

# Robert E. Underdown, AINS, SIA, AIC, ARM, CFLC

## INSURANCE EXPERT WITNESS

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### EXPERT WITNESS CASE LIST

**Abigail Wolfe Rizor, as Personal Representative of the Estate of Russell Rizor, decedent v. IOA Group, LLC**

**Case No. 2018-CA-012734-O**

**Circuit Court of The Ninth Judicial Circuit in and For Orange County Florida**

Opinion: June 2020

Issue: Did employee Rizor properly increase the limit of his life insurance?

**Randy T. Brewster v. Transamerica Premier Life Insurance Company**

**Case No. CC-27-2019-C-36**

**Circuit Court of McDowell County, West Virginia**

Opinion: March 2020

Issue: Suitability issue and "Churning" by agent and improper claim handling by insurance company.

**JDM 5801 Deauville Blvd, LLC v. Residences at Midland**

**Case No. 2019CV33303**

**District Court, City and County of Denver, Colorado**

Opinion: March 18, 2020

Issue: Owner refused to tender the cost of repairing the roof to its insurance carrier despite sales agreement requiring seller to present claim to its insurance carrier and pay any applicable deductibles.

**Melinda Lou Armer v. CSAA General Insurance Company**

**Case No. 2:19-cv-04402-dwl**

**United States District Court for the District of Arizona**

Supplemental Opinion: February 17, 2020

Deposition: May 21, 2020

Issue: Was the handling of Armer's claim by CSAA within the generally accepted guidelines for claims handling.

**Bull Enterprises, Inc., et al v. Nationwide Agribusiness Insurance, et al**

**Case No. RIC 1802583**

**Superior Court of California, County of Riverside**

Declaration: January 17, 2020

Issue: Was Insurance company vicariously liable for its "insurance agent's" failure to provide the coverage requested by Plaintiffs.

**David Woodson and Patricia Kardos v. Homesite Indemnity Company, et al**

**Case No. S-1100-cv-201900405**

**Superior Court for the State of Arizona, County of Pinal**

Opinion: November 1, 2019

Issue: Policyholders purchased Homeowners insurance in response to a mailer from Wells Fargo, their Mortgage company. The policy was substandard in its coverage in multiple ways resulting in a shortfall in the recovery by the Policyholders.

**William E. Beifuss III; Holly Beifuss; CDA, Inc., et al v. Liberty Mutual Group, Inc., et al  
Case No. 180901353**

**Third Judicial District Court of Salt Lake County, State of Utah**

Consultation: November 2019

Issue: "Ownership" of insured property. Did additional insured receive Notice of Cancellation of the property coverage from the Insurance company.

**Century National Insurance Company, et al v. Douglas J. Gardner, Esq.**

**Case No. 2:18-cv-02090**

**United States District Court for the District of Nevada**

Deposition: August 3, 2019

Issue: *Standard of Care for Litigation Supervision*

**David & Martha Cooperman v. Webb & Greer Insurance Agency, Inc., USI of Southern California Insurance Services, Inc., Secura Insurance Services, Inc., et al**

**Case No. CV2018 055656**

**Superior Court for the State of Arizona, Maricopa County**

Opinion: July 29, 2019

Rebuttal Opinion: July 29, 2019

Issue: *Underinsured Motorist Coverage and Insurance Agent and Broker Standard of Care*

**Media Print, Inc. v. Nationwide Insurance Company of America, et al**

**Case No. C2018-003289**

**Superior Court for the State of Arizona, Maricopa County**

Opinion: February 2019

Deposition: May 13, 2019

Issue: *Property Insurance Coverage*

**Performance Audio Video Inc. v. Kapatoes Insurance Services, LLC, et al**

**Case No. C2018-007862**

**Superior Court for the State of Arizona, Maricopa County**

Opinion: February 2019

Issue: *Insurance Agent Standard of Care*

**Latrikunda Transport Services, LLC v. Russo & Associates Services, Inc.**

**Case No. C20164071**

**Superior Court for the State of Arizona, Maricopa County**

Affidavit: February 2019

Issue: *Insurance Producer Standard of Care*

**Elizabeth Enright v. CSAA Fire & Casualty Insurance Company, et al**

**Case No. C2018-007042**

**Superior Court for the State of Arizona, Maricopa County**

Opinion: December 2018

Issue: *Claims Handling Standards*

**Paul Montanarella and Arrowhead Anesthesia Physicians, PC v. Pacific Life Insurance Company, John Steel, et al**

**Case No: CV 2017-000518**

**Superior Court for the State of Arizona, Maricopa County**

Opinion: October 2018

Issue: *Insurance Agent Standard of Care for Life Insurance Suitability*

**Corral and Talavera as assignees of Cosme Jaquez v. Caroline Telles, et al**  
**Case No: D-202-CV-2017-02795**

**State of New Mexico, County of Bernalillo, Second Judicial District**

Affidavit: September 2018

*Issue: Insurance Agent Standard of Care to advise regarding policy limits*

**Travelers Property Casualty Company of America, Plaintiffs/Counter Defendant v. One Stop Contracting, Inc. Defendants/Counter Claimant : One Stop Contracting, Inc., Third Party Plaintiff v. CDS Insurance Agency, LLC, Third Party Defendants**

**Case No: CV 2016-053086**

**Superior Court for the State of Arizona, Maricopa County**

Opinion: September 2018

*Issue: Insurance Agent Standard of Care for explaining Workers' Compensation payroll reporting for independent contractors*

**Arvest Bank, et al v. Branson Landing Hotel, LLC and HCW Development Company LLC, et al**

**Case No: 17CT-CC00536**

**In the District Court of Christian County, State of Missouri**

Opinion: August 2018

*Issue: Insurance Company Standard dispersing loss payments to insureds*

**Glover and Pridemore, Plaintiffs v. City of Norfolk, Virginia and Richard J. Hryniewich, Defendants v. Willard Marine, Inc, et al, Third Party Defendant**

