

- AV rating awarded to Hansen Law Firm, LLC
- Hansen Law Firm included in AM Best's Directories of Recommended Insurance Defense Attorneys
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HLF Law Reporter

OCTOBER 6, 2006

Hansen Law Firm is AV Rated

We are pleased to announce that Lawrence M. Hansen of Hansen Law Firm, LLC has received the prestigious **AV rating** from Martindale Hubbell. In addition, Hansen Law Firm, LLC, has been accepted in the Best's Directories of Recommended Insurance Defense Attorneys.

We are pleased that the hard work and dedication provided to our clients has been recognized by the insurance defense industry as well as by the bar. To all those that helped HLF achieve these goals through recommendations and evaluations, we say thanks.

We promise to continue to provide aggressive, efficient and effective representation to our clients. The rating descriptions mandated by Martindale Hubbell appear in this article. Please note that CV, BV and AV ratings are registered certification marks of Reed Elsevier Properties, Inc., used in accordance with the Martindale Hubbell certification procedures,

standards and policies.

CV Peer Review Rated: The CV Rating is a good first rating for lawyers and a definitive statement of their above average ability and unquestionable ethics. This is the maximum rating a lawyer can receive who has been admitted to the bar 3-4 years.

BV Peer Review Rated: The BV rating is an excellent rating for a lawyer with more experience. This is the maximum rating a lawyer can receive who has been admitted to the bar from 5-9 years.

AV Peer Review Rated: An AV rating is a significant accomplishment—a testament to the fact that a lawyer's peers rank him or her at the highest level of professional excellence.

A lawyer must be admitted to the bar for 10 years or more to receive an AV rating.



HLF wins summary judgment in bad faith claim

Although the matter is still pending through an appeal process, HLF proudly reports that Lawrence M. Hansen and Linda Turner Jelks successfully defended an auto liability carrier client against a claim brought by an insured and an excess verdict holder. After numerous depositions and unending allegations of bad faith, the Trial Court conducted a hearing on the pending motion for summary judgment. The Court found no genuine

issue of material fact and found no evidence of bad faith. Plaintiffs argued that since the carrier failed to pay its policy limits pursuant to a "time limited" demand, within 10 days of the demand, the carrier was liable for the excess verdict which occurred years later. The Court noted that the carrier offered its limits days after the suit was filed. In response to the offer, plaintiff rejected the offer and proceeded to trial on the wrongful death

claim. Plaintiff obtained a judgment in excess of the insured's policy limits. The insured filed for bankruptcy protection. The trial court found the delay in offering was not evidence of bad faith. The mere failure to pay the policy limits within an arbitrary time deadline set by plaintiff's counsel was not evidence of bad faith.

Further reports will be forthcoming upon appeal completion.

Insured's absolute duty to provide documentation

Morris v Economy Fire & Casualty, 848 NE2d 663 (Ind. 2006). In an action brought by the insureds against their insurance carrier to recover for bad faith in the handling of a property loss, the Indiana Supreme Court found that the insureds breached the policy with their carrier by refusing to submit to examinations under oath until the insurer produced the insured's prior recorded statements and the insureds had a contractual obligation to provide documents without a court ruling on what documenta-

tion was reasonable. This dispute arose from specific duties imposed upon the insured such as (1) show the damaged property, (2) provide us with written records and documents we request and (3) submit to an examination under oath. The insureds argued that these duties were subject to a reasonableness standard. The Court disagreed and held "this reference to reasonableness, however, describes how often the insurer can make requests, not the nature and extent of the information or statement sought. The

[insureds] breached the contract as a matter of law when they refused to provide an examination under oath until Economy fulfilled additional conditions prescribed by the insureds. The obligations the insureds owed to the carrier were contractual and compliance was not optional or subject to a trial court's determination of reasonableness.

By: **Lawrence M. Hansen**



Court will not allow plaintiffs to sell off their personal injury claims for pursuit by others.

