



MESSAGE FROM THE CHAIR
TO THE FRIENDS OF COZEN O'CONNOR:

We hope that most of you have already received the announcement of our name change from the National Insurance Department to the Global Insurance Group. This change, in part, simply reflects current operations, which include work in Central and South America, Europe and Asia. But the name change also represents our continuing transformation to a truly global insurance operation to meet the continuing globalization of the insurance industry we proudly serve. There will be more to follow on this in the coming months. For now, welcome to the "GIG."

We take pride at Cozen O'Connor in addressing new developments that will affect our clients. In this issue, we include a special report on two new decisions from New Jersey on bad faith in the UM/UIM context.

We are proud to announce that the [Honorable James Gardner Colins](#), former President Judge of the Commonwealth Court of Pennsylvania, has joined Cozen O'Connor. Judge Colins specializes in public utility and insurance regulation and will practice out of the Philadelphia office. Judge Colins served on the Commonwealth Court of Pennsylvania from 1984 to January 2008, is the longest-serving judge on the Commonwealth Court and the only one to have served two five-year terms as President Judge. An active participant in the judicial and legal communities, Colins served as a member and chairman of the Pennsylvania Judicial Conduct Board, handling and investigating complaints of judicial misconduct, and currently serves on the Supreme Court of Pennsylvania's Special Committee on Judicial Education.

Finally, we are proud to announce that [Peter Lynch](#) (San Diego) was awarded the Bronze Star Medal for meritorious service for his service in Al Anbar Province as Deputy Rule of Law Officer, II Marine Expeditionary Force, during Operation Iraqi Freedom. Lieutenant General Helland, Commander of the Marine Corps Forces Central Command, Marine Expeditionary Force presented the medal to Peter upon completion of his 14-month presidential recall to active duty. We are extremely proud of Peter and most of all, we are grateful that he is home with us again. Peter practices in the firm's Subrogation and Recovery Group.

Best regards,

William P. Shelley
Chair, Global Insurance Group
215.665.4142 | wshelley@cozen.com

IN THIS ISSUE

Message from the Chair 1

Special Report:

New Jersey Appellate Division's
Decisions Invite Challenges to Pickett's
Rule on First-Party Bad Faith Claims . . . 2

Recent Victories:

Appeals 4
Trial Court 5
Pro Bono 5
Noteworthy Honors, Appointments
and Publications 6

Coverage Attorneys
"In The Spotlight"

Past Events 7
Upcoming Events 8

- | | |
|--------------|-----------------|
| Philadelphia | New York |
| Atlanta | Newark |
| Charlotte | San Diego |
| Cherry Hill | San Francisco |
| Chicago | Santa Fe |
| Dallas | Seattle |
| Denver | Toronto |
| Houston | Trenton |
| London | Washington, DC |
| Los Angeles | W. Conshohocken |
| Miami | Wilmington |

SPECIAL REPORT:
NEW JERSEY APPELLATE DIVISION'S
DECISIONS INVITE CHALLENGES TO
PICKETT'S RULE ON FIRST-PARTY
BAD FAITH CLAIMS

Thomas McKay, III, Esq. and Ruth Greenlee, Esq.
(Cherry Hill)

Two recent decisions by the New Jersey Superior Court, Appellate Division, slammed the door on two first-party plaintiffs who sought to expand an insurer's bad faith exposure. At the same time, however, the decisions leave the door open for creative plaintiffs' counsel to continue the fight to expand first-party bad faith in New Jersey.

On July 14, 2008, in two uninsured and underinsured motorist (UM/UIM) cases, *Taddei v. State Farm Indemnity Co.*, No. A-3806-06T2 and *Accisano v. Allstate Ins. Co.*, No. A-0156-06T2, two

"The Appellate Division's expansive discussion (in Taddei) promises to have an impact on future bad faith litigation in the UM/UIM context."

different panels of the New Jersey Superior Court, Appellate Division, declined to expand the doctrine of *Rova Farms Resort, Inc. v. Investors Ins. Co. of America*, 65 N.J. 474 (1974), which applies where a third-party general liability insurer's bad faith failure to offer its policy in settlement exposes its insured to personal liability from a verdict in excess of policy limits. In *Taddei* and *Accisano*, the Appellate Division refused to recognize a novel recovery modeled on *Rova Farms* for UM/UIM insurers' delay in resolving and refusal to pay first-party policy limits.

