**PARTIAL LIST OF CITATIONS**

**TO THE LEGAL WRITINGS OF SCOTT M. SEAMAN**

**State Supreme Courts**

*Nucor Corp. v. Employers Ins. Co. of Wausau*, 231 Ariz. 411 (Ariz. 2012) (citing Seaman and Schulze treatise on sharing of defense costs)

*Skokie Castings, Inc. v. Illinois Ins. Guar. Fund*, 2013 IL 113873 (Ill. 2013) (citing Seaman law review article on risk retention and insurance purchase issues)

*Kajima Const. Services, Inc. v. St. Paul Fire and Marine Ins. Co.,* 227 Ill.2d 102 (Ill. 2007) (citing Seaman law review article on excess insurance principles)

*Roberts v. Northland Ins. Co*., 185 Ill.2d 262 (Ill. 1998) (citing Seaman law review article on the role of excess insurance)

*Countryway Ins. Co. v. United Financial Cas. Ins. Co.*, 496 S.W.3d 424 (Ky. 2016) (citing Seaman and Schulze treatise on other insurance clauses)

*Boston Gas Co. v. Century Indem. Co.*, 454 Mass 337 (Mass. 2009) (citing Seaman and Schulze treatise 12 times in its landmark allocation decision for a variety of propositions, including: the various available allocation formulas, the features of *pro rata* allocation, fact-based allocation, “all sums” allocation, impact of “unavailability ” of insurance, self-insured retentions and deductibles, and insurance contract language).

*Ins. Co. of the State of Pennsylvania v. Great Northern Ins. Co.*, 45 N.E.3d 1283 (Mass. Mar. 2016) (citing Seaman and Schulze treatise on principles of equitable contribution in rejecting selective tender doctrine).

*Spaulding Composites Co., Inc. v. Aetna Cas. and Sur. Co*., 176 N.J. 25 (N.J. 2003) (citing Seaman law review article on the impact of *Owens-Illinois* decision and on excess insurance and self-insured retentions)

*Crossmann Communities of North Carolina, Inc. v. Harleysville*, 395 S.C. 40 (S.C. 2011) (citing Seaman and Schulze treatise on allocating to the policyholder for periods of no insurance, insufficient insurance, and self-insurance)

*Beaufort County School Dist. v. United Nat. Ins. Co.,* 392 S.C. 506 (S.C. 2011) (citing Seaman and Schulze treatise on “deemer” clauses)

*Burgraff v. Menard, Inc.,* 2016 WL 11 (Wisc. 2016) (concurring opinion citing Seaman and Schulze treatise on equitable allocation)

*State ex rel. Owners Ins. Co. v. McGraw*, 233 W. Va. 776 (W. Va. 2014) (citing Seaman and Schulze treatise on contribution rights)

**State Intermediate Appellate Courts**

*Haering v. Topa Insurance Co*., 244 Cal. App. 4th 725 (Cal. App. 2015) (citing Seaman law review article on excess insurance)

*A.R. Thane Ritchie v. Arch Specialty Ins. Co*., 2017 IL App (1st) 160413-U (Ill. App. March 2017) (citing Seaman law review article on exhaustion)

*Certain Underwriters at Lloyd’s, London v. Central Mut. Ins. Co*., 2014 IL App (1st) 133145 (Ill. App. May 2014) (citing Seaman law review article on primary and excess insurance)

*Thomson Inc. v. Insurance Co. of North America*, 11 N.E.3d 982 (Ind. App. 2014) (citing Seaman and Schulze treatise on allocation)

*Mayor and City Council of Baltimore v. Utica Mut. Ins. Co*., 145 Md. App. 256 (Md. App. 2002) (citing Seaman law review article on excess insurance and catastrophic loss)

*New England Insulation Co., Inc. v. Liberty Mut. Ins. Co*., 74 Mass. App. 1102 (Mass. App. 2009) (citing Seaman and Schulze treatise on “other insurance” clauses)

*Nooter Corp. v. Allianz Underwriters Ins. Co*., 2017 WL 4365168 (Mo. Ct. App. 2017) (citing Seaman & Schulze treatise on long tail claims and allocation)

*Kephard v. Pendergraph*, 131 N.C. App. 559 (N.C. App. 1998) (citing Seaman law review article on excess insurance and right to associate in the defense)

*Westchester Fire Ins. Co. v. Schorsch*, 2020 N.Y. App. Div. LEXIS 2979 (N.Y. App. 2020) (citing Seaman law review article on following form)

