</b> , No. 09-CV-6521 (E.D. La. filed 9/25/09)	La. Dist. Ct., Orleans Parish, No. 09-07354 E-7	For USAA Cas. Ins. Co.: LaDonna Grey Wilson, <b>Lugenbuhl Wheaton Peck Rankin &amp; Hubbard</b> /New Orleans, 504-568-1990; For Deborah Zoller: Terrence Jude Lestelle, <b>Lestelle &amp; Lestelle</b> /Metairie, La., 504-828-1224
Westchester Surplus Lines Ins. Co.	<b>Chisesi Bros. Meat Packing Co. v. Westchester Surplus Lines Ins. Co.</b> , No. 09-CV-6523 (E.D. La. filed 9/25/09), <i>Other Parties: Chisesi Meat Packing Co. (P)</i>	La. Dist. Ct., Jefferson Parish, No. 677-366 A	For Westchester Surplus Lines Ins. Co.: Leah Nunn Engelhardt, <b>Preis &amp; Roy P.L.L.C.</b> /New Orleans, 504-581-6062; For Chisesi Bros. Meat Packing Co.: Timothy S. Madden, <b>King Krebs &amp; Jurgens P.L.L.C.</b> /New Orleans, 504-582-3800
Zurich Am. Ins. Co.	<b>S. Silica of La. Inc. v. Zurich Am. Ins. Co.</b> , No. 09-CV-0797 (M.D. La. filed 9/24/09)	La. Dist. Ct., E. Baton Rouge Parish, No. 581,926	For Zurich Am. Ins. Co.: David P. Salley, <b>Salley Hite &amp; Mercer L.L.C.</b> /New Orleans, 504-566-8801; For S. Silica of La. Inc.: Martin E. Golden, <b>Kantrow Spaht Weaver &amp; Blitzer</b> /Baton Rouge, La., 225-383-4703
Zurich Ins. Co.	<b>Boulder Co. Inc. v. Zurich Ins. Co.</b> , No. 09-CV-1683 (W.D. La. filed 9/24/09)	La. Dist. Ct., Rapides Parish, No. 235,969-G	For Md. Cas. Co.: Richard E. King, <b>Galloway Johnson Tompkins Burr &amp; Smith</b> /New Orleans, 504-525-6802; For Boulder Co. Inc.: J. Phillip Terrell Jr., Pineville, La., 318-561-4340
Zurich N. Am.	<b>Robinson v. Zurich N. Am.</b> , No. 09-CV-3124 (S.D. Tex. filed 9/25/09), <i>Other Parties: Assur. Co. of Am. (D); Serna Ins. Agency Inc. (D)</i>	Tex. Dist. Ct., Galveston Cty., No. 09CV1176	For Zurich N. Am.: Kenneth W. Lucas, <b>Martin Disiere Jefferson &amp; Wisdom L.L.P.</b> /Houston, 713-632-1785; For Serna Ins. Agency Inc.: Gregg S. Weinberg, <b>Roberts Markel P.C.</b> /Houston, 713-840-1666; For Nancy Robinson: Chad D. Bradshaw, <b>Bradshaw &amp; Bradshaw P.L.L.C.</b> /Friendswood, Tex., 281-996-0200

Source: Insurance Law & Litigation Week research. (P) = plaintiff, (D) = defendant.\*

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