Supreme Court of California
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Supreme Court of California
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Case No. S273179

IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA

TRUCK INSURANCE EXCHANGE,
Plaintiff and Appellant,

v.

KAISER CEMENT AND GYPSUM CORP., et al.,
Defendants, Cross-complainants and Appellants.

APPLICATION TO FILE *AMICUS CURIAE* BRIEF AND AMICUS BRIEF OF SANTA FE BRAUN, INC. IN SUPPORT OF AFFIRMANCE

After a Decision by California Court of Appeal,
Second Appellate District, Division Four
Case No. B278091

Appeal from the Superior Court for the State of California,
County of Los Angeles, Case No. BC249550
The Honorable Kenneth Freeman, Judge

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TABLE OF CONTENTS

Page

APPLICATION OF SANTA FE BRAUN, INC. IN SUPPORT OF LEAVE TO FILE AMICUS CURIAE BRIEF IN SUPPORT OF AFFIRMANCE 5

AMICUS BRIEF OF SANTA FE BRAUN, INC. IN SUPPORT OF AFFIRMANCE 8

I. INTRODUCTION 8

II. ARGUMENT 12

A. Truck's Ability to Obtain Equitable Contribution from the Excess Insurers Would Violate the "All Sums" Rule and Harm its Insured 12

B. Truck has no Equitable Contribution Rights Against the Excess Insurers Regardless of Whether "Vertical" or "Horizontal" Exhaustion Applies 16

C. There Should be No "Default" Rules of Exhaustion 18

III. CONCLUSION 22

TABLE OF AUTHORITIES

Page(s)

Cases

Aerojet-General Corp. v. Transport Indem. Co. (1997)
17 Cal.4th 38 17

Amer. Auto. Ins. Co. v. Seaboard Sur. Co. (1957)
155 Cal.App.2d 192 16

Armstrong World Industries, Inc. v. Aetna Cas. & Sur. Co. (1996)
45 Cal.App.4th 1 ..... 6, 14

Axis Surplus Ins. Co. v. Glencoe Ins. Ltd. (2012)
204 Cal.App.4th 1214 21

Community Redevelopment v. Aetna Cas. & Sur. Co. (1996)
50 Cal.App.4th 328 ..... *passim*

Dart Industries, Inc. v. Commercial Union Ins. Co. (2002)
28 Cal.4th 1059 ..... 11, 12

Fireman's Fund Ins. Co. v. Maryland Cas. Co. (1998)
65 Cal.App.4th 1279 ..... 8, 15

Garriott Crop Dusting v. Superior Court (1990)
221 Cal.App.3d 783 18

Harbor Ins. Co. v. Central National Ins. Co. (1985)
165 Cal.App.3d 1029 19

HDI-Gerling America Ins. Co. v. Homestead Ins. Co. (N.D. Cal.,
July 11, 2008) 2008 WL 2740338 21

Maryland Cas. Co. v. Nationwide Mut. Ins. Co. (2000)
81 Cal.App.4th 1082 8

Montrose Chem. Corp. v. Admiral Ins. Co. (1995)
10 Cal.4th 645 (1995) 12

Montrose Chemical Corp. v. Superior Court (2015)
9 Cal.5th 215 ..... 5, 11, 13, 17

SantaFe Braun, Inc. v. Insurance Company of North America (2020)
52 Cal.App.5th 19.....*passim*

Signal Companies, Inc. v. Harbor Ins. Co. (1980)
27 Cal.3d 359.....9, 19

State of California v. Continental Ins. Co. (2012)
55 Cal.4th 186.....9, 12, 13

Stonelight Tile, Inc. v. California Ins. Guar. Ass'n. (2007)
150 Cal.App.4th 19.....13

Truck Insurance Exchange v. Kaiser Cement,
2022 WL 71771 .....7, 14, 18, 20

Universal Underwriters Ins. Co. v. Aetna Ins. Co. (1967)
249 Cal.App.2d 144.....9

Court Rules

California Rules of Court, Rule 8.520(f)(4).....7

APPLICATION OF SANTA FE BRAUN, INC. IN SUPPORT OF LEAVE TO FILE AMICUS CURIAE BRIEF IN SUPPORT OF AFFIRMANCE

Santa Fe Braun, Inc. (formerly known as C.F. Braun & Co.) ("Braun") respectfully requests leave to appear as *amicus curiae* and file the accompanying brief in support of affirmance of the judgment. Braun has an asbestos insurance coverage case pending in the Superior Court for the City and County of San Francisco. It is an affiliate of the Braun Trust, a qualified settlement fund established by an order of the Superior Court to hold certain of Braun's insurance proceeds used to defend and resolve long-tail asbestos liability claims that continue to be asserted against the company.

