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# PLUS

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# Journal

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## Nationwide Appearances in FINRA Arbitrations: Does Appearance in ADR Proceedings Constitute the Practice of Law?

by Barry R. Temkin and Robert Usinger

Many practitioners who appear before the Financial Industry Regulatory Authority (FINRA) handle arbitrations and mediations which are venued in states in which they are not admitted to practice law. FINRA rules permit a party to an arbitration to be represented by a non-lawyer, or by a lawyer admitted in any state.<sup>1</sup> Organizations staffed by non-lawyers, such as Stock Market Recovery Consultants Inc., advertise for and represent claimants in FINRA arbitrations in some jurisdictions.<sup>2</sup> Some law firms and corporate law departments maintain national practices, representing parties in FINRA arbitrations, sometimes in jurisdictions in which the individual attorney of record is not admitted to practice law. Still other firms eschew brick and mortar offices altogether, and purport to practice law in cyberspace.<sup>3</sup>

But compliance with FINRA rules is not a free pass with state regulators. The practice of law is defined by the individual states, which grant plenary law licenses to and police the conduct of attorneys who appear and practice in their jurisdictions. Several states have held that an out of state lawyer who appears at an arbitration in the forum

state is engaged in the unauthorized practice of law.<sup>4</sup> And while attorney discipline by state bar counsel or grievance committees for unauthorized practice of law (UPL) is rare, unhappy clients have successfully avoided fees in cases in which their counsel made unauthorized appearances in arbitrations in jurisdictions in which they were not admitted. Moreover, some jurisdictions have successfully sued out of state practitioners to enjoin advertising for and representing clients in the forum state, even in Alternative Dispute Resolution (ADR) proceedings.

National attention on multi-jurisdictional practice of law in ADR proceedings followed California's game-changing 1998 decision in *Birbrower, Montalbano, Condon & Frank v. Superior Court*.<sup>5</sup> *Birbrower* was a New York law firm which advised a California client about a commercial (non-securities) dispute with another California company under a contract which designated California law. The New York lawyers traveled to California, where they met with their clients, vetted mediators and negotiated an out of court settlement.

After the case was settled, the client sued *Birbrower* for legal malpractice, whereupon the firm counterclaimed for its legal fees.

A California Statute, Business and Professions Code § 6125, proscribed the unauthorized practice of law: "No person shall practice law in California unless the person is an active member of the State Bar."<sup>6</sup> The California court interpreted this provision as preventing an out of state attorney from giving legal advice about California law to a California client. According to the California court:

One may practice law in the state in violation of section 6125 although not physically present here by advising a California client on California law in connection with a California legal dispute by telephone, fax, computer, or other modern technological means.<sup>7</sup>

Since the *Birbrower* lawyers practiced law when they were not admitted in California, their fee was forfeited. Following *Birbrower*, California amended its law to permit an out of

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# 'Trust Me, I'm a Professional:' Analysis of Recent Case Law Addressing Coverage Under Professional Liability Policies

by Christopher P. Ferragamo



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Courts recognize that Commercial General Liability ("CGL") and professional liability policies "serve significantly different functions within the insurance industry."<sup>1</sup> While CGL policies offer comprehensive coverage to insureds and may even cover the provision of services in general, a professional liability policy "is designed to insure members of a particular professional group from the liability arising out of a special risk inherent in the practice of the profession."<sup>2</sup>

Insurers and insureds alike often find themselves responding to claims based upon an accident, injury or damage that took place during the course of an insured's work as a professional. The initial reaction is to assume that the claim is covered under the insured's professional liability policy. Conduct or activities undertaken by professionals, however, do not automatically constitute "professional services" simply because they were performed by a professional. Instead, courts closely examine the allegations asserted in the underlying claim to determine whether the conduct at issue is based upon the rendering or failure to render "professional services."

