

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



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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 31 states, the Intermediate Appellate Courts in 21 states, 10 of the Federal Circuit Courts of Appeal, 42 Federal District Courts, and the Federal Court of Claims and Federal Bankruptcy Court. Mr. Plitt has also been cited in 91 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 and 2017 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 33 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 500 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)

INDUSTRY TEACHING

- Direct Instruction to Insurance Companies
Provided in-house training seminars on claim handling, bad faith, insurance regulations, Unfair Claims Settlement Practices Act, and Advice of Counsel to 22 insurance companies with adjusters attending from 11 different states)
- **CLAIM LITIGATION MANAGEMENT ALLIANCE (CLM)**
(1) 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;
(2) Faculty Instructor, CLM Claim College, Extra-Contractual School (Subject: Insurance Company Claim Handling Regulations and Practices).

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)
- Executive Council CLM Claim College, Extra-Contractual School

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*–2017) *First year insurance law was considered for inclusion within Arizona
- Selected 2012* and 2017 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®*” (2007-2017)
- 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 Preeminent Rated with Martindale-Hubbell®
- Legal Leaders – Top Rated Lawyers–Insurance Law (Top 5% of AV Preeminent Lawyers)
- American Society Of Legal Advocates (Top 100 Litigation Lawyers in Arizona).

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)
 - 2016 Annual Cumulative Supplement (605 pages)

3. THE CLAIM ADJUSTER'S AUTOMOBILE LIABILITY HANDBOOK. (West Publishing 2009)
 - 2016 Annual Cumulative Supplement (267 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. *Federal Reverse Preemption Of Uninsured And Underinsured Motorist Coverage Offering In The Digital Age: E-Sign And UETA Have Not Had A Significant Impact On State Offering Or Rejection Requirements.* KY. L.J., Vol. 104, No. 3 (2015-2016)
2. *Quihuis v. State Farm Mutual Automotive Insurance Company: A Potpourri Of Insurance Issues Resolved?* 9 ARIZ. SUMMIT L. REV., Issue 1 (Spring 2016)
3. *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)
4. *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)
5. *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)
6. *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)
7. *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)
8. *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)
9. *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)
10. *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)
11. *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)
12. *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)

13. *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)
14. *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)
15. *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)
16. *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)
17. *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)
18. *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)
19. *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. *Washington Court Further Clarifies Defense Counsel's Role In ROR Defense.* Claims Journal (January 10, 2017)
2. *Montana Courts Finds That Falling Boulders Constitute 'Earth Movement' For Purposes of Policy's 'Earth Movement' Exclusion.* Claims Journal (December 29, 2016)
3. *8th Circuit Holds Insured's Voluntary Mold Cleanup Costs Are Not Covered.* Westlaw Journal Insurance Coverage 2, Vol. 27, No. 11 (December 23, 2016)
4. *No Exceptions: Wisconsin Supreme Court Upholds Four Corners Rule.* Claims Journal (December 22, 2016)
5. *Liquidated Judgment Not Necessary For Equitable Subrogation.* Claims Journal (December 20, 2016)
6. *Washington Court Further Delineates Defense Counsel's Role In ROR Situations.* Westlaw Journal Insurance Coverage 2, Vol. 27, No. 10 (December 15, 2016)
7. *Set-Up On Failure To Defend Rejected In Florida.* Claims Journal (December 12, 2016)
8. *Failure To Re-Evaluate Is Bad Faith.* Claims Journal (December 7, 2016)\
9. *Pro Rata Allocation Comes To Louisiana.* Claims Journal (November 22, 2016)
10. *Notice-Prejudice Rule Adopted In Wyoming.* Claims Journal (November 16, 2016)
11. *Is Advertising Injury In The Bag?* Claims Journal (November 10, 2016)
12. *Alaska Law Bans Insurer Reimbursement For Defense Of Uncovered Claims.* Westlaw Journal Insurance Coverage 1, Vol. 27, No. 3 (October 28, 2016)
13. *Florida High Court Clarifies Uninsured Motorist Bad Faith Principles.* Claims Journal (October 21, 2016)
14. *Beyond A Reasonable Doubt Is Key For Application To Criminal Acts Exclusion.* Claims Journal (October 18, 2016)

