No. 97083-1

(Court of Appeals No. 76490-0-I)

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

ZURICH AMERICAN INSURANCE COMPANY,
Respondent/Cross-Appellant

vs.

LEDCOR INDUSTRIES (USA) INC.,
Appellant

RESPONDENT/CROSS-APPELLANT ZURICH AMERICAN INSURANCE COMPANY'S ANSWER TO LEDCOR'S PETITION FOR REVIEW BY THE WASHINGTON SUPREME COURT

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I. INTRODUCTION

This is a case in which liability insurer Zurich American Insurance Company ("Zurich") did the right things, followed Washington law, and in turn was sued by its insured for bad faith. The trial court and the Court of Appeals both held that Zurich was not required to defend or indemnify the insured, and both courts rejected the insured's bad faith claims.

In 2007, Zurich was asked to defend and indemnify construction defect claims against general contractor Ledcor Industries (USA) Inc. ("Ledcor") and property developer Admiral Way, LLC ("the LLC") pursuant to liability insurance policies that Zurich had issued to Ledcor starting in 2005. The claims arose from Ledcor's construction of a 65-unit condominium known as The Admiral, which was substantially complete in April 2003.

The Zurich policies provide no coverage for liability arising from residential construction, specifically including condominiums. The Zurich policies also exclude coverage for "continuous or progressively deteriorating" damage that began before the policies were in effect. Upon investigating, Zurich found strong evidence that the water intrusion forming the basis for the construction defect claims had begun before the Zurich policies were issued. Nevertheless, in compliance with Washington law, Zurich timely agreed to defend Ledcor, while reserving its right to contest coverage.

Zurich filed this action in early 2009 to determine whether it had a duty to defend and indemnify Ledcor and the LLC. Zurich continued to defend Ledcor and the LLC until the underlying case was settled. Ledcor then filed counterclaims against Zurich, alleging insurance bad faith and related causes of action.[1] The trial court dismissed Ledcor's counterclaims for breach of contract and bad faith on summary judgment. Ledcor appealed, and the Court of Appeals held that coverage was barred by the residential construction exclusions in the Zurich policies. The Court of Appeals also held that Zurich did not engage in bad faith: it had fully investigated the loss, provided separate counsel to defend Ledcor and Admiral Way, kept Ledcor fully informed, and participated in settlement activity.

In its petition for review, Ledcor identifies several issues pertaining to its bad faith claims against Zurich. First, Ledcor contends that Zurich acted in bad faith because its complaint and its first summary judgment motion in this action sought recoupment of defense costs that Zurich had incurred.[2] Ledcor argued that this was an act of bad faith because the Wash-

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[1] Ledcor also joined an additional 16 insurers, alleging breach of contract and bad faith as to all of them. CP 1644-45.

[2] Before Zurich filed its first summary judgment motion, Ledcor's counsel agreed that Zurich could recover defense costs if Ledcor was successful in its claims against insurers that had failed to defend. CP 13492. Zurich later amended its complaint to clarify that it sought reimbursement

ington Supreme Court held in 2013 that liability insurers cannot recoup defenses costs after a court has determined there is no duty to defend.[3] The Court of Appeals observed that "neither Admiral Way nor Ledcor make it clear how Zurich briefly requesting such reimbursement in 2009 contributes to a bad faith claim. There is no evidence that Zurich pursued these costs in an unreasonable or frivolous way, or that any damage arose out of this minor addition to Zurich's claim." Slip Op. at 17 n.7.

Second, Ledcor argues that the Court of Appeals erred because Ledcor had filed a declaration by an expert witness asserting the Zurich had fallen below the standard of care. A court is not required to blindly rule in favor of any party that submits an expert's declaration in response to summary judgment. The trial court and Court of Appeals were entitled to conclude that Ledcor's expert declaration carried no weight when the evidence in the record clearly established that Zurich had acted in good faith.

Third, Ledcor contends that Zurich improperly included what Ledcor calls "exclusionary language" in the insuring agreements of its policies,

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from other insurers, not Ledcor or the LLC. CP 13068, 13326. The amended summary judgment motion that actually was heard by the trial court did not request reimbursement of defense costs. CP 441-64.

