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1. Contracts
   a. Duty to defend under professional liability claims and does that duty continue even after
      the indemnitor has been dismissed from a case.
   b. Best Contract templates - Inclusions and Exclusions in addendums
      i. “Defend to the extent due to damages” or “arising out of damages” or “to the
         extent insurable”
      ii. Look for resources available from AIA and ACEC, EJCDC documents
   c. Case resolution
      i. 75-80 percent of cases are resolved in mediation
         1. Urged to include language to initiate mediation before litigation in
            contracts: “The parties agree that any dispute in any way arising out of or
            relating to this contract will be resolved pursuant to the law of Indiana,
            commencing with mediation as a condition precedent to arbitration.”
      ii. 10 percent of cases are resolved the day before the trial
   d. In most cases, an apology is not an acceptance of guilt
      i. Discussion within a settlement conference in privileged content and protected
         under trial rules
   e. Important note for subs
      i. Always ask to see the prime’s contract with the owner, the sub’s contract reflects
         a lot of the same text included in the prime’s contract as bound to the owner

2. Counsel selection by Insurance Companies
   a. Utilized at sometimes half the cost of counsel selected by the firm
   b. Can run the gamut in experience of counsel and experience in the area of expertise
   c. Can always request a specific attorney, insurance company may be able to secure on the
      panel
3. Limitation of Liability
   a. Include in the contract or else it’s not included!
   b. Examples of limitation: “limited to the amount of insurance” or “no more than XX amount or total fee, whichever is greater”
   c. Whether this applies to attorney fees or just damages depends upon the contract language
   d. If subs are being asked by primes to carry coverage over their certificate of insurance, they can get a rider to make up the difference for that one project or the subs can negotiate with the prime to lower their required coverage

4. Economic Loss

5. Labor & Employment Law
   a. Employment Law presentation from Kroger, Gardis & Regas
   b. Employee Documentation Exercise from Kroger, Gardis & Regas

6. Document Retention (Statute of Repose)
   a. Legally, a client can’t bring a claim after 10 years from when the final plans are delivered, plus two years depending upon when construction starts. Therefore, firms should hold plans for at least 12 years.
   b. If data is deleted/missing, the jury is instructed to assume that lost materials as a detriment to defense.