

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE**

**Natasha Urena and Daniel
Rodriguez, Administrators
of the Estate of Juliana
Rodriguez Morel**

v.

Case No. 22-cv-200-PB
Opinion No. 2025 DNH 119

**Travelers Casualty and
Surety Company of America**

MEMORANDUM AND ORDER

Plaintiff Juliana Rodriguez Morel¹ sued her former employer, Mammoth Tech, Inc.,² for pregnancy discrimination and wrongful termination on January 15, 2021. UA [Doc. 1-20](#).³ In March 2023, she obtained a \$303,592.20 default judgment against Mammoth. UA [Doc. 69](#) at 2.

¹ Rodriguez Morel passed away after filing the original Complaint in this action and the co-administrators of her estate were substituted as parties. For the sake of clarity, I refer to the original plaintiff, Rodriguez Morel, rather than the co-administrators of her estate.

² Mammoth Tech, Inc. was known by a different name when Rodriguez Morel worked there. Doc. 20-3 at 1. I refer to the company by its current name, Mammoth, throughout this order.

³ Citations in this order refer to two different dockets: the underlying action that Rodriguez Morel filed against Mammoth on January 15, 2021 and the current action that Rodriguez Morel filed against Travelers on May 9, 2022. Documents from the former docket are referred to under the label “UA Doc. #” and documents from the latter docket are referred to under the label “CA Doc. #.”

While that action was pending, Rodriguez Morel filed this declaratory judgment against Mammoth's insurer, Defendant Travelers Casualty and Surety Company of America, seeking a ruling that Travelers is obliged to satisfy the default judgment pursuant to a claims-made policy it issued to Mammoth. CA [Doc. 1-1](#) at 2. Travelers has filed a motion for judgment on the pleadings, arguing that its policy does not cover Rodriguez Morel's claims against Mammoth because Rodriguez Morel first made her claims in a March 2019 administrative complaint long before Mammoth acquired the Travelers policy. CA [Doc. 57](#).

I. BACKGROUND

A. Rodriguez Morel's Claims Against Mammoth

Rodriguez Morel was employed by Mammoth from August 31, 2018 until she was discharged on February 11, 2019. CA [Doc. 56](#) at 1. Her termination followed a series of pregnancy-related absences between December 2018 and February 2019. CA [Doc. 56-1](#) at 29-40.

On March 19, 2019, Rodriguez Morel dual-filed an administrative complaint with the New Hampshire Commission for Human Rights and Equal Employment Opportunity Commission. [Id.](#) at 88-89. She alleged in that complaint that she was subjected to both intentional sex discrimination and retaliatory treatment during her pregnancy. [Id.](#); CA [Doc. 58](#) at 10. The New Hampshire Commission for Human Rights notified Mammoth of

Rodriguez Morel’s administrative complaint on March 28, 2019. UA [Doc. 24-2](#) at 1-4.

On October 19, 2020, the New Hampshire Commission for Human Rights dismissed Rodriguez Morel’s administrative complaint without prejudice and informed both Mammoth and Rodriguez Morel of its dismissal.⁴ UA Doc. [24-3](#). The Equal Employment Opportunity Commission later provided Rodriguez Morel with a letter authorizing her to sue Mammoth and copied Mammoth on the letter. UA [Doc. 14-19](#).

On November 6, 2020, Rodriguez Morel’s counsel emailed Mammoth’s counsel a “DRAFT complaint,” informed him that she had received a right-to-sue letter, and notified him that the parties had approximately eighty days to resolve the matter pre-suit. UA [Doc. 24-5](#). On December 5, 2020, her counsel sent Mammoth’s counsel an email that included a written demand and an updated draft complaint. CA [Doc. 56-1](#) at 19-52. In the email, Rodriguez Morel demanded that Mammoth pay her “enhanced compensatory and punitive damages” resulting from Mammoth’s “knowing and callous

⁴ The dismissal letter states that Rodriguez Morel “provided the Commission with notice of the filing of a civil action in superior court.” UA Doc. [24-3](#). In reality, Rodriguez Morel did not file her civil action against Mammoth until January 15, 2021.

treatment of its pregnant, ill and debilitated employee” from December 2018 through February 2019. CA [Doc. 56-1](#) at 21-24.

Rodriguez Morel filed her complaint against Mammoth in this Court on January 15, 2021. UA [Doc. 1-20](#). Her complaint alleged that Mammoth’s treatment of Rodriguez Morel between December 2018 and February 2019 violated [New Hampshire Rev. Stat. Ann. \(“RSA”\) 354-A:7, VI\(b\)](#), [42 U.S.C. § 2000e-2\(a\)\(1\)-2\(k\)\(1\)\(A\)\(i\)](#), and [42 U.S.C. § 12112\(b\)\(5\)\(A\)](#). CA [Doc. 56-1](#) at 70-84. This Court ultimately entered a default judgment for Rodriguez Morel on these claims on March 27, 2023 and ordered Mammoth to pay Rodriguez Morel \$303,592.20 in damages and attorneys’ fees. UA [Doc. 69](#) at 2.

