COMMITTEE NEWS

Professional Liability Insurance

Perspectives on Mediation

Beyond Settlement: Successful Mediations in Securities Class Actions

I defend securities class actions. At the core of every securities lawsuit are people accused of doing something wrong—not just directors and officers, but also hard-working company employees. I focus my defense of each case on these people. I work hard to protect people and keep them as comfortable as possible.

Of course, the best and fastest way to accomplish this goal is to win the motion to dismiss. But even meritless cases sneak through and require defense counsel to guide the defendants through the case. A safe and comfortable journey through the case is possible with a two-pronged approach:

Read more on page 11

In This Issue

• Beyond Settlement: Successful Mediations in Securities Class Actions  1

• “Go Work Your Magic”  8

• The Insurer Perspective: the Potential Benefits of Cooperation  9
Dear Professional Liability Insurance Committee Members:

With the publication of our first newsletter since the start of the 2017-18 ABA year, I wanted to take a moment to introduce myself. I am a partner in the law firm Goldberg Segalla LLP, where I am the Vice Chair of the firm’s nationwide Professional Liability Practice Group. While a significant portion of my work revolves around the defense of insurance agents and brokers, lawyers, and directors and officers, I also handle a fair amount of employment practices litigation, business litigation, and insurance coverage work. I am thrilled for the opportunity to Chair this amazing committee, and participate in the work it does to educate its members on developing issues and trends, while also providing an unparalleled platform for both networking and enhancing the credentials of its individual members who choose to participate in either developing content for its quarterly newsletter and the other TIPS publications, and/or speaking at PLIC sponsored events.

As I consider the year ahead, I am struck by how much this committee has meant to the professional liability insurance community, and how valuable the contributions of its past leadership have been to the knowledge, professional growth and development of its members. In the year ahead I hope to continue the important contributions of the committee to the professional liability community at large, and keep carrying the torch forward. But I also hope to build substantially on their past achievements. This year, in addition to publishing a newsletter every quarter, we plan to again contribute to the TIPS Annual Survey on the Law on Professional Liability, and to hold two regional conferences (tentatively scheduled for late January in NY, and early August in Chicago just prior to the start of the ABA Annual Meeting). We also plan to submit proposals for speaking opportunities at upcoming TIPS Section Conferences, the ABA Annual Meeting, and other ABA sponsored conferences with our sister committees like the Insurance Coverage Litigation Committee, and the Standing Committee on Lawyers’ Professional Liability. I hope that during my tenure, we can continue to be a primary source of both useful information and networking opportunities for all of you. But I know that none of what we hope to accomplish can happen without your active participation, and your dedication to the success of PLIC’s work. I ask that you all please continue to stay actively involved, and take advantage of the opportunities this committee provides to burnish your credentials as thought leaders in your respective practice specialties, network, and develop the collegial relationships that not only help to build business, but end up generating friendships that last a lifetime and make our
lives richer in the process. Please also give thought to recruiting new members either at your respective firms, or from among your industry clients whom you think might benefit from membership.

In conclusion, I want to again express my appreciation for the opportunity to Chair the this committee and take this journey with you, and thank you again for your membership. I am grateful for the opportunity to Chair this very important and prestigious committee, and look forward to working with you all in the year ahead.
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TORT TRIAL & INSURANCE PRACTICE

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I recently participated in a negotiation with an insurer who had denied coverage for an underlying errors and omissions claim in the mid-seven figures. The insurer’s counsel and I exchanged stern letters, each explaining why our respective client’s position was absolutely correct, and the other’s absolutely wrong. The client’s broker arranged a meeting with principals and counsel on both sides. At the meeting, the insurer’s counsel and I debated our respective positions once more. Neither of us conceded any possibility that the other could be right. After 25 minutes, my client put a stop to the debate competition and, aided by the broker, moved into negotiations with the insurer’s principal.