15. *Offensive Orders Are Pollution And Excluded Under Homeowners Policy: No Exception.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 50 (September 22, 2016)
16. *Determining When A Criminal Act Exclusion Applies To The Duty To Defend.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 49 (September 16, 2016)
17. *Offensive Odors Are Pollutants According To South Carolina Court.* Claims Journal (September 12, 2016)
18. *Oregon Supreme Court Says Covenants Not To Execute In Insurance Disputes Are Not Releases.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 45 (August 19, 2016) and Westlaw Journal Insurance Bad Faith 2, Vol. 12, No. 12 (October 12, 2016)
19. *Stacking UIM Coverages Under Missouri Law.* Claims Journal (August 9, 2016)
20. *Kentucky Court Finds Tort Accrual Trigger For UM Claims Reasonable.* Claims Journal (August 5, 2016)
21. *The “Inferred Intent” Doctrine And Emotional-Distress Claims Arising From Housing Discrimination.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 42 (July 28, 2016)
22. *Determining Accrual Date For Minnesota UM/UIM Claims: Recent Case Decision.* Claims Journal (July 20, 2016)
23. *Ohio High Court Rejects Inferred-Intent Doctrine In Fair Housing Discrimination Case.* Claims Journal (July 15, 2016)
24. *Does Parental Discipline Suspend The Automobile “Regular Use” Exclusion?* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 40 (July 14, 2016)
25. *Washington Supreme Court Determines Test For Vehicle Use In UIM Context.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 38 (June 30, 2016) and Westlaw Journal Insurance Bad Faith 2, Vol. 12, No. 6 (July 20, 2016)
26. *Is A Foreign Exchange Student A “Ward” For Purposes Of UM/UIM And Medical Payments Coverage?* Claims Journal (June 28, 2016)
27. *Passing The Duty To Defend To The Excess Carrier.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 37 (June 24, 2016)
28. *Plaintiff’s Prayer For Coverage Is Answered In Illinois.* Claims Journal (June 1, 2016).
29. *Primary Insurer Must Exhaust Policy Via Payment To Pass Defense Obligation To Excess Insurer In New Hampshire.* Claims Journal (May 23, 2016)
30. *New York Case Is Assault And Battery Plain And Simple.* Claims Journal (May 18, 2016)
31. *Cracking The Known-Loss Doctrine.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 31 (May 13, 2016) and Westlaw Journal Insurance Bad Faith 2, Vol. 12, No. 3 (June 8, 2016)
32. *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)
33. *A Practical Approach To Pollution Exclusions.* Claims Journal (May 10, 2016)
34. *Strict Statutory Compliance Required To Enforce Named Insured Exclusion In Connecticut.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 30 (May 5, 2015) and Westlaw Journal Insurance Bad Faith 2, Vol. 12, No. 2 (May 25, 2016)
35. *Publicizing DNA Results Does Not Fall Within TCPA Exclusion.* Claims Journal (May 3, 2016)

36. *Eleventh Circuit Criticizes District Court For Focusing On Bad Faith Set-Up Conduct.* Claims Journal (April 29, 2016)
37. *Strict Statutory Compliance Required To Enforce Named Insured Exclusion In Connecticut.* Claims Journal (April 27, 2016)
38. *Insurer's Controlled Substance Exclusion Didn't Relieve Obligation To Defend Methadone Intoxication Death Case.* Claims Journal (April 18, 2016)
39. *Intentional And Criminal Acts Or Omissions Bar Coverage.* Westlaw Journal Insurance Coverage 1, Vol. 26, No. 26 (April 7, 2016)
40. *What's In A Name? Insurance Coverage?* Claims Journal (April 4, 2016)
41. *Some Knowledge Isn't Enough To Trigger Known-Loss Exclusion.* Claims Journal (March 29, 2015)
42. *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)
43. *Oregon Supreme Court Finds Covenants Not To Execute Are Not Releases.* Claims Journal (March 23, 2016)
44. *Washington High Court Decides What Constitutes "Use" For UIM Coverage Attachment.* Claims Journal (March 15, 2016)
45. *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)
46. *Covering The Disgorgement Of Legal Fees.* Claims Journal (January 27, 2016)
47. *Alternate Intentional Loss Exclusion Defeats Coverage for Wrongful Death From A Single, Criminal Blow.* Claims Journal (January 21, 2016)
48. *Eleventh Circuit Predicts Florida Will Reject Manifestation Trigger.* 2016 Windstorm Conference for Claims Journal (2016)
49. *Assigning Breach Of Contract Claim In Florida Doesn't Violate Policy's Anti-Assignment, Loss Payment Provisions.* Claims Journal (December 16, 2015)
50. *When Is A Claim For Reimbursement Of Defense Costs Ripe?* Claims Journal (December 14, 2015)
51. *Florida High Court: Citizens Property Insurance Immune From First Party Bad Faith Claims.* Claims Journal (December 8, 2015)
52. *Can An Insurer Seek Reimbursement For Uncovered Defense Costs Directly From Cumis Counsel?* Claims Journal (December 1, 2015)
53. *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)
54. *Hawaii High Court Adopts Equitable Subrogation In The Primary/Excess Insurance Context.* Claims Journal (November 3, 2015)
55. *Louisiana High Court Addresses Insurance Spoliation Issue.* Claims Journal (October 21, 2015)
56. *10th Circuit Finds Oklahoma Law Doesn't Require Excess Insurer To Proactively Seek Settlement.* Claims Journal (October 15, 2015)

