

**No. 08-0890**

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**IN THE SUPREME COURT OF TEXAS**

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**OFFSHORE SPECIALTY FABRICATORS, INC., *ET AL.*,**

*Petitioners,*

v.

**WELLINGTON UNDERWRITING AGENCIES, LTD., *ET AL.*,**

*Respondents.*

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*On Appeal from the  
Court of Appeals for the Fourteenth Judicial District of Texas in Houston  
Cause No. 14-07-00970-CV*

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**WELLINGTON UNDERWRITING AGENCIES, LTD., *ET AL.*'S RESPONSE TO  
OFFSHORE SPECIALTY FABRICATORS, INC.'S PETITION FOR REVIEW**

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Respectfully submitted,

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**WELLINGTON UNDERWRITING AGENCIES,  
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**WELLINGTON UNDERWRITING AGENCIES, LTD., *ET AL.*'S RESPONSE TO  
OFFSHORE SPECIALTY FABRICATORS, INC.'S PETITION FOR REVIEW**

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**TO THE HONORABLE SUPREME COURT OF TEXAS:**

Respondents, Wellington Underwriting Agencies, Ltd., *et al.*, file this Response to the Petition for Review of Offshore Specialty Fabricators, Inc. Wellington Underwriting Agencies, Ltd., *et al.* will be referred to as "Underwriters." The Houston Exploration Company will be referred to as "THEC." Offshore Specialty Fabricators, Inc. will be referred to as "OSFI."

**RESPONSE TO PETITIONER'S STATEMENT OF JURISDICTION**

This Court does not have jurisdiction over this interlocutory appeal. Because this is an appeal from a decision of an interlocutory order, this Court does not have jurisdiction under Texas Government Code Section 22.001(a)(6). Further, OSFI does not identify any prior decision by this Court or another court of appeals that holds differently from the Fourteenth Court of Appeals on a question of law material to a decision in the case. The jurisdictional issue is addressed in Section I of this Response.

**ISSUES PRESENTED**

ISSUE ONE: Does this Court lack jurisdiction over this interlocutory appeal?

ISSUE TWO: Did the Court of Appeals err in holding that weather stand-by charges do not fall within the Policy's grant of coverage?

ISSUE THREE: Did the Court of Appeals err in finding that Section 1(a) does not provide coverage for weather stand-by charges because they are not necessarily incurred and duly justified?

## STATEMENT OF FACTS

### A. The Project and the Policy

THEC hired OSFI to build the supporting base of an offshore platform. This project was insured under a builder's risk policy ("the Policy") based on a Welcar 2001 Offshore Construction Project Policy form. The Welcar 2001 form contains provisions for coverage for both physical damage and liability, which are set forth in Sections I and II of the form. OSFI, however, did not purchase the full coverage provided by the Welcar 2001 form. Therefore, during negotiation of the Policy, several sections were expressly crossed out to reduce the insurance premium.<sup>1</sup> Section II of the Policy form, which provided liability coverage, was stricken in its entirety. Several provisions in Section I also were stricken, including the section that would have provided coverage for weather stand-by charges, which was crossed out as follows:

#### ~~13. — STAND BY CHARGES~~

~~Subject to a sub-limit of US\$ (AMOUNT) any one Occurrence aggregated at US\$ (AMOUNT) over the Policy Period, Underwriters shall indemnify the Insureds for the cost of stand by time on vessels and/or craft and/or equipment actively engaged in the course of repair following an Occurrence covered under Section I, where the Assureds are prevented from working in, around or about the damaged property by bad weather, including named hurricanes.<sup>2</sup>~~

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<sup>1</sup> Sworn Record ("S.R.") at pages 67-68, 75, 81-84, 87-94, 96-98, 347 (Deposition of Guy Darrell, page 330, line 9 to page 332, line 16).

<sup>2</sup> S.R. 81. Moreover, the reference to "Stand By Charges" in the Policy's Index/Table of Contents was also stricken. S.R. 67. OSFI had the opportunity to obtain coverage for weather stand-by charges but decided not to pay the necessary premium. S.R. 347 (Darrell Dep., 330:9-332:16), 402 (Deposition of Michael Allan, 166:4-168:5), 406 (Allan Dep., 181:13-182:8, 183:9-15), 412 (Allan Dep., 205:10-206:25). As a result, OSFI received a 10 percent reduction in the cost of the standard policy. *Id.*

During construction, one of the legs of the base unexpectedly free-fell 121 feet below the seabed. OSFI implemented a modified plan to complete the installation of the affected section and level the base. After weather delays associated with several tropical storms and hurricanes,<sup>3</sup> the revised installation of the section, as well as the remainder of the project, was completed without further incident. OSFI invoiced THEC for the work and the weather stand-by charges.