The opening offer and demand were miles apart. But within an hour, the case settled, to the clear satisfaction of both sides. With no mediator. No wrangling about which mediator to select. No waiting three months to get a date on the mediator’s calendar. No mediation briefs or reply briefs. No waste of non-refundable mediator’s fees. No shuttle diplomacy, bracketing or mediator’s proposals. No mediator reserving jurisdiction to hammer out disputed settlement terms. It felt almost too easy.

Are lawyers too dependent on mediators to settle their cases? Whether you answer that question yes or no, there are many situations where a neutral can resolve a case where party negotiations would fail. This is particularly true in a “three way” mediation, where the defendant’s insurer is participating but is reserving rights, denying coverage, or rejecting defense counsel’s settlement recommendations. These mediations present unique challenges that require a skilled mediator and savvy defense and coverage counsel. Among such challenges are:

• The policyholder needs to convince the plaintiff that it will win its case, while convincing the insurer that the case requires significant settlement authority. To make matters worse, it has to accomplish this feat through the efforts of a single person who cannot bifurcate his or her brain. Can you really tell the mediator the plaintiff’s case is worthless, but also tell him or her about the “smoking gun” needed to convince the insurer(s) to put serious money on the table?
• The insurers insist that the defense counsel make a “strong” presentation to convince the plaintiff why the case has a low settlement value. But they are so enamored of the defense presentation, they refuse to consider the defense evaluation explaining why the case must be settled, and for a significant sum.
“Go Work Your Magic”

The mediation process often comprises a series of private caucuses as the mediator engages in what the parties like to call “shuttle diplomacy,” and we mediators call “mediator ping pong.” Those individual sessions often force the mediator to fight for every inch of turf and require the re-litigation of the issues in the case. Parties often believe that if they persuade the mediator of the wisdom of their position and the unquestionable bad faith of the position taken in the other room, then they will “win” the mediation.

At the end of these private meetings of posturing, positioning and persistent bargaining, as I make my way to the door, the parties often call out encouraging platitudes: “That’s why you earn the big bucks;” “If it was easy anyone could do it;” or my personal favorite, “Go work your magic.” As I leave the room after these sessions and platitudes, and head down the hall toward the opposing side’s room, I often think about what the “magic” is that makes the mediation process successful.

There are endless skills, tips and tools of the trade, but, in my experience, there are six distinct yet interrelated critical-concepts that drive the process of a successful mediation.

The first of the six concepts is the importance of fighting through the initial disappointing exchange of numbers at the start of the day. Plaintiffs worry they will leave money on the table and will expose weakness if they make demands near a realistic settlement value too early in the process. To be fair, plaintiffs often make their first demand in the blind, with no offer on the table from the defendants and against the backdrop of not knowing what, if anything, the defense will offer. Similarly, in the face of high demands, defendants reflexively respond in kind - fear of midpoints; fear of seeming over-eager; fear of being reasonable in the face of unreasonableness; and fear of the ultimate sin of appearing weak. If I let the first bid and the first ask dictate the rest of the day, very few mediations would make it to lunch. When I fight through the first disappointing exchange and provide the parties with perspective on the personalities and negotiating styles of the people involved, the market context for similar matters, what a reasonable outcome might look like, and perhaps, most importantly, read the signals that I gleaned from the exchange, all the while pushing the parties to move, I have taken them through the first step of a productive process.

The next concept, which is related directly to fighting through the initial exchange and referenced above (but so important as to merit its own paragraph), is reading...
The Insurer Perspective: the Potential Benefits of Cooperation

Every mediation has its unique set of conflicts and complications to untangle, and one area of entanglement is often the insurance available to fund settlements either in part or in whole. At times, untangling the insurance issues has proven as difficult as mediating the underlying dispute between plaintiffs and defendants. While there are times such complications arise naturally from cases involving significant coverage issues, many cases uncomplicated by significant coverage disputes too often still find themselves entangled in thorny insurance issues. Some routine participants in mediations over the years, including some mediators, will privately confess frustration with the complications arising from the insurance issues as somehow inevitable. I suspect some of this pessimism arises from the adversarial process itself, with defendants naturally suspicious of the litigants suing them and, occasionally, this suspicion is projected on the insurers as well. One palliative remedy is to see the benefits of cooperation between the defendant-insureds and their insurers as a better path to resolving cases more efficiently.