57. *Rejection Of Adjuster Negligence Claims Affirmed.* Westlaw Journal Insurance Bad Faith 2, Vol. 11, No. 12 (October 14, 2015)
58. *Texas Supreme Court Upholds Anti-Concurrent-Causation Clauses In Property Policies.* Claims Journal (October 8, 2015)
59. *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)
60. *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)
61. *Ninth Circuit Finds Anti-Concurrent-Causation Clauses Unenforceable In Arizona.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 50 (September 17, 2015)
62. *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)
63. *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)
64. *Oklahoma Determines That Anti-Annulment Statute Applies To Claims-Made Policies.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 46 (August 20, 2015)
65. *Fifth Circuit Predicts Texas Law Will Validate Wasting Limit Policies.* Claims Journal (August 18, 2015)
66. *Rejection Of Adjuster Negligence Claims Affirmed.* Westlaw Journal Insurance Coverage 1, Vol. 25, No. 45 (August 14, 2015)
67. *Sixth Circuit Court Predicts Kentucky Will Reject The Adoption Of Reverse Bad Faith.* Claims Journal (August 12, 2015)
68. *California Court Finds That Fire Caused By Vagrant On Premises Is Not Excluded.* Claims Journal (July 30, 2015)
69. *A Homeowner Policy's Vacancy Exclusion Includes Arson In Florida.* Claims Journal (July 27, 2015)
70. *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)
71. *Virginia Attorney Seeks Coverage For Accident Because He Was Thinking About Work.* Claims Journal (July 23, 2015)
72. *Montana Supreme Court Adopts Notice-Prejudice Rule.* Claims Journal (July 21, 2015)
73. *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)
74. *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)
75. *Independent Insurance Adjuster Liability To Insureds: The Majority And Minority Views.* Ins. Lit. Rptr., Vol. 37, No. 9 (June 26, 2015)

76. *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)
77. *District Court Finds Policy Required Matching Color For Replacement Panels That Were Damaged.* Claims Journal (June 23, 2015)
78. *Right To Intervention Upheld By Montana Supreme Court.* Claims Journal (June 17, 2015)
79. *Employee Exclusion Applies To Both Actual And Statutory Employees Under Florida Law.* Claims Journal (June 10, 2015)
80. *Amplifying Louisiana's Anti-Annulment Statute.* Claims Journal (June 5, 2015)
81. *Defaming A Former Law Partner May Not Be Covered.* Claims Journal (June 1, 2015)
82. *Named Insured's Decision To Reject Higher UM Limits Was Not Binding On An Additional Insured.* Claims Journal (May 27, 2015)
83. *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)
84. *Innocent Insured Doctrine Doesn't Preclude Policy Rescission For Misrepresentation In The Application.* Claims Journal (April 15, 2015)
85. *Fair Debatability Defense Can Be Supported By Unpublished Court Decisions.* Claims Journal (April 7, 2015)
86. *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)
87. *Workers' Compensation Exclusive Remedy Bars Bad Faith Claim In North Carolina.* Claims Journal (March 24, 2015)
88. *Number of Courts Rejecting Insurance Adjuster Negligence Claims Grows.* Claims Journal (March 20, 2015)
89. *Standard Mortgage Clause Effects on Vacancy Restrictions In Homeowner Policies Under Minnesota Law.* Claims Journal (March 13, 2015)
90. *Supplementing The NAIC's Model Unfair Claims Settlement Practices Act: Accompanying State Regulations.* Ins. Lit. Rptr., Vol. 37, No. 3 (March 11, 2015)
91. *New Hampshire Court Finds Illegal Drug Activity Inherently Dangerous, Harmful Thus Liability Can't Constitute A Covered Occurrence.* Claims Journal (March 5, 2015)
92. *Offsetting Third Party Recoveries Against UIM Benefits.* Claims Journal (February 25, 2015)
93. *Notifying Additional Insureds Of Coverage Denials Under New York Law.* Claims Journal (February 25, 2015)
94. *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)
95. *A Jurisprudential Survey Of UM/UIM Statutes of Limitation.* Ins. Lit. Rptr., Vol. 37, No. 1 (February 5, 2015)
96. *Ohio Supreme Court Ruling: Context Is Everything.* Claims Journal (February 3, 2015)
97. *Reimbursing Defense Costs Under Alaska Law: A Request For Clarity.* Claims Journal (January 29, 2015)