Decisions of this Court and the courts of appeal over the past three decades have given policyholders substantial flexibility to utilize their historic insurance assets in the manner they deem appropriate to respond to long-tail claims, such as those involving environmental property damage, product liability and toxic torts. These decisions recognize "the uniquely progressive nature of long-tail injuries that cause progressive damage throughout multiple policy periods." *Montrose Chemical Corp. v. Superior Court* (2020) 9 Cal.5th 215, 228. The fundamental principle underlying the decisions is to permit the insured to secure "immediate access to the insurance it purchased." *Id*. After that has occurred, the insurers "can then sort out their proportional share through actions for equitable contribution or subrogation." *Id*.

But the insurers' ability to "sort out their proportional share" via an allocation procedure can happen only after the insured is covered "in full." *Armstrong World Industries, Inc. v. Aetna Cas. & Sur. Co.* (1996) 45 Cal.App.4th 1, 53 ("we find no error in the decision to hold each policy responsible in full" subject to the insurers' right to seek to allocate the loss between themselves). "Allocation" of a loss between insurers should not affect the amount of coverage the insured obtains from its insurers.

Issues of "allocation" have been tried in Santa Fe Braun's case in San Francisco Superior Court in six previous bifurcated trial proceedings. Some of the issues were reviewed and resolved in Braun's favor by the First District court of appeal in *SantaFe Braun, Inc. v. Insurance Company of North America* (2020) 52 Cal.App.5th 19 ("*Braun*"). This Court denied the excess insurers' petition for review on September 30, 2020. On remand, a seventh trial on "allocation" issues is set to proceed in 2023.

Each of Santa Fe Braun's insurers is also "deemed" to have filed cross-complaints against each other for "equitable contribution." Braun seeks leave to appear here because the resolution of the equitable contribution issues in this case may influence the amount of asbestos insurance coverage Braun ultimately obtains from its insurers.

Braun is also concerned with the way in which the *Braun* decision has been addressed by the parties and by the court of appeal. The parties cited the decision several times. Among other things, Petitioner Truck Insurance Exchange asserts

that *Braun*, as well as other decisions, held that "the key in determining whether vertical or horizontal exhaustion applies is the meaning of 'other insurance'" in the policies. Opening Brief, at 43 (emphasis original). That is not correct. Respondents Excess Insurers are also incorrect when they assert that a Connecticut intermediate appellate court decision presents a "compelling analysis of California law" by refusing to apply the precedential *Braun* decision while lapsing into some of the confusion that *Braun* eliminated. Respondents' Answer Brief at 44, n. 15. Santa Fe Braun disagrees that the Connecticut court's analysis of California law was either correct or "compelling." And the court of appeal below itself "disagreed" with the Braun decision, although it reached the correct result in this case. *Truck Insurance Exchange v. Kaiser Cement*, 2022 WL 71771, at *27. Santa Fe Braun submits this brief also to address the court of appeal's mistaken perception of *Braun*.

Braun therefore has a direct interest in the outcome of this case. Leave to appear as *amicus curiae* should be granted.[1]

[1] No party or counsel for any party authored any portion of the brief. No party or counsel for any party made a monetary contribution intended to fund the preparation or submission of the brief. No person or entity other than the amicus curiae and its counsel made a monetary contribution intended to fund the preparation or submission of the brief. California Rules of Court, rule 8.520(f)(4).

AMICUS BRIEF OF SANTA FE BRAUN, INC.
IN SUPPORT OF AFFIRMANCE

I. INTRODUCTION

Petitioner Truck Insurance Exchange ("Truck") seeks to create a rule of equitable contribution that is contrary to decades of settled law. If adopted by this Court, Truck's proposed new rule could deprive California insureds of substantial amounts of insurance for which they paid that is responsive to long-tail bodily injury and property damage claims. Truck asserts that, as a primary insurer, it may seek equitable contribution from its insured's excess insurers. But, California law has held for decades that "in the absence of an agreement to the contrary, there is *never* any right to contribution between primary and excess insurers of the same insured." *Fireman's Fund Ins. Co. v. Maryland Cas. Co.* (1998) 65 Cal.App.4th 1279, 1300 (emphasis original) ("*Fireman's Fund*").

