

INSURANCE CONSULTANT ON INSURANCE COVERAGE, CLAIM HANDLING PRACTICES/STANDARDS AND INSURANCE BAD FAITH



STEVEN PLITT

THE CAVANAGH LAW FIRM

A Professional Association

1850 NORTH CENTRAL AVENUE, SUITE 2400

PHOENIX, AZ 85004-4579

TELEPHONE: 602-322-4000

FACSIMILE: 602-322-4100

E-MAIL: splitt@cavanaghlaw.com

WEBSITES: www.cavanaghlaw.com and

www.insuranceexpertplitt.com

During his 33 year practice career, Mr. Plitt managed a large litigation practice where he represented policyholders and insureds in litigation as well as acting as coverage counsel for insurance companies. For the last 10 years, Mr. Plitt's practice has almost exclusively involved the handling of complex insurance coverage and insurance bad faith cases for insurance companies or as an expert consultant for both insurance companies and insureds. He has extensive trial and litigation experience. He is a veteran of numerous cases tried to jury verdict.

Mr. Plitt is the current senior author of the widely recognized and authoritative insurance coverage treatise series titled COUCH ON INSURANCE 3D. Mr. Plitt and his team are rewriting and revising the treatise series. This treatise series comprises 24 volumes of substantive texts covering all aspects of insurance. He is the author of ARIZONA LIABILITY INSURANCE LAW which is a treatise on Arizona insurance coverage. He is also an author of the national treatises THE CLAIM ADJUSTER'S AUTOMOBILE LIABILITY HANDBOOK and PRACTICAL TOOLS FOR HANDLING INSURANCE CASES. He is a Senior Contributing Editor and Editorial Board Member of the nationally recognized INSURANCE LITIGATION REPORTER. He was on the Editorial Board for Claims Journal.

Mr. Plitt has been cited by the Supreme Courts in 29 states, the Intermediate Appellate Courts in 20 states, 10 of the Federal Circuit Courts of Appeal, 38 Federal District Courts, and the Federal Court of Claims and Federal Bankruptcy Court. Mr. Plitt has also been cited in 87 scholarly articles.

Mr. Plitt is currently teaching insurance law at the University of Arizona's College of Law. He is a former adjunct professor of law at Arizona State University's College of Law where he taught the insurance law curriculum. He has been a licensed insurance broker since 1974. Mr. Plitt is listed as one of THE BEST LAWYERS IN AMERICA® in the field of insurance law. He was identified as one of PHOENIX'S TOP LAWYERS by PHOENIX MAGAZINE®. He was selected as a SOUTHWEST SUPER LAWYERS® and chosen by SUPER LAWYERS® and his peers as one of the Top 50 Lawyers in Arizona. In 2012 Mr. Plitt was selected as the Insurance Lawyer of the Year – Phoenix by BEST LAWYERS®. He is a Fellow of the American College Of Coverage And Extracontractual Counsel.

During his practice career, Mr. Plitt conservatively estimates that he has reviewed and analyzed more than 6,000 claim files from more than a hundred different insurance companies. This practical knowledge and experience informs him as to industry custom, standard and practice. He has participated in roundtable discussions, claim handling, and bad faith risk avoidance activities as part of his national insurance law practice. During his direct representation, as well as his consulting retentions, Mr. Plitt has been able to review the claim manuals, claim bulletins and general corporate claim documentation (where those materials had been available) for many insurance companies. He has also reviewed the depositions of insurance claim

adjusters, claim supervisors, other claim management personnel, and insurance company representatives ((30)(b)(6) persons most knowledgeable) regarding the handling of specific claims, claims handling generally and claim operations. Mr. Plitt has participated in many insurance company “roundtable” discussions which are part of the overall claim adjustment and evaluation process. When he has attended a “roundtable” discussion his role was to provide guidance and advice on claim valuation, claim handling issues and problems, and he provided advice and solutions regarding impediments that may have arisen in the claim environment on specific claims. Additionally, in Mr. Plitt’s capacity as an attorney directly representing insurance companies, he had oftentimes been called upon to provide informal advice and guidance regarding claim handling practices and procedures and possible revisions thereto. These discussions would take place with claim management professionals including in-house counsel.

Mr. Plitt has been invited to conduct in-house training seminars on claim handling, bad faith and insurance regulations (including the NAIC Model Unfair Claims Settlement Practices Act and specific state iterations of the Act) for 22 different insurance companies with adjusting staffs in 13 different states. As part of those training sessions, he would provide advice for specific claims as well as advice for general claim handling practices. Mr. Plitt recently developed an on-line course for claim adjusters regarding Unfair Claims Settlement Practices statutes and accompanying state regulations. Adjusters who take the course will be eligible for continuing education credits. Through the innumerable dealings Mr. Plitt has had with claim adjusters, supervisors and claim management personnel and through his experience as an attorney directly representing insurance companies as well as a consultant over the last 32 years, he has observed industry standards, customs and practices regarding claim handling and processing issues.

Mr. Plitt has been qualified as a claims handling expert in both state and federal courts. Over the years Mr. Plitt has analyzed coverage issues in 40 states and has been an expert witness consultant in matters venued in 30 states. He has been an expert witness consultant for policyholders/insureds and insurance companies in more than 475 retentions involving the following venues: Arizona; California; Colorado; Florida; Hawaii; Idaho; Indiana; Kansas; Kentucky; Louisiana; Maryland; Michigan; Mississippi; Missouri; Nebraska; Nevada; New Mexico; New York; North Carolina; Ohio; Oklahoma; Pennsylvania; South Carolina; South Dakota; Texas; Utah; Washington; West Virginia; Wisconsin and Wyoming.

Mr. Plitt has been involved with drafting of insurance policies generally, and endorsements specifically, and has worked closely with insurance company product development committees and/or corporate counsel regarding the evaluation of existing policy language and possible amendments.

Mr. Plitt is available to consult as an expert witness in cases involving insurance coverage, claims handling, underwriting, insurance company practice and procedure, insurance company compliance with principles of good faith and fair dealing. Additionally, because Mr. Plitt has held his insurance broker’s license since 1974 he is available to consult on insurance agent E&O cases.

TEACHING:

UNIVERSITY OF ARIZONA, JAMES E. ROGERS COLLEGE OF LAW

(Adjunct Assistant Professor of Law, 2010-Present) (Class taught: Insurance Law)

ARIZONA SUMMIT LAW SCHOOL

(Adjunct Professor of Insurance Law, 2014, 2015) (Class taught: Insurance Law)

ARIZONA STATE UNIVERSITY, SANDRA DAY O’CONNOR COLLEGE OF LAW

(former Adjunct Professor of Insurance Law, 2000-2005) (Classes taught: Insurance Law & Regulation; Liability Insurance; Advanced Coverage Research and Analysis)

CLAIM LITIGATION MANAGEMENT ALLIANCE (CLM)

(Developed an online, continuing education compliant course for claim adjusters on the NAIC Model Unfair Claims Settlement Practices Act, state-specific UCSPAs, and accompanying insurance department regulations)

INDUSTRY TEACHING

(Provided in-house training seminars on claim handling, bad faith, insurance regulations, Unfair Claims Settlement Practices Act, and Advice of Counsel to 21 insurance companies with adjusters attending from 11 different states)

EDUCATION and SCHOLASTIC ACTIVITIES:**UNIVERSITY OF CONNECTICUT: LL.M., Insurance Law, 2012**

- Graduated “With Honors”
- CALI Award of Excellence – Workers’ Compensation
- Recipient 2012 Insurance Law Center LL.M. Award (Awarded to the outstanding LL.M. graduating student)
- Honors Thesis — A Practical Exploration Into The Policy Architecture Of Directors & Officers Insurance Coverage

UNIVERSITY OF ARIZONA: J.D. With Distinction, 1982

- Recipient, Best Oral Advocate Award, Second Year Moot Court Competition
- Member, U of A National Moot Court Team
- Editor, Second Year Moot Court Board
- National Order of Barristers

ARIZONA STATE UNIVERSITY: B.S. Political Science, 1978

- Barrett Honors College Graduate
- Graduated *Summa Cum Laude* and “With Honors”
- Honors Thesis — The Panama Canal: A Question of Sovereignty

JUDICIAL LAW CLERKSHIPS, INTERNSHIPS, BOARDS and CERTIFICATIONS

- Law Clerk to Judge Robert J. Corcoran, Arizona Court of Appeals, 1982-1983
- Legislative Intern to the Chairman of the Committee on Banking and Insurance, House of Representatives, Arizona State Legislature, 1979
- Senior Contributing Editor and Editorial Board Member– INSURANCE LITIGATION REPORTER (2006-Present)
- CLAIMS JOURNAL, Editorial and Advisory Board Member (2012-2014)
- Certified Litigation Management Professional (CLMP), Claims Litigation Management Alliance (CLM)

AMERICAN LAW INSTITUTE

Mr. Plitt has been elected to the American Law Institute. The American Law Institute is the leading independent organization in the United States producing scholarly work to clarify, modernize, and otherwise improve the law. The Institute is made up of distinguished lawyers, judges and law professors. The Institute publishes RESTATEMENTS of the law, model statutes, and principals of law that are influential in courts and legislatures, as well as in legal scholarship and education.

- Principles of the Law of Liability Insurance (Members Consultive Group)
- Restatement of the Law of Liability Insurance (Members Consultive Group)

AMERICAN COLLEGE OF COVERAGE AND EXTRACONTRACTUAL COUNSEL

Mr. Plitt has been elected to the American College of Coverage and Extrac contractual Counsel (ACCEC). ACCEC is comprised of preeminent coverage and extrac contractual counsel in the United States and Canada. ACCEC is equally divided between policyholder counsel and insurer counsel.

ARIZONA INSURANCE INSTITUTE

Mr. Plitt is the Director of the Arizona State Bar sponsored Annual Insurance Institute.

PROFESSIONAL RECOGNITION:

- Recipient, Outstanding Contribution to Continuing Legal Education Award, Arizona State Bar Association, 1999
- Listed in “*Who’s Who* in American Law” (5th Edition)
- Listed in “*Who’s Who* Among Students in American Universities and Colleges” (1978-1979).
- Listed in “*PHOENIX MAGAZINE*®” as one of Phoenix’s Top Lawyers (November 2006)
- Listed in “*THE BEST LAWYERS IN AMERICA*®” (2007*–2016) *First year insurance law was considered for inclusion within Arizona
- Selected 2012* Phoenix Insurance Lawyer of the Year by *BEST LAWYERS*® *First year awarded in Arizona
- Listed in “*SOUTHWEST SUPER LAWYERS*®” (2007*–2016) *inaugural year
- TOP 50 Lawyers in Arizona, “*SOUTHWEST SUPER LAWYERS*®” (2007-2016)
- Listed in “*CORPORATE COUNSEL ALMANAC*” as one of the top lawyers in the field of insurance law in the United States
- TOP 10 Lawyers in Arizona (Category: Employee Benefits & Insurance), “*AZ BUSINESS MAGAZINE*”
- TOP 100 Lawyers in Arizona (for all categories) “*AZ BUSINESS MAGAZINE*”
- Listed in “*ARIZONA’S FINEST LAWYERS*®”
- AV Rated with Martindale-Hubbell®

LICENSED INSURANCE BROKER

Mr. Plitt has been a licensed insurance broker in Arizona since 1974 to present (Property and Casualty; Accident and Health; Life)

PUBLICATIONS:**BOOKS PUBLISHED**

1. Senior Author, COUCH ON INSURANCE 3D. (re-writing and revising entire treatise)
2. PRACTICAL TOOLS FOR HANDLING INSURANCE CASES. (1777 pages) (2 Volumes, Thomson Reuters 2011)
 - 2015 Cumulative Supplement (573 pages)
3. THE CLAIM ADJUSTER’S AUTOMOBILE LIABILITY HANDBOOK. (West Publishing 2009)
 - 2015 Cumulative Supplement (253 pages)
4. CATASTROPHE CLAIMS: INSURANCE COVERAGE FOR NATURAL AND MAN-MADE DISASTERS (fka CAT CLAIMS). (Thomson West 2008)
5. ARIZONA LIABILITY INSURANCE LAW (705 pages), the State Bar of Arizona (1998)
 - 2006 Cumulative Supplement (426 pages)
6. Senior Contributing Editor, ARIZONA TORT LAW HANDBOOK, the State Bar of Arizona (2012)

