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PRESIDENT'S MESSAGE: CONTINUED GROWTH AT FGPPR

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James B. Glennon, President

We are pleased to report that Foran Glennon Palandech Ponzi & Rudloff PC has surpassed the fifty-lawyer mark through continued growth in all of our offices. One of our additions is Keith E. Butler who joined FGPPR as a shareholder in the Newport Beach, California office. Keith focuses his practice on first-party property coverage and litigation. He has substantial experience in commercial litigation involving contract disputes and the negotiation and drafting of commercial retail leases.

Keith has represented primary and excess insurers for over 15 years and has provided coverage advice for damage arising out of catastrophes including the California wildfires of 2004 and 2007, Hurricane Katrina, and the 2011 Japanese earthquake and tsunami. He also success-

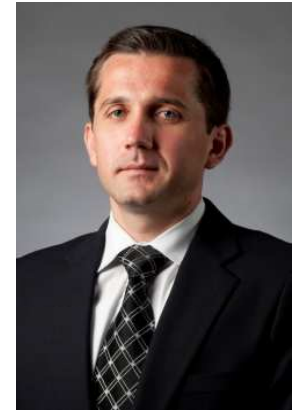


Keith E. Butler, Esq.

fully litigated a number of high exposure matters, including the defense of insurers against a claim brought by an energy company for damage and business interruption arising out of the California power crisis of 2000-2001. Keith will serve as the Managing Partner in the Newport Beach office.

Keith Butler is joined by Ciprian Dogaru who also specializes in first-party property coverage matters. Ciprian concentrates his practice in insurance coverage, regulation and litigation as well as business litigation.

Ciprian counsels commercial property insurers in all aspects of first-party property insurance coverage. His expertise includes a broad array of property policies, manuscript and ISO forms, such as all-risk, named perils, boiler and machinery, inland marine,



Ciprian Dogaru, Esq.

and builder's risk. He represents property insurers in high-exposure litigation, in state and federal courts, alleging breach of contract, "bad faith" and punitive damages claims.

Ciprian also advises insurers on coverage issues arising under commercial general liability, errors and omissions, and professional liability policies. In his business litigation practice, Ciprian represents individuals and businesses in litigation ranging from simple contract disputes to complex multi-party disputes in numerous industries including construction, real estate, technology, financial services, manufacturing, health care, and professional services.

We are also pleased to report that F. Todd Weston and Kevin O'Neill joined the subrogation group in Chicago.

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FGPPR Legal Reflections is a publication of FORAN GLENNON PALANDECH PONZI & RUDLOFF PC.

This publication is meant to provide general information and is not intended to provide specific legal advice. If you have any questions as to the contents of this publication or need legal advice as to a specific issue, please contact FGPPR.

President's Message

(Continued from Page 1)



F. Todd Weston, Esq.

Todd, who focuses on commercial litigation, products liability and construction litigation, comes from a background of representing plaintiffs in complex and high-value personal injury cases at a

prominent Chicago plaintiff's firm. Immediately prior to joining FGPPR, Todd worked at a Chicago insurance defense firm acting as counsel for multinational corporations in products liability and commercial litigation matters on a national and international basis.

Kevin O'Neill earned his J.D. degree, *magna cum laude*, from DePaul University College of Law in 2009, where he was a dean's scholar every semester and a member of the *DePaul Law Review*. Kevin concentrates his practice in civil litigation, focusing mainly on large loss subrogation, construction, casualty, and products liability. His subrogation experience has included representing insurers

and self-insured companies in obtaining favorable settlements and judgments in a wide range of property damage cases involving products liability, negligence, and breach of contract. Kevin has also acted as defense counsel for various insurance companies and their insureds in a wide range of personal injury and property damage cases.



Kevin O'Neill, Esq.

A new addition to our New York office is Jonathan Zaghera who joined the firm as an associate in March 2012. He concentrates his practice in civil litigation involving first-party property coverage and subrogation litigation. After graduating from Fordham University School of Law in 2005, Jonathan joined the commercial litigation department of a large New Jersey based law firm, where he obtained a vast amount of early experience in handling an array of general litigation disputes. Jonathan later joined a national firm in 2007, where he practiced for 5 years prior to joining FGPPR. His primary area of practice

at that firm involved handling complex construction litigation disputes, including defect and delay claims and insurance coverage disputes.