Chiropractic assignment of benefits is unenforceable

Midtown Chiropractic v Illinois Farmers Ins. Co., 847 NE2d 942 (Ind. 2006). Champerty and maintenance are terms not frequently discussed in recent years. However, these long forgotten terms have re-surfaced in our old friend, the physician's lien. We have frequently opined as to the unenforceability of such liens. In this case, a chiropractic clinic seeks to assert an assignment signed by its patient to collect from a liability carrier that already paid the BI claimant. Midtown contended that the assign-

ment of proceeds from the BI settlement is enforceable as an equitable assignment. It claimed the assignment was not the claim itself but rather from the proceeds of the claim. Midtown argued that the property interest transferred to it under the



assignment is "an immediate and existing right to share in the proceeds of any settlement or the recovery of any judgment to the extent of its fees for the chiropractic treatment. The Indiana Supreme Court rightly corrected the good doctor in stating that causes of action in tort for personal injuries are not assignable. The Court has found such assignments to be against public policy and will not allow plaintiffs to sell off claims for pursuit by others.

By: **Lawrence M. Hansen**

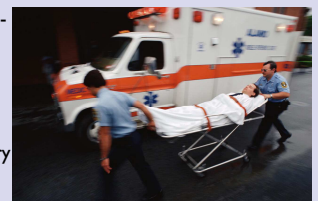
"Hit and Run" auto redefined

Gillespie v. Geico, 850 N.E.2d 913 (Ind.App. 2006). As with any contract, the courts interpret insurance policies with the goal of ascertaining and enforcing the parties' intent as manifested in the insurance contract. However, when ambiguous terms raise their ugly heads, those terms may be used against the insurer. Many auto policies contain the following exclusion:
The term "uninsured auto" does not include:
A vehicle whose owner or operator cannot be identified.
It seems pretty straightforward, but is it? In Gillespie, Geico's insured, Robert Gil-

lespie sought to recover uninsured motorist (UM) benefits for an accident caused by an unknown driver who fled the accident scene. The Trial Court granted Geico's Motion for Summary Judgment based upon the policy provision excluding vehicles whose owner or operator cannot be identified.
It's true that Gillespie did not have a plate number, a name or an address of the driver. However, Gillespie did provide that he was hit by a "white Honda driven by a Caucasian female." The Court on appeal questioned the term "identified" and after reviewing various dictionaries, concluded that a reasonable policyholder

could read "identified" to mean, "described, distinguished, picked out, or recognized." Based upon these meanings, the Court determined that the description given by Gillespie seemed to meet the requirements of "identified." Since the Court also found that there are several other plausible meanings for "identified", it found the term to be ambiguous. The courts construe ambiguous language strictly against the insurer when a dispute involves an insurer and its insured. Thus, the Court found the white Honda to be an uninsured auto under the Policy. The moral to the story – make certain that your policies define those terms that that can have several interpretations or meanings.

By: **Linda Turner Jelks**



UIM limits to limits comparison survives

Grange Insurance Company v. Graham, 843 N.E.2d 597 (Ind.App. 2006) trans. denied.

It's fairly common knowledge that a "per person" limits to limits comparison is utilized when determining whether a person is entitled to underinsured coverage. However, plaintiffs continue to argue that the same rules don't necessarily apply to "per accident" limits to limits comparisons. The court continues to hold that, under certain circumstances, it does.

Grange involved a vehicle owned by Tina Mikuly and a vehicle operated by Cheryl Graham and owned by Sandra Adams. Elsie Dilts, Sandra Adams, Peggy Huddleston and Denise Graham were all passengers in the vehicle Cheryl Graham was operating.

Tina Mikuly was insured under an automobile policy issued by Indiana Insurance Company, with liability limits of \$100,000 per person and \$300,000 per accident. Indiana Insurance paid its total per accident limit of \$300,000.00, which was split equally among the five plaintiffs, including Adams. As a result, each plaintiff received \$60,000.00. Thereafter, all five plaintiffs sought coverage under the underinsured provisions of Adams' policy with Grange Insurance. Adams' policy limits were identical to those of Mikuly, \$100,000 per person and \$300,000 per accident.

The Court of Appeals concluded that if the five plaintiffs would have recovered only under the Adams policy, their total recovery would have been capped at \$300,000. Assuming that each received equal shares, the individual recoveries would have still been \$60,000.

