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SUPREME COURT NO. 92436-8

COURT OF APPEALS NO. 71951-3-I

SUPREME COURT
OF THE STATE OF WASHINGTON

ZHAOYUN XIA, *et al.*,

Appellant,

v.

PROBUILDERS SPECIALTY INSURANCE COMPANY RRG, *et al.*,

Respondent.

SUPPLEMENTAL BRIEF OF RESPONDENT PROBUILDERS
SPECIALTY INSURANCE COMPANY RRG

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I. IDENTIFICATION OF RESPONDENT

Respondent ProBuilders Specialty Insurance Company RRG (PBSIC) submits this Supplemental Brief in accordance with RAP 13.7(d).

II. INTRODUCTION TO SUPPLEMENTAL BRIEF¹

In a unanimous decision, the Court of Appeals, Division I, properly determined that PBSIC had no duty to defend its insured, Issaquah Highlands², in a personal injury lawsuit commenced by Petitioner Zhaoyun “Julia” Xia, by operation of the absolute pollution exclusion. *Xia, et al. v. ProBuilders Specialty Insurance Company RRG, et al.*, No. 71951-3-I (Wn.App. Div I August 24, 2015).³

Respondent submitted a more comprehensive counterstatement of facts in its appellate briefing and in its Answer to the Petition for Review. Briefly, Ms. Xia sued Issaquah Highlands, PBSIC’s insured, alleging that she sustained injury caused by carbon monoxide poisoning in a townhouse she purchased from Issaquah Highlands. PBSIC denied coverage for the

¹ PBSIC relies on this Supplemental Brief, its previously filed Answer to the Petition for Review and its briefing from the Court of Appeals.

² Issaquah Highlands 50, LLC was the property’s developer, and Issaquah Highlands 48, LLC was the property’s general contractor. CP at 82. Gottlieb Issaquah Highlands 48, LLC and Gottlieb Issaquah Highlands 50, LLC were the property’s sellers, and Sacotte Issaquah Highlands 48, LLC and Sacotte Issaquah Highlands 50, LLC were the construction managers (collectively “Issaquah Highlands”). CP at 82.

³ The Court of Appeals also reversed the trial court’s dismissal of the Consumer Protection Act claim and the Insurance Fair Conduct Act claim and remanded the matter for further proceedings. The Court of Appeals subsequently denied Ms. Xia’s motion for reconsideration and motion for publication.

claim by application of an absolute pollution exclusion and a townhouse exclusion. Ms. Xia subsequently entered into a consent judgment with Issaquah Highlands, which assigned its claim for coverage against PBSIC to Ms. Xia.

The issue before this Court is whether the Court of Appeals correctly ruled that as a matter of law, the absolute pollution exclusion barred coverage for Ms. Xia's bodily injury claim, and therefore, PBSIC did not have a duty to defend Issaquah Highlands. There is no dispute that Ms. Xia claimed damages for injuries which she repeatedly alleged resulted solely from poisoning by carbon monoxide, an airborne toxin. CP at 78-90. There is no dispute that the PBSIC insurance policy issued to Issaquah Highlands contained an absolute pollution exclusion that barred coverage for any alleged injury "caused by, resulting from, attributable to, contributed to, or aggravated by the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, or from the presence of, or exposure to, pollution of any form whatsoever, and regardless of the cause of the pollution or pollutants." CP at 334. The absolute pollution exclusion of the PBSIC policy specifies that it applies "regardless of the cause of the pollution and whether any other cause of said [injury] acted jointly, concurrently or in any sequence with said pollutants or pollution." Further, the exclusion states that it "applies whether any other cause of the

[injury] would otherwise be covered under this insurance.” CP at 334. “Pollutant” is defined as “any solid, liquid, gaseous or thermal irritants or contaminants, which include but are not limited to smoke, vapor, soot, fumes, ... the presence of any or all of which adversely affects human health or welfare,...whether such substances would be or are deemed or thought to be toxic, and whether such substances are naturally occurring or otherwise.” CP at 335. The policy definition also states: “Pollution as used herein means any form of pollutant which forms the basis for liability, whether the pollution is said to cause physical injury or not, which by volume or timing or any other factor is said to give rise to liability.” CP at 335.

