FirstLook

STEPTOE & JOHNSON

Issues and Developments in Insurance Law

Letter from the Insurance Company Team

FIRST THINGS FIRST

The first step in any coverage analysis is determining who is an insured.[1] Sounds easy, right? Not necessarily. As commentators have noted, "[t]here is a distinction between a 'named insured' and an 'insured.'"[2] Indeed, another commentary has identified the categories of insureds as "first named insureds, additional named insureds, automatic insureds, and additional insureds."[3]

Additionally, it has been noted that "[d]esignations of the insured can have especially serious consequences for the ultimate coverage when the policy is issued to a business entity or one member of that entity. Depending on the nature of the business, claims for liability may approach billions of dollars. If the insured is designated too narrowly, the business entity may find itself uninsured for risks it never wanted to assume while, if designated too broadly, the insurer may find itself providing coverage that was not considered when it computed the premium."[4] In this regard, "[t]he characterization of the capacity of the named insured, such as 'd/b/a' or 'partners,' is not conclusive."[5]

The articles in this issue highlight issues that have developed in identifying insureds under insurance policies. Does the entity making the claim have a different name than that in the policy declarations? Is there an allegation that an entity is an insured by definition? This issue of First Look is designed to help you put "first things first" in your coverage analysis.

---

[1] "When is an insured not an insured?", https://www.irmi.com/articles/expert-commentary/when-is-an-insured-not-an-insured (Retrieved on June 27, 2017).

[2] "Who is an insured - in general", Missouri Practice Series § 7-6 (footnote omitted).

[3] "Who is an insured under the policy?", Insurance Coverage of Construction Disputes § 4:1 (2d ed.) (footnote omitted).

[4] 9 Couch on Ins. § 126:5 (footnote omitted).

[5] "Who is an insured - in general", Missouri Practice Series § 7-6 (footnote omitted).

INSIDE THIS EDITION:

Who's On First? Named and Definitional Insureds In Liability Policies

IN THIS ISSUE

This newsletter is a periodic publication of Steptoe & Johnson PLLC's Insurance Company Team and should not be construed as legal advice or legal opinion on any specific facts or circumstances. The contents are intended for general information purposes only, and you are urged to consult your own lawyer concerning your own situation and any specific legal questions you may have. For further information, please contact a member of the Insurance Company Team. This is an advertisement.

It's All About Your Status—Determining Who Is An Insured: The Impact of Policy Language and Applicable Laws On An Insured's Available Protection

By: Laurie C. Barbe

The law of insurance as we know it has evolved over time, thanks to statutes, case law, administrative regulations, and industry brain trusts. Because insurance is risk-taking at its finest, making sure that those risks are well-defined cannot be understated. With the evolution of insurance came one of the most basic but important provisions in an insurance policy – "Who Is An Insured?" Without that provision, the insurance policy is essentially rendered meaningless (or at least extremely ambiguous). Generally speaking, "who is an insured" refers to the individual, business, or organization designated by name in the insurance policy. In this regard, most CGL policies provide that "who is an insured" includes:

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your 'executive officers' and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to the duties as trustees.

[*See* ISO CG 00 01 (Ed. 12/07)]. Because this provision expands coverage beyond the named insured "[c]areful consideration of the definition of 'insured' in the policy must be made." 3 Couch on Ins. § 40:1 (June 2017 Update). Additionally, "[I]f the description of the insured within the policy is sufficient to identify who is protected, the insured does not have to be specifically named. An insurer who issues a policy that appears ambiguous as to the identity of the insured may not later avoid coverage on the basis of that inadequate identification." *Id.* at § 40:3 (footnotes omitted).

Once insured status is determined, the level of protection afforded an insured can vary. The named insured is granted the broadest protection, including the right to make changes to the policy coverages (and the obligation to make the premium payments). Insurance Journal, "Who Is An 'Insured' – Are you Sure?" (May 18, 2016). Definitional or extended insureds are granted protected by virtue of their relationship to the name insured. *Id.* "Additional Insureds" are granted protection by way of endorsement to the policy, with one of the earliest "Additional Insured" endorsements issued by the Insurance Services Office in 1985. [See, ISO "Additional Insured – Owners, Lessees or Contractors" form CG 20 10 (Ed. 11/85].

