

IN THE UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION

RANGER CONSTRUCTION INDUSTRIES, INC.,

Plaintiff,

v.

CASE NO.: 9:17-CV-81226-KAM

ALLIED WORLD NATIONAL ASSURANCE  
COMPANY,

Defendant.

**ALLIED WORLD NATIONAL ASSURANCE COMPANY'S MOTION TO  
DISQUALIFY PLAINTIFF'S COUNSEL**

Defendant, ALLIED WORLD NATIONAL ASSURANCE COMPANY (“ALLIED WORLD”), by and through the undersigned counsel, hereby files the instant Motion to Disqualify Plaintiff’s Counsel. In support thereof, ALLIED WORLD states as follows:

1. On December 20, 2018, ALLIED WORLD produced approximately 14,500 pages of electronically-stored documents to Plaintiff (RANGER CONSTRUCTION INDUSTRIES, INC.)’s counsel, the law firm of Hunton Andrews Kurth, LLP (“Hunton Andrews”). In a letter to ALLIED WORLD dated December 28, 2018,<sup>1</sup> Hunton Andrews advised that, as part of the December 20, 2018 production, ALLIED WORLD produced “over a hundred pages of documents by, to, or from the Fowler White firm,” ALLIED WORLD’s coverage counsel. [See December 28, 2018 correspondence, DE 180-1]. The letter revealed that Hunton Andrews decided to “assume

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<sup>1</sup> The December 28, 2018 letter was emailed to ALLIED WORLD’s counsel on Friday, December 28, 2018 at 3:00 p.m. The office of the undersigned counsel was closed on December 31, 2018 and January 1, 2019. Furthermore, the attorney to whom the correspondence was addressed, Richard A. Weldy, Esq., was out of town on a pre-planned vacation from Thursday, December 27, 2018, through Tuesday, January 1, 2019. Accordingly, the letter was not reviewed until January 2, 2019. Immediately upon return from the holiday break, the contents of the December 28, 2018 letter was reviewed by the office of the undersigned and the parties scheduled a conferral call on the same date, January 2, 2019.

that ... [ALLIED WORLD] is no longer asserting privilege or work-product over any of the produced documents and that Ranger may use the same.” [Id.].

2. Based on ALLIED WORLD’s counsel’s subsequent review of the December 20, 2018 production, seven (7) privileged correspondences from the law firm of Fowler, White, Burnett, P.A. (“Fowler White”), out of the total 5,206 documents have been identified, which were inadvertently produced as a result of a “tagging” error. [See DE 180-2; DE 180-3].

3. On January 2, 2019, during a telephonic conference with Hunton Andrews, counsel for ALLIED WORLD specifically advised that any privileged materials from Fowler White were produced inadvertently and should be returned immediately. Not only did Hunton Andrews fail to return any of the aforementioned privileged documents following this telephonic conference, but on January 7, 2019, Hunton Andrews used three (3) attorney-client-privileged documents at the deposition of ALLIED WORLD’s corporate representative,<sup>2</sup> Mr. Christopher Finneran, by questioning Mr. Finneran about the contents and substance of the privileged communications. Hunton Andrews inappropriately used these documents despite the fact that ALLIED WORLD’s counsel specifically advised of the documents’ privileged nature and requested their return before, during, and after the deposition.

4. Specifically, during the deposition of ALLIED WORLD’s corporate representative, each time Hunton Andrews’ attorney, Mr. Walter J. Andrews, Esq., attempted to improperly use the privileged documents, ALLIED WORLD’s counsel objected on the record, asserted privilege over the documents, and requested that Hunton Andrews immediately return the inadvertently-produced privileged materials. Each time, Hunton Andrews ignored the claims of privilege and

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<sup>2</sup> Because the contents of the January 7, 2019 deposition are confidential and includes direct references to attorney-client privileged communications, ALLIED WORLD has not attached the deposition transcript to the instant motion. ALLIED WORLD will either request that the deposition be filed under seal or reviewed *in camera* to maintain the privilege.

continued to depose the witness regarding the contents and substance of the privileged materials. ALLIED WORLD's counsel was forced to instruct the witness not to answer the questions eliciting information regarding the privileged documents. Hunton Andrews' attorney then attempted to dissuade the witness from following ALLIED WORLD's counsel's instructions.