Jonathan's prior representations also include handling all aspects of New Jersey commercial real estate litigation for a large international electronics retailer and litigating foreclosure suits on behalf of commercial lenders. He is very excited to have joined FGPPR and work



Jonathan Zaghera, Esq.

alongside such accomplished and hard-working people.

The firm has also recently welcomed Brian Devilling, Venice Choi, Michael S. Errera, Matthew P. Fortin, Michelle Law and Joseph Tiger as associate attorneys.

The continued growth and expansion of FGPPR could not have been possible without the loyal support of our clients. We continue to be grateful for that support and look forward to continuing to serve you in the upcoming years. ■

Additional New Faces in the Chicago Office



Brian Devilling joined the FGPPR Chicago office as an associate attorney in April 2012. Brian received his J.D. degree from Loyola University Chicago School of Law in 2002. He earned a B.A. degree in Political Science and English from the University of Michigan in 1999. Brian concentrates his practice in first-party property insurance disputes, general civil defense litigation, and commercial litigation. ■

Michael S. Errera joined the firm's Chicago subrogation group in July 2012. He earned his B.A. degree in Political Science from Emory University in 1995 and his J.D. degree from Stetson University College of Law in 1998. He concentrates his practice in civil litigation, with an emphasis on loss recovery/subrogation, commercial and construction claims, and products liability. ■



Another addition to the Chicago office is Samantha Day. Samantha joined the subrogation team as a paralegal in April of this year. Samantha graduated from the University of Illinois at Chicago with a B.A. degree in Criminal Justice. She obtained an ABA accredited Paralegal Certificate from Loyola University, Chicago. Samantha enjoys running and recently completed her first half marathon. ■

Additional New Faces in the Chicago Office



In July, *Matthew P. Fortin* joined FGPPR as an associate attorney. Matthew earned his B.A. degree, *cum laude*, from the University of Richmond in 2005 and his J.D. degree, *cum laude*, from Loyola University Chicago School of Law in 2008. He concentrates his practice in first-party property insurance disputes.■

Patricia (Patti) Winter joined the firm on June 25, 2012 as the firm's Director of Administration. Patti has a *Professional Human Resources* certification. She is a member of the Association of Legal Administrators and has worked in the profession for more than thirty-five years.■



Additions to the New York Office



In August, *Venice Choi* joined the New York office as an associate attorney. Venice earned her B.A. degree, *magna cum laude*, in Psychology and Politics from New York University in 2008 and her J.D. degree from Brooklyn Law School in 2011. During law school, she served as a Notes and Comments Editor of the *Brooklyn Journal of International Law*.

Venice concentrates her practice in first-party property insurance coverage and litigation.■

Joseph Tiger joined the New York office as an associate attorney in June. Joseph, who earned his B.A. degree in Economics from Georgetown University at the age of 19, earned a Master's degree in Law and the Global Economy from Sciences Po de Paris in 2009 and his J.D. degree from Georgetown University Law Center in 2010. Joseph concentrates his practice in civil litigation involving first-party property insurance coverage.■



New Faces in the San Francisco Office



In August 2012, the San Francisco office warmly welcomed *Michelle Law* as its newest associate attorney. Michelle is a California native who loves to bake and enjoys running half marathons. She graduated from the University of California, San Diego with a degree in International Relations and earned her J.D. degree from University of California,

Hastings College of the Law.■

In August 2012, *Paige McDaniel* joined the firm as the firm's California Office Administrator. Paige, who grew up in Chicago, coaches basketball and started a club sport triathlon team 12 years ago. Paige loves to cook, water-ski and read. She and her two children volunteer time to the local Bay Area Crisis Nursery benefitting children in need.■



Myra Segovia joined the firm as its newest San Francisco office litigation paralegal. Myra, who was raised in San Francisco, enjoys spending time with her twelve year old daughter. She graduated from San Francisco State University with a B.A. degree in Arts.■

FGPPR PREVAILS ON BAD FAITH AND PUNITIVE DAMAGES CLAIMS

By Dianne J. Meconis, Esq.



Dianne J. Meconis, Esq.

FGPPR recently persuaded US District Court Judge Michael W. Fitzgerald of the Central District of California to grant partial summary judgment on bad faith and punitive damages claims in the matter of

Safir v. Bankers

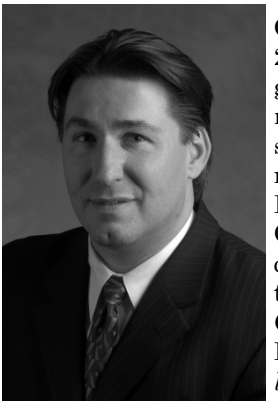
Standard Insurance Company.