[3] *National Surety Corp. v. Immunex Corp.*, 176 Wn.2d 872, 884, 297 P.3d 688 (2013). In *Immunex,* although the Court found no right to recoupment, it also did not hold that the insurer had acted in bad faith by asserting a right to it.

specifically a requirement that the insured had no knowledge of the loss prior to the policy's inception. Ledcor did not raise this issue in the Court of Appeals with regard to Zurich.[4] Moreover, Zurich's summary judgment motion and its appellate brief did not rely on language in its insuring agreement as a basis for contesting coverage.[5]

Finally, Ledcor argues that Zurich acted in bad faith because the insurance adjuster who handled the Ledcor claim evaluated coverage—what Ledcor calls "commingling." Ledcor's argument is based on the incorrect assumption that there is something nefarious about the common and necessary practice of having insurance adjusters evaluate coverage based on documents provided by the insured as part of the ordinary adjustment of any claim. The Court of Appeals correctly concluded that there is no law prohibiting this practice.

The Court of Appeals' decision that an insurance policy exclusion for residential construction bars coverage for liability arising from a condominium is unsurprising and is not in conflict with Washington appellate decisions. The Court's recognition that Zurich did not engage in bad faith by filing a declaratory judgment action, by briefly requesting reimbursement

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[4] *See,* Brief of Appellants at 64-66.

[5] CP 441-464; Brief of Respondent Zurich at 53-56 (arguing continuous damage exclusion, not known loss).

of past defense costs—and explaining that any such reimbursement would come from other insurers to whom Ledcor had tendered its defense, or by having its adjuster evaluate coverage also is unsurprising and is consistent with Washington case law. Ledcor's petition for review should be denied.

II. PARTY FILING ANSWER

This Answer to Ledcor's petition for review by the Washington Supreme Court is filed by respondent Zurich American Insurance Company.

III. RELIEF REQUESTED

Zurich respectfully requests that the Court deny the petition for review filed by Ledcor as to all issues involving Zurich.

If review is accepted by the Washington Supreme Court, Zurich respectfully requests that pursuant to RAP 13.4(d) the Court also address the following issues that were asserted as grounds for cross appeal by Zurich in the Court of Appeals:

1. The trial court erred in imposing discovery sanctions in a dispute over discovery of privileged materials because Zurich substantially complied with the court's discovery order and openly requested that the court resolve the privilege dispute through *in camera* review.

2. The trial court erred when it denied Zurich's motion to strike the declaration of Ledcor's general counsel setting forth Ledcor's theories of insurance bad faith, where the general counsel previously had appeared

as Ledcor's CR 30(b)(6) witness on insurance bad faith counterclaims but had refused to answer any questions about those counterclaims.

3. The trial court erred when it quashed the deposition of Ledcor's original coverage counsel as to communications with Zurich about coverage issues, on the ground that all possible testimony would be privileged, where the same counsel later offered a substantive declaration supporting Ledcor's position.

4. The trial court erred when it declined to strike the declaration of Ledcor's former coverage counsel, whose deposition was quashed on the ground that he had no nonprivileged testimony to offer.

IV. COUNTERSTATEMENT OF ISSUES

1. Where the Court of Appeals held that as a matter of law, a residential construction exclusion in a general liability insurance policy excludes coverage for construction defect liability arising from construction of a condominium building, was the Court's decision (a) in conflict with a decision of the Washington Supreme Court or (b) a matter of substantial public interest? No.

2. Where the Court of Appeals held that as a matter of law a liability insurer did not engage in bad faith conduct because the insurer properly investigated the claim, defended the insured under a reservation of rights, kept the insured informed about the case, and did not take any action

to prejudice the insured's position in the underlying action, was the Court's decision (a) in conflict with a decision of the Washington Supreme Court or (b) a matter of substantial public interest? No.

V. COUNTERSTATEMENT OF THE CASE

Ledcor was the general contractor for the construction of a condominium in Seattle known as The Admiral. CP 13748. The condominium contains 65 residential units. CP 205. The ground floor also includes two commercial units and a parking garage. *Id.* A certificate of occupancy was issued in April 2003. CP 13751. Disagreements between Ledcor and the owner, Admiral Way, LLC regarding punch list items were resolved in a contract addendum in February 2004. CP 13707-10. In a related suit, *Bordak Bros., Inc. v. Pac. Coast Stucco, LLC,* 2012 Wash. App. Lexis 1545 at 12-13 (July, 2, 2012), the court of appeals later affirmed a trial court ruling that the project was substantially complete in April 2003.

