

**CURRICULUM VITAE**  
**OF**  
**MITCHELL LEE LATHROP**

November 2020

**Licensed to Practice Law:**

Admitted to practice law in the following jurisdictions and courts:

- California
- New York
- District of Columbia
- U.S. Supreme Court
- U.S. Courts of Appeals for the Second, Fifth, Ninth, Tenth,  
District of Columbia and Federal Circuits
- U.S. District Courts for the Northern, Eastern, Central and Southern Districts of  
California; the Northern, Eastern, Southern and Western Districts of New York;  
the Eastern District of Michigan; the Southern District of Texas and the District of  
Columbia
- U.S. Tax Court
- U.S. Court of Appeals for the Armed Forces
- U.S. Court of International Trade
- U.S. Court of Federal Claims
- U.S. Court of Appeals for Veterans Affairs

Previously admitted *pro hac vice* for the handling of specific cases in Arkansas, Arizona, Colorado, Connecticut, Delaware, Idaho, Illinois, Indiana, Iowa, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Vermont, Washington, Wisconsin and West Virginia.

Certified General Courts Martial trial and defense counsel under Article 27(b) of the Uniform Code of Military Justice, 10 U.S.C. §827(b).

**Educational Background:**

Preparatory education at The Thacher School, Ojai, California. B.Sc. in Engineering, United States Naval Academy, Annapolis, Maryland. J.D., University of Southern California Law School. Postgraduate education: Securities Law, University of Southern California Law School. Environmental Engineering, Industrial Waste Conference, Purdue University, 1988, 1989. Insurance & Reinsurance Arbitration, ARIAS-US, annual courses from 1997 through 2013. International Commercial Arbitration, ICC, Paris, 2005. Diplomate in International Arbitration Law, College of Law of England and Wales, 2006.

**Educational Background (cont'd):**

Advanced arbitration training, Chartered Institute of Arbitrators, London, 2007. Certificate in Advanced Mediation, Straus Institute for Dispute Resolution, Pepperdine University School of Law. Advanced mediation training, International Institute for Conflict Prevention and Resolution ("CPR").

**Recognitions:**

Martindale-Hubbell "A" rated in both California and New York

Listed in *The Best Lawyers in America* (2006-present)

Listed in *Super Lawyers* (2005-present)

Lawyer representative to the Ninth Circuit Judicial Conference from the U.S. District Court for the Southern District of California, 2011-2014

*Best Lawyers'* 2012 San Diego Insurance Law Lawyer of the Year

Certified Civil Trial Advocate, National Board of Trial Advocacy, 1982-2011

A.M. Best Recommended Insurance Expert

**Arbitrator and Mediator Qualifications and Appointments:**

Chartered Arbitrator

Fellow, Chartered Institute of Arbitrators (U.K.)

Arbitrator, American Arbitration Association ("AAA") National Panel

Arbitrator, International Centre for Dispute Resolution ("ICDR")

Arbitrator, A-List, Federation of Integrated Conflict Management ("FICM")

Arbitrator, Japan Commercial Arbitration Association

Arbitrator, Reinsurance Association of America

Arbitrator, Financial Industry Regulatory Authority ("FINRA")

Arbitrator, International Chamber of Commerce

Arbitrator, London Court of International Arbitration

### **Arbitrator and Mediator Qualifications and Appointments (cont'd):**

Member, Association Internationale de Droit des Assurances Reinsurance and Insurance Arbitration Society, U.S. (“ARIAS•US”)

Member, Association Suisse de l'Arbitrage

Arbitrator, Association of Insurance and Reinsurance Run-Off Companies (“AIRROC”)

Member, Association for International Arbitration (“AIA”)

Arbitrator, Vienna International Arbitration Center

Arbitrator, Cairo Regional Centre for International Commercial Arbitration

Member, International Council for Commercial Arbitration (“ICCA”)

Member, Southern California Mediation Association

Member, Association for Conflict Resolution (“ACR”)

### **Arbitrations and Mediations Conducted:**

Served as sole arbitrator, party arbitrator or counsel in over 200 mediations and arbitrations. Due to the confidential nature of mediation and arbitral proceedings, further information cannot be provided except as required by disclosure rules of the particular jurisdiction or provider organization in a specific mediation or arbitral proceeding.

### **Reported Decisions:**

Served as counsel in the following cases in which appellate decisions were rendered:

- (1) *County of Los Angeles v. Superior Court (Eason Monroe)*, 253 Cal.App.2d 670, 62 Cal.Rptr. 435 (1967).
- (2) *Hofberg v. County of Los Angeles*, 258 Cal.App.2d 433; 65 Cal.Rptr. 759 (1968).
- (3) *Hart v. County of Los Angeles*, 260 Cal.App.2d 412, 67 Cal.Rptr. 242 (1968).
- (4) *Heyer v. Flaig*, 70 Cal.2d 223, 74 Cal.Rptr. 225, 449 P.2d 161 (1969).
- (5) *Warrington v. Charles Pfizer and Co., Inc.*, 274 Cal. App. 2d 564, 80 Cal. Rptr. 130 (1969).

## Reported Decisions (cont'd):

- (6) *Cunningham v. Litton Industries*, 413 F.2d 887 (9th Cir. 1969).
- (7) *Snyder v. Superior Court*, 9 Cal.App.3d 579, 89 Cal.Rptr. 534 (1970).
- (8) *Sheffet v. County of Los Angeles*, 3 Cal.App.3d 720, 84 Cal.Rptr. 11 (1970).
- (9) *Nestle v. City of Santa Monica*, 6 Cal.3d 920, 101 Cal.Rptr. 568, 496 P.2d 480 (1972).
- (10) *Douglas v. Herald Examiner*, 50 Cal.App.3d 449, 123 Cal.Rptr. 683 (1975).
- (11) *In re U.S. Financial Securities Litigation*, 375 F.Supp. 1403 and 385 F.Supp. 586 (Jud.Pan.Mult.Lit. 1974); 22 F.R.Serv.2d 710 (S.D.Cal. 1975); 75 F.R.D. 702 (1977); later decision, 609 F.2d 411 (9th Cir. 1979), cert. denied sub. nom. *Gant v. Union Bank*, 446 U.S. 929, 100 S.Ct. 1866, 64 L.Ed.2d 281 (1980).
- (12) *Fabrikant v. Bache & Co.*, 609 F.2d 411 (9th Cir. 1979).
- (13) *The Pegasus Fund, Inc. v. Laraneta*, 617 F.2d 1335 (9th Cir. 1980).
- (14) *Crystal Growers Corp. v. Dobbins*, 616 F.2d 458 (10th Cir. 1980).
- (15) *Draney v. Wilson, Morton, Assaf & McElligott*, 1981 U.S. Dist. LEXIS 15819 (D. Ariz., June 19, 1981), later decision, 1984 U.S. Dist. LEXIS 23093 (D. Ariz., October 2, 1984).
- (16) *Trone v. Smith*, 553 F.2d 1207 (9th Cir. 1977); later decision, 621 F.2d 994 (9th Cir. 1980).
- (17) *Jones v. Stevenson*, 149 Cal.App. 3d 560; 197 Cal.Rptr. 25 (1983).
- (18) *Dominguez v. Superior Court*, 139 Cal.App.3d 692, 189 Cal.Rptr. 5 (1983).
- (19) *Chappel v. Wallace*, 462 U.S. 296, 103 S.Ct. 2362, 76 L.Ed.2d 586 (1983).
- (20) *AIU Insurance Co. v. Superior Court (OIL Insurance Limited)*, 177 Cal.App.3d 281, 222 Cal.Rptr. 880 (1986).
- (21) *In re American Principals Holdings, Inc. Securities Litigation*, 1987 U.S. Dist. LEXIS 16944 (S.D. Cal., July 9, 1987), later decision, 1987 U.S. Dist. LEXIS 16945 (S.D. Cal., July 9, 1987).