98. *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)
99. *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)
100. *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)
101. *Arkansas Faulty Workmanship Statute Does Not Have Retroactive Application.* Claims Journal (December 11, 2014)
102. *Florida Appeals Court Provides Guidance On When An Insured's Bad Faith Lawsuit Is Ripe.* Claims Journal (December 5, 2014)
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315. *Insuring Against An Evil Mind: Punitive Damages Awards And The Uninsured And Underinsured Motorist.* Arizona Attorney, Vol. 25, No. 9 (1989)
316. *Let's Make A Deal: A Requiem for Reservation Of Rights Defenses In Arizona.* Arizona Bar Journal, Vol. 23, No. 6 (1988)
317. *When Is A Standardized Insurance Contract Binding: The Development Of The Reasonable Expectation Doctrine In Arizona.* Arizona Bar Journal, Vol. 23, No. 5 (1988)
318. *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. *Century Surety Co. v. Jim Hipner, LLC* (Wyoming) (Liability Insurance/Notice-Prejudice Rule) Ins. Lit. Rptr., Vol. 38, No. 16 (October 4, 2016)
2. *Arceneaux, et al. v. Amstar Corp.* (Louisiana) (Allocation/Defense Costs) Ins. Lit. Rptr., Vol. 38, No. 16 (October 4, 2016)
3. *American Family Mutual Ins. Co. v. Hansen* (Colorado) (Policy Interpretation) Ins. Lit. Rptr., Vol. 38, No. 12 (July 26, 2016)

4. *Bamford v. Regent Insurance Co.* (8th Cir., Nebraska) (Bad Faith/Duty to Settle) Ins. Lit. Rptr., Vol. 38, No. 12 (July 26, 2016)
5. *Country Mutual Ins. Co. v. Dahms* (Illinois) (Criminal Acts Exclusion) Ins. Lit. Rptr., Vol. 38, No. 10 (July 1, 2016)
6. *Arden v. Forsberg & Umlauf* (Washington) (Insurance Counsel/Conflict Of Interest) Ins. Lit. Rptr., Vol. 38, No. 10 (July 1, 2016)
7. *Hegseth v. American Family Mutual Ins. Group* (Minnesota) (UM/UIM Time Limits) Ins. Lit. Rptr., Vol. 38, No. 6 (April 20, 2016)
8. *State Farm Mutual Auto. Ins. Co. v. Riggs* (Kentucky) (UM/UIM Time Limits) Ins. Lit. Rptr., Vol. 38, No. 6 (April 20, 2016)
9. *Moore v. GEICO General Ins. Co.* (11th Cir., Florida) (Bad Faith/Duty to Settle) Ins. Lit. Rptr., Vol. 38, No. 4 (March 20, 2016)
10. *Dairyland Ins. Co. v. Mitchell* (Connecticut) (Auto Insurance/Exclusions) Ins. Lit. Rptr., Vol. 38, No. 4 (March 20, 2016)
11. *Christy v. Travelers Indemnity Co. of America* (10th Cir., New Mexico) (Reformation/Rescission) Ins. Lit. Rptr., Vol. 38, No. 2 (February 17, 2016)
12. *Martin v. Auto Owners Ins. Co.*, (Missouri) (Automobile Insurance/Stacking) Ins. Lit. Rptr., Vol. 38, No. 2 (February 17, 2016)
13. *Rent-A-Roofer, Inc. v. Farm Bureau Property & Casualty Ins. Co.* (Nebraska) (Notice-Prejudice/Voluntary Payments) Ins. Lit. Rptr., Vol. 37, No. 16 (October 6, 2015)
14. *Mesa v. Clarendon National Ins. Co.* (11th Cir., Florida) (Duty to Settle/Multiple Claims) Ins. Lit. Rptr., Vol. 37, No. 16 (October 6, 2015)
15. *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)
16. *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)
17. *Garcia v. GEICO General Ins. Co.* (11th Cir., Florida) (Bad Faith) Ins. Lit. Rptr., Vol. 37, No. 14 (September 11, 2015)
18. *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)
19. *Purscell v. TICO Ins. Co.* (8th Cir., Missouri) (Bad Faith/Duty to Settle) Ins. Lit. Rptr., Vol. 37, No. 13 (August 24, 2015)
20. *Atlantic Casualty Ins. Co. v. Greytak* (Montana) (Liability Insurance/Notice) Ins. Lit. Rptr., Vol. 37, No. 12 (August 14, 2015)
21. *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)
22. *BankInsure, Inc. v. Highland Bank* (8th Cir., Minnesota) (Fidelity Insurance/Causation) Ins. Lit. Rptr., Vol. 37, No. 7 (May 8, 2015)
23. *Lodholtz v. York Risk Services Group, Inc.* (Indiana) (Adjuster Liability) Ins. Lit. Rptr., Vol. 37, No. 4 (March 11, 2015)
24. *Badiali v. New Jersey Mfrs. Ins. Group* (New Jersey) (Bad Faith/Fairly Debatable Claims) Ins. Lit. Rptr., Vol. 37, No. 4 (March 11, 2015)