**B. The Claim**

THEC and its contract manager, Technip, subsequently began preparing the insurance claim to be submitted, whereupon they realized that weather stand-by charges included in the OSFI invoices might not be reimbursable under the Policy. Thereafter, THEC and OSFI attempted to recharacterize weather stand-by charges as “labor charges” on the invoices in order to obtain insurance for them. Thus, on December 5, 2002, THEC paid the original invoices it had received from OSFI, which included payment of weather stand-by charges in the amount of \$1,486,372.50.<sup>4</sup> OSFI then generated a second set of invoices that reduced the amount of Stand By charges by \$639,953.20 (from \$1,486,372.50 to \$846,419.30), and correspondingly increased the amount of labor charges by \$639,953.20.<sup>5</sup> The invoices were revised by shifting “discounts” that OSFI

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<sup>3</sup> The reported delays totaled 350.4 hours of weather stand-by time from the date of loss to the passage of Hurricane Lili. The submitted cost documentation for weather stand-by charges related to the weather delays amounted to \$846,419.30.

<sup>4</sup> S.R. 4011 (Deposition of Michael Simon, Vol. 2, 32:15-33:2), 4014 (Simon Dep., Vol. 2, 44:12-20), 4114.

<sup>5</sup> S.R. 3807 (Deposition of Christopher Morris, 316:19-317:25), 3828 (Morris Dep., 394:1-396:1), 3865 (Morris Dep., 541:17-543:14), 4012 (Simon Dep., Vol. 2, 34:1-37:19).

had provided to THEC in the original invoices for labor and barge charges. Representatives from OSFI, THEC, and Technip all testified that the changes were made in an effort to maximize coverage under the Policy.<sup>6</sup>

THEC then submitted the revised invoices as part of with its \$3,256,174.00 claim to its insurance broker.<sup>7</sup> The revised invoices, however, did not eliminate all weather stand-by charges. Instead, they contained \$846,419.30 in charges due to vessels and other craft “standing by” and being prevented from working on the THEC project as a result of the tropical events.<sup>8</sup> Underwriters subsequently approved a total claim of \$2,284,961.12 but denied coverage for the weather stand-by charges, which were not covered in the Policy.<sup>9</sup>

**C. The Lawsuit and Interlocutory Appeal**

THEC sued OSFI for breach of its contractual duty to obtain insurance for weather stand-by charges.<sup>10</sup> The parties went to arbitration, stayed the matter, and then brought contract and statutory claims against Underwriters. During discovery, Underwriters learned about the revised invoices and the mischaracterization of non-covered weather stand-by charges as covered labor charges, as well as other questionable actions by

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<sup>6</sup> *Id.*; S.R. 3828 (Morris Dep., 394:1-396:1), 3865 (Morris Dep., 541:17-543:14).

<sup>7</sup> S.R. 485.

<sup>8</sup> S.R. 526-28, 536, 565.

<sup>9</sup> S.R. 81, 593, 653-54 (Deposition of John Hodgett, 238:15-24, 241:1-17).

<sup>10</sup> *See* S.R. 12, 6585.

THEC in the claims submission. As a result, Underwriters brought counterclaims against THEC for fraud and breach of contract.

Underwriters and THEC filed cross motions for summary judgment on the issue of whether weather stand-by charges are covered under the Policy, with OSFI joining THEC's motion. The trial court granted summary judgment finding coverage and issued an order setting forth his analysis.<sup>11</sup> The trial court also granted THEC summary judgment on Underwriters' counterclaims for breach of contract and fraud. The court then signed an order for a permissive interlocutory appeal of these issues under Texas Civil Practice and Remedies Code Section 51.014(d).<sup>12</sup>

The Court of Appeals reversed the trial court's interlocutory order and found that, as a matter of law, the Policy does not cover weather stand-by charges.<sup>13</sup> The court also reversed the summary judgment on Underwriters' counterclaims against THEC and remanded the case to the trial court for disposition of those claims.

