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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Jean Hoefer Toal, Circuit Court Judge

Case No. 2020-CP-40-02098

Appellate Case No. 2024-000674

Covil Corporation, by and through its duly appointed Receiver, Peter D. Protopapas, Respondent,

v.

Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and South Carolina Property and Casualty Insurance Guaranty Association..... Defendants,

Of which Pennsylvania National Mutual Casualty Insurance Company is the .....Appellant.

RECORD ON APPEAL
VOLUME 27

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South Carolina Rules of Civil Procedure

Part V. Depositions and Discovery

Court Rule 30

(e) Submission to Witness; Changes; Signing. When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign require rejection of the deposition in whole or in part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE STATE RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas,

Plaintiff,

v.

Pennsylvania National Mutual Casualty Insurance Company, Sam J. Crain & Co., Inc.; and South Carolina Property and Casualty Insurance Guaranty Association,

Defendants.

Case Number: 2020-CP-40-02098

NOTICE OF DEPOSITION OF SHARLA FROST

PLEASE TAKE NOTICE that beginning at 10:00 a.m. EST on November 9, 2022, counsel for Defendants in the above-entitled action, will take the deposition of Sharla Frost upon oral examination before a notary public or some other officer authorized to administer oaths pursuant to Rule 30 of the South Carolina Rules of Civil Procedure. The deposition will be take place before a Notary Public or other officer duly authorized to administer oaths in order to permit remote access for parties wishing to participate in the deposition via Zoom, the internet or telephone.

The deposition is taken for the purpose of discovery or for use as evidence in this action, or for both purposes, and may be videotaped. You are invited to attend and participate according to law.

EXHIBIT
1

This the 28th day of October, 2022.

GOLDBERG SEGALLA LLP

/s/ Alexander E. Davis
David L. Brown (N.C. State Bar No: 18942)
David G. Harris II (S.C. State Bar No. 101951)
Alexander E. Davis (S.C. State Bar No. 100061)
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Attorneys for Defendant Pennsylvania National Mutual Casualty Insurance Co.

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that a copy of the foregoing **NOTICE OF DEPOSITION OF SHARLA FROST** was served upon all counsel of record via electronic mail and addressed as follows:

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This the 28th day of October, 2022.

GOLDBERG SEGALLA LLP

/s/ Alexander E. Davis
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Attorneys for Defendant Pennsylvania National Mutual Casualty Insurance Co.

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF RICHLAND

Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas, Plaintiff

v.

Pennsylvania National Mutual Casualty Insurance Co., et al., Defendant

SUBPOENA IN A CIVIL CASE

Case Number: 2020-CP-40-02098

Pending in RICHLAND County

TO: SHARLA FROST

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME _____, _____

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Deposition to be conducted via Zoom or other videoconference method before a Notary Public or other officer duly authorized to administer oaths	November 9, 2022 10:00 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

Produce your complete file relating to this matter, including any and all communications you have had with respect to this matter.

PLACE	DATE AND TIME
Goldberg Segalla LLP, 701 Green Valley Rd., Suite 310, Greensboro, NC 27408 aedavis@goldbergsegalla.com	November 7, 2022 5:00 p.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
	_____, _____

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

/s/ Alexander E. Davis	10/28/2022	Alexander E. Davis
Attorney/Issuing Officer's Signature Indicate if Attorney for Plaintiff or Defendant Attorney's Address and Telephone Number :	Date	Print Name

Clerk of Court/Issuing Officer's Signature Pro Se Litigant's Name, Address and Telephone Number :	Date	Print Name

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on pages 2 and 3)

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL
	PLACE	☐YES ☐ NO AMOUNT $
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on_____

_____
SIGNATURE OF SERVER

_____
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on pages 2 and 3)

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A)A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas, Plaintiff, Vs. Pennsylvania National Mutual Casualty Insurance Co.; Sam J. Crain & Co., Inc.; and South Carolina Property and Casualty Insurance Guaranty Association, Defendants.	Case Number: 2020-CP-40-02098 **RECEIVER FOR COVIL CORPORATION'S FACT AND EXPERT DISCLOSURES**

TO: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE CO., THROUGH ITS COUNSEL OF RECORD

COMES NOW Peter Protopapas, as Court Appointed Receiver for Covil Corporation (the "Receiver"), by and through his counsel of record, and serves his initial fact and expert witness designations pursuant to the South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket and hereby supplements his November 12, 2021 response to Penn National's Interrogatory Number 7.

The Receiver hereby incorporates into this listing, as if fully reproduced herein, any and all expert and/or lay witnesses who may be listed by any other party. The Receiver further reserves the right to supplement this witness list and to call any witness necessary to authenticate documents or exhibits and/or for rebuttal. The Receiver further reserves the right to use any depositions noticed in this case in accordance with the provisions governing the use of depositions contained in the South Carolina Rules of Civil Procedure and the applicable rules of evidence. The Receiver reserves the right to call as a witness any person deposed in the above-captioned case. The Receiver

EXHIBIT
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reserves the right to name additional witnesses, based upon further evaluation of the information gathered through the discovery process.

FACT WITNESSES:

1. **Peter D. Protopapas, Receiver for Covil Corporation**
   Rikard & Protopapas, LLC
   2110 N. Beltline Blvd.
   Columbia, SC 29204

   Peter D. Protopapas is the Court-appointed receiver of Covil Corporation and can testify as to Penn National's handling of claims for coverage asserted by Covil. Covil is in possession of an affidavit from Mr. Protopapas. Mr. Protopapas's deposition was taken in *Zurich v. Covil* (Case Number 1-18-cv-932), in the USDC Middle District, North Carolina, and in *Finch et al. v, USFG et al.* (Case Number 2019-CP-42-3003), in Richland County, South Carolina.

2. **Brian Flatley**
   Ellis & Winters LLP
   4131 Parklake Avenue, Suite 400
   Raleigh, NC 27612

   Brian Flatley is Litigation Support Manager at Ellis & Winters. He consults with firm attorneys and clients on the proper methods of data preservation, collection, processing, production, and review. Mr. Flatley can testify as to Ellis & Winters' court-ordered investigation into the existence and storage of Penn National's legacy liability policy documents and the options provided to the court for additional document review.

   Upon information and belief, no written or recorded statements have been taken from this witness to date.

3. **Brett Reifsnyder**
   Penn National

   Brett Reifsnyder, Penn National's Director of Administrative Services, can testify as to the search of Penn National's records for insurance policies that were issued to or that otherwise cover Covil, the Company's document retention policy and application thereof, and Penn National's destruction of legacy insurance policies.

   Mr. Reifsnyder has given testimony in the instant matter.

4. **Boyd Wright**
   Penn National

   Boyd Wright, Penn National's Senior Home Office Claim Examiner, can testify as to the search of Penn National's records for insurance policies that were issued to or that otherwise cover Covil, Penn National's handling of claims for coverage asserted by Covil, and Penn National's interpretation of the insurance policies it issued to or that otherwise cover Covil.

   Mr. Wright has given testimony in the instant matter.

5. **Scott Maier**
   Penn National

   Scott Maier, Penn National's Senior Corporate Counsel, can testify as to Penn National's litigation hold policies and his issuance of a litigation hold related to Covil Corporation in December 2021.

   Upon information and belief, no written or recorded statements have been taken from this witness to date.

EXPERT WITNESSES:

1. **Sharla Frost**
   Sharla J. Frost
   6336 Rutgers Avenue
   Houston, TX 77005

   Sharla Frost is a seasoned asbestos trial lawyer, with over three decades of trial practice. In the asbestos context, she has successfully defended a succession of manufacturers of asbestos containing products in numerous cases since 1989, including having obtained nine defense verdicts in asbestos personal injury cases in Texas, Kentucky, Georgia and California between 2001 and 2017, including three cases involving living mesothelioma claimants. Her clients have ranged from insulation manufacturing defendants such as Johns-Manville and Turner & Newell to small property owners such as a Ford dealership in Washington State. She has extensive experience in all aspects of asbestos case management, including case strategy, settlement negotiations, trial strategy, trial presentation, post-trial analysis, and docket oversight. She has served as National Coordinating Counsel for a major defendant in asbestos litigation; has participated as a member of the National Trial Team for several defendants; and has evaluated both trial prospects and verdict risks for asbestos lawsuits on behalf of defendants in venues throughout the United States. Ms. Frost will testify as to the standard for management of asbestos litigation in the historical context of the litigation; the knowledge of insurance companies with regard to the scope of the litigation and the requirement to maintain

historical records for policyholders; and the importance of maintenance of historical records for a defendant in asbestos personal injury litigation.

2. **Dan Regard**
   iDiscovery Solutions
   3000 K Street NW, Suite 330
   Washington, DC 20007

   Dan Regard, founder and CEO of iDiscovery Solutions, is an electronic discovery and computer science consultant with 25 years' experience in consulting to legal and corporate entities. A programmer and an attorney by training, Mr. Regard has conducted system investigations, created data collections, and managed discovery on over a thousand matters. He is responsible for the development and implementation of case and matter strategies that leverage technology in litigation and investigations. Mr. Regard has both national and international experience advising on such issues as electronic discovery, computer forensics, structured data, and information management. He is a frequent speaker, teacher, and publisher on issues of electronic discovery. Mr. Regard will testify as to customs and practices regarding corporate document retention and destruction programs and procedures, Penn National's document retention policies, and Penn National's destruction of legacy occurrence policies.

3. **Charles Miller**
   Insurance Law Center
   1442A Walnut St. #55
   Berkeley, CA 94709

   Charles Miller, an expert in insurance industry standards and practices, was employed by Fireman's Fund Insurance Company for eighteen years in insurance claims. Mr. Miller has held several insurance claims positions, including senior adjuster, branch office general adjuster and claims manager. Mr. Miller also managed an asbestos claims facility and a nationwide major claims unit. Mr. Miller has practiced insurance law since 1990. He has extensive experience with the interpretation and application of third party insurance policy forms. Mr. Miller will testify regarding insurance industry claims practices and standards and insurance industry standards for the interpretation and application of insurance policies. Mr. Miller will testify regarding the history, derivation, intent, and purpose of the general liability and products/completed operations provisions of commercial general liability policies and the distinctions between general liability coverage and products/completed operations coverage. Mr. Miller will also testify regarding insurance industry standards for the timely and thorough search for insurance policies.

In addition, the Receiver for Covil Corporation reserves the right to call any of the following individuals and/or entities:

1. **Penn National through its corporate representative(s) in this matter.**
2. **Penn National through its corporate representative(s) in prior deposition testimony offered in other matters.**
3. **All witnesses listed by Penn National.**
4. **All witnesses listed in the Receiver's Answers to Interrogatories and any and all supplements or amendments thereto.**
5. **All witnesses deposed in this case.**
6. **All witnesses identified in any deposition taken in this case.**
7. **Any and all records custodians, or other witnesses necessary to authenticate any document the Receiver seeks to admit at trial, live or by deposition upon written questions.**
8. **Any witness necessary for rebuttal.**

Dated: September 12, 2022

Respectfully submitted,

s/ Jescelyn T. Spitz
Jescelyn T. Spitz
Rikard & Protopapas, LLC
2110 N. Beltline Blvd.
Columbia, SC 29204
803.978.6111
bb@rplegalgroup.com

AND

G. Murrell Smith, Jr. (S.C. Bar No. 66263)
Jonathan M. Robinson (S.C. Bar No. 68285)
Smith Robinson
2530 Devine Street, 3rd Floor
Columbia, SC 29205
Phone: (803) 254-5445

Counsel for the Receiver

From: Nes, W. Brad
Sent: Sunday, November 06, 2022 6:53 PM
To: Sharla Frost
Cc: Patterson, Nancy L.; McCulloch Semlinger, Lauren A.
Subject: Confidentiality Agreement
Attachments: Stipulated Confidentiality Agreement 03.08.2022, 1.pdf

W. Brad Nes
Morgan, Lewis & Bockius LLP
1717 Main Street, Suite 3200 | Dallas, TX 75201-7347
Direct: +1.214.466.4116 | Main: +1.214.466.4000 | Fax: +1.214.466.4001
brad.nes@morganlewis.com | www.morganlewis.com
Assistant: Joyce E. Burroughs | +1.202.739.5703 | joyce.burroughs@morganlewis.com

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
Case Number: 2020-CP-40-02098

Covil Corporation, by and through its duly appointed receiver Peter D. Protopapas,

Plaintiff,

v.

Pennsylvania National Mutual Casualty Insurance Co.; Sam J. Crain & Co., Inc.; and South Carolina Property & Casualty Insurance Guaranty Association,

Defendants.

STIPULATED CONFIDENTIALITY AGREEMENT

This Stipulated Confidentiality Agreement is entered between Pennsylvania National Mutual Casualty Insurance Company ("Penn National") and Covil Corporation, by and through its duly appointed receiver Peter D. Protopapas ("Receiver"). Penn National and the Receiver are sometimes referred to herein as "Parties".

WHEREAS, in the action styled "*Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas, v. Pennsylvania National Mutual Casualty Insurance Co., et al.*", Case Number 2020-CP-40-02098 (the "Litigation"), the Receiver sought discovery of any document retention and litigation hold policies of Penn National;

WHEREAS, Penn National is in possession of certain documents responsive to the Receiver's request which Penn National alleges are non-public, confidential, and proprietary internal policy and procedure documents of Penn National;

WHEREAS the term "Confidential Material" as used in this Confidentiality Agreement means documents and materials obtained by the Parties to this action by virtue of their status as

a party to this action, including, but not limited to, information gathered during discovery in this action, that have been designated confidential pursuant to this Agreement. A party or non-party may designate as "Confidential Material," subject to subsequent challenge, any documents or materials that it reasonably and in good faith believes to contain non-public, confidential, or proprietary commercial, business, financial, or personal information, including, but not limited to, internal policy and procedure documents of Penn National, or any testimony or discovery responses containing any information contained therein; and

WHEREAS, the Parties seek to engage in a fully and fair exchange of documents and information, including the Confidential Material, in a manner that preserves the non-public, confidential, and proprietary nature of the documents and information and without the potential for harm to the Parties from such exchange.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED TO:

1. The Confidential Material will be produced to counsel for the Receiver, who may only disclose the Confidential Material or any information contained therein to:

   a. Parties to this action and the officers, directors, in-house counsel and their staff, and employees of the Parties who are directly participating in the prosecution or defense of the Litigation (including but not limited to any mediation, arbitration or other settlement process or appeal) or otherwise have a need to know of the Confidential Material and/or any information contained therein for purposes of the Litigation, as well as reinsurers and reinsurance intermediaries of the Parties; federal, state, local governmental agencies and regulators, and copy and web hosting services utilized by the Parties;

   b. Law firms of record for, or retained by, the Parties to this action and such firms' attorneys and office staff;

   c. Consulting and testifying experts or other consultants retained to assist outside counsel of record for the purpose of assisting in the preparation for trial of the Litigation;

   d. Witnesses at depositions or trial, to the extent necessary for preparation and prosecution of the Litigation; and

e. Judges, court personnel and mediators who are involved in this litigation, pursuant to the provisions of Paragraph 7.

2. Designation of material as "Confidential Material" shall be made as follows:

a. In the case of documents or material furnished by the designating party, by writing, typing, or stamping "Confidential Material" on the face of the document. At the time of the production, the designating party must provide the purported basis of the confidentiality designation on a document-by-document basis.

b. In the case of documents or material furnished by another party to this action or a non-party, a party may give notice in writing to counsel of record for all Parties within fourteen days of receipt of the information and designate specific documents or material as "Confidential Material," in which event all counsel shall appropriately mark their copies of the documents and material.

c. In the case of documents or material furnished by a witness, a party or a non-party may give notice in writing to the court reporter and counsel of record for all Parties within fourteen days of receipt of the information and designate specific documents as "Confidential Material," in which event all counsel shall appropriately mark their copies of the documents and material.

d. In the case of questions at a deposition containing information believed to contain "Confidential Material" or "Confidential Material" or any information contained therein being incorporated into a transcript of a hearing, deposition, or other proceeding, by designating the question asked or the testimony given or statement made during the proceeding, at the time asked and/or given or made, as "Confidential Material," in which event the designating party should instruct the

court reporter to bind the designated material in a separate volume marked with the appropriate designation (if the confidential portion of a transcript cannot be conveniently segregated, then the entire transcript or pleading shall be deemed confidential). The Confidential Material and all information contained therein shall be used solely for the purposes of the Litigation, and shall not be disclosed to any person or entity, except in accordance with the terms hereof.

3. This Confidentiality Agreement is not intended to and does not waive the right of the Parties to challenge the purported confidentiality designation either through agreement or through petition for an order of the Court in the Litigation.

4. Neither the Confidential Material, nor any information contained therein, shall be disclosed or disseminated, directly or indirectly, to any third party that is not a party to this Confidentiality Agreement except in accordance with the terms hereof.

5. The persons described in subparagraphs "a" through "d" of Paragraph 1 above shall have access to the Confidential Material and any information contained therein only after they have been informed of the provisions of this Confidentiality Agreement and have agreed to be bound to this Confidentiality Agreement by signing a copy of the attached "Acknowledgement". Upon signing such an Acknowledgement, a copy of the same shall be maintained by counsel. Signature of counsel of record shall be binding for all employees of counsel's respective firms and the parties they represent. The persons described in subparagraph "e" of Paragraph 1 above shall have access to the Confidential Material and any information contained therein only in conformance with the provisions of Paragraph 7.

6. Any person who receives the Confidential Material or any information contained therein under this Confidentiality Agreement shall maintain such information in a secure and safe area and shall exercise due and proper care in the storage, custody, use, and/or dissemination of such information.

7. Persons receiving the Confidential Material or any information contained therein are prohibited and enjoined from disclosing it to any other persons, except in conformance with this Confidentiality Agreement.

8. Unless the prior written consent of the party designating the material as "CONFIDENTIAL MATERIAL" is obtained, the Confidential Material shall be marked as "CONFIDENTIAL MATERIAL" and may only be filed with the Court under seal, if and when filing may become appropriate.

9. The Confidential Material and any information contained therein be used only for purposes of the Litigation, its prosecution, settlement and defense, including all appeals, and shall not be used for any other purpose.

10. Within thirty (30) days of the completion of the Litigation (which shall be the earlier of the date upon which judgment becomes final after all appeals have been exhausted or the date on which the action is terminated by stipulation of dismissal), the Receiver shall destroy all copies of the Confidential Material and all copies of any other documents that may contain the information contained within the Confidential Material, and counsel for the Receiver shall prepare and serve on counsel for Penn National a written certification of compliance with this provision; provided, however, that nothing in this provision shall require the destruction of attorney work product.

11. Entry of the Parties into this Confidentiality Agreement is not intended to and does not waive the right of the Parties to question the competency, relevancy, materiality, privilege, or otherwise object to the introduction of the Confidential Material or any information contained therein in any proceeding or trial of this action.

12. This Confidentiality Agreement may only be modified by written agreement of the Parties or by order of the Court in the Litigation.

13. The Court shall maintain continuing jurisdiction to enforce, modify, or dissolve this Confidentiality Agreement.

14. Copies of signatures shall be treated and deemed as if they were original signatures.

WE SO STIPULATE:

_____ _____

David G. Harris, II Date
Brady A. Yntema
Goldberg Segalla LLP
701 Green Valley Road, Suite 310
Greensboro, NC 27408
dharris@goldbergsegalla.com
byntema@goldbersegalla.com
Counsel for Pennsylvania National Mutual Casualty Insurance Company

WE SO STIPULATE:

_____ 3-8-2022

G. Murrell Smith, Jr. Date
Jonathan M. Robinson
Smith Robinson Holler DuBose and Morgan, LLC
2530 Devine Street, 3rd Floor
Columbia, SC 29205

Counsel for the Receiver for Covil Corporation

From: sharlafrost@me.com
Sent: Monday, February 7, 2022, 7:18 PM
To: Brad.nes@morganlewis.com
Subject: Covil v. Penn National: retainer agreement
Attachments: 123009__114458238v1_Sharla Frost Engagement Letter.docx

[EXTERNAL EMAIL]
Brad,

Attached find the retainer agreement we discussed. I look forward to working with you and your team on this matter.

Sharla

Sharla J. Frost, Attorney at Law, P.C.
6336 Rutgers Avenue
Houston, Texas 77005

EXHIBIT
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Sharla J. Frost, Esq.
6336 Rutgers Avenue
Houston, Texas 77005

February 7, 2022

W. Brad Nes
Morgan Lewis & Bockius, LLP
1111 Pennsylvania Avenue, NW1
Washington, C.D. 20004-2541

Re: Expert Witness Retainer Agreement for Covil v. Penn National

Dear Mr. Nes:

This letter agreement (the "Retainer Agreement") confirms that Morgan Lewis & Bockius, LLP ("Morgan Lewis") has retained my services on behalf of its client, Peter D. Protopapas, as the duly appointed Receiver of Covil Corporation ("Receiver"), to assist in connection with the preparation of expert analysis and testimony in the controversy between Covil Corporation and Penn National. The Retainer Agreement describes the scope and nature of the services that I will provide, as well as the method and basis on which my fees and related expenses will be paid. Accordingly, Morgan Lewis (on behalf of the Receiver) and I (collectively, the "Parties") agree as follows:

1. Scope of Services. I will provide services and expert advice, analysis, and consultation relevant to issues presented in the Covil-related litigation. My work may also include testimony regarding such issues. I will exercise independent professional judgment in accordance with the highest professional standards.

2. Fees and Expenses. I will be compensated at a rate of $650.00 per hour. This hourly rate is subject to change from time to time. The fees will be charged in tenth of an hour increments on a daily basis, and the narratives shall reasonably indicate the nature of the activity performed.

In addition to the fees described above, I will be reimbursed for all out of pocket expenses incurred in connection with providing the services described above.

Reimbursable expenses will include, but are not limited to, hotel accommodations (four star or equivalent), airfare (business class or equivalent), meals while traveling for this engagement and car service transportation as needed.

I will provide an invoice for fees and expenses on a monthly basis to be payable within thirty (30) days of receipt. If this Retainer Agreement is terminated, I will be compensated for all fees earned and expenses incurred through the date of termination. I agree that Morgan Lewis is not responsible for fees and expenses incurred by the Receiver and that I have no cause of action against Morgan Lewis for any fees or expenses not paid by the Receiver.

3. Confidentiality. Because I am being retained to assist Morgan Lewis in its legal representation of the Receiver, I will respect the confidentiality that safeguards the relationship between this law firm and its client. Accordingly, I agree to keep confidential all information that I obtain in connection with the services provided under this Retainer Agreement. I will not disclose any such information to any third party unless instructed otherwise by Morgan Lewis or the Receiver or compelled by operation of law.

4. Expert Witness. I will provide an expert report, and I will be available to testify as an expert in deposition and at the trials. I will be expected to testify completely and without reservation as to all facts considered by me in arriving at my professional conclusions. Under no circumstances will the confidentiality obligation described in Section 3 restrict, limit, or otherwise restrain me from providing complete testimony in response to relevant direct or cross-examination questions from counsel or a court.

5. Arbitration; Governing Law. In the unlikely event of any dispute concerning this Retainer Agreement, such dispute shall be determined by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with said Rules. Any such arbitration shall be held in Harris County, Texas, unless the parties agree on some other location. The arbitrator shall have the discretion to order that the costs of arbitration, including attorneys' fees and reasonable costs, shall be borne by the losing party. All information concerning the fact, substance or result of any such arbitration shall remain confidential and not be disclosed except to the extent necessary to enforce the arbitration award or as otherwise required by law.

Any disputes regarding this Retainer Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law provisions.

6. Entire Agreement. This Retainer Agreement sets forth fully all agreements and understandings between the Parties. This Retainer Agreement supersedes any prior oral or written agreements between the Parties and may be altered or modified only by a properly executed written document.

If this Retainer Agreement accurately states the agreements and understandings between the Parties, please indicate Morgan Lewis' intent to be bound by signing this Retainer Agreement in the space provided below and returning a copy to me.

I look forward to working with Morgan Lewis on this matter.

Sincerely,

Sharla J. Frost

Sharla J. Frost

Signed: _____
W. Brad Nes

From: Nes, W. Brad
Sent: Friday, February 11, 2022 9:44 AM
To: sharlafrost@me.com
Subject: Covil v. Penn National - Engagement Letter
Attachments: 2022.02.07_Sharla Frost Engagement Letter.pdf

Sharla,

Please find attached an executed engagement letter for your files. Perhaps we can set up a time next week to discuss next steps.

Many thanks.

W. Brad Nes
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW | Washington, DC 20004-2541
Direct: +1.202.739.5779 | Main: +1.202.739.3000 | Fax: +1.202.739.3001
brad.nes@morganlewis.com | www.morganlewis.com
Assistant: Joyce E. Burroughs | +1.202.739.5703 | joyce.burroughs@morganlewis.com



EXHIBIT
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Sharla J. Frost, Esq.
6336 Rutgers Avenue
Houston, Texas 77005

February 7, 2022

W. Brad Nes
Morgan Lewis & Bockius, LLP
1111 Pennsylvania Avenue, NW
Washington, D.C. 20004-2541

Re: Expert Witness Retainer Agreement for Covil v. Penn National

Dear Mr. Nes:

This letter agreement (the "Retainer Agreement") confirms that Morgan Lewis & Bockius, LLP ("Morgan Lewis") has retained my services on behalf of its client, Peter D. Protopapas, as the duly appointed Receiver of Covil Corporation ("Receiver"), to assist in connection with the preparation of expert analysis and testimony in the controversy between Covil Corporation and Penn National. The Retainer Agreement describes the scope and nature of the services that I will provide, as well as the method and basis on which my fees and related expenses will be paid. Accordingly, Morgan Lewis (on behalf of the Receiver) and I (collectively, the "Parties") agree as follows:

1. Scope of Services. I will provide services and expert advice, analysis, and consultation relevant to issues presented in the Covil-related litigation. My work may also include testimony regarding such issues. I will exercise independent professional judgment in accordance with the highest professional standards.

2. Fees and Expenses. I will be compensated at a rate of $650.00 per hour. This hourly rate is subject to change from time to time. The fees will be charged in tenth of an hour increments on a daily basis, and the narratives shall reasonably indicate the nature of the activity performed.

In addition to the fees described above, I will be reimbursed for all out of pocket expenses incurred in connection with providing the services described above. Reimbursable expenses will include, but are not limited to, hotel accommodations (four star or equivalent), airfare (business class or equivalent), meals while traveling for this engagement and car service transportation as needed.

I will provide an invoice for fees and expenses on a monthly basis to be payable within thirty (30) days of receipt. If this Retainer Agreement is terminated, I will be compensated for all fees earned and expenses incurred through the date of termination. I agree that Morgan Lewis is not responsible for fees and expenses incurred by the Receiver and that I have no cause of action against Morgan Lewis for any fees or expenses not paid by the Receiver.

3. Confidentiality. Because I am being retained to assist Morgan Lewis in its legal representation of the Receiver, I will respect the confidentiality that safeguards the relationship between this law firm and its client. Accordingly, I agree to keep confidential all information that I obtain in connection with the services provided under this Retainer Agreement. I will not disclose any such information to any third party unless instructed otherwise by Morgan Lewis or the Receiver or compelled by operation of law.

4. Expert Witness. I will provide an expert report, if required, and I will be available to testify as an expert in deposition and at the trials. I will be expected to testify completely and without reservation as to all facts considered by me in arriving at my professional conclusions. Under no circumstances will the confidentiality obligation described in Section 3 restrict, limit, or otherwise restrain me from providing complete testimony in response to relevant direct or cross-examination questions from counsel or a court.

5. Arbitration; Governing Law. In the unlikely event of any dispute concerning this Retainer Agreement, such dispute shall be determined by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with said Rules. Any such arbitration shall be held in Harris County, Texas, unless the parties agree on some other location. The arbitrator shall have the discretion to order that the costs of arbitration, including attorneys' fees and reasonable costs, shall be borne by the losing party. All information concerning the fact, substance or result of any such arbitration shall remain confidential and not be disclosed except to the extent necessary to enforce the arbitration award or as otherwise required by law.

Any disputes regarding this Retainer Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law provisions.

6. Entire Agreement. This Retainer Agreement sets forth fully all agreements and understandings between the Parties. This Retainer Agreement supersedes

any prior oral or written agreements between the Parties and may be altered or modified only by a properly executed written document.

If this Retainer Agreement accurately states the agreements and understandings between the Parties, please indicate Morgan Lewis' intent to be bound by signing this Retainer Agreement in the space provided below and returning a copy to me.

I look forward to working with Morgan Lewis on this matter.

Sincerely,

Sharla J. Frost

Sharla J. Frost

Signed: 

W. Brad Nes

From: "Nes, W. Brad" <brad.nes@morganlewis.com>
Sent: Monday, October 24, 2022, 10:06 PM
To: Sharla Frost <sharlafrost@me.com>; "Patterson, Nancy L." <nancy.patterson@morganlewis.com>; "McCulloch Semlinger, Lauren A." <lauren.semlinger@morganlewis.com>
Subject: RE: Covil
Attachments: 2022.08.23 Order Denying Pet for Writ of Cert, 1.pdf; Petition for Writ of Cert.pdf

Sharla,

Please find attached the cert petition and the SCt order denying the cert petition.

Thanks.

W. Brad Nes
Morgan, Lewis & Bockius LLP
1717 Main Street, Suite 3200 | Dallas, TX 75201-7347
Direct: +1.214.466.4116 | Main: +1.214.466.4000 | Fax: +1.214.466.4001
brad.nes@morganlewis.com | www.morganlewis.com
Assistant: Joyce E. Burroughs | +1.202.739.5703 |
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-----Original Message-----
From: Sharla Frost <sharlafrost@me.com>
Sent: Monday, October 24, 2022 7:43 PM
To: Nes, W. Brad <brad.nes@morganlewis.com>; Patterson, Nancy L. <nancy.patterson@morganlewis.com>; McCulloch Semlinger, Lauren A. <lauren.semlinger@morganlewis.com>
Subject: Covil

[EXTERNAL EMAIL]

All,

I have completed my reading of the materials in the notebook I received on October 7. In the text of the Status report of the Receiver (filed September 6, 2022), the Supreme Court Chronology lists both a petition for Writ of Certiorari and an associated order. I haven't seen either of those. Could you email those to me?

Sharla

Sent from my iPhone which randomly rearranges my thoughts and letters. Apologies in advance for any illogical responses.

EXHIBIT
6

From: Sharla Frost <sharlafrost@me.com>
Sent: Tuesday, September 27, 2022, 7:21 PM
To: "Nes, W. Brad" <brad.nes@morganlewis.com>
Cc: "McCulloch Semlinger, Lauren A." <lauren.semlinger@morganlewis.com>; "Patterson, Nancy L." <nancy.patterson@morganlewis.com>
Subject: Re: Covil v. Penn National

[EXTERNAL EMAIL]
Great news about working with Nancy again.

Why don't you send the documents to me in hard copy? 3230 East 2105 Road, Hugo, Ok 74743. I will start reading!

I am currently clear for the end of October and early November, with the exception of the DRI asbestos medicine seminar the first week of November. I am speaking and have to have the CLE.

Sharla

Sent from my iPhone which randomly rearranges my thoughts and letters. Apologies in advance for any illogical responses.

On Sep 27, 2022, at 5:15 PM, Nes, W. Brad <brad.nes@morganlewis.com> wrote:

Sharla,

Thanks again for our recent call. I tried to send you a Zip file with certain documents for your review. Unfortunately, I got a bounce back email in light of the size of the attachment. I will work with our paralegal to send the documents to you via Secure File Transfer instead. If it would be more convenient for you to receive hardcopies of the materials in binders, please let me know (and your preferred address).

We have also requested certain additional files from underlying defense counsel, Ellis & Winters. As soon as we have those files, I will forward them to you for review as well.

Also, I'm pleased to let you know that Nancy Patterson (copied here), who I believe you've worked with previously, is going to be joining us going forward.

Finally, we need to start thinking about deposition scheduling. Do you have any available dates the last week of October or the beginning of November?

Many thanks.

W. Brad Nes
Morgan, Lewis & Bockius LLP

EXHIBIT
7

From: sharlafrost@me.com
Sent: Monday, November 07, 2022 2:51 PM
To: Nes, W. Brad
Cc: McCulloch Semlinger, Lauren A.; Patterson, Nancy L.
Subject: Covil/Penn National File
Attachments: In re Johns-Manville Corp.pdf

[EXTERNAL EMAIL]
Brad,

As we discussed, my Covil/Penn National file consists of the emails we have exchanged, along with attachments;, the nine notebooks that you sent in hard copy; and, the retention agreement. I also have a copy of the attached court opinion regarding the Manville bankruptcy and some handwritten annotations on the chart that corresponds to the 14 cases referenced in the September 1, 2022 letter from Penn National Insurance to Peter Protopapas. I will scan and send the annotated chart separately.

Sharla

EXHIBIT
8

Case No. 82-11656 (CGM)
United States Bankruptcy Court, S.D. New York.

In re Johns-Manville Corp.

581 B.R. 38 (Bankr. S.D.N.Y. 2018)
Decided Jan 24, 2018

Case No. 82–11656 (CGM)

01-24-2018

IN RE: JOHNS–MANVILLE CORPORATION, et al., Debtors.

Elihu Inselbuch, Caplin & Drysdale, Chartered, New York, NY, for Debtors.

CECELIA G. MORRIS, CHIEF UNITED STATES BANKRUPTCY JUDGE

40 *40

Elihu Inselbuch, Caplin & Drysdale, Chartered, New York, NY, for Debtors.

MEMORANDUM DECISION FOLLOWING REMAND FROM THE DISTRICT COURT ON MARSH USA'S MOTION TO ENFORCE THE CONFIRMATION ORDER AND INJUNCTION

CECELIA G. MORRIS, CHIEF UNITED STATES BANKRUPTCY JUDGE

The instant dispute between Salvador Parra, Jr.
41 ("Parra") and Marsh USA *41 ("Marsh") regarding the effect of the channeling injunction issued in the Johns–Manville Corporation's ("Manville") chapter 11 bankruptcy case, is back before this Court on remand from the Southern District of New York ("District Court"). *See Parra v. Marsh USA, Inc. (In re Johns–Manville Corp.)* , 551 B.R. 104 (S.D.N.Y. 2016) (the "District Court Opinion"). The District Court's March 14, 2016 decision affirmed in part and reversed and remanded in part this Court's July 27, 2015 memorandum decision enjoining Parra's asbestos claims against Marsh. *See In re Johns–Manville Corp.* , 534 B.R. 553 (Bankr. S.D.N.Y. 2015), *aff'd in part, and rev'd in part sub nom. Bogdan Law Firm v. Marsh USA, Inc. (In re Johns–Manville Corp.)* , 551 B.R. 104 (S.D.N.Y. 2016). On remand, this Court is instructed to apply the due process principles articulated by the Second Circuit in *Johns–Manville Corp. v. Chubb Indemnity Ins. Co. (In re Johns–Manville Corp.)* , 600 F.3d 135, 153–55 (2d Cir. 2010) (" *Chubb* "), to the facts of this case. *Parra* , 551 B.R. at 123. As part of the due process analysis, this Court is encouraged to determine whether the future claims representative ("Future Claims Representative") appointed in the Manville case was actually charged with representing the future claimants' *in personam* claims against a settling insurer, and, if so, whether the quality of that representation satisfied due process concerns. *Id.* at 123–24. The District Court also gave this Court the option "consider whether a denial of due process would have resulted in prejudice." *Id.* at 124.

JURISDICTION

This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1334(a), 28 U.S.C. § 157(a) and the Standing Order of Reference signed by Chief Judge Loretta A. Preska dated January 31, 2012. This is a "core proceeding" under 28 U.S.C. § 157(b)(2)(A), involving matters concerning the administration of the estate. Further, the Supreme Court has held in prior litigation arising out of this very case that this Court has "jurisdiction to

interpret and enforce its own prior orders." *Travelers Indem. Co. v. Bailey* , 557 U.S. 137, 151, 129 S.Ct. 2195, 174 L.Ed.2d 99 (2009) (citing *Local Loan Co. v. Hunt* , 292 U.S. 234, 239, 54 S.Ct. 695, 78 L.Ed. 1230 (1934)).

BACKGROUND

At the hearing on June 1, 2017, the Court read into the record the procedural posture of the case and the relevant facts that color the instant dispute. For purposes of completeness, the background portion of the record already established at the June 1, 2017 hearing is repeated herein.

THE MANVILLE BANKRUPTCY

The instant dispute arises out of more than thirty years of litigation in the Johns–Manville Corporation's ("Manville") chapter 11 bankruptcy case. *See In re Manville Forest Prods. Corp.* , 31 B.R. 991, 992 (S.D.N.Y. 1983) ; *In re Johns–Manville Corp.* , 36 B.R. 727, 729 (Bankr. S.D.N.Y. 1984) ; *In re Johns–Manville Corp.* , 97 B.R. 174, 176 (Bankr. S.D.N.Y. 1989). Although Manville's reasons for filing are no secret, it bears repeating here.

Before filing for bankruptcy, Manville was the largest producer and provider of asbestos in the world. *GAF Corp. v. Johns–Manville Corp. (In re Johns–Manville Corp.)* , 26 B.R. 405, 407 (Bankr. S.D.N.Y 1983), *aff'd sub nom. Johns–Manville Corp. v. Asbestos Litig. Grp. (In re Johns–Manville Corp.)* , 40 B.R. 219 (S.D.N.Y. 1984) ; *see also In re Johns–Manville Corp.* , 2004 WL 1876046, at *2–3, 2004 Bankr. LEXIS 2519, at *7 (citations omitted). Manville's asbestos was used
42 widely throughout many industries for *42 decades in the United States. *Manville Corp. v. Equity Sec. Holders Comm. (In re Johns–Manville Corp.)* , 66 B.R. 517, 521 (Bankr. S.D.N.Y. 1986). The medical dangers associated with exposure to asbestos were not well known until latent asbestos injuries began to manifest across the country in the 1960s. *In re Asbestos Prods. Liab. Litig.* , 771 F.Supp. 415, 418 (J.P.M.L. 1991) (quoting Judicial Conf. of the U.S., Report of the Judicial Conference Ad Hoc Committee on Asbestos Litigation 1–3 (1991)). "The health risks caused by asbestos were finally given broad acknowledgment on the legal front in 1973, when the United States Court of Appeals for the Fifth Circuit issued its landmark decision in *Borel* ." *In re Johns–Manville Corp.* , 552 B.R. 221, 226 (Bankr. S.D.N.Y. 2016) (citing *Borel v. Fibreboard Paper Prod. Corp.* , 493 F.2d 1076 (5th Cir. 1973)). The Fifth Circuit's decision affirmed a jury verdict finding Manville strictly liable for the plaintiff's personal injuries resulting from asbestos exposure. *Borel* , 493 F.2d at 1086. After *Borel* , asbestos litigation ballooned. *See* Patrick M. Hanlon & Anne Smetak, *Asbestos Changes* , 62 N.Y.U. Ann. Surv. Am. L. 525, 526–27 (2007).

Over the years asbestos litigation began to change shape. By the 1980s, "asbestos producers coalesced into an industry-wide consortium, presenting a unified litigation front." *In re Johns–Manville Corp.* , 552 B.R. 221, 227 (Bankr. S.D.N.Y. 2016) (citing John C. Coffee, Jr., *Class Wars: The Dilemma of the Mass Tort Class Action* , 95 Colum. L. Rev. 1343, 1364–66 (1995)). "Counsel for asbestos plaintiffs were also operating on a narrow playing field. There were fewer than 50 firms representing asbestos plaintiffs, with most cases concentrated in the hands of a few." *In re Johns–Manville Corp.* , 552 B.R. 221, 227 (Bankr. S.D.N.Y. 2016) (citing Coffee, *supra* , at 1364–65, 1392 & nn.187–88 (citations omitted); *Amchem Prods. v. Windsor* , 521 U.S. 591, 599, 117 S.Ct. 2231, 138 L.Ed.2d 689 (1997)).

While litigation between the asbestos producers' consortium and the asbestos-plaintiffs' firms continued, Manville and its insurers fought over who should bear the costs of the asbestos litigation against Manville. *See In re Johns–Manville Corp.* , 552 B.R. 221, 227 (Bankr. S.D.N.Y. 2016) (citing *In re Johns–Manville Corp.* , 36 B.R. 743, 750 (Bankr. S.D.N.Y. 1984)).

Manville filed for chapter 11 bankruptcy on August 26, 1982 due to the looming "spectre of proliferating, overburdening [asbestos] litigation to be commenced in the next 20–30 years, which litigation would be beyond [Manville's] ability to manage, control, and pay for ...." *In re Johns–Manville Corp.* , 36 B.R. 743, 745 (Bankr. S.D.N.Y. 1984), *aff'd* , 52 B.R. 940 (S.D.N.Y. 1985) ; *see also In re Johns–Manville Corp.* , 36 B.R. 727, 729 (Bankr. S.D.N.Y. 1984). "Manville's financial inability to resolve the impending asbestos claims was a result of 'the insurance industry's general disavowal of liability to Manville on policies written for this very purpose.' " *Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.)* , 2016 WL 4506702, at *1, 2016 Bankr. LEXIS 3145, at *3 (Bankr. S.D.N.Y. Aug. 26, 2016) (quoting *In re Johns–Manville Corp.* , 36 B.R. 727, at 729). In other words, it was not the asbestos lawsuits themselves but the "*inability* to look to at least $600 million in insurance coverage ..." that brought Manville to its knees. *In re Johns–Manville Corp.* , 36 B.R. 743, at 750 (citations omitted) (emphasis added).

Manville's insurance disputes were no small or private affair. Prior to bankruptcy, " 'Manville and its insurers litigated over the scope and limits of liability coverage, and Travelers faced suits by third *43 parties, such as Manville factory workers and vendors of Manville products, seeking compensation under the insurance policies,' as well as suits from other insurers pursuing indemnity and contribution claims." *Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.)* , 2016 WL 4506702, at *2, 2016 Bankr. LEXIS 3145, at *3 (Bankr. S.D.N.Y. Aug. 26, 2016) (quoting *Travelers Indem. Co. v. Bailey* , 557 U.S. 137, 141, 129 S.Ct. 2195, 174 L.Ed.2d 99 (2009)). "As early as 1983, this Court found that any direct action suit against an insurer of Manville would negatively impact Manville's bankruptcy estate by limiting the assets available for Manville to put in trust for future asbestos claimants." *Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.)* , 2016 WL 4506702, at *2, 2016 Bankr. LEXIS 3145, at *4 (Bankr. S.D.N.Y. Aug. 26, 2016) (citing *Johns–Manville Corp. v. Asbestos Litig. Grp. (In re Johns–Manville Corp.)* , 33 B.R. 254, 260, 263 (Bankr. S.D.N.Y. 1983)).

43

This Court recognized that "any forced payment to an asbestos litigant by one of Manville's liability carriers would obviously decrease the pool and leave fewer assets remaining to be divided among other claims. This effect could seriously undermine the whole purported purpose of Manville's bankruptcy petition, to wit: reasonable compensation for all asbestos victims." *In re Johns–Manville Corp.* , 33 B.R. 254, 268 (Bankr. S.D.N.Y. 1983). "As such, the insurance policies were included as assets in Manville's bankruptcy estate." *Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.)* , 2016 WL 4506702, at *2, 2016 Bankr. LEXIS 3145, at *4–5 (Bankr. S.D.N.Y. Aug. 26, 2016).

This Court reasoned that "Manville's insurance policies constitute one of its largest and most significant assets and are absolutely necessary for the formulation of any reorganization plan." *Johns–Manville Corp. v. Asbestos Litig. Grp. (In re Johns–Manville Corp.)* , 33 B.R. 254, 260, 263 (Bankr. S.D.N.Y. 1983). In furtherance of this determination and to protect against the diminishment of Manville's primary assets, "this Court extended the automatic stay to cover all direct actions against Manville's insurers ...." *Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.)* , 2016 WL 4506702, at *2, 2016 Bankr. LEXIS 3145, at *3 (Bankr. S.D.N.Y. Aug. 26, 2016) (quoting *Johns–Manville Corp. v. Asbestos Litig. Grp. (In re Johns–Manville Corp.)* , 33 B.R. 254, 260, 263 (Bankr. S.D.N.Y. 1983)).

As the bankruptcy litigation unfolded, Manville's insurers agreed to settle for approximately $770 million. *MacArthur Co. v. Johns–Manville Corp.* , 837 F.2d 89, 90 (2d Cir. 1988). "The settlements

provided that, in exchange for cash payments, the insurers would be relieved of all obligations related to the disputed policies and the insurers would be protected from claims based on such obligations by injunctive orders of the Bankruptcy Court." *Id.* Marsh was included in the group of settling insurers, and executed a settlement with Manville on October 10, 1986. *See* Marsh's Mot. Enforce at 2, Aug. 6, 2010, ECF No. 3915; Marsh's Mot. Enforce, Ex. A at 153, Aug. 6, 2010, ECF No. 3916–5. Marsh paid approximately $29.75 million as part of the settlement agreement, the proceeds of which "became the cornerstone of the Manville reorganization, providing the much-needed funding for the Manville Personal Injury Settlement Trust (the Manville "Trust") that was established for the benefit of future asbestos
44 claimants." *44 *Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.)* , 2016 WL 4506702, at *3, 2016 Bankr. LEXIS 3145, at *6 (Bankr. S.D.N.Y. Aug. 26, 2016) (citing *In re Johns–Manville Corp.* , 97 B.R. 174, 177 (Bankr. S.D.N.Y. 1989) ; *In re Johns–Manville Corp.* , 68 B.R. 618, 621–22 (Bankr. S.D.N.Y. 1986)).

The insurance settlement was so-ordered and incorporated into the confirmation order by this Court, and

> provided for the channeling of all asbestos claims against the settling insurers "based upon, arising out of, or related to any or all of the Policies" to the Manville Trust; the release of the settling insurers from any further obligations "based upon, arising out of or related to the Policies ... and all Policy ***Claims*** "; and a " ***permanent injunction*** , specifically prohibiting all ***future claims*** for bad faith or insurer misconduct," and enjoining all persons from "commencing and/or continuing any suit, arbitration or other proceeding of any type or nature for Policy ***Claims*** against any or all members of the Settling Insurer Group ...."

Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.) , 2016 WL 4506702, at *2, 2016 Bankr. LEXIS 3145, at *5–6 (Bankr. S.D.N.Y. Aug. 26, 2016) (quoting *In re Johns–Manville Corp.* , 2004 WL 1876046, at *15–16, 2004 Bankr. LEXIS 2519, at *42–43 (Bankr. S.D.N.Y. Aug. 17, 2004)) (citing *In re Johns–Manville Corp.* , 68 B.R. 618, 624 (Bankr. S.D.N.Y. 1986), *aff'd* 78 B.R. 407 (S.D.N.Y 1987), *aff'd sub nom. MacArthur Co. v. Johns–Manville Corp.* , 837 F.2d 89 (2d Cir. 1988)).

"The Manville Plan, although concerned with future asbestos claimants, was also designed to treat both present asbestos claimants and future asbestos claimants equally." *In re Johns–Manville Corp.* , 552 B.R. 221, 245 (Bankr. S.D.N.Y. 2016) (citing *In re Johns–Manville Corp.* , 68 B.R. 618, 621 (Bankr. S.D.N.Y. 1986), *aff'd sub nom. In re Johns–Manville Corp.* , 78 B.R. 407 (S.D.N.Y. 1987), *aff'd sub nom. Kane v. Johns–Manville Corp.* , 843 F.2d 636 (2d Cir. 1988)). "In order to guarantee funds that would be available to both present and future asbestos claimants, the Manville Plan established two trusts, the Personal Injury Settlement Trust, ("Manville Trust") and the Manville Property Damage Trust ("Manville PD Trust")." *Id.* (citing *In re Johns–Manville Corp.* , 68 B.R. at 621 ; *In re Johns–Manville Corp.* , 97 B.R. 174, 176–77 (Bankr. S.D.N.Y. 1989)). The Manville Trust "draws no distinction between victims on the basis of the date of the manifestation of their disease." *In re Johns–Manville Corp.* , 68 B.R. 618, 621 (Bankr. S.D.N.Y. 1986).

The Court appointed the Future Claims Representative to represent the interests of all future claimants. The Court found that the interest of the future claimants were distinct and separate from those of the current asbestos plaintiffs. Most importantly, the Manville Plan and Confirmation Order did not discharge the claims of future asbestos claimants. *See In re Johns–Manville Corp.* , 68 B.R. 618, 628 (Bankr. S.D.N.Y. 1986) (discussing the category of "other asbestos

obligations" in the Manville Plan and Trust, which covers the claims of potential future claimants). Instead,

> [t]he Manville Plan and Confirmation Order incorporated a channeling injunction, which was created to preserve the rights and interests of all "future asbestos claimants," defined as persons "who had been exposed to Manville's asbestos prior to the August 1982 petition date but had not yet shown any signs of disease at that time," by channeling their claims to the Manville Trust.

45 *45

Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.) , 2016 WL 4506702, at *3, 2016 Bankr. LEXIS 3145, at *6–7 (U.S. Bankr. S.D.N.Y. Aug. 26, 2016) (quoting *Kane v. Johns–Manville Corp.* , 843 F.2d 636, 639 (2d Cir. 1988)).

The 1986 Orders, which include the Manville Plan, Trust documents, the Confirmation Order, and incorporated Insurance Settlement Order, barred claims by future asbestos claimants against settling insurers. The Second Circuit clearly stated and left no room for confusion, in *MacArthur* , when it affirmed and held that the 1986 Orders

> do not offer the umbrella protection of a discharge in bankruptcy. Rather, they preclude only those suits against the settling insurers that arise out of or relate to Manville's insurance policies. Moreover, claims against the insurers based on Manville's policies are not extinguished; they are simply channeled away from the insurers and redirected at the proceeds of the settlement.

MacArthur Co. v. Johns–Manville Corp. , 837 F.2d 89, 91 (2d Cir. 1988). That case was brought by a distributor of Manville's asbestos, who claimed to be co-insured under Manville's policies. MacArthur asserted the Bankruptcy Court lacked jurisdiction or authority to enter the Insurance Settlement Order. In rejecting MacArthur's claims, the Second Circuit reasoned that "MacArthur's rights as an insured vendor are completely derivative of Manville's rights as the primary insured. Such derivative rights are no different in this respect from those of the asbestos victims who have already been barred from asserting direct actions against the insurers." *Id.* at 92 (citations omitted). In denying MacArthur's objection, the Second Circuit likened MacArthur's rights to those of the asbestos victims, who were also barred from directly suing the insurers.

Despite the Second Circuit's holding in *MacArthur* , asbestos plaintiffs continued to file so-called "direct" actions against Manville's insurers, including Travelers Indemnity Company, Travelers Casualty and Surety Company, and other affiliates ("Travelers").

> These post-confirmation "direct action" lawsuits against Travelers asserted so-called "novel" legal theories in an attempt to hold the insurer directly liable for its own alleged misconduct. The direct actions fell into two categories—those asserting statutory causes of action and those based on common law claims. Both types of actions argued that Travelers had conspired with Manville to suppress evidence Manville was aware of the hazards of asbestos, and had engineered a fraudulent "no duty to warn" defense.

Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.) , 2016 WL 4506702, at *3, 2016 Bankr. LEXIS 3145, at *7 (Bankr. S.D.N.Y. Aug. 26, 2016) (citing 2004 WL 1876046 at *17–22, 2004 Bankr. LEXIS 2519 at *48–60).

In 2002, Travelers filed a motion to enforce the injunction contained in the 1986 Orders. *See* Mot. Temp. Restraining Order, Dkt. No. 3413. Ultimately this led to an agreement between Travelers and the asbestos victims, affirmed by the Bankruptcy Court in a thorough decision issued

after an evidentiary trial. *In re Johns–Manville Corp.* , 2004 WL 1876046, 2004 Bankr. LEXIS 2519, at *113 (Bankr. S.D.N.Y Aug. 17, 2004), *aff'd in part, vacated in part* , 340 B.R. 49 (S.D.N.Y. 2006), *vacated sub nom. Johns–Manville Corp. v. Chubb Indem. Ins. Co. (In re Johns–Manville Corp.)* , 517 F.3d 52 (2d Cir. 2008), *rev'd and remanded sub nom. Travelers Indem. Co. v. Bailey* , 557 U.S. 137, 129 S.Ct. 2195, 174 L.Ed.2d 99 (2009)). This Court's decision and order found that the direct action suits against settling insurers had always been barred. The decision was appealed by a non-
46 settling insurer, Chubb, *46 to the District Court. The District Court affirmed that order in part and vacated it in part. *In re Johns–Manville Corp.* , 340 B.R. 49 (S.D.N.Y. 2006). The District Court's decision was then appealed to the Second Circuit.

On appeal to the Second Circuit, the Circuit reversed the Bankruptcy Court and the District Court's conclusion that Chubb, a non-settling insurer, could not bring contribution and indemnification claims against Travelers.[1] *Johns–Manville Corp. v. Chubb Indem. Ins. Co. (In re Johns–Manville Corp.)* , 517 F.3d 52 (2d Cir. 2008). The Second Circuit held that the Bankruptcy Court had exceeded its subject matter jurisdiction in entering the 1986 Orders, when it released the settling insurers from all claims relating to or arising from their insurance relationship with Manville. On appeal, the Supreme Court reversed the Second Circuit and held that the 1986 orders were final orders, entitled to *res judicata* and not subject to collateral attack. *Travelers Indem. Co. v. Bailey* , 557 U.S. 137, 129 S.Ct. 2195, 174 L.Ed.2d 99 (2009). The Supreme Court did not determine whether all parties actually received notice sufficient to satisfy due process concerns, and remanded that issue to the Second Circuit. *Id.* at 155, 129 S.Ct. 2195.

1 Chubb was a codefendant with Travelers in certain common law direct asbestos related actions filed in state courts against insurers directly and was seek indemnification and contribution from Travelers.

On remand from the Supreme Court, the Second Circuit determined that its holding in MacArthur did not foreclose Chubb's due process argument and that Chubb was not barred from asserting *in personam* claims against Travelers for contribution and indemnification even though those claims are purported to be barred by the 1986 Orders. *Johns–Manville Corp. v. Chubb Indemnity Ins. Co. (In re Johns–Manville Corp.)* , 600 F.3d 135, 158 (2d Cir. 2010). The Second Circuit then reversed the District Court's March 28, 2006 order and remanded *Chubb* back to the District Court. *Id.* at 159.

The Second Circuit's holding in *Chubb* , emboldened Parra to bring an action against a settling insurer in Mississippi alleging the same conspiracy and negligence-type claims that this Court dealt with in 2004. *See* Parra Resp., ECF No. 3919 at 5 ("arguing "that it is incumbent on this Court to conduct that analysis and to determine whether the future claims representative appointed in the 1986 bankruptcy case was charged with representing future asbestos claimants (who may or may not have future claims against Johns–Manville) with respect to their claims against Marsh for Marsh's independent wrongful conduct" and citing *Johns–Manville Corp. v. Chubb Indemnity Ins. Co. (In re Johns–Manville Corp.)* , 600 F.3d 135, 158 (2d Cir. 2010)).

CURRENT DISPUTE

On February 10, 2010, Parra filed a complaint against Marsh USA ("Marsh") and others in the Circuit Court of Jones County, Mississippi ("Mississippi Litigation"). Parra claimed to have been exposed to asbestos while working as an insulator at various jobsites in Louisiana, Mississippi, Oklahoma, and Texas during the late 1960s and early 1970s. Marsh's Mot. Enforce, Ex. E at ¶ 2, ¶ 14, Aug. 6, 2010, ECF No. 3916–5. Parra claims that as a direct and proximate result

of inhaling, ingesting, and general exposure to asbestos, he received injuries including asbestosis, impaired pulmonary capacity, reduced lung volume, interstitial lung fibrosis, injury to lung tissue and/or pleura, increased risk for cancer, and physical and mental anguish associated with any
47 of the aforementioned *47 conditions. *Id.* at ¶ 15. Parra's complaint further alleges loss of wages and earning power, future medical expenses and loss of enjoyment of life. *Id.* at ¶ 16. Parra asserts that due to the long latency period, Parra only recently discovered his injuries. *Id.*

All of the defendants sued by Parra in the Mississippi Litigation were producers, distributors, or insurers of asbestos products. *Id.* at ¶ 8. Parra asserts that all of the defendants "knew or should have known through industry and medical studies ... of the health hazards ... inherent in the asbestos-containing products." *Id.* at ¶ 12. Parra's state court claims against Marsh seek to hold Marsh liable for its "negligent undertakings, conspiracy, aiding, and abetting courses of conduct," to conceal the known health hazards of asbestos from the public. *Id.* at ¶ 34. Parra alleges that Marsh "aided and abetted" and "conspired with" the Defendants and other entities "such as Johns Manville" to hide the effects of Parra's exposure to asbestos from materials including, but not limited to, Johns–Manville products. *Id.* at ¶ 33, 34, 53. Parra's state court complaint details Marsh's forty year insurance relationship with Manville, stating that it was unique, and that Marsh learned of the health hazards of asbestos through its dealings with Manville. *Id.* at ¶ 76–86.

On August 6, 2010, Marsh filed a motion in the Bankruptcy Court to enforce the channeling injunction and other orders entered in connection with the chapter 11 cases of Johns–Manville Corporation ("Manville"). Mot. Authorize, ECF No. 3915. In the motion, Marsh argued that Parra's claims against Marsh were barred by the channeling injunction and incorporated so-ordered settlements amongst Manville's insurers. *Id.* at 2. In response, Parra argued that Marsh was required to file an adversary; Parra was entitled to conduct discovery; Parra's claims were not barred by the 1986 channeling injunction and orders; and, even if technically covered by the 1986 orders, Parra did not receive notice sufficient to satisfy constitutional due process. Parra Resp., ECF No. 3919.

On July 27, 2015, this Court entered a memorandum decision, holding that (1) Marsh was not required to file an adversary proceeding as the Court was interpreting the scope of an existing injunction issued by this Court in the 1986 orders; (2) Parra was not entitled to discovery to develop an evidentiary record as this Court conducted extensive evidentiary hearings and issued findings of facts and conclusions of law interpreting the scope of the 1986 orders on this very issue in 2004, allowing this Court to determine from the facts alleged in Parra's complaint whether the claims were barred by the 1986 orders; (3) that the 1986 orders barred Parra's claims against Marsh; (4) Parra's due process rights were not violated; and (5) the Court would not limit Parra's right to amend his complaint in the Mississippi Litigation. *See* Mem. Dec., ECF No. 4171.

Parra appealed items (1) through (4) of this Court's July 27, 2015 decision to the District Court on August 19, 2015. Ntc. Appeal, ECF No. 4147. The District Court issued an opinion on April 11, 2016. Order U.S. Dist. Court, ECF No. 4229. The District Court affirmed this Court as to the first three issues. The District Court specifically held that no discovery was needed and that "[t]he allegations in Parra's Complaint are sufficient to establish the required nexus" between Parra's claims against Marsh and Marsh's insurance relationship with Manville, as the 1986 orders were interpreted by the Supreme Court in *Travelers Indemnity Company v. Bailey* , 557 U.S. 137, 129 S.Ct. 2195, 174 L.Ed.2d 99 (2009). The
48 District Court reversed and *48 remanded as to the fourth issue, whether Parra received sufficient due process in connection with the entry of the 1986 orders.

The District Court determined that Parra's claims against Marsh were *in personam* claims, as the claims seek to hold Marsh liable for its own wrongdoing, separate from its insurance relationship with Manville. The District Court further held that "Parra's claims do not seek to collect from the *res* of the Manville chapter 11 estate," and that "[t]hey are not claims against the insurance policies." The District Court then concluded that the due process principles articulated in the Second Circuit's opinion in *Chubb* on remand applied to Parra's claims against Marsh, even though Chubb, a non-settling insurer, had asserted indemnity and contribution claims against Travelers, while Parra suffered personal injuries as a result of Manville's asbestos.

After discussing the Second Circuit's *Chubb* opinions, the *Parra* District Court enunciated three principles to frame the question on remand to this Court: the 1986 orders do not speak to whether Parra received due process in the proceedings leading up to the entry of the 1986 orders; the requirements of due process are not the same for *in personam* and *in rem* proceedings and that the special due process exception for *in rem* bankruptcy proceedings does not apply where future claimants seek to pursue *in personam* claims against a non-debtor; and where *in personam* claims are involved, the appropriate standard for due process is the standard set forth in Federal Rule of Civil Procedure 23, regarding class action notice requirements to form a class.

From the District Court's understanding of the new *in personam* due process principles, the District Court reasoned that even if the Manville Future Claims Representative was appointed to represent all rights of the future claimants against both Manville and the settling insurers, "all rights" did not automatically include *in personam* rights against settling insurers, and that to have represented the future claimants' *in personam* rights, the Future Claims Representative would have had to "predict the bankruptcy court would exceed its *in rem* jurisdiction in entering the 1986 orders."

On remand, the District Court instructs this Court to make a factual determination as to whether Parra's *in personam* claims received adequate representation by the Future Claims Representative, at all times throughout the litigation, and notice reasonably calculated to apprise him of the pendency of the action. The District Court expects an answer to whether *in personam* claims were contemplated by the Future Claims Representative order, and whether the requisite representation was provided as to the *in personam* claims.

The District Court opinion provides as follows:

> Accordingly, this matter is remanded to the bankruptcy court for development of the record and application of the due process principles set forth in *Chubb* .
>
> The bankruptcy court should determine the extent to which the FCR was charged with representing Parra (and other future asbestos claimants) with respect to *in personam* claims against Marsh and, if the FCR was so charged, determine whether the quality of that representation was sufficient to satisfy due process.
>
> Finally, as part of its analysis on remand, the bankruptcy court may also consider whether a denial of due process would have resulted in prejudice.

Parra v. Marsh , 551 B.R. at 123–24. The District Court concluded that regardless of *49 the due process consideration, there may be no prejudice to Parra if Parra could have recovered from the Manville Trust.

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Parra was a future asbestos claimant at the time of the 1986 Orders. Parra now seeks to recover for his personal injuries resulting from his exposure to

asbestos from Marsh, a settling insurer. Parra frames his claims against Marsh as direct claims against Marsh, for Marsh's own wrongdoing, separate and apart from any relationship Marsh had with Manville.

DISCUSSION

The District Court remanded for a determination consistent with the due process principles articulated in *Chubb* . Although the Supreme Court has held that this Court's subject matter jurisdiction to issue the Manville Plan, Confirmation Order and accompanying Settling Insurer Orders is *res judicata* , the question for this Court on remand is whether Parra had sufficient due process such that this Court could appropriately exercise personal jurisdiction over Parra's person, consistent with the Due Process Clause in the Constitution. In short, this Court finds that it properly exercised jurisdiction over Parra's claims against Marsh, even as an unknown future claimant, consistent with the Due Process Clause in Article III of the Constitution.

DUE PROCESS

"Judicial jurisdiction" is defined in Black's Law Dictionary as "[t]he legal power and authority of a court to make a decision that binds the parties to any matter properly brought before it." *Jurisdiction* , Black's Law Dictionary (10th ed. 2014). In order to issue an enforceable order, "[a] court must have jurisdiction over subject matter but also over the person of the defendant." *GP Credit Co., LLC v. Orlando Residence, Ltd.* , 349 F.3d 976, 979 (7th Cir. 2003). Here, the Supreme Court determined that whether or not this Court properly had subject matter jurisdiction to issue the Manville channeling injunction was *res judicata* . *Travelers Indem. Co. v. Bailey* , 557 U.S. 137, 152–53, 129 S.Ct. 2195, 174 L.Ed.2d 99 (2009). The only issue left open to challenge was whether or not the individual litigants were "given constitutionally sufficient notice of the 1986 Orders, so that due process absolves it from following them, whatever their scope." *Id.* at 155, 129 S.Ct. 2195 (citations omitted).

Due process concerns limit the ability of a court to adjudicate the rights of parties not before the court. *Pennoyer v. Neff* , 95 U.S. 714, 732–33, 24 L.Ed. 565 (1877). Historically, the power of the Court to decide so-called "personal rights" has required the court to obtain personal jurisdiction over the defendant, while the ability to determine title to or possession of property only requires jurisdiction over the property. *See Mullane v. Cent. Hanover Bank & Tr. Co.* , 339 U.S. 306, 311–12, 70 S.Ct. 652, 94 L.Ed. 865 (1950). Thus, whether this Court was presiding over an *in personam* or *in rem* action, *i.e.* , whether the Confirmation Order was a judgment adjudicating rights such that its issuance required personal jurisdiction over the affected parties, has thrown into issue whether the Court properly obtained personal jurisdiction over unknown litigants consistent with Constitutional due process.

"Historically the jurisdiction of courts to render judgment *in personam* is grounded on their de facto power over the defendant's person. Hence his presence within the territorial jurisdiction of a court was prerequisite to its rendition of a judgment personally binding him." *Int'l Shoe Co. v. Washington* , 326 U.S. 310, 316, 66 S.Ct. 154, 90 L.Ed. 95 (1945) (citing *Pennoyer v. Neff* , 95 U.S. at 733). The power *50 to issue an *in personam* judgment thus required the presence of the defendant in the court's jurisdiction. The purpose of this requirement was to put the defendant on notice that he or she was subject to the jurisdiction of the issuing court. Before the use of the summons, a court had the power to issue a writ of *capias ad respondendum* , empowering the sheriff to arrest any defendant who failed to appear and answer a civil action brought against them. *See id.* ; *see also Murphy Bros. v. Michetti Pipe Stringing* , 526 U.S. 344, 350, 119 S.Ct. 1322, 143 L.Ed.2d 448 (1999) (citations omitted). Today, a defendant is put on notice by service of

the summons, which compels the defendant's appearance in court. *See Int'l Shoe Co.* , 326 U.S. at 316, 66 S.Ct. 154. "[T]he service of summons is the procedure by which a court having venue and jurisdiction of the subject matter of the suit asserts jurisdiction over the person of the party served." *Mississippi Pub. Corp. v. Murphree* , 326 U.S. 438, 444–45, 66 S.Ct. 242, 90 L.Ed. 185 (1946). Under Federal Rule of Civil Procedure 4(k), incorporated and made applicable by Bankruptcy Rule 7004, federal courts may obtain personal jurisdiction over any defendant properly served in a suit brought pursuant to federal law. *See United States Sec. v. Carrillo* , 115 F.3d 1540, 1544 (11th Cir. 1997) ; *Chew v. Dietrich* , 143 F.3d 24, 28 (2d Cir. 1998). Additionally in bankruptcy, serving the summons in accordance with Federal Rule of Civil Procedure 4, "is effective to establish personal jurisdiction over the person of any defendant with respect to a case under the Code or a civil proceeding arising under the Code, or arising in or related to a case under the Code."

"The requirement that a court have personal jurisdiction flows not from Art. III, but from the Due Process Clause. The personal jurisdiction requirement recognizes and protects an individual liberty interest." *Ins. Corp. of Ir. v. Compagnie des Bauxites de Guinee* , 456 U.S. 694, 702, 102 S.Ct. 2099, 72 L.Ed.2d 492 (1982). The reach of a court's ability to exercise personal jurisdiction over a particular defendant is limited by due process, which requires that a defendant have a minimum level of contact with the forum exercising that jurisdiction "such that the maintenance of the suit does not offend 'traditional notions of fair play and substantial justice.' " *Int'l Shoe Co. v. Washington* , 326 U.S. 310, 316, 66 S.Ct. 154, 158, 90 L.Ed. 95 (1945) (quoting *Milliken v. Meyer* , 311 U.S. 457, 463, 61 S.Ct. 339, 85 L.Ed. 278) (further citations omitted). In the context of a bankruptcy case, the authority exercising jurisdiction is the United States. *See Diamond Mortg. Corp. v. Sugar* , 913 F.2d 1233, 1244 (7th Cir. 1990) ; *Enron Corp. v. Arora (In re Enron Corp.)* , 316 B.R. 434, 444 (Bankr. S.D.N.Y. 2004). A resident citizen of the United States would certainly have sufficient minimum contacts with the United States as a whole to be amenable to suit in federal court in a case involving a question of federal law. *See In re Platinum & Palladium Antitrust Litig.* , No. 1:14-cv-9391, 2017 WL 1169626, at *39–40, 2017 U.S. Dist. LEXIS 46624, at *123 (S.D.N.Y. Mar. 28, 2017) (quoting *Gucci Am. v. Bank of China* , 768 F.3d 122, 142 n.21 (2d Cir. 2014)).

While a court may procedurally establish personal jurisdiction over a litigant through service of process, "[s]ervice of process has its own due process component, and must be 'notice reasonably calculated ... to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.' " *SEC v. Ross* , 504 F.3d 1130, 1138 (9th Cir. 2007) (quoting *Mullane v. Cent. Hanover Bank & Trust Co.* , 339 U.S. 306, 314, 70 S.Ct. 652, 94 L.Ed. 865 (1950)).*51 Perhaps most critical to this Court's analysis of whether Parra received due process is the principle that the notice requirements of the Due Process Clause do not vary depending on whether the proceeding is *in personam* or *in rem* . *Mullane* , 339 U.S. at 312–13, 70 S.Ct. 652 (discussing the "elusive and confused" standard of classification for *in rem* and *in personam* jurisdiction and holding that the due process "requirements of the Fourteenth Amendment to the Federal Constitution do not depend upon a classification for which the standards are so elusive and confused generally," and that the power to resort to constructive service should not depend on a court's determination of whether the proceeding is *in rem* or *in personam*). While "[d]istinctions between actions *in rem* and those *in personam* are ancient and originally expressed in procedural terms what seems really to have been a distinction in the substantive law of property under a system quite unlike our own," courts in this country still attempt to differentiate the two. *Mullane* , 339 U.S. at 312, 70 S.Ct. 652.

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New property rights and the changes to the structure of modern day courts "have confused the old procedural classification." *Id.*

If the proceeding requires the court to issue a determination adjudicating personal rights, the court must establish personal jurisdiction over the affected parties. Due to the fact that the *in personam* or *in rem* nature of any given proceeding is no longer clear on its face, "American courts have sometimes classed certain actions as *in rem* because personal service of process was not required, and at other times have held personal service of process not required because the action was *in rem* ." *Id.* In other words, the question of whether a litigant must be served with process has become a circular one.

Although there is an abundance of case law determining whether a proceeding is *in rem* or *in personam* , there is relatively little discussion of why the nature of a proceeding matters when "personal rights" are involved such that personal service is required. The reason service is required when personal rights are adjudicated is notice to the litigant that they are subject to binding litigation in the forum jurisdiction, here the United States. The notice required by due process to alert litigants that they are subject to the court's territorial jurisdiction is the same regardless of whether the proceeding is *in rem* or *in personam* . "Notice by mail or other means as certain to ensure actual notice is a minimum constitutional precondition to a proceeding which will adversely affect the liberty or property interests of *any* party, whether unlettered or well versed in commercial practice, if its name and address are reasonably ascertainable." *Mennonite Bd. of Missions v. Adams* , 462 U.S. 791, 800, 103 S.Ct. 2706, 77 L.Ed.2d 180 (1983). Liberty and property interests both require notice, so long as the would-be defendant is *known* .

While service must be reasonably calculated to notify interested parties and to give them an opportunity to object, actual notice is not required to satisfy due process. *Dusenbery v. United States* , 534 U.S. 161, 170, 122 S.Ct. 694, 151 L.Ed.2d 597 (2002). " "The proper inquiry is whether the [party giving notice] acted reasonably in selecting means likely to inform persons affected, not whether [the intended recipient] actually received notice." *Weigner v. City of New York* , 852 F.2d 646, 649 (2d Cir. 1988). In *Mullane* , the Supreme Court "recognized that, in the case of persons missing or unknown, employment of an indirect and even a probably futile means of notification is all that the situation permits and creates no
52 constitutional *52 bar to a final decree foreclosing their rights." *Mullane* , 339 U.S. at 317, 70 S.Ct. 652 (citations omitted). In the bankruptcy context, "for unknown creditors whose identities or claims are not reasonably ascertainable, and for creditors who hold only conceivable, conjectural or speculative claims, constructive notice of the bar date by publication is sufficient" to satisfy due process. *In re Chateaugay Corp. Reomar, Inc.* , 2009 WL 367490, at *5 (Bankr. S.D.N.Y. Jan. 14, 2009) (citing *Barry v. L.F. Rothschild & Co. Inc. (In re L.F. Rothschild Holdings, Inc.)* , 1992 WL 200834, at *3 (S.D.N.Y. Aug. 3, 1992) ; *Castleman v. Liquidating Trustee* , 2007 WL 2492792, at *2 (N.D.N.Y. Aug. 28, 2007) ; *N.Y. v. N.Y., N. Haven & Hartford R.R. Co.* , 344 U.S. 293, 296, 73 S.Ct. 299, 97 L.Ed. 333 (1953) ; *Mullane* , 339 U.S. at 317, 70 S.Ct. 652 ; *Tulsa Prof'l Collection Servs., Inc. v. Pope* , 485 U.S. 478, 490, 108 S.Ct. 1340, 99 L.Ed.2d 565 (1988) ; *Chemetron Corp. v. Jones* , 72 F.3d 341, 348 (3d Cir.1995) ; *Emons Indus., Inc. v. Allen (In re Emons Indus., Inc.)* , 220 B.R. 182, 185–86 (Bankr. S.D.N.Y. 1998)). "For creditors who are not 'reasonably ascertainable,' publication notice can suffice. Nor is everyone who may conceivably have a claim properly considered a creditor entitled to actual notice." *Tulsa Prof'l Collection Servs., Inc. v. Pope* , 485 U.S. 478, 490, 108 S.Ct. 1340, 99 L.Ed.2d 565 (1988) (discussing the holding in *Mullane* , which applies equally to *in personam* and *in rem* proceedings).

This Court has repeatedly held that the unknown future asbestos claimants received due process in the 1986 proceedings. In the decision approving confirmation of the Manville Plan and overruling the due process objections made on behalf of the future claimants by the "Equity Interests and Kane Objectors," this Court noted it "has long been aware of the delicate and difficult notice problems inherent in the Debtor's efforts to equitably resolve all of its asbestos-related liabilities." *In re Johns–Manville Corp.* , 68 B.R. 618, 626 (Bankr. S.D.N.Y. 1986), *aff'd sub nom. Kane v. Johns–Manville Corp.* , 843 F.2d 636 (2d Cir. 1988) (determining that Kane, as a present claimant, did not have standing to assert the interests of future claimants and noting that the Future Claims Representative was more than competent to assert and protect the rights of future claimants). The Manville Debtors undertook a massive publicity campaign designed to give future asbestos claimants as much notice as possible. *See id.*

> That campaign provided, *inter alia* , for national television and radio advertisements, newspaper advertisements in the six leading U.S. and Canadian newspapers and in the largest circulation daily newspaper in each state, the District of Columbia and each Canadian province. This publicity campaign was designed to inform as many future asbestos claimants as possible of the impact of the Manville reorganization upon whatever rights they might have against the Debtor and give them a voice in these proceedings.

Id. The Court went on to find that the form of notice "clearly meets the standard set forth in *Mullane* where notice by publication is constitutionally adequate 'to those beneficiaries whose interests are either conjectural or future.' " *Id.* (quoting *Mullane* , 339 U.S. at 317, 70 S.Ct. 652) (further citations omitted).

In the face of an objection to the Bankruptcy Court's jurisdiction to issue the injunction restraining *all* claims against the settling insurers, the Second Circuit has already held that "the Bankruptcy Court had jurisdiction over the insurance policies as property of the debtor's estate. Moreover, the court had authority to issue
53 the *53 injunctive orders pursuant to its power to dispose of a debtor's property free and clear of third-party interests and to channel such interests to the proceeds of the disposition." *MacArthur Co. v. Johns–Manville Corp.* , 837 F.2d 89, 90 (2d Cir. 1988). On appeal to the Second Circuit, "MacArthur's primary contention on appeal is that the Bankruptcy Court lacked jurisdiction and authority to enjoin suits against Manville's insurers." *Id.* at 91. The Second Circuit found that this Court appropriately exercised jurisdiction to channel all claims against the settling insures that were "related to" the Manville insurance policies. *Id.*

Even though the Second Circuit affirmatively determined that the settling insurers were protected from all claims "related to" the Manville insurance policies, and "[d]espite the existence of the Insurance Settlement Order and the channeling injunction, asbestos plaintiffs continued to file state court actions against Travelers," and other settling insurers. *Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.)* , 2016 WL 4506702, at *3, 2016 Bankr. LEXIS 3145, at *7 (Bankr. S.D.N.Y. Aug. 26, 2016) (citing *In re Johns–Manville Corp.* , 2004 WL 1876046, at *17, 2004 Bankr. LEXIS 2519, at *48 (Bankr. S.D.N.Y. Aug. 17, 2004)).[2] "These post-confirmation 'direct action' lawsuits against Travelers asserted so-called 'novel' legal theories in an attempt to hold the insurer directly liable for its own alleged misconduct." *Id.* (citing *In re Johns–Manville Corp.* , 2004 WL 1876046, at *17–22, 2004 Bankr. LEXIS 2519, at *48–60). The direct actions generally alleged that the settling insurers "had conspired with Manville to suppress evidence Manville was aware of the

hazards of asbestos, and had engineered a fraudulent 'no duty to warn' " defense. *Id.* (citing *In re Johns–Manville Corp.* , 2004 WL 1876046, at *17–20, 2004 Bankr. LEXIS 2519, at *49–56).