Insurers should be more often relied upon as assets to the settlement process rather than merely assets to fund settlements. Insurers are too often viewed merely as “assets” in the most limited financial sense of the term. A plaintiff and defendant agree upon some settlement, and the insurers are then looked to as the funding mechanism. This limited perspective too often leads to missed opportunities between defendants and their insurers to cooperate with one another to resolve cases and view each other as a partner in the process.

The potential benefits of consulting insurers earlier in the settlement process stem both from the insurer’s unique perspective in the process and the volume of their claims experience. Insurers are nearly always as interested as their defendants in settlement of the underlying litigation, and many times even more so. There are many reasons for this, but one key factor is that the insurers have a professional distance from the litigation itself such that it is viewed purely as an economic problem to solve. When targeted as a named defendant, an insured may not have the luxury of viewing the problem quite so impersonally. However, viewing the problem objectively in economic terms is a tremendous potential benefit to the process. If an insurer objects to certain settlement value, for example, a cynical view might see this as merely an attempt to save limits. Far more often, it is simply arising from the objectivity and enormous volume of cases insurers have been involved with over the years.
In a similar vein, depending on the size of the company, defendants will experience a certain volume of litigation. Whatever that volume of litigation, it is a mere fraction of the volume of litigation that insurers experience. For example, a publicly traded company may find itself and its directors and officers sued in a securities shareholder class action only once in several decades of doing business. Insurers, collectively, witness around 200 of these suits filed year after year with numerous companies in numerous circumstances. Insurers are repositories of enormous amounts of information on securities litigation, their severity, and their economic value dependent on the variables of each case. This holds true in nearly every category of litigation in every line of insurance risk.

I suspect that at least some of the thorny issues that arise from insurance programs in mediation are created because the insurers have been consulted too late. Too often insurers are viewed not as partners in forming strategy to resolve the case on the front end, but as merely “wrap up” measures to marshal resources to fund the settlements reached. Consulting insurers too late leads to issues about information gathering, processing, notice and consent issues, among many other issues, many of which become impediments in the settlement process, but the biggest cost is the lost opportunity.

When insurers are recruited earlier in the process, and when they are viewed as an asset in a much larger sense than merely the financial one, mediations involving insurance issues would be greatly improved. Naturally, there will be certain cases where significant coverage disputes will need to be resolved, but there are a much greater number of cases in my experience where earlier cooperation and a partnering of the insureds with their insurers would have substantially reduced unnecessary friction. The cost of missed opportunities is difficult to quantify. However, anecdotally, I have seen cases I thought would have been settled for less had the insurers been recruited sooner, and almost always involving the insurers too late involves a more extended settlement process and increased operating costs for the mediation as a whole. While involving insurers earlier in the process will involve some administrative red tape on the part of defense counsel and the insureds in having to notify and respond to questions from insurers, that red tape is inevitable. And there is less of it and it is much less cumbersome if handled sooner as opposed to later.
1. At the very beginning of the litigation, defense counsel must get to know their case, their clients, their clients’ D&O insurers, and the plaintiffs’ counsel. Nearly all problem cases suffer from dysfunctional relationships in one or more of these areas.

2. Defense counsel must contemplate a multi-step mediation process, since few securities cases settle in a single mediation session. This requires defense counsel to use each session to sharpen their knowledge of the case, enhance their relationships, and avoid alienating anyone.

**A Successful Mediation Process Begins on Day One**

*Relationships* are the secret sauce of successful securities litigation defense. Good technical skills are necessary, of course, but the relatively small group of defense counsel with the most success and longevity have strong relationships in several key areas:

- The “repeat players” in securities litigation: the plaintiffs’ bar, D&O insurers, D&O insurance brokers, and mediators. Although relationship building takes time and requires dedication, it’s possible to get to know the key people in each group over time.

