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THE POLICYHOLDER ADVOCATE/IP COUNSELOR

NEWSLETTER

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FUZZY FACTS ARE SUFFICIENT TO ESTABLISH COVERAGE

Jaco Environmental, Inc. v. American Int’l Specialty Lines Ins. Co., No. 2:09-cv-0145 JLR, 2009 WL 1591340 (W.D. Wash. May 15, 2009):

The complaint alleges that the statements at issue began in at least 2002, but also further alleges that JACO's wrongful acts were ongoing and would continue unless restrained or enjoined by the court. These allegations indicate that JACO's alleged wrongful conduct began in 2002 and continued unabated until at least the filing of ARCA's complaint - a period of time that encompasses the policy period. . . . Based on allegations that the wrongful conduct began before the policy period and continued until about two months following the end of the policy period, such a conclusion would not be reasonable. Thus, AISLIC breached its Policy with JACO when it denied its duty to defend following submission of the ARCA complaint to AISLIC on December 17, 2004.

The Court also found that JACO was entitled to select its counsel and to obtain attorneys' fees it incurred in establishing its coverage rights.

“HOW TO GET YOUR INSURANCE COMPANY TO PAY THE REASONABLE FEES FOR DEFENDING LAWSUITS”

INTRODUCTION

The client has given notice to all potentially implicated insurers based on the facts asserted in the complaint/counterclaim. At least one insurer has recognized a defense under a reservation of rights. The insurer insists, however, that this reservation does not obligate it to pay for the insured's chosen counsel. Under California choice-of-law rules (which will apply where a coverage suit is initiated in California), California law will apply if the “place of performance” is in California. “Place of performance” is defined as the place where the underlying action is being litigated.¹

Assuming a conflict of law, California law will determine whether the insured can control the defense. Most clients would prefer their attorney, who is intimately familiar with the company and the activities or transaction that gave rise to liability, to handle the defense of such a case. The insurer will often insist on retaining its appointed counsel. If the insurer does not agree to the insured's selection of its own attorney, claiming no conflict of interest requires it, then the insured must decide if it wishes to challenge that decision. Where the amount of fees is not expected to be excessive, and the matter is routine, some insureds will allow the insurer to control the

¹*Frontier Oil Corp. v. RLI Ins. Co.*, 153 Cal. App. 4th 1436, 1461-62 (2007) (“An insurer performs its defense obligation by providing defense services through an attorney. . . . The insurer provides defense services in the jurisdiction where the suit is prosecuted. . . . We therefore conclude that California was the intended place of performance of the contract with respect to those claims, that the policy thus ‘indicate[s] a place of performance’ within the meaning of Civil Code section 1646 with respect to such claims, and that California law governs the interpretation of the policy.”).

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defense. Issues of settlement and the amount of insured involvement may require revisitation of the right to an insured-controlled defense to avoid a significant insurer contribution to settlement.

In other cases an insured may insist that its attorney work on the case, even at a lower rate, with the insured paying the differential in fees, while preserving its right to disagree as to rate. Where significant fees will be incurred by independent counsel cementing the insured's right to control the defense and secure payment at the insurer's expense may require a declaratory relief action. Where applicable law elsewhere on conflicts of interest and rates is more favorable than in California, assuming an opportunity presents itself, forums outside California may be considered for pursuit of this declaratory relief action.

WHEN CAN THE INSURED CONTROL CHOICE OF COUNSEL?

Cybernet/Multimedia Policies Vest Control with the Insured, Not Insurer, Especially Where the Insured Pre-Selects Counsel.

Unlike CGL policies, cyberspace/internet policies (like D&O policies) are self-liquidating and have a "reimbursement" not "duty to defend" trigger. Even if a conflict of interest was required to control counsel, it typically arises where an insurer seeks to diminish defense costs while an insured seeks to procure monies to settle claims. The insured is often in a better position to demand that the insurer settle within policy limits rather than expend defense fees, where continuing to litigate will diminish the monies available for settlement.

Recent California Case Law Has Recognized a Right to Select Independent Counsel in a Number of Commonly Encountered Fact Scenarios that Arise in Intellectual Property Lawsuits.

The classic conduct creating a Civil Code § 2860 conflict (i.e., negligent and intentional act allegations where negligence is covered and intentional acts are not) is replicated where willfulness claims are asserted. This follows as an insurer is not liable for losses caused by an insured's willful acts (Ins. Code § 533).² Albeit the conflict at a slightly higher level of scienter, to wit: a defense is due and a conflict of interest arises triggering the right to independent counsel.

