

JEFFREY R. SCHMIELER

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ATTORNEY AT LAW

*Curriculum Vitae*

DC MD VA  
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## ATTORNEY PROFILE

Jeffery R. Schmieler is an established attorney practicing in all state and federal courts in Maryland, Washington, D.C., and Virginia. The firm has represented the interests of a wide array of individual, corporate, and insurance clients. Mr. Schmieler emphasizes the importance of providing sound legal advice and the highest quality advocacy in order to meet its clients' goals.

**JEFFREY R. SCHMIELER, Attorney at Law**

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The AV Preeminent Rating is the highest possible rating in both legal ability and ethical standards reflecting the confidential opinions of members of the Bar and Judiciary. The AV Preeminent Rating is the pinnacle of professional excellence earned through a strenuous Peer Review Rating process that is managed and monitored by the world's most trusted legal resource – Martindale-Hubbell.

Jeffrey R. Schmieler has been actively engaged in a full service legal practice inclusive of insurance and insurance coverage, business law and commercial transactions and real estate law and real estate law and real estate law and real estate transactions.

Mr. Schmieler has distinguished himself as an outstanding lawyer and successful trial practitioner and has been recognized as a “Top Rated Lawyer” in Washington, D.C., Baltimore, and Virginia for 2016 by [www.law.com](http://www.law.com). Mr. Schmieler’s recognition appeared in the “Top Rated Lawyers: The Definitive Guide to Legal Representation” publication that appeared in *The Washington Post*, *The Wall Street Journal* and *The Baltimore Sun*. As listed in the Legal Network, Mr. Schmieler has been “Rated Top Lawyers in Maryland Highest in Ethical Standards and Professional Excellence.”

Mr. Schmieler has years of experience as a trial lawyer a number of cases involving a wide spectrum of tort and contractual liability cases.

He has also been engaged as insurance coverage counsel for a number of major insurance carriers as well as business, corporate and individual clientele. His practice is concentrated in the analysis and litigation of insurance coverage issues, contract and contractual transactions and real estate law and transactions by providing detailed coverage analysis, opinions, evaluations, and representation, serving as coverage counsel in the defense and prosecution of declaratory judgment actions, breach of contract, and bad faith claims.

He has been Insurance Counsel in a number of major coverage cases in litigation in Maryland, Virginia, West Virginia, Tennessee, Kentucky, Florida, Pennsylvania, and other jurisdictions, and has litigated coverage cases extensively in both state and federal courts. He has also provided coverage analysis and opinions involving a significant number of domestic and international insurance policies.

His insurance coverage litigation experience is inclusive of prevailing in a coverage case which was remanded by the United States Supreme Court to the Fourth Circuit Court of Appeals, further remanded to the United States District Court for the District of Maryland and ultimately back to the Fourth Circuit Court of Appeals which resulted in a favorable coverage adjudication. The case was *Lords Landing Vill. Condo. Council of Unit Owners v. Continental Ins. Co.*, 520 U.S. 893 (1997), remanded to 122 F.3d 1061 (4th Cir. 1997), rev'd on appeal from remand, 191 F.3d 448 (4th Cir. 1999). Mr. Schmieler was counsel for the insurer, Continental Insurance Company, in the Lord's Landing case. The case has a tortuous history in that initial summary judgment was granted to Continental by the United States District Court for the District of Maryland, Southern Division, predicated upon the grounds that the repair and replacement costs for the faulty workmanship of a general contractor constitute economic damages resulting from the failure to satisfy a contractual bargain and thus are not losses which constitute property damage caused by an occurrence which are covered by a CGL policy. That decision was appealed to the U.S. Fourth Circuit Court of Appeals which affirmed the District Court's findings. Subsequently, the case went to the United States Supreme Court which granted a GVR order which granted the Petition for Certiorari, Vacated the Order of the Fourth Circuit and Remanded the case to the Fourth Circuit for a consideration of the implication of the *Sheets* case to the facts of the Lord's Landing case. The GVR Order of the Supreme Court was a Seven to Two Decision. The two dissenting Justices were Chief Justice Rehnquist and Justice Stephen Breyer. The Fourth Circuit in turn remanded the case back to the United States District Court for a reconsideration in view of *Sheets*. The District Court, upon remand, granted Lord's Landing's Motion for Summary Judgment rejecting the prior rulings and determining that the faulty workmanship exclusions did not apply to exclude coverage. Continental subsequently appealed the District Courts ruling and the Fourth Circuit reversed the summary judgment as entered by the District Court and held that the failure of the general contractor to use primer paint in the construction of the condominium project, as it was contractually obligated, and to carry out other similar obligations were not "unexpected or unforeseen" in that breach of a duty to perform construction work properly is not an "accident" as covered by a CGL policy.

