Michael P Sapourn
3824 Craigston Street, Melbourne, Florida 32940
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Curriculum Vitae

Michael P. Sapourn, JD, CIC, CRM
3824 Craigston Street, Melbourne, FL 32940
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Training and Credentials

- ***Bachelor of Arts* (BA) in Economics (with High Distinction) from the University of Virginia**
- ***Juris Doctorem* (JD) from the Georgetown University Law Center**
- ***Member, Florida Bar; District of Columbia Bar***
- ***Certified Insurance Counselor (CIC)…Tenured*.** The National Alliance sponsors The Society of CIC (SCIC). The SCIC, through its various Institutes and seminars, has achieved national recognition as the standard for the education of agency employees and agency principals. Each CIC Institute requires the participant to attend twenty hours of classroom instruction where they teach the details of insurance coverage. CIC Institutes include Business and Personal Life Insurance Planning, Commercial Property, Commercial Casualty, Personal Lines Coverage and Agency Management. CIC Institutes generally focus on the underwriting process and agency management practices, with an emphasis on preventing agent errors and omissions. The CIC designation is awarded after five Institutes have been attended and a passing grade has been earned on each of the five Institute exams. Mr. Sapourn has maintained his CIC designation by attending annual updates in a broad variety of Insurance topics and now enjoys tenured status.
- ***Certified Risk Manager (CRM).*** The National Alliance added this certification to its educational curriculum. Like the CIC designation, Each CRM Institute requires the participant to attend twenty hours of classroom instruction where the details of the risk management process are taught, with the focus on risk identification, risk analysis, risk control, the financing of risk and the administration of a risk control program. The CRM designation is granted after five Institutes have been attended and a passing grade has been earned on each of the five Institute exams. Mr. Sapourn has added this valuable certification to his credentials.
- ***Faculty Member of the National Alliance (sponsor of the Certified Insurance Counselor and Certified Risk Manager curriculum)***
- **From 1990 through 1998 Mr. Sapourn served as a director on the board of the Professional Insurance Agents Association (PIA)**, an organization of independent insurance agents whose mission is to help its members improve in all areas of the agency business. PIA sponsors educational programs in partnership with the SCIC and other insurance educational providers. See http://www.pianet.com/

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Insurance Agency Experience:

- Mr. Sapourn began his career as a full-time independent insurance agent in 1978 with Paul J Sapourn Insurance Associates, Inc., a District of Columbia Corporation with offices located in Bethesda, Maryland. He has maintained his licenses in Property, Casualty, Life and Health Insurance in Maryland, and subsequently in Florida, since 1978. From 1978 until 1987 he served as Commercial Lines Manager of Paul J Sapourn Insurance Associates, Inc. (PJSInc). In 1987 he became President and CEO of PJSInc, a position held until September 1, 2001 when the agency was sold. Under Mr. Sapourn's leadership, the agency won many awards from insurance companies, including some for good management practices. In twenty-three years as an agency principal, Mr. Sapourn has no knowledge of any litigation proceeding or legal complaint filed against PJSInc for Agent's Errors and Omissions.
- In January, 2016, Mr. Sapourn founded Prime-One Insurance Corp, a retail agency located in Indialantic, Florida. He serves as President of that agency.

Investment Adviser Experience:

Diamond Peak Capital, LLC

Chief Compliance Officer, 2009 – 2011

Ran Business Operations and Compliance Department for SEC-Registered Investment Adviser and Commodity Trading Adviser registered with National Futures Association.

- Supervised and implemented all SEC and NFA required regulatory registrations and compliance issues.
- Researched and implemented the impact of Financial Regulation Law (FINREG) on Investment Advisers and Hedge Fund managers.
- Collaborated with attorneys, CPAs and auditors on every aspect of DPC's business.

Sapourn Financial Services, LLC, Bethesda, MD and Melbourne, FL

Chief Executive Officer, 1997 - 2004

Ran Business Operations and Compliance Department for SEC-Registered Investment Adviser.

- Directed and supervised all aspects of business operations.
- Supervised and implemented SEC registration and compliance issues to ensure the integrity of three domestic and one off-shore hedge fund.

- Performed due diligence research on potential managers and investment strategies.
- Navigated company through two SEC audits.

NASD Licenses Held:

- NASD Series 3
- NASD Series 6
- NASD Series 63
- NASD Series 65

Insurance Licenses Held:

- General Lines Property and Casualty Agents License (Maryland, and Florida 2-20)
- Florida Public Adjuster
- Life, Health and Annuity (Maryland)
- Resident Florida Licenses Currently Held: the 2-20 Casualty License; the 2-15 Life and Health Agent License.