## Reported Decisions (cont'd):

- (22) *Fireman's Fund v. Ex-Cell-O Corporation*, 685 F.Supp. 621 (E.D. Mich. 1987); 702 F.Supp. 1317 (E.D. Mich. 1988), *later decision*, 720 F.Supp. 597 (E.D. Mich. 1989).
- (23) *Liberty Mutual Ins. Co. v. Insurance Corp. of Ireland*, 693 F.Supp. 340 (W.D. Pa. 1988).
- (24) *Leksi, Inc. v. Federal Insurance Co.*, 129 F.R.D. 99 (D.N.J. 1989), *later decision*, 736 F. Supp. 1331 (D.N.J. 1990).
- (25) *Westinghouse v. Aetna Casualty & Surety*, 227 N.J.Super. 504, 547 A.2d 1167 (1988), *rev'd*. 233 N.J. Super. 463, 559 A.2d 435 (1989).
- (26) *AIU Insurance Co. v. Superior Court (FMC Corp.)*, 51 Cal.3d 807, 274 Cal.Rptr. 820, 799 P.2d 1253 (1990).
- (27) *Calipatria Land Co. v. Lujan*, 793 F. Supp. 241 (S.D. Cal. 1990).
- (28) *United States Fidelity & Guaranty Company v. Morrison Grain Company, Inc.*, 734 F.Supp. 437 (D. Kan. 1990), *aff'd*, 999 F.2d 489 (10th Cir. 1993).
- (29) *Grisham v. Maryland Casualty Co.*, No. 88-3063, W.D. Ark., February 9, 1989, *aff'd* 927 F.2d 1039 (8th Cir. 1991), *aff'd on rehrq.*, 951 F.2d:872 (8th Cir. 1991), *rehrg. and suggestion for rehrq. en banc denied*, 1992 U.S. App. LEXIS 835 (8th Cir., January 24, 1992).
- (30) *Sangamo Weston, Inc. v. National Surety Corp.*, 307 S.C. 143, 414 S.E.2d 127 (S.C. S.Ct. 1992).
- (31) *Oklahoma Publishing Co. v. Kansas City Fire and Marine Ins. Co.*, 805 F. Supp. 905 (W.D. Okla. 1992).
- (32) *Fibreboard Corporation v. Puritan Insurance Co.*, 1993 Cal. LEXIS 1946 (Cal. App. 1993) (unpublished).
- (33) *Armstrong World Industries, Inc. v. Aetna Casualty & Surety Co.*, 35 Cal.App.4th 192, 26 Cal.Rptr.2d 35 (1993), *mod. on denial of rehrq.* December 13, 1993; *rev. granted* January 27, 1994; *trans.* October 19, 1995 to Ct. App., 1st Dist., Div. 1, *with directions to vacate its decision and reconsider in light of Montrose Chemical Corp. v. Admiral Ins. Co.*, 10 Cal. 4th 645 (1995); *later decision*, 45 Cal.App.4th 1, 52 Cal.Rptr.2d 690 (1996).

## Reported Decisions (cont'd):

- (34) *Shell Oil Company v. Winterthur Swiss Insurance Company, et al.*, 12 Cal.App.4th 715, 15 Cal.Rptr.2d 815 (1993), *as modified*, February 22, 1993, 1993 Cal. App. LEXIS 156, *rev. denied*, 1993 Cal. LEXIS 2542.
- (35) *A.Y. McDonald Industries, Inc. v. Insurance Company of North America*, 842 F. Supp. 1166 (N.D. Iowa 1993).
- (36) *Pacific Landmark Hotel v. Marriott Corporation*, 19 Cal.App.4th 615 (1993), *modified, rehrg. denied*, 19 Cal.App.4th 1552i, *rev. denied*, 1994 Cal. LEXIS 625 (1994).
- (37) *Insurance Co. of North America v. Gould, Inc.*, 1994 Ohio App. LEXIS 3360 (Ohio App., July 28, 1994).
- (38) *First State Insurance Co. v. Minnesota Mining and Manufacturing Co.*, 535 N.W.2d 684 (Minn. App. 1995).
- (39) *Ieyoub ex rel. Louisiana v. American Tobacco Co.*, 1997 U.S. Dist. LEXIS 24219 (W.D. La., September 11, 1997), *later decision*, 1999 U.S. Dist. LEXIS 21742 (W. D. La., March 12, 1999).
- (40) *Aerojet-General Corp. v. Transport Indemnity Insurance Co.*, 50 Cal.App.4th 354, 53 Cal.Rptr.2d 398 (1996); *aff'd in part, rev'd in part*, 17 Cal. 4th 38, 70 Cal. Rptr. 2d 118, 948 P.2d 909 (1997).
- (41) *Marathon Oil Co. v. A.G. Ruhrgas*, 182 F.3d 291 (5th Cir. 1999).
- (42) *County of Santa Clara v. United States Fidelity & Guarantee Co.*, 1999 U.S. App. LEXIS 7623 (9th Cir., April 19, 1999) (unpublished).
- (43) *Dow Corning Corp. v. Continental Casualty Co., Inc.*, 1999 Mich. App. LEXIS 2920 (Mich. App., October 12, 1999).
- (44) *Roberts v. Sentry Life Insurance*, 76 Cal. App. 4th 375, 90 Cal. Rptr. 2d 408 (1999).
- (45) *Hoepker v. Kruger*, 2001 U.S. Dist. LEXIS 13043 (S.D.N.Y., August 28, 2001), *later decision*, 200 F.Supp.2d 340 (S.D.N.Y. 2002).
- (46) *SMI-Owen Steel Co. v. St. Paul Fire & Marine Insurance Co.*, 199 F.R.D. 209 (S.D. Tex. 2001), *later decision*, 2006 U.S. Dist. LEXIS 12232 (S.D. Tex., March 7, 2006).