5. Thereafter, Hunton Andrews unilaterally adjourned the deposition. After the deposition was adjourned, ALLIED WORLD's counsel, for the third time, contacted Hunton Andrews, through correspondence dated January 7, 2019, once again asserting privilege over the documents in question, and requesting that Hunton Andrews return the documents and destroy any copies thereof. [DE 180-5].

6. It is indisputable that these seven (7) correspondences are protected by the attorney-client privilege, and that the subject communications were inadvertently produced, as the subject communications were included within the production of approximately 14,500 pages. Further, ALLIED WORLD provided no indication of intentional relinquishment of privilege regarding the Fowler White documents. As further evidence that the disclosure of the seven (7) correspondences was inadvertent, ALLIED WORLD's counsel previously withheld and documented the same exact seven (7) correspondences from Fowler White on its Amended Privilege Log, identified by date, sender, and recipient. [See ALLIED WORLD's April 27, 2018 Privilege Log, DE 180-6; ALLIED WORLD's December 14, 2018 Privilege Log, DE 180-7]. Hunton Andrews was notified of ALLIED WORLD's intent to maintain privilege over these documents as early as April 27, 2018 when ALLIED WORLD's Amended Privilege Log was served.

7. By willfully reviewing and using the inadvertently-disclosed privileged information against ALLIED WORLD despite ALLIED WORLD's assertions of privilege, Hunton Andrews has gained an unfair informational and tactical advantage. Because Hunton

Andrews has intentionally utilized these privileged documents to gain an unfair advantage on pivotal issues in this subject litigation, the only remedy to alleviate such unfair advantage and substantial prejudice to ALLIED WORLD is to disqualify the law firm of Hunton Andrews as counsel for Plaintiff. *Moriber v. Dreiling*, 95 So. 3d 449, 454 (Fla. 3d DCA 2012); *Abamar Hous. & Dev., Inc. v. Lisa Daly Lady Decor, Inc.*, 724 So. 2d 572, 573–74 (Fla. 3d DCA 1998).

**WHEREFORE**, ALLIED WORLD respectfully requests that this Honorable Court grant the instant Motion to Disqualify Plaintiff’s Counsel, and grant such further relief as the Court deems necessary and proper.

### **MEMORANDUM OF LAW**

#### **I. Standard of review and applicable law.**

“The receipt of an inadvertent disclosure warrants disqualification when the movant establishes that: (1) the inadvertently disclosed information is protected, either by privilege or confidentiality; and (2) there is a ‘possibility’ that the receiving party has obtained an ‘unfair’ ‘informational advantage’ as a result of the inadvertent disclosure.” *Moriber v. Dreiling*, 95 So. 3d 449, 454 (Fla. 3d DCA 2012) (citing *Atlas Air, Inc. v. Greenberg Traurig, P.A.*, 997 So. 2d 1117, 1118 (Fla. 3d DCA 2008); *Abamar Hous. & Dev., Inc. v. Lisa Daly Lady Decor, Inc.*, 724 So. 2d 572, 573–74 (Fla. 3d DCA 1998)). “[A] movant is ‘not required to demonstrate specific prejudice in order to justify disqualification.’” *Abamar*, 724 So. 2d at 573 (quoting *Junger Util. & Paving Co. v. Myers*, 578 So. 2d 1117, 1119 (Fla. 1st DCA 1989)); *see also Gen. Acc. Ins. Co. v. Borg-Warner Acceptance Corp.*, 483 So. 2d 505, 506 (Fla. 4th DCA 1986) (a mere *possibility* of an advantage gained as a result of inadvertent disclosure is enough to warrant disqualification of counsel).

“[A]n attorney who ... complies with the obligation to *promptly notify* and to *return immediately* the inadvertently produced documents without exercising any *unfair* advantage (such as photocopying the “confidential documents” prior to returning them), will not be subject to disqualification.” *Abamar*, 724 So. 2d at 574, n. 2 (citing to Rule 4-4.4(b) of the Rules Regulating the Florida Bar) (emphasis in original).