The Appellate Division panel that decided *Taddei* (Judges Lisa, Simonelli, and King) went beyond what was necessary to decide the case, expressing doubts in the UM/UIM context about the sufficiency of the bad faith "fairly debatable standard" under *Pickett v. Lloyd's*, 131 N.J. 457, 621 A.2d 445 (1993) in

which the New Jersey Supreme Court authorized a first-party bad faith claim for undisputed property damage. Bad faith was never pled in either *Taddei* or *Accisano*. The pleadings never requested consequential damages from any alleged bad faith. The plaintiffs never moved to amend his or her pleadings to include such a claim. Plaintiff, Leona C. Taddei, however, filed a second bad faith case in the New Jersey Superior Court, Law Division, now pending a decision on State Farm's motion to dismiss under New Jersey's entire controversy doctrine. Not surprisingly, the Appellate Division found no error in the trial courts' refusal to address the plaintiffs' belated claims of bad faith. The issue was never before the trial courts nor the Appellate Division.

Despite the procedural posture of the cases on the belated bad faith claims, the Appellate Division in *Taddei* went on to discuss the principles it deems relevant and necessary to explain why the trial judge did not err in declining to rule on plaintiff's late-assertion of bad faith. The Appellate Division's expansive discussion promises to have an impact on future bad faith litigation in the UM/UIM context.

In New Jersey, *Rova Farms* provides a remedy to a third-party general liability insured for its carrier's bad faith failure to settle within policy limits, allowing the insured to recover from the insurer the verdict amount in excess of policy limits. The *Rova Farms* rationale, based on the unique fiduciary relationship between an insured and its general liability carrier who controls the defense, does not permit an insurer that chooses not to settle within policy limits to gamble with its insured's money. *Rova Farms*, 65 N.J. at 492-96, 501-02, 323 A.2d at 495. In *Taddei* and *Accisano*, the Appellate Division ruled that *Rova Farms* simply does not apply in the first-party coverage context because the insured's assets are not placed at risk for failure to settle within policy limits.

Taddei dealt briefly with the concern that without a remedy modeled on *Rova Farms*, UM/UIM insurers will have no incentive to conscientiously and timely settle meritorious claims, noting that "the record contains no evidence of any pervasive industry strategy to stonewall UM claims for nefarious purposes." *Taddei v. State Farm Indemnity Co.*, No. A-3806-06T2, 2008 N.J. Super. LEXIS 141, *14 (App. Div. June 30, 2008).

Although *Taddei* presented no evidence of nefarious strategies by the UM/UIM industry, *Rova Farms* had recognized over thirty years ago that insurers' settlement decisions may be "polluted by institutional considerations which ignore the interests of the specific insured involved." *Id.* at 499, 323 A.2d at 495. Such institutional interests include "a purpose to keep future settlement costs down, to numb the public's claim-consciousness, to create a conservative image for the discouragement of future claimants or to establish favorable precedents, none of which purposes has anything to do with the protection of the particular insured at hand." *Ibid.* *Rova Farms* also recognized that carriers might pursue institutional interests whether or not they were liable for the entire amount of a specific adverse verdict. *Ibid.*

Although rejecting a remedy modeled on *Rova Farms*, *Taddei* unequivocally announced that a plaintiff has the right to assert a claim against its UM/UIM insurer for breaching the covenant of good faith and fair dealing implied in the insurance contract under *Pickett v. Lloyd's, supra*. The plaintiff insured who believes his carrier has acted in bad faith thus is not restricted solely to the offer-of-judgment remedy set forth in the *New Jersey Rules of Court, Rule 4:58-1, et seq.* But the measure of damages, if plaintiff can prove bad faith, is not unlimited. It remains to be any foreseeable consequential damages in accordance with New Jersey's long adherence to the rule in *Hadley v. Baxendale*, 9 Ex. 341, 156 Eng.Rep. 145 (1854), "that the defendant is not chargeable for loss that he did not have reason to foresee as a probable result of the breach when the contract was made." *Donovan v. Bachstadt*, 91 N.J. 434, 444, 453 A.2d 160 (1982). This would include costs of litigation, expenses for experts and counsel fees, and prejudgment interest. Such damages, however, are not measured by the amount of damages the jury finds for the UM/UIM insured's injuries:

We can conceive of no reason to limit a UM claimant's remedy, if he or she believes the insurer has acted in bad faith, to the offer of judgment rule. The existence of the rule should not bar an aggrieved insured from pursuing a meritorious claim against the insurer for breach of the covenant of good faith and fair dealing, and the ability to recover all consequential damages, and, in an exceptional and particularly egregious case,

even be permitted to pursue punitive damages.

[*Taddei v. State Farm Indemnity Co.*, No. A-3806-06T2, 2008 N.J. Super. LEXIS 141, *22 (App. Div. June 30, 2008).]

