

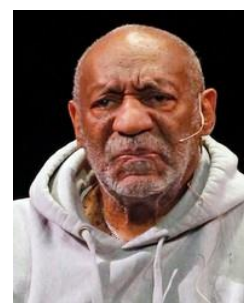
AIG Says Cosby Defamation Claims Clearly Not Covered

By Jody Godoy

Law360, New York (October 13, 2015, 2:00 PM ET) --

AIG Property Casualty Co. has told California and Massachusetts federal courts that Bill Cosby's insurance policies clearly didn't cover claims that the comedian trashed several women's reputations after they accused him of rape, since the policies explicitly deny coverage for suits stemming from alleged sexual abuse.

AIG argued in briefs filed on Sept. 28 and Oct. 9 in the two suits that the policies free it from defending lawsuits stemming from alleged — not just actual — sexual abuse. The courts should therefore reject Cosby's argument that the insurer's claims should be stayed or tossed because they would involve deciding facts in the underlying suits.



Bill Cosby

In the brief in California federal court, AIG said that Cosby's attempt to portray two homeowner's policies and a personal liability excess policy as only excluding injury claims stemming from actual sexual abuse glosses over their terms.

"'Alleged' is the key word in the subject exclusions, the effect of which the motion to dismiss completely ignores," the insurer said.

AIG filed suit in late June in both Massachusetts and California, seeking in both complaints a declaration that it does not need to defend Cosby in defamation suits alleging that he raped women and then called them liars when they came forward with their accusations.

The Massachusetts suit contends that AIG should not have to defend Cosby against defamation claims made in that state's federal court by Tamara Green, Therese Serignese and Linda Tritz, who all allege that in the 1970s Cosby offered them pills or pressured them to take them — either misrepresenting them as cold medicine, or not saying what they were — and then raped them while they were drugged.

The California action brings similar claims as to the state court suit filed by model Janice Dickinson, who alleges that in 1982 Cosby drugged, raped and defamed her by calling her a liar after she took her allegations public during a television interview.

In its brief filed in the California action, the insurer argued that the exclusion for claims stemming from "actual, alleged or threatened" sexual abuse showed clear intent to block coverage for the kind of

lawsuits the women had filed.

And the insurer told the court to reject Cosby's argument that the defamation claims were far removed from the initial rape allegations.

November 2014 press statements denying Dickenson's rape accusations "all either expressly or implicitly refer to Dickinson's rape allegation, each were intended to refute that allegation and none would have been made but for that allegation," AIG said. "Consequently, those claims all arise out of her 'allegations' of sexual misconduct."

In Massachusetts federal court, the insurer argued that its suit and the underlying suits involve completely different claims and that Cosby had misapplied legal doctrine in an attempt to have the AIG claims tossed.

"Although it may be unfortunate that Mr. Cosby has so many accusers, and while it may also be that he is innocent of all allegations, the fact that a person (or company) is faced with multiple lawsuits from diverse claimants in separate jurisdictions is not an exceptional circumstance for the federal court to decline to exercise jurisdiction," AIG said in its brief

Counsel for Cosby did not immediately reply to a request for comment on Tuesday.

AIG is represented in Massachusetts by William A. Schneider and Gina M. Repucci of Morrison Mahoney LLP, and in California by James P. Wagoner, Leif E. Knutson and Graham Van Leuven of McCormick Barstow Sheppard Wayte & Carruth LLP.

Cosby is represented by Kirk A. Pasich and Kimberly A. Umanoff of Liner LLP, and Francis D. Dibble Jr. and Jeffrey E. Poindexter of Bulkley Richardson and Gelinis LLP.

Dickinson is represented by Alan Goldstein of The Bloom Firm. Counsel information for Green, Serignese and Tritz was not immediately available on Tuesday.

The cases are AIG Property Casualty Co. v. Tamara Green et al., case number 3:15-cv-30111, in the U.S. District Court of Massachusetts, and AIG Property Casualty Co. v. William H. Cosby et al., case number 2:15-cv-04842 in the U.S. District Court for the Central District of California.

--Additional reporting by Daniel Siegal. Editing by Stephen Berg.

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