The court's decision of August 23, 2012 found that there was a reasonable dispute over coverage, such that a jury could not find the carrier was unreasonable in its decision to deny coverage based on the water exclusion. The upcoming trial will be limited to coverage issues, thereby saving the time, costs and fees in trying the bad faith case. What's more, the threat of a run-away jury is now eliminated. This case demonstrates that California's "genuine dispute" doctrine remains alive and well.

Hats off to the San Francisco office for this significant victory achieved through team effort. Ed Rudloff argued the motion, using his talent and experience to educate Judge Fitzgerald on the intricacies of California's first-party property causation standards. Marjje Barrows and Dianne Meconis crafted the arguments in the briefs, which the court found persuasive. Andrea Bednarova and Rose Njugu helped gather the evidence and made sure all of the supporting papers were in tip top shape, with the able assistance of Janice Bocage and Barbara Parker. ■

FGPPR WINS FAVORABLE VERDICT IN SUBROGATION TRIAL

By George D. Pilja, Esq. and Kevin O'Neill, Esq.



George D. Pilja, Esq.

On August 21, 2012, the subrogation department, represented by attorneys George D. Pilja and Kevin O'Neill, proceeded to trial in the Allen County Circuit Court, Indiana on *Lifeline Youth & Family Services v. Installed*

Building Products, Inc. d/b/a Momper Insulation. FGPPR represented Lifeline Youth & Family Services ("Lifeline Youth") and its subrogated insurer Lexington Insurance Company to recover for property damage sustained as the result of a fire that occurred at Lifeline Youth's office building on January 2, 2008. The Defendant, Momper Insulation, entered into a written contract with Lifeline Youth to install blown-in insulation in the attic of Lifeline Youth's office building. Shortly after Momper Insulation completed its insulation work, a fire occurred in the attic of the building which caused approximately \$280,263 in property damage to the building.

Lifeline Youth alleged negligence, breach of contract and breach of implied warranty of good workmanship against

Momper Insulation in connection with the fire. More specifically, Lifeline Youth alleged that Momper Insulation employees knocked down a temporary light suspended in the attic of the building, then covered the light with insulation. The light had been installed in the attic by Lifeline Youth employees and had been in use by various contractors for several months without incident. Lifeline Youth presented evidence at trial that the insulation that Momper Insulation blew over the dislodged temporary light trapped heat from the light, allowing it to smolder after Momper Insulation deactivated the light and left the building, resulting in the fire. Despite the insistence by Momper Insulation's installer that he did not knock the light down or cover it with insulation, Lifeline Youth presented uncontroverted expert testimony that the fire could only have started if the light fell to the floor of the attic during the installation of the insulation and became covered with insulation.

The parties stipulated to \$280,263 in damages, and the trial proceeded for three days. Ultimately, the jury returned a verdict in Lifeline Youth's favor. The jury found that Momper Insulation negligently installed the insulation and breached its contract with Lifeline Youth. The jury apportioned 55% of the responsibility for the fire to Momper Insulation for its deficient insulation

work which caused the fire, and 45% to Lifeline Youth in connection with the hanging of the temporary light.

Ultimately, the jury awarded \$154,145 in damages to Lifeline Youth, reducing Lifeline Youth's recovery of the stipulated damages based upon its finding of 45% comparative negligence on the part of Lifeline Youth.

Despite the favorable trial verdict, Lifeline Youth recently filed a motion to correct the jury award to the entire \$280,263 in stipulated damages, based on the jury's finding that Momper Insulation breached its contract with Lifeline Youth and that the breach of contract was a responsible cause of the fire. In its motion, Lifeline Youth argues that Indiana law does not support a reduction in damages for breach of contract based on comparative fault, and therefore any reduction in Lifeline Youth's damages based on comparative fault is improper. The motion is pending before the Court. ■



Kevin O'Neill, Esq.



THE IMPLIED WARRANTY OF HABITABILITY IS INAPPLICABLE TO THE DESIGN PROFESSIONAL

By Douglas Palandech, Esq. and Jonathan Mraunac, Esq.



Douglas Palandech, Esq.