The building leaked, and the Condominium Owners Association ("COA") sued the LLC under the Washington Condominium Act in 2007. CP 182-89. The LLC filed third party claims against Ledcor. CP 277, 286-91. Both companies tendered defense of the lawsuit to Zurich, which had issued two general liability insurance policies to Ledcor. CP 27, 106. Each Zurich policy was in effect for one year. The first policy commenced on

December 1, 2005. *Id.* Before it bought the insurance from Zurich, Ledcor identified The Admiral as a residential construction project. CP 506-09.

The Zurich policies excluded coverage for liability arising from work on residential buildings, specifically including condominiums. CP 88, 169. The policies also excluded coverage for "continuous or progressively deteriorating" damage that began before the policies' inception dates. CP 97, 160. Zurich agreed to defend Ledcor and the LLC, reserving its right to contest coverage.

Zurich filed this declaratory judgment action in 2009, seeking a determination that it had no duty to defend or indemnify Ledcor or the LLC. CP 1. Zurich's counsel informed Ledcor's coverage counsel that it intended to file an early motion for summary judgment. CP 3701. Ledcor's counsel did not ask Zurich to refrain from moving for summary judgment, but did ask Zurich to postpone the hearing date until after a mediation of the construction defect claims. CP 3719-20, 3703. Zurich acceded to that request. CP 3719, 3722, 3724, 3726.

There were two mediations: one on June 19, 2009, and one on July 28, 2009. CP 9701-03, 1281-81. The second mediation resulted in two settlements: one between the COA, the LLC, and Ledcor, and the other between Ledcor, the LLC, and AIG Commercial Insurance Company of Canada ("AIG"). CP 591-92, 588-89, 1213-19. AIG had insured Ledcor in

2002 and 2003 under the name American Home Assurance Company. CP 13490. The second settlement included an assignment of insurance claims by Ledcor (but not the LLC) to AIG, which is pursuing this appeal in Ledcor's name. CP 1214. After the assignment and a change in counsel, Ledcor filed an amended answer that, for the first time, included insurance bad faith counterclaims against Zurich., Ledcor had not asserted such claims against Zurich in its previous three answers. CP 426-440, CP 3713-15, CP 3736-38, CP 3750-52.

Ledcor's counterclaims against Zurich were partially dismissed on summary judgment in 2010. The remaining counterclaims were dismissed in 2011. CP 1633-36, CP 1630-31, CP 1638-40, CP 2991-93. Ledcor continued litigation against other insurers until January 2017, after which it appealed various dismissals of its coverage and bad faith claims.[6] The LLC filed a separate appeal,[7] although the matters were linked for consideration and argument. The Court of Appeals issued its opinion in this matter on December 10, 2018, with a substituted opinion on March 18, 2018.

In the Ledcor appeal, the Court of Appeals affirmed the trial court's decisions, partly on different grounds. The Court held that the residential construction exclusions in both Zurich policies barred coverage as a matter

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[6] CP 8437.

[7] Court of Appeals Division I, No. 76405-5-I.

of law, finding no duty to defend or indemnify Ledcor. Slip Op. at 12-13. The Court also affirmed the dismissal of Ledcor's insurance bad faith claims. The Court held that Zurich did not act in bad faith when it filed a declaratory judgment action while defending under a reservation of rights, citing *American Best Food, Inc. v. Alea London, Ltd.,* 168 Wn.2d 398, 405, 229 P.3d 693 (2010). The Court held that, based on the evidentiary record, Zurich fully investigated the incident, retained counsel to represent Ledcor (and the LLC), and fully participated in settlement activity and informed the insured of that activity, and refrained from placing its own monetary interests ahead of the insured's interests. Slip Op. at 14-15.

The Court of Appeals further held that the evidence in the record showed indisputably that Zurich's filing of a summary judgment motion in this action was not an act of bad faith. The Court noted that Zurich's motion was not filed until discovery in the underlying action was complete and the parties had mediated.[8] The Court held that there was no evidence that Zurich's summary judgment motion "interfered with, or sought to adjudicate a factual matter in dispute in the underlying action to the detriment of Ledcor." Slip Op. at 15-16.

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[8] Zurich's motion was filed after the first of two mediations, was noted for hearing after the second mediation, and was not actually argued or decided until approximately ten months later.

