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No. ~~63358-9-1~~

COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION I

EQUITY RESIDENTIAL, et al.,

Appellants,

v.

ACE AMERICAN INSURANCE COMPANY, et al.,

Respondents.

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**RESPONDENT ACE AMERICAN INSURANCE COMPANY'S
BRIEF**

William F. Knowles, WSBA No. 17212
Robert A. Meyers, WSBA No. 24846
Melissa O. White, WSBA No. 27668

COZEN O'CONNOR
1201 Third Avenue, Suite 5200
Seattle, Washington 98101
Telephone: (206) 340.1000

Attorneys for Respondent
Ace American Insurance Company

ORIGINAL

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I. INTRODUCTION

The only issue before this Court is whether Washington courts should be compelled to decide an insurance contract dispute between non-Washington entities involving insurance policies negotiated and issued in other states. After considering the complex factual history and well-established principles of *forum non conveniens*, the trial court properly declined jurisdiction over this case in favor of an ongoing Illinois action.

Appellants have not – and cannot – meet their burden of establishing that the trial court’s discretionary decision was manifestly unfair, unreasonable, or untenable. Instead, they focus on 1) speculative arguments about a potential future “necessary party” ruling that could alter the remedies available in Illinois, and 2) baseless assertions that coverage litigation should always take place where property at issue is located.

There is (and should be) no rule that compels contracting parties to litigate their contract issues in a foreign forum. Likewise, the proper *forum non conveniens* analysis focuses on whether there currently exists an adequate alternative forum that can provide some relief. Here, Appellants cannot deny that the competing Illinois litigation already underway in their home state can provide relief to them. Because all private and public interests weigh in favor of litigating this dispute in the alternative forum of Illinois, this Court should conclude that the trial court

did not abuse its discretion by dismissing this competing Washington action.

II. STATEMENT OF FACTS

A. The Parties.

Appellants are citizens of Illinois. Their respective principal places of business are in Illinois, their employees are in Illinois, and their business records are in Illinois. Specifically, Appellant Equity Residential is a Maryland real estate investment trust that is domiciled in Chicago, Illinois.¹ (CP 2121 ¶ 3, 2140-52.) The other four Appellants (collectively, “the LLCs”) are Equity Residential’s affiliates. (CP 378 ¶¶ 18-19.) Each LLC was formed under the laws of Delaware and is domiciled in Chicago, Illinois. (CP 376 ¶¶ 2-5, CP 2127-28 ¶ 20.)

Respondents are seven foreign insurance companies that are alleged to have issued at least one liability insurance policy to at least one Appellant (CP 376-77 ¶¶ 7-14, CP 379 ¶ 23.) Respondent ACE American Insurance Company (“ACE”) is domiciled in Philadelphia, Pennsylvania, and is authorized to do insurance business in Illinois. (CP 1559, 1614, 1735.)

¹ Notably, Equity Residential is a Fortune 500 company that has \$515 million in unrestricted cash and \$1.3 billion available in unsecured revolving credit. (CP 2122 ¶ 4.)

B. The Insurance Policies.

As set forth below, Appellant Equity Residential's insurance policies were issued to Equity Residential in Illinois. Equity Residential's insurance brokers are in Illinois, and Equity Residential's insurance documents are in Illinois. One of Equity Residential's insurance companies is a citizen of Illinois, one of Equity Residential's insurance companies' underwriters are in Illinois, and all of Equity Residential's insurance companies are subject to process in Illinois.

ACE issued Policy No. XSLG19902596 to non-party Equity Residential Properties Trust,² effective December 15, 2000 to May 1, 2002 ("the 2000-2002 policy"). (CP 1625-68.) No Appellant is specifically identified as an insured under the 2000-2002 policy. (CP 1625.) Furthermore, Appellants' and ACE's respective copies of the 2000-2002 policies differ. (CP 304-39, 1625-68.)

Thereafter, ACE issued five successive one-year insurance policies to Appellant Equity Residential, which collectively span May 1, 2002 to May 1, 2007. (CP 1670-1713, 1744-1943.) Of the six Appellants, only Appellant Equity Residential is specifically identified as an insured on

² At all relevant times, Equity Residential Properties Trust was domiciled in Illinois. (CP 2121, 2134.)

those policies.³ (CP 1689, 1793, 1796, 1846, 1895.) Appellants' and ACE's respective copies of certain of those policies differ. (*See generally* CP 1618 ¶ 19.)

ACE negotiated the terms of the 2000-2003 policies through its underwriters in New York, New York. (CP 1559 ¶ 9.) ACE negotiated the terms of the 2003-2007 policies through its underwriters in Chicago, Illinois. (CP 1740 ¶ 20.) Equity Residential Properties Trust negotiated the terms of the 2000-2002 policy through its broker, which is an Illinois limited liability company that is domiciled in Denver, Colorado. (*See, e.g.*, CP 1559 ¶ 9.) Equity Residential negotiated the terms of the 2002-2007 policies through its broker in Chicago, Illinois. (CP 1559 ¶ 9, CP 1740 ¶ 20.)

Each ACE policy establishes specific criteria that a person or entity must satisfy in order to establish that it is an "insured." (CP 1634-35, 1644, 1679-80, 1689, 1696, 1745-46, 1764, 1771, 1806-09, 1817, 1824, 1855-56, 1865, 1872, 1905-06, 1916.) Each ACE policy also sets forth several conditions that an insured must satisfy before ACE can owe any duty to pay. The conditions include a duty to timely notify ACE about an occurrence, claim, or suit; a duty to provide certain information about an occurrence or suit; a duty to make a good-faith evaluation of each claim

³ Collectively, this brief refers to these insurance policies as "the ACE policies."

for settlement purposes; and a duty to refrain from commencing legal action against ACE until a judgment has entered against the insured and the insured has fully complied with every term of the policy. (CP 1636-39, 1681-84, 1756-59, 1808-11, 1857-60, 1907-10.) The ACE policies do not include choice-of-law provisions.

Each ACE policy is an “Excess Commercial General Liability Policy.” (CP 1625, 1670, 1744, 1796, 1846, 1895.) Accordingly, subject to various other terms, conditions, exclusions, and limitations, ACE owes no duty to pay an insured under an ACE policy unless there has been a judgment against the insured, and the insured first satisfies a considerable per-occurrence “retained limit” (*i.e.*, self-insurance similar to a deductible).⁴ (CP 1662, 1673, 1748, 1800, 1849, 1898.) For the 2000-2002 policy, the per-occurrence “retained limit” is \$500,000. (CP 2653.) For each successive policy thereafter, the per-occurrence “retained limit” is \$1,000,000. (CP 1671, 1746, 1797, 1847, 1896.) Furthermore, subject to a number of terms, conditions, exclusions, and limitations, the 2002-2003, 2003-2004, 2004-2005, 2005-2006, and 2006-2007 policies require ACE to “pay the insured.” (CP 1673, 1748, 1800, 1849, 1898.)

⁴ ACE issued the policies under its Self-Insured Retention Program. That program is offered “to accounts that are able to assume the same liability within the Retained Limit as primary insurance carriers.” Also, policies issued under that program “will only respond excess of the Retained Limit as listed on the policy and may not be used as proof of any insurance coverage within the Retained Limit.” (CP 1575.)

In other words, ACE's only obligation (if any) would be to reimburse the insured after the insured makes a payment that exceeds the applicable "retained limit." The insureds have the first-dollar exposure in each claim up to \$6,500,000.

C. Equity Residential's Litigation in Multiple Jurisdictions.⁵

1. Prior Illinois and Florida Coverage Litigation.

Before the present litigation, Appellant Equity Residential was a party to four separate lawsuits against three insurance companies relating to an underlying lawsuit that was venued in Florida. (CP 2180-2274.) In three of those lawsuits, Equity Residential and the insurance companies specifically litigated *forum non conveniens* issues. Furthermore, Equity Residential consistently maintained that Illinois was the most appropriate and convenient forum to adjudicate Equity Residential's insurance issues - - even despite the fact that the underlying litigation was venued in Florida. (CP 2208-21, 2223-37, 2441-55.) Likewise, Equity Residential took the position that the underlying Florida plaintiffs were not necessary parties in an Illinois insurance lawsuit. (CP 2270-74.) Notably, in the other two

⁵ In making its decision, the trial court took judicial notice of the "underlying complaint as well as the underlying lawsuits that are not part of this particular case[.]" RP 47. ACE has attached certified copies of the pleadings from those lawsuits, and asks this Court to take judicial notice of those lawsuits and developments related to this case that will assist in a fair resolution of the issues on appeal. See *Spokane Research & Defense Fund v. City of Spokane*, 155 Wn.2d 89, 98, 117 P.3d 1117 (2005) (explaining that appellate courts may take judicial notice of the record in proceedings "engrafted, ancillary, or supplementary to a pending case"); see also RAP 9.11(1) (allowing submission of evidence on appeal that will "fairly resolve the issues on review").

Illinois insurance lawsuits, neither judge dismissed the lawsuit because Equity Residential had failed to join the underlying Florida plaintiffs as parties.

2. Underlying Washington Construction Defect Litigation.

Appellants and three of their non-party affiliates (collectively, “the Equity Companies”) were sued in five construction defect lawsuits venued in Washington.⁶ (CP 1614 ¶ 4, CP 2477-2650.) Even though the Policies impose no duty to defend on ACE, in or about January 2007, the Equity Companies notified ACE about three of the underlying plaintiffs’ allegations. The ensuing construction defect disputes underlie the coverage dispute in this case. Other than discussions between counsel, virtually all communications since then have been between the Equity Companies’ representatives in Chicago and ACE’s representatives in Philadelphia. (*See* CP 1614-22.) Most recently, the verdict in one of the underlying construction defect lawsuits was \$742,000, which was less than the amount of the applicable “retained limits.” *See* App. B.

Although ACE was notified of these claims, ACE is under no obligation whatsoever under the terms of its policies, as ACE owes no duty to defend and it is undisputed that no insured has made a payment in

⁶ Four of the underlying lawsuits remain pending. (App. A.) On June 29, 2009, the jury in the underlying *Balaton* litigation returned a special verdict awarding damages totaling \$742,869. (App. B.) The verdict includes an award of damages for violating the Washington Consumer Protection Act.

excess of the applicable “retained limits.” As Appellants have conceded, “the Court cannot yet determine what the carriers may have to indemnify.” (See CP 2784.)

3. Competing Washington and Illinois Coverage Lawsuits.

a) Commencement of Washington Insurance Litigation.

Apparently dissatisfied with Respondents’ responses to their tenders of claims that may or may not result in reimbursement from ACE, Appellants filed another lawsuit in an effort to obtain insurance benefits – this time in Washington State. On May 2, 2008, Appellant Equity Residential commenced litigation against seven of the Respondents (“the Washington insurance litigation”). (CP 1242-51.) Initially, Equity Residential was the only plaintiff in this litigation. On November 10, 2008, Equity Residential amended its Complaint to join the LLCs as plaintiffs and to join National Liberty Insurance Company, Inc. (“National Liberty”) as a defendant. (CP 375-86.) However, three of the Equity Companies are not parties in the Washington insurance litigation. Moreover, in the Washington insurance litigation, Appellants have

maintained that Respondents must separately evaluate the claim of each Equity Company. (Dkt. No. 87 at 19-23.⁷)

In their Second Amended Complaint, Appellants seek a wide variety of relief from Respondents with respect to only four underlying lawsuits, including a judgment declaring that ACE and three other Respondents acted in bad faith and are estopped from denying insurance coverage in four of the underlying lawsuits; extra-contractual money damages resulting from alleged claim-handling violations relating to four of the underlying lawsuits; an award of treble damages under the Washington Consumer Protection Act; and judgment declaring that Respondents' insurance policies cover four of the underlying lawsuits.⁸ (CP 384.)

b) Illinois Insurance Litigation.

On or about December 16, 2008, ACE commenced a declaratory judgment action in the U.S. District Court for the Northern District of

⁷ ACE filed its second supplemental designation of clerk's papers, but as of the time of writing the CP cites were not yet available. Therefore, the trial court docket numbers are used to identify the forthcoming clerk's papers.

⁸ Contrary to what Appellants represent in their opening brief, in this litigation, Appellants are not seeking a judgment relating to one of the underlying lawsuits, *i.e.*, *Ogard, et al. v. EC-Timber Ridge, LLC*, et al., King County No. 08-2-17079-9 SEA ("*Ogard*"). Notably, the allegations in *Ogard* relate to the same property that is at issue in *Timber Ridge Condominium Association v. EC-Timber Ridge, LLC, et al.*, King County No. 07-2-38036-1 SEA ("*Timber Ridge*"), which is one of the underlying lawsuits that is at issue in the Washington coverage litigation. (CP 2498-2542, 2588-2650.) Furthermore, ACE's understanding is that the Equity affiliates are still seeking insurance coverage for the *Ogard* litigation. (CP 1621 ¶ 28.)

Illinois. (CP 2292-2303.) In that lawsuit, ACE sued each of the Equity Companies, and sought declaratory judgments vis-à-vis all five underlying construction defect lawsuits. *Id.* ACE voluntarily dismissed that lawsuit, and on July 7, 2009, ACE re-filed its Complaint in Illinois state court.⁹ ACE did not join any of the underlying plaintiffs as parties in either lawsuit – and neither Court dismissed ACE’s Complaint for failing to join (allegedly) necessary parties.

c) Dismissal of Washington Insurance Litigation.

In response to Appellants’ allegations, ACE and other Respondents have pled a number of affirmative defenses. The affirmative defenses include that the Court lacks personal jurisdiction, that the Court should decline to exercise subject matter jurisdiction per the doctrine of forum non conveniens, that the law of a foreign jurisdiction (*i.e.*, Illinois) governs the litigation, that Appellants have failed to join necessary and indispensable parties as required by CR 19 (*i.e.*, the non-party Equity Companies), and that Appellants’ suit is barred by the terms and conditions of the policies. (CP 50-57, 387-97, 411-24.) Appellants’ causes of action and Respondents’ affirmative defenses also give rise to related legal issues, including which versions of the insurance policies are true

⁹ ACE had filed its Complaint in Illinois State Court and had served all five Appellants before Appellants filed their opening brief in this appeal. (App. C.)

and correct and whether each Appellant is an “insured” under each insurance policy.

For a lawsuit involving thirteen parties, relating to four separate underlying lawsuits, and that has proceeded for months, the parties have conducted only limited discovery, including short sets of written discovery directed to ACE and pursuant to which ACE produced its underwriting files, produced its claim files, provided information supporting its affirmative defenses, and identified twenty-three witnesses who might have knowledge or information pertinent to ACE’s affirmative defenses. (CP 2373-2416.) None of those witnesses lives in Washington State, and fourteen of those witnesses reside in Illinois. (CP 2408-14.)

Appellants have also deposed a limited number of Respondents’ witnesses in Seattle after moving to compel Respondent Admiral Insurance to produce its witnesses in Seattle.¹⁰ Three ACE witnesses flew out to Seattle from their respective places of business in Chicago, New York, and Philadelphia for their depositions. (CP 2065 ¶ 24, CP 2427-39.) Furthermore, Respondents deposed one of Equity Residential’s brokers in Denver when the broker refused to appear for a deposition in Seattle. (*See* CP 2065.) Likewise, Equity Residential refused to produce a corporate

¹⁰ *See* Dkt. Nos. 58, 77. Respondent Admiral Insurance’s witnesses were located in New Jersey and Georgia. (Dkt. No. 61.) Respondent National Surety’s witness was located in Southern California. (Dkt. No. 69.)

representative or produce documents. In its motion for a protective order, Equity Residential argued that its corporate representative in Chicago (1) was “ultimately responsible for identifying and gathering documents and information responsive to discovery requests directed to Equity Residential in this insurance coverage dispute” and (2) was too busy “preparing witnesses and documentary evidence” for one of the underlying lawsuits to appear in Seattle for the deposition or produce responsive documents.¹¹ Later, Equity Residential responded by advising Respondents that it has sixty-seven boxes of responsive insurance-related documents available for inspection at a storage facility in Illinois. (CP 2678-80.)

On April 15, 2009, the trial court exercised its discretionary power to dismiss this case under the doctrine of *forum non conveniens*:

After reviewing all of the materials that have been submitted, and taking notice of the underlying complaint as well as the underlying lawsuits that are not part of this particular case, it’s my determination that the homeowners are not a necessary party to this litigation. This really is an issue of contract interpretation; it’s a question of looking at an insurance policy and interpreting the terms.

I am unable to make a finding today that Washington is the state with the most significant relationship to this transaction or contract that this court would have had to interpret. So, therefore, this court is going to grant the motion. I’m going to decline jurisdiction, and I believe that

¹¹ Dkt. Nos. 224, 225, 228.

the matter should properly be heard in Illinois. I don't think I need to decide other issues in light of the fact that this court has decided where the forum is.

* * *

For my purposes today I'm comfortable that there is an alternative forum where this can be litigated. I really believe that it's a contract issue, it's an insurance coverage matter, and the most significant relationship is to the State of Illinois given that is where these entities are incorporated, domiciled, and where the contract was entered into.¹²

After the trial court declined jurisdiction over this case in favor of Illinois, Appellants commenced this appeal.

III. ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

Appellants assign error to the trial court's *forum non conveniens* dismissal, and raise only two issues for this Court to consider on appeal. The first issue relates to the "adequate alternative forum" determination under the doctrine of *forum non conveniens*. The second issue arises out of the trial court "failing to defer to the policyholder's choice of . . . forum[.]" Appellants' Br. at 3.

ACE presents the issues as follows:

ISSUE ONE: Where the trial court identified Illinois as an adequate alternative forum that can provide some relief to the parties as

¹² RP: 47:9-25; 49:19-25.

required under the doctrine of *forum non conveniens*, is this Court compelled to conclude that the trial court did not abuse its discretion?

ISSUE TWO: Where the trial court has considered all relevant public and private interest *forum non conveniens* factors (including but not limited to the stated preference of Appellants), and where its balancing of these factors was not manifestly unfair, unreasonable, or untenable, is this Court compelled to conclude that the trial court did not abuse its discretion?

IV. ARGUMENT

A. The Standard of Review is Abuse of Discretion.

This Court reviews a trial court's *forum non conveniens* dismissal for an abuse of discretion. *In re Marriage of Morrison*, 26 Wn. App. 571, 575, 613 P.2d 557 (1980). A trial court's decision to dismiss a case under the doctrine of *forum non conveniens* constitutes an abuse of discretion only if it is "manifestly unfair, unreasonable, or untenable." *Myers v. Boeing Co.*, 115 Wn.2d 123, 128, 794 P.2d 1272 (1990). If this Court "cannot say that no reasonable person would have ruled as the court did" then the trial court should be affirmed. *Morrison*, 26 Wn. App. at 576.

B. The Trial Court Properly Exercised Its Discretion When It Dismissed This Case Under the Doctrine of *Forum Non Conveniens*.

Our Supreme Court has explained the purpose of *forum non conveniens* as follows:

The doctrine of *forum non conveniens* grants a court the discretionary power to decline a proper assertion of its jurisdiction “when the convenience of the parties and the ends of justice would be better served if the action were brought and tried in another forum.” Essentially, the doctrine limits the plaintiff’s choice of forum to prevent him or her from “inflicting upon [the defendant] expense or trouble not necessary to [the plaintiff’s] own right to pursue his remedy.”

Sales v. Weyerhaeuser, 163 Wn.2d 14, 20, 177 P.3d 1122 (2008) (citations omitted).

In considering whether to dismiss an action on *forum non conveniens* grounds, the trial court must examine: (1) whether an adequate alternative forum exists, and (2) whether the balance of private and public interest factors favors dismissal. *See Piper Aircraft Co. v. Reyno*, 454 U.S. 235, 254 n.22, 257, 102 S. Ct. 252, 70 L. Ed. 2d 419 (1981); *accord Sales*, 163 Wn.2d at 20. “[W]here the court has considered all relevant public and private interest factors, and where its balancing of these factors

is reasonable, its decision deserves substantial deference.” *Creative Tech., Ltd. v. Aztec Sys. Pte, Ltd.*, 61 F.3d 696, 699 (9th Cir. 1995).¹³

1. Illinois is an Adequate Alternative Forum That Can Provide Some Relief to the Parties.

An alternate forum is “adequate” so long as some relief, however small, is available to the party in the alternate forum. *Klotz v. Dehkhoda*, 134 Wn. App. 261, 268, 141 P.3d 67 (2006). An alternate forum will rarely be inadequate and is inadequate only if “the remedy provided by the alternative forum is so clearly inadequate or unsatisfactory that it is no remedy at all.” *Hill v. Jawanda Transp. Ltd.*, 96 Wn. App. 537, 541, 983 P.2d 666 (1999); *see also Lueck v. Sundstrand Corp.*, 236 F.3d 1137, 1142 (9th Cir. 2001) (“an alternative forum ordinarily exists when the defendant is amenable to service of process in the foreign forum”) (citing *Piper Aircraft*, 454 U.S. at 254 n.22).

Here, Appellants are seeking a variety of relief, including (1) a judgment declaring that three Respondents acted in bad faith, (2) extra-contractual money damages resulting from alleged claim-handling violations, (3) damages resulting from alleged consumer protection violations, and (4) a judgment declaring that Respondents’ insurance

¹³ “[O]rdinarily an appellate court must affirm [a *forum non conveniens* dismissal] if the [trial] court’s decision was not unreasonable or arbitrary even though the appellate court might itself have given different weights to some of the pertinent factors.” 14D Wright & Miller, FEDERAL PRACTICE AND PROCEDURE § 3828.5, at 746 (3d ed. 2007).

policies cover the underlying lawsuits. It is beyond dispute that Illinois can provide Appellants with relief: Illinois recognizes a cause of action for declaratory relief,¹⁴ Illinois recognizes a cause of action for bad faith,¹⁵ Illinois has a consumer protection statute,¹⁶ and Illinois has insurance claim-handling regulations that are enforced by the State.¹⁷ As there is a competing action underway in Illinois that can provide the parties with some relief, the trial court did not abuse its discretion by identifying Illinois as an adequate alternative forum.

2. This Court Should Decline to Address Appellants’ Speculative “Necessary Party” Argument.

Notwithstanding the above analysis, Appellants devote eight pages of their brief to a “necessary party” argument that pertains only to the degree of remedy available in the Illinois forum. Appellants’ Br. at 10-18. Under the well-established legal principles discussed above, Illinois is an adequate alternative forum as a matter of law because there is “some remedy” to the parties.

Appellants’ argument is that the underlying Washington plaintiffs in the construction defect litigation (who apparently are not subject to

¹⁴ See, e.g., 735 ILCS 5/2-701; *Korte Constr. Co. v. Am. States Ins.*, 322 Ill. App. 3d 451, 457, 750 N.E.2d 764, 255 Ill. Dec. 847 (2001).

¹⁵ 215 ILCS 5/155.

¹⁶ 815 ILCS 505/1 – 505/12.

¹⁷ 215 ILCS 5/154, *et seq*; *Hoffman v. Allstate Ins. Co.*, 85 Ill. App. 3d 631, 635, 407 N.E.2d 156, 40 Ill. Dec. 925(1980).

compulsory process in Illinois) might qualify as “necessary parties” in the ongoing Illinois insurance litigation. The trial court appropriately refused to speculate as to how the Illinois court might rule on this issue if and when the issue may be raised in the ongoing Illinois litigation. (*See* RP 48-49.) Likewise, this Court should decline to address Appellants’ speculative arguments about a potential future ruling from another court that could merely alter (but not eliminate) the remedy available in Illinois.

3. Appellants’ “Necessary Party” Argument Fails for at Least Five Reasons.

In the event this Court considers Appellants’ “necessary parties” argument, ACE notes the following fundamental and fatal flaws:

First, Appellants argue only that the underlying plaintiffs are necessary parties vis-à-vis the insurance coverage issues. Even if that were true, which it is not, the underlying plaintiffs still would not qualify as necessary parties vis-à-vis Appellants’ other causes of action.¹⁸ So, Appellants could still seek “some relief” in Illinois, and as a matter of law, Illinois is an adequate alternate forum.

Second, Appellants incorrectly suggest that underlying plaintiffs are always necessary parties in an Illinois insurance coverage dispute.

¹⁸ *See, e.g., Winklevoss Consultants, Inc. v. Federal Ins. Co.*, 174 F.R.D. 416, 418-19 (N.D. Ill. 1997) (an underlying plaintiff is not a necessary party if a cause of action affects only the funds of the insured).