Truck seeks to circumvent this rule by calling Kaiser Cement's excess policies "hybrid policies." These "hybrid policies" allegedly transformed themselves into "primary policies" following the exhaustion of the primary policies beneath them. Whatever the status of Kaiser Cement's excess policies following underlying exhaustion, whether Truck's 1974 primary policy and Kaiser Cement's excess policies "share the same level of liability," and therefore may be subject to claims of equitable contribution,[2] should be *assessed as of the time of contracting*

[2] *Maryland Cas. Co. v. Nationwide Mut. Ins. Co.* (2000) 81 Cal.App.4th 1082, 1089.

and not after hundreds of millions of dollars were spent paying covered claims decades later:

> Unlike the situation in *Continental*, where the relative obligations of different carriers who have assumed the same primary risk must be adjusted, we are here concerned with the obligation of a carrier that is expressly designated as an excess insurer. In such a situation there is no reasonable basis for assuming *that the reasonable expectations of either the insured or the primary carrier* were that the excess carrier would participate in defense costs beyond the express terms of its policy.

Signal Companies, Inc. v. Harbor Ins. Co. (1980) 27 Cal.3d 359, 369 (emphasis added).

Truck, as a primary carrier, would not have reasonably assumed in 1974 or for decades later that it could ever obtain equitable contribution from Kaiser Cement's excess insurers. *Universal Underwriters Ins. Co. v. Aetna Ins. Co*. (1967) 249 Cal.App.2d 144, 152; *Signal*, 27 Cal.3d at 368 (citing *Universal Underwriters*, and a decision from 1977, for the proposition that a primary insurer may not seek equitable contribution from an excess insurer from amounts incurred prior to the exhaustion of the primary limit of liability). The excess policies' "hybrid" wordings that supposedly give Truck a right to equitable contribution – some of the policies say they will "continue in force as underlying insurance" upon the exhaustion of the underlying insurance – would not have been known by Truck at the time of contracting or for many years later. Truck's invocation of the terms "hybrid policies" and "hybrid insurers" to describe insurance policies issued as "excess

policies" by "excess insurers" is telling. Truck has never had equitable contribution rights against Kaiser Cement's excess policies. Its only reasonable assumption prior to the exhaustion of Kaiser Cement's other primary policies is that its equitable contribution rights could be asserted only against other Kaiser Cement *primary policies*.

The well-established rule that a primary insurer can "never" obtain contribution from its insured's excess insurers defeats Truck's contribution claims whether liability attaches onto Kaiser Cement's excess policies following the exhaustion of the immediately underlying primary policy or following the exhaustion of all of Kaiser Cement's primary policies. Consequently, whether "vertical" or "horizontal" exhaustion applies in this case is immaterial. Truck loses no matter what. There is no need for the Court to decide the issue based on the way underlying insurance may exhaust. Truck has "never" had equitable contribution claims against Kaiser Cement's excess insurers. Neither the applicability of "vertical" exhaustion nor of "horizontal" exhaustion changes that fact.

Truck's proposed abolition of decades of law prohibiting it from seeking contribution from excess insurers would harm its insured and, potentially, other California insureds. Truck wants to receive contribution from excess insurers whose policies *contain* aggregate limits of liability to reduce its liability under a primary policy that lacks an aggregate limit of liability. If Truck had its way, the effect of the excess insurers' contribution expenditures over time would be to exhaust Kaiser Cement's excess policies without the insured ever receiving the

benefit of this bargained-for coverage. Instead, the excess policies' contribution payment of an "equitable" portion of defense costs and settlement payments within the $500,000 "per occurrence" limit in Truck's 1974 primary policy would redound only to Truck's benefit. Those costs should rightfully be borne by Truck alone, as it contracted to do. Truck did not bargain for, or pay, for the excess policies at issue – Kaiser Cement did. It would be inequitable to allow Truck to siphon these assets from its insured and effectuate the exhaustion of Kaiser Cement's excess policies because it decided nearly five decades ago to cover its insured without an aggregate limit of liability.