Expert Witness Experience:

- Mr. Sapourn has been qualified as an expert in federal and various state courts.

Publications and Cases in Which Mr. Sapourn has Written Opinions, Deposition and/or Court Room Testimony

- 2026 – In the Seventeenth Circuit Court, Volusia County, Florida – on Plaintiff's behalf, testified at Deposition that the insurance agent published special knowledge of insuring apartment properties, failed to advise the Property Manager ("PM") that it had exposures to premises liability claims and, therefore, should have explained that exposure to the PM and provided a quote for premises liability for the PM to consider. The cancellation of a Liability policy at one of the apartments the PM managed resulted in a personal injury Default Judgment of more than $1.600.000. *Storey Mountain, LLC v Town & Country Insurance Agency, Inc.* Case No.: 2025-11844-COCI (17th Circuit Volusia Co, FL).
- 2026 – On Defendant insurance agent's behalf, published an Opinion Report that reasoned the basic standard of care was met when the agent procured a yacht policy with the specific coverage the client requested and had not assumed the elevated duty to advise the client about every exclusion in the policy. *Rich Guys Nockel, Inc. v Casey Alexander Pickett* Csase No.: 1:25-CV-21460-RS (US District Court for the Southern District of Florida in Admiralty)

- 2025 – In the US District Court, Southern District of Florida in Admiralty, testified in Federal Court at Trial on Defendant insurance agent's behalf that the agent met the basic standard of care when procuring a Yacht policy with a Port Restriction Warranty because when coverage was bound, the vessel was deemed unseaworthy by the insurance company. Several repairs to the yacht had to be made before the company would lift the port restriction, which was a clear and unambiguous policy provision. The policyholder took the vessel on a cruise, and it sank. The insurance company denied the claim because of a violation of the Port Restriction Warranty. *AZ55S LLC v. Flinsco.com LLC* Case No.: 0:22-CV-61658-CIV.
- 2025 – In the Thirteenth Judicial Circuit, Hillsborough County Florida, testified at Deposition on Plaintiff's behalf that the insurance agent assumed the duty to properly advise the Plaintiff about the importance of writing "Non-Owned Auto L:iability coverage" because the Plaintiff, a general contractor had no company-owned autos but had a substantial exposure to autos owned by others doing work on the Plaintiff's behalf. *JWH Contracting Svcs Corp v. Dick, Johnson & Jefferson, Inc.* Case No.: 23-CA-005371
- 2024 - In the Eleventh Judicial Circuit, Miami-Dade County, Florida, testified on behalf of Plaintiff at deposition on the legality of rejecting Uninsured Motorists coverage on a commercial auto policy covering a nationwide fleet of approximately 4,000 vehicles. *Lula Technologies, Inc. v Assured Partners, Inc.* Case No.: 2024-011690-CA-01
- 2024 – In the Ninth Judicial Circuit, Orange County, Florida, testified at Deposition on behalf of the Defendant insurance brokerage as to the standard of care when procuring a commercial auto policy. In my opinion the agent had no duty to advise the policyholder to write higher liability limits. The underlying wrongful death claim exceeded the $500,000 policy limit. *Robert Pflug, JR, Personal Representative of the Estate of Arlene Pflug, Assignee of Dale Bezemek & Bezemek Properties, Inc., Inc. v McGriff Insurance Services and Dawn Hastings.*, Case No.: 2022-CA-000820-O.
- 2024 – In the Eighteenth Judicial Circuit, Brevard County, Florida, testified at deposition that USAA's Direct Repair program led to a Bad Faith claim scenario that, when the claim went sideways, the policyholder was discouraged from obtaining help from a public adjuster or an attorney because their names would not appear on checks payable to a Direct Repair contractor. *Yuri Principe & Oscar Correa v. USAA General Indemnity Company*, Case No. 2021-CA-027559.
- 2023-In the Eleventh Judicial Circuit, Dade County, Florida, testified at deposition that the insurance agent breached the basic standard of care when a general liability policy was replaced with one that contained a sub-limit for Assault & Battery coverage where there was no sub-limit in the policy that was replaced. This created a $750,000 uncovered gap in coverage before the excess liability policy would cover such claims. The underlying claim against the plaintiff was brought by the estate of a decedent who was shot to death on one of the

plaintiff's apartment properties. The beach occurred because, in my opinion, the coverage gap was not adequately disclosed. It was also my opinion that the agent assumed the elevated duty to advise. *Tzadik Acquisitions, LLC v Brown & Brown of Florida* Case No.: 2022-002040-CA-01.