Appellants' Br. at 10. The case law that Appellants cite in their opening brief address limited circumstances involving primary liability insurance policies and underlying plaintiffs who were tort victims.¹⁹ In those cases, either directly or implicitly, the courts held that the underlying plaintiffs were necessary parties, because (1) there is a public policy interest in protecting people who are injured because of the negligent operation of motor vehicles; and (2) in tort cases, there is a risk that the insured tortfeasor will fail to appear in the case or inadequately litigate the case, thereby eliminating a source of funds for the victim. *See, e.g., Skidmore v. Throgmorton*, 323 Ill. App. 3d 417, 422, 751 N.E.2d 637, 256 Ill. Dec. 247 (2001). Appellants' case law is easily distinguishable, because here, the insurance policies at issue are general liability insurance policies, the underlying lawsuits allege property damage due to construction defects,

¹⁹ *See, e.g., Allied Am. Ins. Co. v. Ayala*, 247 Ill. App. 3d 538, 544, 616 N.E.2d 1349, 186 Ill. Dec. 717 (1993) (involving a primary auto policy and an underlying plaintiff who was a tort victim; court held that drivers and injured claimants "in an underlying vehicle accident claim" are "generally" indispensable parties to an insurance coverage claim); *Society of Mt. Carmel v. Nat'l Ben Franklin Ins. Co.*, 268 Ill. App. 3d 655, 660-61, 643 N.E.2d 180, 205 Ill. Dec. 673 (1994) (involving a primary insurance policy; the court observed that Illinois courts have "consistently" [*i.e.*, not "always"] determined that a "tort claimant" in an underlying action is a necessary party to an insurance coverage claim); *Williams v. Madison County Mut. Auto. Ins. Co.*, 40 Ill. 2d 404, 408, 240 N.E.2d 602 (1968) (holding limited to primary auto policy and an underlying plaintiff who was a tort victim; court allowed litigation to proceed without joining the underlying plaintiff); *Skidmore v. Throgmorton*, 323 Ill. App. 3d 417, 751 N.E.2d 637, 256 Ill. Dec. 247 (2001) (involving a primary auto policy and an underlying plaintiff who was a tort victim); *Chandler v. Doherty*, 299 Ill. App. 3d 797, 702 N.E.2d 634, 234 Ill. Dec. 294 (1998) (involving primary auto policy and an underlying plaintiff who was a tort victim); *Flashner Med. P'Ship v. Mktg. Mgmt., Inc.*, 189 Ill. App. 3d 45, 545 N.E.2d 177, 136 Ill. Dec. 653 (1989) (involving primary malpractice policy and an underlying plaintiff who was a tort victim).

and the defendants in the underlying lawsuits are “large, sophisticated companies” with ample funds available to satisfy any adverse judgments. Accordingly, the reasoning employed by the those Courts do not apply to the facts of this case.

Moreover, even in those cases, Illinois courts have observed that the rule is “not absolute,” and have held that underlying plaintiffs are not necessary parties to an insurance coverage dispute.²⁰ Indeed, Appellant Equity Residential commenced three similar insurance coverage declaratory judgment actions in Illinois, and in each case, the Illinois court implicitly declared that the underlying plaintiffs were not necessary parties.²¹ *See, e.g., Zurich Ins. Co. v. Baxter*, 275 Ill. App. 3d 30, 38, 655 N.E.2d 1173, 211 Ill. Dec. 790 (1995) (if a court allows an insurance coverage cause of action to proceed without joining the underlying plaintiffs, it is presumed to have declared that the underlying plaintiffs were not necessary parties).

²⁰ *See, e.g., Zurich Ins. Co. v. Baxter*, 275 Ill. App. 3d 30, 36-38, 655 N.E.2d 1173, 211 Ill. Dec. 790 (1995) (finding that the underlying tort claimants were not necessary parties, because [1] a contrary ruling would preclude a national company that is headquartered in Illinois from litigating insurance coverage actions in Illinois, and [2] such a result would be “as absurd as it is unacceptable”; observes that Illinois courts have determined declaratory judgment actions in which the underlying plaintiffs were not joined, and thereby implicitly ruled that the underlying plaintiffs were not necessary parties) (citing *U.S. Fid. & Guar. Co. v. Wilkin Insulation. Co.*, 144 Ill. 2d 64, 578 N.E.2d 926, 161 Ill. Dec. 280 (1991); *Zurich Ins. Co. v. Raymark Indus., Inc.*, 118 Ill. 2d 23, 514 N.E.2d 150, 112 Ill. Dec. 684 (1987)).

²¹ CP 2180-88, 2191-2206, 2223-37.

Third, Appellants have not demonstrated that the underlying plaintiffs are necessary parties under the specific facts and circumstances of the present insurance coverage cause of action. In Illinois, to determine whether a party is “necessary,” a court will first consider whether that party has a present substantial interest in the dispute, as opposed to an expectancy or future contingency in the dispute. *Safeco Ins. Co. v. Treinis*, 238 Ill. App. 3d 541, 546, 606 N.E.2d 379, 179 Ill. Dec. 547 (1992). If the party has a present substantial interest in the dispute, an Illinois court will evaluate whether it should require that party to join the suit (1) to protect an interest that the party has in the subject matter of the dispute, which would be materially affected if a judgment is entered in the party’s absence; (2) to protect the interests of the parties that are before the court; or (3) to enable the court to completely determine the controversy. *Id.*

Here, ACE issued excess insurance policies with considerable retained limits. Appellants have not and cannot establish that the underlying plaintiffs have a “present” and “substantial” interest in the ACE policies because the insureds have the first-dollar exposure in each claim up to \$6,500,000. To illustrate, the verdict in one of the underlying construction defect lawsuits is instructive: the total verdict suit was \$742,000, which is less than the amount of the applicable “retained

limits.” Further, as Appellants argued in their previous lawsuits, and unlike the defendants in the authority cited by Appellants, Appellants have considerable resources to satisfy any adverse judgment. (CP 2122 ¶ 4, 2254, 2273-74.) In fact, Appellants are “large, sophisticated companies” with a national presence. (CP 981, 2140-52.) The underlying plaintiffs therefore do not have a “present” or “substantial” interest in this litigation, nor are they in danger of being materially affected if a judgment was entered in their absence. So, Appellants have failed to demonstrate that the underlying plaintiffs are necessary parties.

Fourth, Appellants incorrectly suggest that the underlying plaintiffs must be joined in the Illinois litigation. To the contrary, Appellants cite to authority in which Courts found that certain parties were necessary parties, but did not require the plaintiffs to join them as parties.²² Consistent with this conclusion, Appellants are presently litigating three insurance coverage lawsuits in Illinois involving the same underlying lawsuits.²³ The parties have not joined the underlying plaintiffs as parties, Appellants have not moved to dismiss those lawsuits for alleged failure to join

²² See, e.g., *Treinis*, 238 Ill. App. 3d at 547 (parties were not necessary as the court could completely dispose of the matter in their absence).

²³ On or about February 17, 2009 and February 23, 2009, Respondent National Surety and non-party Arrowood Surplus Lines Insurance Company (“Arrowood”) respectively commenced declaratory judgment actions in Illinois against the Equity Companies. In those actions, National Surety and Arrowood are each seeking a declaratory judgment vis-à-vis all five underlying lawsuits. (CP 2305-60, 2362-71.)

necessary parties, and yet each court has allowed the litigation to proceed.²⁴

Finally, Appellants incorrectly suggest that Illinois is an inadequate alternate forum because the underlying plaintiffs are not subject to compulsory process. As Appellants have argued in one of the previous Illinois insurance lawsuits, should the underlying plaintiffs wish to assert that they have substantial interest in the insurance coverage causes of action, they may voluntarily submit to the Illinois courts' jurisdiction and seek to intervene. (*See* CP 2274.)

For all of these reasons, Appellants' speculative "necessary parties" argument (which is not necessary for this Court to address) fails on the merits.

4. Neither the Preference of the Foreign Plaintiff Nor the Location of the Property is Dispositive.

Appellants contend that the trial court abused its discretion by "failing to defer to the policyholder's choice of . . . forum[.]" Appellants' Br. at 3. They further contend that insurance coverage litigation should always take place where underlying property is located. The doctrine of *forum non conveniens*, however, compelled the trial court to balance

²⁴ Neither National Surety nor Arrowood joined any of the underlying plaintiffs as defendants, and the Court has not dismissed either Complaint for failing to join necessary parties. (App. D.) *See also, e.g., Baxter*, 275 Ill. App. 3d at 38.

several private and public interest factors. *See Piper Aircraft*, 454 U.S. at 254 n.22; *accord Sales*, 163 Wn.2d at 20. This is precisely what the trial court did in this case.

A plaintiff's choice of forum is generally entitled to greater deference when the plaintiff has chosen the home forum, assuming that the home forum choice is both reasonable and convenient. *See Piper Aircraft*, 454 U.S. at 256. In this case, Appellants are Illinois citizens, but have expressed a preference for a Washington State forum. Their choice is therefore not entitled to greater deference.

With regard to concerns over the location of the property, this is an insurance coverage dispute between parties to insurance contracts; this is not a dispute over the property itself. If this Court were deciding proper venue between two Washington counties, the lawsuit would proceed in "the county where the cause of action arose." RCW 48.05.220 ("Suit upon causes of action arising within this state against an insurer upon an insurance contract shall be brought in the county where the cause of action arose.") Although this is not a venue dispute between two Washington counties, the statute is nonetheless instructive. Appellants' causes of action are related to the insurance policies that, as is often the case, could apply to property located in countless jurisdictions. A determination of where the causes of action arose requires a close look at where the policies

were negotiated and issued. ACE negotiated the policies through its underwriters in New York, New York, and in Chicago, Illinois. (CP 1559 ¶ 9; CP 1740 ¶ 20.) Equity Residential Properties Trust negotiated terms in Denver, Colorado. (CP 1559 ¶ 9.) Equity Residential negotiated terms through its broker in Chicago, Illinois, where the policies were ultimately issued. (CP 1559 ¶ 9, CP 1740 ¶ 20.) None of these facts would support a determination that the insurance contract dispute “arose” in Washington State.

C. The Trial Court Properly Determined that the Balance of the Private Factors Favors Dismissal of this Case.

In this case, the parties’ private interests include: (1) the relative ease of access to sources of proof; (2) the availability of compulsory process for attendance of unwilling witnesses and the costs of obtaining attendance of willing witnesses; (3) the possibility of viewing the site, if a site visit would be appropriate; and (4) all other practical problems that make trial of a case easy, expeditious, and inexpensive. *Myers*, 115 Wn.2d at 128. As discussed below, each of these private interests weighs in favor of litigating this dispute in Illinois.

1. Proceeding in Illinois Affords Easier Access to the “Sources of Proof.”

The parties’ dispute presents issues that merely call for a court to interpret the parties’ respective rights and obligations under certain

insurance policies. Accordingly, the relevant “sources of proof” relate not to allegedly damaged condominiums, but to the insurance policies and the Equity affiliates’ pursuit of insurance coverage under those insurance policies.

Locating those sources of proof will be far easier in Illinois than in Washington State. The vast majority of material witnesses are located in Illinois. Indeed, the Equity affiliates’ employees are located in Illinois, Equity Residential’s insurance brokers are located in Illinois, and ACE’s underwriters for the 2003-2007 insurance policies are located in Illinois. Evidence from ACE underwriters and Equity Residential’s brokers is highly relevant to many of the issues in this coverage dispute, including choice of law issues and policy interpretation issues. ACE’s underwriters for the 2003-2007 policies maintain their original documents in Illinois. It will therefore be easier for the parties to access those documents in Illinois than in Washington State. Evidence from the Equity affiliates’ employees is relevant to claim-handling issues, interpretation of coverage conditions, determining whether each appellant is an insured, bad faith issues, and consumer protection issues. Because the Equity affiliates’ principal place of business is in Illinois, Equity Residential presumably maintains its original documents in Illinois. (CP 2215) (“If evidence becomes necessary, the primary pieces of evidence are easily accessible [in

Illinois].”); (CP 2248) (“Equity Residential keeps the documents and records of the negotiations relating to the Genesis Policy in its Chicago office.”)

The insurance coverage issues in this case involve far more than just the extent, timing and value of “property damage,” as Appellants assert. *See* Appellants’ Br. at 20. For instance, each Appellant must establish that it is an insured under each insurance policy, and each Appellant must establish that it has satisfied each and every condition precedent to insurance coverage. As Appellants are located in Illinois, the witnesses and evidence pertaining to those issues are necessarily in Illinois.

In addition, for other material witnesses who live outside of Illinois, Illinois is a more convenient forum than Washington State. Specifically, ACE’s employees are located in Pennsylvania, and ACE’s underwriters for the 2000-2003 policies are located in New York. As stated above, these witnesses have material information relevant to many of the issues in this litigation. Illinois is a considerably closer and more convenient venue than Washington State for those witnesses. Likewise, it will be easier for the parties to depose those witnesses from Illinois than from Washington State because the Equity affiliates’ principal place of business is in Illinois and ACE does business in Illinois.

Fourth, Appellants argue that certain evidence and original documents pertaining to the underlying construction defect lawsuits are more easily accessible in Washington State than in Illinois. Appellants' Br. at 23. As Equity Residential has previously acknowledged, physical evidence such as alleged property damage occurring in Washington is irrelevant to this insurance dispute. (*See* CP 2248) ("Since this is a simple contract interpretation case, no other physical evidence will be needed beyond [documents pertaining to the negotiations of the policy].") Although the subject properties at issue in the construction defect litigation are located in Washington State, it is wholly unnecessary for a jury to visit the properties to resolve the parties' insurance coverage dispute.

Further, Appellants' authority in support of this argument is easily distinguishable.²⁵ Appellants cite to two environmental contamination cases, where generally, the state where the contaminated property is located has a substantial interest in regulating the conduct at issue and is therefore very aggressive about holding onto environmental coverage cases. In such cases, either expressly or implicitly, the courts' fundamental concern has been that the state's taxpayers would need to

²⁵ Appellants cite *J.H. Baxter & Co. v. Central National Insurance Co. of Omaha*, 105 Wn. App. 657, 20 P.3d 967 (2001) and *Vulcan Materials Co. v. Alabama Insurance Guaranty Association*, 985 So.2d 376 (Ala. 2007).

fund the cleanup of any site that insurance did not cover. In comparison, that concern is not present here, as this is a contract interpretation case and the underlying lawsuits are based on alleged construction defects. The State of Washington will not need to fund any repairs of the condominiums that insurance does not cover. Further, Appellants have hundreds of millions of dollars available to pay the underlying plaintiffs if any adverse judgments are entered.

In this insurance coverage action, the insurers' obligations, if any, turn on issues of contract interpretation, and the majority of witnesses who would testify as to those issues reside in Illinois. The trial court properly focused on the contract dispute in determining that it would be easier for the parties to access the relevant sources of proof in Illinois than in Washington State.

2. It Would Be Easier and Less Expensive to Obtain Witnesses' Attendance in Illinois.

As the Equity affiliates' current employees are located in Illinois, it would be easier and less expensive for those witnesses to attend depositions and trial in Illinois, their home state. (*See, e.g.*, CP 2251-52) (Equity Residential would "avoid substantial transportation costs" if the litigation were venued in Illinois.) Likewise, certain of ACE's underwriters are located in Illinois, ACE's employees are located in

Pennsylvania, and certain of ACE's underwriters are located in New York. As such, it would be less expensive and more convenient for those witnesses to attend depositions and trial in Illinois rather than Washington State.

Moreover, Equity Residential's insurance brokers are Illinois entities. Importantly, the brokers and their employees are third-party witnesses whom this Court may not compel to attend depositions or trial in Washington State. Indeed, ACE has already experienced difficulty in compelling the attendance of the brokers, who refused to sit for deposition in Washington. (CP 2065.) In contrast, an Illinois court may compel those witnesses to attend depositions and trial in Illinois.

A final issue is material witnesses, who are former employees of Appellants and ACE residing in Illinois. It is unlikely that this Court may compel those witnesses to attend depositions or trial in Washington State. In contrast, an Illinois court may compel those witnesses to attend depositions and trial in Illinois.

In sum, this factor also weighs heavily in favor of Illinois, because an Illinois Court can more easily and less expensively obtain witnesses' attendance in Illinois.

3. Consideration of Other Practical Problems Identifies Illinois as the More Convenient Forum.

There are several additional private-interest issues that weigh in favor of Illinois:

First, three Equity affiliates not parties to the Washington insurance litigation are seeking insurance coverage from ACE for the underlying lawsuits. By failing to join those three affiliates as plaintiffs, Appellants have left ACE and the other insurers exposed to multiple litigation and inconsistent judgments. In contrast, in the Illinois insurance litigation, all of the Equity affiliates are parties. So, it would be more practical and expeditious for the parties to proceed in Illinois.

Second, in this litigation, Appellants are not seeking a declaratory judgment relating to the underlying Ogard litigation. (CP 375-86.) Yet Appellants are seeking insurance coverage from ACE with respect to the underlying Ogard litigation, and the Ogard litigation relates to the same property that is at issue in the underlying Timber Ridge litigation, which is one of the underlying lawsuits that is at issue in the Washington insurance litigation. (CP 1621 ¶ 28, CP 2588-2650.) As a result, the rights and duties of the parties relating to the underlying Ogard litigation cannot be determined in this litigation, and Appellants have left ACE and the other insurers exposed to multiple litigation and inconsistent judgments with

respect to the Timber Ridge project. In contrast, in the Illinois insurance litigation, ACE seeks a declaratory judgment vis-à-vis all five underlying lawsuits. So, again, proceeding in Illinois is more practical and expeditious for the parties.

Third, this Court will promote judicial economy by dismissing this litigation in favor of litigation in Illinois, even though Equity Residential commenced the Washington insurance litigation before ACE commenced its Illinois insurance litigation. As a threshold matter, all of the underlying lawsuits remain pending, and one has been reduced to verdict. Subject to other terms, conditions, exclusions and limitations, ACE can owe no duty to pay an insured under the policies until a judgment has been entered against the insured and the insured first satisfies its considerable “retained limit.”²⁶ Because ACE has no present duty to pay, the fact that Equity Residential first filed its Complaint in May 2008 is ultimately irrelevant. If anything, Equity Residential filed its Complaint considerably prematurely.

Further, the Washington insurance litigation has progressed very little. On November 10, 2008, Equity Residential amended its Complaint to join five additional parties. (CP 375-86.) ACE commenced the Illinois insurance litigation just five weeks later on December 12, 2008. The

²⁶ See, e.g., CP 1662, 1673, 1748, 1800, 1849, 1895.

Washington insurance litigation was then transferred to a new King County Superior Court judge on January 12, 2009.²⁷

Fourth, Appellants and ACE have conducted very limited discovery for a case involving five plaintiffs, eight defendants, four underlying lawsuits, and four subject properties. If the case proceeds in Washington State, ACE will need to depose a number of witnesses, most of whom reside in Illinois. Some of those witnesses are third parties whom this Court may not compel to attend depositions in Washington State, *i.e.*, Equity Residential's insurance brokers and their current and former employees. Also, although the Court may compel Appellants' witnesses to attend depositions in Washington State, as a practical matter, travel schedules will necessarily affect and impede ACE's ability to schedule those witnesses' depositions in Washington State. However, should the litigation proceed in Illinois, these kinds of difficulties will be dramatically reduced because the majority of the witnesses to be deposed by ACE reside there. (CP 2065-66 ¶ 25, CP 2074-75, CP 2266.)

Fifth, no substantive rulings have been made in this litigation, with the exception of dismissal of Appellants' Complaint per the doctrine of *forum non conveniens*. In Equity Residential's previous litigation against its insurers, under substantially similar circumstances, Equity Residential

²⁷ Dkt. No. 91.

maintained that a concurrent Florida lawsuit was “in its infancy,” because the Florida court had not made any substantive rulings. (*See* CP 2269.) Consistent with Equity Residential’s reasoning, the Washington State litigation is similarly in its “infancy.”

D. The Trial Court Properly Determined that the Balance of the Public Factors Favors Dismissal of this Case.

After considering the private factors above, the trial court went on to weigh various public interest factors, including: (1) administrative difficulties that courts endure if a case is not litigated at its origin; (2) the desire to impose jury duty on the citizens of the community that has the relationship to the litigation; (3) local interest in having localized controversies decided at home; and (4) the desire to litigate the case in the forum whose law governs the case, rather than having a court in another forum “untangle problems in conflict of laws and in law foreign to itself.” *Myers*, 115 Wn.2d at 129. As discussed below, the trial court properly concluded that each of these public interests weighs in favor of litigating this dispute in Illinois.

1. The Court Should Avoid the Administrative Difficulties of This Litigation, and Impose The Burden of Jury Duty on the Citizens of Illinois.

As discussed above, it is appropriate to consider the various administrative difficulties that can result if a case is not litigated at its origin. Specifically, courts should endeavor to impose the burden of jury

duty on the citizens of the community that has the relationship to the litigation. *Myers*, 115 Wn.2d at 129 (“administrative difficulties follow for courts when litigation is piled up in congested centers instead of being handled at its origin”).

Here, Illinois undoubtedly has the most significant relationship to Appellants’ dispute with ACE, and also to the origin of Appellants’ dispute with ACE. (CP 2035-54, 2085-101.) In its previous insurance litigation, Equity Residential repeatedly maintained that Illinois has the most significant relationship to Equity Residential’s insurance disputes for various reasons. (CP 2208-21, 2236, 2239-56, 2265-68, 2441-55.) Here, Illinois has the most significant relationship to Appellants’ insurance dispute with ACE because the dispute centers around issues of contract formation and interpretation, and the contracts in question originated in Illinois. This Court should therefore endeavor to help Washington courts avoid the administrative costs and difficulties that are associated with this litigation. Likewise, the Court should not impose the burden of jury duty on the citizens of King County, who have no relationship to this dispute. (*Cf.* CP 2253) (“Illinois has a strong interest in the outcome of this matter ... For [this] reason, an Illinois jury ... will not be burdened with a matter unrelated to Illinois.”)

In sum, this factor weighs in favor of litigating the case in Illinois, which has the most significant relationship to, and is the origin of, this insurance contract dispute.

2. Illinois Has a Local Interest in Deciding Localized Controversies at Home.

Appellants and their affiliates are all domiciled in Illinois, so Illinois is their “home” for purposes of this litigation. ACE conducts business in Illinois. Notably, in its previous insurance litigation, Equity Residential repeatedly argued that Illinois has a “great interest,” “strong interest,” and “substantial interest” in deciding Equity Residential’s insurance disputes, because Equity Residential is domiciled in Illinois and its insurers do business in Illinois. (*See, e.g.*, CP 2209, 2253, 2259, 2442.) Consistent with this conclusion, Illinois courts have expressed a public interest in presiding over insurance disputes that involve Illinois policyholders. *See Golden Rule Ins. Co. v. Manasherov*, 200 Ill. App. 3d 961, 967-68, 558 N.E.2d 543, 146 Ill. Dec. 580 (1990) (“[w]e believe that it is in the best interest of the public that when a dispute arises over a product, here an insurance policy, that is purchased locally, the best interests of justice are served by resolving that dispute in local courts”); *see also* 50 ILL. ADMIN. CODE § 919.20 (2009) (“The purpose of this Part is to set forth minimum standards for the investigation and disposition

of claims arising under contracts and certificates issued to residents of Illinois”). In light of Illinois’ demonstrated interest in resolving insurance disputes locally, using the resources of this jurisdiction to hear this case would be an inappropriate. Washington courts are already overburdened with claims involving local residents whose claims arose from events that occurred here.

As discussed above, Illinois’ strong interest in deciding localized controversies at home weighs heavily in favor of litigating this case in Illinois.

3. Illinois Law Applies; Therefore, an Illinois Court Should Preside Over the Case.

Another factor to balance is the public interest in litigating a dispute in the forum whose law applies. *Myers*, 115 Wn.2d at 129 (“[t]here is an appropriateness, too, in having the trial of a diversity case in a forum that is at home with the state law that must govern the case, rather than having a court in some other forum untangle problems in conflict of laws, and in law foreign to itself.”). Although the trial court did not decide the choice of law issue, the choice of law factors strongly favor application of Illinois substantive to Appellants’ allegations against ACE. In its previous insurance litigation, and consistent with ACE’s position in this case, Equity Residential repeatedly maintained that Illinois law

governs Equity Residential's insurance disputes. (*See, e.g.*, CP 2191-2206, 2239-56, 2258-2274, 2441-55.) Logically, an Illinois court will not need to "untangle" the law of its home state and is therefore the more convenient forum to apply Illinois law.

In sum, Illinois is an adequate alternate forum, and all private interests and public interests weigh in favor of Illinois. Indeed, as Equity Residential argued in its previous insurance litigation, Illinois is clearly the "optimal forum" in which to litigate Equity Residential's insurance dispute. (*See, e.g.*, CP 2209, 2442) ("Illinois thus is the optimal forum for deciding this matter"). Accordingly, the Court should affirm dismissal of Appellants' Complaint against ACE under the doctrine of *forum non conveniens*.