Additionally, he has written extensively and presented seminars on the issue of insurance fraud, tort liability and insurance coverage. Mr. Schmieler served as a Commissioner of the State of Maryland Criminal Injuries Compensation Commission from 1979-1987. He also served on the Governor's Executive Advisory Council of the State of Maryland and was a member of the Insurance Fraud Committee and chaired the Workers' Compensation Insurance Fraud Unit.

Personal Information:

Born Pittsburgh, Pennsylvania

Founder of Saunders & Schmieler, P.C.

Education:

Legal:

University of Maryland School of Law, Juris Doctor

Duquesne University School of Law

Honors: Clarence Darrow Scholarship Award for Outstanding Scholastic Achievement

Activities: Phi Alpha Delta Legal Fraternity  
Continuing Legal Education  
Courses Sponsored by the Maryland Bar Association  
Virginia State Bar Association

Undergraduate:

University of Maryland, College Park

B.S., B.A.

Graduated with Major in Zoology and Minor in Chemistry

Honors: Phoenix Award for Scholastic Achievement, 1964

Activities: Sigma Alpha Epsilon Fraternity, National Law  
Committee, President - Sigma Alpha Epsilon, 1964

Military Experience:

Trained at the University of Maryland

Two years Reserve Officer

Maryland State Guard

Commissioned Officer, Second Brigade

Major, S-2

Awards & Honors:

A/V Rated Lawyer, Martindale-Hubbell

Recipient National Association Criminal Victims Compensation Board Award, 1980-1985

Commissioner, Criminal Injuries Compensation:

Criminal Injuries Compensation Commission, State of Maryland, Reappointed, Board by Governor William Donald Schaefer, 2-5 yr. Term, Commissioner

Criminal Injuries Compensation Commission, State of Maryland, Reappointed, Board by Governor Hughes, Second Five Years, July 1, 1982, Commissioner

Criminal Injuries Compensation Commission, State of Maryland, Appointed to the Board of Governor Hughes, May 1, 1979, Commissioner

Bar and Court Admissions:

Maryland

District of Columbia

Virginia

United States Court of Appeals for the Fourth Circuit

United States Court of Appeals for the District of Columbia Circuit

United States District Court for the District of Maryland

United States District Court for the District of Columbia

United States District Court Eastern District of Virginia

United States Supreme Court

United States Tax Court

United States Court of Federal Claims

United States Court of Appeals for the Armed Forces

Professional Associations and Memberships:

Maryland State Bar Association

American Bar Association

Montgomery County Bar Association

The District of Columbia Bar

The Virginia State Bar Association

Governor's Executive Advisory Council

Member of Select Panel on Insurance Fraud

Washington Claim Association

Select Panel on Insurance Fraud  
Criminal Injuries Compensation Commission, Commissioner  
National Council of Self-Insurers  
Defense Research Institute

Seminars:

Insurance Fraud - The Recognition and Identification of Insurance Fraud, The Chubb Group of Insurance Companies, Baltimore Office, July 25, 2002

Insurance Fraud - Recovery of Damages from Insurance Fraud Perpetrators, The Chubb Group of Insurance Companies, Baltimore Office, July 25, 2002

Litigation of Insurance Claims - The Defense Perspective, The Chubb Group of Insurance Companies by entire staff of Saunders & Schmieler, January 18, 2001

Contractual Risk Transfer & Insurance Coverage, August 11, 1997

Litigation of Insurance Claims - The Anatomy of a Law Suit, Chubb Group of Insurance Companies, July 31, 1997

Civil Rights and Discrimination Claims & Cases - A Defense Perspective, Chubb Group of Insurance Companies Baltimore Office, June 18, 1997

Discrimination Claims - A Defense Perspective, Kay Management Co. Inc., March 11 -12, 1997

Civil Rights & Civil Remedies- A Defense Perspective, Chubb Group of Insurance Companies, Washington Office, February 24, 1997

Liability Exposure of Owners & Operators of Malls, Retail Establishments and Commercial Enterprises, Governors Executive Advisory Council - Operation Safe Shopper Presentation, November 15, 1995

