



THE

DEFENSE LINE



A Publication From The Maryland Defense Counsel, Inc.

December 2018



Featured

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**Express and Implied Indemnity in
Construction Litigation**

MDC's Fall 2018 Deposition Bootcamp

**Best Practices for Healthcare Facilities
in Preventing Workplace Violence and
Liability**

**A New Form of Opioid Liability: Will Big
Pharma be the Next Tobacco Industry?**

PRESIDENT'S MESSAGE

“LEARN FROM YESTERDAY, LIVE FOR TODAY, HOPE FOR TOMORROW.”

— Albert Einstein, *Theoretical Physicist*

Well, another year has passed and 2019 is right around the corner! This year has been a momentous one for MDC. This is the sixth *Defense Line* published in this calendar year and I cannot thank enough our Publications Chair, Sheryl Tirocchi, and the rest of the Publications Committee, Caroline Payton and Julia Houp, who work tirelessly to make this a great magazine for you. Also, let me thank Brian Greenlee. Brian has worked with MDC for more than a decade making sure our publications and website are top quality.

We also welcomed Marisa Capone to the MDC family as our new Executive Director. She brings her experience as a defense attorney and general counsel for a local medical group. MDC looks forward to working with Marisa for many years to come.

From Lunch & Learns, to the annual Crab Feast, to our Deposition Bootcamp, we hope MDC has brought you quality programming that helps to enrich your life as a defense lawyer. 2019 will be even better!

MDC is proud to be partnering with Wendy Merrill of Strategy Horse to bring you a four-module leadership course. The first module will be on January 23, 2019. Our partnership with Strategy Horse means MDC members will be able to take advantage of this highly sought-after programming for a fraction of the usual price. Each participant will be designated a “MDC Fellow” and, after completing the four-part series, will be recognized at the Crab Feast. This is a great opportunity. Keep a look out for the e-mail opening registration. We fully expect this program to sell out quickly.

January also will bring a new Maryland General Assembly session. As John Stierhoff explains in an article in this issue, numerous important changes resulted from the recent election cycle. MDC will continue to be your voice in the Legislature protecting your interests and those of your clients. In fact, as described in another article in this issue, MDC has already held a legislative defense coordination meeting with key stakeholders in the medical malpractice arena.

MDC looks forward to playing an integral role in the judicial process by interviewing all willing applicants to the circuit courts, the Court of Special Appeals and the Court of Appeals. You are welcome to join in these interviews. Simply contact either James

Benjamin with Gordon/Feinblatt or Winn Friedel with Bodie Law, the Co-Chairs of MDC’s Judicial Selections Committee, and they will be happy to get you involved.

Likewise, MDC is very active in the area of workers’ compensation. MDC members, Julie Murray with Semmes, Mike Dailey of Schmidt, Dailey & O’Neill, and Wendy Karpel with the Montgomery County Attorney’s Office, all regularly testify on legislation impacting workers’ compensation. They also wish to congratulate former MDC member, James Forrester, formerly with Semmes, for his appointment to the Maryland Workers’ Compensation Commission.

Ultimately, an organization like MDC exists to benefit you — its members. Please let us know if there is anything you would like to see MDC doing. Best to all of you for a happy, healthy and productive 2019!



John T. Sly, Esquire
Waranch & Brown, LLC

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THE DEFENSE LINE

December 2018



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MDC and StrategyHorse present: "Rising Leader Academy"



The Challenge

Firms all over the state are struggling with recruiting, retaining and developing future leaders within their ranks. In addition to strong technical ability, associates need to develop their *executive presence* to both deliver value to current clients, as well as attract future ones. By 2020, around half of the workforce will be comprised of Millennial attorneys that view their legal careers in a different way than their predecessors, and over the next 5-10 years, statistics show that most firms will lose around 40% of their partners. Younger lawyers are dedicated to professional excellence but require the right investment in professional development to empower them to contribute significantly to the sustainability of their firms.

What does *executive presence* look like?

Business development acumen
Growth strategy planning ability
Leadership skills
Client retention/relationship management skills
Recruiting ability

The Solution

StrategyHorse has created an innovative curriculum designed to engage and inspire the confidence and competency younger professionals need to lead their firms into the future. The curriculum has been applied to a series of interactive workshops designed specifically for promising lawyers between 26-46, those that are expected to secure the legacy of their firms. Each workshop has been carefully created with an understanding that real progress cannot happen without first revealing-and addressing-the motivation (cares, fears, wants) behind the behavior of the next generation of law firm leadership.

Who Should Participate?

Associate and junior partner attorneys with at least 3 years' experience that have demonstrated an interest in firm leadership and growth.

The Outcome

Other training platforms focus on delivering conventional advice and step-by-step directives that are disconnected from the unique challenges facing the future partners of law firms. The StrategyHorse program is committed to facilitating the success of ambitious Rising Leaders in an individualized and personalized manner, a critical approach to helping these attorneys to "get out of their own way"— the most common reason for failure. These workshops are engineered to provide firms with an effective and affordable means to invest in the stewards of their legacies.

The program will be broken down into 4 modules:

- 1) Confidence
- 2) Growth Strategy & Business Development Best Practices for Attorneys
- 3) Networking Strategy & Skills for Those that Dislike Networking
- 4) Vision & Accountability

Module 1: Confidence

This workshop will provide participants with the means to identify, understand and promote one's individual value proposition, an essential component for effective leadership and business development. We will address the importance of self-advocacy as well as how each Rising Leader can both position themselves and others to be ambassadors for their personal brand and the brand of their firm. We will discuss the



creation of stakeholders in the community, including peers and referral sources, and establish criteria for qualifying and cultivating "best clients." Towards the end of the session the attorneys will understand how to apply what they've learned to their role in the recruitment and development of other younger lawyers.

Module 2: Growth Strategy & Business Development Best Practices

This workshop will cover all aspects of personal branding. Participants will learn how to position themselves as either a *Thought Leader* or *Center of Impact*. We will discuss how to become a *lawyer for the future* by being relatable and articulating/addressing the needs of younger clients. The greatest opportunity for growth for any attorney is to become a Trusted Advisor to their clients and the community. We will delve into what this looks like and how to develop this reputation.

Module 3: Networking Strategy and Skills for Those Who Dislike Networking

Most lawyers are uncomfortable in traditional networking settings for a variety of reasons. Introverted personalities, time management concerns and a variety of other things pose a challenge to those who feel the pressure to network but struggle with embracing it. This workshop will provide attendees with tailored guidance designed to identify creative, effective and enjoyable approaches to networking. We will demonstrate how effective networking practices will yield career-long business development dividends. Participants will learn how to design and execute a strategic and effective networking plan to improve origination, complement recruitment efforts and build brand.

Module 4: Vision & Accountability

To become an effective practice group leader and/or equity partner of a firm, attorneys must be vision-oriented and possess the ability to approach growth in a strategic manner. Many younger lawyers are conditioned to think in a silo, only focusing on their immediate tasks and growing their own practice. For those who wish to enter the leadership queue, it is essential to be able to project, plan for, execute on and measure individual/practice group/firm goals, ensuring that all are properly aligned.

Each workshop will be approximately 2 hours in duration and be interactive in nature. Participants will receive a brief pre-workshop summary to help prepare them to get the most out of their participation.

The cost of each workshop is \$225 a person and \$750 for a package of all 4 workshops.

