SIMPSON THACHER

INSURANCE LAW ALERT

MARCH 2010

The last few weeks have brought a string of important decisions of interest to insurers. This month's Alert addresses the Supreme Court's recent *Hertz* ruling, which defines a company's "principal place of business" in a way that will likely limit plaintiffs' efforts to sue out-of-state companies in local state courts. We also address a pollution exclusion decision permitting coverage for injuries arising from exposure to fumes; a decision in the global warming context excusing the insurer from any duty to defend; and the lack of consensus on the scope of "advertising injury" coverage for "fax blasting" claims, among other cases. We hope these Alerts help you to stay up to date on the ever-changing landscape of insurance law.

Civil Procedure Alert:

Unanimous Supreme Court Rules That Principal Place Of Business Is Location of Company's "Nerve Center"

On February 23, 2010, the United States Supreme Court issued a ruling that will likely make it more difficult for plaintiffs to sue out-of-state companies in local state courts. In *Hertz Corp. v. Friend*, No. 08-1107, 2010 U.S. WL 605601 (U.S. Feb. 23, 2010), the Court ruled that the phrase "principal place of business," as used in the federal diversity statute, refers to "the place where a corporation's high level officers direct, control and coordinate the corporation's activities, i.e., its 'nerve center,' which will typically be found at its corporate headquarters." *Hertz*, 2010 U.S. WL 605601 at *1. Previously, courts nationwide have been "uncertain as to where to look to determine a corporation's 'principal place of business,'" and have employed conflicting and inconsistent standards. *Id.* at *2.

The Court based its decision on three primary considerations: (i) the language of the diversity statute, § 1332; (ii) administrative simplicity; and (iii) the legislative history of § 1332. The text of § 1332 deems a corporation a citizen of the "State where it has its principal place of business." *Id.* at *8-*9. That the term "place" is singular is significant, the Court reasoned, because the singular usage indicates an intention to determine the "main, prominent" or "leading" place in which a company operates its business. *Id.* at *11. Additionally, the Court observed, this "nerve center" is a specific place within a state, not a reference to a state in general. *Id.* Turning to the virtue of administrative simplicity, the Court noted that in recent decades, courts across the country have engaged in divergent and overly-complex analyses in order to determine a company's principal place of business. *Id.* at *2. For example, under a commonly-used "general business activities" analysis, determining a company's principal place of business became particularly challenging where a company had numerous locations, employees and/or operating plants in multiple states. *Id.* Accordingly, the Court endorsed a single-minded "nerve center" test in order to promote the conservation of judicial resources, avoid wasteful procedural-based litigation, and create a more predictable legal environment in which corporations can assess business and investment decisions. *Id.* at *12.

This edition of the Insurance Law Alert was prepared by Mary Beth Forshaw (mforshaw@stblaw.com/212-455-2846) and Michael D. Kibler (mkibler@stblaw.com/310-407-7515).

The Court's holding was motivated, at least in part, by expedience. It observed that while the "nerve center" approach is "imperfect" and might, in some cases, produce counterintuitive or anomalous results, it is a comparatively simple and straightforward test. *Id*. at *11-*12. According to the Court, this outcome was supported by the legislative history of § 1332 which reveals an intent to employ a test that is "no more complex than the previously endorsed 'half of gross income' test." *Id*. at *13.

The Court was careful to state that adoption of the "nerve center" test would not alter the requirement that the party asserting diversity jurisdiction has the burden of persuasion for establishing that there is diversity between the parties. *Id*. at *14. Further, in order to support claims relating to a company's true "principal place of business," parties must offer more than the mere filing of SEC-type documents and/or the existence of a "mail drop box, a bare office with a computer, or the location of an annual executive retreat." *Id*. at *14. Courts are instructed to be mindful of manipulation and to evaluate where "actual direction, control and coordination" of the business takes place. *Id*. at *14.