To add to the complexity of the coverage analysis, the language and provisions of professional liability policies take varying forms depending upon the insurer issuing the policy and the type of professional liability coverage provided by the policy (i.e. architects and engineers, medical malpractice, attorney malpractice, etc.). Although some policies define the term "professional services" and set forth certain enumerated activities that qualify as professional services, some professional liability policies, like their CGL counterparts, do not always define the term with such precision. In addition, even when the term is defined with a degree of specificity, issues can nevertheless arise as to whether certain

activities fall within the coverage provided by the policy.

## **Clerical, Ministerial and Administrative Tasks Performed by Professionals**

In determining whether activities of professionals constitute "professional services," courts have been reluctant to conclude that activities are "professional" in nature merely because they were performed by a professional.<sup>3</sup> Instead, courts carefully analyze the underlying allegations to determine whether all of the activity undertaken by the professional required specialized skill, knowledge, or expertise.<sup>4</sup> Common examples where courts have refused to stretch the application of the term "professional services" involve cases where the claims at issue involve clerical, ministerial, administrative or support functions performed by professionals. To the extent some part of the conduct giving rise to the claim is of a general, rather than a professional nature, or if the conduct alleged is merely "incidental to" the work as a professional, then the claim may fall outside of the scope of coverage of the professional liability policy.<sup>5</sup>

By way of example, Courts in a number of states have concluded that claims involving billing and fee practices of professionals do not constitute "professional services." In this regard, when not specifically excluded from coverage, Courts view billing and fee practices of professionals as ministerial or professional tasks inherent in all businesses and, thus, falling outside of coverage.<sup>6</sup> Interestingly, at least one Court has reached a different conclusion when addressing a bid proposal prepared by a professional.<sup>7</sup> When addressing claims involving the handling of client funds which, at first blush, also appear ministerial and/or administrative in nature, Courts have likewise concluded that such claims involve the rendering of "professional services."

The Supreme Court of New York, County of New York recently addressed this issue in a coverage lawsuit involving a claim asserted by a bank against a law firm for breach of contract, breach of warranty and negligence when the law firm deposited a fraudulent check from a Korean entity.<sup>8</sup> The law firm's professional liability insurer denied coverage for the bank's claim on the grounds that the suit did not "arise out of" the "rendering or failure to render professional legal services."<sup>9</sup> In relying on a similar case decided by the Third Department of the New York Supreme Court's Appellate Division, the Court concluded that the insurer was obligated to defend the lawsuit because an overdraft claim is "based on" and "arises out of" the provision of legal services because those terms "require only that there be some causal relationship between the injury and the risk for which coverage is provided."<sup>10</sup>

The United States Court of Appeals for the Eleventh Circuit, applying Florida law, reached the same conclusion in a case decided in May, 2011 involving a suit brought by the firm's clients to recover funds lost in a similar fraudulent check scheme.<sup>11</sup> The appellate court concluded that the deposit of clients' funds into a trust account creates a fiduciary relationship between the clients and the law firm.<sup>12</sup> The court further explained that the management of funds held in trust constitutes a "professional services" as defined in the policy.<sup>13</sup>

## **'Failure to Warn' Cases**

Other instances that give rise to coverage uncertainty involve situations where the claimant alleges that a professional failed to warn or made some type of misrepresentation relating to the work performed by the professional. For example, in a 2010 decision from the United States District Court for the Eastern District of Texas, an insurer commenced a declaratory judgment

## 2,000<sup>th</sup> Professional Earns RPLU Designation

Matthew LaFlamme, RPLU, Client Manager for Willis of Northern New England, recently earned his RPLU designation, becoming the 2,000<sup>th</sup> RPLU designee. For Matt, the road to becoming number 2,000 began at a training session in Chicago. "I was at a table with a Willis associate who had earned several professional designations, and a managing partner cracked a joke that I should have more letters after my name." Matt asked which designation would be most beneficial to his position at Willis, and their response was unequivocal—RPLU.