Express and Implied Indemnity in Construction Litigation

Steven E. Leder & Tom W. Hale



*Taking calculated risks.
That is quite different from being rash.*

— GEORGE S. PATTON

Joe Hardhat, Inc. had the subcontract to install doorknobs at a new 48 story mixed-use community in Baltimore's Inner Harbor. After completion the owner sued the general contractor, who sued the subcontractor for the costs of repair and counsel fees. Joe is looking at minor, if any, damages related to the doorknobs, but crushing claims of counsel fees.

Almost every construction contract has an indemnity agreement. General contractors are generally required to indemnify the owner and sometimes the architect, against claims and liability. General contractors generally demand that subcontractors indemnify them and the owner against claims and liability.

1. What is an Indemnity Agreement?

Indemnity is a “duty to make good any loss, damage, or liability incurred by another.”¹ Indemnity requires three parties: (1) an indemnitor, (2) an indemnitee and (3) a claimant. For example, an injured worker (claimant), makes a claim against the building owner, the indemnitee, who calls upon the general contractor (the indemnitor) to reimburse it for its payment to the injured worker. Indemnity is a not remedy for two party losses, such as an agreement to pay another for their own bodily injury or property damage.

2. Indemnity agreements can be express or implied.

Most construction contracts contain an express indemnity agreement that sets out the terms explicitly. The parties agree to risk allocation in advance of the work. Indemnity can also be implied, where one tortfeasor's negligence is active and a second tortfeasor's negligence is passive.² For example when a tortfeasor is (1) vicariously liable, (2) fails to discover a defect in a chattel supplied by another, (3) fails to discover a defect in work performed by another, (4) fails to discover a dangerous condition on land created by another.³ However, if there is joint participation in the tort, indemnity is barred.⁴

3. Divisions of an Express Indemnity Agreement.

Indemnity agreements have three parts: (1) who is being indemnified; (2) the covered acts or triggering event; and (3) the eligible claim-type. The principal indemnitee(s) is specifically named. Frequently others, such as the indemnitee's employees, agents, independent contractors are also entitled to indemnity.

The act that triggers an indemnity agreement comes in three iterations: (1) the negligent acts of the indemnitor; (2) the concurrent negligence of the indemnitor and the indemnitee; (3) the sole negligence of indemnitee, where the indemnitor is not negligent.⁵

The eligible claim-type generally includes personal injury, death, property damage or defective design.

4. Anti-Indemnity Statutes

Overreach by owners and general contractors has led 46 states to enact anti-indemnity statutes that limit or prohibit enforcing indemnification agreements.⁶ In Maryland the construction-related anti-indemnity statute reads as follows.

§ 5-401. Indemnity agreements relating to construction services prohibited Md. Code Ann., Cts. & Jud. Proc. § 5-401 (West), reads, in pertinent part:

(a)(1) A covenant, promise, agreement, or understanding in, or in connection with or collateral to, a contract or agreement relating to architectural, engineering, inspecting, or surveying services, or the construction, alteration, repair, or maintenance of a building, structure, appurtenance or appliance, including moving, demolition, and excavating connected with those services or that work, purporting to indemnify the promisee against liability for damages arising out of bodily injury to any person or damage to property caused by or resulting from the sole negligence of the promisee or indemnitee, or the agents or employees of the promisee or indemnitee, is against public policy and is void and unenforceable.

The statute does not void the entire contractual provision. Rather, it applies the Blue Pencil Rule to strike the promises to indemnify the indemnitee for its sole negligence.⁷ If a contract can be construed as reflecting two agreements, one providing for indemnity if the indemnitee is solely negligent and one providing for indemnity if the indemnitee and indemnitor are concurrently negligent, “only the former agreement is voided by the statute.”⁸ Sole fault indemnity agreements are permitted outside the construction context.

In Maryland, as in most states, indemnity contracts are not construed to indemnify a person against his own negligence unless the agreement expressly so provides “in those very words or other unequivocal terms.”⁹

Continued on page 7

¹ Black's Law Dictionary (10th ed. 2014).

² *Richards v. Freeman*, 179 F. Supp. 2d 556 (D. Md 2002).

³ *Pulte Home Corp. v. Parex, Inc.*, 174 Md. App. 681, 721, 923 A.2d 971, 993 (2007), aff'd, 403 Md. 367, 942 A.2d 722 (2008), citing *Max's Of Camden Yards v. A.C. Beverage*, 172 Md. App. 139, 148, 913 A.2d 654, 659 (2006).

⁴ *Adams v. NVR Homes, Inc.*, 135 F. Supp2d 675, 712 (D. Md. 201)

⁵ *Mass Transit Admin. v. CSX Transp., Inc.*, 349 Md. 299, 317, 708 A.2d 298, 307 (1998).

⁶ IRMI, Contractual Insurance Requirements and Anti-Indemnity Statutes < <https://www.irmi.com/articles/expert-commentary/contractual-requirements-anti-indemnity-statutes>>.

⁷ *Bethlehem Steel Corp. v. G.C. Zarnas & Co.*, 304 Md. 183, 195, 498 A.2d 605, 611 (1985).

⁸ *Heat & Power Corp. v. Air Prod. & Chemicals, Inc.*, 320 Md. 584, 593, 578 A.2d 1202, 1206 (1990).

⁹ *Crockett v. Crothers*, 264 Md. 222, 227, 285 A.2d 612, 615 (1972).

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(CONSTRUCTION LITIGATION) *Continued from page 5*

5. Construction Contracts

The commonly used AIA Form A201 “General Conditions for the Contract for Construction” contains the following indemnity provision, in pertinent part:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. . . .

Let’s take a closer look at this clause. The purpose of the first phrase, “to the fullest extent permitted by law...” , is to prevent a court from voiding the entire clause in the event it is found in violation of an anti-indemnity statute.¹⁰

The purpose of the second clause, “the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them”, is to identify who is being indemnified. Note the clause sweeps in not only the owner, but also the architect, the architect’s consultants, agents and employees of any of them.¹¹

The third clause defines the scope of what will be reimbursed; that is “claims, dam-

ages, losses and expense, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work...” Therefore the clause covers indemnity for pre-litigation claims and demands as well as claims that have been reduced to a judgment. Further, “expenses” is specifically defined to include attorney fees and other expenses incurred by the indemnitee. The claim need not be caused by the insured’s negligence, but merely “arise” out of or “result” from the indemnitor’s work. The phrase “arising out of” is frequently construed extremely broadly as meaning causation-in-fact” that is “but-for” causation.¹²

The next clause limits the scope of the damages that are covered by the agreement to “bodily injury, sickness, disease or death, or to injury to or destruction of tangible property”. Thus, design defects within the project itself are outside the indemnity agreement.¹³

The next clause, “[b]ut only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable...”, limits the liability of the indemnitor in two ways. First, the liability to the indemnitor must result from losses caused by the indemnitor or one of its subcontractors or employees. Second, indemnitor is only responsible for reimbursing the indemnitee for the portion of the indemnitee’s liability resulting from the indemnitor’s negligence. Thus, the duty to indemnify is more contribution than indemnity and limited to the indemnitor’s comparative fault.¹⁴

The next clause, “[r]egardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder...”, is intended to prevent an indemnitor from arguing that the contributory negligence of one of the indemnitees bars indemnity.

The final clause, “[s]uch obligation shall not be construed to negate, abridge, or

“Rising Leader Academy”



Jan. 23, 2019

MDC/Strategy Horse 1st Module

Feb. 20, 2019

MDC/Strategy Horse 2nd Module

March 20, 2019

MDC/Strategy Horse 3rd Module

May 1, 2019

MDC/Strategy Horse 4th Module

reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18”, is designed to preserve the indemnitor’s rights outside the express indemnity agreement, such as equitable indemnity, in the event the indemnity clause is stricken by a court.

