Construction Defect Class Action Suits Becoming More Common

Gavin G. McCarthy

Those of us in the construction industry are familiar with “construction defect” cases. There is, of course, an actual issue in those cases, with the parties disputing who is responsible for it. Take the common example of a building suffering from water intrusion. The dispute is not whether water intrusion is a problem but what is causing the intrusion. Is there a design flaw? Did the framer make a mistake installing the windows? Is there inadequate flashing? The case generally comes down to competing expert opinions, with an evidentiary hearing necessary to resolve the dispute.

Over the last several years, however, a new type of “construction defect” case has become more prevalent — the construction defect class action, in which a few construction defect plaintiffs (generally consumers) seek to represent everyone that bought the product. You would hardly recognize it as a construction case. The plaintiffs say they need not prove injury or causation, at least not in the traditional sense. That is, the claim is not that the windows are leaking, but simply that they are prone to leaking. And, rather than seeking repair costs, the plaintiffs seek so-called “price premium” damages: the difference between the purchase price of the windows and the hypothetical price the plaintiffs would have paid had they known that the windows were prone to leaking.

This approach likely seems bizarre to you. Why would a person with a leaky window want only a partial refund of the purchase price rather than repair cost? The answer is one of scale: by making the case about many products instead of just a few, the overall exposure in the case increases enormously.

A discussion of the strategies to deal with such actions once filed is beyond the scope of this article. We instead focus below on strategies for recognizing and avoiding the class action in the first place.

I. A Class Action Primer

Federal Rule of Civil Procedure 23 and many state corollaries permit a small number of plaintiffs to sue on behalf of many if certain conditions are satisfied. Under the federal rule, any proposed class must be “numerous,” there must be “common questions of law or fact” among the class, the plaintiff’s claims must be “typical” of the claims of the class, and the plaintiff must be able to “fairly and adequately” represent the class. See Fed. R. Civ. P. 23(a). In addition, the proposed class must meet the requirements of Rule 23(b), which most often means that common questions of law and fact “predominate over” any individual questions and that a class action be superior to other methods of resolving the disputes. See Fed. R. Civ. P. 23(b)(3).

In many construction defect class actions, the “predominance requirement” of Rule 23(b)(3) takes center stage. The plaintiff argues that the product contains a design defect that makes it “defective,” and that deciding that issue for the plaintiff is dispositive for all purchasers. The defendant argues that a product cannot be “defective” in the abstract, that determining whether and why a particular person’s product failed requires an individual inquiry, and that those individual inquiries “predominate” over

Under Construction (ISSN: 8756-7962) is published three times per year, by season, by the American Bar Association Forum on Construction Law, 321 North Clark Street, Chicago, Illinois 60654-7598. Under Construction seeks to inform and educate members of the bar by publishing articles, columns, and reviews concerning legal developments relevant to franchising as a method of distributing products and services.

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any abstract general question such that certification is inappropriate.

II. Recent Construction Defect Class Action Decisions Suggest Traditional Proof of Injury or Causation is not Required

A number of construction defect class actions have been decided recently. While the decisions vary depending on the judge and the precise allegations, certain of them suggest that proof of injury and causation in the traditional sense is not required. See, e.g., In re IKO Roofing Shingle Products Liab. Litig., 757 F.3d 599 (7th Cir. 2014) (Easterbrook J); Marcus v. BMW of North Am., LLC, 687 F.3d 583 (3d Cir. 2012); Pella Corp., et al. v. Saltzman, 606 F.3d 391 (7th Cir. 2010) (Posner, J); see also In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig., 678 F.3d 409 (6th Cir. 2012).

The Seventh Circuit’s IKO decision is illustrative. The plaintiffs were purchasers of roofing shingles said to be “defective” because they had not been appropriately tested prior to sale. The plaintiffs sought to represent all purchasers, split into two groups: those that had a manifest problem (who sought traditional damages) and those that did not (who sought price premium damages). The Seventh Circuit first summarized the variations among class members that the district court had found precluded certification: “IKO’s tiles are exposed to the elements, where they may fail no matter how well constructed. Tornados and hurricanes may rip them off; storms may lift them up so that water gets under them. Poor installation may shorten their expected life. At the same time, some tiles that flunk the D225 standard will last indefinitely.”