### **SUMMARY OF THE ARGUMENT**

This Court lacks jurisdiction over this interlocutory appeal. There is no jurisdiction under Section 22.001(a)(6), and OSFI has failed to point to a case that conflicts with the Court of Appeals's holding on an issue of law material to the decision of the case.

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<sup>11</sup> S.R. 7103-04.

<sup>12</sup> S.R. 7105-11.

<sup>13</sup> *Wellington Underwriting Agencies, Ltd., et al. v. The Houston Exploration Company, et al.*, 267 S.W.3d 277, 279 (Tex. App.—Houston [14<sup>th</sup> dist.] 2008, pet. filed).

The Court of Appeals correctly rejected OSFI's argument that an insured meets its coverage burden by simply stating that: (1) a loss occurred, and (2) the policy at issue is an "all risks" policy. An insured always bears the burden of establishing that its alleged losses are covered under the policy. Further, while "all risks" policies provide broader coverage than a "named perils" policy, their general grant of coverage is not without limit. Each policy provides a different scope of coverage, and one must review the specific grant of coverage in the policy before determining whether coverage applies. One cannot simply stop reading the policy after seeing the words "all risks."

A review of the Policy's coverage provisions shows that it did not cover weather stand-by charges. Instead, the weather stand-by charges were one of many items that fell outside of the Policy's coverage grant. Supplemental coverage was available for weather stand-by charges for an increased premium. Here, however, OSFI declined to purchase this extra coverage, which the parties memorialized when they struck through the form provisions granting coverage for weather stand-by charges and other supplemental coverages. The stricken provisions confirm that the Policy did not cover weather stand-by charges. There is no other reasonable interpretation of the Policy.

Express strikeouts, deletions, and interlineations in a form contract are not parol evidence. They are considered, not ignored, by courts as evidence of the parties' intent. OSFI points to no cases holding that courts must shield their eyes when confronted with purposeful deletions and strikeouts in a form policy. In fact, such express alterations are given as much consideration as the printed terms on a form document, such as the Policy.

## ARGUMENT

### **I. This Court Does Not Have Jurisdiction to Review the Unanimous Decision of the Court of Appeals in this Interlocutory Appeal.**

OSFI claims that this Court has jurisdiction over this interlocutory appeal under Sections 22.001(a)(2) and (a)(6) of the Texas Government Code. OSFI is wrong. First, this Court's jurisdiction over interlocutory appeals is governed by Section 22.225(c), which does not provide jurisdiction to correct alleged errors under Section 22.001(a)(6). Second, OSFI has failed to identify a case that conflicts with the Fourteenth Court of Appeals's holding in this matter on an issue of law material to the decision of the case. Therefore, the Court does not have jurisdiction over this matter.

#### **A. Legal standard.**

Generally, the decision by a court of appeals in an interlocutory appeal is final. *Gross v. Innes*, 988 S.W.2d 727, 728 (Tex. 1998). Section 22.225 of the Government Code provides this Court with limited jurisdiction over interlocutory appeals when there is a dissent or when one of the courts of appeals holds differently from a prior decision of another court of appeals or of this Court. TEX. GOVT. CODE § 22.225(a)(2).

Because there was no dissent here, the Court will only have jurisdiction over this appeal if it conflicts with this Court or another court of appeal on an issue of law material to the decision of the case. TEX. GOVT. CODE § 22.001(b); *Collins v. Ison-Newsome*, 73 S.W.3d 178, 180 (Tex. 2001). “[O]ne court holds differently from another when there is inconsistency in their respective decisions that should be clarified to remove unnecessary uncertainty in the law and unfairness to litigants.” TEX. GOVT. CODE § 22.225(e).

**B. This Court does not have jurisdiction under Texas Government Code Section 22.001(a)(6).**

OSFI erroneously claims that this Court has jurisdiction under Section 22.001(a)(6), which allows jurisdiction from final judgments that involve issues of law important to the jurisprudence of the state. Because this is an appeal from an interlocutory order, however, there is no jurisdiction under Section 22.001(a)(6). TEX. GOVT. CODE § 22.225(c); *Gonzales v. Avalos*, 907 S.W.2d 443, 444 (Tex. 1995).

**C. The decision of the Fourteenth Court of Appeals does not conflict with a decision of this Court or another Texas court of appeal.**

OSFI next claims that there is a conflict between the Court of Appeals's opinion and another decision. OSFI, however, does not identify the issue giving rise to the alleged conflict. In fact, OSFI does not analyze or even identify any case that conflicted with the Court of Appeals on an issue of law material to the case. Therefore, there is no jurisdiction under Sections 22.225(c) and 22.001(a)(2) of the Texas Government Code.