Kaiser Cement's objection to Truck's proposed new rule is not the wielding of inappropriate "veto power" as Truck asserts. It is simply a product of California law giving insureds with long-tail liabilities "immediate access" to their coverage "in full" before the insurers "sort out" their respective shares of responsibility via equitable contribution claims. *Montrose Chemical Corp. v. Superior Court* (2020) 9 Cal.5th 215, 228 ("*Montrose III*"); see also *Dart Industries, Inc. v. Commercial Union Ins. Co.* (2002) 28 Cal.4th 1059, 1080 ("[I]t is clear that the obligation of successive primary insurers to cover a continuously manifesting injury is a separate issue from the obligations of the insurers to each other."). Truck's desire to pursue contribution recoveries from Kaiser Cement's excess insurers – something prohibited under decades-old law – would, if permitted, deprive Kaiser Cement of "access" to its valuable excess insurance limits depleted via the payments the Excess Insurers make to Truck. Truck's "seller's remorse" for having sold a non-

aggregated primary policy to an asbestos products manufacturer in 1974 should not be visited onto Kaiser Cement and the Excess Insurers.

II. ARGUMENT

A. Truck's Ability to Obtain Equitable Contribution from the Excess Insurers Would Violate the "All Sums" Rule and Harm its Insured

Truck's proposed new rule of equitable contribution exalts its interest in obtaining equitable contribution ahead of Kaiser Cement's interest in securing access to all its insurance to respond to the asbestos litigation. Per Truck, Kaiser Cement is wielding inappropriate "veto power" over its equitable contribution rights in a manner that is inconsistent with "both law and logic." *Id*. Truck's framing of the issue is wrong.

Over the past three decades, California courts have given insureds maximum flexibility in employing their insurance assets to address and resolve long-tail liabilities. Certain principles are particularly noteworthy:

- **The "continuous injury trigger of coverage" and "all sums"**: An insurer on the risk when continuous or progressively deteriorating bodily injury or property damage first occurs "remains obligated to indemnify the insured for the entirety of the ensuing damage or injury . . . up to the policy's limit." *Montrose Chem. Corp. v. Admiral Ins. Co.* (1995) 10 Cal.4th 645, 686 (1995) (emphasis added).

- **"All Sums with Stacking"**: An insured may seek "indemnification from every policy that covered a portion of the loss, up to the full limits of each policy." *State of California v. Continental Ins. Co.* (2012) 55 Cal.4th 186, 200 ("*Continental*") (emphasis added).

- **"Policy Selection"**: "When a continuous loss is covered by multiple policies, the insured may elect to seek indemnity under a single policy

with adequate policy limits." *Stonelight Tile, Inc. v. California Ins. Guar. Ass'n*., (2007) 150 Cal.App.4th 19, 37.

- **"Vertical Exhaustion"**: "[T]he insured becomes entitled to the coverage it purchased from the excess carriers once the primary policies specified in the excess policy have been exhausted." *SantaFe Braun, Inc. v. Insurance Company of North America* (2020) 52 Cal.App.5th 19, 29 ("*Braun*"). Then, "the policies are most naturally read to mean that [the insured] may access its excess insurance whenever it has exhausted the other directly underlying excess insurance policies that were purchased for the same policy period." *Montrose III*, 9 Cal.5th at 234.

The common thread running through the cases is that "allocation" schemes invented by insurers following their receipt of long-tail claims should not deprive insureds of "immediate access" to their coverage that is responsive to those claims. See also *Montrose III*, 9 Cal.5th at 236 ("Just as the all-sums-with-stacking approach allows the insured 'immediate access to the insurance it purchased,' so, too, does vertical exhaustion in a continuous injury case.") (quoting *Continental*, 55 Cal.4th at 201). The insured is entitled to receive the benefit of its bargain – full coverage for long-tail claims up to the limits of liability provided by its primary and excess policies.

The court of appeal here held correctly that Truck's proposed new rule of equitable contribution between primary and excess insurers would contravene the "all sums" rule:

> For example, asbestos claims with dates of first exposure after 1980 would trigger only Truck policies with aggregate limits. But those policies might be exhausted by Truck's allocation proposal.