7. *Construction Defects: Claims and Coverage: “Progressive Losses—Triggers of Coverage, Numbering of Occurrences and Allocation Among Successive Policies”* (DRI Defense Library Series) (Ch. 3, Part II)

ACADEMIC JOURNALS AND LAW REVIEWS

1. *The Battle To Define The Scope Of Attorney-Client Privilege In The Context Of Insurance Company Bad Faith: A Judicial War Zone.* U.N.H. L. REV., Vol. 14, No. 1 (January 2016)
2. *Evaluating The Relationship Between Independent Insurance Adjusters And Insureds: The Case Against Imposing An Independent Duty Of Care.* CREIGHTON L. REV., Vol. 48, No. 2 (March 2015)
3. *Delay, Manipulation, and Controversy: The Impact Of The 2012 Amendments To 28 U.S.C. § 1446 On The Battles For Removal Of Cases To Federal Court.* PHOENIX L. REV., Vol. 6, No. 2 (Spring 2013)
4. *When Constitutional Challenges To State Cancellation Moratoriums Enacted After Catastrophic Hurricanes Fail: A Call For A New Federal Insurance Program.* BYU J. OF PUB. LAW, Vol. 27, No. 1 (Fall 2012)
5. *A Jurisprudential Survey Of Bad Faith Claims In The Workers' Compensation Context And A Call For A Unified Statutory Remedy.* CONN. INS. L.J., Vol. 18.2, p. 451 (2011-2012)
6. *Are State Court Garnishment Actions An Effectual Impediment To Federal Declaratory Judgment Jurisdictions: Is Timing Everything.* CONN. INS. L.J., Vol. 15.1 (2008-2009)
7. *Prohibiting De Facto Insurance Redlining: Will Hurricane Katrina Draw A Discriminatory Redline In The Gulf Coast Sands Prohibiting Access To Home Ownership?* 14 WASH. & LEE J. CIVIL RTS. & SOC. JUST. 199 (Spring 2008)
8. *The Practical Ramifications of Dual Sovereignty In Prosecuting Declaratory Judgment Actions Against State And Federal Governments.* CONN. INS. L.J., Vol. 14.2, p. 445 (2007-2008)
9. *Charting A Course For Federal Removal Through The Abstention Doctrine: A Titanic Experience In The Sargasso Sea Of Jurisdictional Manipulation.* 56 DEPAUL L. REV. 107 (Fall 2006)
10. *The Punitive Damages Lottery Chase Is Over: Is There A Regulatory Alternative To The Tort Of Common Law Bad Faith And Does It Provide An Alternative Deterrent?* 37 ARIZ. ST. L.J. 1221 (Winter 2005)
11. *Judicial Abstinence: Ninth Circuit Jurisdictional Celibacy For Claims Brought Under The Federal Declaratory Judgment Act.* 27 SEATTLE U. L. REV. 751 (Issue 3, Spring 2004)
12. *The Evolving Boundaries Of Damron/Morris Agreements: A Search For The Missing Link, A Judicial Determination Of The Length Of A Reasonable Person's Arm, And Other Progressive Issues.* 35 ARIZ. ST. L.J. 1331 (2003)
13. *The Elastic Contours Of Attorney-Client Privilege And Waiver In The Context Of Insurance Company Bad Faith: There's A Chill In The Air.* 34 SETON HALL L. REV. 513 (2003)
14. *Disability Under A Judicial Microscope: The Struggle To Define The Rights And Remedies For Claims Brought Under The Rehabilitation Act.* 47 N.Y.L. SCH. L. REV. 269 (2003)
15. *Board Of Trustees Of The University Of Alabama vs. Garrett: Is Constitutional Authority For Sale And Is State Sovereign Immunity The Purchase Price?* 13 GEO. MASON. U. CIV. RTS. L.J. 151 (Spring 2003)

16. *The Changing Face Of Global Terrorism And A New Look Of War: An Analysis Of The War-Risk Exclusion In The Wake Of The Anniversary Of September 11, And Beyond.* 39 WILLAMETTE L. REV. 31 (Winter 2003)
17. *The Changing Landscape Of The Eleventh Amendment Immunity In The Context Of The Americans With Disabilities Act And The Rehabilitation Act After Garrett: Are Arizona School Districts Beyond Suit?* 34 ARIZ. ST. L.J. 873 (Fall 2002)

OTHER PROFESSIONAL PUBLICATIONS

1. *Plaintiff's Prayer For Coverage Is Answered In Illinois.* Claims Journal (June 1, 2016).
2. *Primary Insurer Must Exhaust Policy Via Payment To Pass Defense Obligation To Excess Insurer In New Hampshire.* Claims Journal (May 23, 2016)
3. *New York Case Is Assault And Battery Plain And Simple.* Claims Journal (May 18, 2016)
4. *Cracking The Known-Loss Doctrine.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 31 (May 13, 2016)
5. *Settling Without Insurer Consent While Being Defended Under A Reservation Of Rights In Pennsylvania.* Westlaw Journal Insurance Bad Faith 2, Vol. 12, No. 1 (May 11, 2016)
6. *A Practical Approach To Pollution Exclusions.* Claims Journal (May 10, 2016)
7. *Strict Statutory Compliance Required To Enforce Named Insured Exclusion In Connecticut.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 30 (May 5, 2015)
8. *Publicizing DNA Results Does Not Fall Within TCPA Exclusion.* Claims Journal (May 3, 2016)
9. *Eleventh Circuit Criticizes District Court For Focusing On Bad Faith Set-Up Conduct.* Claims Journal (April 29, 2016)
10. *Strict Statutory Compliance Required To Enforce Named Insured Exclusion In Connecticut.* Claims Journal (April 27, 2016)
11. *Insurer's Controlled Substance Exclusion Didn't Relieve Obligation To Defend Methadone Intoxication Death Case.* Claims Journal (April 18, 2016)
12. *Intentional And Criminal Acts Or Omissions Bar Coverage.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 26 (April 7, 2016)
13. *What's In A Name? Insurance Coverage?* Claims Journal (April 4, 2016)
14. *Some Knowledge Isn't Enough To Trigger Known-Loss Exclusion.* Claims Journal (March 29, 2015)
15. *Massachusetts Court Adopts Standard For Business Pursuits Exclusion.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 24 (March 24, 2016) and Westlaw Journal Insurance Bad Faith 2, Vol. 11, No. 25 (April 13, 2016)
16. *Oregon Supreme Court Finds Covenants Not To Execute Are Not Releases.* Claims Journal (March 23, 2016)
17. *Washington High Court Decides What Constitutes "Use" For UIM Coverage Attachment.* Claims Journal (March 15, 2016)
18. *Getting The Lead Out Of The Pollution Exclusion.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 16 (January 28, 2016) and Westlaw Journal Insurance Bad Faith 2, Vol. 11, No. 21 (February 17, 2016)
19. *Covering The Disgorgement Of Legal Fees.* Claims Journal (January 27, 2016)

20. *Alternate Intentional Loss Exclusion Defeats Coverage for Wrongful Death From A Single, Criminal Blow.* Claims Journal (January 21, 2016)
21. *Eleventh Circuit Predicts Florida Will Reject Manifestation Trigger.* 2016 Windstorm Conference for Claims Journal (2016)
22. *Assigning Breach Of Contract Claim In Florida Doesn't Violate Policy's Anti-Assignment, Loss Payment Provisions.* Claims Journal (December 16, 2015)
23. *When Is A Claim For Reimbursement Of Defense Costs Ripe?* Claims Journal (December 14, 2015)
24. *Florida High Court: Citizens Property Insurance Immune From First Party Bad Faith Claims.* Claims Journal (December 8, 2015)
25. *Can An Insurer Seek Reimbursement For Uncovered Defense Costs Directly From Cumis Counsel?* Claims Journal (December 1, 2015)
26. *Punitive Damages In A Bad-Faith, Failure-To-Settle Case: Are They Recoverable?* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 6 (November 12, 2015)
27. *Hawaii High Court Adopts Equitable Subrogation In The Primary/Excess Insurance Context.* Claims Journal (November 3, 2015)
28. *Louisiana High Court Addresses Insurance Spoliation Issue.* Claims Journal (October 21, 2015)
29. *10th Circuit Finds Oklahoma Law Doesn't Require Excess Insurer To Proactively Seek Settlement.* Claims Journal (October 15, 2015)
30. *Rejection Of Adjuster Negligence Claims Affirmed.* Westlaw Journal Insurance Bad Faith 2, Vol. 11, No. 12 (October 14, 2015)
31. *Texas Supreme Court Upholds Anti-Concurrent-Causation Clauses In Property Policies.* Claims Journal (October 8, 2015)
32. *Louisiana's Anti-Annulment Statute Doesn't Prohibit Agreement Eliminating Insurer's Obligation To Defend.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 52 (October 1, 2015)
33. *Colorado's Highest Court Says Notice-Prejudice Rule Doesn't Apply To Claims-Made Policies.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 51 (September 25, 2015) and Westlaw Journal Insurance Bad Faith 3, Vol. 11, No. 14 (November 11, 2015)
34. *Ninth Circuit Finds Anti-Concurrent-Causation Clauses Unenforceable In Arizona.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 50 (September 17, 2015)
35. *Insurer's Reliance On Unpublished Appellate Decision Constitutes Fair Debatability, New Jersey High Court Rules.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 48 (September 3, 2015)
36. *Pleading A Lost-Policy Case: 1st Circuit Ruling Offers Guidance.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 47 (August 28, 2015) and Westlaw Insurance Journal Bad Faith 2, Vol. 11, No. 10 (September 16, 2015)
37. *Oklahoma Determines That Anti-Annulment Statute Applies To Claims-Made Policies.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 46 (August 20, 2015)
38. *Fifth Circuit Predicts Texas Law Will Validate Wasting Limit Policies.* Claims Journal (August 18, 2015)

39. *Rejection Of Adjuster Negligence Claims Affirmed.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 45 (August 14, 2015)
40. *Sixth Circuit Court Predicts Kentucky Will Reject The Adoption Of Reverse Bad Faith.* Claims Journal (August 12, 2015)
41. *California Court Finds That Fire Caused By Vagrant On Premises Is Not Excluded.* Claims Journal (July 30, 2015)
42. *A Homeowner Policy's Vacancy Exclusion Includes Arson In Florida.* Claims Journal (July 27, 2015)
43. *Sexual Assault On The Job: The Duty Of Insurers To Defend Employees Under California Law.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 42 (July 23, 2015) and Westlaw Journal Insurance Bad Faith 2, Vol. 11, No. 8 (August 19, 2015)
44. *Virginia Attorney Seeks Coverage For Accident Because He Was Thinking About Work.* Claims Journal (July 23, 2015)
45. *Montana Supreme Court Adopts Notice-Prejudice Rule.* Claims Journal (July 21, 2015)
46. *Does Policy Provision Stating The Insurer Will Not Withhold Its Consent To Settle Unreasonably Vitiates The Consent To Settlement Requirement?* Claims Journal (July 17, 2015)
47. *An Overview Of What Constitutes Collapse For Purposes Of Property Insurance Coverage Involving Hidden Decay.* Ins. Lit. Rptr., Vol. 37, No. 10 (July 9, 2015)
48. *Independent Insurance Adjuster Liability To Insureds: The Majority And Minority Views.* Ins. Lit. Rptr., Vol. 37, No. 9 (June 26, 2015)
49. *New Jersey High Court Finds That Res Judicata Barred Plaintiff's UM Bad Faith Claim, Not The Entire Controversy Doctrine.* Claims Journal (June 25, 2015)
50. *District Court Finds Policy Required Matching Color For Replacement Panels That Were Damaged.* Claims Journal (June 23, 2015)
51. *Right To Intervention Upheld By Montana Supreme Court.* Claims Journal (June 17, 2015)
52. *Employee Exclusion Applies To Both Actual And Statutory Employees Under Florida Law.* Claims Journal (June 10, 2015)
53. *Amplifying Louisiana's Anti-Annulment Statute.* Claims Journal (June 5, 2015)
54. *Defaming A Former Law Partner May Not Be Covered.* Claims Journal (June 1, 2015)
55. *Named Insured's Decision To Reject Higher UM Limits Was Not Binding On An Additional Insured.* Claims Journal (May 27, 2015)
56. *Severance Of Bad-Faith Claims Under Texas Law When Coverage Issues Are Unresolved.* Westlaw Journal Insurance Bad Faith 1, Vol. 11, No. 2 (May 27, 2015) and Westlaw Journal Insurance Bad Faith 1, Vol. 11, No. 2 (May 27, 2015)
57. *Innocent Insured Doctrine Doesn't Preclude Policy Rescission For Misrepresentation In The Application.* Claims Journal (April 15, 2015)
58. *Fair Debatability Defense Can Be Supported By Unpublished Court Decisions.* Claims Journal (April 7, 2015)
59. *Texas Court Draws The Line On Allowing Broad Discovery Of Other Claims In Bad Faith Litigation.* Westlaw Journal Insurance Bad Faith 1, Vol. 10, No. 24 (April 1, 2015)