- 2023-In the Thirteenth Judicial Circuit, Hillsborough County, Florida, testified in deposition that, in my opinion, the agent breached the elevated duty to advise when he failed to offer a painting contractor Pollution Liability coverage that would have protected the Plaintiff for an uncovered claim when the Plaintiff was overcome by toxic fumes during the painting process. The agent held himself out as "Construction Risk Certified" and, therefore, acquired the elevated duty because of this assertion. *Cynthia Lang, Assignee v David Clements & Heritage Insurance* Case No.: 18-CA-2001.
- 2023-In the United Sates District Court, Southern District, Florida on Defendant's behalf wrote an Opinion Report on behalf of the insurance agent and her agency as to whether the agent breached the basic standard of care when placing insurance on a Yacht that included a Port Restriction due to the condition of the vessel. Lifting the Restriction was contingent on the Plaintiff completing a list of repairs which apparently had been made, but the repairs were not communicated to the agent before the vessel sank during a voyage. No coverage was provided because the Plaintiff violated the Restriction. It was my opinion that the agent did not breach the standard of care. *AZ55S, LLC v. FLINSCO.COM* Case No.: 0:22-CV-61658-CIV-WILLIAMS.
- 2023-In the Fourth Judicial Circuit, Duval County, Florida on Plaintiff's behalf, testified that the insurance agent breached the basic standard of care by failing to exercise reasonable skill and diligence by determining that a Mack Truck with a concrete pump was "Mobile Equipment", not a commercial auto. No physical damage coverage was written on the truck and pump which was totaled in a one-vehicle incident. *Nomad Management Services, Inc. v. David Beck, LLC* Case No.: 1011-CA-001068
- 2021-In the Eighteenth Judicial Circuit, Brevard County, Florida on Plaintiff's behalf testified as to the process developing a Life Insurance book of business as a newly trained salesperson for a large life insurance company. It was my opinion that the Plaintiff had started out very strong before he was temporarily disabled in an auto accident caused by Defendant's negligence. The action was for lost income only. *Kevin O. Andersen v. Robbin A. Berkowitz* Case No.: 05-2018-CA=016972
- 2020-In the Seventeenth Judicial Circuit, Broward County, Florida on Plaintiff's behalf testified that unnecessary delays in settling a sinkhole claim constituted a bad faith claims practice by the Defendant insurance company. *David & Jean Carruthers v. Tower Hill Prime Ins. Co.* Case No.: CACE 15-001849.
- 2019-In the Eleventh Judicial Circuit, Miami-Dade County, Florida on Plaintiff's behalf about the Agent's Standard of care when procuring commercial auto fleet coverage for a family run business. *Jorge Interian, Personal Rep of Estate of*

Anabelle Interian and Jomara Seafood, Inc. v. Gil Garden Avetrani Insurance Group, Case No.: 2017-026613-CA-01.

