



Lawrence Gottlieb

Managing Shareholder

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PRACTICE AREAS

Insurance Coverage, Insurance Litigation, Claim Advice, Coverage Analysis, Extracontractual Exposure Advice, Legislative Monitoring & Regulatory Analysis, Defense Litigation, Commercial Litigation, Personal Injury and Product Liability.

OVERVIEW

Larry Gottlieb is the managing shareholder at Betts Patterson Mines, and has been practicing law in the Seattle area since 1991. Specializing in insurance coverage law, Mr. Gottlieb works primarily for the insurance industry throughout the Pacific Northwest as an advisor, trial lawyer, and appellate advocate in the areas of first-party coverage, general liability coverage, professional liability coverage, and extra-contractual liability claims. He also represents policyholders in the defense of various types of complex liability and damages claims.

REPRESENTATIVE CASES

- Defended an insurance company client in a significant flood loss damages case. We needed the court to resolve a limits of insurance issue between the first and second layers of flood insurance that were available over the primary flood insurance provided by FEMA. We successfully argued that the \$10,000,000 in excess flood insurance provided by Lloyds was triggered as soon as our client, Travelers admitted liability for its \$1,000,000 flood sublimit. The court of appeals agreed with our position and reversed the trial court judge who had ruled that Travelers' policy provided \$11,000,000 in flood insurance. *Certain Underwriters at Lloyd's London v. Travelers Cas. Co. of America*, 161 Wn. App. 265 (2011)
- Defended an insurance company client in a case involving the disappearance of missing computer equipment that was not returned to the lender at the completion of the lease by our client's policyholder. We successfully argued at both the trial court and appellate levels that no property insurance coverage was afforded based on the unambiguous terms of the "Disappearance-inventory loss" exclusion. *NCF Financial, Inc. v. St. Paul Fire and Marine Insurance Company*, 2007 WL 512545 (Wash. Ct. App. Division I - February 2007)
- Defended an insurance company client in a case involving significant damage by a contractor to the City of Oak Harbor's wastewater treatment lagoon. We needed the court to resolve the issue of whether the claim was excluded from coverage. In a case of first impression, we successfully argued at both the trial court and appellate levels that the City's claim for property insurance coverage for damage to the City's wastewater treatment lagoon

liner was excluded based on the standard "faulty workmanship" exclusion in our clients policy. *City of Oak Harbor v. St. Paul Mercury Insurance Company*, 159 P.3d 422 (Wash. App. 2007)

- Defended an insurance company client in a case involving the disappearance of missing computer equipment that was not returned to the lender at the completion of the lease by our client's policyholder. We successfully argued to the trial court that no property insurance coverage was afforded based on the unambiguous terms of the "Disappearance-inventory loss" exclusion. The appellate court affirmed the decision based on a finding that the claims were time barred under three policies and the lender was not entitled to any benefits as an insured under a fourth policy. *NCF Financial, Inc. v. Webforia and St. Paul Fire and Marine Insurance Company*, 2006 WL 2244328 (Wash. Ct. App. Division I – August 2006)
- Defended a claim for property insurance coverage for damage to the roof of a machine shop caused by weather conditions. We successfully argued at both the trial court and appellate levels that the suit limitation clause in our client's first-party property insurance contract barred the policyholder's claim. *Monarch Machine & Tool Co. Inc., v USF&G*, 2003 WL 22311368 (Wash. Ct. App. Division III - Oct. 2003)
- Defended a high level excess carrier from contribution claims in an environmental liability coverage action. We successfully argued to the trial court that the claim could not reach the client's excess level of coverage by application of the "horizontal exhaustion" rule, which the court adopted. The appellate court affirmed. *Puget Sound Energy v. Certain Underwriters at Lloyds*, 138 P.3d 1068 (Wash. App. 2006)
- Defended a claim for coverage under a CGL policy for damage caused by the settling of a culvert based on an alleged construction defect. We successfully argued at both the trial court and appellate levels that the contractor's claim did not constitute an "occurrence." *Mike M. Johnson v. TIG Ins. Co.*, 2000 WL 122688 (Wash. Ct. App. Division I - Feb. 2000)
- Defended a claim against a dissolved corporation for contribution for environmental response costs. We successfully argued at both the trial court and appellate level that CERCLA does not preempt state corporate capacity statutes. *Louisiana Pacific v. ASARCO*, 5 F.3d 431 (9th Cir. 1993)

EDUCATION

University of Kansas School of Law, J.D., 1991

Member, *University of Kansas Law Review*

Legal Intern, The Hon. Edward R. Larson, Kansas Court of Appeals

Arizona State University, M.A., 1978

University of Arizona, B.A., 1975

ADMISSIONS

Washington State Bar, 1991

Oregon State Bar, 2007

Idaho State Bar, 2007

United States District Court, Eastern and Western Districts of Washington

United States District Court, District of Oregon

United States District Court, District of Idaho

United States District Court, Southern District of Texas

U.S. Court of Appeals, Ninth Circuit

PROFESSIONAL RECOGNITION

AV®, Peer Review Rated by Martindale-Hubbell
Washington Law & Politics, “Super Lawyers” (2012-14)

PROFESSIONAL & CIVIC AFFILIATIONS

American Bar Association

Member, Litigation Section

Insurance Coverage Litigation Committee

Member, Tort Trial & Insurance Practice Section

Insurance Coverage Litigation Committee

Washington State Bar Association

Oregon State Bar Association

Idaho State Bar Association

King County Bar Association

Defense Research Institute

Member, Insurance Law Committee

Member, First Party Property Subcommittee

The Harmonie Group, (National network of elite and vetted law firms providing defense services to companies)

Northwest Insurance Coverage Association

Chairperson (2007-2008)

National Institute for Trial Advocacy (Instructor)

Washington Defense Trial Lawyers Association

PUBLICATIONS & PRESENTATIONS

Presenter, Oregon’s SB 814 and Washington’s IFCA, Client Seminar, (November 2013).

Presenter, *Medicare’s Right to Reimbursement*, Client Seminar, (September 2010).

Presenter, *Effective Handling of CGL & Property Insurance Claims*, National Business Institute (NBI) Seminar, (December 2008).

Presenter, *Insurance Coverage for Natural Resource Damages (NRD) Claims under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)*, Northwest Insurance Coverage (NICA) Seminar, (February 2006).

Presenter, *Questions and Answers About Insurance Company Rehabilitation*, Washington Defense Trial Lawyers (WDTL) Insurance Law Seminar, (October 2001).

Presenter, *Entertainment and Media Insurance Coverage*, American Bar Association (ABA) - Insurance Coverage Litigation Committee Midyear Meeting, (March 1999).

Presenter, *Insurance Coverage for Business Torts*, Defense Research Institute (DRI) 3rd Annual Business Torts Seminar, (June 1998).

Author, *Insurance Coverage for Pollution Liability in Washington. What Constitutes an "Occurrence"? The Insurer's Perspective*, (with M. Thorsrud & R. Love), 28 Gonzaga Law Review 579-607 (1992/93)(cited with approval in *Queen City Farms Inc., v. Central Nat'l Ins. Co.*, 124 Wn.2d 536, 882 P.2d 703(1994)).