[2] For an in-depth explanation of the proceedings and this Court's decision finding jurisdiction to issue the injunction against the settling insurers please refer to

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The direct action claims that were the subject of this Court's 2004 decision are precisely the type of claim Parra seeks to assert against Marsh. Parra's state court complaint alleges that all of the defendants, including Marsh, "knew or should have known through industry and medical studies ... of the health hazards ... inherent in the asbestos-containing products." Marsh's Mot. Enforce, Ex. E at 14, Aug. 6, 2010, ECF No. 3916–5. Parra's state court claims against Marsh seek to hold Marsh liable for its "negligent undertakings, conspiracy, aiding, and abetting courses of conduct," to conceal the known health hazards of asbestos from the public. *Id.* at 21. Parra alleges that Marsh "aided and abetted and conspired with Defendants ... and other entities such as Johns Manville .... [and that Parra] was exposed to asbestos from materials including, but not limited to, Johns–Manville pipe covering and Fibreboard Pabco pipe covering." *Id.* at 12. These allegations are substantively the same as those alleged in the proceedings before this Court initiated by Travelers in 2002, involving the alleged conspiracy of Marsh with Manville, based on Marsh's "relationship with asbestos manufacturer Johns–Manville for over forty years." *Id.* at 26.

The issues Parra seeks to relitigate have been extensively litigated in front of this Court and have been ruled upon. Parra is even represented by the same counsel that represented the asbestos claimants before this Court in the prior settling insurer litigation. *See* *54 *Bogdan Law Firm v. Bevan & Assocs., LPA (In re Johns–Manville Corp.)* , 2016 WL 4506702, 2016 Bankr. LEXIS 3145 (Bankr. S.D.N.Y. Aug. 26, 2016). In 2004, this Court determined that the settling insurers were protected by the Manville injunction from "direct action" lawsuits brought by asbestos claimants seeking to hold settling insurers for their own alleged misconduct. *In re Johns–Manville Corp.* , 2004 WL 1876046, 2004 Bankr. LEXIS 2519 (Bankr. S.D.N.Y. Aug. 17, 2004), *aff'd in part, vacated in part* , 340 B.R. 49 (S.D.N.Y. 2006), *vacated sub nom. Johns–Manville Corp. v. Chubb Indem. Ins. Co. (In re Johns–Manville Corp.)* , 517 F.3d 52 (2d Cir. 2008), *rev'd and remanded sub nom. Travelers Indem. Co. v. Bailey* , 557 U.S. 137, 129 S.Ct. 2195, 174 L.Ed.2d 99 (2009). This Court conclusively determined, based on a full evidentiary hearing, that the direct claims of the future asbestos claimants against the settling insurers were "related to" the Manville insurance policies. This Court explicitly found that after "countless submissions and a full evidentiary hearing later, these objections have withered away and the evidence on the record and before this Court conclusively establishes that the direct action claims against Travelers are inextricably intertwined with Travelers long relationship as Manville's insurer." *In re Johns–Manville Corp.* , 2004 WL 1876046, at *30, 2004 Bankr. LEXIS 2519, at *84. As such, these direct action lawsuits against settling insurers were covered under and barred by the original 1986 Confirmation Orders.

The Court's decision as to the settling insurers was not disturbed by the Second Circuit in its second *Chubb* decision. *See Johns–Manville Corp. v. Chubb Indemnity Ins. Co. (In re Johns–Manville Corp.)* , 600 F.3d 135 (2d Cir. 2010). Instead, the Second Circuit held that non-settling insurer Chubb, seeking indemnification and contribution from settling insurer Travelers, did not have adequate notice regarding the treatment of its claim during the 1986 proceedings. *Id.* The Second Circuit reasoned that Chubb would have had to predict the 1986 orders would exceed the Bankruptcy Court's *in rem* jurisdiction. *Id.* at 157. The Second Circuit relied on an amendment to the settling insurer agreements that attempted to

clarify that the channeling order is only intended to channel claims against the *res* to the settlement fund, and to enjoin claims against the *res* which may be asserted against the settling insurers. Based on the amendment, the Second Circuit reasoned that Chubb could not have known it was an interested party in Manville's bankruptcy or that the 1986 orders would bar its non-derivative *in personam* claims against Travelers. In other words, Chubb was not given notice sufficient to allow it to decide to opt in to the class, or opt out. *Id.* at 158. This is factually distinct from the situation now before the Court regarding Parra's claims against Marsh.

Parra would have been a future asbestos claimant at the time the 1986 Confirmation Orders were entered. Parra is now seeking to sue a settling insurer, Marsh, for alleged conspiracy with Manville and negligence in failing to warn the public. Parra is not like the non-settling insurer Chubb seeking to sue Travelers for indemnification and contribution on policy claims Chubb may be held liable for by other asbestos claimants. Instead, Parra is an asbestos claimant seeking to sue a settling insurer for claims that have been conclusively established by this Court to be sufficiently "related to" the Manville insurance policies so that Parra is enjoined by the channeling injunction in the Manville Plan and Confirmation Orders. While arguably this means that Parra's claim is in fact a claim against the *res* of the Manville bankruptcy estate, the District Court has determined that Parra's claim was
55 actually *in personam* .*55 The District Court was particularly concerned with whether the Future Claims Representative appointed in the Manville bankruptcy case was actually representing the future asbestos plaintiffs' *in personam* claims. Whether or not Parra's claims against Marsh, as claims related to the Manville insurance policies, should actually be considered *in personam* claims is neither here nor there.

In point of fact, the Future Claims Representative was fully aware of the terms of the injunction against settling insurers and the types of claims that might be enjoined. *See* Marsh's Supp. Mem. Ex. C, ECF No. 4277–3. The Future Claims Representative submitted a response to the Debtor's proposed settling insurer order, questioning whether the proposed contribution amounts were reasonable given the fact that the settling insurers would be immune from liability. *See id.* Several other parties opposed the order as well, arguing that the injunction would bar any suit against the settling insurers based upon the insurers' knowledge regarding the hazards of asbestos, whether or not it had any connection to the Manville Debtors. *See* Marsh's Supp. Mem. 8, Ex. L at 5, 12, Ex. M at 5, 11. Given the extensive litigation on this matter and the fact that the Future Claims Representative was clearly aware of the consequences of such an order and the rights of the future claimants he was appointed to represent would also be affected by such an injunction, this Court cannot conclude that future asbestos claimants such as Parra seeking to sue settling insurers did not receive constitutionally sufficient "notice" to present all their objections. The very same objections Parra seeks to make now have been heard by this Court before and conclusively determined. Future asbestos' rights, including whatever *in personam* rights they may have had, were addressed and considered by the Future Claims Representative who considered the proposed order to enjoin actions against the settling insurers.

CLASS ACTION STANDARDS

The Second Circuit, on remand from the Supreme Court, held in *Chubb* that "because the 1986 Orders purport to bind Chubb's *in personam* claims, the better due process analogy in terms of notice and representation principles is to class action settlements, not *in rem* bankruptcy proceedings." *Chubb* , 600 F.3d at 154. Those due process principles have already been considered by the Second Circuit when it approved a Rule 23

class action settlement with the Manville Trust that treats all present and future asbestos claimants as non-opt-out class members under Rule 23(b)(1)(B). *In re Joint E. & S. Dist. Asbestos Litig.* , 982 F.2d 721, 739 (2d Cir. 1992) ; *In re Joint E. & S. Dist. Asbestos Litig.* , 78 F.3d 764, 778 (2d Cir. 1996) (citations omitted).

The Manville Trust, the surviving entity that emerged from Manville's bankruptcy to ensure a recovery for all asbestos claimants, continued to pay claims until the payment mechanism in place led to serious and systemic depletion of the available Trust funds. *In re Joint E. & S. Dist. Asbestos Litig.* , 129 B.R. 710, 732 (E.D.N.Y. 1991). In response to the crisis, the Manville Trust and a group of would-be plaintiffs filed a class action case, seeking an amendment to the Trust's distribution procedures before the joint District Courts for the Southern and Eastern Districts of New York. *See id.* at 733. Bankruptcy Judge Burton Lifland was also involved in the multi-district litigation involving the Manville Trust class action settlement. *See generally id.*

On February 13, 1991, the joint district courts "entered an order and partial judgment that
56 certified a non-opt-out class pursuant *56 to Rule 23(b)(1)(B) consisting of all beneficiaries each of whom has or will have a claim either for death or personal injury caused by exposure to asbestos, or a claim for warranty, guarantee, indemnification or contribution arising from an obligation of the Trust for the payment of a death or personal injury claim." *In re Joint E & S Dist. Asbestos Litig.* , 129 B.R. 710, 776 (E.D.N.Y. 1991). The settlement specified that it is "is binding on the class that consists of all beneficiaries of the Trust who now have or in the future may have (a) any unliquidated claims for death or injury resulting from exposure to Manville asbestos, (b) any warranty, guarantee, indemnification, or contribution claims against the Trust arising from exposure to asbestos by any class member, and (c) settlements or judgments arising from any of the foregoing claims. Trust beneficiaries include those with death or personal injury claims arising from exposure to Manville asbestos prior to the confirmation date." *In re Joint E. & S. Dist. Asbestos Litig.* , 982 F.2d 721, 729 (2d Cir. 1992) (citations omitted).

After the District Court approved the terms of the Manville Trust settlement, the Second Circuit addressed and overruled an objection by the D.C. Plaintiffs made on behalf of the asbestos claimants who had filed or would filed claims for asbestos related injuries in the District of Columbia. *In re Joint E. & S. Dist. Asbestos Litig.* , 78 F.3d at 777. According to the Second Circuit, "The D.C. Plaintiffs prefer not to be bound by the Settlement because it will cost them the opportunity under District of Columbia law to recover fully from defendants other than the Trust," and that due process required them to be allowed to opt out of the class. *Id.* The Second Circuit reasoned that "whether a given group of plaintiffs should be allowed to opt out of a settlement of this litigation would depend on whether they received the protections accorded by Fed. R. Civ. P. 23." *Id.* at 778. "In the present case, the D.C. Plaintiffs have not suggested that counsel or the class representatives lacked the requisite qualifications to represent them in particular or the Plaintiff Class in general, or that class counsel neglected their duties toward their clients. Nor does the record suggest that any such contention would be meritorious." *Id.* The Second Circuit determined that the present and future claimants had been fairly and adequately represented under Rule 23 standards, and affirmed the District Court's denial of their motion to opt-out. *See id.* at 778–79. Any beneficiary under the Manville trust is a member of the non-opt out class.

The settlement proceeding was brought as a Rule 23 Class Action. The joint Courts ultimately approved a non-opt out class of plaintiffs including present and future asbestos plaintiffs. The Trust Distribution Procedures were amended to limit the right to sue the Manville Trust, and to give the Manville Trust more control over the

distribution process. *In re Joint E. & S. Dist. Asbestos Litig.* , 129 B.R. 710, 771 (E.D.N.Y. 1991). The Second Circuit approved the no-opt out class under Rule 23. *In re Joint E. & S. Dist. Asbestos Litig.* , 78 F.3d 764, 780 (2d Cir. 1996). All future asbestos plaintiffs are bound to the class. *See id.* at 777–79. The Confirmation Order and Plan were undisturbed. The only thing amended was how the Manville Trust is permitted to deal with and payout on asbestos claims according to its Trust Distribution Procedures.

Parra and Marsh agree that Parra could recover from the Manville Trust. Bogdan's Br. Prejudice 12, ECF No. 4274; Marsh's Supp. Mem. 14, Ex. K at 4. As such, Parra is a beneficiary under the Manville Trust, and would be bound by the terms
57 of the TDP, which channel all asbestos related *57 claims to the Manville Trust. *In re Joint E. & S. Districts Asbestos Litig.* , 878 F.Supp. 473, 573 (S.D.N.Y. and E.D.N.Y. 1995), *aff'd in part and vacated in part sub nom.* , *In re Joint E. & S. Districts Asbestos Litig.* , 78 F.3d 764, 774 (2d Cir. 1996) (finding "error only in the Trial Courts' refusal to decide which set-off rules are to be applied in Maryland cases.").

As such, a due process Rule 23 inquiry brings all members of the non-opt out asbestos plaintiff class right back to the 1986 channeling injunction in the Confirmation Order. As a beneficiary of the Trust, there is no escape from the Rule 23 class, which is enjoined by both the original channeling injunction and the additional injunctions in the TDP. Thus, there is no prejudice for any would-be beneficiary of the Trust, as they are part of a non-opt out Rule 23 class and subject to the injunction contained in the TDP, as well as the channeling injunction. Though the Rule 23 class action took place, the existence of the Rule 23 class action amending the terms of the TDP does not override the prior bankruptcy proceedings that took place, the 1986 Confirmation Orders, or the due process considerations that were undertaken when the Manville Plan was confirmed.

Even if the heightened due process standard under a Rule 23 class action did apply to the bankruptcy proceedings that occurred in 1986, "[c]ourts have consistently recognized that, even in Rule 23(b)(3) class actions, due process does not require that class members actually receive notice." *Juris v. Inamed Corp.* , 685 F.3d 1294, 1321 (11th Cir. 2012) (citing *Silber v. Mabon* , 18 F.3d 1449, 1453–54 (9th Cir. 1994) ; *Adams v. S. Farm Bureau Life Ins. Co.* , 417 F.Supp.2d 1373, 1380 n.6 (M.D. Ga. 2006), *aff'd* , 493 F.3d 1276 (11th Cir. 2007) ; *In re Prudential Sec. Inc. Ltd. P'ships Litig.* , 164 F.R.D. 362, 368 (S.D.N.Y. 1996), *aff'd* , 107 F.3d 3 (2d Cir. 1996) ; *Trist v. First Fed. Sav. & Loan Ass'n of Chester* , 89 F.R.D. 1, 2 (E.D. Pa. 1980) ; 4 William B. Rubenstein et al., Newberg on Class Actions § 11:53 (4th ed. 2011) ; 7AA Charles Alan Wright et al., Federal Practice & Procedure § 1789.1 (3d ed. 2005)). The Second Circuit has held that " Rule 23(c)(2) requires only that members of a Rule 23(b)(3) class be given 'the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.' " *In re "Agent Orange" Prod. Liab. Litig.* , 818 F.2d 145, 168 (2d Cir. 1987). In the Second Circuit's *In re "Agent Orange"* decision, the court did an in depth analysis of *Mullane* and the permissibility of publication notice where interested parties were unknown to the trustee. The Second Circuit interpreted the Supreme Court's holding in *Mullane* as finding that "notice by publication was permissible as to persons whose whereabouts or interests could not be determined through due diligence or whose interests were either conjectural or future." *Id.* (citing *Mullane* , 339 U.S. at 317–18, 70 S.Ct. 652).

PREJUDICE

Prejudice in the due process context occurs " 'when it is shown that an abridgment of due process is likely to have affected the outcome of the proceedings.' " *Amouri v. Holder* , 572 F.3d 29, 36 (1st Cir. 2009) (citing *Pulisir v. Mukasey* ,

524 F.3d 302, 308 (1st Cir. 2008)). For prejudice, "the relevant inquiry is whether courts can be confident in the reliability of prior proceedings when there has been a procedural defect. In considering reliability, '[t]he entire record must be considered and the probable effect of the error determined in the light of all the evidence.' " *Elliott v. GM LLC (In re Motors Liquidation Co.)* , 58 829 F.3d 135, 162 (2d Cir. 2016) (citing *58 *Lane Hollow Coal Co. v. Dir., Office of Workers' Compensation Programs* , 137 F.3d 799, 808 (4th Cir. 1998) ; *Rose v. Clark* , 478 U.S. 570, 577–78, 106 S.Ct. 3101, 92 L.Ed.2d 460 (1986)) (further citations omitted).

On remand, the question for this Court is whether assuming there was some sort of due process violation, is Parra prejudiced, taking into consideration the fact that he can recover from the Manville Trust. The answer is clearly **no** . This Court can find no procedural defect that would warrant a different outcome. Beyond the requirements of due process, and under the heightened Rule 23 standard, Parra was represented by the Future Claims Representative. The very objections Parra seeks to make now have been raised, repeatedly, and were explicitly considered by the Future Claims Representative prior to confirmation of the Manville Plan. The benefit of over 30 years of hindsight and the diminishing memory of the proceedings had in the Manville case are not an excuse to retry and replead all of the issues that were previously tried and resolved before the Court. The Future Claims Representative knew the settling insurers would be immune from suit regarding any claims "related to" the Manville insurance policies. To fall within the scope of the 1986 Confirmation Order and channeling injunction, Parra's claims against Marsh have to be "related to" the Manville insurance policies. The Future Claims Representative must have considered that his own clients, the future asbestos claimants, would also be barred from bringing suits "related to" the Manville insurance policies.

Parra argues that even if he recovers from the Manville Trust, he will be prejudiced by a deprivation of his right to pursue independent claims against Marsh. Bogdan's Br. Prejudice 3. Parra argues that deprivation of the right to sue Marsh amounts to a due process violation of service of process, claiming he was deprived of notice and the right to be heard. *Id.* at 4–6. Parra also claims he is deprived of due process on the grounds the injunction unjustly limits the amount he can recover for his injuries. *Id.* at 9–10. Due process does not preserve for time immemorial the right to assert a claim against another individual. This cannot be so or the fundamental discharge injunction in every bankruptcy case would be a due process violation. Additionally, any statute of limitations would amount to a due process violation.

The injunction does not violate Parra's due process rights to notice and an opportunity to be heard. As this Court has already determined, the Manville bankruptcy proceedings satisfied Parra's due process rights to notice and an opportunity to object. Parra was adequately represented by the Future Claims Representative who took into consideration the effect of the settling insurers' order and injunction on the rights of the future claimants.

Further, the injunction does not violate due process by limiting the amount Parra is able to recover on his injury claims. Parra does not have a due process right to recover more than is available for distribution. The *only* reason there is anything to recover for any asbestos plaintiff is the existence of the Manville Trust. The Manville Trust's purpose is to ensure there are funds available for all claimants.

The importance of the contribution and settlement of insurers cannot be overstated. The breadth of the problem is so vast—that even 35 years after this case was first filed the Court continues to deal with the aftermath. The only reason Parra has an ability to come to this Court and assert any rights

at all against a settling insurer is because this Court created the Manville Trust. That Trust did
59 two things *59 at once: it put money aside for future claimants like Parra so that they would have some recovery instead of none; and it allowed businesses, like Marsh, to continue to operate and not have to shutter their windows. The irony here is that but for the Manville Trust's existence, Parra may have no one to sue at all. If Marsh and all of the other third-party insurers had not settled, Parra may have been left to cover the full cost of his disease entirely on his own. The FCR and the Court knew this and spent countless years—nay decades—working hard to protect Parra specifically, and all future claimants generally. The Manville Trust is the only remedy for Parra; and that there is any remedy for him at all is nothing short of a miracle.

While Parra may not recover as much from the Manville Trust as he would like, it would be unfair to allow him to recover more than other similarly situated claimants. It would also be unfair to permit recovery against a settling insurer in a way that could jeopardize the continuing existence of the Manville Trust, thus, preventing recovery for the dozens, hundreds, or thousands of additional future claimants still yet unknown. As there is no dispute that Parra could submit a claim to the Manville Trust, pursuant to the District Court's questions on remand, this Court finds that Parra does not suffer any prejudice since he is able to recover from the Manville Trust. Parra received due process in every possible respect.

Conclusion

For the foregoing reasons, Marsh' motion to enforce the injunction is granted. The Court will issue a separate order in conformity with this opinion.

casetext

From: sharlafrost@me.com
Sent: Monday, November 07, 2022 3:16 PM
To: Nes, W. Brad
Subject: Covil/Penn National file: annotated chart
Attachments: Annotated case chart Document_2022-11-07_135453.pdf

[EXTERNAL EMAIL]
Brad,

In follow-up to my prior email, see attached.

Sharla

CONFIDENTIAL FROST 1028

EXHIBIT
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Case Name	Docs Attached by Tab Number	Evidence of Exposure
Archer, Jerry M - Death	01_Complaint 02_Pretrial Report 03_Plaintiff's list of work sites 04_Ps Roggs 05_Ps Responses to RFPDs 06_Depo transcript of Bob Glenn, Covil rep	Mr. Archer worked at the Kimberly Clark facility in Beech Island, South Carolina as a pipefitter during an unidentified period of time. Historical records show that Covil had installed insulation at the Kimberly Clark Beach Island facility as a subcontractor of Daniel Construction prior to Mr. Archer performing work at that site. **Tab 2, Pretrial Report.** Covil's defense counsel in its pre-trial report lists a series of bates labeled documents to establish that Covil was at the site in 1968, and again in 1971, and that materials used at the site included pipe insulation and asbestos cement **Id. at 3.** "Covil's documents and testimony do not establish that Covil performed insulation services and/or supplied materials at any of the sites at issue other than Savannah River and Kimberly Clark. These exposures did not coincide with Mr. Archer's alleged exposurers." **Id. at 8.**
Ashworth, Robert LC - WD	07_Complaint 08_Ps work sites 09_Ps Roggs 10_Ps Responses to RFPDs 11_Covil's MSJ 12_Ex. 3 to Covil's MSJ 13_Plaintiff's Opposition to Covil's MSJ 14 to 17_Exhibits 12 to 15 to P's Opp. to Covil's MSJ 18_Depo Summary from Plaintiff's deposition 19 and 20_Robert Ashworth depo transcripts 21_Summary of Smitty Montgomery testimony Rollins depo: "Corval" insulation removal 155:14 - 156:13	Mr. Ashworth was employed as a laborer, pipefitter, welder, and carpenter from 1968 to 2006 at many jobsites, including the Bowater paper mill and the Celanese facility in Rock Hill, South Carolina. **Tab 8, Work Site Sheet.** Our MSJ states: "the only witness to identify Covil is Mr. Ashworth's stepson, David Rollins. Mr. Rollins's testimony is weak, at best. The only connection that Mr. Rollins made between Covil and any of Mr. Ashworth's job sites is that he 'thinks' either Covil or another insulation company removed insulation at either the Bowater facility or the Celandese facility in Rock Hill, SC, **long after Mr. Ashworth worked at either of those sites.**" **Tab 11 at 2.** "Mr. Ashworth worked at Celanese in 1980 to 1981 doing mostly valve work associated with boilers . . . . Covil records indicate that Celanese Rock Hill was a long time customer of Covil. Beginning in late 1960s and 1970s, Covil was supplying the asbestos containing thermal insulation to Celanese Rock Hill . . . . Covil's records further corroborate Covil's **continued presence** at Celanese Rock Hill during this time period, listing the Celanese Rock Hill plant amount projects **long in progress** as of December 10, 1981, **at the same time Joey Ashworth was working shutdowns at Celanese Rock Hill. Tab 12, Opposition to Covil's MSJ, see also Tab 17 (Ex. 15, COV_09122).** A Daniel worker, who worked at Celanese during the same period as Mr. Ashworth doing the same job as Mr. Ashworth--pipefitting--testified that Covil workers worked at Celanese Rock Hill continuously throughout the 1970 to 1985 time period." pp. 2-3. **See Tab 84, Ex. 44** ("Edward Cornwell uses Cell River Plant in Rock Hill and Celanese synonymsouly. **Exhibit 44, Cornwell deposition, 37:12-17.** Cornwell was there from roughly 1970 to 1985 and Covil was in and out the entire time. **57:22-59:11**). "The asbestos products they used included Covil and Starr Davis, who sent in subcontractors. The asbestos insulators were 'everywhere.'" p. 3.
Aspray, Robert M -	22_Complaint 23_Plaintiff's work history sheet 24_2nd Amended Complaint 25_Ps Roggs 26_Covil's Amended MSJ 27_Plaintiff's Opposition to Covil's MSJ 28_Paul Haynes deposition transcript	Mr. Aspray worked as an electrician between 1953 and 1997 at many different jobsites, including DuPont in Camden, South Carolina. **Tab 23, Work History Sheet.** "Mr. Aspray's co-worker, Paul Haynes, did not recall personally meeting Mr. Aspray but testified that electricians were regularly contracted by DuPont at the Camden facility." **Tab 27, MSJ Opposition, at 2.** Haynes provided extensive testimony regarding the work that electricians performed at DuPont Camden, including that electricians worked side-by-side with the maintenance team. ***Id.* at 2-3.** "Finally, Covil's current corporate representative, Robert Glenn, testified that there was **overlap of work being done while Mr. Aspray was present on the job site** at least one of Mr. Aspray's confirmed places of work." p. 9. **Glenn Dep, Tab 6, 31:5-32:1.**
Campbell, Jerry M -	29_Complaint 30_First Amended Complaint 31_Plaintiff's work history sheet 32_Ps Roggs 33_Ps Responses to RFPDs 34_Ps Supp Roggs 35_Ps Supp Roggs and RFPDs 36_Covil's MSJ 37 to 39_Milton Sanders deposition transcripts 40_Jerry Campbell's 1999 deposition transcript 41_Jerry Campbell's 2021 deposition transcript	Mr. Campbell worked for Duke Power Company at various of its locations as a carpenter between 1969 and 1979, and as a civil maintenance technician between 1979 and 1991. **Answers to Interrogatories, Tab 32, at 3. Tab 40, 1999 Deposition**: Covil insulators were at the Oconee Nuclear Plant the "entire time" he was there (1969-1973). **26:6-17; *see also* Tab 41, 2021 Deposition at 25:6-26:3.** He recalled that Covil had an office near the turbine building at Oconee. **Tab 41 at 49.** Mr. Campbell also recalled that Covil employees were present at the Duke McGuire facility while he worked there. **Id. at 58.**
D'Amico, Julian Jr. M - WD	42_Complaint 43_Ps Roggs 44_Ps RFPDs 45_Covil's MSJ 46_Plaintiff's opposition to Covil's MSJ 47 to 49_Ps deposition transcripts from 1994, 1999 and 2001 Prior Baron & Budd plaintiff	Mr. D'Amico worked as an engineer, superintendent, and manager for Duke Power at 8 of the Duke Power facilities between 1951 and 1989. **Tab 43, Answer to Interrogatory 4, at 3-4.** No mention of Covil in his three depositions. However, information from depositions of Covil employees, including Palmer Covil, James Covil, and Robert Glenn, provides a connection between the jobsites where Mr. D'Amico worked and Covil employees performing work at the same time at those same facilities. **Tab 46, Opposition to MSJ, at 4-6.** "As it relates specifically to Julian D'Amico, Covil testified, through its corporate representative Robert Glenn, that Julian D'Amico likely worked in **close proximity to Covil's insulators while working** at the Duke Power facilities . . . . Additionally, notes made and used by Covil during its deposition reflect its presence at a number of Duke Power facilities **while Mr. D'Amico worked at the same site.**" p. 5 (**citing Glenn Dep., Tab 6, 17:16-25).**
Garren, Galen LC - Living	50_Complaint 51_Ps Roggs 52_Ps Roggs and RFPDs 53_Covil's MSJ 54 and 55_Plaintiff's deposition transcripts	Mr. Garren's answers to interrogatories indicate that he was employed as a welder for Duke Power Company between 1977 and 2008 at various of Duke Power's power generating facilities in North and South Carolina. **Tab 51, Answer to Interrogatory 4, at 4.** Identified "Covil insulators" in response to **Rog No. 4 (Tab 51).** In his deposition, Mr. Garren recalled generally that Covil insulators worked at Duke power plant sites. **Tab 54, Deposition Volume 1 at 52-53.** When asked specifically at what sites he recalled Covil insulators, he testified that he remembered working around Covil employees at the Catawba, McGuire, and Oconee facilities, as well as the Robinson Nuclear Plant in Hartsville, South Carolina. **Id. at 109-110.** Mr. Garren testified that Covil removed old insulation and installed new insulation, and he would see them walk through the jobsite with the material they were working with. **Id. at 112-113, Tab 55, Vol. 2 at 14-17.** Mr. Garren testified that he recalled seeing Covil employees at McGuire Steam Plant in the late 1970s or early 1980s, and he was "sure I worked around Covil employees while they were insulating...probably within 10 feet." **Tab 55, Vol. 2 at 22-24.** Mr. Garren also recalled Covil insulators at Catawba Steam plant in 1981 or 1982, and they were installing new insulation on pipes. **Id. at 24-25.** He recalled Covil generally, and did not have a specific recollection of a specific time that he worked around a Covil insulator. **Id. at 34-35.**
Jolly, Beverly Dale M - WD	56_Complaint 57_2nd Amended Complaint 58_Ps work sites 59_Ps Roggs 60_Covil's MSJ 61_Covil's Amended MSJ 62_Duke sites exposure analysis by Ellis Winters	**Tab 58: Work Sites Sheet**: "As a child, Dale Jolly's father began working for Duke Power when Jolly was only 3 years old. Dale Jolly's father worked for Duke Power from 1946 - 1984. Jolly testified he remembered his father working in the Duke power plants, specifically but not limited to Duke Marshall, Duke Belews Creek, Duke Catawaba, and Duke McGuire, as well as all the Duke fossil fuel plants generally . . . . **Mr. Jolly's father's work around employees for Covil,** Starr-Davis, and Southern Insulation exposed Mr. Jolly's father to asbestos which he brought home on his clothing and person, and which daily exposed the decedent to elevated levels of asbestos." Mr. Jolly also worked at Duke facilities himself: "Mr. Jolly was employed as a pipefitter for Duke Power between 1979 and 2003 at a long list of Duke facilities, including Marshall, McGuire, Catawba, Oconee, Belews Creek, Buck, Cherokee, Riverbend, Allen, Dan River, Mayo, Cliffside, and Asheville." The written discovery further noted, "Mr. Jolly's work around employees for Covil . . . as well as to insulation products supplied by these defendants, exposed Mr. Jolly to asbestos during his time at Duke." **Tab 62, Ellis & Winters job site analysis**: "Covil Corporation performed contract insulation work at Duke Power Belews Creek in the 1970s and provided materials to Belews Creek in the 1970s and 80s. It appears that during the 1970s, Covil contracted directly with Duke Power for labor and materials for all non-turbine-related insulation needs on Units One and Two." **p. 1.**
Jonas, Ronnie M - Living	63_Complaint 64_Ps Roggs	**Tab 64, Plaintiff Interrogatories at ATI 4, page 3:** Mr. Jonas's answers to interrogatories indicate that he worked as a welder and welder's helper at Catawba Nuclear Power Plant in York, South Carolina between 1977 and 1984. He

	65_Ps RFPDs 66_Covil's MSJ 67_Plaintiff's Opposition to Covil's MSJ 68_George Fincher deposition transcript 69_Charles Bell deposition transcript	continued to work for Duke Power in various capacities until 2003. **Tab 67, Opp to MSJ**: George Fincher (former coworker at Duke Power's Catawba Plant) specifically recalled Covil's presence at the Duke Power facilities. He testified that Duke hired Covil to insulate equipment and products during the construction of Catawba. He noted that he first saw Covil on site from 1981 through 1983. He also noted that he thought Covil was the only insulation contractor working at Duke Power's nuclear plants. **Tab 68, George Fincher, Jr. Deposition**: Knew Ronnie for 30 years; worked with him at Catawaba Nuclear Plant. **11:7-12:2**. At the time, George worked as a pipefitter and Ronnie a welder. **11:17-22**. At Catawba, although the welders and pipefitters have their own work crews, they ocassionally were assigned to work together. **15:10-18**. George and Ronnie were often paired together, but even when they were not partners, they worked in the same area. **16:7-10**. George noted that he and Ronnie primarily worked in the turbine building at Catawba running pipe and installing equipment, but they also worked in the auxiliary and reactor buildings. **16:18-19:1**. George specifically recalled Covil's presence at the Duke Power facilities. He testified that Duke hired Covil to insulate equipment and products during the construction of Catawba. **24:3-25:3**. George saw Covil on site 1981-1983 and recalled them being the only insulation contractor at Duke Power's nuclear plants. **284:25-285:20**.
Knight, Teddy Sr. M - WD	70_Complaint 71_Ps work sites 72_Ps Roggs 73_Ps RFPDs 74_Covil's Amended MSJ 75_Plaintiff's Opposition to Covil's MSJ 76_Robert Cassidy deposition transcript 77_Kenneth "Randy" Knight deposition transcript	According to plaintiffs' answers to interrogatories, Mr. Knight worked as a pipefitter and welder at various sites throughout South Carolina between 1966 and 1973, including Carolina Eastman and Ethyl. **Tab 72, Answer to Interrogatory No. 3, at page 4**. He then was self-employed with The Masters Company, providing industrial HVAC services at facilities throughout North and South Carolina between 1973 and 1978, before returning to work as a pipefitter and welder at jobsites including Ethyl, Greenwood Mills, and Carolina Eastman. **Id. at 4-5**. Robert Cassidy worked with Teddy at multiple sites, including Carolina Eastman. **Tab 76, Cassidy Deposition 26:3-25**. He remembered Covil insulation contractors at work sites, but couldn't specify which ones. He said that were a "big shop there in Columbia." **164:25-165:9**. Plaintiff's younger brother, Randy, worked with him at Ethyl in the mid to late 1970s. **Tab 77, Knight Deposition at 16:16-18, 40:4-19**. Teddy worked on new construction in the piping department. **40:10-41:5**. He remembers insulations working at the plant. **42:6-15**. Specifically recalled Covil present **159:19-160:1**. Covil supplied insulation. **185:25-186:9**. Recalled Covil trucks unloading insulation at the facility. **183:20-184:2**.
Morgan, Edward Sr. LC - Living A for Wife	78_Complaint 79_1st Amended Complaint 80_Ps Roggs 81_Ps RFPDs 82_Covil's MSJ 83_Ps Opposition to Covil's MSJ 84_P's Opposition exhibit excerpts 85 to 91_Edward Morgan's deposition transcripts	Mr. Morgan worked for Davis Electrical alongside Daniel Construction at many sites between 1964 and 1967, including the Champion Paper Mill in Canton, North Carolina. **Tab 83, Opposition to MSJ at 4**. He was a "top helper" for electrical work at the site, and worked in close proximity to insulators who were insulating lines and cement. **Id.** According to plaintiffs, "Covil records indicate that the Champion Paper mill in Canton, North Carolina was among Covil's largest early industrial insulation jobs, which Covil completed in 1965. Records indicate Covil was on site with insulators by at least 1963, confirming overlap [] with Mr. Morgan at Champion Paper in Canton, NC." **Id. at 8**. Edward Cornwell uses Cell River Plant in Rock Hill and Celanese synonymsouly. **Tab 84, Exhibit 44, Cornwell deposition, 37:12-17**. Cornwell was there from roughly 1970 to 1985 and Covil was in and out the entire time. **57:22-59:11**.
Moss, Gary Jay M - WD	92_Complaint 93_Amended Complaint 94_Pretrial report 95_Ps Roggs 96_Ps Roggs and RFPDs 97_Covil's MSJ 98_Exposure Reports re. Duke sites 99_Gary Moss Depo Summary 100 to 102_Gary Moss transcripts	Mr. Moss worked as an MDE welding inspector at Duke Power's Catawba Nuclear Station from November 1981 to 1985. **Pre-trial Report at 6**. He recalled that he was around "a lot of grinding and that kind of work," and he was "around dust at the plant, but he did not know whether the dust contained asbestos." *Id.* "Significant documentary and deposition evidence shows that Covil provided insulation labor and materials for construction of the Catawba Nuclear Plant, at least in the early 1980s . . . Invoices and purchase orders make clear that Covil stayed on the job until 1983." *Id.* **Tab 98** establishes links between Covil and Duke. No mention of Covil in Moss's deposition transcript, however, he identifies the Daniel Construction and Duke plants where he worked (pages aren't numbered).
Murphy, Nicholas M - Living	103_Complaint 104_First Amended Complaint 105_2nd Amended Complaint 106_Initial Report 107_Ps Roggs 108_Ps RFPDs 109_Covil's MSJ 110_Murphy depo summary 111 to 116_Murphy's deposition transcripts	According to the Ellis & Winters initial report, Mr. Moss testified that he worked for Daniel Construction and Brown & Root as a welder at the Bowater Paper Mill in Catawba, South Carolina between 1974 and 1978 **Tab 106, Initial Report, at 4**. Ellis & Winters' review of the Covil documents and testimony establishes that Covil supplied both insulation and contracting services to the mill prior to Murphy's arrival at the facility. **Id. at 5.**
Sims, Waymon Jr. LC - WD	117_Complaint 118_Initial Report 119_Ps Roggs 120_Ps RFPDs 121_Covil's MSJ 122_Plaintiff's Opposition to Covil's MSJ (some exhibits attached) Lifelong non-smoker Roggli found no plaques	Waymon Sims worked at the Lee Steam Station as a coal handler and helper from 1979 to 1997. **Tab 119, answer to Interrogatory 4, Tab 118 at 2**. According to Mr. Sims' coworker, Larry Davenport, coal yard workers were sometimes called into the main plant to assist with repair and maintenance work, or during a shutdown. **Tab 122, Opposition to MSJ at 3**. He recalled that he and his co-workers worked nearby others removing insulation from equipment. **Id. at 4.** A second co-worker, Leslie Holiday, corroborated that coal yard workers were called into the plant, confirmed that he saw Mr. Sims working at the Lee plant during outages, and also confirmed that contractors were present at the facility during outages. *Id.* **at 4-5**. He recalled that much of the equipment at the facility was insulated. **Id. at 5. Tab 122, material and labor invoices,** show Covil was there during the 1970s, 80s, and 90s, but don't show when Covil left. Mr. Sims also worked as a thread machine operator at the Dow Badische Plant in Anderson, South Carolina between 1973 and 1978. **Tab 118, Initial Report at 3.** Covil records demonstrate that Covil employees worked on maintenance projects consistently between 1967 and 1982. *Id.* Two former Covil employees, Dwaine Waters and John Arrowood, provided deposition testimony regarding their work at this site. **Id. at 4**. Mr. Waters' testimony included that Covil provided asbestos-containing insulation to the site in boxes labeled "asbestos-free" in 1974.
Wannamaker, Tommy M - Living	123_Complaint 124_2nd Amended Complaint 125_3rd Amended Complaint 126_Initial Report 127_Ps Roggs 128_Ps RFPDs 129_Covil's MSJ 130 to 133_Tommy Wannamaker deposition transcripts	Mr. Wannamaker worked as a pipefitter, steamfitter, insulator, and welder between 1964 and 2014 at various locations in South Carolina, including many known Covil sites. **Tab 126, Initial Report at 3-5.** Among the locations at which Mr. Wannamaker worked was as a welder at the Winnyah power plant in Georgetown, South Carolina, between 1977 and 1979. **Id. at 10.** According to the Ellis & Winters initial report, Covil "provided materials and performed insulation contracting for various jobs at the Winyah Bay Power Plant's Units Two through Four during the late 1970s and early 1980s." **Id. at 11.**

North Carolina Claims Service Office
Claims Central Imaging Location
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866.496.4764 fax

www.PennNationalInsurance.com

PENN NATIONAL INSURANCE

September 1, 2022

Peter Protopapas
Rikard & Protopapas
P.O. Box 5640
Columbia, SC 29250

Certified Mail / Return Receipt

RE: Covil Corporation Asbestos Litigation

Our Insured : Covil Corporation, Inc.
Claim #: 089 83287
Policy #: 525 502853 7 and 525 502853 8

Dear Mr. Protopapas:

As you are aware Penn National Mutual Casualty Insurance Company ("Penn National") has defended multiple actions naming Covil Corporation, Inc. ("Covil") as a defendant as captioned above.

Penn National provided your office with the general liability policies issued to Covil for the policy periods of March 31, 1986 to 1987 and March 31, 1987 to 1988 (2 consecutive years). Each policy has a $1,000,000 per occurrence/aggregate policy limit, subject to the terms, conditions and endorsements that compose the entire policy.

During the course of the defense of these actions, Penn National was called upon to participate in the settlement of several actions and made settlement payments totaling $613,672.50, as follows:

Archer, Jerry Sr	$2,082.50
Ashworth, Robert	$3,945.00
Aspray, Robert	$24,990.00
Campbell, Jerry	$59,375.00
D'Amico, Julian Jr	$29,155.00
Garren, Galen	$10,000.00
Jolly, Beverly Dale	$87,500.00
Jonas, Ronnie	$81,000.00
Knight, Teddy Sr	$43,750.00
Morgan, Edward Sr	$20,000.00
Moss, Gary Jay	$87,500.00
Murphy, Nicholas	$75,000.00
Sims, Waymon Jr	$59,375.00
Wannamaker, Tommy	$30,000.00

As a result of the above referenced settlement payments, this letter serves to advise you as Covil's Court appointed Receiver that the global aggregate policy limits applicable under the two policies issued to Covil are impaired by $613,672.50. The remaining aggregate limit for the two

EXHIBIT
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policy periods ($1,000,000 per policy period or $2,000,000 total coverage) is now $1,386,327.50. Penn National will continue to keep your office updated with any potential future impairment of the policy limits as additional cases are resolved with Penn National's participation. There are several cases that we understand are resolved or in the process of resolution that may further reduce the available remaining policy limits under these policies.

If there are any questions or concerns about the above settlement amounts, please feel free to contact the undersigned.

Sincerely,
Penn National Insurance

Boyd Wright
CPCU, ARM-P, AIC, AMIM
HO Senior Claim Examiner
1.800.877.7366 x 4297
1.866.496.4764 fax

- 12301 -

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From: sharlafrost@me.com
Sent: Monday, November 07, 2022 12:49 PM
To: McCulloch Semlinger, Lauren A.
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Subject: CV
Attachments: Sharla J. Frost -- CV (November 7 2022).docx

[EXTERNAL EMAIL]

Here is my latest updated CV to reflect last week's presentation.

Sharla

EXHIBIT
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Sharla J. Frost

3230 E. 2105 Road
Hugo, Ok 74743

Born: November 26, 1961, Paris, Texas

Education:

Southeastern Oklahoma State University, Durant, Oklahoma, B.A. with honors (double major English/Speech Communication) (1980-1984) (Full Academic Scholarship)

Baylor School of Law, Waco, Texas (1984-1987) (Jaworski Full Academic Scholarship)

Legal Employment:

Sharla J. Frost, Attorney at Law, P.C. Houston, Texas (July 2020-present); Strategic and Litigation Consultant, Expert Witness, Mediator, Settlement Negotiator.
Tucker Ellis, LLP, Houston, Texas: Partner (May 2015-June 2020); Litigation practice, Settlement Negotiator, Mediation.
Wilson Elser Moskowitz Edelman & Dicker, LLP, Houston, Texas: Regional Managing Partner (2013-April 2015); Litigation practice.
Powers & Frost, Houston, Texas: Managing Partner and Co-founder of the firm (1994-2012); Litigation practice, Expert Witness, Mediator.
Roberts, Markel, Folger & Powers, Houston, Texas: Associate (1993-1994); General Litigation, Toxic Tort Section.
Holtzman & Urquhart, Houston, Texas: Associate (1989-1993); Products Liability Section.
Fulbright & Jaworski, Houston, Texas: Associate (1987-1989); Commercial Litigation; Summer Associate (1986).
Strasburger & Price, Dallas, Texas: Summer Associate (1986).
Burlington Northern Railroad Company (Now Burlington Northern Santa Fe Railroad Company), Fort Worth, Texas: Summer Associate (1985).

Licenses and Admissions:

Texas State Bar, Admitted 1987
Oklahoma State Bar, Admitted 2001
Colorado State Bar, Admitted 2002; Inactive status as of May 2020
West Virginia State Bar, Admitted 2002; Inactive status as of May 2020
Mississippi State Bar, Admitted 2005; Inactive status as of May 2020
United States Courts for the Eastern District of Texas, Admitted 1990
United States Courts for the Western District of Texas, Admitted 1989
United States Courts for the Southern District of Texas, Admitted 1988
United States Courts for the Northern Districts of Texas, Admitted 1990

United States District Court for the Western District of Oklahoma, Admitted 1989
United States District Court for the Southern District of West Virginia, Admitted 2002
United States Court of Appeals for the Fifth Circuit, Admitted 1997.
United States District Court for the Northern District of Mississippi, Admitted 2010
United States District Court for the Southern District of Mississippi, Admitted 2010
Supreme Court of Mississippi, Admitted 2010; Inactive status as of May 2020
Supreme Court of the United States, Admitted 2012

Ms. Frost has represented clients in trial by pro hac vice admission in the following states: Alabama, California, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Massachusetts, Maryland, Michigan, Missouri, New York, New Jersey, Nevada, Ohio, Oregon, Rhode Island, South Carolina, and Washington.

Ms. Frost served as first chair trial counsel for a contested bankruptcy confirmation matter in the Southern District of New York. She has represented both American and European clients in commercial and products liability litigation throughout the United States.

During more than three decades of trial practice, Ms. Frost served as first chair in many mass trials, including the largest ever all-issues asbestos trial, which was tried in Houston state court in 1989. Ms. Frost was selected as an arbitration counsel for the Fibreboard Corporation during the early stages of its bankruptcy and presented the Trust's position in numerous arbitrations from Georgia to California. She has served as a member of the national trial teams for American Optical, Dana, Georgia Pacific, Johnson & Johnson, Kelsey Hayes, and the Turner & Newell Trust. She previously has served as Pfizer Inc's national coordinating trial counsel for asbestos litigation and continues to serve as settlement negotiator for Pfizer in asbestos and talc litigation.

She successfully defended a succession of manufacturers of asbestos containing products in numerous cases since 1989, including having obtained nine defense verdicts in asbestos personal injury cases in Texas, Kentucky, Georgia and California between 2001 and 2017, including three cases involving living mesothelioma claimants. She also obtained a defense verdict in a silicosis death case in Port Gibson, Mississippi in 2013. In 2017, she served as first chair trial counsel for Johnson & Johnson in its successful defense of the first mesothelioma case alleging that cosmetic talc had caused the plaintiff's injury. The talc case was recognized as the most significant defense win in the United States for 2017 by Courtroom Video Network (CVN). She was chosen as The Best Lawyers in

America – 2018 Houston Lawyer of the Year (Products Liability Litigation-Defendants).

Ms. Frost represented an international pharmaceutical company in a series of cases involving allegations of injury associated with the use of prescription anti-coagulants. She served as a member of the trial team for a pharmaceutical company in the Hormone Therapy litigation. She served as the American trial counsel for a French based silicone breast implant manufacturer.

Ms. Frost currently serves as an expert witness in a variety of legal disputes. She also provides strategic settlement and litigation management advice to corporate defendants in high risk and repetitive litigation matters. She serves as a mediator in select toxic tort cases at the request of litigants.

Honors and Achievements:

Ms. Frost served as the 2010-2011 President of Litigation Counsel of America ("LCA"), an invitation-only trial lawyer honorary society that includes less than one-half of one percent of American lawyers. She was elected a member of the American Board of Trial Advocates ("ABOTA"), an organization devoted to the preservation of the American system of jury trials and has been active in the Houston area chapter of Women of ABOTA (WABOTA). Like LCA, ABOTA is an invitation-only organization. She was selected as a Texas SuperLawyer each year from 2004 to 2020.

She was repeatedly recognized by the Best Lawyers in America, including being named by the organization as 2018 Houston Lawyer of the Year – Product Liability Litigation/Defendants. Chambers USA recognized her achievements in Product Liability & Mass Torts (Nationwide) (2017, 2018, 2019, and 2020) and "Spotlight Table" in Product Liability: Mass Torts (Nationwide) (2017-2020).

She has been listed in various national registries regarding professional achievements, including Who's Who Registry of Business Leaders; Who's Who Among Rising Young Americans; The World Who's Who of Women, and Sterling Who's Who. She was recognized as a Distinguished Alumni by Southeastern Oklahoma State University in 2004.

Sharla is a recognized author and invited speaker on a wide-variety of legal issues, with a specific focus on the challenges faced by women lawyers. She has been a frequent contributor to the National Association of Women Lawyers on topics related to the business of law and how women lawyers can improve their business development skills.

Professional:

Houston Bar Association, member

Defense Research Institute, member
Texas State Bar, member
Oklahoma Bar Association, member
Colorado Bar Association, member (inactive)
West Virginia Bar Association, member (inactive)
Mississippi Bar Association, member (inactive)
International Association of Defense Counsel, elected to membership 2003
Houston Bar Foundation Fellow
Texas Association of Women Lawyers, member
Houston Volunteer Public Lawyers, Public Schools Committee, Member 1990
Women's Rainmakers Roundtable, 2002-2003
National Association of Women Lawyers, member 2005 to present
National Association of Women Lawyers, Subcommittee on the Evaluation of Supreme Court Nominees, 2005 to 2020
Inns of Court, Houston Chapter, member
Texas Super Lawyer, 2004-2020
Mealey's Defense Toxic Tort Advisory Council, 2006
DRI Women in the Courtroom Committee, appointed member, August 2007-2010
Editor, Women in the Courtroom Committee Column for DRI For The Defense (FTD) Magazine, 2007-2008
Litigation Counsel of America, elected to membership, 2008; Vice-President, 2009; President 2010-2011
American Board of Trial Advocates, elected to membership, 2008
DRI Europe Liaison Committee, Committee Vice-Chair, appointed 2009
DRI Women in the Law Committee, At-Large Member, appointed 2010
DRI R&D Committee, appointed member 2010
IADC International Committee, member, 2009 to present
IADC Trial Techniques and Tactics Committee, member, 2009 to present
IADC Diversity Committee, member, 2009 to present
Chambers USA, Product Liability & Mass Torts (Nationwide) 2017 - 2020 and "Spotlight Table" in Product Liability: Mass Torts (Nationwide) 2017, 2018, 2019, and 2020.
The Best Lawyers in America – 2018 Houston Lawyer of the Year (Products Liability Litigation-Defendants)

Community Activities:

British American Business Association (now British American Chamber of Commerce), member 1990-1996; Board of Directors 1993-1996
Steering Committee, Southeastern Oklahoma State University Student Union Project, 2004-2005
Alumni Association Board of Directors, Southeastern Oklahoma State University, 2006 to 2022
Southeastern Oklahoma State University Foundation Board, 2015 to present

Fort Towson Homecoming Committee, Fort Towson, Oklahoma, Publicity Director, 2008 to present
Fort Towson Alumni Association Scholarship Committee, Director, 2006 to 2010
ReCreate Fort Towson Foundation (501(c)(3), Board of Directors, 2018 to present
City Attorney, Town of Fort Towson, Oklahoma, October 15, 2020 to present
Friends of the Fort [Towson], Board of Directors, January 2021 to present
Fort Towson Chamber of Commerce, Board of Directors, June 2021 to present
Oklahoma SE (Regional Chamber of Commerce), member on behalf of Fort Towson, October 2020 to present; Vice-Chair 2021-2023; Chair elect for 2023-2025.

Law School Awards:

Jaworski Scholarship, 1984-1987 (Full Academic Scholarship)
Baylor Order of Barristers, Inducted Spring 1985
State Bar of Texas Moot Court Competition Team Member, Fall 1985
Baylor Law School Moot Court Competition, Best Brief, Spring 1986
First Place, Fall Moot Court Competition, Fall 1986
Best Oral Advocate, Fall Moot Court Competition, 1986
Harvey M. Richie Moot Court Society, member
Williams, Pattillo and Squires Outstanding Advocate Award, Spring 1987
Student Bar Association, Executive Secretary, 1986
Dawson Sodd Moot Court Award, Spring 1987
John W. Joyce Moot Court Award, Spring 1987
Phi Alpha Delta, member 1986
Who's Who Among American Law Students, 1986
Honors List: Fall 1984, Winter 1984, Spring 1985, Spring 1987
Teaching Assistant, Legal Methods I, 1985-1986
Grading Assistant, Legal Methods II, 1986-1987

Presentations:

Andrews Litigation Seminar, New Orleans, Louisiana. Presentation: *"Effective Techniques in Deposing Co-Workers: Pre-Trial Strategies for Keeping Your Clients Out of Trouble."* April 2003.
Defense Research Institute, Asbestos Medicine Seminar, Miami, Florida. Presentation and accompanying paper: *Jury Selection: Contemporary Issues and Techniques*. November 2003.
Texas Women Lawyers Association, El Paso, Texas. Presentation and accompanying paper: "*Rainmaking: Ending the Drought."* February 2004.
St. Paul Insurance Company Trial Seminar, Baltimore, Maryland. Presentation: *Expert Witnesses: Direct and Cross*. March 2004.
Andrews Litigation Seminar, New Orleans, Louisiana. Presentation and accompanying paper: *30 Minute Juries: How to Pick a Jury in a Ridiculously Short Period of Time.* April 2004.

Mealy's Welding Rod Litigation Conference, Presentation and accompanying paper: *Issues to Explore in Plaintiff and Co-worker Deposition,* March 15, 2005.
Andrews Litigation Seminar, New Orleans, Louisiana. Presentation: "*Stop, Look and Listen: Rules for Jury Selection."* April 30, 2005.
DRI Preeminent Trial Lawyer Seminar, Presentation: Defendant's Opening Statement and associated paper: *Defendant's Opening Statement: Controlling Pandora's Box;* September 30-October 2, 2005.
Andrews Asbestos Litigation Seminar, Conference Co-Chair, San Antonio, Texas, April 2006.
Women in Products Liability Law, Invited Moderator, Las Vegas, Nevada, September, 14, 2006.
Mealey's Medicine for Lawyers Teleconference Series: Pulmonology, "*Pulmonology for Attorneys*", January 30, 2007.
The American Association of Nurse Attorney's 26th Annual Meeting & Educational Conference, speaker on the topic "*Client Development for Solo and Small Firm Practices*" and on a panel discussion entitled "*From the Trenches: Been There Done That*." Newport, Rhode Island, November 1, 2007.
Rainmaking Lessons from a Top Woman Litigator, SageLaw Marketing.com, web seminar, November 7, 2007.
Baylor Law School, Women Law Student Seminar Luncheon, speaker "*Negotiating the Profession: Benefits and Burdens of a Women Lawyer*", February 20, 2008.
Mealey's Asbestos Medicine Seminar, invited panelist, Beverly Hills, California: "*Venue Issues Part l: The Phenomenon of the "Selected Jurisdiction*", March 3, 2008.
Southeastern Oklahoma State University Honor Program Spring Symposium, "*Connect the Dots: How Your Time at Southeastern Provides You the Basis for Lifetime Success*", March 6, 2008.
Illinois Association of Defense Trial Counsel: What Women Lawyers Want and Need – Seminar, Chicago, Speaker, "*As Good As It Gets*" [A template for a business development plan], April 4, 2008.
DRI panelist on the panel discussion entitled, "*Minority Recruiting: Laterals v. Home Grown Talent; Majority Law Schools v. HBCU's; Relevancy of Law School Rankings*", DRI Diversity Seminar, Chicago, June 12, 2008.
IADC Trial Academy, Faculty Member, January 23-24, 2009, South Texas College of Law, Houston, Texas.
Litigation Counsel of America Symposium participant, *One Big Happy: Multi-Firm, Multi-Counsel Trial Teams*, Chicago, Illinois, August 2009.
Texas Minority Counsel Program, *Pick me, Pick me! Marketing in a Difficult Financial Climate,* Discussion Panel participant, San Antonio, Texas, September 3, 2009.
ABA Chemical Subcommittee Regional Meeting, Panel Member, Chemical Products Liability Regional Workshop, Houston, Texas, September 11, 2009.
Texas Women Lawyers, Women Lawyers' CLE: *Artful Intelligence: Teaching Tools and Techniques for Best Lawyering, Panel Member on "The Art of Law Practice,"* Houston, Texas, February 19, 2010.

DRI Sharing Success—A Seminar for Women Lawyers, Presentation *"Business '101' for the Female Lawyers,"* Scottsdale, Arizona, March 25-26, 2010.
Houston Bar Association Law Practice Management, CLE session "Marketing Your Law Firm in a Difficult Economy", Houston, Texas, September 16, 2010.
HB Litigation Conference, "*Trying An Asbestos Case – How to Get the 'W*': '*Defendant –New Client Intake,'"* Philadelphia, Pennsylvania, January 25, 2011.
Perrin National Asbestos Conference, Moderator, *"The Latest Advancement in Asbestos Medicine,"* San Francisco, California, September 18-21, 2011.
DRI Asbestos Medicine Seminar, Panel Member *"Where Has the Litigation Been? Verdicts and Appellate Rulings of 2011,"* Las Vegas, Nevada, November 10-11, 2011.
DRI Europe—The Changing Landscape of International Litigation: *Hot Topics, Presentation "Asset Freezing Orders,"* Barcelona, Spain, November 17-18, 2011.
ABA Products Liability, Mass Torts and Environmental Law Committees' Joint CLE, Presentation "*You're Only Young Once: Business Development for the Associate Lawyer,*" Hollywood, Florida, January 20, 2012.
DRI Rainmaking Seminar, Co-Panelist, *"Succeeding in the Rainmaking World: Strategic and Effective Use of Lawyer Associations,"* Las Vegas, Nevada, March 14-16, 2012.
Minority Corporate Counsel Association (MCCA) 11th Annual CLE Expo, Panelist, "*Seismic Shifts in Consumer Class Action Litigation: Clarity Begets Creativity*," Chicago, Illinois, March 20-22, 2012.
Bank of America 2nd Annual Roundtable Summit, Panelist, Charlotte, NC, April 8, 2013.
Perrin Conference, Asbestos Litigation Conference – A National Overview & Outlook, *"Mock Trial Closing Statements,"* San Francisco, CA, September 17, 2013.
DRI Europe--Hot Topics in International Dispute Resolution, Panelist, Amsterdam, Netherlands, May 22-23, 2014.
The Defense Asbestos Litigation Seminar: A Practical Guide for Winning Lung Cancer Cases at Trial, Panelist, *"War Stories Verdicts & Witness,"* Las Vegas, Nevada, June 4-6, 2014.
DRI Asbestos Medicine Seminar, *"Mastering the Mass Tort Docket: How to Bring Order to Chaos—Management Models, Special Masters and Consolidated Dockets,"* San Francisco, California, November 6, 2014.
The Defense Asbestos Litigation Seminar: *"Cross Examination Tips and Materials to Use to Establish the Liability of the Plaintiff Employer,"* Las Vegas, Nevada, June 3-5, 2015.
DRI Asbestos Medicine Seminar: *"Considering Your Audience: How to Package Your Case to Persuade Your Jurors,"* Las Vegas, Nevada, November 2015.
21st Annual Litigators Forum, Women Lawyers Association of Los Angeles: *"If I Could Pass Along One Important Lesson,"* Los Angeles, California, April 2016.
Defense Asbestos Litigation Seminar 2018, Trial Lawyer Panelist, Nashville, Tennessee, June 2018.

National Court Reporters Association Convention & Expo: *"Trial Counsel: How They Depend on the Court Reporter from Deposition to Trial and Beyond,"* New Orleans, Louisiana, August 2018.

DRI's Defense Lawyers Asbestos Symposium*, "The Trial Lawyers Symposium,"* Austin, Texas, November 2018.

DRI's Women in the Law Seminar, *"Closing Arguments: Connecting with Your Audience,"* San Diego, California, January 2019.

DRI Asbestos Symposium, *"Litigation End Game: Women on the Trial Team,"* November 13, 2019.

Thought Talk, Positivity in Motion with C. Ray Collins, Episode 5, Podcast, Dallas, Texas, August 18, 2020.

California Women Lawyers and Women Lawyers Association of Los Angeles *"The Board Game: Pathways to the Corporate Boardroom for Women,"* Moderator, Zoom Webinar, August 27, 2020.

Marketing During COVID, Virtual presentation for *Exponent,* February 2, 2021.

"How Women Get Power at the Table: Guide to Gaining Clients and Control," New Orleans Lois A. Martinet Society and the New Orleans Association for Women Attorneys, Zoom Webinar, April 29, 2021.

Oklahoma Southeast, Business Roundtable Moderator, June 13, 2021.

DRI Asbestos Symposium, "*Power at the Table: Room for the Rest of Us,"* New Orleans, Louisiana, November 3, 2021.

DRI Asbestos Medicine Seminar, Panel Member, 50Th Asbestos History Program, November 4, 2021.

Oregon Association Defense Counsel Fall Seminar, digital panel presentation, *Networking in the Digital Age,* November 12, 2021.

Litigation Radio, Podcast, American Bar Association Litigation Counsel of America, *Taking Law Firm Business Development to the Next level: Strategies for Lawyers and Litigators,* April 5, 2022.

Brave Women at Work Podcast, *Power at the Table,* broadcast May 19, 2022.

Oklahoma Southeast, Business Roundtable Moderator, Lt. Governor's Turkey Hunt, Hugo Lake, April 29, 2022.

Oklahoma Southeast, Business Roundtable Moderator, 2022 Golf/Striper Event, Durant, Oklahoma, June 9, 2022.

KCIC Lunch and Learn, *Power at the Table,* June 22, 2022.

DRI Asbestos Medicine Seminar, *More Fish in the Sea,* presenter, San Diego, November 4, 2022.

Oregon Association of Defense Counsel, Power at the Table presentation, *scheduled December 8-9, 2022*

Publications:

Defense Research Institute, Asbestos Medicine Seminar, Miami, Florida. Presentation and accompanying paper: *Jury Selection: Contemporary Issues and Techniques*. November 2003.
Texas Women Lawyers Association, El Paso, Texas. Presentation and accompanying paper: "*Rainmaking: Ending the Drought."* February 2004.
St. Paul Insurance Company Trial Seminar, Baltimore, Maryland. Presentation: *Expert Witnesses: Direct and Cross*. March 2004.
Andrews Litigation Seminar, New Orleans, Louisiana. Presentation and accompanying paper: *30 Minute Juries: How to Pick a Jury in a Ridiculously Short Period of Time.* April 2004.
2004 ABA TOXICOLOGY MONOGRAPH – Chapter on Mississippi State Law.
Mealy's Welding Rod Litigation Conference, Presentation and accompanying paper: *Issues to Explore in Plaintiff and Co-worker Deposition,* March 15, 2005.
Co-author – "*Welding Fumes: A Review of the History, Workplace Standards, Research, and Litigation from the 1920s to Present for Welding Fumes in General and Manganese Dust/Fumes*," South Texas Law Review, Vol. 48, No.2, Winter 2006.
"Surviving the First Visit to the Bank", NAWL Journal, Spring 2006 edition.
Lexis-Nexis Professional Development Series, Seminar Co-Chair, Toxic Tort Update: Texas, March 9-10, 2006.
"It's Just Dinner: How to Handle the Marketing Dilemma of the Decade", NAWL Journal, June 2006.
"Finding Friday: The Search for the Perfect Support Staff", NAWL Journal, Winter 2007.
"Developing Your Business: Five Cardinal Rules", WLJ (formerly NAWL Journal), Spring 2007.
"Working to Achieve Our Shared Goals", Column, DRI-For The Defense, January 2008.
"The Myth of Work-Life Balance: The Professional and Personal Challenge", NAWL Journal, Spring 2008.
"Certification as a Women Owned Law Firm: The Benefits and the Burdens", ABA Women's Advocate, Spring 2008.
Women Need Business: A Marketing Primer on Networking and Business Development, WBEA Educational Committee, Houston, Texas, November 21, 2008.
"Diversity from the Women-Owned Law Firm Perspective" (co-authored with Alma Aguirre), DRI Magazine February 2009.
*"*He Had Clients, I Had Credit", a chapter in A Cup of Cappuccino for the Entrepreneur's Spirit by Jeretta Nord [Entrepreneur Enterprises, LLC] 2009.
"Even Cowgirls Get The Clients," a letter in The Road to Independence: 101 Women's Journeys To Starting Their Own Law Firms, ABA Commission on Women, published July 2011.
Featured Interview, Women Rainmakers - Roadmap to Success, published by Defense Research Institute, October 2014.

Texas State Bar CLE Series, *"Motions, Objections and Preserving the Record,"* December 2016.
"The Last Word: Closing Argument," DRI The Voice, Volume 18, Issue 41, October 2019.
Speak Your Way to Success: Seventeen Stories and the Speakers Who Framed Their Future with Their Keynote Talk, edited by Daniel Gomez and Michael D. Butler, September 2020 (chapter contributor).
Women and the Law Newsletter, State Bar of Texas, *"Zooming in on Client Development,"* Volume 1, Issue 1, September 2020.
Power at the Table: The Woman Lawyer's Guide to Developing Clients and Control, October 5, 2020.
Women and the Law Newsletter, State Bar of Texas, "*Microsoft Word Tools to Refine Your Writing,"* Vol. 1, Issue 6, February 2, 2021.
American Bar Association, Women Advocate Committee Newsletter, co-author with Angela Meyer, PhD, PE, *Networking and Business Development in a Hybrid Business World,* December 7, 2021.
Frogville, Quest of a Frog, (children's book), first printing, December 13, 2021.
Women and the Law Newsletter, State Bar of Texas, **Legal Mojo** | *Our Profession, Ourselves: Success for Women Lawyers*, February 2022.
Frogville, Quest of a Princess, (children's book), first printing, August 2022
Frogville, Quest of a Queen, (children's book), publication pending.
Jimmy Lane, The Civil War Mule, (children's book), joint project with the Oklahoma Historical Society, publication projected for mid-2023.

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas, Plaintiff, Vs. Pennsylvania National Mutual Casualty Insurance Co.; Sam J. Crain & Co., Inc.; and South Carolina Property and Casualty Insurance Guaranty Association, Defendants.	Case Number: 2020-CP-40-02098 **RECEIVER FOR COVIL CORPORATION'S AMENDED FACT AND EXPERT DISCLOSURES**

TO: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE CO., THROUGH ITS COUNSEL OF RECORD

COMES NOW Peter Protopapas, as Court Appointed Receiver for Covil Corporation (the "Receiver"), by and through his counsel of record, and serves his initial fact and expert witness designations pursuant to the South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket and hereby supplements his November 12, 2021 response to Penn National's Interrogatory Number 7.

The Receiver hereby incorporates into this listing, as if fully reproduced herein, any and all expert and/or lay witnesses who may be listed by any other party. The Receiver further reserves the right to supplement this witness list and to call any witness necessary to authenticate documents or exhibits and/or for rebuttal. The Receiver further reserves the right to use any depositions noticed in this case in accordance with the provisions governing the use of depositions contained in the South Carolina Rules of Civil Procedure and the applicable rules of evidence. The Receiver reserves the right to call as a witness any person deposed in the above-captioned case. The Receiver

EXHIBIT
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reserves the right to name additional witnesses, based upon further evaluation of the information gathered through the discovery process.

FACT WITNESSES:

1. **Peter D. Protopapas, Receiver for Covil Corporation**
   Rikard & Protopapas, LLC
   2110 N. Beltline Blvd.
   Columbia, SC 29204

   Peter D. Protopapas is the Court-appointed receiver of Covil Corporation and can testify as to Penn National's handling of claims for coverage asserted by Covil. Covil is in possession of an affidavit from Mr. Protopapas. Mr. Protopapas's deposition was taken in *Zurich v. Covil* (Case Number 1-18-cv-932), in the USDC Middle District, North Carolina, and in *Finch et al. v, USFG et al.* (Case Number 2019-CP-42-3003), in Richland County, South Carolina.

2. **Brian Flatley**
   Ellis & Winters LLP
   4131 Parklake Avenue, Suite 400
   Raleigh, NC 27612

   Brian Flatley is Litigation Support Manager at Ellis & Winters. He consults with firm attorneys and clients on the proper methods of data preservation, collection, processing, production, and review. Mr. Flatley can testify as to Ellis & Winters' court-ordered investigation into the existence and storage of Penn National's legacy liability policy documents and the options provided to the court for additional document review.

   Upon information and belief, no written or recorded statements have been taken from this witness to date.

3. **Brett Reifsnyder**
   Penn National

   Brett Reifsnyder, Penn National's Director of Administrative Services, can testify as to the search of Penn National's records for insurance policies that were issued to or that otherwise cover Covil, the Company's document retention policy and application thereof, and Penn National's destruction of legacy insurance policies.

   Mr. Reifsnyder has given testimony in the instant matter.

4. **Boyd Wright**
   Penn National

   Boyd Wright, Penn National's Senior Home Office Claim Examiner, can testify as to the search of Penn National's records for insurance policies that were issued to or that otherwise cover Covil, Penn National's handling of claims for coverage asserted by Covil, and Penn National's interpretation of the insurance policies it issued to or that otherwise cover Covil.

   Mr. Wright has given testimony in the instant matter.

5. **Scott Maier**
   Penn National

   Scott Maier, Penn National's Senior Corporate Counsel, can testify as to Penn National's litigation hold policies and his issuance of a litigation hold related to Covil Corporation in December 2021.

   Upon information and belief, no written or recorded statements have been taken from this witness to date.

EXPERT WITNESSES:

1. **Sharla Frost**
   Sharla J. Frost
   6336 Rutgers Avenue
   Houston, TX 77005

   Sharla Frost is a seasoned asbestos trial lawyer, with over three decades of trial practice. In the asbestos context, she has successfully defended a succession of manufacturers of asbestos containing products in numerous cases since 1989, including having obtained nine defense verdicts in asbestos personal injury cases in Texas, Kentucky, Georgia and California between 2001 and 2017, including three cases involving living mesothelioma claimants. Her clients have ranged from insulation manufacturing defendants such as Johns-Manville and Turner & Newell to small property owners such as a Ford dealership in Washington State. She has extensive experience in all aspects of asbestos case management, including verdict analysis, case strategy, settlement negotiations, trial strategy, trial presentation, post-trial analysis, and docket oversight. She has served as National Coordinating Counsel for a major defendant in asbestos litigation; has participated as a member of the National Trial Team for several defendants; and has evaluated both trial prospects and verdict risks for asbestos lawsuits on behalf of defendants in venues throughout the United States.

   Ms. Frost will testify as to the development and evolution of the asbestos litigation over the course of its history; the standard for analysis and management of asbestos litigation in

the historical context of the litigation; the knowledge of asbestos defendants and potential asbestos defendants, as well as their insurers and other indemnitors, with regard to the scope of the litigation and the requirement to maintain historical records for policyholders; the importance of maintenance of historical records for a defendant in asbestos personal injury litigation; and an evaluation of the asbestos personal injury claims against Covil for which Penn National contributed to settlements.

2. **Charles Miller**
   Insurance Law Center
   1442A Walnut St. #55
   Berkeley, CA 94709

   Charles Miller, an expert in insurance industry standards and practices, was employed by Fireman's Fund Insurance Company for eighteen years in insurance claims. Mr. Miller has held several insurance claims positions, including senior adjuster, branch office general adjuster and claims manager. Mr. Miller also managed an asbestos claims facility and a nationwide major claims unit. Mr. Miller has practiced insurance law since 1990. He has extensive experience with the interpretation and application of third party insurance policy forms. Mr. Miller will testify regarding insurance industry claims practices and standards and insurance industry standards for the interpretation and application of insurance policies. Mr. Miller will testify regarding the history, derivation, intent, and purpose of the general liability and products/completed operations provisions of commercial general liability policies and the distinctions between general liability coverage and products/completed operations coverage. Mr. Miller will also testify regarding insurance industry standards for the timely and thorough search for insurance policies.

In addition, the Receiver for Covil Corporation reserves the right to call any of the following individuals and/or entities:

1. **Penn National through its corporate representative(s) in this matter.**
2. **Penn National through its corporate representative(s) in prior deposition testimony offered in other matters.**
3. **All witnesses listed by Penn National.**
4. **All witnesses listed in the Receiver's Answers to Interrogatories and any and all supplements or amendments thereto.**
5. **All witnesses deposed in this case.**
6. **All witnesses identified in any deposition taken in this case.**

7. **Any and all records custodians, or other witnesses necessary to authenticate any document the Receiver seeks to admit at trial, live or by deposition upon written questions.**

8. **Any witness necessary for rebuttal.**

Dated: November 7, 2022

Respectfully submitted,

s/ Jescelyn T. Spitz
Jescelyn T. Spitz
Rikard & Protopapas, LLC
2110 N. Beltline Blvd.
Columbia, SC 29204
803.978.6111
bb@rplegalgroup.com

AND

G. Murrell Smith, Jr. (S.C. Bar No. 66263)
Jonathan M. Robinson (S.C. Bar No. 68285)
Smith Robinson
2530 Devine Street, 3rd Floor
Columbia, SC 29205
Phone: (803) 254-5445

Counsel for the Receiver

Bernd G. Heinze

ATTORNEY AT LAW
610 Freedom Business Center - Suite 110
King of Prussia, PA 19406
610-992-0001 (o) • 610-992-0019 (f)
bernie@theheinzegroup.com

Professional Employment:

September 2000 to present: President and Chief Executive Officer
The Heinze Group, LLC.
King of Prussia, PA and London, England

- Founded and manage an international/multi-disciplinary group of trial attorneys and insurance professionals to provide risk, litigation, claim administration, audit, coverage, bad faith, reinsurance, and run-off consultation; expert witness testimony; serve as a mediator and party-appointed arbitrator; and afford outcome management solutions to policyholders, self-insured entities, insurance and reinsurance/retrocessional (ceded and assumed) companies, agents, brokers, program administrators, underwriters, consultants, and investors. Design, implement and direct coverage, claim and litigation best practices, strategies and budgets and claim avoidance strategies.

January 2001 to December 2017: Executive Director
American Association of Managing General Agents
King of Prussia, PA

- Manage the financial, regulatory, governmental affairs, legal, business, insurance industry, administrative requirements, website, social and trade media relations; liaise with federal and state regulators and other trade associations for international insurance trade association of 497 members; manage its meetings and the affairs of the Education Foundation, continuing education and professional development classes internationally; founder and executive editor of Wholesale Insurance News magazine.

August 1997 to June 2000: Vice President & Chief Litigation Counsel
Reliance Insurance Company
Philadelphia, PA

- Developed and implemented the overall litigation and claims management, audit, coverage and training strategy, and the outcomes produced nationwide, as general counsel to the claims division;
- Directed the trial of all property, casualty, fire, product liability, wrongful death, municipal and employment liability, medical malpractice, liquor/premises liability; construction defect, advertising injury, professional liability/errors and omissions, asbestos, toxic/mass tort, class action, trucking and transportation, and insurance coverage/bad faith claims, ADR/arbitration matters, special investigations/fraud, subrogation and declaratory judgment/coverage actions;
- Established and managed the Triage Unit for large losses and complex claims; catastrophic/crises events response unit; the national network of outside liability and coverage attorneys, the eleven staff counsel operations, and the bad faith and state compliance unit, and the environmental, asbestos and mass tort team;
- Responsible for a $120 million annual operating budget for allocated loss adjustment expenses; selected, negotiated and approved fee agreements with law firms, reviewed and approved invoices of defense and coverage counsel; directed all claim-related state regulatory inquiries and compliance; and devised diversity and litigation performance measures of all offices and vendors; reporting directly to president and CEO of the Company;



- Liaised directly with reinsurers, the company's Assumed & Ceded Reinsurance Unit, reserve actuaries, company underwriters, excess and umbrella carriers, and industry associations; monitored and analyzed the impact of proposed legislation and new laws and implemented new procedures to maximize opportunities and minimize exposures;
- Prepared insurance products and insuring agreements, and provided training sessions on claims-related investigation, evaluation, creative negotiation strategies, trials and appeals.

June 1987 to August 1997: Litigation Associate; Contract Partner; and Equity Partner
Wilson, Elser, Moskowitz, Edelman & Dicker
Philadelphia, PA

- Trial partner litigating complex property, casualty, products, medical malpractice, professional liability, employment practices, trucking and transportation; premises/liquor liability; asbestos, fire, environmental/toxic torts, fraud and bad faith claims in state and federal courts nationwide for domestic, Lloyd's Underwriters, London Market Companies and international insurance, reinsurance and captive carriers, excess and surplus lines carriers, and self-insured corporations and pools; prepared and edited the firm's quarterly *Transportation Advisor* and *Employment Discrimination Reporter;*
- Evaluated primary, excess and reinsurance coverage matters, conducted mediations and arbitrations, selected and directed local counsel, prepared insurance policies and endorsements;
- Counsel to the American Association of Managing General Agents and the AAMGA University; presented over 80 programs, speeches, mock trials and continuing education seminars to industry and governmental organizations on a variety of insurance and legal related matters.

August 1983 to June 1987: Litigation Associate to the Senior Partner
Marshall, Dennehey, Warner, Coleman & Goggin
Philadelphia, PA

- Responsible for all pre-trial activities and trial preparation of senior partner's cases, second chaired cases litigated, and carried personal caseload defending significant product liability, environmental, toxic tort, wrongful death and survival, breach of contract, fraud, bad faith, advertising injury, personal injury claims, medical malpractice, asbestos, personal injury and property claims and insurance and reinsurance coverage/declaratory judgment actions across the United States and Europe.

June 1978 to August 1980: Executive Assistant & Press Secretary
Erie County Executive Edward J. Rutkowski
Buffalo, NY

- Liaison to county and state legislators, county finance, environmental planning, economic development and energy departments and several public advisory committees; delivered press briefings; resolved constituent problems and inquiries; made public appearances and gave policy speeches on behalf of the county executive.

September 1974 to June 1978: Congressional Assistant & Deputy Press Secretary
Congressman Jack F. Kemp
Washington, D.C. and Buffalo, NY

- Researched policy issues and drafted legislation, speeches and press releases on economic development, national security/defense and tax reduction; resolved constituent problems and inquiries; made public appearances and gave speeches on behalf of the congressman.

Education:

Temple University School of Law, Philadelphia, PA – Juris Doctor 1983; International Association of Trial Lawyers Award; Best Orator Award-American Bar Association Moot Court Competition; National Moot Court

Team Captain; Editor-in-Chief of *The Jurist*; Highest Grade in Class: Trial Advocacy; Professional Responsibility; and Land Use Planning; Researcher for the U.S. Justice Department Organized Crime Project.
Canisius College, Buffalo, NY – B.A International Relations & Economics [dual major] 1978; (Di Gamma Honor Society; Best Speaker and Best Delegate Awards – Harvard University Model United Nations Convention; Vice President Campus Programming Board; General Manager and News Director - Radio Station WCCG).

American University, Washington, D.C. – School of Domestic & Foreign Policy 1977; (assigned to the Defense Intelligence and Appropriations Committees of the United States Congress).

Professional Honors: Peer Review Rated AV Preeminent by LexisNexis/Martindale-Hubbell. Named as one of the "100 Most Powerful People in the Insurance Profession – North America" each year since 2001 by the *Insurance Letter & Insurance Distribution* magazine. 2012 Honoree of the Year: NJ Surplus Lines Association; Freedom of London (2017); El Guardián Doradeño Medal of Dorado, Puerto Rico (2019). Named to the Business Advisory Council of the US House of Representatives, and Head of the Pennsylvania State Delegation since 2001.