- 2019-In the Sixth Judicial Circuit, Pinellas County, Florida, on Defendant's behalf testified that the Plaintiff's Certificates of Insurance did not evidence compliance with insurance provisions in the General Services Agreement between the parties. *1010Logic, Inc. v Sean Lucey and Lucey Corp,* Case No.: 2013-11192-CI-8.
- 2019-In the Twentieth Judicial Circuit, Collier County, Florida. On Plaintiff's behalf, testified at Deposition regarding the independent agent's basic standard of care when procuring Business Income coverage with 90% coinsurance when a "no coinsurance" form was proposed. *Boutique Tere, Inc. v. Gulfshore Insurance, Inc.,* Case No.: 17-CA-001618.
- 2018-In the Sixteenth Judicial Circuit, Jackson County, Missouri. On Plaintiff's behalf testified at Deposition regarding the agent's standard of care when writing a personal auto policy without investigating who the proper owner/named insured should be. *Toccara Flaq v. A1 Insurance Sales, Inc.*, Case No.: 1616-CV25227.
- 2018-In the Sixth Judicial Circuit, Polk County, Florida. On Plaintiff's behalf testified at Deposition regarding the life insurance agent's standard of care when selling annuities to senior citizens and the standard of care when presenting and selling a speculative investment to a person who in not an accredited investor. *Jeffrey Forrest O/B/O Marianne Forrest v. Ronald Montgomery*, Case No.: 2016-CA-000951.
- 2018- In the Nineteenth Judicial Circuit, Indian River County, Florida. On Plaintiff's behalf testified at Deposition about the application of the "fraud or concealment" condition in a Homeowners policy and what the insurance company adjuster's standard of care is when only thinly circumstantial evidence might lead company to conclude the policyholder intentionally burned down his home. *Raymond & Carole Villanova v Universal property & casualty Ins. Co.* Case No.: 2016-CA-001291 Nineteenth Judicial Circuit, Indian River County, Florida
- 2018- In the Ninth Judicial Circuit, Orange County, Florida on Plaintiff's behalf, testified that Geico's call-center trainee most likely made a mistake when removing an auto from Plaintiff's policy within 10 minutes of Plaintiff's calling to add the vehicle, resulting in an uncovered claim involving that vehicle several weeks later. *Michael Hutchinson v Geico* Case No.: 2016-CA-9029-0 Ninth Judicial Circuit, Orange County, Florida.
- 2018- In the Nineteenth Judicial Circuit, Indian River County, Florida. On Plaintiff's behalf testified at Deposition about the Insurance Agent's standard of care when the agent prepared an application on behalf of the Plaintiff that included material misrepresentations that the agent should have known, resulting in a homeowners' policy claim denial. *Gary J. Brady vs Florida Insurance Advisory Group II, LLC d/b/a The Moulton Agency* Case No. 312016CA000326, Nineteenth Judicial Circuit, Indian River County, Florida.

- 2017- In the Eighteenth Judicial Circuit, Brevard County, Florida. On Plaintiff's behalf testified at Deposition about the Insurance Agent's standard of care when procuring coverage requested by Plaintiff, where the coverage placed did not match the Plaintiff's request and agent did not inform Plaintiff of the material change in coverage. *F & S Distributing, Inc. v Reliance, Inc & Hitesh Patel* Case No. 2016-CA-016778, Eighteenth Judicial Circuit, Brevard County, Florida.
- 2017- In the Twenty-Third Judicial District, Parish of Assumption, Louisiana. On Defendant Insurance Company's behalf, testified at Deposition regarding the "business Activities" exclusion in Homeowner's and Personal Excess Liability Policies issued to an investor in an energy drilling enterprise. *Gustave J. Labarre, JR, et al. versus Texas Brine Company, LLC, et al.* Case No. 33798 filed in the Twenty-Third Judicial District, Parish of Assumption, Louisiana
- 2016- Eleventh Judicial Circuit Court, Miami-Dade, Florida. On Defendant Insurance Company's behalf, gave Deposition testimony regarding the insurer's right to void a policy, *ab initio*, when policyholder made material misrepresentations on an auto application. *E.L.S.R. CORP V. Esurance Property & Casualty Ins. Co.,* Case No. 2016-009203-CA-01, filed in the Eleventh Judicial Circuit Court, Miami-Dade County, Florida.
- 2016 & 2015-Fifteenth Judicial Circuit Court, Palm Beach County, Florida. On Plaintiff's behalf, submitted Affidavit and gave Deposition and Trial testimony (2015) on the insurance Agent's Standard of Care when placing a Construction and Payment Bond with an unauthorized and unregistered off-shore insurer. Qualified at Trial to testify on that issue in 2016. *The Lexington Club Community Association, Inc v. Strategy Insurance Limited & Love Madison, Inc,* Case No 50 2007 CA-0018961 filed in the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida
- 2016-In the Circuit Court of Montgomery County, Maryland. On Defendant Insurance Agents behalf, I testified that the Insurance Company was wrong in denying a Building damage claim. The Company stated there was no "insurable interest" in the Tenant insuring the Building where the Tenant had a large investment in improvements and betterments and a business license that was location specific. *476K, LLC v. Erie Insurance Exchange & V.W. Brown Insurance Service, LLC* Case No.: 398572-V
- 2016- In the Fifth Judicial Circuit Court, Marion County, Florida. Wrote an Affidavit that analyzed the industry standards for adjusting a wind and water damage claim. *Mary Schneider v. Avatar Property & Casualty Insurance Company* Case No.: 14-2259CAB
- 2016- Twelfth Judicial Circuit Court, Lee County, Florida – wrote an Affidavit on the issue of whether the insurance company should have followed its pattern of re-instating auto insurance coverage after receiving premium on a Cancellation Notice, then retuning the premium and retroactively cancelling the policy after an

accident was reported subsequent to receipt of that premium. *Juanita Orozco v. Government Employees Insurance Company* Case No.: 15-CA-001581