There is now some controversy in New Jersey about the potential impact of *Taddei* and *Accisano* on the "fairly debatable standard" of *Pickett*. That standard is based on the summary judgment standard, requiring that "a claimant who could not have established as a matter of law a right to summary judgment on the substantive claim would not be entitled to assert a claim for an insurer's bad-faith refusal to pay the claim." *Id.* at 473, 621 A.2d 445. Although *Taddei* noted that the "fairly debatable" formulation was not before the court in the posture in which the case came to it, the court plainly expressed its reservation about whether the standard should apply in the UM/UIM context, and then went on to quote at length from the Rhode Island Supreme Court as an example of an alternative approach:

Although a fairly debatable claim is a necessary condition to avoid liability for bad faith, it is not always a sufficient condition. Rather, we are satisfied that the appropriate inquiry is whether there is sufficient evidence from which reasonable minds could conclude that in the investigation, evaluation, and processing of the claim, the insurer acted unreasonably and either knew or was conscious of the fact that its conduct was unreasonable.

[*Skaling v. Aetna Ins. Co.*, 799 A.2d 997, 1011 (R.I. 2002).]

This approach will likely be reflected in UM/UIM bad faith claims going forward until New Jersey's appellate courts rule again on the issue.

Taddei suggests that the fairly stringent *Pickett* standard for undisputed property damage claims should undergo a more liberal modification in the context of UM/UIM cases because the evaluation of an insurer's good faith in failing to settle in that context differs significantly from *Pickett*-type property damage claims. Although UM/UIM claims and *Pickett*-type property damage claims are both first-party claims, UM/UIM claims involve subjectively determinable, unliquidated bodily injury claims whereas *Pickett* claims involve objectively determinable, property damage claims. In *Pickett*, the

property damages were undisputed. On the other hand, potential recoveries for unliquidated bodily injury claims typically cover very broad ranges that are difficult to predict with any certainty.

The Appellate Division's rulings in *Taddei* and *Accisano* suggest that the present Pickett standard does not provide a sufficient basis on which to impose bad faith liability for an UM/UIM carrier's trifling with its good faith obligations to its insured. A broadened rule stands to place a heavier burden

for failure to settle on the UM/UIM insurer who sacrifices the interests of its insured for its own interests.

Thomas McKay, III is the Office Managing Partner of the Cherry Hill office. His practice focuses primarily on insurance coverage, arson and insurance fraud investigations and defense, and first party bad faith defense. Ruth Greenlee concentrates her practice in appellate advocacy, complex insurance coverage litigation with a focus on commercial property claims, and bad faith.

RECENT VICTORIES: APPEALS

FORMER DALLAS COWBOY'S PETITION FOR REHEARING DENIED

Donald Mitchell v. ACE American Ins. Co., No. 07-10962 (5th Cir. March 31, 2008)

The United States Court of Appeals for the Fifth Circuit agreed with the arguments of [Alicia Curran](#) (Dallas) and [Kendall Hayden](#) (Dallas) and denied Petitioner /Appellant (and former Dallas Cowboy) Donald Mitchell's Petition for Rehearing. The Court's decision affirmed the trial court's decision granting the insurer's motion for summary judgment and dismissed Mitchell's claim for \$1 million of benefits allegedly due under a professional disability policy.

The Fifth Circuit rejected Mitchell's two arguments. First, the Court refused to consider an ambiguity argument regarding the definition of the word "participate" because Mitchell failed to make the argument to the District Court. (The court noted that even if the ambiguity argument had not been waived, Mitchell would have lost the point.) Second, the Court rejected Mitchell's argument that he should be covered despite failing to meet the policy requirements of the Elimination Period and the rehabilitation clause. Considering the Policy as a whole, the Court ruled that the rehabilitation clause functioned to limit coverage, not enlarge the insurer's exposure by doing away with the Elimination Period.

NO COVERAGE FOR COMPLETED OPERATIONS CLAIM

Hartford Ins. Co. v. Ohio Cas. Ins. Co., ___ P.3d ___, 2008 WL 2718869 (Wash.App. 2008) (Nos. 57943-6-I, 58345-0-I)

[Bill Knowles](#) (Seattle) and [Katina Thornock](#) (Seattle) successfully convinced the Washington State Court of Appeals to

affirm summary judgment in favor of our client against another insurer. This construction defect coverage decision was a matter of first impression in Washington.

In the lower court, the Cozen team successfully moved for summary judgment to dismiss the other insurer's contribution action. The other insurer appealed. The Court of Appeals delivered the first published decision in Washington holding that endorsement language that limits additional insurance to liability arising from the named insured's ongoing operations does not extend to completed operations claims such as those presented in construction defect litigation.