**II. The Court of Appeals Correctly Held that Weather Stand-By Charges Do Not Fall Within the Policy's Grant of Coverage.**

**A. The Policy does not cover weather stand-by charges.**

OSFI argues that weather stand-by charges are covered under Covered Perils paragraph 1, which states, "Subject to the terms, conditions and exclusions herein, Section I Insures against all risks of physical loss of and/or physical damage to the property." The Fourteenth Court correctly disagreed because: (1) the use of the words "all risks" does not automatically mean that the charges were covered, and (2) the weather charges did not naturally flow from a covered occurrence.

**1. The risks and losses covered by the Policy are limited by its terms and conditions.**

The inclusion of the words “all risks” in the Policy does not automatically extend coverage to every claimed charge unless it falls within an exclusion. This is an inaccurate over-simplification and ignores a great deal of the Policy. The term “all risks” does not mean every risk and every alleged loss. See *N. Am. Shipbuilding, Inc. v. S. Marine & Aviation Underwriting, Inc.*, 930 S.W.2d 829, 834-35 (Tex. App.—Houston [1<sup>st</sup> Dist.] 1996, no writ) (policy insuring “against all risks of physical loss of or damage to the subject matter here insured” did not insure against cost of repairs to faulty construction because such repairs did not fall within the general grant of coverage); LEE R. RUSS, 10A COUGH ON INS. 3d § 148:50 (2007 Supp.) (“the risks covered by a particular policy still must be ascertained by the terms and conditions of the policy at issue, not by the descriptive phrase ‘All-Risk’”). Each policy, regardless of whether it is described as “all risks,” must be reviewed in its entirety to determine the extent of the grant of coverage and to ascertain whether it is a pure “all risks” policy or a variation on the typical policy. See, e.g., *Fire Ins. Exch. v. Sullivan*, 192 S.W.3d 99, 107 (Tex. App.—Houston [14<sup>th</sup> Dist.] 2006, pet. denied) (“all risks” property policy contained “named perils” section for personal property and “all risks” coverage for dwelling).

If, as OSFI posits, all alleged losses and costs are covered unless they are excluded, then there would be no need in the Policy for provisions granting supplementary coverage for sue and labor charges, additional work, maintenance operations, escalation costs, tests, leaks, damage search costs, and weather stand-by

charges, as well as the entire liability section.<sup>14</sup> All of those provisions would be impermissibly rendered superfluous by the interpretation that the words “all risks” in a Policy’s title mean that every possible loss an insured claims under the Policy is covered.

**2. *Weather stand-by charges do not naturally flow from an occurrence.***

Weather stand-by charges do not naturally flow from an occurrence. The Policy language grants coverage for “physical loss of and/or physical damage to the property” and expressly sets forth the specific “covered activities,” which do not include vessels waiting on weather.<sup>15</sup> While damage to the leg pile was covered, the weather stand-by charges incurred by the vessels were not. OSFI cites to no cases holding that weather-related stand-by charges—that is, charges for vessels to remain idle in port or other locations away from the jobsite due to poor weather—are covered property damage or naturally flow from a covered occurrence. In fact, weather-related stand-by coverage is a particular type of insurance coverage that is different from repair-related stand-by coverage. *See Offshore Prod’n Contractors v. Republic Underwriters Ins. Co.*, 910 F.2d 224, 227-28 (5<sup>th</sup> Cir. 1990) (finding stand-by claim not covered because “rough weather in the Gulf, and not the insured damage, prevented [the insured] from using its equipment for normal operations”).

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<sup>14</sup> S.R. 69, 79-84, 88-94.

<sup>15</sup> S.R. 69, 75.

