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AFTER THE BIG SALARY IS GONE: PROPERTY SECTION

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The cases and materials presented here are in summary and outline form. To be certain of their applicability and use for specific claims, we recommend the entire opinions and statutes be read and counsel consulted.

AFTER THE BIG SALARY IS GONE: PROPERTY SECTION

I. OBLIGATIONS AND RIGHTS OF THE PARTIES

A. Misrepresentations

1. Material Misrepresentations Void Policies *Ab Initio*

In *Encompass Home & Auto Insurance Co. v. Harris*, the District Court for the District of Maryland voided an insurance policy *ab initio* on the basis of misrepresentation. The insureds had purchased a property in foreclosure for $7,500. At the time they procured insurance, they did not advise the insurance agent how much they had paid for the property nor did they provide any photographs of the property. Rather, the insureds represented that the home was updated, would be their primary residence, and had a replacement value of $180,000. Approximately one month after procuring the policy, the house was destroyed by a fire.

After learning that the market value of the home was only $7,500, the insurer sought to void the policy *ab initio*. The court agreed, determining that the insured misrepresentations were material to the insurer's estimation of the replacement cost value of the property and to its decision to issue the policy in the first place. In addition, the court found that the insurer had no obligation under the circumstances to conduct an investigation before issuing the policy, because the duty to investigate "only exists in extraordinary situations when the insurer is on notice that some type of investigation is necessary because a considerable amount of suspicious information is presented to the insured." *Encompass Home & Auto Ins. Co. v. Harris*, 93 F. Supp. 3d 424, 433 (D. Md. 2015).

Similarly, in *Estate of Gen Yee Chu v. Otsego Mutual Fire Insurance Co.*, a New York Appellate Court affirmed a grant of summary judgment in favor of the defendant insurer. After a fire destroyed the insured's home, the insurer rescinded its policy of insurance. As its basis for rescission, the insurer determined that the insured had stated in his application for insurance that the property at issue was a two-family dwelling, when in fact the property was a three-family home. In his deposition, the insured testified that he believed the house was a legal two-family dwelling. Nevertheless, the court found the insured's testimony insufficient to establish an issue of material fact. It explained that "an insurer may rescind a policy if the insured made a material misrepresentation of fact even if the misrepresentation was innocently or unintentionally made." *Estate of Gen Yee Chu v. Otsego Mutual Fire Insurance Co.*, No. 2014-11641, 2017 N.Y. App. Div. LEXIS 1516 (S. Ct. N.Y. App. Div., Mar. 1, 2017).

2. Testimony In Contradiction of Written Policy Can Create a Question of Fact

In *Metropolitan Property & Casualty Insurance Co. v. Calvin*, the insured's home was destroyed by fire in 2006. The insured's insurance carrier paid the claim, and the insured rebuilt on the

same land. When the insured attempted to obtain homeowner's insurance following the rebuild, his agent told him that the carrier would not insure him due to the prior fire loss. Following this conversation, the insured sought a policy from another insurer. The new insurer issued a policy, and four years later the property was again destroyed by a fire.

In the district court, the insured testified that he had disclosed the prior fire, but his written application did not contain this information. The district court granted the insurer's motion for summary judgment, finding that the insured had misrepresented the prior loss on his insurance application. The eighth circuit reversed, noting it was possible that the agent had misstated the insured's response to the question about prior loss, thus creating a question of material fact that made a grant of summary judgment improper. *Metropolitan Prop. & Cas. Ins. Co. v. Calvin*, 802 F.3d 933, 936 (8th Cir. 2015).

B. Insurer's Duty to Defend

In *Travelers Personal Insurance Co. v. Edwards*, the Illinois Appellate Court, First District, found that an insurance company had no duty to defend or indemnify the insured homeowners in a lawsuit filed by their neighbor for property damage caused by recurring flooding because it did not result from an "occurrence" or accident covered by the insureds' policy. In that case, the neighbor filed a complaint seeking to enjoin the insureds from permitting water to drain from their property onto hers, to enjoin them from refusing to permit her to relocate her driveway easement, and to prevent them from interfering with her use and enjoyment of the property. The insurer filed a declaratory judgment action in the circuit court seeking a ruling that it had no duty to defend or indemnify the insureds in the underlying lawsuit and moved for summary judgment.