Furthermore, Rule 26 of the Federal Rules of Civil Procedure specifically addresses the circumstance where an attorney receives inadvertently-disclosed privileged materials. The rule clearly and unequivocally requires the recipient to return, sequester, or destroy such materials until the privilege claim has been resolved. *See* Fed. R. Civ. P. 26(b)(5)(B) (“After being notified [about a claim of privilege], a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved ... and may promptly present the information to the court under seal for a determination of the claim.” (Emphasis added)).

**II. The inadvertently-disclosed documents are protected by the attorney-client privilege.**

Following the December 20, 2018 production, the undersigned’s office re-inspected the produced materials and identified seven (7) correspondences which are indisputably subject to the attorney-client privilege. All of the aforementioned correspondences were exchanged between ALLIED WORLD and its coverage counsel, the law office of Fowler, White, Burnett, P.A. There is no reasonable dispute that Fowler White was retained by ALLIED WORLD as coverage counsel during the pendency of the underlying claim, and Fowler White acted as ALLIED WORLD’s legal counsel during the underlying litigation. Furthermore, the contents of the seven (7) inadvertently-disclosed documents clearly constitute legal advice and legal analysis prepared by the Fowler White law firm for ALLIED WORLD.

It is also explicitly clear that ALLIED WORLD intended to maintain its privilege over these subject communications, and the disclosure of these documents was merely the result of a “tagging” error in the review process. [See DE 180-2; DE 180-3]. It must be noted that all of the Fowler White communications in question contained a standard signature block, which warned the reader that the email communications could be “attorney-client privileged” and “confidential.” As further evidence that ALLIED WORLD intended to maintain privilege over the seven (7) correspondences, ALLIED WORLD’s counsel previously withheld and documented the same exact seven (7) correspondences from Fowler White on its Amended Privilege Log, identified by date, sender, and recipient. [See ALLIED WORLD’s April 27, 2018 Privilege Log, DE 180-6]. Specifically, these seven (7) correspondences are identified on ALLIED WORLD’s Amended Privilege Log by the following bates ranges: AWNAC01309-1310; AWNAC01474-1476; AWNAC01904; AWNAC01928-1930; AWNAC01931-1934; AWNAC01937-1948; AWNAC01987-1998. ALLIED WORLD again documented these seven (7) correspondences on its Second Amended Privilege Log by date, sender, and recipient. [See ALLIED WORLD’s December 14, 2018 Privilege Log, DE 180-7]. Therefore, there is no reasonable dispute that these communications were in fact privileged, and that ALLIED WORLD intended to maintain its privilege over these correspondences.

**III. Hunton Andrews knew that the subject documents were privileged, and that ALLIED WORLD intended to maintain privilege over the subject communications.**

Hunton Andrews knew at all pertinent times that these documents were privileged, and that ALLIED WORLD intended to maintain such privilege. Specifically, Hunton Andrews was notified of ALLIED WORLD’s intent to maintain privilege over these specific documents as early as April 27, 2018, when ALLIED WORLD’s Amended Privilege Log was served. Within the Amended

Privilege Log, ALLIED WORLD also maintained privilege over more than thirty (30) other privileged communications from the law firm of Fowler White. Thus, Hunton Andrews was well-aware of the attorney-client relationship between ALLIED WORLD and Fowler White, and the firm was likewise aware by no later than April 27, 2018 of ALLIED WORLD's intent to maintain privilege over attorney-client communications with the Fowler White firm. On December 14, 2018, Hunton Andrews was served with ALLIED WORLD's Second Amended Privilege Log, thereby providing them with further notice of ALLIED WORLD's intent to maintain privilege over not only these seven (7) Fowler White communications at issue, but numerous privileged communications from Fowler White in general.