Professional Activities: Certified by all 50 state insurance departments to provide continuing education seminars on insurance claims, reinsurance and legal related matters; Member: Board of Governors of the Academy of Risk Management & Insurance at St. Joseph's University, Philadelphia, PA; Board of Governors of the Brantley Center for Risk management and Insurance at Appalachian State University, Boone, NC; Editorial Advisory Board for American Agents and Brokers magazine; AIDA Reinsurance & Insurance Arbitration Society (ARIAS); Property and Casualty Insurance Association Defense Counsel and Policy Committees; National Association of Subrogation Professionals and Society of Insurance Training & Educators; Fellow – Council on Litigation Management. General Counsel (*pro bono*) to the "Whydah" Expedition, and Historic Shipwrecks, Inc.

Professional Affiliations: Admitted to practice in the U.S. Supreme Court; Pennsylvania Supreme Court, U.S. Court of Appeals for the Third Circuit; U.S. District Courts for the Eastern and Middle Districts of Pennsylvania. Member of the Defense Research Institute.

Community Activities: Founder and Life Member, Former President and active firefighter of the Fire Department of Montgomery Township; Life Member Gilbertsville Fire & Rescue Company; Chair of the Montgomery Township Industrial Development Authority, Member - Public Safety and Risk Management Committees.

Personal Information: Birthdate: March 29, 1956; married with two daughters; fluent in the German language.

FRCP Rule 26(a)(2)(B) Disclosure

Fed.R.Civ.P. Rule 26(a)(2)(B) Disclosure

Mr. Heinze has testified by deposition and/or trial as an expert in the following matters:

Caption	Venue	Date	Retained By	Nature of Retention
The Stanley Works v. ACE Insurance Company	Superior Court of CT (Hartford)	2002	Insurance Company of North America	Deposition & Trial Testimony
Teachers' Retirement System of Louisiana v. Aidinoff, et al. **(Under Seal)**	DE Court of Chancery (New Castle County)	2003	Special Litigation Committee	Deposition Testimony
CSR v. CIGNA Property & Casualty Insurance Company, et al.	USDC (D. NJ) Trenton	2004	CIGNA and Certain Underwriters at Lloyd's, London	Deposition Testimony
Congoleum Company v. ACE American Insurance Company	Superior Court of NJ (Middlesex County)	2005	Ace American Insurance Company	Deposition Testimony
Estate of Kennedy v. TIG Insurance Company	US District Court for the Southern District of FL	2005	TIG Insurance Company	Deposition Testimony
NC Mutual Life Insurance Company v. McKinley Financial Services	Superior Court of NC (Mecklenburg County)	2005	NC Mutual Life Insurance Company	Deposition Testimony
Steadfast Insurance Company v. Purdue Co.	Superior Court of CT (Hartford)	2005	Steadfast Insurance Company	Deposition Testimony
Johnson v. Penn National Insurance Company	Court of Common Pleas, Delaware County, PA	2005	Steve Johnson	Trial Expert Witness
Brooklyn Union Gas v. Century Indemnity	US District Court for the Southern District of NY	2005	Century Indemnity	Deposition Testimony
BASF v. Federal Insurance Company, et al.	US District Court for the Northern District of IL	2005	Federal Insurance Co., Great American Assurance Co., and Westchester Specialty Insurance Co.	Deposition Testimony
Brown Group Retail v. Continental Casualty Insurance Company	County of Denver, CO, District Court	2006	Continental Casualty Insurance Co.	Deposition Testimony
AXA Verischerung Aktiengesellschaft v. National Union Insurance Company	US District Court (SD NY)	2007	AXA Verischerung Aktiengesellschaft	Trial Expert Witness
Hoffman v. Brethren Mutual Insurance Company	US District Court for the Middle District of PA	2007	Paula Hoffman	Deposition Testimony
Fleming v. Ohio Casualty Insurance Company	US District Court for the Middle District of PA	2007	Evelyn Fleming	Deposition Testimony
TIG Insurance Company v. Phelps Dunbar	In Arbitration: Tampa, FL	2007	TIG Insurance Company	Trial Expert Witness

Caption	Venue	Date	Retained By	Nature of Retention
Underwriters Insurance Company v. Atlanta Gas Light Company	U.S. D.C. (N.D. GA)	2008	Atlanta Gas Light Company	Deposition Testimony
Portside Investors & HMS Ventures v. Northern Insurance Company	Philadelphia (PA) County Court of Common Pleas	2008	Northern Insurance Company	Trial Expert Witness
Intalco Aluminum Corporation v. Century Insurance Company and Great American Insurance Company, Lloyd's, London, et al.	Superior County of the State of Washington (Whatcom County)	2009	Century Insurance Company	Deposition Testimony
Post v. St. Paul Travelers Insurance Company	U.S.D.C. (E.D. PA)	2009	St. Paul Travelers Insurance Company	Deposition & Trial Expert Witness
Roth v. Illinois Union Insurance Company	U.S.D.C. (C.D. CA - Western Division)	2009	Illinois Union Insurance Company	Deposition & Trial Expert Witness
In Re: Pittsburgh Corning Corporation	U.S. Bankruptcy Court (W.D. PA)	2009	Century Indemnity Insurance Company	Deposition Testimony
Maryland Casualty Company v. Lloyd E. Mitchell, Inc.	Circuit Court of Harford County, MD	2010	Maryland Casualty Company	Deposition Testimony
Anne Bybel, MD v. Lincoln National Insurance Company	U.S.D.C. (M.D.PA)	2010	Anne Bybel, MD	Deposition Testimony
ESIS v. Special Touch Home Care Services	In Arbitration	2010	ESIS	Arbitration Expert Witness
Newmont USA, Ltd and Dawn Mining Company v. Hartford Assurance Company, et al.	U.S.D.C. (E.D. WA)	2011	Insurance Company of North America	Deposition Testimony
Century Surety Company v. 350 W.A. LLC, et al.	U.S. D.C. (S.D. CA)	2011	Century Surety Company	Deposition Testimony
Maplewood Partners, L.P. v. Indian Harbor Insurance Company	U.S. D.C. (S.D. FL)	2011	Indian Harbor Insurance Company	Deposition Testimony
Richard Blum and Wendy Blum v. St. Paul Travelers Casualty and Surety Company and Illinois Union North America	U.S.D.C. (E.D. PA)	2011	St. Paul Travelers Casualty and Surety Company	Deposition Testimony
Ledcor Industries v. Virginia Surety Company	U.S.D.C. (W.D. WA)	2011	Virginia Surety Company	Deposition Testimony
Illinois Union American Insurance Company v. Ledcor Industries (USA), Inc., v. AIU Commercial Insurance Company of Canada, et al.	Superior Court of WA for King County	2011	American International Specialty Lines Insurance Company	Deposition Testimony
ACE American Insurance Company and ESIS v. Central Freight Lines	In Arbitration	2012	ESIS	Trial Testimony
Forest Villa Homeowners Association v. Commonwealth Insurance Company of America	Superior Court of WA for King County	2012	Commonwealth Insurance Company of America	Deposition Testimony

Caption	Venue	Date	Retained By	Nature of Retention
Viking Pump, Inc. v. Century Indemnity Company, et al	Delaware Superior Court in and for New Castle County	2012	Century Indemnity Company and other Excess Carriers	Deposition & Trial Testimony
Ginger Katzenmoyer v. Allstate Insurance Company	US District Court (ED PA)	2012	Ginger Katzenmoyer	Deposition Testimony
State of Hawaii v. Westchester Specialty Insurance Company and Coregis Insurance Company	State of Hawai'i Circuit Court of the First Circuit	2012	Westchester Specialty Insurance Company and Coregis Insurance Company	Deposition Testimony
American Guarantee & Liability Insurance Company v. Simon Roofing & Sheet Metal Corporation, et al.	US District Court for the Southern District of FL	2012	American Guarantee & Liability Insurance Company	Deposition Testimony
Montrose Chemical Corporation of California v. Century Indemnity Company	JAMS – Los Angeles, CA	2013	Century Indemnity Company	Deposition & Trial Testimony
U.S. Silica Company v. ACE Specialty Insurance Underwriters, et al.	Circuit Court of Morgan County, WV	2013	ACE Specialty Insurance Underwriters	Deposition Testimony
Nooter Corporation v. Allianz Underwriters Insurance Company, et al.	Circuit Court for the 22nd Circuit, City of St. Louis, MO	2013	Allianz Underwriters Insurance Company, et al.	Deposition & Trial Testimony
Keyspan Gas East Corporation v. Munich Reinsurance America, Inc, and Century Indemnity Company, et al. (Under Seal)	Supreme Court of the State of New York, County of New York	2013	Munich Reinsurance America, Inc., and Century Indemnity Company	Deposition Testimony
Narragansett Electric Company v. Hartford Assurance Company, et al.	US District Court for the Southern District of NY	2014	Century Indemnity Company	Deposition Testimony
Air & Liquid Systems Corporation, et al. v. Allianz Underwriters Insurance Company, et al.	US District Court for the Western District of PA	2014	TIG Insurance Company and Certain Underwriters at Lloyd's	Deposition Testimony
The Shaw Group, Inc., et al. v. Illinois Union American Insurance Company, et al.	U.S. District Court for the Middle District of Louisiana	2014	North American Insurance Company	Deposition Testimony
Demopulos v. Bankers Standard Insurance Company	Superior Court, King County, Washington	2014	Bankers Standard Insurance Company	Deposition Testimony
Browning Ferris Industries Inc. v. Certain Underwriters at Lloyds, et al.	District Court, Harris County, Texas	2014	Mt. McKinley Insurance Company	Deposition Testimony
Mine Safety Appliances Company v. AIU Insurance Company, et al.	Superior Court, New Castle County, Delaware	2015	North River Insurance Company	Deposition Testimony

Caption	Venue	Date	Retained By	Nature of Retention
Black & Veatch Corporation v. Aspen Insurance (UK) Ltd., Liberty Mutual Insurance Europe (UK), Ltd., et al.	U.S. District Court for the District of Kansas	2015	Aspen Insurance (UK) Ltd., Liberty Mutual Insurance Europe (UK), Ltd.	Deposition Testimony
Cernogorsky v. Illinois Union American Insurance Company	Miami-Dade County, FL Circuit Court	2015	Illinois Union American Insurance Company	Deposition and Trial Testimony
Connect America Holdings, LLC, Kenneth Gross, et al. v. Arch Insurance Company	U.S. District Court for the Eastern District of PA	2015	Connect America Holdings, LLC, Kenneth Gross, et al.	Deposition Testimony
Alden Leeds, Inc. v. QBE Specialty Insurance and Certain Underwriters at Lloyd's, London	Superior Court of New Jersey Law Division: Essex County	2015	QBE Specialty Insurance and Certain Underwriters at Lloyd's, London	Deposition Testimony
Linthicum, et al. v Mendakota Insurance Company	U.S. District Court for the Southern District of GA	2015	Mendakota Insurance Company	Deposition Testimony
Goodrich Corporation v. A.G. Securitas, et al.	Court of Common Pleas, Summit County, Ohio	2015	Defendant Excess Insurers	Deposition Testimony
American Seafoods, LP v. Servco Insurance Services Washington, LLC v. Wells Fargo Insurance Services, USA, Inc.	Superior Court of the State of Washington, King County	2015	Wells Fargo Insurance Services, USA, Inc.	Deposition Testimony
Feld v. Fireman's Fund Insurance Company	U.S. District Court for the District of Columbia	2016	Fireman's Fund Insurance Company	Deposition Testimony
Szestak v. Great Northern Insurance Company, et al.	Superior Court of New Jersey, Law Division: Middlesex County	2016	Illinois Union Insurance Company	Trial Testimony
Pacific Employers Insurance Company v. Troy Belting Supply Company, et al.	U.S. District Court for the Northern District of New York	2016	Pacific Employers Insurance Company and Hartford Accident & Indemnity Company	Deposition Testimony
CorePointe Insurance Company v. Tilley Motorcycle Sales, et al.	United States District Court for the Western District of North Carolina, Statesville Division	2016	CorePointe Insurance Company	Deposition Testimony
Cottage Health System and Santa Barbara Cottage Hospital v. Admiral Insurance Company	United States District Court for the Central District of California, Western Division	2016	Admiral Insurance Company	Deposition Testimony
Bishop of Charleston, et al. v. Century Indemnity Company	United States District Court for the District of South Carolina	2016	Century Indemnity Company	Deposition Testimony

Caption	Venue	Date	Retained By	Nature of Retention
Continental Western v. Preferred Mutual Ins. Company	United States District Court for District of Massachusetts	2016	Continental Western Ins. Company	Deposition & Trial Testimony
Charleston Holdings, LLC v. InsureZone, et al.	Circuit Court for the County of Wayne, Michigan	2016	InsureZone	Deposition Testimony
Richman v. LIU Insurance Underwriters, Inc.	Court of Common Pleas, Philadelphia County, PA	2016	LIU Insurance	Trial Testimony
Decker v. Federal National Ins Company and FEDERAL & Son, a Division of Federal Insurance Company	US District Court for the Southern District of Ohio	2016	Federal National Insurance Company and FEDERAL & Son, a division of Federal Insurance Company	Deposition Testimony
Intuitive Surgical, Inc. v. Illinois Union Insurance Company	US District Court for Northern District of California	2017	Illinois Union Insurance Company	Deposition Testimony
Utica Mutual Ins. Co. v. Century Indemnity Company	US District Court for N.D. New York	2017	Century Indemnity Company	Deposition Testimony
STB Investments Corporation and Richard Basciano d/b/a 303 West 42nd Street Realty Company v. Sterling and Sterling, Inc.	Supreme Court of the State of New York, County of New York	2017	Sterling and Sterling, Inc.	Deposition Testimony
Cannon Electric, Inc./ITT Cannon, Inc. v. Affiliated FM Insurance Company, et al.	Superior Court for the State of CA, County of Los Angeles	2017	Certain Underwriters at Lloyd's, et al.[1]	Deposition Testimony
National Carriers, Inc. v. ESIS	In Arbitration	2017	ESIS	Trial Testimony
Brooklyn Union Gas Company v. Century Indemnity Company, et al.	Supreme Court for the State of New York for the County of New York	2017	Century Indemnity Company	Deposition Testimony
Sunrise One LLC et al v. Harleysville Insurance Company of New York	US District Court for Eastern District of New York	2017	Harleysville Insurance Company of New York	Deposition Testimony
Arch Insurance Company a/s/o Criterion Development Group, LLC and One Astoria Square, LLC v. Nationwide Insurance Company and S&J Industrial Company, et al.	Supreme Court of the State of New York, County of New York	2017	Nationwide Insurance Company	Deposition Testimony

[1] Certain Underwriters at Lloyd's, London and London Market Insurance Companies, and North River Insurance Company; Lamorak Insurance Company f/k/a OneBeacon America Insurance Company, as successor-in-interest to Commercial Union Insurance Company and as successor to Employers Liability Assurance Corporation; AIU Insurance Company; American Home Assurance Company; Birmingham Fire Insurance Company; Granite State Insurance Company; Insurance Company of the State of Pennsylvania; Landmark Insurance Company; Lexington Insurance Company; and National Union Insurance Company of Pittsburgh, PA; The Continental Insurance Company, for itself and as successor in interest to National Ben Franklin Insurance Company of Illinois and as successor in interest to certain policies issued by Harbor Insurance Company.

Caption	Venue	Date	Retained By	Nature of Retention
Eaton Corporation v. Continental Insurance Company, Certain Underwriters at Lloyd's, et al.	Court of Common Pleas of Cuyahoga County, OH	2017	Defendant Excess and Umbrella Carriers	Deposition Testimony
Kling v. Hartford Casualty Insurance Company	Superior County J.D. of New Haven, CT	2018	Hartford Casualty Insurance Company	Deposition Testimony
Wakefern Food Corporation, et al. v. Lexington Insurance Company, et al.	Superior Court of New Jersey, Law Division, Middlesex County	2018	Lexington Insurance Company	Deposition Testimony
Keyspan Gas East Corporation v. Munich Reinsurance America, Inc, and Century Indemnity Company, et al. (Under Seal)	Supreme Court of the State of New York, County of New York	2018	Munich Reinsurance America, Inc., and Century Indemnity Company	Deposition Testimony
Copper River Seafoods, Inc. v. Federal Custom Insurance Company	US District Court for the District of Alaska	2018	Federal Custom Insurance Company	Deposition Testimony
Eaton Corporation v. Continental Insurance Company, Certain Underwriters at Lloyd's, et al.	Court of Common Pleas of Cuyahoga County, OH	2018	Defendant Excess and Umbrella Carriers	Deposition Testimony
Scottsdale Insurance Co. v. CNC Technologies, Inc., et al.	US District Court for the Central District of California	2018	Scottsdale Insurance Co.	Deposition Testimony
Kenneth and Julia Kizzar v. National Grange Mutual Insurance, Inc, The Main Street America Group, and Main Street America Assurance Company, et al.	Circuit Court for the 12th Judicial District at Bledsoe County, TN	2018	National Grange Mutual Insurance, Inc, The Main Street America Group, and Main Street America Assurance Company	Deposition Testimony
Holt Logistics Corporation, et al. v. Lexington Insurance Company, Ironshore Specialty Company, Steadfast Insurance Company, Aspen Specialty Insurance Company, et al.	Superior Court of New Jersey Law Division: Camden County	2018	Lexington Insurance Company, Ironshore Specialty Company, Steadfast Insurance Company, Aspen Specialty Insurance Company, et al	Deposition Testimony
Pennsylvania National Mutual Insurance Co. v. Group C Communications, Inc.	Superior Court of New Jersey Law Division: Monmouth County	2019	Pennsylvania National Mutual Insurance Co.	Deposition Testimony
Apex Mortgage Corp. v. Great Northern Ins. Co. et al.	US District Court for the Northern District of Illinois	2019	Federal Insurance Company	Deposition Testimony
Portrait Homes v Pennsylvania National Mutual Ins. Co.	9th Jud District, CCP, County of Berkeley, South Carolina	2019	Pennsylvania National Mutual Insurance Co.	Trial Testimony
Vermont Mutual v. Natiello	United States District Court for District of Connecticut	2019	Vermont Mutual Insurance Co	Deposition Testimony
MJC v. Scottsdale Insurance Company	United States District Court for Central District of California	2019	Scottsdale Insurance Company	Deposition Testimony

Caption	Venue	Date	Retained By	Nature of Retention
Celerity v. Scottsdale Insurance Company	United States District Court for Central District of California	2019	Scottsdale Insurance Company	Deposition Testimony
Gavasto v. 21st Century Indemnity Insurance Company	Court of Common Pleas, Allegheny County, Pennsylvania	2019	21st Century Indemnity Company	Trial Testimony
Popple Construction Company v. American Home Assurance Company, et al.	Court of Common Pleas, Luzerne County, Pennsylvania	2020	American Home Assurance Company	Trial Testimony
Allegheny Ludlum, LLC v. The Hartford Insurance Company, et al.	US District Court for the Western District of Pennsylvania	2020	The Hartford Insurance Company	Deposition Testimony
Great American Insurance Company v. Mallers Building, LLC, et al.	US District Court for the Northern District of IL	2020	Great American Insurance Company	Deposition Testimony
Sentynl Therapeutics, Inc. v. U.S. Specialty Insurance Company	US District Court for the Southern District of CA	2020	U.S. Specialty Insurance Company	Deposition Testimony
Wolverine Worldwide, Inc., f/k/a Wolverine Show & Tanning Corporation v. The American Insurance Company, et al.	US District Court for the Western District of MI (Southern Division)	2020	Bedivere Insurance Company, et al.[2]	Deposition Testimony
Erie Insurance Company v. Claire and Carol Rauser	US District Courts for the Eastern District of Tennessee at Knoxville	2020	Erie Insurance Company	Deposition Testimony
The Doe Run Resources Corporation v. Hartford Accident and Indemnity Co. and First State Insurance Co.	US District Court for the Eastern District of Missouri	2021	Hartford Accident and Indemnity Co. and First State Insurance Co.	Deposition Testimony
John Robert Sebo, et al. v. American Home Assurance Company, Inc., et al	Circuit Court for the Twentieth Judicial Circuit in and for Collier County, Florida	2021	John Robert Sebo	Deposition Testimony
Gustave J. LaBarre, Jr., et al. v. Occidental Chemical Company and Texas Brine Company, LLC, et al.	23rd Judicial District, Parish of Assumption for the Stata of Louisiana	2021	Zurich American Insurance Company, American Guarantee & Liability Insurance Company and Steadfast Insurance Company	Deposition Testimony
Lyle and Alison Turner v. Federal Insurance Company	US District Court for the Central District of California	2021	Federal Insurance Company	Deposition Testimony
Univar USA, Inc. and VWR International, LLC v. Insurance Company of the State of Pennsylvania, et al.	Superior Court of Washington, King County	2021	Fireman's Fund Insurance Company	Deposition Testimony

[2] Bedivere Insurance Company, as successor to American Employers Insurance Company; First State Insurance Company; Federal Insurance Company; Pacific Employers Insurance Company; Century Indemnity Company as successor to CCI Insurance Company, as successor to Insurance Company of North America; and North River Insurance Company.

Caption	Venue	Date	Retained By	Nature of Retention
CIT Bank, N.A. and CIT Group, Inc. v. Westchester Fire Insurance Company; National Union Fire Ins. Co. of Pittsburg, PA; Houston Casualty Company; and Freedom Specialty Insurance Company	In Arbitration	2021	Westchester Fire Insurance Company; National Union Fire Ins. Co. of Pittsburg, PA; Houston Casualty Company; and Freedom Specialty Insurance Company	Deposition Testimony
In Re: Residential Capital, LLC, et al./ Rowena Drennan v. ResCap Liquidating Trust, et al.	US Bankruptcy Court for the Southern District of NY	2021	Steadfast Insurance Company, North American Specialty Insurance Co., and St. Paul Insurance Co.	Deposition Testimony
Brooklyn Union Gas Company v. Century Indemnity Company, et al.	Supreme Court for the State of New York for the County of New York	2022	Century Indemnity Company	Deposition Testimony
Kim & LA 1 Realty v. Scottsdale Insurance Company, et al.	US District Court for the Central District of California	2022	Scottsdale Insurance Company	Deposition Testimony
GEA Mechanical Equipment US, Inc. v. Federal Insurance Company, et al.	US District Court for the District of New Jersey	2022	Federal Insurance Company, et al.[3]	Deposition Testimony
Zurich American Insurance Company and American Guarantee & Liability Insurance Company v. Syngenta Crop protection, LLC	Superior Court of Delaware	2022	Zurich American Insurance Company and American Guarantee & Liability Insurance Company	Deposition Testimony
United States Steel Corporation v. Certain Underwriters at Lloyd's, London, et al.	Court of Common Pleas of Allegheny County, PA	2022	Certain Underwriters at Lloyd's, London and Certain London market Companies[4]	Deposition Testimony

[3] First State Insurance Company, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company, Wellfleet New York Insurance (successor or Atlanta International Insurance Company), and Continental Insurance Company.

[4] Dominion Insurance Company Ltd., Unionamerica Insurance Company (f/k/a St. Katherine Insurance Company Ltd.), Harper Insurance Limited (f/k/a Turegum Insurance Company), Phoenix Assurance Public Limited Company, Ageas Insurance Limited (f/k/a Bishopsgate Insurance F A/C), The Insurance Corporation of Ireland Limited, Hansa Marine Insurance Company (UK) Limited, Danish Marine Insurance Company, Assicurazioni General! S.P.A. (f/k/a Generali), British Law Insurance Company Limited, AGF International / Baloise Insurance Limited (f/k/a Preservatrice), Axa Insurance UK Pic (f/k/a Provincial Insurance PLC), Terra Nova Insurance Company Limited, Britamco Limited, Allianz IARD (f/k/a Polaris G A/C & Wurttembergische / Mariner Underwriting Agency), ACE European Group (f/k/a Insurance Company of North America (UK) Limited), Swiss Re Specialty Insurance (UK) Ltd (f/k/a Threadneedle Insurance Company Ltd), Commercial Union Assurance Company PLC, Winterthur Swiss Insurance Company, Sphere Drake Ins. Co. (UK) Ltd., The Drake Insurance Company Ltd., and AXA Belgium (f/k/a Royale Beige D'Assurances S.A., Belgium).

Caption	Venue	Date	Retained By	Nature of Retention
Gustave J. LaBarre, Jr., et al. v. Texas Brine Company, LLC, Zurich American Insurance Company, et al.	23rd Judicial District of Assumption Parish, LA	2022	Zurich American Insurance Company, American Guarantee & Liability Insurance Company and Steadfast Insurance Company	Trial Testimony
Mercy Health v. Endurance Specialty Insurance, Ltd., and Sompo International Holdings, Ltd.	Circuit Court of St. Louis County, MO	2022	Endurance Specialty Insurance, Ltd., and Sompo International Holdings, Ltd.	Deposition Testimony
Ryan Auto Group of Monroe, LLC d/b/a Ryan Chevrolet, Inc. v. Breck Construction Co., Inc., Amerisure Insurance Co., et al	Fourth Judicial District for the Parish of Ouchita, LA	2022	Amerisure Insurance Co.	Deposition Testimony

Congressional Testimony

- US House of Representatives, Financial Services Committee, Subcommittee on Capital Markets, Insurance and Government-Sponsored Enterprises: "Commercial Insurance Modernization and the Nonadmitted Insurance and Reinsurance Reform Act of 2006," June 21, 2006.
- US Senate Committee on Banking, Housing and Urban Affairs, Subcommittee on Securities, Insurance and Investment: "Streamlining Regulation, Improving Consumer Protection and Increasing Competition in Insurance Markets," March 18, 2013.

Regulatory Testimony Presented:

- National Association of Insurance Commissioners
- National Council of Insurance Legislators
- National Council of State Legislators

Mr. Heinze has written the following White Papers or Articles:

- "Fighting Insurance Fraud: The Collaborative Battle;" October 2004 in the Philadelphia Business Journal and Rough Notes magazine
- "Insurance Fraud" in May 2005 in American Agents & Brokers magazine, "Creating the Harassment Free Workplace"
- He is quoted regularly in articles appearing in American Agents & Brokers, National Underwriter, Business Insurance, Lloyd's List, Intelligent Insurer, Lloyd's Focus, Global Underwriting & Brokering magazines, TED (The Electrical Distribution Magazine) of the National Association of Electrical

Distributors and A.M. Best magazine on matters pertaining to the insurance industry.

He has written three White Papers published by the National Association of Electrical Distributors Education and Research Foundation: "Product Liability Exposure: How to Manage and Mitigate the Risks in Today's Global Market," (2008); "The New Legal Exposure: Service Liabilities," (2009); and "Terms & Conditions: Reading the Fine Print," (2012).

He was the founder and executive editor of the *Wholesale Insurance News* quarterly magazine, which had a distribution of 1,240,000 in 40 countries.

He also wrote a chapter in the "Fire Department CEO's Handbook," by the VFIS Insurance Company (2006).

Mr. Heinze is also the host of "Hiring Our Soldiers," a nationally syndicated radio program sponsored by the "Center for America," in which he conducts interviews and provides guidance to potential employers, and to servicemen and women in the US National Guard, on becoming employed after their tours of duty in the military have concluded.

INTERISK

Insurance Litigation Consultants & Expert Witnesses

PROFESSIONAL RESUME OF JAMES A. ROBERTSON, CPCU, ARM

EXPERIENCE

Interisk Limited
President/Chief Executive Officer

1992 - Present. Under Mr. Robertson's direction, Interisk Limited provides services related to risk management, insurance litigation consulting, and serving as an expert witness in disputes involving coverage issues, underwriting, agents and brokers E&O, and related customs and practices in property & casualty insurance. Interisk also performs consulting engagements related to the formation and operation of private insurers ("captives"). Mr. Robertson has testified on most types of property and casualty coverages, with an emphasis on all forms of general, excess and umbrella liability. Previous assignments have allowed him to perform extensive research on the history of all major forms of general, excess and umbrella liability, from the 1880s through the present.

Coopers & Lybrand
Director, Insurance Litigation Services & Risk Management

1987-92. In the Casualty Actuarial and Risk Management Practice of C&L, Mr. Robertson specialized in consulting for attorneys on industry customs and practices related to insurance coverage litigation, underwriting, and agent/broker practices. He also directed consulting engagements on captives and risk retention groups, contract reviews and other services for the audit and litigation practices of C&L, and merger & acquisition due diligence reviews. He was the director-in-charge of the insurance litigation, claims and risk management consulting practice in the Newport Beach office of C&L, with a total staff of eight.

James A. Robertson & Associates, Inc./Insurance Litigation Consultants
President

1978-79, 1984-87. Independent consultant, writer and lecturer on insurance and risk management. Engagements were similar to his current practice.

Warren, McVeigh & Griffin, Inc.
Principal Consultant and Editor, The Umbrella Book

1975-76, 1979-83. Directed or performed work on numerous risk management engagements. Clients included many Fortune 500 companies. He was responsible for all creative and administrative tasks for publishing *The Umbrella Book*, and editor for *The Risk Management Letter*.

Reed Risk Management International, Ltd.
Senior Vice President

1976-78. As consultant for the Reed Stenhouse organization, provided counsel to Stenhouse clients, and assisted a Bermuda sister company in forming captive insurance subsidiaries for large U.S. and Canadian corporations.

Tausch Insurance Brokers
Assistant Vice President-Administration and Underwriting Manager

1974-75. Responsible for office administration, underwriting and marketing in $12 million premium volume Orange County, California, insurance agency. Acted in advisory role to clients and producers in insurance program design and coverage analysis.

Hartford Insurance Group
Casualty Underwriter, Casualty Underwriting Supervisor

1970-74. Supervised underwriters and placed reinsurance for Los Angeles office writing $7 million in commercial casualty premium. Staff responsibilities in Pacific Division (San Francisco) included supervising casualty underwriting of three offices, placing reinsurance, and performing underwriting audits. Began at the Hartford as a Casualty Underwriter, with responsibility for all commercial general and auto liability, umbrella liability, workers' compensation business for an assigned group of Hartford agents.

DEFENDANT'S EXHIBIT
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EDUCATION

Graduate — Pepperdine University, Graduate School of Business & Management, Los Angeles, California. Master of Science in Administration (MSA) degree (MBA program), 1976.

San Francisco Theological Seminary, theological studies (no degree), 1969-70

Undergraduate — University of Iowa, Iowa City, Iowa. Bachelor of Arts (BA) degree, Psychology and Religion (double major), 1969.

Knox College, Galesburg, Illinois, 1965-66

Stanford University, Rock Center for Corporate Governance, 2012 Directors' College Executive Education Program

PROFESSIONAL CREDENTIALS & LICENSES

California Fire & Casualty Insurance Broker's License, No. 0E70877 (1974-1978 and 2005-2013).

Chartered Property Casualty Underwriter (CPCU) Designation; American Institute for Chartered Property Casualty Underwriters, Inc., Malvern, Pennsylvania, 1973.

Associate in Risk Management (ARM) Designation; Insurance Institute of America, Malvern, Pennsylvania, 1976.

Permanent California Community College Instructor Credential in Insurance, Business & Industrial Management and Psychology; California State Department of Education.

Completed 5 parts of 10 part program leading to the Chartered Life Underwriter (CLU) Designation; The American College, Bryn Mawr, Pennsylvania.

PROFESSIONAL AFFILIATIONS

American Association of Insurance Management Consultants (AAIMCO), member

American Bar Association (ABA), associate member

Defense Research Institute (DRI), member

Society of Risk Management Consultants (SRMC):
- Director (1995-97)
- Chairman, Professional Practices Committee (1986-87)
- Member, Professional Practices Committee (1992-95)

Society of CPCU:
- Regional Vice President, Western Region (1991-92)
- National Director, Western Region (1988-91)
- Consulting, Litigation & Expert Witness Section, Chairman (1993-96); Committee Member (1997-2012)
  - George M. Gottheimer Memorial Award, 2012
- National Leadership Training Committee (1992-93)
- National Publications Committee (1984-88); Chairman (1987-88)
- Orange Empire Chapter
  - President, Vice President, Secretary, Treasurer & Director (1981-86)
  - General Chairman (1987) & Program Chairman (1975), All Industry Day
  - Public Relations Committee Chairman (1982)
  - Jay Gleason (National) Award for Excellence in Public Relations (1982)
  - Member of Research Committee awarded 1st place for 1986 CPCU research papers
- El Paso Chapter
  - Education Chairman & Instructor (1978-79)
- Foreign Seminar, London, England, 1982

TEACHING EXPERIENCE

Instructor on insurance, casualty underwriting, large risk rating plans and risk management for various special courses offered between 1973 and 1976, at University of Southern California, Insurance Educational Association (San Francisco), and The Hartford Insurance Group (San Francisco and Los Angeles).

Instructor CPCU Courses, Santa Ana College (Rancho Santiago Community College District), 1975-77. Insurance Principles & Practices (CPCU I); Management, Accounting & Finance (CPCU V); The Structure of the Risk Management Process (ARM 54); Risk Control (ARM 55) Risk Financing (ARM 56).

Instructor for CPCU I, El Paso, Texas, 1978.

PUBLICATIONS

Books

The Captive Insurance Manual (Chatsworth, CA: NILS Publishing Company, 1990).

"Do You Need an International Broker?" in *Business Strategy International* (London, UK: Cornhill Publications Limited, 1988).

ISO Commercial Liability Forms: A Side-By-Side Comparison (San Francisco, CA: Professional Insurance Publications, 1984, 1985, 1986; Newport Beach, CA: Coopers & Lybrand, 1988).

It's Time To Take The Mystery Out Of Umbrellas (San Francisco, CA: Professional Insurance Publications, 1984).

Key Financial Ratios (El Paso, TX: Robertson Publishing Company, 1978).

"Excess Property and Liability Coverage," in *Multiple Lines Insurance Production,* by Richard D. Turner, Stephen Horn, II, Seeman Waranch, and Peter R. Kensicki (Malvern, PA: Insurance Institute of America, 1982). Reviewer before publication and contributor to Chapter 9 of textbook for IIA's PRO82 Course, pp. 443-493.

"Insurance and Insurance Coverage Issues," in *The Environmental Dispute Handbook: A Practical Guide for Parties Involved in Litigation, Claims or Disputes Arising from Hazardous Products or Waste,* Co-Author James P. Barber (Colorado Springs, CO; Wiley Law Publications, 1991).

Practical Risk Management (San Francisco, CA: Warren, McVeigh & Griffin). Contributor to supplements published during 1975-76.

"Risk and Insurance Management," in *The Handbook of Cash Flow and Treasury Management*, Vince DiPaolo, Editor (Chicago, IL: Probus Publishing, 1988), pp. 379-411.

The Risk Management Letter (Newport Beach, CA: Warren, McVeigh & Griffin, Inc.). Editor, and author of 18 articles, 1981-83 (see separate list).

Tough Questions & Straight Answers...ISO's New Commercial General Liability Insurance Policies (Malvern, PA: The Society of CPCU and Independent Insurance Agents of America, Inc., 1985). Contributing author.

The Umbrella Book (Newport Beach, CA: Warren, McVeigh & Griffin, Inc., 1976, 1979-84). Principal author of first edition (1976), and of revision for republication (1979); editor for ongoing supplements, 1979-84.

Articles

"How Umbrella Policies Started - Part I: Early Liability Coverage," *IRMI.com Expert Commentary*, March, 2000.

"How Umbrella Policies Started - Part II: The First Umbrella Forms," *IRMI.com Expert Commentary*, April, 2000.

"Arranging Umbrella Liability Insurance," *The Broker*, May/June, 1984.

"'8th Cycle': Buyers Take Control," *National Underwriter,* March 21, 1988.

"Impact of ISO's Claims-Made CGL Form," *The Broker*, March/April, 1986.
"Insurance Consultant Licensing," *CPCU Journal,* June, 1979.
"ISO's 1986 CGL Forms: Objections to Both Versions," *The Broker*, November/December, 1985.
"Loss Portfolio Transfers: An Overview," (Co-author), *CPCU Journal*, December, 1985.
"Making the New Umbrellas Fit the New CGL," *Risk Management,* October, 1986.
"Matching Umbrellas With Primary Coverages," *The Broker*, July/August, 1984.
"1986 Forms: Setting the Stage for Change," *The Broker*, September/October, 1985.
"Placing Umbrella in the Tight Market," *The Broker*, March/April, 1985.
"Solvency Issues in Discounting Loss Reserves on the Fire & Casualty Annual Statement," (Co-author), *CPCU Journal*, March, 1987.
"The Problem of Additional Insureds," *CPCU Journal*, June, 1984.
"Risk Management Notes" (comment), *National Underwriter*, 1974.
"Would Licensing Make Underwriters Any Wiser?" *Business Insurance*, September 22, 1986.
The Risk Management Letter, Warren, McVeigh & Griffin, Inc. Author of the following articles, 1981-83:

Category & Title	Issue	Date
Captive Insurance Companies:		
-Have You Audited Your Captive Lately?	v.1 no.4	Jun/Jul 1981
Liability Insurance:		
-Additional Insured Endorsements	v.2 no.3	Jun/Jul 1982
-Additional Insured Endorsements, (cont'd.)	v.2 no.5	Sep/Oct 1982
-Contractors Face Uninsured Property Damage Claims	v.2 no.1	Jan/Feb 1982
-Discrimination Liability Coverage	v.1 no.4	Jun/Jul 1981
-How to Fix Nonconcurrent Liability Programs	v.3 no.1	Jan/Feb 1983
-Improvements in Umbrella Forms	v.3 no.3	May-Jul 1983
-Retroactive Insurance	v.1 no.5	Aug/Sep 1981
-Structuring an Effective Excess Liability Insurance Program	v.2 no.5	Sep/Oct 1982
-The Umbrella Nonconcurrency Problem	v.1 no.4	Jun/Jul 1981
-What to Look for in Umbrellas	v.1 no.3	Apr/May 1981
Property Insurance:		
-Excess and Manuscript Property Insurance	v.2 no.4	Aug 1982
Risk Management:		
-Insurance Litigation: Causes and Alternatives	v.3 no.1	Jan/Feb 1983
-Insurer Solvency	v.3 no.6	Dec 1983
Workers' Compensation Insurance:		
-Contractual Workers' Compensation Risks	v.3 no.2	Mar/Apr 1983
-Insuring Occupational Disease Risks	v.3 no.3	May-Jul 1983
-Umbrella Occupational Disease Coverage Limitations	v.2 no.3	Jun/Jul 1982

MAJOR MANUSCRIPTS

"Introduction to Risk Management" and "Quantitative Methods and Statistics for Risk Management." Based on seminars presented for employees of Reed Shaw Stenhouse in Canada and England, 1976-77.

"Insurance Risk Analysis and Forecasting by Computer." Based on seminars presented for American Management Associations, 1978-79.

MAJOR SEMINARS

Seminars Presented for Annual Conferences, Risk & Insurance Management Society (RIMS):
"Are Offshore Captives Still Viable?" Washington, DC, 1988
"Certificates of Insurance," New Orleans, 1985
"Coordination of Indemnification," New Orleans, 1985
"Excess Liability: Are Your Catastrophe Exposures Really Insured?" Washington, DC, 1982
"Introduction to Risk Financing," Toronto, 1986; Las Vegas, 1987; Washington, DC, 1988
"Structuring Liability Insurance Programs," Los Angeles, 1983

Seminars Presented for Insurance Institute for Continuing Education, Seattle, WA:
"Analysis and Structuring of Umbrella Liability Coverage," 1980
"Arranging Excess Liability Insurance," 1982
"Establishing Deductibles and Self-Insured Retentions for Commercial Accounts," 1980
"Impact of New CGL Forms on Umbrellas," 1984
"The New ISO CGL Forms: Coverage Details," 1984

CPCU Society, Annual Meeting & Seminars, "Mock Trials" presented by the Consulting, Litigation & Expert Witness Section (various roles), 1995-2005.

"How to Acquire and Keep a Major Account," Warren, McVeigh & Griffin, (two-day seminar, various U.S. locations), 1979-80.

"How to Arrange and Analyze Umbrella and Excess Liability Programs," Insurance Agents & Brokers Association of the Pacific Northwest, Seattle, (one-day seminar), 1982.

"How to Avoid Errors & Omissions Placing the New ISO Liability Forms," Western Association of Insurance Brokers (one-day California seminar), 1985.

"How to Form & Operate A Risk Retention Group or Purchasing Group," The Insurance Journal, (two-day seminar, three locations), 1987.

"Order in the Court! The Insurance Professional as Consultant and Expert Witness in Litigation," CPCU Society, (one and one-half day seminar, various U.S. locations), 1992-97.

"Paradigm Shifts in Covering Property Damage Liability from Pollution," AAIMCO, 2016.

"Techniques for Improving Insurance Coverages," Warren, McVeigh & Griffin, (one-day seminar, various U.S. locations), 1979-80.

"Umbrella and Excess Liability Seminar," Insurance Agents and Brokers Association of Los Angeles (one-day seminar), 1981.

"Umbrella Liability Insurance: Arranging Coverage for the 1980's," Western Association of Insurance Brokers (California seminars), 1984.

OTHER SEMINARS AND PRESENTATIONS

Mr. Robertson has presented seminars or given speeches on a variety of insurance topics, preventing common causes of agent & broker E&O claims, and underwriting, to many organizations, including the following:

Anderson & Anderson Insurance Brokers
California Inland Empire Chapter, Society of CPCU
Charles Pankow Builders
El Paso Chapter, Society of CPCU
El Paso Independent Agents Association
Giddings, Corby & Hynes
Hospital Financial Managers Association, El Paso Chapter
Independent Agents & Brokers Association of San Fernando Valley
Independent Insurance Agents Association of California
Institute of Risk Management Consultants
Institutional Investor Risk Management Seminars
Insurance Agents & Brokers Association of Los Angeles
Insurance Agents & Brokers Association of the Pacific Northwest
Insurance Company Education Directors Society
Insurance Consultants Society
Insurance Education Association
Insurance Institute for Continuing Education
Insurance Services Office Seminar for Underwriters
Irvine Sunrise Exchange Club
Los Angeles Chapter, Society of CPCU
National Association of Fleet Administrators
Northern California Chapter, Society of CPCU
Oakland Association of Independent Insurance Agents
Orange County Bar Association, Insurance Section
Orange Empire Chapter, RIMS
Orange Empire Chapter, Society of CPCU
Reed Shaw Stenhouse & Partners, Ltd.
Risk & Insurance Management Society National Conference
Risk & Insurance Management Society Western Regional Conference
San Diego Chapter, Society of CPCU
Society of CPCU, Annual Meetings & Seminars
Society of Risk Management Consultants
Southern California Underwriters Association
Spokane Chapter, Society of CPCU
Unigard Insurance Group
Western Association of Insurance Brokers

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA
CASE NUMBER: 1:18-CV-932

ZURICH AMERICAN INSURANCE COMPANY, *Plaintiff,* vs. COVIL CORPORATION, *et al.*, *Defendants*.	**THE RECEIVER OF COVIL CORPORATION'S AND PENN NATIONAL'S JOINT STIPULATION REGARDING *FINCH***

Peter D. Protopapas, acting as the Receiver of Covil Corporation ("Covil") and Third Party Defendant Penn National jointly file this stipulation in a cooperative effort to clarify the issues pending before the Court.

Specifically, Covil and Penn National together stipulate that there are no coverage issues related to the *Finch* suit[1] at issue between Covil and Penn National in this case, and that Covil will not seek coverage under the Penn National Policies[2] for the claims asserted or the judgment entered against Covil in *Finch*.



[1] "*Finch* suit" refers to the case of *Finch v. Covil Corp.*, No. 1:16-CV-1077, in which a $32.7 million verdict against Covil was obtained in this Court on October 5, 2018.

[2] "Penn National Policies" refers to the comprehensive general liability insurance policies, policy no. 515 50 28 53, issued by Pennsylvania Nat'l Mut. Cas. Ins. Co. to Covil for the periods of March 31, 1986 to March 31, 1987, and March 31, 1987 to March 31, 1988.

Dated: April 3, 2020

/s/ *Brady Edwards*
Paul Anton Zevnik
Brady Edwards
Nancy Patterson
W. Brad Nes
Jeffrey Raskin
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Attorneys for Covil Corporation, acting through Peter D. Protopapas, Receiver of Covil Corporation

GOLDBERG SEGALLA LLP

/s/ *Brady A. Yntema*
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Attorneys for Third-Party Defendant Penn National

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document has been served via the Court's CM/ECF system on April 3, 2020. A copy of the foregoing document also has been served on counsel for Insurers via electronic mail.

/s/ Brady Edwards
Brady Edwards

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas, Plaintiff, vs. Pennsylvania National Mutual Casualty Insurance Co., Defendant.	Case Number: 2020-CP-40-01226 DEFENDANT'S RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO THE DEFENDANT

Defendant Pennsylvania National Mutual Casualty Insurance Company ("Penn National") by and through its undersigned counsel, responds as follows to the First Set of Interrogatories ("Interrogatories") propounded by Plaintiff, by and through the Receiver of Covil Corporation ("Receiver").

GENERAL OBJECTIONS

1. Penn National objects to each Interrogatory to the extent it would require the provision of information that is protected by the attorney client privilege, work product doctrine, or any other privilege recognized under applicable law. To the extent that any information that is properly the subject of any privilege is inadvertently provided, such provision is not to be construed as a waiver of such privilege.

2. In providing responses to each Interrogatory, Penn National does not waive any objections it may have to the use, or introduction into evidence, at any stage of this or any other proceeding, of any information provided in response to each Interrogatory. To the extent Penn National responds to each Interrogatory, Penn National does not concede that any of



the information sought or provided is relevant or material to this action, and Penn National expressly reserves and does not in any way waive or intend to waive: (a) objections as to relevancy, materiality and/or admissibility; (b) its right to object on any ground to the use of any of the responses herein, including herein, including at trial of this action or any other action; (c) objections as to vagueness or ambiguity; and (d) its right to object on any ground to any further requests for admission or other discovery requests involving or related to each Interrogatory.

3. Penn National does not waive objections to the truth or accuracy of any term, phrase, or characterization in each Interrogatory, and other than what is expressly admitted in response to each Interrogatory, nothing herein shall be construed as an admission by Penn National of any legal or factual contention contained in any individual Interrogatory.

4. Penn National objects to each Interrogatory to the extent it is vague, ambiguous, overly broad, unduly burdensome, or seeks information not relevant to the parties' claims or defenses or to the subject matter of this action.

5. Penn National objects to each Interrogatory the extent it seeks information other than that which may be obtained through a reasonably diligent search or investigation. In responding to each Interrogatory, Penn National has made a reasonable and diligent inquiry and reasonable diligent search of information and materials within its possession, custody, or control.

6. Penn National objects to each Interrogatory to the extent it purports to require the provision of information that is not in Penn National's possession, custody, or control.

7. Penn National objects to each Interrogatory to the extent it seeks information that can be obtained from documents that (i) are in the possession, custody or control of the Receiver,

(ii) are a matter of public record or are publicly available; or (iii) are as easily obtained by the Receiver as by Penn National.

8. Penn National objects to each Interrogatory to the extent it requires the provision of information in a manner or form that is infeasible, unduly burdensome, vexatious, and/or oppressive.

9. Penn National objects to each Interrogatory to the extent it is unreasonably cumulative or duplicative of any other Request.

10. Penn National objects to each Interrogatory to the extent it is vague, ambiguous, and overly broad because it fails to specify an applicable time period or to the extent it purports to seek information from a time period not relevant to this action.

11. Penn National objects to each Interrogatory to the extent it seeks provision of trade secrets, confidential, proprietary, or competitively or financially sensitive business, personal, customer or client information relating to Penn National. Penn National will provide information only pursuant to the stipulation and protective order entered in this case.

12. Penn National objects to each Interrogatory to the extent it calls for the provision of information that is not reasonably accessible. Such requests are overbroad, and the burden and expense of complying with such requests is excessive and unjustified and is excessive and unjustified and is not reasonably calculated to lead to the discovery of admissible evidence.

13. Penn National objects to each Interrogatory to the extent it seeks information related to policyholders other than Covil Corporation ("Covil").

14. Penn National objects to each Interrogatory to the extent it seeks information that is not related to the claims or agreements at issue in this litigation.

15. Penn National objects to each Interrogatory to the extent it seeks to improperly shift the burden to Penn National to review documents that the Receiver asked that Penn National produce in this lawsuit.

16. Penn National objects to each Interrogatory to the extent it refers to Covil without defining this term.

17. With the exception of all policy information and documents previously produced with Penn National's Opposition to Covil's Motion for Partial Summary Judgment, Penn National will produce relevant, responsive, non-protected information and documents not otherwise subject to Penn National's objections stated herein and below, to the extent they exist and are in Penn National's possession, custody, or control, but such production, if any, will only occur after a protective order is entered in this action.

OBJECTIONS TO DEFINITIONS

1. Penn National objects to the Receiver's definitions to the extent they exceed, conflict with, or violate the requirements of the South Carolina Rules of Civil Procedure and/or any other applicable rules.

2. Penn National objects to the definition of "YOU" and "YOUR" on the ground that it is overly broad, unduly burdensome, oppressive, and seeks documents or information that are not relevant to any issue in this action nor proportional to the needs of this case. Penn National objects to the definition of "YOU" and "YOUR" on the ground that it is overly broad, unduly burdensome, oppressive, and seeks documents or information that are not relevant to any issue in this action nor

proportional to the needs of this case. The Receiver's definition of "YOU" and "YOUR" purports to require Penn National to respond to these Requests on behalf of business entities affiliated or otherwise related to Penn National, notwithstanding that such entities have no past or present involvement in or relationship to the facts, issues or matters potentially relevant to any claims or defenses in this lawsuit.

GENERAL RESPONSE TO REQUESTS

The Responses and Objections included herein are based solely on information and documents that are presently known and available to Penn National. Penn National has conducted a diligent search for information and documents responsive to these Requests to the extent such information and documents exist and are in the possession, custody, or control of Penn National. Penn National reserves the right to modify, amend, or supplement its responses if additional information or documents become available. By producing or referring the Receiver to documents, Penn National does not concede the admissibility or relevance of any document produced or that the document is original, true, complete, or authentic. Penn National reserves the right to challenge the competency, relevancy, materiality, and admissibility of, or object on any ground to, the use of any information set forth herein or documents produced in any subsequent proceeding or at trial. Penn National further reserves its right to rely on any facts, documents or other evidence that may develop or come to Penn National's attention at a later date.

INTERROGATORIES

1. IDENTIFY all insurance policies, of any type, that YOU issued to Covil or which otherwise include Covil as an insured. For purposes of this interrogatory, the term "IDENTIFY"

with respect to an insurance policy means to state (i) the policy number; (ii) the policy period; (iii) the named insured(s); (iv) the limits of liability; and (v) the name of the issuing company.

ANSWER: Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "insurance policies" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses asserted in this action would be liability insurance policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. Penn National also objects to the request to identify policies "which otherwise include Covil as an insured" on the basis that it is unreasonably burdensome or expensive taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the issues at stake in the litigation. Specifically, Penn National does not maintain its records in a way that would provide a reasonable method of searching for policies under which Covil is named as an additional insured or qualifies as an additional insured. Thus, Penn National has no reasonable method of identifying all documents that may be responsive to this Interrogatory.

Subject to and without waiving the foregoing objections, Penn National's search has yielded the following liability policies: Penn National Mutual Casualty Insurance Company issued a Comprehensive General Liability Insurance Policy, policy number 515 50 28 53, to Covil for the periods of March 31, 1986 to March 31, 1987 and March 31, 1987 to March 31, 1988 ("Penn National CGL Policies"), which are being produced with Penn National's responses to the

Receiver's First Set of Requests for Production. Each of the policies speaks for itself, and Penn National refers the Receiver to those documents.

2. IDENTIFY the total amount of policy premiums that YOU received from Covil.

ANSWER: Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to the undefined term "policy premiums" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses in this action would be liability insurance policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, etc., are not relevant to the claims and defenses in this action.

Subject to and without waiving the foregoing objections, Penn National refers to the Penn National CGL Policies, which on their face contain all information known to Penn National regarding premium paid.

3. IDENTIFY all claims submitted by, or on behalf of, Covil for coverage under any insurance policy issued to Covil by YOU and describe YOUR responses thereto.

ANSWER: Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "insurance policy" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and

defenses in this action. Penn National also objects on the basis that this Interrogatory is unreasonably burdensome or expensive taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the issues at stake in the litigation. Additionally, the burden of ascertaining the answer to this Interrogatory is substantially the same for the Receiver as it is for Penn National.

Subject to and without waiving the foregoing objections, to date, Penn National's search has not disclosed any record of any "claim" submitted by or on behalf of Covil except for the Receiver's tender of asbestos lawsuits, with the first such tender being made on or about August 5, 2019: *Timothy Howe, Individually and as Personal Representative of the Estate of Wayne Ervin Howe, deceased and Jeanette Howe vs. Air & Liquid Systems Corporation*, et al. (Case 2015-CP-46-03456; York County, South Carolina). As such, the requested information is as readily accessible to the Receiver as it is to Penn National.

4. IDENTIFY any and all reserve accounts YOU have established for any insurance policy that YOU ever issued to Covil or which otherwise includes Covil as an insured. For purposes of this interrogatory, the term "IDENTIFY" with respect to a reserve account means to state: (i) the policy number(s) associated with the reserve account(s); (ii) the account number(s) for the reserve account(s); (iii) the type of financial instrument(s) used to reserve the funds; (iv) the bank or financial institution where the account(s) was held; (v) the rate of interest earned on each account; (vi) the highest dollar balance reserved; and (vii) the dates each account was opened and closed.

ANSWER: Penn National objects to this Interrogatory on the ground that it is overbroad and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National further objects to this Interrogatory to the extent it seeks confidential, proprietary

business information relating to Penn National. Subject to and without waiving the foregoing objections, Penn National responds as follows: None.

5. State all facts related to YOUR search for any insurance policy issued by YOU to Covil, including the identities of all persons YOU contacted during this process.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "insurance policy" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses asserted in this action would be liability insurance policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. Subject to and without waiving the foregoing objections, Penn National has conducted research of its policies for Covil based on the coverage information and charts produced in the *Finch* action and coverage information and charts provided to Penn National with subpoenas served and informal requests made on behalf of Covil, the Receiver, or Plaintiffs in underlying actions. This search included communications with Penn National's underwriting department with respect to research and investigation of historical policy information and documents.

6. IDENTIFY all locations searched other than those owned or rented by YOU for any insurance policy issued by YOU to Covil or which otherwise names Covil as an insured. For purposes of this interrogatory, the term "IDENTIFY" with respect to a location means to state: (i)

the address of the location; (ii) the owner of the location; and (iii) the nature of the location searched.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "insurance policy" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. Penn National also objects on the basis that this Interrogatory is unreasonably burdensome or expensive taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the issues at stake in the litigation. Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 5 as though fully set forth herein.

7. Describe all steps taken by YOU to IDENTIFY the terms and conditions of each of the policies YOU issued to Covil or which otherwise name Covil as an insured.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn

National only and not on behalf of any other entity. Penn National further objects to the undefined term "policies" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses asserted in this action would be liability insurance policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. Penn National further objects to this Interrogatory to the extent it would require the provision of information that is protected by the attorney client privilege and/or the work product doctrine. Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 5 as though fully set forth herein.

8. State whether YOU have communicated with any reinsurers of policies issued by YOU to Covil and describe the substance of such communications and any responses thereto.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "policies" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. Penn National also objects on the basis that this Interrogatory is unreasonably burdensome or expensive taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the issues at stake in

the litigation. Penn National further objects to this Interrogatory on the ground it seeks disclosure of Penn National's private, confidential, trade secret, and proprietary information.

9. Describe YOUR document retention policies, oral or written, that relate to insurance policies, underwriting information related to such policies, and/or form language used in such policies issued by YOU during the 1950-1990 time period.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "insurance policies" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses asserted in this action would be liability insurance policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action.

Subject to and without waiving the foregoing objections, Penn National is researching and investigating document retention policies for the time period requested, and as such, Penn National reserves the right to supplement this response.

10. Describe YOUR document retention policies, oral or written, that relate to underwriting information for policies issued by YOU during the 1950-1990 time period.

Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in

this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "policies" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses asserted in this action would be liability insurance policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action.

Subject to and without waiving the foregoing objections, Penn National is researching and investigating document retention policies for the time period requested, and as such, Penn National reserves the right to supplement this response.

11. Describe the manner in which YOU maintained, organized, and stored YOUR (i) underwriting and liability claims files, (ii) copies of claims drafts or payments made under comprehensive general liability policies; and (ii) defense counsel billing and payment records from 1950-2018.

Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, Penn National is researching and investigating the manner in which it has maintained, organized, or stored claim files during the time period requested, and Penn National reserves the right to supplement this response.

12. Describe YOUR efforts to locate the materials referenced in Interrogatory No. 11, above, and IDENTIFY the persons involved in such efforts.

Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, Penn National is researching and investigating the manner in which it has maintained, organized, or stored claim files during the time period requested, and Penn National reserves the right to supplement this response.

13. Describe all electronic systems used by YOU in connection with claims handling or underwriting from 1950-2018, including a description of YOUR policies and practices for purging or deleting information contained in these systems over this time period.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, Penn National is researching and investigating its electronic systems and data retention policies for the time period requested, and as such, Penn National reserves the right to supplement this response.

14. State whether YOU were a member of ISO (or its predecessors) prior to 1986 and, if so, what time period you were a member.

Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 1 as though fully set forth herein. These policies were not issued prior to 1986.

15. IDENTIFY all standard language generated by the ISO (or its predecessors) that YOU contend that YOU included in the comprehensive general liability policies issues by YOU before 1986.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Interrogatory on the ground that the information requested is equally available to the propounding party.

Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 1 as though fully set forth herein. These policies were not issued prior to 1986.

16. Describe YOUR process for assigning policy numbers to comprehensive general liability policies issued before 1986.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 1 as though fully set forth herein. These policies were not issued prior to 1986.

17. Please state the date upon which YOU retained coverage counsel related to Covil.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Interrogatory on the ground it is unintelligible in its use of the phrase "coverage counsel related to Covil."

18. IDENTIFY all cases in which YOU have been sued by YOUR policyholders over insurance coverage for asbestos bodily injury claims. IDENTIFY for this interrogatory means to state: (i) the case caption identifying the parties, case number, court and jurisdiction, (ii) the status of the case as pending or resolved, and (iii) if resolved, the manner of resolution, e.g., settlement, summary adjudication, or trial.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not reasonably calculated to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National also objects on the basis that this Interrogatory is unreasonably burdensome or expensive taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the issues at stake in the litigation. Penn National further objects to this Interrogatory on the ground that it seeks publicly available information that is equally available to the propounding party, which should bear the cost of locating any such information.

19. According to records that YOU maintain for YOUR insureds, what was the average (a) mesothelioma jury verdict and (b) lung cancer jury verdict in asbestos cases tried in the United States in 2016, 2017, 2018, and 2019?

ANSWER: Penn National objects to this Interrogatory on the ground that it is compound, overbroad, and appears to assume facts not in evidence. Penn National further objects to this Interrogatory on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, and the burden of producing such

information far outweighs its utility when considering the matters at issue in this case. Penn National specifically objects on the basis that this Interrogatory is unreasonably burdensome or expensive taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the issues at stake in the litigation.

20. IDENTIFY all persons who participated in the decision to refuse to settle the *Rollins* case and the role of each person in that process. Please specifically IDENTIFY the person(s) ultimately responsible for making the decision not to resolve that case and state the rationale for that decision.

ANSWER: Penn National denies that it "refused" to settle the *Rollins* case.

21. How many different insureds do YOU currently defend/indemnify in United States asbestos litigation, and how many asbestos cases are involved?

ANSWER: Penn National objects to this Interrogatory on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, and the burden of producing such information far outweighs its utility when considering the matters at issue in this case. Penn National specifically objects on the basis that this Interrogatory is unreasonably burdensome or expensive taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the issues at stake in the litigation.

22. Please state your position regarding your responsibilities to Covil for the *Rollins* case.

ANSWER: Penn National objects to this Interrogatory as vague as to "your responsibilities to Covil for the *Rollins* case." Subject to and without waiving the foregoing objections, Penn National has complied with any and all responsibilities owed to Covil with respect to the *Rollins* case as set forth in the Penn National CGL Policies.

23. What responsibilities have you agreed to undertake regarding the payment of Ellis & Winters bills for their work defending Covil in asbestos litigation? What amounts have you paid to Ellis & Winters to date for these invoices?

ANSWER: Penn National objects to this Interrogatory on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Penn National recently received invoices from Ellis & Winters consisting of in excess of 1,300 pages, which is currently under review.

24. IDENTIFY all PERSONS with knowledge regarding any of the areas of inquiry covered in The Receiver of Covil Corporation's First Set of Interrogatories, First Set of Requests for Admissions, or First Set of Requests for Production served on October 16, 2019.

ANSWER: This Interrogatory does not pertain to any Interrogatories, Requests for Admissions, or Requests for Production of Documents served in this action. To the extent that this Interrogatory refers to these Interrogatories, Penn National responds that Boyd Wright, Home Office Senior Claim Examiner, assisted counsel in preparation of Penn National's responses to the Receiver's Interrogatories.

25. Have you identified each and every insurance policy, *of any kind*, that you ever issued to Covil or that provided protection to Covil.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than

Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "insurance policy" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses asserted in this action would be liability insurance policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action.

Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 1.

26. In your First Defense, you contend that the Receiver for Covil has no standing to pursue the claims made the basis of this lawsuit. Please state the factual and legal basis for this contention.

ANSWER: Penn National objects to this interrogatory as vague, overbroad, and unduly burdensome. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Furthermore, this Interrogatory is premature as discovery has hardly commenced. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Moreover, Penn National responds that, upon information and belief, Covil is an entity that has been dissolved and is no longer a viable entity

for which the Receiver has standing to pursue the claims asserted in this action, and that to the extent that Covil has not expended any amount to pay defense costs in the *Rollins* action or the settlement in the *Rollins* action, Covil does not have standing to pursue the claims made the basis of this lawsuit. Penn National further responds that discovery in this case is ongoing, and Penn National reserves the right to supplement its response to this Interrogatory.

27. In your First Defense, you contend that the Receiver has failed to satisfy certain conditions precedent to the filing of this lawsuit. Please state the factual and legal basis for this contention.

ANSWER: Penn National objects to this interrogatory as vague, overbroad, and unduly burdensome. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Furthermore, this Interrogatory is premature as discovery has hardly commenced. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Moreover, Penn National's support for its defense that the Receiver has failed to satisfy certain conditions precedent for coverage under the subject Penn National policies is set forth in Penn National's Memorandum of Law in Opposition to Covil's Motion for Partial Summary Judgment. Discovery in this case is ongoing, and Penn National reserves the right to supplement its response to this Interrogatory.

28. In your Third Defense, you contend that the Receiver failed to provide you with timely notice of the *Rollins* lawsuit. Please state when you first became aware of insurance coverage litigation related to Covil's asbestos liabilities and state what you did to investigate the asbestos claims, on a case by case basis, underlying that insurance coverage litigation.

ANSWER: Penn National's support for its defense that the Receiver has failed to satisfy certain conditions precedent for coverage under the subject Penn National policies for the *Rollins* lawsuit, which is the subject of this litigation, is set forth in Penn National's Memorandum of Law in Opposition to Covil's Motion for Partial Summary Judgment. Discovery in this case is ongoing, and Penn National reserves the right to supplement its response to this Interrogatory.

29. Why do you contend that the *Rollins* case is not covered by the insurance policies that you issued to Covil?

ANSWER: Penn National objects to this interrogatory as vague, overbroad, and unduly burdensome. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Furthermore, this Interrogatory is premature as discovery has hardly commenced. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Moreover, Penn National's support for its coverage positions under the subject Penn National policies is set forth in Penn National's

Memorandum of Law in Opposition to Covil's Motion for Partial Summary Judgment. Discovery in this case is ongoing, and Penn National reserves the right to supplement its response to this Interrogatory.

30. Are you now aware of all of the prior rulings made by the receivership Court responsible for the Covil receivership, and do you agree to abide by those rulings?

ANSWER: Penn National objects to this Interrogatory as it is vague as to "all of the prior rulings made by the receivership Court" without specificity as to any such rulings and that it assumes that any such ruling is binding on Penn National and addresses all matters of coverage under Penn National's subject policies of insurance for Covil.

31. When was the first time that you communicated with Covil's asbestos defense counsel at Ellis & Winters, and when was the first time that you agreed to participate in the defense of Covil's underlying asbestos litigation?

ANSWER: Penn National objects to this Interrogatory to the extent it requests information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence for the claims asserted in this case. Subject to and without waiving the foregoing objection, Penn National first contacted the Ellis & Winters firm with respect to the *Rollins* lawsuit on February 13, 2020.

32. When were you first made aware that the Receiver for Covil was not seeking the imposition of punitive damages in this case?

ANSWER: Penn National objects to this Interrogatory to the extent it requests information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objection, Penn National received an e-

mail from the Receiver's counsel on March 12, 2020. The substance of the e-mail speaks for itself and is as readily accessible to the Receiver as it is to Penn National.

33. In your Eighth Defense, you contend that Covil failed to mitigate its damages in this case. Please state the factual and legal basis for this contention.

ANSWER: Penn National objects to this interrogatory as vague, overbroad, and unduly burdensome. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Furthermore, this Interrogatory is premature as discovery has hardly commenced. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Penn National's defenses are preserved and are appropriately set forth in its Answer. Discovery in this case is currently in its early stages, including disclosure of the facts relating to the "settlement" of the claims asserted against Covil in the *Rollins* case. Penn National reserves the right to supplement its response to this Interrogatory.

34. In your Ninth Defense, you contend that Covil's claims are barred by waiver, estoppel, and/or laches. Please state the factual and legal basis for this contention.

ANSWER: Penn National objects to this interrogatory as vague, overbroad, and unduly burdensome. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden

runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Furthermore, this Interrogatory is premature as discovery has hardly commenced. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Penn National's defenses are preserved and are appropriately set forth in its Answer. Discovery in this case is currently in its early stages, including disclosure of the facts relating to the "settlement" of the claims asserted against Covil in the *Rollins* case. Penn National reserves the right to supplement its response to this Interrogatory.

35. In your Tenth Defense, you contend that Covil's claims are barred by the applicable statute of limitations or statute of repose. Please state the factual and legal basis for this contention.

ANSWER: Penn National objects to this interrogatory as vague, overbroad, and unduly burdensome. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Furthermore, this Interrogatory is premature as discovery has hardly commenced. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

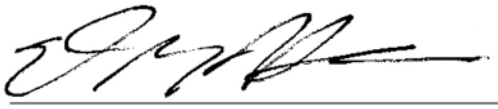
Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Penn National's defenses are preserved and are appropriately set forth in its Answer. Discovery in this case is currently in its early stages, including disclosure of the facts relating to the "settlement" of the claims asserted against Covil in the *Rollins* case. Penn National reserves the right to supplement its response to this Interrogatory.

36. Please describe your understanding of the applicability and responsiveness of your policies' responsiveness to asbestos cases in light of the Receiver Court's statement of the law of South Carolina related to insurance coverage in asbestos cases. In your view, what types of cases would be covered and when?

ANSWER: Penn National objects to this Interrogatory in that it is overly broad and unduly burdensome with respect to the claims in this case, including the request of "In your view, what types of cases would be covered and when?" Penn National's support as to its position as to coverage under its subject policies with respect to the *Rollins* case is set forth in Penn National's Memorandum of Law in Opposition to Covil's Motion for Partial Summary Judgment.

This the 15TH day of May, 2020.

GOLDBERG SEGALLA LLP



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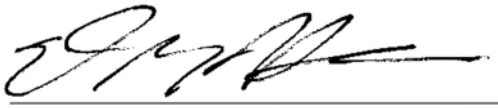
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the **DEFENDANT'S RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO THE DEFENDANT** was served on the 15th day of May, via electronic mail and First Class Mail, postage prepaid addressed to the following:

Jescelyn T. Spitz
Rikard & Protopapas, LLC
1339 Blanding Street
Columbia, SC 29201
jspitz@rplegalgroup.com
Attorney for the Receiver

This the 15TH day of May, 2020.

GOLDBERG SEGALLA LLP



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Attorneys for Penn National

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT Case Number: 2020-CP-40-02098
Covil Corporation, by and through its duly appointed receiver Peter D. Protopapas, Plaintiff, v. Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and South Carolina Property & Casualty Insurance Guaranty Association, Defendant.	**Penn National's Responses to the Receiver of Covil Corporation's Request for Production**

Defendant Pennsylvania National Mutual Casualty Insurance Company ("Penn National") by its undersigned counsel, responds as follows to the First Set of Requests for Production ("Requests") propounded by the Receiver of Covil ("Receiver")

GENERAL OBJECTIONS

1. Penn National objects to each Request to the extent it would require the provision of information or documents that are protected by the attorney client privilege, work product doctrine, or any other privilege recognized under applicable law. To the extent that any information or documents properly the subject of any privilege are inadvertently provided, such provision is not to be construed as a waiver of such privilege.

2. In providing responses to each Request, Penn National does not waive any objections it may have to the use, or introduction into evidence, at any stage of this or any other proceeding, of any information or documents provided in response to each Request. To the extent Penn National responds to each Request, Penn National does not concede that any of



the information or documents sought or provided are relevant or material to this action, and Penn National expressly reserves and does not in any way waive or intend to waive: (a) objections as to relevancy, materiality, and/or admissibility; (b) its right to object on any ground to the use of any of the responses herein, including at trial of this action or any other action; (c) objections as to vagueness or ambiguity; and (d) its right to object on any ground to any further requests for admission or other discovery requests involving or related to each Request.

3. Penn National does not waive objections to the truth or accuracy of any term, phrase, or characterization in each Request, and other than what is expressly admitted in response to each Request, nothing herein shall be construed as an admission by Penn National of any legal or factual contention contained in any individual Request.

4. Penn National objects to each Request to the extent it is vague, ambiguous, overly broad, unduly burdensome, or seeks documents not relevant to the parties' claims or defenses or to the subject matter of this action.

5. Penn National objects to each Request the extent it seeks documents other than that which may be obtained through a reasonably diligent search or investigation. In responding to each Request, Penn National has made a reasonable and diligent inquiry and reasonable diligent search of information and materials within its possession, custody, or control.

6. Penn National objects to each Request to the extent it purports to require the provision of documents that are not in Penn National's possession, custody, or control.

7. Penn National objects to each Request to the extent it requires the provision of documents in a manner or form that is infeasible, unduly burdensome, vexatious, or oppressive.

8. Penn National objects to each Request to the extent it is unreasonably cumulative or duplicative of any other Request.

9. Penn National objects to each Request to the extent it is vague, ambiguous, and overly broad because it fails to specify an applicable time period or to the extent it purports to seek documents from a time period not relevant to this action.

10. Penn National objects to each Request to the extent it seeks provision of trade secrets, confidential, proprietary, or competitively or financially sensitive business, personal, customer or client information or documents relating to Penn National. Penn National will provide such documents only pursuant to a stipulation and protective order entered in this case.

11. Penn National objects to each Request to the extent it calls for the provision of documents not reasonably accessible. Such requests are overbroad, and the burden and expense of complying with such requests is excessive and unjustified and is excessive and unjustified and is not reasonably calculated to lead to the discovery of admissible evidence.

12. Penn National objects to each Request to the extent it seeks documents related to policyholders other than Covil Corporation.

13. Penn National objects to each Request to the extent it seeks documents that are not related to the claims or agreements at issue in this litigation.

14. Penn National objects to each Request to the extent it seeks to improperly shift the burden to Penn National to review documents that the Receiver asked that Penn National produce in this lawsuit.

OBJECTIONS TO DEFINITIONS

1. Penn National objects to the Receiver's definitions to the extent they exceed, conflict with, or violate the requirements of the South Rules of Civil Procedure and any other applicable rules.

2. Penn National objects to the definition of "YOU" and "YOUR" on the ground that it is overly broad, unduly burdensome, oppressive, and seeks documents or information that are

not relevant to any issue in this action nor proportional to the needs of this case. The Receiver's definition of "YOU" and "YOUR" purports to require Penn National to respond to these Requests on behalf of business entities "related" to Penn National, notwithstanding that such entities have no past or present involvement in or relationship to the facts, issues or matters potentially relevant to any claims or defenses in this lawsuit.

GENERAL RESPONSE TO REQUESTS

The Responses and Objections included herein are based solely on information and documents that are presently known and available to Penn National. Penn National has conducted a diligent search for information and documents responsive to these Requests to the extent such information and documents exist and are in the possession, custody, or control of Penn National. Penn National reserves the right to modify, amend, or supplement its responses if additional information or documents become available. By producing or referring the Receiver to documents, Penn National does not concede the admissibility or relevance of any document produced or that the document is original, true, complete, or authentic. Penn National reserves the right to challenge the competency, relevancy, materiality, and admissibility of, or object on any ground to, the use of any information set forth herein or documents produced in any subsequent proceeding or at trial. Penn National further reserves its right to rely on any facts, documents or other evidence that may develop or come to Penn National's attention at a later date.

RESPONSES

REQUEST FOR PRODUCTION NO. 1:

All DOCUMENTS in YOUR possession from any time prior to November 2, 2018 containing the word "Covil."

RESPONSE: Penn National objects to the use of the defined term "YOUR" in this Request because it requires a response on behalf of business entities other than Penn National.

Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Request on the ground it fails to specify the requested documents with the "reasonable particularity" required by Rule 34(b) of the South Carolina Rules of Civil Procedure. Penn National also objects on the ground that the request is overly broad and unduly burdensome in that it would be difficult, if not impossible, to identify each and every document that may contain the word "Covil" that may exist in Penn National's paper or other electronic files. Penn National will respond to specific, particularized requests for documents or categories of documents, but Penn National objects to omnibus and catch-all requests such as this. Penn National also objects to this request on the ground it seeks documents protected from disclosure by the attorney-client communications privilege, work product doctrine, common interest doctrine, joint defense privilege, and/or any other applicable privileges and protections.

Subject to and without waiving the foregoing objections, prior to November 2, 2018, Penn National responded to the subpoena issued by Plaintiffs' counsel in the *Finch* asbestos case and provided all policies found by Penn National pursuant to the information provided and further provided such information to Covil's underlying defense counsel. Such documents have been previously provided by Penn National to the Receiver and they are as readily available to the Receiver as they are to Penn National. Penn National continues to review its files with respect to any such non-protected documents that pre-date November 2, 2018, and it reserves the right to supplement this response.

REQUEST FOR PRODUCTION NO. 2:

All insurance policies, of any type, that YOU issued to Covil or which otherwise include Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "insurance policies" in this Request. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. In addition, Penn National object to this Request on the basis that it is disproportionate to the needs of the case considering, among other things, the importance of the issues at stake, the importance of the discovery in resolving the issues, and whether the burden or expence of the proposed discovery outweighs its likely benefit. For example, Penn National does not maintain its records in a way that would provide a reasonable method of searching for policies under which Covil is named as an additional insured or qualifies as an additional insured. Thus, Penn National has no method of identifying all documents that are responsive to this Request.

Subject to and without waiving the foregoing objections, Penn National's search has yielded the following liability policies: Pennsylvania National Mutual Casualty Insurance Company issued a Comprehensive General Liability Insurance Policy, policy number 515 50 28 53, to Covil for the periods of March 31, 1986 to March 31, 1987 and March 31, 1987 to March 31, 1988 ("CGL Policies"). All portions of the CGL Policies issued by Pennsylvania National Mutual Casualty Insurance Company to Covil retained by Pennsylvania National Mutual Casualty Insurance Company and found as a result of Penn National's search, to date, are produced as part of this Request.

REQUEST FOR PRODUCTION NO. 3:

All DOCUMENTS that relate to the underwriting of any insurance policy that you issued to Covil or which otherwise includes Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "insurance policy" in this Request. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action.

Subject to and without waiving the foregoing objections, Penn National is continuing its search for underwriting related documents and reserved the right to supplement this response by producing relevant, responsive, and non-protected documents to the extent they exist and are in Penn National's possession, custody, or control, but such production, if any, only occur after a protective order is entered in this action.

REQUEST FOR PRODUCTION NO. 4:

All DOCUMENTS that relate to all claims submitted by, or on behalf of, Covil for coverage under any insurance policy issued YOU issued to Covil.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "insurance policy" in this Request. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. Penn National also objects to this Request

to the extent it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, common interest doctrine, joint defense privilege, and/or any other applicable privileges and protections.

Subject to and without waiving the foregoing objections, the Receiver has tendered each and every Covil related claim to Penn National and no other Covil related claims were submitted to Penn National prior to the appointment of the Receiver. As such, the requested information or documents are as readily available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 5:

All DOCUMENTS that relate to any and all reserve accounts YOU have established for any insurance policy that YOU ever issued to Covil or which otherwise includes Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Request on the ground that it seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National further objects to this Request to the extent it seeks confidential, proprietary business information or documents relating to Penn National.

REQUEST FOR PRODUCTION NO. 6:

All DOCUMENTS that relate to any loss run for any insurance policy that YOU ever issued to Covil or which otherwise includes Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "insurance policy" in this Request. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability

policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. Penn National also objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, common interest doctrine, joint defense privilege, and/or any other applicable privileges and protections.

Subject to and without waiving the foregoing objections, Penn National will produce relevant, responsive, and non-protected documents to the extent they exist and are in Penn National's possession, custody, or control, but such production, if any, will only occur after a stipulation and protective order is entered in this action.

REQUEST FOR PRODUCTION NO. 7:

All DOCUMENTS that relate to any correspondence between YOU and Covil's defense counsel at any time, specifically including all invoices from, or payments made to, Covil's defense counsel.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, common interest doctrine, joint defense privilege, and/or any other applicable privileges and protections. Penn National further objects to this Request on the ground that is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, the Receiver has tendered each and every Covil related claim to Penn National and no other Covil related claims were submitted to Penn National prior to the appointment of the Receiver. As such, the Receiver has been involved in and kept informed of the defense of Covil on all Covil related claims tendered to Penn National.