Recently, our firm has defended several suits that have asserted causes of action for breach of the implied warranty of habitability (“IWH”) against design professional clients to recover economic losses. The theory underlying these causes of action arose from an Illinois Appellate Court decision, *Minton v. Richards Group of Chicago*, 116 Ill. App. 3d 852 (1st Dist. 1983), in which a homeowner’s action seeking economic losses against a subcontractor, with which the homeowner had no subcontract, was sustained. The legal “rule” born from the *Minton* decision, and refined by its progeny, allows a purchaser of residential property to maintain a cause of action based upon the IWH against builder-developer, developer-vendor, or against one of its contractors (if the builder/developer with which the purchaser contracted is insolvent) so long as the entity actually performed construction work.

This judicially created legal theory has been argued by plaintiffs at the trial court level to extend to design professionals. However, there is no appellate authority permitting such an extension. Our firm has obtained multiple dispositive orders defeating causes of action based on the IWH on one or more of the following grounds: (1) the work of design professionals does not carry any common law or statutory implied warranties; (2) the IWH has never been judicially expanded to entities that did not perform construction work; (3) the IWH may only be asserted by residential purchasers; and (4) the economic loss doctrine is not abdicated by assertion of the IWH.

One of the firm’s recent victories came in the case of *Buena Pointe Condominium Association v. Burling Builders, Inc.*, Circuit Court of Cook County, Case No. 2009 L 014800. The associa-

tion brought suit against the project’s general contractor, Burling, and the project’s architect. Burling, in turn, brought a third-party action against the project’s architect and our firm’s client, the architect’s structural engineering consultant, asserting causes of action based on the IWH. The damages claimed involved alleged deficiencies to the condominium structure and some units, all of which constituted purely economic losses. Both the architect and engineer brought motions to dismiss on all four aforementioned bases. The association and Burling, conceding their positions, sought an extension of the law, contending that principles of equity should permit application of IWH liability to any party that may have caused a defect, regardless of the nature of its services.

The Circuit Court, in a thoroughly reasoned opinion, interpreted *Minton* as applying only to entities that performed actual construction work, agreeing that the builder-vendor is in the best position to effect adequate construction through its subcontractors. The Court continued by distinguishing the practice of construction from the practice of architecture, identifying that architects are professionally trained and are subject to state-mandated licensing standards, not to oversight by builder-developers, contractors, or subcontractors who are untrained in professional design. The Court concluded by reinforcing the principle that a designer’s duty is limited by the terms of its contract. While Burling elected not to appeal the Court’s dismissal of its third-party IWH claims against the design professionals, it has appealed the Court’s denial of its analogous motion to dismiss the association’s IWH claim against it. This appeal is currently pending.

Similarly, in *Board of Managers of 1111 South Wabash Condominium Association v. 1111 South Wabash LLC*, Case No. 2008 L 538 in the Circuit Court of Cook County, the Court refused to extend the IWH to design professionals. *1111 South Wabash* was a construction/design defect case filed by the condominium board against the developer, contractor, and design pro-

fessionals involved in the development of a 36-story condominium building located at 1111 South Wabash in Chicago. The lone direct count against our architect client was for a purported breach of the IWH arising out of various alleged defects, including water leakage in the building’s uppermost floors and concrete balcony cracking.

The extensive procedural history of *1111 South Wabash* provides a clear example of the trial court’s inconsistent application of the *Minton* doctrine to design professionals. After the suit was initially filed, we moved to dismiss the complaint for failure to state a cause of action upon which relief could be granted (i.e., a cause of action based on the IWH does not apply, as a matter of law, to design professionals). In October 2009, Judge Dennis Burke granted our motion to dismiss. The Board filed a motion for reconsideration of the dismissal, and, after a change of judge occurred, Judge William Taylor granted the motion for reconsideration in May 2010, which served to bring our client back in the case. After another year-and-a-half of litigation and several more changes of judges, we moved for summary judgment based on a near-identical argument to that made in our original motion to dismiss which was granted by Judge Burke. After extensive briefing and oral argument, Judge John Griffin granted summary judgment in favor of our client, holding that the IWH does not apply to design professionals. Judge Griffin’s ruling was consistent with Judge Taylor’s ruling in *Buena Pointe* and appears to be the current trend among Cook County judges. However, only a definitive appellate court opinion will settle this unresolved issue. ■



Jonathan Mraunac, Esq.