Hertz will undoubtedly impact insurance litigation. Policyholders previously able to sue insurers in state courts may now be thwarted by insurers' ability to remove such actions to federal court on the basis of diversity. Even where an insurer conducts significant volumes of business in one or more states, the *Hertz* decision holds that the insurer will not be deemed to have a "principal place of business" in a state for purposes of diversity jurisdiction if its executive headquarters are located or its decision-making activities take place in a different state. Armed with this knowledge, insurers and other business entities can take steps to clearly establish the location of company headquarters and principal place of business operations, with resulting predictability as to jurisdictional issues.

Pollution Exclusion Alert:

Decision Finding Coverage For Paint Fume Injuries May Have Implications For Chinese Drywall Litigation

On January 12, 2010, a federal court in South Carolina found that an absolute pollution exclusion does not preclude coverage for injuries arising from exposure to paint fumes. *NGM Ins. Co. v. Carolina's Power Wash & Painting, LLC*, Civ. No. 2:08-cv-3378-DCN, 2010 WL 146482 (D.S.C. Jan. 12, 2010). Ruling on the parties' cross motions for summary judgment, the court held that the insurer must indemnify a contractor for injuries caused by exposure to "paint fumes, vapor, dust and or other residue from painting operations." *NGM Insurance*, 2010 WL 146482 at *2. The court rejected the insurer's argument that an absolute pollution exclusion—which applies to injuries caused by "any solid, liquid gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste"—precluded coverage for paint fume-related injuries. *Id*. Acknowledging the lack of South Carolina precedent on point and the nationwide split over whether an

absolute pollution exclusion extends to harm caused by non-traditional pollutants, the court ruled in favor of the insured.

The *NGM Insurance* decision relies heavily on a New York Court of Appeals decision, *Belt Painting Corp. v. TIG Ins. Co.*, 100 N.Y. 2d 377, 795 N.E.2d 15 (N.Y. 2003), which evaluated whether underlying allegations gave rise to a "reasonable possibility of recovery under the policy"—a standard which governs defense obligations. *Belt Painting*, 100 N.Y. 2d 377, 795 N.E.2d at 17. At issue in *NGM Insurance*, however, was the insurer's duty to indemnify. Other state courts have applied the absolute pollution exclusion to injuries sustained as a result of exposure to fumes and found that no coverage obligation exists. *Quadrant Corp .v. American States Ins. Co.*, 154 Wash.2d 165, 110 P.3d 733 (2005).

Poorly reasoned or not, the *NGM Insurance* decision will undoubtedly be cited by policyholders seeking to avoid the impact of the pollution exclusion in coverage litigation concerning Chinese drywall property damage claims. Whether policyholders will succeed, however, in limiting the pollution exclusion's application to drywall claims remains to be seen. Over the past decade, myriad other courts have recognized that the exclusion bars coverage for claims arising from the emission of noxious odors, fumes or vapors. *See Cold Creek Compost, Inc. v. State Farm Fire and Cas. Co.*, 156 Cal. App. 4th 1469 (1st Dist. 2007) (pollution exclusion bars coverage for claims arising from odors emanating from composting facility); *Wakefield Pork, Inc. v. RAM Mut. Ins. Co.*, 731 N.W.2d 154 (Minn App. Ct. 2007) (pollution exclusion bars coverage for claims arising from noxious and offensive odors released from pig farm); *Firemen's Ins. Co. of Washington, D.C. v. Kline & Son Cement Repair, Inc.*, 474 F. Supp.2d 779 (E.D. Va. 2007) (pollution exclusion bars coverage for claims arising from vapor inhalation from epoxy floor sealant); *Nova Cas. Co. v. Waserstein*, 424 F. Supp.2d 1325 (S.D. Fla. 2006) (pollution exclusion bars coverage for claims arising from exposure to chemical fumes within office building); *Watson v. Travelers Indem. Co.*, No. 253127, 2005 WL 839504 (Mich. App. Apr. 12, 2005) (pollution exclusion bars coverage for claims arising from inhalation of fumes from roofing project); *Hamm v. Allstate Ins. Co.*, 286 F. Supp.2d 790 (N.D. Tex. 2003) (pollution exclusion bars coverage for claims arising from fumes from chemical application).