In short, the district court had found that there could be no class action because there was no way to know whether a particular person had suffered any harm as a result of the supposed defect without looking at the person’s shingles. While acknowledging the existence of these individualized issues, the Seventh Circuit nevertheless ruled that it could be appropriate to certify a class while deferring for another day the individual issues of injury and causation. In so doing, the Court did not grapple with the many problems with that approach. Was the price premium theory even theoretically viable under applicable state law? If so, what of the election of remedies problem posed by the two approaches, which the Court actually acknowledged? And how could the trial court possibly manage the tens of thousands of individual trials that would have to follow the generic class trial to determine whether any particular person was harmed?

In adopting this approach, the Court created a situation foreign to most contractors and construction lawyers: the potential for tens of millions of dollars in potential liability with a substantial lack of clarity as to how and when — if ever — the defendant would be permitted to provide evidence that someone else caused the problem or even that there was no problem at all.

III. Steps a Company Can Take to Minimize Risk Given the Uncertainty in the Cases

The mere filing of a construction defect class action poses a challenge for the defendant. Rather than having a well understood cause of action with finite exposure, suddenly the defendant faces great uncertainty. The underlying causes of action are governed by unclear legal standards, the exposure can be large, and the costs of defending the action both in expense and employee time commitment are substantial. At the same time, the cases can be hard to settle because of the large exposure and the requirement for court approval of any class settlement. It is not a situation that any company wants to be in. While there is no perfect way to avoid becoming the subject of a class action, there are certain steps a company can take to minimize the risk.

First, be aware of the warning signs. Virtually all building products have a few problems. But if more than the normal, small amount of product is leading to claims — even if there is variation in the nature or cause of the problem — there is a substantially increased risk that the product will ultimately become the subject of a construction defect class action.

Second, react to those warning signs. One obvious first step is to limit the exposure: fix or stop using the offending product. With respect to products already in the field, be prepared to go the extra mile. A construction defect class action needs a plaintiff, and many plaintiffs are created by bad customer service experiences. So consider whether it is appropriate to provide more than the limited warranty requires, to complete repair work beyond the warranty period, and/or to take other steps to keep customers happy. And communicate, communicate, communicate — making a customer feel heard often helps as much as anything.

Finally, get the word out to everyone in the organization to be careful when they talk about the product, especially in writing. One bad email, even one taken out of context, can have surprisingly large consequences even when the data shows that the problem is in fact not widespread.

IV. Communication is Critical

Construction defect class actions are a reality, and they are proliferating. Because the options for disposing of such an action once filed are less than ideal, do what you can to avoid the situation in the first place. Be attuned to the warning signs, go the extra mile when you see those warning signs, and communicate, communicate, communicate.

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Come on old man, you can do this!” These were my daughter’s words as I stood, throwing up, on the shoulder of Mount Kilimanjaro at about 18,000 feet. I had hiked all of New England’s highest peaks but Africa was vastly different territory for me. And after about 4 days on the mountain, altitude was now taking its toll — with nausea, fatigue and headaches. But skilled guides, excellent equipment, nutrition (prepared by others), made our climb the next day to the summit a success — 19,343 feet above sea level.

As construction lawyers we often labor in familiar territory to help our clients succeed. But sometime we can find ourselves in new places and out of our comfort zone. I think one of the joys of our field is the new stuff that gets hurled our way, learning how to deal with it, master it, and overcome it. And that’s where the Forum on Construction Law comes in.

Need a take on a new legal issue? Pick up any of our industry-leading publications or surf our online searchable knowledge base. Have a client that is dealing with a problem in another state? You have 5,000 “friends” that you can pluck from our online membership directory by geography or specialized Division. Need an expert? Our Associate Members and exhibitors are among the best in the business. Need practical advice on a new legal issue to help guide your clients. You’ll find it on these pages of Under Construction — like a timely piece on construction defect class actions in this issue. And, for a deeper dive on legal developments, the Forum’s Construction Lawyer is the very best in class for our industry.

And I’m just getting started. For nearly 40 years the Forum has been putting new and seasoned construction lawyers together in some of the best places in North America to learn, in one place, the best construction CLE on the planet. The fellowship and camaraderie that happens at our meetings, and at the times in between, has fostered business connections, introductions, and bonds of friendship that have lasted lifetimes. Ask some of our members about the lessons learned, a connection made, a moment of laughter or even a zany tale about something that happened at one of our meetings and you will get what I call a “Forum Story.” There are thousands of them.