- Their clients. A strong relationship with the client sounds like a given, but it’s actually fairly rare. Far too often, companies default to hiring a securities litigator from their corporate firm without first getting to know him or her personally. A relationship born or strengthened through an interview process is the strongest. And it is critical for defense counsel to spend in-person time with their clients to develop a relationship with them at the beginning of the litigation—and not just if and when the case goes into discovery. I prefer to get to know my clients without charge to them.

- The case. It’s important for defense counsel to get to know their case well. As the cost of securities litigation defense increases, defense counsel feel pressure to reduce their up-front investment in learning the case to keep defense costs down. But a strong factual foundation is possible without breaking the bank.

At the beginning of each case, defense counsel should inventory where they stand in each area and work on it as necessary. If defense counsel does not know the D&O insurer representatives or lead plaintiffs’ counsel—or even his or her clients—he or she should go visit them, at defense counsel’s expense. And thereafter, they should engage in relationship-building communications that build a foundation of
confidence and trust. Such a foundation is good for its own sake, but will also serve the defendants well during the mediation process.

**A Mediation Can Be Successful without a Settlement**

In days gone by, securities class action mediations often occurred as the motion for summary judgment approached or was pending, after the parties and the D&O insurers already had a deep understanding of the merits and risks. But in recent years, mediations typically occur soon after a motion to dismiss is denied, because skyrocketing defense costs make a vigorous defense economically irrational and present a risk that there won’t be enough insurance left to settle later in the case.

Not surprisingly, early mediations are often unsuccessful. The plaintiffs have little or no formal discovery, since the point is to mediate before defense costs mount. Defense counsel often don’t know the case well themselves, especially as they increasingly cut corners on background fact development. And D&O insurers, who get facts and case analysis from defense counsel, likewise often lack enough information to make reliable risk-management decisions. When early mediations do succeed, the result is bloated settlements, because plaintiffs require a premium to compensate them for the risk that discovery would make their case stronger. The data bear this out: settlement values as a percentage of damages are increasing.

Because this system is not in the interests of securities litigation defendants or D&O insurers, I strongly believe the D&O insurance product will change to place greater control of securities class action defense and defense costs in the hands of insurers—the party with the greatest economic interest in good outcomes for defendants in specific cases and overall. Today’s system makes no economic sense for anyone other than plaintiffs’ lawyers, and it is inevitable that we will revert to economics of days gone by, when securities litigation was actually litigated.

But until then, defense counsel must maximize the effectiveness of early mediations, whether or not they yield a settlement. Early mediations are good opportunities for defense counsel and D&O insurers to better understand the case—especially in cases where defense counsel has cut corners on early case analysis. They are opportunities for defense counsel to assess the case candidly and for D&O insurers to press defense counsel to do so, asking direct questions about what specific facts suggest the challenged statements were false or misleading and bearing on scienter.

Early mediations are also good opportunities to begin setting expectations with the other parties. For example, is the company in financial distress? Are there other claims competing for the D&O limits? Is there a difficult coverage issue? Is there a compelling reason why the plaintiffs are pricing this potential settlement higher than
historical comparable cases? Even if the case does not settle at the mediation, the parties leave the session armed with greater insight as to the goals and motivations of the other parties.

Defense counsel often balk at candid discussion of these issues. They worry about privilege waiver or coverage denial if they suggest their clients had scienter. These are bogeymen. Most of this information is not privileged, but is work-product that is not waived by disclosure to a non-adversary like D&O insurers, who share defendants’ interests in defending the claim. And the final-adjudication language in all D&O policies means that in the vast majority of cases, defense counsel take no risk by giving D&O insurers the real facts.