After reviewing the allegations of the claim/complaint and the policy exclusion under the “eight corners rule,” the Court of Appeals ruled that Ms. Xia’s claim was not covered and hence there was no duty to defend. The Court of Appeals also ruled that Washington authority addressing these exclusions supported the denial of the duty to defend.

Ms. Xia argues for an evisceration of the absolute pollution exclusion and an overruling of this Court’s opinion in *Quadrant Corp. v. American States Ins. Co.*, 154 Wn.2d 165, 110 P.3d 733 (2005). Ms. Xia also argues that the Court of Appeals conflated the concept of duty to defend and duty to indemnify, but that argument is misleading at best. While the

duty to defend is broad, it is not unlimited, and it simply does not arise for claims clearly uncovered by unambiguous allegations and policy language, except in limited circumstances that do not apply here.

This Court should reject Ms. Xia's arguments and affirm the Court of Appeals.

III. SUPPLEMENTAL ARGUMENT

A. This Court Already Has Harmonized the *Quadrant* and *Kent* decisions.

This Court already has harmonized its rulings on the absolute pollution exclusion as it relates to injuries to airborne toxins such as the carbon monoxide poisoning at issue in this case. Both of the most recent cases discussing the exclusion, *Quadrant* and *Kent Farms*, hold that the pollution exclusion applies where a substance is "acting as a pollutant" at the time of injury. In *Quadrant*,⁴ this Court affirmed the applicability of the absolute pollution exclusion to injuries sustained as a result of hazardous airborne toxins, holding that the exclusion barred coverage for personal injuries sustained by a tenant resulting from fumes from waterproofing material. *Quadrant*, 154 Wn.2d at 182.

We hold that the plain language of the absolute pollution exclusion clause encompasses the injuries at issue here, and therefore the tenant's claim is excluded from coverage. We find that the *Kent Farms* case is distinguishable on its facts,

⁴ *Quadrant Corp. v. Am. States Ins. Co.*, 154 Wn.2d 165, 110 P.3d 733 (2005).

and instead we adopt the reasoning of *Cook v. Evanson*, 83 Wn. App. 149, 920 P.2d 1223 (1996), a case similar to this one in that it involved injuries that resulted from toxic fumes.

Id., at 167. This Court made clear that *Kent Farms*,⁵ decided five years earlier, did not overrule the previous cases in which courts had rejected the “environmental pollution” distinction.⁶ *Quadrant*, at 182.⁷

[I]t is important to note that while *Cook* was discussed in the *Kent Farms* Court of Appeals decision, this court did not mention *Cook* or *Harbor Insurance* at all in its *Kent Farms* opinion. Neither case was explicitly rejected.

Furthermore, the *Kent Farms* court did not implicitly reject the reasoning of those cases.

Id. Rather, *Kent Farms* “distinguished between cases in which the substance at issue was polluting at the time of the injury and cases in which the offending substance’s toxic character was not central to the injury.” *Quadrant*, at 182. The critical inquiry when determining the applicability of the absolute pollution exclusion is whether the injury was primarily caused by the toxic character of the pollutant.⁸ As such, the decision in *Kent*

⁵ *Kent Farms, Inc. v. Zurich Insurance Co.*, 140 Wn.2d 396, 998 P.2d 292 (2000).

⁶ See *City of Bremerton v. Harbor Ins. Co.*, 92 Wn.App. 17, 24, 963 P.2d 194 (1998) (pollution exclusion barred coverage for claims based on emission of toxic fumes from sewage treatment plant); *Cook v. Evanson*, 83 Wn.App. 149, 157, 83 Wn.App. 149 (1996) (pollution exclusion applied to respiratory injuries sustained when fumes from concrete sealant entered building).

⁷ For this reason, those cases cited by Ms. Xia where other jurisdictions have adopted environmental pollution limitations are not pertinent. Insurers and insureds operate in Washington have the right to rely on binding in-state authority. This Court’s decision in *Quadrant* is binding.