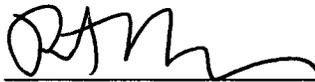
V. CONCLUSION

As discussed above, Appellants have not – and cannot – meet their burden of establishing that the trial court's order dismissing this lawsuit in favor of Illinois litigation was manifestly unfair, unreasonable, or untenable. There is an adequate alternative forum in the competing Illinois insurance litigation that is already underway in Appellants' home state. Because all private and public interests weigh in favor of litigating this dispute in the alternative forum of Illinois, it cannot be said that no

reasonable person would have ruled as the trial court did. Therefore, ACE respectfully requests that this Court affirm the order dismissing this case.

RESPECTFULLY SUBMITTED this 19th day of August, 2009.

COZEN O'CONNOR



William F. Knowles, WSBA No. 17212

Robert A. Meyers, WSBA No. 24846

Melissa O. White, WSBA No. 27668

Attorneys for Respondent

Ace American Insurance Company

DECLARATION OF SERVICE

Dava Bowzer states as follows:

I am a citizen of the United States of America and a resident of the State of Washington, I am over the age of 21 years, I am not a party to this action, and I am competent to be a witness herein.

On this 19th day of August, 2009, I caused copies of the foregoing RESPONDENT ACE AMERICAN INSURANCE COMPANY'S BRIEF to be served on the following parties as indicated below:

Attorneys for Plaintiffs/Appellants

Todd C. Hayes, Esq.	<input checked="" type="checkbox"/>	HAND DELIVERY
Andre V. Egle, Esq.	<input type="checkbox"/>	U.S. MAIL
HARPER HAYES, PLLC	<input type="checkbox"/>	FACSIMILE
One Union Square	<input type="checkbox"/>	FEDERAL EXPRESS
600 University St., Suite 2420	<input type="checkbox"/>	ELECTRONIC MAIL
Seattle, WA 98101		

Attorneys for Defendant USF&G

Duncan Fobes, Esq.	<input checked="" type="checkbox"/>	HAND DELIVERY
Andrew S. Kamins, Esq.	<input type="checkbox"/>	U.S. MAIL
PATTERSON BUCHANAN FOBES	<input type="checkbox"/>	FACSIMILE
LEITCH & KALZER, INC.	<input type="checkbox"/>	FEDERAL EXPRESS
2112 Third Ave., Suite 500	<input type="checkbox"/>	ELECTRONIC MAIL
Seattle, WA 98121		

Attorneys for Defendant Admiral Ins. Co.

James E. Horne, Esq.	<input checked="" type="checkbox"/>	HAND DELIVERY
Michelle A. Menely, Esq.	<input type="checkbox"/>	U.S. MAIL
GORDON THOMAS HONEYWELL	<input type="checkbox"/>	FACSIMILE
MALANCA PETERSON & DAHEIM	<input type="checkbox"/>	FEDERAL EXPRESS
600 University St., Suite 2100	<input type="checkbox"/>	ELECTRONIC MAIL
Seattle, WA 98101		

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CLERK OF SUPERIOR COURT
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Attorneys for Defendant National Surety Corp.

M. Colleen Barrett, Esq. [X] HAND DELIVERY
BARRETT & WORDEN, PS [] U.S. MAIL
2101 Fourth Ave., Suite 700 [] FACSIMILE
Seattle, WA 98121 [] FEDERAL EXPRESS
[] ELECTRONIC MAIL

Co-Counsel for Defendant National Surety Corp.

Admitted pro hac vice

John Hagar, Esq. [] HAND DELIVERY
HAGER & DOWLING [X] U.S. MAIL
319 E Carrillo Street [] FACSIMILE
Santa Barbara, CA 93101 [] FEDERAL EXPRESS
[] ELECTRONIC MAIL

***Attorneys for Defendants American International Specialty,
Illinois National Ins. Co. and National Union***

Stephen G. Skinner, Esq. [X] HAND DELIVERY
JOHNSON ANDREWS & SKINNER P.S. [] U.S. MAIL
200 W Thomas, Suite 500 [] FACSIMILE
Seattle, WA 98119 [] FEDERAL EXPRESS
[] ELECTRONIC MAIL

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

Executed at Seattle, Washington, this 19th day of August, 2009.



Dava Bowzer

Appendix A

CASE#: 08-2-17079-9 SEA JUDGMENT# NO JUDGE ID: 15
 TITLE: OGARD ET AL VS EC TIMBER RIDGE DBA ET AL
 FILED: 05/19/2008
 CAUSE: COM COMMERCIAL DV: N

RESOLUTION: DATE:
 COMPLETION: DATE:
 CASE STATUS: ACT DATE: 05/19/2008 ACTIVE
 ARCHIVED:
 CONSOLIDT:

NOTE1:*CONSOLIDATED W/07-2-38036-1 SEA FOR PRETRIAL/DISCOVERY PURPOSES ONLY
 NOTE2:

----- PARTIES -----

CONN.	LAST NAME, FIRST MI TITLE	LITIGANTS	DATE
PLA01	OGARD, SIERRA J		
PLA02	OGARD, BREANNA M		
PLA03	BELARDE, LEEANN		
PLA04	GABRIEL, JOSE L C		
PLA05	CAZAREZ, LEONOR B		
DEF01	EC TIMBER RIDGE		
DBA	EQUITY RESIDENTIAL		
DEF02	EQUITY RESIDENTIAL PROPERTIES		
	MANAGEMENT CORP		
DEF03	ERP OPERATING LIMITED		
	PARTNERSHIP		
DEF04	EQUITY RESIDENTIAL MD		
DEF05	ERP HOLDING CO INC		
DBA	ERP HOLDING CO INC (TRS)		
FKA	EQUITY CORPORATE HOUSING HOLDING		
	CO INC		
DEF06	HAWES, JACK		
DEF07	GOLDSTEIN, MARK		
ATP01	WITHEY, MICHAEL E		
BAR#	04787		
ATP02	QUICK, ELIZABETH M		
BAR#	28869		
WTD01	FRANK, JEFFREY GUY	1-7	
BAR#	16287		
WTD02	FITZPATRICK, STACEY	1-7	
BAR#	33525		
WTD03	CLARK, GREGORY A.V.	1-7	
BAR#	28832		
ATD04	FRANKLIN, JESSE OWEN IV	1-7	
BAR#	13755		
ATD05	LEWIS, BRIAN L	1-7	
BAR#	33560		
ATD06	SMETKA, PAULINE VICTORIA	6,7	
BAR#	11183		
ATD07	TRAMOUNTANAS, ATHAN EMMANUEL	2,5,6	
BAR#	29248		
ATD08	ANGELIS, THEODORE J	2,3,5,6	
BAR#	30300		
ATD09	FRANKLIN, JESSE OWEN IV	5	
BAR#	13755		

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-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
1	05/19/2008	SMCMP	SUMMONS & COMPLAINT	
2	05/19/2008	*ORSCS	SET CASE SCHEDULE	11-02-2009ST
		JDG52	JUDGE BRUCE HELLER, DEPT 52	
3	05/19/2008	CICS	CASE INFORMATION COVER SHEET	
		LOCS	ORIGINAL LOCATION - SEATTLE	
4	06/05/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
5	06/06/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
6	06/06/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
7	06/06/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
8	06/09/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
8A	06/10/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
9	06/18/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
10	06/20/2008	NTAPR	NOTICE OF APPEARANCE /DEFS	
11	06/23/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
12	07/08/2008	AN	ANSWER TO COMPLAINTN/EC TIMBER	
13	07/31/2008	CS	CONFIRMATION OF SERVICE	
14	08/20/2008	ANAFDF	ANSWER & AFFIRMATIVE DEF /GOLDSTEIN	
15	09/05/2008	ORAU	ORDER AUTHORIZING PRO HAC VICE /TIMOTHY PIERCE	
		EXP01	EX-PARTE, DEPT	
16	09/05/2008	NTWSUB	NOTICE WITHDRAW & SUBSTITUT COUNSEL	
17	09/17/2008	NTHG	NOTICE OF HEARING /CONSOLIDATE	09-25-2008
18	09/17/2008	MT	MOTION TO CONSOLIDATE/PLA	
19	09/23/2008	DCLR	DECLARATION OF KEVIN ROSENFELD	
20	09/23/2008	OB	OPPOSITION TO MT TO CONSILDATE	
21	09/23/2008	RSP	RESPONSE TO MTN TO CONSOLIDATE	
22	09/24/2008	RPY	REPLY RE MTN TO CONSOLDT/PLA'S	
23	09/26/2008	ORCNS	ORDER CONSOLIDATING CASES FOR PRETRIAL & DISCOVERY PURPOSES ONLY	
24	11/21/2008	ORCJ	ORDER FOR CHANGE OF JUDGE	
		JDG15	JUDGE MARY YU, DEPT 15	
25	01/21/2009	NTASCC	NOTICE OF ASSOCIATION OF COUNSEL	
26	03/27/2009	NTWDA	NOTICE OF WITHDRAWAL OF ATTORNEY	
27	04/13/2009	NTASCC	NOTICE OF ASSOCIATION OF COUNSEL	
28	06/05/2009	ANAFDF	ANSWER & AFFIRMATIVE DEF /EQUITY RE	
29	06/05/2009	ANAFDF	ANSWER & AFFIRMATIVE DEF /EQUITY RE	
30	06/05/2009	ANAFDF	ANSWER & AFFIRMATIVE DEF /HAWES	
31	06/05/2009	ANAFDF	ANSWER & AFFIRMATIVE DEFENSE /ERP	
32	06/05/2009	AN	ANSWER /DEFS ERP OPERATING LTD PRTN	
33	06/09/2009	ANAFDF	ANSWER & AFFIRMATIVE DEF/CERET DEFS	
34	07/06/2009	STP	STIPULATION RE SEPARATE TRIALS	

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NOV 11 2009 10:11 AM
KING SUPERIOR COURT

CASE#: 07-2-14061-1 SEA JUDGMENT# YES JUDGE ID: 3
 TITLE: BALATON CONDOMINIUM ASSN VS BALATON CONDOMINIUM ET AL
 FILED: 05/01/2007
 CAUSE: COM COMMERCIAL DV:

RESOLUTION: JVAT DATE: 06/29/2009 JURY VERDICT AFTER TRIAL
 COMPLETION: DATE:
 CASE STATUS: RSTY DATE: 06/28/2009 RETURN FROM DISCRETIONARY REVIEW/STAY
 ARCHIVED:
 CONSOLIDT: 07-2-39745-1
 NOTE1:* CONSOLIDATED UNDER THIS CAUSE NUMBER
 NOTE2:

----- PARTIES -----

CONN.	LAST NAME, FIRST MI TITLE	LITIGANTS	DATE
PLA01	BALATON CONDOMINIUM ASSN		
DEF01	BALATON CONDOMINIUM		
DEF02	EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP		
DEF03	ERP OPERATING LTD PARTNERSHIP		
DEF04	EQUITY RESIDENTIAL	DSM	04/20/2009
DEF05	ATTLESON, DAVID	DSM	05/19/2009
DEF06	WIEMER, SUSAN		
DEF07	HIMMERICH, AMY		
DEF08	SCULLY, TAMMY		
DEF09	GOLDSTEIN, MARK		
DEF10	MCHUGH, MICHAEL		
DEF11	PICOULAS, NATALIA		
DEF12	WIEMER, SUSAN	DSM	05/13/2009
DEF13	DRYK, JOHN	DSM	05/13/2009
DEF14	YUNKER, JOHN	DSM	05/13/2009
DEF15	EQUITY RESIDENTIAL CONDOMINIUMS		
ATP01	SIEGEL, JOHN CHRISTIAN		
BAR#	29866		
ATP02	MARCONI, ROBERT SCOTT		
BAR#	16369		
ATP03	MILLER, JESSE		
BAR#	35837		
ATP04	ROSENCRANTZ, MARK		
BAR#	26552		
WTD01	FRANK, JEFFREY GUY	1-3,5,9,11-14	
BAR#	16287		
WTD02	CLARK, GREGORY A.V.	1-3,5,9,11-13	
BAR#	28832		
WTD03	WARZECHA, TIMOTHY J	5	
BAR#	28890		
WTD04	FITZPATRICK, STACEY	1-3,5,9,11-13	
BAR#	33525		
ATD05	FRANKLIN, JESSE OWEN IV	1-3,5,9,11-13	
BAR#	13755		
ATD06	LEWIS, BRIAN L	1-3,5,9,11-13	
BAR#	33560		
WTD07	WRAITH, STEVEN GEORGE	5,6	
BAR#	17364		

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----- PARTIES -----

CONN.	LAST NAME, FIRST MI TITLE	LITIGANTS	DATE
ATD08	SCISCIANI, ANTHONY ROBERT III	5,6	
BAR#	32342		
ATD09	HENTY, CHARLES ADRIAN	5,6	
BAR#	39222		

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
1	05/01/2007	SMCMP	SUMMONS & COMPLAINT	
2	05/01/2007	*ORSCS	SET CASE SCHEDULE	10-13-2008ST
		JDG16	JUDGE MICHAEL HAYDEN, DEPT 16	
3	05/01/2007	CICS	CASE INFORMATION COVER SHEET	
		LOCS	ORIGINAL LOCATION - SEATTLE	
4	05/21/2007	NTFPR	NOTIC FILING PET REMOVE TO US DISTR	
5	07/27/2007	CRRSP	CORRESPONDENCE RE TRANSCRIPT RETURN	
			REINSTATEMENT OF CASE	
6	07/27/2007	TS	TRANSCRIPT/REMAND FROM US DIST CRT	
7	08/02/2007	AT	ATTACHMENT/US DIST COURT TRANSCRIPT	
8	08/09/2007	LIST	LIST /PL/CONSTRUCTION DEFECTS	
9	08/13/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
10	08/13/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
11	08/13/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
12	08/31/2007	AMCPT	AMENDED COMPLAINT	
13	08/31/2007	AMSM	AMENDED SUMMONS	
14	08/31/2007	DCLR	DECLARATION OF PLT COUNSEL	
15	08/31/2007	MT	MOTION TO CHANGE JUDGE/PLA	
16	09/04/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
17	09/05/2007	ORCJ	ORDER FOR CHANGE OF JUDGE	
18	09/05/2007	ORASR	ORDER ON ASSIGNMENT/REASSIGNMENT	
		JDG03	JUDGE JULIE SPECTOR, DEPT 3	
19	09/05/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
20	09/05/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
21	09/06/2007	NTAPR	NOTICE OF APPEARANCE /BALATON LLC	
22	09/06/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
23	09/10/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
24	09/13/2007	CS	CONFIRMATION OF SERVICE	
25	09/14/2007	NTAPR	NOTICE OF APPEARANCE/EQUITY RESIDEN	
26	09/17/2007	AGOR	AGREED ORD RE LIST OF KNOWN DEFECTC	
			REQUIRED BY RCW 64.50.030	
27	09/18/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
28	09/18/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
29	09/18/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
30	09/18/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
31	09/20/2007	ACSR	ACCEPTANCE OF SERVICE	
32	09/27/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
33	10/01/2007	NTAPR	NOTICE OF APPEARANCE /ATTLESON	
34	10/09/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
35	10/09/2007	CJPTY	CONFIRM. JOIN.: PARTY TO BE JOINED	
36	10/25/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
37	10/30/2007	AN	ANSWER TO AMEND COMPLAINT/DEFS	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
38	10/30/2007	NTAPR	NOTICE OF APPEAR/DEFS	
39	11/01/2007	NTWSUB	NOTICE WITHDRAW & SUBSTITUT COUNSEL	
40	11/09/2007	ACSR	ACCEPTANCE OF SERVICE /YUNKER	
41	11/19/2007	AGOR	AGREED ORDER RE PROTECTIVE ORD	
42	11/20/2007	ACSR	ACCEPTANCE OF SERVICE	
43	11/27/2007	\$JDR6	JURY DEMAND RECEIVED - SIX	125.00
44	12/31/2007	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
45	01/02/2008	AN	ANSWER TO AMD CMLPT/DEFTS 5,9,11-13	
46	01/10/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
47	03/21/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
48	03/28/2008	NTHG	NOTICE OF HEARING /PARTL SUM JDGMNT	04-25-2008
49	03/28/2008	DCLR	DECLARATION OF STACEY A FITZPATRICK	
50	03/28/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
51	03/28/2008	DCLR	DECLARATION OF DAVID ATTLESON	
52	03/28/2008	DCLR	DECLARATION OF JEFFREY G FRANK	
53	03/28/2008	DCLR	DCLR SUSAM WIEMER IN SUPP MT PTL SJ	
54	03/28/2008	DCLR	DCLR JOHN YUNKER IN SUPP MTN PTL SJ	
55	03/28/2008	MT	MOTION PTL SUMMARY JDGMT/DEF	
56	04/04/2008	NTHG	NOTICE OF HEARING/PARTL S/J	05-23-2008
57	05/08/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
58	05/08/2008	MTC	MOTION TO CONTINUE/STIPULATION	
59	05/08/2008	STP	STIPULATION TO STRIKE DEFS AFF DEFS	
60	05/08/2008	NTHG	NOTICE OF HEARING /CONTINUANCE	05-16-2008
61	05/14/2008	ORCNS	ORDER CONSOLIDATING CASES	
62	05/15/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
63	05/15/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
64	05/15/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
65	05/16/2008	ORCTD	ORD FOR CONTINUANCE OF TRIAL DATE	01-19-2009ST
66	05/19/2008	ORACS	ORDER AMENDING CASE SCHEDULE	01-19-2009
67	05/29/2008	MT	MOTION TO AMEND COMPLAINT/PLTFS	
68	05/29/2008	DCLR	DECLARATION OF DANIEL SWEDLOW	
69	05/29/2008	NTHG	NOTICE OF HEARING /LEAVE TO AMEND	06-06-2008
70	06/05/2008	NT	NOTICE ON NON-RECIPT/PLTF	
71	06/06/2008	ORGMT	ORDER GRANTING MTN TO AMEND CMLPT	
72	06/11/2008	SM	SUMMONS	
73	06/11/2008	AMCPT	AMENDED COMPLAINT	
74	06/24/2008	ACSR	ACCEPTANCE OF SERVICE	
75	07/10/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
76	07/10/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
77	07/11/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
78	07/16/2008	AN	ANSWER TO 2ND AMENDED CMLPT/CERT DEFS	
79	07/21/2008	NTHG	NOTICE OF HEARING/LEAVE FOR DEPO	07-29-2008
80	07/21/2008	DCLR	DECLARATION DANIEL SWEDLOW	
81	07/21/2008	MT	MOTION FOR DEPOSITIONS /PLA	
82	07/25/2008	RSP	RESPONSE /DEFTS	
83	07/25/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
84	07/25/2008	DCLR	DECLARATION OF STACY FITZPATRICK	
85	07/28/2008	RPY	REPLY PLNTF	
86	07/28/2008	DCLR	DECLARATION JESSIE MILLER	
87	07/29/2008	ORGMT	ORDER GRANTING MTN FOR LEAVE TO TAKE DEPOSITION	
88	07/29/2008	MT	MOTION FOR PROT ORDER	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
89	07/29/2008	DCLR	DECLARATION JEFFREY G FRANK	
89A	07/29/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
90	07/30/2008	NTHG	NOTICE OF HEARING	08-06-2008
		ACTION	8:30/MTN FOR PROTECT ORDER/EQUITY	
91	08/01/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
92	09/02/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
93	09/02/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
94	09/05/2008	ORAU	ORDER AUTHORIZING PRO HAC VICE /JESSE O FRANKLIN	
95	09/05/2008	NTWSUB	NOTICE WITHDRAW & SUBSTITUT COUNSEL	
95A	09/09/2008	OR	ORDER FOR COMMISSION FOREIGN DEPO	
		EXP01	EX-PARTE, DEPT	
96	09/15/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
96A	09/24/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
96B	09/24/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
97	09/25/2008	DCLR	DECLARATION OF STEVEN AMENTO	
98	09/25/2008	DCLR	DECLARATION OF JESSE MILLER	
99	09/25/2008	NTHG	NOTICE OF HEARING /RE CR16 CONF	10-03-2008
100	09/25/2008	MT	MOTION FOR CR 16 CONF /PLA	
101	09/26/2008	MT	MOTION /DEFT/SHORTEN TIME	
102	09/26/2008	MT	MOTION /DEFT/OVERLENGHT BRIEF	
103	09/26/2008	NTHG	NOTICE OF HEARING /FILE OVERLENGTH	10-03-2008
104	09/26/2008	NTHG	NOTICE OF HEARING /SHORTEN TIME	09-29-2008
105	09/26/2008	NTHG	NOTICE OF HEARING /CONT TRIAL	10-03-2008
106	09/26/2008	DCLR	DECLARATION OF JESSE FRANKLIN IV	
107	09/26/2008	DCLR	DECLARATION OF JESSE FRANKLIN IV	
108	09/26/2008	DCLR	DECLARATION OF GARY ACKERMAN	
109	09/26/2008	DCLR	DECLARATION JEFFREY FRANK	
109A	09/26/2008	MTC	MOTION TO CONTINUE TRIAL DATE	
110	09/29/2008	RSP	RESP TO MTN TO SHORTN TIME/PLTF	
111	10/01/2008	RSP	RESPONSE TO MT FOR CONFERENCE/DEF	
112	10/01/2008	DCLR	DECLARATION OF JESSE D. MILLER	
113	10/01/2008	DCLR	DECLARATION OF DEAN E. MARTIN	
114	10/01/2008	DCLR	DECLARATION OF JESSE O. FRANKLIN	
115	10/01/2008	DCLR	DECLARATION OF COLIN R. MURPHY	
116	10/01/2008	OB	OBJECTION / OPPOSITION /PLTF	
117	10/02/2008	ORSGT	ORDER SHORTENING TIME	
118	10/02/2008	ORGMT	ORDER GRANTING MTN TO FILE BRIEF	
119	10/02/2008	RPY	REPLY RE OPPOSITION/DEF	
120	10/02/2008	RPY	REPLY RE MTN CR16 CONF/PLA	
121	10/02/2008	DCLR	DECLARATION OF GARY ACKERMAN/2ND	
122	10/02/2008	DCLR	DECLARATION OF JESSE FRANKLIN/2ND	
123	10/02/2008	DCLR	DECLARATION OF JESSE D MILLER	
124	10/02/2008	DCLR	DECLARATION OF DEAN E MARTIN	
125	10/03/2008	\$JDR12	JURY DEMAND RECEIVED - TWELVE	250.00
125A	10/03/2008	MTHRG	MOTION HEARING	
			CR MICHELLE VITRANO	
		JDG03	JUDGE JULIE SPECTOR, DEPT 3	
126	10/06/2008	ORCTD	ORD FOR CONTINUANCE OF TRIAL DATE	04-20-2009ST
127	10/08/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
128	10/10/2008	NTHG	NOTICE OF HEARING /SUMM JDGMT	11-07-2008
129	10/10/2008	ORACS	ORDER AMENDING CASE SCHEDULE	04-20-2009ST
130	10/10/2008	DCLR	DECLARATION BRIAN L LEWIS	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
131	10/10/2008	MTSMJG	MOTION FOR SUMMARY JUDGMENT/BALATON	
132	10/10/2008	DCLR	DECLARATION OF SUSAN WIEMER	
133	10/16/2008	ACSR	ACCEPTANCE OF SERVICE	
134	10/27/2008	DCLR	DECLARATION OF JESSE D MILLER	
135	10/27/2008	DCLR	DECLARATION OF STEVE AMENTO	
136	10/27/2008	DCLR	DECLARATION OF MARCIA WEST	
137	10/27/2008	OB	OPPOSITION TO MTN PARTL SMJG /PLTF	
138	10/30/2008	NTHG	NOTICE OF HRG/DENY OR CONT & COMPEL	11-07-2008
139	10/30/2008	NTHG	NOTICE OF HEARING /BIFURCATE	11-07-2008
140	10/30/2008	DCLR	DECLARATION JESSE D MILLER	
141	10/30/2008	CRTC	CERTIFICATE OF COMPLIANCE	
142	10/30/2008	MTCM	MOTION TO COMPEL & DENY OR CONT/PLA	
143	10/30/2008	MT	MOTION TO BIFURCATE /CERT DEFS	
144	11/03/2008	RPY	REPLY/DEF SUPP MO FOR PART SUMM JUD	
145	11/05/2008	DCLR	DECLARATION JESSE FRANKLIN	
146	11/05/2008	RSP	RESPONSE TO MT/DEFS	
147	11/05/2008	OB	OBJECTION / OPPOSITION / PLTF	
148	11/06/2008	RPY	REPLY TO MTN TO BIFURCATE /DEFT	
149	11/06/2008	RPY	REPLY TO PARTIAL SUMM JDGMNT /PLA	
150	11/07/2008	ORDYMT	ORDER DENYING MTN TO BIFURCATE	
151	11/07/2008	ORAU	ORDER AUTHORIZING PRO HAC VICE CRAIG M WHITE	
		EXP01	EX-PARTE, DEPT	
152	12/08/2008	NTHG	NOTICE OF HEARING /LEAVE	12-16-2008
153	12/08/2008	NTHG	NOTICE OF HEARING /SANCTIONS	12-16-2008
154	12/08/2008	DCLR	DECLARATION JESSE D MILLER	
155	12/08/2008	MT	MOTION TO FILE OVERLENGTH BRIEF	
156	12/08/2008	MT	MOTION FR DISCOVERY SANCTIONS	
157	12/10/2008	NTHG	NOTICE OF HEARING /MTN TO STRIKE	12-19-2008
158	12/10/2008	NTHG	NOTICE OF HEARING /SHORTEN TIME	12-11-2008
159	12/10/2008	MT	MOTION TO SHORTEN TIME	
160	12/10/2008	MT	MOTION FR DISCOVERY SANCTIONS	
161	12/10/2008	DCLR	DECLARATION OF JESSE FRANKLIN	
162	12/11/2008	ORSGT	ORDER SHORTENING TIME	
163	12/11/2008	ORSTKS	ORDER STRIKING: DISCOVERY SANCTIONS	
164	12/11/2008	NTHG	NOTICE OF HEARNG/DISCOVERY SANCTION	12-19-2008
165	12/11/2008	CR	CERTIFICATE OF COMPLIANCE	
166	12/11/2008	NTHG	NOTICE OF HEARING /AUTHORIZE COMM	12-19-2008
167	12/11/2008	MT	MT AUTH COMM W/ UNREP IND/DEFS	
168	12/11/2008	DCLR	DECLARATION OF JESSE FRANKLIN	
169	12/15/2008	NT	NOTICE OF NON-RECIPT OF OPPOSITION	
170	12/17/2008	NTHG	NOTICE OF HEARING /SHORTEN TIME	11-07-2008
171	12/17/2008	NTHG	NOTICE OF HEARING /MTN FOR LEAVE	11-07-2008
172	12/17/2008	NTHG	NOTICE OF HEARING /SHORTEN TIME	12-19-2008
173	12/17/2008	NTHG	NOTICE OF HEARING /PROT ORDER	12-19-2008
174	12/17/2008	DCLR	DECLARATION OF JESSE O. FRANKLIN	
175	12/17/2008	DCLR	DECLARATION OF BRIAN L. LEWIS	
176	12/17/2008	DCLR	DECLARATION OF TIMOTHY L. PIERCE	
177	12/17/2008	DCLR	DECLARATION OF JAMES G ATHAS	
178	12/17/2008	DCLR	DECLARATION OF CRAIG WHITE	
179	12/17/2008	DCLR	DECLARATION OF JONATHAN H. HARRISON	
180	12/17/2008	DCLR	DECLARATION OF JESSE MILLER	
181	12/17/2008	DCLR	DECLARATION OF JONATHAN HARRISON	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
182	12/17/2008	RSP	RESPONSE TO MTN FOR SANCTIONS/DEF	
183	12/17/2008	OB	OPP TO DEF MTN FOR ORD AUTH COMM/PL	
184	12/17/2008	MT	MOTION TO SHORTEN TIME/PLTF	
185	12/17/2008	MT	MOTION TO SHORTEN TIME/DEF	
186	12/17/2008	MT	MTN FOR LV TO FILE OVERLENGTH BRF/D	
187	12/17/2008	CR	CERTIFICATE OF COMPLIANCE W/CR26(I)	
188	12/18/2008	NTHG	NOTICE OF HEARING /LEAVE TO FILE BR	12-19-2008
189	12/18/2008	MT	MOTION TO FILE OVERLENGTH BRIEF	
190	12/18/2008	RPY	REPLY /PLTFS	
191	12/18/2008	RPY	REPLY/OPSN RE COMMUNICATIONS/DEFT	
192	12/23/2008	NTHG	NOTICE OF HEARING /PRL SUMM JDGT	01-23-2009
193	12/23/2008	DCLR	DECLARATION OF SUSAN WIEMER	
194	12/23/2008	DCLR	DECLARATION OF BRIAN LEWIS	
195	12/23/2008	MTSMJG	MOTION FOR SUMMARY JUDGMENT /DEF	
196	12/24/2008	ORDYMT	ORDER DENYING MOTION FOR LEAVE	
197	01/02/2009	NTHG	NOTICE OF HEARING /PRTL SUMM JDGMT	01-30-2009
198	01/02/2009	DCLR	DECLARATION OF HALEY K KRUG	
199	01/05/2009	NTHG	NOTICE OF HEARING /DISCOVERY	01-13-2009
200	01/05/2009	MT	MOTION FOR DISCOVERY SANCTIONS/PL	
201	01/05/2009	DCLR	DECLARATION JESSE D MILLER	
202	01/06/2009	NTHG	NOTICE OF HEARING /PRTL SUMM JDGMT	02-27-2009
203	01/08/2009	NTHG	NOTICE OF HEARING /CLARIFY PROOF	01-16-2009
204	01/08/2009	DCLR	DECLARATION OF JESSE O FRANKLIN	
205	01/08/2009	MT	MOTION RE PROOF OBLIGATION/DEFTS	
206	01/09/2009	RSP	RESPONSE TO MTN FOR DISCVRY SANCTNS	
207	01/09/2009	DCLR	DECLARATION OF JONATHAN HARRISON	
208	01/09/2009	DCLR	DECLARATION OF JESSE FRANKLIN	
209	01/09/2009	DCLR	DECLARATION OF JAMES G ATHAS	
210	01/09/2009	DCLR	DECLARATION OF JAMES G ATHAS	
211	01/09/2009	DCLR	DECLARATION OF CRAIG WHITE	
212	01/09/2009	DCLR	DECLARATION OF TIMOTHY PIERCE	
213	01/09/2009	DCLR	DECLARATION OF TIMOTHY PIERCE	
214	01/09/2009	DCLR	DECLARATION OF BRIAN LEWIS	
215	01/09/2009	DCLR	DECLARATION OF MARK GOLDSTEIN	
216	01/09/2009	DCLR	DECLARATION OF JESSE FRANKLIN	
217	01/12/2009	RPY	REPLY TO MTN FOR DISCOVERY SANCTNS	
218	01/12/2009	OB	OBJECTION / OPPOSITION -PLTF	
219	01/12/2009	DCLR	DECLARATION OF STEVE AMENTO	
220	01/12/2009	DCLR	DECLARATION OF JESSE D MILLER	
221	01/13/2009	MT	MT TO DENY/CONT DEF MTN FOR SMJGMT	
222	01/13/2009	MT	MOTION TO SHORTEN TIME/PLTF	
223	01/13/2009	NTHG	NOTICE OF HEARING /SHORTEN TIME	01-16-2009
224	01/13/2009	NTHG	NOTICE OF HEARING /DENY OR CONT	01-16-2009
225	01/13/2009	DCLR	DECLARATION JESSE D. MILLER	
226	01/13/2009	DCLR	DECLARATION OF ROBERT MARCONI	
227	01/14/2009	DCLR	DECLARATION OF JESSE D. MILLER	
228	01/14/2009	OB	OBJECTION / OPPOSITION /PLTF	
229	01/15/2009	ORSGT	ORDER SHORTENING TIME	
230	01/15/2009	RPY	REPLY ON MTN TO DENY DEF MTNS/PLA	
231	01/15/2009	RPY	REPLY IN SPRT OF MTN RE PROOF OBLGT	
232	01/15/2009	OB	OPP TO PLTF MTN TO CONT HEARING/DEF	
233	01/16/2009	ORCNT	ORDER OF CONTINUANCE SUMM JDGT HRNG	02-27-2009
234	01/16/2009	ORAP	ORDER APPOINTING SPECIAL MASTER	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
235	01/20/2009	ORDYMT	ORDER DENYING MOTION/PETITION	
236	01/23/2009	ORDYMT	ORDER DENY MOTION RE AUTH COMMUNCTN AND PROTECTIVE ORDER	
237	01/29/2009	NTHG	NOTICE OF HEARING /MTN FOR LEAVE	02-06-2009
238	01/29/2009	MT	MOTION TO TAKE ADD'L DEPOSITIONS	
239	01/29/2009	DCLR	DECLARATION JESSE O FRANKLIN	
240	01/30/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
241	02/04/2009	DCLR	DECLARATION OF JESSE D. MILLER	
242	02/04/2009	OB	OBJECTION / OPPOSITION / PLF	
243	02/05/2009	RPY	REPLY TO ADDITIONAL DEPOSITIONS/DEF	
244	02/05/2009	DCLR	DECLARATION /JESSE FRANKLIN	
245	02/05/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
246	02/06/2009	NTHG	NOTICE OF HEARING	02-17-2009
		ACTION	SPEC MASTER ALSDORF/MTN PROTEC ORD	
		ACTION	PRECLUDE DEPO	
247	02/06/2009	DCLR	DECLARATION OF JESSE O FRANKLIN	
248	02/06/2009	MT	MOTION FOR PROTECTIVE ORDER	
249	02/09/2009	DCLR	DECLARATION OF JESSE O. FRANKLIN	
250	02/09/2009	MT	MOTION FOR ISSUANCE IF COMMISSION	
251	02/09/2009	ORIS	ORDER TO ISSUE COMMISSION FOR DEP	
		EXP07	EX-PARTE, DEPT. SEATTLE - CLERK	
252	02/09/2009	\$FFR	FILING FEE RECEIVED	20.00
253	02/12/2009	OB	OBJECTION / OPPOSITION -PLTF	
254	02/12/2009	DCLR	DECLARATION OF JESSE MILLER	
255	02/13/2009	RPY	REPLY /DEFT	
256	02/13/2009	DCLR	DECLARATION /JESSE FRANKLIN	
257	02/17/2009	NTHG	NOTICE OF HEARING /DISMISS CLAIM	02-25-2009
258	02/17/2009	DCLR	DECLARATION OF JESSE D MILLER	
259	02/17/2009	MTCM	MOTION TO COMPEL	
260	02/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
261	02/17/2009	MTDSM	MOTION TO DISMISS CERT CLAIMS	
262	02/18/2009	NTHG	NOTICE OF HEARING /RE DISCOVERY	02-26-2009
263	02/18/2009	RPY	REPLY IN SUPPORT OF MOTION /DEF	
264	02/18/2009	MT	MOTION FR REPEATED DISCOVERY	
265	02/18/2009	DCLR	DECLARATION/C WHITE	
266	02/18/2009	DCLR	DECLARATION/ T PIERCE	
267	02/18/2009	DCLR	DECLARATION OF TIMOTHY PIERCE	
268	02/18/2009	BR	BRIEF /DEF	
269	02/18/2009	RSP	RESPONSE BRIEF /DEF	
270	02/19/2009	CRTC	CERTIFICATE OF COMPLIANCE	
271	02/19/2009	NTHG	NOTICE OF HEARING /SANCTIONS	02-27-2009
272	02/19/2009	DCLR	DECLARATION JESSE D MILLER	
273	02/19/2009	MT	MOTION FOR SANCTIONS	
274	02/20/2009	DCLR	DECLARATION /FRED DOEHRING	
275	02/24/2009	NTHG	NOTICE OF HEARING /SHORTEN TIME	02-24-2009
276	02/24/2009	NTHG	NOTICE OF HEARING /EXTEND TIME	02-24-2009
277	02/24/2009	RPY	REPLY SPPT SUM JDG MTN/DEF	
278	02/24/2009	RPY	REPLY SPPT MTN DISM CLAIMS/DEF	
279	02/24/2009	RSP	RESPONSE OF BALATON COND	
280	02/24/2009	RSP	RESPONSE TO MTN/DEF	
281	02/24/2009	DCLR	DECLARATION /TIMOTHY PIERCE	
282	02/24/2009	RSP	RESPONSE /DEFT	

