IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

OWNERS INSURANCE COMPANY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
SEAMLESS GUTTER CORPORATION, *et al.*	)	
	)	
Defendants.	)	
	)	No. 08 CH 24827
SEAMLESS GUTTER CORPORATION,	)	
	)	
Third-Party Plaintiff,	)	
	)	
v.	)	
	)	
AUTO OWNERS INSURANCE COMPANY, *et al.*	)	
	)	
Third-Party Defendants.	)	

MEMORANDUM ORDER AND JUDGMENT

This case comes before the Court on Defendant/Third-Party Plaintiff Seamless Gutter Corporation's Motion for Summary Judgment and Third-Party Defendant Auto-Owners Ins. Co.'s Cross-Motion for Summary Judgment. The Motions – the last stage of this convoluted litigation – have been fully briefed and argued.

Background

In 2001, Westfield Homes of Illinois, Inc. ("Westfield") was the general contractor for a multi-unit residential development at the Winding Creek subdivision in Algonquin, Illinois (the "Project"). On April 1, 2001, Westfield entered into a construction subcontract with respect to the Project (the "Westfield Subcontract") with Seamless Gutter Corporation ("Seamless"). Seamless is an Illinois corporation that specializes in the installation of gutters, downspouts, and gutter systems for residential and commercial properties.

Pursuant to the Westfield Subcontract, Seamless agreed to procure general liability insurance coverage naming Westfield as an additional insured. Seamless, through a broker called Quantum Insurance Group Inc./Mears Insurance Agency ("Quantum"), obtained commercial general liability ("CGI") coverage from Owners Insurance Company ("Owners")

and umbrella insurance from Auto-Owners Insurance Company ("Auto-Owners") for the policy periods from July 1, 2000 to July 1, 2001 and July 1, 2001 to July 1, 2002. Unfortunately, Seamless and/or Quantum failed to add Westfield as an additional insured on the Owners 2001-02 CGI policy. *See Owners Ins. Co. v. Seamless Gutter Corp.*, 2011 IL App (1st) 082924-B, ¶¶ 9, 21-22, 39-40 (Owners CGI policy). This defect was never corrected. As a result, Westfield also lacked coverage under the Auto-Owners 2001-02 umbrella policy. *See Id.*, ¶ 41.

"In 2001, Westfield was dissolved, and Cambridge acquired Westfield's assets, including the Algonquin site." *Id.*, ¶ 10. Somewhat less tersely, on September 19, 2001, Westfield entered into a Purchase Agreement with D.R.H. Cambridge Homes, Inc. ("Cambridge") for certain assets of Westfield pursuant to which Cambridge assumed certain liabilities of Westfield. (Cambridge SAC, Ex. B). On October 31, 2001, Westfield and Cambridge entered into an assignment of Westfield's assets to Cambridge, pursuant to the purchase agreement. (AO Supp. Memo Ex. C) The assignment included Westfield's rights and obligations under the Westfield Subcontract. The Westfield Subcontract specified that the subcontract inures to the benefit of and is binding on the successors and assigns of the parties. (Cambridge SAC, Ex. C ¶ 42). Cambridge also agreed to hold Westfield harmless from any claims with respect to "[a]ny transaction, activity, liability or obligation relating to the Acquired Assets arising from and after the Closing Date." (Cambridge SAC, Ex. B 8.2(d)).

On January 21, 2002, Eric Gulbrandsen, a Cambridge employee, slipped and fell on ice at the Project. Gulbrandsen alleged that the ice was from an unnatural accumulation which developed due to water discharging on the sidewalk from gutters and downspouts allegedly installed while Westfield was acting as developer. Thereafter, Cambridge advanced several requests for additional insured status, and for certificates of insurance, relating to the Owners policy. Owners ultimately added Cambridge, but not Westfield, as an additional insured, effective November 22, 2001. (AO Supp. Memo at pg. 4). On May 6, 2003, according to the Secretary of State's website, Westfield was voluntarily dissolved.

On November 5, 2004, Gulbrandsen filed a personal injury action against Westfield and Seamless.