**Cases No: 2:17-cv-00109 and 2:17-cv-00110**

**United States District Court for the Eastern Division of Virginia, Norfolk Division Opinion**

Opinion: August 2018

*Issue: Insurance Coverage for Sea Trials under a Marine Liability policy*

**Marine Quest Hidden Cove LP v. United Specialty Insurance Company, John Mark Harris, Vericlaim, Inc., and Champion Commercial Insurance Agency**

**Case No: DC-17-11084**

**United States District Court for the District of Dallas County, Texas**

Opinion: August 2018

*Issue: Insurance Agent Standard of Care for procurement*

**2032 LLC, a Limited Liability Company v. Allied Insurance Group, Lisa Harrison, et al**

**Case No: CV2017-013095**

**Superior Court for the State of Arizona, Maricopa County**

Opinion: July 2018

*Issue: Insurance Agent Standard of Care for remitting premium*

**Modesta Jane Propst, et al v. Jerry Hyman, et al**

**Case No: CV 2016-015816**

**Superior Court for the State of Arizona, Maricopa County**

Consultation: May 2018

*Issue: Insurance Agent Standard of Care Marketing 419A(f)(6) Prepare Plans*

**Teri Webster v. United Property & Casualty Insurance Company**

**Case No: Not Assigned**

**Charleston, South Carolina**

Consultation: May 2018

*Issue: Insurance Policy Coverage question for water damage*

**Beautie Moore v. Long Beach Memorial Medical Center, et al**  
**Case No: BC658795**  
**Superior Court for the State of California, County of Los Angeles-Central District**  
Consultation: May 2018  
*Issue: Insurance Coverage Standards for Certificates of Insurance and Professional Liability Policies*

**J Levine Auction & Appraisal LLC v. Covington Specialty Insurance and AMD Insurance Services**  
**Case No: CV2017-056421**  
**Superior Court for the State of Arizona, Maricopa County**  
Opinion: April 2018  
*Issue: Insurance Broker Standard of Care for Insurance Placement and Risk Management Consulting*

**Performance Audio Video Inc. v. Marnie Anne Lewis**  
**Superior Court for the State of Arizona, Maricopa County**  
Consultation: April 2018  
*Issue: Agent/Broker Standard of Care*

**Housing Enterprise Insurance Company, Inc. v. Emerald Housing Management, LLC, et al**  
**Case No: 3:17-CV-00241**  
**United States District Court Eastern District of Tennessee, Knoxville Division**  
Opinion: March 28, 2018, Defendant  
Deposition: June 14, 2018  
*Issue: Agent/broker Standard of Care*

**The Estate of Dale Shade, Dec'd v. McAlister-Gray Agency Ltd., et al**  
**Case No: PB2016-001419**  
**Superior Court of the State of Arizona, Maricopa County**  
Affidavit: March 23, 2018  
*Issue: Agent/broker Standard of Care*

**Accident Insurance Company v Jesus Solis and Agency One and Karen Monday**  
**Case No: 2016-CP-27-0439**  
**In the court of Common Pleas, State of South Carolina, County of Jasper**  
Consultation: February 2018  
*Issue: Insurance Agent Standard of Care Explaining Workers' Compensation audit procedures*

**Gerry Henderson v. Liberty Insurance Agency, LLC, et al**  
**Case No: CV2016-013516**  
**Superior Court for the State of Arizona, Maricopa County**  
Opinion: December 13, 2017  
Affidavit: January 25, 2018  
*Issue: Insurance Agent Standard of Care*

**Clarendon National Insurance Company v. Cardinal Logistics Management Corp, et al**  
**Case No. 2:15-cv-01309-GEB-KJN**  
**United States District Court, Eastern District of California**  
Affidavit: March 6, 2017  
*Issue: Workers' compensation claims reporting and coverage.*

**Lyn R. Wilber v. Agents Alliance Services Ltd., et al**  
**Case No. DC-17-08750**  
**United States 95<sup>th</sup> Judicial District Court Dallas County, Texas**  
Opinion: February 2018  
*Issue: Insurance Agent Standard of Care*

**Pennsylvania Manufacturers' Assoc. Ins. Co. v. Promise Healthcare, Inc.**  
**Case No: 9:17-cv-80906**

**United States District Court for the Southern District of Florida**

Opinion: November 27, 2017, Defendant

Deposition: December 22, 2017

*Issue: Claims Reserves on Workers' Compensation Retrospectively Rated Plan*

**Pavlick v. Brown and Brown**

**Case No: TBA**

**Superior Court of the State of Arizona, Maricopa County**

Consultation: March 20, 2017, Plaintiff

*Issue: Motor vehicle accident with damages far in excess of available liability coverage*

**Continental Casualty Company v. The Kroger Company**

**Case No. 2:16-cv-04087**

**United States District Court, Central District of California**

Opinion: March 6, 2017

*Issue: Workers' Compensation claims reporting and under excess workers' compensation policies.*