To the extent necessary, Penn National will produce relevant, responsive, and non-protected documents to the extent they exist and are in Penn National's possession, custody, or control, but such production, if any, will only occur after a stipulation and protective order is entered in this action.

REQUEST FOR PRODUCTION NO. 8:

All subpoenas YOU served in an effort to locate any insurance policy YOU issued to Covil or which otherwise includes Covil as an insured, as well as all correspondence and responses that YOU received in response to these subpoenas.

RESPONSE: None. To the extent Penn National issues any such subpoenas, Penn National will provide each such subpoena to the Receiver.

REQUEST FOR PRODUCTION NO. 9:

All DOCUMENTS that relate to the steps taken by YOU to determine whether YOU issued any insurance policy to Covil or which otherwise includes Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to the undefined term "insurance policy" in this Request. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. Penn National further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, common interest doctrine, joint defense privilege, or any other applicable privileges and protections.

Subject to and without waiving the foregoing objections, Penn National has provided what "steps" it has taken to date to determine whether any liability policies were issued to Covil in

Penn National's responses to the Receiver's First Set of Interrogatories, and Penn National refers to and incorporates its objections and response to the Receiver's Interrogatory 5.

REQUEST FOR PRODUCTION NO. 10:

All DOCUMENTS that relate to the steps taken by YOU to identify the terms and conditions of each of the policies YOU issued to Covil or which otherwise name Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to the undefined term "insurance policy" in this Request. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. Penn National further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, common interest doctrine, joint defense privilege, and/or any other applicable privileges and protections.

Subject to and without waiving the foregoing objections, Penn National, in its responses to the Receiver's First Set of Interrogatories, has provided the "steps" that have been taken to date to determine the "terms and conditions" of the CGL policies that were issued to Covil by Pennsylvania National Mutual Casualty Insurance Company. Investigation and research of the "terms and conditions" of the CGL Policies is continuing, and Penn National specifically reserves the right to supplement this Response. Penn National refers the Receiver to Penn National's response to the Receiver's Interrogatory No. 7.

REQUEST FOR PRODUCTION NO. 11:

All DOCUMENTS that relate to policies, treaties and/or arrangements obtained by YOU, or on YOUR behalf, to reinsure all or a portion of the risk of any insurances policies that YOU issued to

Covil or which otherwise include Covil as an insured. This request specifically includes documents reflecting the related brokering activities and any subsequent claims YOU submitted.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to this Request because it seeks information and documents that are neither relevant to any issue in this action nor proportional to the needs of the case. Documents concerning reinsurance and communications with reinsurers are not relevant to any issue in this action. In addition, the work product doctrine also protects against the discoverability of reinsurance information. Rule 26(b)(3) of the South Carolina Rules of Civil Procedure expressly provides that "a party may obtain discovery of documents and tangible things … prepared in anticipation of litigation or for the trial by or for another party or by or for that other party's representative (including his attorney, consultant, surety, indemnitor, *insurer*, or agent) *only* upon a showing that the party seeking discovery has substantial need of the materials in the preparation of his case and that he is unable without undue hardship to obtain the substantial equivalent of the materials by other means" (emphasis added). A reinsurer is an insurer or indemnitor of an insurance company. Thus, any communications between Penn National and its reinsurers fall within the scope of this protection.

REQUEST FOR PRODUCTION NO. 12:

ALL documents relating to Covil's history or business activities.

RESPONSE: Penn National objects to this request to the extent it is overly broad and unduly burdensome. Subject to and without waiving the foregoing objections, the only responsive documents provided to Penn National would have been provided during the course of Penn National's involvement in the *Finch* coverage actions or the underlying asbestos cases

tendered by the Receiver to Penn National. For this reason, such documents are as readily (if not more) available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 13:

ALL documents reflecting any evidence of any insurance issued to, or protective of, Covil by any insurer at any time.

RESPONSE: Penn National objects to this request to the extent it is overly broad, unduly burdensome, and does not seek documents that are relevant or likely to lead to the discovery of relevant evidence in this case. Any documents evidencing insurance issued to Covil, or protective of, Covil by any insurer other than Penn National would have been provided to Penn National by Covil or the Receiver after the appointment of the Receiver. Penn National has previously produced all Penn National insurance related information as to insurance issued to, or protective of, Covil by way of prior responses to subpoenas, discovery requests, or other informal requests in the *Finch* related actions. As such, the requested documents are as readily (if not more) available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 14:

All DOCUMENTS related to YOUR document retention policies, written or oral, from 1950 to 2018.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 10.

REQUEST FOR PRODUCTION NO. 15:

All DOCUMENTS that relate to the manner in which YOU maintained, organized, and stored YOUR underwriting and liability claims files from 1950 to 2018.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 11.

REQUEST FOR PRODUCTION NO. 16:

All DOCUMENTS that relate to the manner in which YOU maintained, organized, and stored YOUR copies of claims drafts or payments made under comprehensive general liability policies from 1950 to 2018.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 11.

REQUEST FOR PRODUCTION NO. 17:

All DOCUMENTS that relate to the manner in which YOU maintained, organized, and stored your defense counsel billing and payment records from 1950 to 2018.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 11.

REQUEST FOR PRODUCTION NO. 18:

All DOCUMENTS that relate to or describe all electronic systems used by YOU in connection with claims handling or underwriting from 1950 to 2018, including YOUR policies and practices for purging or deleting information contained in these systems throughout this time period.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 13.

REQUEST FOR PRODUCTION NO. 19:

All DOCUMENTS that relate to, describe, or discuss any forms used by YOU in YOUR comprehensive general liability policies from 1950 to 1986.

RESPONSE: Penn National objects to this Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to this Request because it seeks

information and documents that are neither relevant to any issue in this action nor proportional to the needs of the case.

Pennsylvania National Mutual Casualty Insurance Company had an insuring relationship with Covil between March 31, 1986 to March 31, 1988. As a result, document retention policies from many decades before or after this period are not relevant to any issue in this action. Penn National objects to this Request on the ground that it is overly broad, unduly burdensome, and seeks information or documents not relevant to the parties' claims or defenses or to the subject matter of this action.

Subject to and without waiving the foregoing objections, Penn National reserves the right to supplement this Response with relevant, responsive, and non-protected documents to the extent they exist.

REQUEST FOR PRODUCTION NO. 20:

All DOCUMENTS that relate to YOUR process for assigning prefixes and/or policy numbers to comprehensive general liability policies issued before 1986.

RESPONSE: Penn National objects to this Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOUR" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, the Covil policies found by Penn National were in effect beginning March 31, 1986, and as such, Penn National's manner of assigning prefixes or policy numbers prior to 1986, if any, is irrelevant and not likely to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 21:

All DOCUMENTS evidencing what YOU contend are the material terms and conditions of the insurance policies YOU issued to Covil.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to the undefined term "insurance policies" in this Request. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Other types of policies, *e.g.* workers compensation policies, inland marine policies, *etc.*, are not relevant to the claims and defenses in this action. Penn National further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, common interest doctrine, joint defense privilege, and/or any other applicable privileges and protections.

Pennsylvania National Mutual Casualty Insurance Company had an insuring relationship with Covil between March 31, 1986 to March 31, 1988. Investigation and research of the "material terms and conditions" of the relevant liability insurance policies is conducted on a case-by-case basis with respect to each Covil related asbestos claim tendered to Penn National. Any documents addressing the terms and conditions of Penn National's Covil related policies as to a Covil related asbestos claim generated by Penn National that are not protected by the attorney-client privilege, work product doctrine, and/or other privilege, would have been provided to Covil, the Receiver, or their respective counsel. As such, such documents would be as readily available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 22:

All DOCUMENTS predating 1986 that refer or relate to YOUR membership in or subscription to the Insurance Services Office ("ISO") or any of its predecessors.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 14.

REQUEST FOR PRODUCTION NO. 23:

All DOCUMENTS predating 1986 reflecting communications between YOU and the ISO, or any state or regulatory or insurance commission regarding the drafting or meaning of any general liability insurance policy of provision in any general liability insurance policy.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 14.

REQUEST FOR PRODUCTION NO. 24:

All DOCUMENTS that refer or relate to YOUR participation in the April 21, 1977 meeting held by the American Insurance Association to discuss insurance coverage for asbestos bodily injury lawsuits.

RESPONSE: Penn National objects to this Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOUR" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving these objections, Penn National is continuing its search as to any responsive documents, and reserves its right to supplement it response to this Request.

REQUEST FOR PRODUCTION NO. 25:

All entries from YOUR claims registers and microfiche archives regarding your insuring relationship with Covil.

RESPONSE: Penn National objects to this Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National further objects to the extent that this Request

is for documents protected by the attorney-client privilege and work product doctrine. Penn National also objects to the use of the defined term "YOUR" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving these objections, Penn National is continuing its search as to any responsive documents, and reserves its right to supplement it response to this Request beyond the insurance related documents and policies already produced to the Receiver in the *Finch* coverage actions.

REQUEST FOR PRODUCTION NO. 26:

Produce all DOCUMENTS relating to the reasons why any insurance policy YOU issued to Covil is now lost or destroyed.

RESPONSE: Penn National refers to and incorporates its objections and response to Request No. 14, and further responds that it currently has no information or knowledge that any Penn National policy issued to Covil has been "lost or destroyed". Penn National has previously provided to the Receiver all policy documents it has found as a result of its searches for Covil insurance policies. Penn National reserves the right to supplement this response to the extent further information is found with respect to Covil insurance policies, including if any such policies were "lost or destroyed".

REQUEST FOR PRODUCTION NO. 27:

All DOCUMENTS YOU were requested to identify, or relied on or referred to in responding to Plaintiff's First Set of Interrogatories served concurrently herewith.

RESPONSE: Penn National objects to this Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than

Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further incorporates any objections asserted by Penn National to Plaintiffs' First Set of Interrogatories.

REQUEST FOR PRODUCTION NO. 28:

All responses that you have made to lawsuits tendered to "YOU" for defense and indemnification.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, the Receiver has tendered each and every Covil related claim to Penn National and no other Covil related claims were submitted to Penn National prior to the appointment of the Receiver. As such, the requested information or documents are as readily available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 29:

All documents reflecting "YOUR" claims handling policies and/or protocols.

RESPONSE: Penn National objects to the use of the defined term "YOUR" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Request on the grounds that it is overly broad, and seeks documents that are irrelevant and not likely to lead to the discovery of admissible evidence. Penn National also objects to this Request to the extent it seeks provision of confidential, or proprietary documents relating to Penn National. To the extent such documents are deemed to be discoverable in this action, Penn National will provide the documents only pursuant to a stipulation and protective order entered in this case.

REQUEST FOR PRODUCTION NO. 30:

All documents regarding the Covil receivership.

RESPONSE: Penn National objects to this Request on the grounds that it is vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence in this case. To the extent a response is required, any and all discoverable and non-protected documents that are responsive to this Request are as readily (if not more) available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 31:

All insurance policies, of any type, that YOU issued to Covil or that include Covil as an additional insured, including policies that identify the [Contractors listed in Exhibit A attached to the Request for Production] as the named insured or as an additional insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Request on the basis that it asks Penn National to produce "all insurance policies, of any type that [Penn National] issued to Covil" for 250 Contractors for which the Subpoena fails to identify any relationship or association that each Contractor had with Covil Corporation (*i.e.* subcontractor) relevant to any subject claims in this action, or even that any relationship or association exists between Covil Corporation and such Contractors. Given the scope of this Request and the lack of information provided to Penn National with respect to the Contractors, the Request is not limited in any reasonable manner to avoid imposing undue burden or expense on Penn National.

Penn National further objects to this Request on the basis that it is overbroad, overly burdensome, and seeks documents and information not likely to lead to the discovery of

admissible evidence, because the Request is not limited to the type of policies relevant to the claims and defenses in this action – liability policies – as opposed to other types of insurance.

Penn National objects to this Request to the extent it requests documents that are of a confidential or proprietary nature, including to the extent it requests documents containing confidential or proprietary information of Penn National and its insureds without a confidentiality agreement and protective order that would protect against disclosure of such documents or information related to such documents outside the necessary parties to this action.

Subject to, and without waiving these objections, Penn National has performed the necessary due diligence in researching this request, despite the immense amount of time needed to complete this task, and having exercised reasonable diligence in searching its files, Penn National has not located any documents responsive to this request, with the exception of comprehensive general liability policies issued to Covil for the periods of March 31, 1986 to March 31, 1987, and March 31, 1987 to March 31, 1988, bearing policy number 515 50 28 53, which have previously been produced to the Receiver.

REQUEST FOR PRODUCTION NO. 32:

All certificates of insurance or other documents evidencing any insurance coverage that YOU provided to Covil, including certificates of insurance or documents that identify or concern the [Facilities listed in Exhibit A attached to the Request for Production].

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National objects to this Request on the basis that it asks Penn National to produce "all insurance policies, of any type that [Penn National] issued to Covil" for 250 Facilities for which the Subpoena fails to identify any relationship or association that each Facility had with Covil

Corporation (*i.e.* subcontractor) relevant to any subject claims in this action, or even that any relationship or association exists between Covil Corporation and such Facilities. Given the scope of this Request and the lack of information provided to Penn National with respect to the Facilities, the Request is not limited in any reasonable manner to avoid imposing undue burden or expense on Penn National.

Penn National objects to this Request on the basis that it is overbroad, overly burdensome, and seeks documents and information not likely to lead to the discovery of admissible evidence, because the Request is not limited to the type of policies relevant to the claims and defenses in this action – liability policies – as opposed to other types of insurance.

Penn National objects to this Request to the extent it requests documents that are of a confidential or proprietary nature, including to the extent it requests documents containing confidential or proprietary information of Penn National and its insureds without a confidentiality agreement and protective order that would protect against public disclosure of such documents or information related to such documents.

Subject to, and without waiving these objections, Penn National has performed the necessary due diligence in researching this request, despite the immense amount of time needed to complete this task, and having exercised reasonable diligence in searching its files, Penn National has not located any documents responsive to this request, with the exception of comprehensive general liability policies issued to Covil for the periods of March 31, 1986 to March 31, 1987, and March 31, 1987 to March 31, 1988, bearing policy number 515 50 28 53, which have previously been produced to the Plaintiffs.

REQUEST FOR PRODUCTION NO. 33:

All documents that relate to the steps taken by YOU to locate information and documents responsive to these requests.

RESPONSE: Penn National objects to this Request to the extent it requests documents protected by the attorney-client privilege and/or documents that are of a confidential or proprietary nature, which may include advice of Penn National's counsel.

Subject to and without waiving these objections, Penn National refers to and incorporates its objections and response to the Receiver's Interrogatory No. 5.

This the 10th day of May, 2021.

GOLDBERG SEGALLA LLP

/s/ David G. Harris II
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CERTIFICATE OF SERVICE

I hereby certify that on May 10th, 2021, I served the foregoing upon the following persons/entities at the following addresses via electronic mail:

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This the 10th day of May, 2021.

GOLDBERG SEGALLA LLP

/s/ David G. Harris II
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Attorneys for Defendant Penn National

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT Case Number: 2020-CP-40-02098
Covil Corporation, by and through its duly appointed receiver Peter D. Protopapas, Plaintiff, v. Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and South Carolina Property & Casualty Insurance Guaranty Association, Defendant.	**Penn National's Supplemental Answers to the Receiver of Covil Corporation's First Set of Interrogatories**

Defendant Pennsylvania National Mutual Casualty Insurance Company ("Penn National"), by its undersigned counsel, provides its supplemental responses as follows to the First Set of Interrogatories ("Interrogatories") propounded by the Receiver of Covil Corporation ("Receiver").

GENERAL RESPONSE TO REQUESTS

The Responses and Objections included herein are based solely on information and documents that are presently known and available to Penn National. Penn National has conducted a diligent search for information and documents responsive to these Requests to the extent such information and documents exist and are in the possession, custody, or control of Penn National. Penn National reserves the right to modify, amend, or supplement its responses if additional information or documents become available. By producing or referring the Receiver to documents, Penn National does not concede the admissibility or relevance of any document produced or that the document is original, true, complete, or authentic. Penn National reserves the right to challenge the competency, relevancy, materiality, and admissibility of, or object on



any ground to, the use of any information set forth herein or documents produced in any subsequent proceeding or at trial. Penn National further reserves its right to rely on any facts, documents or other evidence that may develop or come to Penn National's attention at a later date.

INTERROGATORIES

INTERROGATORY NO. 1:

IDENTIFY all insurance policies, of any type, that YOU issued to Covil or which otherwise include Covil as an insured. For purposes of this interrogatory, the term "IDENTIFY" with respect to an insurance policy means to state (i) the policy number; (ii) the policy period; (iii) the named insured(s); (iv) the limits of liability; and (v) the name of the issuing company.

ANSWER: Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Penn National also objects to the request to identify policies "which otherwise include Covil as an insured" on the basis that is disproportionate to the needs of the case considering, among other things, the importance of the issues at stake, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Specifically, Penn National does not maintain its records in a way that would provide a reasonable method of searching for policies under which Covil is named as an additional insured or qualifies as an additional insured. Thus, Penn National has no reasonable method of identifying all documents that may be responsive to this Interrogatory.

Subject to and without waiving the foregoing objections, Penn National's search has yielded the following liability policies: (1) Penn National issued a Comprehensive General Liability Insurance Policy, policy number 515 50 28 53, to Covil for the periods of March 31, 1986

to March 31, 1987 and March 31, 1987 to March 31, 1988 ("CGL Policies"), which have been previously produced to the Receiver in the *Finch* related actions and in response to other informal requests; and (2) Penn National also issued certain auto liability, inland marine, and workers compensation insurance policies to Covil, which are not at issue with respect to the claims in this action, *i.e.* coverage for asbestos claims asserted against Covil. However, Penn National is providing all underwriting documents relating to such policies that Penn National has obtained through its search as part of its response to the Receiver's Request for Production. Each of the policy and underwriting documents speak for itself, and Penn National refers the Receiver to those documents pursuant to Rule 33(d).

INTERROGATORY NO. 2:

IDENTIFY the total amount of policy premiums that YOU received from Covil.

ANSWER: Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Subject to and without waiving the foregoing objections, pursuant to Rule 33(d), Penn National refers to the Penn National CGL Policies, which on their face contain all information known to Penn National regarding premium paid.

INTERROGATORY NO. 3:

IDENTIFY all claims submitted by, or on behalf of, Covil for coverage under any insurance policy YOU issued to Covil, and describe YOUR responses thereto and the disposition of each such claim.

ANSWER: Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects on the ground that the only type of insurance policy

relevant to the claims and defenses asserted in this action is liability policies. Additionally, the burden of ascertaining the answer to this Interrogatory is substantially the same for the Receiver as it is for Penn National.

Subject to and without waiving the foregoing objections, the Receiver has tendered each and every Covil asbestos related claim that has been submitted to Penn National and no other Covil asbestos related claims were submitted to Penn National prior to the appointment of the Receiver. As such, the requested information is as readily available to the Receiver as it is to Penn National.

INTERROGATORY NO. 4:

IDENTIFY any and all reserve accounts YOU have established for any insurance policy YOU ever issued to Covil or that otherwise includes Covil as an insured. For purposes of this interrogatory, the term "IDENTIFY" with respect to a reserve account means to state: (i) the policy number(s) associated with the reserve account(s); (ii) the account number(s) for the reserve account(s); (iii) the type of financial instrument(s) used to reserve the funds; (iv) the bank or financial institution where the account(s) was held; (v) the rate of interest earned on each account; (vi) the highest dollar balance reserved; and (vii) the dates each account was opened and closed.

ANSWER: Penn National objects to this Interrogatory on the ground that it is overbroad and seeks information that is not likely to lead to discovery of admissible evidence. Penn National further objects to this Interrogatory to the extent it seeks confidential, proprietary business information relating to Penn National.

INTERROGATORY NO. 5:

Describe in detail your search for any insurance policy YOU issued to Covil. Your answer should state all facts related to YOUR search, including but not limited to, the identities of all persons YOU contacted during this process.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than

Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies.

Subject to and without waiving the foregoing objections, Penn National has conducted research of its policies for Covil based on the information provided by the Receiver in the *Finch* related actions, including policy charts, and names of "contractors" and "facilities" with which Covil purportedly had a connection or relationship, and coverage information and policy charts provided to Penn National with subpoenas served and informal requests made on behalf of Covil, the Receiver, or Plaintiffs in underlying actions. Penn National has provided detailed descriptions of its policy searches to the Receiver by way of a Rule 30(b)(6) deposition, multiple subpoena responses, and in letters to Receiver's counsel regarding Penn National's policy searches in response to certain subpoenas. Such descriptions are as readily available to the Receiver as they are to Penn National. Additionally, the Affidavit of Boyd Wright providing further detail as to Penn National's search for policy documents is being produced in response to the Receiver's First Set of Interrogatories, which is incorporated as if fully set forth herein.

INTERROGATORY NO. 6:

IDENTIFY all locations searched other than those owned or rented by YOU for any insurance policy issued by YOU to Covil or which otherwise names Covil as an insured. For purposes of this interrogatory, the term "IDENTIFY" with respect to a location means to state: (i) the address of the location; (ii) the owner of the location; and (iii) the nature of the location searched.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and

not on behalf of any other entity. Penn National further objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 5 as though fully set forth herein.

INTERROGATORY NO. 7:

Describe all steps taken by YOU to IDENTIFY the terms and conditions of each of the policies YOU issued to Covil or which otherwise name Covil as an insured.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to the undefined term "policies" in this Interrogatory. The only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 5 as though fully set forth herein.

INTERROGATORY NO. 8:

State whether YOU have communicated with any reinsurers of policies YOU to Covil and describe the substance of such communications and any responses thereto.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects the only type of insurance policy

relevant to the claims and defenses asserted in this action is liability policies. Penn National further objects to this Interrogatory on the ground it seeks disclosure of Penn National's private, confidential, trade secret, and proprietary information.

INTERROGATORY NO. 9:

Identify any other insurer that issued any type of insurance coverage to Covil at any time.

ANSWER: Penn National is not aware of any other insurer that issued insurance coverage to Covil beyond the insurers referenced in the coverage chart previously produced and relied on by the Receiver in the *Finch* related cases.

INTERROGATORY NO. 10:

Describe YOUR document retention policies, oral or written, that relate to insurance policies, underwriting information related to such policies, and/or form language used in such policies issued by YOU during the 1950-1990 time period.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies.

Subject to and without waiving the foregoing objections, Penn National's underwriting files (including insurance policies) were historically stored in paper form until approximately 2005, at which time underwriting transitioned paper files to imaging (paperless). Claim files were also historically stored in paper form until the early 2000s, at which time claims files transitioned to imaging (paperless). Once a claim file is purged (electronically), as per Penn National's Record Retention Policy, there is an electronic record of total file payments, but not a breakdown of

individual payments. Once an underwriting file is purged (paper or imaged) per Penn National's Record Retention Policy, there is no further record retained for that particular insured. Penn National's Record Retention Policy will be produced pursuant to a confidentiality order agreed upon by counsel and entered by the Court.

INTERROGATORY NO. 11:

Describe the manner by which YOU maintained, organized, and stored YOUR (i) underwriting and liability claims files, (ii) copies of claims drafts or payments made under comprehensive general liability policies; and (iii) defense counsel billing and payment records from 1950-2018.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, Penn National refers the Receiver to Penn National's response to the Receiver's Interrogatory No. 10.

INTERROGATORY NO. 12:

Describe YOUR efforts to locate the materials referenced in Interrogatory No. 11, above, and IDENTIFY the persons involved in such efforts.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity.

Penn National objects to this Interrogatory on the ground that it is vague, ambiguous, and incomprehensible, as no "Interrogatory No. 11" that appears above identifies any "materials." It is, therefore, impossible to respond to this Interrogatory as drafted.

INTERROGATORY NO. 13:

Describe all electronic systems used by YOU in connection with claims handling or underwriting from 1950-2018, including a description of YOUR policies and practices for purging or deleting information contained in these systems over this time period.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, Penn National refers the Receiver to Penn National's response to the Receiver's Interrogatory No. 10. Penn National specifically reserves the right to supplement this response if necessary.

INTERROGATORY NO. 14:

State whether YOU were a member of ISO (or its predecessors) prior to 1986 and, if so, what time period you were a member.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, the Covil policies found by Penn National were in effect beginning March 31, 1986, and as such, Penn National's ISO membership prior to 1986, if any, is irrelevant and not likely to lead to the discovery of admissible evidence.

INTERROGATORY NO. 15:

IDENTIFY all standard language generated by the ISO (or its predecessors) that YOU contend that YOU included in the comprehensive general liability policies issued by YOU before 1986.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Interrogatory on the ground that the information requested is equally available to the propounding party.

Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 14 as though fully set forth herein. These policies were not issued prior to 1986.

INTERROGATORY NO. 16:

Describe YOUR process for assigning policy numbers to comprehensive general liability policies issued before 1986.

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than

Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 14 as though fully set forth herein. These policies were not issued prior to 1986.

INTERROGATORY NO. 17:

Have YOU IDENTIFIED each and every insurance policy, *of any kind*, that YOU ever issued to Covil or that provided protection to Covil?

ANSWER: Penn National objects to this Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information that it is not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Penn National further objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action would be liability insurance policies.

Subject to and without waiving the foregoing objections, Penn National incorporates its response to Interrogatory No. 1.

INTERROGATORY NO. 18:

In YOUR First Defense, you contend that the Receiver for Covil has no standing to pursue the claims made the basis of this lawsuit. Please state the factual and legal basis for this contention.

ANSWER: Penn National objects to this Interrogatory as vague, overbroad, and unduly burdensome. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of

any other entity. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Moreover, Penn National responds that, upon information and belief, Covil is an entity that has been dissolved and is no longer a viable entity for which the Receiver has standing to pursue the claims asserted in this action. Penn National further responds that discovery in this case is ongoing, and Penn National reserves the right to supplement its response to this Interrogatory.

INTERROGATORY NO. 19:

In YOUR First Defense, YOU contend that the Receiver has failed to satisfy certain conditions precedent to the filing of this lawsuit. Please state the factual and legal basis for this contention.

ANSWER: Penn National objects to this Interrogatory as vague, overbroad, and unduly burdensome. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of

Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Discovery in this case is ongoing, and Penn National reserves the right to supplement its response to this Interrogatory.

INTERROGATORY NO. 20:

In YOUR Third Defense, YOU contend that the Receiver failed to provide YOU with timely notice of underlying lawsuits. Please state when YOU first became aware of insurance coverage litigation related to Covil's asbestos liabilities and state what YOU did to investigate the asbestos claims, on a case by case basis, underlying that insurance coverage litigation.

ANSWER: Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Without waiving this objection, Penn National was notified of "coverage litigation related to Covil's asbestos liabilities" when it was served with a Third-Party Complaint filed in the *Finch* related insurance coverage action in the Middle District of North Carolina. With respect to the *Finch* asbestos case, such case was not tendered to Penn National until well after the *Finch* asbestos judgment was entered against Covil. Also, the Receiver filed a stipulation in the *Finch* related insurance coverage action that Penn National had no coverage for the *Finch* asbestos judgment. Discovery in this case is ongoing, and Penn National reserves the right to supplement its response to this Interrogatory.

INTERROGATORY NO. 21:

Are you now aware of all the prior rulings made by the receivership Court responsible for the Covil receivership, and do you agree to abide by those rulings?

ANSWER: Penn National objects to this Interrogatory as it is vague as to "all the prior rulings made by the receivership Court" without specificity as to any such rulings and that it assumes that any such ruling is binding on Penn National and addresses matters of coverage under Penn National's subject policies of insurance for Covil.

INTERROGATORY NO. 22:

In YOUR Fifth Defense, YOU contend Covil failed to mitigate its damages in this case. Please state the factual and legal basis for this contention.

ANSWER: Penn National objects to this Interrogatory as vague, overbroad, and unduly burdensome. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Penn National's defenses are preserved and are appropriately set forth in its Answer. Penn National reserves the right to supplement its response to this Interrogatory.

INTERROGATORY NO. 23:

In YOUR Sixth Defense, YOU contend Covil's claims are barred by waiver, estoppel, and/or laches. Please state the factual and legal basis for this contention.

ANSWER: Penn National objects to this Interrogatory as vague, overbroad, and unduly burdensome. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Penn National's defenses are preserved and are appropriately set forth in its Answer. Penn National reserves the right to supplement its response to this Interrogatory.

INTERROGATORY NO. 24:

In YOUR Seventh Defense, YOU contend Covil's claims are barred by the applicable statute of limitations or statute of repose. Please state the factual and legal basis for this contention.

ANSWER: Penn National objects to this Interrogatory as vague, overbroad, and unduly burdensome. Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Requiring Penn National to compile this information in this format would impose a burden that far outweighs the benefit of such an endeavor. Such a disproportionate burden

runs contrary to the mandate required by the South Carolina Rules of Civil Procedure, including Rule 26, 33, and 34. This sort of contention interrogatory is improperly invasive of Penn National's counsel's work product. See, e.g., ABA Civil Discovery Standard 8 and the cases and comments collected there. Indeed, there is considerable support for deferring contention interrogatories until the end of the discovery period.

Without waiving these objections, each affirmative defense provides the basis for raising each defense and no further explanation is required. Penn National's defenses are preserved and are appropriately set forth in its Answer. Penn National reserves the right to supplement its response to this Interrogatory.

INTERROGATORY NO. 25:

Please describe your understanding of the applicability and responsiveness of YOUR policies to asbestos cases in light of the Receiver Court's statement of the law of South Carolina related to insurance coverage in asbestos cases. In YOUR view, what types of cases would be covered and when?

ANSWER: Penn National objects to this Interrogatory in that it is overly broad and unduly burdensome with respect to the claims in this case, including the request of "[i]n your view, what types of cases would be covered and when?" Penn National objects to the use of the defined term "YOU" in this Interrogatory because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Interrogatory on behalf of Penn National only and not on behalf of any other entity. Without waiving these objections, insurance coverage under the subject Penn National policies is analyzed and applied on a case-by-case basis. However, Penn National's position as to coverage under its subject policies with respect to certain asbestos cases has been provided to the Receiver by way of coverage letters sent to the Receiver with respect to certain Covil related asbestos cases tendered by the Receiver to Penn National and as set forth by Penn National in its briefing in *Covil Corp. v. Pennsylvania National Mutual Casualty*

Insurance Company, Case No. 2020-CP-40-01226 (Richland County), and such information is as readily available to the Receiver as it is to Penn National.

INTERROGATORY NO. 26:

Identify all persons with knowledge regarding any of YOUR responses to the Plaintiff's First Interrogatories and First Requests for Production.

ANSWER: Penn National responds that Boyd Wright, Home Office Senior Claim Examiner, assisted counsel in preparation of Penn National's responses to the Receiver's Interrogatories, and further refers the Receiver to Penn National's response to Interrogatory No. 5.

This the 11th day of June, 2021.

GOLDBERG SEGALLA LLP

/s/ David G. Harris II
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Attorneys for Defendant Penn National

VERIFICATION

I have read the foregoing **Penn National's Supplemental Answers to the Receiver of Covil Corporation's First Set of Interrogatories** and know its contents. I am a Home Office Senior Claim Examiner for Penn National Security Insurance Company, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

This 11 day of June, 2021.

Boyd Wright

Personally appeared before me this 11 day of June, 2021, Boyd Wright, who being first duly sworn, acknowledged the execution of the foregoing for the purposes and consideration therein expressed.

Jane L. Carter
Notary Public

My Commission Expires:

8-13-22

JANE L. CARTER
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires Aug. 13, 2022

CERTIFICATE OF SERVICE

I hereby certify that on June 11, 2021, I served the foregoing upon the following persons/entities at the following addresses via electronic mail:

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Attorney for Defendant South Carolina Property and Casualty Ins. Guaranty Assoc.

This the 11th day of June, 2021.

GOLDBERG SEGALLA LLP

/s/ David G. Harris II
David G. Harris II (S.C. State Bar No. 101951)
Brady A. Yntema (N.C. State Bar No. 25771)
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Attorneys for Defendant Penn National

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT Case Number: 2020-CP-40-02098
Covil Corporation, by and through its duly appointed receiver Peter D. Protopapas, Plaintiff, v. Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and South Carolina Property & Casualty Insurance Guaranty Association, Defendant.	**Penn National's Supplemental Responses to the Receiver of Covil Corporation's Request for Production**

Defendant Pennsylvania National Mutual Casualty Insurance Company ("Penn National") by its undersigned counsel, provides its supplemental responses as follows to the First Set of Requests for Production ("Requests") propounded by the Receiver of Covil ("Receiver")

GENERAL RESPONSE TO REQUESTS

The Responses and Objections included herein are based solely on information and documents that are presently known and available to Penn National. Penn National has conducted a diligent search for information and documents responsive to these Requests to the extent such information and documents exist and are in the possession, custody, or control of Penn National. Penn National reserves the right to modify, amend, or supplement its responses if additional information or documents become available. By producing or referring the Receiver to documents, Penn National does not concede the admissibility or relevance of any document produced or that the document is original, true, complete, or authentic. Penn National reserves the right to challenge the competency, relevancy, materiality, and admissibility of, or object on any ground to, the use



of any information set forth herein or documents produced in any subsequent proceeding or at trial. Penn National further reserves its right to rely on any facts, documents or other evidence that may develop or come to Penn National's attention at a later date.

RESPONSES

REQUEST FOR PRODUCTION NO. 1:

All DOCUMENTS in YOUR possession from any time prior to November 2, 2018 containing the word "Covil."

RESPONSE: Penn National objects to the use of the defined term "YOUR" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Request on the ground it fails to specify the requested documents with the "reasonable particularity" required by Rule 34(b) of the South Carolina Rules of Civil Procedure. Penn National also objects on the ground that the request is overly broad and unduly burdensome in that it would be difficult, if not impossible, to identify each and every document that may contain the word "Covil" that may exist in Penn National's paper or other electronic files. Penn National will respond to specific, particularized requests for documents or categories of documents, but Penn National objects to omnibus and catch-all requests such as this.

Subject to and without waiving the foregoing objections, Penn National refers to its responses to Interrogatory Nos. 1 and 5 of the Receiver's First Set of Interrogatories, which are incorporated as if fully set forth herein, and Penn National's production of documents herewith pertaining to the referenced auto liability, inland marine, and workers compensation insurance policies issued to Covil.

REQUEST FOR PRODUCTION NO. 2:

All insurance policies, of any type, that YOU issued to Covil or which otherwise include Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies. In addition, Penn National objects to this Request on the basis that it is disproportionate to the needs of the case considering, among other things, the importance of the issues at stake, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. For example, Penn National does not maintain its records in a way that would provide a reasonable method of searching for policies under which Covil is named as an additional insured or qualifies as an additional insured. Thus, Penn National has no method of identifying all documents that are responsive to this Request.

Subject to and without waiving the foregoing objections, Penn National also refers to its responses to Interrogatory Nos. 1 and 5 of the Receiver's First Set of Interrogatories, which are incorporated as if fully set forth herein, and Penn National's production of documents herewith pertaining to the referenced auto liability, inland marine, and workers compensation insurance policies issued to Covil.

REQUEST FOR PRODUCTION NO. 3:

All DOCUMENTS that relate to the underwriting of any insurance policy that you issued to Covil or which otherwise includes Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National

responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies.

Subject to and without waiving the foregoing objections Penn National also refers to its responses to Interrogatory Nos. 1 and 5 of the Receiver's First Set of Interrogatories, which are incorporated as if fully set forth herein, and Penn National's production of documents herewith pertaining to the referenced auto liability, inland marine, and workers compensation insurance policies issued to Covil.

REQUEST FOR PRODUCTION NO. 4:

All DOCUMENTS that relate to all claims submitted by, or on behalf of, Covil for coverage under any insurance policy YOU issued to Covil.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies.

Subject to and without waiving the foregoing objections, the Receiver has tendered each and every Covil asbestos related claim that has been submitted to Penn National and no other Covil asbestos related claims were submitted to Penn National prior to the appointment of the Receiver. As such, the requested information or documents are as readily available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 5:

All DOCUMENTS that relate to any and all reserve accounts YOU have established for any insurance policy that YOU ever issued to Covil or which otherwise includes Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Request on the ground that it seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National further objects to this Request to the extent it seeks confidential, proprietary business information or documents relating to Penn National.

REQUEST FOR PRODUCTION NO. 6:

All DOCUMENTS that relate to any loss run for any insurance policy that YOU ever issued to Covil or which otherwise includes Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies.

Subject to and without waiving the foregoing objections, Penn National is continuing its search for any historical loss run reports and will produce relevant, responsive, and non-protected documents to the extent they exist and are in Penn National's possession, custody, or control, but such production, if any, will only occur after a confidentiality order is agreed upon by counsel and entered by the Court in this action.

REQUEST FOR PRODUCTION NO. 7:

All DOCUMENTS that relate to any correspondence between YOU and Covil's defense counsel at any time, specifically including all invoices from, or payments made to, Covil's defense counsel.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, the Receiver has tendered each and every Covil asbestos related claim to Penn National and no other Covil asbestos related claims were submitted to Penn National prior to the appointment of the Receiver. As such, the Receiver has been involved in and kept informed of the defense of Covil on all Covil related claims tendered to Penn National, and the requested documents are as readily available to the Receiver as they are to Penn National. With respect to documents relating to invoices or payments made to Covil's defense counsel, such documents will be produced pursuant to a confidentiality order agreed upon by counsel and entered by the Court.

REQUEST FOR PRODUCTION NO. 8:

All subpoenas YOU served in an effort to locate any insurance policy YOU issued to Covil or which otherwise includes Covil as an insured, as well as all correspondence and responses that YOU received in response to these subpoenas.

RESPONSE: None. To the extent Penn National issues any such subpoenas, Penn National will provide each such subpoena to the Receiver.

REQUEST FOR PRODUCTION NO. 9:

All DOCUMENTS that relate to the steps taken by YOU to determine whether YOU issued any insurance policy to Covil or which otherwise includes Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies.

Subject to and without waiving the foregoing objections, Penn National has provided what "steps" it has taken to date to determine whether any liability policies were issued to Covil in Penn National's responses to the Receiver's First Set of Interrogatories, and Penn National refers to and incorporates its responses to the Receiver's Interrogatory No. 5 as if fully set forth herein. Additionally, Penn National's search with respect to the "Contractors" and "Facilities" requested by the Receiver's Requests 31 and 32 generated non-Covil related policies based on name similarity. Given that such policies are for non-Covil insureds, the documents are indeed confidential and, if necessary, will be produced after a confidentiality order is agreed upon by counsel and entered by the Court in this action.

REQUEST FOR PRODUCTION NO. 10:

All DOCUMENTS that relate to the steps taken by YOU to identify the terms and conditions of each of the policies YOU issued to Covil or which otherwise name Covil as an insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies.

Subject to and without waiving the foregoing objections, Penn National, in its responses to the Receiver's First Set of Interrogatories, has provided the "steps" that have been taken to date to determine the "terms and conditions" of the CGL policies that were issued to Covil by Pennsylvania National Mutual Casualty Insurance Company. Investigation and research of the "terms and conditions" of the CGL Policies is continuing, and Penn National specifically reserves the right to supplement this Response. Penn National refers the Receiver to Penn National's response to the Receiver's Interrogatory Nos. 5 and 7. Additionally,

Penn National's search with respect to the "Contractors" and "Facilities" requested by the Receiver's Requests 31 and 32 generated non-Covil related policies based on name similarity. Given that such policies are for non-Covil insureds, the documents are indeed confidential and, if necessary, will be produced after a confidentiality order is agreed upon by counsel and entered by the Court in this action.

REQUEST FOR PRODUCTION NO. 11:

All DOCUMENTS that relate to policies, treaties and/or arrangements obtained by YOU, or on YOUR behalf, to reinsure all or a portion of the risk of any insurances policies that YOU issued to Covil or which otherwise include Covil as an insured. This request specifically includes documents reflecting the related brokering activities and any subsequent claims YOU submitted.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to this Request because it seeks information and documents that are neither relevant to any issue in this action nor proportional to the needs of the case. Documents concerning reinsurance and communications with reinsurers are not relevant to any issue in this action. In addition, the work product doctrine also protects against the discoverability of reinsurance information. Rule 26(b)(3) of the South Carolina Rules of Civil Procedure expressly provides that "a party may obtain discovery of documents and tangible things … prepared in anticipation of litigation or for the trial by or for another party or by or for that other party's representative (including his attorney, consultant, surety, indemnitor, *insurer*, or agent) *only* upon a showing that the party seeking discovery has substantial need of the materials in the preparation of his case and that he is unable without undue hardship to obtain the substantial equivalent of the materials by other means" (emphasis added). A reinsurer is an insurer or indemnitor of

an insurance company. Thus, any communications between Penn National and its reinsurers fall within the scope of this protection.

REQUEST FOR PRODUCTION NO. 12:

ALL documents relating to Covil's history or business activities.

RESPONSE: Penn National objects to this request to the extent it is overly broad and unduly burdensome. Subject to and without waiving the foregoing objections, the only responsive documents provided to Penn National would have been provided by Covil, the Receiver, or counsel for Covil or the Receiver during the course of Penn National's involvement in the *Finch* coverage actions or the underlying asbestos cases tendered by the Receiver to Penn National. For this reason, such documents are as readily (if not more) available to the Receiver as they are to Penn National. Beyond such information and documents provided to Penn National, it is not currently continuing any further investigation of Covil's history or business activities.

REQUEST FOR PRODUCTION NO. 13:

ALL documents reflecting any evidence of any insurance issued to, or protective of, Covil by any insurer at any time.

RESPONSE: Penn National objects to this request to the extent it is overly broad, unduly burdensome, and does not seek documents that are relevant or likely to lead to the discovery of relevant evidence in this case. Any documents evidencing insurance issued to Covil, or protective of, Covil by any insurer other than Penn National would have been provided to Penn National by Covil or the Receiver after the appointment of the Receiver. Penn National has previously produced all Penn National insurance related information as to insurance issued to, or protective of, Covil by way of prior responses to subpoenas, discovery requests, or other informal requests in the *Finch* related actions. As such, the requested documents are as readily (if not more) available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 14:

All DOCUMENTS related to YOUR document retention policies, written or oral, from 1950 to 2018.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 10.

REQUEST FOR PRODUCTION NO. 15:

All DOCUMENTS that relate to the manner in which YOU maintained, organized, and stored YOUR underwriting and liability claims files from 1950 to 2018.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 11.

REQUEST FOR PRODUCTION NO. 16:

All DOCUMENTS that relate to the manner in which YOU maintained, organized, and stored YOUR copies of claims drafts or payments made under comprehensive general liability policies from 1950 to 2018.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 11.

REQUEST FOR PRODUCTION NO. 17:

All DOCUMENTS that relate to the manner in which YOU maintained, organized, and stored your defense counsel billing and payment records from 1950 to 2018.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 11.

REQUEST FOR PRODUCTION NO. 18:

All DOCUMENTS that relate to or describe all electronic systems used by YOU in connection with claims handling or underwriting from 1950 to 2018, including YOUR policies and practices for purging or deleting information contained in these systems throughout this time period.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 13.

REQUEST FOR PRODUCTION NO. 19:

All DOCUMENTS that relate to, describe, or discuss any forms used by YOU in YOUR comprehensive general liability policies from 1950 to 1986.

RESPONSE: Penn National objects to this Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to this Request because it seeks information and documents that are neither relevant to any issue in this action nor proportional to the needs of the case.

Pennsylvania National had an insuring relationship with Covil between March 31, 1986 to March 31, 1988. As a result, policy forms from many decades before or after this period are not relevant to any issue in this action. Penn National objects to this Request on the ground that it is overly broad, unduly burdensome, and seeks information or documents not relevant to the parties' claims or defenses or to the subject matter of this action.

Subject to and without waiving the foregoing objections, to the extent this Request is indeed for discoverable documents, Penn National reserves the right to supplement this Response with relevant, responsive, and non-protected documents to the extent they exist.

REQUEST FOR PRODUCTION NO. 20:

All DOCUMENTS that relate to YOUR process for assigning prefixes and/or policy numbers to comprehensive general liability policies issued before 1986.

RESPONSE: Penn National objects to this Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOUR"

in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, the Covil policies found by Penn National were in effect beginning March 31, 1986, and as such, Penn National's manner of assigning prefixes or policy numbers prior to 1986, if any, is irrelevant and not likely to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 21:

All DOCUMENTS evidencing what YOU contend are the material terms and conditions of the insurance policies YOU issued to Covil.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects on the ground that the only type of insurance policy relevant to the claims and defenses asserted in this action is liability policies.

Pennsylvania National had an insuring relationship with Covil between March 31, 1986 to March 31, 1988. Investigation and research of the "material terms and conditions" of the relevant liability insurance policies is conducted on a case-by-case basis with respect to each Covil related asbestos claim tendered to Penn National. Any documents addressing the terms and conditions of Penn National's Covil related policies as to a Covil related asbestos claim generated by Penn National that are not protected by the attorney-client privilege, work product doctrine, and/or other privilege, would have been provided to Covil, the Receiver, or their respective counsel. As such, such documents would be as readily available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 22:

All DOCUMENTS predating 1986 that refer or relate to YOUR membership in or subscription to the Insurance Services Office ("ISO") or any of its predecessors.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 14.

REQUEST FOR PRODUCTION NO. 23:

All DOCUMENTS predating 1986 reflecting communications between YOU and the ISO, or any state or regulatory or insurance commission regarding the drafting or meaning of any general liability insurance policy of provision in any general liability insurance policy.

RESPONSE: Penn National refers to and incorporates as if fully stated herein its objections and response to the Receiver's Interrogatory No. 14.

REQUEST FOR PRODUCTION NO. 24:

All DOCUMENTS that refer or relate to YOUR participation in the April 21, 1977 meeting held by the American Insurance Association to discuss insurance coverage for asbestos bodily injury lawsuits.

RESPONSE: Penn National objects to this Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOUR" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving these objections, Penn National has no such documents in its possession.

REQUEST FOR PRODUCTION NO. 25:

All entries from YOUR claims registers and microfiche archives regarding your insuring relationship with Covil.

RESPONSE: Penn National objects to this Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National also objects to the use of the defined term "YOUR" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections Penn National also refers to its responses to Interrogatory Nos. 1 and 5 of the Receiver's First Set of Interrogatories, which are incorporated as if fully set forth herein, and Penn National's production of documents herewith pertaining to the referenced auto liability, inland marine, and workers compensation insurance policies issued to Covil.

REQUEST FOR PRODUCTION NO. 26:

Produce all DOCUMENTS relating to the reasons why any insurance policy YOU issued to Covil is now lost or destroyed.

RESPONSE: Penn National refers to and incorporates its objections and response to Request No. 14, and further responds that it currently has no information or knowledge that any Penn National policy issued to Covil has been "lost or destroyed". Penn National has previously provided to the Receiver and is producing herewith policy documents it has found as a result of its searches for Covil insurance policies.

REQUEST FOR PRODUCTION NO. 27:

All DOCUMENTS YOU were requested to identify, or relied on or referred to in responding to Plaintiff's First Set of Interrogatories served concurrently herewith.

RESPONSE: Penn National objects to this Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and seeks information or documents that are not likely to lead to discovery of admissible evidence. Penn National objects to the use of the defined term "YOU"

in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further incorporates any and all of Penn National's responses to the Receiver's First Set of Interrogatories and all documents produced by Penn National herewith. Penn National reserves the right to supplement this response with documents that can be produced after a confidentiality order is agreed upon by counsel and entered by the Court.

REQUEST FOR PRODUCTION NO. 28:

All responses that you have made to lawsuits tendered to "YOU" for defense and indemnification.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity.

Subject to and without waiving the foregoing objections, the Receiver has tendered each and every Covil asbestos related claim to Penn National and no other Covil asbestos related claims were submitted to Penn National prior to the appointment of the Receiver. As such, the requested information or documents are as readily available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 29:

All documents reflecting "YOUR" claims handling policies and/or protocols.

RESPONSE: Penn National objects to the use of the defined term "YOUR" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Request on the grounds that it is overly broad, and seeks documents that are irrelevant and not likely to lead to the discovery of admissible

evidence. Penn National also objects to this Request to the extent it seeks provision of confidential or proprietary documents relating to Penn National. Subject to and without waiving the foregoing objections, Penn National responds that it does not have any written claims handling policies and/or protocols.

REQUEST FOR PRODUCTION NO. 30:

All documents regarding the Covil receivership.

RESPONSE: Penn National objects to this Request on the grounds that it is vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence in this case. To the extent a response is required, any and all discoverable and non-protected documents that are responsive to this Request are as readily (if not more) available to the Receiver as they are to Penn National.

REQUEST FOR PRODUCTION NO. 31:

All insurance policies, of any type, that YOU issued to Covil or that include Covil as an additional insured, including policies that identify the [Contractors listed in Exhibit A attached to the Request for Production] as the named insured or as an additional insured.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National further objects to this Request on the basis that it asks Penn National to produce "all insurance policies, of any type that [Penn National] issued to Covil" for 250 Contractors for which the Subpoena fails to identify any relationship or association that each Contractor had with Covil Corporation (*i.e.* subcontractor) relevant to any subject claims in this action, or even that any relationship or association exists between Covil Corporation and such Contractors. Given the scope of this Request and the lack of information provided to

Penn National with respect to the Contractors, the Request is not limited in any reasonable manner to avoid imposing undue burden or expense on Penn National.

Penn National further objects to this Request on the basis that it is overbroad, overly burdensome, and seeks documents and information not likely to lead to the discovery of admissible evidence, because the Request is not limited to the type of policies relevant to the claims and defenses in this action – liability policies – as opposed to other types of insurance.

Penn National objects to this Request to the extent it requests documents that are of a confidential or proprietary nature, including to the extent it requests documents containing confidential or proprietary information of Penn National and its insureds without a confidentiality agreement and protective order that would protect against disclosure of such documents or information related to such documents outside the necessary parties to this action.

Subject to, and without waiving these objections, Penn National has performed the necessary due diligence in researching this request, despite the immense amount of time needed to complete this task, and having exercised reasonable diligence in searching its files, Penn National has not located any documents responsive to this request, with the exception of comprehensive general liability policies issued to Covil for the periods of March 31, 1986 to March 31, 1987, and March 31, 1987 to March 31, 1988, bearing policy number 515 50 28 53, which have previously been produced to the Receiver. Penn National further incorporates its response to Interrogatory No. 5 of the Receiver of Covil Corporation's First Set of Interrogatories. Additionally, Penn National's search with respect to the "Contractors" generated non-Covil related policies based on name similarity. Given that such policies are for non-Covil insureds, the documents are indeed confidential and, if necessary, will be produced after a confidentiality order is agreed upon by counsel and entered by the Court in this action.

REQUEST FOR PRODUCTION NO. 32:

All certificates of insurance or other documents evidencing any insurance coverage that YOU provided to Covil, including certificates of insurance or documents that identify or concern the [Facilities listed in Exhibit A attached to the Request for Production].

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request because it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National objects to this Request on the basis that it asks Penn National to produce "all insurance policies, of any type that [Penn National] issued to Covil" for 250 Facilities for which the Subpoena fails to identify any relationship or association that each Facility had with Covil Corporation (*i.e.* subcontractor) relevant to any subject claims in this action, or even that any relationship or association exists between Covil Corporation and such Facilities. Given the scope of this Request and the lack of information provided to Penn National with respect to the Facilities, the Request is not limited in any reasonable manner to avoid imposing undue burden or expense on Penn National.

Penn National objects to this Request on the basis that it is overbroad, overly burdensome, and seeks documents and information not likely to lead to the discovery of admissible evidence, because the Request is not limited to the type of policies relevant to the claims and defenses in this action – liability policies – as opposed to other types of insurance.

Penn National objects to this Request to the extent it requests documents that are of a confidential or proprietary nature, including to the extent it requests documents containing confidential or proprietary information of Penn National and its insureds without a confidentiality agreement and protective order that would protect against public disclosure of such documents or information related to such documents.

Subject to, and without waiving these objections, Penn National has performed the necessary due diligence in researching this request, despite the immense amount of time needed to complete this task, and having exercised reasonable diligence in searching its files, Penn National has not located any documents responsive to this request, with the exception of comprehensive general liability policies issued to Covil for the periods of March 31, 1986 to March 31, 1987, and March 31, 1987 to March 31, 1988, bearing policy number 515 50 28 53, which have previously been produced to the Plaintiffs. Penn National further incorporates its response to Interrogatory No. 5 of the Receiver of Covil Corporation's First Set of Interrogatories as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 33:

All documents that relate to the steps taken by YOU to locate information and documents responsive to these requests.

RESPONSE: Penn National objects to this Request to the extent it requests documents protected by the attorney-client privilege and/or documents that are of a confidential or proprietary nature, which may include advice of Penn National's counsel.

Subject to and without waiving these objections, Penn National refers to and incorporates its objections and responses to Interrogatory No. 5 of the Receiver of Covil Corporation's First Set of Interrogatories as if fully set forth herein.

This the 11th day of June, 2021.

GOLDBERG SEGALLA LLP

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CERTIFICATE OF SERVICE

I hereby certify that on June 11, 2021, I served the foregoing upon the following persons/entities at the following addresses via electronic mail:

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This the 11th day of June, 2021.

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Penn National Trial Exhibit 46 pp. 22-324

Duplicative of Penn National Trial Exhibit 8 pp 1-303

See R. pp. 5435-5737

Penn National Trial Exhibit 46 pp. 325-413

Duplicative of Penn National Trial Exhibit 7

See R. pp. 5346-5434

Penn National Trial Exhibit 46 pp. 414-617

Duplicative of Penn National Trial Exhibit 8 pp. 304-507

See R. pp. 5738-5941

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL DISTRICT
CASE NUMBER: 2020-CP-40-02098

Covil Corporation, by and through its duly appointed receiver Peter D. Protopapas,

Plaintiff,

v.

Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and South Carolina Property & Casualty Insurance Guaranty Association,

Defendants.

AFFIDAVIT OF BOYD WRIGHT

Boyd Wright, being first duly sworn, deposes and says:

1. I am over 18 years of age, of sound mind, and under no mental disability.

2. I am fully competent to make this declaration, and I make this declaration upon personal knowledge of the facts herein, and they are true and accurate.

3. I am currently, and was at all times relevant herein, employed by Pennsylvania National Mutual Casualty Insurance Company ("Penn National") as a Senior Home Office Claim Examiner, in which capacity I have been involved with, coordinated, and have firsthand knowledge of Penn National's investigation for the documents requested by the Receiver of Covil Corporation's Request for Production Numbers 31 and 32 in this case ("Receiver's

Document Requests") and the Subpoena *Duces Tecum* issued on February 8, 2021 on behalf of the Receiver in the *Finch* coverage action ("Receiver's Subpoena") to which Penn National is not a party.

4. Prior to this action and the Receiver's Subpoena, a Subpoena was issued to Penn National in May 2018 by Plaintiffs' counsel in the case of *Ann Finch, Individually and as Executrix of the Estate of Franklin Delenor Finch v. BASF Catalysts, LLC, et al.* in the United States District Court for the Middle District of North Carolina (Case No. 1:16CV1077) ("*Finch* Subpoena"), which requested all insurance policies issued to Covil and provided certain policy information, including certain potential policy numbers. Penn National conducted a policy document search, and on June 15, 2018, Penn National was able to produce all insurance policy documents in its possession based on the Subpoena. The documents produced consisted of policy information that Penn National was able to locate from over 30 years ago.

5. Penn National was initially served in the *Finch* coverage action with a Rule 30(b)(6) Notice in December 2020 ("Rule 30(b)(6) Notice"). Prior to such Rule 30(b)(6) Notice, Penn National had not received any Subpoena in the *Finch* coverage action requesting any policy information or documents for Covil, and Penn National was never informed of any question or issue that Covil or the Receiver had with respect to Penn National's response to the *Finch* Subpoena, including whether Penn National conducted a search for other insureds' policies that may have provided "additional insured" coverage to Covil.

6. I served as Penn National's designee for the Rule 30(b)(6) deposition that was conducted in the *Finch* coverage action on January 7, 2021, and I provided testimony with respect to Penn National's policy document search in response to the *Finch* Subpoena given that

I was the Penn National employee who coordinated and had firsthand knowledge of the search that Penn National conducted in response to the *Finch* Subpoena.

7. After the Rule 30(b)(6) deposition, Penn National received the Receiver's Subpoena and the Receiver's Document Requests, which collectively requested (1) all additional insured policies issued by Penn National that include Covil as an additional insured, including policies that identify any of 240 "Contractors" listed by the Receiver, (2) "certificates of insurance or other documents evidencing insurance coverage" for any of 650 "Facilities" listed by the Receiver, and (3) all documents that "relate to the steps taken" by Penn National to locate the information and documents requested. While the Facilities listed by the Receiver were identified with a city and state location, many of the "Contractors" were identified by name only without any associated city and state.

8. In general, when Penn National is provided with the potential name of an insured without any potential policy number, Penn National can conduct a search of its electronic underwriting records by entering the potential insured's name to determine if Penn National has any electronic record of an insurance policy issued to the potential insured. Policy information on Penn National's electronic search system is saved by the first named insured as the principal named insured on any given policy and is not saved by any sub-entity that could have been an additional insured under any given policy. Also, with respect to "certificates of insurance" (as requested by the Receiver for the Facilities), Penn National would not have issued any "certificates of insurance" for any insured, and for this reason, no certificate of insurance could be generated from any search conducted by Penn National.

9. An electronic search based solely on a potential insured's name (without a policy number) will many times generate results that list other Penn National insureds based on name

similarity that do not have any relationship to the potential insured for which the search is being conducted.

10. In the event an electronic search generates a result for a principal named insured, the result will include the principal insured's name, an associated city and state, a policy number, and the type of coverage provided (*i.e.* general liability, inland marine, workers compensation, *etc.*). When the electronic search generates such a result, Penn National can then conduct an electronic search for the insured's policy documents by way of the policy number. If no policy documents are generated by an electronic search, then a search can be conducted of Penn National's archived paper policy documents, which are stored by policy number only.

11. With respect to the Receiver's Subpoena, upon receiving it, I personally initiated Penn National's search for policy documents relating to the Contractors and Facilities listed in the Receiver's Subpoena. In addition to a search of the Contractors and Facilities, a search was conducted for any Penn National policy documents that related to any of the defendants named in the underlying asbestos *Finch* case ("*Finch* Defendants"), which appears to be the subject of this action (although such search was not specifically requested by the Receiver's Subpoena). While the Receiver's Subpoena did not indicate a timeframe for the search, it was my understanding that Receiver's counsel stated the scope should be from 1954 to 1993. No other information was provided to Penn National with respect to any relationship that Covil had with respect to any of the Contractors or Facilities or any potential policy numbers that Penn National could use in conducting its search in order to respond to the Receiver's Subpoena.

12. I personally conducted an electronic search as to each of the Contractors, Facilities, and *Finch* Defendants.

13. With respect to the list of Contractors, the electronic search generated a result of 29 principal named insured entities; of which only four had a policy period within the scope of time of 1954 to 1993 (as requested by the Receiver's counsel). One of the four policies was an inland marine policy with a policy period of 08/01/1988 to 08/31/1994, and the other three policies were identified as general liability policies with policy periods of (1) 03/16/1992 to 11/01/1994; (2) 04/01/1992 to 04/01/1998; and (3) 04/01/1991 to 04/01/1992 ("General Liability Policies"). The inland marine policy would be inapplicable to any asbestos liability claim against Covil. As such, I conducted a policy document search of Penn National's electronic database based on the policy numbers of the three General Liability Policies, which showed that such policies were not saved electronically.

14. With respect to the list of Facilities, based on my investigation and discussions with Penn National's underwriting department, Penn National has never listed, stored, or saved policies by an insured's jobsite or worksite. However, I conducted an electronic search for each of the Facilities listed by the Receiver's Subpoena by using the name of each facility as listed in the Receiver's Subpoena, and no results were generated by such search.

15. With respect to the *Finch* Defendants, the electronic search did not generate any results for any such defendant.

16. After completing my electronic searches, I requested Brent Reifsnyder, Director – Administrative Services, to conduct a search of Penn National's archived paper policy documents for the General Liability Policies. Mr. Reifsnyder is the Penn National employee with the most knowledge regarding Penn National's archived policy documents and the manner for searching such documents. Prior to my Rule 30(b)(6) deposition in this case, and in discussions with Mr. Reifsnyder since my deposition, he has repeatedly confirmed that Penn

National's archived paper policy documents are stored by policy number only, and for this reason, the only way to search such paper files is by policy number.

17. Mr. Reifsnyder conducted a policy search for each of the General Liability Policies by using the policy numbers that were generated as a result of my electronic search. By e-mail on March 3, 2021, Mr. Reifsynder confirmed that the paper documents relating to the policy with a policy term of 3/16/1993 to 11/01/1994 were purged in accordance with Penn National's Record Retention Policy. However, by the same e-mail communication, Mr. Reifsnyder confirmed he was able to find paper policy documents relating to the General Liability Policies with the policy terms of 04/01/1992 to 04/01/1998 and 04/01/1991 to 04/01/1992. These e-mails were produced with Penn National's responses to the Receiver's Subpoena.

18. In reviewing the paper policy documents obtained from the search of Penn National's archived paper files, there was no information or any document that indicated that such policies provided coverage for Covil as an additional insured or otherwise, and nor was there any indication that Covil had any relationship to the policies or to the respective insureds of such policies.

19. During my research and investigation for documents responsive to the Receiver's Subpoena, I recorded the time I expended in conducting such research and investigation, which totaled 64 hours.

20. The information and assertions contained in this Affidavit are based and made upon my own personal knowledge.

Further, the affiant sayeth not.

Boyd Wright
Senior Home Office Claim Examiner
Pennsylvania National Mutual Insurance Company

Sworn to and subscribed before me,
this the 11 day of June, 2021.

Jane L. Carter
Notary Public

My commission expires: 8-13-22

JANE L. CARTER
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires Aug. 13, 2022

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL DISTRICT
CASE NUMBER: 2020-CP-40-02098

Covil Corporation, by and through its duly appointed receiver Peter D. Protopapas,

Plaintiff,

v.

Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and South Carolina Property & Casualty Insurance Guaranty Association,

Defendants.

CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

Plaintiff Covil Corporation, by and through its duly appointed receiver Peter D. Protopapas ("Receiver of Covil"), and Defendant Pennsylvania National Mutual Casualty Insurance Company ("Penn National") (collectively, the "Parties;" singly, a "Party") hereby stipulate and agree that this Confidentiality Agreement and Protective Order ("Order") is being entered in the above-captioned matter pursuant to Rule 26(c) of the South Carolina Rules of Civil Procedure.

1. Scope of Order: This Order governs the handling and disclosure of all materials produced, given, exchanged, or filed hereby by any Party and non-party in this matter designated as "Confidential Information."

2. Purpose of Order: The Order is being entered, by consent of the Parties, for the purpose of facilitating the exchange and handling of documents and information deemed by any Party or non-party to be confidential, proprietary, or sensitive material.

3. Agreement on Use of "Confidential Information": All "Confidential Information", as defined and designated in accordance with this Order, shall be used solely in furtherance of the prosecution or defense of this action and shall not be used or disclosed by any person for any other purpose. The fact that any "Confidential Information" is disclosed or produced in discovery or trial herein shall not be construed as a waiver in any other context or proceeding before any court, agency, or tribunal as evidence of whether such document or the contents thereof is or is not confidential or proprietary.

4. Definitions:

A. "Document": the term "document" means all writings, drawings, graphs, charts, recordings, computer disks and tapes, audiotapes, videotapes, and any other documents as defined in Rule 34 of the South Carolina Rules of Civil Procedure.

B. "Material": the term "material" means any document, any answer to any interrogatory or other discovery request in this action, any portion of any deposition testimony (including deposition exhibits) in this action, and any other information produced, given, or filed in this action.

C. "Confidential Information": the term "Confidential Information" means:

i. Documents and Materials obtained by the Parties to this action by virtue of their status as a party to this action, including but not limited to information gathered during the discovery phase of this action, that have been designated confidential pursuant to this Order. A Party or non-party may designate as "Confidential Information" any Documents or Materials that it reasonably and in good faith

believes to contain non-public proprietary or confidential commercial, business, financial, or personal information, including, but not limited to, claim-file materials, or any testimony or discovery responses containing information exchanged within the attorney-client privilege or the work product protection;

ii. Exclusion: "Confidential Information" shall not include: (a) Any information that is properly in the public domain at the time of disclosure or thereafter comes into the public domain (other than by breach of this Order or any other confidentiality agreement or obligation), including but not limited to public filings in the underlying actions; (b) Any information which is disclosed to any party in good faith by a third party not affiliated with or employed by any party who has the legal right to make such disclosure; and (c) Any information for which any party by written agreement authorizes its unrestricted use. If any portion of the information provided by any party falls within any one of the above exclusions (a) through (d), the remainder shall continue to be "Confidential Information" subject to the restrictions of this Order.

5. Party Designation of "Confidential Information": Any Party producing or providing Documents or Material in response to discovery or any other formal or informal request for information or documents, may mark or designate as "Confidential Information" all or any part thereof. Further, any Party may mark or designate as "Confidential Information" all or any part thereof of Documents or Material produced by any witness. The production or disclosure pursuant

to the terms of this Order of "Confidential Information" by a person shall not waive or prejudice the right of that person to object to the production or admissibility of Documents or Material in this or any other action. Any Party who produced "Confidential Information" as defined in this Order or who designates material as "Confidential Information" as set forth in Paragraph 7 shall be referred to as the "Designating Party." Any Party who seeks to disclose to another party any material deemed to be "Confidential Information" pursuant to this Order shall be referred to as the "Disclosing Party."

6. Non-Party Designation of "Confidential Information": Any non-party to this Order producing information (whether by document, by testimony, by interrogatory answer, or otherwise) in the course of discovery herein may, by executing a copy of this Order, thereby agree to be bound by, and thereby become entitled to designate such information as "Confidential Information" pursuant to the terms and conditions of this Order.

7. How to Designate "Confidential Information": Designation of material as "Confidential Information" shall be made as follows:

A. In the case of Documents or Material furnished by the "Designating Party," by writing, typing, or stamping "Confidential Information" on the face of the document.

B. In the case of Documents or Material furnished by another Party to this action or a non-party, a Party may give notice in writing to counsel of record for all Parties within fourteen days of receipt of the information and designate specific Documents or Material as "Confidential Information," in which event all counsel shall appropriately mark their copies of the Documents and Material.

C. In the case of Documents or Material furnished by a witness, a Party or a non-party may give notice in writing to the court reporter and counsel of record for all Parties within fourteen days of receipt of the information and designate specific documents as "Confidential Information," in which event all counsel shall appropriately mark their copies of the Documents and Material.

D. In the case of questions at a deposition containing information believed to contain "Confidential Information," either by (1) designating the question asked or the testimony given, at the time asked and/or given, as "Confidential Information," in which event the "Designating Party" should instruct the court reporter to bind the designated material in a separate volume marked with the appropriate designation (if the confidential portion of a transcript cannot be conveniently segregated, then the entire transcript or pleading shall be deemed confidential), or (2) by giving notice in writing to the court reporter and counsel of record for all Parties within thirty (30) days after receipt of the transcript of the portions containing "Confidential Information," in which event all counsel shall appropriately mark their copies of the transcript.

8. Scope of Permitted Disclosure: Except upon further order of the Court, "Confidential Information" shall be disclosed only to the following persons ("Qualified Persons"):

A. Parties to this action and the officers, directors, in-house counsel and their staff, and employees of the Parties who are directly participating in the prosecution or defense of this action (including but not limited to any mediation, arbitration, or any other settlement process and appeals) or otherwise have a need to know of the "Confidential Information" for purposes of this lawsuit, as well as reinsurers and reinsurance intermediaries for the Parties; federal, state, local governmental agencies and regulators; and copy and web hosting services utilized by Parties;

B. Law firms of record of the Parties to this action and such firms' attorneys and office staff;

C. Consulting and testifying experts or other consultants retained to assist outside counsel of record for the purpose of assisting in the preparation for trial of this action;

D. Witnesses at deposition or trial, to the extent necessary for preparation and prosecution of this litigation; and

E. Judges, court personnel and mediators who are involved in this litigation. Paragraph 15 describes how "Confidential Information" shall be disclosed to the Court.

9. Conditions of Disclosure to Experts or Witnesses: Prior to disclosure of "Confidential Information" to any person set forth in Paragraph 8 of this Order, the "Disclosing Party" shall inform such person that "Confidential Information" shall be used for the purposes of the furtherance of the prosecution or defense of this action only.

When requested by any Party to this action, and for good cause shown, the "Disclosing Party" shall disclose the identity of all persons to whom "Confidential Information" has been disclosed.

10. Execution of "Statement of Confidentiality": Each person (other than those "Qualified Persons" identified in subparagraphs 8A, 8B, and 8E, as well as persons employed or retained solely in clerical, stenographic or other ministerial functions) to whom any disclosure or exhibition of any "Confidential Information" is made shall be provided with a copy of this Order and shall execute a copy of the attached "Statement of Confidentiality" binding them to the terms of this Order. Each such executed "Statement of Confidentiality" shall be maintained by the counsel who has obtained it.

11. Exclusion for Author: Nothing in this Order shall prohibit the disclosure of a Document that has been designated "Confidential Information" to the author of such Document or any person(s) who received such Document in its normal usage external to this action.

12. Reservation of Rights to Object and Challenge Designation: This Order is entered without prejudice to the right of any Party to oppose production of any information on any grounds other than confidentiality, or to bring before the Court at any time the question of whether any particular information is or is not the proper subject of protection under the provisions of Rule 26(c) of the South Carolina Rules of Civil Procedure because the "Confidential Information" designation does not constitute a finding or determination that such Document or Material is confidential, proprietary, or a trade secret, and nothing in this Order constitutes such a finding or determination.

13. Procedure on Challenge: Any Party may request the "Designating Party" to cancel the "Confidential Information" designation with respect to all or part of any Document or

Material so designated and, if the Parties are unable to resolve a dispute over a designation, may move the Court for entry of an order declassifying any such Document or Material designated "Confidential Information." Unless and until such dispute is resolved by agreement or the Court, the "Confidential Information" designation shall remain in force and effect. On such motion, the "Designating Party," which is seeking to preserve the "Confidential Information" designation, shall have the burden of establishing that the Document or Material so designated is properly subject to protection under Rule 26(c).

14. Procedural Reach of Restrictions: Restrictions in this Order on the disclosure and use of "Confidential Information" shall continue during any trial or hearing of this action until completion of the action and disposition in accordance with Paragraph 16 of this Order; provided, however, that the disclosure and use of such "Confidential Information" during any such trial or during any hearing shall be subject to such protection as the Court shall determine is warranted and appropriate at the time of trial or hearing.

15. Filing "Confidential Information" with the Court:

A. Subject to the applicable rules of evidence, Documents or Material designated as "Confidential Information" may be filed in support of a motion, or offered into evidence at trial or at any hearing or oral argument, provided that the proponent Party of the evidence containing "Confidential Information" obtains the written consent of the Designating Party prior to the filing date or use of the Documents or Materials designated as "Confidential Information."

B. Unless the prior written consent of the Designating Party is obtained, any Document or Material filed with the Court containing or making

reference to "Confidential Information" or the contents of any "Confidential Information" shall be filed under seal.

C. This Protective Order shall not preclude any Party from using in the course of any hearing, trial or other proceeding before the Court any "Confidential Information" or contents of any "Confidential Information" provided that the confidentiality of the "Confidential Information" is noted to the Court and that any "Confidential Information" provided to the Court contains the "Confidential Information" designation, unless the Court determines otherwise pursuant to Paragraph 13 or 14.

D. When any "Confidential Information" is incorporated in a transcript of a hearing, or other proceeding, arrangements shall be made with the reporter(s) attending such proceeding to bind the portions of such transcript separately and label such portions as "CONFIDENTIAL – NOT FOR PUBLIC FILING."

16. Disposition of "Confidential Information": Within thirty (30) days of the completion of this action (which shall be the earlier of the date upon which judgment becomes final after all appeals have been exhausted or the date on which the action is terminated by stipulation of dismissal), all Parties shall destroy all "Confidential Information" and copies thereof obtained through discovery, and counsel for each Party shall prepare and serve on counsel for all other Parties a written certification of compliance with this provision; provided, however, that nothing in this provision or Paragraph 13 shall require the destruction of attorney work product. Furthermore, any party can permanently keep all confidential documents so long as they are maintained in accordance with the order as the insurers to the extent that retention of

such documents is required to comply with certain regulatory requirements and/or current corporate document retention policies.

17. Other Obligations: This Order shall not abrogate or diminish any contractual, statutory, or other legal obligation or right of any Party with respect to the "Confidential Information." If at any time Documents or Materials designated as "Confidential Information" are subpoenaed by any court, arbitral, administrative or legislative body, the person to whom the subpoena or other request is directed shall immediately give written notice thereof to the Designating Party and its counsel and shall provide such Party with an opportunity to object to the production of such documents or information. If the Designating Party does not take steps to prevent disclosure of such documents within ten (10) days of the date written notice is given, or the date set forth in the subpoena for production, whichever is sooner, the Party to whom the referenced subpoena is directed may produce such documents in response thereto.

18. Modification of Order: This Order may only be modified by written agreement of the Parties, by order of this Court upon written motion of any Party to this action for good cause shown, or by the Court upon its own motion modify this Order in the interests of justice.

19. Enforcement: Each person who received "Confidential Information" in this action submits himself or herself to the personal jurisdiction of the Court, wherever he or she shall be found, solely for the purposes of the enforcement of this Order.

SO ORDERED, this the ___ day of _____ 2021.

_____
Judge Presiding

CONSENTED TO:

For Plaintiff Covil Corporation, by and through its duly appointed receiver Peter D. Protopapas:

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Marghretta H. Shisko
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EXHIBIT A

STATEMENT OF CONFIDENTIALITY

This is to certify that I have read and am fully familiar with the provisions of the Confidentiality Agreement and Protective Order entered in the above-captioned matter.

As a condition to my review or handling of any of the documents or other materials containing "Confidential Information" produced pursuant to the Confidentiality Agreement and Protective Order or my obtaining any "Confidential Information" contained in said documents or other materials, I hereby agree that the Confidentiality Agreement and Protective Order shall be deemed to be directed to and shall include me, and I shall observe and comply with all of the provisions of the Confidentiality Agreement and Protective Order and I submit to the jurisdiction of the Court entering this Order for purposes of enforcement of the Confidentiality Agreement and Protective Order against me.

I shall disclose such "Confidential Information" and the contents thereof only as permitted by terms of the Confidentiality Agreement and Protective Order and understand and agree that it shall be used only for the preparation and prosecution of this action.

This the _____ day of _____ 2021.

_____
Signature

_____
Printed Name

_____
Home Address

_____
Occupation

_____
Employer

_____
Job Title

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
	FOR THE FIFTH JUDICIAL DISTRICT
COUNTY OF RICHLAND	CASE NUMBER: 2020-CP-40-02098
Covil Corporation, by and through its duly appointed Receiver, Peter D. Protopapas, Plaintiff, v. Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and South Carolina Property & Casualty Insurance Guaranty Association, Defendants.	**PENN NATIONAL'S RESPONSES TO RECEIVER'S SECOND SET OF INTERROGATORIES**

Defendant Pennsylvania National Mutual Casualty Insurance Company ("Penn National"), by its undersigned counsel, provides its responses as follows to the Second Set of Interrogatories ("Interrogatories") propounded by the Receiver of Covil Corporation ("Receiver").

GENERAL RESPONSE TO INTERROGATORIES

The Responses and Objections included herein are based solely on information and documents that are presently known and available to Penn National. Penn National has conducted a diligent search for information and documents responsive to these Interrogatories to the extent such information and documents exist and are in the possession, custody, or control of Penn National. Penn National reserves the right to modify, amend, or supplement its responses if additional information or documents become available. By producing or referring the Receiver to documents, Penn National does not concede the admissibility or relevance of any document produced or that the document is original, true, complete, or authentic. Penn National reserves the right to challenge the competency, relevancy, materiality, and admissibility of, or object on any ground to,



the use of any information set forth herein or documents produced in any subsequent proceeding or at trial. Penn National further reserves its right to rely on any facts, documents or other evidence that may develop or come to Penn National's attention at a later date.

INTERROGATORIES

1. Explain why the insurance policies covering Covil that you located in your records were not destroyed pursuant Penn National's record destruction or purge policies and practices between 2018 and the present.

ANSWER:

The policy-related documents for policies issued to Covil that were located by Penn National, which have been previously produced to the Receiver, consist of the following: (1) Comprehensive General Liability Insurance Policy, policy number 515 50 28 53, which was in effect for the periods of March 31, 1986 to March 31, 1987 and March 31, 1987 to March 31, 1988, and (2) certain auto liability, inland marine, and workers compensation insurance policies, which are not at issue with respect to the claims in this action, *i.e.* coverage for asbestos claims asserted against Covil ("Covil Policy Documents"). The Covil Policy Documents were commercial line policies. All commercial line policy-related documents that predated 1992 were stored on microfiche and kept at Penn National's headquarters in Harrisburg, Pennsylvania; separate from the paper policy-related documents that were warehoused by Penn National until approximately 2010 when Penn National moved the paper policy-related documents to an Iron Mountain facility.

Also, during the 2009 and 2010 timeframe, given the volume of the archived non-electronically stored documents that were being maintained by Penn National, the company identified policy-related documents that were still being stored by Penn National but were outside the scope of its document retention policy. Such policy-related documents were

then identified for destruction in accordance with Penn National's document retention policy. Also, in the 2010 timeframe, Penn National initiated a formal purge (non-destructive) process that was implemented to be used on a moving forward basis in which a list would be generated at the beginning of each year that identified policies that had cancelled or had not been renewed during the previous year. These policies would then be identified to be purged and ultimately disposed of on a future date that would depend on the number of years that such policy was to be retained after its cancellation or non-renew date. For example, under Penn National's document retention policy, non-workers compensation commercial line policy-related documents are to be retained for 25 years from cancellation or non-renew date. Therefore, if a policy cancelled or was not renewed in 2010, the documents relating to that policy would have been marked and identified under the purge process to be destroyed in 2035.