25. *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)
26. *Everest Indemnity Ins. Co. v. Rea* (Arizona) (Bad Faith/Advice of Counsel Defense) Ins. Lit. Rptr., Vol. 37, No. 2 (February 19, 2015)
27. *Quihuis v. State Farm Mutual Auto. Ins. Co.* (Arizona) (Bad Faith/Duty to Settle) Ins. Lit. Rptr., Vol. 37, No. 1 (February 5, 2015)
28. *In re Allstate County Mutual Ins. Co.* (Texas) (Bad Faith) Ins. Lit. Rptr., Vol. 36, No. 19 (November 13, 2014)
29. *RSUI Indemnity Co. v. American States Ins. Co.* (Louisiana) (Bad Faith/Excess Insurance) Ins. Lit. Rptr., Vol. 36, No. 19 (November 13, 2014)
30. *Williams v. Government Employees Ins. Co.* (South Carolina) (Auto Insurance/Policy Limits) Ins. Lit. Rptr., Vol. 36, No. 17 (October 13, 2014)
31. *Cammarata v. State Farm Florida Ins. Co.* (Florida) (Bad Faith) Ins. Lit. Rptr., Vol. 36, No. 17 (October 13, 2014)
32. *Indiana Ins. Co. v. Kopetsky* (Indiana) (Liability Insurance/Known Loss-Claim) Ins. Lit. Rptr., Vol. 36, No. 15 (September 10, 2014)
33. *Murphy v. Patriot Ins. Co.* (Vermont) (Adjusters) Ins. Lit. Rptr., Vol. 36, No. 15 (September 10, 2014)
34. *Fellowship of Christian Athletes v. AXIS Ins. Co.* (Missouri) (Liability Insurance/Policy Limits) Ins. Lit. Rptr., Vol. 36, No. 14 (August 20, 2014)
35. *Howe v. MMG Ins. Co.* (Maine) (Duty to Defend/Dog Bites) Ins. Lit. Rptr., Vol. 36, No. 14 (August 20, 2014)
36. *Springer v. Erie Ins. Exchange* (Maryland) (Liability Insurance/Business Pursuits Exclusion) Ins. Lit. Rptr., Vol. 36, No. 13 (August 8, 2014)
37. *Expedia, Inc. v. Steadfast Ins. Co.* (Washington) (Duty to Defend/Extrinsic Evidence) Ins. Lit. Rptr., Vol. 36, No. 13 (August 8, 2014)
38. *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)
39. *Cich v. National Life Ins. Co.* (Minnesota) (Disability Insurance) Ins. Lit. Rptr., Vol. 36, No. 11 (July 9, 2014)
40. *Metropolitan Property & Cas. Ins. Co. v. McCarthy* (Maine) (Liability Insurance/Sexual Misconduct Exclusion) Ins. Lit. Rptr., Vol. 36, No. 11 (July 9, 2014)
41. *Groce v. American Family Mut. Ins. Co.* (Indiana) (Agent & Brokers/Statute of Limitations) Ins. Lit. Rptr., Vol. 36, No. 8 (May 21, 2014)
42. *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)
43. *Nodak Mutual Ins. Co. v. Bahr-Renner* (North Dakota) (Auto Insurance/"Step Down" Endorsement) Ins. Lit. Rptr., Vol. 36, No. 4 (March 21, 2014)
44. *Wright v. Turner* (Oregon) (UIM/Policy Limits/Number of Accidents) Ins. Lit. Rptr., Vol. 36, No. 4 (March 21, 2014)
45. *AAA Mid-Atlantic Ins. Co. v. Ryan* (Pennsylvania) (Underinsured Motorist Coverage) Ins. Lit. Rptr., Vol. 36, No. 3 (March 4, 2014)

