

litigation and investigation. The coverage which Plaintiffs seek is for actions which pre-date the year of this “claims made” policy. The “Prior Notice Exclusion” also bars coverage.

Plaintiffs correctly point out that since there is a policy exclusion at play the Defendant’s No-Evidence Motion is not entirely appropriate since Defendant has the burden of proof. Plaintiffs conceded that there is no evidence of a bad faith denial of claim or DTPA violation, so to that extent Defendant’s No-Evidence Motion is GRANTED IN PART. Since there is no material issue of fact and the date the Claim was made may be determined as a matter of law even under Plaintiffs’ facts, and that date pre-dates the policy, the Defendant’s Traditional Motion is GRANTED.

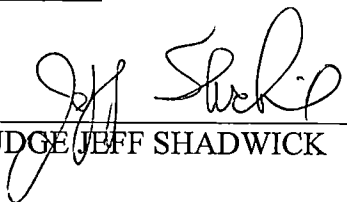
By this Order the Court does not intend to imply the Defendant’s Traditional Motion was granted only on these grounds. This Order is intended only to highlight arguments. The Court adopts all of the reasoning presented by Defendant.

Plaintiff’s Motion is DENIED.

The Defendant is requested to prepare an appropriate Final Judgment if there is nothing further to rule on.

SO ORDERED.

SIGNED on the 23 day of Aug., 2018.



JUDGE JEFF SHADWICK