Moreover, even after the December 20, 2018 production, Hunton Andrews was again notified several times of ALLIED WORLD's intention to maintain privilege over attorney-client communications with Fowler White. As an initial point, Hunton Andrews appears to acknowledge the privileged nature of these documents in its December 28, 2018 correspondence; however, Hunton Andrews "assume[s] that ... [ALLIED WORLD] is no longer asserting privilege or work-product over any of the produced documents and that Ranger may use same." [DE 180-1]. Upon ALLIED WORLD's counsel's return to the office on January 2, 2019, after the New Year's Holiday, a telephonic conference was set up for that same day to discuss these issues. Specifically, on January 2, 2019, ALLIED WORLD's counsel, Richard Weldy, Esq., unequivocally advised David Costello, Esq., an associate attorney with Hunton Andrews, that any attorney-client communications between ALLIED WORLD and the law office of Fowler White that were included in the December 20, 2018 production were privileged, would have been inadvertently produced, and should be returned immediately. [See DE 180-2].

Thereafter, despite ALLIED WORLD's counsel's foregoing assertion of privilege, Hunton Andrews used three (3) of these privileged communications during the January 7, 2019 deposition of Mr. Christopher Finneran, ALLIED WORLD's corporate representative. During the deposition, Hunton Andrews' attorney, Walter J. Andrews, Esq., introduced the three (3) privileged communications as exhibits to the deposition and continuously attempted to question the witness regarding the contents and substance of the legal advice provided by the Fowler White law firm. ALLIED WORLD's counsel, Richard Young, Esq., contemporaneously objected on the record, asserted privilege, and demanded the return of the privileged documents. Moreover, Hunton Andrews was explicitly advised by the witness during and immediately prior to the deposition that Fowler White was retained as coverage counsel for ALLIED WORLD.

After the deposition was unilaterally adjourned by Hunton Andrews, ALLIED WORLD's counsel, for the third time, contacted Hunton Andrews through correspondence dated January 7, 2019, once again asserting privilege over the documents in question and requesting that Hunton Andrews return the documents and destroy any copies thereof. [*See* DE 180-5].

All of the foregoing clearly and unequivocally demonstrate that Hunton Andrews knew at all pertinent times that attorney-client communications from the law office of Fowler White were privileged and protected. Moreover, Hunton Andrews was advised repeatedly through ALLIED WORLD's privilege logs, objections, and oral and written communications that ALLIED WORLD intended to maintain privilege over these communications. Notwithstanding, Hunton Andrews proceeded to inappropriately review and use these privileged materials to attempt to gain an unfair litigation advantage in clear violation of Federal and Florida law. Fed. R. Civ. P. 26; *Moriber*, 95 So. 3d at 454.

**IV. Hunton Andrews has obtained an unfair informational and tactical advantage as a result of reviewing the privileged documents and using them against ALLIED WORLD warranting disqualification of the firm as Plaintiff's counsel.**

Hunton Andrews has exhibited a willful intent to obtain an unfair tactical and information advantage by reviewing and using the privileged communications that were inadvertently produced. Hunton Andrews' intent to inappropriately use these documents in such a manner was expressly conveyed through the firm's December 28, 2018 correspondence, wherein Hunton Andrews notified ALLIED WORLD for the first time that Fowler White communications had been produced. Specifically, in the December 28, 2018 letter, Hunton Andrews advised that the firm "assume[d] that ... [ALLIED WORLD] is no longer asserting privilege or work-product over any of the produced documents and that **Ranger may use same.**" [DE 180-1] (emphasis added). As evidenced by this letter, Hunton Andrews inappropriately took the illogical leap of assuming that Hunton Andrews may use these privileged documents prior to even fulfilling their ethical obligation of notifying ALLIED WORLD that these documents had been produced.