46. *City Center West, LP v. American Modern Home Ins. Co.* (Colorado) (Property Insurance/Assignments) Ins. Lit. Rptr., Vol. 36, No. 3 (March 4, 2014)
47. *Maddox v. Florida Farm Bureau General Ins. Co.* (Florida) (Policy Limits/Per Occurrence) Ins. Lit. Rptr., Vol. 36, No. 3 (March 4, 2014)
48. *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)
49. *United Services Automobile Ass'n v. Speed* (Washington) (Liability Insurance/Accident) Ins. Lit. Rptr., Vol. 36, No. 3 (March 4, 2014)
50. *Deeter v. Indiana Farmers Mut. Ins. Co.* (Indiana) (Property Insurance/Intentional Acts) Ins. Lit. Rptr., Vol. 36, No. 1 (February 3, 2014)
51. *Corn v. Farmers Ins. Co.* (Arkansas) (UIM/Trigger of Coverage). Ins. Lit. Rptr., Vol. 36, No. 1 (February 3, 2014)
52. *State Farm Fire and Casualty Co. v. Brechbill* (Alabama) (Bad Faith). Ins. Lit. Rptr., Vol. 35, No. 18 (October 18, 2013)
53. *Bardsley v. Government Employees Ins. Co.* (South Carolina) (Policy Interpretation/Other Insurance). Ins. Lit. Rptr., Vol. 35, No. 18 (October 18, 2013)
54. *State Farm Fire and Casualty Co. v. Schwan* (Montana) (Duty to Defend). Ins. Lit. Rptr., Vol. 35, No. 17 (October 1, 2013)
55. *Caron v. Horace Mann Ins. Co.* (Massachusetts) (Policy Interpretation/Reformation). Ins. Lit. Rptr., Vol. 35, No. 17 (October 1, 2013)
56. *Tweton v. Country Preferred Ins. Co.* (North Dakota) (UIM/Stacking). Ins. Lit. Rptr., Vol. 35, No. 14 (August 20, 2013)
57. *American States Ins. Co. v. LaFlam* (Rhode Island) (UM/UIM/Contractual Time Limits). Ins. Lit. Rptr., Vol. 35, No. 14 (August 20, 2013)
58. *De Smet Farm Mutual Ins. Co. of South Dakota v. Busskohl* (South Dakota) (Rescission). Ins. Lit. Rptr., Vol. 35, No. 14 (August 20, 2013)
59. *Starr Indemnity & Liability Co. v. SGS Petroleum Service Corp.* (Texas) (Excess Insurance/Notice-Prejudice). Ins. Lit. Rptr., Vol. 35, No. 14 (August 20, 2013)
60. *Colony Ins. Co. v. Human Ensemble, LLC* (Utah) (Bad Faith/Duty to Advise). Ins. Lit. Rptr., Vol. 35, No. 9 (June 5, 2013)
61. *O&G Industries, Inc. v. Aon Risk Services Northeast, Inc.* (Connecticut) (Agents & Brokers). Ins. Lit. Rptr., Vol. 35, No. 4 (March 18, 2013)
62. *Fedderson v. Columbia Ins. Group* (South Dakota) (Property Insurance/Innocent Co-Insureds). Ins. Lit. Rptr., Vol. 35, No. 1 (February 4, 2013)
63. *Pistalo v. Progressive Casualty Ins. Co.* (Indiana) (Bad Faith/Duty to Settle). Ins. Lit. Rptr., Vol. 35, No. 1 (February 4, 2013)
64. *American Building Supply Corp. v. Petrocelli Group, Inc.* (New York) (Agents & Brokers). Ins. Lit. Rptr., Vol. 34, No. 21 (December 23, 2012)
65. *Prest v. Louisiana Citizens Property Ins. Corp.* (Louisiana) (Agents & Brokers). Ins. Lit. Rptr., Vol. 34, No. 21 (December 23, 2012)
66. *Jones v. Farmers Ins. Exchange* (Utah) (Bad Faith). Ins. Lit. Rptr., Vol. 34, No. 18 (October 26, 2012)