⁸ *Quadrant* held that *Kent Farms* made no determination whether the pollution exclusion was ambiguous, and that the court in *Kent Farms* “concluded that the exclusion was

Farms was distinguishable on its facts, because the toxic character of the diesel fuel was not central to the fact that the underlying plaintiff was choked by the liquid being forced down his throat: “[The deliveryman] was not polluted by diesel fuel. It struck him; it engulfed him; it choked him. It did not pollute him. Most importantly, the fuel was not *acting as a ‘pollutant’* when it struck him any more than it would have been acting as a ‘pollutant’ if it had been in a barrel that rolled over him, or if it had been lying quietly on the steps waiting to trip him.” *Kent Farms*, 140 Wn.2d at 402 (emphasis added).⁹

In the instant case, there is no question the carbon monoxide was “acting as a pollutant” at the time of Ms. Xia’s alleged injury. The only reason the carbon monoxide could cause injury was due to its toxic nature. This Court has made clear that the exclusion applies in these circumstances.

1. The Policy Language in This Case is Unambiguous

There is nothing ambiguous about the absolute pollution exclusion at issue in this case. A clause is ambiguous only “when, on its face, it is fairly susceptible to two different interpretations, both of which are

designed to preclude coverage in the case of traditional environmental harms *or where the pollutant acted as a pollutant.*” *Quadrant*, at 178 (emphasis added).

⁹ Ms. Xia argues the distinction made by this Court in the *Kent Farms* case “rests on the fiction that it was the mere pressure of an escaping fluid that injured the *Kent Farms* deliveryman, rather than toxic diesel fuel that ‘struck him; ... engulfed him; ... choked him.’” (Petition, at 16). But the Court explained the distinction, which did not appear to be based on fiction.

reasonable.” *Quadrant*, at 171 (citation omitted). Further, “while exclusions should be strictly construed against the drafter, a strict application should not trump the plain, clear language of an exclusion such that a strained or forced construction results.” *Id.*, at 172 (citing *Findlay v. United Pac. Ins. Co.*, 129 Wn.2d 368, 374, 379, 917 P.2d 116 (1996); *Transcon. Ins. Co. v. Wash. Pub. Utils. Dists.’ Util. Sys.*, 111 Wn.2d 452, 457, 760 P.2d 337 (1988)).

For this reason, *Quadrant* held the absolute pollution exclusion “clearly applies to bodily injury and property damage,” and “is not limited to actions for cleanup costs.” *Quadrant*, at 180. Unlike the earlier “qualified” pollution exclusion, the absolute pollution exclusion “does not limit coverage to a release of pollutants upon the land, atmosphere, or water.” *Id.* The unambiguous exclusion specifically included the injury caused by sealant fumes at issue in *Quadrant*.¹⁰

2. The Absolute Pollution Exclusion Expressly Bars Coverage for Any Injury Related to Toxins Regardless of Claims of Negligence or Other Causes.

Ms. Xia argues that PBSIC should have defended her claim because she allegedly was exposed to toxins as a result of alleged negligent

¹⁰ It follows that where the policy language is unambiguous, as in this case, it may not be necessary to consider extrinsic evidence to determine the intent of the parties when entering into the contract. Furthermore, there is no evidence in the record before the Court regarding PBSIC’s intent for including a pollution exclusion generally in its policy or for making the specific changes to its absolute pollution exclusion, which have been detailed herein.

installation of a water heater which led to the carbon monoxide poisoning. However, her claim that her cause of action is rooted in negligence does not create an issue of fact as to coverage or the duty to defend.

Ms. Xia fails to address in her Petition that the absolute pollution exclusion in the PBSIC policy has additional language not at issue in *Kent Farms* or in *Quadrant*¹¹, which expressly bars coverage regardless of the cause of the pollution:

This exclusion applies regardless of the cause of the pollution and whether any other cause of said bodily injury, property damage, or personal injury acted jointly, concurrently or in any sequence with said pollutants or pollution. This Exclusion applies whether any other cause of the bodily injury, property damage, or personal injury would otherwise be covered under this insurance.

¹¹ The absolute pollution exclusions in *Kent Farms* and *Quadrant*, which did not include any "causation" language, provided:

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

....

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor;

....

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

See *Quadrant*, at 169, and at 176, n.5 (stating the pollution exclusion in *Quadrant* was identical to the exclusion at issue in *Kent Farms*).