Where claims for willfulness are asserted, an insurer's agreement to defend without a reservation of rights does not necessarily eliminate the opportunity for the insured to obtain its own independent counsel at the insurer's expense, as Ins. Code § 533 cannot be waived.³

Several recent cases applying California law have found a right to independent counsel available where the insured's conduct was characterized in the underlying action as "inherently harmful."

Further, with respect to the policy's "expected or intended injury" exclusion, Hartford contends it created no conflict of interest because the company did not expressly reserve any rights based on it, and thus waived the right to raise it as a defense. But, as set forth above, Hartford expressly informed respondents, among other things, that it "will assert any and all of its applicable coverage defenses," and "that nothing contained in this letter nor any other act of this company or its representatives shall be construed as a waiver of any known or unknown coverage defense." Given these statements, we, like the trial court, reject Hartford's suggestion that its reservation of rights constitutes a waiver of any defense based on this exclusion.⁴

²*Previews, Inc. v. California Union Ins. Co.*, 640 F.2d 1026, 1028 (9th Cir. 1981); *Downey Venture v. LMI Ins. Co.*, 66 Cal. App. 4th 478, 499-500 (1998) ("Section 533 precludes insurance coverage (i.e., indemnification) for a 'willful act.'").

³*Waller v. Truck Ins. Exch.*, 900 P.2d 619, 636 (Cal. 1995) ("Case law is clear that '[w]hatever the intentional relinquishment of a known right after knowledge of the facts.' " (internal quotation marks omitted)); *J.C. Penney Casualty Ins. Co. v. M.K.*, 52 Cal. 3d 1009, 1019-21 (1991) (Section 533 cannot be waived because it was enacted to advance a public policy.); *Liberty Mutual Ins. Co. v. Continental Ins. Co.*, No. 04-8053, 159 Fed. Appx. 827, 832, 2005 WL 3418636, at *3 (10th Cir. (Wyo.) Dec. 14, 2005) (applying California law) ("Section 533 prohibits insurance coverage for any 'willful act.'... Parties cannot contract around § 533." (citation omitted)).

⁴*J.R. Marketing, L.L.C. v. Hartford Cas. Ins. Co.*, No. A115846, 2007 WL 4217443, at *6, *8 (Cal. Ct. App. Nov. 30, 2007) (citation omitted).

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An insurer is not liable for losses caused by an insured's willful acts. (Ins. Code § 533.) Because intentional acts are excluded from coverage, an inherent conflict may present itself in third party litigation: the insured seeks a verdict that either he is not liable or that his liability emanates from negligent conduct covered by his insurance policy; by contrast, the insurer has an economic interest in establishing either that its insured is free from liability or that liability emanates from intentional conduct not covered by the policy. Independent counsel is warranted when the insurer's "best interests are served by a finding of willful conduct because it thus may not be deemed liable." (*Previews, Inc. v. California Union Ins. Co.* (9th Cir.1981) 640 F.2d 1026, 1028.)⁵

In light of this applicable law, a "mixed" action asserting potentially covered and uncovered claims may trigger a right to independent counsel where proof of one theory of liability is inconsistent with another asserted.

"[I]n cases involving multiple claims against the insured, some of which fall within the policy coverage and some of which do not, the insurer may be subject to substantial temptation to shape its defense so as to place the risk of loss entirely upon the insured." . . . In a mixed action, there is a potential conflict of interest because "[t]he insured will want any judgment limited to covered claims, while the insurance company will be better off if judgment is imposed on claims not covered under the policy." (*Croskey et al., Cal. Practice Guide: Insurance Litigation*, supra, at ¶ 7:785, p. 7B-96.) "It seems doubtful that the conflict of interest can be avoided merely by the insurer's instructing defense counsel to ignore coverage defenses." (*Id.*, ¶ 7:788, p. 7B-98.)⁶

With respect to the prior publication exclusion, Hartford contends its reservation of rights created no conflict of interest because "the timing of [defamatory statements] ... cannot be controlled by defense counsel." . . . [O]ther key issues implicated by this coverage defense may indeed prove to be under defense counsel's control. Hartford, for example, may benefit at trial – to respondents' detriment – from developing a theory that the defamatory statements respondents allegedly made during the policy period were substantially the same as those they allegedly made before the policy period.⁷

Even though it may ultimately be determined that Atlantic Mutual has a viable defense to coverage by virtue of the application of the 'first publication' exclusion, this can *only* affect its liability for indemnification.⁸

Assertion of a "first publication" exclusion to bar a defense raises "timing" issues as to the alleged offense (disparagement, defamation, privacy invasion), permitting appointed counsel to act in a manner detrimental to the insured's coverage interests while still defending the action.

