

JEFFREY R. SCHMIELER

ATTORNEY AT LAW

Curriculum Vitae

DC MD VA
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ATTORNEY PROFILE

Jeffery R. Schmieler is an established attorney practicing in all state and federal courts in Maryland, Washington, D.C., and Virginia. The firm has represented the interests of a wide array of individual, corporate, and insurance clients. Mr. Schmieler emphasizes the importance of providing sound legal advice and the highest quality advocacy in order to meet its clients' goals.

JEFFREY R. SCHMIELER, Attorney at Law

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The AV Preeminent Rating is the highest possible rating in both legal ability and ethical standards reflecting the confidential opinions of members of the Bar and Judiciary. The AV Preeminent Rating is the pinnacle of professional excellence earned through a strenuous Peer Review Rating process that is managed and monitored by the world's most trusted legal resource – Martindale-Hubbell.

Jeffrey R. Schmieler has been actively engaged in a full service legal practice inclusive of insurance and insurance coverage, business law and commercial transactions, real estate law and real estate transactions.

Mr. Schmieler has distinguished himself as an outstanding lawyer and successful trial practitioner and has been recognized as a “Top Rated Lawyer” in Washington, D.C., Baltimore, and Virginia for 2016 by www.law.com. Mr. Schmieler's recognition appeared in the “Top Rated Lawyers: The Definitive Guide to Legal Representation” publication that appeared in *The Washington Post*, *The Wall Street Journal* and *The Baltimore Sun*. As listed in the Legal Network, Mr. Schmieler has been “Rated Top Lawyers in Maryland Highest in Ethical Standards and Professional Excellence.”

Mr. Schmieler has years of experience as a trial lawyer a number of cases involving a wide spectrum of tort and contractual liability cases.

He has also been engaged as insurance coverage counsel for a number of major insurance carriers as well as business, corporate and individual clientele. His practice is concentrated in the analysis and litigation of insurance coverage issues, contract and contractual transactions and real estate law and transactions by providing detailed coverage analysis, opinions, evaluations, and representation, serving as coverage counsel in the defense and prosecution of declaratory judgment actions, breach of contract, and bad faith claims.

He has been Insurance Counsel in a number of major coverage cases in litigation in Maryland, Virginia, West Virginia, Tennessee, Kentucky, Florida, Pennsylvania, and other jurisdictions, and has litigated coverage cases extensively in both state and federal courts. He has also provided coverage analysis and opinions involving a significant number of domestic and international insurance policies.

His insurance coverage litigation experience is inclusive of prevailing in a coverage case which was remanded by the United States Supreme Court to the Fourth Circuit Court of Appeals, further remanded to the United States District Court for the District of Maryland and ultimately back to the Fourth Circuit Court of Appeals which resulted in a favorable coverage adjudication. The case was *Lords Landing Vill. Condo. Council of Unit Owners v. Continental Ins. Co.*, 520 U.S. 893 (1997), remanded to 122 F.3d 1061 (4th Cir. 1997), rev'd on appeal from remand, 191 F.3d 448 (4th Cir. 1999). Mr. Schmieler was counsel for the insurer, Continental Insurance Company, in the Lord's Landing case. The case has a tortuous history in that initial summary judgment was granted to Continental by the United States District Court for the District of Maryland, Southern Division, predicated upon the grounds that the repair and replacement costs for the faulty workmanship of a general contractor constitute economic damages resulting from the failure to satisfy a contractual bargain and thus are not losses which constitute property damage caused by an occurrence which are covered by a CGL policy. That decision was appealed to the U.S. Fourth Circuit Court of Appeals which affirmed the District Court's findings. Subsequently, the case went to the United States Supreme Court which granted a GVR order which granted the Petition for Certiorari, Vacated the Order of the Fourth Circuit and Remanded the case to the Fourth Circuit for a consideration of the implication of the *Sheets* case to the facts of the Lord's Landing case. The GVR Order of the Supreme Court was a Seven to Two Decision. The two dissenting Justices were Chief Justice Rehnquist and Justice Stephen Breyer. The Fourth Circuit in turn remanded the case back to the United States District Court for a reconsideration in view of *Sheets*. The District Court, upon remand, granted Lord's Landing's Motion for Summary Judgment rejecting the prior rulings and determining that the faulty workmanship exclusions did not apply to exclude coverage. Continental subsequently appealed the District Courts ruling and the Fourth Circuit reversed the summary judgment as entered by the District Court and held that the failure of the general contractor to use primer paint in the construction of the condominium project, as it was contractually obligated, and to carry out other similar obligations were not "unexpected or unforeseen" in that breach of a duty to perform construction work properly is not an "accident" as covered by a CGL policy.

Additionally, he has written extensively and presented seminars on the issue of insurance fraud, tort liability and insurance coverage. Mr. Schmieler served as a Commissioner of the State of Maryland Criminal Injuries Compensation Commission from 1979-1987. He also served on the Governor's Executive Advisory Council of the State of Maryland and was a member of the Insurance Fraud Committee and chaired the Workers' Compensation Insurance Fraud Unit.

Personal Information:

Born Pittsburgh, Pennsylvania

Founder of Saunders & Schmieler, P.C.

Education:

Legal:

University of Maryland School of Law, Juris Doctor

Duquesne University School of Law

Honors: Clarence Darrow Scholarship Award for Outstanding Scholastic Achievement

Activities: Phi Alpha Delta Legal Fraternity
Continuing Legal Education
Courses Sponsored by the Maryland Bar Association
Virginia State Bar Association

Undergraduate:

University of Maryland, College Park

B.S., B.A.

Graduated with Major in Zoology and Minor in Chemistry

Honors: Phoenix Award for Scholastic Achievement, 1964

Activities: Sigma Alpha Epsilon Fraternity, National Law
Committee, President - Sigma Alpha Epsilon, 1964

Military Experience:

Trained at the University of Maryland

Two years Reserve Officer

Maryland State Guard

Commissioned Officer, Second Brigade

Major, S-2

Awards & Honors:

A/V Rated Lawyer, Martindale-Hubbell

Recipient National Association Criminal Victims Compensation Board Award, 1980-1985

Commissioner, Criminal Injuries Compensation:

Criminal Injuries Compensation Commission, State of Maryland, Reappointed, Board by Governor William Donald Schaefer, 2-5 yr. Term, Commissioner

Criminal Injuries Compensation Commission, State of Maryland, Reappointed, Board by Governor Hughes, Second Five Years, July 1, 1982, Commissioner

Criminal Injuries Compensation Commission, State of Maryland, Appointed to the Board of Governor Hughes, May 1, 1979, Commissioner

Bar and Court Admissions:

Maryland

District of Columbia

Virginia

United States Court of Appeals for the Fourth Circuit

United States Court of Appeals for the District of Columbia Circuit

United States District Court for the District of Maryland

United States District Court for the District of Columbia

United States District Court Eastern District of Virginia

United States Supreme Court

United States Tax Court

United States Court of Federal Claims

United States Court of Appeals for the Armed Forces

Professional Associations and Memberships:

Maryland State Bar Association

American Bar Association

Montgomery County Bar Association

The District of Columbia Bar

The Virginia State Bar Association

Governor's Executive Advisory Council

Member of Select Panel on Insurance Fraud

Washington Claim Association

Select Panel on Insurance Fraud
Criminal Injuries Compensation Commission, Commissioner
National Council of Self-Insurers
Defense Research Institute

Seminars:

Insurance Fraud - The Recognition and Identification of Insurance Fraud, The Chubb Group of Insurance Companies, Baltimore Office, July 25, 2002

Insurance Fraud - Recovery of Damages from Insurance Fraud Perpetrators, The Chubb Group of Insurance Companies, Baltimore Office, July 25, 2002