Seamless alleges that it tendered the defense of the *Gulbrandsen* lawsuit to both Owners and Auto-Owners. (Seamless 4th Amended Counterclaim ¶ 25). Auto-Owners admitted that Seamless tendered its defense to Owners, but denied that Seamless tendered the defense to Auto-Owners. (AO Ans. to Seamless 4th Am. Ctercl. ¶ 25). On December 9, 2004, Rick Lewis, a Senior Claims Representative employed by Auto-Owners (but according to his June 2, 2016 affidavit, sometimes working for Owners also) sent a letter to Scott Carter (of Seamless) using an Auto-Owners letterhead. This letter stated that "Auto-Owners Insurance Company has referred to Snyder, Clarke, Fouts & Associates in [*sic*] the lawsuit filed against you by Eric Gulbrandsen ...." On December 16, 2004, Rick Lewis wrote to that law firm, asking it to file an appearance and answer for Auto-Owners. On December 21, 2004, via letter, the law firm (the "Fouts Firm")

wrote to Seamless stating: "We have been chosen by your insurance carrier, Auto-Owners Insurance Company, to represent you in this case."

Westfield tendered the *Gulbrandsen* lawsuit to Cambridge for defense and indemnification pursuant to the indemnity provision in the Asset Purchase Agreement. (Seamless Supp. Memo, Ex. 3, Goodman Aff. ¶4). Cambridge accepted Westfield's tender and assumed Westfield's defense and indemnification in the *Gulbrandsen* lawsuit. (*Id.* at ¶5). On March 10, 2005, Cambridge tendered its defense of Westfield in the *Gulbrandsen* lawsuit to Seamless pursuant to the Westfield Subcontract. (Carter Aff. ¶ 7). On April 12, 2005, the Fouts Firm rejected the tender of Westfield's defense. Though Westfield later contested the Fouts Firm's April 12, 2005 rejection, on December 29, 2006, the Fouts Firm reiterated the rejection, based on a completed operations exclusion.

On January 13, 2006, Cambridge's attorneys filed on behalf of Westfield a counterclaim against Seamless. The counterclaim alleged: (1) contribution and (2) breach of contract. Cambridge's attorneys did not move for Westfield's dismissal based on the fact that Westfield had entered into a purchase agreement for the Project to Cambridge. In this agreement, Cambridge agreed to indemnify the Seller harmless from any claims with respect to "[a]ny transaction, activity, liability or obligation relating to the Acquired Assets arising from and after the Closing Date." (Cambridge SAC, Ex. B 8.2(d)).

The *Gulbrandsen* lawsuit settled on January 24, 2007 for $2,288,000. Seamless's share was $625,000, paid by Owners/Auto-Owners. Westfield's share was $1,663,000, of which Cambridge paid $831,500. Cambridge informed the parties it would not release its breach of contract claim against Seamless as part of the settlement. Separately, however, Cambridge reached its own settlement with Gulbrandsen and dismissed the counterclaim without prejudice. Owners/Auto-Owners allegedly never informed Seamless of the Westfield breach of contract claim, Cambridge's dismissal of that claim without prejudice, or Cambridge's intent to refile the Westfield claim against Seamless on Cambridge's own behalf.

After the settlement, Cambridge, as successor to Westfield, did indeed refile Westfield's breach of contract action against Seamless. By the time Cambridge served Seamless with the refiled action, however, Seamless' claim against Quantum (the broker through which Seamless had obtained its insurance coverage) for failure to procure insurance was time barred. On August 26, 2013, Judge Sanjay Tailor granted Cambridge's Motion for Summary Judgment, finding that Cambridge is entitled to damages of $831,500 for Westfield's settlement and $236,072 for Westfield's defense costs in the Gulbrandsen lawsuit. On June 6, 2014, a final judgment order was entered noting a judgment of $1,067,572.60 and prejudgment interest of $344,513.51.

On July 10, 2008 Owners filed the current lawsuit, seeking declaratory judgment against Seamless. On April 29, 2014 this Court denied Owners' Motion for Summary Judgment against

Seamless as well as granted in part and denied in part Seamless' Cross Motion for Summary Judgment against Owners. This Court concluded that Owners waived its right to contest defense or indemnification under its policy with respect to the underlying lawsuit, and that Owners is estopped to assert any coverage defenses or to contest its duty to defend with respect to the underlying lawsuit. *See Order*, April 29, 2014; *Tr.*, Feb. 18, 2014, at 39-41.