A seminal California coverage case addressing speech-based defamation claims found an insignificant variation in the defamatory statements either both prior to and after the inception of the policy permitted application of the first publication exclusion to bar a defense. This approach will not work if the publication prior to policy inception is only similar to that offer. Subsequent case law evidences a more nuanced understanding of the facts that might permit potential coverage even in the face of a "first publication" exclusion attack.⁹

Insurer contended the first publication exclusion encompassed the entire theme of the insured's advertising, even though the objectionable material continued over a period of time in different forms. The court flatly rejected the insurer's proposed

⁵*Royal Indem. Co. v. Hartford Ins. Co. of the Midwest*, No. B196406, 2008 WL 2009747, at *4 (Cal. Ct. App. May 12, 2008). (Compare *James 3 Corp. v. Truck Ins. Exch.*, 91 Cal. App. 4th 1093, 1103 (2001) (insurer "agreed to defend the insureds against the trademark infringement and related claims *without any reservation of rights.*"))

⁶*Royal Indem. Co.*, 2008 WL 2009747, at *5.

⁷*J.R. Marketing, L.L.C.*, 2007 WL 4217443, at *8.

⁸*Atlantic Mut. Ins. Co. v. J. Lamb, Inc.*, 100 Cal. App. 4th 1017, 1040 (2002).

⁹*Ringler v. Maryland Cas. Co., Inc.*, 80 Cal. App. 4th 1165 (2000).

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construction, noting that “[i]f Wausau had intended that the exclusion apply to advertising campaigns or material that is ‘similar to’ material published before the inception of the policies, it could have provided such language.” The court held the first publication exclusion “does not preclude coverage for material published within the policy period, even if similar to previously published material, or if part of an ‘advertising campaign.’”¹⁰

Thus, Judge Posner¹¹ gave a concrete example of how the first publication exclusion did not bar coverage. The insured’s 1997 advertising campaign, running through Continental’s policy period, misappropriated the underlying plaintiff’s basic advertising idea of a “Psycho Chihuahua” – i.e., of the clever little feisty dog with an attitude. *Id.* at 1072. In the later republished commercials, occurring in 1998 during Zurich’s policy, misappropriated that same basic idea.

Namely, “the idea of the Chihuahua’s poking its head through a hole at the end of the commercial.” *Id.* at 1073. The republished ads used the same basic misappropriated idea as the first ads cast in a slightly different light. In earlier ads the clever, feisty Chihuahua was doing certain things and in later ads the clever, feisty Chihuahua was doing others including, poking his head through a hole. Even though the pre and post policy published material used the same basic idea, and were very similar, the prior publication exclusion did not bar coverage because that same basic idea – the clever, feisty Chihuahua – was used or pictured in a slightly different fashion each time.

It is not a fair argument, as insurer coverage counsel often assert, that appointed counsel cannot change the facts, including those, as to when potentially covered acts arose.

For example, Mr. Crowley would have had to seek or oppose special verdicts, the answers to which would have either benefitted Bethlehem and harmed Transportation or benefitted Transportation and harmed Bethlehem in their respective coverage positions. *Id.* As the court in *Cumis Insurance Society* recognized, these types of ‘decisions are numerous and varied’ and ‘[e]ach time one of them must be made, the lawyer is placed in the dilemma of helping one of his clients concerning insurance coverage and harming the other.’ *Id.* Similarly, the ‘potential problems may develop during pretrial discovery which must go beyond simple preparation for a favorable verdict to develop alternate strategies minimizing exposure.’ *Id.* at 366. Mr. Crowley, as the insurer-retained counsel in *Cumis Insurance Society*, was bound to investigate all conceivable bases on which liability might attach. These investigations and client communications may provide information relating directly to the coverage issue. Furthermore, counsel may form an opinion about the insured[’s] credibility. As between counsel’s two clients, there is no confidentiality regarding communications intended to promote common goals. But confidentiality is essential where communication can affect coverage. Thus, the lawyer is forced to walk an ethical tightrope, and not communicate relevant information which is beneficial to one or the other of his clients.¹²

THE ROLE OF INSURANCE COVERAGE COUNSEL ONCE AN INSURER AGREES TO DEFEND AN INSURED UNDER A RESERVATION OF RIGHTS

Providing the Insurer with Additional Evidence Developed in the Intellectual Property Action Cements the Defense Obligation and Clarifies Why the Insurer May Be Obligated to Pay the Entirety of Any Settlement Negotiated.