PETITION FOR REVIEW GRANTED IN WASHINGTON

American Best Food, Inc. v. Alea London, Ltd., 138 Wn. App. 674, 158 P.3d 119 (2007), appeal pending.

Despite the Washington State Supreme Court's denial rate of over ninety percent, [J.C. Ditzler](#), [Melissa O'Loughlin White](#) and [Molly Siebert Eckman](#) (all Seattle) convinced the Court to grant a Petition for Review on behalf of an insurer. The issue at the heart of the case is whether the policy's exclusion for bodily injury that "arises out of" assault excludes coverage for alleged "exacerbation" of assault-derived injuries.

This case involves a shooting at the insured nightclub that caused injury to a patron. After the shooting but before medical help arrived, the nightclub's staff moved the injured patron. There was no evidence of separate injury caused by the staff's actions. The patron sued the nightclub for negligence.

Relying upon the policy language and Washington precedent, the insurer denied coverage. The nightclub made a request for reconsideration that relied upon distinguishable out-of-

state authorities, and the insurer denied coverage again. The nightclub sued the insurer.

The trial court concluded that the injuries necessarily arose out of the assault, and dismissed the case on summary judgment. Then the Washington State Court of Appeals reversed, ignoring on point Washington law and relying on out of state authority to hold that the policy did not necessarily exclude coverage for claims of post-assault negligence. The Court of Appeals also stated that the insurer's mere awareness of out-of-state authorities could be evidence of bad faith. And now the Cozen squad has successfully brought the issue to the State Supreme Court's doorstep.

ANOTHER PETITION FOR REVIEW GRANTED

Stephens v. Omni Ins. Co., 138 Wn.App. 151, 159 P.3d 10 (2007), review granted by *Panag v. Farmers Ins. Co.*, 180 P.3d 1290, and by *Stephens v. Omni Ins. Co.*, 180 P.3d 1291 (April 1, 2008)

Once again proving that the Washington State Supreme Court rejection rate of over ninety percent does not apply to cases argued by Cozen O'Connor, [Melissa O'Loughlin White](#) and [Kevin Michael](#) (Seattle) persuaded the Washington State Supreme Court to grant review in two cases involving the applicability

RECENT VICTORIES: TRIAL COURT

DISTRICT COURT GRANTS SUMMARY JUDGMENT IN FAVOR OF INSURER IN ERISA MATTER

[Bruce Lichtcsien](#) (Chicago) recently convinced the United States District Court for the Northern District of Illinois to enter summary judgment in favor of an insurer in an ERISA matter involving accidental death benefits. *Nunnery v. Sun Life Assurance Company of Canada (U.S.)*, No. 06 C 5908 (N.D.Ill. 2008). The claimant's wife suffered from a variety of illnesses including Crohn's disease and epilepsy. At the time of

RECENT VICTORIES: PRO BONO

MAN SAVED FROM EVICTION AFTER NEW YORK CITY BAR REFERRAL FOR POA DRAFTING

[William Broudy](#) (New York Downtown) and [Laurance Shapiro](#) (New York Downtown) saved a man from being evicted after the New York City Bar referred the man to Bill to assist in the preparation of a Power of Attorney for the man's ailing wife.

of Washington's Consumer Protection Act to subrogation demand letters.

Both cases involve allegations that a collection agency violated Washington's Consumer Protection Act when it sent subrogation recovery demand letters to uninsured drivers who were believed to be at fault for causing motor vehicle accidents and resulting damages. Those damages were paid by the not-at-fault driver's insurer and subrogation recovery efforts followed.

In the underlying opinion, the Washington State Court of Appeals concluded that a collection agency's practice of sending subrogation recovery demand letters to an uninsured motorist violated Washington's Consumer Protection Act. The Court of Appeals took issue with the collection agency's use of the term "amount due" when no fault determination had been made. Petitions for review were filed in the Washington State Supreme Court on behalf of the collection agency, Credit Control Services, Inc., that urged the Court to address the issue of whether adversarial parties have standing to sue under Washington's Consumer Protection Act. Due to the efforts of White and Michael, the Washington State Supreme Court granted review on April 1, 2008, and heard oral argument on June 24, 2008.

her death, she was taking over 20 prescription medications. The claimant sought accidental death benefits on the theory that his wife's death was the result of an accidental overdose because many of her medications were missing when she was discovered. The insurer argued that the claimant's wife died from natural causes which was consistent with the autopsy report and other official reports of death and that the toxicology screen did not show lethal levels of any of the wife's medications. The District Court agreed.