Overview of the Law Applicable to Premises Liability for Negligence, Landlord Tenant Liability and The Validity of Indemnity & Hold Harmless Agreements in the State of Maryland, District of Columbia and the Commonwealth of Virginia, Housing Providers and Property Management Companies Silver Spring , Maryland, June 30, 1994

Insurance Fraud - Establishing an Agenda to Recover Damages from Insurance Fraud Perpetrators, Chubb Group of Insurance Companies 15 Mountain View Road Warren, New Jersey, June 19, 1992

Maryland Insurance Fraud Statute - A Statute Which Puts the Insurance Industry on the Horns of a Dilemma, The Chubb Group of Insurance Companies, Washington Claims Office, May 27, 1992

Insurance and Tort Law in the State of Maryland, District of Columbia, and Commonwealth of Virginia, The Chubb Group of Insurance Companies, Washington Claims Office, May 15, 1991

**Publications:**

Mid-Atlantic Tort Law Update

Slip and Fall Analysis

Limited Liability Companies

Faulty Workmanship Claims & Insurance Coverage

Recent Developments, March, 1996 to Present

Liability Exposure Analysis Damage Assessment, April 6, 2004

Tort & Insurance Law 2004 Update, February, 2004

Liability Exposure of Professional Sports Teams and Facilities, January 8, 2004

Coverage Considerations Indemnity & Hold Harmless Provisions Business Risk Exclusions Risk Assessment & Claims Evaluation, September 10, 2002

Insurance Fraud - The Recognition and Identification of Insurance Fraud, July 25, 2002

Insurance Fraud - Recovery of Damages from Insurance Fraud Perpetrators, July 25, 2002

Personal Injury Protection (P.I.P) Coverage, February 8, 2002

Litigation of Insurance Claims - The Defense Perspective, January 18, 2001

Liability Exposure Analysis Damage Assessment Coverage Examination, June 19, 2000

Guide to Products Liability, 1999

Discrimination Claims - A Defense Prospective, June 18, 1998

Contractual Risk Transfer & Insurance Coverage, August 11, 1997

Litigation of Insurance Claims - The Anatomy of a Law Suit, July 31, 1997

Civil Rights and Discrimination Claims & Cases - A Defense Perspective, June 18, 1997

Discrimination Claims - A Defense Perspective, March 11, 1997 & March 12, 1997  
Fair Housing Discrimination Claims - A Defense Perspective, February 24, 1997

Good Samaritan Statutes, October 22, 1996

Liability of Exposure of Owners and Operators of Malls, Retail Establishments and Commercial Enterprises, November 17, 1994

Overview of the Law Applicable to Premises Liability for Negligence, Landlord Tenant Liability and The Validity of Indemnity & Hold Harmless Agreements in the State of Maryland, District of Columbia and the Commonwealth of Virginia, June 30, 1994

Insurance & Tort Law Update, 1994

Insurance Fraud - Establishing an Agenda to Recover Damages from Insurance Fraud Perpetrators, June 16, 1992

Maryland Insurance Fraud Statute - A statute which puts the Insurance Industry on the horns of a dilemma, 1992 - In Brief Vol. 2 No. 5

Insurance & Tort Law Update, March 18, 1992

Insurance and Tort Law in the State of Maryland, District of Columbia, and Commonwealth of Virginia, May 15, 1991

Insurance & Tort Law, 1991

Reported Cases:

*OneBeacon Insurance Co. v. William A. Graham Co.*, 33 EDA 2012, 2012 Pa. Super. LEXIS 3596 (Superior Ct. of Pa. August 31, 2012).

*Uniwest Constr., Inc. v. Amtech Elevator Services, Inc.*, 699 S.E.2d 223 (Va. 2010), withdrawn by, in part, remanded by, 714 S.E.2d 560 (Va. 2011).

*Perdue Farms Inc. v. National Union Fire Insurance Company of Pittsburgh, PA*, 197 F.Supp 2d. 370 (D. Md. 2002).

*Information Sys. & Network Corp. v. Federal Ins. Co.*, 805 A.2d 1141 (Md. Ct. Spec. App. 2002).



*Sigmund v. Starwood Urban Retail VI, LLC*, 617 F.3d 512 (D.C. Cir. 2010).

*Am. Powerlifting Ass'n v. Cotillo*, 401 Md. 658, 934 A.2d 27 (2007).