- 2016-Eleventh Judicial Circuit Court, Miami-Dade County, Florida. On Defendant Agents behalf, gave Deposition testimony on the insurance Agent's Standard of Care in placing a liability policy for a convenience store. Issues included whether the Agent had a duty to also write Worker's Comp coverage on an employee who was shot during a robbery. *Mohammad Rashid v Shores Insurance, Inc* Case No.: 11-18924 CA 23
- 2015-United States District Court, Western District of Pennsylvania. On Plaintiff's behalf, published an Opinion Report and gave Deposition and Pre-Trial Testimony on the issue of whether a linear accelerator constituted a part of the "Building" on a Commercial Property insurance policy as "permanently attached equipment". *Rosewood Cancer Care Inc & Jefferson Radiation Oncology Center, LP v. The Travelers Indemnity Company*, Case No.: 2:14-cv-00434, United States District Court, Western District of Pennsylvania.
- 2015- Thirteenth Judicial Circuit Court, Hillsborough County, Florida. On Plaintiff's behalf, published an Affidavit on Defendant's Motion for Summary Judgment on the issue of whether the insurance agent breached the Standard of Care when receiving information about an additional auto from a car dealership. *Kevin Murnane and Steffenie Murnane v State Farm Mutual Automobile Insurance Company and Raymond Matthews d/b/a Ray Matthews State Farm Insurance Agency,* Case No.: 13-CA-00985 Division A, filed in the Thirteenth Judicial Circuit Court, in and for Hillsborough County, Florida
- 2014 – Fourth Judicial County Court, Clay County, Florida. On Plaintiff's behalf, published an Affidavit on the issue of whether the Plaintiff made a "material misrepresentation" on her auto insurance application allowing the company to void her policy. *Mary Dornes v Infinity Indemnity Insurance Company,* Case No.: 12-CC-523D
- 2014 - Published article entitled "Prepare for Hurricanes and Insurance Company Tactics", *Space Coast Business Journal,* August, 2014 edition
- 2014 – United States District Court, Southern District of Florida. On Plaintiff's behalf, published an Opinion Report on whether the Flood Exclusion manuscripted by the insurance company included damage caused to covered property by pressure exerted on it from the underground water table. *Business Telecommunications Services, Inc v St. Paul Fire and Marine,* Case No.: 1:13-cv-24201-UU
- 2014 – United States District Court, Middle District, Jacksonville Florida. On Plaintiff's behalf, published an Affidavit on the issue of whether the Plaintiff made "material misrepresentations" on its application for Commercial Property Insurance. *FOIA Social Club Post 1002, Inc v Scottsdale Insurance Company,* Case No.: 3:13-cv-1336-J-39JRK.

- 2014 – Eighteenth Judicial Circuit, Brevard County, Florida. On Plaintiff's behalf, published an Affidavit on the issue of whether the Plaintiff swimming pool was covered under the Dwelling or the Other Structures coverage of the Homeowner's Insurance policy. *David Hill v St. Johns Insurance Company,* Case No.: 05-2011-CA-008504
- 2014 – Tenth Judicial Circuit, Polk County, Florida. On Plaintiff's behalf, published an Affidavit on the issue of whether the Plaintiff made "material misrepresentations" on her Homeowner's application allowing the insurance company to void her claim for sinkhole damage. *Carmen Garcia v Tower Hill Preferred Insurance Company,* Case No.: 2013-CA-002886
- 2014 – Eighteenth Judicial Circuit, Brevard Co., Florida. On Plaintiff's behalf, published an Affidavit on the issue of whether the Defendant's Personal Umbrella Policy covered an uninsured Motorists claim for an accident occurring in Nicaragua. *Brian Gold vs. State Farm Florida Insurance Company,* Case No.: 05-2011-CA-011196, Eighteenth Judicial Circuit, Brevard County, Florida.
- 2014 – Middle District of Florida, Tampa Division. On Plaintiff's behalf, published Opinion Report and testified in Deposition on the Agent/Broker Standard of care when soliciting a Personal Excess Liability policy. *Vincent Mazzola v Brown & Brown*, Case No.: 9:13-cv-01127-SCB-TBM, US District Court, Middle District of Florida, Tampa Division.
- 2013 – Northern District of Florida, Gainesville Division. On Defendant's behalf, published an Opinion Report on the captive agent's Standard of Care with regard to advising an Insured about stacked versus non-stacked Uninsured Motorist Coverage. *James Brannan v. GEICO,* Case No.: 1:12-cv-00238-MP-GRJ, US District Court, Northern District of Florida, Gainesville Division
- 2013 – Brevard County, Florida. On Defendant's behalf, testified at Trial as an expert in commercial lease insurance provisions and commercial lease landlord and tenant rights and obligations. *1611 Meridian, LLC v Piryanka Investments Group* Case No.: 05-2013-CA-040259 (18th Circuit, Brevard County, FL)
- 2013 - Broward County, Florida. On Defendant's behalf, testified in Deposition about the Agent's Standard of Care when writing Property Insurance Coverage on a conglomerate of more than 250 Condominium Associations. The issues included whether an Insurance Agent has a duty to set a property limit for the Insured; and under what circumstances does the agent becomes a fiduciary of the Insured? *Ventnor B Condominium Association v. The Plastridge Agency, et.al.* Case No.: 09-037544-25 (17th Circuit, Broward County, FL)
- 2012- Hillsborough County, Florida. On Plaintiff's behalf, testified in Deposition on the Exclusive Agent's Standard of Care when voluntarily offering advice about General Liability Exclusions, and the Pollution Exclusion in particular. *Positive Pool Service v Seibert Insurance Agency* Case No.:10-7455 Division B (13th Circuit, Hillsborough, County, FL)