Truck Insurance Exchange v. Kaiser Cement, 2022 WL 71771, at *21. This would harm Kaiser Cement:

> Truck's proposal would be detrimental to Kaiser because it could exhaust policies available to Kaiser for claims that do not trigger the 1974 policy. Truck could exhaust those non-1974 policies that have aggregate limits with its proposal, leaving Kaiser with no indemnification for future claims that trigger those policies but not the 1974 policy.

Id. As this Court has noted, any rule of equitable contribution must consider how an award of contribution will "affect the insured . . . ." *Signal*, 27 Cal.3d at 369.

There is nothing in California case law supporting Truck's exaltation of its interest in equitable contribution over its insured's interest in "all sums" coverage. The courts have held time-and-again that the insured is covered "in full" and the insurers may seek to apportion responsibility among themselves later. *See, e.g., Armstrong World Industries, Inc. v. Aetna Cas. & Sur. Co.* (1996) 45 Cal.App.4th 1, 105-106 (availability of apportionment among insurers has no bearing on their "all sums" obligations to their insured). No authority supports Truck's effort to obtain equitable contribution to the detriment of its insured. None should exist.

Truck asserts that deprivation of its asserted right to seek equitable contribution from the Excess Insurers springs from a disfavored rule of "selective tender" based on the purportedly "arbitrary choice of the loss claimant." TRB, at 34-35. That is incorrect. Truck obtained equitable contribution from Kaiser Cement's other primary insurers while their policies continued to have aggregate limits of liability available to contribute toward the payment of defense costs and

settlements. That this is *no longer* available to Truck is only because Truck sold Kaiser Cement non-aggregated primary coverage in the 1970s, while liability under Kaiser Cement's other primary coverage was capped by aggregate limits of liability. Truck's current predicament is the result of a business decision it made in the 1970s and not because Kaiser Cement is "selectively" tendering the defense and indemnification of asbestos suits to a "disfavored" insurer.

Truck's belief that it may obtain equitable contribution from Kaiser Cement's excess insurers is undoubtedly recent and arises only from the circumstances in which it finds itself. However, Kaiser Cement's "objectively reasonable expectations at the time of contracting" was that Truck's right to equitable contribution would be limited to *other primary policies* issued by *other primary carriers*. The views expressed in Kaiser Cement's Answering Brief, which Truck attributes to the company "team[ing] up" with the Excess Insurers,[3] do not result from "varying post-contracting perceptions of its interests"[4] or its "perhaps variable views."[5] They instead result from established California law: "there is never any right to contribution between primary and excess insurers of the same insured." *Fireman's Fund*, 65 Cal.App. 4th at 1300 (emphasis original). This Court should affirm that rule.

[3] TRB, at 11.
[4] TRB, at 39.
[5] TRB, at 41.

B. Truck has no Equitable Contribution Rights Against the Excess Insurers Regardless of Whether "Vertical" or "Horizontal" Exhaustion Applies

Truck's inability ever to obtain equitable contribution from the Excess Insurers means that its contribution claims fail regardless of whether "vertical" exhaustion or "horizontal" exhaustion governs the attachment of liability onto the excess policies. Consequently, the Court need not consider whether cases like *Montrose III, Braun or Community Redevelopment v. Aetna Cas. & Sur. Co.* (1996) 50 Cal.App.4th 328 determine or even inform the equitable contribution dispute between the parties. Here, Truck loses whichever exhaustion rule applies. It may not obtain equitable contribution from the Excess Insurers under either rule.

Consequently, Truck's framing of its right to equitable contribution as an exercise in contract interpretation is wrong. It asserts that "No case, in California or elsewhere, holds that the same language in the same document means diametrically different things depending on the party proffering the interpretation." TRB, at 23 (emphasis original). That is true, but it is immaterial in equitable contribution cases:

> The reciprocal rights and duties of several insurers who have covered the same event do not arise out of contract, for their agreements are not with each other…. Their respective obligations flow from equitable principles designed to accomplish ultimate justice in the bearing of a specific burden. As these principles do not stem from agreement between the insurers their application is not controlled by the language of their contracts with the respective policy holders.

Amer. Auto. Ins. Co. v. Seaboard Sur. Co. (1957) 155 Cal.App.2d 192, 195-96.