The Court also held that Ledcor had failed to show that any confidential or privileged information was used by Zurich in its coverage determination. The relevant documents were readily available to all parties to the underlying action, most were obtainable through the public record, and the documents were discoverable by Zurich. Slip Op. at 16. The Court of Appeals accurately concluded there is no legal authority prohibiting insurance adjusters from evaluating coverage for liability claims. Slip Op. at 16.

The Court rejected Ledcor's argument that Zurich's brief and never-pursued assertion that Zurich was entitled to recover defense costs if there was no coverage, noting that Ledcor had failed to explain how this was an act of bad faith, particularly since there was "no evidence that Zurich pursued these costs in an unreasonable or frivolous way, or that any damage arose out of this minor addition to Zurich's claim. Slip Op. at 17 n.7. Moreover, Zurich's assertion of a right to recoup defense costs was not prohibited at the time it was made. The case that later held that insurers could not recoup defense costs, *National Surety Corp. v. Immunex Corp.,* 176 Wn.2d 872, 884, 297 P.3d 688 (2013), merely held that an insurer did not have a right to recoupment based solely on a reservation of rights letter. The Court did not hold that an insurer's assertion of that right constituted bad faith. Finally, in light of its coverage decision and its analysis of the evidence of

Zurich's conduct, the Court held that Zurich had not violated the Consumer Protection Act or the Insurance Fair Conduct Act. Slip Op. at 17-18.

VI. LEGAL AUTHORITY AND ARGUMENT

A. Ledcor Has Failed to Demonstrate that the Opinion of the Court of Appeals Satisfies the Requirements of RAP 13.4(b).

Ledcor is not entitled to review by the Washington Supreme Court because Ledcor has failed to demonstrate how any of the issues raised in its petition for review meet the requirements for discretionary review. Ledcor cites RAP 13.4(b)(1) and RAP 13.4(b)(4). These rules provide:

> Considerations Governing Acceptance of Review. A petition for review will be accepted by the Supreme Court only:
>
> (1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or
>
> * * *
>
> (4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

RAP 13.4(b).

Ledcor has failed to explain how the issues raised in its petition for review involve a conflict between the opinion of the Court of Appeals and a decision of the Washington Supreme Court, or how those issues involve "substantial public interest."

B. The Court of Appeals Properly Held There Was No Evidence that Zurich Acted in Bad Faith by Filing a Declaratory Judgment Action and Moving for Summary Judgment.

Ledcor's statement of issues asserts that Zurich acted improperly by including in its original complaint and summary judgment motion a request to recoup defense costs that Zurich had paid. The argument portion of Ledcor's petition does not discuss the issue at all. Zurich's first complaint in this action included a request for reimbursement of defense costs, but an amended complaint later clarified that Zurich would not seek recovery of any amount other than Ledcor's $250,000 deductible. CP 13075-76. Ledcor's original coverage counsel in this action offered reimbursement to Zurich once, and if, Ledcor recovered defense costs from insurers who did not defend. CP 13492.

At the time, Washington appellate courts had not yet determined whether an insurer who prevails in litigation over the insurer's duty to defend is entitled to recoup the defense costs paid by the insurer. The right to recoupment had been recognized by trial courts in Washington and by appellate courts in other jurisdictions. *See, e.g., Zurich Am. Ins. Co. v. R. L. Alia Co.,* 2009 U.S. Dist. LEXIS 28817 (W.D. Wash. 2009); *Blue Ridge Ins. Co. v. Jacobsen,* 25 Cal. 4th 489, 106 Cal. Rptr. 2d 535, 22 P.3d 313 (2001); *Nobel Ins. Co. v. Austin Powder Co.,* 256 F. Supp. 2d 937, 940

(W.D. Ark. 2003). In light of the legal authority supporting a right of recoupment, Zurich acted reasonably in asserting that right. Four years later, in *Immunex.,* the court held that insurers cannot recoup defense costs, but the court did not find that a request for recoupment was an act of bad faith.[9]

Ledcor's argument that the Court of Appeals reversed the burden of proof in insurance bad faith claims also is incorrect. Ledcor's erroneous theory is that Zurich acted in bad faith but the Court failed to apply the rebuttable presumption of harm established in *Safeco Ins. Co. v. Butler,* 118 Wn.2d 383, 823 P.2d 499 (1992). The Court of Appeals' opinion shows otherwise. The Court did not find that Ledcor had failed to show harm from an act of bad faith. Instead, the Court held that Zurich did not act in bad faith at all, because none of its acts placed its own interests ahead of those of Ledcor. Slip Op. at 15.