In *Scottsdale Ins. Co. v. MV Transp.*, 115 P.3d 460, 466 (Cal. 2005) the court observed,

¹⁰*International Communication Materials, Inc. v. Employers Ins. of Wausau*, No. 94-1789, 1996 WL 1044552, at *4 (W.D. Pa. May 29, 1996).

¹¹*Taco Bell Corp. v. Continental Cas. Co.*, 388 F.3d 1069 (7th Cir. (Ill.) 2004).

¹²*Bethlehem Constr. Inc. v. Transportation Ins. Co.*, No. CV-03-0324-EFS, 2006 WL 2818363, at *27-28 (E.D. Wash. Sept. 28, 2006) (applying California law).

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Moreover, that the precise causes of action pled by the third-party complaint may fall outside policy coverage does not excuse the duty to defend where, under the facts alleged, **reasonably inferable**, or otherwise known, the complaint could fairly be amended to state a covered liability. [Emphasis added.]

In forums where it is not merely facts alleged in the complaint or known to the insurer but that may compel a defense, facts that require explanation in order to analyze whether coverage arises must be evaluated. As Justice Croskey noted in *Atlantic Mutual Ins. Co. v. Lamb, Inc.*, 100 Cal. App. 4th at 1034:

The scope of the duty [to defend] . . . rests on whether the *alleged facts or known extrinsic facts* reveal a *possibility* that the claim may be covered by the policy. [Emphasis in original.]

Indeed, a defense was due under “advertising injury” coverage even though the complaint was silent on advertising activity where the insurer received additional facts demonstrating advertising.¹³

In another case, all possibilities of triggering coverage needed to be evaluated before the potential for a defense could be discerned.

That the Adidas complaint does not expressly mention Skecher’s 1996 to 1999 advertising activities does not mean those activities cannot be encompassed by the complaint’s broadly worded allegations... Here, as in *El-Com*, the Skechers catalog depicting allegedly infringing products put Hartford on notice of claims potentially covered under its policy.¹⁴

Facts Alleged in the Complaint, Known to the Insured, and Inferred from Either of Those Sources, May Evidence a Potential for Coverage.

“Facts inferred” may include those available to the insured which a diligent investigation would have uncovered.

[T]he insurer is “charge[d] with notice of all those facts which [it] might have ascertained had [it] diligently pursued the requisite inquiry.” (*California Shoppers, Inc. v. Royal Globe Ins. Co.*, *supra*, 175 Cal.App.3d at p. 37, 221 Cal.Rptr. 171; see *KPFF, Inc. v. California Union Ins. Co.*, *supra*, 56 Cal.App.4th at p. 974, 66 Cal.Rptr.2d 36; *State Farm Mut. Auto. Ins. Co. v. Martinez-Lozano* (E.D.Cal.1996) 916 F.Supp. 996, 1005.) Accordingly, “[t]he risk that an insurer takes when it denies coverage without investigation is that the insured may later be able to prove that a reasonable investigation would have uncovered evidence to establish coverage or a potential for coverage.” (*American Internat. Bank v. Fidelity & Deposit Co.* (1996) 49 Cal.App.4th 1558, 1571, 57 Cal.Rptr.2d 567.) . . . [A]n insurer is required to provide a defense against *unpled* claims that fall within policy coverage, provided that facts – whether extrinsic or alleged – available to the insurer sufficiently indicate that the third party could assert such claims.¹⁵

Facts that are merely available may not be sufficient to support finding a defense where they are also not fairly facts inferred and were not brought to the insurer’s attention while the case was pending.