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SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
282A	02/24/2009	MT	MOTION TO EXTEND TIME	
282B	02/24/2009	MT	MOTION TO SHORTEN TIME	
283	02/25/2009	ORAU	ORDER AUTHORIZING PRO HAC VICE DAVID P VALLAS	
284	02/25/2009	ORDYMT	ORDER DENYING MOTION TO SHORTEN OR EXTEND TIME	
285	02/25/2009	ORDSL	ORDER DISMISSING CERTAIN CLAIMS	
286	02/25/2009	DCLR	DECLARATION OF JESSE MILLER	
287	02/25/2009	RSP	RESPONSE /ENTITY/SANCTIONS	
288	02/25/2009	RPY	REPLY IN SUPPORT	
289	02/26/2009	RPY	REPLY TO MOTION FOR SANCTIONS /PLA	
290	02/27/2009	NTHG	NOTICE OF HEARING	03-27-2009
		ACTION	PLA MTN FOR PARTL SUMM JDGMT	
291	02/27/2009	NTHG	NOTICE OF HEARING	04-03-2009
		ACTION	DEFS MTN FOR PARTL SUMM JDGMT	
292	02/27/2009	DCLR	DECLARATION OF GRETCHEN MORK	
293	02/27/2009	DCLR	DECLARATION OF HAROLD MORK	
294	02/27/2009	DCLR	DECLARATION OF CYNTHIA FUGATE	
295	02/27/2009	DCLR	DECLARATION OF JOEL DIXON	
296	02/27/2009	DCLR	DECLARATION OF SUZAN GREENHOW	
297	02/27/2009	DCLR	DECLARATION OF ROBERT GREENHOW	
298	02/27/2009	DCLR	DECLARATION OF JOAN EADS	
299	02/27/2009	DCLR	DECLARATION OF PAULA ERICKSON	
300	02/27/2009	DCLR	DECLARATION OF AUREL PERIANU	
301	02/27/2009	DCLR	DECLARATION OF AGNES CLARK	
302	02/27/2009	DCLR	DECLARATION OF FRANCIS CLARK	
303	02/27/2009	DCLR	DECLARATION OF KIRILL DELYAGEN	
304	02/27/2009	DCLR	DECLARATION OF JAMES KEARNEY	
305	02/27/2009	DCLR	DECLARATION OF LINDA OIE	
306	02/27/2009	DCLR	DECLARATION OF LINDSEY DANIELS	
307	02/27/2009	DCLR	DECLARATION OF PATRICIA SANDER	
308	02/27/2009	DCLR	DECLARATION OF LYNDA CAREY	
309	02/27/2009	DCLR	DECLARATION OF ERICH SCHIENBEIN	
310	02/27/2009	DCLR	DECLARATION OF GABRIEL DEQUINA	
311	02/27/2009	DCLR	DECLARATION OF RUTH BIGGS	
312	02/27/2009	DCLR	DECLARATION OF ROBERT BIGGS	
313	02/27/2009	DCLR	DECLARATION OF MAUREEN RICHARDS	
314	02/27/2009	DCLR	DECLARATION OF ALBERT DELAP	
315	02/27/2009	DCLR	DECLARATION OF RACEL SCHOBER	
316	02/27/2009	DCLR	DECLARATION OF BRYCE SCHOBER	
317	02/27/2009	DCLR	DECLARATION OF JAMES WALKER	
318	02/27/2009	DCLR	DECLARATION OF KATHRYN MANAHAN	
319	02/27/2009	DCLR	DECLARATION OF PUI WAH TANG	
320	02/27/2009	DCLR	DECLARATION OF LEIGH ZWICKER	
321	02/27/2009	DCLR	DECLARATION OF BRIAN ZWICKER	
322	02/27/2009	DCLR	DECLARATION OF JERRINE REGESTER	
323	02/27/2009	DCLR	DECLARATION OF GREG REGESTER	
324	02/27/2009	DCLR	DECLARATION OF GALINA SOKOLOVA	
325	02/27/2009	DCLR	DECLARATION OF JOSIF BENENSON	
326	02/27/2009	DCLR	DECLARATION OF PAULA PETZOLD	
327	02/27/2009	DCLR	DECLARATION OF RANDALL ENDERS	
328	02/27/2009	DCLR	DECLARATION OF BARBARA MILLER	
329	02/27/2009	DCLR	DECLARATION OF TIMOTHY DOWD	

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SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
330	02/27/2009	DCLR	DECLARATION OF MATTHEW RATHBUN	
331	02/27/2009	DCLR	DECLARATION OF TERESA LOCKRIDGE	
332	02/27/2009	DCLR	DECLARATION OF OWEN JONES	
333	02/27/2009	DCLR	DECLARATION OF KATHERINE JARA	
334	02/27/2009	DCLR	DECLARATION OF JOHN IKI	
335	02/27/2009	DCLR	DECLARATION OF CHRISTINE HOLT	
336	02/27/2009	DCLR	DECLARATION OF CHRISTOPHER MEYER	
337	02/27/2009	DCLR	DECLARATION OF REBECCA MCELVAIN	
338	02/27/2009	DCLR	DECLARATION OF MELISSA CHI	
339	02/27/2009	DCLR	DECLARATION OF RANDOLPH CHI	
340	02/27/2009	DCLR	DECLARATION OF LORNA FELDICK	
341	02/27/2009	DCLR	DECLARATION OF KATHERINE GRAHAM	
342	02/27/2009	DCLR	DECLARATION OF DANETTE C. STOTLER	
343	02/27/2009	DCLR	DECLARATION OF STACY CAMPBELL	
344	02/27/2009	DCLR	DECLARATION OF DARYLE BOYD	
345	02/27/2009	DCLR	DECLARATION OF JORG WALDEMAR	
346	02/27/2009	DCLR	DECLARATION OF KAREN WELLS	
347	02/27/2009	DCLR	DECLARATION OF PAUL WESTON	
348	02/27/2009	DCLR	DECLARATION OF LEE HOPF	
349	02/27/2009	DCLR	DECLARATION OF KEITH HUDSON	
350	02/27/2009	DCLR	DECLARATION OF KRISTIN LADD	
351	02/27/2009	DCLR	DECLARATION OF JOSHUA LADD	
352	02/27/2009	DCLR	DECLARATION OF JENNIFER COLLINS	
353	02/27/2009	DCLR	DECLARATION OF MARK LAMBERT	
354	02/27/2009	DCLR	DECLARATION OF GARRET ROGERS	
355	02/27/2009	DCLR	DECLARATION OF LYNNE COX	
356	02/27/2009	DCLR	DECLARATION OF MEGAN FESINMEYER	
357	02/27/2009	DCLR	DECLARATION OF ROBERT FESINMEYER	
358	02/27/2009	DCLR	DECLARATION OF WILLIAM REITZ	
359	02/27/2009	DCLR	DECLARATION OF MARCIA WEST	
360	02/27/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
361	02/27/2009	MTSMJG	MOTION FOR SUMMARY JUDGMENT	
362	02/27/2009	DCLR	DECLARATION RACHAEL EAGEN	
363	02/27/2009	DCLR	DECLARATION PATRIZIA PETERSEN	
364	02/27/2009	DCLR	DECLARATION PATRICIA KLOTZ	
365	02/27/2009	DCLR	DECLARATION DAVID BENSON	
366	02/27/2009	DCLR	DECLARATION KATHRYN LALARIO	
367	02/27/2009	DCLR	DECLARATION VERNON PORTIN	
368	02/27/2009	DCLR	DECLARATION LINDSEY SHEPHERD	
369	02/27/2009	DCLR	DECLARATION VERNA JEAN HODGES	
370	02/27/2009	DCLR	DECLARATION MELISSA HODGES	
371	02/27/2009	DCLR	DECLARATION ROCKY D TIEGEN, SR	
372	02/27/2009	DCLR	DECLARATION KRISTINE ERWIN	
373	02/27/2009	DCLR	DECLARATION DEBORAH ISLA-SEPULVEDA	
374	02/27/2009	DCLR	DECLARATION CHRIS BRUST	
375	02/27/2009	DCLR	DECLARATION MICHAEL DAY	
376	02/27/2009	DCLR	DECLARATION ITSUKO DAY	
377	02/27/2009	DCLR	DECLARATION MARLENE GALLICHAN	
378	02/27/2009	DCLR	DECLARATION DEBRA JUNGBLUTH	
379	02/27/2009	DCLR	DECLARATION ERIC PETERSEN	
380	02/27/2009	DCLR	DECLARATION JESSE D MILLER	
381	03/04/2009	MT	MOTION/DEF/2 DISPOSITIVE MOTIONS	
382	03/04/2009	NTHG	NOTICE OF HEARING /RE RULING	03-12-2009

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SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
383	03/04/2009	DCLR	DECLARATION TIMOTHY L PIERCE	
384	03/06/2009	NTHG	NOTICE OF HEARING /PRL SUMM JDGT	04-03-2009
385	03/06/2009	MTSMJG	MOTION FOR SUMMARY JUDGMENT /PLTF	
386	03/06/2009	DCLR	DECLARATION JESSE D MILLER	
387	03/09/2009	ORJPR	ORD REQUIRING JOINT PRETRIAL REPORT	
388	03/09/2009	DCLR	DECLARATION JONATHAN HARRISON	
389	03/09/2009	NTHG	NOTICE OF HEARING /MTN TO ENFORCE	03-17-2009
390	03/09/2009	NTHG	NOTICE OF HEARING /DISCOVERY	03-17-2009
391	03/09/2009	MT	MOTION/DEF/ENFORCE RULING	
392	03/09/2009	MT	MOTION FOR DISCOVERY SANCTIONS	
393	03/09/2009	CRTC	CERTIFICATE OF COMPLIANCE	
393A	03/09/2009	RPT	RPT /DECLARATION OF JESSE D MILLER CONVERTED TO FILE EXHIBIT	
394	03/10/2009	RSP	RESPONSE /BALATON CONDOMINIUM	
395	03/10/2009	DCLR	DECLARATION /JESSE MILLER	
396	03/11/2009	DCLR	DECLARATION /JESSE MILLER	
397	03/11/2009	DCLR	DECLARATION /TIMOTHY PIERCE	
398	03/11/2009	RPY	REPLY TO REQUEST FOR RULING / DEFT	
399	03/11/2009	RSP	RESPONSE TO MTN /BALATON	
400	03/12/2009	RPY	REPLY /DEFENDANT'S	
401	03/12/2009	DCLR	DECLARATION OF JONATHAN HARRISON	
402	03/13/2009	NTHG	NOTICE OF HEARING /PROT ORDER	03-20-2009
403	03/13/2009	DCLR	DECLARATION OF TIMOTHY PIERCE	
404	03/13/2009	DCLR	DECLARATION OF MARK GOLDSTEIN	
405	03/13/2009	MT	MOTION FOR PROTECTIVE ORDER	
406	03/17/2009	OB	OPPOSITION TO PRTL SUMM JUDG/DEFS	
407	03/17/2009	DCLR	DECLARATION OF JONATHAN HARRISON	
408	03/17/2009	DCLR	DECLARATION OF ANA OCHOA	
409	03/17/2009	DCLR	DECLARATION OF TIMOTHY L PIERCE	
410	03/17/2009	DCLR	DECLARATION OF DENISE FARR	
411	03/17/2009	DCLR	DECLARATION OF JAMES G ATHAS	
412	03/17/2009	RSP	RESPONSE TO 2ND MOTION /DEFT	
413	03/17/2009	AF	AFFIDAVIT /SETH HOLTON	
414	03/17/2009	MT	MOTION FOR O/L BRIEF /DEFT	
415	03/17/2009	MT	MOTION TO ENLARGE TIME /DEFT	
416	03/17/2009	MT	MOTION TO STRIKE DECLARATIONS	
417	03/17/2009	NT	NOTICE OF NON-RECEIPT OF OPPOSITION	
418	03/17/2009	NTHG	NOTICE OF HEARING /MTN TO STRIKE	03-27-2009
419	03/17/2009	NTHG	NOTICE OF HEARING /ENLARGE TIME	03-25-2009
420	03/17/2009	DCLR	DECLARATION OF TIMOTHY L PIERCE	
421	03/17/2009	DCLR	DECLARATION OF JOHN YUNKER	
422	03/17/2009	DCLR	DECLARATION OF JESSE FRANKLIN	
423	03/18/2009	NTHG	NOTICE OF HEARING /LEAVE FILE BRIEF	
424	03/20/2009	NTHG	NOTICE OF HEARING /IN CAMERA REVIEW	03-30-2009
425	03/20/2009	RPY	REPLY /PLTFS	
426	03/20/2009	DCLR	DECLARATION OF TIMOTHY PIERCE	
427	03/20/2009	MT	MOTION FOR IN-CAMERA REVIEW/PLNTF	
428	03/20/2009	DCLR	DECLARATION OF JESSE MILLER	
428A	03/20/2009	DCLR	DECLARATION OF MICHAEL K RYAN	
429	03/23/2009	AGOR	AGREED ORDER RE CLAIMS	
430	03/23/2009	OREXT	ORDER EXTENDING DEADLINE	
431	03/23/2009	NTHG	NOTICE OF HEARING /MTN TO STRIKE	04-03-2009
432	03/23/2009	OB	OBJECTION TO MT/DEFS	