CP at 334-335.¹² The language in the PBSIC exclusion is even broader and like the exclusion found by *Quadrant* to be unambiguous, excludes coverage regardless of the cause of the toxic exposure. PBSIC was correct to deny that it had any duty to defend.

Ms. Xia argues for application of the “efficient proximate cause” rule, a concept that has been applied in first party coverage cases, such as the case cited by Ms. Xia, *Safeco Ins. Co. of Am. v. Hirschmann*, 112 Wn.2d 621, 628, 773 P.2d 413 (1989). Under her theory, because the discharge of the pollutant was the result of the negligent installation of the water heater, the efficient proximate cause of her damage was negligence, rather than her exposure to toxins. But efficient proximate cause is inapposite here.

As this Court has found, a liability insurer can exclude damages caused by pollution, as held in *Quadrant* and *Kent Farms* and the numerous cases already discussed. To say that damages caused by exposure to pollutants would not be excluded if traced back to some act of negligence would defeat the exclusion entirely, as liability policies are not intended to provide coverage for intentional harm. Furthermore, application of the efficient proximate cause rule would ignore the plain language of the absolute pollution exclusion dealing with the cause of the pollutant. By

¹² Ms. Xia has never argued that the PBSIC policy is illusory because of its terms or conditions. (See Court of Appeal, Opinion, p.17).

application of this language, it does not matter if the installer's negligence was the efficient proximate cause, as the exclusion applies "whether any other cause of the bodily injury, property damage, or personal injury would otherwise be covered under this insurance." CP at 334. This Court views an insurance contract in its entirety, does not interpret a phrase in isolation, and gives effect to each provision. *Moeller v. Farmers Ins. Co. of Wash.*, 173 Wn.2d 264, 271-72, 267 P.3d 998 (2011). Ms. Xia's argument is not persuasive.

3. The Court Should Decline Ms. Xia's Invitation to Abrogate Washington Precedent Enforcing Unambiguous Pollution Exclusions.

The Court should decline Ms. Xia's invitation to abrogate the long line of Washington's precedent applying and enforcing unambiguous absolute pollution exclusions. An insurance policy is a contract. "In construing the language of an insurance policy, the policy should be given a fair, reasonable, and sensible construction as would be given to the contract by the average person purchasing insurance." *Tyrrell v. Farmers Ins. Co. of Washington*, 140 Wn.2d 129, 133 (2000) (quoting *Roller v. Stonewall Ins. Co.*, 115 Wn.2d 679, 682 (1990)).

Here, the language of the contract is unambiguous. Ms. Xia argues that this Court should "give credence to this Court's insurance precedent that narrowly interprets exclusionary clauses to further the public's

reasonable expectations.” (Petition, at 16). Her argument is flawed in at least three respects. First, the established precedent is to give effect to the language of the policy exclusion, and in *Quadrant*, the Court reaffirmed that the absolute pollution exclusion is not limited to “environmental pollution.” Second, an insurance company is entitled to rely on its policy language to determine whether and when a duty to defend exists. “[I]n Washington the expectations of the insured cannot override the plain language of the contract.” *Quadrant*, at 172 (citing *Findlay*, 129 Wn.2d at 378). Third, the last salient opinion of this Court, reaffirming the applicability of the exclusion in cases of individual exposure to toxins, was *Quadrant*. Insureds and insurers have a reasonable expectation as to the equilibrium reached with regard to application of this exclusion. As the Court has done with other absolute pollution exclusions, the Court should enforce the contract as written.

B. Ms. Xia’s Argument that the Court of Appeals “Improperly Conflate[d] the Duty to Defend and Duty to Indemnify” is a Red Herring.

Ms. Xia argues that even though the Absolute Pollution Exclusion bars coverage for injury related to toxins such as carbon monoxide poisoning, PBSIC nevertheless had to defend 1) because the duty to defend is broader than the duty to indemnify and 2) according to Ms. Xia, interpretation of the absolute pollution exclusion was unclear in the face of

Quadrant and *Kent Farms*. But while the duty to defend is admittedly broad, it is not unlimited and “is not triggered by claims that clearly fall outside the policy.” *Nat’l Sur. Corp. v. Immunex Corp.*, 176 Wn.2d 872, 879, 297 P.3d 688 (2013); see also *United Servs. Auto. Ass’n v. Speed*, 179 Wn.App. 184, 196, 317 P.3d 532 (2014) (“insurers do not have an unlimited duty to defend.”).

