
SUPREME COURT OF VIRGINIA

Record No. 960193

MONTICELLO INSURANCE COMPANY,

Appellant,

v.

MICHAEL BAECHER AND JOHN J. BAECHER, JR.
CO-EXECUTORS OF THE ESTATE OF
JOHN JOSEPH BAECHER, DECEASED,

LOUISE CONYER
SHNAY HUNTER, an infant, who is sued
by and through LOUISE CONYER,
her grandmother and next friend,

Appellees.

**BRIEF IN SUPPORT OF MOTION OF THE CENTER FOR CHILDREN AND
FAMILIES, INC., THE FRESH AIR FUND AND UNITED POLICYHOLDERS FOR
LEAVE TO FILE AMICUS BRIEF IN SUPPORT OF APPELLEES
MICHAEL BAECHER AND JOHN J. BAECHER, JR., CO-EXECUTORS OF
THE ESTATE OF JOHN JOSEPH BAECHER, DECEASED**

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Children and Families Inc., The Fresh Air
Fund and United Policyholders

As organizations devoted to the physical well-being of disadvantaged children, Amici have a vital interest in seeing that the standard-form insurance policies sold to countless policyholders like the Baechers, who rent properties in which young children reside, are interpreted properly and consistently by insurance companies and the courts. Amici are concerned about Monticello's urging of an inappropriate application of the so-called "absolute pollution exclusion" and trigger of coverage and the potentially dire effect on the health and well-being of children therefrom.

Monticello is part of the Jefferson Insurance Group, which is 100% owned by Allianz of America, Inc., a subsidiary of Allianz AG Holding, Munich, Germany.

**STATEMENT OF THE CASE, QUESTIONS
PRESENTED AND STATEMENT OF FACTS**

Amici respectfully direct the Court's attention to the Statement of Nature of the Case and of Material Proceedings in the Trial Court, Questions Presented and Statement of Facts contained in Baechers' Brief and incorporate the same by reference.

Although this appeal raises and addresses additional issues, Amici's brief is limited to (1) the appropriate "trigger of coverage" in lead-based paint bodily injury liability cases (Monticello's Assignment of Error No. III); and (2) the applicability of the so-called "absolute pollution exclusion" contained in the standard-form OL&T Policies sold by Monticello and to the Baechers' alleged liability for bodily injury arising out of Hunter's exposure to in-place, lead-based paint (Monticello's Assignment of Error No. IV).