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SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
433	03/23/2009	NTER	NOTICE RE: EVIDENTIARY RULE /PLTFS	
434	03/23/2009	DIS	DISCLOSURE RE ER 904/DEFS	
435	03/23/2009	MT	MTN TO STRIKE DECLARATION OF JESSE D MILLER/DEFS	
436	03/24/2009	RPY	REPLY IN SUPPORT OF SUMMARY JDGMT	
437	03/24/2009	DCLR	DECLARATION OF JESSE D MILLER	
438	03/25/2009	ORGMT	ORDER GRANTING MTN TO ENLARGE TIME	
439	03/25/2009	DCLR	DECLARATION OF CHRISTOPHER WRIGHT	
440	03/25/2009	OB	OPP TO EQUITY MTN TO STRIKE/BALATON	
441	03/25/2009	DCLR	DECLARATION /MICHAEL RYAN	
442	03/25/2009	DCLR	DECLARATION OF STEVE AMENTO	
443	03/25/2009	MT	MOTION TO STRIKE ER904 DESIG /DEFT	
444	03/25/2009	NTHG	NOTICE OF HEARING /MTN TO STRIKE	04-02-2009
444A	03/25/2009	OB	OPPOSITION/DEFS BALATON CONDOMINIUM	
445	03/26/2009	NTASCC	NOTICE OF ASSOCIATION OF COUNSEL	
446	03/27/2009	DCLR	DECLARATION OF MICHAEL K RYAN	
447	03/27/2009	RPY	REPLY /DEFS BALATON CONDOMINIUM	
448	03/30/2009	RPY	REPLY SPPT SUM JDG MTN/PLF	
449	03/30/2009	PTR	PRE-TRIAL REPORT/PLTFS CONFIRMATION	
450	03/31/2009	ST	STATEMENT OF TRIAL READINES/DEFS	
451	03/31/2009	OB	OPPOSITION TO MTN TO STRIKE/BALATON	
452	03/31/2009	DCLR	DECLARATION /JESSE MILLER	
453	04/01/2009	NTHG	NOTICE OF HEARING /MTN TO COMPEL	04-09-2009
454	04/01/2009	NTHG	NOTICE OF HEARING /SANCTION	04-09-2009
455	04/01/2009	NTHG	NOTICE OF HEARING /MTN TO COMPEL	04-09-2009
456	04/01/2009	NTHG	NOTICE OF HEARING /SANCTIONS	04-09-2009
457	04/01/2009	CRTC	CERTIFICATE OF COMPLIANCE	
458	04/01/2009	MTCM	MOTION TO COMPEL SUPPL INTEROG RSP	
459	04/01/2009	MTCM	MOTION TO COMPEL PRODUCTION	
460	04/01/2009	MT	MOTION FOR DISCOVERY SANCTIONS	
461	04/01/2009	AFS	AFFIDAVIT IN SUPPORT/JESSE D MILLER	
462	04/01/2009	OB	OPPOSITION OF PLAINTIFF	
463	04/01/2009	DCLR	DECLARATION OF MARCIA J. WEST	
464	04/01/2009	DCLR	DECLARATION/ B LEWIS	
465	04/01/2009	DCLR	DECLARATION/ M RYAN	
466	04/01/2009	DCLR	DECLARATION/ J HARRISON	
467	04/01/2009	MT	MTN FR DISCOVERY SANCTION /PLA 3RD	
468	04/01/2009	DCLR	DECLARATION/ J MILLER	
469	04/01/2009	DCLR	DECLARATION/ M RYAN	
470	04/01/2009	RPY	REPLY IN SUPPORT /DEFT	
471	04/01/2009	RPY	REPLY IN SUPPORT /DEFT	
472	04/02/2009	RPY	REPLY TO MT TO STRIKE/ DEFS	
473	04/03/2009	SMJHRG	SUMMARY JUDGMENT HEARING CR MICHELLE VITANO JDG03	
474	04/03/2009	DCLR	DECLARATION OF TIMOTHY PIERCE	
475	04/03/2009	DCLR	DECLARATION OF MARK ROSENCRANTZ	
476	04/03/2009	OB	OBJECTION / OPPOSITION / PLF	
476A	04/06/2009	NTHG	NOTICE OF HEARING	04-14-2009
		ACTION	PLA MTN TO EXCLUDE EXPERT WITNESSES	
476B	04/06/2009	MT	MOTION TO EXCLUDE EXPERT WIT /BALAT	
476C	04/06/2009	DCLR	DECLARATION JESSE D MILLER	
476D	04/06/2009	OB	OBJECTION / OPPOSITION /DEFS	

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SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
476E	04/06/2009	RPY	REPLY /DEFS	
477	04/07/2009	NT	NOTICE OF FILE EXHIBIT	
478	04/07/2009	NTWDA	NOTICE OF WITHDRAWAL OF ATTORNEY	
479	04/07/2009	NTHG	NOTICE OF HEARING/EXCLUDE TESTIMONY	04-15-2009
480	04/07/2009	DCLR	DECLARATION MICHAEL K RYAN	
481	04/07/2009	DCLR	DECLARATION JEFF H VERHOEF	
482	04/07/2009	ORDYMT	ORDER DENYING MOTION TO STRIKE	
483	04/07/2009	ORDYMT	ORDER DENYING MOTION/RE CLMS 2 & 5	
484	04/07/2009	ORDYMT	ORDER DENYING MOTION/PARTL SMJG	
485	04/07/2009	NTER	NOTICE RE: EVIDENTIARY RULE	
486	04/07/2009	AFOP	AFFIDAVIT IN OPPOSITION / DEF	
487	04/07/2009	OB	OBJECTION / OPPOSITION / PLAINTIFF	
488	04/07/2009	MT	MOTION TO EXCLUDE FROM TESTIFYING	
489	04/07/2009	DCLR	DECLARATION /REBECCA ASHBAUGH	
490	04/07/2009	NTER	NOTICE RE: EVIDENTIARY RULE	
491	04/07/2009	ORGPSJ	ORD GRANT PRTL SUMM JDGMT FR PLTF DISMISS EQUITY'S 4TH AFFIRM DEF/ RESERVED IN RE EQUITY'S DISCLMR	
492	04/07/2009	ORGPSJ	ORDER GRANT PARTIAL SUMMARY JDG	
493	04/07/2009	DCLR	DECLARATION JESSE D MILLER	
494	04/08/2009	DCLR	DECLARATION OF MICHAEL RYAN	
495	04/08/2009	RPY	REPLY /DEFS	
496	04/08/2009	RPY	REPLY /DEFS	
497	04/08/2009	RPY	REPLY /DEFS	
498	04/08/2009	RPY	REPLY /PLTFS	
499	04/08/2009	OB	OBJECTION / OPPOSITION /PLTFS	
500	04/08/2009	NT	NOTICE /ERRATA	
501	04/09/2009	NTAPR	NOTICE OF APPEARANCE /CERT DEFS	
502	04/10/2009	NTHG	NOTICE OF HEARING /MTN IN LIMINE	04-20-2009
503	04/10/2009	NTHG	NOTICE OF HEARING /MTN TO CONTINUE	04-20-2009
504	04/10/2009	DCLR	DECLARATION OF BRIAN L LEWIS	
505	04/10/2009	OB	OPPOSITN TO MTN EXCLUDE EXPERT WIT	
506	04/10/2009	DCLR	DECLARATION OF JESSE FRANKLIN IV	
507	04/10/2009	DCLR	DECLARATION OF MICHAEL K RYAN	
508	04/10/2009	DCLR	DECLARATION OF MARK ROSENCRANTZ	
509	04/10/2009	DCLR	DECLARATION OF MARK ROSENCRANTZ	
510	04/10/2009	DCLR	DECLARATION OF CHRISTOPHER WRIGHT	
511	04/10/2009	MTL	MT IN LIMINE EXCLUDE/LIMIT HERNANDZ	
512	04/10/2009	MTL	MT IN LIMINE EXCLD RENA GOTTWIG	
513	04/10/2009	MTL	MT IN LIMINE EXCLD EV OF UNFRM FRD	
514	04/10/2009	MTL	OMNIBUS MOTION IN LIMINE/DEFS	
515	04/10/2009	MTCTD	MOTION TO CHANGE TRIAL DATE/DEFS	
516	04/10/2009	MTL	MOTION IN LIMINE RE TESTIMONY /PLA	
517	04/10/2009	MTL	MOTION IN LIMINE RE WITNESSES / PLA	
518	04/10/2009	MTL	MOTION IN LIMINE RE EXPERTS / PLA	
519	04/10/2009	MTL	MOTION IN LIMINE RE EQUITY / PLA	
520	04/10/2009	MTL	MOTION IN LIMINE RE ABILITY /PLA	
521	04/10/2009	MTL	MOTION IN LIMINE TO LIMIT EVID /PLA	
522	04/10/2009	MTL	MOTION IN LIMINE RE CPA CLAIM /PLA	
523	04/10/2009	DCLR	DECLARATION /JESSE FRANKLIN	
524	04/13/2009	NTHG	NOTICE OF HEARING /SHORTEN TIME	04-14-2009
525	04/13/2009	NTHG	NOTICE OF HEARING /STRIKE OMNIBUS	04-14-2009
526	04/13/2009	RPY	REPLY TO EXCLUDE WITNESSES / PLA	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
527	04/13/2009	MT	MOTION TO STRIKE MOTIONS IN LIMINE	
528	04/13/2009	MT	MOTION TO SHORTEN TIME /PLTF	
529	04/13/2009	OB	OBJECTION / OPPOSITION /DEF	
530	04/13/2009	LIST	LIST OF DISCOVERY/DEPOSTIONS /PLA	
530A	04/13/2009	DCLR	DECLARATION OF TIMOTHY PIERCE	
531	04/14/2009	NTHG	NOTICE OF HEARING /SHORTEN TIME	04-17-2009
532	04/14/2009	NTHG	NOTICE OF HEARING /SANCTIONS	04-17-2009
533	04/14/2009	JSEV	JOINT STATEMENT OF EVIDENCE	
534	04/14/2009	DCLR	DECLARATION OF JESSE D MILLER	
535	04/14/2009	NTHG	NOTICE OF HEARING /SHORTEN TIME	04-14-2009
536	04/14/2009	MT	MOTION LEAVE FILE SUR-REPLY TO MTNS	
537	04/14/2009	MT	MOTION SHRTN TM /DEF	
538	04/14/2009	RPY	REPLY TO MOTION TO EXCLUDE /PLA	
539	04/14/2009	DCLR	DECLARATION OF JESSE FRANKLIN IV	
540	04/14/2009	MT	MOTION TO SHORETN TIME	
541	04/14/2009	DCLR	DECLARATION OF JESSE D MILLER	
542	04/14/2009	MT	MOTION FOR SANCTIONS	
543	04/14/2009	RSP	RESPONSE RE OMNIBUS MTN IN LIMINE	
544	04/14/2009	DCLR	DECLARATION OF JESSE FRANKLIN	
545	04/14/2009	DCLR	DECLARATION OF ROBERT MARCONI	
546	04/15/2009	OB	OBJECTION / OPPOSITION /DEF	
547	04/15/2009	RPY	REPLY SPPT MT TO SHORTN TIME/PLF	
548	04/15/2009	DCLR	DECLARATION OF MICHAEL RYAN	
549	04/15/2009	DCLR	DECLARATION OF TIMOTHY PIERCE	
550	04/15/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
551	04/15/2009	PLPIN	PLAINTIFF'S PROPOSED INSTRUCTIONS	
552	04/15/2009	TRBF	TRIAL BRIEF /PLAINTIFF	
553	04/15/2009	TRBF	TRIAL BRIEF /DEFENDANT	
554	04/15/2009	DFPIN	DEFENDANT'S PROPOSED INSTRUCTIONS	
555	04/16/2009	DCLR	DECLARATION OF TIMOTHY PIERCE	
556	04/16/2009	RSP	RESPONSE /PLTF	
557	04/16/2009	NTHG	NOTICE OF HEARING /RECONSIDER	04-24-2009
558	04/16/2009	DCLR	DECLARATION JESSE D MILLER	
559	04/16/2009	DCLR	DECLARATION TIMOTHY L PIERCE	
560	04/16/2009	DCLR	DECLARATION REBECCA S ASHBAUGH	
561	04/16/2009	DCLR	DECLARATION OF JESSE D. MILLER	
562	04/16/2009	OB	OBJECTION / OPPOSITION / PLF	
563	04/16/2009	OB	OBJECTION / OPPOSITION /DEF	
564	04/16/2009	OB	OBJECTION / OPPOSITION / DEF	
565	04/16/2009	OB	OBJECTION / OPPOSITION /DEF	
566	04/16/2009	OB	OBJECTION / OPPOSITION /DEF	
567	04/16/2009	OB	OBJECTION / OPPOSITION /DEF	
568	04/16/2009	OB	OBJECTION / OPPOSITION /DEF	
569	04/16/2009	OB	OBJECTION / OPPOSITION /PLF	
570	04/16/2009	OB	OBJECTION / OPPOSITION / PLF	
571	04/16/2009	OB	OBJECTION / OPPOSITION / PLF	
572	04/16/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
573	04/16/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
574	04/16/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
575	04/16/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
576	04/16/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
577	04/16/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
578	04/16/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
579	04/16/2009	DCLR	DECLARATION MARK ROSENCRANTZ	
580	04/16/2009	MT	MOTION FOR RECONSIDERATION	
581	04/16/2009	DCLR	DECLARATION TIMOTHY L PIERCE	
582	04/16/2009	DCLR	DECLARATION MARK ROSENCRANTZ	
583	04/16/2009	OB	OPPOSITION TO MOTION /DEF	
584	04/17/2009	RPY	REPLY/MTN TO CONTINUE TD/DEF	
585	04/17/2009	MTHRG	MOTION HEARING CR JANET HOFFMAN JUDGE JULIE SPECTOR, DEPT 3	
586	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
587	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
588	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
589	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
590	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
591	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
592	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
593	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
594	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
595	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
596	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
597	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
598	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
599	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
600	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
601	04/17/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
602	04/17/2009	DCLR	DECLARATION OF MICHAEL K RYAN	
603	04/17/2009	ORSGT	ORDER SHORTENING TIME	
604	04/17/2009	ORDYMT	ORDER DENYING MOTION TO STRIKE	
605	04/17/2009	RPY	REPLY SPPT MT IN LIM/DEF	
606	04/17/2009	RPY	REPLY SPPT MT IN LIM / DEF	
607	04/17/2009	RPY	REPLY SPPT MT IN LIM/ DEF	
608	04/17/2009	RPY	REPLY SPPT OMNB MT IN LIM /DEF	
609	04/17/2009	RPY	REPLY SPPT MT IN LIM/PLF	
610	04/17/2009	RPY	REPLY SPPT 6TH MTN IN LIM/PLF	
611	04/17/2009	RPY	REPLY SPPT 5TH MTN IN LIM/PLF	
612	04/17/2009	RPY	REPLY SPPT 4TH MTN IN LIM/PLF	
613	04/17/2009	RPY	REPLY SPPT 3RD MTN IN LIM/PLF	
614	04/17/2009	RPY	REPLY SPPT 3RD MTN IN LIM/PLF	
615	04/17/2009	MTL	MOTION IN LIMINE/PLTF	
616	04/17/2009	DCLR	DECLARATION OF BRIAN L LEWIS	
617	04/20/2009	ORGMT	ORD GRANT MT TO DISMISS 10TH CLAIM UNIFORM FRAUDULENT TRANSFER & LIT EQUITY RESIDENTIAL CONDO	
618	04/20/2009	DCLR	DECLARATION OF TIMOTHY L PIERCE	
618A	04/20/2009	JTRIAL	JURY TRIAL CR MICHELLE VITRANO/JANET HOFFMAN JUDGE JULIE SPECTOR, DEPT 3	
-	04/20/2009	\$JFA	JURY FEE ASSESSED	250.00
619	04/21/2009	ORSGT	ORDER SHORTENING TIME	
620	04/21/2009	DCLR	DECLARATION OF JESSE FRANKLIN	
621	04/21/2009	MT	MOTION TO SHORTEN TIME /DEFS	
622	04/21/2009	MT	MOTION FOR LV FILE OVERLENGH BRIEF	
623	04/21/2009	OB	OBJECTION / OPPOSITION	

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SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
624	04/22/2009	NTHG	NOTICE OF HEARING /EXCLUDE EXPERT	04-30-2009
625	04/22/2009	NTHG	NOTICE OF HEARING /PRESENT ORDER	04-30-2009
626	04/22/2009	MT	MOTION IN LIMINE TO EXCHANGE	
627	04/22/2009	MT	MOTION FOR PRESENTATION OF ORDER	
628	04/22/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
629	04/22/2009	DCLR	DECLARATION OF JESSE FRANKLIN	
630	04/22/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
631	04/22/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
632	04/23/2009	NTHG	NOTICE OF HEARING /MTN FOR LEAVE	04-30-2009
633	04/23/2009	ORSGT	ORDER SHORTENING TIME	
634	04/23/2009	OR	ORDER ON SANCTIONS AND EXCLUSION OF WITNESSES	
635	04/23/2009	ORSGT	ORDER SHORTENING TIME	
636	04/23/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
637	04/23/2009	DCLR	SUPP DCLR OF JESSE FRANKLIN	
638	04/23/2009	MT	MOTION FOR LEAVE /WIEMER & ATTLESON	
639	04/24/2009	NTHG	NOTICE OF HEARING /MTN FOR LEAVE	04-30-2009
640	04/24/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
641	04/24/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
642	04/24/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
643	04/24/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
644	04/27/2009	NTHG	NOTICE OF HEARING /MTN TO EXCLUDE	05-05-2009
645	04/27/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
646	04/27/2009	DCLR	DECLARATION OF JESSE O FRANKLIN	
647	04/27/2009	MT	MOTION RE APPLICABLE LAW	
648	04/27/2009	MT	MOTION TO EXCLUDE SUSAN EVANS	
648A	04/27/2009	DCLR	DECLARATION OF ZACHARY O MCISAAC	
649	04/28/2009	MMATH	MEMORANDUM OF AUTHORITIES	
650	04/28/2009	DCLR	DECLARATION OF REBECCA ASHBAUGH	
651	04/28/2009	OB	OBJECTION / OPPOSITION / PLF	
652	04/28/2009	OB	OBJECTION / OPPOSITION / PLF	
653	04/28/2009	DCLR	DECLARATION OF CINDY SILVERSTEIN	
654	04/28/2009	DCLR	DECLARATION OF MARK ROSENCRANTZ	
655	04/29/2009	DCLR	DECLARATION OF JESSE FRANKLIN	
656	04/29/2009	RPY	REPLY IN SPPT MTN/DEF	
657	04/29/2009	RPY	REPLY SPPT MT / DEF WIEMER	
658	04/30/2009	OR	ORDER ON MOTIONS IN LIMINE	
659	04/30/2009	OR	ORDER GRANTING AND DENYING MTNS IN LIMINE IN PART	
660	04/30/2009	ORGMT	ORDER GRANTING MOTION IN LIMINE	
661	04/30/2009	OR	ORDER ON MOTIONS IN LIMINE	
662	04/30/2009	AGOR	AGREED ORDER RE DOCS AT TRIAL	
663	04/30/2009	ORDYMT	ORDER DENYING MOTION FOR LEAVE TO FILE COUNTERCLAIM	
664	04/30/2009	NTMTDK ACTION	NOTE FOR MOTION DOCKET MTN TO CLARIFY	05-08-2009
665	04/30/2009	DCLR	DECLARATION OF CHARLES HENTY	
666	04/30/2009	MT	MOTION FOR CLARIFICATION	
667	05/01/2009	JN	JOINDER /DEFTS	
668	05/01/2009	DCLR	DECLARATION OF REBECCA ASHBAUGH	
669	05/01/2009	OB	OBJECTION / OPPOSITION	
670	05/01/2009	ORDYMT	ORDER DENYING MOTION IN LIMINE	
671	05/01/2009	ORDYMT	ORDER DENYING MTN TO RECONSIDER	

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SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
672	05/01/2009	DCLR	DECLARATION OF JESSE FRANKLIN	
673	05/04/2009	RPY	REPLY ON MTN FO EXCLUDE EVANS/DEF	
674	05/04/2009	DCLR	DECLARATION OF JESSE FRANKLIN	
675	05/05/2009	ORDYMT	ORDER DENYING MTN TO TESTIFY AT TRIAL	
676	05/05/2009	EXLST	TRIAL EXHIBIT LIST /SUPPL /DEF	
677	05/06/2009	ORGMT	ORDER GRANTING MOTION/PLTF	
678	05/06/2009	JN	SUPPLEMENT TO JOINDER	
679	05/06/2009	RSP	RESPONSE /PLTF	
680	05/07/2009	MT	MOTION FOR CLARIFICATION / WIEMER	
681	05/08/2009	NTDRCA	NT OF DISCR. REVIEW TO CT OF APPEAL	
-	05/08/2009	\$AFF	APPELLATE FILING FEE	250.00
682	05/08/2009	NTHG	NOTICE OF HEARING /MTN TO LIMIT	05-18-2009
683	05/08/2009	DCLR	DECLARATION OF REBECCA ASHBAUGH	
684	05/08/2009	MT	MOTION TO LIMIT/EXCLUDE	
685	05/08/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
686	05/08/2009	ORDYMT	ORDER DENYING MOTION TO CLARIFY	
687	05/12/2009	NTHG	NOTICE OF HEARING /SHORTEN TIME	05-13-2009
688	05/12/2009	NTHG	NOTICE OF HEARING /PRL DISMISSAL	05-13-2009
689	05/12/2009	DCLR	DECLARATION OF JESSE MILLER	
690	05/12/2009	MT	MOTION TO SHORTEN TIME/PLTF	
691	05/12/2009	MTDSM	MOTION TO DISMISS/PARTIAL	
692	05/13/2009	ORSGT	ORDER SHORTENING TIME	
693	05/13/2009	ORGMT	ORD GRANT MT R PRTL DISMISSAL/DEFS WIEMER/DRYK/YUNKER DISMISSED/ CERTAIN CLAIMS	
694	05/13/2009	DCLR	DECLARATION /CHARLES HENTY	
695	05/14/2009	OB	OBJECTION TO BALATON CONDO/DEFS	
695A	05/14/2009	DCLR	DECLARATION /TIMOTHY L PIERCE	
696	05/15/2009	OR	ORDER RE RESERVATION OPEN STATEMENT	
697	05/15/2009	OR	ORDER RE RESERVATION OPEN STATEMENT	
698	05/15/2009	OR	ORDER RE RESERVATION OPEN STATEMENT	
699	05/15/2009	OR	ORDER RE RESERVATION OPEN STATEMENT	
699A	05/15/2009	RPY	REPLY/MTN TO LIMIT/EXCLUDE/DEF	
699B	05/15/2009	DIS	DISCLOSURE OF SUPPLE WITNESS/DEF	
699C	05/15/2009	NT	NTC OF REMOVED DEFS TRIAL EXHIBITS	
699D	05/15/2009	NT	NTC OF REMOVED DEFS TRIAL EXHIBITS	
700	05/18/2009	DCLR	DECLARATION OF ANTHONY SCISCIANI	
701	05/18/2009	ACSR	ACCEPTANCE OF SERVICE	
702	05/19/2009	ORGMT	ORDER GRANTING MTN TO LIMIT TESTMNY	
703	05/19/2009	ORDSL	ORDER DISMISSING DAVID ATTLESON	
704	05/19/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
705	05/22/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
706	05/22/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
707	05/22/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
708	05/22/2009	AT	ATTACHMENT /APPENDIX A	
709	05/26/2009	DCLR	DECLARATION OF RECORDS CUSTODIAN	
710	05/27/2009	MTL	MOTION IN LIMINE /DEF	
711	05/27/2009	RQ	REQUEST FR OFFERING EVIDENCE	
712	05/27/2009	RQD	REQUEST FOR DISCOVERY	
713	05/28/2009	AT	ATTACHMENT /LETTER FROM JUROR #11	
714	05/28/2009	MTL	MOTION IN LIMINE /DEFT	
715	05/28/2009	MTL	MOTION IN LIMINE /PLTF	