The court concluded that, in situations such as this, the goal is to give the insured at least the same coverage as if his or her own underinsurance policy was the only one that applied. In Grange, if Mikuly was uninsured, and Adams' policy applied, the total amount available to the five plaintiffs would have been \$300,000 or \$60,000 each. For this reason the Court held a "per accident" limits to limits comparison was appropriate and that the plaintiffs were not entitled to collect pursuant to the underinsured motorist provisions of Adams' policy with Grange.

By: Linda Turner Jelks

"per accident" limits to limits comparison was appropriate and the plaintiffs were not entitled to collect pursuant to the underinsured motorist provisions

Business Operation Materials Discoverable From Carrier in Bad Faith Claim

Allstate Insurance v Scrogan, 851 NE2d 317 (Ind. Ct. App. 2006). In this decision, the Indiana Court of Appeals upheld wide latitude for the trial court in the discovery of "unrelated" corporate information in a claim prosecuted by the insured against his carrier. The Court held that the trial court did not abuse its discretion by finding that the insured's requests which sought a wide variety of corporate information such as documents pertaining to **compensation for adjusters, training materials, and organizational documents**, did seek information that was reasonably calculated to lead to the discovery of admissible evidence, where insured sought information in an attempt to better understand the conduct

of the individuals involved in his claim. The Court also upheld the insured's request for documents related to prior bad faith claims against the carrier but limited the request to 3 years. The Court upheld the balancing instituted by the trial court accounting for the need for information versus the burden of supplying it.

As to claim valuation practices, Allstate claimed Colossus materials were trade secrets and entitled to protection. Allstate also sought protection for employee and corporate information. The Court of Appeals found that the trial court did abuse its discretion in not granting Allstate's request for a protective order. The Court of Appeals agreed with Allstate's position as to protection. Allstate contended the following documents were subject to a proper protective order:

All documents pertaining to employment compensation, all manuals and documents relative to performance, evaluation and compensation, incentive programs and retirement funds, all cost control manuals and all training manuals. Interestingly, Computer Services Corporation (CSC), the developer and owner of the Colossus software sought to intervene in the trial proceeding to protect its program from disclosure to competitors. The trial court denied the petition to intervene and the requested protective order.

This decision substantially broadens the prior practice in bad faith discovery. The insured now seems to have authority to request far-reaching documents not previously produced.

By: Lawrence M. Hansen

Settlement and Verdict Reports

File Opening Date: 2/22/2005

Caption: Founders a/s/o Joshua Shuffitt v. Cowan, 49K06-0502-SC-1264

Court: Marion County, Warren Township Small Claims Court

Injuries: property damage only

Date of closing: Pending defendant's payment of judgment

Plaintiff's Initial Demand: \$3,684.25

Trial or Settlement: Settlement

Trial Judge:

Verdict/Settlement Amount: \$2,320

Plaintiff's Attorney: Thomas R. Harper

Defense Attorney: *Pro se*

Case Information: This case arises from a car accident on February 20, 2003. The Defendant ran a stop sign, pulling into Joshua Shuffitt's path. Defendant tried to avoid Shuffitt, but slid on ice into Shuffitt's vehicle.

File Opening Date: 11/23/2004

Caption: Christopher Dugan v Jacob Watson, 32D03-0512-CT-036

Court: Hendricks Superior Court 3

Injuries: spinal fractures of the cervical and thoracic vertebrae; fractured scapula and collar bone; fractured metatarsal; and multiple injuries to the head, knee, chest, shoulder, neck, and back

Medical Specials: \$249,291.49

Lost Wages: Unknown

Date of closing: Pending Order of Dismissal

Plaintiff's Initial Demand: \$50,000 policy limits

Trial or Settlement: Settlement

Trial Judge: Karen Love

Verdict/Settlement Amount: \$50,000

Plaintiff's Attorney: Lawrence M. Hansen, Thomas R. Harper

Defense Attorney: Michael Bain, Hume Smith Geddes Green & Simmons

Case Information:

File Opening Date: 2/27/2006

Caption: Ronald Abner v. Go America Auto Insurance and American United Life Insurance, 49D07-0602-PL-5210