## Reported Decisions (cont'd):

- (47) *Liggett Group, Inc. v. Affiliated FM Ins. Co.*, 2001 Del. Super. LEXIS 385 (Del. Super. Ct., New Castle County, October 1, 2001), *aff'd sub nom. Liggett Group Inc. v. Ace Prop. & Cas. Ins. Co.*, 798 A.2d 1024 (Del. 2002).
- (48) *Consolidated Edison Company of New York, Inc. v. Allstate Ins. Co.*, 283 A.D.2d 322, 724 N.Y.S.2d 853 (2001), *leave to appeal granted*, 97 N.Y.2d 603, 760 N.E.2d 1288, 735 N.Y.S.2d 492 (2001), *aff'd*, 98 N.Y.2d 208, 774 N.E.2d 687, 746 N.Y.S.2d 622 (2002).
- (49) *Low v. Golden Eagle Insurance Co.*, 104 Cal.App.4th 306, 128 Cal.Rptr.2d 423 (2002).
- (50) *In re Golden Eagle Insurance Company in Liquidation (Low v. Cogan)*, 2002 Cal. App. Unpub. LEXIS 10830 (Cal. App., November 22, 2002) (unpublished).
- (51) *Home Insurance Co. v. Appleton Papers, Inc.*, 2002 U.S. Dist. LEXIS 213 (S.D.N.Y., January 8, 2002).
- (52) *Philadelphia Indemnity Ins. Co. v. Employers Ins. Co. of Wausau*, 318 F.Supp.2d 170 (S.D.N.Y. 2004).
- (53) *In re: Kaiser Aluminum Corp.*, 343 B.R. 88 (D. Del. 2006).
- (54) *North Coast Women's Care Medical Group, Inc. v. Superior Court of San Diego County (Guadalupe T. Benitez)*, 137 Cal.App.4th 781, 40 Cal.Rptr.3d 636 (2006), *rehrg. denied* April 7, 2006, 2006 Cal. App. LEXIS 504, *rev. granted*, 46 Cal.Rptr.3d 605, 139 P.3d 1 (2006), *later decision*, 44 Cal.4th 1145, 81 Cal.Rptr.3d 708 (2008).
- (55) *DeMille v. Citizens Business Bank*, 2007 Cal. App. LEXIS 2121 (Cal. App., November 7, 2007) (unpublished).
- (56) *Crumb v. A.W. Chesterton Co.*, 2010 Ohio Misc. LEXIS 1097 (Ohio Common Pleas, November 23, 2010).
- (57) *Duke v. A.W. Chesterton Co.*, 2010 Ohio Misc. LEXIS 1098 (Ohio Common Pleas, December 14, 2010).
- (58) *MediVas, LLC v. Marubeni Corp.*, 2011 U.S. Dist. LEXIS 19160 (S.D. Cal., February 28, 2011).

- (59) *Tortona v. Shinseki*, 2012 U.S. App. Vet. Claims LEXIS 1719, 2012 WL 3192628 (Ct. App. Vet. Claims, Aug. 7, 2012).

**Publications - Articles:**

- (1) “Legal Malpractice: Plaintiffs, Limiting Statutes and *Heyer v. Flaig*,” 37 *Ins. Counsel J.* 258 (1970).
- (2) “Legal Malpractice and Rule 10b-5 Liability: Pitfalls for the Occasional Securities Practitioner,” 5 *Loy.L.A.L.Rev.* 449 (1972) (with William F. Rinehart).
- (3) “The Exposure of the Patent Attorney to Claims for Legal Malpractice: The New Frontier,” 3 *Am.Pat.L.A.J.* 220 (1975).
- (4) “A Lawyer's Primer for the Use of Computers in Litigation,” California Continuing Education of the Bar, Annual Trial Practice Institute, December, 1986.
- (5) “Apportioning Cleanup Costs at Superfund Sites: The Cost Allocation Method,” Defense Research Institute, February, 1987 (with Andrew C. Harvey).
- (6) “Coverage Issues in the Handling of Environmental Insurance Claims,” monograph, February, 1987 (with Kathy P. Waring).
- (7) “An Overview of Superfund and its Impact on Commercial Transactions,” California Bankers Association, Bank Counsel Seminar, April, 1987.
- (8) “Environmental Insurance Coverage,” monograph, December, 1987.
- (9) “Discovery of Computer-Based Litigation Support Systems,” California Continuing Education of the Bar, June, 1988.
- (10) “How Did We Get Here? An Overview of Issues Affecting Environmental Insurance Coverage,” Northwest Center for Professional Education, July, 1988.
- (11) “Excess Umbrella and Reinsurance Issues in Environmental Cases,” Defense Research Institute, October, 1988.
- (12) “Evaluating and Reporting Environmental Exposures for Financial Statements and Securities Law Compliance,” Executive Enterprises, Inc., November, 1988 (with Frederick W. Lambert).



**Publications - Articles (cont'd):**

- (13) “Disputes Between Direct Insurers,” Practicing Law Institute, March, 1989 (with Kimball Ann Lane).
- (14) “Basic Environmental Insurance Law and Practice (Property and Casualty),” monograph, April, 1989.
- (15) “Environmental and Toxic Tort Claims from the Insurer's Perspective” Practicing Law Institute, May, 1989.
- (16) “The Environmental Engineer as an Expert in Litigation,” *Proceedings 44th Purdue Industrial Waste Conference*, (1989), reprinted in 2 *Env. Claims Jour.* 65 (1989).
- (17) “Environmental Insurance Coverage Litigation and Issues,” California Judges' Conference, The Rutter Group, 1989.
- (18) “Attorney-Client Privilege and Attorney Work Product in the Context of Environmental Insurance Coverage Litigation,” Defense Research Institute, 1989.
- (19) “Disputes Between Direct Insurers,” Practicing Law Institute, 1990.
- (20) “Environmental Insurance Coverage Disputes from the Perspective of the Insurer,” Practicing Law Institute, 1990.
- (21) “Insuring Environmental Risks,” *Business Insurance Law and Practice*, Matthew Bender, 1990.
- (22) “Attorney-Client Privilege and Attorney Work Product Immunity in Insurance Coverage Litigation,” Defense Research Institute, 1990.
- (23) “Personal Injury and Advertising Injury Coverage in the Context of Environmental Insurance Coverage Litigation,” Defense Research Institute, August, 1991.
- (24) “Excess Insurance and Insurance Coverage Litigation,” American Bar Association, Insurance Coverage Litigation Committee, March, 1993.
- (25) “Reinsurance,” Defense Research Institute, October, 1993.
- (26) “Environmental Insurance Coverage: The Current Crisis,” HazMat West, April, 1994.

## **Publications - Articles (cont'd):**

- (27) "Reinsurance and Environmental Claims," Executive Enterprises, May, 1994.
- (28) "Are Declaratory Judgment Costs Recoverable from Reinsurers? A Supplement," Strategic Research Institute, May, 1994.
- (29) "Where the Buck Stops, Reinsurance in 1994 and After," Defense Research Institute, October, 1994.
- (30) "ECO/XPL: Who Pays What?," Strategic Research Institute, January, 1995.
- (31) "What Every Lawyer Ought to Know about Reinsurance (But Too Few Do)!" San Diego County Bar Association, Insurance/Bad Faith Section, June, 1995.
- (32) "Reinsurance Disputes: The Three Big Topics in Today's Reinsurance Industry," Strategic Research Institute, June, 1995.
- (33) "Settlement Techniques in MGP and Environmental Insurance Coverage Cases: Thoughts from the Trenches," Fulcrum Information Services, Inc., May, 1996
- (34) "Current Developments in Reinsurance," Defense Research Institute, June, 1996.
- (35) "Mediating Reinsurance Insolvency Disputes," American Bar Association Section of Business Law, June, 1996.
- (36) "Breast Implant Insurance Coverage Litigation from the Insurers' Perspective," Mealey's Breast Implant Litigation Conference, September, 1996.
- (37) "Tobacco-Related Litigation and the Insurance Industry: Where Will it Go?" Fulcrum Insurance Coverage for Tobacco and Tobacco-Related Litigation & Liability Conference, November, 1996.
- (38) "Insolvency and Reinsurance: The Search for Assets and the Battle for the Funds," New York State Bar Reinsurance Litigation and Arbitration Program, November, 1996.
- (39) "Trigger of Coverage and Allocation of Losses Between Reinsurers and Cedents," Reinsurance Association of America, Environmental Conference, January, 1997.