To the extent Ledcor asserts that its negotiating position was harmed at the July 28 mediation, Ledcor has failed not only to show any harm to Ledcor's negotiating position, it has failed to show any *possibility* of harm. The July 28, 2009 mediation cannot possibly have been affected by information that already was available to all parties simply because some of that

[9] On remand and subsequent appeal, the insured's bad faith counterclaims were dismissed. *Nat'l Sur. Corp. v. Immunex Corp.,* No. 75674-5-I, 2018 Wash. App. LEXIS 210, at *9 (Ct. App. Jan. 29, 2018).

information included with Zurich's (then undecided) motion in this coverage action. The Court of Appeals' unremarkable application of existing law to the case is not a matter of substantial public importance.

C. Ledcor Has Failed to Cite Evidence or Legal Authority, and Has Failed to Provide Argument for Its Theory that the Trial Court Disregarded Expert Testimony.

Ledcor suggests in its statement of issues that the trial court erred by dismissing its extracontractual claims because Ledcor had filed an expert witness declaration asserting that Zurich fell below the standard of care for insurers. However, Ledcor fails to discuss the relevant facts in its statement of the case, and completely fails to mention the issue in its legal argument. Having failed to argue the issue in its petition, Ledcor is barred from arguing it in a reply. "A reply to an answer should be limited to addressing only the new issues raised in the answer." RAP 13.4(d); *see also, Olver v. Fowler,* 161 Wn.2d 655, 662 n.4, 168 P.3d 348 (2007).

The purpose of an expert witness is to assist the trier of fact "[i]f scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue." ER 702. Here, the Court of Appeals reviewed the evidentiary record and determined that Zurich acted reasonably without the need for expert opinion. An expert opinion is not helpful to the trier of fact when the evidence can be evaluated without expert assistance. "Proffered expert testimony generally will not

help the trier of fact when it offers nothing more than what lawyers for the parties can argue in closing arguments." *Cook v. Sheriff of Monroe Cty.*, 402 F.3d 1092, 1111 (11th Cir. 2005). Having cited no evidence or authority on the point, Ledcor has failed to establish that the Court of Appeals' opinion contravenes decisions of the Washington Supreme Court or that it involves a substantial public interest.

D. Ledcor's Theory that Zurich Acted Improperly When Drafting the Insuring Agreement In Its Insurance Policies Is Irrelevant Because Zurich Did Not Rely on the Insuring Agreement as a Basis for Contesting Coverage, and Ledcor Failed to Raise the Issue Below.

Ledcor asserts that Zurich acted improperly by including in its insuring agreements a requirement that prior to a policy's inception date, the insured had no knowledge of a claim. Ledcor argues that this is exclusionary language that should not be included in the insuring agreement. The principal defect in Ledcor's argument is that Zurich did not rely on the known loss provision to defeat coverage in the trial court or the Court of Appeals.[10] Ledcor never raised its known loss theory in the trial court, and on appeal Ledcor inaccurately stated that Zurich's summary judgment motions had relied on a known loss defense.[11] Zurich relied on two exclusions:

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[10] CP 441-64, CP 12334-58; Zurich's Brief to Court of Appeals at 49-56.

[11] CP 1333-54, 1452-65; Brief of Appellant at 40.

the residential construction exclusion and the exclusion for "continuous or progressively deteriorating" damage.[12] Ledcor cannot obtain review by arguing against a point that Zurich never made.

Even if Zurich had relied on a known loss defense, Ledcor is incorrect in asserting that an insurer cannot include known loss principles in an insuring agreement. An insuring agreement inherently must contain limitations—otherwise it would insure any and every conceivable misfortune that might befall the insured. As the court observed when presented with a similar argument concerning language in an insuring agreement, "the argument that the "unexpected or unintended" language is exclusionary is not a particularly strong argument when deciding who has the burden of proof on this issue, because 'virtually all the language in the Insuring Agreement of CGL policies after the insurer's promise to 'pay all sums the insured shall become legally obligated to pay * * *' qualifies or limits the scope of this promise in one way or another.'" *Queen City Farms v. Cent. Nat'l Ins. Co.*, 126 Wn.2d 50, 71, 882 P.2d 703, 715 (1994) (quoting K. Abraham, *Environmental Liability Insurance Law* 140-41 (1991)).