Court: Marion Superior Court 7

Medical Specials: N/A; property damage only, \$20,000+

Lost Wages: N/A

Date of closing: Pending Order of Dismissal

Plaintiff's Initial Demand: \$27,526 + bad faith damages

Trial or Settlement: Settled

Trial Judge: Gerald S. Zore

Verdict/Settlement Amount: \$21,454, 0 bad faith damages

Plaintiff's Attorney: Jason Shartzter, Law Offices of Buddy Yoshia

Defense Attorney: Lawrence M. Hansen

Case Information: Plaintiff claimed to have left his vehicle on the side of the highway late on Sunday, October 17, 2004, because he had a flat tire while driving on I-65. He came back the next morning, after having been at work for 2 hours, to change the tire. When he arrived at the vehicle, he found an Indiana State Police trooper supervising the towing of the vehicle. The officer had witnessed the vehicle sitting on the side of the road, engulfed in flames. The Perry Township Fire Department arrived and put out the fire, and then the officer arranged for the vehicle to be towed. The Perry Township Fire Department conducted an arson investigation. Vin Locksmiths, Inc., conducted an investigation for Go America, which



indicated the flat tire was the result of 2 cuts in the sidewall of the tire, most likely made by a knife. On March 28, 2005, Go America denied plaintiff's claim for this loss, on the basis of an exclusion of coverage for a loss intentionally caused by or at the direction of an insured.

File Opening Date: 11/23/2004

Caption: Tony Gibson v Nicole Hoggatt, 03D01-0401-CT-21

Court: Bartholomew Superior Court 1

Injuries: emotional distress and depression

Medical Specials: Unknown psychological treatment

Lost Wages: Unknown

Date of closing: 5/26/2006

Plaintiff's Initial Demand: \$100,000

Trial or Settlement: Settlement

Trial Judge: Chris D. Monroe

Verdict/Settlement Amount: \$6,000

Disposition: Dismissed

Plaintiff's Attorney: David W. Craig, Scott A. Faultless, Craig Kelley & Faultless

Defense Attorney: Lawrence M. Hansen

Case Information: This case concerned a fatal

motor vehicle accident which occurred on April 1, 2003. Plaintiff contended that defendant crossed the center line and caused the accident, whereas defendant denies crossing the center line, though she cannot explain why the accident occurred. In any case, the two vehicles collided, resulting in the death of the second driver, Jessie Caldwell. Ms. Caldwell had been living with plaintiff prior to her death. Shortly after the accident occurred, plaintiff came upon the scene and discovered Ms. Caldwell, who had severe head injuries. He stayed with her until ambulance personnel arrived and transported her to the hospital, where she was pronounced dead. Plaintiff asserted that he suffered severe emotional distress and depression, which affected his ability to function as a whole person, as a result of the accident. His claim included expenses for psychological treatment, lost income due to his inability to work, and compensation for his emotional distress. Plaintiff declined to quantify the financial claims.

File Opening Date: 10/24/2005

Caption: Joshua Traut vs. Glenn Hughes, 49D05-0510-CT-40436

Court: Marion Superior Court 5

Injuries: closed comminuted right first metatarsal base fracture (requiring open reduction internal fixation), fraction dislocation first tarsometatarsal joint right foot, left shoulder AC joint sprain, multiple abrasions about the head and extremities, and permanent scarring.

Medical Specials: \$17,600+

Lost Wages: N/A

Date of closing: 6/26/2006

Plaintiff's Initial Demand: \$25,000 policy limits
Trial or Settlement: Dismissed for failure to prosecute

Trial Judge: Gary L. Miller

Verdict/Settlement Amount: \$00

Plaintiff's Attorney: *Pro se* (Nunn Law Office withdrew)

Defense Attorney: Lawrence M. Hansen

Case Information: On May 22, 2004, Plaintiff was a passenger in a vehicle operated by Defendant, traveling on Railroad Road in Indianapolis, Indiana, when Plaintiff climbed out of the vehicle window and onto the top of its roof. Plaintiff alleged that Defendant negligently drove his vehicle and caused Plaintiff to fall from the top of the vehicle. Plaintiff sought compensatory and punitive damages.