**Bobby Lee Tucker, Sr. V. Joe Doe and dba Doe Trucking Company**

**Case No: 2010-CP-16-0315**

**Court of Common Pleas Fourth Judicial Circuit, State of South Carolina, County of Darlington**

Consultation: February 2017, Defendant

*Issue: Uninsured Motorist verdict in excess of "stacked" policy limits*

**J. Allen Phelps and Katarina Phelps v. Farm Bureau Property & Casualty Insurance Company, et al**

**Case No: CV-14-429**

**Superior Court of the State of Arizona, Santa Cruz County**

Consultation: October 2016 Plaintiff

Opinion: February 2017

*Issue: Insurance coverage and claims handling.*

**Mike R. Narramore v. Compsource Mutual**

**Case No: 2011-07657F**

**District Court of Garvin County, State of Oklahoma**

Consultation: December 2016 Defendant

Deposition: February 2017

*Issue: Workers' compensation claims handling.*

**Werner Wester-Ebbinghaus v. Massachusetts Mutual Life Insurance Company, et al**

**Case No: CV2016-010420**

**Superior Court of the State of Arizona, Maricopa County**

Consultation: December 2016 Plaintiff

*Issue: Life insurance suitability.*

**Janice Ghio v. Webster and Shipe, et al**

**Case No: 201600229**

**Superior Court of the State of Arizona, Yavapai County**

Consultation: December 2016 Defendants

*Issue: Life insurance suitability.*

**Jacquelyn Crump and Christopher Crump v. American Family Insurance Company, et al**

**Case No: CV-16-01186-PHX-DLR**

**United States District Court District of Arizona**

Consultation: October 2016

*Issue: Standard of care for handling underinsured bodily injury claim.*

**David Perpignan v. Geico Indemnity Co., et al**  
**Case No: CV16-1280-PHX-ROS**  
**United States District Court District of Arizona**  
Consultation: October 2016 Plaintiff  
*Issue: Motorcycle policy coverage PIP.*

**Strange Land, Inc. v. RCS Inc., et al**  
**Case No: CV14-02181**  
**United States District Court District of New York**  
Consultation: October 2016 Defendant  
*Issue: Insurance agent standard of care.*

**Richard v. State Farm**  
**Case No: N/A**  
Consultation: October 2016 Plaintiff  
*Issue: Tenant homeowner's coverage issue.*

**BK Sterling, LLC v. Affinity Group Management Co, Inc., et al**  
**Case No: C2014**  
**Arizona Superior Court, Pima County**  
Consultation: September 2016 Plaintiff  
*Issue: Coverage for unoccupied property being rebuilt.*

**Victor Yim v. Ameritas Life Insurance Corp., et al**  
**Case No: Not Assigned**  
**United States District Court District of New York**  
Preliminary Opinion: July 25, 2016 Plaintiff  
*Issue: Standard of care for Disability Insurance Company Post-Claim underwriting and allegations of misrepresentation by applicant.*

**Brian R. Geiger and Loreen Geiger v. Farmers Insurance Company of Arizona; Michael S. Herrmann Insurance Agency**  
**Case No.: CV2014-003260**  
**Superior Court of Arizona, Maricopa County**  
Opinion: June 4, 2015 Plaintiff  
Supplemental Opinion: October 9, 2015  
Deposition: June 27, 2016  
*Issue: Standard of care for Insurance Agent to explain and process UN/UIM coverage form.*

**Gina C. Reina v. Jackson National Life Insurance Company, et al**  
**Case No: C20152889**  
**Superior Court for the State of Arizona, Pima County**  
Preliminary Opinion: June 1, 2016 Plaintiff  
*Issue: Standard of care for Health Insurance Agent and Health Insurance Agency to follow up regarding failed automatic bank withdrawal for premium payments.*

**New Mexico Mutual Casualty Company v. RC Mobile Home Services & Transport, Inc. etal**  
**Case No.: D-202-CV-2015-02089**  
**Second Judicial District Court New Mexico, County of Bernalillo**  
Consultation: June 2016  
*Issue: Late payment of workers' compensation insurance premium.*

**Schneider v. Allstate Indemnity Company, et al**  
**Case No.: 2015-CP-23-3841**  
**Court of Common Pleas South Carolina, Greenville County**  
Consultation: June 2016  
*Issue: Application of the business pursuits exclusion in a home owners policy.*

**Campbell v. Fidelity Title Co.**

Consultation: February 18, 2016 Plaintiff

*Issue: Standard of care for Title Insurance Companies and Title Agencies*

**Aloys Horicubonye; Bendera Mwana-Mbeya v. Country Preferred Insurance Company**

**Case No.: CV2015-091680**

**Superior Court of Arizona, Maricopa County**

Consultation: February 3, 2016 Plaintiffs

*Issue: Standard of care for insurance agent writing automobile insurance policies.*

**Investors Mortgage Holdings, Inc. v. Lloyds, London**

**Case No.: 2:14-cv-02001-PHX-NVW**

**District Court for the District of Arizona**

Consultation: January 14, 2016 Plaintiffs

*Issue: Coverage question under a Mortgage Banker/ Mortgage Brokers Lloyds Certificate for Insurance Requirement Errors and Omissions.*

**Jaynes Corporation v. Steadfast Insurance Company**

**Case No.: D-202-CV-2009-12089**

**State of New Mexico, County of Bernalillo, Second Judicial District**

Opinion: January 15, 2016 Third Party Defendant

*Issue: Coverage question for a "Microbial Event" for which a payment had been made by the policyholder's previous carrier and the policy in question had two different applicable exclusions and a \$250,000 SIR.*

**Emerald Coast Finest Produce Company, Inc. v. Sunrise Fresh Produce, LLC, et al**

**Case No.: 2:14-CV-00166-KS-MTP**

**District Court for the Southern Division of Mississippi, Eastern Division**

Consultation: December 15, 2015 Defendant

*Issue: Agent/broker standard of care*

**Jan Machado v. Byron Udall & Associates, Inc. dba Accuquote**

**Case No.: 4:14-cv-3590**

**District Court for the Southern District of Texas, Houston Division**

Opinion: December 7, 2015 Third Party Defendant

*Issue: Standard of care for life insurance agents.*

**Kalman Letrich & Angela Letrich v. Stillwater Insurance Company**

**Case No. CV2014-051366**

**Superior Court of Arizona, Maricopa County**

Opinion: December 2015

*Issue: Bad faith coverage question.*

**Auto-Owners Insurance Company, et al vs. A.G.O. Contracting, Inc., et al**

**Case No.: 3:14-CV-1353**

**District Court for the Middle District of Tennessee**

Opinion: October 16, 2015 Plaintiff

*Issue: Standard of care for insurance broker's failure to procure.*

**Wash'N'Roll, LLC dba Specialty Linen Service, et al v. Selective Insurance Company of the Southeast**

**Case No.4:14-cv-02780-JRA**

**District Court for the Northern District of Ohio Eastern Division**

Opinion: September 1, 2015 Defendant

*Issue: Standard of care for insurance company claims handling – insured's failure to document the claim.*