The referral was only the start to an extensive and successful pro bono representation.

After the man's wife passed away, Bill obtained full survivor benefits for him from his wife's pension fund. An appeal was necessary to obtain these benefits.

The client's income was too low to pay his rent and he fell into arrears and was served with a Notice of Eviction. With procedural guidance from Cozen O'Connor Commercial Litigation Group members [Menachem Kastner](#) and [Todd Lamb](#) (New York Midtown), [Bill Broudy](#) reopened the proceedings and moved the case into the Housing Court for four months while filing a Supreme Court action against the NYC Human Resources Administration and the landlord by an Order to Show Cause, staying the eviction and seeking a rent arrears allotment. The case survived a procedural assault in the

Appellate Division and inspired the rent arrears grant by the Human Resources Administration. Because of the Cozen team's efforts, all past due rent was paid and the eviction was averted.

PERMANENT RESIDENT STATUS GRANTED

[J.C. Ditzler](#) (Seattle) successfully obtained permanent resident status for a former Columbian national who was persecuted in her home country. Previously, J.C. had obtained asylum for her. He completed the job by successfully obtaining a green card for her.

NOTEWORTHY HONORS, APPOINTMENTS AND PUBLICATIONS

HONORS

[Stephen A. Cozen](#), [William P. Shelley](#), [Joshua Wall](#), [Michael F. Henry](#) and [Gaele McLaughlin Barthold](#) (all Philadelphia), [Patrick J. O'Connor](#) (West Conshohocken), [Joann Selleck](#) (San Diego), and [Thomas M. Jones](#), [William Knowles](#), [J.C. Ditzler](#), and [Robert A. Meyers](#) (all Seattle) have been named "Super Lawyers" for 2008-09.

[Thomas M. Jones](#) (Seattle) has been re-elected to the Cozen O'Connor Board of Directors. Tom is Vice Chair of the Global Insurance Group and Chair of the Electronic Discovery and Records Management Practice Area. Other Global Insurance Group members on the Board of Directors include [William P. Shelley](#) (Philadelphia), [Thomas McKay III](#) (Cherry Hill), and [Joseph A. Ziemianski](#) (Houston).

[Kendall Hayden](#) (formerly Kelly) (Dallas) was recognized as a Rising Star in the 2008 *Super Lawyers* edition of the *Texas Monthly*.

[Richard Wegryn](#) (West Conshohocken) was named Chair of the Board of Directors of the Boys & Girls Clubs of Philadelphia for a two-year term. As Chair of the Board, Rick was asked to throw out the first pitch at the Phillies v. The Marlins game. Boys & Girls Clubs is a national organization that has been serving the Philadelphia community since 1887, and offers developmental, social and recreational services for children from preschool age through age 18.

PUBLICATIONS

[William P. Shelley](#), [Jacob C. Cohn](#) and [Joseph A. Arnold](#) (Philadelphia) co-authored an article entitled "The Need for Transparency

Between the Tort System and Section 524(g) Asbestos Trusts," which was published in the *Norton Journal of Bankruptcy Law and Practice*, Vol. 17, No. 2 (April 2008).

[Thomas M. Jones](#) and [Matthew D. Taylor](#) (Seattle) are two of the co-authors of "Considerations Governing Establishment of Document Retention Periods for International Organizations," which appeared in the May/June 2008 issue of the *Information Management Journal*, published by ARMA International.

[Thomas M. Jones](#) (Seattle) and [Joann Selleck](#) (San Diego) collaborated on a November 2007 Cozen O'Connor white paper entitled "The Santa Ana Wind-Driven 2007 Southern California Wildfires: A Preliminary First-Party Factual and Legal Analysis of the Santa Ana Wind-Driven Wildfires."

[Thomas M. Jones](#) and [William F. Knowles](#) (Seattle) published an article entitled "Exhaustion of Self-Insured Retentions in Continuous or Progressive Loss Cases," which appeared in *Lexis-Nexis Coverage*, vol. 17, no.7 (Sept./Oct. 2007).

[Joseph Ziemianski](#) and [Tyler Henkel](#) (Houston) co-authored an article entitled "Using Careful Policy Drafting to Protect Contribution and Subrogation Rights Post-Mid-Continent," which was published in the June 2008 Edition of the ACE Group Claims Bulletin.

[Denise Brinker Bense](#) (West Conshohocken) and [Michael J. Smith](#) (West Conshohocken) co-authored an article entitled "Multiple Claimants And Insufficient Policy Limits - Slicing Up The Pizza Pie Without Getting Burned!," which was published in *Mealey's Litigation Report: Insurance Bad Faith*, Vol. 22, No.1 (May 6, 2008).