While most RPLU candidates begin with the core modules, Matt's first purchase was module 15, Lawyers Professional Liability Insurance, which he viewed as being most relevant to his current position at Willis. He followed that with module 23, Cyber Risk Insurance, before moving on to the accountants and medical professional modules. "I went almost in reverse order,"



he stated. "They are written well enough that you can take them in any order."

One of Matt's favorite elements of the PLUS Curriculum modules was the bite-sized chapters, which made studying easier for him. "I did all of my studying over my lunch breaks... Most chapters can be covered in an hour, so it is easy to break up and get through it." He's now completed his RPLU designation, but is not finished with the modules he purchased. "I have all of my books under my desk right now," he shared. "I'm surprised at how much I go back and crack open the books."

When he started the process of pursuing his RPLU designation, Matt was not a PLUS member. While visiting the website to research a module he noticed an announcement for Future PLUS, and immediately saw the value in membership. "I was pleasantly surprised about the Future PLUS membership; for a young person that is a steal," he stated. The additional benefits of membership, not just the discounts on modules and exams, are what keeps Matt connected to the PLUS community, especially the *PLUS Journal*. "The *Journals* are great! I'm constantly passing articles over the wall to a broker that sits next to me."



When asked what advice he would give to someone considering going after the RPLU designation, Matt didn't hesitate. "I'd definitely say go for it. I wish I would have started earlier." He added that, although RPLU includes the word underwriter, it is relevant and applicable to all positions within professional liability insurance. "I'd definitely recommend it to brokers. I'd definitely recommend it to underwriters. It helps both groups understand the other." 🌈

action seeking a determination as to its rights and obligations, to defend and indemnify its insured, a land surveying firm, and three individuals in thirteen lawsuits pending in state court.<sup>14</sup> In the underlying actions, thirteen homeowners sued the insured and generally alleged that the insured's surveys erroneously certified higher elevations than actual elevations, and that the insured learned of these errors prior to Hurricane Ike, but failed to disclose the errors to the homeowners.<sup>15</sup> Hurricane Ike subsequently hit the area and caused extensive flood damage to the claimants' homes.<sup>16</sup> The insurer issued a claims-made and reported "Architect and Engineers Professional Liability Policy" to the insured whereby it agreed to pay "all sums that the Insured becomes legally obligated to pay as Damages... arising out of a negligent act, error or omission...

in the rendering or failure to render professional services as described in the Declaration..."<sup>17</sup> The insurer asserted that it had no duty to defend or indemnify the insured under the policy for the underlying actions, in part, because the alleged wrongful or negligent failures to disclose surveying errors do not, as a matter of law, constitute failures to render a "professional service."<sup>18</sup> In so arguing, the insurer contended that disclosing a subsequently-discovered surveying error is distinct from the error itself, that disclosing information that could harm another does not require special knowledge or training of a professional, and that the failure to disclose, therefore, cannot be a surveying and civil-engineering professional service.<sup>19</sup> The *Landmark* Court struggled with the issue and noted that determining whether the failures to warn of the

subsequently-discovered errors fell within the coverage provided by the policy was "close" and that the insurer's arguments had "considerable logical appeal."<sup>20</sup> The Court noted, however, that establishing accurate elevations required specialized surveying education, training, knowledge and experience and that discerning an error in the elevations required the same, or perhaps more, expertise.<sup>21</sup> The Court ultimately concluded that allegations of negligence in performance of these activities implicate a professional service and, thus, the allegations triggered the insurer's duty to defend.<sup>22</sup>

In a more recent case decided in December, 2011, in the context of a professional services exclusion, a New Jersey Appellate Court concluded that the failure to report suspected sexual