Climate Change Alerts:

No Duty To Defend Global Warming Claims Because Underlying Complaint Fails To Allege An "Occurrence," Says Virginia Court

On February 5, 2010, a Virginia court granted Steadfast Insurance Company's renewed motion for summary judgment, finding that it had no duty to defend AES Corp. in connection with underlying climate change litigation because there had been no "occurrence" under the policies. *Steadfast Ins. Co. v. AES Corp.*, No. 2008-858 (Vir. Cir. Ct. Arlington County Feb. 5, 2010). The underlying complaint alleged that AES, a holding company that has an ownership interest in domestic electric utilities, contributed to the excessive emission of carbon dioxide and other greenhouse gases, resulting in global warming. Although a California federal court has dismissed the underlying complaint on the basis of the political question doctrine and plaintiffs' lack of standing, the matter is currently on appeal to the Ninth Circuit.

In the coverage litigation, Steadfast argued that it owed no duty to defend or indemnify AES as a matter of law because (i) the property damage at issue was a known and foreseeable consequence of AES's operation of fossil-fuel-fired electricity-generating plants, rather than an "accident"; (ii) the policies' "loss in progress" exclusions bar coverage for erosion which began prior to the inception date of the earliest effective policy; and (iii) the policies' pollution exclusions preclude coverage for claims

relating to the emission of carbon dioxide and other toxins into the atmosphere.

The court had previously denied Steadfast's summary judgment motion, finding that the case presented questions of material fact. In a renewed motion for summary judgment, Steadfast argued that under Virginia's well-established eight-corners rule, which requires a strict comparison of the underlying complaint to the applicable policy provisions, AES's conduct indisputably fell outside the scope of coverage. In particular, Steadfast contended that despite use of the term "negligence" in the underlying complaint, the property damage purportedly caused by AES could not be considered accidental. Additionally, Steadfast pointed to the Environmental Protection Agency's December 2009 findings which label greenhouse gas as "pollution" and the characterization of carbon dioxide as a "pollutant" by numerous state and federal authorities. Basing its decision on the arguments set forth in Steadfast's moving papers, the court summarily ruled that "Steadfast has no duty to defend AES in connection with the underlying [ ] litigation because no 'occurrence' as defined in the policies has been alleged in the underlying Complaint." Order at 2.

The *Steadfast* ruling appears to be the first of its kind nationwide. The court's implicit acceptance of Steadfast's "occurrence" and pollution exclusion arguments as valid bases for denying a defense in such actions is a significant first step in this evolving area of jurisprudence.

After Reviving Global Warming Lawsuit Dismissed by District Court, Fifth Circuit Grants Rehearing En Banc

On February 26, 2010, the United States Court of Appeals for the Fifth Circuit issued an order in *Comer v. Murphy Oil USA*, granting petitions for rehearing *en banc*. Last October, the Fifth Circuit became the second circuit court to give the green light to a global warming nuisance suit that had been dismissed at the district court level. In *Comer*, plaintiffs—residents and owners of land and property along the Mississippi Gulf coast—alleged that "defendants' operation of energy, fossil fuels, and chemical industries in the United States caused the emission of greenhouse gasses that contributed to global warming, *viz*., the increase in global surface air and water temperatures, that in turn caused a rise in sea levels and added to the ferocity of Hurricane Katrina, which combined to destroy the plaintiffs' private property, as well as public property useful to them." The putative class action was based on Mississippi state common law and did not assert any federal or public law claims or seek injunctive relief. The district court had dismissed plaintiffs' claims for lack of standing and as non-justiciable under the political question doctrine. On appeal, the Fifth Circuit concluded that plaintiffs had standing to assert public and private nuisance, trespass, and negligence claims, and that none of those claims presented nonjusticiable political questions; the court did, however, dismiss the unjust enrichment, fraudulent misrepresentation, and civil conspiracy claims for "prudential standing reasons." Approximately two weeks prior to the Fifth Circuit decision in *Comer*, the Second Circuit similarly reversed a district court dismissal of two global warming nuisance complaints.