Determining the insured's status in the policy and pursuant to applicable law is also important because it can impact the amount of available coverage. For example, under a standard auto policy, "insured" includes the named insured, resident spouses and family members, and persons using a covered auto. [ISO PP 00 01 01 05]. But in *Dominguez v. Financial Indem. Co.*, 183 Cal. App. 4th 388, 107 Cal. Rptr. 3d 739 (1st Dist. 2010), the amount of bodily injury coverage available to the permissive driver of the insured automobile was reduced by specific policy language to the statutory minimum while the named insured was protected by the full bodily injury policy limits. *See generally*, 3 Couch on Ins. § 40:1 (June 2017 Update). On the other hand, some individuals who might otherwise automatically qualify as a

definitional insured, such as a spouse or child, can be specifically excluded by endorsement. For example, W.Va. Code § 33-6-31h (2015) provides that "[w]hen any person is specifically excluded from coverage under the provisions of a motor vehicle liability policy by any restrictive endorsement to the policy, the insurer is not required to provide any coverage, including both the duty to indemnify and the duty to defend, for damages arising out of the operation, maintenance or use of any motor vehicle by the excluded driver [.]"

Sometimes the insured person is not specifically named in the policy, making it somewhat more difficult to identify who the insureds are intended to be. This is seen quite often in the case of employees and residents of the named insured's household. With respect to employees, while an employee is generally thought to refer to someone employed under an express or implied contract, the policy itself might further limit or broaden that definition. 3 Couch on Ins. § 40:16 (June 2017 Update). In *Flynn v. Hartford Fire Ins. Co.*, 146 N.J. Super. 484, 490, 370 A.2d 61, 65 (App. Div. 1977), a policy of insurance insuring only a borough did not extend to the employed police officers. With respect to family members, determining who is a resident of the named insured's household is fraught with needed factual determinations over what it means to be a resident and what it means to be a household. 93 A.L.R. 3d 420 "Who is 'resident' or 'member' of same 'household' or 'family' as named insured, within liability insurance provision defining additional insureds." This is particularly true in the case of children of the named insured. *See, White v. Erie Ins. Prop. and Cas. Co.* (Mem. Decision, W. Va. June 3, 2016) (adult daughter who lived with her mother in Texas while attending school and who kept no personal effects at her father's home was not also living with her father in West Virginia).

While it might seem like a fairly straightforward policy provision, determining who is insured under an insurance policy requires a review of the specific policy terms and identification of the named insured, analysis of whether the person seeking coverage is a named insured or some other type of insured, and analysis of whether the policy language has been expanded or limited by statute, case law, or administrative regulation. The grant of protection and the level of protection available are all impacted by these determinations.

The Name Game: The Impact of A Definitional Insured's Name Change

by Richard M. Yurko, Jr.

The commercial general liability policy (CGL) is a standard insurance policy issued to business organizations to protect them against liability claims for bodily injury and property damage arising out of premises, operations, products, and completed operations; and advertising and personal injury liability. In Section II – Who Is An Insured, the standard policy identifies a laundry list of insureds, including the following if designated in the policy Declarations:

1. If an individual, the individual and spouse are insureds, but only with respect to the conduct of a business of which the individual is the sole owner;

2. If a partnership or joint venture, then the members, partners and their spouses are insureds, but only with respect to the conduct of the business;

3. If a limited liability company, then the members are insureds, but only with respect to the conduct of the business. Managers are also insureds, but only with respect to their duties as managers;

4. If an organization other than a partnership, joint venture or limited liability company, then executive officers and directors are insureds, but only with respect to their duties as officers and directors. Stockholders are also insureds, but only with respect to their liability as stockholders;

5. If a trust, the trustees are insureds, but only with respect to their duties as trustees;

6. Under certain circumstances, volunteer workers and employees while performing duties related to the conduct of the business; and

7. Any newly acquired or formed organization, other than a partnership, joint venture, or limited liability company, in which the individual designated in the Declarations maintains ownership or majority interest. However, coverage is only afforded for 90 days after the organization is acquired or formed, and there is no coverage for injuries or damages occurred before acquisition or formation. [CG 00 01 (Ed.4/13)]

Under general principles of insurance law, the insured is the person or entity that will receive a certain sum upon the happening of a specified contingency or event. 3 Couch on Ins. § 40:1 (June 2017 update). For those listed above, the insured should be fairly easy to identify. But what happens if the name of the company to which the sum should be paid is different, in some respect, than the insured designated in the Declarations, or if the company completely changes its name? May the insurer be relieved of its payment obligations because of the difference? As set forth hereafter, generally, the name change should not affect the insured's ability to recover under the insurance policy.

