SETTLEMENT PITFALLS
SETTLEMENT PITFALLS

I. INTRODUCTION ............................................................................................................................... J-3
A. What Is a Lien? ................................................................................................................................. J-3
B. What Is Subrogation? ..................................................................................................................... J-4

II. COMMON LIENS DEALING WITH MEDICAL BILLS ........................................................................... J-4
A. Health Care Services Lien Act, 770 ILCS 23/1 ...................................................................... J-4
   1. When Does It Apply? ..................................................................................................... J-4
   2. Limitations ......................................................................................................................... J-4
B. Workers’ Compensation Lien ..................................................................................................... J-5
C. Illinois Department of Public Aid Lien, 305 ILCS 5/11-22 ............................................... J-5

III. THE MEDICARE “SUPER LIEN” .................................................................................................................. J-6
A. What Is a Super Lien? ................................................................................................................... J-6
B. Avoid the Pitfalls of the Medicare “Super Lien”.................................................................. J-7

IV. THE COMMON FUND DOCTRINE – RECOVERY OF ATTORNEY’S FEES........................................ J-7
A. When Does the Doctrine Apply? .............................................................................................. J-8
B. Avoid the Pitfalls of the Common Fund Doctrine.............................................................. J-8
   1. Send a Tenney Letter ..................................................................................................... J-8
   2. “Meaningful Participation” in Creation of Common Fund ............................................ J-9
   3. Additional Selected Cases ......................................................................................... J-10
   4. Steps to Avoid Paying Plaintiff’s Attorney’s Fees and Costs Under the Common Fund Doctrine ................................................................. J-11

The cases and materials presented here are in summary and outline form. To be certain of their applicability and use for specific claims, we recommend the entire opinions and statutes be read and counsel consulted.
SETTLEMENT PITFALLS

I. INTRODUCTION

Settlement of personal injury cases necessitates close attention to avoid application of outstanding liens that may exist from health care providers, state and federal agencies, as well as other insurers that have already made payments. These materials provide an overview of the most frequently encountered potential outstanding lien problems. In addition, these materials advise insurers on what they need to know and what they should do to avoid paying out unnecessary plaintiff’s attorney’s fees under the common fund doctrine.

A. What Is a Lien?

The most important issue concerning liens a claims handler will face relates to the additional exposure that can arise from a failure to adequately protect a valid lien. A lien is a claim of entitlement to all or a portion of certain property or the proceeds from that property. If a lien is not adequately protected in a settlement, the lien holder may have its choice as to who it will pursue to satisfy the lien. As a result, a defendant and its insurer could be required to pay the value of the lien to the lien holder even though the settlement required the plaintiff to satisfy all liens.

The Illinois Supreme Court defines a lien as follows:

A charge upon property, either real or personal, for the payment or discharge of a particular debt or duty in priority to the general debts or duties of the owner. Eastman v. Messner, 188 Ill. 2d 404, 721 N.E.2d 1154, 242 Ill. Dec. 623 (1999).

In the context of personal injury cases, health care providers and other public and private entities that pay for medical services have statutory and/or contractual liens on the claimant for reimbursement for service or payment provided.

Just because settlement release documents require the plaintiff and the plaintiff’s attorney to satisfy all liens, this does not prohibit the lien holder from filing a claim directly against the defendant for the lien amount. While the defendant has the right to recover the amounts paid to the lien holder from the plaintiff pursuant to the release and settlement agreement, the ensuing litigation would be, at the very least, time consuming. Even if the settlement agreement provides that the plaintiff and plaintiff’s attorney are to pay the costs of any such proceeding, there is always the possibility that they will have spent the money by the time you obtain a judgment on your claim for breach of the settlement agreement.

A plaintiff’s willingness to settle is largely dependent upon the liens he will have to pay back from his settlement proceeds. To better understand their “bottom line,” a good understanding of the rules applying to the various liens will allow the claims handler to assess what the plaintiff...
will ultimately receive. The Common Fund Doctrine requires the lien holder who benefits from the plaintiff’s attorney’s work in pursuing the claim to pay a portion of the amount they are reimbursed on their lien to the attorney for the plaintiff for the attorney’s fees and costs associated with the litigation.

B. What Is Subrogation?

Providers and payers of health care services can recover from a claimant who receives payment from another source. A party who has provided health services or made payments is a lien holder or “subrogee” for purposes of subrogation.

Black’s Law Dictionary, 7th Edition, defines subrogation as “[t]he substitution of one party for another whose debt the party pays, entitling the paying party to rights, remedies, or securities that would otherwise belong to the debtor.” Through the process of subrogation, the insurer becomes substituted to the claimant’s right of recovery for medical bills from other sources as a way to reimburse the insurer.