The circuit granted the insurer's motion, and the appellate court affirmed. In doing so, the appellate court noted that the recurring flood damage was a natural and ordinary consequence of the insureds' conduct in repeatedly refusing to allow the neighbor to relocate her driveway easement, was reasonably expected by the insureds, and therefore, was not the product of an accident or occurrence. *Travelers Personal Ins. Co. v. Edwards*, 2016 IL App (1st) 141595, ¶ 26.

C. Examinations Under Oath

In *Eagley v. State Farm Insurance Co.*, the insurer denied the insureds' fire loss claim following a second fire loss at the insureds' home. The insureds' home had burned down less than a year before, and the insurer had paid the claim. Following the second fire, the insureds appeared for their Examinations Under Oath, but refused to answer questions relating to their prior claim. As a result, the insurer denied the insureds' claim.

The insureds filed suit for breach of contract, alleging the insurer had breached the homeowner's insurance policy by failing to pay their claim. The insurer moved for summary judgment, arguing the insureds breached the cooperation provision of the insurance policy by failing to answer the questions about their prior claim. The Western District of New York held

that the insureds' refusal to answer questions was a willful breach of the policy's cooperation clause, thereby vitiating their claim for coverage under the policy. *Eagley v. State Farm Ins. Co.*, No. 13-CV-6653P, 2015 U.S. Dist. LEXIS 132184 (W.D. N.Y. Sep. 29, 2015).

Similarly, in *Henry v. State Farm Fire & Casualty Co.*, the United States District Court for the Eastern District of Michigan granted the insurer's motion for summary judgment based on the insured's failure to produce requested records. After an intentionally set fire, the insured attended an Examination Under Oath (EUO), but failed to produce any records, claiming that all of her financial documents had been destroyed in the fire. Following the EUO, the insured refused to authorize the insurer to obtain her tax records, and the insurer denied the claim.

In response to the insurer's motion for summary judgment, the insured argued that she had substantially complied with the policy's cooperation clause because she had appeared for the EUO and had explained that her records were lost in the fire. The district court disagreed, finding that the insured's failure to produce her financial documents was a breach of her duties under the policy. *Henry v. State Farm Fire & Cas. Co.*, No. 14-12004, 2015 U.S. Dist. LEXIS 73014 (E.D. Mich. June 5, 2015).

D. Written Discovery

In *Zagorski v. Allstate Insurance Co.*, the Illinois Appellate Court, Fifth District, ruled that insureds who had alleged a vexatious breach of contract and common law fraud in the handling of their homeowners' insurance claim could properly ask in discovery whether, within the five-year period preceding their fire loss, the insurer had been cited for improper claims practices or whether any other insureds had filed actions against them for their alleged failure to pay a fire loss claim.

In ruling on the interrogatory requesting information on other lawsuits, the court noted that the insurer had not shown that the request was overbroad or that providing an answer would be unduly burdensome; the insurer did not submit a privilege log, and it had not otherwise shown that the requested information was protected under the work-product or the attorney-client privilege. *Zagorski v. Allstate Ins. Co.*, 2016 IL App (5th) 140056, ¶ 32.

II. EXCLUSIONS

A. Vacancy

1. Mortgagee's Right to Recover Under a Standard Mortgage Clause

In *Old Second National Bank v. Indiana Insurance Co.*, the Illinois Appellate Court, First District, upheld a grant of summary judgment in favor of a mortgagee. In *Old Second*, the insureds vacated the property, an old meat-packing plant, in 2005. In 2009, vandals broke into the building, severely damaging the structure and stealing copper pipes, wiring, fixtures, and other equipment. The insurer denied coverage on the basis of the policy's vacancy provision. Old

Second National Bank, the mortgagee, instituted an action against the insurer, claiming it was a loss payee under the policy. The circuit court granted summary judgment in Old Second's favor, and the insurer appealed.

The appellate court began its analysis by noting that there are two types of well-recognized mortgage clauses contained in property insurance policies that protect a mortgagee against losses or damages to a mortgaged property—simple mortgage clauses and standard mortgage clauses. Under a simple mortgage clause, a mortgagee is merely an appointee who receives insurance proceeds subject to its interest in the policy and to the extent of the insured's right of recovery. Put another way, the rights of a mortgagee under a simple mortgage clause are wholly dependent on the rights of the insured. A standard mortgage clause, on the other hand, creates a separate/independent agreement between the insurer and the mortgagee. Under a standard mortgage clause, the mortgagee is liable only for its own breaches and is protected from being denied coverage on the basis of acts or omissions of the insured or the insured's noncompliance with terms of the policy.

