**LIST OF DEPOSITION AND TRIAL TESTIMONY OF GUY O. KORNBLUM AS AN EXPERT WITNESS**

*Clemco* *v.* *TIG* - San Mateo Superior Court: Deposition and trial testimony in insurance coverage and bad faith case involving toxic torts. Testified for plaintiff against insurer on bad faith issues.

*Wild, Carey, et al.* *v.* *Fife* - San Francisco Superior Court: Deposition and trial testimony as an expert on legal malpractice involving insurance coverage and settlement of negligence/intentional tort case. Testified for the lawyer defendant.

*First State* *v.* *3M* - *Hennepin County Circuit* *Court*, Minneapolis, Minnesota: Deposition only; complicated insurance coverage for defense of numerous breast implant cases involving coverage, insurance practices and bad faith allegations. Testified on insurance issues and claims practices for the defendant.

*Hartford Ins. Co.* *v.* *Hawkins, Schnabel* – Los Angeles Superior Court: Deposition and trial testimony on behalf of defendant law firm and lawyers; complicated case by client against lawyers arising out of lawyers’ representation of another client in which Hartford was an adversary. Testified on insurance and lawyer duty issues (May 2000).

*Smith* *v.* *Arnold* – San Diego Superior Court: Legal malpractice case. I testified at deposition as an expert on the standard of care for an attorney defendant who was sued for legal malpractice resulting from the settlement of a bad faith case. I understand the case settled before trial.

*Phillips* *v.* *Bowles & Verna* – Contra Costa Superior Court: Legal malpractice case. I testified as an expert on the standard of care applicable to the attorney defendants who were sued in connection with representation of the plaintiff in a first-party insurance bad faith case. I testified both at deposition and trial (April 30, 2002).

*Osborn* *v.* *Leader Ins. Co* – U.S.D.C., Northern District, California, the Honorable Vaughn Walker: Insurance bad faith case involving uninsured motorist claim. I testified on insurance company “good faith” claims practices for the plaintiff (August 11, 2003). Verdict for plaintiff, $1 million compensatory damages; $1 million punitive damages; affirmed by Ninth Circuit Court of Appeals.

*Black* *v.* *Blue Cross* – Los Angeles based arbitration: Testified at arbitration on the history and application of the implied covenant of good faith and fair dealing, and the conversion of a contract to a tort claim using this legal concept in connection with various insurance company-insured relationships (December 2003).

*Button* *Transportation Co. v.* *U.S. Fire Ins. Co.* – Solano County Superior Court: Testified on behalf of plaintiff insured against carrier providing CGL and Auto Liability coverage to a truck line relating to shipment of almonds which became contaminated. Deposition and trial testimony (September 2004). The case resulted in an unpublished California Courts of Appeal opinion affirming a judgment including damages for “bad faith.”

*Gulf Ins. Co. v.* *Sedgwick Detert Moran & Arnold* – San Diego Superior Court: Testified at deposition and trial on behalf of law firm sued for legal malpractice in connection with the handling of a coverage matter involving E&O policy for a real estate financing and brokerage firm (September/October 2004).

*Shore* *v.* *Farmers Ins. Co*. – Alameda Superior Court: Testified at deposition in a case involving the defense of an insured in a wrongful death case involving a husband and father who sued the insured for negligence in operation of a vehicle while intoxicated resulting in her vehicle striking the decedent while riding bicycle in bike lane. Underlying case resulted in multi-million dollar judgment against the insured, which was assigned to the heirs, who then brought an action against Farmers based on a breach of its duty to defend and properly handle the case of its insured and its failure to settle. The underlying case had been defended by in house counsel, which allegedly had a conflict of interest. Case settled in 2007 before trial after mediation.

*Oasis Medical Group* *v.* *Grace Law Firm* – San Diego Superior Court: Testified at deposition on behalf of defendants sued for legal malpractice in connection with the handling of the defense of medical malpractice and class action litigation on issues relating to NORCAL’s providing liability defense coverage and panel counsel (July 31, 2007). The case was settled in 2008 before trial.

*OFI* *v.* *National Union Ins. Co*. – U.S.D.C., Central District, California. Fidelity bond matter. I commenced work on a consulting/expert basis, and gave a brief deposition in the matter, but withdrew as an expert. Essentially there was a miscommunication between myself and counsel as to the amount of work and scope of the assignment.

