

IN THE CIRCUIT COURT OF BOONE COUNTY, WEST VIRGINIA

**AMERISOURCEBERGEN DRUG
CORPORATION,**

Plaintiff,

v.

**CIVIL ACTION NO. 17-C-36
JUDGE THOMPSON**

**ACE AMERICAN INSURANCE COMPANY,
ACE PROPERTY AND CASUALTY
INSURANCE COMPANY, AMERICAN
GUARANTEE & LIABILITY INSURANCE
COMPANY, ENDURANCE AMERICAN
INSURANCE COMPANY and ST. PAUL
FIRE & MARINE INSURANCE COMPANY,**

Defendants.

**ANSWER OF ACE AMERICAN INSURANCE COMPANY AND
ACE PROPERTY AND CASUALTY INSURANCE COMPANY
TO THE COMPLAINT**

Now comes the Defendants, ACE American Insurance Company and ACE Property and Casualty Insurance Company (collectively "ACE"), by and through counsel, Paul R. Koepff, Esquire, Clyde & Co US LLP, and Matthew J. Perry, Esquire, Lamp, Bartram, Levy, Trautwein & Perry, PLLC, and respectfully submit their Answer to the Complaint for Declaratory Judgment and Breach of Contract, stating as follows:

First Defense

THE NATURE OF THE ACTION

1. Paragraph 1 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

2. Paragraph 2 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations to the extent they

relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

3. Paragraph 3 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

4. Paragraph 4 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

PARTIES
Plaintiff

5. ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 of the Complaint.

The Defendants

6. ACE admits the allegations in paragraph 6 of the Complaint.

7. ACE admits the allegations in paragraph 7 of the Complaint.

8. ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 of the Complaint.

9. ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 of the Complaint.

10. ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 of the Complaint.

JURISDICTION & VENUE

11. Paragraph 11 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations, except admits that

ACE is licensed to conduct insurance business in West Virginia and has conducted certain insurance business in West Virginia. ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

12. Paragraph 12 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

13. Paragraph 13 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

14. Paragraph 14 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 14 of the Complaint to the extent they relate to ACE, except admits that there is a dispute between ACE and plaintiff with respect to coverage under insurance policies issued by ACE, that ACE issued the specific policies identified in Exhibit A and ACE refers to such policies for their terms (hereinafter referred to as the "ACE Policies") and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

ALLEGED FACTS
The WVAG Lawsuit

15. ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 15 of the Complaint, except admits that the State of West Virginia appointed a Special Attorney General to initiate and maintain a lawsuit against pharmaceutical distributors who allegedly oversupplied opioids.

16. ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16 of the Complaint, except admits that the State of West Virginia filed a Complaint

on or about June 26, 2012 against plaintiff and other pharmaceutical distributors in an action styled *State of West Virginia v. AmerisourceBergen Drug Corporation, et al.*, No. 12-C-141 (Circuit Court of Boone County, West Virginia) (the "WVAG Lawsuit").

17. ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17 of the Complaint, except admits that on or about January 2, 2014, the State of West Virginia filed an amended complaint in the WVAG Lawsuit.

18. ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18 of the Complaint, except admits that on or about January 13, 2015 the State of West Virginia filed a Second Amended Complaint in the WVAG Lawsuit and that the version of that complaint attached to the Complaint as Exhibit B has been redacted without leave of the court, and further denies that Exhibit B is a true and correct copy.

19. Paragraph 19 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 19 of the Complaint to the extent they relate to ACE, except admits that plaintiff purported to provide notice of the WVAG Lawsuit to ACE and sought coverage under the ACE Policies and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

20. Paragraph 20 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 of the Complaint, except admits that plaintiff has referenced selective and incomplete excerpts from the Second Amended Complaint from the WVAG Lawsuit and refers to the Second Amended Complaint from the WVAG Lawsuit for its contents.

21. Paragraph 21 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21 of the Complaint, except admits that plaintiff has referenced selective and incomplete excerpts from the Second Amended Complaint from the WVAG Lawsuit and refers to the Second Amended Complaint from the WVAG Lawsuit for its contents.