[12] CP 442, CP 12336.

E. Ledcor's Theory That Zurich Improperly "Commingled" Coverage and Defense Files Was Properly Addressed by the Court of Appeals, and Ledcor Has Failed to Show How This Issue Satisfies the Standards Set by RAP 13.4(b).

Ledcor identifies as an issue for review its theory that insurers may not have the same claims adjuster manage a liability insurance claim and address questions of insurance coverage for that claim—what Ledcor calls "commingling," in an attempt to make the ordinary sound sinister. The legal argument portion of Ledcor's brief does not discuss this theory at all. The Court of Appeals correctly concluded that there is no law prohibiting an insurance adjuster from handling the defense and coverage aspects of a liability insurance claim. In fact, it is part of the job.

In its statement of issues, Ledcor cites only *Safeco Ins. Co. v. Butler,* 118 Wn.2d 383, 823 P.2d 499 (1992) as legal support for Ledcor's position. Ledcor does not discuss *Safeco v. Butler* or attempt in any way to explain how it might apply to this case. In fact, *Safeco v. Butler* does not address the issue for which it is cited here. *Safeco v. Butler* addressed several issues: the remedy for insurance bad faith in the context of the duty to defend, the effect of a covenant judgment agreement, and whether an insured's decision to fire a gun at another person is an "accident." The plaintiff in *Safeco v. Butler* had accused an insurer of bad faith, and in a laundry list of specific allegations asserted that the insurer "commingled information from the tort defense and coverage action files." Aside from noting the plaintiff had

made that allegation, the Court did not discuss it. *Safeco v. Butler* provides no support for Ledcor's theory.

F. Ledcor's Arguments Pertaining to the Continuous or progressively Deteriorating Damage Exclusions Are Immaterial Because the Residential Construction Exclusions Provide a Separate Basis for Determining that there is No Coverage as a Matter of Law.

An appellate court reviews cases, it does not decide abstract questions. The Court of Appeals determined that coverage under the insurance policies issued by Zurich is precluded by the residential construction exclusions in those policies. Ledcor has not assigned error to that determination or identified it as an issue for review by the Washington Supreme Court. Therefore, it is a verity that Zurich's policies do not cover the construction defect claims alleged against Ledcor. Nonetheless, Ledcor argues that review should be granted because another set of exclusions—the "continuous or progressively deteriorating" damage exclusions that were part of the basis for Zurich's summary judgment motion in the trial court-- *might* not apply to the loss. Ledcor's argument is pointless. If a claim is excluded from coverage, questions about the possible applicability of a different exclusion cannot revive the nonexistent coverage. "Exclusion clauses do not grant coverage; rather, they subtract from it." *Harrison Plumbing & Heating v. N.H. Ins. Grp.,* 37 Wn. App. 621, 627, 681 P.2d 875, 880 (1984). "Each exclusion refers to the risks insured against in the coverages and not to the

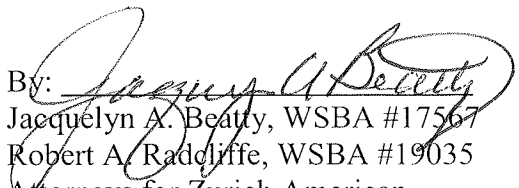
other exclusions. Each exclusion is to be read with the insuring agreement, independently of each other exclusion." *Harrison Plumbing,* 37 Wn. App. at 627. Given the clear applicability of the residential exclusion in the Zurich policies, the continuous damage exclusion is a non-issue.

VII. CONCLUSION

Although Ledcor invokes RAP 13.4(b)(1) and RAP 13.4(b)(4) in its petition for review, Ledcor has not identified any respect in which the Court of Appeals decision conflicts with a decision of the Supreme Court, or any respect in which the issues raised by Ledcor involve matters of substantial public interest. Ledcor's petition therefore is insufficient substantively and procedurally for Ledcor to obtain further review.

Respectfully submitted this 16th day of May, 2019.

KARR TUTTLE CAMPBELL

By: 
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I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED May 16, 2019, at Seattle, Washington.

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Transmittal Information

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Appellate Court Case Number:	97083-1
Appellate Court Case Title:	Zurich American Ins., et al. v. Ledcor Industries Inc., et al.
Superior Court Case Number:	09-2-12732-8

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