**B. The striking of Section 13 confirms that weather stand-by charges are not covered.**

Deletions remaining within an insurance policy can be considered in construing an unambiguous contract or insurance policy. See *Gibson v. Turner*, 294 S.W.2d 781, 785-86 (Tex. 1956); *Westchester Fire Ins. Co. v. Stewart & Stevenson Servs., Inc.*, 31 S.W.3d 654, 659-60 (Tex. App.—Houston [1<sup>st</sup> Dist.] 2000, pet. denied); *ExxonMobil Corp. v. Valence Operating Co.*, 174 S.W.3d 303, 311-12, 314 (Tex. App.—Houston [1<sup>st</sup> Dist.] 2005, pet. denied); *Cadle Co. v. Harvey*, 46 S.W.3d 282, 286 (Tex. App.—Fort Worth 2001, pet. denied); *ANCO Ins. Servs. of Houston v. Romero*, 27 S.W.3d 1, 6 (Tex. App.—San Antonio 2000, pet. denied). Deletions made by the parties to an agreement are not parol evidence; they are considered by the court in determining the true meaning and intention of the parties. *Houston Pipe Line Co. v. Dwyer*, 374 S.W.2d 662, 664 (Tex. 1964); *Westchester*, 31 S.W.3d at 659-60; *Lebow v. Weiner*, 454 S.W.2d 869, 871 n.2 (Tex. Civ. App.—Beaumont 1970, writ ref'd n.r.e.). In *Westchester Fire Ins.*, for example, the First Court of Appeals analyzed an excess insurance policy to determine whether defense costs were a covered loss. After first finding the Policy unambiguous, the court found that the most important evidence was fact that the policy contained an endorsement expressly deleting a prior definition of “loss” that included defense costs. *Westchester*, 31 S.W.3d at 659-60. As the court stated:

Most importantly, the definition of “loss” is preceded by a paragraph stating that it is “deleting in its entirety” a prior definition of “loss” that expressly included defense costs. Had the parties wished to include defense costs as a covered loss, it is unlikely that they would have rewritten the “loss” definition to delete any reference to defense costs.

Thus, by looking solely at the four corners of the Westchester policy, it is readily apparent that the parties expressly removed defense costs from the definition of a covered “loss.”

*Id.* at 659-60. Thus, the trial court considered a deleted clause as part of its analysis that was limited to the “four corners” of the Policy. As set forth in *Williston on Contracts*,

The rule that added or modified provisions control over printed provisions plainly applies to instances of interlineations or to the striking of a printed portion and the addition of another term. Indeed, deletions made without concomitant additions or substitutions may be considered in order to ascertain the parties’ intent, for the deletion alone, even without replacement, clearly manifests an unwillingness to be bound according to the deleted terms . . .

11 WILLISTON ON CONTRACTS § 32:13 (4<sup>th</sup> ed. 2008); *see also Tinstar Comms., L.P. v. Harp*, No. 3:07-CV-0169-B, 2007 WL 1360108, \*2 (N.D. Tex., May 8, 2007) (striking through the typewritten word “Inc.” and replacing it the word “LP” indicated that Tinstar Communications, LP, and not Tinstar Communications, Inc. was a party to a contract). *Cf. McCreary v. Bay Area Bank & Trust*, 68 S.W.3d 727, 732 (Tex. App.—Houston [14<sup>th</sup> Dist.] 2001, pet. dismissed) (to the extent that typewritten provisions of a contract conflict with printed form provisions, the typewritten provisions must be given effect over the printed provisions, on the basis that typewritten provisions are the immediate language and terms selected by the parties themselves as setting forth their intentions, whereas the printed form is intended for general use without reference to particular objects and aims).

Here, the form policy had originally included a term providing supplementary coverage for weather stand-by charges, but the provision had been expressly stricken.<sup>16</sup>

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<sup>16</sup> S.R. 81.

The Court of Appeals, which had already found that none of the other provisions in the Policy extended coverage to the weather stand-by charges, considered the stricken provision as further evidence of the parties' intent and as confirmation of the court's determination that such charges were not covered. *See Wellington*, 267 S.W.3d at 288 (the creation of Section 13 "strongly suggests" that coverage for weather stand-by charges was not intended to be included elsewhere in the Policy and that such charges are not "necessarily incurred" under section 1(a) or a cost associated with vessels "used in or about the repair" under section 1(d)). In so holding, the court did not stray from the law or violate the parol evidence rule. *See Gibson*, 294 S.W.2d at 785-86; *Westchester Fire Ins.*, 31 S.W.2d 659-60 (consideration of the stricken provisions does not violate the rule that the court construes a policy by review of the contents within its four corners).

**III. Section 1(a) Does Not Provide Coverage for Weather Stand-By Charges Because They Are Not Necessarily Incurred and Duly Justified.**

In this permissive appeal, the trial court certified for appeal the issue of whether the Policy "provided coverage for the weather standby charges."<sup>17</sup> OSFI argued that coverage was included under Section 1(a) of the "Terms and Conditions" of the Policy, which states:

In the event of an Occurrence covered under Section I of the Policy, Underwriters agree to indemnify the Assured on the following basis:-

- a. items repaired or replaced – 'New for Old' plus towage, installation and all other costs necessarily incurred and duly justified in repair or replacement – as per latest Schedule B.<sup>18</sup>

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<sup>17</sup> S.R. 7106.