Montrose III and *Braun* involved contract interpretation disputes between insureds and their insurers. *Montrose III* did not "reject" the reasoning in "*All* of the cases respondent carriers cite," as Truck asserts.[6] Instead, the Court resolved a contract dispute between an insured and its insurers based on the wordings in the policies. The question of "ultimate justice" was not at issue. *Montrose III*, 9 Cal.5th at 229-30 (whether vertical or horizontal exhaustion applied "depends on the terms of the parties' agreement. We therefore begin by looking, as we must, to the language of the insurance policies at issue."); see also *Id*. at 237 ("This case differs from *Community Redevelopment* in fundamental respects. This case, unlike *Community Redevelopment*, is not a contribution action between primary and excess insurers; it is, rather, a coverage dispute between excess insurers and their insured"); see also *Aerojet-General Corp. v. Transport Indem. Co*. (1997) 17 Cal.4th 38 ("Aerojet and the insurers were generally free to contract as they pleased. They evidently did so. They thereby established what was 'fair' and 'just' inter se. We may not rewrite what they themselves wrote").

The attainment of "ultimate justice," however, is the benchmark guiding the resolution of the case presently before this Court. Truck's attempt to obtain relief from some of the burden it assumed willingly by selling Kaiser Cement primary coverage in without an aggregate limit of liability is not equitable. It would cause the Excess Insurers to pay toward the defense and resolution of asbestos claims

[6] TRB, at 10 (emphasis original).

within $500,000 that should be handled exclusively at the primary level. It would cause Kaiser Cement's aggregate excess coverage to exhaust prematurely. This could, in turn, deprive claimants of a source of payment of their damages, particularly considering Kaiser Cement's bankruptcy.

Truck's proposed rule permitting it to seek equitable contribution from the Excess Insurers therefore would not achieve "ultimate justice." It would simply ease Truck's burden and increase the burden on its insured, its insured's excess insurers and, potentially, asbestos injury claimants seeking to recover their losses in full. Truck's proposed rule should be rejected.

C. There Should be No "Default" Rules of Exhaustion

Although Braun supports affirmance of the judgment, it disagrees with certain statements in the court of appeal's decision which the parties discuss in their briefs.

The court of appeal relied on what it called a "default" horizontal exhaustion rule articulated in *Community Redevelopment* under which "an excess insurer had no duty to drop down and provide a defense to an insured before the liability limits of all primary policies had been exhausted." *Kaiser Cement*, at *25 (citing *Community Redevelopment*, 50 Cal.App.4th at 341) (emphasis added). This supposed "default" rule is contrary to California law.

First, there should be no "default" horizontal or vertical exhaustion rule in disputes between insureds and their insurers. Contract language, and not "judicially created 'general' rules," determines insurance coverage disputes. *Garriott Crop*

Dusting v. Superior Court (1990) 221 Cal.App.3d 783, 790; see also *Harbor Ins. Co. v. Central National Ins. Co.* (1985) 165 Cal.App.3d 1029, 1035 ("rather than continuing the unproductive pursuit of a rule governing all cases, we consider instead the language of the policies themselves").

Second, there should be no "default" exhaustion rules applicable in equitable contribution disputes, either:

> We expressly decline to formulate a definitive rule applicable in every case in light of varying equitable considerations which may arise, and which affect the insured and the primary and excess carriers, and which depend upon the particular policies of insurance, the nature of the claim made, and the relation of the insured to the insurers.

Signal, 27 Cal.3d at 369.

The court of appeal below also held that Braun is supposedly inconsistent with *Montrose III*:

> In spite of *Montrose III's* directive with respect to primary insurance, a recent case applied *Montrose III* to primary insurance. In [*Braun*] the appellate court extended *Montrose III* and concluded that primary insurance need not be horizontally exhausted across all policy years before excess coverage in a particular policy year is triggered . . . [*Braun*] reasoned that the first-level excess policies contained language comparable to that in *Montrose III*, suggesting that the exhaustion requirements applied to directly underlying insurance and not to insurance purchased for other policy periods.

Kaiser Cement at *26. The court of appeal did not identify the *Montrose III* "*directive* with respect to primary insurance" under consideration but it disagreed with *Braun* "that there is no distinction between multiple layers of excess insurance, as in *Montrose III*, and layers of primary and excess insurance." *Id* at *27. It therefore applied the *Community Redevelopment* "default" rule and the "language in the excess policies" to require horizontal exhaustion. *Id*. at *28.