The Covil Policy Documents were not identified as being outside of Penn National's document retention policy in 2010, and therefore, they were not subject to be purged at that time. Additionally, the Covil Policy Documents predated 1992, and therefore, were stored on microfiche. There is no electronic interface between the microfiche and current computer systems for policies cancelled or non-renewed prior to 1992, and so the Covil Policy Documents would not appear on a purge list generated under Penn National's new purge process that was implemented during the 2010 timeframe. Penn National determined that it was cost prohibitive to physically examine and purge each and every of 253,000 microfiche policy-related documents, which would fall outside of the purge lists generated under its new purge process, and so the Covil Policy Documents were not purged or disposed of prior to 2018, and were still available.

2. Describe all Penn National document retention, destruction and record purge policies and practices in place between 2017 and the present.

ANSWER:

Penn National will produce its document retention policy pursuant to a confidentiality order agreed upon by counsel.

3. Identify each and every insurance policy or other insurance policy-related document identified to be purged pursuant to Penn National's document retention, destruction and record purge policies and practices between June 2018 and present, and explain how each and every document was identified for destruction.

ANSWER:

Penn National objects to this Interrogatory on the grounds it is overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Subject to and without waiving the foregoing objections, Penn National responds as follows: In 2018 up to the current date, Penn National retains commercial lines policies, other than workers compensation policies, for 25 years from cancellation or non-renew date. With respect to Covil related policies, any Covil related policy documents would have predated 1992, and therefore, were stored on microfiche, and would not have been purged or destroyed between 2018 to present date. Any policy related documents identified in a 2018 purge list would be policies cancelled or non-renewed in 2017 and subject to destruction in 25 years or 2042.

4. Identify each and every insurance policy or other insurance policy-related document that was destroyed, discarded, purged, or otherwise disposed of pursuant to Penn National's

document retention or record purge policies and practices since June 2018, including but not limited to the identification of:

a. The named insured;
b. The supplemental insureds or additional insureds;
c. The terms, conditions and endorsements;
d. The policy period(s); and
e. The policy number(s).

ANSWER:

Penn National objects to this Interrogatory on the grounds it is overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Subject to and without waiving the foregoing objections, Penn National responds as follows: In 2018 up to the current date, Penn National retains commercial lines policies, other than workers compensation policies, for 25 years from cancellation or non-renew date. With respect to Covil related policies, any Covil related policy documents would have predated 1992, and therefore, were stored on microfiche, and would not have been purged or destroyed between 2018 to present date.

5. Identify all insurance policies or policy-related documents identified to be purged pursuant to Penn National's standard record purge policies and practices that were not in fact destroyed between June 2018 and present and explain why these documents were not destroyed.

ANSWER:

Penn National objects to this Interrogatory on the grounds it is overly broad, unduly burdensome, and seeks information that is not likely to lead to discovery of admissible evidence. Subject to and without waiving the foregoing objections, Penn National refers the Receiver to Penn National's response to Interrogatory No. 1.

6. Describe in detail your annual document destruction or record purge policies, practices, and processes at the end of 2018, 2019, and 2020 and/or at the beginning of 2019, 2020,

and 2021 (as identified in your Responses to the Receiver's Second Set of Requests for Production as well as Brent Reifsnyder's December 2021 Affidavit), including but not limited to:

a. The number of documents destroyed in each year's purge;
b. The dates on which the decision was made to perform each purge;
c. The names and titles of the persons who requested and authorized each purge; and
d. The dates on which each purge was carried out.

ANSWER:

Penn National objects to this Interrogatory on the grounds it is overly broad, unduly burdensome, and seeks information that is not likely to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, the Affidavits of Brent Reifsnyder dated July 9, 2021, July 23, 2021, and December 22, 2021 set forth the approximate range of dates that policy-related documents are set to be purged or disposed, and Brent Reifsnyder, Director – Administrative Services for Penn National is responsible for the process of purging and arranging for the eventual disposal of hard copies of policy-related documents, pursuant to Penn National's document retention policy.

7. Describe in detail how Penn National identified each insurance policy or policy-related document for destruction or purging in each of the annual purges from 2018 through the present, including:

a. The internal policies, procedures or practices for identifying documents to be purged;
b. The internal policies, procedures or practices for carrying out annual document purges;
c. The names and titles of the persons who were notified that each purge would be carried out;
d. The names and titles of the individual(s) involved in implementing such policies, procedures, or practices; and
e. The reasons the documents were selected for destruction in these purges.

ANSWER:

Brent Reifsnyder, Director – Administrative Services for Penn National is responsible for the process of purging and arranging for the eventual disposal of hard copies

of policy-related documents, pursuant to Penn National's document retention policy. The policies, procedures, practices, and reasons for identifying and carrying out annual document purges is detailed in the affidavits and deposition testimony of Brent Reifsnyder previously filed or provided in this case.

8. Identify your internal policies, procedures, or practices for issuance of document preservation notices or litigation hold notices in response to anticipated or actual litigation, and explain why Scott Maier did not transmit a Litigation Hold Notice to Brent Reifsnyder until December 17, 2021.

ANSWER:

Penn National has in place a Litigation Hold Procedure, which will be produced pursuant to a confidentiality order agreed upon by counsel. With respect to the date of the Litigation Hold Notice, it was issued to address any concerns the Receiver may have with respect to destruction of Covil's policy-related documents moving forward.

9. Identify all persons involved in the process for locating insurance policy–related documents for possible disposal between June 2018 and present.

ANSWER:

Penn National refers the Receiver to Penn National's response to Interrogatory No. 7.

10. Identify all litigation hold notices you have issued relating to any litigation since June 2018, including the date the notice was issued, whether litigation was filed, and if so, the date you were served in the litigation.

ANSWER:

Penn National objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, seeks information not likely to lead to the discovery of admissible evidence, and to the extent it is otherwise protected by the attorney client privilege and work product doctrine.

11. Identify your document retention coordinator or the individual(s) responsible for drafting, revising, and implementing your document retention policy or policies.

ANSWER:

Penn National's in-house legal department is responsible for drafting, revising, and implementing your document retention policy or policies.

12. Describe in detail the terms of your document retention agreement(s) with Iron Mountain, including but not limited to the length of the period Iron Mountain must retain such documents, and whether Iron Mountain is authorized to destroy or discard such documents without your express approval at the expiration of that period.

ANSWER:

Iron Mountain is hired by Penn National to retain documents until otherwise instructed by Penn National, and Iron Mountain is not authorized to destroy or discard Penn National documents without Penn National's authorization.

13. Describe how Penn National identifies insurance policies or policy-related documents as beyond the scope of its retention timeframe pursuant to the Penn National record destruction or purge policies and practices.

ANSWER:

As described in the July 9, 2021 Affidavit of Brent Reifsnyder, Penn National identifies policy-related documents that are subject to the purge process pursuant to its document retention practices based on the cancellation or non-renew date of each policy.

14. For each of the Receiver's Requests for Admission that you deny, in whole or in part,

explain in detail the basis for your denial.

ANSWER:

Penn National denied Request for Admission No. 10 on the grounds that, as set forth in the December 22, 2021, Affidavit of Brent Reifsnyder, Penn National has not disposed of any policy-related documents since at least January 2021. Penn National denied Requests for Admission Nos. 25 and 26 on the grounds that based on Penn National's investigation it is currently of the belief that it did not write liability insurance for policyholders with business activities in Louisiana or Wisconsin prior to 1990. As to the remaining Requests for Admission, Penn National fully set forth its responses in a manner that supported and explained the denial of any part of each such Request. To the extent any such admission or denial is unclear, Penn National is willing to meet and confer to discuss such admission or denial.

15. On your website, you represent that "Transparency" is one of your "Core Values" and that you "openly and honestly share [your] successes and shortcomings." Please "openly and honestly share" your shortcomings in handling Covil's efforts to obtain insurance documents from you.

ANSWER:

Penn National denies any "shortcomings" with respect Penn National's efforts to respond to Covil's requests for insurance documents.

16. If you, or counsel representing you or one of your policyholders, have ever been sanctioned by a court or censured by a regulator for a failure to preserve documents or other evidence, identify and describe the facts related to each such instance.

ANSWER:

Penn National objects to this Interrogatory on the grounds that it requests information that is irrelevant and not likely to lead to the discovery of admissible evidence,

and it is overly broad, and unduly burdensome in relation to the claims at issue in this case.

17. If you or one of your policyholders has ever received an adverse spoliation order, identify and describe the facts related to each such instance.

ANSWER:

Penn National objects to this Interrogatory on the grounds that it requests information that is irrelevant and not likely to lead to the discovery of admissible evidence, and it is overly broad, and unduly burdensome in relation to the claims at issue in this case.

18. If you have written liability insurance coverage for policyholders with business activities in Louisiana or Wisconsin prior to 1990, identify the dates that coverage was first written and state the steps that you have taken, if any, to preserve those insurance policies.

ANSWER:

Penn National refers the Receiver to Penn National's response to Interrogatory No. 14.

19. Identify each and every instance in which you have been sued as a "direct action" defendant in Louisiana or Wisconsin.

ANSWER:

Penn National objects to this Interrogatory on the grounds that it requests information that is irrelevant and not likely to lead to the discovery of admissible evidence, and it is overly broad, and unduly burdensome in relation to the claims at issue in this case.

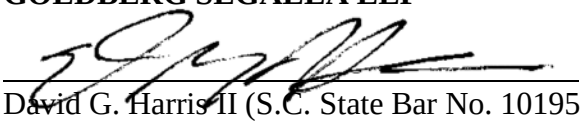
20. Identify each and every insurance company that you placed on notice of the fact that you failed to preserve Covil's documents during the pendency of the Covil Litigation.

ANSWER:

Penn National denies that it has "failed" to preserve Covil's documents during the pendency of the Covil Litigation.

This the 17th day of February, 2022.

GOLDBERG SEGALLA LLP



David G. Harris II (S.C. State Bar No. 101951)
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Attorneys for Defendant Penn National

CERTIFICATE OF SERVICE

I, Jane Carter, paralegal to Goldberg Segalla, certify that I have served the foregoing Penn National's Responses to Receiver's Second Set of Interrogatories upon the following counsel of record at the following addresses by email only pursuant to ongoing COVID-19 protocols:

Jescelyn T. Spitz - Jspitz@rplegalgroup.com
Brad W. Nes - brad.nes@morganlewis.com

This 17th day of February, 2022.

/s/ Jane Carter

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas, Plaintiff, vs. Pennsylvania National Mutual Casualty Insurance Co.; Sam J. Crain & Co., Inc.; and South Carolina Property and Casualty Insurance Guaranty Association, Defendant.	Case Number: 2020-CP-40-02098 DEFENDANT'S RESPONSES TO PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION

Defendant Pennsylvania National Mutual Casualty Insurance Company ("Penn National"), by its undersigned counsel, responds as follows to the Second Set of Requests for Production to the Defendant ("Requests") propounded by the Receiver of Covil Corporation ("Receiver").

GENERAL OBJECTIONS

1. Penn National objects to each Request to the extent it would require the provision of information that is protected by the attorney-client privilege, work product doctrine, or any other privilege recognized under applicable law. To the extent that any information that is properly the subject of any privilege is inadvertently provided, such provision is not to be construed as a waiver of such privilege.

2. In providing responses to each Request, Penn National does not waive any objections it may have to the use, or introduction into evidence, at any stage of this or any other proceeding, of any information provided in response to each Request. To the extent Penn National responds to each Request, Penn National does not concede that any of



the information sought or provided is relevant or material to this action, and Penn National expressly reserves and does not in any way waive or intend to waive: (a) objections as to relevancy, materiality and/or admissibility; (b) its right to object on any ground to the use of any of the responses herein, including herein, including at trial of this action or any other action; (c) objections as to vagueness or ambiguity; and (d) its right to object on any ground to any further requests for admission or other discovery requests involving or related to each Request.

3. Penn National does not waive objections to the truth or accuracy of any term, phrase, or characterization in each Request, and other than what is expressly admitted in response to each Request, nothing herein shall be construed as an admission by Penn National of any legal or factual contention contained in any individual Request.

4. Penn National objects to each Request to the extent it is vague, ambiguous, overly broad, unduly burdensome, or seeks information not relevant to the parties' claims or defenses or to the subject matter of this action.

5. Penn National objects to each Request to the extent it seeks information other than that which may be obtained through a reasonably diligent search or investigation. In responding to each Request, Penn National has made a reasonable and diligent inquiry and reasonable diligent search of information and materials within its possession, custody, or control.

6. Penn National objects to each Request to the extent it purports to require the provision of information that is not in Penn National's possession, custody, or control.

7. Penn National objects to each Request to the extent it seeks information that can be obtained from documents that (i) are in the possession, custody or control of the Receiver,

(ii) are a matter of public record or are publicly available; or (iii) are as easily obtained by the Receiver as by Penn National.

8. Penn National objects to each Request to the extent it requires the provision of information in a manner or form that is infeasible, unduly burdensome, vexatious, and/or oppressive.

9. Penn National objects to each Request to the extent it is unreasonably cumulative or duplicative of any other Request.

10. Penn National objects to each Request to the extent it is vague, ambiguous, and overly broad because it fails to specify an applicable time period or to the extent it purports to seek information from a time period not relevant to this action.

11. Penn National objects to each Request to the extent it seeks provision of trade secrets, confidential, proprietary, or competitively or financially sensitive business, personal, customer or client information relating to Penn National. Penn National will provide information only pursuant to the stipulation and protective order entered in this case.

12. Penn National objects to each Request to the extent it calls for the provision of information that is not reasonably accessible. Such requests are overbroad, and the burden and expense of complying with such requests is excessive and unjustified and is excessive and unjustified and is not reasonably calculated to lead to the discovery of admissible evidence.

13. Penn National objects to each Request to the extent it seeks information related to policyholders other than Covil Corporation ("Covil").

14. Penn National objects to each Request to the extent it seeks information that is not related to the claims or agreements at issue in this litigation.

15. Penn National objects to each Request to the extent it seeks to improperly shift the burden to Penn National to review documents that the Receiver asked that Penn National produce in this lawsuit.

16. Penn National objects to each Request to the extent it refers to Covil without defining this term.

17. With the exception of all policy documents previously produced with Penn National's Opposition to Covil's Motion for Partial Summary Judgment, Penn National will produce relevant, responsive, non-protected documents, and documents not otherwise subject to Penn National's objections stated herein and below, to the extent they exist and are in Penn National's possession, custody, or control, but such production, if any, will only occur after a protective order is entered in this action.

OBJECTIONS TO DEFINITIONS

1. Penn National objects to the Receiver's definitions to the extent they exceed, conflict with, or violate the requirements of the South Carolina Rules of Civil Procedure and/or any other applicable rules.

2. Penn National objects to the definition of "YOU" and "YOUR" on the ground that it is overly broad, unduly burdensome, oppressive, and seeks documents or information that are not relevant to any issue in this action nor proportional to the needs of this case. The Receiver's definition of "YOU" and "YOUR" purports to require Penn National to respond to these Requests on behalf of business entities "related" to Penn National, notwithstanding that such entities have

no past or present involvement in or relationship to the facts, issues or matters potentially relevant to any claims or defenses in this lawsuit.

RESPONSES

1. All litigation hold notices that YOU issued related to the Covil Litigation

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request to the extent it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to this Request as not reasonably calculated to lead to the discovery of admissible evidence. Penn National has not failed to retain any potentially relevant documents since the onset of the discovery dispute in this matter and, therefore, the existence or non-existence of any "litigation hold notices" has no bearing on this litigation. Penn National also objects to this Request to the extent the term "litigation hold notices" is not defined and, therefore, the breadth/identity of the documentation sought is not immediately evident.

Not waiving these or any additional objections set forth above, Penn National has not issued any formal litigation hold notice at this time. However, per Penn National's document retention policy, no policy-related documents have been destroyed or purged by Penn National since the onset of the discovery dispute in this matter. Pursuant to this retention policy, certain policy-related documents may be identified for purging throughout the course of the year. However, such a purge does not take place until the conclusion of that year/start of the following year. Because the discovery dispute at issue in this action relating to the assertion that Covil may have been listed as an "additional insured" on the policies of other Penn National insureds—

which dispute began in January 2021—no policy-related documents have been destroyed or purged since the onset of the discovery dispute in this matter.

Further, based on the ongoing discovery dispute as well as the pending review of Penn National's policy-related document repositories by Ellis & Winters, LLP, per the Court's November 5, 2021 order, Penn National has instructed its document custodians not to move forward with the yearly purge of documents per its standard retention policy.

2. All correspondence regarding the litigation hold notices that YOU issued related to the Covil Litigation.

RESPONSE: Penn National objects to the use of the defined term "YOU" in this Request to the extent it requires a response on behalf of business entities other than Penn National. Penn National responds to this Request on behalf of Penn National only and not on behalf of any other entity. Penn National also objects to this Request as not reasonably calculated to lead to the discovery of admissible evidence. Penn National has not failed to retain any potentially relevant documents since the onset of the discovery dispute in this matter and, therefore, the existence or non-existence of any "litigation hold notices" has no bearing on this litigation. Penn National also objects to this Request to the extent the term "litigation hold notices" is not defined and, therefore, the breadth/identity of the documentation sought is not immediately evident. Further, Penn National objects to this request on the ground it seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, and/or any other applicable privileges and protections, as any such communications in Penn National's possession pertaining to discussions about same would have been with its counsel and in relation to this litigation.

Not waiving these objections or any additional objections set forth above, Penn National refers to its response to Request No.1.

This the 20th day of December, 2021.

GOLDBERG SEGALLA LLP

/s/ David G. Harris II
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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas, Plaintiff, v. Pennsylvania National Mutual Casualty Insurance Co.; Sam J. Crain & Co., Inc.; and South Carolina Property and Casualty Insurance Guaranty Association, Defendants.	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT C.A. No. 2020-CP-40-02098 **PENN NATIONAL'S RESPONSES TO RECEIVER FOR COVIL CORPORATION'S THIRD SET OF REQUESTS FOR PRODUCTION**

Defendant Pennsylvania National Mutual Casualty Insurance Company ("Penn National") by its undersigned counsel, responds as follows to the Receiver for Covil Corporation's ("Covil") Third Set of Requests for Production to the Defendant ("Requests").

GENERAL OBJECTIONS

1. Penn National objects to each Request to the extent it would require the provision of information that is protected by the attorney client privilege, work product doctrine, or any other privilege recognized under applicable law. To the extent that any information that is properly the subject of any privilege is inadvertently provided, such provision is not to be construed as a waiver of such privilege.

2. In providing responses to each Request, Penn National does not waive any objections it may have to the use, or introduction into evidence, at any stage of this or any other proceeding, of any information provided in response to each Request. To the extent Penn National responds to each Request, Penn National does not concede that any of the information sought or provided is relevant or material to this action, and Penn National expressly reserves and does not in any way waive or intend to waive: (a)



objections as to relevancy, materiality and/or admissibility; (b) its right to object on any ground to the use of any of the responses herein, including herein, including at trial of this action or any other action; (c) objections as to vagueness or ambiguity; and (d) its right to object on any ground to any further requests for admission or other discovery requests involving or related to each Request.

3. Penn National does not waive objections to the truth or accuracy of any term, phrase, or characterization in each Request, and other than what is expressly admitted in response to each Request, nothing herein shall be construed as an admission by Penn National of any legal or factual contention contained in any individual Request.

4. Penn National objects to each Request to the extent it is vague, ambiguous, overly broad, unduly burdensome, or seeks information not relevant to the parties' claims or defenses or to the subject matter of this action.

5. Penn National objects to each Request to the extent it seeks information other than that which may be obtained through a reasonably diligent search or investigation. In responding to each Request, Penn National has made a reasonable and diligent inquiry and reasonable diligent search of information and materials within its possession, custody, or control.

6. Penn National objects to each Request to the extent it purports to require the provision of information that is not in Penn National's possession, custody, or control.

7. Penn National objects to each Request to the extent it seeks information that can be obtained from documents that (i) are in the possession, custody or control of the Receiver, (ii) are a matter of public record or are publicly available; or (iii) are as easily obtained by the Receiver as by Penn National.

8. Penn National objects to each Request to the extent it requires the provision of information in a manner or form that is infeasible, unduly burdensome, vexatious, and/or oppressive.

9. Penn National objects to each Request to the extent it is unreasonably cumulative or duplicative of any other Request.

10. Penn National objects to each Request to the extent it is vague, ambiguous, and overly broad because it fails to specify an applicable time period or to the extent it purports to seek information from a time period not relevant to this action.

11. Penn National objects to each Request to the extent it seeks provision of trade secrets, confidential, proprietary, or competitively or financially sensitive business, personal, customer, or client information relating to Penn National. Penn National will provide information only pursuant to the stipulation and protective order entered in this case.

12. Penn National objects to each Request to the extent it calls for the provision of information that is not reasonably accessible. Such requests are overbroad, and the burden and expense of complying with such requests is excessive and unjustified and is excessive and unjustified and is not reasonably calculated to lead to the discovery of admissible evidence.

13. Penn National objects to each Request to the extent it seeks information related to policyholders other than Covil.

14. Penn National objects to each Request to the extent it seeks information that is not related to the claims or agreements at issue in this litigation.

15. Penn National objects to each Request to the extent it seeks to improperly shift the burden to Penn National to review documents that the Receiver asked that Penn National produce in this lawsuit.

16. Penn National objects to each Request to the extent it refers to Covil without defining this term.

17. With the exception of all policy documents previously produced with Penn National's

Opposition to Covil's Motion for Partial Summary Judgment, Penn National will produce relevant, responsive, non-protected documents, and documents not otherwise subject to Penn National's objections stated herein and below, to the extent they exist and are in Penn National's possession, custody, or control, but such production, if any, will only occur after a protective order is entered in this action.

OBJECTIONS TO DEFINITIONS

1. Penn National objects to the Receiver's definitions to the extent they exceed, conflict with, or violate the requirements of the South Carolina Rules of Civil Procedure and/or any other applicable rules.

2. Penn National objects to the definition of "YOU" and "YOUR" on the ground that it is overly broad, unduly burdensome, oppressive, and seeks documents or information that are not relevant to any issue in this action nor proportional to the needs of this case. The Receiver's definition of "YOU" and "YOUR" purports to require Penn National to respond to these Requests on behalf of business entities "related" to Penn National, notwithstanding that such entities have no past or present involvement in or relationship to the facts, issues or matters potentially relevant to any claims or defenses in this lawsuit.

GENERAL RESPONSE TO REQUESTS

The Responses and Objections included herein are based solely on information and documents that are presently known and available to Penn National. Penn National has conducted a diligent search for information and documents responsive to these Requests to the extent such information and documents exist and are in the possession, custody, or control of Penn National. Penn National reserves the right to modify, amend, or supplement its responses if additional information or documents become available. By producing or referring the Receiver to documents, Penn National does not concede the admissibility or relevance of any document produced or that the document is original, true, complete, or authentic. Penn National reserves the right to challenge the competency, relevancy, materiality, and admissibility of, or object on any ground to, the use of any information set forth herein or documents produced in any

subsequent proceeding or at trial. Penn National further reserves its right to rely on any facts, documents, or other evidence that may develop or come to Penn National's attention at a later date.

RESPONSES

REQUEST FOR PRODUCTION NO. 1:

All documents you relied upon to answer Covil's Interrogatories and/or Requests to Admit servedon January 18, 2022.

ANSWER: Penn National Objects to this Request to the extent it seeks any materials protected by the attorney-client privilege, work product doctrine, and/or prepared in anticipation of litigation. Not waiving these objections, Penn National is in the process of producing any and all responsive documents to the discovery requests served by Covil on January 18, 2022, as set forth elsewhere in its responses.

REQUEST FOR PRODUCTION NO. 2:

All documents and communications related to the policy-related documents, including paper and microfiche documents, that were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as vague and unclear to the extent the meaning of the phrase/documents sought by the phrase "related to the policy-related documents . . . that were destroyed, purged, or disposed" is not immediately evident. To the extent this Request seeks documents that have been "destroyed, purged, or disposed of" over the past thirty-six (36) years, Penn National is unable to produce any documents that no longer exist. To the extent this Request seeks any communications over the previous thirty-six (36) years that could relate to document retention, such a request is overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections, Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 3:

All documents and communications identifying the named insureds whose insurance policies or policy-related documents were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections, to the extent this Request seeks documents and information that would memorialize all the information in documents that were "destroyed, purged, or disposed of pursuant to Penn National's document retention . . . policies and practices", no such documents exist, as the existence of such documents would render such document retention policies moot/illogical. Not waiving these objections, Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 4:

All documents and communications identifying the additional insureds or supplemental insureds whose insurance policies or policy-related documents were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Please see the objections and response to Request No. 3.

REQUEST FOR PRODUCTION NO. 5:

All documents and communications that identify the policy numbers of the insurance policies and insurance policy-related documents that were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Please see the objections and response to Request No. 3.

REQUEST FOR PRODUCTION NO. 6:

All documents and communications that identify the frequency of your destruction, purge, or disposal of insurance policies or insurance policy-related documents pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any documents or communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or

were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections, Penn National has set forth its document retention policy in its discovery responses served herewith. Further responding, Penn National refers the Receiver to the Affidavits of Brent Reifsnyder previously served in this action and in the action captioned *Ann Finch, Individually and as Executor of the Estate of Franklin Finch, et al. v. Sentry Casualty Co., et al.* – Richland County Court of Common Pleas bearing case number 2019-CP-40-03003. Penn National will provide its document retention policy pursuant to a confidential order agreed upon by counsel. Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 7:

All documents and communications that identify the individuals involved in your destruction, purge, or disposal of insurance policy-related documents pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any documents or communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections, Penn National has no way to determine what individuals may have ever been involved with its document retention policies over the past thirty-six (36) years, beyond the information it has provided. Penn National has set forth its document retention policy in its discovery responses served herewith. Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 8:

All documents and communications that identify where the destruction, purge, or disposal of insurance policy-related documents occurred pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any documents or communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or

were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections, Penn National has no way to determine every location where each and every document in its possession has been purged pursuant to its document retention policy over the past thirty-six (36) years. Penn National has set forth its document retention policy in its discovery responses served herewith. Further responding, Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 9:

All documents and communications identifying the date and time you destroyed, purged, or disposed of insurance policy-related documents pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any documents or communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections, Penn National has no way to determine every date and time where each and every document in its possession has been purged pursuant to its document retention policy over the past thirty-six (36) years. Penn National has set forth its document retention policy in its discovery responses served herewith. Further responding, Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 10:

All documents and communications identifying terms, conditions, and/or endorsements, including identification of the insured and any supplemental or additional insured, of any insurance policy or policy-related information that was destroyed, purged, or otherwise disposed of from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than

Covil. Not waiving these objections, to the extent this Request seeks documents and information that would memorialize all the information in documents that were "destroyed, purged, or disposed of from 1986 to present", no such documents exist, as the existence of such documents would render such document retention policies moot/illogical.

REQUEST FOR PRODUCTION NO. 11:

All documents and communications related to the process of identification, collection, and disposalof insurance policies and policy-related documents pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any documents or communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Penn National also objects to the Request as vague and unclear to the extent the breadth of the phrase "process of identification, collection, and disposal" is not immediately evident. Not waiving these objections, Penn National has no way to determine every time each and every document in its possession has been purged pursuant to its document retention policy over the past thirty-six (36) years. Penn National has set forth its document retention policy in its discovery responses served herewith. Further responding, Penn National refers the Receiver to the Affidavits of Brent Reifsnyder previously served in this action and in the action captioned *Ann Finch, Individually and as Executor of the Estate of Franklin Finch, et al. v. Sentry Casualty Co., et al.* – Richland County Court of Common Pleas bearing case number 2019-CP-40-03003. Penn National will provide its document retention policy pursuant to a confidential order agreed upon by counsel. Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 12:

All documents and communications identifying the policy-related documents that were destroyed, purged, or disposed of, and the reasons such policy-related documents were selected for destruction, pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were

prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections, to the extent this Request seeks documents and information that would memorialize all the information in documents that were "destroyed, purged, or disposed of from 1986 to present", no such documents exist, as the existence of such documents would render such document retention policies moot/illogical. Further responding, Penn National has set forth its document retention policy in its discovery responses served herewith, which describes how long documents are kept and procedures relating to same. Further responding, Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 13:

All documents and communications reflecting directives to destroy, purge, or dispose of any insurance policy-related documents from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections Penn National has set forth its document retention policy in its discovery responses served herewith, which describes how long documents are kept and procedures relating to same. Further responding, Penn National will provide its document retention policy pursuant to a confidential order agreed upon by counsel. Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 14:

All documents and communications related to any notice you provided to your named insureds, including additional insureds and/or supplemental insureds, before their insurance policies or policy-related documents were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to any notices sent to Penn National's insureds, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the

policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil.

REQUEST FOR PRODUCTION NO. 15:

All documents and communications related to your document retention and record purge policiesand practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections Penn National has set forth its document retention policy in its discovery responses served herewith, which describes how long documents are kept and procedures relating to same. Further responding, Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 16:

All documents identifying each and every insurance policy or policy-related document that Penn National destroyed, purged, or otherwise did not retain pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as unreasonably cumulative and duplicative of the prior requests. Penn National further objects to this Request to the extent it seeks documents that have been "destroyed, purged, or otherwise . . . not retain[ed]" over the past thirty-six (36) years, Penn National is unable to produce any documents that no longer exist. To the extent this Request seeks any documents over the previous thirty-six (36) years that could relate to document retention, such a request is overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 17:

All documents and communications related to any steps you have taken to suspend or modify your document retention and record purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request to the extent it seeks documents extending over the past thirty-six (36) years and such a request is overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections Penn National has set forth its document retention policy in its discovery responses served herewith, which describes how long documents are kept and procedures relating to same. Further responding, Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.

REQUEST FOR PRODUCTION NO. 18:

All documents related to any measures, practices, or protocols you implemented to comply with litigation holds related to the Covil Litigation.

ANSWER: Penn National objects to this Request to the extent it seeks documents protected by the attorney-client privilege, work product doctrine, and/or prepared in anticipation of litigation. Penn National also objects to this Request as unreasonably cumulative and duplicative of prior requests. Not waiving these objections, Penn National has produced its Litigation Hold Notice issued in December 2021, and Penn National reserves the right to supplement this response.

REQUEST FOR PRODUCTION NO. 19:

All documents or communications related to the drafting of your document retention and record purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as it seeks materials protected by the attorney-client privilege and/or work product doctrine. Penn National also objects to this Request as seeking the confidential/proprietary business information of Penn National, and to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 20:

All litigation hold notices you have distributed related to your document retention and record purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as it seeks materials protected by the attorney-client privilege and/or work product doctrine. Penn National also objects to this Request as seeking the confidential/proprietary business information of Penn National, and to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence as litigation holds unrelated to Covil and this action have no bearing on this case. Not waiving these objections, Penn National has produced its Litigation Hold Notice issued in December 2021, and Penn National reserves the right to supplement this response.

REQUEST FOR PRODUCTION NO. 21:

All documents you used to identify insurance policy-related documents beyond the scope of your retention timeframe pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this request as unreasonably cumulative and duplicative, as its efforts to locate any Covil-related policy documents have been the subject of numerous prior motions, affidavits, depositions, and discovery requests. Further responding, to the extent this Request seeks documents unrelated to Covil or its policies, this Request is overbroad, unduly burdensome, oppressive, not reasonably calculated to lead to the discovery of admissible evidence, and seeks the confidential/proprietary business information of Penn National and insureds with no relationship to Covil or this litigation.

REQUEST FOR PRODUCTION NO. 22:

All communications relating to Covil between you and any other insurer for Covil between June2018 and December 2019.

ANSWER: Penn National objects as seeking materials protected by the joint-defense privilege. Penn National further objects to this Request as overbroad, unduly burdensome, not properly limited in scope, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks communications with other insurance regardless of any connection to Covil or this litigation.

REQUEST FOR PRODUCTION NO. 23:

All documents and communications between you and Iron Mountain since 2012, including but not limited to all contracts, agreements, directives, invoices, and billing information.

ANSWER: **Penn National objects as seeking the confidential/proprietary business information of Penn National. Penn National further objects to this Request as not reasonably calculated to lead to the discovery of admissible evidence as it seeks communications other than and documents unrelated to this action or to Covil. Further responding, Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response within 20 days.**

REQUEST FOR PRODUCTION NO. 24:

All training and education materials relating to your adherence to and implementation of your document retention and record purge policies and practices from 1986 to present.

ANSWER: **Penn National objects as seeking the confidential/proprietary business information of Penn National. Penn National further objects to this Request as not reasonably calculated to lead to the discovery of admissible evidence as it seeks communications other than and documents unrelated to this action or to Covil and seeks information going back thirty-six (36) years. Not waiving these objections, Penn National does not have training or education materials responsive to this Request.**

This the 17th day of February, 2022.

GOLDBERG SEGALLA LLP

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Attorneys for Defendant Penn National

CERTIFICATE OF SERVICE

I, Jane Carter, paralegal to Goldberg Segalla, certify that I have served the foregoing Penn National's Responses to Receiver for Covil Corporation's Third Set of Request for Production upon the following counsel of record at the following addresses by email only pursuant to ongoing COVID-19 protocols:

Jescelyn T. Spitz - Jspitz@rplegalgroup.com
Brad W. Nes - brad.nes@morganlewis.com

This 17th day of February, 2022.

/s/ Jane Carter

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas,

Plaintiff,

v.

Pennsylvania National Mutual Casualty Insurance Co.; Sam J. Crain & Co., Inc.; and South Carolina Property and Casualty Insurance Guaranty Association,

Defendants.

C.A. No. 2020-CP-40-02098

PENN NATIONAL'S SUPPLEMENTAL RESPONSES TO RECEIVER FOR COVIL CORPORATION'S THIRD SET OF REQUESTS FOR PRODUCTION

Defendant Pennsylvania National Mutual Casualty Insurance Company ("Penn National") by its undersigned counsel, supplements its responses as follows to the Receiver for Covil Corporation's ("Covil") Third Set of Requests for Production to the Defendant ("Requests").

GENERAL OBJECTIONS

1. Penn National objects to each Request to the extent it would require the provision of information that is protected by the attorney client privilege, work product doctrine, or any other privilege recognized under applicable law. To the extent that any information that is properly the subject of any privilege is inadvertently provided, such provision is not to be construed as a waiver of such privilege.

2. In providing responses to each Request, Penn National does not waive any objections it may have to the use, or introduction into evidence, at any stage of this or any other proceeding, of any information provided in response to each Request. To the extent Penn National responds to each Request, Penn National does not concede that any of the information sought or provided is relevant or material to this action, and Penn National expressly reserves and does not in any way waive or intend to waive: (a)



objections as to relevancy, materiality and/or admissibility; (b) its right to object on any ground to the use of any of the responses herein, including herein, including at trial of this action or any other action; (c) objections as to vagueness or ambiguity; and (d) its right to object on any ground to any further requests for admission or other discovery requests involving or related to each Request.

3. Penn National does not waive objections to the truth or accuracy of any term, phrase, or characterization in each Request, and other than what is expressly admitted in response to each Request, nothing herein shall be construed as an admission by Penn National of any legal or factual contention contained in any individual Request.

4. Penn National objects to each Request to the extent it is vague, ambiguous, overly broad, unduly burdensome, or seeks information not relevant to the parties' claims or defenses or to the subject matter of this action.

5. Penn National objects to each Request to the extent it seeks information other than that which may be obtained through a reasonably diligent search or investigation. In responding to each Request, Penn National has made a reasonable and diligent inquiry and reasonable diligent search of information and materials within its possession, custody, or control.

6. Penn National objects to each Request to the extent it purports to require the provision of information that is not in Penn National's possession, custody, or control.

7. Penn National objects to each Request to the extent it seeks information that can be obtained from documents that (i) are in the possession, custody or control of the Receiver, (ii) are a matter of public record or are publicly available; or (iii) are as easily obtained by the Receiver as by Penn National.

8. Penn National objects to each Request to the extent it requires the provision of information in a manner or form that is infeasible, unduly burdensome, vexatious, and/or oppressive.

9. Penn National objects to each Request to the extent it is unreasonably cumulative or duplicative of any other Request.

10. Penn National objects to each Request to the extent it is vague, ambiguous, and overly broad because it fails to specify an applicable time period or to the extent it purports to seek information from a time period not relevant to this action.

11. Penn National objects to each Request to the extent it seeks provision of trade secrets, confidential, proprietary, or competitively or financially sensitive business, personal, customer, or client information relating to Penn National. Penn National will provide information only pursuant to the stipulation and protective order entered in this case.

12. Penn National objects to each Request to the extent it calls for the provision of information that is not reasonably accessible. Such requests are overbroad, and the burden and expense of complying with such requests is excessive and unjustified and is excessive and unjustified and is not reasonably calculated to lead to the discovery of admissible evidence.

13. Penn National objects to each Request to the extent it seeks information related to policyholders other than Covil.

14. Penn National objects to each Request to the extent it seeks information that is not related to the claims or agreements at issue in this litigation.

15. Penn National objects to each Request to the extent it refers to Covil without defining this term.

16. With the exception of all policy documents previously produced with Penn National's Opposition to Covil's Motion for Partial Summary Judgment, Penn National will produce relevant, responsive, non-protected documents, and documents not otherwise subject to Penn National's objections

stated herein and below, to the extent they exist and are in Penn National's possession, custody, or control, but such production, if any, will only occur after a protective order is entered in this action.

OBJECTIONS TO DEFINITIONS

1. Penn National objects to the Receiver's definitions to the extent they exceed, conflict with, or violate the requirements of the South Carolina Rules of Civil Procedure and/or any other applicable rules.

2. Penn National objects to the definition of "YOU" and "YOUR" on the ground that it is overly broad, unduly burdensome, oppressive, and seeks documents or information that are not relevant to any issue in this action nor proportional to the needs of this case. The Receiver's definition of "YOU" and "YOUR" purports to require Penn National to respond to these Requests on behalf of business entities "related" to Penn National, notwithstanding that such entities have no past or present involvement in or relationship to the facts, issues or matters potentially relevant to any claims or defenses in this lawsuit.

GENERAL RESPONSE TO REQUESTS

The Responses and Objections included herein are based solely on information and documents that are presently known and available to Penn National. Penn National has conducted a diligent search for information and documents responsive to these Requests to the extent such information and documents exist and are in the possession, custody, or control of Penn National. Penn National reserves the right to modify, amend, or supplement its responses if additional information or documents become available. By producing or referring the Receiver to documents, Penn National does not concede the admissibility or relevance of any document produced or that the document is original, true, complete, or authentic. Penn National reserves the right to challenge the competency, relevancy, materiality, and admissibility of, or object on any ground to, the use of any information set forth herein or documents produced in any subsequent proceeding or at trial. Penn National further reserves its right to rely on any facts, documents, or other evidence that may develop or come to Penn National's attention at a later date.

RESPONSES

REQUEST FOR PRODUCTION NO. 1:

All documents you relied upon to answer Covil's Interrogatories and/or Requests to Admit servedon January 18, 2022.

ANSWER: Penn National Objects to this Request to the extent it seeks any materials protected by the attorney-client privilege, work product doctrine, and/or prepared in anticipation of litigation. Not waiving these objections, Penn National is in the process of producing any and all responsive documents to the discovery requests served by Covil on January 18, 2022, as set forth elsewhere in its responses.

REQUEST FOR PRODUCTION NO. 2:

All documents and communications related to the policy-related documents, including paper and microfiche documents, that were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as vague and unclear to the extent the meaning of the phrase/documents sought by the phrase "related to the policy-related documents . . . that were destroyed, purged, or disposed" is not immediately evident. To the extent this Request seeks documents that have been "destroyed, purged, or disposed of" over the past thirty-six (36) years, Penn National is unable to produce any documents that no longer exist. To the extent this Request seeks any communications over the previous thirty-six (36) years that could relate to document retention, such a request is overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil.

Not waiving these objections, Penn National refers to and is producing, subject to the Stipulated Confidentiality Agreement executed by the parties in this action, a spreadsheet of microfiche commercial lines policy numbers, excluding workers compensation policy numbers, with each policy number's corresponding cancellation/non-renew date and its subject purge date, which is bates stamped PNI-0597. The information contained in the document retention policies being produced is confidential material because it contains proprietary information related to Penn National's policies and procedures for retention of policies issued by Penn National to third-parties not involved in this litigation.

REQUEST FOR PRODUCTION NO. 3:

All documents and communications identifying the named insureds whose insurance policies or policy-related documents were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections, to the extent this Request seeks documents and information that would memorialize all the information in documents that were "destroyed, purged, or disposed of pursuant to Penn National's document retention . . . policies and practices", no such documents exist, as the existence of such documents would render such document retention policies moot/illogical.

Not waiving these objections, with respect to Penn National's policy-related documents that were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices that had a cancellation/non-renew date that pre-dated 1992 (which is the relevant time period for any policies for Covil), such policies are referenced by policy number only.

REQUEST FOR PRODUCTION NO. 4:

All documents and communications identifying the additional insureds or supplemental insureds whose insurance policies or policy-related documents were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Please see the objections and response to Request No. 3.

REQUEST FOR PRODUCTION NO. 5:

All documents and communications that identify the policy numbers of the insurance policies and insurance policy-related documents that were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Please see the objections and response to Request No. 2.

REQUEST FOR PRODUCTION NO. 6:

All documents and communications that identify the frequency of your destruction, purge, or disposal of insurance policies or insurance policy-related documents pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any documents or communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil.

Not waiving these objections, Penn National has set forth its document retention policy in its discovery responses served herewith. Further responding, Penn National refers the Receiver to the Affidavits of Brent Reifsnyder previously served in this action and in the action captioned *Ann Finch, Individually and as Executor of the Estate of Franklin Finch, et al. v. Sentry Casualty Co., et al.* – Richland County Court of Common Pleas bearing case number 2019-CP-40-03003. Penn National is further producing, subject to the Stipulated Confidentiality Agreement executed by the parties in this action, all versions of its document retention policy that are in its current custody and control, which is bates stamped PNI-0598 to PNI-1158. The information contained in the document retention policies being produced is confidential material because it contains proprietary information related to Penn National's policies and procedures for retention of policies issued by Penn National as well as other documents unrelated to this litigation. Penn National reserves the right to supplement this response.

REQUEST FOR PRODUCTION NO. 7:

All documents and communications that identify the individuals involved in your destruction, purge, or disposal of insurance policy-related documents pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any documents or communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil.

Not waiving these objections, Penn National has no way to determine all individuals who

may have ever been involved with its document retention policies over the past thirty-six (36) years, beyond the information that has already been provided. Penn National is further producing, subject to the Stipulated Confidentiality Agreement executed by the parties in this action, all versions of its document retention policy that are in its current custody and control, which is bates stamped PNI-0598 to PNI-1158. The information contained in the document retention policies being produced is confidential material because it contains proprietary information related to Penn National's policies and procedures for retention of policies issued by Penn National as well as other documents unrelated to this litigation.

REQUEST FOR PRODUCTION NO. 8:

All documents and communications that identify where the destruction, purge, or disposal of insurance policy-related documents occurred pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any documents or communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil.

Not waiving these objections, Penn National has no way to determine every location where each and every document in its possession has been purged pursuant to its document retention policy over the past thirty-six (36) years. Penn National has set forth its document retention policy in its discovery responses served herewith. Penn National is further producing, subject to the Stipulated Confidentiality Agreement executed by the parties in this action, all versions of its document retention policy that are in its current custody and control, which is bates stamped PNI-0598 to PNI-1158. The information contained in the document retention policies being produced is confidential material because it contains proprietary information related to Penn National's policies and procedures for retention of policies issued by Penn National as well as other documents unrelated to this litigation.

REQUEST FOR PRODUCTION NO. 9:

All documents and communications identifying the date and time you destroyed, purged, or disposed of insurance policy-related documents pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any documents or communications over the previous thirty-six (36) years that could relate to

document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil.

Not waiving these objections, Penn National has no way to determine every date and time where each and every document in its possession has been purged pursuant to its document retention policy over the past thirty-six (36) years. Penn National has set forth its document retention policy in its discovery responses served herewith. Further responding, Penn National refers to and is producing, subject to the Stipulated Confidentiality Agreement executed by the parties in this action, a spreadsheet of microfiche commercial lines policy numbers, excluding workers compensation policy numbers, with each policy number's corresponding cancellation/non-renew date and its subject purge date, which is bates stamped PN-0597. The information contained in the spreadsheet being produced is confidential material because it contains information related to policies issued by Penn National to third-parties not involved in this litigation.

REQUEST FOR PRODUCTION NO. 10:

All documents and communications identifying terms, conditions, and/or endorsements, including identification of the insured and any supplemental or additional insured, of any insurance policy or policy-related information that was destroyed, purged, or otherwise disposed of from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil.

Not waiving these objections, to the extent this Request seeks documents and information that would memorialize all the information in documents that were "destroyed, purged, or disposed of from 1986 to present", no such documents exist, as the existence of such documents would render such document retention policies moot/illogical.

REQUEST FOR PRODUCTION NO. 11:

All documents and communications related to the process of identification, collection, and disposalof insurance policies and policy-related documents pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any documents or communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Penn National also objects to the Request as vague and unclear to the extent the breadth of the phrase "process of identification, collection, and disposal" is not immediately evident.

Not waiving these objections, Penn National has no way to determine every time each and every document in its possession has been purged pursuant to its document retention policy over the past thirty-six (36) years. Penn National has set forth its document retention policy in its discovery responses served herewith. Further responding, Penn National refers the Receiver to the Affidavits of Brent Reifsnyder previously served in this action and in the action captioned *Ann Finch, Individually and as Executor of the Estate of Franklin Finch, et al. v. Sentry Casualty Co., et al.* – Richland County Court of Common Pleas bearing case number 2019-CP-40-03003. Penn National will provide its document retention policy pursuant to a confidential order agreed upon by counsel. Penn National is further producing, subject to the Stipulated Confidentiality Agreement executed by the parties in this action, all versions of its document retention policy that are in its current custody and control, which is bates stamped PNI-0598 to PNI-1158. The information contained in the document retention policies being produced is confidential material because it contains proprietary information related to Penn National's policies and procedures for retention of policies issued by Penn National as well as other documents unrelated to this litigation.

REQUEST FOR PRODUCTION NO. 12:

All documents and communications identifying the policy-related documents that were destroyed, purged, or disposed of, and the reasons such policy-related documents were selected for destruction, pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil.

Not waiving these objections, to the extent this Request seeks documents and information that would memorialize all the information in documents that were "destroyed, purged, or disposed of from 1986 to present", no such documents exist, as the existence of such documents

would render such document retention policies moot/illogical. Further responding, Penn National has set forth its document retention policy in its discovery responses served herewith, which describes how long documents are kept and procedures relating to same. Penn National is further producing, subject to the Stipulated Confidentiality Agreement executed by the parties in this action, all versions of its document retention policy that are in its current custody and control, which is bates stamped PNI-0598 to PNI-1158, and Penn National refers to and is producing, subject to the Stipulated Confidentiality Agreement executed by the parties in this action, a spreadsheet of microfiche commercial lines policy numbers, excluding workers compensation policy numbers, with each policy number's corresponding cancellation/non-renew date and its subject purge date, which is bates stamped PN-0597. The information contained in these documents is confidential material because it contains information related to policies issued by Penn National to third-parties not involved in this litigation and proprietary information related to Penn National's policies and procedures for retention of policies issued by Penn National as well as other documents unrelated to this litigation.

REQUEST FOR PRODUCTION NO. 13:

All documents and communications reflecting directives to destroy, purge, or dispose of any insurance policy-related documents from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections Penn National has set forth its document retention policy in its discovery responses served herewith, which describes how long documents are kept and procedures relating to same. Penn National is further producing, subject to the Stipulated Confidentiality Agreement executed by the parties in this action, all versions of its document retention policy that are in its current custody and control, which is bates stamped PNI-0598 to PNI-1158, as well as its litigation hold policy, which is bates stamped PNI-1159 to PNI-1161. The information contained in these documents is confidential material because it contains proprietary information related to Penn National's policies and procedures for retention of policies and litigation hold procedures.

REQUEST FOR PRODUCTION NO. 14:

All documents and communications related to any notice you provided to your named insureds, including additional insureds and/or supplemental insureds, before their insurance policies or policy-related documents were destroyed, purged, or disposed of pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to any notices sent to Penn National's insureds, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil.

REQUEST FOR PRODUCTION NO. 15:

All documents and communications related to your document retention and record purge policiesand practices from 1986 to present.

ANSWER: Penn National objects to this Request as overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks any communications over the previous thirty-six (36) years that could relate to document retention, regardless of any relevance to this action or Covil generally. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Not waiving these objections Penn National has set forth its document retention policy in its discovery responses served herewith, which describes how long documents are kept and procedures relating to same. Penn National is further producing all versions of its document retention policy that are in its current custody and control, which is bates stamped PNI-0598 to PNI-1158. The information contained in the document retention policies being produced is confidential material because it contains proprietary information related to Penn National's policies and procedures for retention of policies issued by Penn National as well as other documents unrelated to this litigation.

REQUEST FOR PRODUCTION NO. 16:

All documents identifying each and every insurance policy or policy-related document that Penn National destroyed, purged, or otherwise did not retain pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as unreasonably cumulative and duplicative of the prior requests. Penn National further objects to this Request to the extent it seeks documents that have been "destroyed, purged, or otherwise . . . not retain[ed]" over the past thirty-six (36) years, Penn National is unable to produce any documents that no longer exist. To the extent this

Request seeks any documents over the previous thirty-six (36) years that could relate to document retention, such a request is overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil. Penn National refers to and is producing, subject to the Stipulated Confidentiality Agreement executed by the parties in this action, a spreadsheet of microfiche commercial lines policy numbers, excluding workers compensation policy numbers, with each policy number's corresponding cancellation/non-renew date and its subject purge date, which is bates stamped PN-0597. The information contained in the spreadsheet being produced is confidential material because it contains information related to policies issued by Penn National to third-parties not involved in this litigation.

REQUEST FOR PRODUCTION NO. 17:

All documents and communications related to any steps you have taken to suspend or modify your document retention and record purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request to the extent it seeks documents extending over the past thirty-six (36) years and such a request is overbroad, unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence. Penn National further objects to the extent that any such documents or communications relating to the policy-related documents are protected by the attorney-client privilege, work product doctrine, and/or were prepared in anticipation, and to the extent such documents may relate to the confidential/proprietary business information of Penn National or policy-holders other than Covil.

REQUEST FOR PRODUCTION NO. 18:

All documents related to any measures, practices, or protocols you implemented to comply with litigation holds related to the Covil Litigation.

ANSWER: Penn National objects to this Request to the extent it seeks documents protected by the attorney-client privilege, work product doctrine, and/or prepared in anticipation of litigation. Penn National also objects to this Request as unreasonably cumulative and duplicative of prior requests. Not waiving these objections, Penn National has produced its Litigation Hold Notice issued in December 2021, and Penn National reserves the right to supplement this response.

REQUEST FOR PRODUCTION NO. 19:

All documents or communications related to the drafting of your document retention and record purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as it seeks materials protected by the attorney-client privilege and/or work product doctrine. Penn National also objects to this Request as seeking the confidential/proprietary business information of Penn National, and to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 20:

All litigation hold notices you have distributed related to your document retention and record purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this Request as it seeks materials protected by the attorney-client privilege and/or work product doctrine. Penn National also objects to this Request as seeking the confidential/proprietary business information of Penn National, and to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence as litigation holds unrelated to Covil and this action have no bearing on this case. Not waiving these objections, Penn National has produced its Litigation Hold Notice issued in December 2021, and Penn National reserves the right to supplement this response.

REQUEST FOR PRODUCTION NO. 21:

All documents you used to identify insurance policy-related documents beyond the scope of your retention timeframe pursuant to Penn National's document retention or purge policies and practices from 1986 to present.

ANSWER: Penn National objects to this request as unreasonably cumulative and duplicative, as its efforts to locate any Covil-related policy documents have been the subject of numerous prior motions, affidavits, depositions, and discovery requests. Further responding, to the extent this Request seeks documents unrelated to Covil or its policies, this Request is overbroad, unduly burdensome, oppressive, not reasonably calculated to lead to the discovery of admissible evidence, and seeks the confidential/proprietary business information of Penn National and insureds with no relationship to Covil or this litigation.

REQUEST FOR PRODUCTION NO. 22:

All communications relating to Covil between you and any other insurer for Covil between June 2018 and December 2019.

ANSWER: Penn National objects as seeking materials protected by the joint-defense privilege. Penn National further objects to this Request as overbroad, unduly burdensome, not properly limited in scope, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks communications with other insurance regardless of any connection to Covil or this litigation.

REQUEST FOR PRODUCTION NO. 23:

All documents and communications between you and Iron Mountain since 2012, including but not limited to all contracts, agreements, directives, invoices, and billing information.

ANSWER: Penn National objects as seeking the confidential/proprietary business information of Penn National. Penn National further objects to this Request as not reasonably calculated to lead to the discovery of admissible evidence as it seeks communications other than and documents unrelated to this action or to Covil. Further responding, Penn National is continuing its review of and investigation for documents responsive to this Request, and it will supplement this response in a timely manner.

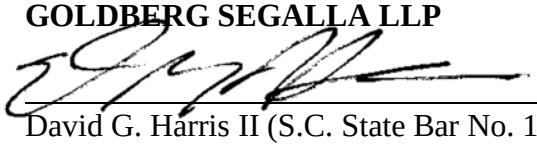
REQUEST FOR PRODUCTION NO. 24:

All training and education materials relating to your adherence to and implementation of your document retention and record purge policies and practices from 1986 to present.

ANSWER: Penn National objects as seeking the confidential/proprietary business information of Penn National. Penn National further objects to this Request as not reasonably calculated to lead to the discovery of admissible evidence as it seeks communications other than and documents unrelated to this action or to Covil and seeks information going back thirty-six (36) years. Not waiving these objections, Penn National does not have training or education materials responsive to this Request.

This the 9th day of March, 2022.

GOLDBERG SEGALLA LLP



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Attorneys for Defendant Penn National

CERTIFICATE OF SERVICE

I, Jane Carter, paralegal to Goldberg Segalla, certify that I have served the foregoing Penn National's Supplemental Responses to Receiver for Covil Corporation's Third Set of Request for Production upon the following counsel of record at the following addresses by email only pursuant to ongoing COVID-19 protocols:

Jescelyn T. Spitz - Jspitz@rplegalgroup.com
Brad W. Nes - brad.nes@morganlewis.com

This 9th day of March, 2022.

/s/ Jane Carter

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL DISTRICT
COUNTY OF RICHLAND	CASE NUMBER: 2020-CP-40-02098
Covil Corporation, by and through its duly appointed Receiver, Peter D. Protopapas, Plaintiff, v. Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and South Carolina Property & Casualty Insurance Guaranty Association, Defendants.	**PENN NATIONAL'S RESPONSES TO RECEIVER'S FIRST SET OF REQUESTS FOR ADMISSION**

COMES NOW, Defendant Pennsylvania National Mutual Casualty Insurance Company ("Penn National"), by and through the undersigned counsel of record, and pursuant to Rule 36, SCRCP, hereby responds to Plaintiff's First Set of Requests for Admission as follows:

REQUESTS FOR ADMISSION

1. Admit that you had a standard record purge policy and practice in place related to paper and microfiche-policy related documents between 2018 and present.

   RESPONSE:

   It is admitted Penn National had a document retention policy in place, which included retention policies as to paper and microfiche-policy related documents between 2018 and present.

   Except as admitted, denied.

2. Admit that you identified paper and microfiche-policy related documents by policy number that were beyond the scope of your retention timeframe for possible disposal in 2018, 2019, 2020, and 2021.

   RESPONSE:



It is admitted that during the timeframe of 2018-2021 Penn National maintained a document retention policy for its paper and microfiche-policy related documents, and that pursuant to such policy, workers compensation policy related documents would be retained as follows: (1) for 25 years from cancellation or non-renew date if such date occurred prior to 3/18/1990 and (2) for 50 years from cancellation or non-renew date if such occurred on or after 3/18/1990; and all other commercial lines policy related documents were to be retained for 25 years from cancellation or non-renew date.

It is further admitted that during the timeframe of 2018-2021, Penn National would have identified by policy number certain policy related documents that were beyond the scope of its retention timeframe, and would begin a process during which the documents would be pulled from storage and consolidated for possible disposal at the conclusion of the year in which they were identified or, more typically, at the very beginning of the following year.

Except as admitted, denied.

3. Admit that you disposed of paper and microfiche-policy related documents pursuant to your standard record purge policy and practice in 2018.

RESPONSE:

It is admitted that, pursuant to its document retention policy, Penn National would have identified certain policy related documents in early 2018 that would be subject to disposal at the end of 2018 or, more likely, early 2019. With respect to microfiche, it is denied that any commercial line policy-related records that had a cancellation or non-renewal date that pre-dated 1992 were disposed of in 2018.

Except as denied, admitted.

4. Admit that you disposed of liability insurance policies in 2018.

RESPONSE:

It is admitted that, pursuant to its document retention policy, Penn National would have identified certain policy related documents in early 2018 that would be subject to disposal at the end of 2018 or, more likely, early 2019. With respect to microfiche, it is denied that any commercial line liability policy-related records that had a cancellation or non-renewal date that pre-dated 1992 were disposed of in 2018.

Except as denied, admitted.

5. Admit that you disposed of paper and microfiche-policy related documents pursuant to your standard record purge policy and practice in 2019.

RESPONSE:

It is admitted that, pursuant to its document retention policy, Penn National would have identified certain policy related documents in early 2019 that would be subject to disposal at the end of 2019 or, more likely, early 2020. With respect to microfiche, it is denied that any commercial line policy-related records that had a cancellation or non-renewal date that pre-dated 1992 were disposed of in 2019.

Except as denied, admitted.

6. Admit that you disposed of liability insurance policies in 2019.

RESPONSE:

It is admitted that, pursuant to its document retention policy, Penn National would have identified certain policy related documents in early 2019 that would be subject to disposal at the end of 2019 or, more likely, early 2020. With respect to microfiche, it is denied that any commercial line liability policy-related records that had a cancellation or non-renewal date that pre-dated 1992 were disposed of in 2019.

Except as denied, admitted.

7. Admit that you disposed of paper and microfiche-policy related documents pursuant to your standard record purge policy and practice in 2020.

RESPONSE:

It is admitted that, pursuant to its document retention policy, Penn National would have identified certain policy related documents in early 2020 that would be subject to disposal at the end of 2020 or, more likely, early 2021. With respect to microfiche, it is denied that any commercial line policy-related records that had a cancellation or non-renewal date that pre-dated 1992 were disposed of in 2020.

Except as denied, admitted.

8. Admit that you disposed of liability insurance policies in 2020.

RESPONSE:

It is admitted that, pursuant to its document retention policy, Penn National would have identified certain policy related documents in early 2020 that would be subject to disposal at the end of 2020 or, more likely, early 2021. With respect to microfiche, it is denied that any commercial line liability policy-related records that had a cancellation or non-renewal date that pre-dated 1992 were disposed of in 2020.

Except as denied, admitted.

9. Admit that you disposed of paper and microfiche-policy related documents pursuant to your standard record purge policy and practice in 2021.

RESPONSE:

It is admitted that, pursuant to its document retention policy, Penn National would have identified certain policy related documents in early 2021 that would be subject to disposal at the end of 2021 or, more likely, early 2022.

Except as admitted, denied.

10. Admit that you disposed of liability insurance policies in 2021.

RESPONSE:

Denied.

11. Admit that you did not review the paper and microfiche policy related documents for any reference to Covil before you disposed of documents pursuant to your standard record purge policy and practice in 2018.

RESPONSE:

This request is denied inasmuch as Penn National did review and identify Covil policy-related documents prior to disposal of any documents identified to be purged in 2018.

Except as denied, admitted.

12. Admit that you did not review the liability insurance policies for any reference to Covil before you disposed of them pursuant to your standard record purge policy and practice in 2018.

RESPONSE:

This request is denied inasmuch as Penn National did review and identify Covil liability policy related documents prior to disposal of any documents identified to be purged in 2018.

Except as denied, admitted.

13. Admit that you did not review the paper and microfiche policy related documents for any reference to Covil before you disposed of documents pursuant to your standard record purge policy and practice in 2019.

RESPONSE:

This request is denied inasmuch as Penn National did review and identify Covil policy-related documents prior to any disposal of documents in 2019.

Except as denied, admitted.

14. Admit that you did not review the liability insurance policies for any reference to Covil before you disposed of them pursuant to your standard record purge policy and practice in 2019.

RESPONSE:

This request is denied inasmuch as Penn National did review and identify Covil liability policy-related documents prior to any disposal of documents in 2019.

Except as denied, admitted.

15. Admit that you did not review the paper and microfiche policy related documents for any reference to Covil before you disposed of documents pursuant to your standard record purge policy and practice in 2020.

RESPONSE:

This request is denied inasmuch as Penn National did review and identify Covil policy-related documents prior to any disposal of documents in 2020.

Except as denied, admitted.

16. Admit that you did not review the liability insurance policies for any reference to Covil before you disposed of them pursuant to your standard record purge policy and practice in 2020.

    RESPONSE:

    This request is denied inasmuch as Penn National did review and identify Covil liability policy-related documents prior to any disposal of documents in 2020.

    Except as denied, admitted.

17. Admit that you did not review the paper and microfiche policy related documents for any reference to Covil before you disposed of the documents pursuant to your standard record purge policy and practice in 2021.

    RESPONSE:

    It is denied inasmuch as Penn National did not dispose of paper or microfiche policy related documents in 2021.

18. Admit that you did not review the liability insurance policies for any reference to Covil before you disposed of them pursuant to your standard record purge policy and practice in 2021.

    RESPONSE:

    It is denied inasmuch as Penn National did not dispose of paper or microfiche policy related documents in 2021.

19. Admit that you did not review the paper and microfiche policy-related documents that you disposed of pursuant to your standard record purge policy and practice for relevance to any pending litigation before disposal in 2018, 2019, or 2020.

    RESPONSE:

    Penn National objects to this Request on the grounds that it is vague and overbroad. Without waiving this objection, this request is denied inasmuch as Penn National did review and identify Covil policy-related documents prior to any disposal of documents in 2018, 2019, or 2020.

    Except as denied, admitted.

20. Admit that you did not review the paper and microfiche policy-related documents that you disposed of pursuant to your standard record purge policy and practice between 2018 and 2020 to determine if they were subject to any litigation hold.

RESPONSE:

Denied to the extent there was a litigation hold in place on such records between 2018 and 2020.

21. Admit that you did not issue a litigation hold notice relating to the Covil Litigation before December 17, 2021.

RESPONSE:

Penn National objects to this Request on the grounds it exceeds the maximum number of Requests for Admission permitted under Rule 36(c) of the South Carolina Rules of Civil Procedure. Without waiving this objection, it is admitted Penn National did not issue a litigation hold notice relating to the "Covil Litigation" until December 17, 2021.

Except as admitted, denied.

22. Admit that you did not notify each and every insured, additional insured, and/or supplemental insured listed in the paper and microfiche-policy related documents that you had identified for disposal before you purged these documents between 2018 and 2020.

RESPONSE:

Penn National objects to this Request on the grounds it exceeds the maximum number of Requests for Admission permitted under Rule 36(c) of the South Carolina Rules of Civil Procedure. Without waiving this objection, denied as written.

23. Admit that you cannot identify each and every additional insured or supplemental insured listed in the paper and microfiche-policy related documents you destroyed, purged, or otherwise disposed of pursuant to your standard record purge policy and practice since 2018.

RESPONSE:

Penn National objects to this Request on the grounds it exceeds the maximum number of Requests for Admission permitted under Rule 36(c) of the South Carolina Rules of Civil Procedure. Without waiving this objection, with respect to microfiche, it is denied that any commercial line liability policy-related records that had a cancellation or non-renewal

date that pre-dated 1992 were disposed of in 2018. Except as denied, admitted.

24. Admit that the latency period for manifestation of mesothelioma can be as long as fifty years after the date of first exposure.

RESPONSE:

Admitted.

25. Admit that you wrote liability insurance for policyholders with business activities in Louisiana prior to 1990.

RESPONSE:

Denied.

26. Admit that you wrote liability insurance for policyholders with business activities in Wisconsin prior to 1990.

RESPONSE:

Denied.

This the 17th day of February, 2022.

GOLDBERG SEGALLA LLP

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byntema@goldbergsegalla.com

Attorneys for Defendant Penn National

CERTIFICATE OF SERVICE

I, Jane Carter, paralegal to Goldberg Segalla, certify that I have served the foregoing Penn National's Responses to Receiver's First Set of Requests for Admission upon the following counsel of record at the following addresses by email only pursuant to ongoing COVID-19 protocols:

Jescelyn T. Spitz - Jspitz@rplegalgroup.com
Brad W. Nes - brad.nes@morganlewis.com

This 17th day of February, 2022.

/s/ Jane Carter

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT Case Number: 2019-CP-40-03003
Ann Finch, Individually and as Executor of the Estate of Franklin Finch; Peter Protopapas as Court Appointed Receiver for Covil Corporation, Plaintiffs, v. Sentry Casualty Company, United States Fidelity & Guaranty Company, *et al.*, Defendant.	**PENN NATIONAL'S OBJECTIONS TO SUBPOENA *DUCES TECUM***

Pursuant to Rule 45(c)(1)(B) of the South Carolina Rules of Civil Procedure, Non-Party Pennsylvania National Mutual Casualty Insurance Company ("Penn National") provides the following objections to the Subpoena *Duces Tecum* dated February 8, 2021 (the "Subpoena"), served upon it in the above-captioned civil action by counsel for Plaintiffs:

GENERAL OBJECTIONS

Penn National responds to each and every request subject to the General Objections set forth below. These limitations and objections form a part of the response to each and every request and are set forth to avoid the duplication and repetition of restating them for each response. Although these General Objections may be specifically referred to in a response to certain requests for the purpose of clarity, the failure to specifically incorporate a General Objection should not be construed as a waiver of these General Objections.

1. Penn National objects to each request to the extent that it is vague, ambiguous, cumulative, duplicative, overly broad, unduly burdensome or oppressive, or seeks information or

DEFENDANT'S EXHIBIT 52

documents that are not material and necessary to this action, or to the extent that it seeks documents or information beyond those permitted by the South Carolina Rules of Civil Procedure and to the extent it is not in accordance with the directive provided by Justice Jean H. Toal during the Court's January 25, 2021 hearing in this case. Specifically, while the Subpoena requests documents and/or records of Penn National for insurance policies for Covil Corporation that "identify" or "concern" over 900 "Contractors" and "Facilities", it does not provide (1) any specific time period for which it is seeking a search for such documents and/or records, (2) any information or documents that show Covil's connection or association with any of the Contractors listed, including whether each Contractor was a subcontractor for Covil, and the timeframe(s) that such relationship existed with Covil, (3) any information or documents that show Covil's connection or association with any of the Facilities listed, including the relationship that any of the identified Facilities had to any alleged asbestos exposure at issue in this case, or (4) any policy number, to the extent known to the Receiver, for any policy that may relate to Covil, or the Contractors and Facilities identified by the Subpoena.

2. Based on the documents requested by the Subpoena, Penn National object in that it does not appear that Plaintiffs have taken reasonable steps to avoid imposing undue burden or expense on Penn National, a non-party to this action, and Penn National preserves the right to seek a protective order and request costs and reasonable attorney's fees incurred in responding to the Subpoena.

3. By objecting and/or responding to each request, Penn National does not in any way waive or intend to waive: (a) any objections as to the vagueness, ambiguity, or other immunity in the form of any request; (b) any objections based on the undue burden imposed by any request; (c) any objections to any further request involving or relating to the subject matter of the request;

and (d) any privileges, rights, or immunity under the South Carolina Rules of Civil Procedure and/or other applicable laws.

4. No objection made, or lack of objection, is an admission by Penn National as to the existence or non-existence of any information or documents.

5. Penn National objects to each request to the extent it seeks confidential or proprietary business information, trade secrets, or other sensitive information.

6. Penn National objects to each request to the extent that it seeks documents that are not relevant to any party's claim or defense.

7. Penn National objects to each request to the extent that it seeks information that is privileged or otherwise protected from disclosure by the attorney/client privilege, the work product doctrine, or the joint defense or common interest doctrine.

8. Penn National objects on the ground that the Subpoena is procedurally defective for the additional reason that the Subpoena identifies a location for production that is inconvenient. To the extent that documents are produced, they will be produced at a reasonable location and in a manner that is agreeable to all involved entities.

9. Penn National objects that the Subpoena imposes undue burden and expense, because the scope of requested documents greatly exceeds what is potentially relevant in the case.

SPECIFIC OBJECTIONS

Request #1

All insurance policies, of any type, that you issued to Covil Corporation or that include Covil Corporation as an additional insured, including policies that identify the [Contractors listed in Exhibit A attached to the Subpoena] as the named insured or as an additional insured:

In addition to the General Objections, Penn National objects to this Request on the following grounds:

a. Penn National objects to this Request on the basis that it asks Penn National to produce within 15 days "all insurance policies, of any type that [Penn National] issued to Covil Corporation" for an unspecified period of time for 250 Contractors for which the Subpoena fails to identify any relationship or association that each Contractor in fact had with Covil Corporation (*i.e.* subcontractor) relevant to any subject claims in this action. Given the scope of the Subpoena and the lack of information provided to Penn National with respect to the Contractors, the Subpoena is not limited in any reasonable manner to avoid imposing undue burden or expense on Penn National.

b. Penn National further objects to this Request on the basis that it is overbroad, overly burdensome, and seeks documents and information not likely to lead to the discovery of admissible evidence, because the Request is not limited to the type of policies relevant to the claims and defenses in this action – liability policies – as opposed to other types of insurance.

c. Penn National objects to this Request to the extent it requests documents that are of a confidential or proprietary nature, including to the extent it requests documents containing confidential or proprietary information of Penn National and its insureds without a confidentiality

agreement and protective order that would protect against disclosure of such documents or information related to such documents outside the necessary parties to this action.

Subject to, and without waiving these objections, Penn National will perform the necessary due diligence in researching this request, despite the immense amount of time and expense expected to complete this task.

Request #2

All certificates of insurance or other documents evidencing any insurance coverage that you provided to Covil Corporation, including certificates of insurance or documents that identify or concern the [Facilities listed in Exhibit A attached to the Subpoena].

In addition to the General Objections, Penn National objects to this Request on the following grounds:

a. Penn National objects to this Request on the basis that it asks Penn National to produce within 15 days "all certificates of insurance or other documents evidencing any insurance coverage that [Penn National] provided to Covil Corporation, including certificates of insurance or documents" for an unspecified period of time and for over 650 Facilities for which the Subpoena fails to identify any relationship or association that Covil Corporation in fact had with each Facility, if any, relevant to any of the claims in this action. Given the scope of the Subpoena and the lack of information provided to Penn National with respect to the Facilities, the Subpoena is not limited in any reasonable manner to avoid imposing undue burden or expense on Penn National.

b. Penn National objects to this Request on the basis that it is overbroad, overly burdensome, and seeks documents and information not likely to lead to the discovery of

admissible evidence, because the Request is not limited to the type of policies relevant to the claims and defenses in this action – liability policies – as opposed to other types of insurance.

c. Penn National objects to this Request to the extent it requests documents that are of a confidential or proprietary nature, including to the extent it requests documents containing confidential or proprietary information of Penn National and its insureds without a confidentiality agreement and protective order that would protect against public disclosure of such documents or information related to such documents.

Subject to, and without waiving these objections, Penn National will perform the necessary due diligence in researching this request, despite the immense amount of time and expense expected to complete this task.

Request #3

All documents that relate to the steps taken by you to locate information and documents responsive to these requests.

Penn National objects to this Request to the extent it requests documents protected by the attorney-client privilege and/or documents that are of a confidential or proprietary nature, which may include advice of Penn National's counsel.

Subject to, and without waiving these objections, Penn National will provide all non-privileged, non-confidential, and non-proprietary documents that are responsive to this request.

This the 22nd day of February, 2021.

/s/ David G. Harris
David G. Harris II (S.C. State Bar # 101951)
Email: dharris@goldbergsegalla.com
Brady A. Yntema (N.C. State Bar #: 25771)
Email: byntema@goldbergsegalla.com
GOLDBERG SEGALLA LLP
800 Green Valley Road, Suite 302
Greensboro, NC 27408
Phone: 336.419.4900
Fax: 336.419.4950
Attorneys for Non-Party Penn National

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Penn National's Objections to Subpoena *Duces Tecum* was duly served on the parties by mailing a copy of said document in an envelope with proper postage attached and deposited in an official depository under the exclusive care and custody of the U.S. Post Office Department as follows:

Marghretta H. Shisko
Harrison White, PC
P.O. Box 3547
Spartanburg, SC 29304
mshisko@spartanlaw.com

AND VIA EMAIL ONLY TO THE FOLLOWING COUNSEL OF RECORD:

Benjamin C. Bruner - bbruner@brunerpowell.com
Beverly A. Carroll - bev.carroll@mortongettys.com
Matthew Todd Carroll - todd.carroll@wbd-us.com
Chelsea Jaqueline Clark - cclark@brunerpowell.com
William Pearce Davis - wdavis@brblegal.com
Susan Drake DuBose - sdubose@brblegal.com
Peter H. Dworjanyn - pdworjanyn@ogc.sc.gov
Elizabeth Van Doren Gray - egray@robinsongray.com
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Shanon N. Peake - shanonp@smithrobinsonlaw.com
Warren C. Powell Jr. - wpowell@brunerpowell.com
Austin Tyler Reed - austin.reed@smithrobinsonlaw.com
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John Belton White, Jr. - jwhite@spartanlaw.com
John S. Wilkerson III - jwilkerson@turnerpadget.com

This the 22nd day of February, 2021.

/s/ David G. Harris
David G. Harris II (S.C. State Bar # 101951)
Email: dharris@goldbergsegalla.com
Brady A. Yntema (N.C. State Bar #: 25771)
Email: byntema@goldbergsegalla.com
GOLDBERG SEGALLA LLP
800 Green Valley Road, Suite 302
Greensboro, NC 27408
Phone: 336.419.4900
Fax: 336.419.4950
Attorneys for Non-Party Penn National

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
Case Number: 2019-CP-40-03003

Ann Finch, Individually and as Executor of the Estate of Franklin Finch; Peter Protopapas as Court Appointed Receiver for Covil Corporation,

Plaintiffs,

v.

Sentry Casualty Company, United States Fidelity & Guaranty Company, *et al.*,

Defendant.

PENN NATIONAL'S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO SUBPOENA *DUCES TECUM*

Pursuant to Rule 45(c)(1)(B) of the South Carolina Rules of Civil Procedure, Non-Party Pennsylvania National Mutual Casualty Insurance Company ("Penn National") provides the following supplemental objections and responses to the Subpoena *Duces Tecum* dated February 8, 2021 (the "Subpoena"), served upon it in the above-captioned civil action by counsel for Plaintiffs:

GENERAL OBJECTIONS

Penn National responds to each and every request subject to the General Objections set forth below. These limitations and objections form a part of the response to each and every request and are set forth to avoid the duplication and repetition of restating them for each response. Although these General Objections may be specifically referred to in a response to certain requests for the purpose of clarity, the failure to specifically incorporate a General Objection should not be construed as a waiver of these General Objections.



1. Penn National objects to each request to the extent that it is vague, ambiguous, cumulative, duplicative, overly broad, unduly burdensome or oppressive, or seeks information or documents that are not material and necessary to this action, or to the extent that it seeks documents or information beyond those permitted by the South Carolina Rules of Civil Procedure and to the extent it is not in accordance with the directive provided by Justice Jean H. Toal during the Court's January 25, 2021 hearing in this case. Specifically, while the Subpoena requests documents and/or records of Penn National for insurance policies for Covil Corporation that "identify" or "concern" over 900 "Contractors" and "Facilities", it does not provide (1) any specific time period for which it is seeking a search for such documents and/or records, (2) any information or documents that show Covil's connection or association with any of the Contractors listed, including whether each Contractor was a subcontractor for Covil, and the timeframe(s) that such relationship existed with Covil, (3) any information or documents that show Covil's connection or association with any of the Facilities listed, including the relationship that any of the identified Facilities had to any alleged asbestos exposure at issue in this case, or (4) any policy number, to the extent known to the Receiver, for any policy that may relate to Covil, or the Contractors and Facilities identified by the Subpoena. However, after the Subpoena was served, the undersigned counsel conferred with Plaintiffs' counsel who confirmed that Penn National's search should be limited to the time period of 1954 through 1993, and Plaintiffs' counsel stated that it had no policy numbers to provide to Penn National that would help it conduct a search for documents responsive to the Subpoena.

2. Based on the documents requested by the Subpoena, Penn National objects in that it does not appear that Plaintiffs have taken reasonable steps to avoid imposing undue burden or expense on Penn National, a non-party to this action, and Penn National preserves the right to seek

a protective order and request costs and reasonable attorney's fees incurred in responding to the Subpoena.

3. By objecting and/or responding to each request, Penn National does not in any way waive or intend to waive: (a) any objections as to the vagueness, ambiguity, or other immunity in the form of any request; (b) any objections based on the undue burden imposed by any request; (c) any objections to any further request involving or relating to the subject matter of the request; and (d) any privileges, rights, or immunity under the South Carolina Rules of Civil Procedure and/or other applicable laws.

4. No objection made, or lack of objection, is an admission by Penn National as to the existence or non-existence of any information or documents.

5. Penn National objects to each request to the extent it seeks confidential or proprietary business information, trade secrets, or other sensitive information.

6. Penn National objects to each request to the extent that it seeks documents that are not relevant to any party's claim or defense.

7. Penn National objects to each request to the extent that it seeks information that is privileged or otherwise protected from disclosure by the attorney/client privilege, the work product doctrine, or the joint defense or common interest doctrine.