*Continental Casualty Co. v. Kemper Ins. Co., et al.*, 173 Md. App. 542, 920 A.2d 66 (2007) .

*Federal Insurance Company v. The New Coal Company, Inc.*, 415 F. Supp. 2d 647 (W.D. Va. 2006).

*Mourning v. APCOA Standard Parking, Inc.*, 828 A.2d 165 (D.C. 2003).

*Manifold v. Wolf Coach, Inc.*, 231 F.Supp.2d 58 (D.D.C. 2002)

*Heritage Harbour, L.L.C. v. John J. Reynolds, Inc.*, 795 A.2d 806 (Md. Ct. Spec. App. 2002)

Other Reported Cases: **Supreme Court:** *Lords Landing Village Condo. Council of Unit Owners v. Continental Ins. Co.*, 520 U.S. 893, 117 S.Ct. 1731, 138 L.Ed.2d 91 (1997), on remand to 122 F.3d 1061 (1997), and on appeal to 191 F.3d 448, 1999 WL 710342 (4<sup>th</sup> Cir. (Md.)) The Court of Appeals for the Fourth Circuit has issued a number of decisions which hold that the costs of repair and replacement of faulty workmanship is not covered under a commercial general liability policy. These decisions have mirrored other decisions and found that a contractor's poor workmanship does not qualify as an accident under a CGL policy.<sup>1</sup> In *Lords Landing Village Condominium Council of Unit Owners v. Continental Ins. Co.*,<sup>2</sup> the United States Court of

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<sup>1</sup> See, e.g., *Lords Landing Village Condominium Council of Unit Owners v. Continental Ins. Co.*, 1999 U.S. App. Lexis 21938 (4th Cir. 1999); *Traveler's Indemnity Co. of Am. v. Miller Building Corp.*, 142 Fed. Appx. 147 (4th Cir. 2005) (holding that contractor's faulty installation of building foundation did not trigger coverage under CGL policy); *OneBeacon Ins. Co., v. Metro Ready-Mix, Inc.*, 242 Fed. Appx. 936 (4th Cir. 2007) (repairs to defective grout that required demolishing non-defective building components did not qualify as accident because it was foreseeably required to deliver on the building contract); *Travelers Indemnity Co. of Am. v. Tower-Dawson, LLC*, 299 Fed. Appx. 277 (4th Cir. 2008) (holding that repairs to defective retaining wall was not an accident because the repairs were foreseen as a result of the contract).

<sup>2</sup> 1999 U.S. App. Lexis 21938 (4th Cir. 1999). Jeffrey R. Schmieler was counsel for the Insurer Continental Insurance Company in the Lord's Landing case. The case has a tortuous history in that initial summary judgment was granted to Continental by the United States District Court for the District of Maryland, Southern Division, predicated upon the grounds that the repair and replacement costs for the faulty workmanship of a general contractor constitute economic damages resulting from the failure to satisfy a contractual bargain and thus are not losses which constitute property damage caused by an occurrence which are covered by a CGL policy. That decision was appealed to the U.S. Fourth Circuit Court of Appeals which affirmed the District Court's findings. Subsequently the case went to the United States Supreme Court which granted a GVR order which granted the Petition for Certiorari, Vacated the Order of the Fourth Circuit and Remanded the case to the Fourth Circuit for a consideration of the implication of the *Sheets* case to the facts of the Lord's Landing case. The GVR Order of the Supreme Court was a Seven to Two Decision. The two dissenting Justices were Chief Justice Rehnquist and Justice Stephen Breyer. The Fourth Circuit in turn remanded the case back to the United States District Court for a reconsideration in view of *Sheets*. The District Court, upon remand, granted Lord's Landing motion for Summary Judgment rejecting the prior rulings and determining that the faulty workmanship exclusions did not apply to exclude coverage. Continental subsequently appealed the District Court's ruling and the Fourth Circuit reversed the summary judgment as entered by the District Court and held that the failure of the general contractor to use primer paint in the construction of the condominium project, as it was contractually obligated, and to carry out