B. Mammoth’s Employment Practices Liability Coverage

From August 5, 2020 to August 5, 2021, Mammoth was insured by a Private Company Directors and Officers Liability Policy issued by Travelers. CA [Doc. 57-2](#) at 6. On December 4, 2020, Mammoth amended its policy through a Policy Changes Endorsement. [Id.](#) at 57-61. The endorsement provided Mammoth with Employment Practices Liability (“EPL”) coverage from December 4, 2020 through August 5, 2021. [Id.](#)

The EPL Endorsement states that Travelers “will pay on behalf of the Insured, Loss for any Employment Claim first made during the Policy Period . . . for a Wrongful Employment Practice.” CA [Doc. 57-2](#) at 69. It defines an “Employment Claim” as:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding commenced by the filing of charges, formal investigative order, service of summons or similar document, including a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided in the context of an audit conducted by the Office of Federal Contract Compliance Programs, Employment Claim will be limited to a Notice of Violation or Order to Show Cause or written demand for monetary damages or non-monetary relief;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the Insured agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, against any Insured by or on behalf of or for the benefit of a Claimant.

Id. at 70. A “Claim” is defined as “an Employment Claim” and further instructs that “[a] Claim is deemed to be made on the earliest date that an Executive Officer first receives written notice of such Claim.” Id. at 69. An “Executive Officer” is “an officer, member of the board of directors, natural person partner, principal, risk manager, LLC Manager, in-house general counsel, member of the staff of the human resources department of the Insured Organization or a functional equivalent thereof.” Id. at 70. A

“Wrongful Act” is defined as “a Wrongful Employment Practice occurring in the course of or arising out of a Claimant’s employment, application for employment or performance with the Insured Organization.” Id. at 73. The endorsement further specifies that “All Related Wrongful Acts are a single Wrongful Act for purposes of this Liability Coverage, and all Related Wrongful Acts will be deemed to have occurred at the time the first of such Related Wrongful Acts occurred whether prior to or during the Policy Period.” Id. at 74.

General terms governing the entirety of Mammoth’s insurance policy are found in the Liability Coverage Terms and Conditions (“LCTC”). The LCTC defines a “Related Wrongful Act” as “All Wrongful Acts that have as a common nexus, or are causally connected by reason of any fact, circumstance, situation, event or decision.” Id. at 14. The LCTC also provides under the heading “Related Claims” that:

All Claims or Potential Claims for Related Wrongful Acts will be considered as a single Claim or Potential Claim, whichever is applicable, for purposes of this Liability Policy. All Claims or Potential Claims for Related Wrongful Acts will be deemed to have been made at the time of the first of such Claims or Potential Claims was made whether prior to or during the Policy Period.

Id. at 17. The general terms and conditions in the LCTC apply to each type of coverage provided by the policy unless a particular coverage specifies otherwise. Id. at 12. If the terms and conditions of the LCTC are “inconsistent or in conflict with” the terms of a particular type of coverage, the terms of the governing specific type of coverage will control. Id.

C. Rodriguez Morel’s Claims Against Travelers

Travelers disclaimed coverage for Rodriguez Morel’s claims in a February 4, 2022 letter. CA Doc. 56-1 at 85-87. In that letter, Travelers informed Mammoth that it was declining coverage because Mammoth had first received notice of Rodriguez Morel’s claim “on or before November 19, 2020” and coverage under the EPL Endorsement did not begin until December 4, 2020. Id. at 86.

Rodriguez Morel challenged Travelers’ denial of coverage in a petition for declaratory judgment filed in state court on May 2, 2022. CA Doc. 1-1 at 3. Travelers later removed the case to this Court. CA Doc. 1-2. It filed its motion for judgment on the pleadings on March 21, 2025, and briefing was completed on that motion on May 2, 2025. CA Doc. 57; CA Doc. 62.

II. STANDARD OF REVIEW

A party may move for judgment on the pleadings at any time “[a]fter the pleadings are closed . . . but early enough not to delay trial.” Fed. R. Civ.