As a matter of first impression in Illinois, the first district held that, where a policy contains a standard mortgage clause, the policy's vacancy clause does not relieve the insurer of responsibility to cover the mortgagee, so long as the mortgagee met its responsibilities under the policy. Thus, the first district agreed with the circuit court, and held that, while it was the act of the insured that triggered the policy's vacancy provisions, the mortgage clause in the policy provided that the insurer was nonetheless obligated to pay the mortgagee, as the insured's claim was denied because of its own act. *Old Second Nat'l Bank v. Indiana Ins. Co.*, 2015 IL App (1st) 140265, ¶ 30.

Similarly, in *Commerce Bank v. West Bend Mutual Insurance Co.*, the Supreme Court of Minnesota, in an unpublished opinion, held that when a standard mortgage clause and a vacancy clause are read together, a mortgagee has coverage if there is a vacancy due to acts of the owner. If, however, the vacancy is not due to acts of the owner, the mortgagee will not have coverage. *Commerce Bank v. West Bend Mut. Ins. Co*., 870 N.W.2d 770 (Minn. 2015).

2. Vandalism—Whether Arson Qualifies

In *Southern Trust Insurance Co. v. Phillips*, a fire substantially damaged the residential structure located on the insured premises. The insured promptly reported the loss to the insurer, and fulfilled all duties imposed on him under the policy. Nevertheless, the insurer denied that the fire was covered under the insurance policy because the fire was intentionally set. Even though the insured was not suspected of setting the fire, the insurer denied coverage pursuant to an exclusion in the policy providing that the insurer did not insure loss caused by "vandalism and malicious mischief, theft or attempted theft" if the dwelling was vacant.

The Tennessee Appellate Court disagreed with the insurer's interpretation of its policy, and held that the vacancy exclusion in the policy did not encompass arson because (1) in common speech, "vandalism" and "arson" were separate and distinct activities; (2) Tennessee's criminal

statutes distinguished between vandalism and arson; (3) the insurance policy itself consistently distinguished between vandalism and fire; and (4) the policy unambiguously provided coverage for fire and/or arson but did not cover vandalism or malicious mischief at a vacant dwelling. *Southern Trust Ins. Co. v. Phillips*, 474 S.W.3d 660, 667 (Tenn. Ct. App. 2015).

However, in *Botee v. Southern Fidelity Insurance Co.*, a Florida Appellate Court disagreed, noting that the majority of courts to consider the issue have found that the plain and ordinary meaning of "vandalism" and "malicious mischief" includes "arson." In *Botee*, an intentionally set fire destroyed the insured's home, which had been vacant for more than 30 consecutive days. Following the fire, the insured filed a claim with his insurer for the loss. The insurer denied the claim under a provision in the policy that excluded coverage for acts resulting from "vandalism and malicious mischief" on vacant property.

On appeal, the court noted that Webster's Dictionary defines vandalism as "willful or malicious destruction or defacement of public or private property," whereas arson is defined as "the willful or malicious burning of property (as a building) esp. with criminal or fraudulent intent." Based on these definitions, the court found that the plain and ordinary meaning of "vandalism" included "arson." Moreover, although over provisions of the policy specifically referenced fire, the court found that there was no reason to look to other provisions to determine the meaning of the vacancy provision, which the court noted was "clear on its face." *Botee v. Southern Fidelity Ins. Co.*, 162 So. 3d 183, 188 (Fla. Dist. Ct. App. 2015).

B. Criminal Acts

In *United Specialty Insurance Co. v. Barry Inn Realty, Inc.*, a New York federal court was tasked with interpreting a "dishonest or criminal acts" exclusion. After procuring an insurance policy that contained an exclusion precluding coverage for "loss or damage caused directly or indirectly by dishonest or criminal acts by anyone to whom the insured entrusted the property for any purpose," the insured entered into a lease with a tenant to run a bar and restaurant. Unbeknownst to the insured, however, the tenant used the property to grow marijuana. The marijuana caused significant damage to the property, and the insured filed a claim with its insurer, who denied coverage.

At trial, the insured argued that it was wrongly denied coverage because it had no knowledge of the tenant's intent to grow marijuana on the property. The court ultimately upheld the insurer's denial of coverage on the basis of the criminal acts exclusion. It determined that the fact that the insured had no knowledge of the tenant's intent to grow marijuana was irrelevant – all that mattered was that the insured had entrusted the property to the tenant. *United Specialty Ins. Co. v. Barry Inn Realty, Inc.*, 130 F. Supp. 3d 834, 842 (S.D. N.Y. 2015).