**Levern McCray v. Allstate Insurance Company and Liberty Mutual Fire Insurance Company**

**Case No.: 3:14-cv-2623-TLW**

**District Court for the District of South Carolina Columbia Division**

Opinion: August 31, 2015 Defendant

*Issue: Standard of care for insurance company claims handling - bad faith allegations.*

**Cozetta G. Chadick and Douglas Chadick vs. IHS Insurance Group, LLC**

**Case No.: 2014-70909**

**District Court Harris County, Texas 152<sup>nd</sup> Judicial District**

Consultation: July 23, 2015 Defendant

*Issue: Standard of care for placement of individual health insurance policy.*

**Citywide Contracting L.L.C. vs. Companion Property & Casualty Insurance Company, and Brown & Brown Insurance of Arizona, Inc.**

**Case No.: CV2013-090133**

**Superior Court of Arizona, Maricopa County**

Opinion: April 20, 2015 Defendant

*Issue: Property insurance claims handling standard of care.*

**Lexon Insurance Company vs. Valley Springs Estates, LLC**

**Case No.: CV2013-00153**

**The Superior Court of the State of Arizona in and for the County of Coconino**

Consultation: April 14, 2015 Defendant

*Issue: Premium determination for Subdivision, Surety Bonds.*

**Travelers Casualty and Surety Company of America vs. G.I. Bechthold Corporation:**

**Donna Bechthold and Glenn Bechthold**

**Case No.: 3:13-cv-02962-JM-WVG**

**United States District Court Southern District of California**

Opinion: April 6, 2015 Defendant

Supplemental Opinion: June 4, 2015

Deposition: September 24, 2015

*Issue: Insurance agent/broker standard of care for placement of Surety Bonds.*

**Lakrisha Bernice Givens v. Nakeisha Joelle Scales, et al**

**Case No. CV2015-002536**

**Superior Court of Arizona, Maricopa County**

Affidavit: April 24, 2015

*Issue: Cost of rental car.*

**Jill Thommen vs. Farmers Insurance Company of Arizona, et al.**

**Case No.: CV2014-010821**

**Superior Court of the State of Arizona, County of Maricopa**

Opinion: February 17, 2015 Plaintiff

*Issue: Standard of care for insurance agent to recommend additional UM/UIM coverage.*

**Timothy Happeny and Laural Ashford vs. Wells Fargo Insurance Services USA, Inc., et al.**

**Case No.: 4:14-cv-01919-BPV**

**United States District Court in and for the District of Arizona**

Opinion: December 19, 2014 Defendant

Deposition: January 16, 2015 Defendant

*Issue: Insurance agent/broker standard of care in insurance placement.*



**Allied Waste North America, Inc. and BFI Waste Services, LLC vs. Lewis, King, Krieg & Waldrop, PC et al.**

**Case No.: Civil No. 3:13-cv-254**

**United States District Court for the Middle District of Tennessee at Nashville**

Opinion: September 5, 2014 Defendants

Deposition: December 11, 2014 Defendants

*Issue: Standard of care for corporate risk manager supervising litigating files.*

**Craig Miller and Jennifer Miller vs. Sam Winter and Diane Luz Winter; Sam Winter Insurance Agency, Inc.**

**Case No.: CV2013-011708**

**Superior Court, State of Arizona, Maricopa County**

Opinion: October 28, 2014 Plaintiff

*Issue: Standard of care for insurance agent to properly complete and document placement of their client's insurance needs.*

**Erma Tackett vs. Western National Assurance Company**

**Case No.: A-12-671701-C Dept. No. XIX**

**District Court Clark County, Nevada**

Opinion: October 3, 2014 Defendant

*Issue: Standard of care for Insurance Company handling uninsured motorists claims.*

**Debbie Plucker vs. United Fire & Casualty Company**

**Case No.: Civ. 12-4075**

**United States District Court for the District of South Dakota, Southern Division**

Opinion: September 8, 2014 Defendant

*Issue: Standard of care for claims handling with uncooperative insured.*

**Granite Construction Company and Border Traffic Safety, LLC vs. BBVA Compass Insurance Agency; Med James, Inc. et al**

**Case No.: C20130313**

**Superior Court Pima County Arizona**

Opinion: August 2014 Plaintiff

*Issue: Insurance agent/broker standard of care in insurance placement.*

**Occupy Tucson v. City of Tucson**

Affidavit: July 25, 2014

Issue: Special Use Permit.

**Michael Conner and Kathy Camps vs. Beaver Insurance Agency, et al**

**Case No.: S-1500-CV-201400013**

**Superior Court La Paz County, Arizona**

Opinion: July 11, 2014 Plaintiff

*Issue: Insurance agent/broker standard of care in insurance placement and documentation.*

**Emily Behnke and Karen Behnke vs. Mid-Century Insurance Company and DOES 1 through 10, Inclusive**

**Case No.: 37-2013-00035990-CU-BC-CTL**

**Superior Court of the State of California for the County of San Diego, Central Division**

Consultation: June 2014 Plaintiff

*Issue: Insurance company claims handling standard of care.*

**DST Homes Inc. vs. State Auto Property and Casualty Insurance Co., et al**

**Case No.: Civil No. 100500504**

**Third Judicial District Court for Summit County, State of Utah**

Opinion: April 15, 2014 Plaintiff

Deposition: August 7, 2014 Plaintiff

*Issue: Insurance company claims handling standard of care.*

**Maryland Casualty Company vs. Liberty Roofing, LLC, et al**  
**Case No.: cv2013-001960 (consolidated with CV2013-001180)**  
**Superior Court of Arizona, County of Maricopa**  
Opinion: March 26, 2014 Defendant  
*Issue: Subrogation claims handling standard of care.*

