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Insert in Reply Brief after para. 2
on page 1.

The positions of W and M in other litigation must be scrutinized under the doctrine of judicial estoppel. In EPA "environmental claims" wherein money expended for PCB remedial cleanup efforts to prevent harm to property and/or personal injury constitutes "damages", both W and M, as plaintiffs/indemnitees, in separate lawsuits against their insurance carriers assert ~~that~~ this contemporary and dynamic concept of damages to support contractual indemnification. Defendants ~~artfully~~ would deny this concept of damages to innocent Nevada Power in its claim in equity for implied contractual indemnification. Defendants ^{artfully} contend that Nevada Power, unlike themselves, must ~~be~~ ^{have claims from} ~~sued by~~ actual victims. Defendants are wrong.