



Appellate Steven M. Badger Experience

Indiana Supreme Court

Freidline v. Shelby Insurance Co., 774 N.E.2d 37 (Ind. 2002) (amicus) (reversing judgment against insurance carrier for bad faith denial of coverage under pollution exclusion but affirming that carrier was obligated to defend and indemnify policyholder)

Allstate Insurance Co. v. Dana Corporation, 759 N.E.2d 1049 (Ind. 2001) (amicus) (general liability policies did not cover damages from contaminated groundwater on policyholders' property, but later policies encompassed such coverage which was not excluded by owned property exclusion at least as to third-party damages claims; denied coverage for wrongful eviction and invasion of privacy under CGL; also analyzed CGL coverage for "all sums caused by an occurrence," including damages occurring after the policy period and other issues)

WTHR-TV v. Cline, 693 N.E.2d 1 (Ind. 1998) (case of first impression on the protections afforded the media for unpublished and unbroadcast material subpoenaed by a litigant; adopted a modified version of the qualified privilege)

WTHR-TV v. Milam, 690 N.E.2d 1174 (Ind. 1998) (amicus) (companion case to *Cline*; quashed subpoenas to television stations seeking outtakes of jailhouse interview)

American States Insurance Co. v. Kiger, 662 N.E.2d 945 (Ind. 1996) (amicus) (question of first impression under Indiana law regarding application of the pollution exclusion to environmental damages caused by leaking underground storage tanks, and concluding that pollution exclusion was ambiguous as applied to gas station's leaking storage tanks)

Seymour Manufacturing Co. v. Commercial Union Insurance Company, 665 N.E.2d 891 (Ind. 1996) (amicus) (companion case to *American States Insurance Co. v. Kiger*)

Indiana Court of Appeals

City of South Bend v. Century Indemnity Co., 821 N.E.2d 5, clarified on rehearing, 824 N.E.2d 794 (Ind. Ct. App. 2005) (amicus), trans. denied (environmental claims by municipality against insurers of dissolved, corporate policyholder could proceed directly against insurers under an exception to the direct action rule)

Hendrickson v. Alcoa Fuels, 735 N.E.2d 804 (Ind. Ct. App. 2000) (preclusive effect of prior judgment barred contract and fraud claims of property owners against mining companies for royalties allegedly due under coal lease)

Hartford Accident & Indemnity Co. v. Dana Corporation, 690 N.E.2d 285 (Ind. Ct. App. 1997) (amicus), trans. denied (in action against insurer seeking defense and indemnity coverage for CERCLA environmental claims, adversarial EPA proceedings constituted "suits" triggering duty to defend, but less coercive administrative actions did not)

Great Lakes Chemical Corporation v. International Surplus Lines Insurance Co., 638 N.E.2d 847 (Ind. Ct. App. 1994) (amicus), trans. denied (pollution exclusion did not preclude coverage of claims against policyholder for environmental damages caused by policyholder's chemical product)

Barber v. Cox Communication, 629 N.E.2d 1253 (Ind. Ct. App. 1994), trans. denied (trial court correctly permitted jury to allocate fault to settling defendant for purposes of allocating fault under Indiana's Comparative Fault Act)

Federal District Court Opinions

Hoosier Energy Rural Electric Cooperative, Inc. v. John Hancock Life Ins. Co., ___ F. Supp. 2d ___, 2008 U.S. Dist. LEXIS 96283 (S.D. Ind. Nov. 25, 2008) (granting a preliminary injunction temporarily halting enforcement of credit default swap triggered by event of default in complex \$120 million financing transaction)

Hoosier Energy Rural Electric Cooperative, Inc. v. John Hancock Life Ins. Co., ___ F. Supp. 2d ___, 2008 U.S. Dist. LEXIS 100353 (S.D. Ind. December 11, 2008) (addressing the appropriate amount and type of security necessary to satisfy the bond requirement of Rule 65(c) of the Federal Rules of Civil Procedure)

Containment Technologies Group, Inc. v. American Society of Health-System Pharmacists, 2008 U.S. Dist. LEXIS 80688 (S.D. Ind. Oct. 10, 2008) (discovery ruling on scope and other terms of protective order in defamation lawsuit against authors and publisher of peer-reviewed journal article reporting findings of scientific study of medical equipment)

Flying J Inc. v. City of New Haven, 2008 U.S. Dist. LEXIS 35535 (N.D. Ind. April 28, 2008) (granting municipality's motion to dismiss complaint alleging equal protection "class of one" violation arising from city's enactment of zoning ordinance), aff'd 549 F.3d 578 (7th Cir 2008)

Trinity Homes LLC v. Ohio Casualty Insurance Co., 2007 U.S. Dist. LEXIS 24370 (S.D. Ind.) (denying motion for partial summary judgment to policyholder because of material fact regarding insurers' duty to defend the policyholder home builders from mold claims)

In re Ready-Mixed Concrete Price-Fixing Litigation, 2006 U.S. Dist. LEXIS 71874 (S.D. Ind.) (denying a defendant's motion to dismiss price-fixing claims of putative class as untimely and barred by the statute of limitations)

Trinity Homes v. Regent Ins. Co., 2006 U.S. Dist. LEXIS 24017 (S.D. Ind.) (denying insurers' motion to bifurcate for purposes of discovery and trial the policyholders' claims of coverage and bad faith)

Prime Vision Health, Inc. v. Indiana Eye Clinic, P.C., 2000 U.S. Dist. LEXIS 9893 (S.D. Ind.) (arbitrator acted within his authority in deciding dispute about terms of a settlement agreement when the only arbitration provision between the parties was contained in an earlier agreement that was the subject of the original (settled) dispute)

Adams v. Indiana Bell Telephone Co., 2 F. Supp. 2d 1077 (S.D. Ind. 1998) aff'd in part and reversed in part *Adams v. Ameritech Services, Inc.*, 231 F.3d 414 (7th Cir. 2000) (District Court granted summary judgment of age discrimination and ERISA claims arising from a downsizing based, among other things, on Plaintiffs' irrelevant and inadmissible statistical evidence; the Seventh Circuit affirmed the dismissal of the ERISA claims)