

NO. 67832-9-1

89331-4

COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

FILED
COURT OF APPEALS
DIVISION ONE
SEP 18 2013

THE OHIO CASUALTY INSURANCE COMPANY,

Appellant,

v.

TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS.

Respondent.

DECLARATION OF MARK RICHARDS

Brent W. Beecher
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FILED
SEP 27 2013
CLERK OF THE SUPREME COURT
STATE OF WASHINGTON
E CRF

1. My name is Mark Richards and I am a Senior Claim Specialist for the Kemper Corporation, the parent company of Trinity Universal Insurance Company of Kansas ("Trinity"). I am responsible for adjusting the claim brought against Millennium Building Company ("Millennium"). I make this declaration from personal knowledge.

2. Attached as Exhibit A to this declaration is a true and correct copy of an endorsement that was part to the policy of liability insurance issued by Trinity under which Trinity defended and indemnified Millennium in this case.

I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

SIGNED IN Portland, this 13th day of September 2013.

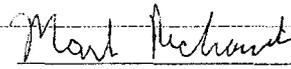

Mark Richards

Exhibit A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced with the following:

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, if the insured has waived those rights to recover through a written contract or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right to recovery we may have under this Coverage form.