Litigation of Insurance Claims - The Defense Perspective, The Chubb Group of Insurance Companies by entire staff of Saunders & Schmieler, January 18, 2001

Contractual Risk Transfer & Insurance Coverage, August 11, 1997

Litigation of Insurance Claims - The Anatomy of a Law Suit, Chubb Group of Insurance Companies, July 31, 1997

Civil Rights and Discrimination Claims & Cases - A Defense Perspective, Chubb Group of Insurance Companies Baltimore Office, June 18, 1997

Discrimination Claims - A Defense Perspective, Kay Management Co. Inc., March 11 -12, 1997

Civil Rights & Civil Remedies- A Defense Perspective, Chubb Group of Insurance Companies, Washington Office, February 24, 1997

Liability Exposure of Owners & Operators of Malls, Retail Establishments and Commercial Enterprises, Governors Executive Advisory Council - Operation Safe Shopper Presentation, November 15, 1995

Overview of the Law Applicable to Premises Liability for Negligence, Landlord Tenant Liability and The Validity of Indemnity & Hold Harmless Agreements in the State of Maryland, District of Columbia and the Commonwealth of Virginia, Housing Providers and Property Management Companies Silver Spring , Maryland, June 30, 1994

Insurance Fraud - Establishing an Agenda to Recover Damages from Insurance Fraud Perpetrators, Chubb Group of Insurance Companies 15 Mountain View Road Warren, New Jersey, June 19, 1992

Maryland Insurance Fraud Statute - A Statute Which Puts the Insurance Industry on the Horns of a Dilemma, The Chubb Group of Insurance Companies, Washington Claims Office, May 27, 1992

Insurance and Tort Law in the State of Maryland, District of Columbia, and Commonwealth of Virginia, The Chubb Group of Insurance Companies, Washington Claims Office, May 15, 1991

Publications:

Mid-Atlantic Tort Law Update

Slip and Fall Analysis

Limited Liability Companies

Faulty Workmanship Claims & Insurance Coverage

Recent Developments, March, 1996 to Present

Liability Exposure Analysis Damage Assessment, April 6, 2004

Tort & Insurance Law 2004 Update, February, 2004

Liability Exposure of Professional Sports Teams and Facilities, January 8, 2004

Coverage Considerations Indemnity & Hold Harmless Provisions Business Risk Exclusions Risk Assessment & Claims Evaluation, September 10, 2002

Insurance Fraud - The Recognition and Identification of Insurance Fraud, July 25, 2002

Insurance Fraud - Recovery of Damages from Insurance Fraud Perpetrators, July 25, 2002

Personal Injury Protection (P.I.P) Coverage, February 8, 2002

Litigation of Insurance Claims - The Defense Perspective, January 18, 2001

Liability Exposure Analysis Damage Assessment Coverage Examination, June 19, 2000

Guide to Products Liability, 1999

Discrimination Claims - A Defense Prospective, June 18, 1998

Contractual Risk Transfer & Insurance Coverage, August 11, 1997

Litigation of Insurance Claims - The Anatomy of a Law Suit, July 31, 1997

Civil Rights and Discrimination Claims & Cases - A Defense Perspective, June 18, 1997

Discrimination Claims - A Defense Perspective, March 11, 1997 & March 12, 1997

Fair Housing Discrimination Claims - A Defense Perspective, February 24, 1997

Good Samaritan Statutes, October 22, 1996

Liability of Exposure of Owners and Operators of Malls, Retail Establishments and Commercial Enterprises, November 17, 1994

Overview of the Law Applicable to Premises Liability for Negligence, Landlord Tenant Liability and The Validity of Indemnity & Hold Harmless Agreements in the State of Maryland, District of Columbia and the Commonwealth of Virginia, June 30, 1994

Insurance & Tort Law Update, 1994

Insurance Fraud - Establishing an Agenda to Recover Damages from Insurance Fraud Perpetrators, June 16, 1992

Maryland Insurance Fraud Statute - A statute which puts the Insurance Industry on the horns of a dilemma, 1992 - In Brief Vol. 2 No. 5

Insurance & Tort Law Update, March 18, 1992

Insurance and Tort Law in the State of Maryland, District of Columbia, and Commonwealth of Virginia, May 15, 1991

Insurance & Tort Law, 1991

Reported Cases:

OneBeacon Insurance Co. v. William A. Graham Co., 33 EDA 2012, 2012 Pa. Super. LEXIS 3596 (Superior Ct. of Pa. August 31, 2012).

Uniwest Constr., Inc. v. Amtech Elevator Services, Inc., 699 S.E.2d 223 (Va. 2010), withdrawn by, in part, remanded by, 714 S.E.2d 560 (Va. 2011).

Perdue Farms Inc. v. National Union Fire Insurance Company of Pittsburgh, PA, 197 F.Supp 2d. 370 (D. Md. 2002).

Information Sys. & Network Corp. v. Federal Ins. Co., 805 A.2d 1141 (Md. Ct. Spec. App. 2002).

Sigmund v. Starwood Urban Retail VI, LLC, 617 F.3d 512 (D.C. Cir. 2010).

Am. Powerlifting Ass'n v. Cotillo, 401 Md. 658, 934 A.2d 27 (2007).

Continental Casualty Co. v. Kemper Ins. Co., et al., 173 Md. App. 542, 920 A.2d 66 (2007) .

Federal Insurance Company v. The New Coal Company, Inc., 415 F. Supp. 2d 647 (W.D. Va. 2006).

Mourning v. APCOA Standard Parking, Inc., 828 A.2d 165 (D.C. 2003).

Manifold v. Wolf Coach, Inc., 231 F.Supp.2d 58 (D.D.C. 2002)

Heritage Harbour, L.L.C. v. John J. Reynolds, Inc., 795 A.2d 806 (Md. Ct. Spec. App. 2002)

Other Reported Cases: **Supreme Court:** *Lords Landing Village Condo. Council of Unit Owners v. Continental Ins. Co.*, 520 U.S. 893, 117 S.Ct. 1731, 138 L.Ed.2d 91 (1997), on remand to 122 F.3d 1061 (1997), and on appeal to 191 F.3d 448, 1999 WL 710342 (4th Cir. (Md.)) The Court of Appeals for the Fourth Circuit has issued a number of decisions which hold that the costs of repair and replacement of faulty workmanship is not covered under a commercial general liability policy. These decisions have mirrored other decisions and found that a contractor's poor workmanship does not qualify as an accident under a CGL policy.¹ In *Lords Landing Village Condominium Council of Unit Owners v. Continental Ins. Co.*,² the United States Court of

¹ See, e.g., *Lords Landing Village Condominium Council of Unit Owners v. Continental Ins. Co.*, 1999 U.S. App. Lexis 21938 (4th Cir. 1999); *Traveler's Indemnity Co. of Am. v. Miller Building Corp.*, 142 Fed. Appx. 147 (4th Cir. 2005) (holding that contractors faulty installation of building foundation did not trigger coverage under CGL policy); *OneBeacon Ins. Co., v. Metro Ready-Mix, Inc.*, 242 Fed. Appx. 936 (4th Cir. 2007) (repairs to defective grout that required demolishing non-defective building components did not qualify as accident because it was foreseeably required to deliver on the building contract); *Travelers Indemnity Co. of Am. v. Tower-Dawson, LLC*, 299 Fed. Appx. 277 (4th Cir. 2008) (holding that repairs to defective retaining wall was not an accident because the repairs were foreseen as a result of the contract).