Now, with Owners' dispute thus completed, Auto-Owners is front and center. Before this Court are: (1) Seamless' Motion for Summary Judgment against Auto-Owners and (2) Auto-Owners' Cross-Motion for Summary Judgment. Seamless is now asserting that Auto-Owners (just like Owners) waived its right to contest defense and indemnification and is estopped from asserting any coverage defenses or contesting its duty to defend under the umbrella policy.

DISCUSSION

"Summary judgment is appropriate if the pleadings, depositions and admissions on file show there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law." *American Access Cas. Co. v. Tutson*, 409 Ill. App. 3d 233, 234 (1st Dist. 2011).

I. Auto-Owners is Estopped from Denying Coverage

"Generally, when an insurance company asserts that a claim against an insured falls outside the insurance policy, the insurer is presented with an 'urgent strategic[] problem." *Certain Underwriters at Lloyd's v. Professional Underwriters Agency, Inc.*, 364 Ill. App. 3d 975, 982 (2006). An insurer may elect to assume the defense of its insured notwithstanding its doubts as to its duty to defend. But, when an insurer does elect to defend the suit, it is estopped later from denying its own liability under the policy because the insurer has prejudiced the insured's right to control his or her own defense by inducing the insured to rely on the insurer for a defense instead of seeking other counsel. *Id.* at 982.

Here, both Owners and Auto-Owners asserted that the *Gulbrandsen* claim fell outside the insurance policy. This Court already found that Owners waived its right and is now estopped from contesting defense and indemnification of this claim. Now, Auto-Owners is asserting that it, as the umbrella insurer, had no duty to defend and therefore cannot be estopped from asserting coverage defenses or contesting its duty to defend. Seamless on the other hand contends that Auto-Owners by way of communication and acts actually controlled the defense of the Gulbrandsen lawsuit and is now estopped from denying coverage.

Auto-Owners argues that the distinctions between the duties of primary and excess insurers in Illinois are well established, and revolve around whether the insurer has a duty to defend. *See Cent. Ill. Pub. Serv. Co. v. Agric. Ins. Co.*, 378 Ill. App. 3d 728, 732 (5th Dist. 2008). Wherefore "[a]n excess insurer that has no duty to investigate coverage issues or to

defend its insured will not be estopped from later asserting coverage defenses by a failure to issue a reservation of rights letter." *Montgomery Ward & Co. v. Homes Ins. Co.*, 324 Ill. App. 3d 441, 450 (1st Dist. 2001). Excess insurers typically have no duty to defend an insured, at least until applicable primary insurance has been exhausted. *See Fox v. Am. Alternative Ins. Corp.*, 757 F.3d 680 (7th Cir. 2014) (applying Illinois law); *Liberty Mut. Ins. Co. v. Am. Home Assurance Co.*, 348 F. Supp. 2d 940, 954 n. 13 (N.D. Ill. 2004); *All Am. Ins. Co.*, 112 F. Supp. 2d at 732. Auto-Owners argues that the primary policy issued by Owners has not been exhausted and therefore Auto-Owners had no duty to defend Seamless. Auto-Owners also argues that the umbrella coverage form, applies only "when underlying insurance does not apply to an incident" and therefore is inapplicable where the underlying insurance – the Owners' policy – applied to the *Gulbrandsen* lawsuit.

However there are exceptions. One exception is that anytime a carrier elects to defend a suit against its insured, it is later estopped from denying its own liability under the policy because the insurer has prejudiced the insured's right to control his or her own defense by inducing the insured to rely on the insurer for a defense instead of seeking other counsel. *Eclipse Mfg. Co. v. U.S. Compliance Co.*, 381 Ill. App. 3d 127, 134 (2d Dist. 2007). This case fits into this exception. The key point here is that it is undisputed that Owners and Auto-Owners are located in the same building, and the employees who were involved in the Westfield dispute worked interchangeably (so far as appears from the record) for both. In particular, the employees seem to have made no distinction in their thinking or conduct with respect to coverages and reserves for the two policies in question, Owners' CGI policy and Auto-Owners' umbrella policy. The totality of the circumstances shows that Auto-Owners, even though an umbrella insurer, did in fact control the defense of the lawsuit. The correspondence was made on behalf of both Auto-Owners and Owners. In addition, the employees involved in the underlying lawsuit were actively taking steps for both Owners and Auto-Owners at the same time. Even though a parent corporation is separate from its subsidiaries, in a case where the employees' actions are so intertwined that one cannot distinguish their role, these employees are controlling the defense of the parent as well as the subsidiary.