An insurance policy, and all rights arising from the policy, is controlled by principles of contract law. A contract of insurance is a personal contract between the insurer and the insured named in the contract. *See Mazon v Camden Fire Insurance Association*, 182 W.Va. 532, 389 S.E.2d743 (1990). Generally, an individual who is not a party to the insurance contract cannot recover proceeds under the policy. *Farmers & Mechanics Mutual Insurance Company v. Allen*, 236 S.E.2d 269, 778 S.E.2d 718 (2015). A change in the designated insured's name alone does not necessarily change the intent of the parties in formulating the contract. Moreover, if there is any ambiguity or confusion in the policy as to who is the insured, that ambiguity will be construed in favor of the insured. 3 Couch on Ins. §40.3 (June 2017 update).[1]

How do you determine whether the change in the name of the insured will affect coverage under the policy? The knowledge of the insurer may be important. If the insurer knew, or should have known, that the entity was one and the same, then the insurer may not deny liability. *See*, e.g, 3 Couch on Ins. §§40:4 and 40:14. Additionally, if the insurer receives premiums on the policy, the insurer may be estopped to deny coverage. Perhaps the most important fact that may be determinative of the issue is whether the intent of the parties to a policy was to cover a particular risk. If so, then a change in the name of the risk will not defeat coverage, particularly if there is no increased risk to the insurer from the transformation, and so long as the business remains unchanged. *See*, *e.g*, 3 Couch on Ins. §40:14 (June 2017 update).

Indeed, whether a name change results in the loss of coverage depends upon a number of factors, the most important of which is the intent of the parties. If the parties intended to insure a particular risk, and there is no increased risk to the insurer, then coverage under the policy should be available. Under these circumstances, coverage should only be denied if the entity completely changes its business operations.

---

[1]The existence of an ambiguity can also implicate the doctrine of "reasonable expectations." *See, e.g., Robertson v. Fowler*, 197 W.Va. 116, 475 S.E.2d 116 (1996). " 'With respect to insurance contracts, the doctrine of reasonable expectations is that the objectively reasonable expectations of applicants and intended beneficiaries regarding the terms of insurance contracts will be honored even though painstaking study of the policy provisions would have negated those expectations.'" *Luikart v. Valley Brook Concrete & Supply, Inc.*, 216 W.Va. 748, 756, 613 S.E.2d 896, 903 (2005) (quoting Syllabus Point 8, *National Mut. Ins. Co. v. McMahon & Sons, Inc.*, 177 W.Va. 734, 356 S.E.2d 488 (1987)). The reasonable expectations doctrine has been employed to find coverage for a business that changed its name to reflect a status change from a sole proprietorship to a limited liability corporation. *See Nationwide Mut. Ins. Co. v. Shaw*, 837 F.Supp.2d 455, 460 (2011) (order vacated on other grounds by *Nationwide Mut. Ins. Co. v. Shaw*, 491 Fed.Appx.353 (3rd. Cir. Aug. 6, 2012) (unpublished).

Sometimes Even A Volunteer Doesn't Come Free: What Qualifies an Individual for "Volunteer Worker" Insured Status Under a CGL Policy?

By Melanie Norris

A "volunteer worker" is on the laundry list of definitional insureds under a standard commercial general liability (CGL) policy. The coverage afforded to a volunteer worker, however, is not nearly as broad as the coverage afforded to a named insured. "A volunteer worker is personally protected while performing duties related to the conduct of the named insured's business, however, insured status does not apply to a volunteer worker because of bodily injury or personal and advertising injury:

a. To the named insured, partners, members, or other volunteer workers (while the other volunteer worker is performing duties related to the conduct of the named insured's business);
b. To the spouse, child, parent or brother of the volunteer worker that is a consequence of the injury to the volunteer worker;

c. To the obligation to share or repay damages someone else must pay because of the injury to the volunteer worker;
d. Arising out of or failing to provide professional health care services."[1]

Careful review of the facts in each specific claim is necessary to determine whether a particular individual may qualify as a volunteer worker under a policy. A "volunteer worker" is generally defined as "a person who is not your 'employee', and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you."[2] At first blush, this definition of a volunteer worker appears straightforward; however, navigating the application of the definition to the facts of a particular claim can sometimes prove difficult. Litigation has ensued over the meaning of the terms "other compensation" and "donate", as well as the requirement that the volunteer worker be acting "within the scope of duties" and "at the direction of . . . [the named insured]." This article examines some recent trends by courts interpreting and applying the above terms in the volunteer worker definition of a standard CGL policy.