Post-Declination Information Does Not Give Rise To A Duty To Defend . . . [E]xtrinsic facts may give rise to a duty to defend, but “such facts must be known *at the time of tender* and must reveal a potential for liability.” (*Baroco West, Inc. v. Scottsdale Ins. Co.* (2003) 110 Cal.App.4th 96, 103 (*Baroco West*) . . . *Gunderson, supra*, 37 Cal.App.4th 1106 . . . “In the absence of any new tender of defense . . . respondent had no way to know of these new extrinsic facts, and no obligation to find them out

¹³*El-Com Hardware, Inc. v. Fireman’s Fund Ins. Co.*, 92 Cal. App. 4th 205, 217 (2001).

¹⁴*Indian Harbor Ins. Co. v. Hartford Cas. Ins. Co.*, No. B192829, 2007 WL 2955564, at *8-9 (Cal. 2007).

¹⁵*Nelson v. West Am. Ins. Co.*, No. B143838, 2004 WL 1302500, at *5, *9 (Cal. Ct. App. June 14, 2004).

by itself.” . . . Moreover, even if we were to consider the post-declination evidence proffered by Continental, it would not give rise to a duty to defend.¹⁶

Coverage Counsel Can Unearth Facts Critical to Showing Why a Settlement Should Be Fully Funded by the Insurer.

An insurer who breaches its defense obligation is required to reimburse the settlement amount paid by its insured so long as it is reasonable, non collusive, and is based on claims that potentially trigger coverage for each pertinent policy period and layer of coverage.

When an insurer denies coverage and a defense, the insured is entitled to make a reasonable, noncollusive settlement without the insurer's consent and may seek reimbursement for the settlement amount and for any breaches of the covenant of good faith and fair dealing. “In effect, when the insured tenders the suit, the carrier is receiving its chance to be heard. Having rejected the opportunity and waived the chance to contest liability, it cannot reach back for due process to void a deal the insured has entered to eliminate personal liability.”¹⁷

This decision clarifies the general principles of law articulated by the California Supreme Court in *Hamilton v. American Casualty Co.*, 27 Cal. 4th 718, 728 (2002):

As we have explained in previous cases, the denial of coverage and a defense entitles the policyholder to make a reasonable, noncollusive settlement without the insurer's consent and to seek reimbursement for the settlement amount in an action for breach of the covenant of good faith and fair dealing. “[W]here the insurer has repudiated its obligation to defend[,] a defendant in the absence of fraud may, without forfeiture of his right to indemnity, settle with the plaintiff upon the best terms possible, taking a covenant not to execute.”

A different result will attend where the insurer defends.

Thus, in *Low v. Golden Eagle Ins.*, 110 Cal. App. 4th 1532 (2003), the court found that the insured was barred from seeking reimbursement from a defending insurer where it failed to apprise it of the settlement, even if its terms were reasonable and noncollusive.

Direct Communication By Intellectual Property Counsel to Defense Counsel Could Waive the Attorney-Client Privilege, Permitting the Claimant Access to Such Communications.

Coverage counsel can directly communicate with the insurer to avoid the risk of waiver. Claimants, however, may seek to intervene and obtain these communications by defense counsel. The danger of such an inquiry is highlighted where the claimant seeks to discover defense counsel; evaluation of the likelihood of damages and recommendation to the insurer about an appropriate amount to pay in settlement.

Federal courts have never recognized a blanket privilege regarding insured-insurer communications. . . . [W]here, as here, the insurer defends under a reservation of rights, denying the duty to indemnify on some or all claims, the attorney represents only the insured on the denied claims. . . . Generally, disclosure of otherwise privileged communication to a third party waives the attorney client privilege The Court finds that the common interest doctrine applies to protect at least those communications between Pelco and Fireman's Fund¹⁸

Coverage counsel can also solicit information from experts and defense counsel to transmit to the insurer in settlement negotiation.

¹⁶*Continental Ins. Co. v. American Equity Ins. Co.*, No. A109642, 2006 WL 787975, at *9-10 (Cal. Ct. App. Mar. 29, 2006).

¹⁷*Noya v. A.W. Coulter Trucking*, 143 Cal. App. 4th 838, 842-43 (2006) (citations omitted).

¹⁸*Lectrolarm Custom Systems, Inc. v. Pelco Sales, Inc.*, 212 F.R.D. 567, 571, 572 (E.D. Cal. 2002).

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INSURER-FUNDED JUDGMENTS REQUIRE PROOF OF ACTUAL COVERAGE

A judgment will adjudicate liability and depending on what issues are determined will either permit or not permit coverage.