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abuse by a community mental health facility constituted “professional services” and, thus, was excluded under the facility’s commercial general liability policy.<sup>23</sup> In *Cumberland County*, the parents and younger siblings of a former patient of the insured facility filed suit alleging that the siblings were abused by their older brother following his discharge from the facility.<sup>24</sup> The plaintiffs alleged that the older brother had been molested by another patient at the facility, which caused him to abuse his younger siblings.<sup>25</sup> In their complaint, the plaintiffs alleged that the facility staff had reason to believe that the older brother had been molested at the facility but failed to report the abuse to the state authorities.<sup>26</sup> Because the claim was barred under the facility’s professional liability policy based upon the retroactive date in the policy, the facility sought coverage under its commercial general liability policy.<sup>27</sup> The CGL policy, however, contained a professional services exclusion that precluded coverage for injury “due to the rendering or failure to render professional services.”<sup>28</sup> The insured argued

that the injury did not fall within the exclusion because the injury allegedly resulted from the failure to report, which was an omission by, among others, “an aide with a high school education.”<sup>29</sup> In analyzing the issue, the Court noted that “it is the act itself” and “not the title or character or the party performing the act” that determines whether services fall within the exclusion.<sup>30</sup> The Court concluded that the conduct at issue “related directly to” the provision of the mental health services provided to the older brother (including the conduct of the aide in assisting a mental health professional) and, thus, fell within the professional services exclusion of the policy.<sup>31</sup>

### False and Defamatory Statements of Professionals

Another potentially gray area addressed in recent decisions involves coverage under professional liability policies for claims relating to or involving false or defamatory statements made by professionals. For example, a federal district court in Arizona addressed a coverage lawsuit involving underlying claims for defamation, breach of contract and other

causes of action asserted against the insured—a rehabilitation counselor.<sup>32</sup> The counselor’s insurer agreed to provide a defense under a Healthcare Providers Professional Liability Insurance Policy, pursuant to a reservation of rights, but indicated that it would not provide indemnity or participate in any settlements.<sup>33</sup> The insured subsequently settled, stipulated to a judgment on the breach of contract and defamation claims, and assigned her rights to pursue her insurer to the claimant.<sup>34</sup> The insurer argued that the insured’s conduct was not covered under the policy, in part, because it was not within the scope of professional services.<sup>35</sup> The insurer asserted that the alleged defamatory acts were “focused on billing practices and procedures, administrative issues, and the business relationship between the insured and her co-worker.”<sup>36</sup> The Policy covered services for which the insured is “licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the regulatory agency responsible for maintaining the standards of the profession.”<sup>37</sup> The Court

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# PLUS Curriculum Updates

As the leading educational resource for professional liability insurance, the PLUS Curriculum sets the standard for relevant and up-to-date information on the many fields in professional liability. To keep the material current, PLUS staff and volunteer subject matter experts strive to continually update the modules based on new legislation and trends impacting the industry. Several modules are now updated, with others in process.

Updated versions of the modules listed below and available for sale, with exams on the new material now available:

**Financial Analysis (C-04)**

**Fiduciary Liability (EXEC-12)**

The modules listed below are updated and available for purchase, with exams for these revised modules scheduled for release on October 15, 2012. **IMPORTANT NOTE: Anyone wishing to take an exam on the original versions of these modules must complete the exams BEFORE October 15, 2012.**

**Fundamentals of Liability Insurance (C-01)/CGL Insurance Overview (C-02)**

**Professional Liability Reinsurance (C-05)**

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*Trust Me, I'm a Professional continued from page 4*

first noted that the policy did not limit its definition of professional services to services “rendered” and it did not limit coverage to misconduct between the insured and her patients.<sup>38</sup> The Court further noted that there was no indication that the insured reasonably expected the policy to so limit the coverage.<sup>39</sup> The Court ultimately concluded that the defamatory acts were made in the context of the insured trying to preserve her license to practice before the state administrative board and, thus, “the alleged defamatory acts [were] in fact intertwined with her professional services as a counselor.”<sup>40</sup> As a result, the defamatory acts “fell within the ambit of professional services as defined by the policy.”<sup>41</sup>