**Franklin and Debbie Dash v. Selective Insurance Company of South Carolina**  
**Civil Action No.: 5:12-2732-TLW**  
**United States District Court for the District of South Carolina, Orangeburg Division**  
Opinion: February 24, 2014 Defendant  
*Issue: Insurance company claims handling standard of care.*

**American United Life Insurance Company vs. Thomas D. Broatch and Lynda Garland**  
**Case No.: 2:13-cv-00956-SRB**  
**United States District Court for the District of Arizona**  
Opinion: February 5, 2014 Plaintiff  
Deposition: May 20, 2014 Plaintiff  
*Issue: Insurance company claims handling standard of care.*

**Joe Moya, et al v. Josue Noriega Navarrete, et al**  
**Case No. CV2013-010109**  
**Superior Court of Arizona, Maricopa County**  
Affidavit: December 12, 2013  
*Issue: Cost of rental car.*

**Gallegos vs. Gonzalez, et al and Related Cross Actions**  
**Case No.: 586980**  
**District Court Clark County, Nevada**  
Opinion: November 2013  
Supplemental Opinion: December 2013  
*Issue: Standard of Care for Claims Handling*

**DR Horton v. Maryland Casualty**  
**Case No.: 3:12-cv-3353-JFA**  
**United States District Court, District of South Carolina, Charleston Division**  
Opinion: August 2013 Defendant  
*Issue: Insurance coverage for an additional insured in a construction defect case.*

**Essex Insurance Company v. Knight, Nichols, Adiz. LLC, ATC Development, Duck & Son Roofing - The Owners at The Christopher Downs Project**  
**Case No.: 1:13-cv-00251- JMC**  
**United States District Court for the District of South Carolina**  
Opinion: June 18, 2013 Plaintiff  
*Issue: Insurance coverage in a construction defect case and the "time on risk calculation".*

**Ezequiel Casillas and Sonia Casillas, husband and wife vs. American Family Mutual Insurance Company ; Maureen E. Roberts and John Doe Roberts, wife and husband; John Does I-X**  
**Case No. CV2011-018597**  
**Superior Court of the State of Arizona in and for the County of Maricopa**  
Opinion: May 2013 Plaintiff  
Deposition: August 2013  
*Issue: Insurance claims handling issues in a underinsured motorist case.*

**D.R. Horton, Inc. and C. Richard Dobson Builders, Inc., v. American Southern Insurance Company**

**Case No.: 2:12-cv-01697-RMG**

**United States District Court for the District of South Carolina**

Opinion: April 2013 Defendant

Supplemental Opinion: June 2013

Deposition: June 2013

*Issue: Insurance coverage for an additional insured in a construction defect case.*

**Essex Insurance Company v. Carriage Hill Associates, et al - "The Oaks"**

**Case No.: 2:12-cv-014770-RMG**

**United States District Court District of South Carolina**

Consultation: March 2013 Defendant

*Issue: Insurance coverage and claims handling issues in a construction defect case, "time on risk calculation".*

**David Chestnut and Kentucky, Inc. v. Van Meter Insurance Group, Phillip Schardein  
No Case Number, Prior to onset of litigation**

Opinion: March 2013 Plaintiff

*Issue: Standard of care for insurance agents/brokers in placement of property Insurance coverage.*

**Scottsdale Art Factory LLC vs. American Fire and Casualty and Horizon Insurance Group**

**Case No.: CV2011-015269**

**Superior Court of Arizona, Maricopa County**

Opinion: February 2013 Plaintiff

*Issue: Standard of care for property Insurance claims handling.*

**Steven J. Bernheim v. Hoffman Brown Company**

Declaration: November 8, 2012

Issue: Agent standard of care.

**Bone Enterprises, LLC, dba AUGIE'S Sports Grill v. M&O Agencies, Incorporated dba The Mahoney Group.**

**Case No. CV2012-015729**

**Superior Court of Arizona, Maricopa County**

Affidavit: October 2, 2012 Plaintiff

*Issue: Insurance agent standard of care to advise insured whether requested coverage has been acquired.*

**J&R Honeysuckle Enterprises Inc., v. Donald Wester Insurance Agency**

**Case No. CV2011-011971**

**Superior Court of Arizona, Maricopa County**

Affidavit: October 2, 2012 Plaintiff

*Issue: Insurance agent duty to inform client that a replacement auto policy did not contain Underinsured Motorist coverage as did the expiring policy.*

**Beazer Homes Corp. v. Essex Insurance Company, et al**

**Case No.: 4:10-cv-02419-RBH-TER**

**United States District Court District of South Carolina, Florence Division**

Consultation: October 2012 Defendant

*Issue: Insurance coverage and claims handling issues.*

**Hamel vs. Warranty Company, Inc.; Don Johnson; AAA Northern California, et al**

**Case No. 109CV147588**

**Superior Court of the State of California**

Declaration: July 2012 Plaintiff

*Issue: Claims handling standards.*

**Essex Insurance Company v. Laubenstein, Rowland, Adiz Development, Duck & Sons roofing, et al**

**Case No.: 1:12-cv-00193-TLV**

**United States District Court District of South Carolina, Aiken Division**

Opinion: July 2012 Plaintiff

*Issue: Declaratory Judgment – Insurance Contract – Time on Risk Calculation.*

**Stewart Information Services Corporation and Stewart Title Guarantee Company v. Great American Insurance Company**

**Case No.4:11-CV-02951**

**United States District Court for the Southern District of Texas, Houston Division**

Opinion: June 2012 Plaintiff

Deposition October 2012

*Issue: Coverage issue for Financial Institution Bond.*

**Lauren Neely v. Lana Dittbenner, et al**

**Case No. CV2012-003026**

**Superior Court of Arizona, Maricopa County**

Affidavit: May 15, 2012

Issue: Cost of rental car.

**Haider Al-Mosawi v. Justin Rion Beachy, et al**

**Case No. CV2011-009320**

**Superior Court of Arizona, Maricopa County**

Affidavit: March 17, 2012

Issue: Cost of rental car.