² 1999 U.S. App. Lexis 21938 (4th Cir. 1999). Jeffrey R. Schmieler was counsel for the Insurer Continental Insurance Company in the Lord's Landing case. The case has a tortuous history in that initial summary judgment was granted to Continental by the United States District Court for the District of Maryland, Southern Division, predicated upon the grounds that the repair and replacement costs for the faulty workmanship of a general contractor constitute economic damages resulting from the failure to satisfy a contractual bargain and thus are not losses which constitute property damage caused by an occurrence which are covered by a CGL policy. That decision was appealed to the U.S. Fourth Circuit Court of Appeals which affirmed the District Court's findings. Subsequently the case went to the United States Supreme Court which granted a GVR order which granted the Petition for Certiorari, Vacated the Order of the Fourth Circuit and Remanded the case to the Fourth Circuit for a consideration of the implication of the *Sheets* case to the facts of the Lord's Landing case. The GVR Order of the Supreme Court was a Seven to Two Decision. The two dissenting Justices were Chief Justice Rehnquist and Justice Stephen Breyer. The Fourth Circuit in turn remanded the case back to the United States District Court for a reconsideration in view of *Sheets*. The District Court, upon remand, granted Lord's Landing motion for Summary Judgment rejecting the prior rulings and determining that the faulty workmanship exclusions did not apply to exclude coverage. Continental subsequently appealed the District Courts ruling and the Fourth Circuit reversed the summary judgment as entered by the District Court and held that the failure of the general contractor to use primer paint in the construction of the condominium project, as it was contractually obligated, and to carry out

Appeals for the Fourth Circuit held that the repair and replacement costs for the faulty workmanship performed on behalf of the general contractor of a condominium project are economic losses resulting from the failure to satisfy a contractual bargain and thus are not losses covered by the CGL policy. In doing so, the Court indicated that CGL policies compensate for physical damage to property of others, and not for an insured's contractual liability because the product or completed work supplied by the insured are not that which the damaged third-party bargained. It further indicated that the risk intended to be insured is the possibility that the goods, products or work of the insured, once relinquished or completed, will cause "bodily injury" or "property damage" other than to the product or completed work itself, observing that because poor performance is merely a cost of doing business, it falls outside of the scope of CGL coverage, which does not serve as a performance bond, nor does it serve as a warranty of goods and services. A CGL policy compensates for tort liability of others and not for the insured's contractual liability; **Federal Circuit Courts:** *Beard Plumbing and Heating, Inc. v. Thompson Plastics, Inc.*, 152 F.3d 313 (4th Cir. 1998); *Holbrook v. Howard School of Dentistry*, 1998 U.S. App. Lexis 33917 (1998); *Treakle v. Jones*, 1997 U.S. App. Lexis 16352 (1997); *St. Paul Fire & Marine Ins. Co. v. Fallon*, 1994 U.S. App. Lexis 1127 (1994); **Federal District Courts:** *Neibuhr v. Amtrak*, 955 F.Supp. 135 (D.D.C. 1997); *Jackson v. Fedders Corp.*, 1996 U.S. Dist. Lexis 7306 (1996); *Armada de la Republica v. Yorkington, L.P.*, 1995 U.S. Dist. Lexis 1317 (1995); *St. Paul Fire & Marine v. Continental Ins. Co.*, 1993 U.S. Dist. Lexis 6556 (1993); *Herlihy v. Ply-Gem Indus.*, 752 F.Supp. 1282 (D.Md. 1990); **Other Federal Courts' Decisions:** *Aaberg v. ACandS, Inc.*, 152 F.R.D. 498 (1994); *Istvan v. Willoughby of Chevy Chase Condo. Council of Unit Owners, Inc.*, 27 Fed. R. Serv. 3d 286 (1993); *Virginia: Beard Plumbing and Heating, Inc. v. Thompson Plastics, Inc.*, 254 Va. 240, 491 S.E.2d 731 (1997); *Maryland: Eaton Corp. v. Wright*, 281 Md. 80, 375 A.2d 1122 (1997); *Blumenthal v. Heron*, 261 Md. 234, 274 A.2d 636 (1971); *Kent Village Associates Joint Venture v. Smith*, 104 Md.App. 507, 657 A.2d 330 (1995); *Tuxedo Cheverly Volunteer Fire Co. v. Prince George's County*, 39 Md.App. 322, 385 A.2d 819 (1978); *Hensley v. Montgomery County*, 25 Md.App. 361, 334 A.2d 542 (1975); *Smith v. State*, 5 Md.App. 633, 248 A.2d 913 (1969); **Other Appellate Cases:** *Ralston v. Piney Branch Motors, Inc.*, Case No. 96-CV630, D.C. Court of Appeals (1996); *Centers for the Handicapped, Inc. v. Bengston*, Case No. 390, Maryland Court of Special Appeals (1995); *Biscarr v. Halper*, Case No. 968, Maryland Court of Special Appeals (1984); *Barnes v. Pauley*, Case No. 1140, Maryland Court of Special Appeals (1980); *Muma v. Zeve*, Case No. 887, Maryland Court of Special Appeals (1978); *Chevy Chase Fire Department, Inc. v. Johnson*, Case No. 1226, Maryland Court of Special Appeals (1977); *Ward & Gray, Inc. v. Ward & Dowell, Inc.*, Case No. 1038, Maryland Court of Special Appeals (1976); *Charlotte Hall Lumber Co. v. Murray*, Case No. 32, Maryland Court of Special Appeals (1975); *May Department Stores, Inc. v. Savage*, Case No. 949, Maryland Court of Special Appeals, (1975); **Administrative Decisions Reviewed on Appeal:** *McGee v. Criminal Injuries Compensation Board*, 57 Md.App. 143, 469 A.2d 470 (1984).

other similar obligations were not "unexpected or unforeseen" in that breach of a duty to perform construction work properly is not an "accident" as covered by a CGL policy.

INSURANCE & INSURANCE COVERAGE

In conjunction with a long-standing tradition of service to the insurance industry, Jeffrey R. Schmieler has a lengthy history as coverage counsel for a number of major insurance carriers. The firm has developed an extensive insurance coverage practice and currently provides advice and counseling to insurance companies, corporate clients, and individuals on a wide variety of insurance coverage and insurance underwriting matters. The firm excels in the analysis of insurance coverage issues by providing detailed coverage opinions and recommendations with regard to all aspects of insurance coverage, serving as litigation counsel in the defense and prosecution of declaratory judgment actions, bad faith claims, and breach of contract actions.

BUSINESS LAW & COMMERCIAL TRANSACTIONS

In addition to the firm's defense litigation practice, Jeffrey R. Schmieler has a history of effectively representing clients involved in commercial litigation. For years, the firm has represented business clients in cases involving claims involving breach of contract, fraud, misrepresentation, tortious interference with contracts and business relations, unfair business practices, employment, consumer protection, unfair competition, intellectual property (copyright, patent, and trademark), and disputes among business owners.

Jeffrey R. Schmieler has served as a legal advisor to businesses, insurance companies, and individuals in all phases of commercial, insurance and business law for over 45 years.

REAL ESTATE LAW & REAL ESTATE TRANSACTIONS

Whether you are an individual or a business entity, the purchase, sale or rental of real property constitutes a considerable financial investment which necessitates careful planning and study and should begin long before a contract of sale or lease is executed. From the sale, purchase or rental of a home or large commercial transaction involving sophisticated multifaceted transaction, legal considerations begin, or should begin well in advance of the execution of a real estate transaction. Jeffrey R. Schmieler has for a substantial period of time provided sound legal advice to both individuals and business entities in order to assist them in consummating real estate transaction in a manner which best protects their interests and in a successful and satisfactory manner.

CONTRACT LAW & CONTRACTURAL TRANSACTIONS

It is important whether you are an individual or multi-national corporation to carefully consider each and every contract which is entered into in order to make certain that the terms and provisions of every contract are understood and crafted to set forth the intent of the contracting parties. Mr. Schmieler has had many years of experience in not only drafting contracts to meet the specific needs and requirements of his clientele, but also experience in litigating breach of contract cases. He also strongly recommends that all businesses have a Legal Audit © performed consisting of a comprehensive analysis of a company or individual's existing legal documents, contracts, policy & procedures, business structure & existing risk management and insurance coverage in order to reduce unnecessary risk of loss from avoidable claims and unnecessary and costly litigation which are all to prevalent in today's legal environment.