*Jee* *v.* *Andrus* – Sacramento Superior Court: Testified at trial (no deposition) on essentially the causation issue involved in a claim of legal malpractice based on the attorney defendant not timely filing a coverage/bad faith case against the plaintiff/client’s homeowner’s insurer. I testified on behalf of the attorney defendant on the question of if the case had proceeded whether there would have been coverage under the applicable policy. It was my view that it was more probable than not that coverage would not be found.

*Hilson* *v.* *Amica Insurance Company* – Santa Clara County Superior Court: Testified at deposition (March 2009) on behalf of the assignee plaintiff on an excess judgment against an individual defendant who was insured for automobile liability by Amica. The insured was in the area of a school zone when she hit and severely injured (brain damage and serious additional physical injuries) a student who was crossing the street. It was alleged that the insured was negligent in driving in excess of the speed limit for a school zone at the time of the accident and also was inattentive in her driving. The plaintiff in that case obtained a multi-million dollar judgment against the defendant insured. Amica had failed to accept a policy limits demand of the $50,000 limits for the insured’s auto policy and plaintiff proceeded to trial. Plaintiff received an assignment of the insured’s claims to the policy, including claims for the amount of the excess judgment. The case settled shortly before it was to go to trial.

*Hartford Fire Ins. Co. v. The Mitchell Co.*- United States District Court, Southern Dist. Ala. Testified at deposition (March 24, 2010) in which I was asked to express my opinions regarding the relationship of a first party insurer and its insured during the claims process. I have been retained by The Mitchell Co. (“Mitchell”) in the above entitled lawsuit to review certain conduct of Hartford Fire Insurance Co. (“Hartford”) regarding a claim arising out of a Crime Shield Policy for Mercantile Entities. I specifically have been asked to address this issue and to confine myself to whether it was consistent with the basic good faith principles of claims handling for Hartford to have provided counsel for the alleged thief with transcripts of the examinations taken by Hartford’s counsel of the Mitchell principals. These were obtained after a Confidentiality Agreement was executed between Hartford and Mitchell.

*Bloor* *v.* *Bankers Insurance Co*. – Orange County Superior Court: Testified at deposition (June 24, 2010) on behalf of the assignee plaintiff of an excess judgment against a defendant which was being enforced against that defendant’s liability insurer. The issue on which I gave my opinion concerned the insurance company’s investigation involving coverage and the impact on the duty to defend as it related to CGL coverage provided to a corporate insured which was a defendant in this case of serious injury to a workman while unloading the company’s product from a truck. Insurer refused to defend based on the alleged absence of coverage and a judgment of several million dollars. The case settled after trial started in early July 2010.

*Res-Care* *v.* *Roto Rooter Services, Inc*. – U.S. District Court, Northern District of California: Testified at deposition (September 2010) for plaintiff regarding reasonableness of settlement of burn case involving a resident/patient in an acute care facility who was severely burned while being showered. Facility settled with plaintiff and then sought contribution from others relating to the installation of a value, and maintenance of the shower mechanism. Case is still pending. Also testified at trial (May 2011).

*Doble* *v.* *MEGA Ins. Co*. – U.S. District Court, Northern District of California: Testified at deposition (Fall 2010) regarding the claims handling under an association group medical policy involving a claim for prosthetics and other medical devices and services involving a diabetic. Issues pertaining to coverage analysis, claims handling, and claims decision making. Case settled after my deposition.

*Christopher* *v.* *Residence Mutual Ins. Co*. – Los Angeles Superior Court. Testified at deposition (March 9, 2012) and trial (March 12, 2012) for the plaintiff regarding the application of good faith claims principles in connection with an insurer’s rights of subrogation and how those rights were enforced by the insurer in a Complaint in Intervention in an action brought by the insured plaintiff and another party unrelated (to the insurer) against the tortfeasors who caused damage to the insured plaintiff’s home and also claims personal injuries to the plaintiffs in the case. The jury returned a verdict of $500,000 in compensatory damages (plus some additional sums), and $2.5 Million in punitive damages, which was trebled under California Code of Civil Procedure §3345.

*Ironshore* *v.* *Twin City Ins. Co*. – U.S.D.C., Central District. Testified at deposition on claim handling regarding defense costs on D&O policy on behalf of Ironshore, the excess carrier, which dropped down and paid defense costs and settlement sums to resolve claim against certain directors of EZ Lube. The directors were insured under a Side A (DIC) excess policy. Twin City as the primary carrier failed to pay anything on the claim; hence Ironshore stepped up and paid, taking an assignment from the individual directors and officers. They joined with Ironshore in seeking reimbursement and pursuing a “bad faith” claim. An MSJ was granted for the insurer by the trial court; that was reversed by the USCA, 9th Circuit. The matter has been remanded for trial.