The portion of the definition requiring that the "volunteer worker" not be paid "a fee, salary or other compensation" was recently examined in *Newell v. Markel Corporation* wherein the Court determined that the word "compensation" as used in the policy was ambiguous.[3] The Court reached this conclusion after determining that both the claimant and the insurer proposed reasonable, but conflicting, interpretations of the term compensation. The Plaintiff in *Newell* was a patron of an amusement park who slipped and fell on a wet bathroom floor while attending motorcycle week at the park. The floor had been recently washed by a cleaning company which had been cleaning bathrooms at the park's facility during motorcycle week for several years, in exchange for the tips that the cleaning company received from the patrons using the bathrooms. The cleaning company received no other compensation from the park. When the patron sued the cleaning company, the park's CGL insurer determined that the cleaning company was not an insured and therefore declined to defend. After obtaining a default judgment against the cleaning company, the patron filed suit to collect under the CGL policy.

In ruling on the parties' cross-motions for summary judgment, the Court concluded that the only issue for determination was whether the cleaning company was an insured under the park's CGL policy by virtue of the "volunteer worker" provision. The carrier contended that the cleaning company was not a "volunteer worker" because it received compensation in the form of patron tips, while the patron contended that the ordinary meaning of the word compensation was payment for something that is owed, not a gratuity or gift. The patron further argued that use of the word "other" in the phrase "fee, salary, or other compensation" required that the term "compensation" be construed as something similar or akin to a salary or fee. The Court determined that because both interpretations of the term "compensation" were reasonable, the term is ambiguous. Construing the ambiguity in favor of coverage, the Court concluded that the term "compensation" did not include tips the cleaning company received from patrons, such that the cleaning company was a "volunteer worker" entitled to a defense and indemnification.[4]

The term "donate" has likewise been the subject of recent litigation in cases involving a claim for coverage by or against a "volunteer worker." Because the word "donate" is not defined in the standard CGL policy, courts interpreting the word have concluded that "donate" means more than simply performing work without compensation, but that it also necessarily requires that the work be performed voluntarily. For instance, in *N. Carolina Farm Bureau Mut. Ins. Co. v. Burns*, the Court considered whether a minor child performing work at his parents' business qualified as a "volunteer worker."[5] The child's father was the named insured who operated a grain business. The named insured had three sons, the oldest of which was a paid employee over the age of eighteen. His two younger sons, ages sixteen and eleven, often helped out but were not paid for their labor.

A claim arose out of an incident wherein the youngest son's leg was severed below the knee as he cleaned the grain bin area at the request of the named insured while his oldest brother operated machinery nearby. A claim for negligence was submitted by the youngest son against the oldest son (employee) under the CGL policy. The insurer filed a declaratory judgment action seeking a declaration that there was no coverage for the neg-

ligence of the eldest son (employee) because the youngest son was working as a volunteer worker at the time of the incident. The policy in question provided that neither a volunteer worker nor employee are considered to be an "insured" for bodily injury to "'volunteer workers' while performing duties related to the conduct of [the] business."[6]

It was undisputed that the minor child had performed work at the direction of the named insured and without any compensation. At issue, however, was whether the minor child had "donated" his work. Because the policy did not define "donate" the Court looked to the dictionary definition and concluded that donate means work performed "without receiving consideration."[7] However, because the policy used conjunctive language of "donates his work … *and* is not paid a fee, salary or other compensation", the Court determined that donate in the context of a volunteer worker provision must mean more than "without compensation." The Court concluded that for purposes of a volunteer worker provision the "the common everyday meaning of the word 'volunteer' is characterized by not only lack of compensation, but also choice and free will." Because the eleven year old had been instructed by this father to clean the grain bin and felt he had no choice but to obey his father, the Court held that the son was "compelled by parental authority to sweep the grain bin, and did so not out of his own free will but out of obligation and obedience."[8] As such, the child was not a volunteer worker under the policy and could maintain a claim for bodily injury against his elder brother, an employee of the named insured.