Whatever "difference" exists between primary and excess coverage, that "difference" is only meaningful to whether vertical or horizontal exhaustion applies if it is also expressed in the liability attachment provisions in the excess policies. The attachment provisions in the policies at issue in *Braun* did *not* require the exhaustion of "all" primary insurance before liability attached onto the excess policies. *Braun*, 52 Cal.App.5th at 27-28. Although *Community Redevelopment* articulated the "default" rule of horizontal exhaustion followed by the court of

appeal here, another court aptly noted that horizontal exhaustion was also mandated by the insuring agreement in that case:

> Although the court in *Community Redevelopment* considered the policy's "other insurance" clause, it viewed the clause as reinforcing the language of the insuring agreement, which itself expressly made coverage excess to all underlying insurance.

HDI-Gerling America Ins. Co. v. Homestead Ins. Co. (N.D. Cal., July 11, 2008) 2008 WL 2740338 at *8.

Consequently, to the extent necessary, the Court should make clear that exhaustion rules in disputes between insureds and insurers *may* be different that than rules that emerge from equitable contribution disputes between insurers. Whether vertical or horizontal exhaustion applies *in a dispute between an insured and its insurers* should be governed by the wordings in the policies. Whether horizontal or vertical exhaustion applies *in an equitable contribution dispute between insurers* is governed by questions of "ultimate justice," where the wordings in the policies is just *one of many factors* a court can consider in seeking to accomplish equity among the insurers. *Axis Surplus Ins. Co. v. Glencoe Ins. Ltd.* (2012) 204 Cal.App.4th 1214, 1231-32 ("The court may consider numerous factors in making its [equitable contribution] determination, including the nature of the underlying claim, the relationship of the insured to the various insurers, the particulars of each policy, and any other equitable considerations").

III. CONCLUSION

Amicus respectfully asks that the Court to affirm the judgment because Truck, as a primary insurer, has never had and does not deserve a right to obtain equitable contribution from its insureds' excess insurers. It is not necessary for the Court to hold anything more in this case. It is certainly unnecessary for the Court to address exhaustion of primary and excess exhaustion in disputes between insureds and insurers – circumstances not before the Court in this case.

Dated: December 19, 2022

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

By: *Jeffrey S. Raskin*
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Attorney for Santa Fe Braun, Inc.

CERTIFICATION OF WORD COUNT

Pursuant to California Rules of Court, rule 8.504(d)(1), I certify that the foregoing *amicus curiae* brief is proportionately spaced, is set in Time New Roman font, has a typeface of 13 points or more, and contains 3,415 words.

CERTIFICATE OF SERVICE

I hereby declare I am a resident of the State of California. I am over the age of eighteen years and not a party to the within action; my business address is Morgan, Lewis & Bockius LLP, One Market Street, Spear Tower, San Francisco, California 94105.

On December 19, 2022, I served on the interested parties in this action the within document entitled:

APPLICATION TO FILE *AMICUS CURIAE* BRIEF AND AMICUS BRIEF OF SANTA FE BRAUN, INC. IN SUPPORT OF AFFIRMANCE

via Electronic Mail, Rule 16(j). An attorney's registration with TrueFiling to participate in EFS constitutes consent to service or delivery of all documents by any other party in a case through the system. (California Rules of Court, rule 8.71.) This document generated by the Court will be served only through the EFS or by e-mailed notification to the following:

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I declare under penalty of perjury, under the laws of the United States of America and the State of California, that the above is true and correct. Executed on December 19, 2022, at San Francisco, California.

By: *Jeffrey S. Raskin*
Jeffrey S. Raskin

Supreme Court of California
Jorge E. Navarrete, Clerk and Executive Officer of the Court
Electronically FILED on 12/29/2022 by Ines Calanoc, Deputy Clerk

STATE OF CALIFORNIA
Supreme Court of California

PROOF OF SERVICE

STATE OF CALIFORNIA
Supreme Court of California

Case Name: **TRUCK INSURANCE EXCHANGE v. KAISER CEMENT AND GYPSUM CORP. (LONDON MARKET INSURERS)**
Case Number: **S273179**
Lower Court Case Number: **B278091**

1. At the time of service I was at least 18 years of age and not a party to this legal action.

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

12/19/2022

Date

/s/Jeffrey Raskin

Signature

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