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***EXPERT TESTIMONY AND OTHER WORK WITHIN PRECEDING FOUR YEARS***

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➤ ***Liberty Surplus Insurance Company v. Seabold Construction Company***

Circuit Court of the State of Oregon, County of Washington, Case No. C134712CV  
Dates: February 2, 2015 to April 23, 2015

Formally retained by plaintiff's attorneys David Schoeggl and Matthew Kirkpatrick of Lane Powell PC, in a declaratory relief action. Provided opinions on overlapping CGL and performance bond coverages with respect to construction of an assisted living facility in Portland, OR.

➤ ***Stellar J. Construction v. Unison Solutions, Inc. et al.***

USDC Western District of Washington, Case No. 3:12-cv-05982 RBL  
Dates: December 12, 2012 to April 9, 2015.

Formally retained by plaintiff's attorneys, Joseph J. Straus and Jamila A. Johnson, Schwabe, Williams & Wyatt, in a multi-party action involving an energy project. Gave a full day of deposition testimony. Prepared a written report in contemplation of mediation, and attendance at the mediation. My report was cited in motions. The issue was whether the bond should be analyzed as a performance bond, despite the title of supply bond, plus similarities to the case of *Colorado Structures v. Insurance Company of the West* and resulting first-party bad faith exposure of the surety company. Also prepared a confidential report regarding surety company recovery from a CGL policy.

➤ ***Excel Masonry, Inc. v. K & B Quality Masonry, Inc., and Insurance Company of the West***

Superior Court of Alabama, Birmingham, AL. Dates: 2014

Fact witness for Insurance Company of the West. Informally "adopted" by the court as a quasi-expert witness. Gave a hybrid of both fact and expert testimony, but was not "qualified" as an expert by the judge. The issue was the distinction between common law and statutory bonds and the resulting legal effect upon the Alabama Prompt Payment Statute. Educated the judge from the witness stand in response to his direct questions. Judge Robert Vance. The surety company's attorney was Thomas L. Selden of Starnes, Davis, Florie LLP, Birmingham.