6. Conclusion

Indemnity agreements perform the beneficial purpose of allocating risk prior to a project, usually to the party best able to control the risk. In construction contracts this usually flows downstream, from owner to general contractor to subcontractor. The indemnity agreement generally found in AIA documents indemnifies a broad group of parties, for an expansive set of eligible claim-types. However, it is limited to negligent acts and the damages that flow from those acts. Understanding the risk allocation process prior to the project is critical to prevent unwelcome surprises.

Steven E. Leder and Tom W. Hale are principals in Leder & Hale, PC. Mr. Leder focuses his practice on insurance coverage litigation. Mr. Hale focuses his practice in representing construction and auto companies and defending companies and individuals in toxic torts.

¹⁰ *Brooks v. Juddlau Contracting, Inc.*, 11 N.Y.3d 204, 210, 898 N.E.2d 549, 552 (2008) (“the phrase...“to the fullest extent permitted by law” limits rather than expands a promisor’s indemnification obligation”); cf. *Nerenhausen v. Wasco Mgmt. Corp.*, 2017 WL 1398267, at *5 (D. Md. Apr. 18, 2017) (*dicta*) (agreement doesn’t mention the indemnitee’s sole negligence, but requires a broad reading)

¹¹ The clause provides not only for indemnity but that the owner be held harmless. While indemnity means an indemnitor agrees to reimburse and indemnitee for losses resulting from a claim brought by a third-party. A hold harmless provision is an agreement that one party will not make claims against another party. So the indemnitor agrees both to reimburse the indemnitee and to refrain from bringing claims against the indemnitee. However, courts generally do not distinguish between indemnity and hold harmless provisions. See e.g. *O’Brien & Gere Engineers, Inc. v. City of Salisbury*, 222 Md. App. 492, 526, 113 A.3d 1129, 1149 (2015), *aff’d*, 447 Md. 394, 135 A.3d 473 (2016) (“Indemnity obligations, whether imposed by contract or by law, require the indemnitor to hold the indemnitee harmless from costs in connection with a particular class of claims...”); *First National Bank v. Bankers’ Trust Co.*, 151 Misc. 233, 271 N.Y.S. 191, 197 (1934) (“Hold harmless” means to fully compensate the indemnitee for all loss or expense.)

¹² See, e.g., *Mass Transit Admin. v. CSX Transp., Inc.*, 349 Md. 299, 708 A.2d 298, 307 (Md.1998); *N. Assurance Co. of Am. v. EDP Floors, Inc.*, 311 Md. 217, 533 A.2d 682, 688-89 (Md.1987); *Nat’l Indem. Co. v. Ewing*, 235 Md. 145, 200 A.2d 680, 682 (Md.1964).

¹³ *Bd. of Managers of 125 N. 10th Condo. v. 125North10, LLC*, 51 Misc. 3d 585, 595, 25 N.Y.S.3d 825, 834 (N.Y. Sup. 2016).

¹⁴ *Nusbaum v. City of Kansas City*, 100 S.W.3d 101, 106-107 (Mo. 2003); *Dillard v. Shaugbnessy, Fickel & Scott Architects, Inc.*, 884 S.W.2d 722, 724-25 (Mo. Ct. App. 1994); *MSI Constr. Managers, Inc. v. Corvo Iron Works, Inc.*, 208 Mich.App. 340, 527 N.W.2d 79, 81 (1995); *Bruegelmann v. Horizon Dev. Co.*, 371 N.W.2d 644, 646 (Minn.App.1985).

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MDC's Fall 2018 Deposition Bootcamp

On Monday, November 26th MDC held its highly regarded **Deposition Bootcamp** at the Baltimore offices of Miles & Stockbridge, PC. **Chris Jeffries**, **Colleen O'Brien** and **Jeff Wettengill** worked tirelessly to put together this successful event. MDC also thanks **Andrew Gaudreau** who recently left private practice to join the Maryland Attorney General office.

The morning began with presentations by leading attorneys on key points of interest for defense lawyers. **Dwight Stone** of Miles & Stockbridge spoke about special considerations when preparing for and taking the deposition of fact witnesses. **Mike Dailey** of Schmidt, Dailey & O'Neill instructed on the important role of expert witness depositions. And, **Tina Billiet** of Waranch & Brown explained the intricacies of preparing and defending the corporate representative for deposition.

During lunch, **Judges Dennis Robinson** of the Baltimore County Circuit Court and **Martin Welch** of MDC sponsor **The McCammon Group** (retired Baltimore City Circuit Court judge) discussed the role of depositions at trial and provided tips to the participants about taking and defending depositions. **Chris Jeffries** of Kramon & Graham and **John T. Sly** of Waranch & Brown moderated the discussion.

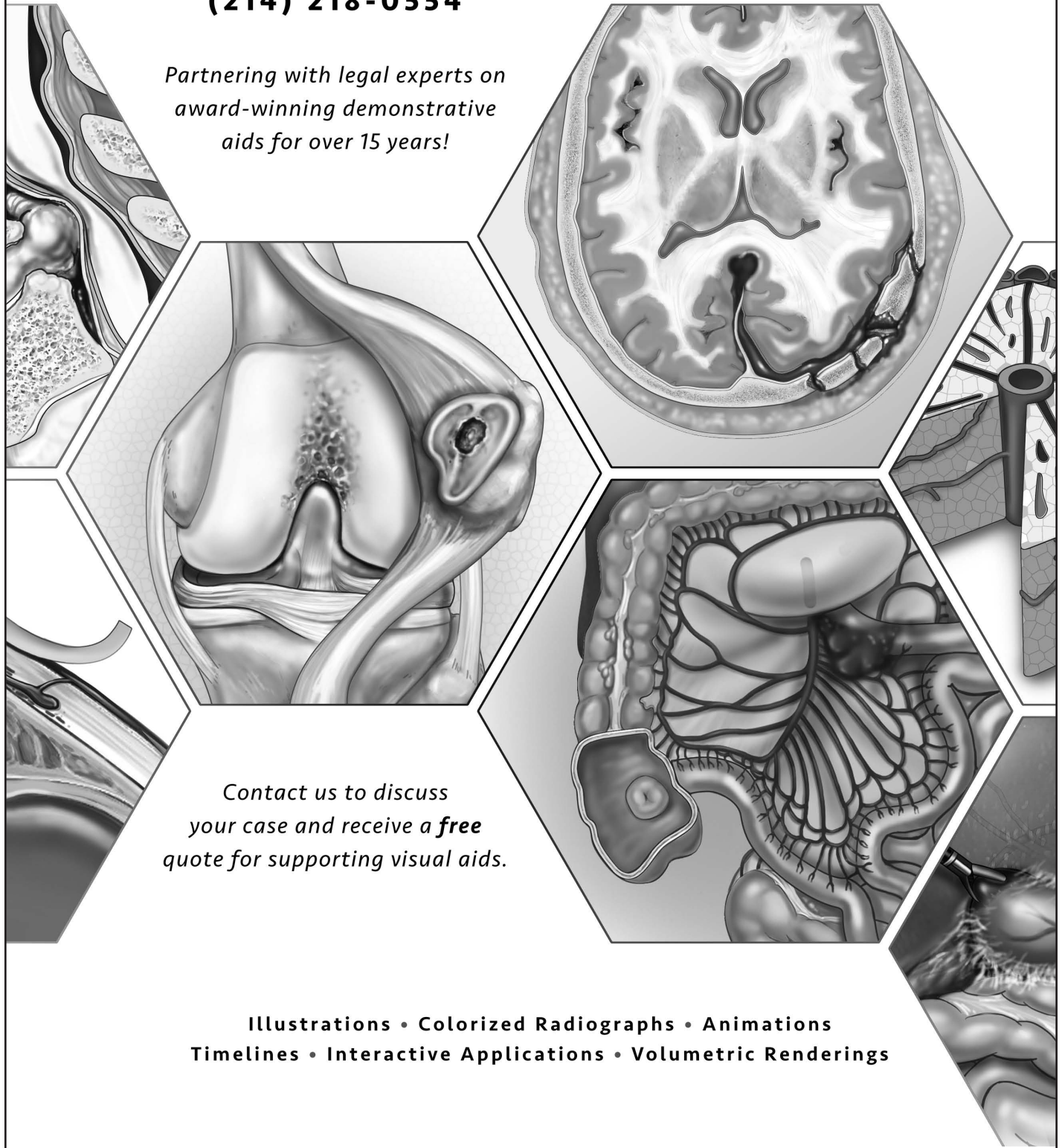
The afternoon session resumed with participants breaking up into small groups where they practiced questioning witnesses provided by MDC sponsors, **Rimkus** and **Exponent**. Each small group was led by an experienced attorney. MDC wishes to thank **Tom Bernier**, **Phil Franke**, **Natalie McSherry**, **Harry Johnson**, **Susan Preston**, **John T. Sly**, **Angela Russell** and **Ed Buxbaum** for donating their time and effort to serve as group moderators.