II. COMMON LIENS DEALING WITH MEDICAL BILLS

A. Health Care Services Lien Act, 770 ILCS 23/1

The Health Care Services Lien Act (“HCSA”) became effective on July 1, 2003. It created two classes of liens, one for “health care professional” and another for “health care provider.” 770 ILCS 23/5.

1. When Does It Apply?

- Applies to the rendering of health services in the treatment, care, or maintenance of an injured person, except under the Workers’ Compensation Act or the Workers’ Occupational Disease Act. 770 ILCS 23/10(a).

- Attaches to any verdict, judgment, award, settlement, or compromise, secured by or on behalf of an injured person. 770 ILCS 23/20.

- Applies to the health care professional’s or health care provider’s reasonable charges up to the date of payment of damages. 770 ILCS 23/10(a).

- The injured person must give written notice to the health care professional or health care provider that holds a lien. 770 ILCS 23/15.

2. Limitations

- Limits the total amount of all liens to 40 percent of the damages paid to the injured person. 770 ILCS 23/10(a).
• The lien holder must provide notice to the injured person and to the party against whom the claim or right of action exists. 770 ILCS 23/10(b).

• Proportionate recovery for multiple liens in same class (professionals or providers) and no one class can receive more than one-third of the recovery. 770 ILCS 23/10(c).

• Special rules apply when total amount of lien is equal to or greater than 40 percent of the recovery:
  – All liens of professionals shall not exceed 20 percent.
  – All liens of providers shall not exceed 20 percent.
  – Attorney’s liens limited to 30 percent, but if the case is appealed, HSCA does not apply. 770 ILCS 23/10(c).

B. Workers’ Compensation Lien

The Workers’ Compensation Lien is a statutory lien created under section 5(b) of the Illinois Workers’ Compensation Act. 820 ILCS 305/5(b). If an employer pays related medical bills to an injured worker, the employer has a lien against the injured worker’s third-party recovery. The employer may sue to enforce the lien if the worker does not. If the worker sues a third party, the worker must give notice to the employer and the employer may intervene in the lawsuit to protect its lien.

In such cases where the employer holds a lien as to the worker’s attempt to recover from a third party, the worker cannot enter into a settlement and release with the liable party without the employer’s written consent. If the injured worker recovers from a third party, the employer is entitled to full reimbursement of its lien, even if the amount recovered from the third party is less than the lien. However, the employer has to pay 25 percent of the plaintiff’s attorney’s fees plus a pro rata share of expenses.

C. Illinois Department of Public Aid Lien, 305 ILCS 5/11-22

1. The Illinois Department of Public Aid (“IDPA”) has a “charge” upon all claims and causes of actions for the total amount of medical assistance provided to an injured recipient from the time of injury to the date of recovery on the claim. 305 ILCS 5/11-22.

2. The IDPA has to provide notice by certified or registered mail on the party or parties against whom the injured person has a claim. The “charge” attaches to any verdict or judgment entered, and to any money or property recovered from the suit. 305 ILCS 5/11-22.

3. The IDPA has to pay its pro rata share of attorney’s fees based on its lien as it compares to the total settlement agreement.
4. The IDPA lien has priority over other liens, except for a lien under the Attorneys Lien Act and the Medicare “Super Lien,” which is discussed below. The IDPA lien does not apply to any claim under the Workers’ Compensation Act, the Workers’ Occupational Diseases Act, or the Wrongful Death Act.

5. The IDPA has the right of subrogation to any recovery that a public aid recipient may have from any private or public health care coverage or casualty coverage, including coverage under the Workers’ Compensation Act and the Workers’ Occupational Diseases Act. 305 ILCS 5/11-22a.

6. In order to enforce its subrogation right, the IDPA can intervene in a pending lawsuit brought by the recipient against any party that may be liable or bring its own lawsuit against a liable party. The IDPA can also bring its own action against an insurance carrier that may be liable to pay for the medical benefits of the injured recipient, but has to provide the recipient written notice of the suit advising him of his right to intervene. 305 ILCS 5/11-22b(b)(1),(d)(2).

7. No judgment, award, or settlement in any action or claim by a beneficiary to recover damages for injuries, when IDPA has an interest, can be satisfied without first giving IDPA notice and a reasonable opportunity to perfect and satisfy its lien. 305 ILCS 5/11-22b(g).