And there are many more Forum Stories to tell. Go out and make some of your own. Get out of your comfort zone — and it doesn’t have to be at 19,000 feet. As your practice take you to new places and challenges, let the Forum be your guide. We have programs and publications and outstanding people. They can teach you, support you, equip you, nourish you — and even laugh with you. But all are dedicated to our core mission: Building the Best Construction Lawyers. Let the Forum help you be your best.

William M. Hill

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

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MESSAGE FROM THE EDITOR

Under Construction Goes Retro and Returns to Print

Jayne Czik

Tom and I are very excited about publishing Under Construction in print and on-line following years of publishing strictly on-line. Going forward, the Forum intends to publish an eight page print newsletter and an expanded on-line version three times per year. Some of you may be wondering why the Forum made this decision to go retro and return to delivering a print newsletter. Research found that many Forum members aren’t receiving the newsletter due to spam filters and in many instances, because they’ve inadvertently “opted out.” Under Construction’s authors deliver timely, high quality articles that are worth reading. Since receiving the valuable information published in Under Construction is a benefit of membership, the Forum is committed to doing whatever works best to ensure its members receive this information.

In addition to substantive legal articles, we intend to publish highlights about our members, programs and publications. Tom and I welcome your ideas. Let us know how we can make Under Construction more useful to you.

JAYNE CZIK, Citnalta Construction Corp.
Bohemia, New York

If you did not receive an email with your December edition of Under Construction, electronic delivery may be blocked by your spam filter. Please go to the following link for directions on how to opt in and unblock Under Construction. http://ambar.org/electronicinstructions

Nominating Committee Appointments

Per Section 6.1 of the Forum Bylaws, Forum Chair R. Harper Heckman (2015-2016) announces that the following Forum Members have been appointed to the Nominating Committee:

William M. Hill (Chair)
L. Frank Elmore
James S. Schenck, IV
Angela R. Stephens
David J. Theising
Richard J. Wittbrodt
Andrea G. Woods

The Nominating Committee as so constituted is charged per the Bylaws with nominating one Forum Member for the position of Chair-Elect, and four Forum Members for the four open positions on the Governing Committee. Those persons wishing to be considered for an open position should submit their expression of interest/self-nomination to the Chair of the Nominating Committee, William M. Hill (contact information below), by Friday, January 8, 2016.

Nominations may be made by the candidates themselves or by third-persons on their behalf. All nominations or expressions of interest should include a resume and a written submission that details the candidate’s activities in the Forum, the ABA and the legal profession. In addition, the Committee is interested in why the candidate wishes to serve in this role, and if the candidate has any initiatives he or she may be interested in proposing if elected to the position sought. The Chair of the Nominating Committee will perform a confidential check of all candidate names against relevant bar association published disciplinary and ethics violations records. In accordance with the Forum’s Bylaws, any nominee for Chair-Elect must have served at least two years on the Governing Committee.

The Nominating Committee will convene at the Midwinter Meeting to be held January 21-22, 2016 in San Francisco, California. An election to fill all open positions will be held at the business meeting of the Forum, to be held April 28, 2016 at the Forum’s 2016 Annual Meeting in Nashville, Tennessee. The Committee’s report of the nominees so chosen will be posted on the Forum’s website as provided in the Bylaws.
Jury Awards Against Design-Engineering Firms — Lessons From the Trenches

Shiva S. Hamidinia

It is not often that we see a jury verdict entered against a design professional. The economic loss doctrine frequently bars third-party tort claims, and also serves as a shield for a design-professional against an owner’s claims for negligence when there are purely economic losses that arise out of a contractual relationship. Moreover, on a project, there may be intervening factors that destroy the causal link between the design professional’s alleged conduct and the damages sustained on the project.

Despite these challenges, in the case of Community College of Philadelphia v. Burt Hill, Inc. n/k/a Stantec Architecture and Engineering, LLC, Case No. 120401889, the jury was persuaded that the design-engineering firms employed on a troubled project to reconfigure and construct new facilities for the Community College of Philadelphia were liable to the owner for a total of $5.5 million in damages for breach of contract, professional negligence and negligent misrepresentation. This case has implications not only for project owners but also for the project design-engineering professionals and construction firms.