Similarly, in *Nat'l Union Fire Ins. Co. v. Lambert*, an inmate at Southwestern Regional Jail in West Virginia sought a defense and indemnification for a claim brought against him by a non-inmate after an accident in the prison's kitchen where they both worked resulted in bodily injury to the non-inmate.[9] Litigation ensued over whether the inmate was insured as a "volunteer worker" under the prison's CGL policy. Although the inmate acted at the direction of and within the scope of duties established by the prison and received no compensation, the Court nonetheless determined that he did not meet the definition of "volunteer worker." Like the court in *Burns*, the Fourth Circuit determined that inherent in the definition of a "volunteer worker" is the absence of coercion, but instead a voluntary election by the worker to donate his or her work. Because one of the requirements of the inmate's imprisonment was that he participate in a work program at the prison, the Court determined that his work was anything but voluntary. Therefore, the prison inmate could not be considered a "volunteer worker" under the Policy.[10]

Because a volunteer worker who is donating his or her work without compensation must also "act[] at the direction of and within the scope of duties determined by [the named insured], courts have previously refused to apply "volunteer worker" status to an individual who is not given a defined scope of duties.[11] In *Philadelphia Indem. Ins. Co. v. Youth Alive, Inc.*, the estates of four children killed in an automobile accident on their way home from a camp program sponsored by Youth Alive sought to recover against the driver of the vehicle under the theory that he was a volunteer worker under the camp's CGL Policy.[12] The camp had several vans transport the children to the camp, but on the way home the vans were overcrowded, so a camp employee asked a sixteen year old camp attendee who had driven a private automobile to drive the four other children home. At issue in the litigation was whether the driver had been a volunteer worker. The Court concluded that he was not because, among other things, he was not given a "scope of duties" as contemplated under the CGL policy. Rather, he was spontaneously asked to drive four kids home and he complied. Moreover, the camp required all volunteer workers to submit applications, meet certain age and experience requirements, and undergo training before being permitted to volunteer with the youth.[13]

Likewise, the work performed by the volunteer worker must be at the direction of the named insured and not some other person or entity, as noted by the Court in *Dry v. United Fire & Cas. Co.*[14] Therein, a forklift driver collided with a pickup truck while driving the forklift to his home to complete repairs pursuant to the request of an individual hired by the named insured to perform maintenance on the forklift. The Court refused to grant "volunteer worker" status to the forklift driver because he was acting at the direction of someone other than the named insured.

It should be noted that although the "volunteer worker" must act at the direction of, or within the scope of duties determined by, the named insured, at least one Court has suggested that, depending upon the nature of the job to be performed, there may be little or no direction given by the named insured. In *Newell*, *supra*, the Court,

in reaching the conclusion that the cleaning company was a "voluntary worker", disregarded evidence that the cleaning company did not conduct or perform the work at the direction of the park, noting that "the degree of supervision . . . – or lack thereof - . . . was not a consequence of their work arrangement but of the nature of the work itself."[15]

The above examples illustrate that even a seemingly straightforward policy definition may, depending upon the unique facts of the claim, be expanded or limited through the judicial process of litigating coverage. A careful analysis of the relationship between the purported volunteer worker and the named insured within the confines of the policy definition and applicable case law potentially expanding application of the definition is required. Assuming an individual qualifies as a volunteer worker, additional analysis is also required to confirm whether the limited or qualified coverage for bodily injury and property damage applies to provide coverage for the particular claim.

---

[1] Craig F. Stanovich, https://www.irmi.com/articles/expert-commentary/when-is-an-insured-not-an-insured; *see also* CG 00 01 12 07. Volunteer workers are likewise not afforded protection as an insured for property damage to property owned by, occupied by, used by; rented to, in the care, custody or control of, or over which physical control is being exercised for any purposes by the named insured or any of the named insured's employees, volunteer workers, partners or members. *See id.*

[2] CG 00 01 12 07.

[3] *Newell v. Markel Corp.*, 169 N.H. 193, 145 A.3d 127 (2016).

