

INSURANCE LAW PRACTICE

THIRD EDITION

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VOLUME ONE

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Mr. Kahan graduated from the New York State School of Industrial and Labor Relations at Cornell University in 1978. He received his Juris Doctor degree from Brooklyn Law School in 1981. Mr. Kahan is admitted to practice law in New York and New Jersey as well as in the United States District Courts for the Southern and Eastern Districts of New York and the Second Circuit Court of Appeals. Mr. Kahan is a member of the mediation panel for the United States District Court for the Southern District of New York where he has mediated matters involving civil rights violations, Fair Labor Standard Act violations, commercial disputes and insurance coverage issues. In addition, Mr. Kahan is a panel member for the Ninth Judicial District Fee Arbitration panel and serves on the Grievance Committee for the Westchester County Bar Association.

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Robert Lesko is an Equity Partner at Wilson Elser and Co-Chair of the firm's Life Health Disability and ERISA Practice Team. He has more than 26 years of experience representing financial services industry clients, including insurers, broker-dealers, TPAs and fraternal benefits organizations, in litigation and arbitration proceedings throughout the country, especially NY, NJ, and PA. Rob is active in several industry organizations committed to the education of industry and outside counsel, frequently engaged as a speaker at national conferences and seminars on related topics. Rob also serves as a trustee and director of a national pension and welfare plan as well as on several boards for local organizations in his community.

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Peter D. Luneau is Counsel at Skadden, Arps, Slate, Meagher & Flom LLP, where he represents clients in a wide variety of complex insurance coverage matters, including multiparty litigation in state and federal courts concerning bodily injury, environmental, property and business interruption losses, and numerous U.S. and international insurance and reinsurance arbitrations and alternative dispute resolutions. Mr. Luneau was a member of the team that represented the Port Authority of New York and New Jersey with respect to all of its property insurance claims

arising out of the September 11 terrorists attacks, as well as the owner of an adjacent landmark building in connection with its September 11 losses. Mr. Luneau has been involved in all aspects of international Bermuda Form insurance arbitrations on behalf of clients with respect to various issues.

Mr. Luneau regularly advises clients on the structure, terms and conditions of corporate insurance programs across coverage lines as well as insurance aspects of corporate transactions and restructurings, with a particular emphasis on directors and officers liability insurance. He is admitted to practice in New York State and the U.S. District Courts for the Eastern and Southern Districts of New York. He received his J.D. from Benjamin N. Cardozo School of Law in 2003 (*summa cum laude*) and his B.S. degree from the University of Vermont in 1999 (*magna cum laude*).

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Martin Lynn is a trial attorney with the Lynn Law Firm. He has extensive experience litigating matters including personal injury actions, insurance coverage disputes, and commercial litigation.

Mr. Lynn is a graduate of St. John's University School of Law (J.D. 2004) and the College of the Holy Cross (B.A. 2001) and is admitted to practice in New York and before the United States District Courts for the Eastern, Southern and Northern Districts of New York.

Mr. Lynn is a Certified Interior Structural Firefighter, a 2017 distinguished member of the Skaneateles Fire Department, where he currently serves as Vice President. He formerly served as Co-Chair of the Judicial Screening Committee for the Central New York Women's Bar Association and formerly was a member of the Committee on the Judiciary for the Women's Bar Association of the State of New York. He currently serves on the Board of Directors of the Onondaga County Bar Association, as Vice-Chairman of the Board of Directors of the Tully Hill Chemical Dependency Treatment Center, and is a member of the New York State Bar Association's Committee on Court Practice and Rules.

Mr. Lynn has been awarded the Sheldon Hurwitz Young Lawyer Award by the New York State Bar Association, Torts Insurance and Compensation Law Section in recognition for his outstanding contribution to the practice of law in the field of insurance. He is a 2018 Super Lawyer and a recipient of the "40 Under Forty" award by the CNY Business Journal.