**Michael Kaye and Pamela Gerver-Kaye v. Jason Sliwoski, State Farm Insurance, et al**

**Case No.: BC446296**

**Superior Court of the State of California for the County of Los Angeles**

Opinion: January 2012 Plaintiff

*Issue: Standard of care for placement of life insurance.*

**Chris Spence & Rachel Gebhart v. Shaleen Marie Scott, et al**

**Case No. CV2011-013053**

**Superior Court of Arizona, Maricopa County**

Affidavit: October 25, 2011

Issue: Cost of rental car.

**Robert Urian, a single man v. Allstate Property & Casualty Insurance Company**

**Case No.: CV2011-012116**

**In the Superior Court of the State of Arizona in and for the County of Maricopa**

Consultation: October 2011 Plaintiff

*Issue: Standard of care for claims handling.*

**Ryne Kunce v. Time Insurance Company d/b/a/ Assurant Health**

**Case No.4:10-CV-00535**

**United States District Court Southern District of Iowa, Central Division**

Consultation: October 2011 Plaintiff

*Issue: Standard of care for claims handling under a short-term medical insurance policy.*

**Travelers Casualty Insurance Company of America, (Plaintiff/Counterclaim Defendant) v. HRE Ivy Holdings, LLC, (Defendant/Counterclaim Plaintiff)**  
**Case No.: 4:10-cv-148**  
**United States District Court for the Eastern District of Virginia, Newport News Division**  
Opinion: July 2011 Defendant/Counterclaim Plaintiff  
*Issue: Standard of care for claims handling.*

**El Paso Saturn, Inc. d/b/a/ Saturn of Las Cruces vs. Brown & Brown Insurance Services, R. Michael Hubley and Travelers Indemnity Company**  
**Case No.: CV-09-2211**  
**State of New Mexico, County of Dona Ana, Third Judicial District Court**  
Opinion: May 2011 Plaintiff  
*Issue: Standard of care for insurance brokers and agents.*

**Bermudez v. Leshney**  
**Case No.: CV2009-054603**  
**Superior Court of Arizona, Maricopa County**  
Opinion: April 2011 Defendant  
*Issue: Potential impact on insurability and employability of certain health issues revealed during the course of litigation.*

**Carolina Casualty Insurance Company vs. Nanodetex Corporation et al.**  
**Case No.: D-820-CV-200700155**  
**In the United States District Court for the District of New Mexico**  
Opinion: April 2011 Plaintiff  
*Issue: Standard of care for insurance company claims handling.*

**Continental Casualty Company v. F Star Property Management**  
**Case No.: EP10CA0102 KC**  
**In the United States District Court for the Western District of Texas El Paso Division**  
Opinion: March 2011 Plaintiff  
*Issue: Standard of care for insurance company claims handling and claims valuation.*

**Timothy D. Ryan as assignee of Moylif, Inc. d/b/a/ The Dubliner Irish Pub and Restaurant vs. F. William Griffeth and Hester Heitel & Associates Inc., an Arizona Corporation**  
**Case No.: CV2010-015101**  
**Superior Court of Arizona, Maricopa County**  
Opinion: February 2011 Plaintiff  
*Issue: Standard of care for insurance agent.*

**Knight Transportation, Inc., an Arizona Corporation, et al v. Baldwin & Lyons, Inc. an Indiana Corporation; Protective Insurance Company, Sagamore Insurance Company, B&L Brokerage Services, Inc., et al**  
**Case No.: CV2010-020885**  
**Superior Court of Arizona, Maricopa County**  
Consultation: June 2011 Plaintiff  
*Issue: Standard of care for workers' compensation TPA claims handling.*

**Rapid Park Industries and B.E.W. Parking Corp., v. Great Northern Insurance Company and Federal Insurance Co.**  
**Case No.: 09-CV 8292-JSR**  
**United States District Court, Southern District of New York**  
**Opinion: May 21, 2010 Plaintiff**  
Deposition: June 14, 2010  
*Issue: Coverage opinion for loss of business income claim.*

**Bolado v. Cole et al**  
**Case No. CV2009-052317**  
**Superior Court of Arizona, Maricopa County**  
Opinion: May 2010 Plaintiff  
*Issue: Standard of care for life insurance sales agents.*

**Marvin Evans vs. Certain Underwriters at Lloyds London, KMS Associates, Inc. and Greenwich Insurance Company**  
**Case No.: 06 CAVE 13343 (12)**  
**In the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida**  
Opinion: March 2010 Plaintiff  
*Issue: Standard of care for insurance agent to add additional insureds and coverage issues.*

**AJF Custom Homes, L.L.C., v. American Family Mutual Insurance Company, John Dall and Linda Dall, Husband and wife**  
**Case No. CV2009-018679**  
**Superior Court of the State of Arizona, County of Maricopa**  
Opinion: February 2010 Plaintiff  
*Issue: Standard of care for insurance agent placing coverage for building contractor.*

**Ceredian Benefit Services, Inc. v. Wayne M. Shuh, DBA the Wyndon Group**  
**Case NO. 09-10320-CI**  
**In the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida Circuit Civil**  
Consultation: January 2010 Plaintiff  
*Issue: Standard of care for paying finders fees or commissions for insurance business introductions.*

**Lakeland True Value Hardware, LLC v. Hartford Insurance Company**  
**In the District Court of the First Judicial District of the State of Idaho in and for the County of Kootenai**  
**Case No.: CV08-7069**  
Opinion: November 2009 Plaintiff  
*Issue: Standard of care for handling loss of business income claims.*

**Anderson v. Illinois Union Insurance Company**  
Consultation: October 2009 Plaintiff  
*Issue: Interpretation of errors & omissions insurance coverage.*

**The Village at University Heights Owners Association vs. Auto-Owners Insurance Company, et al**  
**Case No.: S-0300-CV-20090371**  
Opinion: July 2009 Plaintiff  
*Issue: Standard of care for writing proper commercial property coverage.*