CALIFORNIA APPELLATE COURT HOLDS THAT ASBESTOS IS A “POLLUTANT” AND THE RELEASE OF ASBESTOS IN A CONDOMINIUM BUILDING IS EXCLUDED FROM COVERAGE UNDER A FIRST-PARTY POLICY POLLUTION EXCLUSION

By Keith E. Butler, Esq. and Ciprian Dogaru, Esq.



Keith E. Butler, Esq.

Background

In 2003, the California Supreme Court held that the standard pollution exclusion in a comprehensive general liability policy applied only to events

“commonly regarded as environmental pollution” and not “ordinary acts of negligence involving harmful substances.” *MacKinnon v. Truck Ins. Exch.*, 31 Cal.4th 635 (2003). Based on this distinction, the Court held that the ordinary but negligent application of pesticides around an apartment building did not constitute an act of pollution.

Following *MacKinnon*, the issue became whether the Court’s limitation of liability pollution exclusions to environmental pollution, also applied to first-party property pollution exclusions. A California Court of Appeal addressed this issue for the first time in *Villa Los Alamos Homeowners Ass’n v. State Farm Gen. Ins. Co.*, 198 Cal.App.4th 522 (2011).

Holding

The appellate court in *Villa Los Alamos Homeowners Ass’n* held that the *MacKinnon* distinction between environmental pollution and ordinary acts of negligence involving harmful substances also govern the interpretation of a pollution exclusion in a first-party property insurance policy. The appellate court also held that asbestos was a “pollutant” within the meaning of, and excluded from cover-

age by, the first-party pollution exclusion.

Facts

The Villa Los Alamos Homeowners Association (“Association”) hired Cal Coast Construction (“Cal Coast”) to remove the acoustical ceilings and stairways of a three-story, 18-unit condominium building. The Association was aware that the acoustical ceilings contained asbestos material.

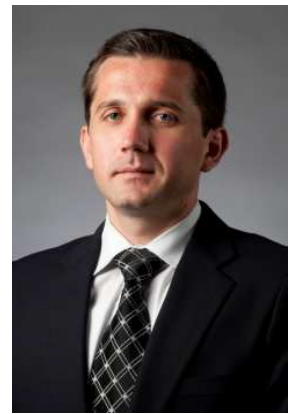
During the course of its work, Cal Coast disturbed the asbestos contained in the acoustical ceilings. As a result, asbestos fibers were released into the air, the common area hallways and stairwells, individual condominium units within the building, and outside of the building.

The Bay Area Air Quality Management District (“District”) cited and removed Cal Coast from the project. The District also ordered the Association to perform a comprehensive abatement of the building.

The Association incurred \$650,000 in asbestos abatement costs, and submitted a claim for those costs to State Farm under a policy that provided both property and liability coverage. The liability coverage portion of the policy was not at issue as the Association dismissed with prejudice its liability claims against State Farm.

The property coverage portion of the policy consisted of an “open peril” form which provided coverage “for accidental direct physical loss” caused by an insured loss to buildings and personal property, unless specifically excluded by the policy. The property coverage form included an exclusion that eliminated coverage for “any loss caused by one or more of

the items below: ... 1. the presence, release, discharge or dispersal of pollutants, meaning any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, soot, fumes, acids, alkalis, chemicals and waste”



Ciprian Dogaru, Esq.

Coverage Dispute

The Association alleged that *MacKinnon*, a liability coverage case, applied to its first-party claim, and that under that authority, the pollution exclusion in the State Farm policy did not eliminate coverage for the single, negligent, and localized asbestos release at its building. State Farm countered that *MacKinnon*’s restriction of the pollution exclusion to traditional environmental pollution had no application to losses arising under a first-party property policy.

The appellate court acknowledged the existence of analytical differences between first-party property and third-party liability policies, but held that “the general principles announced in *MacKinnon* ... also pertain in the context of a coverage dispute over first party property insurance.”

(Continued on Page 7)



California Appellate Court Holds That Asbestos Is A “Pollutant”

(Continued from Page 6)

Thus, the appellate court agreed with the Association that the pollution exclusion of a first-party policy, like the pollution exclusion of a liability policy, applies only to environmental pollution and not ordinary acts of negligence involving harmful substances.