All of the correspondence surrounding the litigation used the name "Auto-Owners Insurance Company" to refer to the insurance company in control of the defense. There was no correspondence that used the specific term "Owners" in any meaningful way other than in a list with five other subsidiaries. For example, on December 9, 2004 Auto-Owners sent a letter regarding tender of defense to Seamless stating: "*Auto-Owners Insurance Company* has referred to [the Fouts Firm] in the lawsuit filed against you by Eric *Gulbrandsen* in the Circuit Court of Cook County, Illinois. You will be contacted by [the Fouts Firm], and we urge you to cooperate with them in the defense of the lawsuit." (TPC at Ex. C (emphasis added)).

Seven days later, Rick Lewis, an Auto-Owners Senior Claims Representative, sent the *Gulbrandsen* Summons and Complaint to James Fouts of the Fouts Firm, stating: "We are

enclosing a copy of our Branch file. Would you please file an Appearance and Answer to the Complaint at this time for *Auto-Owners Insurance Company*, and withhold any further action for the time being. Adjuster Rick Lewis in in charge of this file and he will contact you with reference to further handling of the suit." (TPC Ex. D (emphasis added)).

Another letter sent to Seamless from the Fouts Firm indicated that it had been retained by Auto-Owners and would be defending Seamless in the Gulbrandsen lawsuit:

> We have been chosen by your insurance carrier, *Auto Owners Insurance Company*, to represent you in this case.
>
> Our firm is quite experienced in this area of law and receives defense assignments from a number of insurance companies including *Auto Owners Insurance Company*.
>
> Though we have been retained by your insurance company, we are <u>your</u> attorneys in this matter. We will be happy to answer any questions or her any comments you have.

(TPC Ex. E (emphasis added; underscore in original)).

One year later, the Fouts Firm wrote to Seamless' Robert Carter, Sr. and Brian Carter, again in its capacity as Auto-Owners' chosen law firm: "As you may know from Scott Carter, we are the law firm that has been chosen by your insurance carrier, *Auto-Owners Insurance Company* to defend Seamless Gutter against a lawsuit brought by Eric Gulbrandsen . . . ." Supp. Fouts Aff. at ¶ 2, Ex. B (emphasis added). Lastly in February of 2006, Auto-Owners wrote to Scott Carter, this time stating that *Auto-Owners* "hired" the Fouts Firm to defend Seamless against the *Gulbrandsen* lawsuit, and that Lewis Clarke was "our attorney." (Supp. Carter Aff. at Ex. 2 (emphasis added)).

Further, the Fouts Firm always sent their status letters and invoices for services rendered to "Auto-Owners Insurance Co." (*See* Supp. Fouts Aff. ¶ 8, Ex. H). It appears undisputed that Auto-Owners paid the defense bills and controlled the financing. (Serafini Dep. At 92:16-22).

Auto-Owners argues that these letters referenced the Auto-Owners group of affiliated companies, but did not address the specific Auto-Owners umbrella liability policy or related claim number. Auto-Owners asserts that the letters and correspondence were on behalf of the primary policy and not the umbrella policy. However, for purposes of this analysis what matters is not the policy, but "the insurer" controlling the defense. As discussed below, all of the factors together show that Auto-Owners was in control of the defense. As such, Auto-Owners is estopped from asserting any coverage defenses or contesting its duty to defend.

To repeat: the employees handling the matter were employed by Auto-Owners and actively took steps for both Owners and Auto-Owners. More specifically, Rick Lewis and Dan Serafini were the claim representatives and Robert Zambiasi was the in-house counsel responsible for this case. All three were employed by the Auto-Owners group and worked on matters for both Owners and Auto-Owners. Here, Zambiasi reviewed the file and made inquiries as to how to conduct the defense. (Supp. Fouts Aff. At ¶¶ 1, 6, Exs. A. F; Zambiasi Dep. at 10, 11 Exs. 12-14, 21). Zambiasi inquired three different times as to whether Westfield was named as an additional insured. (Zambiasi Dep. at 53-57 Ex. 12-14). Just as importantly, Zambiasi and Serafini controlled the reserves of both the primary and the umbrella policy, thus acting for both Owners (primary) and Auto-Owners (umbrella). Zambiasi and Serafini sent emails back and forth during litigation suggesting that the umbrella reserve – that is, the reserve specific to the Auto-Owners policy – should be raised to $1,000,000. They then in turn actually raised the reserve. (*See* Claim Notes at AO 03945-03950; Serafini Dep. at Ex. 3 at AO-01037, AO-00993). Further, it was Dan Serafini who processed the settlement payment for Seamless, which included releases as to both Auto-Owners and Owners. (Serafini Dep. Ex. 3 at 27-35).