P. 12(c). A motion for judgment on the pleadings is subject to the same standard of review as a motion to dismiss for failure to state a claim under Rule 12(b)(6). Kando v. R.I. State Bd. of Elections, 880 F.3d 53, 58 (1st Cir. 2018). Accordingly, when a defendant moves for judgment on the pleadings, I must accept the complaint's well-pleaded factual allegations as true and draw all reasonable inferences in the plaintiff's favor. R.G. Fin. Corp. v. Vergara-Nuñez, 446 F.3d 178, 182 (1st Cir. 2006). I “must consider the complaint, documents annexed to it, and other materials fairly incorporated within it,” as well as “matters that are susceptible to judicial notice.” Rodi v. S. New Eng. Sch. of Law, 389 F.3d 5, 12 (1st Cir. 2004). I may also “properly consider the relevant entirety of a document integral to or explicitly relied upon in the complaint, even though not attached to the complaint.” Clorox Co. P.R. v. Proctor & Gamble Com. Co., 228 F.3d 24, 32 (1st Cir. 2000) (quoting Shaw v. Digit. Equip. Corp., 82 F.3d 1194, 1220 (1st Cir. 1996)). Finally, I may “take judicial notice of proceedings in other cases or courts if those proceedings have relevance to the matters at hand.” Kowalski v. Gagne, 914 F.2d 299, 305 (1st Cir. 1990). Under this standard, judgment on the pleadings is warranted “only if the uncontested and properly considered facts conclusively establish the movant's entitlement to a favorable judgment.” Aponte-Torres v. Univ. of P.R., 445 F.3d 50, 54 (1st Cir. 2006).

III. ANALYSIS

Travelers argues that it is entitled to judgment on the pleadings because Rodriguez Morel first made the claims at issue in the underlying action when Mammoth was served with her administrative complaint in March 2019, long before Mammoth purchased the EPL Endorsement. Like many claims-made policies, Travelers' policy only covered claims first made during the policy period. See generally Brown Daltas & Assocs., Inc. v. General Accident Ins. Co. of Am., 48 F.3d 30, 32 (1st Cir. 1995) ("Because of its 'claims-made' nature, the Policy generally provided coverage only for claims first made against the insureds during the coverage period.").

Rodriguez Morel presents three arguments in opposition to Travelers' motion. First, she contends that her administrative complaint does not affect her right to coverage because administrative complaints and civil complaints are distinct types of Employment Claims that can have different first claim dates even if they arise from the same Wrongful Acts. Next, she argues that her administrative complaint does not affect her right to coverage because her current claims are based on different theories of liability than the claims she presented in the administrative complaint. Finally, she asserts that her 2019 administrative complaint has no bearing on her right to coverage because the Continuity and Prior and Pending Proceeding dates specified in the Policy Changes Endorsement permit an administrative proceeding

raising the same claims as a later-filed civil complaint to precede the policy's effective date by as much as five years without endangering the right to coverage under the policy. I address each argument in turn.

A. Are administrative complaints and civil complaints separate types of Employment Claims that can have distinct first claim dates?

The EPL Endorsement lists notice of an administrative complaint and notice of a civil complaint as two of six types of Employment Claims. CA [Doc. 57-2](#) at 70. Rodriguez Morel relies on this distinction in arguing that the EPL Endorsement can be read to allow different types of claims to be “separately eligible for coverage if they are noticed to an Executive Officer within the policy coverage period.” CA [Doc. 62](#) at 2. As Rodriguez Morel sees it, “so long as one type of [Employment Claim], for example a [civil] complaint, is noticed within the coverage period, it is coverage-eligible regardless of whether a different type of [Employment Claim], e.g. an administrative [complaint], has been noticed prior to the coverage period.” [Id.](#) at 2.

The problem with Rodriguez Morel's argument is that she fails to identify any language in the EPL Endorsement that supports her interpretation. The EPL Endorsement plainly provides coverage for “any Employment Claim first made during the policy period” without distinguishing between different types of Employment Claims. CA [Doc. 57-2](#) at 69. But Rodriguez Morel reads this provision as if it provided coverage for

“any [type] of Employment Claim first made during the policy period.”

Obviously, the missing word changes the meaning of the coverage clause and its absence dooms Rodriguez Morel’s argument.

Any lingering doubt about the flaws in Rodriguez Morel’s argument disappears when the EPL Endorsement and the LCTC are read together, as they must be when construing the policy. As Rodriguez Morel acknowledges, the LCTC’s Related Claims provision, which aggregates “Claims . . . For Related Wrongful Acts” into a single claim, would treat her administrative complaint and her civil complaint in the underlying action as a single claim deemed to have been first made when Mammoth learned of her administrative complaint in March 2019. CA [Doc. 62](#) at 3. Although Rodriguez Morel suggests that I must disregard this part of the LCTC because it conflicts with the EPL Endorsement, her argument is unpersuasive. The EPL Endorsement’s coverage provision does not conflict in any way with the LCTC. Accordingly, Rodriguez Morel’s first argument is precluded by the plain language of the policy.