*Bank of America* *v.* *Nemer* – Alameda County Superior Court. Testified (July 2012) at deposition as an expert for the Plaintiffs (clients) in legal malpractice and breach of fiduciary duty claims against the defendant lawyer which arose out of environmental and eminent domain claims involving real estate in Emeryville, California. Plaintiffs were co-owners of property which was subject to claims by a Redevelopment Agency and the City of Emeryville because of alleged contamination. Defendant was the lead in negotiating a resolution involving a purchase and sale of the property to the governmental entities. However, while a deal in principle was entered into, for various reasons defendant failed to follow up to conclude the settlement. He allegedly suffered from serious, ultimately terminal, health issues, which he failed to reveal to his clients. He completely ignored efforts by others to finalize the settlement, if fell through and the parties engaged in protracted litigation which was eventually settled after a new firm substituted in for the defendant.

*Olsen v. Standard Insurance Company* – Santa Cruz County. Testified (October 2012) in an insurance bad faith case on behalf of the insurer at deposition. Trial set for January 2013. Insured made claim under a yacht policy for property damage when his 46’ boat was grounded off Monterey. He claims that the insurance company failed to process the claim timely and pay what is owed. He claims the boat should have been totaled at the agreed upon value of $430,000. An appraisal resulted in an award of $310,000, and the company promptly paid the difference between what it paid and the award which was about $75,000. There was a jury verdict, and the case is now on appeal.

*American Alternative Ins. Co*. *v**.* *Hudson Ins. Co*. – U.S.D.C., Central District. Testified (September 24, 2013) on behalf of the plaintiff excess carrier regarding the duties and obligations of the primary carrier in responding to a demand for settlement of the primary policy limits in a case in which the primary did not accept that demand and an significant excess verdict intruding into the excess layer was returned by a jury, judgment entered. The excess carrier paid its portion and sought recovery against the primary for what it paid on various theories. My testimony related to the claims handling of the primary carrier in responding to the limits demand of the primary policy. The case settled after my deposition.

*Association of California Water Districts* *v.* *ISOP et al*. – USDC, Central District, California, So. Div. Testified in October 2013 on behalf of an excess insurer that was involved in a claim of the ACWD to its insurers providing defense reimbursement and indemnity for claims arising out of a fire storm in Southern California in. The various carriers took coverage positions in the matter concerning payment of the sums claimed under the policies. I testified on behalf of the last excess layer (above $50,000,000) against claims of coverage and bad faith. The case has settled as the party as to which I provided expert testimony.

*DeMarco v. Payne & Fears* – Arbitration (Orange County). Testified on December 11, 2013 on behalf of the plaintiffs in a legal malpractice action against a law firm that represented the plaintiffs in connection with various claims arising out of a Stock Purchase Agreement involving the sale of plaintiffs’ stock in an alarm company, and an employment agreement. Plaintiffs claimed, inter alia, below standard conduct in recommending a course of action, advising re settlement offers, and also billing practices. My testimony was limited to standard of care issues. The case settled before arbitration.

*Morello* *v.* *AMCO Insurance Company* – U.S.D.C., Northern District, Cal. Testified at deposition (February 2014) on duty of insurance company to settle a first party UIM claim brought by a quadriplegic who was in his wheel chair crossing a street when struck by a drunk driver who only had $15,000 in coverage. It is alleged that carrier failed to pay the $500,000 UIM limits forcing their insured to arbitration, in which the arbitrator awarded over $2 Million for past and future medical care and pain and suffering. The carrier only offered $50,000 just before the arbitration even though there were policy limits demands made many months before to which the carrier did not respond. My testimony related to the non-compliance with various “good faith” claims principles as established by case law, Insurance Code §790.03(h), and 10 CCR §2695.1 *et seq*. The court granted an MSJ in favor of AMOCO; the matter is now before the USCA, 9th Circuit.

*De la Renta* v*.* *GEICO Insurance Company* – Marin County Superior Court. Testified for plaintiff insured at deposition (October, 2014) and trial (October, 2015) in UM “hit and run” bad faith case. Carrier offered policy of limits just before arbitration, after holding out with low to mid seven figure offers for over two years.Testified at court trial that GEICO violated “good faith” claims handling principles (November 2014). Court found GEICO acted in “bad faith” and awarded compensatory damages for attorneys’ fees and general damages for emotional distress for a total of $480,000.

