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### **PERSONAL**

Born: Fresno, California, March 26, 1948  
Married with two adult sons

### **EDUCATION**

Brown University (A.B., 1970), Dean's List  
Washington University (J.D., 1974), Editor, Washington U. Law Quarterly, 1973-74

### **PROFESSIONAL PRACTICE**

Principal fields of study include: duty to defend, conflicts of interest, reservations of rights, the right to independent (Cumis) counsel, lawyers' ethical obligations, reasonableness of attorney fees, insurer reimbursement claims, good faith reliance on counsel, insurer good or bad faith, insurance coverage in employment, pollution, professional liability, bodily injury, construction defect, many business and personal torts, products liability, malicious prosecution, false imprisonment, libel, slander, wrongful eviction, invasion of privacy, discrimination, sexual harassment, and misrepresentation on an insurance application. Has represented insurance companies, but now represents policyholders in coverage disputes. Defended policyholders for insurers in a wide variety of liability suits.

### **PUBLICATIONS**

House Counsel: (10/98) The Insurer's Duty to Defend  
California Law Business: (9/97) The Advisor, Cash Crop  
ABA - TIPS: (2/96) Reservations of Rights and Conflicts of Interest:  
The Policyholder's Perspective  
Consulting Editor: California Continuing Education of the Bar, (1991) California  
Liability Insurance Practice: Claims & Litigation  
California Lawyer: (2/89) Insurance and Sex Crimes: Legislation Is Needed To Assure  
Compensation To Sex Crime Victims  
California Lawyer: (12/88) Third Parties Against Insurers: After "Moradi-Shalal,"  
Claimants Will Have To Revive The Old Remedies  
CTLA Forum: (10/88) Black Friday: Third Party Remedies Against Insurers After  
"Moradi-Shalal" and "Blough"

### **LECTURES AND PRESENTATIONS**

ProCLE: How to Control the Dynamic Duty to Defend - Simply. January 18, 2018  
ProCLE: Beyond Insurance Bad Faith - What Liability Insurers and Their Lawyers Fear Most.  
November 8, 2018  
ProCLE: The Impact of RPC, Rule 1.7 on "Insurance Defense Counsel" - What Every Tort  
Litigator Should Know. December 7, 2018  
Santa Monica Bar Assn. Settlement: Prompt & Equitable With Imperfect Liability Insurance  
Coverage. December, 2018

## SELECTED APPELLATE OPINIONS

*Barnett v. American-Cal Medical Services, No. 1, Inc.* (1984) 156 Cal App 3d 260  
(Dismissal for failure to respond to requests for admission upheld.)

*Buss v. Superior Court (Transamerica Ins. Co.)* (1997) 16 Cal.4th 35  
(Liability insurer's right to reimbursement of defense costs from policyholder allocated solely to claims that are not potentially covered)

*City Art, Inc. v. Superior Court* (No. B256132, 12/2014).  
(The rate limitations of Civ. Code § 2860 apply no earlier than when the insurer actually begins paying the defense costs - Unpublished.)

*C. L. Peck Contractors v. Superior Court* (1984) 159 Cal. App. 3d 828  
(Contractual indemnity not extinguished by good faith settlement)

*County of San Bernardino v. Pacific Indemnity Co.* (1997) 56 Cal.App.4th 666  
(No allocation of defense costs for self-insured period. No Civ. Code § 2860 rate limitation where no § 2860 conflict exists)

*Hartford Cas. Ins. Co. v. J.R. Marketing* (2015) 61 Cal.4th 988  
(Insurer may seek reimbursement from Cumis counsel when the insurer: fails to defend; is then ordered to pay independent counsel all reasonable and necessary defense costs, subject to later challenge.)

*Macomber v. Red Robin International, Inc.* (2002 Cal. App. LEXIS 4887)  
(Victorious sexual harassment plaintiff properly denied attorneys fees)

*Myers v. Allstate* (C.D.Cal. 1997) 989 F.Supp. 1250  
(Replacement Cost for a new house is payable when damaged property is replaced)

*Olinger v. City of Palm Springs* (1977) 425 F.Supp. 174  
(U.S.A. not liable for inverse condemnation claim by native American)

*Previews, Inc. v. California Union Ins. Co.* (1981, 9th Cir.) 640 F.2d 1026  
(Coverage conflict requires liability insurer to defend through independent counsel - a predecessor holding to *Cumis*)

*Sheldon Appel Co. v. Albert & Olier* (1989) 47 Cal.3d 863  
(Redefines probable cause in malicious prosecution)

*Valentino v. Elliott Sav-On Gas, Inc.* (1988) 201 Cal. App. 3d 692  
(CCP §998 settlement offer)

*Waller v. Truck Ins. Exchange, Inc.* (1995) 11 Cal.4th 1  
(No automatic waiver of coverage defenses)

*Woodliff v. CIGA* (2003) 110 Cal App 4th 1690  
(CIGA liable for judgment against insurer for costs of defense)