The appellate court was evidently swayed by the fact that the pollution exclusion in the property coverage portion of the policy was identical in all material respects to the pollution exclusion in the liability coverage portion of the policy. According to the appellate court, a reasonable insured, purchasing one policy containing both kinds of coverage, each with a pollution exclusion identical in all material respects, would not expect that the words in the two exclusions would be interpreted differently, and with different legal outcomes, depending on where they appeared in the policy.

The appellate court also held that under California law asbestos is a “pollutant” within the meaning of the exclusion, and addressed whether the contamination of the building constituted environmental pollution or merely negligent handling of harmful substances.

The Association alleged that the single, unintentional, localized asbestos release was a mere ordinary act of negligence and thus not environmental pollution under *MacKinnon*. The Association further alleged that a layperson would not regard the release of asbestos as environmental “dispersal” within the meaning of the exclusion.

The appellate court rejected the Association’s argument that the

asbestos release was a mere ordinary act of negligence. According to the appellate court, the release of the asbestos constituted environmental pollution because asbestos removal is stringently regulated under various statutes and regulations, entails highly technical protocols, imposes strict licensing requirements of contractors who engage in asbestos related work, and calls for heavy penalties for protocol and license violations.

The appellate court distinguished *MacKinnon* on the grounds that a homeowner may purchase and apply pesticides in a residential setting to kill insects, but a homeowner could not, on his or her own, remove an acoustical ceiling containing asbestos without violating a myriad of laws.

The appellate court also rejected the Association’s argument that the release of asbestos in the building did not constitute an environmental “dispersal” subject to the exclusion. According to the appellate court, a reasonable insured would understand that the scraping of the acoustical ceiling freed asbestos fibers from containment and allowed them to spread throughout the building corridors, stairwells, residential units, HVAC system, and exterior grounds.

The appellate court further rejected the Association’s argument that a one-time release of asbestos was not environmental pollution within the meaning of the exclusion. According to the appellate court, the number of releases is immaterial to the determination of what constitutes environmental pollution. A one-time event may constitute environmental pollution and trigger the pollution exclusion.

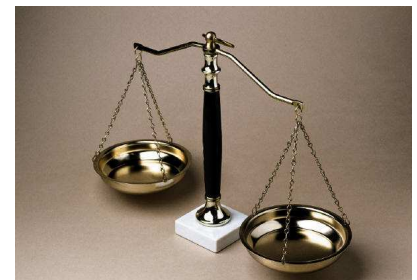
Comment

The basic determination of what falls within a first-party policy exclusion will now be driven by the distinction between “events commonly regarded as environmental pollution” and “ordinary acts of negligence involving harmful substances.” As *MacKinnon* acknowledged, and *Villa Los Alamos Homeowners Ass’n* reiterated, these terms are “not paragons of precision, and further clarification may be required.”

The court in *Villa Los Alamos Homeowners Ass’n* delineated certain factors to assist with the analysis, but there is no bright-line rule to distinguish between environmental pollution and ordinary acts of negligence involving harmful substances.

In the future, we expect the dispute to be over what constitutes ordinary acts of negligence involving harmful substances. The question will be whether the facts of a particular claim are analogous to the pesticides scenario which was not excluded from coverage in *MacKinnon*, or the asbestos scenario in *Villa Los Alamos Homeowners Ass’n* which was excluded from coverage.

Interesting questions may also arise as a result of the appellate court’s somewhat counterintuitive holding that excluded environmental pollution can occur within the physical confines of a condominium building.■



PATRICIA RYAN RETIRES



Patricia Ryan

We are sad to announce the retirement of Patricia (Pat) Ryan, who was a legal secretary at our Emeryville office. Pat began at Rudloff Wood & Barrows in 2002 and continued

with FGPPR after the firm merger in 2010. She will be missed. Pat was a team player whose legal assistance contributed to the success of this firm.

For those of us who worked with Pat for so many years, we are not only thankful for her service, but also for her dedication, wis-

dom, integrity, thoughtfulness, and friendship. We applaud Pat for reaching her professional goal and wish her the best in the next stage of her life.■



PRESENTATIONS

Ed Rudloff and Marjie Barrows at Loss Executives Association in Tampa

In January 2012, San Francisco partners Ed Rudloff and Marjie Barrows participated in a panel discussion entitled “Controlling Claims and Litigation Expenses in Today’s World” at the annual meeting of the Loss Executives Association in Tampa, Florida. They were joined on the panel by Orville Hormann of Nationwide Insurance, Peter Evans of Evans Adjusters, Steve Rosenthal of RGL Forensics, Damien Renella of ACE USA, and Richard Verna of Markel. The presentation included back to back three-hour workshops. The Loss Executives Association is considered one of the foremost organizations of high level company property insurance professionals both here in the United States and across the globe.■

