TRAUB LIEBERMAN

NEWS & EVENTS

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Traub Lieberman Attorneys Brian Bassett, Jason Taylor, and Laura Schroeder Win Sixth Circuit Appeal in Legal Malpractice Coverage Dispute

Related Attorneys: Brian C. Bassett, Jason Taylor, Laura Schroeder

In this matter brought in the United States Court of Appeals for the Sixth Circuit, Traub Lieberman Attorneys Brian Bassett, Jason Taylor, and Laura Schroeder won affirmation of the District Court ruling granting their motion to dismiss in a legal malpractice insurance coverage matter. The underlying legal malpractice claim arose out of a medical malpractice lawsuit filed by the Michigan-based law firm of McKeen & Associates, P.C. (McKeen) on behalf Lauren Bridges in Alaska state court. In that action, Bridges alleged that her daughter was born with severe disabilities resulting from the defendants' negligent care during labor and delivery. The medical malpractice lawsuit was ultimately dismissed because Bridges's counsel, McKeen, failed to respond on her behalf to the defendants' motions for summary judgment. Bridges accordingly asserted a legal malpractice claim against McKeen the following month.

During its representation of Bridges, McKeen maintained legal malpractice insurance policies with three different insurers: Maxum Indemnity Company (Maxum), StarStone Specialty Insurance Company (StarStone), and Landmark American Insurance Company (Landmark). The Traub Lieberman team served as counsel to Landmark. Each insurer, however, refused to defend or indemnify McKeen against Bridges's legal malpractice claim. McKeen reached a multi-million dollar settlement with Bridges and assigned to her all of its rights under the three insurance policies.

Bridges then brought the coverage suit against the insurers in the United States District Court for the Eastern District of Michigan, alleging that her legal malpractice claim was covered under each policy. Maxum and Landmark moved to dismiss, and the district court granted their motions, concluding that the policies' plain language unambiguously precluded coverage.

In review of the facts of the case, the Sixth Circuit agreed with the district court that the Landmark policy's plain language unambiguously precluded coverage as the alleged malpractice committed by McKeen first occurred prior to the retroactive date in the Landmark policy. As the retroactive date was not satisfied, the Sixth Circuit affirmed the dismissal of Bridges' claims against Landmark.

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