File Opening Date: 7/19/2005

Caption: Michelle Spinks v. David Callahan, 48C01-0507-CT-00668

Court: Madison Circuit Court

Injuries: whiplash, headaches, back pain

Medical Specials: \$5,750.00

Lost Wages: N/A

Date of closing: 5/24/06
Plaintiff's Initial Demand: \$17,500.00
Trial or Settlement: Settlement
Trial Judge: Fredrick R. Spencer
Verdict/Settlement Amount: \$6,000
Plaintiff's Attorney: Lisa DeLey, Howard DeLey & Dudley
Defense Attorney: Thomas R. Harper
Case Information: This case arises from a car accident on April 22, 2004, in Anderson, Indiana. The accident involved three vehicles, and a rear-end collision. The accident report indicates that no one was injured, but does reflect that Plaintiff complained of headache after the accident, but refused medical attention. No one else had any symptoms or complaints as a result of the accident.

File Opening Date: 5/27/2005
Caption: Farm Bureau /Martin v Justin Hall, 82D03-0504-CC-1852
Court: Vanderburgh Superior Court 3
Injuries: damage to property including a building and a light pole
Medical Specials: N/A
Lost Wages: N/A
Date of closing: Pending Order of Dismissal
Plaintiff's Initial Demand: \$5,103.53
Trial or Settlement: Settlement
Trial Judge: Judge Trockman
Verdict/Settlement Amount: \$2,100.00
Plaintiff's Attorney: Michael P. Irk, Douglas Moyer & Irk, PC
Defense Attorney: Thomas R. Harper
Case Information: This case concerns a single vehicle accident on 5/7/2003. Defendant, Justin Hall, lost control and ran off the road, causing property damage to a building and a light pole

File Opening Date: 12/9/2004
Caption: Jason and Angela Seaver v. Freddie Poynor and Kenny Glass, Inc., 03D01-0410-C-1743
Court: Bartholomew Superior Court 1
Injuries: comminuted segmental fractures of left tibia; comminuted segmental fracture of the left femur; multiple lacerations; ulnar fracture on the inside of the forearm; complication of an infection in a bone graft.
Medical Specials: \$153,417.58
Lost Wages: \$10,336.20
Date of closing: Pending Order of Dismissal
Plaintiff's Initial Demand: Not stated
Trial or Settlement: Settlement
Trial Judge: Chris D. Monroe
Verdict/Settlement Amount: \$855,118.68 over 20 years
Plaintiff's Attorney: Ralph Hoover, Eckert Craven, PC
Defense Attorney: Lawrence M. Hansen
Case Information: On September 27, 2003, Jason Seaver was injured in a collision while operating his motorcycle. Mr. Poynor made a left hand turn in front of Mr. Seaver, and fault was not at issue. Mr. Poynor was employed by Kenny Glass, Inc., at the time of the accident and was using a vehicle owned by it.

File Opening Date: 11/23/2004
Caption: Karen Kennedy and James Kennedy v. James Keller, 06C01-0203-CT-106
Court: Boone Circuit Court
Injuries: left fibular head fracture, nasal abrasions, left forearm abrasions, concussion, extensive hematoma to right leg,

plantar fasciitis; treatment included left knee proximal lateral meniscectomy
Medical Specials: \$18,867.75
Lost Wages: \$12,860.50
Date of closing: Pending Distribution of Settlement
Defendant's Initial Offer: \$5,000.00
Trial or Settlement: Settled during Trial
Trial Judge: Steven David
Verdict/Settlement Amount: \$55,000
Plaintiff's Attorney: Lawrence M. Hansen / Thomas R. Harper
Defense Attorney: Robert Smith, Michael Hughs, Smith & Wade
Case Information: As Plaintiff drove to work on her motorcycle, Defendant apparently attempted to avoid hitting a deer. Defendant's pickup truck crossed the center line, striking Plaintiff's motorcycle in the left side and knocking her off the road.
File Opening Date: 3/24/2005
Caption: Founders a/s/o Noga vs. Pamela Spillers, 02D01-0510-PL-456
Court: Allen Superior Court 1
Injuries: N/A; property damage only
Lost Wages: N/A
Date of closing: 4/10/2006