8. Penn National objects on the ground that the Subpoena is procedurally defective for the additional reason that the Subpoena identifies a location for production that is inconvenient. To the extent that documents are produced, they will be produced at a reasonable location and in a manner that is agreeable to all involved entities.

9. Penn National objects that the Subpoena imposes undue burden and expense, because the scope of requested documents greatly exceeds what is potentially relevant in the case.

SPECIFIC SUPPLEMENTAL OBJECTIONS AND RESPONSES

Request #1

All insurance policies, of any type, that you issued to Covil Corporation or that include Covil Corporation as an additional insured, including policies that identify the [Contractors listed in Exhibit A attached to the Subpoena] as the named insured or as an additional insured:

In addition to the General Objections, Penn National objects to this Request on the following grounds:

a. Penn National objects to this Request on the basis that it asks Penn National to produce "all insurance policies, of any type that [Penn National] issued to Covil Corporation" for 250 Contractors for which the Subpoena fails to identify any relationship or association that each Contractor had with Covil Corporation (*i.e.* subcontractor) relevant to any subject claims in this action, or even that any relationship or association exists between Covil Corporation and such Contractors. Given the scope of the Subpoena and the lack of information provided to Penn National with respect to the Contractors, the Subpoena is not limited in any reasonable manner to avoid imposing undue burden or expense on Penn National.

b. Penn National further objects to this Request on the basis that it is overbroad, overly burdensome, and seeks documents and information not likely to lead to the discovery of admissible evidence, because the Request is not limited to the type of policies relevant to the claims and defenses in this action – liability policies – as opposed to other types of insurance.

c. Penn National objects to this Request to the extent it requests documents that are of a confidential or proprietary nature, including to the extent it requests documents containing confidential or proprietary information of Penn National and its insureds without a confidentiality agreement and protective order that would protect against disclosure of such documents or information related to such documents outside the necessary parties to this action.

Subject to, and without waiving these objections, Penn National has performed the necessary due diligence in researching this request, despite the immense amount of time needed to complete this task, and having exercised reasonable diligence in searching its files, Penn National has not located any documents responsive to this request, with the exception of comprehensive general liability policies issued to Covil for the periods of March 31, 1986 to March 31, 1987, and March 31, 1987 to March 31, 1988, bearing policy number 515 50 28 53, which have previously been produced to the Plaintiffs.

Request #2

All certificates of insurance or other documents evidencing any insurance coverage that you provided to Covil Corporation, including certificates of insurance or documents that identify or concern the [Facilities listed in Exhibit A attached to the Subpoena].

In addition to the General Objections, Penn National objects to this Request on the following grounds:

a. Penn National objects to this Request on the basis that it asks Penn National to produce "all insurance policies, of any type that [Penn National] issued to Covil Corporation" for 250 Facilities for which the Subpoena fails to identify any relationship or association that each Facility had with Covil Corporation (*i.e.* subcontractor) relevant to any subject claims in this

action, or even that any relationship or association exists between Covil Corporation and such Facilities. Given the scope of the Subpoena and the lack of information provided to Penn National with respect to the Facilities, the Subpoena is not limited in any reasonable manner to avoid imposing undue burden or expense on Penn National.

b. Penn National objects to this Request on the basis that it is overbroad, overly burdensome, and seeks documents and information not likely to lead to the discovery of admissible evidence, because the Request is not limited to the type of policies relevant to the claims and defenses in this action – liability policies – as opposed to other types of insurance.

c. Penn National objects to this Request to the extent it requests documents that are of a confidential or proprietary nature, including to the extent it requests documents containing confidential or proprietary information of Penn National and its insureds without a confidentiality agreement and protective order that would protect against public disclosure of such documents or information related to such documents.

Subject to, and without waiving these objections, Penn National has performed the necessary due diligence in researching this request, despite the immense amount of time needed to complete this task, and having exercised reasonable diligence in searching its files, Penn National has not located any documents responsive to this request, with the exception of comprehensive general liability policies issued to Covil for the periods of March 31, 1986 to March 31, 1987, and March 31, 1987 to March 31, 1988, bearing policy number 515 50 28 53, which have previously been produced to the Plaintiffs.

Request #3

All documents that relate to the steps taken by you to locate information and documents responsive to these requests.

Penn National objects to this Request to the extent it requests documents protected by the attorney-client privilege and/or documents that are of a confidential or proprietary nature, which may include advice of Penn National's counsel.

Subject to, and without waiving these objections, Penn National has performed the necessary due diligence in researching the requests made by Plaintiffs' Subpoena, despite the immense amount of time needed to complete this task, and having exercised reasonable diligence in taking the steps necessary to locate information and documents responsive to these requests, Penn National identified insurance policies for certain "Contractors" listed in the Subpoena with the following policy periods: (1) 03/16/1992 to 11/01/1994; (2) 04/01/1992 to 04/01/1998; and (3) 04/01/1991 to 04/01/1992. Attached to these responses is redacted communication relating to Penn National's research of such policies. In researching such policies, there was no information or any document obtained that indicated such policies provided coverage for Covil Corporation as an additional insured or otherwise, and nor was there any indication that Covil Corporation had any relationship to the policies or to the respective insureds of such policies. While Penn National identified these policies during its research, such policies and documents relating to the policies are not relevant to this action because such policies do not provide coverage to Covil Corporation, and are confidential and proprietary in nature as to Penn National and the insureds covered by such policies. To the extent these policies and any relating documentation is deemed discoverable, Penn National requests that such policies and documentation be produced

only pursuant to a protective order of the Court limiting the production to be made in a confidential manner only to the Receiver and his legal counsel in this case.

This the 9TH day of March, 2021.

/s/ David G. Harris
David G. Harris II (S.C. State Bar # 101951)
Email: dharris@goldbergsegalla.com
Brady A. Yntema (N.C. State Bar #: 25771)
Email: byntema@goldbergsegalla.com
GOLDBERG SEGALLA LLP
701 Green Valley Road, Suite 310
Greensboro, NC 27408
Phone: 336.419.4900
Fax: 336.419.4950
Attorneys for Non-Party Penn National

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Penn National's Supplemental Objections and Responses to Subpoena *Duces Tecum* was duly served on the parties by mailing a copy of said document in an envelope with proper postage attached and deposited in an official depository under the exclusive care and custody of the U.S. Post Office Department as follows:

Marghretta H. Shisko
Harrison White, PC
P.O. Box 3547
Spartanburg, SC 29304
mshisko@spartanlaw.com

AND VIA EMAIL ONLY TO THE FOLLOWING COUNSEL OF RECORD:

Benjamin C. Bruner - bbruner@brunerpowell.com
Beverly A. Carroll - bev.carroll@mortongettys.com
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Chelsea Jaqueline Clark - cclark@brunerpowell.com
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G. Murrell Smith, Jr. - murrell@smithrobinsonlaw.com
Jescelyn Tillman Spitz - jspitz@rplegalgroup.com
William Taylor Stanley - tstanley@turnerpadget.com
Vordman Carlisle Traywick III - ltraywick@robinsongray.com
John Belton White, Jr. - jwhite@spartanlaw.com
John S. Wilkerson III - jwilkerson@turnerpadget.com

This the 9TH day of March, 2021.

/s/ David G. Harris
David G. Harris II (S.C. State Bar # 101951)
Email: dharris@goldbergsegalla.com
Brady A. Yntema (N.C. State Bar #: 25771)
Email: byntema@goldbergsegalla.com
GOLDBERG SEGALLA LLP
701 Green Valley Road, Suite 310
Greensboro, NC 27408
Phone: 336.419.4900
Fax: 336.419.4950
Attorneys for Non-Party Penn National

Carter, Jane

To: Carter, Jane
Subject: RE: 089 52036 Covil Corp.

From: Reifsnyder, Brent <breifsnyder@pnat.com>
Sent: Wednesday, March 3, 2021 10:29 AM
To: Wright, Boyd <bwright@pnat.com>
Subject: RE: 089 52036 Covil Corp.

No Problem. I have also attached the paper policy file. Please pardon the last attachment, it was a mix of single and 2 sided paperwork in various arrangements. The 2nd attachment was part of the dec pages with the first attachment.

Have a great day.

Brent

From: Wright, Boyd <bwright@pnat.com>
Sent: Wednesday, March 3, 2021 10:21 AM
To: Reifsnyder, Brent <breifsnyder@pnat.com>
Subject: RE: 089 52036 Covil Corp.

Thanks! I appreciate the quick turnaround and the notations on purged documents. This really helps us greatly!

From: Reifsnyder, Brent <breifsnyder@pnat.com>
Sent: Wednesday, March 3, 2021 8:11 AM
To: Wright, Boyd <bwright@pnat.com>
Subject: RE: 089 52036 Covil Corp.

Boyd

Please note the following below.

Let me know if you have questions.

Have a wonderful day.

Brent

From: Wright, Boyd <bwright@pnat.com>
Sent: Tuesday, March 2, 2021 3:54 PM
To: Reifsnyder, Brent <breifsnyder@pnat.com>
Subject: 089 52036 Covil Corp.

Brent,

We are in the midst of answering a subpoena issued to Penn National on this case. We need to review the following underwriting files. Can you provide copies of the available documents, as follows?

[redacted] - Period 03/16/1992 to 11/01/1994 [redacted] – These materials were purged. Their cancel/non-renew date was 11/1/1994 and had a 25 year retention. The purge date was 11/1/2019. These records have been destroyed in accordance with LE-0004.

[redacted] – Period 04/01/1992 to 04/01/1998 [redacted] – The first attached is for 1992-1996. We have 1 paper file we are pulling. The copy of the paper file will be sent separately to you via email.

[redacted] – Period 04/01/1991 to 04/01/1992 [redacted] – This is the 2nd attachment. It is not for the period however and this is all I have.

Thanks,

Boyd

Boyd Wright
CPCU, ARM-P, AIC, AMIM
Senior Home Office Claim Examiner
Penn National Insurance
P.O. Box 1961
Harrisburg, PA 17105

800-877-7366 ext 4297
866-496-4764 fax

PENN NATIONAL INSURANCE

****

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Penn National Trial Exhibit 54 pp. 1-3

Duplicative of 2021.12.07 Interim Report

See R. pp. 409-411

Penn National Trial Exhibit 54 pp. 4-6

Duplicative of 2022.01.07 Interim Report

See R. pp. 785-787

Penn National Trial Exhibit 54 pp. 7-8

Duplicative of 2022.02.07 Interim Report

See R. pp. 788-789

Penn National Trial Exhibit 54 pp. 9-10

Duplicative of 2022.03.07 Interim Report

See R. pp. 845-846

Penn National Trial Exhibit 54 pp. 11-13

Duplicative of 2023.05.25 Interim Report

See R. pp. 2835-2837

Penn National Trial Exhibit 54 pp. 14-16

Duplicative of 2023.06.22 Interim Report

See R. pp. 2902-2904

Penn National Trial Exhibit 54 pp. 17-19

Duplicative of 2023.07.06 Interim Report

See R. pp. 2906-2908

Penn National Trial Exhibit 54 pp. 20-22

Duplicative of 2023.07.20 Interim Report

See R. pp. 2909-2911

Penn National Trial Exhibit 54 pp. 23-25

Duplicative of 2023.08.03 Interim Report

See R. pp. 2928-2930

Penn National Trial Exhibit 54 pp. 26-29

Duplicative of 2023.09.11 Interim Report

See R. pp. 3095-3098

Penn National Trial Exhibit 54 pp. 30-33

Duplicative of 2023.09.25 Interim Report

See R. pp. 3099-3102

Penn National Trial Exhibit 54 pp. 34-37

Duplicative of 2023.10.09 Interim Report

See R. pp. 3103-3106

Penn National Trial Exhibit 54 pp. 38-41

Duplicative of 2023.10.24 Interim Report

See R. pp. 3113-3116

Penn National Trial Exhibit 54 pp. 42-45

Duplicative of 2023.11.07 Interim Report

See R. pp. 3196-3199

Penn National Trial Exhibit 55

Duplicative of 2023.08.10 Report of Receiver

See R. pp. 2931-3090

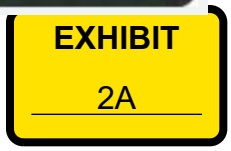
STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas, Plaintiff, Vs. Pennsylvania National Mutual Casualty Insurance Co.; Sam J. Crain & Co., Inc.; and South Carolina Property and Casualty Insurance Guaranty Association, Defendants.	Case Number: 2020-CP-40-02098 **RECEIVER FOR COVIL CORPORATION'S AMENDED FACT AND EXPERT DISCLOSURES**

TO: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE CO., THROUGH ITS COUNSEL OF RECORD

COMES NOW Peter Protopapas, as Court Appointed Receiver for Covil Corporation (the "Receiver"), by and through his counsel of record, and serves his initial fact and expert witness designations pursuant to the South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket and hereby supplements his November 12, 2021 response to Penn National's Interrogatory Number 7.

The Receiver hereby incorporates into this listing, as if fully reproduced herein, any and all expert and/or lay witnesses who may be listed by any other party. The Receiver further reserves the right to supplement this witness list and to call any witness necessary to authenticate documents or exhibits and/or for rebuttal. The Receiver further reserves the right to use any depositions noticed in this case in accordance with the provisions governing the use of depositions contained in the South Carolina Rules of Civil Procedure and the applicable rules of evidence. The Receiver reserves the right to call as a witness any person deposed in the above-captioned case. The Receiver





reserves the right to name additional witnesses, based upon further evaluation of the information gathered through the discovery process.

FACT WITNESSES:

1. **Peter D. Protopapas, Receiver for Covil Corporation**
   Rikard & Protopapas, LLC
   2110 N. Beltline Blvd.
   Columbia, SC 29204

   Peter D. Protopapas is the Court-appointed receiver of Covil Corporation and can testify as to Penn National's handling of claims for coverage asserted by Covil. Covil is in possession of an affidavit from Mr. Protopapas. Mr. Protopapas's deposition was taken in *Zurich v. Covil* (Case Number 1-18-cv-932), in the USDC Middle District, North Carolina, and in *Finch et al. v, USFG et al.* (Case Number 2019-CP-42-3003), in Richland County, South Carolina.

2. **Brian Flatley**
   Ellis & Winters LLP
   4131 Parklake Avenue, Suite 400
   Raleigh, NC 27612

   Brian Flatley is Litigation Support Manager at Ellis & Winters. He consults with firm attorneys and clients on the proper methods of data preservation, collection, processing, production, and review. Mr. Flatley can testify as to Ellis & Winters' court-ordered investigation into the existence and storage of Penn National's legacy liability policy documents and the options provided to the court for additional document review.

   Upon information and belief, no written or recorded statements have been taken from this witness to date.

3. **Brett Reifsnyder**
   Penn National

   Brett Reifsnyder, Penn National's Director of Administrative Services, can testify as to the search of Penn National's records for insurance policies that were issued to or that otherwise cover Covil, the Company's document retention policy and application thereof, and Penn National's destruction of legacy insurance policies.

   Mr. Reifsnyder has given testimony in the instant matter.

4. **Boyd Wright**
   Penn National

   Boyd Wright, Penn National's Senior Home Office Claim Examiner, can testify as to the search of Penn National's records for insurance policies that were issued to or that otherwise cover Covil, Penn National's handling of claims for coverage asserted by Covil, and Penn National's interpretation of the insurance policies it issued to or that otherwise cover Covil.

   Mr. Wright has given testimony in the instant matter.

5. **Scott Maier**
   Penn National

   Scott Maier, Penn National's Senior Corporate Counsel, can testify as to Penn National's litigation hold policies and his issuance of a litigation hold related to Covil Corporation in December 2021.

   Upon information and belief, no written or recorded statements have been taken from this witness to date.

EXPERT WITNESSES:

1. **Sharla Frost**
   Sharla J. Frost
   6336 Rutgers Avenue
   Houston, TX 77005

   Sharla Frost is a seasoned asbestos trial lawyer, with over three decades of trial practice. In the asbestos context, she has successfully defended a succession of manufacturers of asbestos containing products in numerous cases since 1989, including having obtained nine defense verdicts in asbestos personal injury cases in Texas, Kentucky, Georgia and California between 2001 and 2017, including three cases involving living mesothelioma claimants. Her clients have ranged from insulation manufacturing defendants such as Johns-Manville and Turner & Newell to small property owners such as a Ford dealership in Washington State. She has extensive experience in all aspects of asbestos case management, including verdict analysis, case strategy, settlement negotiations, trial strategy, trial presentation, post-trial analysis, and docket oversight. She has served as National Coordinating Counsel for a major defendant in asbestos litigation; has participated as a member of the National Trial Team for several defendants; and has evaluated both trial prospects and verdict risks for asbestos lawsuits on behalf of defendants in venues throughout the United States.

   Ms. Frost will testify as to the development and evolution of the asbestos litigation over the course of its history; the standard for analysis and management of asbestos litigation in

the historical context of the litigation; the knowledge of asbestos defendants and potential asbestos defendants, as well as their insurers and other indemnitors, with regard to the scope of the litigation and the requirement to maintain historical records for policyholders; the importance of maintenance of historical records for a defendant in asbestos personal injury litigation; and an evaluation of the asbestos personal injury claims against Covil for which Penn National contributed to settlements.

2. **Charles Miller**
   Insurance Law Center
   1442A Walnut St. #55
   Berkeley, CA 94709

   Charles Miller, an expert in insurance industry standards and practices, was employed by Fireman's Fund Insurance Company for eighteen years in insurance claims. Mr. Miller has held several insurance claims positions, including senior adjuster, branch office general adjuster and claims manager. Mr. Miller also managed an asbestos claims facility and a nationwide major claims unit. Mr. Miller has practiced insurance law since 1990. He has extensive experience with the interpretation and application of third party insurance policy forms. Mr. Miller will testify regarding insurance industry claims practices and standards and insurance industry standards for the interpretation and application of insurance policies. Mr. Miller will testify regarding the history, derivation, intent, and purpose of the general liability and products/completed operations provisions of commercial general liability policies and the distinctions between general liability coverage and products/completed operations coverage. Mr. Miller will also testify regarding insurance industry standards for the timely and thorough search for insurance policies.

In addition, the Receiver for Covil Corporation reserves the right to call any of the following individuals and/or entities:

1. **Penn National through its corporate representative(s) in this matter.**
2. **Penn National through its corporate representative(s) in prior deposition testimony offered in other matters.**
3. **All witnesses listed by Penn National.**
4. **All witnesses listed in the Receiver's Answers to Interrogatories and any and all supplements or amendments thereto.**
5. **All witnesses deposed in this case.**
6. **All witnesses identified in any deposition taken in this case.**

7. **Any and all records custodians, or other witnesses necessary to authenticate any document the Receiver seeks to admit at trial, live or by deposition upon written questions.**

8. **Any witness necessary for rebuttal.**

Dated: November 7, 2022

Respectfully submitted,

s/ Jescelyn T. Spitz
Jescelyn T. Spitz
Rikard & Protopapas, LLC
2110 N. Beltline Blvd.
Columbia, SC 29204
803.978.6111
bb@rplegalgroup.com

AND

G. Murrell Smith, Jr. (S.C. Bar No. 66263)
Jonathan M. Robinson (S.C. Bar No. 68285)
Smith Robinson
2530 Devine Street, 3rd Floor
Columbia, SC 29205
Phone: (803) 254-5445

Counsel for the Receiver

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FOR THE FIFTH JUDICIAL CIRCUIT
Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas, Plaintiff, v. Pennsylvania National Mutual Casualty Insurance Co.; Sam J. Crain & Co., Inc.; and South Carolina Property and Casualty Insurance Guaranty Association, Defendants.	Case Number: 2020-CP-40-02098 **DEFENDANT PENN NATIONAL'S FACT AND EXPERT WITNESS DISCLOSURES**

TO: COVIL CORPORATION, BY AND THROUGH ITS DULY APPOINTED RECEIVER, THROUGH RECEIVER'S COUNSEL OF RECORD

COMES NOW Penn National Mutual Casualty Insurance Co. ("Penn National"), by and through counsel, and serves its initial fact and expert witness designations. Penn National hereby incorporates into this listing, as if fully reproduced herein, any and all expert and/or lay witnesses who may be listed by any other party. Penn National further reserves the right to supplement this witness list and to call any witness necessary to authenticate documents or exhibits and/or for rebuttal. Penn National further reserves the right to use any depositions noticed in this case in accordance with the provisions governing the use of depositions contained in the South Carolina Rules of Civil Procedure and the applicable rules of evidence. Penn National further reserves the right to call as a witness any person deposed in the above-captioned case, and it reserves the right to name additional witnesses, based upon further evaluation of the information gathered through the discovery process.



FACT WITNESSES:

1. **Peter D. Protopapas, Receiver for Covil Corporation**
Rikard & Protopapas, LLC
2110 N. Beltline Blvd.
Columbia, SC 29204

Peter D. Protopapas is the Court-appointed receiver of Covil Corporation ("Covil") and is familiar with the handling of claims by Covil's insurers, including Penn National, and he is familiar with the overall defense of Covil and settlements reached on Covil's behalf.

Upon information and belief, Mr. Protopapas has given testimony in *Zurich v. Covil* (Case Number 1-18-cv-932) in the USDC Middle District, North Carolina, and in *Finch et al. v. USFG et al.* (Case Number 2019-CP-42-3003), in Richland County, South Carolina.

2. **Troy L. Chute**
QSF Management
34407 Dupont Blvd., Suite 6
Frankford, DE 19945

Troy L. Chute is the founder of QSF Management, a service and consulting firm with experience in complex litigation and operational management. Upon information and belief, Mr. Chute has been retained by the Receiver with respect to assisting and consulting in managing Covil's legacy liabilities, including asbestos claim management, and TPA and insurance carrier management and can testify as to same.

Upon information and belief, no written or recorded statements have been taken from this witness to date.

3. **Brian Flatley**
Ellis & Winters LLP
4131 Parklake Avenue, Suite 400
Raleigh, NC 27612

Brian Flatley is Litigation Support Manager at Ellis & Winters. He consults with firm attorneys and clients on the proper methods of data preservation, collection, processing, production, and review. Mr. Flatley can testify as to Ellis & Winters' court-ordered investigation into the existence and storage of Penn National's liability policy related documents and the options provided to the court for review for any such documents that relate to Covil.

Upon information and belief, no written or recorded statements have been taken from this witness to date.

4. **Brent Reifsnyder**
Penn National

Brent Reifsnyder is Penn National's Director of Administrative Services and can testify as to topics related to Penn National's storage, retention, and organization of historical policy-related documents stored in paper and/or microfiche form.

Brent Reifsnyder has provided testimony in this matter.

5. **Boyd Wright**
Penn National

Boyd Wright is Penn National's Senior Home Office Claim Examiner and can testify as to topics related to Penn National's claims handling of asbestos claims asserted against Covil, and Penn National's insurance coverage for Covil, including Penn National's interpretation of the insurance policies it issued to Covil.

Boyd Wright has provided testimony in this matter, and in *Ann Finch, et al. v. Sentry Cas. Co., et al.* (Case Number 2019-CP-40-03003), in Richland County, South Carolina.

6. **Scott E. Maier**
Penn National

Scott E. Maier is an Associate General Counsel with Penn National and can testify as to topics related to Penn National's issuance of a litigation hold related to Covil Corporation in December 2021.

No written or recorded statements have been taken from this witness to date.

EXPERT WITNESSES:

1. **Bernd G. Heinze**
Attorney at Law
610 Freedom Business Center – Suite 110
King of Prussia, PA 19406

Bernie Heinze is a seasoned attorney who founded and currently serves as President and Chief Executive Officer of the Heinze Group, LLC, which is an international/multi-disciplinary group of trial attorneys and insurance professionals that provides risk, litigation, claim administration, audit, coverage, bad faith, reinsurance, and run-off consultation. Mr. Heinze has an extensive background as an insurance trial and coverage attorney, as an in-house Fortune 100 corporate

counsel of Reliance Insurance Company, and as a legislative/executive assistant in congressional and state government. As in-house counsel, Mr. Heinze's duties included the development and implementation and overall litigation and claims management, audit, coverage and training strategy, and the outcomes produced nationwide, as general counsel to the claims division. Mr. Heinze's experience also includes directing the trial and claims handling of product liability, asbestos, and toxic/mass tort claims. Mr. Heinze's CV is attached hereto and is incorporated as if fully set forth herein.

Mr. Heinze will testify as to the generally accepted customs and practices in the insurance industry regarding corporate and insurance industry document investigation, searches, storage, retention, management, maintenance, and destruction programs and procedures in general, and as to Penn National's claims handling of Covil related asbestos claims and its policy searches for Covil related policy documents, and Penn National's document retention policies and procedures relating to its historical policy-related documents. Mr. Heinze will also testify regarding the history, intent, derivation, and purpose of general liability coverage and policy provisions in the insurance industry, including products/completed operations exclusions.

2. **James A. Robertson, CPCU, ARM**
Interisk Limited
3320 Charla Drive
Prescott, Arizona 86305

Mr. Robertson is president, chief executive officer, and founder of Interisk Limited, which provides services related to risk management, insurance litigation, and serving as an expert and consultant in disputes involving coverage issues concerning all forms of general, excess and umbrella liability insurance. Mr. Robertson has extensive experience in consulting on industry customs and practices, including insurance policy searches, and policy document retention, and destruction of policies. Mr. Robertson also has extensive experience in underwriting considerations as to general liability insurance, including asbestos risks and coverage for such risks. In his practice, Mr. Robertson has also conducted extensive research and published on the history of all major forms of general, excess, and umbrella liability insurance from the 1880's through the present. Mr. Robertson's CV is attached hereto and is incorporated as if fully set forth herein.

Mr. Robertson will testify regarding generally accepted customs and practices in the insurance industry regarding retention, storage, and destruction standards concerning historical policy-related documents in general, and as to Penn National's document retention policies and procedures relating to its historical policy-related documents. Mr. Robertson will also testify regarding the history, intent, derivation, and purpose of property-casualty insurance, including general liability coverage and products/completed operations exclusions. Mr. Robertson

will also testify as to underwriting considerations involved with general liability policies.

In addition, Penn National reserves the right to call any of the following individuals and/or entities:

1. All witnesses listed by Covil in any witness disclosures in this matter.

2. All witnesses deposed in this case.

3. All witnesses identified in any deposition taken in this case.

4. Any and all records custodians, or other witnesses necessary to authenticate any document Penn National seeks to admit at trial, live or by deposition upon written questions.

5. Any witness necessary for rebuttal.

Dated: October 18, 2022

Respectfully submitted,

/s/ Alexander E. Davis
Alexander E. Davis (S.C. Bar No. 100061)
aedavis@goldbergsegall.com
David G. Harris II (S.C. State Bar No. 101951)
dharris@goldbergsegalla.com
David L. Brown (N.C. State Bar No. 18942)
dbrown@goldbergsegalla.com
Brady A. Yntema (N.C. State Bar No. 25771)
byntema@goldbergsegalla.com
GOLDBERG SEGALLA LLP
701 Green Valley Road, Suite 310
Greensboro, North Carolina 27408
Telephone: 336.419.4900
Facsimile: 336.419.4950
Attorneys for Defendant Pennsylvania National Mutual Casualty Insurance Co.

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing upon the following counsel of record at the following address via electronic mail and U.S. first class mail, postage prepaid, as follows:

Jescelyn Tillman Spitz
jspitz@rplegalgroup.com
RIKARD & PROTOPAPAS, LLC
1329 Blanding Street
Columbia, South Carolina 29201

G. Murrell Smith, Jr.
murrell@smithrobinsonlaw.com
Jonathan M. Robinson
jon@smithrobinsonlaw.com
SMITH ROBINSON HOLLER
DUBOSE AND MORGAN, LLC
2530 Devine Street
Columbia, South Carolina 29205

W. Brad Nes
brad.nes@morganlewis.com
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004-2541

Dated: October 18, 2022

Respectfully submitted,

/s/ Alexander E. Davis
Alexander E. Davis (S.C. Bar No. 100061)
aedavis@goldbergsegall.com
GOLDBERG SEGALLA LLP
701 Green Valley Road, Suite 310
Greensboro, North Carolina 27408
Telephone: 336.419.4900
Facsimile: 336.419.4950
Attorneys for Defendant Pennsylvania National Mutual Casualty Insurance Co.

Bernd G. Heinze

ATTORNEY AT LAW
610 Freedom Business Center - Suite 110
King of Prussia, PA 19406
610-992-0001 (o) • 610-992-0019 (f)
bernie@theheinzegroup.com

Professional Employment:

September 2000 to present: President and Chief Executive Officer
The Heinze Group, LLC.
King of Prussia, PA and London, England

- Founded and manage an international/multi-disciplinary group of trial attorneys and insurance professionals to provide risk, litigation, claim administration, audit, coverage, bad faith, reinsurance, and run-off consultation; expert witness testimony; serve as a mediator and party-appointed arbitrator; and afford outcome management solutions to policyholders, self-insured entities, insurance and reinsurance/retrocessional (ceded and assumed) companies, agents, brokers, program administrators, underwriters, consultants, and investors. Design, implement and direct coverage, claim and litigation best practices, strategies and budgets and claim avoidance strategies.

January 2001 to December 2017: Executive Director
American Association of Managing General Agents
King of Prussia, PA

- Manage the financial, regulatory, governmental affairs, legal, business, insurance industry, administrative requirements, website, social and trade media relations; liaise with federal and state regulators and other trade associations for international insurance trade association of 497 members; manage its meetings and the affairs of the Education Foundation, continuing education and professional development classes internationally; founder and executive editor of Wholesale Insurance News magazine.

August 1997 to June 2000: Vice President & Chief Litigation Counsel
Reliance Insurance Company
Philadelphia, PA

- Developed and implemented the overall litigation and claims management, audit, coverage and training strategy, and the outcomes produced nationwide, as general counsel to the claims division;
- Directed the trial of all property, casualty, fire, product liability, wrongful death, municipal and employment liability, medical malpractice, liquor/premises liability; construction defect, advertising injury, professional liability/errors and omissions, asbestos, toxic/mass tort, class action, trucking and transportation, and insurance coverage/bad faith claims, ADR/arbitration matters, special investigations/fraud, subrogation and declaratory judgment/coverage actions;
- Established and managed the Triage Unit for large losses and complex claims; catastrophic/crises events response unit; the national network of outside liability and coverage attorneys, the eleven staff counsel operations, and the bad faith and state compliance unit, and the environmental, asbestos and mass tort team;
- Responsible for a $120 million annual operating budget for allocated loss adjustment expenses; selected, negotiated and approved fee agreements with law firms, reviewed and approved invoices of defense and coverage counsel; directed all claim-related state regulatory inquiries and compliance; and devised diversity and litigation performance measures of all offices and vendors; reporting directly to president and CEO of the Company;

- Liaised directly with reinsurers, the company's Assumed & Ceded Reinsurance Unit, reserve actuaries, company underwriters, excess and umbrella carriers, and industry associations; monitored and analyzed the impact of proposed legislation and new laws and implemented new procedures to maximize opportunities and minimize exposures;
- Prepared insurance products and insuring agreements, and provided training sessions on claims-related investigation, evaluation, creative negotiation strategies, trials and appeals.

June 1987 to August 1997: Litigation Associate; Contract Partner; and Equity Partner
Wilson, Elser, Moskowitz, Edelman & Dicker
Philadelphia, PA

- Trial partner litigating complex property, casualty, products, medical malpractice, professional liability, employment practices, trucking and transportation; premises/liquor liability; asbestos, fire, environmental/toxic torts, fraud and bad faith claims in state and federal courts nationwide for domestic, Lloyd's Underwriters, London Market Companies and international insurance, reinsurance and captive carriers, excess and surplus lines carriers, and self-insured corporations and pools; prepared and edited the firm's quarterly *Transportation Advisor* and *Employment Discrimination Reporter;*
- Evaluated primary, excess and reinsurance coverage matters, conducted mediations and arbitrations, selected and directed local counsel, prepared insurance policies and endorsements;
- Counsel to the American Association of Managing General Agents and the AAMGA University; presented over 80 programs, speeches, mock trials and continuing education seminars to industry and governmental organizations on a variety of insurance and legal related matters.

August 1983 to June 1987: Litigation Associate to the Senior Partner
Marshall, Dennehey, Warner, Coleman & Goggin
Philadelphia, PA

- Responsible for all pre-trial activities and trial preparation of senior partner's cases, second chaired cases litigated, and carried personal caseload defending significant product liability, environmental, toxic tort, wrongful death and survival, breach of contract, fraud, bad faith, advertising injury, personal injury claims, medical malpractice, asbestos, personal injury and property claims and insurance and reinsurance coverage/declaratory judgment actions across the United States and Europe.

June 1978 to August 1980: Executive Assistant & Press Secretary
Erie County Executive Edward J. Rutkowski
Buffalo, NY

- Liaison to county and state legislators, county finance, environmental planning, economic development and energy departments and several public advisory committees; delivered press briefings; resolved constituent problems and inquiries; made public appearances and gave policy speeches on behalf of the county executive.

September 1974 to June 1978: Congressional Assistant & Deputy Press Secretary
Congressman Jack F. Kemp
Washington, D.C. and Buffalo, NY

- Researched policy issues and drafted legislation, speeches and press releases on economic development, national security/defense and tax reduction; resolved constituent problems and inquiries; made public appearances and gave speeches on behalf of the congressman.

Education:

Temple University School of Law, Philadelphia, PA – Juris Doctor 1983; International Association of Trial Lawyers Award; Best Orator Award-American Bar Association Moot Court Competition; National Moot Court

Team Captain; Editor-in-Chief of *The Jurist*; Highest Grade in Class: Trial Advocacy; Professional Responsibility; and Land Use Planning; Researcher for the U.S. Justice Department Organized Crime Project.
Canisius College, Buffalo, NY – B.A International Relations & Economics [dual major] 1978; (Di Gamma Honor Society; Best Speaker and Best Delegate Awards – Harvard University Model United Nations Convention; Vice President Campus Programming Board; General Manager and News Director - Radio Station WCCG).

American University, Washington, D.C. – School of Domestic & Foreign Policy 1977; (assigned to the Defense Intelligence and Appropriations Committees of the United States Congress).

Professional Honors: Peer Review Rated AV Preeminent by LexisNexis/Martindale-Hubbell. Named as one of the "100 Most Powerful People in the Insurance Profession – North America" each year since 2001 by the *Insurance Letter & Insurance Distribution* magazine. 2012 Honoree of the Year: NJ Surplus Lines Association; Freedom of London (2017); El Guardián Doradeño Medal of Dorado, Puerto Rico (2019). Named to the Business Advisory Council of the US House of Representatives, and Head of the Pennsylvania State Delegation since 2001.

Professional Activities: Certified by all 50 state insurance departments to provide continuing education seminars on insurance claims, reinsurance and legal related matters; Member: Board of Governors of the Academy of Risk Management & Insurance at St. Joseph's University, Philadelphia, PA; Board of Governors of the Brantley Center for Risk management and Insurance at Appalachian State University, Boone, NC; Editorial Advisory Board for American Agents and Brokers magazine; AIDA Reinsurance & Insurance Arbitration Society (ARIAS); Property and Casualty Insurance Association Defense Counsel and Policy Committees; National Association of Subrogation Professionals and Society of Insurance Training & Educators; Fellow – Council on Litigation Management. General Counsel (*pro bono*) to the "Whydah" Expedition, and Historic Shipwrecks, Inc.

Professional Affiliations: Admitted to practice in the U.S. Supreme Court; Pennsylvania Supreme Court, U.S. Court of Appeals for the Third Circuit; U.S. District Courts for the Eastern and Middle Districts of Pennsylvania. Member of the Defense Research Institute.

Community Activities: Founder and Life Member, Former President and active firefighter of the Fire Department of Montgomery Township; Life Member Gilbertsville Fire & Rescue Company; Chair of the Montgomery Township Industrial Development Authority, Member - Public Safety and Risk Management Committees.

Personal Information: Birthdate: March 29, 1956; married with two daughters; fluent in the German language.

FRCP Rule 26(a)(2)(B) Disclosure

Fed.R.Civ.P. Rule 26(a)(2)(B) Disclosure

Mr. Heinze has testified by deposition and/or trial as an expert in the following matters:

Caption	Venue	Date	Retained By	Nature of Retention
The Stanley Works v. ACE Insurance Company	Superior Court of CT (Hartford)	2002	Insurance Company of North America	Deposition & Trial Testimony
Teachers' Retirement System of Louisiana v. Aidinoff, et al. **(Under Seal)**	DE Court of Chancery (New Castle County)	2003	Special Litigation Committee	Deposition Testimony
CSR v. CIGNA Property & Casualty Insurance Company, et al.	USDC (D. NJ) Trenton	2004	CIGNA and Certain Underwriters at Lloyd's, London	Deposition Testimony
Congoleum Company v. ACE American Insurance Company	Superior Court of NJ (Middlesex County)	2005	Ace American Insurance Company	Deposition Testimony
Estate of Kennedy v. TIG Insurance Company	US District Court for the Southern District of FL	2005	TIG Insurance Company	Deposition Testimony
NC Mutual Life Insurance Company v. McKinley Financial Services	Superior Court of NC (Mecklenburg County)	2005	NC Mutual Life Insurance Company	Deposition Testimony
Steadfast Insurance Company v. Purdue Co.	Superior Court of CT (Hartford)	2005	Steadfast Insurance Company	Deposition Testimony
Johnson v. Penn National Insurance Company	Court of Common Pleas, Delaware County, PA	2005	Steve Johnson	Trial Expert Witness
Brooklyn Union Gas v. Century Indemnity	US District Court for the Southern District of NY	2005	Century Indemnity	Deposition Testimony
BASF v. Federal Insurance Company, et al.	US District Court for the Northern District of IL	2005	Federal Insurance Co., Great American Assurance Co., and Westchester Specialty Insurance Co.	Deposition Testimony
Brown Group Retail v. Continental Casualty Insurance Company	County of Denver, CO, District Court	2006	Continental Casualty Insurance Co.	Deposition Testimony
AXA Verischerung Aktiengesellschaft v. National Union Insurance Company	US District Court (SD NY)	2007	AXA Verischerung Aktiengesellschaft	Trial Expert Witness
Hoffman v. Brethren Mutual Insurance Company	US District Court for the Middle District of PA	2007	Paula Hoffman	Deposition Testimony
Fleming v. Ohio Casualty Insurance Company	US District Court for the Middle District of PA	2007	Evelyn Fleming	Deposition Testimony
TIG Insurance Company v. Phelps Dunbar	In Arbitration: Tampa, FL	2007	TIG Insurance Company	Trial Expert Witness

Caption	Venue	Date	Retained By	Nature of Retention
Underwriters Insurance Company v. Atlanta Gas Light Company	U.S. D.C. (N.D. GA)	2008	Atlanta Gas Light Company	Deposition Testimony
Portside Investors & HMS Ventures v. Northern Insurance Company	Philadelphia (PA) County Court of Common Pleas	2008	Northern Insurance Company	Trial Expert Witness
Intalco Aluminum Corporation v. Century Insurance Company and Great American Insurance Company, Lloyd's, London, et al.	Superior County of the State of Washington (Whatcom County)	2009	Century Insurance Company	Deposition Testimony
Post v. St. Paul Travelers Insurance Company	U.S.D.C. (E.D. PA)	2009	St. Paul Travelers Insurance Company	Deposition & Trial Expert Witness
Roth v. Illinois Union Insurance Company	U.S.D.C. (C.D. CA - Western Division)	2009	Illinois Union Insurance Company	Deposition & Trial Expert Witness
In Re: Pittsburgh Corning Corporation	U.S. Bankruptcy Court (W.D. PA)	2009	Century Indemnity Insurance Company	Deposition Testimony
Maryland Casualty Company v. Lloyd E. Mitchell, Inc.	Circuit Court of Harford County, MD	2010	Maryland Casualty Company	Deposition Testimony
Anne Bybel, MD v. Lincoln National Insurance Company	U.S.D.C. (M.D.PA)	2010	Anne Bybel, MD	Deposition Testimony
ESIS v. Special Touch Home Care Services	In Arbitration	2010	ESIS	Arbitration Expert Witness
Newmont USA, Ltd and Dawn Mining Company v. Hartford Assurance Company, et al.	U.S.D.C. (E.D. WA)	2011	Insurance Company of North America	Deposition Testimony
Century Surety Company v. 350 W.A. LLC, et al.	U.S. D.C. (S.D. CA)	2011	Century Surety Company	Deposition Testimony
Maplewood Partners, L.P. v. Indian Harbor Insurance Company	U.S. D.C. (S.D. FL)	2011	Indian Harbor Insurance Company	Deposition Testimony
Richard Blum and Wendy Blum v. St. Paul Travelers Casualty and Surety Company and Illinois Union North America	U.S.D.C. (E.D. PA)	2011	St. Paul Travelers Casualty and Surety Company	Deposition Testimony
Ledcor Industries v. Virginia Surety Company	U.S.D.C. (W.D. WA)	2011	Virginia Surety Company	Deposition Testimony
Illinois Union American Insurance Company v. Ledcor Industries (USA), Inc., v. AIU Commercial Insurance Company of Canada, et al.	Superior Court of WA for King County	2011	American International Specialty Lines Insurance Company	Deposition Testimony
ACE American Insurance Company and ESIS v. Central Freight Lines	In Arbitration	2012	ESIS	Trial Testimony
Forest Villa Homeowners Association v. Commonwealth Insurance Company of America	Superior Court of WA for King County	2012	Commonwealth Insurance Company of America	Deposition Testimony

Caption	Venue	Date	Retained By	Nature of Retention
Viking Pump, Inc. v. Century Indemnity Company, et al	Delaware Superior Court in and for New Castle County	2012	Century Indemnity Company and other Excess Carriers	Deposition & Trial Testimony
Ginger Katzenmoyer v. Allstate Insurance Company	US District Court (ED PA)	2012	Ginger Katzenmoyer	Deposition Testimony
State of Hawaii v. Westchester Specialty Insurance Company and Coregis Insurance Company	State of Hawai'i Circuit Court of the First Circuit	2012	Westchester Specialty Insurance Company and Coregis Insurance Company	Deposition Testimony
American Guarantee & Liability Insurance Company v. Simon Roofing & Sheet Metal Corporation, et al.	US District Court for the Southern District of FL	2012	American Guarantee & Liability Insurance Company	Deposition Testimony
Montrose Chemical Corporation of California v. Century Indemnity Company	JAMS – Los Angeles, CA	2013	Century Indemnity Company	Deposition & Trial Testimony
U.S. Silica Company v. ACE Specialty Insurance Underwriters, et al.	Circuit Court of Morgan County, WV	2013	ACE Specialty Insurance Underwriters	Deposition Testimony
Nooter Corporation v. Allianz Underwriters Insurance Company, et al.	Circuit Court for the 22nd Circuit, City of St. Louis, MO	2013	Allianz Underwriters Insurance Company, et al.	Deposition & Trial Testimony
Keyspan Gas East Corporation v. Munich Reinsurance America, Inc, and Century Indemnity Company, et al. (Under Seal)	Supreme Court of the State of New York, County of New York	2013	Munich Reinsurance America, Inc., and Century Indemnity Company	Deposition Testimony
Narragansett Electric Company v. Hartford Assurance Company, et al.	US District Court for the Southern District of NY	2014	Century Indemnity Company	Deposition Testimony
Air & Liquid Systems Corporation, et al. v. Allianz Underwriters Insurance Company, et al.	US District Court for the Western District of PA	2014	TIG Insurance Company and Certain Underwriters at Lloyd's	Deposition Testimony
The Shaw Group, Inc., et al. v. Illinois Union American Insurance Company, et al.	U.S. District Court for the Middle District of Louisiana	2014	North American Insurance Company	Deposition Testimony
Demopulos v. Bankers Standard Insurance Company	Superior Court, King County, Washington	2014	Bankers Standard Insurance Company	Deposition Testimony
Browning Ferris Industries Inc. v. Certain Underwriters at Lloyds, et al.	District Court, Harris County, Texas	2014	Mt. McKinley Insurance Company	Deposition Testimony
Mine Safety Appliances Company v. AIU Insurance Company, et al.	Superior Court, New Castle County, Delaware	2015	North River Insurance Company	Deposition Testimony

Caption	Venue	Date	Retained By	Nature of Retention
Black & Veatch Corporation v. Aspen Insurance (UK) Ltd., Liberty Mutual Insurance Europe (UK), Ltd., et al.	U.S. District Court for the District of Kansas	2015	Aspen Insurance (UK) Ltd., Liberty Mutual Insurance Europe (UK), Ltd.	Deposition Testimony
Cernogorsky v. Illinois Union American Insurance Company	Miami-Dade County, FL Circuit Court	2015	Illinois Union American Insurance Company	Deposition and Trial Testimony
Connect America Holdings, LLC, Kenneth Gross, et al. v. Arch Insurance Company	U.S. District Court for the Eastern District of PA	2015	Connect America Holdings, LLC, Kenneth Gross, et al.	Deposition Testimony
Alden Leeds, Inc. v. QBE Specialty Insurance and Certain Underwriters at Lloyd's, London	Superior Court of New Jersey Law Division: Essex County	2015	QBE Specialty Insurance and Certain Underwriters at Lloyd's, London	Deposition Testimony
Linthicum, et al. v Mendakota Insurance Company	U.S. District Court for the Southern District of GA	2015	Mendakota Insurance Company	Deposition Testimony
Goodrich Corporation v. A.G. Securitas, et al.	Court of Common Pleas, Summit County, Ohio	2015	Defendant Excess Insurers	Deposition Testimony
American Seafoods, LP v. Servco Insurance Services Washington, LLC v. Wells Fargo Insurance Services, USA, Inc.	Superior Court of the State of Washington, King County	2015	Wells Fargo Insurance Services, USA, Inc.	Deposition Testimony
Feld v. Fireman's Fund Insurance Company	U.S. District Court for the District of Columbia	2016	Fireman's Fund Insurance Company	Deposition Testimony
Szestak v. Great Northern Insurance Company, et al.	Superior Court of New Jersey, Law Division: Middlesex County	2016	Illinois Union Insurance Company	Trial Testimony
Pacific Employers Insurance Company v. Troy Belting Supply Company, et al.	U.S. District Court for the Northern District of New York	2016	Pacific Employers Insurance Company and Hartford Accident & Indemnity Company	Deposition Testimony
CorePointe Insurance Company v. Tilley Motorcycle Sales, et al.	United States District Court for the Western District of North Carolina, Statesville Division	2016	CorePointe Insurance Company	Deposition Testimony
Cottage Health System and Santa Barbara Cottage Hospital v. Admiral Insurance Company	United States District Court for the Central District of California, Western Division	2016	Admiral Insurance Company	Deposition Testimony
Bishop of Charleston, et al. v. Century Indemnity Company	United States District Court for the District of South Carolina	2016	Century Indemnity Company	Deposition Testimony

Caption	Venue	Date	Retained By	Nature of Retention
Continental Western v. Preferred Mutual Ins. Company	United States District Court for District of Massachusetts	2016	Continental Western Ins. Company	Deposition & Trial Testimony
Charleston Holdings, LLC v. InsureZone, et al.	Circuit Court for the County of Wayne, Michigan	2016	InsureZone	Deposition Testimony
Richman v. LIU Insurance Underwriters, Inc.	Court of Common Pleas, Philadelphia County, PA	2016	LIU Insurance	Trial Testimony
Decker v. Federal National Ins Company and FEDERAL & Son, a Division of Federal Insurance Company	US District Court for the Southern District of Ohio	2016	Federal National Insurance Company and FEDERAL & Son, a division of Federal Insurance Company	Deposition Testimony
Intuitive Surgical, Inc. v. Illinois Union Insurance Company	US District Court for Northern District of California	2017	Illinois Union Insurance Company	Deposition Testimony
Utica Mutual Ins. Co. v. Century Indemnity Company	US District Court for N.D. New York	2017	Century Indemnity Company	Deposition Testimony
STB Investments Corporation and Richard Basciano d/b/a 303 West 42nd Street Realty Company v. Sterling and Sterling, Inc.	Supreme Court of the State of New York, County of New York	2017	Sterling and Sterling, Inc.	Deposition Testimony
Cannon Electric, Inc./ITT Cannon, Inc. v. Affiliated FM Insurance Company, et al.	Superior Court for the State of CA, County of Los Angeles	2017	Certain Underwriters at Lloyd's, et al.[1]	Deposition Testimony
National Carriers, Inc. v. ESIS	In Arbitration	2017	ESIS	Trial Testimony
Brooklyn Union Gas Company v. Century Indemnity Company, et al.	Supreme Court for the State of New York for the County of New York	2017	Century Indemnity Company	Deposition Testimony
Sunrise One LLC et al v. Harleysville Insurance Company of New York	US District Court for Eastern District of New York	2017	Harleysville Insurance Company of New York	Deposition Testimony
Arch Insurance Company a/s/o Criterion Development Group, LLC and One Astoria Square, LLC v. Nationwide Insurance Company and S&J Industrial Company, et al.	Supreme Court of the State of New York, County of New York	2017	Nationwide Insurance Company	Deposition Testimony

[1] Certain Underwriters at Lloyd's, London and London Market Insurance Companies, and North River Insurance Company; Lamorak Insurance Company f/k/a OneBeacon America Insurance Company, as successor-in-interest to Commercial Union Insurance Company and as successor to Employers Liability Assurance Corporation; AIU Insurance Company; American Home Assurance Company; Birmingham Fire Insurance Company; Granite State Insurance Company; Insurance Company of the State of Pennsylvania; Landmark Insurance Company; Lexington Insurance Company; and National Union Insurance Company of Pittsburgh, PA; The Continental Insurance Company, for itself and as successor in interest to National Ben Franklin Insurance Company of Illinois and as successor in interest to certain policies issued by Harbor Insurance Company.

Caption	Venue	Date	Retained By	Nature of Retention
Eaton Corporation v. Continental Insurance Company, Certain Underwriters at Lloyd's, et al.	Court of Common Pleas of Cuyahoga County, OH	2017	Defendant Excess and Umbrella Carriers	Deposition Testimony
Kling v. Hartford Casualty Insurance Company	Superior County J.D. of New Haven, CT	2018	Hartford Casualty Insurance Company	Deposition Testimony
Wakefern Food Corporation, et al. v. Lexington Insurance Company, et al.	Superior Court of New Jersey, Law Division, Middlesex County	2018	Lexington Insurance Company	Deposition Testimony
Keyspan Gas East Corporation v. Munich Reinsurance America, Inc, and Century Indemnity Company, et al. (Under Seal)	Supreme Court of the State of New York, County of New York	2018	Munich Reinsurance America, Inc., and Century Indemnity Company	Deposition Testimony
Copper River Seafoods, Inc. v. Federal Custom Insurance Company	US District Court for the District of Alaska	2018	Federal Custom Insurance Company	Deposition Testimony
Eaton Corporation v. Continental Insurance Company, Certain Underwriters at Lloyd's, et al.	Court of Common Pleas of Cuyahoga County, OH	2018	Defendant Excess and Umbrella Carriers	Deposition Testimony
Scottsdale Insurance Co. v. CNC Technologies, Inc., et al.	US District Court for the Central District of California	2018	Scottsdale Insurance Co.	Deposition Testimony
Kenneth and Julia Kizzar v. National Grange Mutual Insurance, Inc, The Main Street America Group, and Main Street America Assurance Company, et al.	Circuit Court for the 12th Judicial District at Bledsoe County, TN	2018	National Grange Mutual Insurance, Inc, The Main Street America Group, and Main Street America Assurance Company	Deposition Testimony
Holt Logistics Corporation, et al. v. Lexington Insurance Company, Ironshore Specialty Company, Steadfast Insurance Company, Aspen Specialty Insurance Company, et al.	Superior Court of New Jersey Law Division: Camden County	2018	Lexington Insurance Company, Ironshore Specialty Company, Steadfast Insurance Company, Aspen Specialty Insurance Company, et al	Deposition Testimony
Pennsylvania National Mutual Insurance Co. v. Group C Communications, Inc.	Superior Court of New Jersey Law Division: Monmouth County	2019	Pennsylvania National Mutual Insurance Co.	Deposition Testimony
Apex Mortgage Corp. v. Great Northern Ins. Co. et al.	US District Court for the Northern District of Illinois	2019	Federal Insurance Company	Deposition Testimony
Portrait Homes v Pennsylvania National Mutual Ins. Co.	9th Jud District, CCP, County of Berkeley, South Carolina	2019	Pennsylvania National Mutual Insurance Co.	Trial Testimony
Vermont Mutual v. Natiello	United States District Court for District of Connecticut	2019	Vermont Mutual Insurance Co	Deposition Testimony
MJC v. Scottsdale Insurance Company	United States District Court for Central District of California	2019	Scottsdale Insurance Company	Deposition Testimony

Caption	Venue	Date	Retained By	Nature of Retention
Celerity v. Scottsdale Insurance Company	United States District Court for Central District of California	2019	Scottsdale Insurance Company	Deposition Testimony
Gavasto v. 21st Century Indemnity Insurance Company	Court of Common Pleas, Allegheny County, Pennsylvania	2019	21st Century Indemnity Company	Trial Testimony
Popple Construction Company v. American Home Assurance Company, et al.	Court of Common Pleas, Luzerne County, Pennsylvania	2020	American Home Assurance Company	Trial Testimony
Allegheny Ludlum, LLC v. The Hartford Insurance Company, et al.	US District Court for the Western District of Pennsylvania	2020	The Hartford Insurance Company	Deposition Testimony
Great American Insurance Company v. Mallers Building, LLC, et al.	US District Court for the Northern District of IL	2020	Great American Insurance Company	Deposition Testimony
Sentynl Therapeutics, Inc. v. U.S. Specialty Insurance Company	US District Court for the Southern District of CA	2020	U.S. Specialty Insurance Company	Deposition Testimony
Wolverine Worldwide, Inc., f/k/a Wolverine Show & Tanning Corporation v. The American Insurance Company, et al.	US District Court for the Western District of MI (Southern Division)	2020	Bedivere Insurance Company, et al.[2]	Deposition Testimony
Erie Insurance Company v. Claire and Carol Rauser	US District Courts for the Eastern District of Tennessee at Knoxville	2020	Erie Insurance Company	Deposition Testimony
The Doe Run Resources Corporation v. Hartford Accident and Indemnity Co. and First State Insurance Co.	US District Court for the Eastern District of Missouri	2021	Hartford Accident and Indemnity Co. and First State Insurance Co.	Deposition Testimony
John Robert Sebo, et al. v. American Home Assurance Company, Inc., et al	Circuit Court for the Twentieth Judicial Circuit in and for Collier County, Florida	2021	John Robert Sebo	Deposition Testimony
Gustave J. LaBarre, Jr., et al. v. Occidental Chemical Company and Texas Brine Company, LLC, et al.	23rd Judicial District, Parish of Assumption for the Stata of Louisiana	2021	Zurich American Insurance Company, American Guarantee & Liability Insurance Company and Steadfast Insurance Company	Deposition Testimony
Lyle and Alison Turner v. Federal Insurance Company	US District Court for the Central District of California	2021	Federal Insurance Company	Deposition Testimony
Univar USA, Inc. and VWR International, LLC v. Insurance Company of the State of Pennsylvania, et al.	Superior Court of Washington, King County	2021	Fireman's Fund Insurance Company	Deposition Testimony

[2] Bedivere Insurance Company, as successor to American Employers Insurance Company; First State Insurance Company; Federal Insurance Company; Pacific Employers Insurance Company; Century Indemnity Company as successor to CCI Insurance Company, as successor to Insurance Company of North America; and North River Insurance Company.

Caption	Venue	Date	Retained By	Nature of Retention
CIT Bank, N.A. and CIT Group, Inc. v. Westchester Fire Insurance Company; National Union Fire Ins. Co. of Pittsburg, PA; Houston Casualty Company; and Freedom Specialty Insurance Company	In Arbitration	2021	Westchester Fire Insurance Company; National Union Fire Ins. Co. of Pittsburg, PA; Houston Casualty Company; and Freedom Specialty Insurance Company	Deposition Testimony
In Re: Residential Capital, LLC, et al./ Rowena Drennan v. ResCap Liquidating Trust, et al.	US Bankruptcy Court for the Southern District of NY	2021	Steadfast Insurance Company, North American Specialty Insurance Co., and St. Paul Insurance Co.	Deposition Testimony
Brooklyn Union Gas Company v. Century Indemnity Company, et al.	Supreme Court for the State of New York for the County of New York	2022	Century Indemnity Company	Deposition Testimony
Kim & LA 1 Realty v. Scottsdale Insurance Company, et al.	US District Court for the Central District of California	2022	Scottsdale Insurance Company	Deposition Testimony
GEA Mechanical Equipment US, Inc. v. Federal Insurance Company, et al.	US District Court for the District of New Jersey	2022	Federal Insurance Company, et al.[3]	Deposition Testimony
Zurich American Insurance Company and American Guarantee & Liability Insurance Company v. Syngenta Crop protection, LLC	Superior Court of Delaware	2022	Zurich American Insurance Company and American Guarantee & Liability Insurance Company	Deposition Testimony
United States Steel Corporation v. Certain Underwriters at Lloyd's, London, et al.	Court of Common Pleas of Allegheny County, PA	2022	Certain Underwriters at Lloyd's, London and Certain London market Companies[4]	Deposition Testimony

[3] First State Insurance Company, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company, Wellfleet New York Insurance (successor or Atlanta International Insurance Company), and Continental Insurance Company.

[4] Dominion Insurance Company Ltd., Unionamerica Insurance Company (f/k/a St. Katherine Insurance Company Ltd.), Harper Insurance Limited (f/k/a Turegum Insurance Company), Phoenix Assurance Public Limited Company, Ageas Insurance Limited (f/k/a Bishopsgate Insurance F A/C), The Insurance Corporation of Ireland Limited, Hansa Marine Insurance Company (UK) Limited, Danish Marine Insurance Company, Assicurazioni General! S.P.A. (f/k/a Generali), British Law Insurance Company Limited, AGF International / Baloise Insurance Limited (f/k/a Preservatrice), Axa Insurance UK Pic (f/k/a Provincial Insurance PLC), Terra Nova Insurance Company Limited, Britamco Limited, Allianz IARD (f/k/a Polaris G A/C & Wurttembergische / Mariner Underwriting Agency), ACE European Group (f/k/a Insurance Company of North America (UK) Limited), Swiss Re Specialty Insurance (UK) Ltd (f/k/a Threadneedle Insurance Company Ltd), Commercial Union Assurance Company PLC, Winterthur Swiss Insurance Company, Sphere Drake Ins. Co. (UK) Ltd., The Drake Insurance Company Ltd., and AXA Belgium (f/k/a Royale Beige D'Assurances S.A., Belgium).

Caption	Venue	Date	Retained By	Nature of Retention
Gustave J. LaBarre, Jr., et al. v. Texas Brine Company, LLC, Zurich American Insurance Company, et al.	23rd Judicial District of Assumption Parish, LA	2022	Zurich American Insurance Company, American Guarantee & Liability Insurance Company and Steadfast Insurance Company	Trial Testimony
Mercy Health v. Endurance Specialty Insurance, Ltd., and Sompo International Holdings, Ltd.	Circuit Court of St. Louis County, MO	2022	Endurance Specialty Insurance, Ltd., and Sompo International Holdings, Ltd.	Deposition Testimony
Ryan Auto Group of Monroe, LLC d/b/a Ryan Chevrolet, Inc. v. Breck Construction Co., Inc., Amerisure Insurance Co., et al	Fourth Judicial District for the Parish of Ouchita, LA	2022	Amerisure Insurance Co.	Deposition Testimony

Congressional Testimony

- US House of Representatives, Financial Services Committee, Subcommittee on Capital Markets, Insurance and Government-Sponsored Enterprises: "Commercial Insurance Modernization and the Nonadmitted Insurance and Reinsurance Reform Act of 2006," June 21, 2006.
- US Senate Committee on Banking, Housing and Urban Affairs, Subcommittee on Securities, Insurance and Investment: "Streamlining Regulation, Improving Consumer Protection and Increasing Competition in Insurance Markets," March 18, 2013.

Regulatory Testimony Presented:

- National Association of Insurance Commissioners
- National Council of Insurance Legislators
- National Council of State Legislators

Mr. Heinze has written the following White Papers or Articles:

- "Fighting Insurance Fraud: The Collaborative Battle;" October 2004 in the Philadelphia Business Journal and Rough Notes magazine
- "Insurance Fraud" in May 2005 in American Agents & Brokers magazine, "Creating the Harassment Free Workplace"
- He is quoted regularly in articles appearing in American Agents & Brokers, National Underwriter, Business Insurance, Lloyd's List, Intelligent Insurer, Lloyd's Focus, Global Underwriting & Brokering magazines, TED (The Electrical Distribution Magazine) of the National Association of Electrical

Distributors and A.M. Best magazine on matters pertaining to the insurance industry.

He has written three White Papers published by the National Association of Electrical Distributors Education and Research Foundation: "Product Liability Exposure: How to Manage and Mitigate the Risks in Today's Global Market," (2008); "The New Legal Exposure: Service Liabilities," (2009); and "Terms & Conditions: Reading the Fine Print," (2012).

He was the founder and executive editor of the *Wholesale Insurance News* quarterly magazine, which had a distribution of 1,240,000 in 40 countries.

He also wrote a chapter in the "Fire Department CEO's Handbook," by the VFIS Insurance Company (2006).

Mr. Heinze is also the host of "Hiring Our Soldiers," a nationally syndicated radio program sponsored by the "Center for America," in which he conducts interviews and provides guidance to potential employers, and to servicemen and women in the US National Guard, on becoming employed after their tours of duty in the military have concluded.

INTERISK

Insurance Litigation Consultants & Expert Witnesses

PROFESSIONAL RESUME
OF
JAMES A. ROBERTSON, CPCU, ARM

EXPERIENCE

Interisk Limited
President/Chief Executive Officer

1992 - Present. Under Mr. Robertson's direction, Interisk Limited provides services related to risk management, insurance litigation consulting, and serving as an expert witness in disputes involving coverage issues, underwriting, agents and brokers E&O, and related customs and practices in property & casualty insurance. Interisk also performs consulting engagements related to the formation and operation of private insurers ("captives"). Mr. Robertson has testified on most types of property and casualty coverages, with an emphasis on all forms of general, excess and umbrella liability. Previous assignments have allowed him to perform extensive research on the history of all major forms of general, excess and umbrella liability, from the 1880s through the present.

Coopers & Lybrand
Director, Insurance Litigation Services & Risk Management

1987-92. In the Casualty Actuarial and Risk Management Practice of C&L, Mr. Robertson specialized in consulting for attorneys on industry customs and practices related to insurance coverage litigation, underwriting, and agent/broker practices. He also directed consulting engagements on captives and risk retention groups, contract reviews and other services for the audit and litigation practices of C&L, and merger & acquisition due diligence reviews. He was the director-in-charge of the insurance litigation, claims and risk management consulting practice in the Newport Beach office of C&L, with a total staff of eight.

James A. Robertson & Associates, Inc./Insurance Litigation Consultants
President

1978-79, 1984-87. Independent consultant, writer and lecturer on insurance and risk management. Engagements were similar to his current practice.

Warren, McVeigh & Griffin, Inc.
Principal Consultant and Editor, The Umbrella Book

1975-76, 1979-83. Directed or performed work on numerous risk management engagements. Clients included many Fortune 500 companies. He was responsible for all creative and administrative tasks for publishing *The Umbrella Book*, and editor for *The Risk Management Letter*.

Reed Risk Management International, Ltd.
Senior Vice President

1976-78. As consultant for the Reed Stenhouse organization, provided counsel to Stenhouse clients, and assisted a Bermuda sister company in forming captive insurance subsidiaries for large U.S. and Canadian corporations.

Tausch Insurance Brokers
Assistant Vice President-Administration and Underwriting Manager

1974-75. Responsible for office administration, underwriting and marketing in $12 million premium volume Orange County, California, insurance agency. Acted in advisory role to clients and producers in insurance program design and coverage analysis.

Hartford Insurance Group
Casualty Underwriter, Casualty Underwriting Supervisor

1970-74. Supervised underwriters and placed reinsurance for Los Angeles office writing $7 million in commercial casualty premium. Staff responsibilities in Pacific Division (San Francisco) included supervising casualty underwriting of three offices, placing reinsurance, and performing underwriting audits. Began at the Hartford as a Casualty Underwriter, with responsibility for all commercial general and auto liability, umbrella liability, workers' compensation business for an assigned group of Hartford agents.

EDUCATION

Graduate — Pepperdine University, Graduate School of Business & Management, Los Angeles, California. Master of Science in Administration (MSA) degree (MBA program), 1976.

San Francisco Theological Seminary, theological studies (no degree), 1969-70

Undergraduate — University of Iowa, Iowa City, Iowa. Bachelor of Arts (BA) degree, Psychology and Religion (double major), 1969.

Knox College, Galesburg, Illinois, 1965-66

Stanford University, Rock Center for Corporate Governance, 2012 Directors' College Executive Education Program

PROFESSIONAL CREDENTIALS & LICENSES

California Fire & Casualty Insurance Broker's License, No. 0E70877 (1974-1978 and 2005-2013).

Chartered Property Casualty Underwriter (CPCU) Designation; American Institute for Chartered Property Casualty Underwriters, Inc., Malvern, Pennsylvania, 1973.

Associate in Risk Management (ARM) Designation; Insurance Institute of America, Malvern, Pennsylvania, 1976.

Permanent California Community College Instructor Credential in Insurance, Business & Industrial Management and Psychology; California State Department of Education.

Completed 5 parts of 10 part program leading to the Chartered Life Underwriter (CLU) Designation; The American College, Bryn Mawr, Pennsylvania.

PROFESSIONAL AFFILIATIONS

American Association of Insurance Management Consultants (AAIMCO), member

American Bar Association (ABA), associate member

Defense Research Institute (DRI), member

Society of Risk Management Consultants (SRMC):
- Director (1995-97)
- Chairman, Professional Practices Committee (1986-87)
- Member, Professional Practices Committee (1992-95)

Society of CPCU:
- Regional Vice President, Western Region (1991-92)
- National Director, Western Region (1988-91)
- Consulting, Litigation & Expert Witness Section, Chairman (1993-96); Committee Member (1997-2012)
  - George M. Gottheimer Memorial Award, 2012
- National Leadership Training Committee (1992-93)
- National Publications Committee (1984-88); Chairman (1987-88)
- Orange Empire Chapter
  - President, Vice President, Secretary, Treasurer & Director (1981-86)
  - General Chairman (1987) & Program Chairman (1975), All Industry Day
  - Public Relations Committee Chairman (1982)
  - Jay Gleason (National) Award for Excellence in Public Relations (1982)
  - Member of Research Committee awarded 1st place for 1986 CPCU research papers
- El Paso Chapter
  - Education Chairman & Instructor (1978-79)
- Foreign Seminar, London, England, 1982

TEACHING EXPERIENCE

Instructor on insurance, casualty underwriting, large risk rating plans and risk management for various special courses offered between 1973 and 1976, at University of Southern California, Insurance Educational Association (San Francisco), and The Hartford Insurance Group (San Francisco and Los Angeles).

Instructor CPCU Courses, Santa Ana College (Rancho Santiago Community College District), 1975-77. Insurance Principles & Practices (CPCU I); Management, Accounting & Finance (CPCU V); The Structure of the Risk Management Process (ARM 54); Risk Control (ARM 55) Risk Financing (ARM 56).

Instructor for CPCU I, El Paso, Texas, 1978.

PUBLICATIONS

Books

The Captive Insurance Manual (Chatsworth, CA: NILS Publishing Company, 1990).

"Do You Need an International Broker?" in *Business Strategy International* (London, UK: Cornhill Publications Limited, 1988).

ISO Commercial Liability Forms: A Side-By-Side Comparison (San Francisco, CA: Professional Insurance Publications, 1984, 1985, 1986; Newport Beach, CA: Coopers & Lybrand, 1988).

It's Time To Take The Mystery Out Of Umbrellas (San Francisco, CA: Professional Insurance Publications, 1984).

Key Financial Ratios (El Paso, TX: Robertson Publishing Company, 1978).

"Excess Property and Liability Coverage," in *Multiple Lines Insurance Production,* by Richard D. Turner, Stephen Horn, II, Seeman Waranch, and Peter R. Kensicki (Malvern, PA: Insurance Institute of America, 1982). Reviewer before publication and contributor to Chapter 9 of textbook for IIA's PRO82 Course, pp. 443-493.

"Insurance and Insurance Coverage Issues," in *The Environmental Dispute Handbook: A Practical Guide for Parties Involved in Litigation, Claims or Disputes Arising from Hazardous Products or Waste,* Co-Author James P. Barber (Colorado Springs, CO; Wiley Law Publications, 1991).

Practical Risk Management (San Francisco, CA: Warren, McVeigh & Griffin). Contributor to supplements published during 1975-76.

"Risk and Insurance Management," in *The Handbook of Cash Flow and Treasury Management*, Vince DiPaolo, Editor (Chicago, IL: Probus Publishing, 1988), pp. 379-411.

The Risk Management Letter (Newport Beach, CA: Warren, McVeigh & Griffin, Inc.). Editor, and author of 18 articles, 1981-83 (see separate list).

Tough Questions & Straight Answers...ISO's New Commercial General Liability Insurance Policies (Malvern, PA: The Society of CPCU and Independent Insurance Agents of America, Inc., 1985). Contributing author.

The Umbrella Book (Newport Beach, CA: Warren, McVeigh & Griffin, Inc., 1976, 1979-84). Principal author of first edition (1976), and of revision for republication (1979); editor for ongoing supplements, 1979-84.

Articles

"How Umbrella Policies Started - Part I: Early Liability Coverage," *IRMI.com Expert Commentary*, March, 2000.

"How Umbrella Policies Started - Part II: The First Umbrella Forms," *IRMI.com Expert Commentary*, April, 2000.

"Arranging Umbrella Liability Insurance," *The Broker*, May/June, 1984.

"'8th Cycle': Buyers Take Control," *National Underwriter,* March 21, 1988.

"Impact of ISO's Claims-Made CGL Form," *The Broker*, March/April, 1986.
"Insurance Consultant Licensing," *CPCU Journal,* June, 1979.
"ISO's 1986 CGL Forms: Objections to Both Versions," *The Broker*, November/December, 1985.
"Loss Portfolio Transfers: An Overview," (Co-author), *CPCU Journal*, December, 1985.
"Making the New Umbrellas Fit the New CGL," *Risk Management,* October, 1986.
"Matching Umbrellas With Primary Coverages," *The Broker*, July/August, 1984.
"1986 Forms: Setting the Stage for Change," *The Broker*, September/October, 1985.
"Placing Umbrella in the Tight Market," *The Broker*, March/April, 1985.
"Solvency Issues in Discounting Loss Reserves on the Fire & Casualty Annual Statement," (Co-author), *CPCU Journal*, March, 1987.
"The Problem of Additional Insureds," *CPCU Journal*, June, 1984.
"Risk Management Notes" (comment), *National Underwriter*, 1974.
"Would Licensing Make Underwriters Any Wiser?" *Business Insurance*, September 22, 1986.
The Risk Management Letter, Warren, McVeigh & Griffin, Inc. Author of the following articles, 1981-83:

Category & Title	Issue	Date
Captive Insurance Companies:		
-Have You Audited Your Captive Lately?	v.1 no.4	Jun/Jul 1981
Liability Insurance:		
-Additional Insured Endorsements	v.2 no.3	Jun/Jul 1982
-Additional Insured Endorsements, (cont'd.)	v.2 no.5	Sep/Oct 1982
-Contractors Face Uninsured Property Damage Claims	v.2 no.1	Jan/Feb 1982
-Discrimination Liability Coverage	v.1 no.4	Jun/Jul 1981
-How to Fix Nonconcurrent Liability Programs	v.3 no.1	Jan/Feb 1983
-Improvements in Umbrella Forms	v.3 no.3	May-Jul 1983
-Retroactive Insurance	v.1 no.5	Aug/Sep 1981
-Structuring an Effective Excess Liability Insurance Program	v.2 no.5	Sep/Oct 1982
-The Umbrella Nonconcurrency Problem	v.1 no.4	Jun/Jul 1981
-What to Look for in Umbrellas	v.1 no.3	Apr/May 1981
Property Insurance:		
-Excess and Manuscript Property Insurance	v.2 no.4	Aug 1982
Risk Management:		
-Insurance Litigation: Causes and Alternatives	v.3 no.1	Jan/Feb 1983
-Insurer Solvency	v.3 no.6	Dec 1983
Workers' Compensation Insurance:		
-Contractual Workers' Compensation Risks	v.3 no.2	Mar/Apr 1983
-Insuring Occupational Disease Risks	v.3 no.3	May-Jul 1983
-Umbrella Occupational Disease Coverage Limitations	v.2 no.3	Jun/Jul 1982

MAJOR MANUSCRIPTS

"Introduction to Risk Management" and "Quantitative Methods and Statistics for Risk Management." Based on seminars presented for employees of Reed Shaw Stenhouse in Canada and England, 1976-77.

"Insurance Risk Analysis and Forecasting by Computer." Based on seminars presented for American Management Associations, 1978-79.

MAJOR SEMINARS

Seminars Presented for Annual Conferences, Risk & Insurance Management Society (RIMS):
"Are Offshore Captives Still Viable?" Washington, DC, 1988
"Certificates of Insurance," New Orleans, 1985
"Coordination of Indemnification," New Orleans, 1985
"Excess Liability: Are Your Catastrophe Exposures Really Insured?" Washington, DC, 1982
"Introduction to Risk Financing," Toronto, 1986; Las Vegas, 1987; Washington, DC, 1988
"Structuring Liability Insurance Programs," Los Angeles, 1983

Seminars Presented for Insurance Institute for Continuing Education, Seattle, WA:
"Analysis and Structuring of Umbrella Liability Coverage," 1980
"Arranging Excess Liability Insurance," 1982
"Establishing Deductibles and Self-Insured Retentions for Commercial Accounts," 1980
"Impact of New CGL Forms on Umbrellas," 1984
"The New ISO CGL Forms: Coverage Details," 1984

CPCU Society, Annual Meeting & Seminars, "Mock Trials" presented by the Consulting, Litigation & Expert Witness Section (various roles), 1995-2005.

"How to Acquire and Keep a Major Account," Warren, McVeigh & Griffin, (two-day seminar, various U.S. locations), 1979-80.

"How to Arrange and Analyze Umbrella and Excess Liability Programs," Insurance Agents & Brokers Association of the Pacific Northwest, Seattle, (one-day seminar), 1982.

"How to Avoid Errors & Omissions Placing the New ISO Liability Forms," Western Association of Insurance Brokers (one-day California seminar), 1985.

"How to Form & Operate A Risk Retention Group or Purchasing Group," The Insurance Journal, (two-day seminar, three locations), 1987.

"Order in the Court! The Insurance Professional as Consultant and Expert Witness in Litigation," CPCU Society, (one and one-half day seminar, various U.S. locations), 1992-97.

"Paradigm Shifts in Covering Property Damage Liability from Pollution," AAIMCO, 2016.

"Techniques for Improving Insurance Coverages," Warren, McVeigh & Griffin, (one-day seminar, various U.S. locations), 1979-80.

"Umbrella and Excess Liability Seminar," Insurance Agents and Brokers Association of Los Angeles (one-day seminar), 1981.

"Umbrella Liability Insurance: Arranging Coverage for the 1980's," Western Association of Insurance Brokers (California seminars), 1984.

OTHER SEMINARS AND PRESENTATIONS

Mr. Robertson has presented seminars or given speeches on a variety of insurance topics, preventing common causes of agent & broker E&O claims, and underwriting, to many organizations, including the following:

Anderson & Anderson Insurance Brokers
California Inland Empire Chapter, Society of CPCU
Charles Pankow Builders
El Paso Chapter, Society of CPCU
El Paso Independent Agents Association
Giddings, Corby & Hynes
Hospital Financial Managers Association, El Paso Chapter
Independent Agents & Brokers Association of San Fernando Valley
Independent Insurance Agents Association of California
Institute of Risk Management Consultants
Institutional Investor Risk Management Seminars
Insurance Agents & Brokers Association of Los Angeles
Insurance Agents & Brokers Association of the Pacific Northwest
Insurance Company Education Directors Society
Insurance Consultants Society
Insurance Education Association
Insurance Institute for Continuing Education
Insurance Services Office Seminar for Underwriters
Irvine Sunrise Exchange Club
Los Angeles Chapter, Society of CPCU
National Association of Fleet Administrators
Northern California Chapter, Society of CPCU
Oakland Association of Independent Insurance Agents
Orange County Bar Association, Insurance Section
Orange Empire Chapter, RIMS
Orange Empire Chapter, Society of CPCU
Reed Shaw Stenhouse & Partners, Ltd.
Risk & Insurance Management Society National Conference
Risk & Insurance Management Society Western Regional Conference
San Diego Chapter, Society of CPCU
Society of CPCU, Annual Meetings & Seminars
Society of Risk Management Consultants
Southern California Underwriters Association
Spokane Chapter, Society of CPCU
Unigard Insurance Group
Western Association of Insurance Brokers

ADAMS AND REESE LLP

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Louisiana
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South Carolina
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November 22, 2023

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RE: ***Supplemental Documents related to Covil***

Dear Counsel:

As you know, Penn National underwent a process to digitize its historic commercial lines policy documents through a vendor, BMI Imaging ("BMI"), and both Penn National and the Receiver have been provided with access to the database of those documents hosted by BMI in an electronically-searchable format. Additionally, recently, Penn National worked with BMI and the law firm of Ellis & Winters—the firm directed by the Court to "initiate and facilitate" the digitization process—to make the database more robust in terms of being searchable. As a result of those efforts, Penn National's historic commercial lines policy documents are also now being hosted by Ellis & Winters through its document management system, iPro, with access being provided to both Penn National and the Receiver.