The United States Court of Appeals for the First Circuit, applying Maine law, reached a similar conclusion in a more recent case involving a defamation claim asserted against a veterinarian insured.<sup>42</sup> In *Patterson*, the claimant animal owner alleged that the insured provided untruthful and damaging testimony against her at an animal possession hearing and performed a wrongful professional veterinary service on her animals.<sup>43</sup> Although the Court pointed out that the Complaint did not explicitly assert that the insured was negligent or committed malpractice in the furnishing of professional veterinary

services, the Complaint did “contain several allegations of wrongful conduct by [the insured] that could ‘potentially’ be so construed” so as to give rise to the insurer’s duty to defend.<sup>44</sup> In addressing the alleged defamatory statements, the Court noted that the policy covered libel, slander, or other defamatory remarks provided they took place in the furnishing of professional services and concluded that “[t]estifying as a professional veterinarian, as an expert witness, must logically be included in the scope of ‘professional veterinary services’ [absent an applicable exclusion].”<sup>45</sup>

Courts in other jurisdictions have reached similar conclusions in addressing coverage disputes involving claims alleging false or defamatory statements against other professional insureds.<sup>46</sup> Causes of action involving misrepresentations made by professional insureds have also fallen within the scope of coverage provided by professional liability policies.<sup>47</sup>

## Conclusion

As reflected by the case law cited above, whether claims fall, or potentially fall, within the coverage provided by professional liability policies will depend upon the alleged wrongful services, conduct, or activities that give rise to the liability at issue. In this regard, the concept of what does or does not constitute “professional services” is malleable and generally involves a fact-intensive analysis

of the claim at issue. For policies that list specific enumerated professional services, the determination of coverage can be a relatively straightforward exercise. However, professional liability policies that define the term broadly, or with less precision, leave open the possibility that coverage exists for conduct of a non-professional nature undertaken by professional insureds. Although recent decisional case law provides some guiding principles that can assist in determining whether a claim is covered by a professional liability policy, a careful analysis of both the policy language and the acts giving rise to the underlying liability is essential to reaching a proper coverage determination. ☀

*Endnotes for this article can be viewed in full on the PLUS website.*

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# Thank You Subject Matter Experts!

Since the last update of the PLUS Curriculum was begun in 2006, almost 15,000 modules have sold, showing the value the materials have as training and research resources for the industry. During the course of the original Curriculum project we utilized the expertise of over 80 Subject Matter Experts (SMEs) from the various disciplines of professional liability insurance. The SMEs provided input that was

essential for the technical writers to produce our library of 23 new books. In late 2011 we began the daunting task of updating these materials, and have once again looked to the specialized expertise of our SMEs. **Please help us acknowledge and thank these industry experts who have lent their time and considerable knowledge to this ongoing project.**

## SMEs for PLUS Curriculum Updates

C-04 Financial Analysis	
<b>Randy Hein, MBA</b> , Vice President & Product Manager Chubb Specialty Insurance	<b>David Stewart, MBA, CPCU, AAI, ARe, RPLU</b> , Vice President, Transatlantic Reinsurance Company
EXEC-12 Fiduciary Liability	
<b>Ryan Fitzsimmons</b> , Assistant Vice President, Underwriting, Executive Liability Division, Great American Insurance Company	<b>Rhonda Prussack</b> , Executive Vice President & Product Manager Chartis Insurance Company
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<b>Martin Hacala, JD</b> , Vice President & Claims Department Manager General Star Management Company	<b>Lynn Jenkins, Esq., RPLU+, ASLI, CPCU, AU, ARM, CHFC, CLU</b> Professional Liability Product Development Manager Admiral Insurance Company
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<b>Wendy Mellk, Esq.</b> , Partner, Jackson Lewis LLP	
C-08 Directors & Officers Liability Insurance: Introduction	
<b>Robert Benjamin, Esq.</b> , Associate Kaufman Borgeest & Ryan LLP	<b>Wayne Borgeest, Esq.</b> , Founding Partner Kaufman Borgeest & Ryan LLP
<b>Kevin LaCroix, Esq., RPLU</b> , Director Oakbridge Insurance Services	<b>Lisa Shrewsberry, Esq.</b> , Partner Traub Lieberman Straus & Shrewsberry LLP