## **Publications - Articles (cont'd):**

- (40) "Case Study - Tobacco," Mealey's Emerging Insurance Battles Conference, February, 1997.
- (41) "Insurance Implications of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards," Zurich Reinsurance Centre, Inc., Conference on Emerging Issues in the Professional Liability Arena, January, 1997.
- (42) "Private Cleanup Cost Recovery and Compliance with the National Contingency Plan," *Environmental Claims Journal*, vol. 10, no. 2, pg. 59, Winter, 1998.
- (43) "Insurance Implications of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards," 1 Jour. Ins. Coverage 30 (1998).
- (44) "It's Only A Question of 'Zeros' and 'Ones': The Year 2000 Problem," Mealey's Emerging Insurance Battles Conference, 1998.
- (45) "It May Already Be Too Late: An Analysis of the Millennium Bug," Monograph for in-house corporate seminars, 1998.
- (46) "Tobacco-Related Litigation: How Will it Affect The Insurance Industry," National Insurance Law Review, vol. 9, no. 1, 1998, NILS Publishing Company.
- (47) "A Realistic Look at Terrorism Trials by Military Commission," November 2001, <http://news.findlaw.com/cnn/docs/terrorism/lathrop.trials.112001.pdf>.
- (48) "The Changing Face of Expert Evidence," 52 F.D.C.C. Quarterly 409 (2002).
- (49) "Current Developments in Selected Reinsurance Issues" (September 2004).
- (50) "Interim Awards and Freezing Assets," International Institute for Conflict Prevention and Resolution (January 2007)
- (51) "A Comparative Look at International Arbitral Rules and Statutes," Center for International Legal Studies (February 2007)
- (52) "Subtle Differences: A Look at Some Widely Used Arbitral Rules," International Institute for the Prevention and Resolution of Disputes (May 2007)

**Publications - Articles (cont'd):**

- (53) “Property Insurance in a Post-Katrina World,” 2007 Joint International Conference, Defense Research Institute, International Association of Defense Counsel, and Federation of Defense and Corporate Counsel (May 2007)
- (54) “Court-ordered Interim Measures in Aid of the Enforceability of Pending Foreign Arbitration,” *Journal of the Chartered Institute of Arbitrators* (July 2007)
- (55) “Special Issues with Wrap-up Insurance,” Mealey’s Wrap-Up Insurance Conference (June 2008)
- (56) “Climate Change and Insurance,” Lexis-Nexis Matthew Bender (July 2008)
- (57) “Insurance Coverage and the World Trade Center,” National Forum for Environmental and Toxic Tort Issues (September 2008)
- (58) “Responsive Pleadings and Arbitration,” *Alternatives to Litigation*, 2010
- (59) “Widely Used Rules in International Arbitration,” *International Dispute Resolution*, Kluwer Law International, 2010
- (60) “Jurisdiction Issues in International Arbitration,” *Global Business Law Review*, 2 *Global Bus. L. Rev.* 29 (2012)
- (61) “The State of the Law: Responsive Pleading, and Motions to Compel Arbitration,” *Alternatives*, Vol. 30 (February 2012)
- (62) “Arbitrator Bias in the United States: A Patchwork of Decisions,” 80 *Defense Counsel Journal* 146 (2013)
- (63) “Bad Faith Pitfalls,” *Claims and Litigation Management Alliance* (2014)
- (64) “Independent Counsel? Maybe!”, The Seminar Group (2017)
- (65) “Class Arbitration”, *Insurance Counsel Journal* (2018)
- (66) "Brokers' Dilemma", *Insurance Journal* (2019)
- (67) "The Arbitration Legacy of Sandra Day O'Connor," *Vienna International Arbitration Center* (2020), with Daniela Karollus-Bruner and Kevin F. Truxillo

**Publications - Books:**

- (1) *Computer Technology in Civil Litigation*, Bancroft-Whitney, 1990.
- (2) “Computers and the Law Office,” *54 Am Jur Trials*, Bancroft-Whitney, 1990.
- (3) *Environmental Insurance Coverage: State Law and Regulation*, Juris Publishing, Inc., 1991-2004. No longer in print.
- (4) *Insurance Coverage for Environmental Claims*, LexisNexis Matthew Bender, 1992. Updated annually. Last update in September 2019.

**Lathrop Cited in:**

- (1) *University of South Carolina v. Royal Insurance Co.*, 1993 U.S. Dist. LEXIS 18961 (D.S.C., March 25, 1993).
- (2) *City of Edgerton v. General Casualty Co. of Wisconsin*, 172 Wis. 2d 518, 493 N.W.2d 768 (Wis. App. 1992), *later decision*, 184 Wis. 2d 750, 517 N.W.2d 463 (1994).
- (3) *Weyerhaeuser Co. v. Aetna Casualty and Surety Co.*, 123 Wn.2d 891, 874 P.2d 142 (1994).
- (4) *Pittston Co. v. Allianz Insurance Co.*, 905 F. Supp. 1279 (D.N.J. 1995).
- (5) *Caldo Oil Co. v. State Water Resources Control Board*, 44 Cal. App. 4th 1821, 52 Cal. Rptr. 2d 609 (1996).
- (6) *Olds-Olympic, Inc. v. Commercial Union Insurance Co.*, 129 Wn.2d 464, 918 P.2d 923 (1996).
- (7) *Weyerhaeuser Co. v. Commercial Union Insurance Co.*, 142 Wn.2d 654, 15 P.3d 115 (2000).
- (8) *California v. Continental Insurance Co.*, 169 Cal. App. 4th 1114 (2009), *later decision*, 170 Cal. App. 4th 160, 88 Cal. Rptr. 3d 288 (2009), *aff'd*, 55 Cal. 4th 186, 281 P.3d 1000, 145 Cal. Rptr. 3d 1 (2012).
- (9) *Landmark Am. Ins. Co. v. Liberty Surplus Ins. Corp.*, 2014 U.S. Dist. LEXIS 190535 (C.D. Cal., April 9, 2014).
- (10) *Ins. Co. of the State of Pennsylvania v. County of San Bernardino*, 2017 U.S. Dist. LEXIS 185541 (C.D. Cal., July 24, 2017).

## **Teaching and Lecturing:**

Lectured on various aspects of insurance and reinsurance law, arbitration, and lawyers' professional ethics and responsibilities, for the following organizations:

- (1) American Bar Association - American Law Institute
- (2) Continuing Education of the Bar, State Bar of California
- (3) Business & Corporations Law Section, Los Angeles County Bar Association
- (4) Advanced Management Research, Inc., New York
- (5) Continuing Legal Education, State Bar of Minnesota
- (6) Loyola University of Los Angeles, School of Law (guest lecturing appearances)
- (7) University of San Diego School of Law, San Diego (guest lecturing appearances)
- (8) Western State University, School of Law (guest lecturing appearances)
- (9) Practicing Law Institute, New York
- (10) Association of Business Trial Lawyers, Los Angeles
- (11) American Board of Professional Liability Attorneys
- (12) Stanford Law School, Palo Alto (guest lecturing appearances)
- (13) California Bankers Association
- (14) Executive Enterprises, Inc., New York
- (15) Northwest Center for Professional Education, Bellevue, Washington
- (16) Purdue University, School of Civil Engineering, 44th Industrial Waste Conference
- (17) Defense Research Institute
- (18) The Rutter Group, Los Angeles

### **Teaching and Lecturing (cont'd):**

- (19) California Judges' Association
- (20) Chicago Reinsurance Conference
- (21) Member, National Editorial Board, Class Action Reports, 1979-1994
- (22) Fulcrum Information Services, Inc., New York
- (23) New York State Bar Association
- (24) Mealey's Publications, Inc.
- (25) Reinsurance Association of America, Washington, DC
- (26) Zurich Reinsurance Centre, Inc., New York, NY
- (27) Software Productivity Group
- (28) Glasser LegalWorks
- (29) Center for International Legal Services ("CILS") - International Arbitration
- (30) International Institute for Conflict Prevention and Resolution ("CPR")
- (31) The Seminar Group