But, in determining the insurers' duty to indemnify, we do not look at the nature of Symons's conduct that caused the lawsuit. Instead, we evaluate whether the judgment "has been entered on a theory which is actually ... covered by the policy." . . . To meet that burden, Symons was required to show the damages payable under the Iowa judgment necessarily encompassed an award of damages for disparaging statements concerning EFCO's products. . . . The jury found Symons misappropriated all five [trade secrets], but nothing in the verdict or judgment infers a causal relationship between the misappropriation of any trade secret and Symons's advertising activity.¹⁹

CONCLUSION

Analyzing coverage for intellectual property claims is like playing three-dimensional chess (Mr. Spock's favored game on Star Trek). The party directing the chess piece must contemplate its moves wary of the impact it will have in multiple dimensions. What impact will the facts asserted have on the duty to defend? the right to independent counsel? settlement of the underlying action? What impact will the chess piece's moves have on the insurer's duty to pay for judgments that may arise, or the scope of discovery in the underlying action, and on securing facts to forward to the insurer to clarify the duty to defend? Properly conducted, thorough insurance coverage analysis can secure significant benefits for companies in minimizing legal costs by effectively leveraging their insurance assets to address litigation expenses.

PUBLICATIONS BY DAVID A. GAUNTLETT

David A. Gauntlett is the author of *Insurance Coverage of Intellectual Property Assets* published by Aspen Publishers. The book and supplements are available for \$250.00 plus tax where applicable; shipping and handling are free when full payment is enclosed with the order. To order, call Aspen Publishers at 1-800-638-8437.

UPCOMING PUBLICATIONS BY DAVID A. GAUNTLETT

- ◆ *Intellectual Property Due Diligence in Corporate Transactions*: § 12A (West 2007) (contributor)
- ◆ *Assets & Finance: Audits and Valuation of Intellectual Property-Internal Controls, Materiality and Investment* (West/Thompson Reuters) (Westlaw AFAVIP) (contributor)
- ◆ Also soon to be published are three books:
 - *A Primer on Insurance Coverage Law, and Intellectual Property Claims Under Commercial General Liability Policies* (Insurance of IP assets) (contributing authors for Chapter 7) (Tod Zuckerman, Bob Chesler, Mary Hildebrand and Christopher Keegan)
 - *Free and Open Source Software and Content Desk Reference: A Legal and Risk Management Guide* (Browntree Publications) (contributing author of chapters on F/OSS and F/OC adoption and corporate risk management policies and procedures)
 - *Intellectual Property Practitioner's Handbook on Insurance Coverage* (ABA 2009)
- ◆ *The Licensing Journal* regularly features articles written by Mr. Gauntlett, the latest entitled *Inapplicability of the Fortuity Doctrine as Applied to Offense-Based Coverage for Intellectual Property Risks* (West/Thompson Reuters 2009) (publication pending).
- ◆ *Mealey's Emerging Insurance Disputes* (7/23 edition) and *Intellectual Property* (7/20 edition) will feature Mr. Gauntlett's article *How Insurers Limit Policy Benefits to Policyholders in Intellectual Property, Antitrust and Business Tort Lawsuits*.
- ◆ *TIPS-ICLC 2009 Annual Survey* will also feature an article by Mr. Gauntlett on latest developments in Insurance Coverage Litigation.
- ◆ *New Appleman Insurance Law Practice Guide* chapter on "Understanding Intellectual Property Insurance Law" (LexisNexis December 2009) (contributor).
- ◆ *ICLC's CGL Handbook* (ABA 2009) (contributing editor to chapter entitled "The Principal Exclusions in Coverage B").

¹⁹*Federal Ins. Co. v. Seymour Corp.*, No. A105790, 2007 WL 689679, at*4 (Cal. Ct. App. Mar. 7, 2007).

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UPCOMING SEMINARS ON INSURANCE COVERAGE AND INTELLECTUAL PROPERTY WHERE DAVID A. GAUNTLETT IS SPEAKING OR ATTENDING

Mr. Gauntlett was recently named a *Super Lawyer* (Southern California) for the following practice areas:

Insurance Coverage, Intellectual Property and Antitrust Litigation

July 30 – August 4, 2009 2009 ABA Annual Meeting – Chicago, IL – Attending

October 15 – 18, 2009 NY IP Conference, Bolton Landing (Lake George), NY – Speaking

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If you have a topic you would like to see addressed in future issues, please feel free to contact us with your suggestions.

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