**Cavalo, A.S.E.S.T. Security vs. Cheeney Insurance Agency, Inc.**  
**In the Superior Court of the State of Arizona in and for the County of Maricopa**  
**Case No. CV2008-052984**  
Expert Report: July 2009 Plaintiff  
*Issue: Standard of care for insurance brokers renewing commercial insurance policies.*

**Kenneth Seybert v. Cominco and Alaska National Insurance Company**  
**In the Supreme Court for the State of Alaska**  
**Case NO. S-12085**  
Expert Report: July 2009 Plaintiff  
*Issue: Standard of care for claims adjusters and attorneys dealing with unrepresented workers' compensation benefits recipients.*

**Jesse M. Grygorfan and Lipin G. Grygorfan v. B.H. Gold Insurance Agency, Inc.;  
Praetorian Specialty Insurance Company; Cabrillo General Insurance Agency Inc.; San  
Diego Gas and Electric Company Corporation  
Superior Court of the State of California in and for the County of San Diego  
Case No.: 37-2008-00087344-CU-IC-CTL**

Consultation: June 2009 Plaintiff

*Issue: Standard of care for insurance brokers to recommend correct type of policy for farm and ranch exposure.*

**Schwarz v. Edward Jones, et al**

Consultation: January 2009 Plaintiff

*Issue: Standard of care for replacement life insurance policies.*

**Daniel and Patricia Finn v. Liberty Mutual, et al  
First Judicial District, County of Santa Fe, New Mexico  
Case No.: CV 2007 01695**

Consultation: January 2009 Defendant

Expert Opinion: August 2009 Defendant

*Issue: Standard of care for claims handling under a homeowners policy.*

**Kristi Cooper, et al v. St Paul Surplus Insurance Company and Gary Linkous  
United States District Court District of Oregon  
Case No.: CV 05-785-MO**

Expert Consultation: January 2009 Plaintiff

*Issue: Standard of care for an attorney to comply with the statute of limitations for filing a claim against an insurance company.*

**Hild v. Owen, et al (Allstate)**

**Superior Court of the State of Arizona in and for the County of Maricopa  
Case No. CV2007-019202**

Expert Consultation: January 2009 Defendant

Expert Opinion: April 2009 Defendant

*Issue: Standard of care for insurance agent advising client of liability limits on personal policy for uninsured motorist and underinsured motorist coverage.*

**Anthony Castillo de Martin and Hilda Castillo De Martin, Husband and Wife vs. AAA  
Arizona, Inc. et al**

**Superior Court of the State of Arizona in and for the County of Pima**

**Case No.:CV20088119**

Expert Opinion: January 2009 Plaintiff

Supplemental Opinion: December 2009

*Issue: Standard of care for insurance agent advising client of liability limits on personal auto policy.*

**Javier Higuera and Elvia Q. "Vicki" Higuera, husband and wife, surviving parents of  
Nidia C. Higuera, deceased and Alfonso Salazar, vs. The Burlington Insurance Company  
Inc., Transwestern General Agency; and Arizona Policies Unlimited  
Superior Court of the State of Arizona in and for the County of Pima  
Case No.: CV 2007-6301**

Expert Opinion: January 2009 Defendant

*Issue: Standard of care for insured to provide correct and true underwriting information to insurance agent.*

**Salvatore Finocchiaro v. Travelers Companies, Inc. / Bowman & Associates Insurance Agency**

Assigned: October 2008

Consultation: October 2008 Plaintiff

*Issue: Standard of care for insurance agent to inform an insured of the reduction of coverage under the vacancy clause of a commercial insurance policy.*

**Eric A. Braverman, Guardian and Conservator of Pamela Jean Smutzki, a Legally Incapacitated Individual vs. Sentry Insurance, a Mutual Insurance Company; Dairyland Insurance Company, a subsidiary of Sentry Insurance; and Gary K. Smith Insurance, a sole proprietorship**

**State of Michigan, Superior Court for the County of Oakland**

**Case No.: 07-085690 NF**

Expert Consultation: September 2008 Plaintiff

Expert Affidavit: November 2008 Plaintiff

*Issue: Standard of care for independent insurance agent giving notice of termination of vehicle coverage.*

**Eileen Van Eerd vs. American Family Insurance Group  
Uninsured Motorist Arbitration**

Expert Consultation: September 2008 Defendant

Expert Opinion: October 2008 Defendant

*Issue: Are increased health insurance premiums allowable as a measure of damages in an uninsured motorist claim?*

**H. Webb Hayes and Beverly L. Hayes, Arizona Packaging Materials vs. The Travelers Indemnity Company of America**

**Superior Court of the State of Arizona in and for the County of Maricopa**

**Case No.: CV2004-012543**

Expert Deposition: September 2008 Plaintiff

Expert Deposition: September 2009

*Issue: Standard of care for insurance company to investigate and make a decision as to pay or deny a first party claim.*

**R.F. Fisher Electric Company LLC v. Schifman Remley & Associates, Inc. Insurance In the District Court of Johnson County, Kansas**

**Case No.: 08CV06955**

Expert Consultation: June 2008 Plaintiff

Expert Opinion: March 2009

Supplemental Expert Opinion: October 2009

Trial Testimony: November 2009

*Issue: Standard of care for an insurance agent placing a commercial workers compensation policy.*

**Cruz Solis and Rosa Maria Solis v. State Farm Fire and Casualty Company  
Superior Court of the State of Arizona in and for the County of Maricopa**

**Case No.: CV2007-070458**

Expert Affidavit: June 2008 Plaintiff

*Issue: Standard of care for captive insurance agent placing and following up for homeowners insurance policies.*