COVERAGE ATTORNEYS “IN THE SPOTLIGHT”

PAST EVENTS

For a copy of materials or other related information, we invite you to contact the listed speakers at their respective offices at the numbers listed on the back page of this issue.

Cozen O'Connor collaborated with the Oklahoma City University School of Law to present a first annual seminar on [The Risks and Opportunities of Climate Change](#). The half-day seminar, held at The National Constitution Center in Philadelphia, Pennsylvania on June 17, 2008, was moderated by [Thomas M. Jones](#) (Seattle) and featured Cozen attorneys [Peter J. Fontaine](#) (Cherry Hill), [William F. Stewart](#) (West Conshohocken), and other leading experts in the field. The keynote speaker was Fred Krupp, President of the Environmental Defense Fund and New York Times best-selling author of *Earth: The Sequel—The Race to Reinvent Energy and Stop Global Warming*.

[Thomas M. Jones](#) (Seattle) spoke on the topic “E-Discovery in Insurance” at the DRI Electronic Discovery Annual E-Discovery Program in New York City on April 17-18, 2008.

[Thomas M. Jones](#) (Seattle) gave a presentation entitled “Hobbling Through the Three-Legged World of Insurance Mediation: How to Get More Third-Party Liability Cases Settled,” at the ABA Section of Dispute Resolution’s Tenth Annual Spring Conference in Seattle, Washington in April 2008.

[Thomas M. Jones](#) (Seattle) spoke on “Coverage for Food Contamination Claims” at the PLRB/LIRB Claim Conference in Boston, Massachusetts in April 2008.

[Francine L. Semaya](#) (New York Downtown) served as the Arrangements Chair for the 2008 ABA/TIPS Annual Meeting held August 8 - August 12, 2008, for a historic evening at Ellis Island and the TIPS 75th Anniversary celebration at the United Nations, in New York City. She also co-chaired the August 2008 TIPS program at the Waldorf-Astoria on “The Terrorism Risk Insurance Act – TRIA’s Nuts and Bolts and Lessons.” Fran also presented the 4th annual Kirsten Christophe Memorial Award during the UN event. The Kirsten Christophe Memorial Award is presented annually to a TIPS member who demonstrates expertise in insurance law or trial practice, and most importantly, who personifies the exemplary attributes of

Kirsten, who perished in the terrorist attack on the World Trade Center – balancing career, family and philanthropic activities. Fran was the first recipient of the award in 2004.

[Christopher Kende](#) (New York Downtown) recently spoke at a two-day symposium held by the University of Oran in Oran Algeria on Risk Assessment and Management. His topic was part of a roundtable discussion on international legal issues in large catastrophic losses and he presented a paper on the use of expert evidence under the United States legal system. The symposium was also sponsored by Groupe Sonatrach, the government-owned oil and gas company and was presided over by the Minister of Education and Scientific Research of the Algerian Republic.

[Christopher Kende](#) (New York Downtown) also spoke in Paris at the annual maritime conference sponsored by the French Maritime Law Association on June 30, 2008. The conference, called “Ripert Day” after a famous French maritime law professor, was devoted to the *Erika* oil spill which was recently the subject of a major court decision in France. Chris discussed recent developments under the U.S. Oil Pollution Act of 1990, passed in the wake of the Exxon Valdez disaster.

Additionally, [Christopher Kende](#) (New York Downtown) spoke in February 2008 at the Winter Seminar of the UIA in Vail, Colorado, on Liability and Damages under United States Tort Law.

[Deborah Minkoff](#) (Philadelphia) moderated and spoke at PBI seminars in Pittsburgh and Philadelphia in August 2008. The seminars were entitled Claims Made and Professional Liability Coverage. Deborah’s topic was “Practical Issues in Enforcement of Claims Made Policies.” [Lawrence Jackson](#) (Philadelphia) was also on the faculty of the August 2008 PBI seminars, presenting on the topic “Whose Line is It?,” which focused on the differences between professional liability risks and general liability risks.

[Helen A. Boyer](#) (Seattle) was an organizer of and spoke in the Mealey’s Teleconference: Top 5 Issues Facing the Insurance Industry in July of 2008. Helen’s presentation was on the topic “Environmental Coverage Update and the Transition to Pollution Insurance Products.”

Michael J. Smith (West Conshohocken) co-presented a speech with Federal Magistrate Judge (and former Cozen O'Connor Member) David Strawbridge on "Federal Magistrate Judge Practice" at the June 11, 2008 Annual Meeting of the Philadelphia Association of Defense Counsel (PADC). Mike is also the Treasurer of the PADC.