### **Expert Witness Engagements:**

Retained as an expert witness in the following cases which are a matter of public record. Expert consultation and/or testimony in arbitrations or matters subject to confidentiality are omitted due to the confidential nature of those proceedings. (This is a partial list, based upon recollection with respect to older matters and the descriptions are general in nature.):

- (1) *In re Worldwide Church of God*, Los Angeles County Bar Association fee arbitration - Testified as to the reasonableness of attorney's fees in a litigation matter
- (2) *Previews, Inc. v. California Union Insurance Co.*, U.S.D.C., Central District of California - Testified as to the reasonableness of a law firm's fees in handling a matter involving insurance coverage litigation

### Expert Witness Engagements (cont'd):

- (3) *Aquachlor v. Devilbiss*, Calif. Superior Court, Fresno County - Retained as an expert on the standard of care for attorneys in handling securities transactions
- (4) *Zurich Insurance Co. v. Transamerica Insurance Co.*, Calif. Superior Court, San Diego County - Retained as an expert on insurance policy interpretation and insurance coverage
- (5) *Lavine v. Rich & Ezer*, Calif. Superior Court, Los Angeles County - Retained as an expert on the standard of care for attorneys in handling corporate and securities transactions
- (6) *Palace Management Corp. v. Palace Nightclub Corp.*, Calif. Superior Court, Los Angeles County - Retained as an expert on the standard of care and the standard of conduct for attorneys in California
- (7) *Interstate Consultants, Inc. v. American National Fire Ins. Co.*, Calif. Superior Court, Los Angeles County - Retained as an expert to render an opinion on whether a particular insurance policy provided coverage and, if so, whether the insurer had a duty to defend and/or indemnify
- (8) *Fireman's Fund Insurance Co. v. Younesi*, Calif. Superior Court, Los Angeles County - Retained as an expert on the standard of care and the standard of conduct for insurance-appointed defense counsel, the standard of care for claim handling, and billing practices of counsel
- (9) *Garamendi v. Daar & Newman*, Calif. Superior Court, Los Angeles County - Retained by the California Insurance Commissioner as an expert on the standard of care and the standard of conduct for attorneys in California
- (10) *Pollack v. Malat, Lans*, Calif. Superior Court, Los Angeles County - Retained by a law firm in a legal malpractice case to testify on what constitutes an attorney-client relationship and on the standard of care and the standard of conduct for attorneys in California
- (11) *McLaughlin v. Burchett*, Calif. Superior Court, Los Angeles County - Retained by the plaintiff in a legal malpractice case to testify on the standard of care for lawyers in California handling real property matters involving environmental contamination
- (12) *Williams v. Williams*, Calif. Superior Court, Los Angeles County - Testified as an expert on environmental insurance coverage and run-off insurance companies



## Expert Witness Engagements (cont'd):

- (13) *Acheson & Graham Mortuary, Inc. v. Northwestern National Insurance Co.*, U.S.D.C., Central District of California - Testified as an expert on the duty of a liability insurer in California to investigate claims and defend its insured, and proper claim handling procedures
- (14) *Jacobson v. Selvin, Ruben & Weiner*, Calif. Superior Court, Los Angeles County - Testified as an expert on the standard of care and the standard of conduct for attorneys in California in connection with a fee dispute
- (15) *Avery Dennison Corp. v. Aetna Casualty & Surety Co.*, Calif. Superior Court, Los Angeles County - Served as an expert witness on environmental insurance coverage and bad faith under California law on behalf of an insurer
- (16) *Blue Cross of California v. Boiler Engineers Co., Inc.*, Calif. Superior Court, Los Angeles County - Testified as an expert witness on the custom and practice of claim handling in an environmental pollution case
- (17) *Kaiser Aluminum & Chemical Corp. v. Fireman's Fund Ins. Co.*, Calif. Superior Court, San Francisco County - Served as an expert witness on custom and practice in the insurance industry, insurance claims handling, and bad faith under California law on behalf of an insurer
- (18) *Elan Pharmaceutical Research Corp. v. Employers Insurance of Wausau*, U.S.D.C., Northern District of Georgia, Gainesville Division - Served as an expert on the standard of care of insurers in claim handling and the investigation requirements of insurers when presented with a claim
- (19) *Washington Schools Risk Management Pool v. American Protection Insurance Co.*, U.S.D.C., Western District of Washington - Served as an expert witness on the rights and obligations of a cedent, a reinsurer and a retrocessionaire with respect to an underlying liability case settlement
- (20) *LG Infocomm U.S.A. v. Euler American Credit Indemnity Co.*, U.S.D.C., Southern District of California - Served as an expert witness on the obligations of an accounts receivable insurer
- (21) *R. L. Alia Company v. Royal and Sun Alliance Ins. Co.*, Washington Superior Court, King County - Served as an expert witness regarding the scope of coverage provided to an additional insured

### Expert Witness Engagements (cont'd):

- (22) *Clarendon America Ins. Co. v. Century Surety Co.*, Calif. Superior Court, Los Angeles County- Served as an expert witness regarding custom and practice in the insurance industry, policy construction, and “other insurance” clauses
- (23) *Alta Healthcare v. Comrisk Insurance*, U.S.D.C., Central District of California - Served as an expert witness on the underwriting and placing of insurance and reinsurance for healthcare organization employees
- (24) *Rio Vista West Apartments, LLC v. Willis Insurance Services of California*, Calif. Superior Court, Orange County - Served as an expert witness regarding custom and practice in the excess and surplus lines insurance market
- (25) *Stewart Title Guaranty Co. v. Brea Hospital Properties, LLC*, U.S.D.C., Central District of California - Served as an expert witness on insurance policy interpretation and insurance industry custom and practice in a title insurance dispute
- (26) *Nelson v. Zurich American Insurance Co.*, U.S.D.C., District of Arizona - Served as an expert witness on the duty of an insurer to defend and indemnify its insured
- (27) *Clarendon National Insurance Co. v. Tool Touring, Inc.*, Calif. Superior Court, Los Angeles County - Served as an expert witness on insurance policy interpretation and insurance industry custom and practice
- (28) *Taisei Construction Corporation v. Clarendon America Insurance Company*, Calif. Superior Court, San Mateo County - Served as an expert witness on insurance policy interpretation and insurance industry custom and practice
- (29) *Brea Hospital Properties v. Snell & Wilmer*, Calif. Superior Court, Orange County - Served as an expert witness on insurance policy interpretation, insurance industry custom and practice, and the standard of care required of lawyers in California
- (30) *Professional Recreation Organization, Inc. v. National Union Fire Insurance Company*, U.S.D.C., Western District of Washington - Served as an expert witness on claim handling procedures and bad faith as it relates to employment practices liability insurance
- (31) *Continental West Insurance Company v. Lexington Insurance Company*, U.S.D.C., Western District of Washington - Served as an expert witness on claim handling and coverage dispute between two liability insurers