INDIVIDUAL RELATIONSHIPS

Clients come first! Mr. Schmieler takes the time to build individual relationships with his clients and to understand our clients' needs. He strives to help you achieve your goals by providing consistent, high-quality, practical services for a reasonable price.

APPELLATE AND REPORTED CASES

FEDERAL COURTS

Supreme Court:

Lords Landing Village Condo. Council of Unit Owners v. Continental Ins. Co., 520 U.S. 893 (1997), on remand to 122 F.3d 1061 (4th Cir. (Md.)), and on appeal to 191 F.3d 448 (4th Cir. (Md.)).

Federal Circuit Courts:

Sigmund v. Starwood Urban Retail VI, LLC, 617 F.3d 512 (D.C. Cir. 2010).

Beard Plumbing & Heating, Inc. v. Thompson Plastics, Inc., 152 F.3d 313 (4th Cir. 1998).
Holbrook v. Howard School of Dentistry, 1998 U.S. App. Lexis 33917 (1998).
Treakle v. Jones, 1997 U.S. App. Lexis 16352 (1997).
St. Paul Fire & Marine Ins. Co. v. Fallon, 1994 U.S. App Lexis 1127 (1994).

Federal District Courts:

AAIC v. Moon Nurseries, Inc. 2012 U.S. Dist. LEXIS 34354 (Md. 2012).
Jiggets v. Forever 21, Inc., 2011 U.S. Dist. LEXIS 75446 (Md.2011).
Bouie v. Rugged Wearhouse, Inc., 2007 U.S. Dist. LEXIS 8089 (Md. 2007).
Syska Hennessy Group Construction, Inc. v. Black, 2007 U.S. Dist. LEXIS 83604 (D.C.2007).
Federal Insurance Company v. The New Coal Company, Inc., 415 F. Supp. 2d 647 (W.D. Va. 2006).
Perdue Farms Incorporated v. National Union Fire Insurance Company of Pittsburgh, P.A., 197 F. Supp. 2d 370 (D. Md. 2002).
Manifold v. Wolf Coach, Inc., 231 F.Supp.2d 58 (D.D.C. 2002).
Neibuhr v. Amtrak, 955 F. Supp. 135 (D. D.C. 1997).
Jackson v. Fedders Corp., 1996 U.S. Dist. Lexis 7306 (1996).
Armada de la Republica v. Yorkington, L.P., 1995 U.S. Dist. Lexis 1317 (1995).
St. Paul Fire & Marine v. Continental Ins. Co., 1993 U.S. Dist. Lexis 6556 (1993).
Herlihy v. Ply-Gem Indus., 752 F. Supp. 1282 (D. Md. 1990).

Other Federal Courts Decisions:

Aaberg v. ACandS, Inc., 152 F.R.D. 498 (1994).
Istvan v. Willoughby of Chevy Chase Condo Council of Unit Owners, Inc., 27 Fed R. Serv. 3d 286 (1993).

STATE COURTS

Maryland:

Muse-Evans v. Thaggert, No. 237, September Term 2014 (Md. App. 2015)
Muse-Evans v. Thaggert, No. 401 September Term 2011 (Md. App. 2012)
Am. Powerlifting Ass'n v. Cotillo, 401 Md. 658, 934 A.2d 27 (2007).
Continental Casualty Co. v. Kemper Ins. Co., 173 Md. App. 542, 920 A.2d 66 (2007).

Heritage Harbor, L.L.C. v. John J. Reynolds, Inc., 143 Md. App. 698, 795 A.2d 806 (2002).
Information Systems and Network Corporation, et al. v. Federal Insurance Co., 145 Md. App. 457, 805 A.2d 1141 (2002).
Kent Village Associates Joint Venture v. Smith, 104 Md. App. 507, 657 A.2d 330 (1995).
Ralston v. Piney Branch Motors, Inc., Case No. 96-CV630, D.C. Court of Appeals (1996).
Centers for the Handicapped, Inc. v. Bengtson, Case No. 390, Maryland Court of Special Appeals (1995).
Biscarr v. Halper, Case No. 968, Maryland Court of Special Appeals (1984).
Barnes v. Pauley, Case No. 1140, Maryland Court of Special Appeals (1980).
Tuxedo Cheverly Volunteer Fire Co. v. Prince Georges County, 39 Md. App. 322, 385 A.2d 819 (1978).
Muma v. Zeve, Case No. 887, Maryland Court of Special Appeals (1978).
Chevy Chase Fire Department, Inc. v. Johnson, Case No. 1226, Maryland Court of Special Appeals (1977).
Eaton Corp. v. Wright, 281 Md. 80, 375 A.2d 1122 (1977).
Ward & Gray, Inc. v. Ward & Dowell, Inc., Case No. 1038, Maryland Court of Special Appeals (1976).
Charlotte Hall Lumber Co. v. Murray, Case No. 32, Maryland Court of Special Appeals (1975).
May Department Stores, Inc. v. Savage, Case No. 949, Maryland Court of Special Appeals (1975).
Hensley v. Montgomery County, 25 Md. App. 361, 334 A.2d 542 (1975).
Blumenthal v. Heron, 261 Md. 234, 274 A.2d 636 (1971).
Smith v. State, 5 Md. App. 633, 248 A.2d 913 (1969).

District of Columbia:

Payne v. Clark, 25 A.3d 918 (D.C. 2011)
Bruno v. Western Union Financial Services, 973 A.2d 713 (D.C. 2009)
Novak v. Capital Management and Development Corporation 570 F. 3d 305 (D.C. Cir. 2009).
Mourning v. APCOA Standard Parking, Inc., 828 A.2d 165 (D.C. 2003).

Virginia:

Uniwest Constr., Inc. v. Amtech Elevator Services, Inc., 699 S.E.2d 223 (Va. 2010), *withdrawn by*, in part, *remanded by*, 714 S.E.2d 560 (Va. 2011).
Beard Plumbing & Heating, Inc. v. Thompson Plastics, Inc., 254 Va. 240, 491 S.E.2d 731 (1997).

Pennsylvania:

OneBeacon Insurance Co. v. William A. Graham Co., 33 EDA 2012, 2012 Pa. Super. LEXIS 3596 (Superior Ct. of Pa. August 31, 2012).

S & S

SAUNDERS and SCHMIELER, P.C.

L A W O F F I C E S

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Jeffrey R. Schmieler
(schmielerj@sslawfirm.com)

The following is a listing of Insurance Coverage Cases in which I have provided legal representation and Insurance Coverage Analyses which I have undertaken.