8. The entire amount of any settlement of the injured recipient’s claim is subject to the IDPA’s claim for reimbursement of its lien. 305 ILCS 5/11-22b(i).

III. THE MEDICARE “SUPER LIEN”

A. What Is a Super Lien?

Insurers must pay special attention to whether Medicare has paid any portion of the claimant’s medical bills. The Medicare Secondary Payer (“MSP”) statute places the responsibility on insurers to reimburse the government when it has paid conditional Medicare benefits to an injured party. 42 U.S.C. § 1395y(b)(2)(B)(ii). Medicare’s lien is “super” because Medicare has the right to recover even when the insurer has not received formal notice of Medicare’s lien. Further, Medicare’s lien is “super” because it takes priority over any other liens.

Medicare is the secondary, as opposed to the primary, payer for insureds. As a result, Medicare can recoup from the rightful primary payer or from the recipient of such payment, if Medicare paid for a service that should have been covered by the primary insurer. United States v. Baxter Intern., Inc., 345 F.3d 866, 875 (11th Cir. 2003), cert. denied, 124 S. Ct. 2907 (2004).

An insurer may be required to reimburse Medicare if it paid a provider or a claimant when it knew, or should have known, that Medicare had made a conditional primary payment under the MSP. 42 C.F.R. § 411.24(i)(1-2); see also, Baxter Int’l, Inc., 345 F.3d at 879. Section 411.24(i)(1-2) of the federal regulations governing Medicare’s right of reimbursement of conditional payments reads as follows:
(i) Special rules.

(1) In the case of liability insurance settlements and disputed claims under employer group health plans, workers’ compensation insurance or plan, and no-fault insurance, the following rule applies: If Medicare is not reimbursed as required by paragraph (h) of this section, the primary payer must reimburse Medicare even though it has already reimbursed the beneficiary or other party.

(2) The provisions of paragraph (i)(1) of this section also apply if a primary payer makes its payment to an entity other than Medicare when it is, or should be, aware that Medicare has made a conditional primary payment. (Emphasis added).

42 C.F.R. § 411.24(i)(1-2).

In other words, even if an insurer does not have actual knowledge that Medicare has made payments to a claimant, the insurer may still be liable for reimbursing Medicare, even if it has already made payments to the claimant. Medicare is subrogated to any right of an individual or entity to recover payment from an insurer for medical bills. 42 U.S.C. § 1395y(b)(2)(B)(iv). Medicare has the right to sue an insurer in order to recover benefits it paid out that the primary insurer should have covered. In such an action, not only is Medicare entitled to reimbursement, but they may collect double damages against the insurer. 42 U.S.C. § 1395y(b)(2)(B)(iii).

B. Avoid the Pitfalls of the Medicare “Super Lien”

1. Upon receipt of a personal injury claim, make a diligent effort to determine the claimant’s medical bills, the extent of payment, and the identities of the paying parties. Clearly document these items in the file for future reference.

2. Obtain, in writing, a figure from Medicare that will satisfy its lien.

3. Upon payment of settlement or judgment, ensure that a separate payment is made to Medicare to reimburse Medicare in full.

4. Incorporate in your settlement and release language, provisions that (1) specify that all liens have been satisfied; and (2) include an indemnification clause.

IV. THE COMMON FUND DOCTRINE – RECOVERY OF ATTORNEY’S FEES

In Illinois, courts recognize the equitable principle of the Common Fund Doctrine. The Illinois Supreme Court in Baier v. State Farm Ins. Co., 66 Ill. 2d 119, 361 N.E.2d 1100, 5 Ill. Dec. 572 (1977), adopted this doctrine as a way to protect the recovery of attorney’s fees in insurance subrogation cases. Most insurance policies include subrogation agreements for medical
payments with its insured, which requires the insured to reimburse the insurer for monies recovered from the responsible party. In the process of recovering money for an injured client, whether by settlement or judgment, the plaintiff’s attorney creates a fund for their client.

The doctrine guarantees the plaintiff’s attorney compensation for creating the fund from which the client receives settlements or judgments. Because the client may be required to reimburse his insurer for prior medical payments, the doctrine also insures that the plaintiff’s attorney is paid his fees and costs in creating the fund and recovering monies in favor of the plaintiff’s insurance company.

A. When Does the Doctrine Apply?

The Common Fund Doctrine applies when an insurance company does not participate in the creation of the fund. The plaintiff’s attorney that creates the common fund, in which the plaintiff recovers and reimburses his insurer, is entitled to compensation from the monies recovered in favor of the passive insurance company. In other words, when an insurer receives reimbursement for medical payments it paid for the injured insured, that recovery is offset by the plaintiff’s attorney’s fees and costs in creating the common fund.