## Expert Witness Engagements (cont'd):

- (32) *Phoenix Insurance Co. v. Infogroup, Inc.*, U.S.D.C., Southern District of Iowa - Serving as an expert witness on the duty to mitigate and coverage under first party property policies, and as an expert witness on the standard of care of property insurers in handling claims
- (33) *Rachal v. Colony Insurance Company*, Calif. Superior Court, San Diego County - Served as an expert witness on the standard of care and the standard of conduct for insurance brokers
- (34) *WG Development LLC v. Probuilders Specialty Insurance Company RRG*, Calif. Superior Court, San Diego County - Served as an expert witness on insurance policy interpretation, insurance industry custom and practice, and the standard of care for claim handlers in commercial insurance matters
- (35) *Zampi, Determan & Erickson LLP v. Baker*, Calif. Superior Court, San Diego County - Served as an expert witness on the standard of care and the standard of conduct required of attorneys in California
- (36) *Centrix Financial Liquidating Trust v. National Union Fire Insurance Company*, U.S. Bankruptcy Court for the District of Colorado - Served as an expert witness on coverage under fidelity bonds and the standard of care for claim handlers in commercial insurance matters
- (37) *Contractors Access Program of California v. Theodora Oringer, P.C.*, Calif. Superior Court, Los Angeles County - Served as an expert witness on the standard of care and the standard of conduct required of attorneys in California
- (38) *Contractors Access Program of California v. Majestic Capital, Ltd.*, Calif. Superior Court, San Francisco County - Served as an expert witness on the standard of care and the standard of conduct required of attorneys in California
- (39) *Cottage Health System, et al. v. Travelers Casualty and Surety Company of America*, Calif. Superior Court, Santa Barbara County - Served as an expert witness on the standard of care and the standard of conduct required of D&O and liability insurers in California
- (40) *Transportation Alliance Bank, Inc. v. BancInsure, Inc.*, U.S.D.C., District of Utah - Served as an expert witness on coverage under financial institution bonds and the standard of care for claim handlers in bank insurance matters

## Expert Witness Engagements (cont'd):

- (41) *MidMountain Contractors v. American Safety Indemnity Co.*, U.S.D.C., Western District of Washington - Served as an expert on the duties and obligations of insurers in construction disputes where issues of additional insureds and indemnity are involved
- (42) *Liberty Insurance Corp. v. Southwest Traders, Inc.*, U.S.D.C., Central District of California - Served as an expert on the duties and obligations of workers' compensation insurers
- (43) *Point Center Financial, Inc. v. First American Title Insurance Co.*, Calif. Superior Court, Orange County - Served as an expert on the duties and obligations of title insurers
- (44) *State Bar v. Sione*, Calif. State Bar Court - Served as an expert on the standard of care and the standard of conduct expected of attorneys practicing in California
- (45) *Palm Desert University Village LLC v. W. L. Butler Construction, Inc.*, Calif. Superior Court, Orange County - Served as an expert on the custom and practice of insurers and the standard of care expected of insurers handling liability claims
- (46) *Nucor Corporation v. Employers Insurance of Wausau*, U.S.D.C., District of Arizona - Served as an expert on the standard of care and standard of conduct for insurers and insureds
- (47) *Harrison v. Bankers Standard Insurance Co.*, U.S.D.C., Southern District of California - Served as an expert on the custom and practice of insurance agents and brokers in placing risks, and the standard of care expected of insurance agents and brokers
- (48) *KKH LLC v. Accardo & Aghai Insurance Services, Inc.*, Calif. Superior Court, Los Angeles County - Served as an expert on the custom and practice of insurance agents and brokers in placing risks, and the standard of care expected of insurance agents and brokers
- (49) *Stork v. Chartis Claims, Inc.*, Calif. Superior Court, Los Angeles County - Served as an expert on the custom and practice and standard of care of directors' and officers' insurers in handling claims and determining coverage under directors' and officers' policies

## Expert Witness Engagements (cont'd):

- (50) *Steelcase, Inc. v. Nationwide Indemnity*, U.S.D.C., Central District of California - Served as an expert on the standard of care of liability insurers
- (51) *National Continental Insurance Co. v. Anchor General Insurance Co.*, Calif. Superior Court, San Bernardino County - Served as an expert on insurance policy construction and interpretation, and the standard of care of insurers in handling liability claims
- (52) *THV Investment LLC v. Rogers*, Calif. Superior Court, Fresno County - Served as an expert on the standard of care and the standard of conduct expected of lawyers in California
- (53) *Ruiz v. Underwriters at Lloyd's, London* - Calif. Superior Court, Riverside County - Served as an expert on the standard of care expected of insurers and insurance policy interpretation
- (54) *Dryden Oaks, LLC v. County of San Diego* - Calif. Superior Court, San Diego County - Served as an expert on underwriting property insurance and the availability of coverage
- (55) *Underwriting Group Inc v. Michael Feldman Insurance Services* - Calif. Superior Court, Los Angeles County - Served as an expert on the standard of care and the standard of conduct of agents and brokers in a case involving a risk purchasing group
- (56) *Ahmadpoor v. Farmers Insurance Group* - Calif. Superior Court, San Diego County - Served as an expert on the standard of care and the standard of conduct of property insurers in handling claims
- (57) *Cottage Health System v. Admiral Insurance Co.* - U.S.D.C., Central District of California - Served as an expert on the standard of care of insurers handling liability claims and the reasonableness of insurer's conduct in claim handling
- (58) *Kim Laube & Co. v. Travelers Indemnity Co.* - Calif. Superior Court, Los Angeles County - Served as an expert on the standard of care of liability insurers in handling claims
- (59) *US Construction Law v. Clarke* - Calif. Superior Court, San Diego County - Served as an expert on the standard of care and the standard of conduct expected of attorneys practicing in California

## Expert Witness Engagements (cont'd):

- (60) *Brandt v. Certain Underwriters* - Calif. Superior Court, Los Angeles County - Served as an expert on the standard of care of insurers and counsel in handling bodily injury, premises liability, and discrimination claims
- (61) *Evanston Insurance v. Ironbridge Homes, LLC* - Colorado District Court, Garfield County - Serving as an expert on the standard of care of insurers in handling claims under commercial lines policies
- (62) *Oemick v. Pasha* - Calif. Superior Court, San Diego County - Served as an expert on policy construction, reasonable expectations and claim handling under an automobile liability policy
- (63) *Insurance Company of the State of Pennsylvania v. County of San Bernardino, U.S.D.C., Central District of California* - Served as an expert on the standard of care of insurers in handling claims under excess commercial lines policies
- (64) *US Construction Law v. Kinder* - Calif. Superior Court, San Diego County - Serving as an expert on the standard of care for California lawyers and lawyers' ethical responsibilities
- (65) *San Diego Community College District v. Safeco Insurance* - Calif. Superior Court, San Diego County - Served as an expert on the standard of care for commercial liability insurers and insurers issuing surety bonds
- (66) *St. Paul Mercury Insurance Co. v. McMillin Companies LLC* - U.S.D.C., Southern District of California - Served as an expert on the standard of care of insurers with respect to additional insureds in construction cases
- (67) *Endurance American Specialty Insurance Co. v. Admiral Insurance Co.* - Calif. Superior Court, San Diego County - Serving as an expert on the standard of care of retail and wholesale insurance brokers
- (68) *Travelers Property Casualty Company of America v. Ashton Park Residential Investors, LLC* - Calif. Superior Court, Riverside County - Served as an expert on the standard of care of insurers issuing commercial general liability ("CGL") policies and the right to be reimbursed for the defense of non-covered claims
- (69) *Nationwide Mutual Insurance Co. v. Certain Underwriters at Lloyd's, London* - U.S.D.C., Northern District of California - Served as an expert on the standard of care of insurers issuing commercial general liability ("CGL") policies and errors and omissions ("E&O") policies