<sup>18</sup> S.R. 76

This provision specifically addresses the costs necessarily incurred and justified in “repair or replacement.” The submitted claim contained \$846,419.30 in charges incurred by OSFI’s vessels “standing by” in port and being prevented from working on the project as a result of Tropical Storm Hanna and Hurricanes Isidore and Lili.<sup>19</sup> These charges were not for “*repair or replacement*” of the platform base and legs; at the time, the vessels were idle in port or otherwise away from the jobsite.<sup>20</sup> They merely “stood by” and were not engaging in any activities or actual work.<sup>21</sup>

The Policy provisions granting and limiting coverage, including Section 1(a), contain no statement providing coverage for charges for vessels that would otherwise be engaged in repair or replacement, but were merely “standing by due to weather.” Weather stand-by charges incurred by vessels not working due to bad weather simply do not fall within the provisions defining the grant of coverage and limiting its scope.

The Court of Appeals held as a matter of law that weather stand-by charges are not covered under Section 1(a). OSFI cites to three portions of the record that OSFI claims create a fact issue. None of these supports the finding that the charges were necessarily incurred under Section 1(a). First, OSFI cites to deposition testimony in which Underwriters’ representative states that weather stand-by charges were not covered under the Policy, but he never states or implies that such costs were necessary. Second, the

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<sup>19</sup> S.R. 526-28, 536, 565.

<sup>20</sup> S.R. 483-84.

<sup>21</sup> *Id.*

affidavit testimony of Christopher Morris does not provide any information supporting a finding that the charges were necessarily incurred. He claims that, had OSFI released the boats, OSFI would have been competing with other offshore operators for their services after the storms. This does not establish or even raise a fact issue that the charges were “necessarily incurred.” Further, OSFI owned those particular vessels.<sup>22</sup> Thus, certainly OSFI could have prevented its own vessels from being chartered by other parties. Third, the conclusory affidavit of Gregg Perkin has no factual statements supporting a finding on the necessity and justification of weather stand-by charges. Therefore, the Court of Appeals did not err.

#### **PRAYER**

For these reasons, Respondents Wellington Underwriting Agencies, Ltd., *et al.*, ask that the Court dismiss this petition for want of jurisdiction or, in the alternative, deny review. Respondents further ask that the Court grant them such other and further relief to which they are entitled.

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<sup>22</sup> S.R. 62, 483, 4232, 4240.

Respectfully submitted,

**LEGGE, FARROW, KIMMITT, McGRATH &  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing *Wellington Underwriting Agencies Ltd., et al.'s Response to Offshore Specialty Fabricators, Inc.'s Petition for Review* was served via Federal Express, on the 17<sup>th</sup> day of February, 2009, upon the following counsel of record:

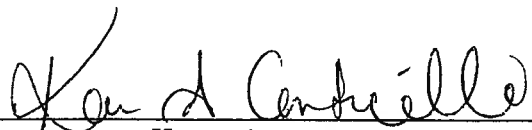
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IN THE SUPREME COURT OF TEXAS

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OFFSHORE SPECIALTY FABRICATORS, INC., *ET AL.*,

*Petitioners,*

v.

WELLINGTON UNDERWRITING AGENCIES, LTD., *ET AL.*,

*Respondents.*

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APPENDIX TO WELLINGTON UNDERWRITING AGENCIES, LTD. *ET AL.*'S  
RESPONSE TO OFFSHORE SPECIALTY FABRICATORS, INC.'S PETITION  
FOR REVIEW

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Exhibit	Document
A.	Order on Various Motions for Summary Judgment and Motions for Reconsideration
B.	Agreed Order Certifying Orders for Summary Judgment for Interlocutory Appeal Under Texas Civil Practice and Remedies Code Section 51.014(d)
C.	<i>Wellington Underwriting Agencies, Ltd., et al. v. The Houston Exploration Co., et al.</i> , 267 S.W.3d 277 (Tex. App.—Houston [14 <sup>th</sup> dist.] 2008, pet. filed).
D.	WELCAR 2001 Offshore Construction Project Policy