Appeals for the Fourth Circuit held that the repair and replacement costs for the faulty workmanship performed on behalf of the general contractor of a condominium project are economic losses resulting from the failure to satisfy a contractual bargain and thus are not losses covered by the CGL policy. In doing so, the Court indicated that CGL policies compensate for physical damage to property of others, and not for an insured's contractual liability because the product or completed work supplied by the insured are not that which the damaged third-party bargained. It further indicated that the risk intended to be insured is the possibility that the goods, products or work of the insured, once relinquished or completed, will cause "bodily injury" or "property damage" other than to the product or completed work itself, observing that because poor performance is merely a cost of doing business, it falls outside of the scope of CGL coverage, which does not serve as a performance bond, nor does it serve as a warranty of goods and services. A CGL policy compensates for tort liability of others and not for the insured's contractual liability; **Federal Circuit Courts:** Beard Plumbing and Heating, Inc. v. Thompson Plastics, Inc., 152 F.3d 313 (4th Cir. 1998); Holbrook v. Howard School of Dentistry, 1998 U.S. App. Lexis 33917 (1998); Treacle v. Jones, 1997 U.S. App. Lexis 16352 (1997); St. Paul Fire & Marine Ins. Co. v. Fallon, 1994 U.S. App. Lexis 1127 (1994); **Federal District Courts:** Neibuhr v. Amtrak, 955 F.Supp. 135 (D.D.C. 1997); Jackson v. Fedders Corp., 1996 U.S. Dist. Lexis 7306 (1996); Armada de la Republica v. Yorkington, L.P., 1995 U.S. Dist. Lexis 1317 (1995); St. Paul Fire & Marine v. Continental Ins. Co., 1993 U.S. Dist. Lexis 6556 (1993); Herlihy v. Ply-Gem Indus., 752 F.Supp. 1282 (D.Md. 1990); **Other Federal Courts' Decisions:** Aaberg v. ACandS, Inc., 152 F.R.D. 498 (1994); Istvan v. Willoughby of Chevy Chase Condo. Council of Unit Owners, Inc., 27 Fed. R. Serv. 3d 286 (1993); Virginia: Beard Plumbing and Heating, Inc. v. Thompson Plastics, Inc., 254 Va. 240, 491 S.E.2d 731 (1997); Maryland: Eaton Corp. v. Wright, 281 Md. 80, 375 A.2d 1122 (1997); Blumenthal v. Heron, 261 Md. 234, 274 A.2d 636 (1971); Kent Village Associates Joint Venture v. Smith, 104 Md.App. 507, 657 A.2d 330 (1995); Tuxedo Cheverly Volunteer Fire Co. v. Prince George's County, 39 Md.App. 322, 385 A.2d 819 (1978); Hensley v. Montgomery County, 25 Md.App. 361, 334 A.2d 542 (1975); Smith v. State, 5 Md.App. 633, 248 A.2d 913 (1969); **Other Appellate Cases:** Ralston v. Piney Branch Motors, Inc., Case No. 96-CV630, D.C. Court of Appeals (1996); Centers for the Handicapped, Inc. v. Bengston, Case No. 390, Maryland Court of Special Appeals (1995); Biscarr v. Halper, Case No. 968, Maryland Court of Special Appeals (1984); Barnes v. Pauley, Case No. 1140, Maryland Court of Special Appeals (1980); Muma v. Zeve, Case No. 887, Maryland Court of Special Appeals (1978); Chevy Chase Fire Department, Inc. v. Johnson, Case No. 1226, Maryland Court of Special Appeals (1977); Ward & Gray, Inc. v. Ward & Dowell, Inc., Case No. 1038, Maryland Court of Special Appeals (1976); Charlotte Hall Lumber Co. v. Murray, Case No. 32, Maryland Court of Special Appeals (1975); May Department Stores, Inc. v. Savage, Case No. 949, Maryland Court of Special Appeals, (1975); **Administrative Decisions Reviewed on Appeal:** McGee v. Criminal Injuries Compensation Board, 57 Md.App. 143, 469 A.2d 470 (1984).

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other similar obligations were not "unexpected or unforeseen" in that breach of a duty to perform construction work properly is not an "accident" as covered by a CGL policy.

## **INSURANCE & INSURANCE COVERAGE**

In conjunction with a long-standing tradition of service to the insurance industry, Jeffrey R. Schmieler has a lengthy history as coverage counsel for a number of major insurance carriers. The firm has developed an extensive insurance coverage practice and currently provides advice and counseling to insurance companies, corporate clients, and individuals on a wide variety of insurance coverage and insurance underwriting matters. The firm excels in the analysis of insurance coverage issues by providing detailed coverage opinions and recommendations with regard to all aspects of insurance coverage, serving as litigation counsel in the defense and prosecution of declaratory judgment actions, bad faith claims, and breach of contract actions.