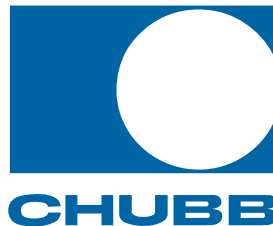
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state attorney to appear in an arbitration proceeding, provided that the attorney obtain the permission of the arbitral forum and file a certificate with the California State Bar.<sup>8</sup>

In *Gould v. Harkness*, a federal district court held that a New York lawyer engaged in the unauthorized practice of law by proposing to represent Florida clients out of an office in Miami without being licensed in Florida.<sup>9</sup> Florida subsequently amended its ethics code and court rules to permit a limited annual number of appearances by out of state attorneys in alternative dispute resolution proceedings on behalf of clients in the lawyer's home state or in matters reasonably related to the lawyer's licensed practice, upon registration with the Florida bar and payment of a fee.<sup>10</sup>

Other jurisdictions have held that appearance in an arbitration is the practice of law. In *Disciplinary Counsel v. Alexicole, Inc.*,<sup>11</sup> an Ohio Court enjoined a corporation owned by lay persons from representing clients in arbitrations venued in Ohio. In that case, a non-lawyer was found to be engaging in the unauthorized practice of law when he

"regularly prepares statements of claim, conducts discovery, participates in prehearing conferences, negotiates...settlements, and participates in mediation and arbitration hearings, all on behalf of Alexicole clients."<sup>12</sup>

On the other hand, authorities in several states do not consider arbitration the practice of law. Illinois has held that the act of representing another person in an arbitration is not the practice of law such that admission in the forum state is not required.<sup>13</sup> An ethics committee in New Jersey has opined that an out of state attorney may participate in an arbitration in that state without engaging in unauthorized practice of law.<sup>14</sup>

The American Bar Association, in response to *Birbrower*, amended its Model Rules of Professional Conduct to facilitate multi-jurisdictional practice by attorneys. The 2002 amendments to ABA Model Rule 5.5(c) opened the door to a broader scope of multi-jurisdictional practice in furtherance of alternative dispute resolution proceedings in some settings. The ABA model rules are suggestions for state bars, not enforceable disciplinary rules. The individual states are free to modify or ignore the ABA Model Rules,

and many states do. For example, New York, whose courts had a long history of permitting ADR appearances by lawyers from other jurisdictions without obtaining admission *pro hac vice*, recently declined to adopt ABA Model Rule 5.5.<sup>15</sup>

ADR practice is becoming more national in scope. Over time, it is inevitable that the individual states will gradually come to accommodate the trend more liberally to permit interstate practice by ADR practitioners. But until that day, ADR practitioners are well-advised to research and investigate the UPL regulations of a forum state before entering an appearance in a FINRA arbitration. ♦

*The views expressed in this article are not necessarily the views of Everest National Insurance Company.*

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#### Endnotes

1 See: FINRA Rules 12208, 13208.

2 See <http://stockloss.com>. Stock Market Recovery Consultants Inc. is an organization staffed by laymen which claims to have a 95% success rate in recovering losses for investors.

3 See, e.g., [www.vlplawgroup.com](http://www.vlplawgroup.com), advertising for Virtual Law Group LLP, which does not mention ADR, litigation or FINRA practice.

4 See: e.g., *Florida Bar v. Rapoport*, 845 So. 2d 874 (Fla. 2003); *Birbrower, Montalbano, Condon & Frank v. Superior Court*, 949 P. 2d 1 (Cal. 1998).

5 949 P.2d 1 (Cal. 1998).

6 949 P.2d at 2.

7 949 P.2d at 5-6.