60. *Workers' Compensation Exclusive Remedy Bars Bad Faith Claim In North Carolina.* Claims Journal (March 24, 2015)
61. *Number of Courts Rejecting Insurance Adjuster Negligence Claims Grows.* Claims Journal (March 20, 2015)
62. *Standard Mortgage Clause Effects on Vacancy Restrictions In Homeowner Policies Under Minnesota Law.* Claims Journal (March 13, 2015)
63. *Supplementing The NAIC's Model Unfair Claims Settlement Practices Act: Accompanying State Regulations.* Ins. Lit. Rptr., Vol. 37, No. 3 (March 11, 2015)
64. *New Hampshire Court Finds Illegal Drug Activity Inherently Dangerous, Harmful Thus Liability Can't Constitute A Covered Occurrence.* Claims Journal (March 5, 2015)
65. *Offsetting Third Party Recoveries Against UIM Benefits.* Claims Journal (February 25, 2015)
66. *Notifying Additional Insureds Of Coverage Denials Under New York Law.* Claims Journal (February 25, 2015)
67. *Texas High Court Finds No Direct Action Rule Can Apply to Declaratory Judgment Actions Brought Against Insurers In Some Cases.* Claims Journal (February 13, 2015)
68. *A Jurisprudential Survey Of UM/UIM Statutes of Limitation.* Ins. Lit. Rptr., Vol. 37, No. 1 (February 5, 2015)
69. *Ohio Supreme Court Ruling: Context Is Everything.* Claims Journal (February 3, 2015)
70. *Reimbursing Defense Costs Under Alaska Law: A Request For Clarity.* Claims Journal (January 29, 2015)
71. *8th Circuit Reaffirms Missouri's Cause Test, Rejects "Time And Space" Test For Determining Number of Occurrences.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 10 (December 12, 2014) and Westlaw Journal Insurance Bad Faith 2, Vol. 10, No. 19 (January 22, 2015)
72. *South Carolina Court Rules "Your Work" Exclusion Applies To Costs To Remove And Rebuild Brick Wall To Meet Contract Compliance.* Claims Journal (January 8, 2015)
73. *New Jersey High Court Finds That Res Judicata Barred Plaintiff's UM Bad Faith Claim, Not the Entire Controversy Doctrine.* 2015 Windstorm Conference Claims Journal, Claims Journal (2015)
74. *Arkansas Faulty Workmanship Statute Does Not Have Retroactive Application.* Claims Journal (December 11, 2014)
75. *Florida Appeals Court Provides Guidance On When An Insured's Bad Faith Lawsuit Is Ripe.* Claims Journal (December 5, 2014)
76. *Choosing Your Punishment May Foreclose UM (UIM) Coverage.* Claims Journal (December 1, 2014)
77. *Defending Against Bad Faith: A Nuts And Bolts Review Of The Fair Debatability Doctrine And California's Genuine Dispute Doctrine.* Ins. Lit. Rptr., Vol. 36, No. 19 (November 13, 2014)
78. *Towing The Line On "Expected And Intended."* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 4 (October 31, 2014) and Westlaw Journal Insurance Bad Faith 3, Vol. 10, No. 15 (November 26, 2014)
79. *Public Policy Prevents Family Step-Down Clauses In South Carolina Auto Policies.* Claims Journal (October 28, 2014)

80. *Louisiana's Direct Action Statute Doesn't Substantively Modify Claims-Made Policy Notice Provisions.* Claims Journal (October 22, 2014)
81. *Extricating Injured Passenger From A Crashed Auto Constitutes Use Of That Auto.* Claims Journal (October 21, 2014)
82. *Demanding Arbitration Is No Excuse For Bad Faith Conduct.* Claims Journal (October 17, 2014)
83. *The Pitfalls Of Rejecting A Defense Under Texas "Same Facts" Test.* Claims Journal (October 14, 2014)
84. *Arizona Courts Are Grappling With Fixing The Correct Punitive Damages Ratio: A State Specific Measure Of Due Process.* Ins. Lit. Rptr., Vol. 36, No. 17 (October 13, 2014)
85. *Known Loss Exclusion Trumps Common-Law Known Loss Doctrine.* Claims Journal (October 9, 2014)
86. *Conspiracy To Abduct Not Covered.* Claims Journal (October 8, 2014)
87. *A Review Of Insurance Broker Duties Under California Law.* Insurance Journal Magazine, Vol. 92, No. 19 (October 6, 2014)
88. *Product Disparagement Claims Do Not Include "Close Enough" Or "Better Than" Assertions.* Westlaw Journal Insurance Coverage 1, Vol. 24, No. 52 (October 3, 2014); West Law Journal Insurance Bad Faith 2, Vol. 10, No. 13 (October 29, 2014)
89. *When Does Directing Traffic Constitute Vehicle Use?* Claims Journal Magazine, Vol. 3, No. 4 (Fall 2014)
90. *Adjuster Negligence Claim Rejected By Vermont Supreme Court.* Claims Journal (September 29, 2014)
91. *New York Strict Timelines Standard Doesn't Apply To Environmental Claims.* Claims Journal (September 24, 2014)
92. *Objecting To The Golden Rule During Trial.* Claims Journal (September 19, 2014)
93. *Proving The Content Of Lost Insurance Policies.* Ins. Lit. Rptr., Vol. 36, No. 15 (September 10, 2014)
94. *A Little Knowledge Goes A Long Way Against Defense And Indemnity Reimbursement.* Claims Journal (September 15, 2014)
95. *When Considering A Prior Publication Exclusion, Does "Close Enough" Count?* Claims Journal (September 12, 2014)
96. *Insurance Experts: Does It Really Take One To Know One?* Insurance Journal Magazine, Vol. 92, No. 17 (September 8, 2014)
97. *Indiana Supreme Court Considers Enforceability Of Workers' Compensation Setoff Provisions In UIM Context.* Westlaw Journal Insurance Coverage 1, Vol. 24, No. 48 (September 5, 2014) and Westlaw Journal Insurance Bad Faith 3, Vol. 10, No. 11 (October 1, 2014)
98. *Indiana Supreme Court Affirms Importance Of Reading Policy.* Insurance Journal (August 26, 2014)
99. *The Effect Of No-Contest Pleas On D&O Coverage Exclusions.* Westlaw Journal Insurance Coverage 1, Vol. 24, No. 46 (August 22, 2014) and Westlaw Journal Insurance Bad Faith 2, Vol. 10, No. 10 (September 17, 2014)

100. *Court Holds That Companies Do Not Need To Disclose Use Of In-House Counsel To Defend Insureds At The Time Of Insurance Purchase.* The Voice, Vol. 13, No. 33 (August 20, 2014)
101. *It's A Fine Line: Interpreting Status-Based Exclusions.* Claims Journal (August 18, 2014)
102. *Payment of Prior Claims May Not Estop Denial Of Future Claims.* Westlaw Journal Insurance Coverage 1, Vol. 24, No. 44 (August 8, 2014) and Westlaw Journal Insurance Bad Faith 2, Vol. 10, No. 9 (September 3, 2014)
103. *New York Court of Appeals' Stunning K2 About Face.* Ins. Lit. Rptr., Vol. 36, No. 13 (August 8, 2014)
104. *California Court Finds That Bad Cooking Odors Did Not Result In Property Damage.* Claims Journal (July 31, 2014)
105. *South Dakota High Court Rules That Continuous And Progressive Damage Exclusion Does Not Violate Public Policy.* Claims Journal (July 28, 2014)
106. *The Meaning Of "Incurred" In The Medical Payments Coverage Context.* Westlaw Journal Insurance Coverage 1, Vol. 24, No. 40 (July 11, 2014)
107. *When In Doubt – Consider An IME.* Claims Journal (July 1, 2014)
108. *What Constitutes Collapse For Purposes Of Property Insurance Coverage.* Claims Journal Magazine, Vol. 3, No. 3 (Summer 2014)
109. *Landlord Beware: Criminal Acts Causing Property Damage Are Not Covered By Homeowner Policy.* Claims Journal (May 22, 2014)
110. *Cleveland Indians Baseball vs. New Hampshire Insurance: An Agent's Duty To Additional Insureds.* Insurance Journal Magazine, Vol. 92, No. 10 (May 19, 2014)
111. *Theft Alone Is Not A Publication For Personal Injury Coverage.* Westlaw Journal Insurance Coverage 1, Vol. 24, No. 32 (May 16, 2014)
112. *Seventh Circuit Court: Alcoholic Energy Drinks Excluded From Coverage.* Claims Journal Magazine (April 28, 2014)
113. *Historical Tour Of The Contra Preferentem Doctrine.* Claims Journal Magazine, Vol. 3, No. 1 (Spring 2014)
114. *The Potential Liability Rule Inapplicable In A Priest Molestation Case.* Claims Journal (April 16, 2014)
115. *Odor From Hog Farms Is Not A Pollutant.* Claims Journal (April 8, 2014)
116. *Washington Follows Qualcomm.* Westlaw Journal Insurance Coverage 1, Vol. 24, No. 26 (April 4, 2014) and Westlaw Journal Insurance Bad Faith 2, Vol. 9, No. 26 (April 30, 2014)
117. *North Dakota Law Upholds Insureds Step-Down Clauses.* Claims Journal (April 1, 2014)
118. *Do Insurers Have To Disclose Their Investigative File Before An EUO?* Claims Journal (March 26, 2014)
119. *Analyzing Concurrent Causation: Independence Is The Key.* Claims Journal (March 24, 2014)
120. *Excluding Stigma Damages In The Underinsured Motorist Context.* Claims Journal (March 19, 2014)
121. *Determining The Number Of Occurrences From Carbon Monoxide Poisoning.* Claims Journal (March 13, 2014)