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SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
716	05/28/2009	MT	MOTION /PLTF	
717	05/29/2009	EXLST	EXHIBIT LIST / PLTF PROPOSED	
718	06/03/2009	AT	ATTACHMENT /TRIAL SUBPOENA	
719	06/05/2009	EXLST	EXHIBIT LIST/TRIAL	
720	06/05/2009	EXLST	EXHIBIT LIST/TRIAL	
721	06/10/2009	AGOR	AGREED ORDER RE CLAIM	
722	06/10/2009	PLPIN	PLAINTIFF'S PROPOSED INSTRUCTIONS (CITED)	
723	06/10/2009	DCLR	DECLARATION /JESSE O FRANKLIN IV	
724	06/10/2009	RSP	RESPONSE /DEFS	
725	06/10/2009	EXLST	EXHIBIT LIST /TRIAL/DEFS/11TH SUPPL	
726	06/10/2009	RPY	REPLY /PLTF	
727	06/10/2009	AT	ATTACHMENT /IMPROPER REFERENCE TO TESTIMONY OF NASH JOHNSON	
728	06/10/2009	DCLR	DECLARATION /JESSE D MILLER	
729	06/10/2009	AT	ATTACHMENT/SILVERSTEIN TESTIMONY RE DAMAGES	
730	06/10/2009	NT	NOTICE OF REMOVED DEFS TRIAL EXHIBIT	
731	06/12/2009	DCLR	DECLARATION OF TIMOTHY L PIERCE	
732	06/15/2009	DEP	DEPOSITION OF DAVID J NEITHERCUT/ VIDEO	
733	06/15/2009	DEP	DEPOSITION OF BRUCE C STROHN/VIDEO	
734	06/16/2009	ORDYMT	ORDER DENYING MOTION TO EXCLUDE	
735	06/17/2009	MT	MOTION FOR JUDGMNT / DEF	
736	06/17/2009	MT	MOTION FOR JUDGMNT / DEF	
737	06/17/2009	MT	MOTION FOR JUDGMNT / DEF	
738	06/17/2009	MT	MOTION FOR JUDGMNT / DEF	
739	06/17/2009	DFPIN	DEFT'S PROPOSED INSTRUCTIONS/SUPPLE	
740	06/18/2009	AT	ATTACHMENT /OFFER OF PROOF	
741	06/18/2009	AT	ATTACHMENT /OFFER OF PROOF	
742	06/18/2009	AT	ATTACHMENT /OFFER OF PROOF	
743	06/18/2009	AT	ATTACHMENT /OFFER OF PROOF	
744	06/18/2009	AT	ATTACHMENT /OFFER OF PROOF	
745	06/18/2009	JYN	JURY NOTE	
746	06/18/2009	JYN	JURY NOTE	
747	06/18/2009	JYN	JURY NOTE	
748	06/18/2009	JYN	JURY NOTE	
749	06/18/2009	JYN	JURY NOTE	
750	06/18/2009	JYN	JURY NOTE	
751	06/18/2009	JYN	JURY NOTE	
752	06/18/2009	JYN	JURY NOTE	
753	06/18/2009	JYN	JURY NOTE	
754	06/18/2009	JYN	JURY NOTE	
755	06/18/2009	JYN	JURY NOTE	
756	06/18/2009	JYN	JURY NOTE	
757	06/18/2009	JYN	JURY NOTE	
758	06/18/2009	JYN	JURY NOTE	
759	06/18/2009	JYN	JURY NOTE	
760	06/18/2009	JYN	JURY NOTE	
761	06/18/2009	JYN	JURY NOTE	
762	06/18/2009	JYN	JURY NOTE	
763	06/18/2009	JYN	JURY NOTE	
764	06/18/2009	JYN	JURY NOTE	

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SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
765	06/18/2009	JYN	JURY NOTE	
766	06/18/2009	JYN	JURY NOTE	
767	06/18/2009	JYN	JURY NOTE	
768	06/18/2009	MT	MOTION /JDGMT AS MATTER OF LAW/DEFS	
769	06/18/2009	JYN	JURY NOTE	
770	06/18/2009	JYN	JURY NOTE	
771	06/18/2009	JYN	JURY NOTE	
772	06/18/2009	JYN	JURY NOTE	
773	06/18/2009	JYN	JURY NOTE	
774	06/18/2009	JYN	JURY NOTE	
775	06/18/2009	JYN	JURY NOTE	
776	06/18/2009	JYN	JURY NOTE	
777	06/18/2009	JYN	JURY NOTE	
778	06/18/2009	JYN	JURY NOTE	
779	06/18/2009	JYN	JURY NOTE	
780	06/18/2009	JYN	JURY NOTE	
781	06/18/2009	JYN	JURY NOTE	
782	06/18/2009	JYN	JURY NOTE	
783	06/18/2009	JYN	JURY NOTE	
784	06/18/2009	JYN	JURY NOTE	
785	06/18/2009	JYN	JURY NOTE	
786	06/18/2009	JYN	JURY NOTE	
787	06/18/2009	JYN	JURY NOTE	
788	06/18/2009	JYN	JURY NOTE	
789	06/18/2009	JYN	JURY NOTE	
790	06/18/2009	JYN	JURY NOTE	
791	06/19/2009	MT	MOTION TO STRIKE TESTIMONY	
792	06/19/2009	MT	MOTION FOR JUDGMENT	
793	06/19/2009	MT	MOTION TO STRIK TESTIMONY	
794	06/19/2009	DFPIN	DEFENDANT'S PROPOSED INSTRUCTIONS /2ND SUPPLEMENTAL AND AMENDED	
795	06/22/2009	MT	MOTION FOR JDGMNT /ERRATA	
796	06/23/2009	DFPIN	DEFENDANT'S PROPOSED INSTRUCTIONS /SUPPLEMENTAL	
797	06/23/2009	DFPIN	DEFENDANT'S PROPOSED INSTRUCTIONS AND SPECIAL VERDICT /RE SUBMISSION	
798	06/23/2009	DES	COUNTER DESIGNATIONS AND OBJECTIONS TO PLA DESIGNATIONS/DEFS	
799	06/23/2009	DEP	DEPOSITION OF NATALIA PICOULAS	
800	06/23/2009	DEP	DEPOSITION OF TIMOTHY DOWD	
801	06/23/2009	DEP	DEPOSITION OF TIMOTHY DOWD	
802	06/23/2009	NT	NOTICE /WRITTEN EXCEPTIONS TO COURT REFUSAL	
803	06/23/2009	DEP	DEPOSITION OF BRUCE CARLTON STROHM	
804	06/23/2009	DEP	DEPOSITION OF THOMAS KANE	
805	06/23/2009	DEP	DEPOSITION OF TIM DOWD	
806	06/23/2009	PLPIN	PLAINTIFF'S PROPOSED INSTRUCTIONS /REVISED	
807	06/23/2009	DEP	DEPOSITION OF DAVID J. NEITHERCUT	
808	06/23/2009	DEP	DEPOSITION OF STEVEN AMENTO	
809	06/23/2009	DEP	DEP OF R. FESINMEYER & T. DOWD	
810	06/23/2009	DEP	DEPOSITION OF BRUCE CARLTON STROHM	
811	06/23/2009	DEP	DEPOSITION OF DAVID J. NEITHERCUT	

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SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
812	06/23/2009	DEP	DEPOSITION OF PATRICIA L. KLOTZ	
813	06/23/2009	DEP	DEPOSITION OF THOMAS KANE	
814	06/23/2009	DEP	DEPOSITION OF STEVEN AMENTO	
815	06/23/2009	DEP	DEPOSITION OF DAVID ATTLESON	
816	06/23/2009	DEP	DEPOSITION OF MARK GOLDSTEIN	
817	06/24/2009	PLPIN	PLAINTIFF'S PROPOSED INSTRUCTIONS /WRITTEN SUBMISSION /SUPPLEMENTAL	
818	06/24/2009	PLPIN	PLAINTIFF'S PROPOSED INSTRUCTIONS /SUPPLEMENTAL	
819	06/25/2009	CTINJY	COURT'S INSTRUCTIONS TO JURY	
820	06/29/2009	CTINJY	COURT'S INSTRUCTIONS TO JURY	
821	06/29/2009	OR	ORDER RE CERTAIN CLAIMS /STP	
822	06/29/2009	JYN	JURY NOTE	
823	06/29/2009	JYN	JURY NOTE	
824	06/29/2009	JYN	JURY NOTE	
825	06/29/2009	JYN	JURY NOTE	
826	06/29/2009	JYN	JURY NOTE	
827	06/29/2009	VRD	SPECIAL VERDICT	
828	07/02/2009	STPORE	STIP&OR RET EXHIBTS UNOPND DEPOSTNS	
829	07/02/2009	WTRC	WITNESS RECORD	
830	07/07/2009	HCNTU	HEARING CONTINUED: UNSPECIFIED CR/ JANET HOFFMAN	07-22-2009
		JDG03	JUDGE JULIE SPECTOR, DEPT 3	
831	07/10/2009	EXLST	EXHIBIT LIST	
832	07/13/2009	CROF	CERTIFICATE OF FINALITY /63461-5-I /DISCRETIONARY REVIEW DENIED	
833	07/13/2009	NTHG	NOTICE OF HEARING /SHORTEN TIME	07-17-2009
834	07/13/2009	MT	MOTION TO SHORTEN TIME /DEFT	
835	07/13/2009	DCLR	DECLARATION OF JESSEE FRANKLIN	
836	07/13/2009	MT	MOTION FOR ORDER AUTH DEPO/DEF	
837	07/13/2009	DCLR	DCLR/SPPT OF JESSE FRANKLIN	
838	07/14/2009	NTHG	NOTICE OF HEARING /RE LIBILITY	07-22-2009
839	07/14/2009	NTHG	NOTICE OF HEARING /ADMIT EXHIBITS	07-22-2009
840	07/14/2009	MT	MOTION TO ADMIT EXHIBITS	
841	07/14/2009	MT	MOTION RE ALTER EGO/CORP DISREGARD LIABILITY	
842	07/15/2009	RSP	RESPONSE TO MTN /DEF BALATON	
843	07/16/2009	RSP	RESPONSE TO MTNS FOR JDGMT/PLTF	
844	07/17/2009	ORSGT	ORDER SHORTENING TIME	
845	07/17/2009	ORSGT	ORDER SHORTENING TIME /DENY DEPOSIT	
846	07/17/2009	NTHG	NOTICE OF HEARING /SHORTEN TIME	07-22-2009
847	07/17/2009	DCLR	DECLARATION /BRIAN L LEWIS	
848	07/17/2009	MT	MOTION TO SHORTEN TIME/DEFS	
849	07/17/2009	NTHG	NOTICE OF HEARING RE EXHIBITS	07-22-2009
850	07/17/2009	MT	MOTION TO ADMIT EXHIBITS/DEFS	
851	07/17/2009	RSP	RESPONSE /DEFS	
852	07/17/2009	DCLR	DECLARATION /JESSE O FRANKLIN IV	
853	07/20/2009	MT	MOTION TO SHORTEN TIME/PLTFS	
854	07/20/2009	DCLR	DECLARATION /JESSE D MILLER	
855	07/20/2009	NTHG	NOTICE OF HEARING /SHORTEN TIME	07-22-2009
856	07/20/2009	NTHG	NOTICE OF HEARING /STIKE	07-22-2009
857	07/20/2009	MT	MOTION TO STRIKE /PLTFS	
858	07/21/2009	RPY	REPLY IN SUPPORT MT RE ALTER EGO	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
859	07/21/2009	WT	WITHDRAWAL PLT MT	
860	07/21/2009	NTHG	NOTICE OF HEARING /MTN TO STRIKE	07-30-2009
861	07/23/2009	NTHG	NOTICE OF HEARING /AUTH DEPOSIT	07-31-2009
862	07/23/2009	MT	MOTION FOR ORD AUTH DEPOSIT	
863	07/23/2009	OB	OBJECTION / OPPOSITION TO DEF MTN TO STRIKE	
864	07/23/2009	NTHG	NOTICE OF HEARING /AUTH DEPOSIT	07-31-2009
865	07/29/2009	RPY	REPLY IN SUPPORT	
866	07/30/2009	OR	ORDER ALLOWING DEPOSIT/INVEST FUNDS	
867	07/30/2009	MTHRG	MOTION HEARING CR MICHELLE VITRANO	
		JDG03	JUDGE JULIE SPECTOR, DEPT 3	

=====END=====

CASE#: 07-2-38036-1 SEA JUDGMENT# NO JUDGE ID: 9
 TITLE: TIMBER RIDGE CONDOMINIUM ASSOCIATION VS EC-TIMBER RIDGE DBA ET AL
 FILED: 11/29/2007
 CAUSE: COM COMMERCIAL DV: N

RESOLUTION: DATE:
 COMPLETION: DATE:
 CASE STATUS: ACT DATE: 11/29/2007 ACTIVE
 ARCHIVED:
 CONSOLIDIT:

NOTE1:*CONSOLIDATED W/08-2-17079-9 SEA FOR PRETRIAL/DISCOVERY PURPOSES ONLY
 NOTE2:

----- PARTIES -----

CONN.	LAST NAME, FIRST MI TITLE	LITIGANTS	DATE
PLA01	TIMBER RIDGE CONDOMINIUM ASSOCIATION		
DEF01	EC-TIMBER RIDGE		
DBA	EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP		
DBA	EQUITY RESIDENTIAL DE		
DEF02	ERP OPERATING LIMITED PARTNERSHIP		
DEF03	EQUITY RESIDENTIAL MD		
DEF04	ERP HOLDING CO INC		
DBA	ERP HOLDING CO (TRS) INC		
FKA	EQUITY CORPORATE HOUSING HOLDING CO INC		
DEF05	HAWES, JACK		
DEF06	GOLDSTEIN, MARK		
WTP01	SIEGEL, JOHN CHRISTIAN		
BAR#	29866		
ATP02	BEAL, RICHARD T.		
BAR#	09203		
ATP03	MILLER, JESSE		
BAR#	35837		
WTD01	FRANK, JEFFREY GUY	1-4,6	
BAR#	16287		
ATD02	FRANKLIN, JESSE OWEN IV	1-4,6	
BAR#	13755		
ATD03	LEWIS, BRIAN L	1-4,6	
BAR#	33560		
ATD04	SMETKA, PAULINE VICTORIA	5,6	
BAR#	11183		

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-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
1	11/29/2007	SMCMP	SUMMONS & COMPLAINT	
2	11/29/2007	*ORSCS JDG09	SET CASE SCHEDULE JUDGE JEFFREY M. RAMSDELL DEPT 9	05-18-2009ST

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
3	11/29/2007	CICS LOCS	CASE INFORMATION COVER SHEET ORIGINAL LOCATION - SEATTLE	
4	12/27/2007	CSSRV	CONFIRM. SERV.:PARTIES TO BE SERVED	
5	12/27/2007	LIST	LIST OF CONSTRUCTION DEFECTS/PLA	
6	01/03/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
7	01/03/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
8	01/03/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
9	01/03/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
10	01/07/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
11	01/08/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
12	01/10/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
13	01/17/2008	NTAPR	NOTICE OF APPEARANCE/DEFTS 1-4,6	
14	02/15/2008	ACSR	ACCEPTANCE OF SERVICE	
15	02/29/2008	NTHG	NOTICE OF HEARING/MTN TO DISMISS	03-28-2008
16	02/29/2008	DCLR	DECLARATION OF JEFFREY G FRANK	
17	02/29/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
18	02/29/2008	MT	MOTION TO DISMISS/DEFT	
19	03/20/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
20	03/20/2008	MT	MOTION TO STRIKE / PLA	
21	03/20/2008	NTHG	NOTICE OF HEARING /STRIKE	03-28-2008
22	03/21/2008	OB	OPP TO MTN TO DISMISS/PLTF	
23	03/26/2008	DCLR	DECLARATION / JEFFREY G. FRANK	
24	03/26/2008	DCLR	DECLARATION / STACEY A FITZPATRICK	
25	03/26/2008	NTHG	NOTICE OF HEARING /STRIKE	03-28-2008
26	03/26/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
27	03/26/2008	MT	MT TO STRIKE/OPP TO PLTF/OVRLNGTH/D	
28	03/26/2008	MT	MOTION SHORTENING TIME/DEF	
29	03/26/2008	RPY	REPLY IN SUPPT OF MTN TO DISMISS	
30	03/28/2008	ORSGT	ORDER SHORTENING TIME AND DENYING MOTION TO STRIKE	
31	03/28/2008	MTHRG	MOTION HEARING CR JOANN BOWEN JDG09 JUDGE JEFFREY M. RAMSDELL DEPT 9	
32	03/31/2008	ORDYMT	ORDER DENYING MOTION TO DISMISS	
33	04/18/2008	ANAFDF	ANSWER & AFFIRMATIVE DEF/DEF 1-4 &6	
34	05/08/2008	CJPTY	CONFIRM. JOIN.: PARTY TO BE JOINED	
35	05/27/2008	ORTSC ACTION	ORDER TO SHOW CAUSE PROBLEMS WITH CJ	07-03-2008
35A	06/17/2008	NTWSUB	NOTICE WITHDRAW & SUBSTITUT COUNSEL	
36	06/18/2008	NTHG	NOTICE OF HEARING /SCHED ORDER	06-26-2008
37	06/18/2008	STP	STIPULATION TO REVISE CASE SCHED	
38	06/18/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
39	06/26/2008	ORGMT	ORDER GRANTING MTN FOR SCHEDULING	
40	07/10/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
41	07/10/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
42	07/22/2008	DCLR	DECLARATION OF RICHARD BEAL JR	
43	07/22/2008	DCLR	DECLARATION OF JEFFREY G. FRANK	
44	07/24/2008	NT	NOTICE OF TERMINATION MEDIATION	
45	08/01/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
46	08/29/2008	\$JDR6	JURY DEMAND RECEIVED - SIX	125.00
47	09/05/2008	ORAU	ORDER AUTHORIZING PRO HAC VICE /TIMOTHY PIERCE	
48	09/05/2008	NTWSUB	NOTICE WITHDRAW & SUBSTITUT COUNSEL	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
49	09/29/2008	ORCNS	ORDER CONSOLIDATING CASES FOR PRETRIAL/DISCOVERY PURPOSES ONLY	
50	10/15/2008	NTHG	NOTICE OF HEARING /STRIKE DATES	10-15-2008
51	10/15/2008	MT	MOTION TO STRIKE DATES COMPLETION	
52	10/17/2008	NTHG	NOTICE OF HEARING /STRIKE DATES	10-27-2008
53	11/26/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
54	12/02/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
55	12/02/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
56	12/02/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
57	12/10/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
58	12/12/2008	NTHG	NOTICE OF HEARING /CONT TRIAL	12-22-2008
59	12/12/2008	DCLR	DECLARATION OF JESSE MILLER	
60	12/12/2008	MTCTD	MOTION TO CHANGE TRIAL DATE /PL	
61	12/23/2008	ORACS	ORDER AMENDING CASE SCHEDULE	09-14-2009ST
62	12/23/2008	ORCTD	ORD FOR CONTINUANCE OF TRIAL DATE	09-14-2009
63	02/09/2009	\$JDR12	JURY DEMAND RECEIVED - TWELVE	250.00
64	03/31/2009	NTASCC	NOTICE OF ASSOCIATION OF COUNSEL	
65	03/31/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
66	04/09/2009	\$JDR12	JURY DEMAND RECEIVED - TWELVE	250.00
67	04/13/2009	NTASCC	NOTICE OF ASSOCIATION OF COUNSEL	
68	06/03/2009	NTHG	NOTICE OF HEARING /EXTEND TRIAL	06-08-2009
69	06/03/2009	MTCTD	MOTION TO CHANGE TRIAL DATE /STIP	
70	06/05/2009	ORACS	ORDER AMENDING CASE SCHEDULE	01-25-2010ST
71	06/05/2009	ORCTD	ORD FOR CONTINUANCE OF TRIAL DATE	01-25-2010
72	07/24/2009	NTHG	NOTICE OF HEARING /SUMM JDGMT	08-21-2009
73	07/24/2009	MTSMJG	MOTION FOR SUMMARY JUDGMENT/MARK G & JACK HAWES	
74	07/24/2009	DCLR	DECLARATION OF JACK HAWES	
75	07/24/2009	DCLR	DECLARATION OF MARK GOLDSTEIN	
76	07/24/2009	DCLR	DECLARATION OF BEN SHIH	
77	07/24/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
78	07/29/2009	NTHG	NOTICE OF HEARING /MTN TO COMPEL	08-06-2009
79	07/29/2009	MT	MOTION TO COMPEL /DEFS	
80	07/29/2009	AFS	AFFIDAVIT IN SUPPORT	
80A	08/03/2009	NTHG	NOTICE OF HEARING /SUMM JDGMT	10-16-2009
81	08/04/2009	OB	OPPOSITION TO MTN TO COMPEL/PLTF	
82	08/04/2009	DCLR	DECLARATION OF ZACHARY O MCISAAC	

-----END-----

CASE#: 08-2-02978-6 SEA JUDGMENT# NO JUDGE ID: 48
 TITLE: STERLING HEIGHTS CONDOMINIUM ASSOCIATION VS EC STERLING HEIGHTS ET AL
 FILED: 01/15/2008
 CAUSE: COM COMMERCIAL DV: N

RESOLUTION: CONS DATE: 05/14/2009 CONSOLIDATED CASE
 COMPLETION: DATE:
 CASE STATUS: ACT DATE: 01/15/2008 ACTIVE
 ARCHIVED:
 CONSOLIDIT: 08-2-32596-2
 NOTE1:*CONSOL ON 05-14-09. DOCKET UNDER 08-2-32596-2SEA.
 NOTE2:

----- PARTIES -----

CONN.	LAST NAME, FIRST MI TITLE	LITIGANTS	DATE
PLA01	STERLING HEIGHTS CONDOMINIUM ASSOCIATION		
DEF01	EC STERLING HEIGHTS		
DEF02	EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP		
DEF03	ERP OPERATING LIMITED PARTNERSHIP		
DEF04	EQUITY RESIDENTIAL		
ATP01	MARTIN, DEAN ERIC		
BAR#	21970		
WTD01	FRANK, JEFFREY GUY	1-4	
BAR#	16287		
WTD02	FITZPATRICK, STACEY	1-4	
BAR#	33525		
ATD03	FRANKLIN, JESSE OWEN IV	1-4	
BAR#	13755		
ATD04	LEWIS, BRIAN L	1-4	
BAR#	33560		

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----- APPEARANCE DOCKET -----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
1	01/15/2008	SMCMP	SUMMONS & COMPLAINT	
2	01/15/2008	*ORSCS JDG22	SET CASE SCHEDULE JUDGE DOUGLAS MCBROOM, DEPT 22	06-29-2009ST
3	01/15/2008	CICS LOCS	CASE INFORMATION COVER SHEET ORIGINAL LOCATION - SEATTLE	
4	01/18/2008	LIST	LIST OF KNOWN CONSTRUCTION DEFECTS	
5	04/02/2008	NTAPR	NOTICE OF APPEARANCE /DEFTS	
6	04/03/2008	ACSR	ACCEPTANCE OF SERVICE /DEFS	
7	04/17/2008	ANAFDF	ANSWER & AFFIRMATIVE DEF/DEFS	
8	04/18/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
9	06/24/2008	CJPTY	CONFIRM. JOIN.: PARTY TO BE JOINED	
10	06/24/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
11	07/14/2008	ORTSC	ORDER TO SHOW CAUSE	08-07-2008JS
		ACTION	NO CJNSC ON FILE	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
12	07/22/2008	LTR	LETTER FROM JOHN M TORRES	
13	08/07/2008	ORSC	ORDER ON SHOW CAUSE /ON TRACK	
14	08/07/2008	HSTKIC JDG51	HEARING STRICKEN: IN COURT OTHER JUDGE JOHN ERLICK, DEPT 51	
15	09/05/2008	ORAU EXP01	ORDER AUTHORIZING PRO HAC VICE /TIMOTHY PIERCE EX-PARTE, DEPT	
16	09/05/2008	NTWSUB	NOTICE WITHDRAW & SUBSTITUT COUNSEL	
17	12/05/2008	ORCJ JDG48	ORDER FOR CHANGE OF JUDGE JUDGE LAURA INVEEN, DEPT 48	
18	01/26/2009	REC	RECUSAL OF JUDGE	
19	01/26/2009	ORASR JDG30	ORDER ON ASSIGNMENT/REASSIGNMENT JUDGE DOUGLASS A. NORTH, DEPT 30	
20	03/12/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
21	03/12/2009	\$JDR12	JURY DEMAND RECEIVED - TWELVE	250.00
22	05/14/2009	ORCT	ORDER CONSOLIDATING FOR TRIAL UNDER 08-2-32596-2SEA /DISMIS CERTAIN DEFENSES	

!!!DO NOT DOCKET BELOW THIS LINE!!!

=====END=====



Snohomish Superior Court
08-2-03135-5

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								Switch user

Information on Snohomish County Superior Court Case #: 08-2-03135-5 Performed on: Wed Aug 12 2009 14:44:27 PST
Search Title: 216127.000: 08-2-03135-5 - WA Superior Client/Matter Number: 216127.000
Case #: 08-2-03135-5

Summary Names Docket Documents Attorneys

SUMMARY Information

Title: COUNTRY CLUB ESTATES CONDOMINIUM HOMES ASSOC VS COUNTRY CLUB CONOMINI

Judgment#: NO

Filed: 03/17/2008

Cause of Action: COMMERCIAL

Resolution:

Completion:

Case Status: 03 17 2008 - ACTIVE

Consolidated cases:

Note #1:

Note #2:

Off-line Date:

Judge Id:

Additional Info:

Resolution Date:

Completion Date :

Restore Date:

NAMES Information

* - Total participants 13. Click on the **BAR number (or SCOMIS ID)** for more detail.