Plaintiff's Initial Demand: \$6,369.68
Trial or Settlement: Settlement
Trial Judge: David J. Avery
Verdict/Settlement Amount: \$3,184.84
Plaintiff's Attorney: Thomas R. Harper
Defense Attorney: Daniel J. Palmer, Hunt Suedhoff Kalamaros, LLP
Case Information: This case arises from a car accident on 11/29/2003. Your insured, Ms. Noga, slid on ice and snow, losing control of her vehicle, and came to rest near the stop sign of the intersection, with the back wheels, or part of the back end, in the roadway. Thereafter, Defendant lost control of her vehicle and struck the Noga vehicle (causing the Defendant's vehicle to hit the Noga vehicle twice).

File Opening Date: 6/6/2006
Caption: Ida May Whitney v. James A. Williams and Safeco Insurance Company of Illinois, 49D12-0603-CT-011055
Court: Marion Superior Court 12
Date of closing: Pending Order of Dismissal
Plaintiff's Initial Demand:
Trial or Settlement: Settled by adjuster

Trial Judge: Robyn L. Moberly
Verdict/Settlement Amount: \$25,000
Plaintiff's Attorney: Jeremy S. Baber, Stewart & Stewart
Defense Attorney: Lawrence M. Hansen
Case Information: File not reviewed; negotiated to settlement by adjuster.

File Opening Date: 5/16/2006
Caption: Founders a/s/o Price and Price v Estate of Schlaue, 57D01-0512-PL-022
Court: Noble Superior Court 1
Injuries: Schlaue was uninjured; Price suffered a slightly displaced fracture of the 7th left rib.
Medical Specials:
Lost Wages:
Date of closing: Pending Order of Dismissal
Plaintiff's Initial Demand:
Trial or Settlement: Settled
Trial Judge: Stephen Spindler
Verdict/Settlement Amount: 0; mutual dismissal

Plaintiff's Attorney: Karl T. Ryan for Founders Insurance; Richard K. Helm for Schlaue
Defense Attorney: Lawrence M. Hansen
Case Information: The facts about this accident, which occurred on December 20, 2003, are unclear. Both drivers left the scene before police arrived. It appears one of the drivers failed to yield the right of way; either Price pulled out from a stop sign in front of Schlaue, or Schlaue failed to stop at a stop sign.

File Opening Date: 9/9/2005
Caption: Curtis Eby & Barbara Eby vs. Sridevi Vedantam, Medical Mutual of Ohio and General Casualty, 89C01-0508-CT-018
Court: Wayne Circuit Court
Injuries: cervical strain and a right arm contusion (Curtis); chest wall and small finger contusions and cervical sprain (Barbara)

Medical Specials: \$4,040 (Curtis); \$5,292.30 (Barbara); total \$9,332.30
Lost Wages: None
Date of closing: Pending Order of Dismissal
Plaintiff's Initial Demand: \$121,122.56
Trial or Settlement: Settled
Trial Judge: Douglas VanMiddlesworth
Verdict/Settlement Amount: \$20,400
Plaintiff's Attorney: Edward C. Yim; Dyer, Garofalo, Mann & Schultz
Defense Attorney: Lawrence M. Hansen
Case Information: On September 16, 2003, Curtis and Barbara Eby were traveling westbound on National Road in Richmond, Indiana, when Sridevi Vedantam turned in front of them onto westbound National Road from southbound NW 8th Street, failing to yield the right of way.

File Opening Date: 9/2/2005
Caption: State Farm Mutual Ins. a/s/o Lester Jeffers, Jr. v. Samantha R. Camden, 73C01-0508-PL-14
Court: Shelby Circuit Court
Injuries: ER visit only, for neck and back pain
Medical Specials: \$1,934.16

Lost Wages: None

Date of closing: Pending Order of Dismissal

Plaintiff's Initial Demand: \$1,934.16

Trial or Settlement: Settled

Trial Judge: Charles D. O'Connor

Verdict/Settlement Amount: \$1,934.16

Plaintiff's Attorney: Teresa Muth Mysliwiy

Defense Attorney: Lawrence M. Hansen

Case Information: This matter concerns a car accident involving Mrs. Judith Jeffers, plaintiff's insured, and your insured, Samantha Camden. Mrs. Jeffers was driving southbound on Hale Road in Shelbyville when she stopped suddenly, apparently to avoid hitting a dog. Ms. Camden was following behind Jeffers, was unable to stop, and rear-ended the Jeffers' Dodge Durango.