**State Trial Courts**

*Alterra Excess & Surplus Ins. Co. v. Tanadgusix Corp.,* 2015 WL 9898978 (Alaska Super Ct. Feb. 2015) (citing Seaman and Schulze treatise on selective tender)

*Viking Pump, Inc. v. Century Indemnity Co*., 2014 WL 1305003 (Del. Supr. Ct. Feb. 2014) (citing Seaman and Schulze treatise on horizontal exhaustion)

*Union National Ins. Co. v. Providence Washington Ins. Co.*, 23 Mass. L. Rptr. 236 (Mass. Super. Ct. June 2008) (citing Seaman law review article on damages in an equitable subrogation action)

**Federal Circuit Courts Of Appeal**

*Plastics Engineering Co. v. Liberty Mut. Ins. Co*., 514 F.3d 651 (7th Cir. 2008) (citing Seaman law review article on “non-cumulation” provisions)

*Salvati v. Am. Ins. Co*., 855 F.3d 40 (1st Cir. 2017) (citing Seaman law review article on excess insurance)

*Lexington Ins. Co. v. RLI Ins. Co.,* 949 F.3d 1015 (citing Seaman law review article on excess insurance)

**Federal District Courts**

*First Mercury Ins. Co. v. Shawmut Woodworking & Supply, Inc*., 2014 WL 4726245 (D. Conn. Sept. 2014) (citing Seaman and Schulze treatise for meaning of effect of additional insured endorsement)

*Beloit Liquidating Trust v. Century Indemnity Co*., 2002 WL 31870525 (N.D. Ill. Dec. 20, 2002) (citing Seaman law review article on self-insured retentions)

*National Union Ins. Co. v. Dowd & Dowd, P.C*., 2 F.Supp.2d 1013 (N.D. Ill. 1998) (citing Seaman law review article on self-insurance)

*Me. Woods Pellet Co. LLC v. Western World Ins. Co*., 401 F. Supp. 3d 194 (D. Maine 2019) (citing Seaman treatise on deductibles)

*Peabody Essex Museum, Inc. v. U.S. Fire Ins. Co*., 2010 WL 3895172 (D. Mass. 2010) (citing Seaman and Schulze treatise on allocation)

*Aquino v. Pacesetter Adjustment Co*., 416 F.Supp.2d 181 (D. Mass. 2005) (citing Seaman law review article on notice of occurrence)

*Reinke Manufacturing Co. v. Elecsys Corp*., 2018 U.S. Dist. LEXIS 26695 (D. New Mexico Feb. 2018) (citing Seaman and Schulze on contractual indemnity claims)

*Reinke Mfg. v. Elecsys Corp.,* 2018 U.S. Dist. LEXIS 26695 (D. Neb. Feb. 20, 2018) (citing Seaman and Schulze treatise on contractual indemnity)

*Am. Auto. Ins. Co. v. First Mercury Ins. Co*., 2017 U.S. Dist. LEXIS 51336 (D. New Mexico Mar. 2017) (citing Seaman law review article on deductibles)

*Endurance American Specialty Ins. Co. v. Century Sur. Co*., 2014 WL 4555697 (S.D.N.Y. Sept. 2014) (citing Seaman and Schulze treatise on exhaustion issues)

*Canal Ins. Co. v. Montello, Inc*., 2013 WL 6732658 (N.D. Oklahoma Dec. 2013) (citing Seaman and Schulze treatise on insurer insolvency and drop down issues)

*First Mercury Ins. Co. v. Waterside Condominium Ass’n*, 2013 WL 6383883 (D. Oregon Dec. 2013) (citing Seaman and Schulze treatise on builder’s wrap-up insurance programs)

*Factory Mutual Insurance Co. v. Peri Formworks Systems, Inc*., 2016 WL 7191626 (D. Oregon Dec. 2016) (citing Seaman and Schulze treatise on builder’s wrap-up insurance programs)

*Rosser International, Inc. v. Walter P. Moore & Associates*, 2013 WL 3989437 (W. D. Pa. Aug. 2013) (citing Seaman and Schulze treatise on joint defense agreements)

*Treesdale, Inc. v. TIG Ins. Co.*, 681 F.Supp.2d 611 (W.D. Pa. 2010) (citing Seaman law review article on umbrella insurance)

*Greene, Tweed & Co., Inc. v. Hartford Acc. & Indem. Co*., 2006 WL 1050110 (E.D. Pa. 2006) (citing Seaman law review article on insurer insolvencies and drop down obligations)