## Expert Witness Engagements (cont'd):

- (70) *Certain Underwriters At Lloyd's, London, Subscribing To Policy Number N330039 12 55008 v. AMCO Insurance Co.* - U.S.D.C., Central District of California - Served as an expert on the standard of care and the standard of conduct of insurers issuing commercial general liability ("CGL") policies
- (71) *StrataCare, LLC v. Beazley Insurance Company* - Calif. Superior Court, San Francisco County - Served as an expert on the standard of care of retail and wholesale insurance brokers
- (72) *Insko Insurance Services, Inc. v. Federal Insurance Company* - U.S.D.C., Central District of California - Served as an expert on the standard of care required of insurers issuing Directors' and Officers' ("D&O") liability policies
- (73) *Luebeck v. Stonewood Insurance Services* - Calif. Superior Court, San Diego County - Served as an expert on the standard of care of insurance brokers and insurers issuing automobile liability policies
- (74) *Union Insurance Company v. Curb South, LLC* - U.S.D.C., District of New Mexico - Served as an expert on the standard of care of insurers issuing commercial general liability ("CGL") policies
- (75) *McMillin Homes Construction, Inc. v. Zurich American Insurance Co.*, Calif. Superior Court, San Diego County - Served as an expert on the standard of care of insurers issuing commercial general liability ("CGL") policies to construction companies
- (76) *Dell Webb California Corp. v. Travelers Casualty & Surety Co.* - Calif. Superior Court, Orange County - Served as an expert on the standard of care of insurers in construction defect cases
- (77) *Godinez v. Forbing* - Calif. Superior Court, Los Angeles County - Served as an expert on the standard of care of insurance brokers and agents
- (78) *Certain Underwriters at Lloyd's London v. Phelps Dunbar LLP* - U.S.D.C., Central District of California - Serving as an expert on the standard of care of appointed defense counsel handling cases involving costs within limits
- (79) *Local Motors, Inc. v. Catlin Specialty Ins. Co.* - U.S.D.C., District of Colorado - Served as an expert on the standard of care of property insurers

### Expert Witness Engagements (cont'd):

- (80) *Preeo Silverman Green & Egle PC v. S. Thomas Throne* - Wyoming District Court - Served as an expert on the standard of care and standard of conduct of professional liability insurers
- (81) *Frank v. Navigators Ins. Co.* - Calif. Superior Court, San Diego County - Served as an expert on the standard of care and the standard of conduct for professional liability insurers
- (82) *McMillin Management Services v. Financial Pacific Insurance Co.* - Calif. Superior Court, San Diego County - Serving as an expert on the standard of care expected of claim handlers and insurers issuing commercial general liability policies in California, as well as insurance industry custom and practice, and the standard of care required of appointed defense counsel
- (83) *England v. Interinsurance Exchange* - Calif. Superior Court, Ventura County - Served as an expert on the standard of care and the standard of conduct for professional liability insurers
- (84) *Sanchez v. Casteel* - Calif. Superior Court, San Diego County - Served as an expert on insurance policy interpretation and the standard of care required of primary and excess automobile liability insurers
- (85) *Health Net, Inc. v. American International Specialty Lines Insurance Co.* - Calif. Superior Court, Los Angeles County - Served as an expert on the standard of care required of primary and excess professional liability insurers and the defense obligation of insurers in California
- (86) *Bonair Street Associates LLC v. Gemini Insurance Company* - Calif. Superior Court, San Diego County - Served as an expert witness on the standard of care required of property insurers
- (87) *Kaufman v. Federal Insurance Company* - Calif. Superior Court, Los Angeles County - Served as an expert witness on the standard of care required of insurers issuing liability policies and claim the standard of care required of claim handlers and Managing General Agents
- (88) *Rice v. Beard Hobbs & Associates* - Calif. Superior Court, San Diego County - Served as an expert witness on the standard of care required of attorneys in California



## Expert Witness Engagements (cont'd):

- (89) *San Diego Electrical Training Trust v. Teague Insurance Agency, Inc.* - Calif. Superior Court, San Diego County - Serving as an expert witness on the standard of care required of attorneys in California as well as the standard of care required of insurance brokers and agents
- (90) *APR Construction, Inc. v. San Diego Housing Commission* (and related cases) - Served as an expert witness on the standard of care and the standard of conduct required of sureties, general liability insurers, and counsel involved in contract and construction defect cases
- (91) *Hartford Fire Insurance Co. v. Galaxy Theatres LLC*, U.S.D.C., Central District of California - Served as an expert witness on the standard of care and the standard of conduct required of general liability insurers
- (92) *Old Republic General Insurance Co. v. Integrity Rebar Placers, Inc.*, Calif. Superior Court, Riverside County - Served as an expert witness on the standard of care required of insurers issuing property insurance
- (93) *Pacific Coast Surgical Center, L.P. v. Scottsdale Insurance Company*, U.S.D.C., Central District of California - Served as an expert witness on the standard of care and the standard of conduct required of general liability insurers
- (94) *2Shirts-N-1Skirt, LLC dba Luke's on Front v. United States Liability Insurance Co., et al.*, Calif. Superior Court, Riverside County - Served as an expert witness on the standard of care required of insurers issuing property and casualty insurance, as well as brokers obtaining such insurance for clients
- (95) *John C. Depp II v. Bloom Hergott Diemer Osenthal La Violette Feldman Schenkman & Goodman, LLP*, California Superior Court, Los Angeles County - Served as an expert witness on the standard of care and standard of conduct required of attorneys practicing in California
- (96) *Seneca Specialty Insurance Company v. DB Insurance Company, Ltd.* - U.S.D.C., Central District of California - Served as an expert witness on the standard of care required of general liability insurers
- (97) *McMillin Homes Construction, Inc. v. Clarendon America Insurance Co.* - California Superior Court, San Diego County - Serving as an expert on the standard of care expected of claim handlers and insurers issuing commercial general liability policies in California, as well as insurance industry custom and practice

### **Expert Witness Engagements (cont'd):**

- (98) *Aguilar v. Ahn* - California Superior Court, Alameda County - Serving as an expert on the standard of care expected of lawyers in California, the standard of care for insurers issuing commercial general liability policies in California, the right to a defense provided by an insurer, and the reasonableness of attorney's fees
- (99) *St. Paul Fire and Marine Insurance Co. v. United Specialty Insurance Co.*, Nevada District Court, Clark County - Serving as an expert on the standard of care and standard of conduct of insurance agents and brokers, and the standards and requirements for endorsing or amending insurance policies, as well as insurance industry custom and practice
- (100) *Zurich American Insurance Co. v. Covil Corporation*, U.S.D.C., Middle District of North Carolina - Serving as an expert on insurance regulatory organizations, insurance document retention, the history of the development of insurance industry forms and lost policy issues
- (101) *Kuhlman Electric Corp. v. The Travelers Indemnity Co.*, Circuit Court for the First Judicial District of Hinds County, Mississippi - Serving as an expert on the standard of care and the custom and practice of the insurance industry when dealing with allocation in long-tail, continuous injury cases
- (102) *Four Winds Distribution, LLC v. Cincinnati Insurance Company*, U.S.D.C., District of Colorado - Serving as an expert on insurance industry custom and practice in the interpretation of policy language and the standard of care in handling cyber claims
- (103) *Jeffrey B. Panosian v. Bristol Farms, Inc.*, Calif. Superior Court, Santa Barbara County - Serving as an expert on the priority of recovery between dual insureds
- (104) *Woodbridge Liquidation Trust v. Certain Underwriters at Lloyd's of London*, California Superior Court, Los Angeles County - Serving as an expert on the standard of care and the standard of conduct required of claim handlers and underwriters in connection with commercial property loss