DIRECTORY OF COVERAGE OPINION LETTERS

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
AS02-002	Oct 2006	American Specialty	Chilled Ponds Discovery Prop & Casualty	US Fidelity & Guarantee	VA	1) Duty to Defend 2) Personal Injury 3) Deceit & negligence 4) course of activities-occurrence
CE02-006	6/27/2006 & 6/29/06	Century Surety	Fagers Island – Stephen Troesse Fagers Limited Lighthouse Hotel, Fagers Restaurant	Century Surety - CGL	MD	1) rules of construction by court 2) expected or intended injury exclusion 3) special exclusions & limitations endorsement 4) assault & battery exclusions 5) punitive damages
CE2-000	01/2005	Century Insurance	Applied Roofing – Emerson Power	CGL	MD	1) open structures exclusion definition 2) completed operations hazard 3) property damage
CE2-000	12/15/2004	Century Insurance	Applied Roofing – Emerson Power	CGL	PA	1) open structures exclusion definition 2) completed operations hazard 3) property damage 4) duty to defend 5) duty to indemnify
CH1	2/19/91	Chubb		MD	MD	1) UM Issues

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
				Master-Piece		2) Validity of Precondition of Judgment Against Uninsured Motorist
CH1-047	2/27/91	Chubb	Federal - Gonzalez	Auto	DC	1) M.A.I.F. 2) Uninsured Motorist Coverage 3) Limit of Liability 4) Arbitration 5) Declaratory Judgment 6) Set Off
CH1-187	9/13/95	Federal	Federal Insurance Co.	Auto	MD	1) Omnibus Clause - Permittee
CH1-229	7/19/96	Chubb	Assured: John DeFrance		MD	1) Punitive damages 2) Wrongful death actions 3) Survival action
CH1-223	7/29/96	Chubb	Assured: Archer Mgmt Services Federal	CGL	MD	1) Duty to defend 2) Duty to indemnify 3) Estoppel by course of conduct 4) Ultimate insurance coverage 5) Bodily Injury Liability coverage 6) Occurrence Analysis 7) Statutory Obligations Exclusion 8) Intentional Injury Exclusion 9) Waiver 10) Estoppel
CH1-229	7-19-1996	Chubb	John DeFrance Michael DeFrance	Chubb auto	MD	1) wrongful death & survival statutes 2) harm to victim – harm to others 3) punitive damages – actual malice – clear & convincing evidence
CH1-254	12/4 1996	Chubb	Federal Insurance Co. Amy DeWitt	WC	DC	1) Propriety of Legal Actions 2) Workers Compensation 3) Federal Court Action
CH1-267	10/01 1997	Chubb	CSB Associates/ Cathy Bernard		MD	1) Bodily Injury 2) Emotional Distress Claims 3) Occurrence 4) Duty to Defend
CH1-281	09/11 1997	Chubb	Federal Insurance Co.		MD	1) Excess Liability Coverage 2) Ambiguity 3) Insurance Contract Interpretation 4) MD UM/UIM Coverage Insurance 5) Choice of Law

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
CH1-301	12/16 1997	Chubb	Brock/Aron		MD	1) Late Notice/Duty to Defend 2) Late Notice/Actual Prejudice
CH1-312	4-15-1998	Chubb	Cherry Corporation – Bostwick	Chubb	VA	1) product liability 2) breach of implied warranties of merchantability 3) breach of express warranties 4) negligence 5) defective design of product 6) personal injury
CH1-313	4-14-1998	Chubb Vigilant Insurance Co.	David Garber at Gary Smith	Vigilant Masterpiece Ins.	VA	1) coverage & doctrine of estoppel 2) personal injury/bodily injury 3) business pursuits exclusion 4) incidental farming exception 5) guest house-tenant occupant coverage
CH1-314	8-10-1998	Chubb	KMG Minerals – Williams Mfg.	Federal Ins. CGL	VA NC	1) doctrine estoppel issues 2) faulty workmanship 3) business risk doctrine 4) defective products 5) breach of warranty
CH1-342	11/13 1997	Chubb	Pacific Indemnity/Otis Warren		MD NY	1) Proper jurisdiction for law coverage 2) Uninsured Motorist Coverage 3) Pacific Indemnity Policy v. Ohio Casualty Policy
CH1-350	01/27 1999	Chubb	Subway		MD	1) Notice to take over Defense/ Indemnification/ Contractual Liability Insurance
CH1-357	3/08/1999	Chubb	Federal National Mortgage Association	Customarq Financial Institutions Policy	DC	1) Choice of Law - Customarq Financial Institutions Policy 2) Wrongful Eviction Action 3) Discarding a tenant's property
CH1-363	7/7/2000	Chubb Federal	Information Systems & Networks	Federal CGL Commercial Excess Umbrella & commercial Liability	CA	1) qui tam action 2) Federal False Claims Act 3) California False Claims Act 4) misrepresentation & fraud concealment.
CH1-389	2/29/2000	Chubb & Federal Ins.	Perdue Farms, Inc. Dennis Hook	Federal Ins. Excess Commercial Policy & National Union Umbrella Liability	MD FL	1) copyright infringement 2) advertising injury 3) idea misappropriation applied contract 4) unfair competition 5) Maryland's Injury in Fact trigger

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
CH1-396	11/18/1999	Chubb	Federal	Umbrella CGL	MD	1) Choice of law 2) Advertising injury 3) Duty to defend 4) Duty to indemnify 5) Personal injury--defamation 6) Patent infringement 7) Duty to assume prosecution
CH1-403	2/8/2000	Chubb	Federal	CGL Umbrella	MD	1) Declaratory judgment 2) Contract interpretation 3) Bodily injury defined 4) Duty to defend 5) Negligent infliction of emotional distress 6) Intentional acts exclusion 7) Attorney=s fees 8) Late notice Effect on duty to defend) Actual prejudice
CH1-517	6/01/2001	Chubb	Claudia Redmonds Veronica Dolsey, Mother & next friend of Oronda Morgan a minor	Pacific Indemnity Ins. Co	MD	1) Standard of Care 2) social guest/licensee by invitation 3) bare licensee 4) trespasser 5) conditional permission 6) host-protector theory 7) parental supervision of minor child
CH1-543	9/25/2001	Chubb & Federal Ins.	IC Services Cayman Kerr et al Deborah Calloway	Federal Ins. Business Auto Policy	MD	1) choice of law 2) potentiality of claims 3) doctrine of <i>contra proferentum</i> 4) duty to defend 5) duty to indemnify 6) hired auto & independent contractor 7) leased equipment
CH1-573	3/29/2002	Chubb	Great Northern & Federal Ins. Lowry's reports – Legg Mason	GNIC & Federal Customarq Umbrella Excess Liability	MD	1) Advertising injury coverage 2) Duty to defend 3) Infringement of copyrights 4) definition Copyrighted Advertising Materials 5) intellectual property
CH1-586	12/20/2002	Chubb Federal Ins.	National Assoc. of Personnel Services Profession al Employment	Federal Ins. CGL Liability Errors & omissions Pacific Indemnity	All states	1) underwriting employee leasing exposure 2) indemnity & hold harmless 3) exclusions & endorsements liability 4) workers compensation 5) misrepresentation on ins. application 6) employment practices, temporary employees

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
			Organizations			
CH1-601	5/16/02	Chubb	Federal	Family auto policy	VA	1) Negligent entrustment 2) Duty to defend 3) Duty to indemnify 4) Motorized land vehicles exclusion 5) Entrustment exclusion 6) Excess liability coverage
CH1-624	7/02/2002	Chubb & Federal Ins.	Superior Iron Works Hyman-Clark Construction Aetna Casualty & Surety	Federal Ins.	DC	1) subcontractor/ independent contractor liability 2) non-delegable duty of care 3) contractor's endorsement
CH1-656	03/26/2003	Chubb & Great Northern Ins Co	Illume Products, Inc. Jerry Venable Thrifty Rental Car	GNIC Auto liability	MD DC VA	1) rental car co. duty to defend & indemnify – business purposes 2) Titles 17 & 18 MD Transportation Article 3) permittees 4) 180-day lease exception 5) commercial garagekeepers insurance 6) personal vs. commercial auto liability policies
CH1-665	03/17/2003	Chubb &	Tech Data Corp. Matthew Mietzler	General liability - employment	All states	1) professional employment organizations 2) statutory employer issues 3) contractual risk transfer – employee agreements 4) staffing services contracts 5) indemnity & hold harmless agreements 6) blanket additional insureds & waivers of same 7) workers comp & third party overaction issues
CH1-687	9/24/03	Chubb	Federal, Vigilant, Great Northern	Comm. Umbrella, Exporters Package	ME	1) Choice of Law 2) Contract Interpretation 3) Duty to indemnify 4) Economic loss 5) Causation 6) Coverage triggers 7) Ultimate net loss 8) Allocation and sharing 9) Territorial limitation 10) Duty to defend 11) Property damage