C. Causation

In *Amish Connection, Inc. v. State Farm Fire and Casualty Co.*, the Iowa Supreme Court affirmed a grant of summary judgment in favor of an insurer based upon a rain exclusion in the insurance

policy. During a summer rainstorm (which caused no damage to the roof, windows or exterior walls of the insured's building), an interior drainpipe burst, flooding the back room of the insured's rented space and soaking the carpet in much of the front showroom. The flooding caused substantial damage to the premises. The insurer denied the insured's claim based upon a provision in the insurance police excluding covered for "rust, corrosion and deterioration" and damage caused by rain. After the insured filed suit, the insurer moved for summary judgment. In response the insurer's motion, the insured attempted to argue that the water that had damaged the interior of its building was no longer "rain" and that the actual cause of the loss was the failure of the drainage pipe. The Iowa Supreme Court disagreed, holding that damage caused by "rainwater" is "caused by rain." In so holding, the Court noted that "[w]ater does not damage property while merely falling through the air, but only after it strikes a surface." *Amish Connection, Inc. v. State Farm Fire & Cas. Co.*, 861 N.W.2d 230, 237 (Iowa 2015).

In *Stankova v. Metropolitan Property and Casualty Insurance Co.*, the insured's house was destroyed by flooding and mudslides that occurred approximately one month after a wildfire swept through the area. The insurer agreed to cover the garage, which was destroyed in the fire along with all vegetation on the nearby hillside, but refused to cover the house. The insured's homeowners policy covered direct loss caused by fire but excluded coverage for loss caused by water damage or earth movement, including mudslides. On appeal to the Ninth Circuit, the court found that, under Arizona's definition of direct and proximate cause, it was possible that the fire directly caused the insured's loss in an "unbroken sequence and connection between" the wildfire and the destruction of the house. The court reversed the grant of summary judgment in the insurer's favor, noting that "[a] reasonable factfinder could conclude that the destruction of the house was caused by the fire, which likely caused the mudslide, 'the operation and influence of which could not be avoided.'" *Stankova v. Metropolitan Property and Casualty Insurance Co.*, 788 F.3d 1012, 1016 (9th Cir. 2015).

In *YMCA of Pueblo v. Secura Insurance Companies*, the District Court for the District of Colorado granted summary judgment in favor of an insurer under an earth movement exclusion contained in the insurance policy. There, two days after discovering a leaking water line in one of the facility's locker rooms, a member of the YMCA's personnel reported that the pool deck had shifted and collapsed. The insurer denied coverage, and the insured filed suit. The parties stipulated that soil settlement had caused the damage. Nevertheless, the YMCA argued that it was wrongly denied coverage based on a provision in the insurance policy that provided coverage for losses caused by water leaks when the leaks were caused by "settling, cracking, shrinking or expansion." Ruling in favor of the insurer, the federal district court held that this clause applied only to "damage *not* caused by earth movement; when such damage *is* caused by earth movement, [the policy's anti-concurrent causation provision] controls." *YMCA of Pueblo v. Secura Ins. Cos.*, No. 14-CV-00931-MJW, 2015 U.S. Dist. LEXIS 15249, at *15 (D. Colo. Feb. 6, 2015).

III. MISCELLANEOUS ISSUES

In *Stonegate Insurance Co. v. Hongsermeier*, the insureds executed a mortgage on their home in Rockford, Illinois. The mortgage was later transferred to GMACM, the defendant in this case. In February 2011 (three months after the owners rented the property to a tenant), the insurer issued a hazard insurance policy to the insureds which contained a mortgage clause insuring the defendant as the named loss payee. That clause stated, in pertinent part, that the defendant was required to notify the insurer of any change in ownership, occupancy, or substantial change in risk of which the defendant was aware. The insurer neither inspected the property, nor spoke with the owners before it issued the policy.

The defendant thereafter retained an inspector to inspect the property. An inspection report dated November 1, 2011, stated that the inspector had communicated with the "tenant" on the property premises. Three days later, a malfunctioning electrical outlet caused a fire that severely damaged the property.

The insurer filed a complaint for declaratory judgment seeking a declaration that the defendant could not recover because it knew the owners were not occupying the property before the fire but failed to notify the insurer as required under the mortgage clause. In response, the defendant asserted it had "no knowledge" that the property was rented at any time prior to the fire. The circuit court granted the defendant's motion for summary judgment, and the insurer appealed.