22. Paragraph 22 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22 of the Complaint.

23. Paragraph 23 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23 of the Complaint.

24. Paragraph 24 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations to the extent they relate to ACE, and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

25. Paragraph 25 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 25 of the Complaint, except admits that plaintiff and the State of West Virginia reached an agreement to resolve the WVAG Lawsuit.

26. Paragraph 26 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 26 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

27. Paragraph 27 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 27 of the Complaint to the extent they relate to ACE, except admits that plaintiff executed a Settlement Agreement and Release in the WVAG Lawsuit and refers to the Settlement Agreement and Release for its contents.

28. Paragraph 28 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required ACE admits that there is a January 9, 2017 press

release and denies knowledge or information sufficient to form a belief as to the truth of the allegations in the press release.

29. Paragraph 29 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE admits that plaintiff entered into a Settlement Agreement and Release in the WVAG Lawsuit and refers to the Settlement Agreement and Release for its contents.

30. Paragraph 30 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE admits that Plaintiff paid \$16 million to the State of West Virginia and refers to the Settlement Agreement and Release for its contents.

31. Paragraph 31 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 31 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

The County and City Lawsuits

32. ACE denies the allegations in paragraph 32 of the Complaint, except admits that McDowell County, West Virginia filed a Complaint against plaintiff and other parties in an action styled *McDowell County v. McKesson Corporation, et al.*, No. 16-C-137-M (the "McDowell County Lawsuit"), that the action was removed and is now pending in federal court and that plaintiff purports to attach a copy of the complaint filed in the McDowell County Lawsuit as Exhibit C.

33. ACE denies the allegations in paragraph 33 of the Complaint, except admits that the City of Huntington, West Virginia filed a complaint against plaintiff and other parties in an action styled *The City of Huntington v. AmerisourceBergen Drug Corporation, et al.*, No 17-C-38 (the "City of Huntington Lawsuit"), and that plaintiff purports to attach a copy of the complaint filed in the City of Huntington Lawsuit as Exhibit D.

34. ACE denies the allegations in paragraph 34 of the Complaint, except admits that the Town of Kermit filed a complaint against plaintiff and other parties in an action styled *Mayor Charles Sparks, on*

behalf of the Town of Kermit v. McKesson Corporation, et al., No. 17-C-13 (the "Town of Kermit Lawsuit") and that plaintiff purports to attach a copy of the complaint filed in the Town of Kermit Lawsuit as Exhibit E.

35. ACE denies the allegations in paragraph 35 of the Complaint, except admits that the City of Welch filed a complaint against plaintiff and other parties in an action styled *Mayor Reba Honaker, on behalf of the City of Welch v. McKesson Corporation, et al.* No 17-C-18 (the "City of Welch Lawsuit") and that plaintiff purports to attach copy of the complaint filed in the City of Welch Lawsuit as Exhibit F.

36. Paragraph 36 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations.

37. ACE admits that plaintiff refers to the WVAG Lawsuit and the County and City Lawsuits collectively in the Complaint as the "Prescription Opioid Lawsuits."

38. Paragraph 38 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 38 of the Complaint to the extent they relate to ACE, except admits that plaintiff purported to provide notice of the County and City Lawsuits to it and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

39. Paragraph 39 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 39 of the Complaint to the extent they relate to ACE, except admits that paragraph 39 includes incomplete and selective allegations from the County and City Lawsuits and refers to the complete copies of the Exhibits referenced in paragraph 39 for their contents.

40. Paragraph 40 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 40 of the Complaint to the extent they relate to ACE, except admits that paragraph 40 of the Complaint includes

incomplete and selective excerpts from Exhibits C and E, and refers to the complete copies of the Exhibits referenced in paragraph 40 for their contents.

41. Paragraph 41 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 41 of the Complaint to the extent they relate to ACE, except admits that paragraph 41 of the Complaint includes an incomplete and selective excerpt from Exhibit D, and refers to the complete copy of the Exhibit referenced in paragraph 41 for its contents.

42. Paragraph 42 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 42 of the Complaint to the extent they relate to ACE, except admits that paragraph 42 of the Complaint includes an incomplete and selective excerpt from Exhibit F, and refers to the complete copy of the Exhibit referenced in paragraph 42 for its contents.