The outcome of the *en banc* rehearing could be significant, particularly given that a similar appeal is pending before the Ninth Circuit. As the merits of climate change cases are addressed by the courts nationwide, defendants will continue to look to their

insurers for a defense—as evidenced by the *Steadfast Insurance Co. v. AES Corp.* global warming coverage case discussed above. Insurers, in turn, will continue to assert a multitude of coverage defenses to these novel claims, including defenses based upon pollution exclusions, the doctrine of "expected or intended losses," whether the intentional discharge of gases during business operations constitutes an "accident" within the terms of a liability policy or is simply a cost of doing business, and whether an insured reasonably could have expected coverage for liability resulting from the emission of greenhouse gases.

Coverage Alerts:

No Consensus Among Courts As To Whether CGL Policies Provide Coverage For Fax Blasting Claims

A growing number of courts have addressed the scope of "advertising injury" coverage in CGL policies in the context of "fax blasting" claims arising from alleged violations of the Telephone Consumer Protection Act ("TCPA"), a federal statute that creates a private right of action for unsolicited facsimile advertisements. Most advertising injury clauses provide coverage for injuries arising out of "*oral or written publication of material that violates a person's right of privacy.*" Whether "fax blasting" claims fit within this coverage grant remains an open issue. There is a split among the courts as to whether advertising injury provisions should be interpreted narrowly, so as to encompass only a right of secrecy (i.e. the right to keep the content of certain material private), or given a broad reading, so as to also include a right to be free from unwanted intrusions (i.e., the right to "seclusion"). Two decisions issued last month illustrate these different approaches.

In *Penzer v. Transportation Ins. Co.*, No. SC08-2068, 2010 WL 308043 (Fla. Jan. 28, 2010), the Florida Supreme Court ruled that the advertising injury clause provides coverage for TCPA violations. Applying a "plain meaning" analysis, the court held that an advertising injury provision required the insurer to provide coverage for claims arising from the dissemination of 24,000 unwanted facsimile advertisements. The court flatly rejected the notion that the advertising injury provision applied only to claims involving a violation of the right to secrecy (i.e., revealing private information to a third party). Rather, the court held, the provision also provides coverage for claims based on a violation of the right to be free from unsolicited invasions, such as intrusive fax advertising.

In contrast, in *State Farm Gen. Ins. Co. v. JT's Frames, Inc.*, No. B215457, 2010 WL 297999, (Cal. App. 2d Dist. Jan. 27, 2010), the California Court of Appeal concluded that an insurer had no obligation to provide coverage for fax blasting claims under precisely the same policy language. In doing so, the California court employed the "last antecedent rule" of construction, finding that intrusion by transmission of a fax did not constitute advertising injury and that to fall within the policy's definition of advertising injury, the disseminated material itself must violate a person's right to secrecy, in the sense of revealing confidential information. The court reasoned that the language of the advertising injury provision compelled this conclusion, citing its four definitions of covered injuries, all of which "involve injury caused by the information contained

in the advertisement … not [the] mere sending and receipt." *State Farm Gen. Ins. Co.*, 2010 WL 297999 at *10. Viewed in this context, advertising injury allegations based on a violation of the "right to privacy" should be interpreted to include only the dissemination of material whose actual content violates the right to privacy. The *JT's Frames* court also noted that the sending of unsolicited facsimiles could not constitute an insurable occurrence because the insured intended the transmission, with knowledge that it would result in the consumption of paper and toner and a temporary loss of the fax line.