The intertwined proceedings, communications, and employees' actions show that Auto-Owners controlled the defense. Auto-Owners employees actively took steps for both Owners and Auto-Owners, which shows that Auto-Owners controlled the defense just as much as Owners.

Next, to secure a ruling that Auto-Owners is estopped from raising a coverage defense, Seamless has the burden to show that Auto-Owners caused it to surrender control of the defense, and as a result, caused prejudice to Seamless. *See Rosalind Franklin Univ. of Med. & Sci. v. Lexington Ins. Co.*, 2014 IL App (1st) 113755, ¶ 44. To show prejudice, Seamless must do more than show that the insurer entered an appearance and assumed the defense; the insured also must have clearly and unequivocally surrendered to the insurer its right to control the defense. *United Farm Family Mut. Ins. Co. v. Frye*, 381 Ill. App. 3d 960, 969-70 (4th Dist. 2008).

Auto-Owners argues that regardless of whether the inability to sue Quantum could constitute prejudice, Seamless' failure to sue within the statute of limitations cannot be attributed to Auto-Owners' conduct. The statute of limitations is two years and the discovery rule will not apply when the insured had a copy of the insurance policy and should have known its contents more than two years before filing suit. *See Hoover v Country Mut. Ins. Co.*, 2012 IL App (1st) 110939, ¶¶ 55-56. Auto-Owners argues that Seamless knew of the failure to procure insurance within the pertinent statute of limitations, and therefore it was not the conduct of Auto-Owners that caused Seamless' failure to sue Quantum.

Seamless asserts that regardless of the statute of limitations it was prejudiced by the fact that Auto-Owners controlled the defense, which induced Seamless to surrender its own rights to control its defense. "While estoppel usually requires a showing of prejudice by the insured, and

while the existence of such prejudice is typically a question of fact, if, 'by the insurer's assumption of the defense the insured has been induced to surrender his right to control his own defense, he has suffered a prejudice which will support a finding that the insurer is estopped to deny policy coverage.'" *Stoneridge Dev. Co., Inc. v. Essex Ins. Co.*, 382 Ill. App. 3d 731, 742 (2d Dist. 2008) (quoting *Md. Cas. Co. v. Peppers*, 64 Ill. 2d 187, 196 (1976)). Seamless argues that Auto-Owners controlled Seamless' defense without reserving any rights or disclosing the conflict of interest that existed between it and Seamless with regard to Westfield's tender. Thus, Seamless was induced to surrender its right to control its defense in light of Auto-Owners' conflict of interest and post-litigation coverage defenses. This in turn prejudiced Seamless during the litigation defense in the *Gulbrandsen* Action and the Westfield Counterclaim. That is why Auto-Owners is estopped from contesting or denying coverage.

Here, the Court previously concluded that Owners is estopped from denying liability arising out of the breach of contract claim because by assuming the defense and failing to even so much as make Seamless aware of the counterclaim when it was first filed by Westfield in 2006, Owners prejudiced Seamless' right to control its own defense. Seamless was never made aware of the original existence of the counterclaim, nor notified that the claim may not be covered under the policy; therefore, it could not intelligently decide whether to obtain additional counsel to defend it in this matter, until after its claims against Westfield and Cambridge had been dismissed with prejudice in the Gulbrandsen settlement. Had Seamless hired private counsel, it could have asserted a claim against Owners for failing to procure proper insurance for the Project or conduct discovery as to the breach of contract claim, which the Fouts Firm did not do. Operating from the same building, through the same personnel, and affecting not just the Owners CGI policy but also the Auto-Owners umbrella policy, Auto-Owners' conduct prejudiced Seamless in the same way as Owners' conduct did.