122. *Ruling In Dog-Bite Case Opens The Door To Expanded Insurance Coverage.* Westlaw Journal Insurance Coverage 1, Vol. 24, No. 22 (March 7, 2014) and Westlaw Journal Insurance Bad Faith 2, Vol. 9, No. 10 (May 14, 2014)
123. *When Does The Obligation To Pay Cumis Counsel End?* Westlaw Journal Insurance Coverage 1, Vol. 24, No. 20 (February 21, 2014) and Westlaw Journal Insurance Bad Faith 2, Vol. 9, No. 22 (March 5, 2014)
124. *Wisconsin Supreme Court Redefined The Boundary Lines Of Occurrences.* Claims Journal Magazine, Vol. 3, No. 1 (Winter 2014)
125. *Are UM/UIM Insurers Obligated To Advance To Their Insureds Undisputed Partial Payments Before Total Claim Value Is Determined?* Ins. Lit. Rptr., Vol. 36, No. 2 (February 18, 2014)
126. *Pennsylvania Court Rejects UM Claim Because Of Delay.* Claims Journal (February 13, 2014)
127. *Stipulations And Concessions That Forged The Framework Of Arbitrability Of Class Actions Under The Federal Arbitration Act.* Westlaw Journal Insurance Coverage 1, Vol. 24, No. 18 (February 7, 2014) and Westlaw Journal Insurance Bad Faith 3, Vol. 9, No. 22 (March 5, 2014)
128. *Connecticut Embraces The Make Whole Doctrine.* Claims Journal (January 30, 2014)
129. *Montana Weighs In On The Obligation To Provide Co-Counsel To Assist Another Insurer Defending Mutual Insureds.* Claims Journal (January 27, 2014)
130. *Insureds' Agreement To Read Insurance Policy (What Is An Insurance Agent To Do?).* Insurance Journal (January 23, 2014).
131. *Colorado Court Requires Insurer To Prove Prejudice To Raise Voluntary Payment Defense.* Claims Journal (January 15, 2014)
132. *When Is A Sexually Molested Hotel Guest Within The Care, Custody And Control Of The Hotel.* Claims Journal (December 23, 2013)
133. *Rhode Island High Court Establishes Statue Of Limitations For UM/UIM Claims.* Claims Journal (December 19, 2013)
134. *Methamphetamine Is Not A Narcotic For Purposes Of Accidental Death Coverage (South Carolina—Accidental Death Coverage/Exclusion For Narcotics).* DRI, Covered Events Newsletter, 2013, Issue 11 (December 5, 2013)
135. *Excess Insurance And Equitable Subrogation: Oklahoma Clarifies Its Equitable Subrogation Rule.* Claims Journal (December 3, 2013)
136. *The Mutual Mistake Doctrine And The Purchase Of Insurance.* Insurance Journal Magazine, Vol. 91, No. 23 (December 2, 2013)
137. *Paying For Rescission.* The Voice, Vol. 12, No. 46 (November 20, 2013)
138. *Is Negligent Misrepresentation A Covered "Occurrence"?* Claims Journal (November 13, 2013)
139. *Is A Coinsurance Penalty Based Upon ACV Or RCV?* Claims Journal (November 4, 2013)
140. *Florida Supreme Court Says That Replacement Cost Includes Profit And Overhead.* Claims Journal (October 30, 2013)
141. *Florida Court Reaffirms Extrinsic Evidence Is Not Permitted To Resolve Ambiguity In An Insurance Contract.* Claims Journal (October 24, 2013)

142. *Negligent Infliction Of Emotional Distress Claims And Uninsured Motorists/Under Insured Motorists Coverage.* Claims Journal Magazine, Vol. 2, No. 4 (Fall 2013)
143. *Seeking Reimbursement Of Defense Costs In The Context Of Reservation Of Rights: The Washington Supreme Court Weighs In.* Ins. Lit. Rptr., Vol. 35, No. 17 (October 1, 2013)
144. *Is The Risk Of Relapse Into Substance Abuse Enough To Constitute A Current Disability For Doctors?* The Voice, Vol. 12, No. 36 (September 11, 2013); DRI Today (September 17, 2013)
145. *State And Federal Courts Continue To Fill The Gap On The Question Of Whether The Lack Of Exhaustion Of Primary Insurance Can Trigger Excess Coverage.* Ins. Lit. Rptr., Vol. 35, No. 15 (September 9, 2013)
146. *Insurance Coverage for Discounting the Price of Goods for Sale?* Insurance Journal Magazine, Vol. 91, No. 17 (September 9, 2013)
147. *In Alaska, A Claim Of Self-Defense Was Unavailing Where Insured Entered Inconsistent 'No Contest' Plea.* Westlaw Journal Insurance Coverage 2, Vol. 23, No. 48 (September 6, 2013) and Westlaw Journal Insurance Bad Faith 3, Vol. 9, No. 14 (November 7, 2013)
148. *5th Circuit Affirms Matador Decision.* Westlaw Journal Insurance Coverage 1, Vol. 23, No. 46 (August 23, 2013) and Westlaw Journal Insurance Bad Faith 3, Vol. 9, No. 15 (November 21, 2013)
149. *Two Essential Discussions That Should Be Used In All Reservation Of Rights Letters.* In-House Defense Quarterly (Summer 2013)
150. *The Kentucky Supreme Court Utilizes The Integral Parts Test In Hit-And-Run UM Cases.* Claims Journal (August 13, 2013)
151. *High-Stakes Poker In New York Over Insurer's Decision Not To Defend Its Insured.* Westlaw Journal Insurance Coverage 1, Vol. 23, No. 44 (August 9, 2013) and Westlaw Journal Insurance Bad Faith 2, Vol. 9, No. 9 (August 29, 2013)
152. *Notifying Excess Insurers For Additional Insureds.* Insurance Journal (August 9, 2013)
153. *Does Uninsured Motorist Coverage Apply To Negligent Infliction Of Emotional Distress Claims?* Ins. Lit. Rptr., Vol. 35, No. 12 (July 23, 2013)
154. *The Selective Tender Rule Rejected In The Workers' Compensation Context.* Claims Journal Magazine, Vol. 2, No. 3 (Summer 2013)
155. *Rhode Island Court's Ruling On Self-Insured Retentions In Med-Mal Policies.* Insurance Journal (July 23, 2013)
156. *Intervention Nuances Under California Law.* Claims Journal (July 22, 2013)
157. *No Bad Faith In The Workers' Compensation Context: Texas Supreme Court Puts An Exclamation Point On Its Prior Case.* Claims Journal (July 15, 2013)
158. *Washington Law Reverse-Preempts The Federal Arbitration Act In The Insurance Context.* Westlaw Journal Insurance Coverage 2, Vol. 23, No. 40 (July 12, 2013)
159. *Enforcement Of UIM Exhaustion Clauses: The Utah Supreme Court Weighs In.* Ins. Lit. Rptr., Vol. 35, No. 10 (June 26, 2013)
160. *Voluntary Payment Clauses.* Claims Journal (June 26, 2013)
161. *Denying Coverage And Reserving Rights Simultaneously: Georgia Supreme Court Says Insurer Can't Have Its Cake And Eat It Too.* Claims Journal (June 24, 2013)

162. *Insurers Aren't Required To Tell Insureds That They Filed A Claim Under The Wrong Policy.* Claims Journal (June 20, 2013)
163. *Utilizing The "Place Of Injury" Test Regarding Territorial Limitation Clauses In Insurance Policies.* Claims Journal (June 17, 2013)
164. *Washington Supreme Court Limits Insurers' Right To Jury Trial In Bad-Faith and Coverage Cases.* Westlaw Journal Insurance Bad Faith 1, Vol. 9, No. 3 (June 11, 2013)
165. *Reasonable Expectation Doctrine Trumps Insured's Duty To Read Insurance Policy.* Claims Journal (June 10, 2013)
166. *All-Risk Coverage For Stigma Claims Involving Real Property.* Ins. Lit. Rptr., Vol. 35, No. 9 (June 5, 2013)
167. *Direct Physical Loss In All-Risk Policies: The Modern Trend Does Not Require Specific Physical Damage, Alteration.* Claims Journal Magazine, Vol. 2, No. 2 (Spring 2013)
168. *Providing Notification To Insureds Of The Opportunity To Purchase UM/UIM Insurance: Is "English Only" Enough?* Ins. Lit. Rptr., Vol. 35, No. 7 (May 1, 2013)
169. *Application Of The Equality Of Consideration Test In Coverage Disputes.* Common Defense (Spring 2013)
170. *The Ongoing Debate Over Bad Faith And Workers' Compensation.* Westlaw Journal Insurance Bad Faith, Vol. 8, No. 25 (April 16, 2013)
171. *Taking Level 3 Communications To The Next Level: Polishing The 'Insured Vs. Insured' Exclusion.* Westlaw Journal Insurance Coverage 1, Vol. 23, No. 26 (April 5, 2013) and Westlaw Journal Insurance Bad Faith 3, Vol. 9, No. 16 (December 5, 2013)
172. *The Inherent Tension Between Professional Ethics Regarding Mistakes And Insurance Policy Liability Admission Clauses.* The Voice, Vol. 12, No. 13 (April 3, 2013)
173. *Legislation Regulating Coverage For Faulty Workmanship Cannot Be Applied Retroactively.* Claims Journal (April 1, 2013)
174. *Insurer's Obligation To Notify The Insured Of The Need For Allocated Verdicts And Settlements.* Claims Journal (March 28, 2013)
175. *Pollution Exclusions In Indiana Require List Of Specific Substances, State Supreme Court Says.* Westlaw Journal Insurance Coverage 1, Vol. 23, No. 22 (March 8, 2013) and Westlaw Journal Insurance Bad Faith 2, Vol. 8, No. 24 (April 2, 2013)
176. *Analyzing Recent Cases Involving Bad Faith Set-Ups.* Ins. Lit. Rptr., Vol. 35, No. 3 (March 4, 2013)
177. *When Using Colossus Independent Judgment Is A Must.* Claims Journal Magazine, Vol. 2, No. 1 (Winter 2013); Claims Journal (May 9, 2013)
178. *Can An Excess Insurer Sue A Primary Insurer's Defense Counsel For Malpractice?* Claims Journal (February 26, 2013)
179. *Is There A Right To Pre-Litigation Independent Counsel?* Westlaw Journal Insurance Coverage 1, Vol. 23, No. 20 (February 22, 2013)
180. *Excess Insurers Prejudiced When There is No Notice of Underlying Suit.* Claims Journal (February 21, 2013)
181. *Insuring Contractual Liability.* Ins. Lit. Rptr., Vol. 35, No. 2 (February 19, 2013)
182. *New York Court's Latest Take On Insured's Duty To Read Policy.* Insurance Journal (February 19, 2013)

183. *New Twist On The Question Of An Insurer's Duty To Defend Criminal Proceedings.* Claims Journal (February 11, 2013)
184. *Can An Unborn Fetus Qualify As A "Resident of Household" For Coverage Determinations?* Claims Journal (January 23, 2013)
185. *Can An Insured Restrict The Insurer's Right To Use Pre-Litigation IMEs?* Claims Journal (January 15, 2013)
186. *Sexual Assaults In Taxicabs And Application Of The Automobile Exclusion In CGL Policies.* Ins. Lit. Rptr., Vol. 34, No. 20 (December 7, 2012)
187. *Application Of The 'Insured vs. Insured' Exclusion To Federal Takeovers Of Financial Institutions.* Westlaw Journal Insurance Coverage 1, Vol. 23, No. 7 (November 21, 2012)
188. *Determining Insured Status On Auto Liability Coverage.* Claims Journal Magazine, Vol. 1, No. 4 (Fall 2012)
189. *The Risk Landscape of Cyberspace.* Insurance Journal Magazine, Vol. 90, No. 21 (November 2012)
190. *Insurers Finally Get Right To Jury Trial In New Jersey.* Westlaw Journal Insurance Coverage 1, Vol. 23, No. 4 (November 2, 2012) and Westlaw Journal Insurance Bad Faith 3, Vol. 8, No. 16 (December 11, 2012)
191. *When Does the Filing of a Declaratory Judgment Action Constitute Bad Faith?* Ins. Lit. Rptr., Vol. 34, No. 17 (October 8, 2012)
192. *Is Texas Turning The Corner By Allowing Exceptions To The Strict '8-Corners' Rule?* Westlaw Journal Insurance Coverage 1, Vol. 22, No. 51 (September 28, 2012) and Westlaw Journal Insurance Bad Faith 2, Vol. 8, No. 21 (February 19, 2013)
193. *Florida Public Adjuster Waiting Period Deemed Unconstitutional.* Claims Journal (October 1, 2012)
194. *The Arizona Court of Appeal Moves Close To A One-To One Ratio in Punitive Damage Bad Faith Cases.* Common Defense (Fall 2012)
195. *Determining Insurance Coverage For Sexual Misconduct Under Arizona Law: A Microcosm Of The National Debate.* Ins. Lit. Rptr., Vol. 34, No. 15 (September 13, 2012)
196. *Challenging Fraudulent Joinder, The Clock Is Ticking.* The Voice, Vol. 11, No. 36 (September 12, 2012)
197. *Coverage For Diminished Value Following Post-Crash Repairs Debate.* Claims Journal (August 28, 2012)
198. *Stepping Outside Of UM Coverage: Assaults By An Insured Outside A Vehicle.* Claims Journal (August 22, 2012)
199. *Do Insurance Brokers Have An Obligation To Offer The Cheapest Coverage Available?* Insurance Journal Magazine, Vol. 90, No. 15 (August 2012)
200. *Ninth Circuit Court Of Appeals Expands Insurer's Duty To Settle Under California Law.* Claims Journal (July 31, 2012)
201. *Minnesota High Court Blurs Line Between Coverage Determination And Amount Of Loss In Appraisal.* Claims Journal (July 17, 2012)
202. *Telephone Consumer Protection Act And Violations of Seclusion.* Claims Journal Magazine, Vol. 1, No. 3 (Summer 2012)
203. *Evaluating Medical Payment Coverage Questions.* Claims Journal (May 7, 2012)