To accomplish these goals, defense counsel should have several mediation preparation calls with D&O insurers in which they discuss the liability and damages issues in detail, analyze plaintiffs’ mediation submission, and establish a mediation strategy and agreed-upon reasonable-settlement range. During the mediation, defense counsel and D&O insurers should spend much of the day together to continue their case analysis discussion—and to get to know each other better.

Defense counsel’s primary job is to lead the defendants through the case safely and comfortably. They can do so even when a case survives a motion to dismiss by forging strong relationships, getting to know their case, and using the mediation process to develop candid case analysis and further build relationships.
• The “smoking gun” that plaintiffs do not yet know about eviscerates not only your defense, but also your coverage position.

• The plaintiff refuses to move off a demand in excess of limits, but the insurer refuses to authorize the next offer to entice the plaintiff to move further.

• The insurer insists on attending the mediation (as is its right) even though the sight of an insurance claims representative may trigger dollar signs in plaintiff’s eyes.

As daunting as these issues may be, a little advance planning, strategically minded defense counsel, alert coverage counsel and a skilled mediator can overcome these hurdles.

**Talking Out Of Both Sides Of Your Mouth**

Most defense counsel are skilled at sitting down with plaintiff’s counsel and explaining how plaintiff’s case is worthless, and that the defense will grind them through discovery and recover costs after wiping the floor with them at trial. Defense counsel then compose their rabid faces, walk into the insurer’s room and tell them that liability is so clear that they will be lucky to save even a few pennies off their policy limits. But insurers often expect defense counsel to act solely as the warrior who will do battle, rather than the wise counsel who tell them when it is time to sue for peace. Defense counsel has to consider how to arm the mediator with enough “bad news” to prepare the insurers to contribute to the settlement, without signaling to the mediator that they are panicked about their prospects at trial. A skilled mediator can deliver the bad news so that the insurer or their monitoring counsel does not shoot- or second-guess-the messenger.

**Don’t Let The Carrier Fall I Love With Your Case**

Many mediators discourage joint sessions, because all they do is harden each side’s position. Everybody listens to their own counsel, not the other’s. But an insurer can be insistent that the defense put on a presentation to point out to the plaintiff the weaknesses in his/her case. Unfortunately, the insurer may become so enamored with the defense position, it discounts plaintiff’s position. Arrange a pre-mediation meeting or webinar with the insurer to run through the presentation, but then present your own rebuttal, pointing out all of the weaknesses that are not addressed in the presentation to the plaintiff. And do it again right after the plaintiff’s and defendant’s presentations at the mediation, while the mediator is talking to the plaintiffs about their opening number. Remind the insurers that while their defense counsel is ready to defend the claim until the death, there is a reason to settle before that comes to pass.
Watch Out For Coverage Traps

The “smoking gun” that demonstrates to the insurers that the insured faces serious liability may also reveal that the insurers have a solid coverage defense. Before this item is revealed to the insurers, look at the reservation of rights. Also look at the policy to see if there are other coverage defenses that could be raised even if not mentioned in the reservation of rights. Insurers are not embarrassed to raise new coverage defenses, even on the eve of mediation, and many states hold that failure to raise the defenses at an earlier date is not a waiver. Coverage counsel must work with the mediator and defense counsel to present the smoking gun as one that presents risks that are nevertheless potentially covered.

Getting a Demand Within Policy Limits

Suppose the policy limits are $100 million. Plaintiff demands $200 million. Defendant’s insurer counters at $199 million. The insurer is outraged at this supposedly “bad faith” counter, and refuse to respond, or authorizes such a minimal increase in the offer that plaintiff who breaks off the negotiations in a huff. Or the insurer refuses to make any offer because it does not believe the claim is covered. In many states, this conduct may not necessarily “open” the limits because there has been no demand within policy limits. A skilled mediator can dialogue with the parties to get a sense of what the “right” number should be, without going through rounds of proposals and counterproposals, and make a mediator’s proposal within policy limits. If the insurer refuses to fund that proposal, the mediator can encourage the plaintiff to make the demand outside of the mediation, so that the insurer’s failure to accept a reasonable settlement is not shielded by the mediation privilege.