B. Are the administrative complaint and the underlying action based on distinct theories of liability?

Rodriguez Morel next alleges that her civil complaint contains a disparate impact claim based on Mammoth’s facially neutral “no fault attendance policy” that she did not present in her administrative complaint.

Id. at 5. Because Rodriguez Morel claims that she first made that claim in her civil complaint while the policy was in effect, she asserts that the administrative complaint does not affect her right to coverage on her new claim.

Rodriguez Morel's argument fails even if she did not expressly include her disparate impact claim in her administrative complaint because it is precluded by the policy's "Related Wrongful Acts" and "Related Claims" provisions. As I have explained, "Related Wrongful Acts" are defined in the LCTC as "all Wrongful Acts that have as common nexus, or are causally connected by reason of any fact, circumstance, situation, event or decision." CA Doc. 57-2 at 14. The EPL Endorsement also specifies that "All Related Wrongful Acts are a single Wrongful Act for purposes of this Liability Coverage." Id. at 73-74. Under this provision, the claims asserted in the administrative complaint and the disparate impact claim plainly qualify as a single Wrongful Act even if they are based on distinct legal theories. The Related Claims provision, meanwhile, aggregates multiple separate claims into a single "Related Claim" if the separate claims are "for Related Wrongful Acts." Id. at 17. Like the Related Wrongful Acts provision, the Related Claims provision covers claims for Related Wrongful Acts even if the claims are based on distinct legal theories of legal liability.

Rodriguez Morel's March 2019 administrative complaint generally alleges unlawful sex discrimination and retaliation based on the way in which Mammoth responded to her need for pregnancy leave. All of her claims in her civil complaint, including her disparate impact claim, arise from that same common nexus. Therefore, all of her claims qualify as Related Wrongful Acts and must be deemed a single claim under the policy's Related Claims provision. Because that claim was first made before the EPL Endorsement's effective date, Rodriguez Morel is not entitled to coverage.

C. Are Rodriguez Morel's claims saved by the Continuity and Prior and Pending Proceeding dates specified in the Policy Changes Endorsement?

Rodriguez Morel also argues that the policy permits coverage for Employment Claims made during the policy period even when those claims involve administrative filings that Mammoth had notice of prior to the policy's effective date. Pointing to the "Continuity" date and "Prior and Pending Proceeding" date of December 4, 2015 specified in the Policy Changes Endorsement, Rodriguez Morel argues that a coverage-eligible Employment Claim can involve administrative filings noticed prior to the policy period, so long as the claim itself is made during the policy period and the administrative filings involved in the claim do not predate December 4, 2015. [Id. at 57-61.](#)

Rodriguez Morel's interpretation of these terms in the Policy Changes Endorsement is unsupported by the terms of the policy. First, the Policy Changes Endorsement expressly states that Employment Practices Liability coverage only extends to "Claims first made on or after the Effective Date of this endorsement." Id. at 58. Claims first made before December 4, 2020, like Rodriguez Morel's March 2019 administrative claim, are thus not covered by the policy. Moreover, the EPL Endorsement includes the following two provisions:

The Company will not be liable for Loss for any Claim based upon or arising out of, any fact, circumstance, situation, event or Wrongful Act underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding, . . . against any Insured as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this Liability Coverage.

The Company will not be liable for Loss for any Claim for any fact, circumstance, situation or event that is or reasonably would be regarded as the basis for a claim about which any Executive Officer had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this Liability Coverage.

Id. at 75. Rodriguez Morel contends that these provisions imply that Travelers could be liable for any claim based upon a Wrongful Act underlying or alleged in any prior or pending administrative proceeding made after December 4, 2015. In support of this theory, Rodriguez Morel essentially relies on the logical fallacy that because a particular statement is true, the converse of that statement must also be true. In

other words, she incorrectly suggests that because Travelers will not be liable for losses arising from Wrongful Acts underlying or alleged in a prior administrative proceeding made before December 4, 2015, it necessarily follows that Travelers could be liable for losses arising from Wrongful Acts underlying or alleged in a prior administrative proceeding made after December 4, 2015. But this argument simply disregards the plain language of the policy provisions on which the argument is based. In short, the Continuity and Prior and Pending Proceeding dates specified in the Policy Changes Endorsement have no bearing on Travelers' contention that coverage is unavailable under the EPL Endorsement because Rodriguez Morel first made her claims before Mammoth acquired its policy.

IV. CONCLUSION

For the reasons stated above, I grant the defendant's motion for judgment on the pleadings. CA [Doc. 57](#). The clerk shall enter judgment for the defendant and close the case.

SO ORDERED.

/s/ Paul J. Barbadoro
Paul J. Barbadoro
United States District Judge

cc: Counsel of Record