To determine the duty to defend, the insurer must, under Washington law, apply the eight corners rule by examining the allegations and the policy language. It is only in the face of allegations that conceivably could render a covered claim, or ambiguity in the complaint or policy, or an actual equivocal interpretation of case law, that investigation outside the complaint and/or a defense may be required for an otherwise excluded claim.¹³ Ms. Xia would have the Court abrogate the insurer’s ability to rely on the eight corners rule, and the Court should decline the invitation.

¹³ See, e.g. *Woo v. Fireman’s Fund Ins. Co.*, 161 Wn.2d 43, 64, 164 P.3d 454 (2007) holding, “the insurer’s duty to defend is triggered if a complaint is ambiguous. The insured must be given the benefit of the doubt if it is not clear *from the face of the complaint* that the policy does not provide coverage.” *Woo*, at 64 (italics in original). “[I]f it is not clear that the complaint does *not* contain allegations that are not covered by the policy, the insurer has a duty to defend.” *Id.* (italics in original).

1. There Was No Equivocal Interpretation of Case Law That Would Trigger a Duty to Defend.

PBSIC, as the insurer, could rely on the eight corners rule to determine (as did the Court of Appeals) that no duty to defend was triggered based on the underlying allegations and the language of the exclusion.

Ms. Xia alleged in her complaint against Issaquah Highlands that she suffered “cognitive deterioration, resulting from her continuous inhalation of Carbon Monoxide.” CP at 84.¹⁴ Thus, based on the allegations in Ms. Xia’s complaint alone, carbon monoxide is a “gaseous ... contaminant” that “adversely affects human health or welfare.” CP at 335. PBSIC reasonably concluded that it had no duty to defend, based on the express allegations and the language of the policy.

In order to circumvent the specific allegations of exposure to a toxin, Ms. Xia argues that there is a legal uncertainty regarding the absolute pollution exclusion, specifically the alleged conflict between *Kent Farms* and *Quadrant*. However, there is no conflict between *Kent Farms* and *Quadrant* as to how the absolute pollution exclusion of PBSIC’s policy should be interpreted. *Quadrant* clarified the limits of the *Kent Farms* holding. *Quadrant* confirms that where a pollutant is acting as a pollutant

¹⁴ See also CP at 118-19.

covered by the policy exclusion, the exclusion will apply.¹⁵ There is no conflict.

Ms. Xia cites to *American Best Food, Inc. v. Alea London, Ltd.*, 168 Wn.2d 398, 229 P.3d 693 (2010). In *Alea*, the plaintiff had been shot outside the club by another patron who had earlier been removed from the club by its employees. The injured plaintiff reentered the bar after having been shot, but club employees moved the plaintiff outside and left him on the sidewalk. In the suit filed against the club, the plaintiff alleged the club negligently failed to take reasonable precautions to protect him against criminal conduct and also that the security guards negligently exacerbated his injuries by removing him to the sidewalk after he was shot. In the coverage action, Alea, the insurer, denied it had a duty to defend or indemnify its insured, relying on a policy exclusion which excluded coverage for injuries or damages “arising out of” assault or battery. *Id.* at 403. Alea maintained that absent the assault, the plaintiff would have no cause of action against the night club and thus, the plaintiff’s entire claim, including for injuries sustained when club employees allegedly moved him to the sidewalk, was excluded under the policy. *Id.*

¹⁵ There is no logical basis for drawing a distinction between a claim involving toxic fumes emanating from within a building, such as the Xia claim, or toxic fumes originating from outside the building, such as in *Quadrant*. In both cases, an individual was exposed to a pollutant that allegedly caused bodily injury. In both cases, the toxic fumes were not supposed to be inside the building where people could be exposed to them.

Alea is distinguishable. In *Alea*, where there were claims that the insured acted negligently after an excluded event, this Court rejected the insurer's reliance on a "significantly different case from the one before us," which did not address a "post-assault distinction." *Id.* at 407. With no Washington case on point, the out-of-state authority presented by the insured raised a legal uncertainty. *Id.* at 408.