67. *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)
68. *Stancil v. ACE USA* (New Jersey) (Bad Faith/Workers' Compensation). Ins. Lit. Rptr., Vol. 34, No. 18 (October 26, 2012)
69. *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)
70. *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)
71. *Hoover v. Maxum Indemnity Co.*, (Georgia) (Estoppel/Duty to Defend). Ins. Lit. Rptr., Vol. 34, No. 13 (August 13, 2012)
72. *In re XL Specialty Ins. Co.* (Texas) (Bad Faith/Discovery). Ins. Lit. Rptr., Vol. 34, No. 12 (July 30, 2012)
73. *Goheagan v. American Vehicle Ins. Co.* (Florida) (Bad Faith/Duty to Settle). Ins. Lit. Rptr., Vol. 34, No. 10 (July 9, 2012)
74. *Yan Fang Du v. Allstate Ins. Co.* (California) (Bad Faith/Duty to Settle). Ins. Lit. Rptr., Vol. 34, No. 10 (July 9, 2012)
75. *Amerex Group, Inc. v. Lexington Ins. Co.* (New York) (Appraisal). Ins. Lit. Rptr., Vol. 34, No. 10 (July 9, 2012)
76. *Quade v. Secura Insurance* (Minnesota) (Appraisal). Ins. Lit. Rptr., Vol. 34, No. 10 (July 9, 2012)
77. *Illinois Union Ins. Co. v. NRI Construction, Inc.* (Georgia) (Liability Insurance/Reimbursement). Ins. Lit. Rptr., Vol. 34, No. 8 (June 11, 2012)
78. *Vision One LLC v. Philadelphia Indem. Ins. Co.* (Washington) (Property Insurance/Ensuing Loss). Ins. Lit. Rptr., Vol. 34, No. 8 (June 11, 2012)
79. *Sprague v. Safeco Ins. Co. of America* (Washington) (Property Insurance/Ensuing Loss). Ins. Lit. Rptr., Vol. 34, No. 8 (June 11, 2012)
80. *Ennen v. Integon Indemnity Corp., GMAC*, (Alaska) (Bad Faith/Standing). Ins. Lit. Rptr., Vol. 34, No. 6 (April 16, 2012)
81. *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)
82. *Rogue v. Allstate Ins. Co.*, (Colorado) (Automobile Insurance/Road Rage). Ins. Lit. Rptr., Vol. 34, No. 2 (February 17, 2012)
83. *Employers Mutual Cas. Co. v. Holman Building Co., LLC*, (Alabama) (Procedure/Intervention). Ins. Lit. Rptr., Vol. 34, No. 1 (February 3, 2012)
84. *Emerson Electric Co. v. Marsh & McLennan Companies*, (Missouri) (Agents & Brokers/Fiduciary Duty). Ins. Lit. Rptr., Vol. 33, No. 18 (November 4, 2011)
85. *Remodeling Dimensions, Inc. v. Integrity Mutual Ins. Co.*, (Minnesota) (Insurance Defense Counsel). Ins. Lit. Rptr., Vol. 33, No. 14 (September 9, 2011)
86. *Weingarten Realty Management Co. v. Liberty Mutual Fire Ins. Co.*, (Texas) (Duty to Defend). Ins. Lit. Rptr., Vol. 33, No. 12 (August 12, 2011)
87. *Stuart v. Pittman* (Oregon) (Agents and Brokers). Ins. Lit. Rptr., Vol. 33, No. 10 (July 8, 2011)

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

SPEAKER/PRESENTATIONS:

1. “2016 Claims College: School of Extra-Contractual Claims” (September 7-9, 2016, Baltimore, MD) (Teaching Topic: Insurance Claim Handling Regulations, Statutes and Unfair Claims Settlement Practices Acts) Sponsored by CLM/Claims & Litigation Management Alliance
2. “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
3. Third Annual “Insurance Law Institute” (February 4-5, 2016) (Panelist/*Damron* and *Morris* Agreements) Sponsored by the State Bar of Arizona.
4. “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.
5. “Complex Insurance Coverage Analysis & Interpretation, A Systematic Approach” (March 24, 2015) Sponsored by Thomson Reuters.
6. “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.
7. Second Annual “Insurance Law Institute” (January 29-30, 2015) (Panelist/Moderator for Bad Faith Panel Discussion) Sponsored by the State Bar of Arizona.
8. “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.
9. “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.
10. “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.
11. 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.
12. “Arizona Tort Law Handbook Seminar” (August 27, 2013) (Topic: Product Liability/Product Liability Exclusions in CGL Policy) Sponsored by the State Bar of Arizona.
 13. “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.
 14. “Effective Strategies For Avoiding Federal Court Removal In Insurance Cases” (May 21, 2013) Sponsored by Thomson Reuters.
 15. “Discipline Without Assumptions: An Essential Exploration Into Coverage Analysis” (April 23, 2013) (Topic: Systematic Insurance Coverage Analysis) Sponsored by Thomson Reuters.
 16. “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.
 17. “Arizona Tort Law Handbook Seminar,” (February 1, 2013) (Topic: Dram Shop/Assault & Battery Exclusion/Intoxication Exclusion) Sponsored by the State Bar of Arizona.
 18. “2013 Arizona Insurance Law,” Chairperson/Speaker (January 31, 2013) (Topic: 2012 Amendments to 28 USCA § 1446) Sponsored by the State Bar of Arizona.
 19. “Bad Faith Insurance Law,” Chairperson (August 30, 2012) (Topic: Panel Member) Sponsored by the State Bar of Arizona.
 20. “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.
 21. “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.
 22. “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.
 23. “Arizona Insurance Law” (January 27, 2012) (Topic: Directors & Officers Coverage) Sponsored by the State Bar of Arizona.
 24. The Medical Protective Company, National Claim Department Annual Conference (July 21, 2011, Fort Wayne, IN) (Topics: Bad Faith; Claim Handling).
 25. “21st Annual CLE by the Sea,” Chairperson/Speaker (July 14-16, 2011, San Diego, CA) (Topic: Settlement Agreements) Sponsored by the State Bar of Arizona.
 26. “Arizona Insurance Law” (January 27, 2011) (Topic: Insurance Coverage – Analysis & Interpretation) Sponsored by the State Bar of Arizona.
 27. “Insurance Coverage Litigation” (October 11, 2010) (Topics: Interpreting Coverage Under the Insurance Contract and Bad Faith Litigation) Sponsored by the National Business Institute.
 28. “Arizona Insurance Law” (January 22, 2010) (Topic: Automobile Liability Coverage) Sponsored by the State Bar of Arizona.
 29. “Insurance Coverage Litigation” (October 12, 2009) (Topic: Common Types of Insurance Coverage Disputes) Sponsored by the National Business Institute.