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Best Practices for Healthcare Facilities in Preventing Workplace Violence and Liability

Brian M. Cathell & Kathryn D. Jackson



In recent years, workplace violence has reached alarming numbers. More than 2 million Americans report being victims of violence in the workplace each year.¹ For healthcare workers and facilities, these numbers are even higher. In fact, the number of incidents in the healthcare field is four times those of other industries.² It is no surprise that healthcare facilities come with great risk — providing care can often mean treating patients with histories of mental health problems, under significant stress, or those under the influence of drugs. Because of the high degree of sensitivity in the healthcare field, it is of the utmost importance that facilities and providers prepare adequately to prevent these events and to understand potential liability if an incident occurs.

Preventing Violence

Healthcare facilities can best prevent instances of workplace violence by identifying potential threats and by implementing policies and procedures in case of an emergency.

First, facilities should make it a priority to train their staff to identify what conditions and behaviors could classify a patient as a violent threat. While these types of patients are more easily identified in nursing or mental health facilities, all institutions should pay special attention to patients that exhibit warning signs of violence. Patients that are uncooperative, frequently complaining about staff, or challenging their care are particularly notable. Other warning signs include: restlessness, verbal aggression, inappropriate sexual behavior, confusion, or socially withdrawn behaviors. It is also important

to keep in mind the diagnosis or history of each patient—those with history of criminal violence, cognitive impairment or dementia may be more prone than other patients to commit acts of violence.

More than seventy-five percent of perpetrators of instances of mass violence have made concerning statements or exhibited risky behavior prior to their attacks.³ Thus, in making identification a high priority, many of these events can be prevented. Take special care to train anyone in contact with a par-

ticularly concerning patient to recognize the signs and have a policy in place to report and monitor risky patients carefully.

In addition to patients, workplace violence in healthcare institutions may also be committed by employees or third parties — most often motivated by personal or domestic issues. These types of attacks are often motivated by personal “stressors” such as: family or romantic relationships (deaths, divorces, abuse etc.), personal insta-

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Editors' Corner

We are privileged to publish this Winter edition of MDC's *The Defense Line*. As you can see, MDC has been busy these past few months. From legislative meetings and judicial selections to leadership, networking, and mentoring young lawyers, there are plenty of opportunities for you to get involved with MDC. Please feel free to reach out of any of the board members for further information. Additionally, the editors would like to thank the following individuals for their substantive contributions for this edition: **Steven E. Leder, Esq.** & **Tom W. Hale, Esq.** of Leder & Hale, PC, **Brian M. Cathell, Esq.**, **Joan Cerniglia-Lowensen, Esq.**, and **Kathryn D. Jackson, JD**, Pessin Katz Law.

This year, the editors are committed to highlighting the people who matter most to our organization: YOU, the members of MDC. We want to celebrate with you and share your victories, promotions, and recognitions. We are also looking for articles and case updates for publication and will accept those submissions at any time.

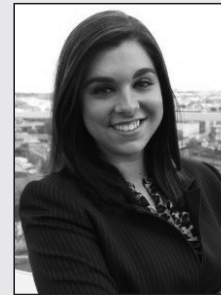
We hope that you enjoy this edition of *The Defense Line*. If you have any comments, suggestions, or would like to submit material for a future publication, please contact one of the editors below. We look forward to hearing from you.



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¹ See *Is Your Workplace Prone to Violence?*, National Safety Council, <https://www.nsc.org/work-safety/safety-topics/workplace-violence> (last accessed Sept 19, 2018).

² See *Preventing Workplace Violence*, Occupational Safety and Health Administration https://www.osha.gov/dsg/hospitals/workplace_violence.html (last accessed Sept 19, 2018).

³ See *Mass Attacks in Public Spaces*, United States Secret Service National Threat Assessment Center (March 2018).

⁴ *Id.*



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(WORKPLACE VIOLENCE) Continued from page 11

bility (such as finances or health concerns), or work environment (bullying, terminations, or filing grievances).⁴ These types of perpetrators may be more difficult to audit. While healthcare workers are experienced in monitoring patients, this rather requires staff members to observe and report each other or for individuals to report confrontations with others in their personal lives that may give rise to violence. Because of the sensitive nature of these relationships, putting into place policies regarding anonymity may help to encourage disclosing threats. While these types of identifications may not come second nature to many healthcare professionals, it is also important to educate staff about the preventability of these types of incidents in order to encourage watchfulness and reporting.

Once a threat has been identified, prevention plans can begin. Proper procedure may range from simply monitoring the threat more closely to alerting law enforcement. Another option is to file for a workplace violence restraining order, which can prevent the suspect from entering the facility or approaching employees/patients. Almost every state recognizes some type of workplace violence restraining order, and courts generally require a “credible threat of violence” be shown by clear and convincing evidence.⁵ This may be a difficult burden to satisfy for aggressors who are more subtle in their alarming behavior. Maryland law is surprisingly thin in this area and does not include any workplace-specific protections. However, a general peace order⁶ would still be applicable to any workplace threats and prescribes a less burdensome standard. Victims of workplace threats must prove by a preponderance of the evidence that they suffered abuse, stalking, harassment or imminent fear of bodily harm.⁷

Even when threats are identified and reported, it is still of the utmost importance that facilities have procedures in place in the event an incident actually occurs. Active shooter drills are the most common way to train staff for these types of events and can be valuable tools in preparing employees to care for patients, evacuate the building, and communicate with other staff or police during an emergency.

JUDICIAL SELECTIONS UPDATE

The Judicial Selections Committee had the pleasure of interviewing candidates for the Circuit Court for Montgomery County as well as the Circuit Court for Howard County. The Committee also interviewed candidates for the Court of Special Appeals (Seventh Appellate Judicial Circuit — Montgomery County and At-Large).

The Judicial Selections Committee is committed to identifying and supporting qualified, experienced and diverse judicial candidates who will ensure the fair and efficient administration of civil justice in Maryland’s court system and especially candidates who understand and appreciate the needs and interests of the MDC and its members’ clients. The Committee is always looking for new members. If you are interested in participating, please provide MDC with your e-mail addresses and someone will be happy to follow-up with you.