By contrast, there was no legal uncertainty in this case to prevent PBSIC from applying its absolute pollution exclusion, as this Court has done consistently in cases including *Quadrant*, which reaffirmed the holdings in *City of Bremerton*, and *Cook*, already discussed *supra* and in Respondent's Answer to the Petition and Court of Appeals briefing. *Alea* recognized that "persuasive out-of-state precedent should not trump binding in-state law." *Alea*, 168 Wn.2d at 408. The binding precedent holds:

Given Washington's clear rules for insurance contract interpretation, we reject the reasoning of other states that have declined to apply the pollution exclusion in fumes cases. The pollution exclusion at issue here unambiguously precludes coverage for the Kaczor claim, and we decline to find ambiguity where none exists. Therefore, we affirm the Court of Appeals' holding that the absolute pollution exclusion applies to these facts, distinguishing *Kent Farms* and adopting the reasoning in *Cook*.

Quadrant, at 184. PBSIC could rely on the fact that this Court already answered the question that the absolute pollution exclusion is not limited to environmental claims. PBSIC also could rely on the rationale provided by

this Court, that where the nature of the injury was due to the underlying plaintiff being poisoned by a toxin, and not due to being struck or drowned or otherwise assaulted by a substance that caused injury irrespective of it being a toxin, the absolute pollution exclusion excluded coverage and therefore no duty to defend existed under the policy.

2. The Court Should Decline Ms. Xia's Invitation to Abrogate the Eight Corners Rule.

The case authority supports the determination made by PBSIC that coverage was absolutely barred by the exclusion and no duty to defend arose. There is no rule requiring insurers to go beyond the eight corners where there is no ambiguity or extrinsic evidence that could bring the claim within the coverage of the policy. If this Court were to impose such a rule, then the duty to defend would be without limits as insurers would be required to engage in an ongoing legal evaluation of potential coverage issues. While that is the result sought by Ms. Xia, such a holding by this Court would make it impossible for insurance companies to reasonably rely on their policies to delineate the scope of coverage provided.

IV. CONCLUSION

It is undisputed that Ms. Xia alleged that she suffered bodily harm when she was exposed to carbon monoxide. It is undisputed that the PBISC policy bars coverage for "bodily injury" arising out of a pollutant. There is

no dispute that carbon monoxide constitutes a “pollutant” as that term is defined by the PBSIC policy. Under the eight corners rule, PBSIC properly determined that there was no coverage for Ms. Xia’s claim by operation of the absolute pollution exclusion. It necessarily follows that PBSIC had no duty to defend its insured from Ms. Xia’s lawsuit.

In the face of this straightforward application of a policy exclusion to the allegations of the complaint, Ms. Xia would have this Court ignore controlling Washington authority and impose a convoluted duty on insurers to defend even if the underlying complaint does not contain any covered allegations. The eight-corners rule provides a reliable standard for resolution of the duty to defend, which benefits insurers and policyholders alike, and there is no reason to abandon the rule in this case. Furthermore, for the past ten years, insurers and policyholders have come to rely on the certainty associated with Washington courts’ treatment of the absolute pollution exclusion. Changing those rules would only interject uncertainty into these contractual relationships.

For these reasons, the Court should affirm the decision of the Court of Appeals holding that the PBSIC absolute pollution exclusion barred coverage for Ms. Xia’s claim.

DATED this 27th day of May, 2016.

ANDREWS ▪ SKINNER, P.S.

By



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DECLARATION OF SERVICE

The undersigned certifies under penalty of perjury under the laws of the State of Washington, that the following is true and correct:

That on May 31, 2016, I arranged for service of the foregoing Supplemental Brief of Respondent ProBuilders Specialty Insurance Company RRG, to the court and to the parties to this action as follows:

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Dated at Seattle, Washington this 31st day of May, 2016.



Jane Johnson, legal assistant

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Importance: High

Re: Xia, et al. v. Probuilders Specialty Ins. Co. RRG, et al.;
Supreme Court No. 92436-8
COA No: 71951-3-I

Attached please find the **Supplemental Brief of Respondent Probuilders Specialty Insurance Company RRG** for filing in the above matter.

The parties have agreed to email service and are also copied on this email. Thank you.

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