File Opening Date: 1/13/2006

Caption: Erie Ins. a/s/o Schueler v Douglas Cockerham, 29D02-0601-CT-0015

Court: Hamilton Superior Court 2

Injuries: acute left shoulder contusion; left trap strain

Medical Specials: \$2,814.48

Lost Wages: None

Date of closing: Pending Order of Dismissal

Plaintiff's Initial Demand: \$3,042.19

Trial or Settlement: Settled

Trial Judge: Daniel J. Pfleging

Verdict/Settlement Amount: \$2,714.48

Plaintiff's Attorney: William S. Cohen,

Epstein Cohen Donahoe & Mendes

Defense Attorney: Lawrence M. Hansen

Case Information: On January 9, 2004, the insured, Doug Cockerham, rear-ended plaintiff's insured, Karen Schueler, after looking away from the road for a moment, and being too close to stop when he looked to the front. A third vehicle was involved when Ms. Schueler's vehicle was pushed forward into the third vehicle; however, that driver was not a party to this lawsuit.

File Opening Date: 4/19/2005

Caption: Jeffrey & Ava Burkhart v. Tracy Condon, 48D01-0504-CT-00318

Court: Madison Superior Court

Injuries: neck and lower back injuries for both plaintiffs

Medical Specials: \$4,004.65 claimed for Jeffrey; \$641.40 for Ava

Lost Wages: None

Date of closing: Pending Order of Dismissal

Plaintiff's Initial Demand: \$48,641

Trial or Settlement: Settled

Trial Judge: Dennis D. Carroll

Verdict/Settlement Amount: \$5,600

Plaintiff's Attorney: Doug Crawford, Benkie & Crawford

Defense Attorney: Lawrence M. Hansen

Case Information: Plaintiffs were stopped southbound on Scatterfield Road at the intersection of 56th Street in Anderson, Indiana. Plaintiffs maintain they were rear-ended by the insured while sitting at the red light. The insured asserts that she stopped behind plaintiffs, the light turned green and plaintiffs began to proceed but then stopped again, and the insured then rear-ended them.

File Opening Date: 6/27/2005

Caption: Founders vs. Crouse, Gonzalez, Espinosa-Praxedis, Carlson and Greenbaum, 53C01-0510-CT-02066

Court: Monroe Circuit Court

Injuries: coverage issues in death case

Damages: N/A

Lost Wages: N/A

Date of closing: Pending Order of Dismissal

Plaintiff's Initial Demand: Declaratory Judgment

Trial or Settlement: Summary Judgment granted

Trial Judge: Michael Hoff

Verdict/Settlement Amount: N/A

Plaintiff's Attorney: Linda Turner Jelks

Defense Attorney: James Brauer, Stewart & Irwin; Ronald Brodey, Bleecker, Brodey & Andrews; Tony Yorio

Case Information: Defendants Crouse, Espinosa-Praxedis, Carlson and Greenbaum were involved in a motor vehicle accident on April 11, 2005, resulting in the death of Ashley Crouse, and injuries and/or property damage to the other drivers and passengers. Founders' insured, Joaquin Gonzalez, was not a passenger. Defendant Espinosa-Praxedis was driving Gonzalez's vehicle without permission and was therefore determined to be neither an insured nor a permissive driver of the vehicle, and coverage was denied.