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
						12) Occurrence analysis 13) Business risk exclusions 14) Loss in progress 15) Apportionment
CH1-688	8/29/03	Chubb	Federal	CGL	NV MD MA	1) Choice of law 2) Consequential damages 3) Contract formation 4) Battle of the forms 5) UCC applicability 6) Ejusdem Generis 7) Contract construction 8) Unconscionability 9) Tort liability 10) Consumer Protection Act 11) Negligent misrepresentation 12) Intentional misrepresentation/fraud
CH1-699	11/25/03	Chubb	Insurer: Federal Insured: Pen Coal Corp Claimant: Maxine Pack Harless, et al	CGL	WV	1) Choice of law 2) Contract interpretation 3) Duty to defend 4) Duty to indemnify 5) Loss in progress 6) Property damage and trespass 7) Personal injury coverage 8) Deliberate acts exclusion 9) Damage to owned property exclusion 10) Coverage triggers
CH1-705	12/15/03	Chubb	Insured: Craig M. & Kathryn Fisher Claimant: Alexander Fisher Insurer: Federal	PIP UIM	DC	1) Stacking of benefits 2) Reduction of UIM coverage by PIP benefits
CH1-718	2-15-2004	Chubb & Federal Ins. Co. -	Alcatel USA BellSouth Class Action	Chubb Electronics Customarq Errors & Omissions Policy & Chubb Energy Industry Policy	NC FL	1) duty to defend 2) duty to indemnify 3) known risk – loss in progress 4) coverage trigger issues 5) restatement conflict of laws provisions 6) fraud 7) reservation of rights 8) choice of law
CH1-724	3-12-2004	Chubb	Federal Gannett	Federal Commercial Umbrella	FL VA	1) choice of law 2) duty to defend 3) invasion of privacy

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
				policy. Professional Claim Liability		4) third party coverage 5) interpretation of exclusions 6) late notice defense 7) duties in the event of occurrence
CH1-740	5-6-2004	Chubb Federal Ins. Co.	Supervalu - Tapscott Trucking - Virginia Trailer Rental ats Estate Benny & Shirley Moses	Amer. Manuf. Mutual Ins. Co.-Kemper Business Auto & CNA – Fedl Commercial Umbrella National Casualty Ins. Co.	PA MN	1) wrongful death 2) reckless driving & aggravated assault by vehicle 3) negligent acts of drivers in interstate commerce 4) Federal Motor Carrier Safety Regs 5) indemnity & choice of law 6) vicarious liability 7) independent contractor & bobtail policy 8) hired automobiles MN law 9) definition “persons insured”
CH1-755	10/21/04	Chubb	Federal – New Coal	CGL	VA	1) Choice of law 2) Contract interpretation 3) Duty to indemnify
CH1-755	7/13/04	Chubb	Federal	CGL	VA	1) Choice of law 2) Duty to Defend 3) Duty to indemnify 4) Contract interpretation 5) Products-completed operations coverage 6) Declaratory judgment 7) Coverage grant provision 8) Additional exclusions
CH1-809	5-13-2005	Chubb & Federal Ins.	Blue Stone Coal Co. – Federal Ins. Co.	Federal Energy Industries General Liability	WV	1) choice of law 2) duty to defend 3) insurance contracts interpretation 4) transportation of property exclusions 5) products completed operations hazard coverage 6) wrongful death, auto –civil conspiracy – bodily injury 7) doctrine of reasonable expectations 8) efficient proximate cause doctrine
CH1-820	7/28/05	Chubb	Claimant: Ray Lewis	CGL	MD	1) Occurrence analysis 2) Right to seek indemnification 3) Choice of law 4) Contract interpretation
CH1-850	3/7/06	Chubb	Insurer: Federal Insured:	Umbrella	VA	1) Choice of law 2) Contract interpretation 3) Contract exception

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
			Uniwest			4) Second indemnity agreement 5) Priority of coverage 6) Liability for bad faith 7) Unfair Claims Handling Act
CH1-864	6/2/2006	Chubb – Federal Ins.	Take Two Interactive Software – Rockstar Games Inc. Sony Corp. WalMart	Commercial General & commercial umbrella – liability	AL	1) wrongful death 2) Indemnity & Defense 3) insured contract coverage grant provisions/exclusions 4) expected or intended injury provision 5) estoppel
CH1-922	05/10/2007	Chubb & Federal	Gartner Inc. Expert Choice Dr. Forman Wharton Valuation of Decision Drivers Inc DDI contract	Zurich & Federal Ins. Excess umbrella & Excess commercial	CT	1) duty to indemnify 2) choice of law 3) actual prejudice & late notice 4) copyright infringement 5) advertising injury & breach of contract 6) extrinsic evidence 7) duty to defend 8) known risk or loss doctrine 9) loss in progress doctrine
CH1-932	02/08/2008	Chubb & Federal Ins. Co	The BARAC Company	Chubb Commercial Umbrella & Chubb Excess Umbrella	DC	1) DC Consumer Protection Procedures Act 2) landlord tenant improper pre-judgment court costs/fees charged for late rent payments 3) complaints for possession 4) class action 5) unlawful trade practices 6) coverage triggers 7) unlawful practices
CH1-934	8/09/2007	Chubb & GNIC	William Pendley GNIC	Great Northern Ins. – Chubb Masterpiece Policy - Auto	MD VA	1) choice of law 2) property damage provisions 3) contract interpretation 4) medical payments & liability coverage 5) personal injury protection
CH1-935	Aug 2007	Chubb	Jerry's Ford Charles Miller Graphic Arts Mutual Ins. Utica Ins.	General Casualty & Garage Operations	VA	1) general casualty & declaratory judgment action 2) garage operations
CH1-961	05/22/2008	Chubb & Federal	Alfred Karcher Holdings	Federal Ins. Business Auto UIM	MD NJ	1) auto tort UIM 2) choice of law 3) master lease agreement

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
			Douglas Ramey Jr. C-Tech Industries Enterprise Leasing			4) leased vehicle
CH1-971	8/12/2008	Chubb & Federal Ins.	Merck & Co. Roberta O'Brien Joseph Oatman GRE Enterprises d/b/a Becker & Ellington Security Systems	Federal Ins. Commercial & UM/UIM	VA NJ	1) auto tort 2) Virginia LessorBAdditional Insured and Loss Payee Endorsement 3) scope of employment 4) respondeat superior/agency argument 5) UM/UIM Priority of recovery 6) workers comp 7) owned vs. leased vehicles 8) subrogation 9) venue
CH1-1075	1/11/2011	Chubb Federal & GNIC	McGuire Woods LLP Federal Ins. GNIC Bank of America Torina Collis	Federal & GNIC Primary & Excess Umbrella Liability Customarq Classic	MD	1) Defamation/Libel Per Se (Count I); Intentional Infliction of Emotional Distress (Count II); and Civil Conspiracy (Count III). 2) professional legal services exclusion 3) malpractice insurance 4) choice of law 5) professional liability exclusions 6) continuing offenses exclusions 7) coverage grant provisions 8) prior offenses personal injury 9) expected or intended injury
CH1-1078	1/18/2011	Chubb & Federal Ins.	Hercules Bolt Co. Gaylord National LLP Perrini Tompkins Jt. Venture	Chubb Customarq Series Liability - Chubb Commercial Excess & Umbrella	MD VA TN	1) reservation of rights 2) Damage to impaired property not physically injured 3) breach of contract 4) duty to defend & indemnify 5) breach of warranty 6) breach of implied warranty of fitness of particular product 7) recall of products exclusions 8) choice of law
CH1-1123	3-27-12	Chubb & GNIC	Saleh & Nelly Fakhoury	GNIC homeowner s	MD	1) Arson – Intentional Acts Exclusions 2) consumer complaint vs. ins. co. 3) breach of contract 4) failure to act in good faith 5) burden of proof under MD law 6) intentional concealments & misrepresentations
CH1-1180	10-31-13	Chubb & Federal Ins – Zurich	Maryland Managemen t Corp –	Fed Ins Lexington Ins. –	MD	1) class action tenant security special police 2) harassment