30. "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.
31. "Arizona Insurance Law" (January 23, 2009) (Topic: Third-Party Bad Faith in Arizona) Sponsored by the State Bar of Arizona.
32. "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.
33. Guest Lecturer (March 6, 2008) (Topic: Discovery Issues in Bad Faith Litigation) Arizona State University College of Law (LAW 691).
34. "Arizona Insurance Coverage" (January 25, 2008) (Topic: Complex Coverage Analysis) Sponsored by the State Bar of Arizona.
35. "Insurance Coverage and Claims Institute" (April 11-13, 2007, Chicago, Illinois) (Topic: Expert witnesses and Insurance coverage litigation) Sponsored by DRI.
36. "*Daubert* and Use of Expert Witnesses in the Insurance Bad Faith Content" (April 4, 2007) Sponsored by Arizona Association of Defense Counsel.
37. "Arizona Insurance Coverage" (January 25, 2007) (Topics: Complex Insurance Coverage Analysis and Directors & Officers Coverage) Sponsored by the State Bar of Arizona.
38. "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.
39. "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.
40. "Complex Insurance Coverage Analysis" (September 20, 2006, Hartford, CT) Sponsored by Thomson/West Publishing.
41. "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.
42. "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.
43. "Insurance Coverage Topics" (February 9, 2005) (Topic: Use of Demonstrative Exhibits for Bad Faith Trials) Sponsored by Arizona Association of Defense Counsel.
44. "Arizona Liability Insurance Coverage" (May 14, 2004) (Topic: Analyzing and Litigating Insurance Coverage Cases) Sponsored by the State Bar of Arizona.
45. "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.
46. "Tort Law" (December 5, 2003) (Topic: Insurance Bad Faith Analysis and Litigation) Sponsored by State Bar of Arizona.

47. “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.
48. “Arizona Liability Insurance Coverage” (September 20, 2001) (Topics: *Damron/Morris* Agreements and Third-Party Bad Faith) Sponsored by the State Bar of Arizona.
49. “Insurance Litigation in Arizona” (October 20, 2000) (Topic: *Morris* Agreements and Third-Party Bad Faith) Sponsored by Lorman Education Services.
50. “Advanced Litigation Techniques Seminar” (December 10, 1999) (Topic: Bad Faith and Coverage Issues) Sponsored by the Arizona Association of Defense Counsel.
51. “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.
52. “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.
53. “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).
54. “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.
55. “Sing a Song of Six Torts” (April 18, 1997) (Topic: First Party Bad Faith) Sponsored by the State Bar of Arizona.
56. “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.
57. “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.
58. “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.
59. “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.
60. “Insurance Coverage Issues” (March 1, 1994) (Topic: Reservation of Rights Defenses and *Morris* Agreements) Sponsored by the Arizona Association of Defense Counsel.
61. “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.
62. “Auto Insurance” (November 15, 1991) (Topic: Arizona’s Property and Casualty Insurance Guaranty Fund) Sponsored by Arizona Trial Lawyers Association.
63. “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.

64. “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.
65. “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.