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Patricia A. Lynn-Ford is a member of the Lynn Law Firm, LLP, a trial law practice based in Syracuse, NY, for over 50 years. Ms. Lynn-Ford has been with the firm since 1989, and is an active trial lawyer, representing clients in complex personal injury claims, commercial litigation and insurance coverage disputes. She is a Fellow and Upstate Chair of the American College of Trial Lawyers, and a member of the American Board of Trial Advocates, Litigation Counsel of American and multiple state, local and national bar associations and organizations for trial lawyers. She has lectured frequently for the New York State Bar association, local bar associations, and the Practising Law Institute on trial practice and evidentiary issues. She has authored the Evidence Survey for the *Syracuse University Law Review* for Volumes 63 (2014), 64 (2014), 66 (2016) and 67 (2017). Ms. Lynn-Ford is also an active appellate lawyer, handling appeals in appellate courts throughout New York State.

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Stacy A. Marris is an associate at Barclay Damon LLP in its Insurance Coverage & Regulation practice area. Stacy graduated from Syracuse University College of Law and S.I. Newhouse School of Public Communications in 2016. During school, Ms. Marris worked as policy intern for the National Telecommunications and Information Administration in Washington, D.C.

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Daniel J. McMahon is Chairman of the Executive Committee and Senior Managing Partner of Wilson, Elser, Moskowitz, Edelman & Dicker LLP. He has prosecuted and defended a wide range of lawsuits, with a primary concentration in complex commercial litigation. Mr. McMahon has represented clients throughout the country. He has written extensively on a variety of legal issues for industry and legal publications, and has given speeches throughout the United States and in London. Mr. McMahon earned his B.A. from the University of Notre Dame and his J.D. from Notre Dame Law School, and is a member of various organizations, including the American, Illinois State and Chicago Bar Associations, the Defense Research Institute and *Who's Who in American Law*.

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Kevin T. Merriman, a partner with Ward Greenberg Heller & Reidy in Rochester, New York, concentrates his practice in insurance law, handling a broad range of commercial, professional and surplus/excess lines issues. He provides coverage counseling and represents litigants in complex coverage disputes involving asbestos, construction defect, environmental, mass tort, advertising injury, additional insured, bad faith/extra-contractual, employment practices, public entity, product liability, and priority of coverage issues. Mr. Merriman also counsels clients on foreign and domestic insurer insolvencies and schemes of arrangement.

Mr. Merriman is a member of the American College of Coverage and Extracontractual Counsel, and a fellow of the Litigation Counsel of America. He is AV-Rated/5.0 out of 5 by Martindale-Hubbell®, and has been selected by his peers for inclusion in *Best Lawyers in America* (Insurance Law)® and *New York Super Lawyers*®.

MARTIN MINKOWITZ, ESQ.

Mr. Minkowitz is of counsel in the law firm of Stroock & Stroock & Lavan, concentrating in insurance regulation and workers' compensation regulatory practice. He was a partner from 1988 to 2009. He was Deputy Superintendent and General Counsel of the New York State Insurance Department for seven years; prior to that, he was General Counsel of the New York State Workers' Compensation Board for five years. He has a Master of Laws degree from Brooklyn Law School. In July 2017 he became the Treasurer of the New York State Bar Association Foundation, and serves as a member of its Board. He is a former chair of the General Practice Section and has chaired many NYSBA committees as well,

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including the Committee on Professional Discipline and the Committee on the Unlawful Practice of Law. He is a member of the NYSBA's House of Delegates, and a former member of the Board of Directors of the New York County Lawyers' Association.