James R. Benjamin, Jr. (jbenjamin@gfrlaw.com)

Winn C. Friddell (wfriddell@bodie-law.com)

Potential Liability

Liability for these types of incidents arises from a duty of care. That is, a healthcare facility has a duty of care to protect people from injuries that are “reasonably foreseeable.” Facilities that fail to identify threats that should have been known or that fail to train staff for foreseeable emergencies may establish a duty of care imposing liability.

While this type of liability may be obvious to those in the healthcare field, there is an even more common scheme of liability emerging — for breach of duty to warn. While a duty to warn others about possible violent tendencies of patients may seem at odds with HIPAA to healthcare professionals, recent cases have exposed a possible vulnerability for healthcare facilities that is important to note when designing and implementing a workplace violence policy.

Most commonly brought against mental health facilities, “failure to warn” lawsuits have been gaining traction in recent years in some jurisdictions. Incidents where a discharged patient or terminated employee, known by the facility to be potentially violent, later harms a third party most commonly give rise to these types of suits. In Maryland and many other states, mental health providers are required to report patients that make

credible threats of violence against readily identifiable victims.⁸ However, more recently, a small minority of courts have broadened the duty to encompass any third party that is “reasonably foreseeable” or within the “zone of danger.”⁹

With the rising statistics of workplace violence across the country, the scope of liability arising from these events will inevitably expand as well. As healthcare providers, patient safety is always the number one priority. It is imperative that providers have specific procedures in place to protect patients and employees from harm, and also to protect themselves from liability.

Note: This article appeared previously at pklaw.com on October 1, 2018.

Brian M. Catbell is a Member in the Firm’s Medical Malpractice Defense Group. He has considerable experience defending medical malpractice cases, as well as defending physicians and other health care providers in various administrative forums. Prior to moving to civil litigation, Brian was an Assistant State’s Attorney for Baltimore County where he tried hundreds of cases to verdict. Brian can be contacted at 410-339-6771 or beatbell@pklaw.com.

Kathryn Jackson is a law clerk at PK Law. She recently graduated with her Juris Doctorate degree from the University of Maryland Carey School of Law. Upon being sworn in to the Maryland Bar she will transition to a position as an Associate of the firm.

⁵ See *Fuchs v. Riverbend Assisted Living*, 59 N.E.3d 269, 273 (Ind. Ct. App. 2016) (discussing a credible threat of violence under the state standard that defines it as “a knowing and willful statement or course of conduct that does not serve a legitimate purpose and that causes a reasonable person to fear for the person’s safety or for the safety of the person’s immediate family.”).

⁶ Or a protective order, should the threat be a domestic matter.

⁷ Md. Code Ann., Cts. & Jud. Proc. § 3-1505.

⁸ See Md. Code Ann., Cts. & Jud. Proc. § 5-609; see also *Dawe v. Dr. Retwen Bar-Levau & Assocs., P.C.*, 780 N.W.2d 272, 278 (Sup. Ct. Mich. 2010) (establishing duty to warn for mental health professionals when patient makes threat of violence against “reasonably identifiable third person” and has apparent intent and ability to carry out threat); See also *Emerich v. Philadelphia Ctr. for Human Dev., Inc.*, 720 A.2d 1032, 1040-41 (Sup. Ct. Pa. 1998) (stating that psychotherapist has duty to warn only when specific and immediate threat of serious bodily injury has been made against “specifically identified or readily identifiable victim.”).

⁹ See *Kuligowski v. Brattleboro Retreat*, 156 A.3d 438 (Sup. Ct. Vt. 2016) (broadening the “duty to warn” for healthcare professionals).

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Maryland Election Results

John Stierhoff & John T. Sly



2018

was one of the most hotly contested off-year elections in modern political history. Not only was the U.S. Senate and House of Representatives up for

grabs, right here in Maryland we saw a great deal of change.

In Baltimore County, the four sitting judges were re-elected. But, in Carroll and Harford counties, sitting judges lost to challengers. Maria Oesterreicher defeated Richard Titus in Carroll County while Diane Adkins defeated Lawrence Kreis in Harford County.

With regard to Maryland's Congressional Delegation, the only new face is David Trone (D), who defeated Amie Hoeber (R) in Maryland's 6th congressional district. This seat is currently held by John K. Delaney, who chose not to run for another term. It is also the subject of a recent federal court decision (2-1 on the three judge panel) that found the district must be redrawn because it allegedly was gerrymandered to favor Democrats. All other Congressional incumbents prevailed, as well as Senator Ben Cardin.

With regard to the races on the State level, see the below Overview of some of the closely-watched races.

Governor

- **Governor Larry Hogan (R)** won a second term defeating Ben Jealous (D) — only the second time in Maryland history that a Republican governor has been elected to a second term (and final term due to term limits). The last time this happened was in 1954 when Governor McKeldin won a second term. Strong Democratic crossover voting helped to ensure the Governor's victory. He was supported by 44.5% of voters in Montgomery County (the first time a Republican gubernatorial candidate exceeded 40% since 1994) and was supported by 31.8% of voters in Baltimore City (a 10% increase from 2014).

County Executive Races

Democrats flipped two seats from Republican to Democrat in Anne Arundel County and Howard County. A few other races of note:

- **Anne Arundel County:** Stuart Pittman (D) defeated incumbent Steve Schuh (R).
- **Baltimore County:** Johnny Olszewski (D) defeated Al Redmer (R), Maryland Insurance Commissioner.
- **Frederick County:** incumbent Jan Gardner (D) defeated Delegate Kathy Afzali (R).
- **Harford County:** incumbent Barry Glassman (R) defeated Maryann Forgan (D).
- **Howard County:** Calvin Ball (D) defeated incumbent Allan Kittleman (R).
- **Montgomery County:** Marc Elrich (D) defeated both Nancy Floreen (D/I) and Robin Ficker (R).
- **Prince George's County:** Angela Alsobrooks (D) (she ran unopposed).

Expert Information Inquiries

The next time you receive an e-mail from our Executive Director containing an inquiry from one of our members about an expert, please respond both to the person sending the inquiry and Mary Malloy Dimaio (mmd@cls-law.com). She is compiling a list of experts discussed by MDC members which will be indexed by name and area of expertise and will be posted on our website. Thanks for your cooperation.

Maryland Senate

There will be 17 new members of Maryland's Senate. Republicans netted 1 additional seat in the Senate (4 short of the number needed to remove the Democrats' veto-proof majority). The Senate will now be comprised of 32 Democrats and 15 Republicans. Highlights below:

- **District 38/Lower Eastern Shore:** Delegate Mary Beth Carozza (R) defeated incumbent Senator Jim Mathias (D).
- **District 42/Baltimore County:** Delegate Chris West (R) defeated Robbie Leonard (D).
- **District 9/Carroll & Howard:** Katie Fry Hester (D) appears to have defeated incumbent Gail Bates (R) by 154 votes.
- **District 3/Frederick:** incumbent Ron Young (D) defeated Craig Giangrande (R).
- **District 30/Anne Arundel:** Sarah Elfreth (D) defeated former Delegate Ron George (R).
- **District 8/Baltimore County:** incumbent Kathy Klausmeier (D) defeated Delegate Christian Miele (R) by 554 votes.

There will be quite a bit of turnover in Senate leadership beginning with the 2019 session. Senator Bobby Zirkin is the only returning chairman (Judicial Proceedings — and one we appear before) and all Senate committees will have new Vice-Chairs:

Budget and Taxation: Nancy J. King (D, Montgomery County) Chair; William C. "Bill" Ferguson (D, Baltimore City) Vice Chair.

Education, Health & Environmental Affairs: Paul G. Pinsky (D, Prince George's Co.) Chair; Shirley Nathan-Pulliam (D, Baltimore City & Baltimore County) Vice Chair.