"Fax blasting" coverage claims have been the subject of a number of decisions over the past year. A review of some of the more substantive of those decisions is set forth below:

Case	State Law	Holding	Reasoning
Auto-Owners Ins. Co. v. Websolv Computing, Inc., 580 F.3d 543 (7th Cir. 2009)	Iowa law	No coverage or duty to defend	• "Publication" in advertising injury provision limits coverage to violations of secrecy • Common sense reading of policy dictates that only right of secrecy is covered • Property damage caused by fax blasting is expected/ intended
St. Paul Fire and Marine Ins. Co. v. Brother Int'l Corp., No. 07-3886, 2009 WL 865077 (3d Cir. Apr. 2, 2009)	New Jersey law	No coverage or duty to defend	• TPCA claims do not fall within meaning of "privacy" within advertising provision • Property damage caused by fax blasting is expected/ intended
Motorists Mut. Ins. Co. v. Dandy-Jim, Inc., 182 Ohio App.3d 311, 912 N.E.2d 659 (2009)	Ohio law	Duty to defend	• Advertising injury provision may encompass right to seclusion
Alea London Ltd. v. American Home Svs. Inc., No. 1:09-CV-158 (N.D. Ga. Dec. 1, 2009)	Georgia law	Coverage	• Right to privacy in advertising injury provision is not limited to right of secrecy • Right to privacy extends to businesses
New Century Mort. Corp. v. Great Northern Ins. Co., No. 07-640, 2009 WL 3444759 (D. Del. Oct. 26, 2009)	Illinois law	Coverage	• Right to privacy in advertising injury provision covers right to secrecy and right to seclusion
Cynosure, Inc. v. St. Paul Fire and Marine Ins. Co., No. 08-11210-PBS, 2009 WL 949077 (D. Mass Apr. 8, 2009)	Massachusetts law	Coverage	• Advertising injury provision is ambiguous; ambiguity resolved in favor of insured

Insurer Not Obligated To Defend False Advertising Claims, California Appellate Court Rules

On January 21, 2010, a California appellate court upheld a trial court's determination that an insurer had no obligation to defend false advertising claims brought against a policyholder. *Total Call Int'l, Inc. v. Peerless Ins. Co.*, No. B212923, 2010 WL 188213 (Cal. App. 2d Dist. Jan. 21, 2010). The somewhat novel underlying claims were brought by a competitor of the policyholder, who alleged that the policyholder had engaged in false and misleading advertising by misrepresenting the number of minutes provided on pre-paid telephone cards. According to the underlying complaint, the policyholder's conduct damaged the reputation of the plaintiff and the pre-paid calling card industry as a whole. The CGL policy at issue provided coverage for personal and advertising injury arising out of several enumerated offenses, including the "[o]ral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services." *Total Call Int'l, Inc.*, 2010 WL 188213 at *1. Applying California law, the court found that advertising injury provisions provide coverage where the "injurious false statement 'specifically refer to, or be 'of and concerning,' the [underlying] plaintiff in some way.'" *Id.* at *5. To meet this test at the pleading stage, the court reasoned, the underlying complaint must allege either that the policyholder expressly mentioned the competitor by name in its false advertising, or referred to the competitor by reasonable implication. *Id.* at *4. There was no coverage with respect to the matter at issue because although the underlying complaint alleged harm to the competitor's reputation, it contained "no allegations suggesting that the falsehoods met the specific reference requirement." *Id.* at *6.

The court further found that the insurer possessed an independent basis for denying a defense based on the nonconformity exclusion in the Peerless policy. This exclusion precludes coverage for advertising

injury "arising out of the failure of goods, products or services to conform with any statement of quality or performance made in [the insured's] 'advertisement.'" *Id.* at *1. This "broad and unqualified" language unambiguously precludes coverage for third party claims predicated on allegations that the insured engaged in false or misleading advertising as to the price or quality of its own product. *Id.* at *7.

TCI sets firm limits as to the scope of the insurance industry's obligations to defend and indemnify false advertising claims. The decision recognizes that there is no basis in the policy to require insurers to provide coverage for an insured's improper advertising of products. And, as the *TCI* court made clear, there is no duty to defend "when the facts known to the insurer, viewed as a whole, establish that no such claim is potentially asserted." *Id.* at *6.