Mr. Minkowitz writes the Commentaries to McKinney's New York Workers' Compensation Law and has often been cited by the Appellate Division and the Court of Appeals in New York. He was a member of the Recodification of the New York Workers' Compensation Law Project. He has written extensively on a broad range of topics, and his articles have appeared in several American Bar Association, Practising Law Institute and New York State Bar Association publications. He is also the co-author of several legal texts, including *Workers' Compensation Insurance Law and Practice: The Next Generation*, and the author of West's *New York Practice Series, New York Workers' Compensation*. He is an Adjunct Professor of Law at Brooklyn Law School and New York Law School, where he teaches workers' compensation. He has been a frequent lecturer on a variety of topics for the American Bar Association; Continuing Legal Education programs of the New York State Bar Association; the Practising Law Institute; and numerous professional, labor and industry organizations. Additional information can be found in *Who's Who in America*, *Who's Who in American Law* and *Who's Who in the World*.

FRANK M. MISITI, ESQ.

Frank Misiti represents clients in insurance coverage litigation, commercial litigation and intellectual property litigation in state and federal courts throughout the country.

As a partner in Rivkin Radler's Insurance Coverage Practice Group, Mr. Misiti routinely advises insurers throughout the country on insurance coverage issues arising out of bodily injury, advertising injury, class actions, products liability, medical malpractice claims and environmental and toxic torts. He gained extensive experience in insurance coverage issues that stemmed from the events of September 11, 2001, including obtaining reimbursement for an insurer of defense costs incurred as part of the World Trade Center exposure lawsuits.

Additionally, Mr. Misiti has counseled and represented clients in various fields of intellectual property law, including trademark, patent, trade dress and copyright issues. He has also written articles addressing insurance coverage issues, bankruptcy law and intellectual property law. In

2017, Mr. Misiti was named Co-Chair of the Nassau County Bar Association Insurance Law Committee.

While at Hofstra University School of Law, Mr. Misiti served as a Notes and Comments editor on the Hofstra Law Review, which published his note, “The Discrepancy in Bankruptcy Code Section 330: Can a Chapter 7 Debtor’s Attorney Collect Fees from the Bankruptcy Estate?”

Mr. Misiti taught history classes as a student teacher at DeWitt Clinton High School in the Bronx and served as a graduate assistant high school varsity basketball coach.

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Ms. Perez has been recognized in *The Legal 500’s* U.S rankings and has published and presented on various topics. She is a member of the American Bar Association, Leadership Academy; and the New York State Bar Association. She received her J.D. from Rutgers University School of Law, Newark in 1999. She is admitted to practice in the State of New York.

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Carl J. Pernicone is a partner in Wilson, Elser LLP’s Metro New York Offices and is co-chair of the firm’s Insurance and Reinsurance Coverage practice. He has extensive experience with matters involving toxic tort

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Much of his work concerns coverage disputes arising from so-called “long-tail” injury claims, such as those involving asbestos, lead, silica, workplace chemical exposure and environmental liability. More recently, Mr. Pernicone has applied his experience to address coverage implications for his clients in emerging areas, such as climate change liability and hydrofracking for oil and gas trapped in shale deposits.

A 1983 graduate of the Fordham University School of Law, he is a member in good standing of the New York State Bar; the United States District Courts for the Southern, Eastern, Northern and Western Districts of New York; the Second United States Circuit Court of Appeals and the United States Supreme Court. Selected to *New York Super Lawyers* 2009 through 2018, *Best Lawyers* 2016 and 2017 and AV-rated by Martindale-Hubbell, Mr. Pernicone is a member of the New York State Bar Association; Defense Research Institute; the American Bar Association and its Insurance Coverage Litigation Group. He is also a member of the Association of the Bar of the City of New York. He is also the principal author of the “New York Toxic Tort Law” chapter in West Publication’s *New York Environmental Law and Practices*, which he updates annually.

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Anthony J. Piazza, a partner in the Rochester, N.Y. office of Barclay Damon LLP, serves as Chair of Barclay Damon’s Insurance Coverage & Regulation Practice Area. Mr. Piazza’s experience in handling insurance matters has prompted national insurance companies to retain him on a regional and statewide basis. Mr. Piazza’s practice in this field includes litigating declaratory judgment actions throughout the Northeast. He is also a seasoned attorney who has successfully tried numerous cases to verdict. Additionally, Mr. Piazza frequently advises insurers, third-party administrators, self-insured entities and others on claims-handling procedures and practices, and addresses complaints with state insurance departments. He is admitted to practice law in New York and Pennsylvania.

