March 2013

Lipe Lyons Murphy Nahrstadt & Pontikis Ltd.

Legal Brief

Brad Nahrstadt spoke at an IICLE event on Legal Issues in Marketing, Distributing & Selling a Product.

Tom Pontikis and Jeremy Burton conducted a "lunch and learn" seminar on Updates on Health Care Liens and Medicare Liens and the SMART Act.

Jeremy Burton conducted a teleconference for National Business Institute on the Affordable Care Act's Impact on Injury Settlements.

Ed Murphy and Brad Nahrstadt recognized as Super Lawyers in 2013

Jeff Lipe, Ray Lyons, Ed Murphy, Brad Nahrstadt and Tom Pontikis named as Leading Lawyers.

Brad Nahrstadt and Brandon Rogers' article entitled "In Unity There is Strength: The Advantages (and Disadvantages) of Joint Defense Groups" was published in the prestigious *Defense Counsel Journal* in January 2013.

First Trial for Lipe Lyons Results in Defense Win

Jeff Lipe and Lauren Tuckey successfully represented the Weitz Company, an internationally known full-service general contractor, design-builder and construction manager in the case of *Michael Rizner v. The Weitz Company, LLC v. Prate Installations.* Plaintiff was a sheet metal worker employed by Prate Installations at the Clare Oaks construction site in Bartlett, Illinois, a 370,000 square foot senior living facility. Plaintiff was in the process of installing expansion joints in the building's gutters, which had been missed when the gutters were originally put in, and was working off a 60 foot extension ladder. Plaintiff was working at the top of the ladder without using fall protection**,** in violation of Weitz's 6 foot fall protection rule, allegedly because no anchor points existed and plaintiff could not gain access to the roof in order to set an anchor point. The top section of the ladder collapsed, apparently because the hooks were frozen, and plaintiff fell 40 feet to the ground, sustaining a fractured left humerus, open book fractures of the pelvis, transverse process fractures of several vertebra, torn rotator cuff, severed ureter and permanent erectile dysfunction. Plaintiff's medical expenses were stipulated to be $336,176.91, and plaintiff made a claim for $1,785,000 in past and future lost income. Plaintiff asked the jury for $9,620,428.91 for Michael Rizner and $2.5 million for Juliana Rizner on her loss of consortium claim. The last offer prior to verdict was $1.25 million plus a waiver of the $540,000 worker's compensation lien. The jury returned a net verdict of $973,6786.87 ($1,738,708.78 less 44% for plaintiff's fault), and allocated 16% fault against The Weitz Company, and 40% fault against third party defendant Prate Installations. The jury awarded no damages to Juliana Rizner on her loss of consortium claim. The verdict is subject to a $100,000 settlement with a prior defendant. In the event the jury found for the plaintiffs, the defense recommended $1,000,000 for Michael Rizner and $100,000 for Juliana Rizner.

Lipe Lyons Scores Appellate Victory

On February 22, 2013, the Illinois Appellate Court affirmed a summary judgment order of the Cook County Circuit Court in favor of *Lipe Lyons'* client United National Insurance Company and two other insurers in the case of *Village of Crestwood v. Ironshore Specialty Insurance*. The case arises from insurance coverage litigation spawned by 30+ individual and class action water contamination lawsuits brought against the Village of Crestwood. In the underlying cases the plaintiffs alleged that the village knowingly and routinely mixed water from a well polluted by percheorethylene, with Lake Michigan water and distributed it to village residents through the village's tap water supply. The village sought defense and indemnity from several insurers who had provided general liability, primary and excess policies over the period of the alleged pollution. The carriers denied coverage based on the Absolute Pollution Exclusions contained in the policies. The village argued on appeal that: (1) it was alleged to have been merely the distributor of a defective product (drinking water); (2) it was not the initial cause of the pollution; (3) its policies should provide coverage for claims arising from one of its "central business activities" (water distribution); and (4) the pollution exclusion was intended only to apply to parties who were potentially liable for clean-up costs under CERCLA. The Court rejected these arguments and held that the exclusions effectively denied coverage.