### **Professional Memberships & Offices Held:**

- (1) American Board of Trial Advocates, 1969-Present
- (2) Judge Advocates Association, 1968-Present  
Chairman, Southern California Chapter, 1978

### **Professional Memberships & Offices Held (cont'd):**

- (3) State Bar of California, 1966-Present
- (4) California State Bar Court
  - Disciplinary Examiner, 1967-1971
  - Local Administrative Committee Member,  
Disciplinary Board, 1971-1976
  - Disciplinary Board Member, 1976-1978
  - Hearing Referee, 1978-1980; 1987-1989
  - Executive Committee, 1978-1988
  - Review Department Referee, 1980-1982
  - Assistant Presiding Referee and Chairman, Review Department, 1982-1985
  - Presiding Referee, 1985-1987
- (5) Los Angeles County Bar Association, 1966-1979
  - Chairman, Medical-Legal Relations Committee, 1971
  - Member, Press-Bar Relations Committee, 1971-1973
  - Delegate to the Conference of Delegates, 1972-1977
- (6) San Diego County Bar Association, 1977-Present
  - Vice-President, 1985-1986
  - Director of the Association, 1982-1986
  - Ethics Committee, 1978-1982; Chairman, 1981 and 1982
  - Federal Court Committee, 1978-1981; Chairman, 1980
  - ADR Section, Executive Committee, 2019-Present
  - Insurance Section, Executive Committee, 2019-Present
- (7) American Bar Association, 1966-Present
  - Committee on Officers, Directors and  
Professional Liability, Section of Torts and  
Insurance Practice, 1971-2012
  - Committee on Securities Laws, Section of  
Litigation, 1977-2010
  - Environmental Litigation Committee  
Section of Litigation, 1985-2010
  - Insurance Coverage Litigation Committee,  
Section of Litigation, 1987-2012
- (8) Association of Professional Responsibility Lawyers, 1990-Present
- (9) International Association of Defense Counsel, 1977-Present
  - Legal Malpractice Committee, 1978-1984; Vice Chairman, 1982
  - Toxic and Hazardous Substance Litigation Committee, 1984-2012

- (9) **International Association of Defense Counsel (cont'd):**  
Insurance & Reinsurance Committee, 1995-Present  
Board of Editors, *Defense Counsel Journal*, 1997-2019
- (10) Federal Bar Association, 1975-Present  
Advisory Board, San Diego Chapter, 2011-2014
- (11) Bar Association of the District of Columbia, 1966-Present
- (12) Association of Business Trial Lawyers  
Los Angeles Chapter, 1975-1980  
San Diego Chapter, 1992-Present
- (13) Association of Southern California Defense Counsel, 1968-2012
- (14) Federal Bar Council (Second Circuit), 1982-2020
- (15) Legion Lex, University of Southern California Law School (today known as The William L. Todd Jr. American Inn of Court), 1973-Present  
Director, San Diego Chapter, 1987-1991  
Vice President, San Diego Chapter, 1987-1989  
President, San Diego Chapter, 1989-1990
- (16) California Insurance Commissioner's Environmental Liability Insurance Task Force, project completed and report issued in February 1994.
- (17) Fellow, Center for International Legal Studies, Salzburg, Austria, 2002-2017
- (18) Board of Editors, *Journal of Insurance Coverage*, Aspen Law & Business, 1997-2013
- (19) Claims & Litigation Management Alliance, 2011-Present
- (20) Forensic Expert Witness Association, 2012-Present

**Civic and Community Activities:**

- (1) Metropolitan Opera, New York  
Director, 1983-2018
- (2) Metropolitan Opera National Council  
Western Regional Chairman, 1971-1981  
Executive Committee Chairman, 1983-2010  
President, 2010-2018

### **Civic and Community Activities (cont'd):**

- (3) San Diego Opera, San Diego  
Director, 1977-2002  
President, 1986-1988
- (4) The Thacher School, Ojai, California  
Trustee, 1974-1978
- (5) Idyllwild Arts Foundation, Idyllwild, California  
Trustee, 2002-2004; Governor, 2004-2010
- (6) Friends of the Claremont Colleges, Claremont, California  
Director, 1979-1981  
President, 1981
- (7) American Association of the Order of St. Lazarus  
Director & General Counsel, 1971-2019
- (8) International Dominican Foundation, Rome, Italy  
Advisory Board Member, 2004-2011

### **Military Service:**

On active service from 1959 to 1964. Active reserve, 1964 to 1998. Vietnam service. Armed Forces Expeditionary Medal, Vietnam Service Medal, National Defense Service Medal. Presently, Captain, Judge Advocate General's Corps, U.S. Naval Reserve (Retired).

### **Professional Employment:**

2012-Present: Independent arbitrator, mediator, consultant and expert witness. Practice consists of domestic and international arbitration and mediation; and expert consulting and testimony in matters involving insurance, reinsurance, and lawyers' professional responsibility.

2009-2012: Member, Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C., New York and San Diego. Practice consisted of domestic and international arbitration and litigation; insurance, reinsurance, and lawyers' professional responsibility matters; environmental law; commercial, banking, securities and complex civil litigation.

2003-2009: Partner and Of Counsel, Duane Morris LLP, New York and San Diego. Practice consisted of domestic and international arbitration and litigation; insurance, reinsurance, and lawyers' professional responsibility matters; environmental law; commercial, banking, securities and complex civil litigation.

### **Professional Employment (cont'd):**

1994-2003: Partner, Luce, Forward, Hamilton & Scripps LLP, San Diego, New York, San Francisco and Los Angeles. Practice consisted of domestic and international arbitration and litigation; insurance, reinsurance, and lawyers' professional responsibility matters; environmental law; commercial, banking, securities and complex civil litigation.

1986-1994: Senior partner, Adams, Duque & Hazeltine, New York, Los Angeles, San Diego and San Francisco. Member of the Executive Committee of the Firm. Firm Chairman, 1992-1993. National environmental counsel for groups of property and casualty insurance companies. Practice consisted of environmental law; insurance coverage issues; reinsurance arbitration and litigation; civil litigation involving the defense of accountants and attorneys; and complex business litigation.

1980-1986: Partner, Rogers & Wells, New York and San Diego. Partner-in-Charge, San Diego Office, 1980-1986. Practice consisted of complex civil litigation, principally involving environmental law, federal and state securities laws; and insurance and reinsurance law.

1971-1980: Partner, Macdonald, Halsted & Laybourne, Los Angeles and San Diego. Partner-in-Charge, San Diego office, 1976-1980. Practice consisted of civil litigation, principally in the areas of federal and state securities laws; complex business litigation; the defense of accountants, attorneys and officers and directors of publicly-held companies; and insurance and reinsurance arbitration and litigation.

1968-1971: Associate Attorney and subsequently Partner, Brill, Hunt, DeBuys & Burby, Los Angeles. Practice consisted of civil litigation, primarily in the areas of aviation defense, eminent domain, products liability and professional liability defense; and reinsurance arbitration and litigation.

1966-1968: Deputy County Counsel, County of Los Angeles. Practice consisted of civil litigation, primarily in the area of general liability defense. Principal clients were the Los Angeles County Sheriff's Department and Los Angeles County General Hospital.

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