Beth A. Stroup (Chicago) spoke at the Chicago Bar Associations' YLS Insurance Law Committee Meeting on April 17, 2008 in Chicago, Illinois. Her presentation was entitled "Emerging Issues in Insurance Coverage: Examining Coverage Issues Involving E-Commerce and the Internet."

UPCOMING EVENTS

We invite your attendance at the following events. For information, you may contact the speaker at his or her office at the numbers listed on the back page of this issue.

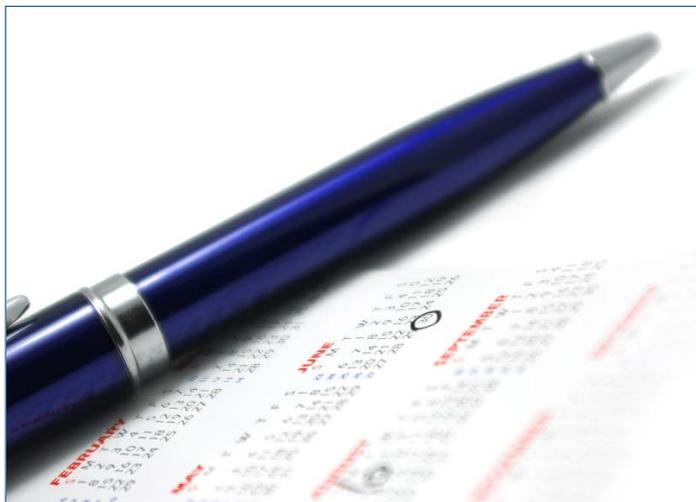
Thomas M. Jones (Seattle) will speak at the American Conference Institute's Insurance Enterprise Content Management Seminar December 3-4, 2008 in New York City. Tom will speak on "Beyond the Smoke and Mirrors: Choosing the Best Vendor to Achieve Your Records Management Goals." Credits are available. Register at www.americanconference.com or call 212.352.3220.

Thomas M. Jones (Seattle) is Program Chair of the DRI Electronic Discovery Seminar that will take place May 7-8, 2009 in New York City. Tom will moderate a Judicial Roundtable on the topic "Emerging E-Discovery Issues." Credit are available and registration information is at www.dri.org or 312.795.1101.

Francine L. Semaya (New York Downtown) will be chairing Practising Law Institute's September 17, 2008 Reinsurance Law 2008 program and moderating a session on, "The Board Room - Emergency Meeting: Interactive Crisis Management Hypothetical." CLE credit is available and more information can be found at www.pli.edu or 800.260.4PLI. It will be held in NYC.

Francine L. Semaya (New York Downtown) will be conducting Business Insurance magazine's October 23, 2008 Webinar on, "State vs. Federal Insurance Regulatory Issues". This is a free event and registration information is available at www.businessinsurance.com.

Bill Knowles (Seattle) will be leading a panel presentation titled "Global Warming: What Does It Mean For The Insurance Industry?" during the Pacific Northwest PCU Industry Day in Seattle on October 27, 2008. Registration information is available at <http://pacificnorthwest.pcusociety.org>.



**MARK YOUR CALENDARS FOR THESE
UPCOMING SEMINAR DATES**
presented by Cozen O'Connor's Global Insurance Group

SEPTEMBER 25 - Seattle, WA
OCTOBER 29 - New York, NY
OCTOBER 30 - Dallas, TX

*For more information regarding
any of these events, please contact Trisha Ross
at 215.665.2187 or pross@cozen.com.*

INSURANCE COVERAGE OBSERVER AND ALERT! EDITORS

Helen Boyer (Seattle)
206.373.7204 | hboyer@cozen.com

Marianne May (Newark)
212.9081238 | mmay@cozen.com

Kellyn J.W. Muller (Cherry Hill)
856.910.5063 | kmuller@cozen.com



DIRECTORY OF OFFICES

PRINCIPAL OFFICE: PHILADELPHIA

1900 Market Street • Philadelphia, PA 19103-3508

P: 215.665.2000 or 800.523.2900

F: 215.665.2013

For general information please contact:

Joseph A. Gerber, Esq.

ATLANTA

SunTrust Plaza
303 Peachtree Street, NE
Suite 2200
Atlanta, GA 30308-3264
P: 404.572.2000 or 800.890.1393
F: 404.572.2199
Contact: Kenan G. Loomis, Esq.

CHARLOTTE

301 South College Street
One Wachovia Center, Suite 2100
Charlotte, NC 28202-6037
P: 704.376.3400 or 800.762.3575
F: 704.334.3351
Contact: T. David Higgins, Jr., Esq.