*Gotham Ins. Co. v. Lexington Ins. Co.* – San Mateo County Superior Court. Testified at deposition (November, 2014) for plaintiff insurance company in action by it against carriers for subcontractors who refused to defend Gotham’s contractor insured under agreements that provided for subcontractors insurers to be primary as to claims by homeowner for defective construction. Phase I of the trial took place in mid-2015, and the parties are waiting for an opinion from the trial judge.

*Anthem Holding Corp. v.* *Certain Underwriters at Lloyds* – Arbitrated Matter in New York City. Testified at deposition (May, 2015) as an expert on behalf of Respondent in a matter involving a claim by Anthem against Underwriters for coverage under an excess policy providing certain coverage on a “claims made basis” for liability arising out of Anthem’s (acting as Wellpoint) rescission of a number of health insurance policies, for reimbursement over an and above the primary level for payments made in two class actions and a number of individual lawsuits to settle the claims. My testimony focused on the custom and practice as well as my experience in defending such lawsuits such as were the subject of the class actions and individual cases.

*Rio Mesa Holdings, LLC v. Fidelity National Title Ins. Co.* – Fresno County Superior Court. Testified at deposition (October, 2015) for plaintiff insured under a title insurance policy as to general claims handling as a result of claim when the insured was deprived of certain rights across a neighboring housing development resulting in the inability to full develop an adjoining parcel. Also testified at trial (February 2016). The jury found coverage of $25 Million and also “bad faith” with damages for the latter to be awarded by the court (est. several million).

*Grimberg v. Navigator Specialty Insurance Company* – Los Angeles County Superior Court. Testified at deposition for Plaintiff (February 2016) in a claim under a CGL policy issued to named insured with additional certificate holder, and its officers and directors, claiming they are entitle to coverage for claims of construction defects resulting from construction of residence. CGL insurer initially defended claim under a reservation, appointed defense counsel, who investigated and hired an expert; carrier posted reserves in six figures, and tried to settle the case and even suggested mediation. However, after this failed, and lawsuit was filed, carrier advised it was withdrawing its defense. Case settled before trial.

 *Evert’s* *R.V*. v. *Universal Underwriters Ins. Co*. – U.S. Dist. Crt., Eastern Dist. Cal. Testified for plaintiffs, Evert R.V. and its principal, in case involving a claim for defense and indemnity under a policy issued by Universal Underwriters Insurance Company, which issued a commercial property and liability insurance policy to plaintiffs. Plaintiffs were sued in a commercial dispute alleging they committed various torts as to a competitor, Clovis R.V. The tort claims included Trade Libel, Defamation/Slander, False Light, Negligent Interference with Prospective Economic Relations, Intentional Interference with Contract, and Unfair Competition.. Universal agree to provide a defense, but denied plaintiffs’ request for “Cumis” counsel. The case went to trial, and the insureds were found liable for $500,000 on the defamation claim and also found liable for punitive damages. Plaintiffs alleged various claims regarding the denial of “Cumis” counsel, settlement efforts, and claim file handling. I provided deposition testimony on June 30, 2016.

 *Tetravue, Inc. v. St. Paul Fire & Marine Ins. Co*. -- U.S. D.C., So. Dist. Cal. Testified at deposition (March 29, 2107) for the insurer in a matter arising out of a tender of defense to St. Paul under a General Liability Policy issued to a former employee of a company that brought suit against the employee and his new company for various wrongs committed with respect to the claimed proprietary intellectual property of that former employer. The employee and his new company initially sued the former employer for various wrongs committed resulting from his departure. The former employer cross-complained, and the cross-complaint was tendered to St. Paul which denied a defense. The employee and his new company then brought suit against St. Paul. The trial court granted summary judgment in favor of St. Paul, but a Court of Appeal reversed. I testified about the initial claims handling leading to the initial denial of a defense. The case is set for trial in the Summer, 2017.

 *The Surgery Center at 900 North Michigan Avenue, LLC v. American Physicians Assurance Corporation, Inc. and American Physicians Capital, Inc.*, U.S.D.C., No. Dist. Illinois -- Testified for Plaintiff at deposition (April 4, 2017) in a case against a medical malpractice insurer which refused to settle for policy limits and allowed a substantial excess judgment to be entered against insured after a jury trial involving a women who was rendered a quadriplegic after an relatively minor operative procedure. The trial court had granted the insured’s MSJ in the underlying action on a causation issue which was reversed by a Court of Appeal. The case proceeded to trial after the insurer refused to accept a policy limits demand and further refused to negotiate the case, and the verdict for a sum well in excess of the policy limits was returned by the jury. The case is scheduled for a jury trial in May 2018.