[4] *Id.* at 131, 198. It should be noted that the policy in question included no language specifying whether the fee, salary or other compensation applied to just payments by the named insured or other parties, unlike the standard CGL policy which specifies either the named insured or "anyone else." *See id.*

[5] *N. Carolina Farm Bureau Mut. Ins. Co. v. Burns*, 238 N.C. App. 72, 767 S.E.2d 109 (2014).

[6] *Id.* at 75, 111.

[7] *Id.* at 76, 112.

[8] *Id.* at 77, 113.

[9] *Nat'l Union Fire Ins. Co. of Pittburgh v. Ezra Lambert*, 462 F. App'x 299 (4th Cir. 2012).

[10] *Id.* at 303-04.

[11] CG 00 01 12 07.

[12] *Philadelphia Indem. Ins. Co. v. Youth Alive, Inc.*, 857 F. Supp. 2d 647, 652 (W.D. Ky. 2012), *aff'd*, 732 F.3d 645 (6th Cir. 2013).

[13] *Id.* at 652.

[14] *Dry v. United Fire & Cas. Co.*, 420 S.W.3d 593, 596 (Mo. Ct. App. 2013).

[15] *Newell*, 145 A.3d at 132, 169 N.H. at 198-99.

Steptoe & Johnson PLLC's Insurance Company Team

Team Leaders

Laurie C. Barbe, *Member* — Morgantown
304.598.8113 — laurie.barbe@steptoe-johnson.com

Melanie Morgan Norris, *Of Counsel* — Wheeling
304.231.0460 — melanie.norris@steptoe-johnson.com

Team Members

Michelle Lee Dougherty, *Member* — Wheeling
304.231.0442 — michelle.dougherty@steptoe-johnson.com

Eric J. Hulett, *Member* — Martinsburg
304.262.3519 — eric.hulett@steptoe-johnson.com

Lucien G. Lewin, *Member* — Martinsburg
304.262.3528 — lucien.lewin@steptoe-johnson.com

Chelsea V. Prince, *Member* — Morgantown
304.598.8174 — chelsea.prince@steptoe-johnson.com

Ancil G. Ramey, *Member* — Huntington
304.526.8133 — ancil.ramey@steptoe-johnson.com

Richard M. Yurko, Jr., *Member* — Bridgeport
304.933.8103 — richard.yurko@steptoe-johnson.com

Michelle E. Gaston, *Of Counsel* — Charleston
304.353.8130 — michelle.gaston@steptoe-johnson.com

Katherine MacCorkle Mullins, *Of Counsel* — Charleston
304.353.8159 — katherine.mullins@steptoe-johnson.com

Hannah Curry Ramey, *Of Counsel* — Huntington
304.526.8126 — hannah.ramey@steptoe-johnson.com

Mark A. Moses, *Associate* — Morgantown
304.598.8162 — mark.moses@steptoe-johnson.com

Andrew P. Smith, *Associate* — Huntington
304.526.8084 — andrew.smith@steptoe-johnson.com

Devon J. Stewart, *Associate* — Charleston
304.353.8188 — devon.stewart@steptoe-johnson.com

Fast Facts about Steptoe & Johnson

More than 300 attorneys

13 Offices in Colorado, Kentucky, Ohio, Pennsylvania, Texas, and West Virginia

More than 40 areas of practice

Defense of first party cases including suits asserting "bad faith" and allegations of unfair settlement practices

Regulatory aspects of insurance, including consumer complaints and other administrative matters involving the Insurance Commissioner

88 lawyers recognized in *The Best Lawyers in America*®

Top listed firm in West Virginia in multiple areas by *The Best Lawyers in America*®, including Employment Law-Management, Labor Law-Management, and Litigation-Labor & Employment

Top listed in a number of litigation categories including, Litigation, Corporate/Commercial Law, Environmental, Labor and Employment, Mergers and Acquisitions, Personal Injury and Products Liability by the authors of *The Best Lawyers in America*®

Top listed firm in Ohio, Pennsylvania, and West Virginia in a combination of areas by *The Best Lawyers in America*®

Three Fellows of the American College of Trial Lawyers

Three Fellows of the American College of Labor & Employment Lawyers

AV peer-review rated by Martindale-Hubbell, the highest ranking given

Beginning with the Fall 2017 Issue, your newsletter will be sent via email. If you prefer to continue receiving the hard copy through mail, let us know. Email us at news@steptoe-johnson.com.

Follow us on Linkedin and Twitter