Arbitration Alert:

Illinois Federal Courts Weigh In On Circumstances Justifying Arbitrator Disqualification

In decisions issued ten days apart, two federal judges in the same Illinois district reached differing conclusions as to whether arbitration proceedings must be enjoined on the basis of a party arbitrator not being disinterested. In *Trustmark Ins. Co. v. John Hancock Life Ins. Co.*, No. 09-cv-03959, 2010 WL 337670 (N.D. Ill. Jan. 21, 2010), Judge James B. Zagel granted Trustmark's request for a preliminary injunction barring the continuation of arbitration proceedings between Trustmark and John Hancock relating to certain excess of loss reinsurance policies. The parties had engaged in a prior arbitration, which was governed by a confidentiality agreement cloaking all documentary and testimonial evidence, as well as the ultimate arbitration award, in confidentiality. A subsequent arbitration between the same parties (the subject of the current litigation) ensued, and John Hancock appointed the same arbitrator, despite concerns as to his ability to segregate knowledge gained during the first arbitration. During the second arbitration, John Hancock's arbitrator voted to extend the confidentiality of the first arbitration to the new panel, in an effort to avoid duplicative litigation as to issues decided in the first proceeding. According to Judge Zagel, this conduct constituted a breach of the original confidentiality agreement, as well as a breach of the court order confirming the confidentiality of the first arbitration award. In light of the arbitrator's conduct, the arbitrator was deemed to no longer be disinterested, and the court enjoined the second arbitration. Interestingly, the court noted that the arbitrator might be personally liable for his breach of confidentiality. As a final note, the court observed that because the confidentiality agreement did not contain an arbitration clause, the issue of the arbitrator's breach of the confidentiality agreement would not be subject to arbitration.

Less than two weeks after the issuance of Judge Zagel's decision, another Illinois federal judge denied a similar motion to disqualify a party-appointed arbitrator and a motion for a preliminary injunction barring arbitration. In *Trustmark Ins. Co. v. Clarendon Nat'l Ins. Co.*, No. 09 C 6169, 2010 WL 431592 (N.D. Ill. Feb. 1, 2010), Judge Harry D. Leinenweber considered whether the appointment of the same arbitrator in two arbitrations between the same parties violated a confidentiality agreement issued in the first arbitration and/or rendered the arbitrator no longer disinterested. Judge Leinenweber held that Trustmark's challenges to Clarendon's twice-appointed arbitrator were premature, and could be made only after an arbitration award—a notion flatly rejected by the John Hancock court. He found unpersuasive Trustmark's argument that, by virtue of her participation in two consecutive arbitrations between the same parties, Clarendon's arbitrator would inevitably breach the confidentiality agreement executed in the first arbitration. Judge Leinenweber reasoned that a potential breach of the confidentiality agreement did not suffice to justify a preliminary injunction, and that the John Hancock decision, which involved an actual breach, was distinguishable on that basis.

These two decisions should serve as a cautionary tale to insurers who may be considering the appointment of an arbitrator who has previously served as an arbitrator in a dispute involving one or both of the parties to the instant dispute. To avoid motion practice or potential arbitrator disqualification, insurers should diligence the extent to which potential arbitrators may be subject to confidentiality agreements that might render them as not being disinterested.

Subrogation Alert:

Good Faith Settlement Does Not Preclude Subrogation Claim Arising From Contractual Indemnity, Says California Court of Appeal

On February 22, 2010, a California Court of Appeal ruled that a good faith settlement order does not necessarily bar a subrogation claim where the subrogation is based on a contractual indemnity theory. *Interstate Fire and Cas. Ins. Co. v. Cleveland Wrecking Co.*, No. A124920, 2010 WL 598602 (Cal. App. 1st Dist. Feb. 22, 2010). The trial court had sustained a demurrer to the subrogation complaint without leave to amend, finding that a good faith settlement order eliminated the insurer's ability to sue a tortfeasor in subrogation for indemnity or contribution. *Interstate Fire and Cas. Ins. Co.*, 2010 WL 598602 at *3. The appellate court reversed, finding that the insurer had properly alleged a valid subrogation claim.