43. Paragraph 43 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 43 of the Complaint.

ABDC's Insurance Coverage and the Defendants' Alleged Failure to Provide Coverage

44. Paragraph 44 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 44 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

45. Paragraph 45 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 45 of the Complaint to the extent they relate to ACE, except admits that plaintiff purported to tender the defense and indemnification for the Opioid Lawsuits under the ACE Policies and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

46. Paragraph 46 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 46 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

47. Paragraph 47 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 47 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

48. Paragraph 48 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 48 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

49. Paragraph 49 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 49 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

50. Paragraph 50 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 50 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

51. Paragraph 51 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 51 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

52. Paragraph 52 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 52 of the Complaint.

53. Paragraph 53 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 53 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

54. Paragraph 54 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 54 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

55. Paragraph 55 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 55 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

56. Paragraph 56 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 56 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

57. Paragraph 57 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 57 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

58. Paragraph 58 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 58 of

the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

59. Paragraph 59 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 59 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

60. Paragraph 60 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 60 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

COUNT I

Declaratory Judgment

61. ACE repeats and realleges each and every one of its responses to the allegations contained in paragraphs 1 through 60 of the Complaint as if fully set forth herein.

62. Paragraph 62 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 62 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

63. Paragraph 63 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 63 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

64. Paragraph 64 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 64 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

65. Paragraph 65 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 65 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

66. Paragraph 66 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE admits that a court may declare the rights and obligations of ACE and plaintiff with respect to the Opioid Lawsuits under the ACE Policies and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

WHEREFORE, ACE respectfully requests that this Court deny the relief requested in the Complaint and dismiss the Complaint in its entirety, with prejudice. ACE further requests any and all other relief to which it is entitled, including costs and attorneys' fees, as well as any other relief to which ACE is entitled to under equity and law.

COUNT II

Breach of Contract

67. ACE repeats and realleges each and every one of its responses to the allegations contained in paragraphs 1 through 66 of the Complaint as if fully set forth herein.

68. Paragraph 68 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 68 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

69. Paragraph 69 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 69 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

70. Paragraph 70 of the Complaint contains conclusions and contentions of law to which no response is required. To the extent a response is required, ACE denies the allegations in paragraph 70 of the Complaint to the extent they relate to ACE and denies knowledge or information sufficient to form a belief as to the truth of the allegations as to the other defendants.

71. ACE denies any and all allegations within the Complaint not expressly admitted herein.

WHEREFORE, ACE respectfully requests that this Court deny the relief requested in the Complaint and dismiss the Complaint in its entirety, with prejudice. ACE further requests any and all other relief to which it is entitled, including costs and attorneys' fees, as well as any other relief to which ACE is entitled to under equity and law.

Second Defense

The Complaint fails to state a claim against ACE upon which relief can be granted and should therefore be dismissed with prejudice.

Third Defense

ACE has no obligation to defend or pay defense costs with respect to the Opioid Lawsuits until the insured satisfies the relevant terms in the ACE Policies.

Fourth Defense

Coverage for any defense costs sought under the ACE Policies is not available to the extent plaintiff incurred defense costs before giving notice to ACE.

Fifth Defense

Coverage under the ACE Policies is not available to the extent there was no occurrence within the meaning of the ACE Policies.

Sixth Defense

Coverage under the ACE Policies is not available to the extent the claims related to or arising from the Opioid Lawsuits do not meet the terms of any of the applicable ACE Policies.

Seventh Defense

Coverage under the ACE Policies is not available to the extent that plaintiff knew that any alleged bodily injury or property damage had occurred prior to the relevant policy period.

Eighth Defense

Coverage under the ACE Policies is not available to the extent plaintiff had prior knowledge concerning any bodily injury or property damage, and/or in the event there was a known loss or loss in progress prior to the inception of any ACE Policy.

Ninth Defense

Coverage under an ACE Policy is not available insofar as "bodily injury" or "property damage," if any, first manifested prior to that policy's date of inception.

Tenth Defense

Coverage under the ACE Policies is not available for Personal and Advertising Injury to the extent the Opioid Lawsuits do not allege any "personal and advertising injury" liability on the part of plaintiff.

Eleventh Defense

Coverage under the ACE Policies is not available to the extent the Opioid Lawsuits allege "'bodily injury' or 'property damage' expected or intended from the standpoint of the insured."