*Quality Stone Veener, Inc. v. Selective Ins. Co. of Am*., 2017 WL 345636 (E.D. Pa. 2017) (citing Seaman law review article on umbrella insurance)

*Liberty Mut. Fire Ins. Co., v. J.T. Walker Industries, Inc*., 817 F. Supp. 2d 784 (D. South Carolina) (citing Seaman and Schulze treatise on allocation and satisfaction of deductibles)

*Vt. Mut. Ins. Co. v. Cincinnati Specialty Underwriters Ins. Co*., 2019 U.S. Dist. LEXIS

23179 (D. Vermont) (citing Seaman and Schulze treatise on other insurance and escape clause)

*In re Feature Realty Litigation,* 2007 WL 2703002 (E. D. Wash. Sept. 2007) (citing Seaman law review article on duty to defend standards and strategy)

**Code Of Federal Regulations**

17 C.F.R. Section 229.101 (Item 101) (citing Seaman and DeLascio law review article on global warming claims and coverage issues).

**Insurer Briefs**

Scott’s writings also have been cited extensively by insurers in briefs in matters pending throughout the country including:

Supreme Court of Hawaii (Lexington Insurance Company citing Seaman and Schulze treatise on coordination of coverage between claims-made and occurrence contracts in *Nautilus Ins. Co*.)

Illinois Supreme Court (Certain Underwriters at Lloyds, London citing Seaman treatise on excess insurers in *Nicor* case)

Indiana Supreme Court (ACE brief citing Seaman and Schulze allocation treatise in *Thomson* case)

Supreme Court of Massachusetts (*amicus* citing Seaman law review article on following form and pure excess insurance in *Allmerica Financial* case)

Supreme Court of Massachusetts (Insurance Company of the State of Pennsylvania citing Seaman and Schulze treatise on equitable contribution claims)

New York Court of Appeals (Liberty Mutual Underwriters citing Seaman and Schulze treatise on contruction contracts and additional insureds)

New York Court of Appeals (Century citing Seaman and Schulze allocation treatise in *KeySpan* case)

New York Court of Appeals (various insurers citing Seaman and Schulze allocation treatise in *Viking Pump* case)

New York Court of Appeals (Travelers citing Seaman law review article on “all sums” allocation methodology being inconsistent with the injury in fact trigger and policy language in *Consolidated Edison* case).

Pennsylvania Supreme Court (Donegal Mutual citing Seaman and Schulze treatise on number of occurrences in *Baumhammers* case)

Texas Supreme Court and Texas Court of Appeal (Markel citing Seaman and Schulze allocation treatise in *Lennar* case)

Texas Supreme Court and Texas Court of Appeal (Highlands Ins. Co. citing Seaman and Schulze treatise on exhaustion and excess insurance principles in *Plantation Pipeline* case)

Supreme Court of New York (Century citing Seaman and Schulze treatise in the *Keyspan* case on allocation and unavailability of insurance coverage)

United States Court of Appeals for the Second Circuit (Century Indemnity Company citing Seaman and Schulze treatise on recoupment of defense costs in *Narragansett Electric Co*.)

United States Court of Appeals for the Second Circuit (Midgal Insurance Company citing Seaman and Schulze treatise on other insurance clauses)

United States Court of Appeals for the Fifth Circuit (Insurance Company of the State of Pennsylvania citing Seaman law review article on duty to defend in *Schneider National Transport*)

United States Court of Appeals for the Fifth Circuit (Affiliated FM citing Seaman and Schulze treatise on other insurance clauses in *Southern Insurance Co*.)

United States Court of Appeals for the Fifth Circuit (Westchester Fire citing Seaman and Schulze treatise on other insurance clauses in *EMJ Corporation*)

United States Court of Appeals for the Fifth Circuit (Ranger Ins. citing Seaman and Schulze treatise on assignment of risk in construction contracts in the *Deepwater Horizon* case)

United States Court of Appeals for the Eighth Circuit (U.S. Fire Insurance Company citing Seaman and Schulze treatise on allocation in *H.B. Fuller*)

**Secondary Sources**

Scott’s writings also have been cited in secondary sources including *Appleman: Current Critical Insurance Law*, *New Appleman on Insurance Law*, *Massachusetts Liability Insurance Manual*, ALI-ABA course of study materials, and the American Law Institute’s *Restatement of the Law - Liability Insurance.*