204. *Understanding the Right of Reimbursement For Defense Costs When Reserving Rights.* Claims Journal (May 1, 2012)
205. *Policy Buyback Limitations.* Claims Journal (April 23, 2012)
206. *Examinations Under Oath.* Claims Journal Magazine, Vol. 1, No. 2 (Spring 2012)
207. *Incomplete Claim Investigations May Create Coverage Where No Coverage Exists.* Claims Journal (March 12, 2012)
208. *To Sue Or Not To Sue: Allowing Private Litigation Over Insurer Bad Faith In The Workers' Compensation Context.* Claims Journal Magazine, Vol. 1, No. 1 (Winter 2012)
209. *Vandalism, Vacancy And The Absence Of Property Coverage.* Ins. Lit. Rptr., Vol. 33, No. 18 (November 4, 2011)
210. *A Framework Of Adjusting Medical Claims Involving Possible Experimental Treatment.* Claims Journal (October 27, 2011)
211. *Interpreting Immunity: Why It's Wise To Use Caution With Insurance Fraud Cases.* SIU Today, Vol. 25, No. 3 (Fall 2011)
212. *The Extension Of Insurance To Cover The Plaintiff's Financial Risk Of Litigation: "Bodily Injury" "Property Damage" And "Attorney's Fees" Caused By An Occurrence?* Common Defense (Fall 2011)
213. *Be Careful What You Say When Issuing A Binder.* Insurance Journal Magazine, Vol. 89, No. 17 (September 2011)
214. *Read The Policy.* Insurance Journal Magazine, Vol. 89, No. 15 (August 2011)
215. *Exploring Experimental Treatment Exclusions.* Ins. Lit. Rptr., Vol. 33, No. 10 (July 8, 2011)
216. *A Review Of ISO's Fungi And Bacteria Exclusion.* Ins. Lit. Rptr., Vol. 33, No. 8 (May 23, 2011)
217. *Bad-Faith Cases: Preserving Affirmative Defenses.* DRI For the Defense, Vol. 53, No. 5 (May 2011)
218. *Communicable And Transmission Of Disease Exclusions.* Ins. Lit. Rptr., Vol. 33, No. 7 (May 6, 2011)
219. *Why Bragging May Create A Greater Legal Duty Of Care.* Insurance Journal Magazine, Vol. 89, No. 9 (May 2011)
220. *Implied Consent To Representation Is Not Enough.* Common Defense (Spring 2011)
221. *The Perils Of Testing The Contours And Boundaries Of Morris Agreements.* Common Defense (Spring 2011)
222. *Vigilance Guards Against Short Fuse, Third-Party, Bad Faith Set-Ups.* Claims Journal (April 7, 2011)
223. *Agency E&O Liability For Failing To Procure Coverage.* Insurance Journal Magazine, Vol. 89, No. 6 (March 2011)
224. *Voluntary Intoxication And The Application Of Intentional Act Exclusions.* Ins. Lit. Rptr., Vol. 33, No. 3 (March 7, 2011)
225. *A Roadmap For NAIC's Unfair Claims Settlement Practices Act.* Claims Journal (March 3, 2011)
226. *What Every Claim Adjuster Should Know About Bad Faith.* Claims Journal (February 3, 2011)

227. *Do Standard Automobile Liability Insurance Policies Cover Drive-By Shootings?* Ins. Lit. Rptr., Vol. 31, No. 21 (December 17, 2010)
228. *Are You Crazy?: Determining Mental Capacity As A Pre-Requisite To The Attachment of an Intentional Act Exclusion.* Ins. Lit. Rptr., Vol. 32, No. 20 (December 3, 2010)
229. *Annulment Of Liability Policies Post-loss (Policy Buy-Back/Release).* Ins. Lit. Rptr., Vol. 32, No. 19 (November 15, 2010)
230. *A Requiem For Ingenix.* Ins. Lit. Rptr., Vol. 32, No. 15 (September 15, 2010)
231. *A Critical Review Of The Practice Of Setting Up Insurance Companies For Bad Faith.* Ins. Lit. Rptr., Vol. 32, No. 10 (July 1, 2010)
232. *A Recent Challenge To UM/UIM Offering Requirements For Excess And Umbrella Coverage Has Revived An Old Debate.* Ins. Lit. Rptr., Vol. 32, No. 7 (May 10, 2010)
233. *Splitting Claim Files: Managing The Concern For Conflicts Of Interest Through Use Of Insurance Company Conflict Screens.* Ins. Lit. Rptr., Vol. 32, No. 6 (April 26, 2010)
234. *Mortgage Demands For Homeowner Coverage: When The Insured Property Has Been Stripped During Foreclosure.* In-House Defense Quarterly (Winter 2010)
235. *Wrap-Ups And Agent E&O Exposures.* Claims Journal (December 22, 2009)
236. *Shifting Attorneys' Fees To The Losing Party: Is It Covered Under The Policy?* Ins. Lit. Rptr., Vol. 31, No. 20 (November 2009)
237. *Determining Permissive User Status In Automobile Liability.* Claims Journal (November 16, 2009)
238. *A Basic Understanding Of Lloyd's Of London Which Every Insurance Lawyer Should Have.* Common Defense (Fall 2009)
239. *A Timely Reminder On Managing Agency E&O Risk.* Claims Journal (November 10, 2009) and Insurance Journal (November 11, 2009)
240. *It's Time To Review Essential Procedures For Managing E&O: Systems, Checklists, Guidelines, Manuals Among Tools Useful In Reducing Agency Errors.* Insurance Journal Magazine, Vol. 87, No. 21 (November 2, 2009)
241. *Insuring The Emerging Markets In Bio And Nanotechnology.* Ins. Lit. Rptr., Vol. 31, No. 17 (October 13, 2009)
242. *Timely Claims Reporting: A Serious Obligation For Agencies.* Insurance Journal Magazine, Vol. 87, No. 18 (September 21, 2009)
243. *Understanding Basic Principles Of Biomechanical Engineering In Low Speed Rear-End Collision Scenarios.* Claims Journal (September 10, 2009)
244. *Coverage Issues Associated With Federal Clean Water Act Violations For Discharging Land Fill Into Waterways.* Ins. Lit. Rptr., Vol. 31, No. 13 (August 12, 2009)
245. *A Proportional Methodology For Determining Covered Damages Where Continuous And Progressive Injury Is Involved.* Ins. Lit. Rptr., Vol. 31, No. 11 (July 13, 2009)
246. *Compendium Of References To Insurance Company Bad Faith Set Up Situations.* Ins. Lit. Rptr., Vol. 31, No. 11 (July 13, 2009)
247. *The Fifth Amendment To The U.S. Constitution Is No Bully To A Carriers' Right To An Examination Under Oath.* IASIU, SIU Today, Vol. 23, No. 2 (Summer 2009)

248. *Counting The Number Of "Occurrences" Where The Predicate Tort Involves A Pattern Of Conduct Or Interrelated Process.* Ins. Lit. Rptr., Vol. 31, No. 7 (May 4, 2009)
249. *The Discoverability Of Reserve Information In Bad Faith Cases.* Ins. Lit. Rptr., Vol. 31, No. 3 (March 1, 2009)
250. *How to Avoid Agency Errors And Omission Claims: Advising Clients On Specific Dollar Values Of Coverages They Need To Consider May Create Unnecessary Exposures.* Insurance Journal Magazine, Vol. 87, No. 3 (February 2009)
251. *A Jurisprudential Survey Regarding Submission Of Coverage Questions To Appraisal In The Homeowner Policy Context.* Ins. Lit. Rptr., Vol. 30, No. 21 (December 15, 2008)
252. *The Pedigree of USAA v. Morris: How To Answer Clients When They Call To See If The Morris Decision Can Be Challenged.* e-Common Defense (November 2008)
253. *Triggering Coverage in Construction Defect Cases.* e-Common Defense (November 2008)
254. *Strategic Planning For An Increasing Direct Writer Marketplace.* Insurance Journal Magazine, Vol. 86, No. 22 (November 2008)
255. *Claim Investigation When The Insured Raises The Fifth Amendment Privilege.* Claims Journal (November 3, 2008)
256. *The Inherent Tension Between The Fifth Amendment Right Against Self-Incrimination And The Insurance Company's Contractual Right To Cooperation: Can A Jurisprudential Balance Be Achieved?* Ins. Lit. Rptr., Vol. 30, No. 18 (October 10, 2008)
257. *A Survey Of Ingenix As An Evaluative Tool In Assessing Usual, Customary And Reasonable Medical Charges For Insurance Companies.* Ins. Lit. Rptr., Vol. 30, No. 17 (October 1, 2008)
258. *The Modernization Of Arizona's UM/UIM Written Offer Requirement.* e-Common Defense (September 2008)
259. *Lennar Corp. v. Auto-Owners Insurance Co., Expanding Coverage For Faulty Workmanship Claims.* e-Common Defense (September 2008)
260. *The Impact Of Certificates Of Insurance in Determining The Availability Of Coverage For Additional Insureds.* Ins. Lit. Rptr., Vol. 30, No. 14 (August 5, 2008)
261. *Advertising Injury Coverage For Fax Blasting And Lantham Act Claims.* Ins. Lit. Rptr., Vol. 30, No. 13 (July 20, 2008)
262. *Effectively Using E-Sign To Underwrite UM/UIM Coverage.* Claims Journal (July 1, 2008)
263. *Analyzing The Innocent Co-Insured Exception To Intentional Acts In Community Property States.* Claims Journal (June 10, 2008)
264. *Limiting Bad-Faith Exposure: Blindly Accept Colossus Recommendations At Your Own Risk.* Claims Magazine, Vol. 56, No. 6 (June 2008)
265. *Is The Race Really On? Application Of Racing Exclusions Within Standard Automobile Liability Policies.* Ins. Lit. Rptr., Vol. 30, No. 9 (May 30, 2008)
266. *A Different Perspective On Payment Of Profit And Overhead When Insureds Do Repairs.* Claims Journal (May 5, 2008)
267. *Federal Preemption Of State Statutory Requirements: Written Offers/Rejections Of UM/UIM Coverage In The Modern Age.* DRI For The Defense, Vol. 50, No. 5 (May 2008)
268. *Reasonable Expectations For Agents' E&O.* Insurance Journal-National, West Region, Vol. 86, No. 6 (March 2008)