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Ms. Posner is one of the editors of the 4th Edition of *Margo on Aviation Insurance* (2014), a highly regarded text which examines all forms of aviation insurance and includes a detailed analysis of its practical applications and of the workings of the international aviation insurance market. She is a contributor to *Shawcross & Beaumont Air Law* and the ABA publication, *Litigating the Aviation Case*. She teaches the Law of Aviation Insurance in IATA's International Air Law Diploma program and has published numerous articles and spoken on a variety of issues relating to aviation, insurance, reinsurance and ADR. She is a past President of the International Aviation Womens Association (IAWA), a member of IAWA's Honorary Board and the first recipient of IAWA's Aviation Woman of Excellence award. She also is on the Board of the New York Women's Bar Association Foundation, of which she is also a past President and a member of the Board of Trustees of Vaughn College of Aeronautics and Technology.

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Ellen Quackenbos is Counsel with Dechert LLP. Prior to joining Dechert, Ms. Quackenbos was Of Counsel at Quinn Emanuel Urquhart & Sullivan, LLP, Counsel at Skadden, Arps, Slate, Meagher & Flom and an associate at Debevoise & Plimpton. She defends companies in complex litigation and class actions, and has defended individual cases and class actions brought against insurance, pharmaceutical and other companies in insurance and products liability cases. She has extensive brief-writing experience on the appellate and trial court levels, and was a primary author of the petitions for certiorari and merits briefing in *State Farm Mutual Automobile Insurance Co. v. Campbell* and *Metro-North Commuter Railroad Co. v. Buckley*. Ms. Quackenbos is a graduate of Sarah Lawrence College, Columbia University, and Fordham University School of Law.

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James M. Ringer is a partner in Meister Seelig & Fein, LLP. A graduate of Cornell Law School and member of the New York bar since 1968, he has a broad-based commercial litigation practice that encompasses class actions, securities, acquisitions, contracts, insurance, antitrust, partnerships, intellectual property, alcohol beverage law and distribution contracts, franchises and termination. He has represented companies and individuals in investigations conducted by the Securities and Exchange Commission and the New York Attorney General and served as trial counsel on numerous domestic and international arbitrations and federal and state jury and bench trials. He has considerable experience in the management of discovery in complex litigation and in the design and use of computerized litigation support services. He has acted as a neutral arbitrator in ad hoc matters and under the rules of the AAA and CPR and is a member of the Chartered Institute of Arbitrators and of the New York Panel of Neutrals of the CPR International Institute for Conflict Prevention and Resolution.

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A partner at the law firm of Barclay Damon LLP in Buffalo, New York, Vincent Saccomando's primary areas of practice are insurance coverage litigation, personal injury, professional malpractice defense, and products liability. His insurance coverage practice includes defending and prosecuting declaratory judgment actions on behalf of insurance carriers, representing carriers in life insurance cases, and handling appeals in coverage actions. He served as a local chair for the New York State Bar Association's 2010 Insurance Coverage Update. He graduated from the State University of New York at Buffalo in 1991 and from Boston College Law School in 1994.

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An active member of many professional associations, Mr. Schiffer is a past chair of the American Bar Association's Tort Trial & Insurance Practice Section's Excess, Surplus Lines and Reinsurance Committee, where he continues as a Vice Chair and is a Vice Chair of the Cybersecurity and Data Privacy Committee. Mr. Schiffer chaired the New York State Bar Association's Committee on Association Insurance Programs for nine years and remains a member of that committee, and is a member of its Commercial & Federal Litigation and Torts, Insurance & Compensation Law Sections. He is the Editor of the ARIAS•U.S. Quarterly, Co-Chair of the Technology Committee of ARIAS•U.S., a member of its Ethics Discussion Committee, and was also a Vice-Chair of the Reinsurance, Excess and Surplus Lines Section of the Federation of Defense and Corporate Counsel.