Finance: Delores G. Kelley (D, Baltimore Co.) Chair; Brian J. Feldman (D, Montgomery Co.) Vice Chair.

Judicial Proceedings: Bobby A. Zirkin (D, Baltimore Co.) Chair; William C. Smith (D, Montgomery Co.) Vice Chair.

Maryland House of Delegates

Democrats picked up seats in the Maryland House of Delegates. There will be an influx of 43 new delegates in the 141 member chamber. The House will now be comprised of 99 Democrats and 42 Republicans. There will also be committee leadership changes in the House: Delegate Luke Clippinger is the sole new committee chair (Judiciary — one we appear before through MDC) and the majority of House committees will have new Vice-Chairs.

Continued on page 17

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MDC at DRI



TOYJA KELLEY,
Saul Ewing
PRESIDENT, DRI

For a relatively small state, Maryland punches well above its weight in national legal affairs. Nowhere is that more clearly seen than in the Defense Research Institute (“DRI”).

This year, Toyja Kelley of Saul/Ewing stepped into the role of President

of DRI. Toyja is a former President of MDC and has long been an active member of both MDC and DRI. MDC has also been fortunate to have two of its former Presidents, Robert Scott of Wilson/Elser and John Sweeney of Bradley/Arant, also serve as President of DRI.

DRI’s Annual Meeting was held in San Francisco, California in October. MDC sponsored a reception for Toyja to congratulate him in his new role with DRI. MDC and DRI look forward to a great upcoming year of working together to advance our respective members’ interests and those of our clients.

MDC expresses its sincere thanks to Mike Dailey of Schmidt, Dailey & O’Neill for his service as the outgoing DRI State Representative. He did a great job. We also

welcome MDC’s Immediate Past President, Marisa Trasatti, as our new DRI State Representative. MDC’s relationship with DRI is in great hands.

DRI is the leading national organization of defense attorneys and in-house counsel. DRI is host to 29 substantive committees whose focus is to develop ongoing and critical dialogue about areas of practice. DRI has served the defense bar for more than 50 years and focuses on five main goals:

- **Education:** To teach, educate, and improve the skills of the defense law practitioner.
- **Justice:** To strive for improvement in the civil justice system.

- **Balance:** To be a counterpoint to the plaintiff’s bar and seek balance in the justice system in the minds of potential jurors and on all fields where disputes are resolved.

- **Economics:** To assist members in dealing with the economic realities of the defense law practice, including the competitive legal marketplace.

- **Professionalism and Service:** To urge members to practice ethically and responsibly, keeping in mind the lawyer’s responsibilities that go beyond the interest of the client to the good of American society as a whole.



(MARYLAND ELECTION RESULTS) *Continued from page 15*

Additional highlights:

- **District 3B/Frederick:** Ken Kerr (D) defeated incumbent Delegate William Folden (R).
- **District 9B/Howard:** former County Councilmember Courtney Watson (D) defeated incumbent Delegate Robert Flanagan (R).
- **District 8/Baltimore County:** sending a second Democrat to Annapolis, (in the 2014 election District 8 sent 2 Republicans): incumbent Eric Bromwell (D), Harry Bhandari (D) and former Delegate Joe Boetler (R). Delegate Joe Cluster (R) was defeated.
- **District 30A/Anne Arundel:** sending a second Democrat to Annapolis (in the 2014 election, District 30A elected one Democrat and one Republican) incumbent Michael E. Busch (D) is joined by Alice Cain (D).
- **District 29B/Southern MD:** Brian Cosby (D) defeated incumbent Delegate Deb Rey (R).
- **District 33:** Heather Bagnall (D) defeated incumbent Delegate Tony McConkey (R).
- **District 34A:** Steve Johnson (D) defeated incumbent Delegate Glen Glass (R).

Also of note...

70 women were elected to the Maryland General Assembly comprising 38%. This is an increase from the current 55 women who are members of the General Assembly (29%).

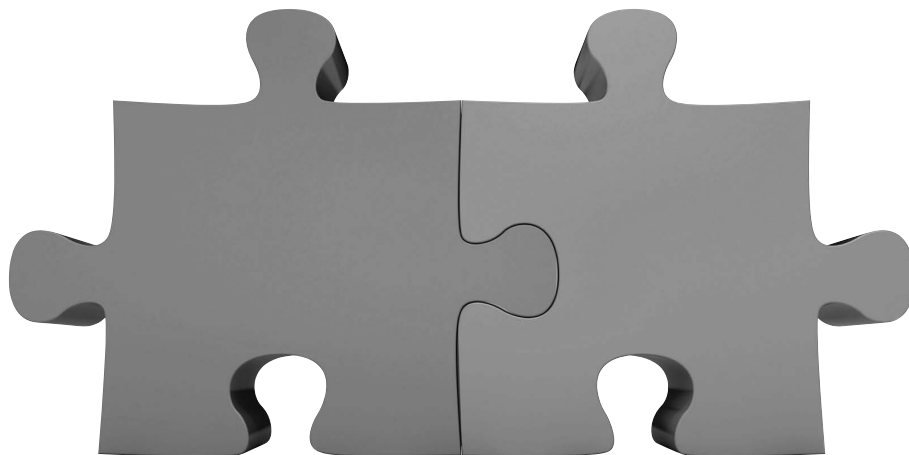
Peter Franchot, the Comptroller of Maryland, received the most votes of *any* candidate in the 2018 General Election.

John Stierhoff is a Partner at Venable, LLP. He is a prominent government affairs attorney whose lobbying practice represents the interests of businesses, health care entities, and numerous trade associations before the Maryland General Assembly, state executive agencies and local Maryland governments.

John Sly is President of MDC and a partner at Waranch & Brown. His practice focuses on the aggressive defense of physicians, health care facilities, and other businesses throughout Maryland.

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A New Form of Opioid Liability: Will Big Pharma be the Next Tobacco Industry?

Joan Cerniglia-Lowensen & Kathryn D. Jackson



The nationwide opioid crisis has changed the way the entire health care industry prescribes painkillers. Health care providers are encouraged to view these medications differently. In the past, providers believed that if a patient truly had pain, if opioids were prescribed, there was little risk of addiction. This approach has proven to be both incorrect and dangerous. Federal and state governments alike are setting forth new standards and regulating prescriptions like never before. As discussed in *Liability of Healthcare Providers in the Wake of Maryland Opioid Crisis*, liability and licensure penalties for prescribers and pharmacists is at its most sensitive peak.

Desperate to confront the crisis at its source, a new litigation strategy has emerged. This strategy includes attempting to hold both the prescriber and the pharmaceutical company responsible civilly. The United States is no stranger to these types of suits. Suits began against the tobacco industry as early as the 1950s, and eventually culminated in the Master Settlement Agreement in 1998. The suits were commenced by state governments and alleged that the companies' deceptive trade practices ultimately caused widespread tobacco-related health problems. The settlement agreement required the companies to pay \$365.5 billion and submit to stricter oversight by the FDA, including warning labels and advertising regulations.¹

Does the success of tobacco litigation mean pharmaceutical companies should be overly concerned? Not necessarily. These types of lawsuits in response to nationwide crises are not always an easy path for Plaintiffs. Consider the attempt by plaintiffs to hold gun manufacturers liable for mass shootings. In the late 1990s and early 2000s, many state government attempted to con-

front the problem of rising gun violence as they did with the tobacco industry. These attempts were made to hold manufacturers accountable. However, in 2005, Congress passed the Protection of Lawful Commerce in Arms Act (PLCAA), which protected the gun and ammunition manufacturing industry from civil liability for crimes resulting from the criminal misuse of their products.²

Although the overall path this litigation will take has yet to be revealed, it is certain that state governments are steadily continuing the effort. Hundreds of lawsuits have been filed by state and local governments thus far, and the President has even spoken publically encouraging the Justice Department to follow suit.³ Although there are many differences between the suits in terms of venue, several commonalities in allegations and defendants may encourage pharmaceutical companies to propose a consolidation or master settlement in the future.

