

**CHARLENE MILLER, ESQ.**  
**Insurance Law Associates**  
**1442A Pecan St.**  
**Oakland, CA**

**CURRICULUM VITAE\***

**Education**

University of California, Berkeley, BA 1972

University of San Francisco School of Law, JD 1990

**Employment**

Fireman's Fund Insurance Company, 1972 to 1990

Trainee, 1972 to 1973

Adjustor, 1973 to 1986

Claims Director, 1986 to 1990

Lawyer, Various Law Firms, 1990 to 1997

Sole Proprietor, Insurance Law Associates, 1997 to present

**Prior Testimony as Expert**

Retained as an expert on insurance industry practices and standards in more than 200 cases, in both Federal and state courts.

Qualified by courts as an expert on insurance industry claims handling standards and practices in Washington, Nevada, Arizona, Arkansas, Colorado, Ohio West Virginia, New Mexico, Hawaii, Florida, Louisiana, Kansas, South Carolina, Idaho and California

Testified in several hundred depositions and 30 to 50 trials.

\*This is a fictional CV designed for an educational demonstration only.

## **SYNOPSIS OF OPINIONS RE CLAIMS HANDLING IN USF&G v. ULBRICHT**

### **Summary of Case**

This is an insurance bad faith lawsuit arising out of an earlier case in which the widow of Robert Ulbricht sued PM Northwest for exposing Mr. Ulbricht to asbestos while he worked for them. As a consequence of his exposure, Mr. Ulbricht contracted and died from an asbestos-related cancer, mesothelioma. PM Northwest tendered the case to USF&G, which delayed in responding to the tender and did not offer a defense. Mrs. Ulbricht settled the case with PM Northwest for \$4.5 million. The settlement was deemed reasonable by the court. USF&G paid \$2.5 million of the settlement, then sued to have the court determine if that amount was the maximum it owed. Ms. Ulbricht countersued for violation of the duty of good faith and fair dealing, or “bad faith” as it is known in the insurance community.

### **Opinions**

1. USF&G failed to handle the claim in accordance with insurance industry claims standards
2. USF&G failed to conduct a timely and thorough investigation of the claim
3. USF&G failed to conduct a policy search in accordance with insurance industry standards
4. Travelers failed to conduct a timely search for the USF&G policies
5. USF&G failed to timely assign the claim to the Travelers’ claim department
6. When Travelers received the claim, it failed to timely evaluate the available evidence that the USF&G had issued policies
7. Travelers failed to conduct an adequate search for the policies, including taking statements from PM Northwest and witnesses
8. Travelers failed to acknowledge that USF&G had a duty to defend PM Northwest
9. Travelers failed to advise PM Northwest of the potential for a verdict beyond the policy limits
10. Travelers failed to timely respond to a settlement demand from Mrs. Ulbricht