We previously provided a link to documents located through searches of the recently-digitized documents as hosted by BMI for policy documents related to Covil Corp. ("Covil"). We have now performed a search of the recently-digitized documents as hosted by Ellis & Winters in iPro for policy documents related to Covil. The following link provides the documents located during that search:



https://goldbergsegalla.sharefile.com/d-s5fac1716628c4db8be9b18a620065f0f

Although the Receiver already has access to these documents through its access to the databases hosted by BMI as well as Ellis & Winters in iPro, please accept these documents as a supplemental document production in the above-referenced matter. Indeed, with respect to searches for general liability policies for Covil, Penn National's searches of the digitized microfiche have generated only the two already known general liability policies that exist for Covil – policy numbers 515 50 28 53 7 (policy period 03/31/1986 – 03/31/1987) and 515 50 28 53 8 (policy period 03/31/1987 – 03/31/1988). Also, please be advised that to the extent that improvements are made to the above-referenced databases, Penn National will continue to search the databases and provide any additional documents located related to Covil.

We understand the Receiver also continues to have the same access to these databases as Penn National. To the extent that the Receiver has located policy documents or identified policy numbers for policies it believes were issued by Penn National to Covil that might assist Penn National in its search, we would request that you please provide such information to Penn National.

As always, please feel free to reach out to discuss in more detail.

Very truly yours,

/s/ Kirby D. Shealy III
/s/ David G. Harris
/s/ Brady A. Yntema

2190107

POLICY NO SU 219 01 07 88-5
TYPE LAST DIGIT OF EXPIRATION YEAR

COMMERCIAL PROTECTION PACKAGE

PENNSYLVANIA NATIONAL...

Mutual Casualty INSURANCE COMPANY
2000 HENRY STREET HARRISBURG PENNSYLVANIA

REGIONAL OFFICE	LINE CLASS	IN LIEU OF
SERO	213 0000	New

Item 1. Insured's Name and Mailing Address (If Individual, Indicate Last Name First)

Covil Corporation, Inc.
P.O. Box 1804
Greenville, SC 29602

Item 2. Policy Period: From: March 31,1984 To: March 31,1985
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN

AGENCY	AGENCY NO.
J. A. J.Crain & Co.,Inc. Greenville, SC 29603	22 6729
	ISSUING DATE 4-23-84,1c
	AGENT'S COMM. %

SUMMARY OF INSURANCE

Item 3. Such insurance as is afforded under this package program is identified below by an [X]. Each coverage is subject to the terms and conditions of the individual policy forms contained herein

Fire and Allied Lines . . . . . [ ]	Workers' Compensation. . . . . [X]
Property–Liability Combination	Umbrella Liability . . . . . [ ]
Building . . . . . [ ]	Inland Marine
Contents . . . . . [ ]	Accounts Receivable . . . . . [ ]
Time Element . . . . . [ ]	Annual Transit . . . . . [ ]
Automobile . . . . . [ ]	Bailees' Customers . . . . . [ ]
General Liability . . . . . [ ]	Contractors' Equipment . . . . . [X]
Crime . . . . . [ ]	Equipment Dealers. . . . . [ ]
Boiler and Machinery . . . . . [ ]	Installation Floater. . . . . [ ]
General Liability	Motor Truck Cargo. . . . . [ ]
Comprehensive General Liability . . . . . [ ]	Others (specify) . . . . . [ ]
Premises Operations . . . . . [ ]	Others
Contractual . . . . . [ ]	Boiler and Machinery . . . . . [ ]
Completed Operations/Products . . . . . [ ]	Broad Form Storekeepers . . . . . [ ]
Premises Medical Payments . . . . . [ ]	Comprehensive Crime . . . . . [ ]
Others (specify) . . . . . [ ]	Comprehensive Glass . . . . . [ ]
Automobile	Mercantile Open Stock Burglary . . . . . [ ]
Automobile Liability . . . . . [X]	Mercantile Robbery . . . . . [ ]
Automobile Physical Damage . . . . . [X]	Storekeepers Burglary & Robbery . . . . . [ ]
Dealers' Physical Damage. . . . . [ ]	Others (specify) . . . . . [ ]
Garage Liability . . . . . [ ]	
Others (specify) . . . . . [ ]	
#0840	

FORM 70-82 (REV. 6/81)

HOME OFFICE COPY

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

Policy Number | Effective 3-31-84 Expiring | Issued to

Endorsement No. | Effective | Agent

Authorized Representative

COMMERCIAL PROTECTION PACKAGE
PREMIUM INSTALLMENT PAYMENT PLAN

It is agreed that the total of the premiums appearing on each individual coverage declarations page forming a part of this package is due and payable as follows:

	Date Payable	Amount Due
Deposit Premium	3-31-84 Policy Inception Date	16,566.
1st Interim Payment	4-30-84	4,515.
2nd Interim Payment	5-31-84	4,515.
3rd Interim Payment	6-30-84	4,515.
4th Interim Payment	7-31-84	4,515.
5th Interim Payment	8-31-84	4,515.
6th Interim Payment	9-30-84	4,515.
7th Interim Payment	10-31-84	4,515.
8th Interim Payment	11-30-84	4,515.
9th Interim Payment	12-31-84	4,515.
10th Interim Payment	1-31-85	4,515.
11th Interim Payment	2-28-85	4,515.

10) 475 101 34 20) 403 84 29

Total Amount Due $ 66,231.

The deposit p[illegible]um and all interim payments made by the Insured shall be credited against the policy premium as determined b[illegible]t of the appropriate coverages following the termination of the policy.

Installments are due on date indicated. Payment should be in the hands of the Agent by that date. Failure to remit when due can result in cancellation of policy.

30) 25000 5002 1118 40) 25 204 5041 1133 90) 1146 233 83 10) 8890 5073 1784 3471046 20) 513 1032 371

Form 70-8. (Rev. 11/81)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

Policy Number	Effective	Expiring	Issued to
		3-31-84	
Endorsement No		Effective	Agent

Authorized Representative

COMMERCIAL PROTECTION PACKAGE
SPECIAL NAMED INSURED ENDORSEMENT

It is agreed that the "named insured" under Item 1. of the Declarations is as follows:

Covil Corporation,Inc.
Covil Corporation,Inc. Jacksonville
Covil Residential Insulation,Inc.
Covil Construction Co.,Inc.(Dormant)
Travis Cash-Chairman of Board
Russell Johnson-President
Charles McWhorter-Vice President
C & J Realty Co.,Inc.

It is further agreed that all named insureds are owned and controlled by the same financial interest.

It is further agreed that the inclusion of more than one insured shall not operate to increase the limits of the Company's liability.

Form 70-84

Pennsylvania National Mutual Casualty Insurance Company

COMMERCIAL PROTECTION PACKAGE
AGENCY COMMISSION WORKSHEET

SL

Indicate all commission rates and premiums for each type of policy. If more space is required for commission rates applicable to one type of policy, compute additional commissions on blank spaces. *(This includes all premiums subject to special commissions.)*

POLICY NUMBER: 219.01-07.885

NAMED INSURED: Coril Corporation, Inc

POLICY PERIOD: 3-31-84 3-31-85

TYPE OF POLICY	PREMIUM	×	COMMISSION RATE	=	COMMISSION
FIRE AND ALLIED LINES	$	×		=	$
PROPERTY–LIABILITY COMBINATION	$	×		=	$
PROPERTY-LIABILITY COMBINATION	$	×		=	$
GENERAL LIABILITY	$	×		=	$
GENERAL LIABILITY	$	×		=	$
AUTOMOBILE	$ ~~16,344.~~ 14,881	×	17.5	=	$ 2,604.18 ~~2,852.68~~
AUTOMOBILE	$	×		=	$
AUTOMOBILE	$	×		=	$
AUTOMOBILE	$			=	$
AUTOMOBILE	$	×		=	$
WORKERS' COMPENSATION	$ 25,000.	×	10.0	=	$ 250.00
WORKERS' COMPENSATION	$ 25,204.	×	5.0	=	$ 1,260.20
WORKERS' COMPENSATION	$	×		=	$
INLAND MARINE	$ 1146.	×	20.0	=	$ 229.20
UMBRELLA LIABILITY	$	×		=	$
BURGLARY	$	×		=	$
GLASS	$	×		=	$
BOILER AND MACHINERY	$	×		=	$
PUBLIC OFFICIALS	$	×			
POLLUTION LIABILITY	$	×		=	$
	$	×		=	$
	$	×		=	$
	$	×		=	$
	$	×		=	$
	$	×		=	$
TOTAL PREMIUM	$ ~~67,167.~~ 66,231.		TOTAL COMMISSION	$ ~~4594.88~~ 4343.38	

Form 70-271 (Rev. 12-83)

White Copy - Home Office
Canary Copy - Agency
Pink Copy - Regional Office

13 MAY 07 '84

9 MAY 8 HOME OFFICE 1984

Pennsylvania National Mutual Casualty Insurance Company

PREMIUM CODE SHEET

PAGE 1 OF 11

13 MAY 10

POLICY IDENTIFICATION PREFIX	POLICY IDENTIFICATION NUMBER	AGENCY NUMBER	TRANSACTION MO	TRANSACTION DAY	TRANSACTION YR	TRANSACTION CODE
SU 219	010788	6729				1

KC	NAMED INSURED	POLICY EFFECTIVE MO	POLICY EFFECTIVE DAY	POLICY EFFECTIVE YR	POLICY EXPIRATION MO	POLICY EXPIRATION DAY	POLICY EXPIRATION YR	TERM	MAJOR LINE	RISK T	RISK C	RISK SIZE	PLAN	UV	LAS	BLX	STAT	PS	FORM	HOJ	REG	MKT PLAN	BIL
1	CIVIL CORPORATION INC	03	31	84	03	31	85	1	30	2	3	00001											

KC	MAILING ADDRESS	APARTMENT IDENTIFICATION
0	PO BOX 18014	

KC	CITY/STATE & ZIP CODE
2	GREENVILLE SC 29602

KC	LINE	TRANSACTION %	CONTROL PREMIUM	CONTROL ASSESSMENT/ SURCHARGE	COMM RATE	STATE	CANCEL TRANS	CANCEL REASON	SURCHARGE T	SURCHARGE DOLLARS	SURCHARGE CENTS	CPP TR	NJH	REINSURANCE PREMIUM	SPP	EMPLOYEE NUMBER
3	00		050204									1				00940
3	90		001146									1				
3	10		014881									1				
3																
3																
3																
3																
3																
3																

KC	LINE	CURRENT BILLING	AMOUNT PER BILLING	COMM RATE
5	00	05 00 2	1 8 1 8	100
5	00	05 04 1	1 1 3 3	050
5	90	02 23	00 08 3	200
5	10	05 07 3	00 34 7	175
5	20	01 03 2	00 37 1	175
5	10	00 10 1	00 03 4	100
5	20	00 84	00 29	100
5				
5				
5				
5				
5				
5				
5				
5				
5				
5				

KC	MATCH CODE	LINE	ITEM	CC	A PREMIUM	B PREMIUM	C PREMIUM	D PREMIUM	EXPOSURE	COMM RATE	TERM	RATE MOD	RATE DEP	CPP LINE
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

KC	MATCH CODE	LINE	CC	STATE	TERR	TAX TERR	TOP	SUBLINE	STATISTICAL INFORMATION	VEHICLE IDENTIFICATION NUMBER / ZIP CODE
6	001									
6	002									
6	003									
6	004									
6	005									
6	006									
6	007									
6	008									
6	009									
6	010									
6	011									

DATE CODED

REMARKS

1984 MAY 8 AM

TP MAY 11 1984 4

Form 60-43 (Rev. 10/83)

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688

Pennsylvania National Mutual Casualty Insurance Company

HOME OFFICE PREMIUM CODE SHEET

SEP 20

PAGE 1 OF 4

POLICY IDENTIFICATION PREFIX (5-7)	POLICY IDENTIFICATION NUMBER (8-13)	AGENCY NUMBER (14-17)	TRANSACTION MO (18-19)	TRANSACTION DAY (20-21)	TRANSACTION YR (22-23)	TRANSACTION CODE (24)
219	C10788	6729	04	12	84	4

GP

KC	NAMED INSURED	POLICY EFFECTIVE MO (49-50)	POLICY EFFECTIVE DAY (51-52)	POLICY EFFECTIVE YR (53-54)	POLICY EXPIRATION MO (55-56)	POLICY EXPIRATION DAY (57-58)	POLICY EXPIRATION YR (59-60)	TERM (61)	MAJOR LINE (62-63)	RISK T (64)	RISK SIZE (65-69)	PLAN (70)	DIV (71)	LAST (72)	BILL (73)	STAT (74)	P/S (75)	FORM (76)	REJ (77)	MKT PLAN (78-79)	BILL (80)
1																					

KC	MAILING ADDRESS	APARTMENT IDENTIFICATION
0		

CITY/STATE & ZIP CODE (26-38/39-48)
2 [redacted]

KC	LINE	TRANSACTION % (28-31)	CONTROL PREMIUM (32-37)	CONTROL ASSESSMENT/ SURCHARGE (38-41)	COMM RATE (42-44)	STATE (45-46)	CANCEL TRANS (47-48)	CANCEL REASON (49-50)	SURCHARGE T (51)	SURCHARGE DOLLARS (52-54)	SURCHARGE CENTS (55-56)	CPP TR (57)	N/R (58)	REINSURANCE PREMIUM (59-64)	EMPLOYEE NUMBER (66-69)	PROD'R ID (70-71)	CASE (72)	(73-80)
3	1	10	1	6	C	C	X	U	C	1	0	0		4		9840		
3																		
3																		
3																		
3																		
3																		
3																		
3																		
3																		

KC	MATCH CODE (26-28)	LINE (29-30)	ITEM (31-32)	CC (33)	A PREMIUM (34-38)	B PREMIUM (39-43)	C PREMIUM (44-47)	D PREMIUM (48-51)	EXPOSURE (52-58)	COMM RATE (59-61)	TERM (62)	RATE MOD (63-65)	RATE DEP (66-68)	CPP LINE (69-70)
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

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DATE CODED

REMARKS

KC	MATCH CODE (26-28)	LINE (29-30)	[redacted] (31)	CC (32)	STATE (33-34)	TERR (35-37)	TAX TERR (38-41)	TOP (42-43)	SUBLINE (44-46)	STATISTICAL INFORMATION (47-70)	VEHICLE IDENTIFICATION NUMBER / ZIP CODE (71-80)
6	001										
6	002										
6	003										
6	004										
6	005										
6	006										
6	007										
6	008										
6	009										
6	010										
6	011										

TAB JAN 22 1985 26

Form 60-43 (Rev. 5/84)

Pennsylvania National Mutual Casualty Insurance Company

POLICY IDENTIFICATION PREFIX (5-7)	POLICY IDENTIFICATION NUMBER (8-13)	AGENCY NUMBER (14-17)	TRANSACTION MO (18-19)	TRANSACTION DAY (20-21)	TRANSACTION YR (22-23)	TRANSACTION CODE (24)
219	010788	6729	05	11	84	4

HOME OFFICE PREMIUM CODE SHEET

KC	NAMED INSURED	POLICY EFFECTIVE MO (49-50)	POLICY EFFECTIVE DAY (51-52)	POLICY EFFECTIVE YR (53-54)	POLICY EXPIRATION MO (55-56)	POLICY EXPIRATION DAY (57-58)	POLICY EXPIRATION YR (59-60)	TERM (61)	MAJOR LINE (62-63)	RISK T (64)	RISK C (65)	RISK SIZE (66-67)	PLAN (70)	DIV (71)	LAS (72)	DEL (73)	STAT (74)	P/S (75)	FORM (76)	REV NO (77)	MKT PLAN (78-79)	BIL (80)
1																						

KC	MAILING ADDRESS	APARTMENT IDENTIFICATION	CITY/STATE & ZIP CODE (26-39-46)
0			
2			[redacted]

KC	LINE	TRANSACTION %	CONTROL PREMIUM	CONTROL ASSESSMENT/ SURCHARGE	COMM RATE	STATE	CANCEL TRANS	CANCEL REASON	SURCHARGE T	SURCHARGE DOLLARS	SURCHARGE CENTS	CPP YR	N/R	REINSURANCE PREMIUM	SPP	EMPLOYEE NUMBER	MOD'R ID	
3	1	100	8181	000403								24				0840		
3																		
3																		
3																		
3																		
3																		
3																		
3																		
3																		

KC	MATCH CODE	LINE	ITEM	CC	A PREMIUM	B PREMIUM	C PREMIUM	D PREMIUM	EXPOSURE	COMM RATE	TRM	RATE MOD	RATE DEP	CPP LINE
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

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DATE CODED

REMARKS

KC	MATCH CODE	LINE	X	CC	STATE	TERR	TAX TERR	FOP	SUBLINE	STATISTICAL INFORMATION	VEHICLE IDENTIFICATION NUMBER / ZIP CODE
6	001										
6	002										
6	003										
6	004										
6	005										
6	006										
6	007										
6	008										
6	009										
6	010										
6	011										

[redacted]

SU29 01 87

88

Pennsylvania National Mutual Casualty Insurance Company

HOME OFFICE PREMIUM CODE SHEET

POLICY IDENTIFICATION: PREFIX 219 NUMBER 0010088 | AGENCY NUMBER 6724 | TRANSACTION MO 12 DAY 31 YR 84 CODE

KC	NAMED INSURED	POLICY EFFECTIVE MO	DAY	YR	POLICY EXPIRATION MO	DAY	YR	TERM	MAJOR LINE	RISK T	C	SIZE	PAM	DIV	AGS	DEX	SAM	PHS	FOR	REM	MKT PLAN	BILL
1																						

KC	MAILING ADDRESS	APARTMENT IDENTIFICATION	CITY/STATE & ZIP CODE
2			

KC	LINE	TRANSACTION %	CONTROL PREMIUM	CONTROL ASSESSMENT/ SURCHARGE	COMM RATE	STATE	CANCEL TRANS	CANCEL REASON	SURCHARGE T	SURCHARGE DOLLARS	SURCHARGE CENTS	CPP TR	NTR	REINSURANCE PREMIUM	SPP	EMPLOYEE NUMBER	PROD'R ID	SYM
3			10 11000 00 1229									4						
3																		
3																		
3																		
3																		
3																		
3																		
3																		
3																		

KC	MATCH CODE	LINE	ITEM	CC	A PREMIUM	B PREMIUM	C PREMIUM	D PREMIUM	EXPOSURE	COMM RATE	TERM	RATE MOD	RATE DEP	OPT LIB
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

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DATE CODED

REMARKS

invalid end date
5148

KC	MATCH CODE	LINE	CC	STATE	TERR	TAX TERR	TOR	SUBLINE	STATISTICAL INFORMATION	VEHICLE IDENTIFICATION NUMBER / ZIP CODE
6	001									
6	002									
6	003									
6	004									
6	005									
6	006									
6	007									
6	008									
6	009									
6	010									
6	011									

TAB FEB 19 1985 10

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Form 60-43 (Rev. 5-74)

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Pennsylvania National Mutual Casualty Insurance Company

HOME OFFICE PREMIUM CODE SHEET

PAGE 1 OF 2

POLICY IDENTIFICATION PREFIX	POLICY IDENTIFICATION NUMBER	AGENCY NUMBER	TRANSACTION MO	TRANSACTION DAY	TRANSACTION YR	TRANSACTION CODE
219	010088	6729	12	31	84	

KC	NAMED INSURED	POLICY EFFECTIVE MO	POLICY EFFECTIVE DAY	POLICY EFFECTIVE YR	POLICY EXPIRATION MO	POLICY EXPIRATION DAY	POLICY EXPIRATION YR	TERM	MAJOR LINE	RISK T	RISK C	RISK SIZE	PLAN	DIV	LAS	DELX	STAT	PIS	FORM	REJ	MKT PLAN	BILL
25	26-47	48-50	51-52	53-54	55-56	57-58	59-60	61	62-63	64	65	66-69	70	71	72	73	74	75	76	77	78-79	80
1																						

KC	MAILING ADDRESS	APARTMENT IDENTIFICATION
25	26-47	48-71
0		

KC	CITY/STATE & ZIP CODE
25	26-32/39-48
2	

KC	LINE	TRANSACTION	CONTROL PREMIUM	CONTROL ASSESSMENT/ SURCHARGE	COMM RATE	STATE	CANCEL TRANS	CANCEL REASON	SURCHARGE T	SURCHARGE DOLLARS	SURCHARGE CENTS	CPP TR	N/R	REINSURANCE PREMIUM	SPP	EMPLOYEE NUMBER	PROD'R ID	CLASS
25	26-27	28-31	32-37	38-41	42-44	45-46	47-48	49-50	51	52-54	55-56	57	58	59-64	65	66-69	70-71	72
3	10	1000	001229									4						
3																		
3																		
3																		
3																		
3																		
3																		
3																		
3																		

KC	MATCH CODE	LINE	ITEM	CC	A PREMIUM	B PREMIUM	C PREMIUM	D PREMIUM	EXPOSURE	COMM RATE	TERM	RATE MOD	RATE DEP	CPP LINE
25	26-28	29-30	31-32	33	34-38	39-43	44-47	48-51	52-56	57-61		62-65	66-68	69-70
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

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FEB 18 1985

DATE CODED

REMARKS

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5/1-84

KC	MATCH CODE	LINE	X	CC	STATE	TERR	TAX TERR	TOP	SUBLINE	STATISTICAL INFORMATION	VEHICLE IDENTIFICATION NUMBER / ZIP CODE
25	26-28	29	30	31	32	33-34	35-37	38-41	42-43	44-46	47-70	71-80
6	001											
6	002											
6	003											
6	004											
6	005											
6	006											
6	007											
6	008											
6	009											
6	010											
6	011											

TAB FEB 19 1985 18

Form 60-43 (Rev. 5/84)

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Pennsylvania National Mutual Casualty Insurance Company

POLICY IDENTIFICATION	
PREFIX (5-7)	NUMBER (8-13)
SA	219 010788

AGENCY NUMBER (14-17)
6729

TRANSACTION			
MO (18-19)	DAY (20-21)	YR (22-23)	CODE (24)
01	01	85	7

HOME OFFICE PREMIUM CODE SHEET

PAGE 1 OF 2

KC	NAMED INSURED	POLICY EFFECTIVE MO	POLICY EFFECTIVE DAY	POLICY EFFECTIVE YR	POLICY EXPIRATION MO	POLICY EXPIRATION DAY	POLICY EXPIRATION YR	TER/R	MAJOR LINE	RISK T	RISK C	RISK SIZE	PLAN	DIV	LOSS REL	EXAM	STAT	P/S	SPEC MKT	RED	MKT PLAN	ALL
25	26-48	49-50	51-52	52-54	55-56	57-58	59-60	61	62-63	64	65	66-69	70	71	72	75	74	75	76	77	78-79	80
1																						

KC	MAILING ADDRESS	APARTMENT IDENTIFICATION
25	26-48	49-71
0		

KC	CITY/STATE & ZIP CODE
25	26-39-48
2	

KC	LINE	TRANSACTION %	CONTROL PREMIUM	CONTROL ASSESSMENT/ SURCHARGE	COMM RATE	STATE	CANCEL TRANS	CANCEL REASON	SURCHARGE T	SURCHARGE DOLLARS	SURCHARGE CENTS	CPP TR	N/R	REINSURANCE PREMIUM	SPP	EMPLOYEE NUMBER	PROD'R ID	
25	26-27	28-31	32-37	38-43	44-46	46-46	47-48	49-50	51	52-54	55-56	57	58	59-64	65	66-69	70-71	72
3	10	1000	05056									7				5495		
3																		
3																		
3																		
3																		
3																		
3																		
3																		
3																		

KC	MATCH CODE	LINE	ITEM	CC	A PREMIUM	B PREMIUM	C PREMIUM	D PREMIUM	EXPOSURE	COMM RATE	TERM	RATE MOD	RATE DEP	CPP LINE
25	26-28	29-30	31-32	33	34-38	39-43	44-47	48-51	52-58	59-61	62	63-65	66-68	69-70
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

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DATE CODED 12-04 1985

REMARKS

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12-31-84

KC	MATCH CODE	LINE	X	CC	STATE	TERR	TAX TERR	TOP	SUBLINE	STATISTICAL INFORMATION	VEHICLE IDENTIFICATION NUMBER / ZIP CODE
25	26-29	29-30	31	32	33-34	35-37	38-41	42-43	44-46	47-70	71-80
6	001										
6	002										
6	003										
6	004										
6	005										
6	006										
6	007										
6	008										
6	009										
6	010										
6	011										

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Form 60-43 (Rev. 5/84)

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Pennsylvania National Mutual Casualty Insurance Company

POLICY IDENTIFICATION PREFIX (5-7)	POLICY IDENTIFICATION NUMBER (8-13)	AGENCY NUMBER (14-17)	TRANSACTION MO (18-19)	TRANSACTION DAY (20-21)	TRANSACTION YR (22-23)	TRANSACTION CODE (24)
219	010088	6729	01	02	85	4

HOME OFFICE PREMIUM CODE SHEET

KC	NAMED INSURED (26-48)	POLICY EFFECTIVE MO (49-50)	POLICY EFFECTIVE DAY (51-52)	POLICY EFFECTIVE YR (53-54)	POLICY EXPIRATION MO (55-56)	POLICY EXPIRATION DAY (57-58)	POLICY EXPIRATION YR (59-60)	TERM (61)	MAJOR LINE (62-63)	RISK T (64)	RISK C (65)	RISK SUB (66-69)	PLAN (70)	DIV (71)	LOB (72)	BLKT (73)	STAT (74)	P/S (75)	FORM (76)	REJ (77)	MKT PLAN (78-79)	BILL (80)
1																						

KC	MAILING ADDRESS (26-48)	APARTMENT IDENTIFICATION (49-71)
0		

KC	CITY/STATE & ZIP CODE (26-38/39-48)
2	

KC	LINE	TRANSACTION % (28-31)	CONTROL PREMIUM (32-37)	CONTROL ASSESSMENT/ SURCHARGE (38-41)	COMM RATE (42-44)	STATE (45-46)	CANCEL TRANS (47-48)	CANCEL REASON (49-50)	SURCHARGE T (51)	SURCHARGE DOLLARS (52-54)	SURCHARGE CENTS (55-56)	CPP TR (57)	NR (58)	REINSURANCE PREMIUM (59-64)	SPP (65)	EMPLOYEE NUMBER (66-69)	PROD'R ID (70-71)	CARR (72)	(73-80)
3		00	000084	05								4				0285			
3		10	000088	23								4				0840			
3																			
3																			
3																			
3																			
3																			
3																			
3																			

KC	MATCH CODE (26-28)	LINE (29-30)	ITEM (31-32)	CC (33)	A PREMIUM (34-38)	B PREMIUM (39-43)	C PREMIUM (44-47)	D PREMIUM (48-51)	EXPOSURE (52-55)	COMM RATE (59-61)	TERM (62)	RATE MOD (63-65)	RATE DEP (66-68)	CPP LINE (69-70)
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

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REMARKS

KC	MATCH CODE (26-28)	LINE (29-30)	X (31)	CC (32)	STATE (33-34)	TERR (35-37)	TAX TERR (38-41)	TOP (42-43)	SUBLINE (44-46)	STATISTICAL INFORMATION (47-70)	VEHICLE IDENTIFICATION NUMBER / ZIP CODE (71-80)
6	001										
6	002										
6	003										
6	004										
6	005										
6	006										
6	007										
6	008										
6	009										
6	010										
6	011										

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88

PENNSYLVANIA NATIONAL Mutual Casualty INSURANCE COMPANY

POLICY IDENTIFICATION PREFIX (5-7)	POLICY IDENTIFICATION NUMBER (8-13)	AGENCY NUMBER (14-17)	TRANSACTION MO (18-19)	TRANSACTION DAY (20-21)	TRANSACTION YR (22-23)	TRANSACTION CODE (24)
219	0107 88	6729	01	02	85	4

HOME OFFICE PREMIUM CODE SHEET

PAGE 1 OF 2

NAMED INSURED (26-48)	POLICY EFFECTIVE MO (49-50)	POLICY EFFECTIVE DAY (51-52)	POLICY EFFECTIVE YR (53-54)	POLICY EXPIRATION MO (55-56)	POLICY EXPIRATION DAY (57-58)	POLICY EXPIRATION YR (59-60)	TERM (61)	MAJOR LINE (62-63)	RISK T (64)	RISK C (65)	RISK SIZE (66-69)	PLAN (70)	DIV (71)	LAS (72)	BILL (73)	STAT (74)	P/S (75)	FORM (76)	NOT (77)	MKT PLAN (78-79)	BILL (80)

MAILING ADDRESS (26-48)	APARTMENT IDENTIFICATION (50-71)	CITY/STATE & ZIP CODE (25-38/39-48)
		2 [redacted] 7[redacted]

LINE (25-27)	TRANSACTION % (28-31)	CONTROL PREMIUM (32-37)	CONTROL ASSESSMENT/ SURCHARGE (38-41)	COMM RATE (42-44)	STATE (45-46)	CANCEL TRANS (47-48)	CANCEL REASON (49-50)	SURCHARGE DOLLARS (51-54)	SURCHARGE CENTS (55-56)	CPP TR (57)	N/R (58)	REINSURANCE PREMIUM (59-64)	SPP (65)	EMPLOYEE NUMBER (66-69)	PROD'R ID (70-71)	CSR (72)	(73-80)
10	10006	000100								4				0840			

TAB MAY 13 1985 3

MATCH CODE (26-28)	LINE (29-30)	ITEM (31-32)	C C (33)	A PREMIUM (34-38)	B PREMIUM (39-43)	C PREMIUM (44-47)	D PREMIUM (48-51)	EXPOSURE (52-58)	COMM RATE (59-61)	TERM (62)	RATE MOD (63-65)	RATE DEP (66-68)	CPP LINE (69-70)
001													
002													
003													
004													
005													
006													
007													
008													
009													
010													
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DATE CODED

REMARKS

TAB MAY 9 1985

MATCH CODE (26-28)	LINE (29-30)	X (31)	C C (32)	STATE (33-34)	TERR (35-37)	TAX TERR (38-41)	TOP (42-43)	SUBLINE (44-46)	STATISTICAL INFORMATION (47-70)	VEHICLE IDENTIFICATION NUMBER / ZIP CODE (71-80)
001										
002										
003										
004										
005										
006										
007										
008										
009										
010										
011										

TAB MAY 9 1985 14

60-43 (5/84)

Pennsylvania National Mutual Casualty Insurance Company

SU

POLICY IDENTIFICATION PREFIX (5-7)	POLICY IDENTIFICATION NUMBER (8-13)	AGENCY NUMBER (14-17)	TRANSACTION MO (18-19)	TRANSACTION DAY (20-21)	TRANSACTION YR (22-23)	TRANSACTION CODE (24)
219	010788	6729	01	02	85	4

HOME OFFICE PREMIUM CODE SHEET

PAGE 1 OF 2

NAMED INSURED (25-47)	POLICY EFFECTIVE MO (48-50)	POLICY EFFECTIVE DAY (51-52)	POLICY EFFECTIVE YR (53-54)	POLICY EXPIRATION MO (55-56)	POLICY EXPIRATION DAY (57-58)	POLICY EXPIRATION YR (59-60)	TERM (61)	MAJOR LINE (62-63)	RISK T (64)	RISK C (65)	RISK SIZE (66-69)	PLAN (70)	DIV (71)	LAST BILL (72)	BLK (73)	STAT (74)	P/S (75)	FORM (76)	MOD (77)	MKT PLAN (78-79)	BILL (80)

MAILING ADDRESS (25-48)	APARTMENT IDENTIFICATION (49-71)	CITY/STATE & ZIP CODE (25-48)
		2

LINE (25-27)	TRANSACTION % (28-31)	CONTROL PREMIUM (32-37)	CONTROL ASSESSMENT/ SURCHARGE (38-41)	COMM RATE (42-44)	STATE (45-46)	CANCEL TRANS (47-48)	CANCEL REASON (49-50)	SURCHARGE T (51)	SURCHARGE DOLLARS (52-54)	SURCHARGE CENTS (55-56)	CPP TR (57)	N/R (58)	REINSURANCE PREMIUM (59-64)	SPP (65)	EMPLOYEE NUMBER (66-69)	PROD'R ID (70-71)	CLASS (72)	(73-80)
110	100	000100									4				0840			

TAB MAY 13 1985 3

MATCH CODE (26-28)	LINE (29-30)	ITEM (31-32)	CC (33)	A PREMIUM (34-38)	B PREMIUM (39-43)	C PREMIUM (44-48)	D PREMIUM (49-53)	EXPOSURE (54-58)	COMM RATE (59-61)	TERM (62)	RATE MOD (63-65)	RATE DEP (66-68)	CPP LINE (69-70)
001													
002													
003													
004													
005													
006													
007													
008													
009													
010													
011													

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DATE CODED

REMARKS

TAB MAY 9 1985

MATCH CODE (26-28)	LINE (29-30)	X (31)	CC (32)	STATE (33-34)	TERR (35-37)	TAX TERR (38-41)	TOP (42-43)	SUBLINE (44-48)	STATISTICAL INFORMATION (49-70)	VEHICLE IDENTIFICATION NUMBER / ZIP CODE (71-80)
001										
002										
003										
004										
005										
006										
007										
008										
009										
010										
011										

TAB MAY 9 1985 14

60-43 (Rev. 5/84)

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Pennsylvania National Mutual Casualty Insurance Company

HOME OFFICE
PREMIUM CODE SHEET

PAGE 1 OF 2

POLICY IDENTIFICATION PREFIX	POLICY IDENTIFICATION NUMBER	AGENCY NUMBER	TRANSACTION MO	TRANSACTION DAY	TRANSACTION YR	TRANSACTION CODE
SU	2T9 010758	6729	01	02	85	4

KC	NAMED INSURED	POLICY EFFECTIVE MO	POLICY EFFECTIVE DAY	POLICY EFFECTIVE YR	POLICY EXPIRATION MO	POLICY EXPIRATION DAY	POLICY EXPIRATION YR	TERM	MAJOR LINE	T	C	RISK SIZE	PLN	DIV	LAS	BILL	STAT	PST	FORM	ROJ	MKT PLAN	BIL
1																						

KC	MAILING ADDRESS	APARTMENT IDENTIFICATION	CITY/STATE & ZIP CODE
2			

KC	LINE	TRANSACTION %	CONTROL PREMIUM	CONTROL ASSESSMENT/ SURCHARGE	COMM RATE	STATE	CANCEL TRANS	CANCEL REASON	SURCHARGE T	SURCHARGE DOLLARS	SURCHARGE CENTS	CPP TR	NR	REINSURANCE PREMIUM	SPP	EMPLOYEE NUMBER	PROD'R ID	
3	10	100	50207									4						
3																		
3																		
3																		
3																		
3																		

KC	MATCH CODE	LINE	ITEM	CC	A PREMIUM	B PREMIUM	C PREMIUM	D PREMIUM	EXPOSURE	COMM RATE	TRM	RATE MOD	RATE DEP	CPP LINE
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

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DATE CODED

REMARKS

Est. date
" "

TAB JUN -3 1985 24

KC	MATCH CODE	LINE	X	CC	STATE	TERR	TAX TERR	TOP	SUBLINE	STATISTICAL INFORMATION	VEHICLE IDENTIFICATION NUMBER / ZIP CODE
6	001										
6	002										
6	003										
6	004										
6	005										
6	006										
6	007										
6	008										
6	009										
6	010										
6	011										

TAB APR 15 1985 24

TAB APR 1985 2

MAY 10 '85 ERROR LIST MAY 07 '85

MAY 31

APR 19 '85 ERROR LIST APR 02 '85

APR 30 '85 ERROR LIST APR 18 '85

Form 6C-43 (Rev. 5/84)

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88

Pennsylvania National Mutual Casualty Insurance Company

POLICY IDENTIFICATION PREFIX (5-7)	POLICY IDENTIFICATION NUMBER (8-13)	AGENCY NUMBER (14-17)	TRANSACTION MO (19-21)	TRANSACTION DAY (21-23)	TRANSACTION YR (22-23)	TRANSACTION CODE (24)
219	010788	4729	03	28	85	4

HOME OFFICE PREMIUM CODE SHEET

PAGE 1 OF 2

KC	NAMED INSURED (26-48)	POLICY EFFECTIVE MO (49-50)	POLICY EFFECTIVE DAY (51-52)	POLICY EFFECTIVE YR (53-54)	POLICY EXPIRATION MO (55-56)	POLICY EXPIRATION DAY (57-58)	POLICY EXPIRATION YR (59-60)	TERM (61)	MAJOR LINE (62-63)	RISK T (64)	RISK C (65)	RISK SIZE (66-69)	PLAN (70)	DIV (71)	LAS (72)	BILLS (73)	STAT (74)	PIF (75)	FORM (76)	REJ (77)	MKT PLAN (78-79)	BILL (80)
1																						

KC	MAILING ADDRESS (26-48)	APARTMENT IDENTIFICATION (49-71)	CITY/STATE & ZIP CODE (26-38;39-48)
0			
2			

KC	LINE (26-27)	TRANSACTION % (28-31)	CONTROL PREMIUM (32-37)	CONTROL ASSESSMENT/ SURCHARGE (38-41)	COMM RATE (42-44)	STATE (45-46)	CANCEL TRANS (47-48)	CANCEL REASON (49-50)	SURCHARGE T (51)	SURCHARGE DOLLARS (52-54)	SURCHARGE CENTS (55-56)	CPP TR (57)	N/R (58)	REINSURANCE PREMIUM (59-64)	SPP (65)	EMPLOYEE NUMBER (66-69)	PROD'R ID (70-71)	CONV (72)	(73-80)
3		101000	X00285									24				5495			
3																			
3																			
3																			
3																			
3																			
3																			
3																			
3																			

KC	MATCH CODE (26-28)	LINE (29-30)	ITEM (31-33)	CC (34)	A PREMIUM (34-38)	B PREMIUM (39-43)	C PREMIUM (44-47)	D PREMIUM (48-51)	EXPOSURE (52-59)	COMM RATE (59-61)	TERM (62)	RATE MOD (63-65)	RATE DEP (66-68)	CPP LINE (69-70)
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

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DATE CODED

REMARKS

KC-6 - NO KC-3 NAT LINE

KC	MATCH CODE (26-28)	LINE (29-30)	X (31)	CC (32)	STATE (33-34)	TERR (35-37)	TAX TERR (38-41)	TOP (42-43)	SUBLINE (44-46)	STATISTICAL INFORMATION (47-70)	VEHICLE IDENTIFICATION NUMBER / ZIP CODE (71-80)
6	001										
6	002										
6	003										
6	004										
6	005										
6	006										
6	007										
6	008										
6	009										
6	010										
6	011										

TAB MAY 16 1985 3

Card data

TAB JUN 11 1985 3

TAB MAR 7 1985 10

'85 ERROR LIST MAY 16 '85

Form 60-43 (Rev. 5/84)

SU21901088

HOME OFFICE PREMIUM CODE SHEET

PAGE 1 OF 2

POLICY IDENTIFICATION PREFIX 219 NUMBER 0100188

AGENCY NUMBER 6729

TRANSACTION MO 04 DAY 02 YR 85 CODE 54

NAMED INSURED | POLICY EFFECTIVE MO DAY | POLICY EXPIRATION MO DAY YR | MAJ/DR USE | T | C | AGE | SEX | SEAT PLAN

MAILING ADDRESS | APARTMENT IDENTIFICATION | CITY/STATE & ZIP CODE

LINE	TRANSACTION %	CONTROL PREMIUM	CONTROL AGENCY/CLIENT SUBSIDIARY	COMM RATE	STATE	CANCEL TRANS	CANCEL REASON	T	SURCHARGE DOLLARS	SURCHARGE CENTS	CPP	NR	REINSURANCE PREMIUM	WPP	EMPLOYEE NUMBER	PROD'R ID
3	100	100000	01/224								4					

LINE	ITEM	CC	A PREMIUM	B PREMIUM	C PREMIUM	D PREMIUM	EXPOSURE	COMM RATE	I	RATE MOD	RATE DEP	CPP LINE
4	001											
4	002											
4	003											
4	004											
4	005											
4	006											
4	007											
4	008											
4	009											
4	010											
4	011											

LINE	C	STATE	TERR	TAX TERR	TOP	SUBLINE	STATISTICAL INFORMATION	VEHICLE IDENTIFICATION NUMBER	ZIP CODE
6	001								
6	002								
6	003								
6	004								
6	005								
6	006								
6	007								
6	008								
6	009								
6	010								
6	011								

Form 60-43 (Rev. 5-84)

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MAY 16 '85 ERROR LIST MAY 06 '85

DATE CODED

REMARKS Loss time before invalid end date

5-1-85

TAB FEB 20 1985 18

TAB MAY 2 1985 12

MAY 02 '85 ERROR LIST MAY 07 '85

TAB MAY 31 1985 16

MAY 30 '85 ERROR LIST MAY 17 '85

Sy 2,90107 88

PENNSYLVANIA NATIONAL... Mutual Casualty INSURANCE COMPANY

AUDIT BILL

REGIONAL OFFICE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SERO 015	SU219 01 07 88-5	3-31-84	3-31-85

AGENCY	AGENCY NUMBER	PROD'R ID	COVERAGE PERIOD FROM	TO
Sam J. Crain & Co.,Inc.	22-6729		3-31-84	3-31-85

INSURED	EMPLOYEE NUMBER	DATE ISSUED
Covil Corporation,Inc.	8053	6-10-85 cc

MAILING ADDRESS (NUMBER, STREET)
P.O. Box 1804

CITY, STATE, ZIP CODE
Greenville, S.C. 29602

STATE	CODE	OPERATIONS CLASSIFICATION DESCRIPTION	KEY	PREMIUM BASES	BODILY INJURY/COMPENSATION COMBINED SINGLE LIMITS RATE	BODILY INJURY/COMPENSATION COMBINED SINGLE LIMITS PREMIUM	PROPERTY DAMAGE RATE	PROPERTY DAMAGE PREMIUM *
		AU219 01 07 88-5				16856.		
		IM219 01 07 88-5				1146.		
		WC219 01 07 88-5				83328.		
				LOSS CONSTANT				
				EXPENSE CONSTANT				

TOTAL COST OF INSURANCE	101346.
LESS: AMOUNT PREVIOUSLY CHARGED	78388.
DEBIT OR CREDIT (CR) AGENTS ACCOUNT **	22952.

** Indicate (If Applicable) Surcharge Type and Amount Included in Debit/Credit: Type:_____ Amt:_____

If Debit/Credit Amount Includes More Than One Surcharge/Tax, Breakout by Type and Amt:

Type:_____ Amt:_____
Type:_____ Amt:_____
Type:_____ Amt:_____

KEY

(a) Area (sq. ft.)	(g) Sales	(m) Tons
(b) Frontage	(h) Cost of Hire	(n) Acres
(c) Remuneration	(i) Admissions	(o) Population
(d) Receipts	(j) Gallons	(p) Others
(e) No. Units	(k) Fillings	
(f) Cost	(l) Pounds	

DIVIDEND INFORMATION (IF APPLICABLE)

LINE	STATE	PREM. SUBJ. TO DIVIDEND	% DIVIDEND	DIVIDEND AMOUNT

* ON COMPENSATION STATEMENTS, FIGURES IN LAST COLUMN FOR HOME OFFICE USE ONLY.

Form 35-45 (Rev. 11/84)

HOME OFFICE COPY

Pennsylvania National Mutual Casualty Insurance Company

POLICY IDENTIFICATION	
PREFIX (5-7)	NUMBER (8-13)
SU 219	010788

AGENCY NUMBER (14-17)
6729

TRANSACTION			
MO (19-19)	DAY (20-21)	YR (22-23)	CODE (24)
03	30	85	3

HOME OFFICE PREMIUM CODE SHEET

PAGE 1 OF 3

KC	NAMED INSURED	POLICY EFFECTIVE MO	DAY	YR	POLICY EXPIRATION MO	DAY	YR	TERM	MAJOR LINE	RISK T	C	SIZE	PLAN	DIV	LAS	BILL	STAT	P/S	FORM	RPJ	MKT PLAN	BILL
25	26-27 28-29 30-31 32-33 34-35 36-37 38-39 40-41 42-43 44-45 46-47 48	49-50	51-52	53-54	55-56	57-58	59-60	61	62-63	64	65	66-69	70	71	72	73	74	75	76	77	78-79	80
1																						

KC	MAILING ADDRESS	APARTMENT IDENTIFICATION
25	26-27 28-29 30-31 32-33 34-35 36-37 38-39 40-41 42-43 44-45 46-47 48	49-50 51-52 53-54 55-56 57-58 59-60 61-62 63-64 65-66 67-68 69-70 71
0		

CITY/STATE & ZIP CODE
25 26-38/39-48
2

KC	LINE	TRANSACTION %	CONTROL PREMIUM	CONTROL ASSESSMENT/ SURCHARGE	COMM RATE	STATE	CANCEL TRANS	CANCEL REASON	SURCHARGE T	SURCHARGE DOLLARS	SURCHARGE CENTS	CPP TR	N/R	REINSURANCE PREMIUM	SPP	EMPLOYEE NUMBER	PROD'R ID	73-80
25	26-27	28-31	32-37	38-41	42-44	45-46	47-48	49-50	51	52-54	55-56	57	58	59-64	65	66-69	70-71	72
3	10	1000	100967									3				8053		
3	00	1000	23949									3				8053		
3																		
3																		
3																		
3																		
3																		
3																		
3																		

KC	MATCH CODE	LINE	ITEM	CC	A PREMIUM	B PREMIUM	C PREMIUM	D PREMIUM	EXPOSURE	COMM RATE	TERM	RATE MOD	RATE DEP	CPP LINE
25	26-28	29-30	31-32	33	34-38	39-43	44-47	48-51	52-58	59-61	62	63-65	66-68	69-70
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

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KC	MATCH CODE	LINE	X	CC	STATE	TERR	TAX TERR	TOP	SUBLINE	STATISTICAL INFORMATION	VEHICLE IDENTIFICATION NUMBER / ZIP CODE
25	26-28	29-30	31	32	33-34	35-37	38-41	42-43	44-46	47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70	71 72 73 74 75 76 77 78 79 80
6	001										
6	002										
6	003										
6	004										
6	005										
6	006										
6	007										
6	008										
6	009										
6	010										
6	011										

TAB JUN 21 1985 24

Form 60-43 (Rev. 5/84)

SU219 0107

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Pennsylvania National Mutual Casualty Insurance Company

POLICY IDENTIFICATION	
PREFIX (5-7)	NUMBER (8-13)
219	010788

AGENCY NUMBER (14-17)
6729

TRANSACTION			
MO (19-19)	DAY (20-21)	YR (22-23)	CODE (24)
03	31	85	4

HOME OFFICE PREMIUM CODE SHEET

PAGE 1 OF 2

KC	NAMED INSURED (26-48)	POLICY EFFECTIVE MO (49-50)	DAY (51-52)	YR (53-54)	POLICY EXPIRATION MO (55-56)	DAY (57-58)	YR (59-60)	TERM (61)	MAJOR LINE (62-63)	RISK T (64)	C (65)	SIZE (66-69)	PLAN (70)	DIV (71)	LAS (72)	BUS (73)	SEX (74)	PIS (75)	FORM (76)	REJ (77)	MKT PLAN (78-79)	BUS (80)
25	26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48	49-50	51-52	53-54	55-56	57-58	59-60	61	62-63	64	65	66-69	70	71	72	73	74	75	76	77	78-79	80
1																						

KC	MAILING ADDRESS (26-48)	APARTMENT IDENTIFICATION (49-71)
25	26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48	49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71
0		

CITY/STATE & ZIP CODE (25-48)
25 26-32 33-48
2

KC	LINE (26-27)	TRANSACTION % (28-31)	CONTROL PREMIUM (32-37)	CONTROL ASSESSMENT/ SURCHARGE (38-41)	COMM RATE (42-44)	STATE (45-46)	CANCEL TRANS (47-48)	CANCEL REASON (49-50)	SURCHARGE T (51)	SURCHARGE DOLLARS (52-54)	SURCHARGE CENTS (55-56)	CPP TR (57)	N/R (58)	REINSURANCE PREMIUM (59-64)	SPP (65)	EMPLOYEE NUMBER (66-69)	PROD'R ID (70-71)	CONT (72)	(73-80)
25	26-27	28-31	32-37	38-41	42-44	45-46	47-48	49-50	51	52-54	55-56	57	58	59-64	65	66-69	70-71	72	73-80
3		10	100	00	C06							4				8053			
3																			
3																			
3																			
3																			
3																			
3																			
3																			
3																			

KC	MATCH CODE (26-28)	LINE (29-30)	ITEM (31-32)	CC (33)	A PREMIUM (34-38)	B PREMIUM (39-43)	C PREMIUM (44-47)	D PREMIUM (48-51)	EXPOSURE (52-58)	COMM RATE (59-61)	TERM (62)	RATE MOD (63-65)	RATE DEP (66-68)	CPP LINE (69-70)
25	26-28	29-30	31-32	33	34-38	39-43	44-47	48-51	52-58	59-61	62	63-65	66-68	69-70
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

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DATE CODED

REMARKS

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KC	MATCH CODE (26-28)	LINE (29-30)	X	CC (32)	STATE (33-34)	TERR (35-37)	TAX TERR (38-41)	TOP (42-43)	SUBLINE (44-45)	STATISTICAL INFORMATION (47-70)	VEHICLE IDENTIFICATION NUMBER (71-80)
25	26-28	29-30	31	32	33-34	35-37	38-41	42-43	44-45	47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70	71 72 73 74 75 76 77 78 79 80
6	001										
6	002										
6	003										
6	004										
6	005										
6	006										
6	007										
6	008										
6	009										
6	010										
6	011										

ZIP CODE

TAB JUL 29 1985 24

Form 60-43 (Rev. 5/84)

SV21901 88

Pennsylvania National Mutual Casualty Insurance Co. Inc.

POLICY IDENTIFICATION PREFIX	POLICY IDENTIFICATION NUMBER	AGENCY NUMBER	TRANSACTION MO	TRANSACTION DAY	TRANSACTION YR	TRANSACTION CODE
219	010788	6729	03	31	85	4

HOME OFFICE PREMIUM CODE SHEET

SERO

KC	NAMED INSURED	POLICY EFFECTIVE MO	POLICY EFFECTIVE DAY	POLICY EFFECTIVE YR	POLICY EXPIRATION MO	POLICY EXPIRATION DAY	POLICY EXPIRATION YR	TERM	MAJOR LINE	RISK T	RISK C	RISK SIZE	PLAN	CLS	LOSS	ELEX	STAT	RS	FORM	RATE	MKT PLAN	BIL
1	Comvil Corp Inc	03	31	84	03	31	85	1	30	2	3	000000										

KC	MAILING ADDRESS	APARTMENT IDENTIFICATION	CITY/STATE & ZIP CODE
0	PO Box 11804		2 Cpe Girardeau 29602

KC	LINE	TRANSACTION %	CONTROL PREMIUM	CONTROL ASSESSMENT/ SURCHARGE	COMM RATE	STATE	CANCEL TRANS.	CANCEL REASON	SURCHARGE T	SURCHARGE DOLLARS	SURCHARGE CENTS	CPP TR	N/R	REINSURANCE PREMIUM	SPP	EMPLOYEE NUMBER	PROD'R ID	USER
3	10	1000	X000	11								4				6526		
3																		
3																		
3																		
3																		
3																		
3																		
3																		
3																		

KC	MATCH CODE	LINE	ITEM	CC	A PREMIUM	B PREMIUM	C PREMIUM	D PREMIUM	EXPOSURE	COMM RATE	TYPE	RATE MOD	RATE DEP	CPP LINE
4	001													
4	002													
4	003													
4	004													
4	005													
4	006													
4	007													
4	008													
4	009													
4	010													
4	011													

STAMP

Special pol.
3/31/85

DATE CODED 19 JUL 23 1985

REMARKS

Ed. data ✓ cmd

KC	MATCH CODE	LINE	X	CC	STATE	TERR	TAX TERR	TOP	SUBLINE	STATISTICAL INFORMATION	VEHICLE IDENTIFICATION NUMBER / ZIP CODE
6	001										
6	002										
6	003										
6	004										
6	005										
6	006										
6	007										
6	008										
6	009										
6	010										
6	011										

SEP 1985 2

FAB AUG 14 1985 10

AUG 29 '85 ERROR LIST AUG 1 & 85

Form 80-43 (Rev. 5/84)

Covil Trial Exhibit 1

Duplicative of Penn National Trial Exhibit 5

See R. pp. 5255-5297

Covil Trial Exhibit 2

Duplicative of Penn National Trial Exhibit 6

See R. pp. 5298- 5345

ELECTRONICALLY FILED - 2021 Oct 22 5:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL DISTRICT
CASE NUMBER: 2020-CP-40-02098

Covil Corporation, by and through its duly appointed receiver Peter D. Protopapas,

Plaintiff,

v.

Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and South Carolina Property & Casualty Insurance Guaranty Association,

Defendants.

AFFIDAVIT OF BOYD G. WRIGHT IN OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

Boyd G. Wright, being first duly sworn, deposes and says:

1. I am over 18 years of age, of sound mind, and under no mental disability.

2. I am fully competent to make this declaration, and I make this declaration upon personal knowledge of the facts herein, and they are true and accurate.

3. I am currently, and was at all times relevant herein, employed by Pennsylvania National Mutual Casualty Insurance Company ("Penn National") as a Senior Home Office Claim Examiner, in which capacity I have been involved with, and have firsthand knowledge of the tender to Penn National of the lawsuit entitled, "*Rita W. Barkley, et al. v. 4520 Corp., Inc., et al*," Civil Action No. 1:20-cv-002200-MR, pending in the United States District Court for the Western District of North Carolina ("Barkley Lawsuit").

4. Penn National issued a policy of insurance to named insured, Covil Corporation, Inc., Policy No. 515 50 28 53-7, for the policy period of March 31, 1986 through March 1, 1987 ("1986-87 Policy"). The 1986-87 Policy was renewed as Policy No. 515 50 28 53-8, for the next

PLAINTIFF'S EXHIBIT 3

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policy period of March 31, 1987 through March 31, 1988 ("1987-88 Policy"). A true and accurate copy of the 1986-87 Policy and the 1987-88 Policy are attached hereto as **Exhibit A**.

5. Penn National received notice of the Barkley Lawsuit on or about June 29, 2020.

6. By letter dated September 4, 2020, I notified Peter Protopapas, Receiver for Covil Corporation, that Penn National agreed to participate in the defense of the Barkley Lawsuit. A true and accurate copy of the letter that I sent to Mr. Protopapas is attached hereto as **Exhibit B**.

7. The law firm of Ellis & Winters LLP has been retained to represent Covil Corporation in the Barkley Lawsuit.

8. Penn National has not denied a duty to defend Covil Corporation in the Barkley Lawsuit. In fact, Penn National has defended and continues to defend Covil Corporation, pursuant to a non-waiver agreement, in the Barkley Lawsuit by paying its share of the Ellis & Winters' bills incurred in the defense of Covil Corporation in the Barkley Lawsuit.

9. During discovery in the Barkley Lawsuit, the following facts regarding Mr. and Mrs. Barkley's claims in the Barkley Lawsuit were established:

a. The Plaintiff in the Barkley Lawsuit, Rita W. Barkley, was a citizen of North Carolina where she was allegedly exposed to asbestos.

b. Before she was married to Mr. Barkley in 1970, Mrs. Barkley lived with her father, Jack J. Waugh in North Carolina.

c. Mr. Waugh worked at two locations that potentially had Covil products: the Duke Power Allen Steam Station located in Belmont, North Carolina, and the Duke Power Marshall Steam Station located in Sherrills Ford,

ELECTRONICALLY FILED - 2021 Oct 22 5:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098

North Carolina. Mr. Waugh worked at these locations from 1956 until January 1967.

d. Mrs. Barkley moved out of her father's house in 1970.

e. Mrs. Barkley was diagnosed with mesothelioma on March 16, 2020. Mrs. Barkley passed away in October 2020.

10. The following documents from discovery conducted in the Barkley Lawsuit setting forth Mrs. Barkley's alleged dates of exposure to asbestos are attached hereto:

a. Plaintiffs' Answers to Master Discovery Requests to All Defendants (**Exhibit C**).

b. Excerpts from the Deposition of Rita Barkley (**Exhibit D**).

c. Excerpts from the Deposition of Jack J. Waugh (**Exhibit E**).

d. Jack J. Waugh – Work History (**Exhibit F**).

11. The information and assertions contained in this Affidavit are based and made upon my own personal knowledge.

Further, the affiant sayeth not.

Boyd G. Wright
Senior Home Office Claim Examiner
Pennsylvania National Mutual Insurance Company

Sworn to and subscribed before me,
this the 22 day of October, 2021.

Jane L. Carter
Notary Public

My commission expires: 8-13-22

JANE L. CARTER
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires Aug. 13, 2022

EXHIBIT A

ELECTRONICALLY FILED - 2021-Apr-13 10:26 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098

POLICY NO. 91 5 5 0 2 5 5 3 7

SPECIAL MULTI-PERIL POLICY
NON-ASSESSABLE

PENNSYLVANIA NATIONAL...
Mutual Casualty
INSURANCE COMPANY
FAHT DERRY STREET, HARRISBURG PENNSYLVANIA 17105

ITEM 1. NAMED INSURED AND MAILING ADDRESS (No., Street, Town, County, State, Zip Code)
0280 #016
Covil Corporation, Inc. (See 70-53)
P O Box 1804
Greenville, Greenville, SC 29602

NEW | 99 | 2 3 1793 | 6567

ITEM 2. POLICY PERIOD FROM 3-31-86 TO 3-31-87
12:01 A.M. STANDARD TIME AT LOCATION OF DESIGNATED PREMISES

AGENT: Sam J Crain & Co., Inc.
AGENCY NUMBER 22 6729
ISSUANCE DATE 4-14-86 mt
PRODUCER ID

In consideration of the premium insurance is provided the named insured with respect to the designated premises shown in Item 4 below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof.

3 Audit Period: Annual, unless otherwise stated: The Named Insured is ☐ Individual ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Other

4 Designated Premises (Item 1 unless entered above) | Tax Dist | Occupancy of Premises
See MP1205 | | See MP1205

Multiple liability or premium as designated on Supplemental Declarations attached

5 Insurance is provided with respect to the designated premises and with respect to those coverages and kinds of property for which a specific limit of liability is shown subject to all of the terms of this policy including forms and endorsements made a part hereof

	COVERAGES	LIMITS OF LIABILITY			
SECTION I PROPERTY COVERAGE	Building(s)	$	$	$	$
	Personal Property of the Insured	$ See MP1205	$	$	$
	Personal Property of Others	$	$	$	$
	As now (Specify)				

Deductible: See 70-16 each occurrence; aggregate each occurrence

SECTION II LIABILITY COVERAGE	Bodily Injury and Property Damage Liability				
	Combined Single Limit	$ 1,000,000 each occurrence	$ 1,000,000	aggregate	
	Bodily Injury Liability	$ each occurrence	$	aggregate	
	Property Damage Liability	$ each occurrence	$	aggregate	
	Premises Medical Payments	$ 1,000 each person	$ 10,000	each accident	
	Add'l Cov (Specify) PI-1				

SECT III CRIME COVERAGE ☒
SECT IV BOILER AND MACHINERY COVERAGE ☐
As stated in the endorsement made part of this Policy if indicated by ☒

6 Forms and Endorsements made part of this policy at time of issue (Enter number only)
a Section I Forms and Endorsements only: MP0315(4/80) MP0090(7/77) MP0127(12/79) IL0018(10/84) MP0013(10/83) 70-53 MP0014(10/83) MP0420(1/83) 70-627 70-640 70-16 No 520(9/65)
b Section II Forms and Endorsements only: GL0104(7/66) GL9918(3/83) GL0032(4/84) GL2133(2/85) 70-1656(7/85) GL0031(4/84) CGL-1 MP-1 PI-1 GL0300(7/81) 70-260 73-3010
c Section III-Forms and Endorsements only: MP0450(12/79) MP5231(7/77) MP0307(7/77)
d Section IV-Forms and Endorsements only

7 Mortgagee: Bldg 1)Community Bank, P O 8xo 6807 Greenville, SC 29602

8 The Total Advance Premium is $ 35,268 and is payable $ 35,263 at inception, and $ xxxxxxxxxx at each anniversary.
Unless indicated by an X in the box below as "NOT APPLICABLE", the premium for installments subsequent to the initial installment shall be subject to adjustment on the basis of the rates in effect at each anniversary date. ☐ NOT APPLICABLE

THIS POLICY PROVIDES LIMITED COVERAGE FOR POLLUTION LIABILITY. READ YOUR POLICY CAREFULLY.

Authorized Agent

Pennsylvania National Insurance Companies

Pennsylvania National Mutual Casualty Insurance Company
P.O. Box 2361 • Harrisburg, PA 17105

COMPREHENSIVE GENERAL LIABILITY

INSURANCE COVERAGE PART

ELECTRONICALLY FILED - 2021 Apr 13 10:26 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098
ELECTRONICALLY FILED - 2021 Oct 22 5:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098

SCHEDULE Policy No.

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises—Operations	Indicate Subline	(a) Area (sq. ft.) (b) Frontage (c) Remuneration (d) Receipts (e) No. Units	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit			
Escalators (Number at Premises)	Subline 314	Number Insured	Per Landing			
Independent Contractors	Subline 315	Cost	Per $100 of Cost			
Products/Completed Operations	Subline 316	(a) Receipts	(a) Per $1,000 of Receipts			
				Total Advance B.I. and P.D. Premiums		
				Total Advance Premium		$

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME AS ITEM 1. OF DECLARATIONS)

Interest of named insured in such premises "OWNER", "GENERAL LESSEE" OR "TENANT"

Part occupied by named insured

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

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COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

HARRISBURG, PENNSYLVANIA

SCHEDULE — Policy No.

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES: BODILY INJURY	RATES: PROPERTY DAMAGE	ADVANCE PREMIUM: BODILY INJURY	ADVANCE PREMIUM: PROPERTY DAMAGE
Premises—Operations	Subline 311	(a) Area, sq. ft.; (b) Frontage; (c) Remuneration; (d) Receipts; (e) No. Units	(a) Per 100 sq. ft. of Area; (b) Per Linear ft.; (c) Per $100 of Remuneration; (d) Per $100 of Receipts; (e) Per Unit			
See 70-260					18,192	Incl
Escalators (Number of Premises)	Subline 313	Number Insured	Per Landing			
Cov Subj to Audit						
Independent Contractors	Subline 315	Cost	Per $100 of Cost			
Construction operations-contractor nat railroads-excluding operations on board ships Loc 1)T39-999	16291	3,000,000	.044	Incl.	1320.	Incl.
Products/Completed Operations	Subline 316	(a) Receipts	(a) Per $1,000 of Receipts			
Excluded						
			Total Advance BI and PD Premiums		19512	Incl.
			Total Advance Premium		$ 19512	

Location of all premises owned by, rented to or controlled (ENTER "SAME" IF SAME AS ITEM 1 OF DECLARATIONS) by the named insured: See NP1205

Interest of named insured in such premises: Owner ("OWNER", "GENERAL LESSEE" OR "TENANT")

Part occupied by named insured: Entire

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

When used in this premium basis

"admission" means the total number of persons other than employees of the named insured, as may be determined by actual count or by estimate, conducted on the premises whether or not admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the performance of such work, whether furnished by the owner, contractor or subcontractors, including all fees, allowances, bonuses or extras made, paid or due;

"receipts" means the gross amounts of money charged by the named insured for work performed by the named insured or by others during the policy period as are included in receipts basis, after deducting therefrom returned premiums and all taxes other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by all employees of the named insured, other than executive officers, partners or members not engaged in the operations of the named insured, for the services of such employees, including overtime and bonuses paid to such employees, subject to the contract, warranty or limitation of remuneration stated applicable in accordance with the manuals in use by the company;

"sales" means the gross amount of money charged by the named insured or by others trading under the name of the named insured for all goods and products sold or distributed during the policy period and entered during the policy period, excluding returned sales and other items, if any, which the named insured and such others shall include therein and deduct from the amount charged.

Form GCGL (Ed. 11-84)

HOME OFFICE COPY

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ELECTRONICALLY FILED 2020 Apr 2 5:45 PM - RICHLAND - COMMON PLEAS - CASE #2020CP4002098

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the **insured** under an **incidental contract**, or

(2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;

(k) to **property damage** to

(1) property owned or occupied by or rented to the **insured**,

(2) property used by the **insured**, or

(3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;

(l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or

(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

(n) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to **property damage** included within:

(1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",

(2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",

the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **named insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:

(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (i).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate":

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

ELECTRONICALLY FILED - 2021 Apr 13 10:26 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098
ELECTRONICALLY FILED - 2021 Oct 22 5:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

EXTENSION SCHEDULE — Policy No.

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS Premises – Operations	CODE NO.		PREMIUM BASES (a) Area (sq. ft.) (b) Frontage (c) Remuneration (d) Receipts (e) No. Units	RATES Bodily Injury (a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit	Property Damage	ADVANCE PREMIUMS Bodily Injury	Property Damage
Insulation work-installation or application of accoustical or thermal insulating material in buildings or within building walls-NOC							
Loc 1) T39-999	(313)	15161	c)800,000	.679	Incl	5432	Incl
Loc 2)T09-999	(313)	15161	c)70,000	2.203	Incl	1542	Incl
Loc 3)T32-999	(313)	15161	c)600,000	1.436	Incl	8616	Incl
Loc 4)T10-999	(313)	15161	c)80,000	1.929	Incl	1543	Incl
Loc 5) T16-999	(313)	15161	c)If Any	1.304	Incl	--	
Loc 6) T41-999	(313)	15161	c)10,000	1.502	Incl	150	Incl
Loc 7) T45-999	(313)	15161	cOIf Any	1.493	Incl	--	--
Loc 8) T23-999	(313)	15161	c)If Any	1.107	Incl	--	--
Contractors Construction or Erection-executive supervisors exercising supervision through superintendents and foremen--not direct supervision							
Loc 1)T39-999	(313)	15192	c)26,000	1.297	Incl	337.	Incl
Loc 2)T09-999	(313)	15192	c)If Any	8. 691	Incl	--	--
Loc 3)T32-999	(313)	15192	c)if Any	2.352	Incl	--	--
Loc 4)T10-999	(313)	15192	c)If Any	3.659	Incl	--	--
Loc 9)T01-999	(313)	15192	c)If Any	8.451	Incl	--	--
Air Conditioning, Heating or Refrigeration Systems or Combined heating and Air cond Systems, including duct work and piping-installation, servicing or repair-including shop and repair-including shop and retail stores or display rooms							
Loc 1)T39-999		17140	c)50,000	1.144	Incl	572.	Incl
Paper Hanging							
Loc 1) T39-999	(313)	17235	c)If Any	.928	Incl	--	--
Loc 3)T32-999	(313)	17235	c)if Any	2.844	Incl	--	--
Loc 4)T10-999	(313)	17235	c)If Any	1.869	Incl	--	--
Loc 9)T01-999	(313)	17235	c)If Any	3 570	Incl	--	--

Form 70-700

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PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

HARRISBURG, PENNSYLVANIA

HOME OFFICE COPY

SCHEDULE

COVERAGE	General—Automobile Liability Policy No.
P. Personal Injury Liability	LIMITS OF LIABILITY $ 1,000 ,000 aggregate

The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as indicated by specific premium charge or charges.

GROUPS OF OFFENSES	ADVANCE PREMIUM
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ 910
B. Libel, Slander, Defamation or Violation of Right of Privacy	$
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$
Insured's Participation 0 % Minimum Premium $ N/A Total Advance Premium	$ 910

Form PI-1 Ed. 10-1-66 Rev. 1-1-73

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PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

HARRISBURG, PENNSYLVANIA

HOME OFFICE COPY

SCHEDULE

General—Automobile Liability Policy No.

	COVERAGE	ADVANCE PREMIUM
(a) Premises and operations	15161, 15192, 17140, 17235	$ 66.
(b) Escalators		$
(c) Sports activities		$
	Total Advance Premium	$ 66.

I COVERAGE E—PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply

(a) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any watercraft owned or operated by or rented or loaned to any insured, or

(ii) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises; or

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured.

(b) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

(c) to bodily injury

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;

(6) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

II LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident, but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

III ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

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SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12 05 (Ed. 07 77)

Designation of premises, as stated in the Declarations, is extended to include the following and insurance is provided with respect to those premises described below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the terms of this policy including forms and endorsements made a part hereof:

Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability ($)
1	1	131 Pinsley Circle Berea Ind Park Greenville, Greenville, SC 29611	Office Whse	Bldg Conts	MP0013 MP0014	80 80	893,000 900,000
1	2	Same as 1,1	Office Whse	Bldg Conts	MP0013 MP0014	80 80	5,000 2,000
2	1	Corner of 26th St and Lona St Jacksonville, Duvall, Fla.	Office warehouse	Bldg	MP0013	80	92,000
2	2	Same as 2,1	Office warehouse	Bldg	MP0013	80	131,000

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SOUTH CAROLINA AMENDATORY ENDORSEMENT
(Inland and Seacoast Territories)

MP 03 15
(Ed. 04 80)

The following clause is added with respect to coverage under Special Multi-Peril Policy:

General Building Form
Special Building Form
Builders' Risk Completed Value Form
Special Builders' Risk Completed Value Form
Condominium General Building Form
Condominium Special Building Form

Valuation Clause

With respect to loss to buildings insured against the perils of fire and lightning, the insured and the insurer:

(1) agree that the value of buildings described in this policy is as indicated in the schedule below, and

(2) fix the amount of insurance to be carried on the buildings in accordance with the schedule below.

AGREED VALUE OF BUILDINGS

Loc. No. 1	Bldg. No. 1	$ 893,000	Loc. No. 2	Bldg. No. 2	$ 131,000
Loc. No. 1	Bldg. No. 2	$ 5,000	Loc. No.	Bldg. No.	$
Loc. No. 2	Bldg. No 1	$ 92,000	Loc. No.	Bldg. No.	$

For Builders' Risk Completed Value Form and Special Builders' Risk Completed Value Form the Agreed Value of Buildings represents the value when completed.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

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AMENDATORY ENDORSEMENT
PREJUDGMENT INTEREST

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the **insured** on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

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The Attaching Clause need be completed only when any of these endorsements are issued subsequent to preparation of the policy.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

Policy Number . . . Effective . . . Expiring . . . Issued to . . .

Endorsement No. . . . Effective . . . Agent . . .

Authorized Representative . . .

SPECIAL NAMED INSURED ENDORSEMENT

It is agreed that the person(s) or organization(s) named in the Declarations of this policy is(are) as follows:

Covil Corporation, Inc.
Covil Residential Insulation, Inc.
Covil Construction Co., Inc. (Dormant Corp)
C & J Realty Co., Inc. (Dormant Corp)
Industrial and Associated, Inc. (Dormant Corp)
John Hamrick Link - President
James P Covil-Vice President
Yvonne W Wells - Corporate Secretary and Tresurer
Charles McWhorter - Assistant Corporate Secretary

It is further agreed that all named insureds are owned and controlled by the same financial interest.

It is further agreed that the inclusion of more than one insured shall not operate to increase the limits of the Company's liability.

Form 70-53 (Rev. 4-84)

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COINSURANCE CONTRACT

1987

REPLACEMENT COST COVERAGE ENDORSEMENT

MP 04 20
(Ed. 01 83)

This endorsement applies only with respect to the premises described in the following Schedule and affords insurance on a replacement cost basis only on the property described below

SCHEDULE

Location Of Premises Location No. Building No.	Property Covered on a Replacement Cost Basis (Specify Building or Personal Property of the Insured or both)
1, 1	Both
1,2	
2,1	
2,2	

1. Replacement Cost Clause: The provisions of Section I of this policy applicable to the property described as covered on a replacement cost basis are amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy, and the Coinsurance Clause of this endorsement supersedes and replaces all other Coinsurance Clauses otherwise applicable, subject in all other respects to the provisions of this endorsement and of Section I of this policy.

2. This policy does not cover the following property on a replacement cost basis:

   (a) stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith;

   (b) property of others

   (c) household furniture or residential contents;

   (d) manuscripts;

   (e) hangings, clothings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity or antiquity

3. The Company shall not be liable under this endorsement for any loss unless and until the damaged or destroyed property is actually repaired or replaced by the insured with due diligence and dispatch.

4. Coinsurance Clause: This Company shall not be liable for a greater proportion of any loss or damage to the property covered under this policy than the amount of liability under this policy for such property bears to the amount produced by multiplying the coinsurance percentage applicable (specified in this policy) by the total of (a) the replacement cost (without deduction for depreciation) of that part of said property which is specifically described as covered on a replacement cost basis and (b) the actual cash value of that part of said property which is covered on an actual cash value basis at the time of loss

   In the event that the aggregate claim for any loss is both less than $10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required, provided that nothing herein shall be construed to waive application of the first paragraph of this clause

   If insurance under Section I of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability

   The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination of actual cash value or replacement cost when applying the Coinsurance Clause.

5. This Company's liability for loss on a replacement cost basis shall not exceed the smallest of the following amounts

   (a) the amount of this policy applicable to the damaged or destroyed property

   (b) the replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use, or

   (c) the amount actually and necessarily expended in repairing or replacing said property or any part thereof.

6. The insured may elect to make claim under this policy in accordance with its provisions, disregarding this endorsement, except that the foregoing Coinsurance Clause shall apply and the insured may make further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided the Company is notified in writing within 180 days after loss of the insured's intent to make such further claim

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

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PENNSYLVANIA NATIONAL... Mutual Casualty INSURANCE COMPANY

DEDUCTIBLE ENDORSEMENT

		FIRE	ECE	VMM	AOP
Basis of Insurance	$ See 70-16	Full Coverage Rate			
Deductible Amount	$	Credit for Deductible Amount	See 70-16 %	See 70-16 %	See 70-16 %	See 70-16 %
Limit of Liability	$	Rate for Deductible Insurance after Credit			

1. Each claim for loss or damage (separately occurring) shall be adjusted separately and from each such adjusted claim the sum of the deductible specified above shall be deducted. In the event of any recovery and/or salvage on a loss which has been or is being or is about to be paid hereunder, such recovery and/or salvage shall accrue entirely to the benefit of this Company under this policy until the sum paid by them has been made up.

2. The deductible specified above shall apply separately to each:
   - [X] Occurrence
   - [ ] Location
   - [ ] Item

   (Indicate one) except

3. It is a condition of this policy that the deductible amount specified shall be solely at the risk of the insured, and shall not be covered under any other policy of insurance, except as provided in Paragraph 4.

4. No additional insurance shall be permitted unless permission is granted by the completion of the following:

   A. Permission is granted to carry additional insurance in the amount of $ applying to property situated at which shall be deemed to be concurrent insurance.

   B. When additional concurrent insurance is carried in accordance with Item A of this paragraph, the deductible amount specified herein shall apply to this policy, only to the extent of the pro rata proportion which this policy bears to the total permitted insurance.

   C. Additional insurance carried in accordance with the foregoing shall be added to the sum set forth in this policy as "Basis of Insurance" for the purpose of determining compliance with any coinsurance, contribution, average, or distribution clause.

   D. Additional insurance which is permitted by the terms of this endorsement shall not violate the conditions of Paragraph 3, whether or not such additional insurance contains a deductible clause.

   E. When additional insurance is not disclosed and permission granted hereunder, the full amount of the deductible shall apply to any losses apportioned to this policy.

5. In consideration of the reduced rate(s) at which this insurance is written, this company shall in no event be liable with respect to any one loss for an amount greater than its pro rata proportion of the sum set forth as "Limit of Liability," or if more than one location be insured hereunder with a specific "Limit of Liability" applicable to each location, in no event shall this company be liable with respect to any location for an amount greater than its pro rata proportion of the "Limit of Liability" applicable thereto.

6. It is a condition of this policy that any coinsurance, contribution, average or distribution clause, which may be a part hereof, shall apply to the full value of the property insured, without reduction for the amount of the deductible specified herein, and that such deductible shall apply after any penalty has been assessed by the application of such coinsurance, contribution, average or distribution clause. For the purpose of determining compliance with any such coinsurance, contribution, average or distribution clause, the sum set forth as "Basis of Insurance" shall be applied to the full value of the property as aforesaid.

Attached to and forming part of Policy No.

of the (Name of Insurance Company) Dated , 19

Agent

Form 70 627 (Ed. 5/80)

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Pennsylvania National Insurance Companies

Pennsylvania National Mutual Casualty Insurance Company

SUPPLEMENT TO DEDUCTIBLE ENDORSEMENT

1. The term "Occurrence" as contained in the deductible endorsement of this policy, shall be held to mean a single incident or event. When, however, the term "Occurrence" shall apply to loss or losses from windstorm if insured hereunder, it shall be held to mean a period of 48 consecutive hours.

2. When at the election of the policyholder, the deductible amount is applied to each location, the term "Location" insofar as such property is insured hereunder, shall be held to mean:

   A. each building, including contents thereof, to the extent they are insured hereunder, or

   B. a number of buildings including their contents, in a single group, and designated as a single location in this policy or in the application for insurance.

   C. (if any other basis mutually agreed upon, indicate hereunder)

   _____

   _____

   _____

   _____

In the case of a policy written to cover more than one location subject to a deductible such locations will be designated in the policy.

3. The term "Item" shall be held to mean the individual descriptions of the property insured and designated by the terms "Items 1", "Item 2", etc. on the form attached to this policy.

All other terms and conditions of the policy remain unchanged.

Attached to and forming part of Policy No. _____,

of the _____ Dated _____, 19 _____.
(Name of Insurance Company)

_____ Agent

Form 70-640

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(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

Policy Number ..... Effective ..... Expiring ..... Issued to .....

Endorsement No. ..... Effective ..... Agent .....

Authorized Representative .....