Name:	COUNTRY CLUB ESTATES CONDOMINIUM HOMES ASSOCIATION
Relation to Case:	Plaintiff (PLA01)
Date:	
Name:	COUNTRY CLUB CONDOMINIUM
Relation to Case:	Defendant (DEF01)
Date:	
Name:	EQUITY RESIDENTIAL PROPERTIES MANAGMENT CORP
Relation to Case:	Defendant (DEF02)
Date:	
Name:	ERP OPERATING LIMITED PARTNERSHIP
Relation to Case:	Defendant (DEF03)
Date:	
Name:	EQUITY RESIDENTIAL
Relation to Case:	Defendant (DEF04)
Date:	
Name:	MARTIN, DEAN ERIC
Relation to Case:	Attorney for Plaintiff (ATP01)
Represented Parties:	COUNTRY CLUB ESTATES CONDOMINIUM HOMES ASSOCIATION (PLA01)
Date:	
Bar#:	21970 Washington State BAR Association number
Name:	FRANK, JEFFREY GUY
Relation to Case:	WTD01
Date:	
Bar#:	16287 Washington State BAR Association number
Name:	FITZPATRICK, STACEY
Relation to Case:	WTD02
Date:	

Bar#: 33525 **Washington State BAR Association number**
Name: LONERGAN, KELLY ANN
Relation to Case: WTD03
Date:
Bar#: 39583 **Washington State BAR Association number**
Name: FRANKLIN, JESSE OWEN IV
Relation to Case: Attorney for Defendant (ATD04)
Date:
Bar#: 13755 **Washington State BAR Association number**
Name: SUGHRUA, THOMAS P.
Relation to Case: Attorney for Defendant (ATD05)
Date:
Bar#: 14117 **Washington State BAR Association number**
Name: LEWIS, BRIAN L
Relation to Case: Attorney for Defendant (ATD06)
Date:
Bar#: 33560 **Washington State BAR Association number**
Name: PIERCE, TIMOTHY L
Relation to Case: Attorney for Defendant (ATD07)
Date:

DOCKET Information

Item Number	Date	Court Code	Description/Name	Secondary Information
-	03 17 2008	\$FFR	FILING FEE RECEIVED	200.00
1	03 17 2008	CICS	CASE INFORMATION COVER SHEET	
2	03 17 2008	SMCMP ATP01	SUMMONS & COMPLAINT MARTIN, DEAN ERIC	
3	04 16 2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
4	04 16 2008	LIST	LIST OF KNOWN CONSTRUCTION DEFECTS	
5	04 25 2008	ACSR	ACCEPTANCE OF SERVICE	
6	04 25 2008	NTAPR ATD01	NOTICE OF APPEARANCE FOR ALL DFDTs FRANK, JEFFREY GUY	
7	04 30 2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
8	04 30 2008	ACSR	ACCEPTANCE OF SERVICE	
9	05 08 2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
10	06 11 2008	ANAFDF ATD01 ATD02 ATD03	ANSWER & AFFIRMATIVE DEFENSE OF ALL DFDTs FRANK, JEFFREY GUY FITZPATRICK, STACEY LONERGAN, KELLY ANN	
11	07 09 2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
12	09 08 2008	NTWSUB ATD04 ATD06	NOTICE WITHDRAW & SUBSTITUT COUNSEL ALL DFDTs FRANKLIN, JESSE OWEN IV LEWIS, BRIAN L	
13	09 22 2008	OR ATD07 JDG24	ORDER FOR LIMITED ADMISSION PURSUANT TO PRO HAC VICE PIERCE, TIMOTHY L JUDGE DAVID A. KURTZ	
-	09 22 2008	EXWACT	EX-PARTE ACTION WITH ORDER	

DOCUMENT Information (Hide this section)

Documents are not available online from this court.

ORDER Documents

- 1 - CASE INFORMATION COVER SHEET
- 2 - SUMMONS & COMPLAINT
- 3 - AFFIDAVIT/DCLR/CERT OF SERVICE
- 4 - LIST OF KNOWN CONSTRUCTION DEFECTS
- 5 - ACCEPTANCE OF SERVICE

Phone: (206) 447-4400 **Last Reported:** **Status:** Active
Fax Number:
(206) 447-9700
Data source: Washington State BAR Association

Name: Jesse Owen Franklin IV
925 4th Ave Ste 2900
Seattle, WA 98104-1158

Relation:
Bar number: 13755

Phone: (206) 623-7580 **Last Reported:** **Status:** Active
Email: jesse.franklin@klgates.com **Fax Number:** (206) 623-7022
Data source: Washington State BAR Association

Name: Thomas P. Sughrua
1411 4th Ave Ste 1420
Seattle, WA 98101-2223

Relation:
Bar number: 14117

Phone: (206) 264-0100 **Last Reported:** **Status:** Disbarred
Fax Number:
(206) 652-4811
Data source: Washington State BAR Association

Name: Brian L Lewis
925 4th Ave Ste 2900
Seattle, WA 98104-1158

Relation:
Bar number: 33560

Phone: (206)623-7580 **Last Reported:** **Status:** Active
Email: brian.lewis@klgates.com
Data source: Washington State BAR Association

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Appendix B

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FILED HONORABLE JULIE SPECTOR
KING COUNTY, WASHINGTON

JUN 29 2009

SUPERIOR COURT CLERK
BY JUAN C. BUENAFE
DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

BALATON CONDOMINIUM
ASSOCIATION, a Washington nonprofit
corporation,

Plaintiff,

v.

BALATON CONDOMINIUM, LLC, a
Delaware limited liability company, *et al*

Defendants.

NO. 07-2-14061-1SEA

(consolidated with
No. 07-2-39745-1SEA)

SPECIAL VERDICT FORM &
SPECIAL INTERROGATORY TO
JURY

ORIGINAL

We the Jury make the following answers to the questions asked by the Court:

1. How does the Jury rule on the question of whether Natalia Picoulas was at all times working or acting within the scope of her employment or authority with Equity Residential, ERP Operating Limited Partnership, Equity Residential Properties Management Corp., or Balaton Condominium, LLC in performing her work on the Balaton Conversion Project?

Based on a preponderance of the evidence, we find Natalia Picoulas was at all times working or acting within the scope of her employment or authority as to the following Defendant(s), as identified by a check mark in each box:

- Balaton Condominium, LLC
- Equity Residential Properties Management Corp.
- ERP Operating Limited Partnership
- Equity Residential

We find Natalia Picoulas was not at all times working or acting within the scope of her employment or authority as to the following Defendant(s), as identified by a check mark in each box:

- Balaton Condominium, LLC
- Equity Residential Properties Management Corp.
- ERP Operating Limited Partnership
- Equity Residential

//

//

//

2. How does the Jury rule on Plaintiff's claim for breach of the implied warranty of workmanship?

Based on a preponderance of the evidence, we find in favor of the Plaintiff in the sum of \$681,449.00 and against the following Defendants, as identified by a check mark in each box:

- Balaton Condominium, LLC
- Equity Residential Properties Management Corp.
- ERP Operating Limited Partnership
- Equity Residential

We find in favor of all Defendants named above.

3. How does the Jury rule on Plaintiff's claim for breach of the implied warranty of suitability?

Based on a preponderance of the evidence, we find in favor of the Plaintiff in the sum of \$40,000.00 and against the following Defendants, as identified by a check mark in each box:

- Balaton Condominium, LLC
- Equity Residential Properties Management Corp.
- ERP Operating Limited Partnership
- Equity Residential

We find in favor of all Defendants named above.

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4. **How does the Jury rule on Plaintiff's claim for breach of contract?**

Based on a preponderance of the evidence, we find in favor of the Plaintiff in the sum of \$ 0 and against Defendant Balaton Condominium, LLC.

We find in favor of Defendant Balaton Condominium, LLC.

5. **How does the Jury rule on Plaintiff's claim for violation of the Consumer Protection Act?**

Based on a preponderance of the evidence, we find in favor of the Plaintiff in the sum of \$ 15,1080.00 and against the following Defendants, as identified by a check mark in each box:

Balaton Condominium, LLC

Equity Residential Properties Management Corp.

ERP Operating Limited Partnership

Equity Residential

Mark Goldstein

We find in favor of all Defendants named above.

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6. **How does the Jury rule on Plaintiff's claim for breach of fiduciary duty?**

Based on a preponderance of the evidence, we find in favor of the Plaintiff in the sum of \$ _____ and against the following Defendants, as identified by a check mark in each box:

- Balaton Condominium, LLC
- Equity Residential Properties Management Corp.
- ERP Operating Limited Partnership
- Equity Residential

We find in favor of all Defendants named above.

7. **How does the Jury rule on Plaintiff's claim for negligent failure to maintain and repair the condominium buildings?**

Based on a preponderance of the evidence, we find in favor of the Plaintiff in the sum of \$ 5,740.00 and against the following Defendants, as identified by a check mark in each box:

- Balaton Condominium, LLC
- Equity Residential Properties Management Corp.
- ERP Operating Limited Partnership
- Equity Residential

We find in favor of all Defendants named above.

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8. How does the Jury rule on Plaintiff's claim for fraudulent concealment?

Based on clear, cogent and convincing evidence, we find in favor of the Plaintiff in the sum of \$ 0 and against the following Defendants, as identified by a check mark in each box:

- Balaton Condominium, LLC
- Equity Residential Properties Management Corp.
- ERP Operating Limited Partnership
- Equity Residential

We find in favor of all Defendants named above.

9. How does the Jury rule on Plaintiff's claim for violations regarding the Public Offering Statement?

Based on a preponderance of the evidence, we find in favor of the Plaintiff in the sum of \$ _____ and against the following Defendants, as identified by a check mark in each box:

- Balaton Condominium, LLC
- Equity Residential Properties Management Corp.
- ERP Operating Limited Partnership
- Equity Residential

We find in favor of all Defendants named above.

DATED: June 29, 2009

Marcie A. Hinchey
Foreperson

Appendix C

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

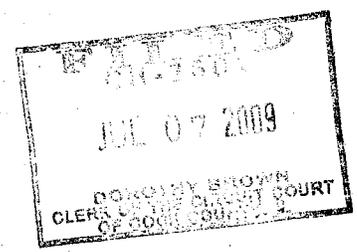
ACE AMERICAN INSURANCE COMPANY,)
a foreign corporation,)
Plaintiff)

V.)

EQUITY RESIDENTIAL; EQUITY RESIDENTIAL)
PROPERTIES MANAGEMENT CORPORATION;)
EQUITY RESIDENTIAL PROPERTIES TRUST;)
ERP-OPERATING LIMITED PARTNERSHIP; ERP)
HOLDING COMPANY, INC.; BALATON)
CONDOMINIUM, LLC; COUNTRY CLUB)
CONDOMINIUM, LLC; EC TIMBER RIDGE, LLC; and)
EC STERLING HEIGHTS, LLC,)
Defendants.)

Case No:

022194

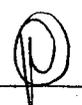


COMPLAINT FOR DECLARATORY JUDGMENT AND DAMAGES

NOW COMES Plaintiff ACE AMERICAN INSURANCE COMPANY ("ACE"), by and through its attorneys at COZEN O'CONNOR, and for its Complaint for Declaratory Judgment and Damages against Defendants EQUITY RESIDENTIAL, EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORPORATION, EQUITY RESIDENTIAL PROPERTIES TRUST, ERP OPERATING LIMITED PARTNERSHIP, ERP HOLDING CO., INC., BALATON CONDOMINIUM, LLC, COUNTRY CLUB CONDOMINIUM, LLC, EC TIMBER RIDGE, LLC, and EC STERLING HEIGHTS, LLC (collectively, "EQUITY"), alleges as follows:

NATURE OF CLAIM

1. ACE seeks a judgment determining the parties' respective rights and obligations under certain insurance policies that ACE issued to EQUITY RESIDENTIAL PROPERTIES TRUST and/or EQUITY RESIDENTIAL.

DOCKETED: 
JUL 08 2009

2. ACE seeks a judgment determining the parties' respective rights and obligations with respect to ACE's handling of EQUITY's insurance claims relating to certain "Underlying Lawsuits," hereinafter defined.

3. ACE seeks a judgment declaring that, under the terms of the insurance policies that ACE issued to EQUITY RESIDENTIAL PROPERTIES TRUST and/or EQUITY RESIDENTIAL, ACE owes no duty to defend or indemnify EQUITY in the Underlying Lawsuits.

4. ACE seeks a judgment declaring that ACE neither owes nor has breached any duties to EQUITY with respect to ACE's handling of EQUITY's insurance claims relating to the Underlying Lawsuits.

5. ACE seeks a judgment declaring that EQUITY breached one or more the insurance policies that ACE issued to EQUITY RESIDENTIAL PROPERTIES TRUST and/or EQUITY RESIDENTIAL, and that EQUITY's breach proximately caused damages to ACE.

THE PARTIES

6. ACE is a corporation organized and existing under the laws of Pennsylvania, with its principal place of business located in Philadelphia, Pennsylvania. At all relevant times, ACE was authorized to and did conduct business in Illinois and issue liability insurance policies to entities doing business in Illinois.

7. Upon information and belief, EQUITY RESIDENTIAL is a real estate investment trust formed under the laws of Maryland, with its principal place of business located in Chicago, Illinois. At all relevant times, EQUITY RESIDENTIAL was authorized to and did conduct business in Illinois.

8. Upon information and belief, EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORPORATION ("ERPMC") is a corporation organized and existing under

the laws of Delaware, with its principal place of business located in Chicago, Illinois. At all relevant times, ERPMC was authorized to and did conduct business in Illinois.

9. Upon information and belief, EQUITY RESIDENTIAL PROPERTIES TRUST is a real estate investment trust formed under the laws of Maryland, with its principal place of business located in Chicago, Illinois. At all relevant times, EQUITY RESIDENTIAL PROPERTIES TRUST was authorized to and did conduct business in Illinois.

10. Upon information and belief, ERP-OPERATING LIMITED PARTNERSHIP ("ERP-OP") is a limited partnership formed and existing under the laws of Illinois, with its principal place of business in Illinois. At all relevant times ERP-OP was authorized to and did conduct business in Illinois.

11. Upon information and belief, ERP HOLDING CO., INC. ("ERP HOLDING") is a corporation organized and existing under the laws of Delaware, with its principal place of business located in Chicago, Illinois. At all relevant times, ERP HOLDING was authorized to and did conduct business in Illinois.

12. Upon information and belief, BALATON CONDOMINIUM, LLC is a limited liability company formed and existing under the laws of Delaware, with its principal place of business located in Chicago, Illinois. Upon information and belief, at all relevant times, BALATON CONDOMINIUM, LLC was authorized to and did conduct business in Illinois. Upon information and belief, at all relevant times, BALATON CONDOMINIUM, LLC was the declarant for Balaton Condominium Homes in Washington State.

13. Upon information and belief, COUNTRY CLUB CONDOMINIUM, LLC is a limited liability company formed and existing under the laws of Delaware, with its principal place of business located in Chicago, Illinois. Upon information and belief, at all relevant times,

COUNTRY CLUB CONDOMINIUM, LLC was authorized to and did conduct business in Illinois. Upon information and belief, at all relevant times, COUNTRY CLUB CONDOMINIUM, LLC was the declarant for Country Club Estates Condominium Homes in Washington State.

14. Upon information and belief, EC TIMBER RIDGE, LLC is a limited liability company formed and existing under the laws of Delaware, with its principal place of business located in Chicago, Illinois. Upon information and belief, at all relevant times, EC TIMBER RIDGE, LLC was authorized to and did conduct business in Illinois. Upon information and belief, at all relevant times, EC TIMBER RIDGE, LLC was the declarant for Timber Ridge Condominium Homes in Washington State.

15. Upon information and belief, EC STERLING HEIGHTS, LLC is a limited liability company formed and existing under the laws of Delaware, with its principal place of business located in Chicago, Illinois. Upon information and belief, at all relevant times, EC STERLING HEIGHTS, LLC was authorized to and did conduct business in Illinois. Upon information and belief, at all relevant times, STERLING HEIGHTS, LLC was the declarant for Sterling Heights Condominium Homes in Washington State.

DEFENDANTS' AFFILIATION

16. Upon information and belief, EQUITY RESIDENTIAL is the sole general partner of ERP-OP and is the sole shareholder of ERPMC.

17. Upon information and belief, ERP-OP is the sole shareholder ERP HOLDING.

18. Upon information and belief, ERPMC is the sole member of BALATON CONDOMINIUM, LLC, COUNTRY CLUB CONDOMINIUM, LLC, and EC STERLING HEIGHTS, LLC.

19. Upon information and belief, ERP Holding is the sole member of EC TIMBER RIDGE, LLC.

JURISDICTION AND VENUE

20. This Court has jurisdiction over Defendants pursuant to Section 2-209 of the Illinois Civil Practice Act (735 ILCS 5/2-209).

21. There is an actual and justiciable controversy between ACE and EQUITY.

22. Venue is proper in this County, pursuant to Section 2-101 of the Illinois Civil Practice Act (735 ILCS 5/2-101), on the basis that: (a) EQUITY resides in and transacts business directly relevant to this action in this County, and (b) the contracts at issue in this dispute were formed in this County.

23. ACE seeks relief in the form of declaratory judgment and money damages.

THE UNDERLYING LAWSUITS

24. The condominium associations and/or individual homeowners at the four condominiums described in the preceding paragraphs commenced five separate lawsuits against EQUITY in Washington State (collectively, "the Underlying Lawsuits").

25. In 2007, Balaton Condominium Association filed a complaint against BALATON CONDOMINIUM, LLC, ERPMC, ERP-OP, and EQUITY RESIDENTIAL in the King County Superior Court of the State of Washington, Case No. 07-2-14061-1SEA ("the Balaton litigation"). A true and correct copy of the operative complaint is attached hereto as Exhibit "A." BALATON CONDOMINIUM, LLC, ERPMC, ERP-OP, and EQUITY RESIDENTIAL answered the complaint and denied liability for the claims. On information and belief, on or about June 29, 2009, the jury returned its verdict in the Balaton litigation.

26. On or about November 29, 2007, Timber Ridge Condominium Association filed a complaint against EC-TIMBER RIDGE, LLC, ERPMC, ERP-OP, EQUITY RESIDENTIAL,

and ERP HOLDING in the King County Superior Court of the State of Washington, Case No. 07-2-38036-1SEA ("the Timber Ridge litigation"). A true and correct copy of the operative complaint is attached hereto as Exhibit "B." EC-TIMBER RIDGE, LLC, ERPMC, ERP-OP, EQUITY RESIDENTIAL, and ERP HOLDING answered the complaint and denied liability for the claims. The Timber Ridge litigation is still pending, and the trial is scheduled to commence on January 25, 2010.

27. On or about January 15, 2008, Sterling Heights Condominium Association filed a complaint against EC-STERLING HEIGHTS, LLC, ERPMC, ERP-OP, and EQUITY RESIDENTIAL in the King County Superior Court of the State of Washington, Case No. 08-202978-6SEA ("the Sterling Heights litigation"). A true and correct copy of the operative complaint is attached hereto as Exhibit "C." EC-STERLING HEIGHTS, LLC, ERPMC, ERP-OP, and EQUITY RESIDENTIAL answered the complaint and denied liability for the claims. The Sterling Heights litigation is still pending, and the trial is scheduled to commence on March 15, 2010.

28. On or about March 17, 2008, Country Club Estates Condominium Homes Association filed a complaint against COUNTRY CLUB CONDOMINIUM, LLC, ERPMC, ERP-OP, and EQUITY RESIDENTIAL in the Snohomish County Superior Court of the State of Washington, Case No. 08-2-03135-5 ("the Country Club litigation"). A true and correct copy of the operative complaint is attached hereto as Exhibit "D." COUNTRY CLUB CONDOMINIUM, LLC, ERPMC, ERP-OP, and EQUITY RESIDENTIAL answered the complaint and denied liability for the claims. The Country Club litigation is still pending, and a trial date has not been scheduled.

29. On or about May 19, 2008, Sierra J. Ogard, et al., filed a complaint against EC TIMBER RIDGE, LLC, ERPMC, ERP-OP, EQUITY RESIDENTIAL, and ERP HOLDING in the King County Superior Court of the State of Washington, Case No. 08-2-17079-9SEA ("the Ogard litigation"). A true and correct copy of the operative complaint is attached hereto as Exhibit "E." EC TIMBER RIDGE, LLC, ERPMC, ERP-OP, EQUITY RESIDENTIAL, and ERP HOLDING answered the complaint and denied liability for the claims. The Ogard litigation is still pending, and the trial is scheduled to commence on November 2, 2009.

30. In sum, in the Underlying Lawsuits, the plaintiffs seek damages from EQUITY because of property damage to the condominiums arising from construction defects.

THE ACE INSURANCE POLICIES

31. In pertinent part, ACE issued the following Excess Commercial General Liability policies:

- a) ACE issued Policy No. XSLG19902596 to EQUITY RESIDENTIAL PROPERTIES TRUST, effective December 15, 2000 to May 1, 2002. An uncertified copy of that policy is attached hereto as Exhibit "F."
- b) ACE issued Policy No. XSLG20311708 to EQUITY RESIDENTIAL, effective May 1, 2002 to May 1, 2003. An uncertified copy of that policy is attached hereto as Exhibit "G."
- c) ACE issued Policy No. XSLG19849685 to EQUITY RESIDENTIAL, effective May 1, 2003 to May 1, 2004. A true and correct copy of that policy is attached hereto as Exhibit "H."
- d) ACE issued Policy No. XSLG21810897 to EQUITY RESIDENTIAL, effective May 1, 2004 to May 1, 2005. A true and correct copy of that policy is attached hereto as Exhibit "I."
- e) ACE issued Policy No. XSLG22079311 to EQUITY RESIDENTIAL, effective May 1, 2005 to May 1, 2006. A true and correct copy of that policy is attached hereto as Exhibit "J."

- f) ACE issued Policy No. PMIG22904413 to EQUITY RESIDENTIAL effective May 1, 2006 to May 1, 2007. A true and correct copy of that policy is attached hereto as Exhibit "K."

(Collectively, "the Policies.")

32. The Policies define "insured" to include the party designated in the Declarations section of the Policies. In one policy, the Declarations identify Equity Residential Properties Trust as the insured; in the other policies, the Declarations or endorsements identify Equity Residential as the insured.

33. The Policies also identify as insureds organizations newly acquired or formed by the insured, other than a partnership, joint venture or limited liability company, and over which the insured maintains ownership or majority interest. Any coverage afforded to a newly acquired or formed organization applies only if there is no similar insurance available to the newly acquired or formed organization and the insured follows specified notification procedures. Any coverage extended to a newly acquired or formed organization does not apply to "property damage" or "bodily injury" that occurred prior to the formation or acquisition of the organization by the insured.

34. Subject to other terms, conditions, exclusions, and limitations, the Policies provide that ACE will pay the insured for "ultimate net loss" in excess of the retained limit that the insured becomes "legally obligated to pay as damages because of property damage to which the insurance applies." The Policies further provide that the insurance "applies" to property damage only if: (a) the property damage occurs during the policy period, and (b) the property damage is caused by an "occurrence."

35. The Policies define "occurrence" as an "accident, including continuous or repeated exposure to substantially the same general harmful conditions."

36. The Policies define "ultimate net loss" as follows:

“Ultimate net loss” means the total amount which the insured is legally obligated to pay as damages due to an “occurrence” or offense arising out of covered claims or “suits” either by an adjudication or a settlement to which we agree in writing. . . . “Ultimate net loss” does not include any of the expenses incurred by the insured or us in connection with defending the claim or “suit.”

37. The Policies include several conditions, including specific duties to (a) notify ACE in the event of an occurrence, claim, or suit; (b) immediately provide ACE with copies of any demands, notices, summonses, or legal documents received in connection with a claim or suit; (c) authorize ACE to obtain records and other information; (d) provide ACE with a good faith evaluation of any claim for settlement purposes; and (e) assist ACE in the enforcement of any right against any person or organization that might be liable to the insured because of injury or damage for which the insured is seeking insurance coverage.

38. The Policies provide that no person or organization has a right to sue ACE under a policy unless all of the policy’s terms have been fully complied with. The Policies further provide:

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant’s legal representative.

CLAIM HISTORY AND WASHINGTON STATE COVERAGE LITIGATION

39. EQUITY has demanded that ACE pay EQUITY’s defense costs and indemnify EQUITY in the Underlying Lawsuits.

40. On or about May 2, 2008, EQUITY RESIDENTIAL filed a Complaint for Damages and Declaratory Relief against ACE and other insurance companies in the Superior Court of the State of Washington in and for King County, Case No. 08-2-15092-5SEA. A true and correct copy of EQUITY RESIDENTIAL’S Complaint is attached hereto as Exhibit “L.” In

pertinent part, in its Complaint, EQUITY RESIDENTIAL sought a judgment declaring that ACE owes a duty under the Policies to defend and indemnify EQUITY RESIDENTIAL in the Underlying Lawsuits. Citing the law of Washington State, EQUITY RESIDENTIAL also alleged that ACE owes and had breached tort, statutory, and/or regulatory duties of care by failing to respond to EQUITY RESIDENTIAL'S alleged claims within 10 working days and by failing to complete its investigation within 30 days.