Manage the Plaintiff’s Expectations

Many defense counsel are concerned about bringing insurers to a mediation, thinking it will excite a plaintiff into demanding more money. But I have seen too many situations where insurers are discouraged from attending a mediation, only to later find that the case was settled without their consent, giving them a strong coverage defense. DO NOT DO THIS. There are many other things you can do to make sure the plaintiff does not see the insurer as a source of limitless funds. Have the insurers sign in on a separate sheet and sit in a separate room, talking only to the mediator. Tell the plaintiffs the insurer is about to file a declaratory relief actions. Or let the insurers tell the plaintiff why there is no liability and no coverage. Better a plaintiff with unrealistic expectations than an insurer with an ironclad coverage defense.

So sometimes you do need a mediator to settle a case. Anticipate the challenges raised by the insurer as a party to a “three-way” mediation, and make sure the mediator is equipped to resolve the issues between the defendant/insured and its insurer, as well as those between plaintiff and defendant.
signals. In any mediation there are two negotiation tracks: the “official track” and the “unofficial track.” The “official track” is the first opening exchange and the ensuing formal bids and counters with parties gravitating toward playing it safe and avoiding the perceived evils of “floors” and “ceilings.” The “unofficial track” comes into play as a safe way for me to encourage discussion that starts to reveal the parties’ intent. Examples of the “unofficial track” include my reading of: midpoints; feasible territory (parties asserting what they will never do, which provides insight into what they may do); parties continuing to negotiate in spite of certain territory being cut out by the other side (e.g. one side draws a line in the sand that the eventual settlement will never be above, or below, a certain number and the other side continues to negotiate - perhaps suggesting that the line in the sand will be respected, but at a minimum conveying information in the process); and violent head-shaking reactions to brainstorming one set of brackets but embracing a different set of brackets. There are numerous moments throughout the day in which it is the “unofficial track” rather than the “official track” that advances the ball. Many times the progress in a negotiation results from the parties drawing encouragement from, and responding productively to, what I convey to them that I am reading from the other side, rather than what the other side is actually doing.

The third concept is if there is one constant in what I do as a mediator it is that people say one thing when their numbers are far apart, but do different things when they are close together. There are days when the sole, best strategy is to slowly and methodically get the numbers closer together. When the numbers start to converge, often a light will emerge at the end of the tunnel. Someone will inevitably make a call and acquire new authority; someone will pull me aside in the hallway and reveal additional flexibility; someone will do something that they said they would never do.

The next concept is the dynamic of psychological investment in the process. There are two simplistic psychological “investment” concepts at work. The first is that people like and want a success story. Fundamentally, as human beings we want our efforts to succeed. The harder the parties work and the more time, money and emotion invested in the mediation process, the more the parties are driven to settlement to see their efforts pay off. The second psychological “investment” dynamic is a fear of disappointing the mediator. This was a wake-up call to me when after a recent mediation one of the parties shared that they had really struggled with compromising, but they did not want to disappoint me. The lesson is that if the parties see the mediator as invested in the process and working hard toward resolution, they do not want to let the mediator down.

The fifth concept is that there is a magic number in any negotiation (whether bid or ask), when the party that is the recipient of that number starts to feel and see hope...continued from page 8
and starts to negotiate differently and more productively. My partner and mentor Judge Weinstein (a fly fisherman), refers to this concept as “putting the hook in” and I can often feel the mood in the room shift when I convey the “hook” bid or ask. I watch this happen on a regular basis as parties begrudgingly move back and forth but then all of a sudden one party or the other becomes increasingly more engaged and flexible than previous moves had suggested. It might be that the defendants just needed to see a demand under 10 to be willing to aggressively move to settle the case. Similarly, it might be that once the plaintiffs saw a 5 on the table they decided it was time to move in a way that would get the case resolved. Until the plaintiffs made a demand under 10, or the defendants put 5 on the table, each side was cautious. Once one of those things happened, the “hook” was in.