8 Cal. Civ. Proc. Code § 1282.4. This provision was scheduled to sunset in 2011.

9 470 F.Supp. 2d 1357 (S.D. Fla. 2006), *aff'd*, 2007 U.S.App. LEXIS 28968 (11th Cir. 2007).

10 Fl. Rule 4-5.5, quoted in, *In re Amendments to the Rules Regulating the Florida Bar and the Florida Rules of Judicial Administration*, 907 So. 2d 1138 (2005).

11 822 N.E.2d 348 (Ohio 2004).

12 822 N.E.2d at 349.

13 801 N.E.2d 1017 (Ill. App. 2003).

14 N.J. Comm. on Unauthorized Practice of Law, Op. 28, 138 N.J.L.J. 1558, 1994 WL 719208 (1994).

15 See Barry Temkin, *State Regulation of Unauthorized Practice of Law in Arbitration*, 42 BNA Securities Regulation & Law Reports 1561 (8/16/10), [http://works.bepress.com/barry\\_temkin/23](http://works.bepress.com/barry_temkin/23).

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# Get Ahead with PLUS University

PLUS University is a fast-paced, 2-day program for individuals new to the professional liability insurance industry. PLUS U provides instruction on the key concepts and primary disciplines in professional liability, empowering attendees to excel in their careers.

The 2012 edition of PLUS U includes a new format, with attendees receiving complimentary copies of the first two PLUS Curriculum modules, Fundamentals of Liability Insurance/CGL Insurance Overview. They will review the “Fundamentals” module prior to two days of in-depth, in-person learning, August 20-21, at the Hyatt Regency Chicago.

*Put your career on a winning trajectory – register for PLUS University at [plusweb.org/education/plus\\_u](http://plusweb.org/education/plus_u) today!*



## The Ultimate Professional Liability Job Site

Do you need to find a qualified person to fill a professional liability position? PLUSweb.org, the premier site for professional liability, offers a job site that will reach thousands of qualified individuals. For a small fee you can post your position and reach the right individual(s).

If you're looking for a new opportunity, Career HQ has job postings from many key companies within the professional liability industry.

Search the listings to find the job you're looking for—at no cost.

So whether you're looking for an employee or employment, the PLUS Career HQ is the place to start. Visit the Career HQ site today!

***[plusweb.org/careers](http://plusweb.org/careers)***

# PLUS Foundation 2012 Gilmartin Scholarships Awarded


The Leo Gilmartin Scholarship is an important part of the PLUS Foundation's commitment to education and serving the Society's membership. Since 1996 PLUS and the Foundation have awarded four-year college scholarships of up to \$10,000 each, to children of PLUS members and sponsor company employees. This competitive scholarship recognizes excellence in academics, extracurricular activities and community service. Seventy scholarships have been awarded since the program's inception.

## 2012 Gilmartin Winners

**Jillian Lanney** of Concord, NH, was a National Merit Scholarship Finalist and High Honor Roll Member all four years of high school. She was also Vice President of the National Honor Society, Treasurer of the National Art Honor Society, and Captain of the Varsity Rowing Crew. She has volunteered time in El Salvador and as a peer mentor. Ms. Lanney will be studying International Relations at Brown University.

**Jake Levine** of Teaneck, NJ, was on the Principal's Straight A Honor Roll for four consecutive years, and served as Treasurer of the National Honor Society. He was regularly part of his school's Dramatic Productions, and served on the Yearbook Committee. He has volunteered at a camp in Israel for underprivileged children. Mr. Levine will be studying Dramatic Arts at Muhlenberg College.

**Samuel Schraer** of Basking Ridge, NJ, was a Finalist for the National Merit Scholarship, an AP Scholar with Distinction, and honored as a National Hispanic Scholar. He competed nationally as a member of the Speech and Debate Team, and was president of the Ethics Club. He has volunteered as a private tutor and a recreation director at a retirement home. Mr. Schraer will be studying Chemical Engineering at Cornell University.