CHERRY HILL

LibertyView
457 Haddonfield Road, Suite 300,
P.O. Box 5459
Cherry Hill, NJ 08002-2220
P: 856.910.5000 or 800.989.0499
F: 856.910.5075
Contact: Thomas McKay, III, Esq.

CHICAGO

222 South Riverside Plaza, Suite 1500
Chicago, IL 60606-6000
P: 312.382.3100 or 877.992.6036
F: 312.382.8910
Contact: Tia C. Ghattas, Esq.

DALLAS

2300 Bank One Center
1717 Main Street
Dallas, TX 75201-7335
P: 214.462.3000 or 800.448.1207
F: 214.462.3299
Contact: Anne L. Cook, Esq.

DENVER

707 17th Street, Suite 3100
Denver, CO 80202-3400
P: 720.479.3900 or 877.467.0305
F: 720.479.3890
Contact: Brad W. Breslau, Esq.

HOUSTON

One Houston Center
1221 McKinney Street, Suite 2900
Houston, TX 77010-2009
P: 832.214.3900 or 800.448.8502
F: 832.214.3905
Contact: Joseph A. Ziemianski, Esq.

LONDON

9th Floor, Fountain House
130 Fenchurch Street
London, UK
EC3M 5DJ
P: 011.44.20.7864.2000
F: 011.44.20.7864.2013
Contact: Richard F. Allen, Esq.

LOS ANGELES

777 South Figueroa Street
Suite 2850
Los Angeles, CA 90017-5800
P: 213.892.7900 or 800.563.1027
F: 213.892.7999
Contact: Mark S. Roth, Esq.

MIAMI

Wachovia Financial Center
200 South Biscayne Boulevard
Suite 4410
Miami, FL 33131
P: 305.704.5940 or 800.215.2137
F: 305.704.5955
Contact: Richard M. Dunn, Esq.

NEW YORK

45 Broadway Atrium, Suite 1600
New York, NY 10006-3792
P: 212.509.9400 or 800.437.7040
F: 212.509.9492
Contact: Geoffrey D. Ferrer, Esq.

909 Third Avenue
New York, NY 10022
P: 212.509.9400 or 800.437.7040
F: 212.207.4938
Contact: Geoffrey D. Ferrer, Esq.

NEWARK

One Gateway Center, Suite 2600
Newark, NJ 07102-5211
P: 973.353.8400 or 888.200.9521
F: 973.353.8404
Contact: Rafael Perez, Esq.

SAN DIEGO

501 West Broadway, Suite 1610
San Diego, CA 92101-3536
P: 619.234.1700 or 800.782.3366
F: 619.234.7831
Contact: Blanca Quintero, Esq.

SAN FRANCISCO

425 California Street, Suite 2400
San Francisco, CA 94104-2215
P: 415.617.6100 or 800.818.0165
F: 415.617.6101
Contact: Joann Selleck, Esq.

SANTA FE

125 Lincoln Avenue, Suite 400
Santa Fe, NM 87501-2055
P: 505.820.3346 or 866.231.0144
F: 505.820.3347
Contact: Harvey Fruman, Esq.

SEATTLE

Washington Mutual Tower
1201 Third Avenue, Suite 5200
Seattle, WA 98101-3071
P: 206.340.1000 or 800.423.1950
F: 206.621.8783
Contact: Jodi McDougall, Esq.

TORONTO

One Queen Street East, Suite 1920
Toronto, Ontario M5C 2W5
P: 416.361.3200 or 888.727.9948
F: 416.361.1405
Contact: Christopher Reain, Esq.

TRENTON

144-B West State Street
Trenton, NJ 08608
P: 609.989.8620
Contact: Rafael Perez, Esq.

WASHINGTON, DC

The Army and Navy Building
1627 I Street, NW, Suite 1100
Washington, DC 20006-4007
P: 202.912.4800 or 800.540.1355
F: 202.912.4830
Contact: Barry Boss, Esq.

WEST CONSHOHOCKEN

200 Four Falls Corporate Center
Suite 400, P.O. Box 800
West Conshohocken, PA 19428-0800
P: 610.941.5400 or 800.379.0695
F: 610.941.0711
Contact: Ross Weiss, Esq.

WILMINGTON

Chase Manhattan Centre, Suite 1400
1201 North Market Street
Wilmington, DE 19801-1147
P: 302.295.2000 or 888.207.2440
F: 302.295.2013
Contact: Mark E. Felger, Esq.

PLEASE CONTACT ANY OF OUR OFFICES FOR ADDITIONAL INFORMATION OR VISIT US ONLINE AT WWW.COZEN.COM