What went wrong for international architecture giant, Stantec Architecture and Engineering, LLC (formerly known as Burt Hill, Inc.) in this case? Although it is hard to measure the jury’s rational from its terse one page jury verdict sheet, the owner was successful in painting a simple theme of liability against the design-engineering firm. First, Stantec allegedly used unlicensed designers and engineers on the Project. Second, Stantec allegedly appeared to fall behind on delivering complete contract documents according to the project schedule. Lastly, it appears that both parties placed too-heavy of a reliance on the Request for Information (RFI) process to cull out conflicts with the existing structures allegedly. All of this allegedly resulted in delays to the project, concurrent operations, and increased construction costs by nearly fifty-percent over what the owner had originally budgeted.

Background

The parties’ dispute arose out of a construction contract to design a new facility for the College, called the “Pavilion.” The project also included a renovation to three existing buildings (called the Bonnell, Mint and West buildings) and construction of a new entrance to the Bonnell building. Although Stantec won the proposal to serve as the project’s full-service design-engineering firm in June 2007, no contract was executed between the parties until September 2008. The jury appears to have not only looked at the parties’ executed contracts, but also to the construction schedules and Stantec’s proposal for architectural, engineering and design services submitted in April 2007 (pre-contract award) as the basis for Stantec’s liability.

Design Firm Used Unlicensed Architects

In the Community College of Philadelphia matter, according to court papers, Stantec represented that it would “staff the project with experienced professionals.” However, court papers indicated that Stantec may have instead used unlicensed architects with no higher-education or significant project experience, including interns from Drexel University, rather than the “senior level” professionals it had promised. According to the College, Stantec “assigned new, less experienced employees not only to work on the project, but also to serve in the critical role of project architect.” Stantec also allegedly represented in its response to the College’s request for proposal (“RFP”) that it would utilize in-house mechanical, electrical and plumbing (“MEP”) engineers, to save on costs. Despite this representation, during the project it subcontracted the MEP work to PWI Engineering, whom it joined as a third-party defendant, in the case. The jury ultimately found PWI liable to Stantec for professional negligence in the amount of $1.5 million in damages (resulting in a molded verdict against Stantec in the amount of $4 million).

Construction Schedule Has Clout

The outcome in this case demonstrates again the clout of the construction schedule. The College’s complaint alleged that due to the construction documents’ design errors and omissions, and Stantec’s alleged delays in furnishing these documents, its contractors were forced to proceed concurrently resulting in the project costing twice as much as estimated to complete, and the project being as much as 26 months behind schedule due to an exorbitantly high number of RFIs and change orders issued on the project. According to the College’s complaint, the project experienced 623 interdisciplinary conflicts, deficiencies, errors and omissions. The project schedule drafted by Stantec in 2007, and later revised in 2008, was used in Court papers to serve as a legal grounds for breach and negligent misrepresentation, as Stantec allegedly failed to adhere to and reached the milestones mapped out for each phase of the project.

Stantec’s court papers indicate that its defense was grounded on the College’s alleged efforts to essentially have the design-team pay for its “wish list of add-ons”
to the project, and other significant changes to the scope of the project that resulted in the delays and increased costs. Stantec also attempted to assign some of the blame to the construction manager employed on the Project, although it was not a party to the litigation, arguing that it had failed to properly assign specific scopes of work to the multitude of prime contractors on the project, resulting in the numerous contractor change orders and claims submitted to the College.

**Trial Strategies From the Trenches**

Lead attorney for the Plaintiff in this matter, Ronald Williams of Fox Rothschild LLP, in an interview noted that in this case, Stantec entered into a comprehensive architectural engineering agreement that allocated the risk and responsibility for all engineering services to Santec. The College called five experts to support this theme, along with other aspects of the College’s theories of liability against Santec. Williams utilized simple jury instructions to explain design professional negligence as Santec’s alleged failures to verify existing conditions, coordinate the work, prepare construction documents free from material errors, comply with the schedule and/or deliver the work for the agreed-upon price. Williams’ team also utilized an outside consultant, Michael Cooperberg, to prepare an electronic presentation of the case and exhibits. According to Williams, in trying a lengthy case such as this, each day constitutes a building block. In addition to preparation through discovery, pre-trial proceedings, trial and post-trial motions, the College had to identify the key documents and present them effectively to the jury and to the court through fact and expert witnesses.