269. *Use Of Independent Medical Examinations: Analyzing Bad Faith Exposures Arising In First-Party Coverage Determinations.* In-House Defense Quarterly, Vol. 3, No. 2 (Spring 2008)
270. *The Justicability Of Increased Insurance Premium Claims: A Uniformity Of Dismissal?* Ins. Lit. Rptr., Vol. 30, No. 2 (January 31, 2008)
271. *Understanding Federal Bankruptcy Court Stays And How To Procedurally Reach Available Insurance Coverage Of The Bankruptcy Debtor.* Ins. Lit. Rptr., Vol. 29, No. 21 (December 15, 2007)
272. *Directors And Officers Entitlement To D&O Policy Benefits When The Corporation They Served Files Bankruptcy.* Ins. Lit. Rptr., Vol. 29, No. 20 (December 1, 2007)
273. *Attorney's Fees And Declaratory Judgment Actions In Arizona.* DRI National State-by-State Compendium Regarding the Awardability of Attorney's Fees in Declaratory Judgment Actions (December 2007)
274. *A Survey Of Professional Liability Coverage For Claims Brought Under The Federal False Claims Act.* Ins. Lit. Rptr., Vol. 29, No. 17 (October 5, 2007)
275. *A Developing Body Of Law: Daubert And The Insurance Bad Faith Expert.* In-House Defense Quarterly, Vol. 2, No. 3 (Summer 2007)
276. *Colossus Under Attack: The Legal Efficacy Of Computerized Evaluation Of Bodily Injury Claims.* Ins. Lit. Rptr., Vol. 29, No. 8 (May 22, 2007)
277. *Bad Faith Cases: A General Overview Of The Advice Of Counsel Defense.* In-House Defense Quarterly, Vol. 2, No. 2 (Spring 2007)
278. *Claims For Embezzlement Of Client Funds.* DRI For The Defense, Vol. 49, No. 3 (March 2007)
279. *Regulating Insurance Company Claim Handling Practices: Rethinking The Unthinkable (Abandonment of the Common Law Tort of Bad Faith).* Ins. Lit. Rptr., Vol. 29, No. 1 (January 25, 2007)
280. *Discipline Without Assumptions? A Systematic Approach To Coverage Analysis.* In-House Defense Quarterly, Vol. 2, No.1 (Winter 2006)
281. *A Methodical Approach To Analyzing The Application Of The Absolute Pollution Exclusion.* Ins. Lit. Rptr., Vol. 28, No. 19 (November 1, 2006)
282. *Medical Payments Coverage: A Policy Inside A Policy.* Ins. Lit. Rptr., Vol. 28, No. 14 (August 23, 2006)
283. *Building A General Understanding Of Directors & Officers Insurance Policy Architecture.* DRI For the Defense, Vol. 48, No. 5 (May 2006)
284. *All Things Being Considered Equal: Third Party Bad Faith In Arizona.* Arizona Attorney, Vol. 27, No. 6 (1991)
285. *Darner's Neglected Tenant: Abandonment Of Ambiguity Doctrine.* Arizona Attorney, Vol. 27, No. 4 (1990)
286. *Does Your Insurance Stack Up? Multiple Coverage Problems And The Standard Automobile Liability Insurance Policy.* Arizona Attorney, Vol. 26, No. 5 (1990)
287. *Guaranteeing Personal Injury Recoveries: A Practical Guide To Arizona's Property And Casualty Insurance Guaranty Fund.* Arizona Attorney, Vol. 26, No. 2 (1989)
288. *Insuring Against An Evil Mind: Punitive Damages Awards And The Uninsured And Underinsured Motorist.* Arizona Attorney, Vol. 25, No. 9 (1989)

289. *Let's Make A Deal: A Requiem for Reservation Of Rights Defenses In Arizona.* Arizona Bar Journal, Vol. 23, No. 6 (1988)
290. *When Is A Standardized Insurance Contract Binding: The Development Of The Reasonable Expectation Doctrine In Arizona.* Arizona Bar Journal, Vol. 23, No. 5 (1988)
291. *The Mode Of Operation Rule: A Slippery Issue For The Arizona Trial Bar.* Arizona Bar Journal, Vol. 21, No. 4 (1986) (republished by West Publishing Company, Westlaw National Text and Periodicals —Torts Database, 1986)

PUBLISHED CASE REVIEWS

1. *Hegseth v. American Family Mutual Ins. Group* (Minnesota) (UM/UIM Time Limits) Ins. Lit. Rptr., Vol. 38, No. 6 (April 20, 2016)
2. *State Farm Mutual Auto. Ins. Co. v. Riggs* (Kentucky) (UM/UIM Time Limits) Ins. Lit. Rptr., Vol. 38, No. 6 (April 20, 2016)
3. *Moore v. GEICO General Ins. Co.* (11th Cir., Florida) (Bad Faith/Duty to Settle) Ins. Lit. Rptr., Vol. 38, No. 4 (March 20, 2016)
4. *Dairyland Ins. Co. v. Mitchell* (Connecticut) (Auto Insurance/Exclusions) Ins. Lit. Rptr., Vol. 38, No. 4 (March 20, 2016)
5. *Christy v. Travelers Indemnity Co. of America* (10th Cir., New Mexico) (Reformation/Rescission) Ins. Lit. Rptr., Vol. 38, No. 2 (February 17, 2016)
6. *Martin v. Auto Owners Ins. Co.*, (Missouri) (Automobile Insurance/Stacking) Ins. Lit. Rptr., Vol. 38, No. 2 (February 17, 2016)
7. *Rent-A-Roofers, Inc. v. Farm Bureau Property & Casualty Ins. Co.* (Nebraska) (Notice-Prejudice/Voluntary Payments) Ins. Lit. Rptr., Vol. 37, No. 16 (October 6, 2015)
8. *Mesa v. Clarendon National Ins. Co.* (11th Cir., Florida) (Duty to Settle/Multiple Claims) Ins. Lit. Rptr., Vol. 37, No. 16 (October 6, 2015)
9. *Fidelity National Title Ins. Co. v. Centerpoint Mechanic Liens Claims, LLC* (Arizona) (Duty to Settle/Control of Settlement) Ins. Lit. Rptr., Vol. 37, No. 16 (October 6, 2015)
10. *SRM, Inc. v. Great American Ins. Co.* (10th Cir., Oklahoma) (Bad Faith/Duty to Settle) Ins. Lit. Rptr., Vol. 37, No. 14 (September 11, 2015)
11. *Garcia v. GEICO General Ins. Co.* (11th Cir., Florida) (Bad Faith) Ins. Lit. Rptr., Vol. 37, No. 14 (September 11, 2015)
12. *One Call Property Services, Inc. v. Security First Ins. Co.* (Florida) (Property Insurance/Post-Loss Assignments) Ins. Lit. Rptr., Vol. 37, No. 13 (August 24, 2015)
13. *Purscell v. TICO Ins. Co.* (8th Cir., Missouri) (Bad Faith/Duty to Settle) Ins. Lit. Rptr., Vol. 37, No. 13 (August 24, 2015)
14. *Atlantic Casualty Ins. Co. v. Greytak* (Montana) (Liability Insurance/Notice) Ins. Lit. Rptr., Vol. 37, No. 12 (August 14, 2015)
15. *C. Brewer and Co., Ltd. v. Marine Indemnity Ins. Co. of America* (Hawaii) (Liability Insurance/Designated Premises Endorsement) Ins. Lit. Rptr., Vol. 37, No. 7 (May 8, 2015)
16. *BankInsure, Inc. v. Highland Bank* (8th Cir., Minnesota) (Fidelity Insurance/Causation) Ins. Lit. Rptr., Vol. 37, No. 7 (May 8, 2015)
17. *Lodholtz v. York Risk Services Group, Inc.* (Indiana) (Adjuster Liability) Ins. Lit. Rptr., Vol. 37, No. 4 (March 11, 2015)

18. *Badiali v. New Jersey Mfrs. Ins. Group* (New Jersey) (Bad Faith/Fairly Debatable Claims) Ins. Lit. Rptr., Vol. 37, No. 4 (March 11, 2015)
19. *Illinois Tool Works, Inc., et al. v. Travelers Cas. and Sur. Co.* (Illinois) (Duty to Defend) Ins. Lit. Rptr., Vol. 37, No. 2 (February 19, 2015)
20. *Everest Indemnity Ins. Co. v. Rea* (Arizona) (Bad Faith/Advice of Counsel Defense) Ins. Lit. Rptr., Vol. 37, No. 2 (February 19, 2015)
21. *Quihuis v. State Farm Mutual Auto. Ins. Co.* (Arizona) (Bad Faith/Duty to Settle) Ins. Lit. Rptr., Vol. 37, No. 1 (February 5, 2015)
22. *In re Allstate County Mutual Ins. Co.* (Texas) (Bad Faith) Ins. Lit. Rptr., Vol. 36, No. 19 (November 13, 2014)
23. *RSUI Indemnity Co. v. American States Ins. Co.* (Louisiana) (Bad Faith/Excess Insurance) Ins. Lit. Rptr., Vol. 36, No. 19 (November 13, 2014)
24. *Williams v. Government Employees Ins. Co.* (South Carolina) (Auto Insurance/Policy Limits) Ins. Lit. Rptr., Vol. 36, No. 17 (October 13, 2014)
25. *Cammarata v. State Farm Florida Ins. Co.* (Florida) (Bad Faith) Ins. Lit. Rptr., Vol. 36, No. 17 (October 13, 2014)
26. *Indiana Ins. Co. v. Kopetsky* (Indiana) (Liability Insurance/Known Loss-Claim) Ins. Lit. Rptr., Vol. 36, No. 15 (September 10, 2014)
27. *Murphy v. Patriot Ins. Co.* (Vermont) (Adjusters) Ins. Lit. Rptr., Vol. 36, No. 15 (September 10, 2014)
28. *Fellowship of Christian Athletes v. AXIS Ins. Co.* (Missouri) (Liability Insurance/Policy Limits) Ins. Lit. Rptr., Vol. 36, No. 14 (August 20, 2014)
29. *Howe v. MMG Ins. Co.* (Maine) (Duty to Defend/Dog Bites) Ins. Lit. Rptr., Vol. 36, No. 14 (August 20, 2014)
30. *Springer v. Erie Ins. Exchange* (Maryland) (Liability Insurance/Business Pursuits Exclusion) Ins. Lit. Rptr., Vol. 36, No. 13 (August 8, 2014)
31. *Expedia, Inc. v. Steadfast Ins. Co.* (Washington) (Duty to Defend/Extrinsic Evidence) Ins. Lit. Rptr., Vol. 36, No. 13 (August 8, 2014)
32. *KeySpan Gas East Corp. v. Munich Reinsurance America, Inc.* (New York) (Denial of Coverage/Time Limits) Ins. Lit. Rptr., Vol. 36, No. 11 (July 9, 2014)
33. *Cich v. National Life Ins. Co.* (Minnesota) (Disability Insurance) Ins. Lit. Rptr., Vol. 36, No. 11 (July 9, 2014)
34. *Metropolitan Property & Cas. Ins. Co. v. McCarthy* (Maine) (Liability Insurance/Sexual Misconduct Exclusion) Ins. Lit. Rptr., Vol. 36, No. 11 (July 9, 2014)
35. *Groce v. American Family Mut. Ins. Co.* (Indiana) (Agent & Brokers/Statute of Limitations) Ins. Lit. Rptr., Vol. 36, No. 8 (May 21, 2014)
36. *Neighborhood Investments, LLC v. Kentucky Farm Bureau Mut. Ins. Co.* (Kentucky) (Property Insurance/Criminal Acts Exclusion) Ins. Lit. Rptr., Vol. 36, No. 8 (May 21, 2014)
37. *Nodak Mutual Ins. Co. v. Bahr-Renner* (North Dakota) (Auto Insurance/"Step Down" Endorsement) Ins. Lit. Rptr., Vol. 36, No. 4 (March 21, 2014)
38. *Wright v. Turner* (Oregon) (UIM/Policy Limits/Number of Accidents) Ins. Lit. Rptr., Vol. 36, No. 4 (March 21, 2014)