In *City of Los Angeles v. Purdue Pharma et al.*, filed in May of this year, the Plaintiff's complaint alleged four counts: (1) public nuisance, (2) violation of Racketeer Influenced and Corrupt Organizations Act (RICO), (3) negligence, and (4) negligent misrepresentation.⁴ These claims are generally representative of the other complaints filed in various states. Some plaintiffs, like the City of Philadelphia, for example, have also alleged violations of state consumer protection laws.⁵ Perhaps one of the most inclusive of the state court pleadings, the County of Nacogdoches, Texas brought ten separate counts- also adding allegations of unjust enrichment, common law fraud, and gross negligence.⁶

The perfect storm is definitely brewing in federal court, however, where over 62 similar cases against pharmaceutical companies have been consolidated in Northern District of Ohio. Two Maryland cases, filed by Montgomery and Cecil counties, were joined as tag-along consolidations in early 2018. Currently the court is still hearing motions opposing the consolidation and has

The MDC Expert List

The MDC expert list is designed to be used as a contact list for informational purposes only. It provides names of experts sorted by area of expertise with corresponding contact names and email addresses of MDC members who have information about each expert as a result of experience with the expert either as a proponent or as an opponent of the expert in litigation. A member seeking information about an expert will be required to contact the listed MDC member(s) for details. The fact that an expert's name appears on the list is not an endorsement or an indictment of that expert by MDC; it simply means that the listed MDC members may have useful information about that expert. MDC takes no position with regard to the licensure, qualifications, or suitability of any expert on the list.

To check out the **MDC Expert List**, visit www.mddefensecounsel.org and click the red "Expert List" button in the left hand corner of the home page or access it from the directory menu.

yet to hear the issues. However, with the number of cases being brought and subsequently consolidated, it undoubtedly appears state governments are not backing down on holding pharmaceutical companies responsible.

In anticipation of this litigation, at least one insurance company has gone on the offensive. Travelers Insurance has obtained

Continued on page 21

¹ See *Master Settlement Agreement*, Public Health Law Center at Mitchell Hamline School of Law <http://www.publichealthlawcenter.org/topics/tobacco-control/tobacco-control-litigation/master-settlement-agreement> (last accessed Sept 21, 2018).

² 15 U.S.C. §§ 7901-7903.

³ See Rebecca Ballhaus, *Trump Calls On Justice Department to Sue Opioid Companies*, Wall Street Journal (August 16, 2018) <https://www.wsj.com/articles/trump-encourages-justice-department-to-sue-opioid-companies-1534438160>

⁴ La case

⁵ *City of Philadelphia v. Allegan PLC et al.*, No. 002718 (Pa. Com. Pl. 2018).

⁶ *County of Nacogdoches v. Purdue Pharma L.P. et al.*, No. C1833767 (Tex. Dist. 2018).

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Legislative Stakeholder Meeting

Maryland Defense Counsel (“MDC”) has been actively engaged in the Maryland Legislature for a number of years. MDC regularly leads the charge on bills that will impact the interests of our members and clients.

We expect the upcoming legislative session to be one of great change and activity. Almost a third of the Legislature will be new.

In an effort to anticipate bills of interest, MDC recently sponsored a defense coordination meeting with all of the major stakeholders in the area of medical malpractice. In attendance for MDC were: Nikki Nesbit of Goodell/DeVries who serves as Co-Chair of MDC’s Legislative Committee and is a former President of MDC, John Stierhoff of Venable who is retained as MDC’s Legislative Consultant, Chris Boucher who served as former President of MDC and works closely with the Legislative Committee, Gardner Duvall of Whiteford/Taylor who is a former President of MDC and has worked regularly on legislative issues, Michelle Mitchell of Wharton/Levin who currently serves as MDC’s PAC Treasurer, Christina “Tina” Billiet of Waranch & Brown who is an active member of MDC, and John T. Sly of Waranch & Brown who currently serves as President of MDC and is the Executive Branch Liaison.

The meeting addressed bills that the defense is particularly interested in and anticipated legislative efforts of the plaintiff’s bar. Please feel free to contact John T. Sly at jsly@waranch-brown.com for information on specific bills of interest.



(OPIOID LIABILITY) *Continued from page 19*

two judgements in two jurisdictions finding that it has no duty to defend its insured pharmaceutical companies for their role in the opioid crisis.⁷ Although the case in California state court is still on appeal, and the other decision by the Eleventh Circuit is unreported, these decisions certainly could be the beginning of a trend of refusing coverage in the upcoming momentous federal litigation.

Prudent pharmaceutical companies will make certain that their insurance contracts provide defense and indemnity for these suits. Though the future is uncertain regarding these suits, it is clear that the issue will continue to be litigated in various jurisdic-

tions at a costly amount.

Note: This article appeared previously at pklaw.com on September 25, 2018.

Joan Cerniglia-Lowensen is a Member with Pessin Katz Law, P.A. (PK Law). She has close to twenty five years of civil litigation experience throughout the State of Maryland in both state and federal courts. Prior to becoming an attorney, Ms. Cerniglia-Lowensen was a registered nurse achieving both a BSN and a MS with a major in nursing. As an attorney, she primarily practices in the health care defense field. She defends nurses, doctors, veterinarians, dentists, healthcare providers, healthcare facilities, mental healthcare workers, urgent care facilities and nursing homes in medical malpractice