41. As of the time that EQUITY RESIDENTIAL filed its Complaint, EQUITY RESIDENTIAL had not submitted to ACE a good faith evaluation of each Underlying Lawsuit for settlement purposes.

42. As of the time that EQUITY RESIDENTIAL filed its Complaint, all of the Underlying Lawsuits remained pending. A final judgment had not entered against EQUITY RESIDENTIAL in any of the Underlying Lawsuits, and there had not been an agreed settlement in any of the Underlying Lawsuits.

43. On or about November 10, 2008, EQUITY RESIDENTIAL amended its Complaint to join as plaintiffs BALATON CONDOMINIUM, LLC, COUNTRY CLUB CONDOMINIUM, LLC, EC TIMBER RIDGE, LLC, and EC STERLING HEIGHTS, LLC. A true and correct copy of EQUITY RESIDENTIAL'S Second Amended Complaint is attached hereto as Exhibit "M."

44. As of the time that EQUITY RESIDENTIAL filed its Second Amended Complaint, neither EQUITY RESIDENTIAL, nor BALATON CONDOMINIUM, LLC, nor COUNTRY CLUB CONDOMINIUM, LLC, nor EC TIMBER RIDGE, LLC, nor EC STERLING HEIGHTS, LLC had submitted to ACE a good faith evaluation of each Underlying Lawsuit for settlement purposes.

45. As of the time that EQUITY RESIDENTIAL filed its Second Amended Complaint, all of the Underlying Lawsuits remained pending. A final judgment had not entered against EQUITY RESIDENTIAL, BALATON CONDOMINIUM, LLC, COUNTRY CLUB CONDOMINIUM, LLC, EC TIMBER RIDGE, LLC, and/or EC STERLING HEIGHTS, LLC in any of the Underlying Lawsuits, and there had not been an agreed settlement in any of the Underlying Lawsuits.

46. On April 11, 2009, the Superior Court for the State of Washington dismissed EQUITY RESIDENTIAL'S Complaint against ACE and the other insurance companies per the doctrine of *forum non conveniens*, finding that Washington State is an inconvenient forum to adjudicate the parties' issues. A true and correct copy of the order of dismissal is attached hereto as Exhibit "N."

47. On April 20, 2009, EQUITY RESIDENTIAL, BALATON CONDOMINIUM, LLC, COUNTRY CLUB CONDOMINIUM, LLC, EC TIMBER RIDGE, LLC, and EC STERLING HEIGHTS, LLC filed a Notice of Appeal.

48. To date, EQUITY has not submitted to ACE a good faith evaluation of each Underlying Lawsuit for settlement purposes.

COUNT I – DECLARATORY JUDGMENT
PARTIES' CONTRACTUAL RIGHTS AND OBLIGATIONS

49. ACE restates, realleges, and incorporates by reference Paragraphs 1 through 48 as though set forth fully herein.

50. ACE requests a judgment determining the parties' respective rights and obligations under the Policies with respect to the Underlying Lawsuits.

WHEREFORE, Plaintiff ACE American Insurance Company asks the Court to enter an order:

- a) Determining the parties' respective rights and obligations under the Policies with respect to the Underlying Lawsuits;
- b) Awarding ACE its attorney's fees and costs; and
- c) Awarding ACE any and all other relief that this Court deems appropriate and just.

COUNT II -- DECLARATORY JUDGMENT
PARTIES' RIGHTS AND OBLIGATIONS RE: CLAIM HANDLING

51. ACE restates, realleges, and incorporates by reference Paragraphs 1 through 50 as though set forth fully herein.

52. ACE requests a judgment determining the parties' respective rights and obligations with respect to ACE's handling of EQUITY's insurance claims relating to the Underlying Lawsuits.

WHEREFORE, Plaintiff ACE American Insurance Company asks the Court to enter an order granting the following relief:

- a) Determining the parties' respective rights and obligations with respect to ACE's handling of EQUITY's insurance claims relating to the Underlying Lawsuits;
- b) Awarding ACE its attorney's fees and costs; and
- c) Awarding ACE any and all other relief that this Court deems appropriate and just.

COUNT III - DECLARATORY JUDGMENT - NO DUTY TO DEFEND

53. ACE restates, realleges, and incorporates by reference Paragraphs 1 through 52 as though set forth fully herein.

54. ACE requests a judgment declaring that the Policies do not require ACE to defend EQUITY in any of the Underlying Lawsuits and that ACE owes no duty to defend EQUITY in any of the Underlying Lawsuits.

55. ACE requests a judgment declaring that EQUITY has failed to satisfy its burden of proving that ACE owes a duty under the Policies to pay the attorneys' fees and/or costs relating to EQUITY's defense against the Underlying Lawsuits.

WHEREFORE, Plaintiff ACE American Insurance Company asks the Court to enter an order:

- a) Declaring that ACE owes no duty to defend any of the defendants against the complaints in any of the Underlying Lawsuits;
- b) Declaring that ACE owes no duty to pay any of the defendants' attorneys' fees and/or defense costs in any of the Underlying Lawsuits;
- c) Awarding ACE its attorney's fees and costs; and
- d) Awarding ACE any and all other relief that this Court deems appropriate and just.

COUNT IV - DECLARATORY JUDGMENT - NO DUTY TO INDEMNIFY

56. ACE restates, realleges, and incorporates by reference Paragraphs 1 through 55 as though set forth fully herein.

57. ACE requests a judgment declaring that ACE owes no duty under the Policies to indemnify EQUITY in any of the Underlying Lawsuits. The reasons that ACE owes no duty to indemnify EQUITY in the Underlying Lawsuits include, without limitation, the following:

- a) EQUITY cannot establish that it is an insured under one or more of the Policies;
- b) EQUITY cannot establish that there has been an ultimate net loss in excess of the applicable retained limit(s) in any Underlying Lawsuit;
- c) EQUITY cannot establish that that it has become legally obligated to pay damages in any Underlying Lawsuit because of property damage to which the Policies apply;
- d) EQUITY cannot establish that it has become legally obligated to pay damages in any Underlying Lawsuit because of property

damage that occurred during the Policies' respective policy periods;

- e) EQUITY cannot establish that it has become legally obligated to pay damages in any Underlying Lawsuit because of property damage that was caused by an occurrence;
- f) EQUITY cannot establish that any of the Policies' insuring agreements applies in any Underlying Lawsuit;
- g) Certain exclusions in the Policies bar coverage; and
- h) EQUITY cannot establish that it has satisfied all conditions precedent to coverage.

WHEREFORE, Plaintiff ACE American Insurance Company asks the Court to enter an order granting the following relief:

- a) Declaring that ACE owes no duty to indemnify any of the defendants for damages or losses in any Underlying Lawsuit;
- b) Awarding ACE its attorney's fees and costs; and
- c) Awarding ACE any and all other relief that this Court deems appropriate and just.

COUNT V - DECLARATORY JUDGMENT - NO CLAIM HANDLING LIABILITY

58. ACE restates, realleges, and incorporates by reference Paragraphs 1 through 57 as thought set forth fully herein.

59. ACE requests a judgment declaring that ACE neither owes nor has breached any duty of care to EQUITY arising out of ACE's handling of EQUITY's insurance claims relating to the Underlying Lawsuits.

WHEREFORE, Plaintiff ACE American Insurance Company asks the Court to enter an order granting the following relief:

- a) Declaring that ACE neither owes nor has breached any duty of care to EQUITY arising out of ACE's handling of EQUITY's insurance claims relating to the Underlying Lawsuits;
- b) Awarding ACE its attorney's fees and costs; and

- c) Awarding ACE any and all other relief that this Court deems appropriate and just.

COUNT VI – BREACH OF CONTRACT

60. ACE restates, realleges, and incorporates by reference Paragraphs 1 through 59 as thought set forth fully herein.

61. EQUITY breached one or more of the insurance policies that ACE issued to EQUITY RESIDENTIAL PROPERTIES TRUST and/or EQUITY RESIDENTIAL.

62. EQUITY's breaches include, without limitation, the following: Defendants EQUITY RESIDENTIAL, BALATON CONDOMINIUM, LLC, COUNTRY CLUB CONDOMINIUM, LLC, EC TIMBER RIDGE, LLC, and/or EC STERLING HEIGHTS, LLC commenced litigation against ACE in Washington State (a) before all of the insurance policies' terms had been fully complied with, (b) before a final judgment had entered against an insured in the Underlying Lawsuits, and/or (c) before an agreed settlement had been reached in the Underlying Lawsuits.

63. As a direct and proximate result of EQUITY's breaches of contract, ACE has sustained damages and is continuing to sustain damages, in an amount to be proven at the time of trial. Those damages include, without limitation, the attorneys' fees and costs that ACE has incurred and is continuing to incur as a direct and proximate result of the litigation that Defendants EQUITY RESIDENTIAL, BALATON CONDOMINIUM, LLC, COUNTRY CLUB CONDOMINIUM, LLC, EC TIMBER RIDGE, LLC, and EC STERLING HEIGHTS, LLC commenced against ACE in Washington State.

WHEREFORE, Plaintiff ACE American Insurance Company asks the Court to enter an order granting the following relief:

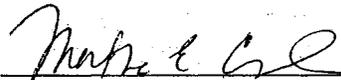
- a) Declaring that EQUITY breached one or more of the insurance policies that ACE issued to EQUITY RESIDENTIAL PROPERTIES TRUST and/or EQUITY RESIDENTIAL;
- b) Declaring that EQUITY's breach proximately caused damages to ACE;
- c) Awarding ACE its attorney's fees and costs; and
- d) Awarding ACE any and all other relief that this Court deems appropriate and just.

DATED: July 7, 2009

Respectfully submitted,

ACE American Insurance Company

By:



One of Its Attorneys

Martha E. Conlin

Cozen O'Connor (32782)

222 S Riverside Plaza, Suite 1500

Chicago, IL 60606

312.382.3100

mconlin@cozen.com

Thomas M. Jones

Robert A. Meyers

Cozen O'Connor

1201 Third Avenue, Suite 5200

Seattle, WA 98101

206.373.7246

IN THE
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ACE AMERICAN INSURANCE COMPANY,
A FOREIGN CORPORATION

Plaintiff/Petitioner

vs.
EQUITY RESIDENTIAL; ET. AL.

Defendant/Respondent

Hearing Date:

CAUSE NO:
09CH22194

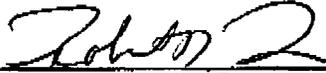
AFFIDAVIT OF SERVICE OF:
SEE ATTACHMENT A

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the **17th day of July, 2009, at 10:55 AM**, at the address of **C/O DAVID NEITHERCUT, 2 N RIVERSIDE SUITE 450, CHICAGO, Cook County, IL 60606**; this affiant served the above described documents upon **EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORPORATION**, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with **CHRIS CLARK, OFFICER SUPERVISOR, A black male approx. 30-35 years of age 5'8"-5'10" in height weighing 160-180 lbs with black hair.**

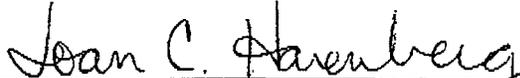
No Information was provided or discovered that indicates that the subjects served are members of the U.S. military.

DATED this **17th day of July, 2009.**



Robert D Fairbanks, Reg. # 117-001119, IL

SUBSCRIBED AND SWORN to before me this 17th day of July, 2009



NOTARY PUBLIC in and for the State of Illinois
Residing at: _____
My Commission Expires: _____



FOR: Cozen & O'Connor
REF: 216137

ORIGINAL PROOF OF
SERVICE

Tracking #: 5919978 SEA



IN THE
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ACE AMERICAN INSURANCE COMPANY,
A FOREIGN CORPORATION

Plaintiff/Petitioner

vs.
EQUITY RESIDENTIAL; ET. AL.

Defendant/Respondent

Hearing Date:

CAUSE NO:
09CH22104

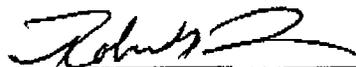
AFFIDAVIT OF SERVICE OF:
SEE ATTACHMENT A

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the 17th day of July, 2009, at 10:55 AM, at the address of C/O DAVID NEITHERCUT, 2 N RIVERSIDE SUITE 450, CHICAGO, Cook County, IL 60606; this affiant served the above described documents upon EQUITY RESIDENTIAL, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with CHRIS CLARK, OFFICE SUPERVISOR, A black male approx. 30-35 years of age 5'8"-5'10" in height weighing 160-180 lbs with black hair.

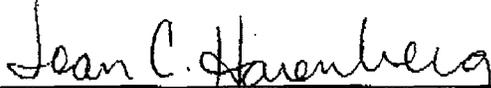
No information was provided or discovered that indicates that the subjects served are members of the U.S. military.

DATED this 17th day of July, 2009.

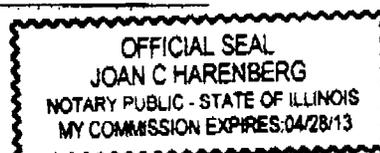


Robert D Fairbanks, Reg. # 117-001119, IL

SUBSCRIBED AND SWORN to before me this 17th day of July, 2009



NOTARY PUBLIC in and for the State of Illinois
Residing at: _____
My Commission Expires: _____



FOR: Cozen & O'Connor
REF: 216137

ORIGINAL PROOF OF
SERVICE

Tracking #: 5920019 SEA



IN THE
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ACE AMERICAN INSURANCE COMPANY,
A FOREIGN CORPORATION

Plaintiff/Petitioner

vs.
EQUITY RESIDENTIAL; ET. AL.

Defendant/Respondent

Hearing Date:

CAUSE NO:
09CH22194

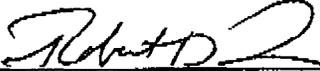
AFFIDAVIT OF SERVICE OF:
SEE ATTACHMENT A

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the **17th day of July, 2009, at 10:55 AM**, at the address of **C/O DAVID NEITHERCUT, 2 N RIVERSIDE SUITE 450, CHICAGO, Cook County, IL 60606**; this affiant served the above described documents upon **ERP HOLDING COMPANY, INC.**, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with **CHRIS CLARK, OFFICE SUPERVISOR, A black male approx. 30-35 years of age 5'8"-5'10" in height weighing 160-180 lbs with black hair.**

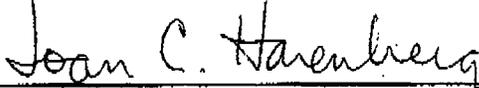
No information was provided or discovered that indicates that the subjects served are members of the U.S. military.

DATED this **17th day of July, 2009.**



Robert D Fairbanks, Reg. # 117-001119, IL

SUBSCRIBED AND SWORN to before me this 17th day of July, 2009



NOTARY PUBLIC in and for the State of Illinois
Residing at: _____
My Commission Expires: _____



FOR: Cozen & O'Connor
REF: 216137

ORIGINAL PROOF OF
SERVICE

Tracking #: 5920020 SEA



IN THE
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ACE AMERICAN INSURANCE COMPANY,
A FOREIGN CORPORATION

Plaintiff/Petitioner

vs.
EQUITY RESIDENTIAL; ET. AL.

Defendant/Respondent

Hearing Date:

CAUSE NO:
09CH22194

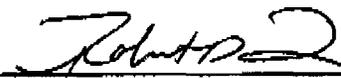
AFFIDAVIT OF SERVICE OF:
SEE ATTACHMENT A

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the **17th day of July, 2009, at 10:55 AM**, at the address of **C/O DAVID NEITHERCUT, 2 N RIVERSIDE SUITE 450, CHICAGO, Cook County, IL 60606**; this affiant served the above described documents upon **ERP-OPERATING LIMITED PARTNERSHIP**, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with **CHRIS CLARK, OFFICE SUPERVISOR, A black male approx. 30-35 years of age 5'8"-5'10" in height weighing 160-180 lbs with black hair.**

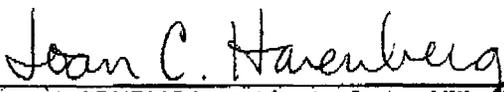
No information was provided or discovered that indicates that the subjects served are members of the U.S. military.

DATED this **17th day of July, 2009.**

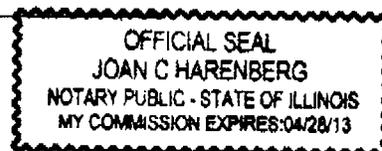


Robert D Fairbanks, Reg. # 117-001119, IL

SUBSCRIBED AND SWORN to before me this 17th day of July, 2009



NOTARY PUBLIC in and for the State of Illinois
Residing at: _____
My Commission Expires: _____



FOR: Cozen & O'Connor
REF: 216137

ORIGINAL PROOF OF
SERVICE

Tracking #: 5920021 SEA



IN THE
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ACE AMERICAN INSURANCE COMPANY,
A FOREIGN CORPORATION

Plaintiff/Petitioner

vs.
EQUITY RESIDENTIAL; ET. AL.

Defendant/Respondent

Hearing Date:

CAUSE NO:
09CH22194

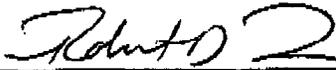
AFFIDAVIT OF SERVICE OF:
SEE ATTACHMENT A

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the 17th day of July, 2009, at 10:55 AM, at the address of C/O DAVID NEITHERCUT, 2 N RIVERSIDE SUITE 450, CHICAGO, Cook County, IL 60606; this affiant served the above described documents upon EQUITY RESIDENTIAL PROPERTIES TRUST, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with CHRIS CLARK, OFFICE SUPERVISOR, A black male approx. 30-35 years of age 5'8"-5'10" in height weighing 160-180 lbs with black hair.

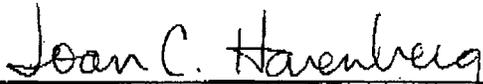
No information was provided or discovered that indicates that the subjects served are members of the U.S. military.

DATED this 17th day of July, 2009.

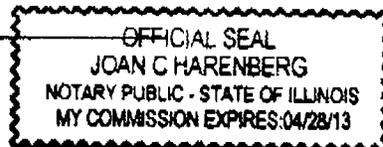


Robert D Fairbanks, Reg. # 117-001119, IL

SUBSCRIBED AND SWORN to before me this 17th day of July, 2009



NOTARY PUBLIC in and for the State of Illinois
Residing at: _____
My Commission Expires: _____



FOR: Cozen & O'Connor
REF: 216137

ORIGINAL PROOF OF
SERVICE

Tracking #: 5920018 SEA



IN THE
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ACE AMERICAN INSURANCE COMPANY,
A FOREIGN CORPORATION

Plaintiff/Petitioner

vs.
EQUITY RESIDENTIAL, ET. AL.

Defendant/Respondent

Hearing Date:

CAUSE NO:
09CH22194

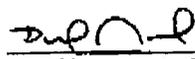
AFFIDAVIT OF SERVICE OF:
SEE ATTACHMENT A

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

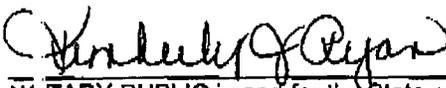
On the 13th day of July, 2009, at 3:35 PM, at the address of C/O THE CORPORATION TRUST COMPANY CORP TRUST CEN, 1209 ORANGE Street, WILMINGTON, New Castle County, DE 19801; this affiant served the above described documents upon EC TIMBER RIDGE, LLC, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with Scott LaScala, REGISTERED AGENT, White, Male, Age 40's, 5'10", 170 lbs, brown hair.

No information was provided or discovered that indicates that the subjects served are members of the U.S. military.

DATED this 24th day of July, 2009.


Daniel Newcomb, Reg. # No #s in DE, New Castle, DE

DESCRIBED AND SWORN to before me this 24th day of July, 2009


NOTARY PUBLIC in and for the State of Delaware
Residing at: Wilmington DE
My Commission Expires: 6/15/12



FCR: Cozen & O'Connor
REF: 216137

ORIGINAL PROOF OF
SERVICE

Tracking #: 5920025 SEA



KIMBERLY J. RYAN
NOTARY PUBLIC-DELAWARE
My Commission Expires June 15, 2012

IN THE
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ACE AMERICAN INSURANCE COMPANY,
A FOREIGN CORPORATION

Plaintiff/Petitioner

vs.
EQUITY RESIDENTIAL; ET. AL.

Defendant/Respondent

Hearing Date:

CAUSE NO:
09CH22194

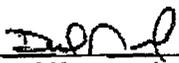
AFFIDAVIT OF SERVICE OF:
SEE ATTACHMENT A

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

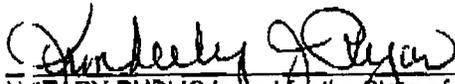
On the 13th day of July, 2009, at 3:35 PM, at the address of C/O THE CORPORATION TRUST COMPANY CORP TRUST CEN, 1209 ORANGE Street, WILMINGTON, New Castle County, DE 19801; this affiant served the above described documents upon BALATON CONDOMINIUM, LLC, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with Scott LaScala, REGISTERED AGENT, White, Male, Age 40's, 5'10", 170 lbs, brown hair.

No information was provided or discovered that indicates that the subjects served are members of the U.S. military.

DATED this 24th day of July, 2009.


Daniel Newcomb, Reg. # No #s in DE, New Castle, DE

SUBSCRIBED AND SWORN to before me this 24th day of July, 2009


NOTARY PUBLIC in and for the State of Delaware
Residing at: Wilmington, DE
My Commission Expires: 6/15/12



FOR: Cozen & O'Connor
RIF: 216137

ORIGINAL PROOF OF
SERVICE

Tracking #: 5920023 SEA



KIMBERLY J. RYAN
NOTARY PUBLIC-DELAWARE
My Commission Expires June 15, 2012.

IN THE
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ACE AMERICAN INSURANCE COMPANY,
A FOREIGN CORPORATION

Plaintiff/Petitioner

vs.
EQUITY RESIDENTIAL; ET. AL.

Defendant/Respondent

Hearing Date:

CAUSE NO:
09CH22194

AFFIDAVIT OF SERVICE OF:
SEE ATTACHMENT A

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the 13th day of July, 2009, at 3:35 PM, at the address of C/O THE CORPORATION TRUST COMPANY CORP TRUST GEN, 1209 ORANGE Street, WILMINGTON, New Castle County, DE 19801; this affiant served the above described documents upon COUNTRY CLUB CONDOMINIUM, LLC, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with Scott LaScala, REGISTERED AGENT, White, Male, Age 40's, 5'10", 170 lbs, brown hair.

No information was provided or discovered that indicates that the subjects served are members of the U. S. military.

DATED this 24th day of July, 2009.

Daniel Newcomb

Daniel Newcomb, Reg. # No #s in DE, New Castle, DE

SUBSCRIBED AND SWORN to before me this 24th day of July, 2009

Kimberly J. Ryan

NOTARY PUBLIC in and for the State of Delaware

Residing at: Wilmington DE
My Commission Expires: 6/15/12



FOR: Cozen & O'Connor
REF: 216137

ORIGINAL PROOF OF
SERVICE

Tracking #: 5920024 SEA



KIMBERLY J. RYAN
NOTARY PUBLIC-DELAWARE
My Commission Expires June 15, 2012

IN THE
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ACE AMERICAN INSURANCE COMPANY,
FOREIGN CORPORATION

Plaintiff/Petitioner

3.
QUITY RESIDENTIAL; ET. AL.

Defendant/Respondent

Hearing Date:

CAUSE NO:
09CH22194

AFFIDAVIT OF SERVICE OF:
SEE ATTACHMENT A

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

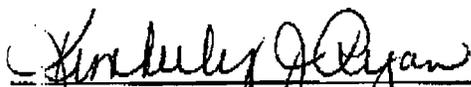
On the 13th day of July, 2009, at 3:35 PM, at the address of C/O THE CORPORATION TRUST COMPANY CORP TRUST CEN, 1209 ORANGE Street, WILMINGTON, New Castle County, DE 19801; this affiant served the above described documents upon EC STERLING HEIGHTS, LLC, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with Scott LaScala, REGISTERED AGENT, White, Male, Age 40's, 5'10", 170 lbs, brown hair.

No information was provided or discovered that indicates that the subjects served are members of the U. S. military.

D/ TED this 24th day of July, 2009.


Daniel Newcomb, Reg. # No #s in DE, New Castle, DE

SUBSCRIBED AND SWORN to before me this 24th day of July, 2009


NOTARY PUBLIC in and for the State of Delaware
Residing at: Wilmington, DE
My Commission Expires: 6/15/12



FCR: Cozen & O'Connor
REF: 216137

ORIGINAL PROOF OF
SERVICE

Tracking #: 5920022 SEA



KIMBERLY J. RYAN
NOTARY PUBLIC-DELAWARE
My Commission Expires June 15, 2012