- 2012- Palm Beach County, Florida. On Defendant Insurance Agent's and Company's behalf, testified in Deposition about the Captive Agent's Standard of Care in replacing a whole life policy with a variable life policy. *Douglass Soref, Trustee v New England Life, et. al.* Case No.: 50 2004 CA 011746 (15th Circuit, Palm Beach County, FL)
- 2011- Marion County, Florida. On Defendant Insurance Agent's behalf, testified in Deposition about the Agent's Standard of Care in an underinsured Homeowner's Loss. *Burleigh v Wiltjer* Case No.: 42-2008-CA-005325 (15th Circuit, Marion County, FL)
- 2011- Lee County, Florida. On Plaintiff's behalf, testified in Deposition regarding the wrongful denial of a catastrophic homeowner's fire insurance claim. Ambiguities in the wording of the application were an issue. *Fredericks v Universal* Case No.: 09-CA-00051 (12th Circuit, Lee County, FL)
- 2011- Pinellas County, Florida. On Plaintiff's behalf, wrote an Opinion Report regarding the projected additional cost of Flood Insurance resulting from an improper flood zone designation on an Elevation Certificate. *Dunedin Development v George a Shimp & Assoc* Case No.: 10-6755C1 8 (6th Circuit, Pinellas County, FL)
- 2011- Cameron Parish, Louisiana. On Defendant's behalf, testified in Deposition on the Agent's Standard of Care when placing a Flood Insurance Application with a "Write Your Own" carrier. *Cox v. Fidelity National* Case No.: 10-188355 vs. 10-18495 (Cameron Parish, LA)
- 2009- Brevard County, Florida. On Plaintiff's behalf, testified in Deposition against the insurance company for the wrongful denial of a catastrophic homeowner's fire insurance claim. The Agent's Standard of Care in the taking of the application for insurance was an issue in the case. *Phillips v. First Protective* Case No.: 08-49368 (11th Circuit, Miami-Dade, FL)
- 2009- Martin County, Florida. On Defendant's behalf, testified in Deposition regarding Captive Agent's Standard of Care as it relates to the agent's duty to advise. *State Farm v. A and M Food Store* Case No.: 05-413CA (19th Circuit, Martin County, FL)
- 2008- Published article entitled "Agents Mind Your Es & Os", *Insurance Journal,* January 28, 2008 edition
- 2005- Published article entitled "Agents Beware: Due Diligence Is Now Required", *Insurance Journal,* March 21, 2005 edition
- 2004- Federal District Court, Chattanooga, TN. Assisted counsel for the Defendant Insurance Agent against Plaintiff trucking firm for Agent's Errors and Omissions. (Written opinion, Deposition and testimony in Federal District Court). Qualified as an expert in Agency Management & Practices and the Agent's Standard of Care. *Covenant Transport v LIG insurance Agency* Case No.: 1:02-CV-377 (United States District Ct, Eastern District of Tennessee at Chattanooga)

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