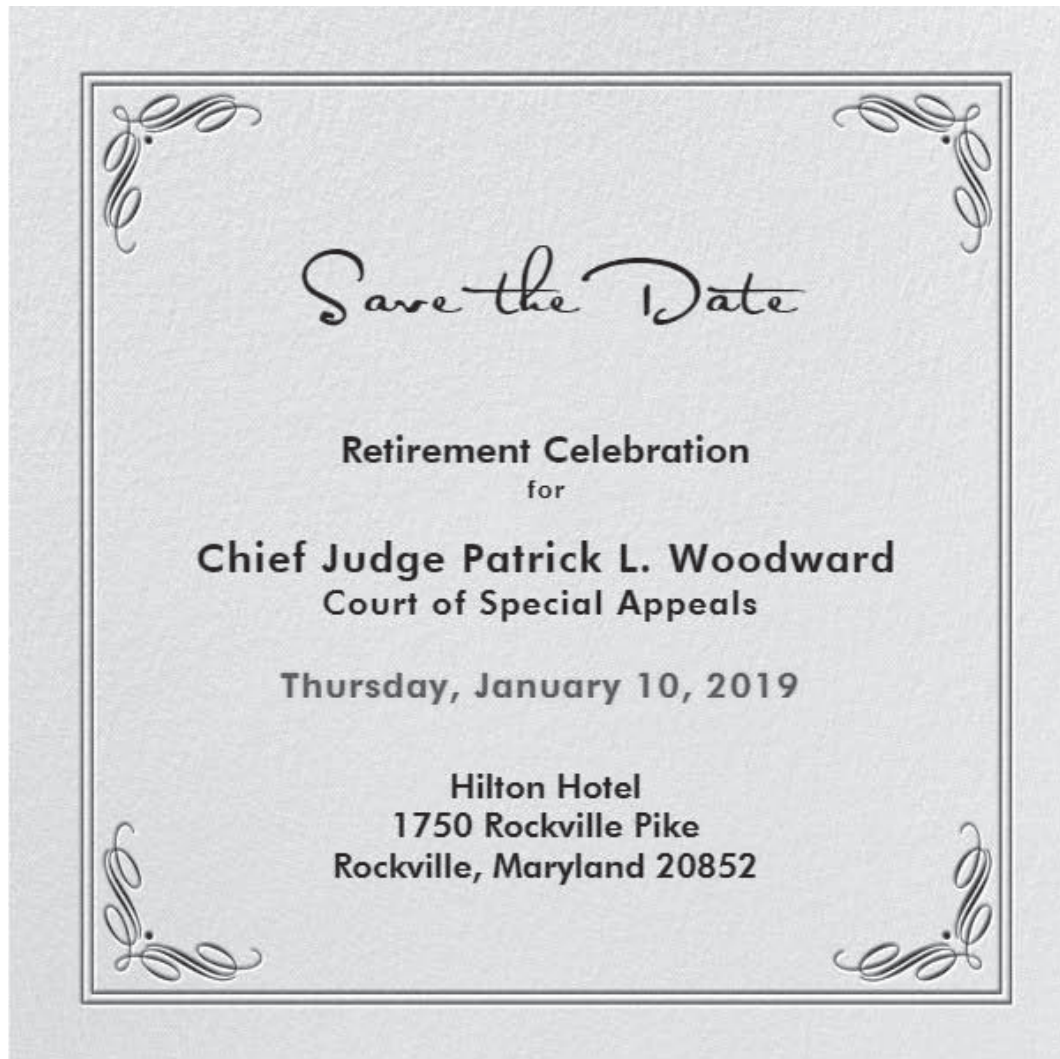
matters; professional liability and tort claims; and disciplinary actions before various regulatory boards. She provides risk management advice to a variety of healthcare entities, insurers and individuals and continuing education to healthcare workers and entities; and has been published in both journals and texts on issues of risk management and liability of healthcare professionals. She also defends individuals and entities in a variety of civil litigation matters. She can be reached at 410-339-6753 or jclowensen@pklaw.com.

Kathryn Jackson is a law clerk at PK Law. She recently graduated with her Juris Doctorate degree from the University of Maryland Carey School of Law. Upon being sworn in to the Maryland Bar she will transition to a position as an Associate of the firm.

⁷ See *Traveler’s Property Casualty Co. of America v. Actavis, Inc. et al.*, 16 Cal.App.5th 1026 (2017); see also *Traveler’s Property Casualty Co. of America v. Anda, Inc. et al.*, 658 Fed.Appx. 955 (11th Cir. 2016).

SEE PHOTOS FROM PAST EVENTS AT MDDEFENSECOUNSEL.ORG/GALLERY





MDC UNSUNG HEROES



CHRISTOPHER LYON, *PARTNER*
Simms/Showers LLP

Running a non-profit legal association takes the work of many unsung heroes. I would like to take this opportunity to highlight one of those hard-working people who help to make MDC successful:

Christopher Lyon of Simms/Showers serves as Chair of the MDC Sponsorship Committee. He does a fantastic job communicating with our sponsors and coordinating their active participation in our activities. Chris is always willing to follow leads to develop new relationships with potential sponsors. The support of our sponsors is critical to MDC's operations and Chris is vital to our sponsorship program's success.

Chris is a Partner in the Baltimore Office of Simms/Showers. In his practice, he represents businesses and professionals in the areas of intellectual property protection and employment law. His practice includes counseling clients on the protection of trademarks, copyrights and trade secrets. He also prosecutes, and defends, infringement actions involving the unauthorized and unlawful use of intellectual property as well as other claims involving unfair or deceptive trade practices and complex business disputes.

— John T. Sly, *President MDC*

SPOTLIGHTS



Neal Brown of **Waranch & Brown** was recently elected to the American College of Trial Lawyers.



Andrew Gaudreau, formerly of **Leder & Hale**, recently joined the Maryland Attorney General Office.



Thomas Cullen with **Goodell, DeVries, Leech & Dann, L.L.P.** was inducted into the American College of Trial Lawyers.



Peggy Fonshell Ward of **Ward & Herzog** achieved a defense verdict for a custom home builder in the Circuit Court for Prince George's County in September 2018. The plaintiff homeowners waited until the end of the one year warranty period to claim that there were multiple defects in their new home, with a proposed repair cost of \$380,000, more than one half the original cost of the home.

The complaint made claims of breach of contract, negligence, fraud, negligent misrepresentation, and breach of the Consumer Protection Act. The builder's expert conceded that there were four areas of work, within the warranty, that needed attention, with a cost value of approximately \$25,000. During the course of trial, the court granted motions for judgment on all but the breach of contract claim. The builder asserted that he had met the contract to build the house and that he had tried to honor the warranty but the homeowners would not let him. The jury returned a defense verdict that the builder had not breached the contract.



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Jan. 23, 2019 — MDC/Strategy Horse 1st Module

Feb. 20, 2019 — MDC/Strategy Horse 2nd Module

March 20, 2019 — MDC/Strategy Horse 3rd Module

May 1, 2019 — MDC/Strategy Horse 4th (final) Module

MDC 2018–2019 PROGRAMS

June 20, 2018, Noon **Lunch and Learn**

 Accident Reconstruction
 Location: Semmes Bowen & Semmes
 Speaker: Tracie Eckstein
 Sponsor: Rimkus

July 18, 2018, Noon **Lunch & Learn**

 Social Media & Record Canvassing
 Location: Semmes Bowen & Semmes
 Sponsors: American Legal Records and Social Detection

Sept. 25, 2018, 5:30pm **Past President’s Reception**

 Location: Miles & Stockbridge

Oct. 25, 2018, Noon **Lunch & Learn**

 Expert Retention and Assessment
 Location: Miles & Stockbridge
 Sponsor: RTI

OCT. 23, 2018 **1st DEFENSE LINE ISSUE**

Nov. 26, 2018
8:30am – 5pm **Deposition Bootcamp**

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12/11/18 **2nd DEFENSE LINE ISSUE**

Jan. 22, 2019, 5pm **MDC Legislative Dinner**

 Location: Ruth’s Chris

Jan. 23, 2019, 5:30pm **MDC/Strategy Horse 1st Module**

 Location: Miles & Stockbridge

Jan. 24, 2019 **MDC/VA/DC (DRI) social event**

 Location: Silver Spring area

Feb. 20, 2019, 5:30pm **MDC/Strategy Horse 2nd Module**

 Location: Miles & Stockbridge

Feb. 27, 2019, Noon **Lunch & Learn**

 Corporate Representative Depositions
 Location: Goodell/Devries

MARCH 12, 2019 **3rd DEFENSE LINE ISSUE**

March 20, 2019, 5:30pm **MDC/Strategy Horse 3rd Module**

 Location: Miles & Stockbridge

April 18, 2019, 8:30am **High profile speaker event**

 Location: Miles & Stockbridge

April 20, 2019, 11:30am – 1:30pm

Happy Helpers for the Homeless (Volunteer opportunity)
 Location: 1550 Catons Center Drive, Halethorpe, MD

May 1, 2019 **MDC/Strategy Horse
4th and final module**

 Location: Miles & Stockbridge

June 5, 2019, 5:30pm **MDC Crab Feast**

 Location: TBA

JUNE 18, 2019 **4th DEFENSE LINE ISSUE**

Visit www.MDdefensecounsel.org/events.html for more details

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