**Kathryn Windels** of Belle Harbor, NY, was a National Merit Commended Student, an AP Scholar, and won the Villanova University Book Award and George Washington University Engineering Medal. She served as Co-Captain of the Forensics Team and played violin in the Chamber Music Ensemble. She has volunteered hundreds of hours with the Special Olympics. Ms. Windels will be studying Mathematics at Georgetown University. 

*Each of these students represents the high level of academic and community achievement that the Foundation looks for when awarding these scholarships. We wish them the best in their future endeavors.*

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# Calendar of Events

## Chapter Events\*

### Canada Chapter

- Fall 2012 · Networking · Calgary, AB and Toronto, ON

### Eastern Chapter

- July 16, 2012 · PLUS Foundation Golf · Echo Lake · New York, NY
- September 13, 2012 · Educational · New York, NY
- December 2012 · Winter Social · New York, NY

### PLUS Europe

- November 2012 · Educational · London

### Hartford Chapter

- Fall 2012 · Educational · Hartford, CT
- Winter 2012 · Networking · Hartford, CT

### Mid-Atlantic Chapter

- July 24, 2012 · PLUS Foundation Golf · Philadelphia, PA
- September 27, 2012 · Educational · Washington, DC
- December 2012 · Educational and Social · Philadelphia, PA

### Midwest Chapter

- July 11, 2012 · PLUS Foundation Golf · Chicago, IL
- September 2012 · Educational · Chicago, IL
- December 2012 · Holiday Party · Chicago, IL

### New England Chapter

- September 13, 2012 · Networking · Boston, MA
- October 4, 2012 · Educational · Boston, MA
- December 6, 2012 · Holiday Party · Boston, MA

### North Central Chapter

- September 20, 2012 · Educational · Minneapolis, MN
- December 2012 · Networking · Minneapolis, MN

### Northern California Chapter

- July 20, 2012 · PLUS Foundation Golf · East Bay, CA
- August 2012 · Educational · East Bay, CA
- September 2012 · Networking · San Francisco, CA
- Fall 2012 · Educational · San Francisco, CA

### Northwest Chapter

- August 2012 · Networking · Seattle, WA
- December 2012 · Educational · Seattle, WA

### Southeastern Chapter

- September 20, 2012 · Educational · Richmond, VA
- November 29, 2012 · Holiday Party · Atlanta, GA

### Southern California Chapter

- June 21, 2012 · Educational · Los Angeles, CA
- September 2012 · Educational · Los Angeles, CA
- December 2012 · Holiday Party · Los Angeles, CA

### Southwest Chapter

- September 2012 · PLUS Foundation Golf · Denver, CO
- October 2012 · Educational · Scottsdale, AZ
- December 2012 · Networking · Scottsdale, AZ

### Texas Chapter

- June 21, 2012 · Networking · Houston, TX
- August 2, 2012 · Networking · Austin, TX
- September 6, 2012 · Bowling for PLUS Foundation · Houston, TX
- September 19, 2012 · Educational · Dallas, TX
- September 20, 2012 · Educational · Austin, TX

*\*Many Chapter event dates will be finalized and reported in future issues. You can also visit the PLUS website to view the most up-to-date information.*

## International Events

### 25<sup>th</sup> Annual International Conference

- November 7-9, 2012 · Sheraton Chicago Hotel & Towers · Chicago, IL

### 2013 D&O Symposium

- February 6 & 7, 2013 · Marriott Marquis Hotel · New York, NY

### 2013 Medical PL Symposium

- April 10 & 11, 2013 · Hyatt Regency Chicago · Chicago, IL

### 2013 Professional Risk Symposium: EPL, E&O and Fiduciary

- April 10 & 11, 2013 · Hyatt Regency Chicago · Chicago, IL



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The mission of the Professional Liability Underwriting Society is to enhance the professionalism of its members through education and other activities and to responsibly address issues related to professional liability. PLUS was established in 1986 as a nonprofit association with membership open to anyone interested in the promotion and development of the professional liability industry.

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