## **BUSINESS LAW & COMMERCIAL TRANSACTIONS**

In addition to the firm's defense litigation practice, Jeffrey R. Schmieler has a history of effectively representing clients involved in commercial litigation. For years, the firm has represented business clients in cases involving claims involving breach of contract, fraud, misrepresentation, tortious interference with contracts and business relations, unfair business practices, employment, consumer protection, unfair competition, intellectual property (copyright, patent, and trademark), and disputes among business owners.

Jeffrey R. Schmieler has served as a legal advisor to businesses, insurance companies, and individuals in all phases of commercial, insurance and business law for over 45 years.

## **REAL ESTATE LAW & REAL ESTATE TRANSACTIONS**

Whether you are an individual or a business entity, the purchase, sale or rental of real property constitutes a considerable financial investment which necessitates careful planning and study and should begin long before a contract of sale or lease is executed. From the sale, purchase or rental of a home or large commercial transaction involving sophisticated multifaceted transaction, legal considerations begin, or should begin well in advance of the execution of a real estate transaction. Jeffrey R. Schmieler has for a substantial period of time provided sound legal advice to both individuals and business entities in order to assist them in consummating real estate transaction in a manner which best protects their interests and in a successful and satisfactory manner.

## CONTRACT LAW & CONTRACTURAL TRANSACTIONS

It is important whether you are an individual or multi-national corporation to carefully consider each and every contract which is entered into in order to make certain that the terms and provisions of every contract are understood and crafted to set forth the intent of the contracting parties. Mr. Schmieler has had many years of experience in not only drafting contracts to meet the specific needs and requirements of his clientele, but also experience in litigating breach of contract cases. He also strongly recommends that all businesses have a Legal Audit © performed consisting of a comprehensive analysis of a company or individual's existing legal documents, contracts, policy & procedures, business structure & existing risk management and insurance coverage in order to reduce unnecessary risk of loss from avoidable claims and unnecessary and costly litigation which are all to prevalent in today's legal environment.

## INDIVIDUAL RELATIONSHIPS

Clients come first! Mr. Schmieler takes the time to build individual relationships with his clients and to understand our clients' needs. He strives to help you achieve your goals by providing consistent, high-quality, practical services for a reasonable price.

## APPELLATE AND REPORTED CASES

### **FEDERAL COURTS**

#### **Supreme Court:**

*Lords Landing Village Condo. Council of Unit Owners v. Continental Ins. Co.*, 520 U.S. 893 (1997), on remand to 122 F.3d 1061 (4<sup>th</sup> Cir. (Md.)), and on appeal to 191 F.3d 448 (4<sup>th</sup> Cir. (Md.)).

#### **Federal Circuit Courts:**

*Sigmund v. Starwood Urban Retail VI, LLC*, 617 F.3d 512 (D.C. Cir. 2010).

*Beard Plumbing & Heating, Inc. v. Thompson Plastics, Inc.*, 152 F.3d 313 (4th Cir. 1998).  
*Holbrook v. Howard School of Dentistry*, 1998 U.S. App. Lexis 33917 (1998).  
*Treacle v. Jones*, 1997 U.S. App. Lexis 16352 (1997).  
*St. Paul Fire & Marine Ins. Co. v. Fallon*, 1994 U.S. App Lexis 1127 (1994).

### **Federal District Courts:**

*AAIC v. Moon Nurseries, Inc.* 2012 U.S. Dist. LEXIS 34354 (Md. 2012).  
*Jiggets v. Forever 21, Inc.*, 2011 U.S. Dist. LEXIS 75446 (Md.2011).  
*Bouie v. Rugged Wearhouse, Inc.*, 2007 U.S. Dist. LEXIS 8089 (Md. 2007).  
*Syska Hennessy Group Construction, Inc. v. Black*, 2007 U.S. Dist. LEXIS 83604 (D.C.2007).  
*Federal Insurance Company v. The New Coal Company, Inc.*, 415 F. Supp. 2d 647 (W.D. Va. 2006).  
*Perdue Farms Incorporated v. National Union Fire Insurance Company of Pittsburgh, P.A.*, 197 F. Supp. 2d 370 (D. Md. 2002).  
*Manifold v. Wolf Coach, Inc.*, 231 F.Supp.2d 58 (D.D.C. 2002).  
*Neibuhr v. Amtrak*, 955 F. Supp. 135 (D. D.C. 1997).  
*Jackson v. Fedders Corp.*, 1996 U.S. Dist. Lexis 7306 (1996).  
*Armada de la Republica v. Yorkington, L.P.*, 1995 U.S. Dist. Lexis 1317 (1995).  
*St. Paul Fire & Marine v. Continental Ins. Co.*, 1993 U.S. Dist. Lexis 6556 (1993).  
*Herlihy v. Ply-Gem Indus.*, 752 F. Supp. 1282 (D. Md. 1990).