II. Auto Owners Waived its Right to Deny Coverage

Auto-Owners argues that waiver does not apply to umbrella insurers. Waiver occurs when a party intentionally relinquishes a known right, or acts in such a manner as to justify an inference that it intends to relinquish a known right. *See Lumbermen's Mut. Cas. Co. v. Sykes*, 384 Ill. App. 3d 207, 219 (1st Dist. 2008). In the insurance context, waiver occurs when an insurer, who is fully advised of the facts bearing on a policy defense, recognizes the continued validity of the policy and does not insist on non-coverage. *Sykes*, 384 Ill. App. 3d at 219-220. Auto-Owners argues that it was not required to insist on non-coverage because it never engaged in conduct that recognized the validity or applicability of its umbrella policy to Westfield's breach of contract counter claim. Auto-Owners argues that it had no duty to defend and did not, in fact, defend, so therefore waiver does not apply. *See Kajima Constr. Servs. v. St. Paul Fire Ins. Co.*, 368 Ill. App. 3d 665, 673 (1st Dist. 2006), *aff'd on other grounds*, 227 Ill.2d 102 (2007) (rejecting argument that insurer waived remedy by not reserving its rights relative to its excess policy because as excess insurer it was not required to reserve its rights, did not make any

payment from its excess policy, and was not a paying insurer). If *Kajima* were on point here, it would support Auto-Owners' position. But as discussed above, Auto-Owners' premise is fatally flawed. In this situation, Auto-Owners' employees actually did control the defense; and therefore waiver does apply to Auto-Owners as an umbrella insurer, just as (and for the same basic reasons as) waiver applies to Owners as the underlying CGI insurer.

Here, Auto-Owners waived its policy defense by continuing to perform under a policy when it knew, or in the exercise of ordinary diligence could have known, the facts in question giving rise to the coverage defense Auto-Owners now claims. *Kenilworth Ins. Co. v. McDougal*, 20 Ill. App. 3d 615, 620 (2d Dist. 1974). "[S]trong proof is not required to show a waiver of a policy defense, but only such facts as would make it unjust, inequitable or unconscionable to allow the defense to be interposed." *Rosalind Franklin Univ. of Medicine & Science v. Lexington Ins. Co.*, 2014 IL App (1st) 113755, ¶ 99. Here, Auto-Owners selected the defense counsel who prepared the answer to Westfield's counterclaim for breach of contract and defended the claim for twelve months before the case settled. Auto-Owners paid for those services and, moreover, the Fouts Firm regularly provided Auto-Owners (through the same employees as handled the matter for Owners) with status reports as to the developments in the case. Therefore, Auto-Owners would know, and *did* know, of the facts giving rise to its coverage defense with respect to Westfield's breach of contract claim. Here, because Auto-Owners exercised its right to control Seamless' defense without reserving any coverage defense when it knew of, or could have known of, the facts giving rise to the coverage defense, it waived its right to raise such a defense. *See McDougal, supra,* 20 Ill. App. 3d at 620.

III. Auto-Owners Breached its Contract

Because Auto-Owners controlled the defense of Seamless Gutter, it is now barred from asserting any defenses to coverage. Under its umbrella policy, Auto-Owners was obligated to "pay those sums included in the term ultimate net loss that the Insured becomes legally obligated to pay as damages because of" a covered claim. (TPC Ex. B at 16). Auto-Owners was also obligated to "pay with respect to any claim or suit [it] defends." Auto-Owners has not paid any of these costs; and, lacking the ability to raise any defenses to coverage (for the reasons previously stated), it is in breach of its contract with Seamless.

Accordingly, **IT IS HEREBY ORDERED** as follows:

1) Plaintiff Auto-Owners' motion for summary judgment is DENIED.

2) Defendant Seamless Gutter's cross-motion for summary judgment is GRANTED.

3) Plaintiff Auto-Owners waived its right to contest defense or indemnification under its policy of insurance with respect to the underlying lawsuit, and Auto-Owners is therefore

estopped to assert any coverage defenses or to contest its duty to defend under its umbrella policy with respect to the underlying lawsuit.

4) Consistent with the Court's April 29, 2014 Order with respect to Owners, the Court is not presently in a position to make a final determination regarding Seamless Gutter's damages.

5) To address the issue of damages, and any other matters, this cause is set for a status hearing on April 3, 2019 at 9:30 a.m.

ENTER:

ENTERED
JUDGE PETER FLYNN-1780
MAR 06 2019
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

Circuit Judge

DATED: March 6, 2019