The first district affirmed, finding (1) notice to the inspector did not constitute notice to the defendant, (2) even if the defendant had a duty to notify the insurer, there was no way to determine whether the defendant failed to comply with the notice requirement as the policy was silent as to *when* notice was required; and (3) in any event, the owners did not reside at the property on the date the hazard policy was issued. As such, there was no change in ownership, occupancy, or a substantial change in risk for the defendant to have reported to the insurer. *Stonegate Ins. Co. v. Hongsermeier*, 2017 IL App (1st) 151835, ¶ 30.

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- Partner

Dave is the chair of the firm's Arson, Fraud and First-Party Property Claims Practice. In addition to his first-party property practice, he concentrates in the areas of general tort litigation, civil rights, and municipal liability.

Dave authors a quarterly column for the *Illinois Defense Counsel Quarterly*, the official journal of the Illinois Association of Defense Trial Counsel. He has also co-authored a chapter in the *Property Insurance Handbook* for the Illinois Institute for Continuing Legal Education. Dave has also spoken on a wide variety of subjects, including the investigation of fire losses and first-party property claims, civil rights liability, and municipal liability.

Prior to joining Heyl Royster, Dave served as a law enforcement officer for seven years. During that time, he attended the Police Training Institute at the University of Illinois as well as the Traffic Institute at Northwestern University. He has also chaired the Washington (IL) Police Commission. Following graduation from University of Iowa College of Law, Dave joined Heyl Royster's Peoria office.

Significant Cases

- *Sutton v. Heininger,* Tazewell County Case No. 14 L 54 - Defendant left a stop sign and failed to yield the right of way to the plaintiff who was traveling on the preferential roadway. Plaintiff claimed she sustained a lumbar injury and incurred $3,600 in medical bills. Plaintiff's last demand was $10,500. The last offer was $1,000. Plaintiff demanded $17,000 at trial. Jury Verdict: Not guilty.
- *Mr. and Mrs. C. v. Insurance Company,* Circuit Court of Peoria County, Illinois - The firm's client, a major U.S. insurance company, denied the homeowner's claim for the first fire asserting that it was intentionally set by plaintiffs and that plaintiffs made material misrepresentations during the investigation. The Company denied the claim on the second fire as the policy was void prior to the second fire due to plaintiffs' intentional acts and misrepresentations. We filed a motion to dismiss Count I of plaintiffs' complaint which pertained to the first fire as it was time-barred under the one-year limitation provision in the policy. After the Motion to Dismiss Count I was granted, we filed a Motion to Dismiss Counts II and III (second fire and bad faith claim, respectively) arguing that policy was void following the first fire and that therefore there was no policy in effect at time of the second fire. All motions were granted disposing of the entire lawsuit with prejudice
- *Mrs. M. v. Insurance Company,* Circuit Court of McLean County, Illinois - Plaintiff's vehicle was repossessed. Plaintiff claimed that the vehicle was unlawfully repossessed and filed suit against the firm's client, a major U.S. insurance company, seeking coverage under the theft provision of her auto insurance, and the local police department. We filed a Motion to Dismiss arguing that Plaintiff's claim was not made within the one-year statute of limitations set forth in the insurance policy and that as a matter of law a repossession is not a theft. Our motion was granted and the matter dismissed with prejudice.
- *Travelers Indemnity Co. v. Mr. and Mrs. John Doe,* Circuit Court of McLean County, Illinois - The insureds owned a century old, three story brick warehouse which plaintiffs claimed was improperly maintained. The warehouse collapsed onto an adjacent commercial structure which housed an optical laboratory. Two laboratory employees were trapped inside the building for a period of time and all of the highly sensitive optical manufacturing equipment was damaged. A portion of the warehouse also collapsed onto an adjacent bridge and onto another structure utilized by a plumbing contractor. Seven claimants demanded damages in excess of $8,000,000. The matter was successfully mediated on 7/23/14 for less than 20% of the aggregate demand.
- *Jane Doe v. The Board of Education of Hall High School District 502, Daniel Oest, Patricia Lunn, Gary Vicini, The City of Spring Valley, Illinois and Douglas Bernabei,* 05-1348 - Filed in the U.S. District Court for the Central District of