The last concept, related to the importance of credibility in negotiation (a concept worthy of a separate article), is the ability of a party to look the mediator (and perhaps those on the other side) in the eyes and convey a message and be believed. The numerous components to this, include reputation, credibility and picking that exquisite number that makes sense given all the considerations in the matter, to name a few. In a recent mediation, after a grueling day with each side engaged in a long slow tug of war over the million dollar mark, the plaintiff came in above one million dollars and said “best and final” at a number that did not resonate given all the back and forth and merits as a final number. The defense response did not hit plaintiff's bid, but was close enough and the plaintiff responded and moved off the “best and final.” The same scenario played out two more times when the plaintiff gave his “best and final” number and then further revised it downward. Finally, the defense lawyer looked me in the eyes and conveyed a number and said “at this number, I am done.” He meant it and I believed it… the case settled at that number. While credibility and sincerity are not unique to one side of the “v” or the other, when a party to a mediation has the credibility to look a mediator in the eyes and mean what he or she says, it can have a significant and meaningful impact on how the matter resolves.

As I walk down the hallway, the words “work your magic” still ringing in my ears, I brace myself for the next round of hyperbole and expressed disappointment, I remind myself to trust in the process and the six concepts above, and I wait until the light begins to appear at the end of the tunnel. ➔
## Calendar

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<tr>
<th>Date</th>
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<tr>
<td>December 4, 2017</td>
<td><strong>TIPS Free Member Monday CLE</strong></td>
<td>Ninah F. Moore – 312/988-5498</td>
<td>Free Teleconference</td>
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<td>January 11-13, 2018</td>
<td><strong>Insurance &amp; Employee Benefits Midwinter Symposium</strong></td>
<td>Ninah F. Moore – 312/988-5498</td>
<td>Hyatt Regency Coral Gables, Coral Gables, FL</td>
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<td>January 24-26, 2018</td>
<td><strong>Fidelity &amp; Surety Committee Midwinter Conference</strong></td>
<td>Felisha A. Stewart – 312/988-5672</td>
<td>JW Marriott Washington, DC, Washington, DC</td>
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<td>January 31 – February 6, 2018</td>
<td><strong>ABA Midyear Meeting</strong></td>
<td>Felisha A. Stewart – 312/988-5672</td>
<td>Vancouver, British Columbia</td>
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<td>February 22-24, 2018</td>
<td><strong>Insurance Coverage Litigation Midyear Conference</strong></td>
<td>Donald Quarles – 312/988-5708</td>
<td>Arizona Biltmore Resort &amp; Spa, Phoenix, AZ</td>
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<td>March 1-3, 2018</td>
<td><strong>Workers Compensation Midwinter Conference</strong></td>
<td>Donald Quarles – 312/988-5708</td>
<td>Westin Nashville, Nashville, TN</td>
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<td>March 1-3, 2018</td>
<td><strong>Property Insurance Law Conference</strong></td>
<td>Ninah F. Moore – 312/988-5498</td>
<td>Westin Nashville, Nashville, TN</td>
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<td>April 4-5, 2018</td>
<td><strong>Motor Vehicle Products Liability Conference</strong></td>
<td>Felisha A. Stewart – 312/988-5672</td>
<td>Arizona Biltmore Resort &amp; Spa, Phoenix, AZ</td>
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<td>April 6-8, 2018</td>
<td><strong>Toxic Torts &amp; Environmental Law Conference</strong></td>
<td>Felisha A. Stewart – 312/988-5672</td>
<td>Arizona Biltmore Resort &amp; Spa, Phoenix, AZ</td>
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<td>May 1-6, 2018</td>
<td><strong>TIPS Section Conference</strong></td>
<td>Felisha A. Stewart – 312/988-5672</td>
<td>Loews Hotel Hollywood, Los Angeles, CA</td>
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