**Mario Camagro, Ltd. d/b/a Good Neighbor Insurance Group adv. Nevada Direct Insurance Co., et al**

**District Court Clark County, Nevada**

**Case No.A530560, DEPT NO.:XI**

Expert Consultation: February-April 2008 Plaintiff and Counter-defendants

*Issue: Standard of care for an insurance agent to rate auto policies.*



**Certain Underwriters at Lloyd's London v. R.B.I. Framing, and Russell E. Branton dba R.B.I. Framing**  
**Superior Court of the State of California for the County of Los Angeles - Central District**  
**Case No.: BC 353631**

Expert Declaration: February 14, 2008 Defendant

*Issue: Standard of care for an insurance provider to timely inform insured of complete details of the anticipated cost of a policy.*

**Eagle Flight of Arizona, Inc. v. Union Life & Casualty Insurance Agency**  
**Superior Court of the State of Arizona, County of Maricopa**  
**Case No.: CV2006-051326**

Expert Report: November 2007 Defendant

*Issue: Standard of care for insurance broker handling placement of client's insurance policy.*

**Fleshner v. Nationwide Insurance Company, et al**  
**United States District Court, District of Arizona**  
**Case No.: CV-07-01063-PHX-SMM**

Expert Report: October 2007 Plaintiff

*Issue: Standard of care for insurance broker to explain homeowner's coverage to client.*

**Coachmen Industries, Inc. and Georgie Boy Manufacturing, LLC v. Royal Surplus Lines Insurance Company**  
**United States District Court Middle District of Florida Jacksonville Division**  
**Case No.: 3:06-cv-00959-HWM-HTS**

Expert Opinion: October 2007 Plaintiff

*Issue: Standard of care imposed on an insured for reporting claim information to an insurance company under a comprehensive general liability policy with a self-insured retention endorsement.*

**Premium Capital LLC v. Van Esch, Inc.**  
**Superior Court State of California, Los Angeles County**  
**Case No.: KC049498 R**

Consultation: September 2007 Defendant

*Issue: Standard of care for a broker advising their insured regarding a premium audit.*

**Lumos & Associates, Inc. v. A&H Insurance, et al**  
**First Judicial District Court, State of Nevada**  
**Case No.: 03-00247A**

Expert Report: August 2007 Plaintiff

Deposition: February 11, 2008 Plaintiff

*Issue: Standard of care for an insurance broker charging commissions and fees.*

**Grodin v. Tokio Marine and Fire and GIECO Insurance Company**  
**United States District Court**  
**Southern District of New York**  
**Case No.: 05 CV 9153 (DLC)**

Expert Report: March 2007 Plaintiff

*Issue: Standard of care for insurance company handling subrogation claim against their insured.*

**Stuart v. Pittman & County Mutual**  
**Yamhill County Circuit Court**  
**Case No. CV050384**

Expert Report: None

Trial Testimony: November 2006 Plaintiff

*Issue: Standard of care for captive insurance agent, coverage provided by a builders risk insurance policy.*

**Andrea Leigh Hazen vs. Southern United Fire Insurance Company  
United States District Court Middle District of Florida Tampa Division  
Case No. 8:05CV-2170-T26MAP**

Expert Report: July 2006  
Deposition: September 2006 Defendant

*Issue: Standard of care for named insured to cooperate with insurance company investigation, standard of care of insurance company claims handling.*

**Gary Lee Malone v. Nabors Drilling USA, Inc., National Union Fire Insurance Company of Pittsburgh, PA, Gallagher Bassett Services, Inc., et al  
Circuit Court of the Second Judicial District of Jones County, Mississippi  
Civil Action No. 2003-230-CV12**

Assigned: June 2006  
Expert report: None  
Deposition: August 2006 Defendant

*Issue: Standard of care for insured reporting workers' compensation claims to contract Third Party Administrator (TPA), standard of care for TPA's receiving claims.*

**City of Phoenix vs. Standard Parking**

Assigned: May 2006  
Consultation: June 2006 Defendant

*Issue: Contract dispute between the City of Phoenix and Standard Parking regarding insurance charges.*

**Phoenix Indemnity Insurance Company v. Hallmark Claims Service, Inc. et al  
Maricopa County Superior Court  
Case No. CV2004-008961**

Assigned: August 2005  
Expert report: None  
Deposition: August 2006 Defendant

*Issue: Standard of care in litigation supervision for Third Party Administrators.*

**Commonwealth Edison vs. National Union Insurance Company (AIG)  
In Re Arbitration of Commonwealth Edison Company v. National Union Fire Insurance Company**

Expert Report: August 2005  
Deposition: August 2005 Defendant

*Issue: Standard of care for insureds reporting claims to insurance company.*

**Arizona Fire & Water Restoration v. David Hoernschmeyer and Diane Hoernschmeyer, husband and wife; State Farm Insurance Company, et al  
Superior Court State of Arizona, Maricopa County  
Case No. CV 2002-021492**

Expert Report: June 2005  
Deposition: July 2005 Plaintiff

*Issue: Definition of insurance proceeds under homeowners policy and assignment to contractor.*

**DeFoor vs. Lockwood, et al  
Superior Court State of Alaska Third Judicial District  
Case No.: 3AN-03-8114CI**

Expert report: June 2005  
Deposition: July 2005 Plaintiff

*Issue: Standard of care for an insurance broker dealing with two insureds on one policy and policy definition of improvements and betterments.*

**Rode vs. Rode**

**Superior Court State of Arizona, Maricopa County**

**Case No.: CV050384**

Trial Testimony: August 2003 Plaintiff (Mr. Rode)

*Issue: Annuity of retirement benefits in a divorce.*

**Royal Surplus Lines Insurance Company vs. Coachmen Industries, Inc. GAB Robins North America, et al., F/K/A GAB Business Services, Inc., Georgie Boy Manufacturing and Georgie Boy Projects, Inc.**

**United States District Court Middle District of Florida Jacksonville Division**

**Case No.: 3:01-CV-301-J-16HTS**

Expert Report: February 2002

Deposition: June 2004 Defendant

*Issue: Standard of care imposed on an insured for reporting claim information to an insurance company under a comprehensive general liability policy with a self-insured retention endorsement.*