Illinois in 2005. This civil rights lawsuit was filed in the United States District Court, Central District of Illinois. Jane Doe, a high school teacher, was accused of engaging in sexual relations with a male student. Chief Bernabei conducted an investigation which resulted in Doe being charged with various criminal offenses. The school terminated Doe's employment and she incurred approximately $300,000 in expenses defending against the criminal charges. Doe was found not guilty in the criminal trial. Thereafter, Doe filed a civil rights suit against our clients, Chief Bernabei and The City of Spring Valley. The civil rights Complaint requested $40,000 in compensatory damages and $10,000,000 in punitive damages. During discovery, plaintiff made a settlement demand of $9,500,000. We obtained summary judgment in 6 of the 7 counts but the trial court denied the entry of summary judgment with respect to a count alleging false arrest. We filed an appeal to the Seventh Circuit Appellate Court which reversed the trial court thereby disposing of all claims directed against Chief Bernabei and The City of Spring Valley. The U.S. Supreme Court denied a writ of certiorari in 2011.

Publications

- "Officers Sued for False Arrest After Arresting Company President," *Illinois Defense Counsel Quarterly* (2016)
- "Seventh Circuit Addresses Public Employee Speech," *Illinois Defense Counsel Quarterly* (2016)
- "Qualified Immunity Applied to Prosecutors and Police Officers Who Failed to Disclose Inadmissible Evidence About Alternative Murder Suspects," *Illinois Defense Counsel Quarterly* (2015)
- "Fourth Amendment Protections Applied to Medical Care Provided to Pre-*Gerstein* Arrestees," *Illinois Defense Counsel Quarterly* (2014)

Public Speaking

- *"Spoliation of Evidence"*
  Auto Owners Annual Regional Claims Conference (2016)
- *"Risk Transfer and Application of the Illinois Contribution Act"*
  Cincinnati Insurance Regional Claims Meeting (2015)
- *"Recent Developments in Property Insurance"*
  Heyl Royster's 30th Annual Claims Handling Seminar (2015)
- *"Local Governmental Entity Liability under the Tort Immunity Act"*
  Peoria County Bar Association Spring Seminar (2015)
- *"Legal Aspects of Arson Investigations"*
  Central Illinois Fire Investigators Association (2015)

Professional Recognition

- Martindale-Hubbell AV Preeminent
- Selected as a *Leading Lawyer* in Illinois in the areas of Governmental, Municipal, Lobbying & Administrative Law; and Personal Injury Defense Law: General. Only five percent of lawyers in the state are named as *Leading Lawyers*.
- Named to the Illinois *Super Lawyers* list (2013-2017). The *Super Lawyers* selection process is based on peer recognition and professional achievement. Only five percent of the lawyers in each state earn this designation.

Professional Associations

- American Bar Association
- Illinois State Bar Association
- Peoria County Bar Association
- Illinois Association of Defense Trial Counsel
- Defense Research Institute

Court Admissions

- State Courts of Illinois
- United States District Court, Central and Southern Districts of Illinois
- United States Court of Appeals, Seventh Circuit

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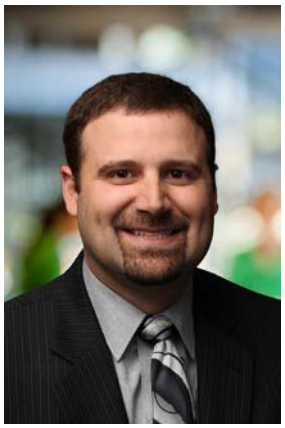

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Education

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Professional Development

- American Institute of Certified Public Accountants
- Illinois CPA Society
- Honorable Order of the Blue Goose International

Experience

Since 2004, specialized in providing investigative accounting services to the insurance industry including the following areas:

- Business Interruption losses
- Extra Expense claims
- Property Damage claims
- Inventory and Contents claims
- Financial Condition Analysis of Businesses
- Financial Statement audits
- Fraud Analysis
- Financial Motive
- Employee Dishonesty
- Product Liability claims
- Loss of Income claims
- Accounts Receivable claims

Various litigation support assignments including consultant to attorneys in damage claim analysis, preparation for depositions and information requests for discovery

Experience includes work performed in the United States and Canada involving the agricultural industry, oil industry, research laboratories, healthcare, telecommunication, mining industry, chemical manufacturers, ethanol manufacturers, product manufacturers, small and large retail businesses and various other service industries.

Presentations/Seminars

- Zurich in North America – "Accountant Valuation 101"
- Empire Insurance – "Accountant Valuation 101 – Basic Training"
- RLI / Mt. Hawley Insurance – "Business Interruption Basics"
- PLRB – Dallas, TX – "Business Interruption and Extra Expense Losses with Mercantile Insureds"
- In-House Training Sessions/Seminars