File Opening Date: 11/24/2004



Caption: Michael and Linda Walsh v. Realty Advisors, Inc., 06C01-0408-PL-436

Court: Boone Circuit Court

Damages: \$96,047.78 (cost of remediation)

Lost Wages: N/A

Date of closing: Pending Order of Dismissal

Plaintiff's Initial Demand: \$96,047.78 plus unspecified consequential damages

Trial or Settlement: Settled at mediation

Trial Judge: Steve David

Verdict/Settlement Amount: \$31,250

Plaintiff's Attorney: Daniel King, Locke Reynolds

Defense Attorney: Lawrence M. Hansen

Case Information: In 1998, Realty Advisors began developing real estate adjacent to plaintiffs' real property. Plaintiffs allege that Realty Advisors owed them a duty to develop the land in a manner that did not interfere with or alter the natural watercourse around their property, and that Realty Advisors breached that duty. Plaintiffs also alleged that in doing so, Realty Advisors violated Zionsville Zoning Ordinances and/or Indiana's Drainage Obstruction Act. Specifically, plaintiffs allege that the alteration of the topography began a

chain reaction which resulted in water collecting in plaintiffs' basement.

File Opening Date: 8/25/2005

Caption: Rick Napier v Amadeo Jimenez Galvan, 49D07-0508-CT-032961

Court: Marion Superior Court 7

Injuries: neck and back pain

Medical Specials: \$5,240

Lost Wages: \$8,663

Date of closing: Pending Order of Dismissal

Plaintiff's Initial Demand: \$30,000

Trial or Settlement: Settled at mediation

Trial Judge: Gerald S. Zore

Verdict/Settlement Amount: \$16,000

Plaintiff's Attorney: Lawrence M. Hansen

Defense Attorney: Todd Woodmansee, Samper

Atz Reid King Woodmansee & Gerber

Case Information: This automobile accident occurred on September 13, 2003, at the intersection of High School Road and Crawfordsville Road in Indianapolis. Both vehicles were stopped at the intersection prior to the accident. The collision occurred when the vehicles began to move for a green light. After beginning to move, traffic stopped again when a vehicle ahead of the parties in traffic turned right from the left hand lane; Defendant was unable to stop before rear-ending Plaintiff.

File Opening Date: 8/12/2005

Caption: Glen W. Winters vs. Rebecca Hatfield, 27D03-0507-SC-2918

Court: Grant Superior Court 3, Small Claims Division

Injuries: property damage only

Medical Specials: N/A

Lost Wages: N/A

Date of closing: 9/30/2006

Plaintiff's Initial Demand: \$3,975

Trial or Settlement: Settled

Trial Judge: Judge

Verdict/Settlement Amount: \$1,814.55

Plaintiff's Attorney: Pro se

Defense Attorney: Thomas R. Harper

Case Information: The insured, Rebecca Hatfield, stopped at a stop sign, then entered the intersection, pulling into the path of plaintiff's vehicle. Defendant's view was obstructed by the glare from the sun, and she didn't see plaintiff approaching.



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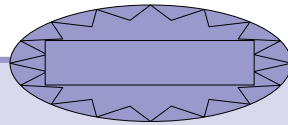
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**Aggressive, Efficient & Effective
Representation**

Hansen Law Firm, LLC, is a boutique litigation firm serving primarily the insurance industry. We concentrate our practice in the areas of insurance defense and coverage. Our practice covers the gamut of insurance defense matters, from automobile to commercial general liability to worker's compensation. In addition to our insurance defense practice, we also assist businesses and individuals with various legal matters important to protection of their interests.

We focus upon maintaining strong communication with our clients. Each matter handled by our office is personal and important to our clients and therefore is personal and important to us.



HLF does more than insurance defense

While insurance defense is the primary service rendered by Hansen Law Firm, LLC, please keep in mind that the lawyers practice in a diverse areas including criminal defense, family law, wills and trusts, probate and business transactions. In the event you, a family member or friend require legal assistance outside the



insurance
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world, please do not hesitate to contact us.

Our aggressive, efficient and effective representation has been provided to numerous non-insurance defense clients. Ordinary people need aggressive, efficient and effective representation. We offer such services beyond insurance defense because bad things happen to good



people.
Ex-

amples can be one too many cocktails after a business meeting, a child who has experimented with illegal consumption of alcohol or drugs and has been caught, financial planning through last will & testament or guardianship over a parent. Regardless of your legal need, please call.