### **Other Federal Courts Decisions:**

*Aaberg v. ACandS, Inc.*, 152 F.R.D. 498 (1994).  
*Istvan v. Willoughby of Chevy Chase Condo Council of Unit Owners, Inc.*, 27 Fed R. Serv. 3d 286 (1993).

## **STATE COURTS**

### **Maryland:**

*Muse-Evans v. Thaggert*, No. 237, September Term 2014 (Md. App. 2015)  
*Muse-Evans v. Thaggert*, No. 401 September Term 2011 (Md. App. 2012)  
*Am. Powerlifting Ass'n v. Cotillo*, 401 Md. 658, 934 A.2d 27 (2007).  
*Continental Casualty Co. v. Kemper Ins. Co.*, 173 Md. App. 542, 920 A.2d 66 (2007).

*Heritage Harbor, L.L.C. v. John J. Reynolds, Inc.*, 143 Md. App. 698, 795 A.2d 806 (2002).  
*Information Systems and Network Corporation, et al. v. Federal Insurance Co.*, 145 Md. App. 457, 805 A.2d 1141 (2002).  
*Kent Village Associates Joint Venture v. Smith*, 104 Md. App. 507, 657 A.2d 330 (1995).  
*Ralston v. Piney Branch Motors, Inc.*, Case No. 96-CV630, D.C. Court of Appeals (1996).  
*Centers for the Handicapped, Inc. v. Bengtson*, Case No. 390, Maryland Court of Special Appeals (1995).  
*Biscarr v. Halper*, Case No. 968, Maryland Court of Special Appeals (1984).  
*Barnes v. Pauley*, Case No. 1140, Maryland Court of Special Appeals (1980).  
*Tuxedo Cheverly Volunteer Fire Co. v. Prince Georges County*, 39 Md. App. 322, 385 A.2d 819 (1978).  
*Muma v. Zeve*, Case No. 887, Maryland Court of Special Appeals (1978).  
*Chevy Chase Fire Department, Inc. v. Johnson*, Case No. 1226, Maryland Court of Special Appeals (1977).  
*Eaton Corp. v. Wright*, 281 Md. 80, 375 A.2d 1122 (1977).  
*Ward & Gray, Inc. v. Ward & Dowell, Inc.*, Case No. 1038, Maryland Court of Special Appeals (1976).  
*Charlotte Hall Lumber Co. v. Murray*, Case No. 32, Maryland Court of Special Appeals (1975).  
*May Department Stores, Inc. v. Savage*, Case No. 949, Maryland Court of Special Appeals (1975).  
*Hensley v. Montgomery County*, 25 Md. App. 361, 334 A.2d 542 (1975).  
*Blumenthal v. Heron*, 261 Md. 234, 274 A.2d 636 (1971).  
*Smith v. State*, 5 Md. App. 633, 248 A.2d 913 (1969).

**District of Columbia:**

*Payne v. Clark*, 25 A.3d 918 (D.C. 2011)  
*Bruno v. Western Union Financial Services*, 973 A.2d 713 (D.C. 2009)  
*Novak v. Capital Management and Development Corporation* 570 F. 3d 305 (D.C. Cir. 2009).  
*Mourning v. APCOA Standard Parking, Inc.*, 828 A.2d 165 (D.C. 2003).

**Virginia:**

*Uniwest Constr., Inc. v. Amtech Elevator Services, Inc.*, 699 S.E.2d 223 (Va. 2010), *withdrawn by, in part, remanded by*, 714 S.E.2d 560 (Va. 2011).  
*Beard Plumbing & Heating, Inc. v. Thompson Plastics, Inc.*, 254 Va. 240, 491 S.E.2d 731 (1997).

**Pennsylvania:**

*OneBeacon Insurance Co. v. William A. Graham Co.*, 33 EDA 2012, 2012 Pa. Super. LEXIS 3596 (Superior Ct. of Pa. August 31, 2012).