Even after being notified by ALLIED WORLD's counsel numerous times that the subject documents were protected by the attorney-client privilege and were not intended to be disclosed, Mr. Andrews proceeded to the January 7, 2019 deposition, having already reviewed the privileged materials with the intent to use them to obtain an unfair advantage. Specifically, during the January 7, 2019 deposition of ALLIED WORLD's corporate representative, Mr. Andrews asked questions about these privileged correspondences, specifically attempting to elicit testimony concerning legal advice provided to ALLIED WORLD. For instance, Mr. Andrews repeatedly attempted to elicit testimony concerning legal advice provided by ALLIED WORLD's current counsel and prior counsel, Fowler White, concerning the posting of the supersedeas bond for the appeal of the underlying action. Mr. Andrews clearly asked these questions based on the October 30, 2017

attorney-client privileged correspondence, pertaining to legal advice provided by attorney Rory Jurman, Esq. of Fowler White to ALLIED WORLD as it pertains to this specific issue. Mr. Andrews went as far as to identify this privileged correspondence as Exhibit 10 to the deposition. Mr. Andrews persisted with this line of questioning over ALLIED WORLD's counsel's objections and despite being advised numerous times that the document and information were privileged.

Thereafter, also during the January 7, 2019 deposition of Mr. Finneran, Mr. Andrews marked as Exhibits 23 and 25, a December 28, 2016 letter and a September 14, 2016 letter, respectively, from the office of Fowler White directed to James Minniti of ALLIED WORLD. These correspondences also contained privileged legal analysis provided by ALLIED WORLD's coverage counsel concerning yet another pivotal issue in this case – the assessment of insurability of the punitive damages verdict in the underlying lawsuit. Even after ALLIED WORLD's counsel specifically objected to the use of these privileged documents from the law office of Fowler White and demanded their return, Mr. Andrews disregarded these requests and the contemporaneously-asserted objections as to privilege and continued to attempt to question the witness on the contents of the privileged communications pertaining to ALLIED WORLD's counsel's analysis of the punitive damages verdict. Again, this represents a clear and unequivocal intent to achieve an unfair informational and tactical advantage by reviewing and utilizing documents which Mr. Andrews had been advised were privileged and which were documented on ALLIED WORLD's privilege log served on RANGER as early as April 27, 2018.

Based on Hunton Andrews' conduct during the aforementioned deposition, it is clear that Hunton Andrews thoroughly reviewed the communications, became aware of the contents of the privileged communications, and intentionally chose to use these privileged communications as exhibits to the deposition of ALLIED WORLD's corporate representative in order to gain an unfair

advantage based on the privileged legal advice provided to ALLIED WORLD by its coverage counsel. Hunton Andrews was reminded of the privileged nature of the Fowler White communications numerous times as the deposition progressed. ALLIED WORLD's counsel repeatedly asserted privilege and requested that the privileged documents be returned. In addition, the witness himself clearly reminded Mr. Andrews that Fowler White was ALLIED WORLD's coverage counsel. Notwithstanding, Hunton Andrews' attorney continued to use the privileged documents despite his ethical and legal obligations under applicable Federal and Florida law. *See* Fed. R. Civ. P. 26(b)(5)(B); *Abamar*, 724 So. 2d at 574, n. 2.

V. **Hunton Andrews' blatant violation of the applicable Federal and Florida law with regard to the firm's use of the privileged documents warrants disqualification of the firm as Plaintiff's counsel.**

To be abundantly clear, Florida law does not actually require that counsel utilize the privileged documents or make any express attempt to obtain an unfair advantage with the documents to warrant disqualification. *Moriber*, 95 So. 3d at 454; *Atlas Air*, 997 So. 2d at 1118; *Abamar*, 724 So. 2d at 573–74. All that is required to warrant disqualification of counsel in such circumstances is the showing of a mere “**possibility** that the receiving party has obtained an unfair informational advantage as a result of the inadvertent disclosure.” *Moriber*, 95 So. 3d at 454 (emphasis added) (internal quotations omitted). Furthermore, Rule 26 clearly and unequivocally required Hunton Andrews to “promptly return, sequester, or destroy” the inadvertently-produced privileged materials. *See* Fed. R. Civ. P. 26(b)(5)(B); *see also Abamar*, 724 So. 2d at 574, n. 2. Rule 26 dictates that the party receiving such documents “**must not use** or disclose the information until the claim [of privilege] is resolved.” *Id.* (Emphasis added).