39. *AAA Mid-Atlantic Ins. Co. v. Ryan* (Pennsylvania) (Underinsured Motorist Coverage) Ins. Lit. Rptr., Vol. 36, No. 3 (March 4, 2014)
40. *City Center West, LP v. American Modern Home Ins. Co.* (Colorado) (Property Insurance/Assignments) Ins. Lit. Rptr., Vol. 36, No. 3 (March 4, 2014)
41. *Maddox v. Florida Farm Bureau General Ins. Co.* (Florida) (Policy Limits/Per Occurrence) Ins. Lit. Rptr., Vol. 36, No. 3 (March 4, 2014)
42. *Country-Wide Ins. Co. v. Preferred Trucking Services Corp.* (New York) (Liability Insurance/Duty to Cooperate) Ins. Lit. Rptr., Vol. 36, No. 3 (March 4, 2014)
43. *United Services Automobile Ass'n v. Speed* (Washington) (Liability Insurance/Accident) Ins. Lit. Rptr., Vol. 36, No. 3 (March 4, 2014)
44. *Deeter v. Indiana Farmers Mut. Ins. Co.* (Indiana) (Property Insurance/Intentional Acts) Ins. Lit. Rptr., Vol. 36, No. 1 (February 3, 2014)
45. *Corn v. Farmers Ins. Co.* (Arkansas) (UIM/Trigger of Coverage). Ins. Lit. Rptr., Vol. 36, No. 1 (February 3, 2014)
46. *State Farm Fire and Casualty Co. v. Brechbill* (Alabama) (Bad Faith). Ins. Lit. Rptr., Vol. 35, No. 18 (October 18, 2013)
47. *Bardsley v. Government Employees Ins. Co.* (South Carolina) (Policy Interpretation/Other Insurance). Ins. Lit. Rptr., Vol. 35, No. 18 (October 18, 2013)
48. *State Farm Fire and Casualty Co. v. Schwan* (Montana) (Duty to Defend). Ins. Lit. Rptr., Vol. 35, No. 17 (October 1, 2013)
49. *Caron v. Horace Mann Ins. Co.* (Massachusetts) (Policy Interpretation/Reformation). Ins. Lit. Rptr., Vol. 35, No. 17 (October 1, 2013)
50. *Tweton v. Country Preferred Ins. Co.* (North Dakota) (UIM/Stacking). Ins. Lit. Rptr., Vol. 35, No. 14 (August 20, 2013)
51. *American States Ins. Co. v. LaFlam* (Rhode Island) (UM/UIM/Contractual Time Limits). Ins. Lit. Rptr., Vol. 35, No. 14 (August 20, 2013)
52. *De Smet Farm Mutual Ins. Co. of South Dakota v. Busskohl* (South Dakota) (Rescission). Ins. Lit. Rptr., Vol. 35, No. 14 (August 20, 2013)
53. *Starr Indemnity & Liability Co. v. SGS Petroleum Service Corp.* (Texas) (Excess Insurance/Notice-Prejudice). Ins. Lit. Rptr., Vol. 35, No. 14 (August 20, 2013)
54. *Colony Ins. Co. v. Human Ensemble, LLC* (Utah) (Bad Faith/Duty to Advise). Ins. Lit. Rptr., Vol. 35, No. 9 (June 5, 2013)
55. *O&G Industries, Inc. v. Aon Risk Services Northeast, Inc.* (Connecticut) (Agents & Brokers). Ins. Lit. Rptr., Vol. 35, No. 4 (March 18, 2013)
56. *Fedderson v. Columbia Ins. Group* (South Dakota) (Property Insurance/Innocent Co-Insureds). Ins. Lit. Rptr., Vol. 35, No. 1 (February 4, 2013)
57. *Pistalo v. Progressive Casualty Ins. Co.* (Indiana) (Bad Faith/Duty to Settle). Ins. Lit. Rptr., Vol. 35, No. 1 (February 4, 2013)
58. *American Building Supply Corp. v. Petrocelli Group, Inc.* (New York) (Agents & Brokers). Ins. Lit. Rptr., Vol. 34, No. 21 (December 23, 2012)
59. *Prest v. Louisiana Citizens Property Ins. Corp.* (Louisiana) (Agents & Brokers). Ins. Lit. Rptr., Vol. 34, No. 21 (December 23, 2012)

60. *Jones v. Farmers Ins. Exchange* (Utah) (Bad Faith). Ins. Lit. Rptr., Vol. 34, No. 18 (October 26, 2012)
61. *Bannister v. State Farm Mut. Auto. Ins. Co.*, (10th Cir. [Oklahoma]) (Bad Faith/Failure to Investigate/Causation). Ins. Lit. Rptr., Vol. 34, No. 18 (October 26, 2012)
62. *Stancil v. ACE USA* (New Jersey) (Bad Faith/Workers' Compensation). Ins. Lit. Rptr., Vol. 34, No. 18 (October 26, 2012)
63. *Continental Cas. Co. v. North American Capacity Ins. Co.* (5th Cir. 2012 [Texas]) (Contribution/Defense Costs). Ins. Lit. Rptr., Vol. 34, No. 13 (August 13, 2012)
64. *Pedicini v. Life Ins. Co. of Alabama* (6th Cir. 2012 [Kentucky]) (Bad Faith/Narrow Policy Interpretation). Ins. Lit. Rptr., Vol. 34, No. 13 (August 13, 2012)
65. *Hoover v. Maxum Indemnity Co.*, (Georgia) (Estoppel/Duty to Defend). Ins. Lit. Rptr., Vol. 34, No. 13 (August 13, 2012)
66. *In re XL Specialty Ins. Co.* (Texas) (Bad Faith/Discovery). Ins. Lit. Rptr., Vol. 34, No. 12 (July 30, 2012)
67. *Goheagan v. American Vehicle Ins. Co.* (Florida) (Bad Faith/Duty to Settle). Ins. Lit. Rptr., Vol. 34, No. 10 (July 9, 2012)
68. *Yan Fang Du v. Allstate Ins. Co.* (California) (Bad Faith/Duty to Settle). Ins. Lit. Rptr., Vol. 34, No. 10 (July 9, 2012)
69. *Amerex Group, Inc. v. Lexington Ins. Co.* (New York) (Appraisal). Ins. Lit. Rptr., Vol. 34, No. 10 (July 9, 2012)
70. *Quade v. Secura Insurance* (Minnesota) (Appraisal). Ins. Lit. Rptr., Vol. 34, No. 10 (July 9, 2012)
71. *Illinois Union Ins. Co. v. NRI Construction, Inc.* (Georgia) (Liability Insurance/Reimbursement). Ins. Lit. Rptr., Vol. 34, No. 8 (June 11, 2012)
72. *Vision One LLC v. Philadelphia Indem. Ins. Co.* (Washington) (Property Insurance/Ensuing Loss). Ins. Lit. Rptr., Vol. 34, No. 8 (June 11, 2012)
73. *Sprague v. Safeco Ins. Co. of America* (Washington) (Property Insurance/Ensuing Loss). Ins. Lit. Rptr., Vol. 34, No. 8 (June 11, 2012)
74. *Ennen v. Integon Indemnity Corp., GMAC*, (Alaska) (Bad Faith/Standing). Ins. Lit. Rptr., Vol. 34, No. 6 (April 16, 2012)
75. *Universal Underwriters Inc. Co. v. LKQ Smart Parts, Inc.*, (Illinois) (Liability Insurance/Spoliation of Evidence). Ins. Lit. Rptr., Vol. 34, No. 2 (February 17, 2012)
76. *Rogue v. Allstate Ins. Co.*, (Colorado) (Automobile Insurance/Road Rage). Ins. Lit. Rptr., Vol. 34, No. 2 (February 17, 2012)
77. *Employers Mutual Cas. Co. v. Holman Building Co., LLC*, (Alabama) (Procedure/Intervention). Ins. Lit. Rptr., Vol. 34, No. 1 (February 3, 2012)
78. *Emerson Electric Co. v. Marsh & McLennan Companies*, (Missouri) (Agents & Brokers/Fiduciary Duty). Ins. Lit. Rptr., Vol. 33, No. 18 (November 4, 2011)
79. *Remodeling Dimensions, Inc. v. Integrity Mutual Ins. Co.*, (Minnesota) (Insurance Defense Counsel). Ins. Lit. Rptr., Vol. 33, No. 14 (September 9, 2011)
80. *Weingarten Realty Management Co. v. Liberty Mutual Fire Ins. Co.*, (Texas) (Duty to Defend). Ins. Lit. Rptr., Vol. 33, No. 12 (August 12, 2011)

81. *Stuart v. Pittman* (Oregon) (Agents and Brokers). Ins. Lit. Rptr., Vol. 33, No. 10 (July 8, 2011)
82. *Wood v. New Jersey Manufacturers Ins. Co.*, (New Jersey) (Bad Faith/Procedure). Ins. Lit. Rptr., Vol. 33, No. 10 (July 8, 2011)
83. *Lennar Corp. v. Transamerica Insurance Co.* (Arizona) (Bad Faith/Defenses). Ins. Lit. Rptr., Vol. 33, No. 8 (May 23, 2011)
84. *Allstate Ins. Co. v. Herron* (Alaska) (Bad Faith/Duty to Settle). Ins. Lit. Rptr., Vol. 33, No. 6 (April 22, 2011)
85. *Langwith v. American National General Ins. Co.* (Iowa) (Agents and Brokers). Ins. Lit. Rptr., Vol. 33, No. 4 (March 25, 2011)
86. *Westport Ins. Corp. v. VN Hotel Group, LLC* (Florida) (Liability Insurance/Legionnaires Disease). Ins. Lit. Rptr., Vol. 33, No. 4 (March 25, 2011)
87. *Ballesteros v. American Standard Ins. Co. of Washington* (Arizona) (UIM/UIM). Ins. Lit. Rptr., Vol. 33, No. 3 (March 7, 2011)

SPEAKER/PRESENTATIONS:

1. “Extra-Contractual & Bad Faith Liability” (June 2-3, 2016, New York, NY) (Topic: Creative Bad Faith Set Ups: Preventative Strategies and Techniques with Regard to Open Limits, Policy Limit Demands and Time Limit Demand Letters) Sponsored by American Conference Institute)
2. Third Annual “Insurance Law Institute” (February 4-5, 2016) (Panelist/*Damron* and *Morris* Agreements) Sponsored by the State Bar of Arizona.
3. “ACI’s 32nd National Forum on Bad Faith Claims & Litigation” (November 19-20, 2015, Miami, FL) (Topic: Bad Faith Set-Ups) Sponsored by American Conference Institute.
4. “Complex Insurance Coverage Analysis & Interpretation, A Systematic Approach” (March 24, 2015) Sponsored by Thomson Reuters.
5. “ACI’s 30th National Forum on Bad Faith Claims & Litigation” (March 16-17, 2015, Philadelphia, PA) (Topic: Claims Management Best Practices and Bad Faith Avoidance) Sponsored by American Conference Institute.
6. Second Annual “Insurance Law Institute” (January 29-30, 2015) (Panelist/Moderator for Bad Faith Panel Discussion) Sponsored by the State Bar of Arizona.
7. “28th National Advanced Forum On Bad Faith Claims & Litigation” (July 29, 2014, San Francisco, CA) (Topics: Removal Issue in Bad Faith Cases; Adjuster Negligence; Aiding & Abetting Claims) Sponsored by American Conference Institute.
8. “Annual CLE Meeting” (May 8, 2014, Salt Lake City, UT) (Topic: Discipline Without Assumptions: A Systematic Approach To Insurance Coverage Analysis) Sponsored by the Utah Defense Lawyers Association.
9. “27th National Advanced Forum On Bad Faith Litigation” (March 31, 2014, Philadelphia, PA) (Topics: Federal Removal Challenges In Bad Faith Litigation; Claim Adjuster Negligence) Sponsored by American Conference Institute.
10. First Annual “Insurance Law Institute” (January 30-31, 2014) (Topics: Building a General Understanding of Directors & Officers Insurance Policy Architecture and *Damron/Morris* Agreements; Panelist/Moderator for Judges Panel, *Damron/Morris* Panel, and Mediators Panel) Sponsored by the State Bar of Arizona.