Thomas Orlando at Property Loss Research Bureau

Thomas B. Orlando, a partner at our Chicago office, spoke at the Property Loss Research Bureau (PLRB) in Orlando, Florida on April 17 and 18, 2012. His topic was “Challenges in Various ADR Formats.” Mr. Orlando discussed appraisal, arbitration and mediation along with his co-panelists Raymond Pawlak of PWP International and Timothy Voncina of RGL Forensics.■

SPORTS UPDATE

San Francisco partner Ed Rudloff has enjoyed continued success in masters swimming this year. An All-American, Ed won the 200 meter freestyle and 200 meter butterfly in the 65+ division at the United States Masters Swimming National Championships held in the Olympic Trials pool in Omaha in July. Ed also made the podium in the 100, 400, and 1500 meter freestyle races and the 100 meter butterfly. In open water swimming, among men of his age, Ed won the Donner Lake Swim (2.7 miles), the Balboa to Newport Beach Pier Swim (2 miles) and won the race across the Maui Channel with his Olympic Club relay team. He was 82 out of 900 in the Waikiki Roughwater Swim (2.4 miles) with a second place finish by only 3 seconds of men in his age group.■

San Francisco partner Renee Peters took part in the August 2012 San Francisco Half Marathon. The course was beautiful in that it started along the Embarcadero in the financial district, went along the waterfront to the Marina, then along Chrissie Field (next to the Bay), up and across the Golden Gate Bridge and back, then into the Golden Gate Park. Renee accomplished her goal which was to complete the marathon in under 2 hours.■

FORETHOUGHT BY ED RUDLOFF



G. Edward Rudloff, Jr., Esq.

Well, Friends, as always, we hope you enjoyed this latest issue of *FGPPR Legal Reflections*. It comes at a

time when the firm continues to enjoy growth and success, with lots of new faces, and the expansion of our offices in Chicago, New York, Newport Beach and San Francisco.

All of us at FGPPR are excited about the arrival of Patti Winter, our new Director of Administration, headquartered in Chicago. A Chicago native, Patti joins us with more than thirty-five years of professional experience in law firm administration and continues to be highly placed in the Association of Legal Administrators.

Out here in the Bay Area, Paige McDaniel is our new California Office Administrator. Paige has twenty-five years in the profession spending much of it at several of the country's largest law firms. In her spare time, Paige coaches basketball and triathlon, and is raising two school-aged children.

"Our path to success is to provide our clients with high quality, cost effective, aggressive advocacy tempered only by civility and dignity."

Ed Rudloff

On the other side of things, one of our valued legal secretaries, Pat Ryan, just retired after having spent more than ten good years with us. She left foggy San Francisco for sunny Florida where she expects to relax a little from now on.

It is always with pleasure and pride that we announce that members of the firm have been recognized as Super Lawyers across the country. Out here in San Francisco, the list includes Marjie Barrows, Renee Peters, Kathleen DeLaney and yours truly in the area of insurance coverage. In Chicago, included are Matt Ponzi and Mike Foran in insurance coverage, Mary O'Connor, in medical malpractice and Doug Palandech in construction. In New York, Greg Smith made the list in insurance coverage. Less than five percent of the practicing attorneys achieve this recognition: it is gratifying that so many at FGPPR have been honored by their colleagues. Also, Douglas Allen and Jonathan Zaghera have, respectively, been recognized as Illinois and New

Jersey Super Lawyer's Rising Stars.

The San Francisco office will return to its tradition of holding quarterly luncheon seminars. This fall, we are planning a blockbuster on the subject of "Appraisal" of loss under the property insurance contract. We have lined up several top-notch claims professionals who will put on a panel discussion. The appraisal process has been, in our humble opinion, "butchered" out here in California over the last ten or so years. It needs to once again become an important tool in resolving disputes over the amount of loss on disputes arising out of property claims. Hopefully, the seminar will illuminate the issues and offer solutions for resolution down the line. Look for an announcement shortly.

Finally, we trust that you and your families have enjoyed the Summer and that the first two quarters of 2012 have been economically more rewarding than the last several years. We thank Rose Njugu for her capable editing of this issue. ■



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