Jury consultant, Galina Davidoff, however, warns that such outcomes against a design firm, even on perfect facts for your client are not guaranteed. According to Davidoff, contrary to what many lawyers perceive, jurors perform their jobs very conscientiously. They have tremendous respect for the written contract and when it is explained to them in a manner they can understand, they will enforce it. Davidoff, however, notes that jurors are not equipped to judge architectural plans and often hold the contractor responsible for verifying the design prior to accepting a project and hold the owner responsible for providing accurate information concerning site conditions. Because the design professional is often the party in the middle, it is often easy for them to point the finger at either the owner or the general contractor in assigning blame for projects gone awry.

**Design Professionals Increasingly Found to Have an Independent Duty in Tort to Parties who Foreseeably and Justifiably Rely on Information They Provide**

An important take-away from the Community College of Philadelphia case is the binding nature of representations made in responding to a RFP concerning capabilities. Increasingly, jurisdictions are finding that design professionals have an independent duty in tort to parties who foreseeably and justifiably rely on information that they provide. For example, in Bilt-Rite Contractors, Inc. v. The Architectural Studio, the Pennsylvania Supreme Court created an exception to the economic loss doctrine for architects supplying or negligently supplying false information reasonably relied upon by third parties to their detriment. The Supreme Court of Washington, similarly, in Donatelli v. D.R. Strong Consulting Engineers, Inc., held that a design professional has an independent duty, apart from the contract, to avoid misrepresentations to the owner of a project. However, other jurisdictions on similar facts have adopted an opposite conclusion. For example in LAN/STV v. Martin K. Eby Const. Co., the Texas Supreme Court applied the economic loss rule to preclude a direct claim for negligent misrepresentation by a construction contractor against an owner’s architect based on flawed design documents.

Unanticipated costs play a role in virtually all construction projects. Which party bears responsibility for those costs is where a well-drafted construction contract comes into play, as well as prudent bidding practices. Contractors eager to be awarded a project should make certain that their work is not underbid and their proposals can be delivered as represented in responses to RFPs. In the Community College of Philadelphia matter, after a two-and-a-half-week trial, the jury weighed the credibility of witness testimony, the contracts and the evidence presented by the parties, ultimately ruling in favor of the College to the tune of $5.5 million dollars, attributing $1.5 million of the verdict to Santec’s MEP subcontractor, third-party defendant, PWI. The College’s original contract with Stantec was for a little over $2 million dollars for its services, therefore, including attorneys-fee Stantec experienced a major loss on this project.

**Endnotes**

2. 179 Wash. 2d 84, 97-98, 312 P.3d 620, 626-27 (2013) (finding that the economic loss doctrine did not bar a negligent misrepresentation claim where the design professional allegedly promised that the project would be completed within a certain time and below a certain price).

**SHIVA S. HAMIDINIA**, BrigliaMcLaughlin, PLLC, Vienna, Virginia. Division 3 (Design) Steering Committee Member.
A Project Manager’s Decision to Become a Lawyer

Brendan Carter

“Write that guy a nasty letter…”

That was the marching order I received from the senior PM in the project meeting. It was the fall of 2004 and I was working as a project engineer for Perini Building Company on a project on the Atlantic City Boardwalk. The ‘guy’ in the scenario was an obstructionist roof consultant who continually rejected installed work by demanding details not contained in the project documents, nor required by the manufacturer. As directed, I dove in and analyzed the plans and specifications and documented technical correspondence with the roofing manufacturer. The resultant response letter resolved all of the issues to the satisfaction of the owner’s representative. I thoroughly enjoyed the research and writing involved in that response letter, but at the time, I had no idea that the satisfaction I found in that work would lead me down a path to be sworn in as a member of the Massachusetts Bar 11 years later.

I began to seriously consider a career transition to the law after a decade in construction while completing my Masters of Construction Management degree. My final class was a construction law class that was instructed by an Attorney/P.E. who taught the class as a de facto law school class. The following fall I enrolled in law school.

Law school was my first experience with the legal community and through my classes and affiliation with the Forum as its student division liaison; I began to understand the process of practicing law. I also saw the parallels in the attributes required for both PMs and attorneys. From a process perspective, project management and the practice of law are more similar than one may think. The Project Management Institute defines a project as “a temporary endeavor undertaken to create a unique product, service or result.” Almost any part of the practice of law falls within that definition. Further, the “Project Management Body of Knowledge” has established knowledge areas that are integral to a successful project: integration, scope, time, cost, quality, human resource, communication, risk, procurement and stakeholder management. Any attorney could look at those knowledge areas and relate their processes directly to the procedures of managing litigation or a complex negotiation.