11. "Arizona Tort Law Handbook Seminar" (August 27, 2013) (Topic: Product Liability/Product Liability Exclusions in CGL Policy) Sponsored by the State Bar of Arizona.
12. "25th National Advanced Forum On Bad Faith Litigation" (July 30-31, 2013, San Francisco, CA) (Topic: Bad Faith Set Ups) Sponsored by American Conference Institute.
13. "Effective Strategies For Avoiding Federal Court Removal In Insurance Cases" (May 21, 2013) Sponsored by Thomson Reuters.
14. "Discipline Without Assumptions: An Essential Exploration Into Coverage Analysis" (April 23, 2013) (Topic: Systematic Insurance Coverage Analysis) Sponsored by Thomson Reuters.
15. "Texas 20th Annual Insurance Symposium," (April 5, 2013, Dallas, TX) (Topic: Problems with Complex Coverage Analysis) Sponsored by Cooper & Scully as approved by Texas State Bar and Texas Department of Insurance.
16. "Arizona Tort Law Handbook Seminar," (February 1, 2013) (Topic: Dram Shop/Assault & Battery Exclusion/Intoxication Exclusion) Sponsored by the State Bar of Arizona.
17. "2013 Arizona Insurance Law," Chairperson/Speaker (January 31, 2013) (Topic: 2012 Amendments to 28 USCA § 1446) Sponsored by the State Bar of Arizona.
18. "Bad Faith Insurance Law," Chairperson (August 30, 2012) (Topic: Panel Member) Sponsored by the State Bar of Arizona.
19. "2012 Annual Convention," Speaker for Bad Faith Insurance Litigation Group/Insurance Law Section (July 28-August 1, 2012, Chicago, IL) (Topic: Effective Strategies for Avoiding Federal Court Removal in Insurance Cases) Sponsored by the American Association for Justice.
20. "22nd Annual CLE by the Sea," (July 18, 2012, San Diego, CA) (Topic: Witness Issues Arising in Civil Cases—Experts) Sponsored by the State Bar of Arizona.
21. "Litigation Basics II CLE" (April 26, 2012) (Topic: A Young Associate's Guide to Preparing for Bad Faith Litigation) Sponsored by Arizona Association of Defense Counsel, Young Lawyers Division.
22. "Arizona Insurance Law" (January 27, 2012) (Topic: Directors & Officers Coverage) Sponsored by the State Bar of Arizona.
23. The Medical Protective Company, National Claim Department Annual Conference (July 21, 2011, Fort Wayne, IN) (Topics: Bad Faith; Claim Handling).
24. "21st Annual CLE by the Sea," Chairperson/Speaker (July 14-16, 2011, San Diego, CA) (Topic: Settlement Agreements) Sponsored by the State Bar Arizona.
25. "Arizona Insurance Law" (January 27, 2011) (Topic: Insurance Coverage – Analysis & Interpretation) Sponsored by the State Bar of Arizona.
26. "Insurance Coverage Litigation" (October 11, 2010) (Topics: Interpreting Coverage Under the Insurance Contract and Bad Faith Litigation) Sponsored by the National Business Institute.
27. "Arizona Insurance Law" (January 22, 2010) (Topic: Automobile Liability Coverage) Sponsored by the State Bar of Arizona.
28. "Insurance Coverage Litigation" (October 12, 2009) (Topic: Common Types of Insurance Coverage Disputes) Sponsored by the National Business Institute.
29. "American Conference Institute's 19th National Advanced Forum on Bad Faith Litigation," Compendium Of References To Insurance Company Bad Faith Set Up Situations (April 29-30, 2009, San Francisco, CA) (Topic: Manufactured Claims: Strategically Avoiding and

- Properly Defending Against “Bad Faith Set-Ups”) Sponsored by American Conference Institute.
30. “Arizona Insurance Law” (January 23, 2009) (Topic: Third-Party Bad Faith in Arizona) Sponsored by the State Bar of Arizona.
 31. “Litigation Basics for the Civil Defense Associate” (December 2, 2008) (Topic: Fundamentals of Insurance Coverage Analysis) Sponsored by Arizona Association of Defense Counsel, Young Lawyers Division.
 32. Guest Lecturer (March 6, 2008) (Topic: Discovery Issues in Bad Faith Litigation) Arizona State University College of Law (LAW 691).
 33. “Arizona Insurance Coverage” (January 25, 2008) (Topic: Complex Coverage Analysis) Sponsored by the State Bar of Arizona.
 34. “Insurance Coverage and Claims Institute” (April 11-13, 2007, Chicago, Illinois) (Topic: Expert witnesses and Insurance coverage litigation) Sponsored by DRI.
 35. “*Daubert* and Use of Expert Witnesses in the Insurance Bad Faith Content” (April 4, 2007) Sponsored by Arizona Association of Defense Counsel.
 36. “Arizona Insurance Coverage” (January 25, 2007) (Topics: Complex Insurance Coverage Analysis and Directors & Officers Coverage) Sponsored by the State Bar of Arizona.
 37. “Insurance Coverage and Practice Symposium” (December 7-8, 2006, New York, NY) (Topic: Dirty Sox and Clean Directors: The Impact of Enron on D&O Issues) Sponsored by DRI.
 38. “Western Regional Claims Counsel Conference” (October 25, 2006, San Diego, CA) (Topic: Effective Use of “Colossus” Injury Analysis and Advice of Counsel to Avoid Bad Faith Liability Exposures) Sponsored by Progressive Insurance Group.
 39. “Complex Insurance Coverage Analysis” (September 20, 2006, Hartford, CT) Sponsored by Thomson/West Publishing.
 40. “Federalizing Catastrophic Insurance Losses” and “The Evolution of Disclosure Obligations Regarding Disseminating Health Information to Applicants by Life, Health & Disability Insurance Companies” (September 20, 2006, Hartford, CT) Sponsored by Thomson/West Publishing.
 41. “2005 NDDLA/SBAND Seminar” (September 23, 2005, Fargo, ND) (Topic: Discipline Without Assumptions, A Systematic Approach To Coverage Analysis) Sponsored by State Bar Association of North Dakota.
 42. “Insurance Coverage Topics” (February 9, 2005) (Topic: Use of Demonstrative Exhibits for Bad Faith Trials) Sponsored by Arizona Association of Defense Counsel.
 43. “Arizona Liability Insurance Coverage” (May 14, 2004) (Topic: Analyzing and Litigating Insurance Coverage Cases) Sponsored by the State Bar of Arizona.
 44. “Learn at Lunch” (January 14, 2004) (Topic: Waiver of Attorney Client Privilege and Advice of Counsel in the Context of Insurance Bad Faith) Sponsored by Arizona Association of Defense Counsel.
 45. “Tort Law” (December 5, 2003) (Topic: Insurance Bad Faith Analysis and Litigation) Sponsored by State Bar of Arizona.
 46. “The Nuts and Bolts of Litigating Insurance Coverage Questions” (January 8, 2003) (Topic: Discipline Without Assumptions, A Systemic Approach to Coverage Analysis) Sponsored by Arizona Association of Defense Counsel.

47. “Arizona Liability Insurance Coverage” (September 20, 2001) (Topics: *Damron/Morris* Agreements and Third-Party Bad Faith) Sponsored by the State Bar of Arizona.
48. “Insurance Litigation in Arizona” (October 20, 2000) (Topic: *Morris* Agreements and Third-Party Bad Faith) Sponsored by Lorman Education Services.
49. “Advanced Litigation Techniques Seminar” (December 10, 1999) (Topic: Bad Faith and Coverage Issues) Sponsored by the Arizona Association of Defense Counsel.
50. “The Most Advanced Insurance Seminar of the Year” (October 1, 1999) (Topic: *Morris/Damron* Agreements – How to Avoid the Often Subtle and Serious Pitfalls) Sponsored by the Arizona Trial Lawyers Association.
51. “Arizona Liability Insurance Coverage” (April 30, 1999) (Topic: Insurance: Developments in Judicial Rulings on Reservation of Rights Defenses and *Morris* Agreements) Sponsored by the State Bar of Arizona.
52. “The Phoenix Mini-Bar” (June 19, 1998) (Topic: How to Understand and Litigate Insurance Coverage in Arizona) Sponsored by Continuing Legal Education Options (CLE-Ops).
53. “The Law of Insurance Bad Faith: A Balanced Perspective” (April 24, 1998-Tucson; May 1, 1998-Phoenix) (Topic: Third-Party Bad Faith) Sponsored by the State Bar of Arizona.
54. “Sing a Song of Six Torts” (April 18, 1997) (Topic: First Party Bad Faith) Sponsored by the State Bar of Arizona.
55. “Recent Developments in Insurance Coverage Litigation: Environmental Coverage, Common Negligence and Bad Faith” (June 13, 1996) (Topic: Bad Faith) Sponsored by the Arizona Association of Defense Counsel.
56. “Essentials in Insurance and Bad Faith” (March 31, 1995) (Topic: Insurance Bad Faith from the Defense Perspective) Presented at the Arizona Statewide Minority Lawyers Bar Convention.
57. “Law of Insurance Bad Faith: A Beginning, but Not the End” (March 10, 1995) (Topic: Third Party Bad Faith) Sponsored by the State Bar of Arizona.
58. “Tort Reform: The November 8 Vote, What’s Law? What’s Not” (November 10, 1994) (Topic: Insurance Bad Faith, the Defense Perspective) Sponsored by the Arizona Association of Defense Counsel.
59. “Insurance Coverage Issues” (March 1, 1994) (Topic: Reservation of Rights Defenses and *Morris* Agreements) Sponsored by the Arizona Association of Defense Counsel.
60. “Insurance Coverage Litigation: An Overview of Key Areas of Concern to Lawyers” (November 18, 1993) (Topic: The Concurrent Causation Doctrine and the Standard Automobile Liability Policy) Sponsored by the State Bar of Arizona.
61. “Auto Insurance” (November 15, 1991) (Topic: Arizona’s Property and Casualty Insurance Guaranty Fund) Sponsored by Arizona Trial Lawyers Association.
62. “Insurance Coverage Litigation: An Overview of Key Areas of Concern to Lawyers” (March 9, 1990—Phoenix; April 20, 1990—Tucson) (Topic: Multiple Coverage Problems and the Standard Automobile Liability Insurance Policy; Arizona’s Property and Casualty Insurance Guaranty Fund) Sponsored by the State Bar of Arizona.
63. “Arizona Bad Faith Insurance Law: What Every Practitioner Should Know” (December 14, 1990) (Topic: Third-Party Bad Faith) Sponsored by the State Bar of Arizona.

64. “Contemporary Problems in Insurance Related Litigation” (May 5, 1989) (Topic: Developments in the Law Regarding Uninsured and Underinsured Automobile Liability Insurance Policies) Sponsored by the State Bar of Arizona.

PROFESSIONAL ACTIVITIES:

- Admitted to the State Bar of Arizona, 1982; U.S. District Court (Arizona), 1982; Ninth Circuit Court of Appeals, 1983; U.S. Court of Appeals (D.C. Circuit), 1989; U.S. Supreme Court, 2002; Tenth Circuit Court of Appeals, 2004.
- Licensed Insurance Broker, Arizona, 1974 to present (Property and Casualty; Accident and Health; Life).
- Chairman, CLE Committee, Young Lawyers Division, Arizona State Bar Association, 1990-1992.
- Member, Arizona State Bar Association, CLE Committee, 1990-1993; 2001-2004.