AMENDATORY ENDORSEMENT

Supplemental Schedule - Deductible Endorsement

Location # 1

Item # 1 (Bldg)

Basis of Insurance	893,000
Deductible Amount	1,000
Limit of Liability	893,000
Company Participation	100%
Credit for Deductible Amount	16%

Location 1

Item # 1 (contents)

Limit of Insurance	900,000
Deductible Amount	1,000
Limit of Liability	900,000
Company Participation	100%
Credit for Deductible Amount	16%

Location # 1

Item # 2(Bldg)

Basis of Insurance	5,000
Deductible Amount	1,000
Limit of Liability	5,000
Company Participation	100%
Credit for Deductible Amount	16%

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(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

Policy Number ..... Effective ..... Expiring ..... Issued to .....

Endorsement No. ..... Effective ..... Agent .....

Authorized Representative .....

AMENDATORY ENDORSEMENT

Supplemental Schedule - Deductible Endorsement

Location # 1

Basis of Insurance 2,000

Deductible Amount 1,000

Limit of Liability 2,000

Company Participation 100%

Item # 2 (conts)

Credit for Deductible Amount 16%

Location 2

Basis of Insurance 92,000

Deductible Amount 1,000

Limit of Liability 92,000

Company Participation 100%

1 (Bldg)

Credit for Deductible Amount 16%

Location # 2

Basis of Insurance 131,000

Deductible Amount 1,000

Limit of Liability 131,000

Company Participation 100%

#2

Credit for Deductible Amount 16%

Form 70-16

ELECTRONICALLY FILED - 2021 Apr 13 10:26 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098
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No. 520
Ala.-Fla.-S. C.
(Edition 9-65)

LOSS PAYABLE

It is stipulated that any loss due the Insured under this policy shall be held payable to Telephone Control Corp 302 Research Drive, Norcross, Georgia 30092 as their interest may appear, subject, nevertheless, to all conditions of the policy.

Note to Agents—The "attaching" portion may be torn off if the clause is attached when the policy is written.

Attached to and forming part of Policy No. 515 50 28 53 7 of the Pa Nat Mut Cas Ins Co NAME OF INSURANCE COMPANY issued at its Sam J Crain & Co, Inc Agency.

Dated 4-14-86 mt

Agent

No. 520 (9-65) (Ala., Fla., S. C.)

No. 520 (9-65) (Ala., Fla., S. C.)

GL 01
(Ed
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This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

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This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the Policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE

AMENDMENT OF DEFINITION—INCIDENTAL CONTRACT

It is agreed that the definition of **incidental contract** is amended to include any easement or license agreement in connection with vehicle or ped private railroad crossing at grade.

Instructions

The provisions of this endorsement may be incorporated into General Liability policies.

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This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Additional Premium $ _____ Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS INSURANCE
SMP LIABILITY INSURANCE

Amendatory Endorsement

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

(i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** held liable as an employer or in any other capacity;

(ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**;

(iii) to **bodily injury** sustained by the spouse, child, parent, brother or sister of an employee of the **insured** as a consequence of **bodily in** such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages f and loss of services.

This exclusion does not apply to liability assumed by the **insured** under an **incidental contract**.

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GL 21 33 02 85
(Ed. 11 85)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No.

Named Insured | Countersigned by _____ (Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

(1) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) at or from premises owned, rented or occupied by the **named insured;**

(b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

(d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

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

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GL [illegible]
(Ed. 4-84

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Additional Premium $ _____ Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
POLLUTION LIABILITY INSURANCE

Amendatory Endorsement

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

(i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may b held liable as an employer or in any other capacity;

(ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**; or

(iii) to **bodily injury** sustained by the spouse, child, parent, brother or sister of an employee of the **insured** as a consequence of **bodily inju** t such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for ar and loss of services.

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PENNSYLVANIA NATIONAL... Mutual Casualty INSURANCE COMPANY

IMPORTANT NOTICE -- PLEASE READ CAREFULLY

Please read the provisions of the Pollution Exclusion endorsement attached to this policy. It replaces the Pollution Exclusion contained in the policy wording.

This policy, with this Pollution Exclusion endorsement attached, does not provide coverage for liability resulting from pollution which occurs either gradually or in a sudden and accidental manner. Accordingly, this endorsement represents a reduction in the coverage afforded under your previous policy, by eliminating coverage for liability resulting from sudden and accidental pollution.

If you have any questions regarding this change, please contact your agent.

Form 70-1656 (Rev. 7/85)

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GL 00 00 8
(E

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
SMP LIABILITY INSURANCE

DEDUCTIBLE LIABILITY INSURANCE

It is agreed that:

1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages, and the limit of liability shown in this policy as being applicable to "each occurrence" for such coverages shall be reduced by the amount of such deductible. The limit of liability shown in this policy as "aggregate", if any, for such coverages shall not be reduced by the application of such deductible amount.
2. The deductible amounts stated in the schedule apply as follows:
   (a) PER CLAIM BASIS—if the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
   (b) PER OCCURRENCE BASIS—if the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence, regardless of the number of persons or organizations who sustain damages because of that occurrence.
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

SCHEDULE

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	$	per claim
	$	per occurrence
Property Damage Liability	$	per claim
	$ 100	per occurrence

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductible applies to all loss however caused):—

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SMP COMPREHENSIVE CRIME COVERAGE ENDORSEMENT
SECTION III — CRIME COVERAGE

MP 04 50
(Ed. 12 79)

This endorsement shall be attached to Policy No.
of the Insurance Company
(herein called Company)

The Insuring Agreements, General Agreements, Conditions and Limitations and other terms of this endorsement shall apply only as specified herein and none of the provisions, stipulations and other terms of the policy to which this endorsement is attached shall apply to insurance hereunder unless so specified

DECLARATIONS

Item 1. Effective Period from 12:01 a.m. 3-31-86 (Month, Day, Year) 3-31-87 to 12:01 a.m. on the effective date of the cancellation or termination of the policy to which this endorsement is attached, standard time at the location of designated premises shown in the policy to which this endorsement is attached as to each of said dates, unless this endorsement is canceled or terminated as hereinafter provided or in any other manner

Item 2 **Table of Limits of Liability**

Insuring Agreement IA	Employee Dishonesty (Commercial Blanket) Coverage	$ 50,000
Insuring Agreement IB	Employee Dishonesty (Blanket Position) Coverage	$
Insuring Agreement II	Loss Inside the Premises Coverage	$ 5,000
Insuring Agreement III	Loss Outside the Premises Coverage	$ 5,000
Insuring Agreement IV	Money Orders and Counterfeit Paper Currency Coverage	$
Insuring Agreement V	Depositors Forgery Coverage	$
If added by endorsement	Insuring Agreement	$

Item 3. The liability of the Company is subject to the terms of the following endorsements attached hereto:

Item 4. The Insured by the acceptance of this endorsement gives notice to the Company terminating or cancelling prior bond(s) or policy(ies) No.(s) such termination or cancellation to be effective as of the time this endorsement becomes effective.

The Company, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreements, Conditions and Limitations and other terms of this endorsement, agrees with the Insured, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of insurance in the Table of Limits of Liability of this endorsement, to pay the Insured for:

INSURING AGREEMENTS

EMPLOYEE DISHONESTY COMMERCIAL BLANKET COVERAGE

IA. Loss of Money, Securities and other property which the Insured shall sustain, in an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement IA resulting directly from one or more fraudulent or dishonest acts committed by an Employee, acting alone or in collusion with others.

Dishonest or fraudulent acts as used in this Insuring Agreement shall mean only dishonest or fraudulent acts committed by such Employee with the manifest intent

(a) to cause the Insured to sustain such loss; and

(b) to obtain financial benefit for the Employee, or for any other person or organization intended by the Employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment.

EMPLOYEE DISHONESTY BLANKET POSITION COVERAGE

IB. Loss of Money, Securities and other property which the Insured shall sustain resulting directly from one or more fraudulent or dishonest acts committed by an Employee acting alone or in collusion with others. The amount of insurance on each of the Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement IB

Dishonest or fraudulent acts as used in this Insuring Agreement shall mean only dishonest or fraudulent acts committed by such Employee with the manifest intent

(a) to cause the Insured to sustain such loss; and

(b) to obtain financial benefit for the Employee, or for any other person or organization intended by the Employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment.

LOSS INSIDE THE PREMISES COVERAGE

II. Loss of Money and Securities by the actual destruction, disappearance or wrongful abstraction thereof within the Premises or within any Banking Premises or similar recognized places of safe deposit.

Loss of (a) other property by Safe Burglary or Robbery within the Premises or attempt thereat, and (b) a locked cash drawer, cash box or cash register by felonious entry into such container within the Premises or attempt thereat or by felonious abstraction of such container from within the Premises or attempt thereat.

Damage to the Premises by such Safe Burglary, Robbery or felonious abstraction, or by following burglarious entry into the Premises or attempt threat, provided with respect to damage to the Premises the insured is the owner thereof or is liable for such damage.

LOSS OUTSIDE THE PREMISES COVERAGE

III. Loss of Money and Securities by the actual destruction, disappearance or wrongful abstraction thereof outside the Premises while being conveyed by a Messenger or any armored motor vehicle company or while within the living quarters in the home of any Messenger.

Loss of other property by Robbery or attempt thereat outside the Premises while being conveyed by a Messenger or any armored motor vehicle company, or by theft while within the living quarters in the home of any Messenger

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DEDUCTIBLE ON IA, II OR III

MP 03 07
(Ed. 07 77)

(For use with SMP Comprehensive Crime Coverage Endorsement Form Only)

It is agreed that, with respect to SMP Comprehensive Crime Coverage Endorsement Form, to which this endorsement is attached:

1. The Company shall not be liable under Insuring Agreement IA on account of loss through acts or defaults committed at any time, whether before or after this endorsement is effective, by any Employee or in which such Employee is concerned or implicated, unless the amount of such loss, after deducting the net amount of all reimbursement and recovery, including any cash deposit taken by the Insured, obtained or made by the Insured, other than from any bond or policy of insurance issued by a surety of insurance company and covering such loss, or by the Company on account thereof prior to payment by the Company of such loss, shall be in excess of

Dollars ($ 250.00)

and then for such excess only, but in no event for more than the amount of insurance carried under Insuring Agreement IA on such loss.

2. The Company shall not be liable under Insuring Agreement II on account of any loss, except to the extent such loss is in excess of Dollars ($ 250.00), with the insurance then applying to such excess only, subject otherwise to the applicable limit of the Company's liability.

3. The Company shall not be liable under Insuring Agreement III on account of any loss, except to the extent such loss is in excess of Dollars ($ 250.00), with the insurance then applying to such excess only, subject otherwise to the applicable limit of the Company's liability.

4. In no event shall the Company be liable under any Insuring Agreement, as modified by this endorsement, for more than the amount specified in the Table of Limits of Liability as applicable to such Insuring Agreement subject, however, to Section 11.

5. Section 10 is deleted and the following inserted:

> "Section 10. If the Insured shall sustain any loss covered by this endorsement to which a deductible amount applies and such loss exceeds the applicable amount of insurance hereunder plus such Deductible Amount, the Insured shall be entitled to all recoveries made after payment by the Company of loss covered by this endorsement (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) by whomsoever made, less the actual cost of effecting such recoveries, until reimbursed for such excess loss; and any remainder, or, if there be no such excess loss, any such recoveries shall be applied first in reimbursement of the Company and thereafter in reimbursement of the Insured for that part of such loss within such Deductible Amount."

6. The Insured shall, within the time and in the manner prescribed in the said SMP Comprehensive Crime Coverage Endorsement, give the Company notice of any loss of the kind covered by Insuring Agreement IA whether or not the Company is liable therefor or for any part thereof, and upon the request of the Company shall file with it a brief statement giving the particulars concerning such loss.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

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INSURING AGREEMENTS

Coverage A — Robbery Inside the Premises. To pay for loss of money, securities and other property by robbery or attempt thereat within the premises. To pay for damage not otherwise covered under this policy to the premises by such robbery or attempt thereat, provided the insured is the owner thereof or is liable for such damage.

Coverage B — Robbery Outside the Premises. To pay for loss of money, securities and other property by robbery or attempt thereat outside the premises while being conveyed by a messenger.

Coverage C — Safe Burglary. To pay for loss of money, securities and other property from within the vault or safe by safe burglary or attempt thereat. To pay for damage not otherwise covered under this policy to property, other than money and securities, and to the premises by such safe burglary or attempt thereat, provided with respect to damage to the premises the insured is the owner thereof or is liable for such damage.

EXCLUSIONS

This insurance does not apply:

(a) to loss due to any fraudulent, dishonest or criminal act by any insured or a partner therein, whether acting alone or in collusion with others;

(b) to loss of manuscripts, books of account or records;

(c) to loss, other than to a safe or vault, by fire, whether or not such fire is caused by, contributed to by, or arises out of the occurrence of a hazard insured against.

CONDITIONS

1. **Policy Period, Territory**

This endorsement applies only to loss which occurs during the policy period within any of the states of the United States of America, the District of Columbia, Virgin Islands, Puerto Rico, Canal Zone or Canada.

2. **Definitions**

"Money" means currency, coins, bank notes and bullion; and travelers checks, register checks and money orders held for sale to the public.

"Securities" means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.

"Premises" means the interior of that portion of any building at a location designated in the declarations which is occupied by the insured in conducting the business as stated therein.

"Messenger" means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the insured property outside the premises.

"Custodian" means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the insured property within the premises, excluding any person while acting as a watchman, porter or janitor.

"Guard" means any male person not less than seventeen nor more than sixty-five years of age who accompanies a messenger by direction of the insured, but who is not a driver of a public conveyance.

"Robbery" means the taking of insured property (1) by violence inflicted upon a messenger or a custodian; (2) by putting him in fear of violence; (3) by any other overt felonious act committed in his presence and of which he was actually cognizant, provided such other act is not committed by an officer, partner or employee of the insured; (4) from the person or direct care and custody of a messenger or custodian who has been killed or rendered unconscious, or (5) under Coverage A, (a) from within the premises by means of compelling a messenger or custodian by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress into the premises, or (b) from a showcase or show windows within the premises, while regularly open for business, by a person who has broken the glass thereof from outside the premises.

"Safe Burglary" means (1) the felonious abstraction of insured property from within a vault or safe described in the declarations and located within the premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the felonious abstraction of such safe from within the premises

[illegible] damage.

3. **Ownership of Property; Interests Covered**

The insured property may be owned by the insured, or held by the insured in any capacity whether or not the insured is liable for the loss thereof, or may be property as respects which the insured is legally liable, provided, this insurance applies only to the interest of the insured in such property as may be the insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the insured's proof of loss.

4. **Joint Insured**

If more than one insured is named in the declarations, the insured first named shall act for every insured for all purposes of this endorsement. Each knowledge possessed or discovery made by any insured shall constitute knowledge possessed or discovery made by every insured.

5. **Books and Records**

The insured shall keep records of all the insured property in such manner that the Company can accurately determine therefrom the amount of loss.

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CHANGE ENDORSEMENT

MP 12 01 (Ed. 02 79)

THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW:

ENDORSEMENT EFFECTIVE DATE	POLICY NUMBER	TERM	FROM	TO
1/1/87	515 50 28 53 7	1 YRS	3/31/86	3/31/87

COMPANY PNI

INSURED'S NAME AND MAILING ADDRESS

Covil Corporation, Inc.
PO Box 1804
Greenville, SC 29602

AUTHORIZED REPRESENTATIVE'S NAME AND MAILING ADDRESS

San J Crain & Co., Inc

PRODUCER CODE 22 6729

POLICY CHANGES

Section I-Deleting all coverages for Loc. 2-1 and Loc. 2-2
Section II Deleting All Fla Exposures

Sect I		Breakdown	Sect II	
Loc. 2-1	Loc. 2-2		15161	15192
F 103-	147-		BI 376-	nc
E 21-	31-		PD nc	nc
V 2-	2-	BFPD	Med	PI-1
A 11-	14-	nc	1-	56-

SPECIFY FORM NOS. AND EDITION DATES AFFECTED BY POLICY CHANGES:

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY Previous	LIMITS OF LIABILITY New	RATES Previous	RATES New	PREMIUMS Previous	PREMIUMS New	Add'l / Return
A	2	1	$ 92,000	$ nil			$ 561.	$ nil	$ 137-
A	2	2	$ 131,000	$			$ 795.	$ nil	$ 194-
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

COVERAGE	LIMITS OF LIABILITY Previous	LIMITS OF LIABILITY New	PREMIUMS Previous	PREMIUMS New	Add'l / Return
SMP Liability Insurance Form: Bodily Injury and Property Damage Liability (Combined Single Limit)	$ 1,000,000 ea. Occurrence / $ 1,000,000 Aggregate	$ same ea. Occurrence / $ same Aggregate	$ 19,512	17,970	376.-
Promises Medical Payments	$	$			
☐ SMP Liability Insurance Form: ☐ Medical Payments Coverage Part	$ ea. Person / ea. Accident	$ ea. Person / ea. Accident	66	61.	1-
☐ Forms other than SMP Liability Insurance Form Specify Coverage Part	BODILY INJURY LIABILITY				
	$ ea. Occurrence / Aggregate	$ ea. Occurrence / Aggregate	910	679	56-
PI-1	PROPERTY DAMAGE LIABILITY				
BF PD	$ ea. Occurrence / Aggregate	$ ea. Occurrence / Aggregate	1143	1143	nc
☐ Revised Dual Limits:					

INSTALLMENT PAYMENT PREMIUMS

	Previous Installments	Additional Premium	Return Premium	Revised Installments
Dates of subsequent installments, if payable in annual installments: 2. DEC 3.	$	$	$	$
PREMIUM DUE AT EFFECTIVE DATE OF ENDORSEMENT: 1/1/87	$	$	$ 764.	
Total for remainder of policy term:		$	$ 764.	

MP 12 01 (Ed. 02 79)

Agency, By

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ELECTRONICALLY FILED - 2021 Oct 22 5:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098

CHANGE ENDORSEMENT

MP 12 01 (Ed. 02 79)

THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW:

ENDORSEMENT EFFECTIVE DATE	POLICY NUMBER	TERM YRS	FROM	TO
3-31-86	516-50-28-53-7	1	3-31-86	3-31-87

COMPANY Pa Nat Mut Cas Ins Co.

INSURED'S NAME AND MAILING ADDRESS

Covil Corporation, Inc.
P O Box 1804
Greenville, SC 29602

AUTHORIZED REPRESENTATIVE'S NAME AND MAILING ADDRESS

Sam J Crain & Co., Inc.

PRODUCER CODE 22-6729

POLICY CHANGES

Amending policy to delete products form GL0031(4/84), and Add GI2104(7/66) Products hazard exclusion as it was left off at renewal.
No change in rates or premiums.

Insured's Signature

SPECIFY FORM NOS. AND EDITION DATES AFFECTED BY POLICY CHANGES:

Pro Rata 100%

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY Previous	LIMITS OF LIABILITY New	RATES Previous	RATES New	PREMIUMS Previous	PREMIUMS New	PREMIUMS ☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

COVERAGE	LIMITS OF LIABILITY Previous	LIMITS OF LIABILITY New	PREMIUMS Previous	PREMIUMS New	PREMIUMS ☐ Add'l ☐ Return
SMP Liability Insurance Form: Bodily Injury and Property Damage Liability (Combined Single Limit)	$ ea. Occurrence / $ Aggregate	$ ea. Occurrence / $ Aggregate	$	$	$
Premises Medical Payments ☐ SMP Liability Insurance Form ☐ Medical Payments Coverage Part	$ ea. Person / $ ea. Accident	$ ea. Person / $ ea. Accident	$	$	$
☐ Forms other than SMP Liability Insurance Form Specify Coverage Part	BODILY INJURY LIABILITY: $ ea. Occurrence / $ Aggregate	$ ea. Occurrence / $ Aggregate	$	$	$
	PROPERTY DAMAGE LIABILITY: $ ea. Occurrence / $ Aggregate	$ ea. Occurrence / $ Aggregate	$	$	$
☐ Revised Dual Limits:					

INSTALLMENT PAYMENT PREMIUMS

Doc #1 #015 #6567 5-23-86 mt

	Previous Installments	Additional Premium	Return Premium	Revised Installments
Dates of subsequent installments, 2.	$	$	$	$
if payable in annual installments: 3.	$	$	$	$
PREMIUM DUE AT EFFECTIVE DATE OF ENDORSEMENT: 3-31-86		$	$	
Total for remainder of policy term:		$ NC	$ NC	

MP 12 01 (Ed. 02 79) _____ Agency, By _____

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GL 21 04
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following
COMPREHENSIVE GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

ORIGINAL 03045
(Red)

ELECTRONICALLY FILED - 2021 Apr 16 10:20 AM - HIGHLAND - COMMON PLEAS - CASE#2020CP4002088

SPECIAL MULTI-PERIL POLICY CONDITIONS AND DEFINITIONS
GENERAL CONDITIONS

Form MP 00 90 07 77

The following Conditions apply to Section I and II except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

1. Premium. All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.

If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the Company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the Company.

2. Time of Inception. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

3. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, the Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Notice of cancellation addressed to the named insured and mailed to the mailing address shown on the Declarations shall be sufficient notice to effect cancellation of this policy.

4. Concealment or Fraud. This policy is void if any insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

5. Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. However, if the named insured shall die, this insurance shall apply:

(a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such; or

(b) to the person having temporary custody of the property of the named insured but only until the appointment and qualification of the legal representative.

6. Subrogation.

(a) In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(b) The Company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss; however, it is agreed that the insured may:

(1) as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and

(2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

7. Inspection and Audit. The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

8. Liberalization Clause. In the event any filing is submitted to the insurance supervisory authorities on behalf of the Company, and:

(a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and

(b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;

the benefit of such extended or broadened insurance shall inure to the benefit of the insured as though the endorsement or substitution of form had been made.

9. Insurance Under More Than One Coverage, Part or Endorsement. In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the Company shall not be liable for more than the actual loss or damage sustained by the insured.

10. Waiver or Change of Provisions. The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

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CONDITIONS APPLICABLE TO SECTION I

1. Policy Period, Territory. Section I of this policy applies only to loss to property during the policy period while such property is within or between the fifty states of the United States of America, the District of Columbia and Puerto Rico.

2. Deductible. Unless otherwise provided in the Declarations:

(a) The sum of $100 shall be deducted from the amount of loss to property in any one occurrence. This deductible shall apply:

(1) separately to each building, including personal property therein;

(2) separately to personal property in each building if no coverage is provided on the containing building; and

(3) separately to personal property in the open (including within vehicles).

(b) The aggregate amount of this deductible in any one occurrence shall not exceed $1,000.

3. Coinsurance Clause. The Company shall not be liable for a greater proportion of any loss to property covered than the limit of liability under this policy for such property bears to the amount produced by multiplying the actual cash value of such property at the time of the loss by the coinsurance percentage stated in the Declarations.

In the event that the aggregate claim for any loss is both less than $10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required providing that nothing herein shall be construed to waive the application of the first paragraph of this clause.

If insurance under Section I of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

4. Removal. This policy covers loss by removal of the property covered hereunder from premises endangered by the perils insured against, and the amount of insurance applies pro rata for five days at each proper place to which such property shall necessarily be removed for preservation.

5. Debris Removal. This policy covers expense incurred in the removal of debris of the property covered which may be occasioned by loss by any of the perils insured against in this policy. The total amount recoverable under this policy for both loss to property and debris removal expense shall not exceed the limit of liability applying to the property. Cost of removal of debris shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.

6. War Risk And Governmental Action Exclusion. This policy under Section I shall not apply to loss caused, directly or indirectly, by or due to any act or condition incident to the following:

(a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;

(b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

7. Nuclear Clause And Nuclear Exclusion.

(a) Nuclear Clause (Not Applicable in New York). The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy. However, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

(b) Nuclear Clause (Applicable only in New York). This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

(c) Nuclear Exclusion (Not Applicable in New York). Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke". This clause applies to all perils insured against hereunder except the peril of fire, which is otherwise provided for in the nuclear clause above.

8. Other Insurance.

(a) If at the time of loss there is other insurance written in the name of the insured upon the same plan, terms, conditions and provisions as contained in this policy, herein referred to as Contributing Insurance, the Company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such loss.

(b) If at the time of loss there is other insurance other than that as described in (a) above, the Company shall not be liable for any loss hereunder until:

(1) the Liability of such other insurance has been exhausted, and

(2) then for only such amount as may exceed the amount due from such other insurance, whether collectible or not.

9. Duties Of The Named Insured After A Loss. In case of loss the named insured shall:

(a) give immediate written notice of such loss to the Company;

(b) protect the building and personal property from further damage, make reasonable temporary repairs required to protect the property, and keep an accurate record of repair expenditures;

(c) prepare an inventory of damaged personal property showing in detail, quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;

(d) exhibit the remains of the damaged property as often as may be reasonably required by the Company and submit to examination under oath;

(e) submit to the Company within 60 days after requested a signed, sworn statement of loss that sets forth to the best of the named insured's knowledge and belief:

(1) the time and cause of loss;

(2) interest of the insured and all others in the property involved and all encumbrances on the property;

(3) other policies of insurance that may cover the loss;

(4) changes in title or occupancy of the property during the term of the policy;

(5) specifications of any damaged building and detailed estimates for repair of the damage;

(6) an inventory of damaged personal property described in (c) above;

(f) give notice of such loss to the proper police authority if loss is due to a violation of law.

10. Appraisal. If the named insured and the Company fail to agree on the amount of the loss, either can demand that the amount of loss be set by appraisal. If either party makes a written demand for appraisal, each shall select a competent, independent appraiser. Each shall notify the other of the selected appraiser's identity within twenty (20) days of the receipt of the written demand.

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The two appraisers shall select a competent, impartial umpire. If the appraisers are unable to agree upon an umpire within fifteen (15) days the named insured or the Company may petition a judge of a Court of Record in the state where the insured premises is located to select an umpire.

The appraisers shall then set the amount of the loss. If the appraisers submit a written report or an agreement to the Company, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of loss.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire shall be paid equally by the named insured and the Company.

11. Company Options. If the Company gives notice within thirty (30) days after it has received a signed, sworn statement of loss, it shall have the option to take all or any part of the property damaged at an agreed value, or to repair, rebuild or replace it with equivalent property.

12. Abandonment Of Property. The Company need not accept any property abandoned by an insured.

13. Payment Of Loss. The Company will pay all adjusted claims within thirty (30) days after presentation and acceptance of the proof of loss.

14. Privilege To Adjust With Owner.

(a) Except as provided in (b) below, or unless another payee is specifically named in the policy, loss, if any, shall be adjusted with and payable to the named insured.

(b) In the event claim is made for damage to property of others held by the insured, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Company and the receipt of payment by such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made.

If legal proceedings be taken to enforce a claim against the insured as respects any such loss or damage, the Company reserves the right at its option without expense to the insured to conduct and control the defense on behalf of and in the name of the insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.

15. Suit. No suit shall be brought on this policy unless the insured has complied with all the policy provisions and has commenced the suit within one year after the loss occurs.

16. Permits And Use. Except as otherwise provided, permission is granted:

(a) to make alterations and repairs;

(b) in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.

17. Vacancy, Unoccupancy and Increase of Hazard.

(a) This Company shall not be liable for loss occurring while a described building, whether intended for occupancy by owner or tenant, is vacant beyond a period of sixty consecutive days. "Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building, but a building in process of construction shall not be deemed vacant.

(b) Permission is granted for unoccupancy.

(c) Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the insured.

18. Protective Safeguards. It is a condition of this insurance that the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance only as respects the location or situation affected for the time of such discontinuance.

19. Mortgage Clause—Applicable Only To Buildings. This clause is effective if a mortgagee is named in the Declarations. The word "mortgagee" includes "trustee". Loss to buildings shall be payable to the named mortgagee as interest may appear, under all present or future mortgages on the buildings described in the Declarations in order of precedence of mortgages on them.

As it applies to the interest of any mortgagee designated in the Declarations, this insurance shall not be affected by any of the following:

(a) any act or neglect of the mortgagor or owner of the described buildings;

(b) any foreclosure or other proceedings or notice of sale relating to the property;

(c) any change in the title or ownership of the property;

(d) occupancy of the premises for purposes more hazardous than are permitted by this policy;

provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee shall, on demand, pay the premium.

The mortgagee shall notify the Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the mortgagee. Unless permitted by this policy, such change of ownership or occupancy or increase of hazard shall be noted on the policy and the mortgagee shall on demand pay the premium for the increased hazard for the term it existed under this policy. If such premium is not paid, this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms. If so cancelled, this policy shall continue in force for the benefit only of the mortgagee for ten days after notice to the mortgagee of such cancellation and shall then cease. The Company shall have the right to cancel this agreement on ten days notice to the mortgagee.

When the Company shall pay the mortgagee any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the mortgagee to whom such payment shall have been made, under the mortgage debt. In lieu of taking such subrogation, the Company may, at its option, pay to the mortgagee the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities. However, no subrogation shall impair the right of the mortgagee to recover the full amount of said mortgagee's claim.

20. Recoveries. In the event the Company has made a payment for loss under the policy and a subsequent recovery is made of the lost or damaged property, the insured shall be entitled to all recoveries in excess of the amount paid by the Company, less only the actual cost of effecting such recoveries.

21. Loss Clause. Any loss hereunder shall not reduce the amount of this insurance.

22. No Benefit To Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.

23. No Control. This insurance shall not be prejudiced

(a) by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building when such act or neglect of the owner or occupant is not within the control of the insured, or

(b) by failure of the insured to comply with any warranty or condition contained in any endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

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CONDITIONS APPLICABLE TO SECTION II

1. **Supplementary Payments.** The Company will pay in addition to the applicable limit of liability

(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon.

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds.

(c) expenses incurred by the insured for first aid to others at the time of an accident for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

2. **Premium.** Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

3. **Financial Responsibility Laws.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit.**

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Medical Reports; Proof and Payment of Claim.** As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

6. **Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party in any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

7. **Other Insurance.** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8. **Annual Aggregate.** If this policy is issued for a period in excess of one year, any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

9. **Nuclear Exclusion.**

I. This policy does not apply,

(a) Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

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(c) Under any Liability Coverage to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom,

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material.

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property.

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DEFINITIONS APPLICABLE TO SECTION II

When used in the provisions applicable to Section II of this policy (including endorsements forming a part hereof)

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work, or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the named insured under the contract have been completed.

(2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy.

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

ELECTRONICALLY FILED - 2020 Apr 13 05:26 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4002088
ELECTRONICALLY FILED - 2020 Oct 22 03:38 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4002088

COINSURANCE CONTRACT

SPECIAL MULTI-PERIL POLICY
SECTION I—SPECIAL BUILDING FORM

MP 00 01
(Ed. 10

I. PROPERTY COVERED

BUILDING(S): Buildings(s) or structure(s) shall include attached additions and extensions; fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building(s); materials and supplies intended for use in construction, alteration or repair of the building(s) or structure(s); yard fixtures; personal property of the insured used for the maintenance or service of the building(s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (but not including other personal property in apartments or rooms furnished by the named insured as landlord); all while at the designated premises.

II. ADDITIONAL COVERAGE

COLLAPSE—This policy insures against risk of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

a. fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism or malicious mischief; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; all only as insured against in this policy;

b. hidden decay;

c. hidden insect or vermin damage;

d. weight of people or personal property;

e. weight of rain which collects on a roof;

f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Company shall not be liable for loss to the following types of property under items b., c., d., e. and f. unless the loss is a direct result of the collapse of a building:

1. Outdoor radio or television antennas, including their lead-in wiring, masts or towers; awnings; gutters and downspouts; yard fixtures;

2. If specifically covered in this policy, outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage does not increase the amount(s) of insurance provided in this policy.

III. PROPERTY NOT COVERED

This policy does not cover:

A. Outdoor swimming pools, fences, piers, wharves and docks, beach or diving platforms or appurtenances; retaining walls not constituting a part of a building; walks, roadways and other paved surfaces;

B. The cost of excavations, grading or filling, foundations of buildings, machinery, boilers or engines whose foundations are below the undersurface of the lowest basement floor, or where there is no basement, below the surface of the ground; pilings, piers, pipes, flues and drains which are underground; pilings which are below the low water mark;

C. Outdoor signs, whether or not attached to a building or structure;

D. Lawns, outdoor trees, shrubs and plants, except as provided in the Extensions of Coverage;

E. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

IV. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

A. Plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) are not covered against loss caused by or resulting from freezing while the designated buildings are vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy.

B. Steam boilers, steam pipes, steam turbines or steam engines are not covered against loss caused by any condition or occurrence within such boilers, pipes, turbines or engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom).

C. Hot water boilers or other equipment for heating water are not covered against loss caused by any condition or occurrence within such boilers or equipment, other than an explosion.

D. Glass is not covered against loss for more than $50 per plate, pane, multiple plate, insulating unit, radiant heating panel, jalousie, louver or shutter, nor for more than $250 in any one occurrence, unless caused by fire, lightning, windstorm, hail, aircraft, vehicles, discharge from fire protection or building service equipment, explosion, riot or civil commotion, and then the Company shall be liable only to the extent that such perils are insured against in this policy.

E. Fences, pavements, outdoor swimming pools and related equipment, retaining walls, bulkheads, piers, wharves or docks, when covered under this policy, are not covered against loss caused by freezing or thawing, impact of watercraft, or by the pressure or weight of ice or water whether driven by wind or not.

F. Metal smokestacks and, when outside of buildings, (1) awnings of fabric or slat construction, canopies of fabric or slat construction, including their supports, and (2) radio or television antennas, including their lead-in wiring, masts or towers are not covered against loss caused by ice, snow or sleet, nor by windstorm or hail.

G. The interior of buildings is not covered against loss caused by rain, snow, sand or dust, whether driven by wind or not, unless (1) the buildings shall first sustain an actual damage to roof or walls by the direct action of wind or hail, and then the Company shall be liable for loss to the interior of the buildings as may be caused by rain, snow, sand or dust entering the buildings through openings in the roof or walls made by direct action of wind or hail; or (2) such loss results from fire, lightning, aircraft, vehicles, explosion, riot or civil commotion, vandalism or malicious mischief, weight of ice, snow or sleet, to the extent that such perils are insured against in this policy.

H. Buildings or structures in process of construction, including materials and supplies therefor, when covered under this policy, are not covered against loss unless caused by fire, lightning, windstorm, hail, aircraft, vehicles, smoke, explosion, riot or civil commotion, vandalism or malicious mischief, and then the Company shall be liable only to the extent that such perils are insured against in this policy.

I. Property undergoing alterations, repairs, installation or servicing is not covered against loss if such loss is directly attributable to the operations or work being performed thereon, unless such loss is excluded by this policy ensues, and then the Company shall be liable for only loss caused by such ensuing peril.

ELECTRONICALLY FILED - 2021 Apr 13 10:26 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098
ELECTRONICALLY FILED - 2021 Oct 22 5:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098

V. EXTENSIONS OF COVERAGE

Except with respect to Extension D. Replacement Cost:

(A) Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance.

(B) The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. Newly Acquired Property: The insured may apply up to 25% of the limit of liability specified for Building(s), but not exceeding $100,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to the following described property:

1. New buildings and new structures being constructed on the designated premises and intended for similar occupancy when not otherwise covered by insurance. This coverage shall cease 30 days from the date construction begins or on the date the values of new construction are reported to the Company, or on the expiration date of the policy, whichever occurs first.

2. Buildings acquired by the insured at any location, elsewhere than at the designated premises, within the territorial limits of this policy and used for similar occupancies or warehouse purposes. This coverage shall cease 30 days from the date of such acquisition or on the date values of the buildings are reported to the Company, or on the expiration date of the policy, whichever occurs first.

Additional premium shall be due and payable for values so reported from the date construction begins or the property is acquired.

B. Off-Premises: The insured may apply up to 2% of the limits of liability specified for Building(s), but not exceeding $5,000, at a described location to cover direct loss in any one occurrence by a peril not otherwise excluded to property covered under Building(s) while removed from designated premises for purposes of cleaning, repairing, reconstruction or restoration. This Extension of Coverage shall not apply to property in transit, nor to property on any premises owned, leased, operated or controlled by the insured.

C. Outdoor Trees, Shrubs and Plants: The insured may apply up to $1,000 to cover outdoor trees, shrubs and plants at the designated premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against herein. The Company shall not be liable for more than $250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.

D. Replacement Cost: In the event of loss to a building structure covered under this policy, when the full cost of repair or replacement is less than $1,000, the coverage of this policy is extended to cover the full cost of repair or replacement (without deduction for depreciation). Coverage shall be applicable only to a building structure covered hereunder, but excluding outdoor furniture, outdoor equipment, floor coverings, awnings, and appliances for refrigerating, ventilating, cooking, dishwashing and laundering, all whether permanently attached to the building structure or not.

The Company shall not be liable under this Extension of Coverage unless the whole amount of insurance applicable to the building structure for which claim is made is equal to or in excess of the amount produced by multiplying the co-insurance percentage applicable (specified in the Declarations) by the actual cash value of such property at the time of the loss.

VI. PERILS INSURED AGAINST

This policy insures against risks of direct physical loss unless the loss is excluded in VII. Exclusions below, subject to the provisions and stipulations herein and in the policy of which this form is made a part.

VII. EXCLUSIONS

1. This policy does not insure against loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

A. Loss occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair, or demolition of buildings or structures including debris removal expense.

B. Loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.

C. Loss caused by, resulting from, contributed to or aggravated by any of the following:

1. earth movement, including but not limited to earthquake landslide, mudflow, earth sinking, earth rising or shifting;

2. flood, surface water, waves, tidal water or tidal wave overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;

3. water which backs up through sewers or drains; or

4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion, but these exclusions shall not apply to loss arising from theft.

5. volcanic eruption unless direct loss by fire or breakage of glass or safety glazing material ensues. In this event, this Company shall be liable for only the direct loss to the property insured caused by the ensuing fire and if an insured peril, the ensuing breakage of glass or safety glazing material.

Volcanic eruption means the eruption, explosion or effusion of a volcano.

D. War Risk and Governmental Action Exclusion as contained in the SMP Policy Conditions and Definitions Form.

E. Nuclear Clause and Nuclear Exclusion as contained in the SMP Policy Conditions and Definitions Form.

2 This policy does not insure under this form against loss caused by

A wear and tear, deterioration, rust or corrosion, mould, wet or dry rot, inherent or latent defect; smog; smoke, vapor or gas from agricultural or industrial operations; mechanical breakdown, including rupture or bursting caused by centrifugal force; settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, animals, birds, vermin, termites or other insects; unless loss by a peril not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss.

If loss by water not otherwise excluded ensues, this policy shall also cover the cost of tearing out and replacing any part of the building covered required to effect repairs to the plumbing, heating or air conditioning system or domestic appliance from which the water escapes, but excluding loss to the system or appliance from which the water escapes.

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B. explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the Company shall be liable for only such ensuing loss;

C. vandalism, malicious mischief, theft or attempted theft, if the building had been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, unless loss by a peril not excluded in this policy ensues, and then the Company shall be liable for only such ensuing loss; nor shall this exclusion be applicable to such unoccupancy as is usual or incidental to the described occupancy;

D. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;

E. theft (including but not limited to burglary and robbery) of any property which at the time of loss is not installed or attached to and made a part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then the Company shall be liable for only such ensuing loss;

F. unexplained or mysterious disappearance of any property, or shortage disclosed on taking inventory, or caused by any willful or dishonest act or omission of the insured or any associate, employee or agent of any insured;

G. continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years;

H. collapse, except as provided above in the Collapse Additional Coverage. If a peril not otherwise excluded ensues on the described premises, this Company will pay only for loss caused by the ensuing peril.

3. This policy does not insure under this form against loss occasioned directly or indirectly by any electrical injury or disturbance to electric appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable only for loss caused by the ensuing fire.

4. This policy does not insure against loss caused by any of the following. However, any ensuing loss not excluded or excepted in this policy is covered.

A. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;

B. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;

C. Faulty, inadequate or defective:

1. planning, zoning, development, surveying, siting;

2. design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

3. materials used in repair, construction, renovation or remodeling; or

4. maintenance;

of part or all of any property on or off the described premises.

VIII. VALUATION

The following bases are established for valuation of property:

All property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.

ELECTRONICALLY FILED - 2021 Apr 23 10:26 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098

COINSURANCE CONTRACT

SPECIAL MULTI-PERIL POLICY
SECTION I—SPECIAL PERSONAL PROPERTY FORM

MP 00 14
(Ed. 10 83)

I. PROPERTY COVERED

PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the insured; all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions constituting a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to a removal by the insured.

PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the insured, while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made.

II. ADDITIONAL COVERAGE

COLLAPSE—This policy insures against risk of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

a. fire, lightning, windstorm, hail, explosion, smoke, aircraft, vehicles, riot, civil commotion, vandalism or malicious mischief, breakage of glass, falling objects, weight of snow, ice or sleet, water damage, all only as insured against in this policy.

b. hidden decay;

c. hidden insect or vermin damage;

d. weight of people or personal property;

e. weight of rain which collects on a roof;

f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Company shall not be liable for loss to the following types of property, if otherwise covered in this policy, under items b., c., d., e. and f., unless the loss is a direct result of the collapse of a building:

outdoor radio or television antennas, including their lead-in wiring, masts or towers, awnings, gutters and downspouts; yard fixtures, outdoor swimming pools, fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage does not increase the amount(s) of insurance provided in this policy.

III. PROPERTY NOT COVERED

This policy does not cover:

A. Property sold by the insured under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers.

B. Aircraft, watercraft including motors, equipment and accessories (except rowboats and canoes while out of water and on the designated premises); and automobiles, trailers, semi-trailers or any self propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured.

This provision does not apply to the following types of property when held for sale or sold but not delivered.

1. Watercraft (including motors, equipment and accessories) while not afloat.

2. Motorcycles, motorscooters and snowmobiles, or

3. Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured.

1. Aircraft;

2. Watercraft, including motors, equipment and accessories, while not afloat, or

3. Automobiles, trailers, semi-trailers or any self propelled vehicles or machines.

C. Personal property while waterborne.

D. Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage.

E. Accounts, bills, currency, deeds, evidences of debt, money and securities.

F. Outdoor signs, whether or not attached to a building or structure.

G. Growing crops and lawns.

H. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

IV. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

1. Except for loss caused by the "specified perils":

(a) Fur and fur garments are covered for not exceeding loss in the aggregate of $2,500 in any one occurrence for all contributing insurance.

(b) Jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals are covered for not exceeding loss in the aggregate of $2,500 in any one occurrence for all contributing insurance. This limitation shall not apply to jewelry and watches valued at $50 or less per item.

(c) Patterns, dies, molds, models and forms are covered for not exceeding loss in the aggregate of $2,500 in any one occurrence for all contributing insurance.

(d) Stamps, tickets and letters of credit are covered for not exceeding loss in aggregate of $250 in any one occurrence for all contributing insurance.

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2. Valuable papers and records meaning computer programs and books of account, manuscripts, abstracts, drawings, card index systems and other records including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, are covered only against loss caused by the "specified perils".

3. Animals and pets are not covered, except when held for sale or sold but not delivered, and then only against death or destruction directly resulting from or made necessary by the "specified perils".

4. Outdoor trees, shrubs and plants are not covered, except: (a) when held for sale or sold but not delivered, and then only against direct loss by the "specified perils", or (b) as provided in the Extensions of Coverage.

5. Glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature are covered against loss by breakage only if directly caused by the "specified perils". This limitation shall not apply to bottles or similar containers of property for sale, or sold but not delivered, nor to lenses of photographic or scientific instruments.

6. Steam boilers, steam pipes, steam turbines and steam engines are not covered against loss caused by bursting, rupture, cracking or explosion originating therein (other than explosion of accumulated gases or unconsumed fuel within a fire box or combustion chamber).

7. Machines and machinery are not covered against loss caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.

The term "specified perils" shall mean direct loss by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail to property contained in any building, vandalism and malicious mischief, leakage or accidental discharge from automatic fire protective systems

V. EXTENSIONS OF COVERAGE

Each of the limits of liability specified or the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. Property at Newly Acquired Locations: The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding $10,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.

B. Personal Effects: The insured may apply up to $500 to cover direct loss in any one occurrence by the perils not otherwise excluded to personal effects while located on the designated premises, belonging to the insured, officers, partners or employees thereof, and limited to $100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.

C. Valuable Papers and Records: The insured may apply up to $500 to cover direct loss in any one occurrence by a peril not otherwise excluded to valuable papers and records consisting of computer programs and books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.

D. Outdoor Trees, Shrubs and Plants: The insured may apply up to $1,000 to cover outdoor trees, shrubs and plants at the designated premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against herein. The Company shall not be liable for more than $250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.

E. Extra Expense: The insured may apply up to $1,000 to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by a peril not otherwise excluded under this form to the buildings or personal property situated at the designated premises.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operations of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage for:

1. loss of income,

2. the cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or restore computer programs and books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced, or

3. any other consequential or remote loss

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F. Damage to Buildings from Theft, Burglary or Robbery: This policy includes loss (except by fires or explosion) to that part of the building occupied by the insured and containing property covered, and to equipment therein pertaining to the service of the building but not building property or equipment removed from premises, directly resulting from theft, burglary or robbery (including attempt thereat), provided the insured is the owner of such building or equipment or is liable for such damage, but in no event shall this coverage apply to glass (other than glass building blocks) or to any lettering or ornamentation thereon.

G. Transportation: The insured may apply up to $1,000 to cover insured personal property (other than property in the care, custody or control of salesmen) during transportation by motor vehicles owned, leased or operated by the insured for loss in any one occurrence caused by:

1. fire, lightning, windstorm and hail, explosion, smoke, riot, riot attending a strike and civil commotion, vandalism and malicious mischief; or

2. collision, overturning or upset of the vehicle; meaning thereby the violent and accidental contact of the vehicle conveying the property described herein with any other vehicle or object excluding any loss or damage done by coming in contact with any portion of the road bed or by means other than as expressly indicated; or

3. theft of an entire shipping bale, case or package from a vehicle while such property is contained in a fully enclosed and securely locked body or compartment and theft results from forcible entry, evidenced by visible marks upon such body or compartment.

H. Non-Owned Personal Property: The insured may apply at each location up to 2% of the limit of liability specified for Personal Property of the Insured at such location, but not exceeding $2,000, as an additional amount of insurance, to cover for the account of the owners thereof (other than the named insured) direct loss by a peril insured against to personal property, similar to that covered by this policy, belonging to others while in the care, custody or control of the named insured and all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made. As respects personal property belonging to others, this provision shall replace any loss payable provision of this policy.

I. Off-Premises: The insured may apply up to 2% of the limit of liability specified for Personal Property of the Insured, but not exceeding $5,000 nor less than $1,000, at a described location to cover direct loss in any one occurrence by a peril not otherwise excluded to the property covered under Personal Property of the Insured (other than merchandise or stock) while removed from designated premises. This Extension of Coverage shall not apply: (a) to loss by theft, (b) to property in transit nor (c) to property on any premises owned, leased, operated or controlled by the insured.

VI. PERILS INSURED AGAINST

This policy insures against risks of direct physical loss unless the loss is excluded in VII. Exclusions below, subject to the provisions and stipulations herein and in the policy of which this form is made a part.

VII. EXCLUSIONS

1. This policy does not insure against loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

A. Loss occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair or demolition of property, including debris removal expense.

B. Loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.

C. Loss caused by, resulting from, contributed to or aggravated by any of the following:

1. earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;

2. flood, surface water, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;

3. water which backs up through sewers or drains; or

4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors,

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion, but these exclusions shall not apply to loss arising from theft.

5. volcanic eruption unless direct loss by fire or breakage of glass or safety glazing material ensues. In this event, this Company shall be liable for only the direct loss to the property insured caused by the ensuing fire and if an insured peril, the ensuing breakage of glass or safety glazing material.

Volcanic eruption means the eruption, explosion or effusion of a volcano.

D. War Risk and Governmental Action Exclusion as contained in the SMP Policy Conditions and Definitions Form.

E. Nuclear Clause and Nuclear Exclusion as contained in the SMP Policy Conditions and Definitions Form.

2. This policy does not insure under this form against loss caused by:

A. unexplained or mysterious disappearance of property, or shortage of property disclosed on taking inventory;

B. actual work upon, installation or testing of property covered, failure, breakdown or derangement of machines or machinery; unless loss by fire or explosion not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss;

C. any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire;

D. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the described building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;

E. delay, loss of market, interruption of business, nor consequential loss of any nature;

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F. (a) wear and tear, marring or scratching;

(b) deterioration, inherent vice, latent defect;

(c) rust, mold, wet or dry rot, contamination;

(d) dampness or dryness of atmosphere, changes in or extremes of temperature;

(e) smog, smoke from agricultural smudging or industrial operations; or

(f) birds, vermin, rodents, insects or animals;

unless loss by fire, smoke (other than smoke from agricultural smudging or industrial operations), explosion, collapse of a building, glass breakage or water not otherwise excluded ensues, then this policy shall cover only such ensuing loss.

If loss by water not otherwise excluded ensues, this policy shall also cover the cost of tearing out and replacing of any part of the building covered required to effect repairs to the plumbing, heating or air conditioning system or domestic appliance but excluding loss to the system or appliance from which the water escapes;

G. explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the Company shall be liable for only such ensuing loss;

H. voluntary parting with title or possession of any property by the insured or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick, device or false pretense;

I. any fraudulent, dishonest or criminal act done by or at the instigation of any insured, partner or joint adventurer in or of any insured, an officer, director or trustee of any insured; pilferage, appropriation or concealment of any property covered due to any fraudulent, dishonest or criminal act of any employee while working or otherwise, or agent of any insured, or any person to whom the property covered may be entrusted;

J. continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years;

K. rain, snow or sleet to property in the open; or

L. collapse, except as provided above in the Collapse Additional Coverage. If a peril not otherwise excluded ensues on the described premises, this Company will pay only for loss caused by the ensuing peril.

3. This policy does not insure against loss caused by any of the following. However, any ensuing loss not excluded or excepted in this policy is covered.

A. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;

B. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;

C. Faulty, inadequate or defective:

1. planning, zoning, development, surveying, siting;

2. design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

3. materials used in repair, construction, renovation or remodeling; or

4. maintenance

of part or all of any property on or off the described premises.

VIII. VALUATION

The following bases are established for valuation of property:

A. The value of all stock actually sold but not delivered shall be the price at which it was sold, less all discounts and unincurred expenses.

B. Tenants' Improvements and Betterments

1. If repaired or replaced at the expense of the named insured within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments.

2. If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were made to the expiration date of the lease.

3. If repaired or replaced at the expense of others for the use of the named insured, there shall be no liability hereunder.

C. Valuable Papers and Records

1. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material plus the cost of labor incurred by the named insured for transcribing or copying such records.

2. Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form.

3. Computer programs for not exceeding the cost of labor incurred by the named insured for transcribing or copying such programs.

D. All other property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.

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SPECIAL MULTI-PERIL POLICY
NON-ASSESSABLE

Pennsylvania National Insurance Companies

POLICY NO. 515 50 28 53-8

THE LAST DAY OF EXPIRATION YEAR

INSURING OFFICE: SERO 025

ITEM 1. INSURED NAME AND MAILING ADDRESS (LAST NAME FIRST)
Covil Corporation, Inc. (See 70-53)
P OBox 1804
Greenville, Greenville, SC 29602

INSURED NO. 515 50 28 53-7
RATING PLAN: 99
TYPE BUS.: 2
BUS. CLASS: 3
SIC CODE: 2093
EMPLOYEE NUMBER: 6967

ITEM 2. POLICY PERIOD FROM 3/31/87 TO 3/31/88
12:01 A.M. STANDARD TIME AT LOCATION OF DESIGNATED PREMISES

AGENCY: Sam J Crain & Co.,Inc.
AGENCY NUMBER: 22 : 6729
ISSUING DATE: 4/8/871
PRODUCER ID:

In Consideration of the premium insurance is provided the named insured with respect to the designated premises shown in Item 4 below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

3 Audit Period: Annual unless otherwise stated

The Named Insured is: ☐ Individual ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Other:

4 Designated Premises (ENTER "SAME" IF SAME LOCATION AS ITEM 1 ABOVE)

	Tax Dist.	Occupancy of Premises
131 Pensley Cir. Greenville, Greenville, SC		Warehouse
Same		Warehouse

☐ Multiple buildings or premises as designated on Supplemental Declarations attached.

5 Insurance is provided with respect to the designated premises and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof.

	COVERAGES	CONTRIBUTORY % APPLICABLE	LIMITS OF LIABILITY		
			Bldg. No. 1 Loc. No. 1	Bldg. No. 1 Loc. No. 2	Bldg. No. Loc. No.
SECTION I PROPERTY COVERAGE	Building(s)	80	$ 893,000	$ 5000	$
	Personal Property of the Insured	80	$ 1,200,000	$ 2000	$
	Personal Property of Others		$	$	$
	Addl. Cov. (Specify) MP0420				$

Deductible: $ See 70-627 each occurrence. $ See 70-627 aggregate each occurrence.
If no deductible stated above, the deductible shall be $100 each occurrence, $1,000 aggregate each occurrence.

SECTION II LIABILITY COVERAGE	Bodily Injury and Property Damage Liability Combined Single Limit	$ 1,000,000	each occurrence	$ 1,000,000 aggregate
	Bodily Injury Liability	$	each occurrence	$ aggregate
	Property Damage Liability	$	each occurrence	$ aggregate
	Premises Medical Payments	$ 1,000	each person	$ 10,000 each accident
	Addl. Cov. (Specify) PI-1			

SECT. III CRIME COVERAGE ☒
SECT. IV BOILER AND MACHINERY COVERAGE ☐

As stated in the endorsement, made part of this Policy, if indicated by ☒

6. Forms and Endorsements made part of this policy at time of issue (enter Nos. and Ed. Date):
a. Section I - Forms and Endorsements only: MP0315 4/80 MP0090 7/77 MP0127 4/86 IL0018 10/84 MP0013 10/83 70-53 MP0014 10/83 MP0420 1/83 70-627 70-640 70-16 KO.520 9/65 70-1911 9/86 IL0928 5/86
b. Section II - Forms and Endorsements only: GL0104 7/66 GL9918 3/83 GL0032 4/84 70-1656 7/85 CGL-1 MP-1 PI-1 GL0300 7/81 70-260 73-3010
c. Section III - Forms and Endorsements only: MP0450 12/79 MP5231 7/77 MP0307 7/77 IL0249 9/86 GL2104 7/66
d. Section IV - Forms and Endorsements only: MP2405 7/77

7. Mortgagee: (Name and Address) Bldg. 1) Community Bank, P O Box 6807 Loc. 1) Bldg. 1) First Federal of SC SC 29611 Greenville, SC 29602 2304 W. Parker Rd. Greenville

8. The Total Advance Premium is $ 38193. and is payable $ 38393. at inception, and $ at each anniversary. Unless indicated by an X in the box below as "NOT APPLICABLE", the premium for installments subsequent to the initial installment shall be subject to adjustment on the basis of the rates in effect at each anniversary date. ☐ NOT APPLICABLE

THIS POLICY PROVIDES LIMITED COVERAGE FOR POLLUTION LIABILITY. READ YOUR POLICY CAREFULLY.

CODED BY: SR

Countersigned by: Authorized Agent

Form 70-1578 (Rev. 5-84)

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Pennsylvania National Insurance Companies

Pennsylvania National Mutual Casualty Insurance Company
P.O. Box 2361 • Harrisburg, PA 17105

COMPREHENSIVE GENERAL LIABILITY
INSURANCE COVERAGE PART

SCHEDULE Policy No.

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises—Operations	Indicate Subline	(a) Area (sq. ft.) (b) Frontage (c) Remuneration (d) Receipts (e) No. Units	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit			
Escalators (Number at Premises)	Subline 314	Number Insured	Per Landing			
Independent Contractors	Subline 315	Cost	Per $100 of Cost			
Products/Completed Operations	Subline 316	(a) Receipts	(a) Per $1,000 of Receipts			
				Total Advance B.I. and P.D. Premiums		
				Total Advance Premium		$

Location of all premises owned by, rented to or controlled by the named insured
(ENTER "SAME" IF SAME AS ITEM 1. OF DECLARATIONS)

Interest of named insured in such premises "OWNER", "GENERAL LESSEE" OR "TENANT"

Part occupied by named insured

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

"sales" means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

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Pennsylvania National Insurance Companies

Pennsylvania National Mutual Casualty Insurance Company
P.O. Box 2361 • Harrisburg, PA 17105

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

SCHEDULE

Policy No

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES: BODILY INJURY	RATES: PROPERTY DAMAGE	ADVANCE PREMIUM: BODILY INJURY	ADVANCE PREMIUM: PROPERTY DAMAGE
Premises—Operations	Indicate Subline	(a) Area (sq. ft.) (b) Frontage (c) Remuneration (d) Receipts (e) No. Units	(a) Per 100 sq. ft. of Area (b) Per lineal ft. (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit			
See 70-260					4967.	19,145.
Escalators (Number of Premises)	Subline 314	Number Insured	Per Landing			
cov. subj. to audit						
Independent Contractors construction operations contractor not railroads-excluding operations on board ships loc.1) T39-999	16291	Cost 500,000	.025	.020	125.	91.
		500,000	.013	.011	65.	50.
		2,000,000	.003	.004	55.	80.
		(a) Receipts	(a) Per $1,000 of Receipts			
Excluded						
				Total Advance B.I. and P.D. Premiums	5212.	19,366.
				Total Advance Premium		$ 24,578.

Location of all premises owned by, rented to or controlled (ENTER "SAME" IF SAME AS ITEM 1. OF DECLARATIONS) by the named insured: See U21205

Interest of named insured in such premises: owner ("OWNER", "GENERAL LESSEE" OR "TENANT")

Part occupied by named insured: entire

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

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but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the **insured** under an **incidental contract**, or

(2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;

(k) to **property damage** to

(1) property owned or occupied by or rented to the **insured**,

(2) property used by the **insured**, or

(3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;

(l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or

(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

(n) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to **property damage** included within:

(1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x".

(2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",

the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law

(i) an employee of the **named insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:

(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (i).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate":

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

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PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

EXTENSION SCHEDULE — Policy No.

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUMS	
Premises — Operations			Bodily Injury	Property Damage	Bodily Injury	Property Damage
		(a) Area (sq. ft.) (b) Frontage (c) Remuneration (d) Receipts (e) No. Units	(a) Per 100 sq. ft. of Area (b) Per lineal ft. (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit			
Insulation work installation or application of accoustical or thermal insulating material in buildings or within bldg. walls- NOC						
Loc. 1 T39-999	(313)	15161	c) 1,400,000	.276	.680	3516.	9520.
Loc. 2 T32-999	(313)	15161	c) 250,000	.357	3.324	812.	8310.
Loc. 3 T10-999	(313)	15161	c) 12,000	.775	3.156	85.	379.
Loc. 4 T16-999	(313)	15161	c) if any	.339	1.429	-	-
Loc. 5 T41-999	(313)	15161	c) 10,000	..494	2.902	45.	290.
Loc. 6 T45-999	(313)	15161	c) if any	.407	2.499	-	-
Loc. 7 T23-999	(313)	15161	c)if any	.512	.959	-	-
Contractors construction or erection exec. supervisors exercising supervision through superintendents and foremen- not direct supervision.							
Loc. 1 T39-999	(313)	15192	c)26,000	.990	.573	257.	136.
Loc. 3 T32-999	(313)	15192	c) if any	1.295	2.921	-	-
Loc. 9) T01-999	(313)	15192	c) if any	7.106	2.221	-	-
Air conditioning, heating or refrigeration systems or combined heating and air cond. system including duct work and piping-installation, servicing or repair-including shop and repair including shop and retail stores or display rooms							
Loc 1) T39-999		17140	c) 50,000	.553	1.020	252.	510.
Paper hanging							
Loc. 1 T39-999	(313)	17235	c) if any	.253	1.110	-	-
Loc. 3) T32-999	(313)	17235	c) if any	.362	3.324	-	-
Loc. 4) T10-999	(313)	17235	c) if any	.711	3.156	-	-
Loc. 9) T01-999	(313)	17235	c) if any	1.747	2.841	-	-

Form 70-260

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PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

HOME OFFICE COPY

SCHEDULE

General—Automobile Liability Policy No.

COVERAGE	LIMITS OF LIABILITY	ADVANCE PREMIUM
P. Personal Injury Liability	$ 1,000 ,000 aggregate	
The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.		
GROUPS OF OFFENSES		
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution		$ 745.
B. Libel, Slander, Defamation or Violation of Right of Privacy		$
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy		$
Insured's Participation 0 %	Minimum Premium $ N/A Total Advance Premium	$ 745.1

Form PI-1 Ed. 10-1-66 Rev. 1-1-73

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Pennsylvania National Insurance Companies

Pennsylvania National Mutual Casualty Insurance Company
P.O. Box 2361 - Harrisburg PA 17105

HOME OFFICE COPY

PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

SCHEDULE

General--Automobile Liability Policy No.

	COVERAGE	ADVANCE PREMIUM
(a) Premises and operations	15161, 15192, 17140 17235	$ 157.
(b) Escalators		$
(c) Sports activities		$
	Total Advance Premium	$ 157.

COVERAGE E —PREMISES MEDICAL PAYMENTS

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of accident on account of such bodily injury, provided such bodily injury arises out of a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply:

(a) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any watercraft owned or operated by or rented or loaned to any insured, or

(ii) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises; or

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(b) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to bodily injury

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;

(d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land.

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

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SOUTH CAROLINA AMENDATORY ENDORSEMENT
(Inland and Seacoast Territories)

MP 03 15
(Ed 04 30)

The following clause is added with respect to coverage under Special Multi-Peril Policy:

General Building Form
Special Building Form
Builders' Risk Completed Value Form
Special Builders' Risk Completed Value Form
Condominium General Building Form
Condominium Special Building Form

Valuation Clause

With respect to loss to buildings insured against the perils of fire and lightning, the insured and the insurer:

(1) agree that the value of buildings described in this policy is as indicated in the schedule below, and

(2) fix the amount of insurance to be carried on the buildings in accordance with the schedule below.

AGREED VALUE OF BUILDINGS

Loc. No. 1	Bldg. No. 1	$ 893,000	Loc. No.		Bldg. No.		$
Loc. No. 1	Bldg. No. 2	$ 5,000	Loc. No.		Bldg. No.		$
Loc. No.	Bldg. No.	$	Loc. No.		Bldg. No.		$

For Builders' Risk Completed Value Form and Special Builders' Risk Completed Value Form the Agreed Value of Buildings represents the value when completed.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

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AMENDATORY ENDORSEMENT
PREJUDGMENT INTEREST

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the **insured** on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

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The Attaching Clause need be completed only when any of these endorsements are issued subsequent to preparation of the policy.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

Policy Number . . . . . Effective . . . . . Expiring . . . . . Issued to . . . . . .

Endorsement No. . . . . Effective . . . . . Agent . . . . . .

. . . . . Authorized Representative . . . . . .

SPECIAL NAMED INSURED ENDORSEMENT

It is agreed that the person(s) or organization(s) named in the Declarations of this policy is(are) as follows:

Covil Corp.,Inc. Covil Residentail Insulation, Inc. CovilConst. Co., Inc. (Dormant Corp.) Industrial and Assoc. Inc. (Dormant Corp.) John Hamrick Link-Pres. James P. Covil-Vice Pres. Yvonne W. Walls-Corporate Sec. and Tres. Charles McWhorter Assist. Corp. Sec.

It is further agreed that all named insureds are owned and controlled by the same financial interest.

It is further agreed that the inclusion of more than one insured shall not operate to increase the limits of the Company's liability.

Form 70-53 (Rev. 4/84)

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COINSURANCE CONTRACT

© 1982

REPLACEMENT COST COVERAGE ENDORSEMENT

MP 04 20
(Ed. 01 83)

This endorsement applies only with respect to the premises described in the following Schedule and affords insurance on a replacement cost basis only on the property described below.

SCHEDULE

Location Of Premises Location No.	Building No.	Property Covered on a Replacement Cost Basis (Specify Building or Personal Property of the Insured or both)
1,0	1	
1,	2	
2,	1	
2,	2	Both

1. Replacement Cost Clause. The provisions of Section I of this policy applicable to the property described as covered on a replacement cost basis are amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy, and the Coinsurance Clause of this endorsement supersedes and replaces all other Coinsurance Clauses otherwise applicable, subject in all other respects to the provisions of this endorsement and of Section I of this policy.
2. This policy does not cover the following property on a replacement cost basis:
   (a) stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith.
   (b) property of others.
   (c) household furniture or residential contents;
   (d) manuscripts.
   (e) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity or antiquity.
3. The Company shall not be liable under this endorsement for any loss unless and until the damaged or destroyed property is actually repaired or replaced by the insured with due diligence and dispatch.
4. Coinsurance Clause: This Company shall not be liable for a greater proportion of any loss or damage to the property covered under this policy than the limit of liability under this policy for such property bears to the amount produced by multiplying the coinsurance percentage applicable (specified in this policy) by the total of (a) the replacement cost (without deduction for depreciation) of that part of said property which is specifically described as covered on a replacement cost basis and (b) the actual cash value of that part of said property which is covered on an actual cash value basis at the time of loss.

   In the event that the aggregate claim for any loss is both less than $10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required, provided that nothing herein shall be construed to waive application of the first paragraph of this clause.

   If insurance under Section I of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

   The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination of actual cash value or replacement cost when applying the Coinsurance Clause.
5. This Company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amounts:
   (a) the amount of this policy applicable to the damaged or destroyed property;
   (b) the replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or
   (c) the amount actually and necessarily expended in repairing or replacing said property or any part thereof.
6. The insured may elect to make claim under this policy in accordance with its provisions, disregarding this endorsement, except that the foregoing Coinsurance Clause shall apply; and the insured may make further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided the Company is notified in writing within 180 days after loss of the insured's intent to make such further claim.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

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Pennsylvania National Insurance Companies

DEDUCTIBLE ENDORSEMENT

	FIRE	ECE	VMM	
Basis of Insurance $ ...	..... Full Coverage Rate	.....	.....	.....
Deductible Amount $ See 70-16	Credit for Deductible Amount See 70-16	See 70-16 %	See 70-16 %	See 70-16 See 70-16 %
Limit of Liability $	Rate for Deductible Insurance after Credit	.....	.....	.....

1. Each claim for loss or damage (separately occurring) shall be adjusted separately and from each such adjusted claim the sum of the deductible specified above shall be deducted. In the event of any recovery and/or salvage on a loss which has been or is being or is about to be paid hereunder, such recovery and/or salvage shall accrue entirely to the benefit of this Company under this policy until the sum paid by them has been made up.

2. The deductible specified above shall apply separately to each:

☒ Occurrence
☐ Location
☐ Item

(Indicate one) except ....

3. It is a condition of this policy that the deductible amount specified shall be solely at the risk of the insured, and shall not be covered under any other policy of insurance, except as provided in Paragraph 4.

4. No additional insurance shall be permitted unless permission is granted by the completion of the following:

A. Permission is granted to carry additional insurance in the amount of $..... ..... applying to property situated at ..... which shall be deemed to be concurrent insurance.

B. When additional concurrent insurance is carried in accordance with Item A of this paragraph, the deductible amount specified herein shall apply to this policy, only to the extent of the pro rata proportion which this policy bears to the total permitted insurance.

C. Additional insurance carried in accordance with the foregoing shall be added to the sum set forth in this policy as "Basis of Insurance" for the purpose of determining compliance with any coinsurance, contribution, average, or distribution clause.

D. Additional insurance which is permitted by the terms of this endorsement shall not violate the conditions of Paragraph 3, whether or not such additional insurance contains a deductible clause.

E. When additional insurance is not disclosed and permission granted hereunder, the full amount of the deductible shall apply to any losses apportioned to this policy.

5. In consideration of the reduced rate(s) at which this insurance is written, this company shall in no event be liable with respect to any one loss for an amount greater than its pro rata proportion of the sum set forth as "Limit of Liability," or if more than one location be insured hereunder with a specific "Limit of Liability" applicable to each location, in no event shall this company be liable with respect to any location for an amount greater than its pro rata proportion of the "Limit of Liability" applicable thereto.

6. It is a condition of this policy that any coinsurance, contribution, average or distribution clause, which may be a part hereof, shall apply to the full value of the property insured, without reduction for the amount of the deductible specified herein, and that such deductible shall apply after any penalty has been assessed by the application of such coinsurance, contribution, average or distribution clause. For the purpose of determining compliance with any such coinsurance, contribution, average or distribution clause, the sum set forth as "Basis of Insurance" shall be applied to the full value of the property as aforesaid.

Attached to and forming part of Policy No. .....

of the ..... Dated ..... , 19.....
(Name of Insurance Company)

..... Agent

Form 70-627 (Ed. 5/80)

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Pennsylvania National Insurance Companies

Pennsylvania National Mutual Casualty Insurance Company

SUPPLEMENT TO DEDUCTIBLE ENDORSEMENT

1. The term "Occurrence" as contained in the deductible endorsement of this policy, shall be held to mean a single incident or event. When, however, the term "Occurrence" shall apply to loss or losses from windstorm if insured hereunder, it shall be held to mean a period of 48 consecutive hours.

2. When at the election of the policyholder, the deductible amount is applied to each location, the term "Location" insofar as such property is insured hereunder, shall be held to mean:

   A. each building, including contents thereof, to the extent they are insured hereunder, or

   B. a number of buildings including their contents, in a single group, and designated as a single location in this policy or in the application for insurance.

   C. (if any other basis mutually agreed upon, indicate hereunder)

   _____

   _____

   _____

   _____

   In the case of a policy written to cover more than one location subject to a deductible such locations will be designated in the policy.

3. The term "Item" shall be held to mean the individual descriptions of the property insured and designated by the terms "Items 1", "Item 2", etc. on the form attached to this policy.

All other terms and conditions of the policy remain unchanged.

Attached to and forming part of Policy No. _____.

of the _____ Dated _____, 19 _____.
(Name of Insurance Company)

_____ Agent

Form 70-640

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(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

Policy Number ..... Effective ..... Expiring ..... Issued to .....

Endorsement No. ..... Effective ..... Agent .....

Authorized Representative .....

AMENDATORY ENDORSEMENT

Supplemental Schedule - Deductible Endorsement

Location # 1 — Item # 1 Bldg.

Basis of Insurance 893,000

Deductible Amount 1,000

Limit of Liability 893,000

Company Participation 100%

Credit for Deductible Amount 16%

Location # 1 — Item # 1 Conts.

Basis of Insurance ~~1,200,000~~

Deductible Amount 1,000

Limit of Liability ~~1,200,000~~

Company Participation 100%

Credit for Deductible Amount 16%

Location # 1 — Item # 2 Bldg.

Basis of Insurance ~~5,000~~

Deductible Amount 1,000

Limit of Liability 5,000

Company Participation 100%

Credit for Deductible Amount 15%

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(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PENNSYLVANIA

Policy Number ..... Effective ..... Expiring ..... Issued to .....

Endorsement No. ..... Effective ..... Agent .....

Authorized Representative .....

AMENDATORY ENDORSEMENT

Supplemental Schedule - Deductible Endorsement

Location # 1

Basis of Insurance 2,000

Deductible Amount 1,000

Limit of Liability 2,000

Company Participation 100%

Item # 2 (conts.)

Credit for Deductible Amount ~~10%~~

Location # 2

Basis of Insurance ~~92,000~~

Deductible Amount ~~1,000~~

Limit of Liability ~~92,000~~

Company Participation ~~100%~~

Item #

Credit for Deductible Amount

Location # 2

Basis of Insurance ~~131,000~~

Deductible Amount 1,000

Limit of Liability 131,000

Company Participation 100%

Item #

Credit for Deductible Amount

Form 70-16

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No. 520
Ala.-Fla.-S. C.
(Edition 9-65)

LOSS PAYABLE

It is stipulated that any loss due the Insured under this policy shall be held payable to Telephone Control Corp. 302 Research Dr. Norcross, Ga. 30092 as their interest may appear, subject, nevertheless, to all conditions of the policy.

Note to Agents—The "attaching" portion may be torn off if the clause is attached when the policy is written.

Attached to and forming part of Policy No. 515 50 28 53-8 of the PA NAT MUT CAS INS CO (NAME OF INSURANCE COMPANY) issued at its (CITY OR TOWN) Sam J Crain (STATE) Agency.

Dated

Agent

No. 520 (9-65) (Ala., Fla., S. C.)

No. 520 (9-65) (Ala., Fla., S. C.)

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Pennsylvania National Insurance Companies

Pennsylvania National Mutual Casualty Insurance Company
P.O. Box 2361 • Harrisburg, PA 17105

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number ..... Effective ..... Expiring .....

Issued to .....

Endorsement No. ..... Effective .....

Agent .....

Authorized Representative .....

TANNING BOOTHS OR SUNTANNING PROCEDURES EXCLUSION ENDORSEMENT

It is agreed that this policy does not apply to **Bodily Injury, Property Damage** or **Personal Injury** arising out of the use of sunlamps, suntanning equipment, tanning booths or other similar equipment.

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IL 09 28
(Ed. 05-86)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured Countersigned by_____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
BUSINESS OWNERS POLICY
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants is replaced by the following:

(1) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) at or from premises owned, rented or occupied by the **named insured**;

(b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

(d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

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

Subparagraphs (a) and (d) (i) of paragraph (1) of this exclusion do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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GL 01
(Ed. 07

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ELECTRONICALLY FILED - 2021 Oct 22 5:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4002098

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person u the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

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GL 99 18 03 83
(Ed. 03 83)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the Policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE

AMENDMENT OF DEFINITION—INCIDENTAL CONTRACT

It is agreed that the definition of **incidental contract** is amended to include any easement or license agreement in connection with vehicle or pedes private railroad crossing at grade.

Instructions

The provisions of this endorsement may be incorporated into General Liability policies.

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GL [illegible]
(Ed. 4/8

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Additional Premium $ _____ Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS INSURANCE
SMP LIABILITY INSURANCE

Amendatory Endorsement

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

(i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity;

(ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**; or

(iii) to **bodily injury** sustained by the spouse, child, parent, brother or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for c and loss of services.

This exclusion does not apply to liability assumed by the **insured** under an **incidental contract**.

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PENNSYLVANIA NATIONAL... Mutual Casualty INSURANCE COMPANY

IMPORTANT NOTICE -- PLEASE READ CAREFULLY

Please read the provisions of the Pollution Exclusion endorsement attached to this policy. It replaces the Pollution Exclusion contained in the policy wording.

This policy, with this Pollution Exclusion endorsement attached, does not provide coverage for liability resulting from pollution which occurs either gradually or in a sudden and accidental manner. Accordingly, this endorsement represents a reduction in the coverage afforded under your previous policy, by eliminating coverage for liability resulting from sudden and accidental pollution.

If you have any questions regarding this change, please contact your agent.

Form 70-1656 (Rev. 7/85)

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GL 03 00
(Ed. 07.81)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
SMP LIABILITY INSURANCE

DEDUCTIBLE LIABILITY INSURANCE

It is agreed that:

1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured, applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages, and the limit of liability shown in this policy as being applicable to "each occurrence" for such coverages shall be reduced by the amount of such deductible. The limit of liability shown in this policy as "aggregate", if any, for such coverages shall not be reduced by the application of such deductible amount.
2. The deductible amounts stated in the schedule apply as follows:
   (a) **PER CLAIM BASIS**—if the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
   (b) **PER OCCURRENCE BASIS**—if the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence, regardless of the number of persons or organizations who sustain damages because of that occurrence.
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

SCHEDULE

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	$	per claim
	$	per occurrence
Property Damage Liability	$	per claim
	$ 100.	per occurrence

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):—

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DEDUCTIBLE ON IA, II OR III
(For use with SMP Comprehensive Crime Coverage Endorsement Form Only)

MP 03 07 (Ed. 07 77)

It is agreed that, with respect to SMP Comprehensive Crime Coverage Endorsement Form, to which this endorsement is attached:

1. The Company shall not be liable under Insuring Agreement IA on account of loss through acts or defaults committed at any time, whether before or after this endorsement is effective, by any Employee or in which such Employee is concerned or implicated, unless the amount of such loss, after deducting the net amount of all reimbursement and recovery, including any cash deposit taken by the Insured, obtained or made by the Insured, other than from any bond or policy of insurance issued by a surety or insurance company and covering such loss, or by the Company on account thereof prior to payment by the Company of such loss, shall be in excess of

Dollars ($ 250.)

and then for such excess only, but in no event for more than the amount of insurance carried under Insuring Agreement IA on such loss.

2. The Company shall not be liable under Insuring Agreement II on account of any loss, except to the extent such loss is in excess of

Dollars ($ 250.), with the insurance then applying to such excess only, subject otherwise to the applicable limit of the Company's liability.

3. The Company shall not be liable under Insuring Agreement III on account of any loss, except to the extent such loss is in excess of

Dollars ($ 250.), with the insurance then applying to such excess only, subject otherwise to the applicable limit of the Company's liability.

4. In no event shall the Company be liable under any Insuring Agreement, as modified by this endorsement, for more than the amount specified in the Table of Limits of Liability as applicable to such Insuring Agreement subject, however, to Section 11.

5. Section 10 is deleted and the following inserted:

> "Section 10. If the Insured shall sustain any loss covered by this endorsement to which a deductible amount applies and such loss exceeds the applicable amount of insurance hereunder plus such Deductible Amount, the Insured shall be entitled to all recoveries made after payment by the Company of loss covered by this endorsement (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) by whomsoever made, less the actual cost of effecting such recoveries, until reimbursed for such excess loss; and any remainder, or, if there be no such excess loss, any such recoveries shall be applied first in reimbursement of the Company and thereafter in reimbursement of the Insured for that part of such loss within such Deductible Amount."

6. The Insured shall, within the time and in the manner prescribed in the said SMP Comprehensive Crime Coverage Endorsement, give the Company notice of any loss of the kind covered by Insuring Agreement IA whether or not the Company is liable therefor or for any part thereof, and upon the request of the Company shall file with it a brief statement giving the particulars concerning such loss.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

GL 21 04
(Ed. 07 66

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to **bodily injury** or **property damage** included within the **Completed Operations Hazard** or the **Products Hazard.**

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