

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

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| UTICA MUTUAL INSURANCE COMPANY, | : | |
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| Plaintiff, | : | |
| | : | |
| v. | : | No. 6:12-CV-00196 (BKS/ATB) |
| | : | |
| MUNICH REINSURANCE AMERICA, INC., | : | |
| | : | |
| Defendant. | : | |
| ----- | X | |

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| MUNICH REINSURANCE AMERICA, INC., | : | |
| | : | |
| Plaintiff, | : | |
| | : | |
| v. | : | No. 6:13-CV-00743 (BKS/ATB) |
| | : | |
| UTICA MUTUAL INSURANCE COMPANY, | : | |
| | : | |
| Defendant. | : | |
| ----- | X | |

DECLARATION OF BERNARD J. TURI

1. I make this declaration on the basis of my personal knowledge.
2. I am a Senior Vice President at Utica Mutual Insurance Company.
3. Since December 2013, I have been General Counsel at Utica. In 2014, I also became General Auditor and I have been Chief Risk Officer since 2011.
4. I was hired by Utica in November 1987. I first had responsibility for handling asbestos-related bodily injury claims against Goulds Pumps, Inc. in June 1990 when I was promoted to Staff Attorney.
5. The Goulds account is one of Utica’s larger accounts.
6. Working with Utica’s management and counsel, I was responsible for applying the terms of Goulds’ policies to its losses. I was responsible for both coverage issues raised by the claims as

well as identifying and evaluating the losses and related issues, including resolution of the asbestos claims. As part of that responsibility, I was involved in hiring outside counsel to represent Utica.

7. I continued to be primarily responsible for handling the asbestos claims against Goulds until May 1995 when I was promoted to the position of Associate Claims Attorney. As Associate Claims Attorney, I was responsible for the supervision of the staff attorney unit, with supervisory responsibility for the Goulds asbestos claims.

8. In 1999, I was promoted to Assistant Vice President and held the positions of Claims Attorney and Director of Liability. As Claims Attorney, I was responsible for the management of the staff attorney unit, which included managerial responsibility for the Goulds asbestos claims, which included any coverage issues raised in connection with those claims.

9. Effective January 1, 2004, I was promoted to the position of Associate General Counsel and Claims Attorney. As Claims Attorney, I had the managerial responsibility for the Goulds asbestos claims, which continued until 2011.

10. In February 2003, Goulds filed suit against Utica in California.

11. In February 2007, Goulds and Utica entered into a settlement agreement resolving the litigation between them.

12. In 2007, I was promoted to Vice President.

13. In January 2011, I was promoted to Senior Vice President. In 2011, I also became the Director of Risk and Reinsurance and Chief Risk Officer.

14. Kristen Martin is a Utica employee who was involved in Utica's handling of the insurance coverage issues arising out of the asbestos claims against Goulds. Ms. Martin's involvement began sometime in 2003 when she became Associate Claims Attorney.

15. Alicia Atik was a Utica employee who was involved in Utica's handling of the insurance and reinsurance coverage issues arising out of the asbestos claims against Goulds. Ms. Atik worked as a staff attorney for Utica in 2004.

16. Lydia Berez is a Utica employee who was involved in Utica's handling of the insurance coverage issues arising out of the asbestos claims against Goulds. Ms. Berez was a staff attorney and supervising attorney for Utica beginning in 2003 through sometime in 2009.

17. Richard Creedon is a Utica employee who, as the senior claim officer, had executive responsibilities for Utica's handling of the insurance coverage issues arising out of the asbestos claims against Goulds. Mr. Creedon was Utica's general counsel and senior claims officer from 2004 through 2013.

18. In addition to the individuals identified above in paragraphs 14-17, the following individuals were Utica employees at the time they sent or received the correspondence related to the Goulds claims that I understand is at issue in Utica's renewed motion to seal: Daniel O'Connell, Rick Beidleman, Brian Lytwynec, Anthony Paolozzi, Beth Morrissette, Cynthia Holt, Frances Richards, Doug Robinson, Albert Ritchie, Dan Daly, Jed Roman, Joyce Johnson, Marcia Dodge, Rob Sherman, Sylvia Nelson, and Valerie Brown.

19. I understand that the individuals that received Ms. Morrissette's February 21, 2007 email in Exhibit 445 were Utica's board members and/or Utica employees at the time.

20. John Lanz and Ernie Merrill are former Utica employees that Utica contacted in connection with the insurance coverage issues arising out of the asbestos claims against Goulds.

21. Berkes Crane Robinson & Seal LLP is a law firm that represented Utica in connection with the insurance coverage issues arising out of the asbestos claims against Goulds. Utica retained

Berkes Crane in 2003. Ronald Robinson and James Seal were among the Berkes Crane attorneys that represented Utica.

22. Rivkin Radler LLP is a law firm that represented Utica in connection with the insurance coverage issues arising out of the asbestos claims against Goulds. Utica retained Rivkin Radler in 2005. William Savino, Steve Smirti, and Robert Aurigema were among the Rivkin Radler attorneys that represented Utica.

23. Lewis Brisbois Bisgaard & Smith is a law firm that represented Utica in connection with the insurance coverage issues arising out of the asbestos claims against Goulds. Utica retained Lewis Brisbois to assist Rivkin Radler. Joseph Hegedus was among the Lewis Brisbois attorneys that represented Utica.

24. Linklaters LLP is a law firm that represented Utica in connection with the insurance coverage issues arising out of the asbestos claims against Goulds. Mary Warren and Ivan Morales were among the Linklaters attorneys that represented Utica.

25. Utica retained Shaw Pittman attorneys David R. Anderson and Walter J. Andrews to represent Utica in connection with the asbestos claims against Goulds.

26. In connection with asbestos claims against Goulds and the insurance coverage issues arising out of those claims, I and other Utica employees sought, received, and provided legal advice, including from the law firms identified above, concerning the asbestos claims against Goulds and the insurance coverage issues arising out of those claims. Utica's in-house counsel and outside counsel identified above provided legal advice to Utica concerning the asbestos claims against Goulds and the insurance coverage issues arising out of those claims. The legal advice sought, received, and provided, included legal advice about the disputes and litigation between Utica and Goulds and the settlement between Utica and Goulds.

27. In connection with asbestos claims against Goulds and the insurance coverage issues arising out of those claims, I, other Utica employees and the law firms identified above requested, created, and received documents prepared in anticipation of or because of ongoing litigation with Goulds and other of Goulds's insurers.

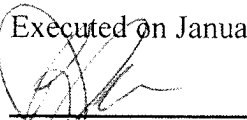
28. The legal advice sought, received, and provided and the documents prepared in anticipation of or because of ongoing litigation continued after Utica's settlement with Goulds. Under the settlement, Utica was obligated to and did "cooperate with and assist in the prosecution and collection of" certain claims that Utica had assigned to Goulds. In addition, after the settlement, Utica also faced cross-claims filed by another of Goulds's insurers, CNA. Thus, after the settlement Utica anticipated and was involved in litigation related to the insurance it issued to Goulds.

29. It is common for ceding companies to often share certain privileged information with reinsurers, and Utica did the same in connection with providing certain privileged information to Munich Re. Utica did not intend to waive any applicable privileges when Utica disclosed to Munich Re privileged documents related to the asbestos claims against Goulds and the insurance coverage issues arising out of those claims.

[Signature page follows]

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on January 26, 2017



Bernard J. Turi