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
			Cherry Hill – Tenable Protective Services; Clauson	Classic General Liability		3) Indemnification, contribution & contractual indemnification 4) independent contractor 5) primary/non-contributing endorsement 6) wrongful act
CH1-1186	1-13-2014	Chubb Federal Vigilant	Stonehall Farm – Mars Family	Auto & Excess Liability	VA	1) advance payments 2) voluntary payments 3) priority of settlement issues 4) wrongful death
CL1	2/9/91	Continental	Metro Developin g Grp. ats American Resources Manageme nt Grp.		MD	1) Malicious Prosecution 2) Injurious Falsehood
CN1-002	7/18/95	CNA	Fox Industries	CGL	MD	1) Intentional Injury Exclusion 2) Employer=s Liability Exclusion
CN1-004	7/31/95	CNA	MCI Telecomm unications	CGL	DC	1) Occurrence Analysis 2) Property Damage - Economic Loss 3) Intentional Injury Exclusion
CN1-005	7/11/95	CNA	Hines Interest Limited Partnership	CGL	DC	1) Occurrence Analysis 2) Care, Custody, Control Exclusion 3) Trigger Theory of Coverage: Manifestation
CN1-016	10/11/1995	CO	MCI Communic ations	CGL	MD	1) Occurrence Analysis 2) Intentional Injury Exclusion 3) Employer=s Liability Exclusion 4) Personal Injury Analysis 5) Penal Violation Exclusion
CN1-017	10/27/95	Continental	Assured: MCI Communic ations	CGL	MD	1) Discrimination 2) Occurrence analysis 3) Intentional Injury Excl. 4) Employer=s liability excl. 5) Personal injury liability 6) Penal Violation Exclusion
CN1-018	11/9 1995	CO	MCI Communic ation	CGL	VA	1) Occurrence Analysis 2) Intentional Injury Exclusion 3) Personal Injury Analysis 4) Penal Violation Exclusion

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
CN1-029	3/22 1996	CO	Brawner Co.	CGL	DC	1) Duty to Defend 2) Personal Injury Analysis 3) Knowing Falsity Exclusion 4) Insured Duty to Cooperate 5) Consent to Settlement Clause
CN1-032	6/24 1996	CO	Coakley & Williams	CGL	MD	1) Duty to Defend 2) Occurrence Analysis 3) Property Damage - Economic Loss 4) Intentional Injury Exclusion 5) Personal Injury Analysis 6) Extrinsic Evidence 7) Advertising Injury Analysis 8) Duty to Indemnify 9) Knowing Falsity Exclusion 10) Declaratory Judgment
CN1-032	8/14 1996	CNA	Coakley & Williams	CGL	MD	1) Consequential Damages Recoverable for Breach of Insurance Contract 2) Duty to Defend 3) Duty to Indemnify
CN34	7/25/ 1996	CNA	Citiroof Corp	CGL	MD	1) Insurance Info Disclosure
CN34	04/02/ 1997	CNA	Citiroof Corp	CGL	MD	1) Bad Faith/Reverse Bad Faith
CN34	8/06/ 1997	CNA	Citiroof Corp	CGL	MD	1) Adjustment and Potential Settlement
CN36	05/30 1997	CNA	Transportat ion Insurance Co	CGL	MD	1) Fellow Employee Exclusion 2) Uninsured Motorist Coverage
CN36	06/17 1997	CNA	Transportat ion Insurance Co	CGL	MD	1) Coverage Limits and Reductions 2) Set-offs against benefits
CN40	08/07 1997	CNA	Atkins Center, Robert Atkins	CGL	NY	1) Choice of Law Doctrines 2) Health & Cosmetic Services Exclusions 3) Intentional Injury Exclusion
CN41	08/04 1997	CNA	Stalker Brothers, Inc.	CGL	DC	1) Additional Named Insured 2) Contractual Liability Insurance 3) Indemnification Jurisdiction forum

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
CO5	4/1/92	Continental	Oscar Hartman ats Susan Muher	Personal Umbrella	MD	1) Intentional Infliction of Emotional Distress 2) Battery 3) Breach of Fiduciary Duty 4) Invasion of Privacy 5) False Imprisonment 6) Ultimate Indemnity 7) Duty to Defend
CO116	12/3/92	Continental	Donald B. Newman ats Kenneth M. P. Taylor		MD	1) Personal Injuries 2) Assault and Battery 3) False Imprisonment 4) Ultimate Indemnity 5) Duty to Defend
CO180	4/26/94	Continental	Glasser ats Henry	Custom Business Owner=s	DC	1) Medical Negligence/Malpractice 2) Negligent & Reckless Conduct/Fraud 3) Estoppel 4) Duty to Indemnify 5) Triggering Coverage 6) Substantial Factor 7) Reservation of Rights 8) Declaratory Judgment 9) Bad Faith Action
CO185	5/21/94	Continental	Wellington Homes			1) Reservation of Rights
FA1-002	10/04/1995	Hartford	Federal Armored Express WalMart in Illinois	ITT Hartford Special Multi-Flex Policies - Business Auto Liability & CGL	IL	1) duty to defend 2) completed operations exclusion 3) auto exclusions – auto related or non-auto related
FO1-001	8/12/2010	Founders Ins.	Bourbon Street Live LLC George Volt, Joseph Shanley	Founders CGL	MD	1) choice of law 2) Assault & negligence – expected injury exclusions 3) punitive damages 4) four corners doctrine 5) duty to defend potentiality issue 6) duty to investigate by ins. co. extrinsic evidence
IO3-001	05/29/2002	Millers Mutual Group Ins.	Normandy Place Condos Williams & Wells	Business Owners Ins. Commercial Excess Liability	MD	1) breach of contract & fiduciary duties 2) construction defects - faulty workmanship 3) foreseeable risks of personal injury 4) loss of enjoyment of homes 5) negligent misrepresentation –

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
						negligence 6) Titles 10 & 11 implied warranties 7) express warranty 8) MD Consumer Protection Act Violations 9) unfair deceptive trade practices 10) contribution/indemnification - subcontractors
MI3-001	5/29/2002	Millers Mutual Group Ins.	Normandy Place Condo Williams & Wells	Business Owners Liability & Excess Liability CGL	MD	1) construction defects 2) breach of contract & fiduciary duties 3) Title 10 implied warranties 4) Title 11 implied warranties 5) express warranty 6) negligent misrepresentation 7) violation of Maryland Consumer Protection Act
006-6W-2887	1/24/95	Continental	Wicomico County Board of Educ. ats Eric Belote		MD	1) MD Cap of Non-economic Damages Impact on Survivorship Action 2) MD Cap of Non-economic Damages Impact on Wrongful Death Action
006-6W-2887	1/24/95	Continental Chubb	Wicomico County Board of Educ. ats Eric Belote	Commercial Umbrella	DC MD VA	1) General Construction of Insurance Policy Contracts 2) Bodily Injury 3) Emotional Distress
	1/30/95	Chubb		Commercial Umbrella	DC MD VA	1) General Construction and Interpretation of Insurance Policy Contracts 2) Emotional Distress as Bodily Injury
	12/14/92	Chubb	Chabbra v. Sovran Bank & U-Haul	Business-Auto	VA	1) Liability Insurance Policies 2) Primary Insurance Coverage 3) Contract
	3/24/93	Continental	Budget Rent a Car Contract		MD	1) Exclusion for Impairment Due to Intoxication of Liquor or Other Substance
	10/20/93	Continental	Riverside Condominium	Lease	DC	1) Lease Agreement Analysis 2) Liability for Use 3) Indemnity
055-1AP966	5/13/94	Continental	JoDell, Inc. ats Coldwell	Lease	MD	1) Temporary Substitute Vehicle Lease Exception 2) 180-day Lease Exemption