One of the major differences I noticed between PMs and attorneys (other than math) are risk tolerance. For PMs, the amount of immediate decisions required on a daily basis is in stark contrast to the measured, thoughtful study that is necessary for an attorney’s counsel to clients. PMs need to make decisions that might not always be the most legally sound, and might leave attorneys shaking their heads, but these decisions are required to move a project forward. The risks associated with those decisions are the balance between safety, quality, time, and budget a PM must weigh. For a PM, time is not available for the review and reflection that an attorney may have before advising a client.

Some of the shared skills that are required for PMs and attorneys are apparent. The ability to interpret contracts plus negotiation skills are essential for both roles. There are also skills that might not be so obvious. The interpersonal skills required of a PM and an attorney are similar because of the varied people and situations each deals with on any given day. For an attorney, a hearing in the morning with its courtroom decorum could give way to walking a client off the metaphorical ledge in the afternoon. On a construction site, a heated disagreement with a grizzled iron worker could be occurring while literally walking into a meeting with a graduate of the Yale School of Architecture. Each needs to know the appropriate protocol for who they are dealing with, what lexicon to draw from, and what the desired outcome of the interaction is. Additionally, there are strategy and tactical skills that are similar for both jobs. A PM making a calculated risk to start a work activity without designer approval because of schedule concerns has parallels to an attorney filing a motion at the right time in a dispute for the full effect and anticipated result. There are risk assessments for the possible outcomes made in both instances.

The confluence of the construction and legal fields is full of high stakes disputes, complex projects, and outsized personalities. As I move into my new career and attempt to traverse those two worlds, I hope to meld the management and project experience of my construction days with my refined research and writing skills learned in law school. If I am able to do that correctly, I will be able to best assist my clients with problems they face within the construction industry.
Livin’ on the Fault Line: Cutting Edge Solutions for Seismic Events That Threaten Your Construction Client

Program Co-Chairs: Allen W. Estes, III, Gordon Rees Scully Mansukhani LLP Seattle, WA; Edward Gentilcore, Sherrard German & Kelly, P.C. Pittsburgh, PA
Governing Committee Liaison: Stanley J. Dobrowski, Calfee Halter & Griswold, LLP Columbus, OH

The 2016 Midwinter Meeting, in the heart of San Francisco, will be a special event on January 20-22, 2016. With an array of programs touching on cutting edge topics impacting various aspects of the construction industry and experienced, engaging speakers, the attendees at this Midwinter Meeting will be treated to a unique experience.

The title of the Meeting is “Livin’ on the Fault Line: Cutting Edge Solutions for Seismic Events That Threaten Your Construction Client.” The underlying theme is the preparation of construction lawyers to expertly address catastrophic events that occur from time to time on construction projects. The program focuses on the keys to providing good counsel to clients faced with unexpected challenges. Who better to kick off the program than Apollo 13 astronaut and Presidential Medal of Freedom recipient Fred Haise? Using advice, training and great improvisation, Lunar Module Pilot Haise, along with his fellow Apollo 13 astronauts, and with the assistance of NASA’s Mission Control, navigated the severely damaged spacecraft around the moon to a successful splashdown on Earth.

In addition, networking opportunities abound, especially the First Time Attendees Orientation, the Welcome Reception and the Women’s Networking Luncheon. The Diversity Breakfast will feature Carla Christofferson. Whether as a leader in the international law firm of O’Melveny & Myers, co-owning the WNBA World Champion LA Sparks, or serving as Executive Vice President and General Counsel of AECOM, Carla Christofferson has always shown a sharp sense for the importance of diversity. Ms. Christofferson will speak about actively supporting diversity while building teams in a variety of situations and not letting obstacles throw you off your game.

Those who join us at this year’s Midwinter Meeting will be surrounded by a championship community with wonderful dining, supplemented by a rich cultural and artistic history, and a short distance away from the pastoral beauty of the Napa Valley. Our planned social events will allow you to experience all of it with a sunset wine tasting, a Forum After Dark event at a nearby speakeasy, a twilight tour of Alcatraz and a special day trip to Napa Valley. The historic and beautiful Westin St. Francis will be your launching and landing site for a Midwinter Meeting like no other. All this awaits you in San Francisco in late January of 2016. Be here to experience it for yourself. Do not be the one who regrets being unprepared professionally and personally.

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