Twelfth Defense

Coverage under the ACE Policies is not available to the extent the Opioid Lawsuits do not seek damages, seek coverage for temporary and permanent injunctive and/or other equitable relief, and/or the costs of complying with temporary and permanent injunctive and/or other equitable relief.

Thirteenth Defense

Coverage under the ACE Policies is not available insofar as certain Opioid Lawsuits seek coverage for alleged property damage to the extent an applicable pollution exclusion bars coverage.

Fourteenth Defense

Coverage under the ACE Policies is not available to the extent timely notice of the Opioid Lawsuits was not provided.

Fifteenth Defense

ACE further reserves the right to limit or preclude coverage based upon grounds other than those expressly set above and to supplement or amend this Answer to address additional coverage issues as they may arise, based upon all the provisions, terms, conditions, exclusions, endorsements and definitions found in the ACE Policies and additional facts that may come to ACE's attention during the course of discovery.

Sixteenth Defense

There is no coverage to the extent the claims are barred by the applicable statute of limitations and/or doctrine of laches.

Seventeenth Defense

Plaintiff's claims may be barred by the doctrines of waiver and/or estoppel.

Eighteenth Defense

ACE hereby invokes and asserts all affirmative defenses which may prove applicable herein, so as not to waive them, including, but not necessarily limited to, lack of jurisdiction over the subject matter, lack of jurisdiction over the person, improper venue, insufficiency of process, insufficiency of service of process, accord and satisfaction, arbitration and award, duress, failure of consideration, fraud, release, res judicata, statute of frauds, and collateral estoppel and further reserves the right to raise such additional defenses as may appear appropriate following further discovery and factual development in this case.

PRAYER FOR RELIEF

WHEREFORE, Defendants, ACE American Insurance Company and ACE Property and Casualty Insurance Company, respectfully request:

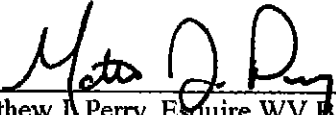
- 1) A trial by jury on all issues so triable;
- 2) Judgment denying all relief sought by Plaintiff and dismissing the Complaint with prejudice;
- 3) A declaration that ACE American Insurance Company and ACE Property and Casualty Insurance Company owe no coverage obligation under any insurance policy issued by them for which Plaintiff seeks coverage in this action;
- 4) An award of any applicable costs and/or attorneys' fees as may be appropriate, and;

5) For such further relief as the Court may deem just and proper.

Dated this 26th day of May, 2017.

**ACE AMERICAN INSURANCE COMPANY AND
ACE PROPERTY AND CASUALTY INSURANCE COMPANY**

By Counsel



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IN THE CIRCUIT COURT OF BOONE COUNTY, WEST VIRGINIA

AMERISOURCEBERGEN DRUG
CORPORATION,

Plaintiff,

v.

CIVIL ACTION NO. 17-C-36

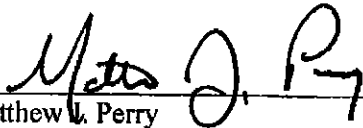
ACE AMERICAN INSURANCE COMPANY,
ACE PROPERTY AND CASUALTY
INSURANCE COMPANY, AMERICAN
GUARANTEE & LIABILITY INSURANCE
COMPANY, ENDURANCE AMERICAN
INSURANCE COMPANY and ST. PAUL
FIRE & MARINE INSURANCE COMPANY,

Defendants.

CERTIFICATE OF SERVICE

I, MATTHEW J. PERRY, counsel for ACE American Insurance Company and ACE Property and Casualty Insurance Company, do hereby certify that service of the foregoing ACE AMERICAN INSURANCE COMPANY AND ACE PROPERTY AND CASUALTY INSURANCE COMPANY'S ANSWER TO COMPLAINT has been made upon counsel of record via U.S. Mail on the 26th day of May, 2017, addressed as follows:

Charles S. Piccirillo SHAFFER & SHAFFER PLLC 330 State Street P.O. Box 38 Madison, West Virginia 25130	Tiffany R. Durst, Esquire Pullin, Fowler, Flanagan, Brown & Poe, PLLC 2414 Cranberry Square Morgantown, WV 26508
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