Under the doctrine of subrogation, an insurer who has indemnified losses may "stand in the shoes" of its policyholder for the purpose of pursuing recovery against third parties who are legally responsible for those losses. An insurer's right to subrogation may be grounded in equity (arising from other tortfeasors' contribution to the harm), or in contract (arising from an indemnification agreement between the insured and another party). The *Interstate* court held that under California statutory law, a good faith settlement order bars an *equitable* subrogation claim against a settling party, but does not preclude a subrogation claim against a settling defendant based on an *express contract*.

An insurer's right to assert subrogation claims against co-insurers, insureds and/or tortfeasors in order to recoup paid losses has been a widely-litigated and legislated topic. As noted in our January 2010 Alert, New York recently passed legislation limiting certain insurers' rights to subrogate against settling parties in personal injury or wrongful death actions. And, across the country, courts have issued decisions regarding an insurer's right to assert subrogation claims under a variety of circumstances. In many of these cases, as in the *Interstate* matter, the question of whether a settlement extinguishes an insurer's subrogation rights turns on whether the subrogation claim is equitable or contractual in nature.

Simpson Thacher has been an international leader in the practice of insurance and reinsurance law for a quarter of a century. Our insurance litigation team practices worldwide.

Barry R. Ostrager
(212) 455-2655
bostrager@stblaw.com

Mary Kay Vyskocil
(212) 455-3093
mvyskocil@stblaw.com

Andrew S. Amer
(212) 455-2953
aamer@stblaw.com

David J. Woll
(212) 455-3136
dwoll@stblaw.com

Mary Beth Forshaw
(212) 455-2846
mforshaw@stblaw.com

Andrew T. Frankel
(212) 455-3073
afrankel@stblaw.com

Lynn K. Neuner
(212) 455-2696
lneuner@stblaw.com

Seth A. Ribner
(310) 407-7510
sribner@stblaw.com

Chet A. Kronenberg
(310) 407-7557
ckronenberg@stblaw.com

Linda H. Martin
(212) 455-7722
lmartin@stblaw.com

Bryce L. Friedman
(212) 455-2235
bfriedman@stblaw.com

Michael D. Kibler
(310) 407-7515
mkibler@stblaw.com

Michael J. Garvey
(212) 455-7358
mgarvey@stblaw.com

Tyler B. Robinson
+44-(0)20-7275-6118
trobinson@stblaw.com

George S. Wang
(212) 455-2228
gwang@stblaw.com

Elisa Alcabes
(212) 455-3133
ealcabes@stblaw.com

Deborah L. Stein
(310) 407-7525
dstein@stblaw.com

Clients . . . rave about [Simpson Thacher]'s approach to litigation: "It comes up with ideas you hadn't thought of, or are new altogether."

— Chambers USA 2009
(quoting a client)

UNITED STATES

New York
425 Lexington Avenue
New York, NY 10017
+1-212-455-2000

Los Angeles
1999 Avenue of the Stars
Los Angeles, CA 90067
+1-310-407-7500

Palo Alto
2550 Hanover Street
Palo Alto, CA 94304
+1-650-251-5000

Washington, D.C.
1155 F Street, N.W.
Washington, D.C. 20004
+1-202-636-5500

EUROPE

London
CityPoint
One Ropemaker Street
London EC2Y 9HU
England
+44-(0)20-7275-6500

ASIA

Beijing
3119 China World Office 1
1 Jianguomenwai Avenue
Beijing 100004
China
+86-10-5965-2999

Hong Kong
ICBC Tower
3 Garden Road, Central
Hong Kong
+852-2514-7600

Tokyo
Gaikokuho Jimu Bengoshi Jimusho
Ark Mori Building
12-32, Akasaka 1-Chome
Minato-Ku, Tokyo 107-6037
Japan
+81-3-5562-6200

LATIN AMERICA

São Paulo
Av. Presidente Juscelino Kubitschek, 1455
São Paulo, SP 04543-011
Brazil
+55-11-3546-1000