Author and co-author of numerous articles on issues of insurance and reinsurance, Mr. Schiffer has published in many journals and reporters. He is an Expert Commentator on Reinsurance for the IRMI.com website and edits the firm's Insurance and Reinsurance Disputes Blog, InReDisputesBlog.com and its Reinsurance Newsletter. He also serves as a mediator for the Mandatory Commercial Mediation Program of the U.S. District Court for the Southern District of New York and for the New York State Supreme Court, Commercial Division, Alternative Dispute Resolution Program. Mr. Schiffer is a *cum laude* graduate of Albany Law School of Union University, where he was a member of the *Albany Law Review* and the Justinian Society. He has been recognized by *Chambers USA*, *Euromoney Guide to the World's Leading Insurance and Reinsurance Lawyers*, *Expert Guides*, *Best of the Best USA*, *Insurance and Reinsurance*, *The International Who's Who of Insurance & Reinsurance Lawyers*, *Who's Who Legal 100*, *Insurance and Reinsurance*, *The Legal 500*, and *Super Lawyers*.

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Mr. Seidel received his B.A., *magna cum laude*, from the University of Wisconsin, and his J.D. from Columbia Law School, where he was managing editor of the *Columbia Journal of Transnational Law* and a Harlan Fiske Stone Scholar. Mr. Seidel has published articles in *The Review of Securities & Commodities Regulation*, *The Journal of Commerce*, the *New York Law Journal*, and has spoken on Corporate Governance, Securities Litigation and Director & Officer Insurance.

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Stuart Shapiro is a former Partner in the Buffalo, New York law firm, Cohen & Lombardo, PC, where he headed the firm's litigation department for over 20 years. Mr. Shapiro is currently a solo practitioner and a full-time professor at the State University of New York College at Fredonia. In his academic capacity, he teaches law courses to music industry students. His practice includes the areas of Personal Injury, Insurance Coverage, Entertainment and Intellectual Property Law. Mr. Shapiro previously served as Corporate Counsel to the Merchant's Insurance Group where he supervised in-house and outside counsel, and as staff counsel for Liberty Mutual Insurance Co. and Nationwide Insurance Co. He has written numerous articles on the carrier/defense counsel relationship for the DRI Journal and is the author of the book *How to Survive a Deposition*, published by John Wiley & Sons, Inc. Mr. Shapiro also served as Editor of the New York Law Newsletter and has been a featured speaker at the New York State Bar Association's Negligence and Compensation Law Section's Annual Meeting. A graduate of the State University of New York at

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Mr. Stream received a B.A. from the City College of New York and a J.D. *cum laude*, from New York Law School. He is admitted to practice in New York State, the Eastern and Southern Districts of New York, and the U.S. Court of Appeals, Second Circuit. He is a member of the New York State Bar Association, and the New York County Lawyers Association, as well as former Chair of the New York County Lawyers Association Committee on Insurance Law.

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Ms. Vahey is a former Chair of the Torts, Insurance and Compensation Law (TICL) Section of the New York State Bar Association. She is also the former President of the Greater Rochester Association for Women Attorneys. Her contributions and experience in areas of insurance law have garnered her many awards and recognitions from local, state and national organizations. She has been included in the Insurance Law section of the 2007 through 2018 editions of *The Best Lawyers of America Guide* as well as the *New York Super Lawyers* Upstate and Corporate Counsel editions since 2009 in the areas of commercial litigation, insurance law and personal injury-plaintiff.

Ms. Vahey received her J.D., *cum laude*, from the University of Buffalo School of Law. As a senior, she received the Robert J. Connelly Award for Excellence in Trial Advocacy.

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