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
055-7-V3324	6/6/91	Continental			DC	1) Fraudulent Claim 2) Innkeeper=s Statute 3) Limitation of Liability
	12/10/91	Continental	Marice Thompson and Kevin Carey		MD	1) Coverage of Employee 2) Workers Compensation Act 3) Casual Employee
	01/30 1995	Chubb			MD DC VA	1) Insurance Policy Contract Interpretation in the Courts 2) Emotional Distress as Bodily Injury
	12/14 1992	Chubb	Chabbra v. Sovran Bank & U-Haul		VA	1) Liability Insurance Policies 2) Primary Insurance Coverage 3) Contract
Chubb	02/19 1191	Chubb	Monsein		MD	1) UM Issues 2) Validity of Precondition of Judgment against Uninsured Motorist
Chubb	08/16 1996	Chubb	General		DC	1) Punitive Damages
CNA	01/24 1995	CO	Belote v. Wicomico County Board of Education		MD DC VA	1) Insurance Policy Contracts 2) Bodily Injury 3) Emotional Distress
Chubb	04/07 1997	Chubb	Ellis v. Fox Automotive		DC	1) Reported Jury Verdicts Involving Below the Knee Amputations
CNA	10/20 1993	CO	Riverside Condominium		DC	1) Lease Agreement 2) Liability for use 3) Indemnity
Chubb	02/18 1997	Chubb	Chubb Contract Guides		MD DC VA	1) Right to Independent Counsel
CNA	05/13 1994	CO	JoDell, Inc. at Coldwell		MD	1) Temporary Substitute vehicle lease exception 2) 180-day lease exemption
CNA	03/24 1993	CO	Budget Rent a car contract		MD	1) Exclusion for impairment due to intoxication liquor or other substance

Name	Date	Carrier	Reference	Policy	State	Coverage Issues Presented
CNA	12/10 1991	CO	Thompson and Carey		MD	1) Coverage of Employee 2) Workers Compensation Act 3) Casual Employee
CNA	06/06 1991	CO	Georgetow n Marbury Hotel ats Levidis		DC	1) Fraudulent claim 2) Innkeeper=s statute 3) Limitation of Liability

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THE FOLLOWING IS A SUPPLEMENTAL LISTING OF INSURANCE COVERAGE REVIEW AND ANALYSIS WHICH I HAVE UNDERTAKEN:

1. Rose J. Preston v. Travelers **September 12, 2017**
2. Terrence Tolliver v. Allstate **September 12, 2017**
3. Regina Williams-Hilton v Liberty Mutual **September 12, 2017**
4. Chad Howlin v Homesite Insurance of the Midwest **November 30, 2017**
5. Erica Johnson v. Travelers Insurance **November 30, 2017**
6. Glen and Crystal Williams v Liberty Mutual **December 1, 2017**
7. Sabrina Holt v. Travelers **December 1, 2017**
8. Eileen Miamidian and Helder Mulhovo v. State Farm Ins. Companies **September 15, 2017**
9. Marvin Purnell v. Brethern Mutual **January 25, 2018**
10. Francis M. Pappas Dorgan v. Erie Insurance **January 26, 2018**
11. Crystal and Charles Worrell v. Nationwide Insurance **April 18, 2018**
12. Shannon Howard v. Travelers – The Standard Fire Insurance Co. **January 26, 2018**
13. Dante McEast v. Liberty Mutual **April 18, 2018**
14. Rolaetta Alford v. Travelers **April 18, 2018**

15. Rosalind Wright v. Praetorian Insurance Company **June 6, 2018**
16. Franklin McIntosh v. Allstate Insurance Co. **June 20, 2018**
17. Veronica and Andre Jones v. AAA Insurance **July 10, 2018**
18. Bertha A. Smith v. Allstate Insurance Co. **July 10, 2018**
19. Michael Everett v. USAA **August 6, 2018**
20. Karl McDonald v. State Farm **August 31, 2018**
21. Ashley Mack v. Liberty Mutual **November 15, 2018**
22. Angela Givens v. Erie Insurance **December 12, 2018**
23. Rose and Kelechi Mezu v. Chubb Insurance **January 17, 2019**
24. Ann Pettway and O. Olafunmiloye. v Allstate Insurance **January 23, 2019**
25. Adreienne McRant v. Allstate Insurance **January 30, 2019**
26. Frederick Stokes v Selective Insurance Company **February 12, 2019**
27. Rubeye Stevens v. The Hartford **February 19, 2019**
28. Hugh and Fay Bair v. Libery Mutual **February 26, 2019**
29. Denise Polite v. Ameriprise Auto and Home Insurance **April 13, 2019**
30. Gifty Sonpon v. Liberty Mutual **March 7, 2019**
31. Rose and Gary Robert v. Nationwide: Allied P&C Ins. Co. **May 6, 2019**
32. Patricia E. Sahlin v. MetLife Auto & Home **May 16, 2019**
33. Dena E. Edelblute v. USAA **June 14, 2019**
34. Payne, Martha v. Allstate Insurance **July 18, 2019**
35. Lea, Nikeita v. The Standard Fire Insurance Co./Travelers **July 18, 2019**
36. Donald Copes v. Allstate **September 11, 2019**
37. Faye Ellis v. Safeco Insurance **September 18, 2019**

38. Suresh Shrestha v. Liberty Mutual **June 30, 2020**
39. Belinda Smith v. Allstate **July 20, 2020**
40. Nicholas Lodge v. Allstate **November 11, 2020**
41. Diane Mitchell-Hubbard **January 26, 2021**
42. Taliaferro v. Allstate **February 10, 2021**
43. Denise and Christopher Buchanan **February 10, 2021**
44. John and Alison Dency v. State Farm **February 11, 2021**
45. Sharon Dupree v. Allstate **February 11, 2021**
46. Timothy Kueberth v. State Farm **May 11, 2021**
47. Jacqueline Hollomon v. State Farm **May 11, 2021**
48. Beatrice Mgbemere v. Allstate **May 26, 2021**
49. James Bennett v. Allstate **June 14, 2021**
50. Shirley Oketunji v. Travelers **July 7, 2021**
51. Julian Calhoun v. Liberty Mutual **July 26, 2021**
52. Joseph Hudson v. State Farm **August 9, 2021**
53. Tamika Fletcher v. State Farm **August 10, 2021**
54. Sunita Acharya v. Liberty Mutual **September 22, 2021**
55. Donald and Lynn Hutchison v. Allstate **October 5, 2021**
56. James Lowery v. Erie Insurance **November 11, 2021**
57. Johnnie Christian v. State Farm **November 15, 2021**
58. Clark Darden v. Allstate **December 3, 2021**
59. KKarki LLC v. Hartford **December 29, 2021**
60. Jacqueline Atkins v. Foremost Insurance **December 29, 2021**

- 61. Terry and Lanette Branch v. Travelers **December 29, 2021**
- 62. Alexandria Young v. State Farm **December 30, 2021**
- 63. Can Machine Systems, LLC v. Selective Insurance **December 30, 2021**
- 64. Idan Cohen v. State Farm **January 6, 2022**
- 65. Gerard and Hema George v. Liberty Mutual **January 27, 2022**

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A handwritten signature in black ink, appearing to read "Jeff R. Schmieler". The signature is written in a cursive, flowing style.

Jeffrey R. Schmieler