In this case, Hunton Andrews' actions after receiving the inadvertently disclosed materials have far exceeded the mere “possibility” of obtaining an unfair advantage. In fact, Hunton

Andrews has affirmatively taken steps to review these privileged materials, recite or paraphrase the content of the privileged materials during the deposition, utilize the correspondences during the deposition as exhibits, and elicit testimony from ALLIED WORLD's corporate representative concerning the pivotal issues of punitive damages insurability and the posting of the supersedeas bond.

The actions of Hunton Andrews upon receipt of the privileged documents are important to the determination of whether Hunton Andrews has obtained an unfair advantage. *See Moriber*, 95 So. 3d at 454; *see also Atlas Air*, 997 So. 2d at 1118 (“Because there is no requirement that prejudice be shown, and it is so difficult to measure how much of an advantage, if any, was obtained due to the inadvertent disclosure of privileged documents, the court must look to the actions taken by the receiving lawyer or law firm.”). The actions of the receiving lawyer in this case are egregious and were clearly done in bad faith. It is obvious that Hunton Andrews thoroughly reviewed the inadvertently-produced Fowler White communications and handpicked them as exhibits for improper use at the deposition. Hunton Andrews deliberately used the privileged materials to its advantage and to the detriment of ALLIED WORLD and ALLIED WORLD's corporate representative. Hunton Andrews' determination to keep the Fowler White emails and use them as a litigation tool was firm. Even after ALLIED WORLD's counsel and the corporate representative repeatedly advised that the communications were privileged, Hunton Andrews did not hesitate to continue to introduce additional privileged documents as exhibits. Hunton Andrews' actions are especially concerning because the Fowler White emails, even to a nonexpert's eye, contained substantive legal advice and legal analysis prepared by the Fowler White firm for ALLIED WORLD.

Even more concerning is the fact that Hunton Andrews does not shy away from its open intent to continue to use the inadvertently-produced privileged materials in the future litigation of this case, as the firm now claims that the Fowler White emails are not privileged at all. [See January 8, 2019 correspondence from Hunton Andrews, DE 180-8 (“Ranger is certain that none of the allegedly-privileged documents – most of which come from the Fowler White firm – are privileged.”)].

Furthermore, “a movant is ‘not required to demonstrate specific prejudice in order to justify disqualification.’” *Abamar*, 724 So. 2d at 573. However, in this case, the prejudice that would be sustained by ALLIED WORLD if Hunton Andrews was permitted to stay as counsel for RANGER is patent and insurmountable. Because Hunton Andrews has undeniably already reviewed these privileged communications, by Mr. Andrews’ own acknowledgement during the January 7, 2019 deposition, there is no feasible manner to expunge that information from RANGER’s current counsel that would alleviate the unfair advantage obtained by the review of privileged communications and legal analysis authored by ALLIED WORLD’s coverage counsel. Furthermore, because the content of these privileged communications and analysis are directly addressing pivotal issues that are the subject of the instant litigation – insurability of punitive damages and posting of the supersedeas bond – permitting Hunton Andrews to remain as counsel for RANGER in this litigation will inevitably create substantial prejudice to ALLIED WORLD by offering RANGER an in-depth view of ALLIED WORLD’s counsel’s assessment of these critical issues. Finally, Hunton Andrews has already taken affirmative and irreversible steps to deliberately cause ALLIED WORLD prejudice by choosing to use and introduce these privileged communications as exhibits during ALLIED WORLD’s corporate representative’s deposition and attempting to elicit testimony from ALLIED WORLD’s corporate representative concerning the

legal advice provided by Fowler White. In conclusion, the only feasible solution to rectify the substantial prejudice sustained by ALLIED WORLD and the blatant, unfair tactical and informational advantage obtained by Hunton Andrews is to disqualify Hunton Andrews as counsel for RANGER in the instant litigation.

**CERTIFICATE OF CONFERRAL**

Pursuant to Local Rule 7.1(3), the movant hereby certifies that counsel for ALLIED WORLD has conferred with counsel for RANGER regarding the relief requested in the instant Motion, and counsel for RANGER has advised that they oppose the relief sought herein.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 11<sup>th</sup> day of January 2019, I electronically filed the foregoing document with the Clerk of Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

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**SERVICE LIST**

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