The following three requirements must be present for the Common Fund Doctrine to apply:

1. The fund must be created as the result of legal services performed by an attorney.
2. The subrogee or the insurance company must not participate in the creation of the fund.
3. The subrogee must benefit from the fund.

B. Avoid the Pitfalls of the Common Fund Doctrine

1. Send a Tenney Letter

In the often-cited case of Tenney v. American Family Mut. Ins. Co., 128 Ill. App. 3d 121, 470 N.E.2d 6, 83 Ill. Dec. 251 (4th Dist. 1984), the Appellate Court, Fourth District held that a plaintiff’s attorney is not entitled to recovery of his attorney’s fees under the Common Fund Doctrine for services that have been knowingly rendered for unwilling recipients. Based on this case, an insurance company could become an “unwilling recipient” by sending what is commonly known as a “Tenney letter.”

In Tenney, the plaintiff’s insurer, American Family, promptly sent a letter to the plaintiff that informed the plaintiff of its subrogation lien on medical payments. The letter, most importantly, expressed the insurer’s intention of dealing with the defendant’s insurance company regarding this claim. The insurer promptly sent this letter to the plaintiff’s attorney, who did not file suit on behalf of the plaintiff until nine months after receiving the Tenney letter.

The Appellate Court, Fourth District held that American Family had immediately and unequivocally informed the attorney of its intention to be an “unwilling participant” in the
plaintiff’s lawsuit. Because of this prompt notification, the plaintiff’s attorney could not recover his fees and costs under the Common Fund Doctrine.

Since the decision in Tenney, insurers have often thought that sending the letter to its insured or his attorney was enough to protect its subrogation interest. However, recent case law has clearly indicated that the letter might not be enough. Without overruling Tenney, Illinois Appellate Courts have held that in addition to sending the Tenney letter, insurers must follow-up and participate in creating the fund.

2. “Meaningful Participation” in Creation of Common Fund

The Tenney letter is the first step in avoiding the application of the Common Fund Doctrine. However, subsequent case law has upheld Tenney, but narrowed its application by requiring insurers to be more proactive in establishing their status as an “unwilling participant.” Today, sending the Tenney letter is not enough to avoid the application of the Common Fund Doctrine.

For example, in Taylor v. American Family Ins. Group, 311 Ill. App. 3d 1034, 725 N.E.2d 816, 244 Ill. Dec. 343 (5th Dist. 2000), American Family sent its insured’s attorney a Tenney letter within a month of the underlying accident. The letter advised the insured’s attorney of American Family’s intent to represent its own subrogation interests as to the medical payments, indicated American Family’s interest that the insured’s attorney not represent its subrogation interest, and stated American Family would not recognize “any lien upon the subrogation amount claimed under the ‘Fund Doctrine’ for services gratuitously given.” Tenney, 311 Ill. App. 3d 1036. A month later, American Family sent a follow-up letter to the insured’s attorney, which was identical to the initial Tenney letter. American Family also sent a copy of this letter to the tortfeasor’s insurer, State Farm, expressing its intent to represent its own subrogation interests. American Family also filed a petition for arbitration of its subrogation interest and notified the insured’s attorney. American Family sent a third follow-up Tenney letter to the insured’s attorney restating its position as an unwilling recipient of the attorney’s services. Up to this point, it appeared that American Family had gone above and beyond the requirements of Tenney, but the Appellate Court, Fifth District still held that the Common Fund Doctrine applied.

After American Family sent its second Tenney letter, the insured settled her claim with State Farm. State Farm issued two checks – one for the amount of medical payments paid by American Family, and the other for the amount of the underlying settlement.

With respect to the medical payments, State Farm addressed the check to the insured, the insured’s attorney, and American Family. When the insured’s attorney notified American Family of the check and requested one-third for attorney’s fees, American Family responded that it was in a pending arbitration with State Farm and that the attorney should return the check to State Farm. The insured’s attorney responded by noting that she included American Family’s subrogation interest in the settlement because American Family would not release its lien against the insured with State Farm. The trial court awarded the insured’s attorney her share of attorney’s fees, and the Appellate Court, Fifth District affirmed holding that merely writing to the
insured’s attorney and expressing a desire to represent one’s own interest, without more, was not enough to overcome the Common Fund Doctrine. The Appellate Court, Fifth District noted that the insurer’s conduct must reflect “meaningful participation” in creating the fund or reaching the settlement, which may involve filing a timely petition to intervene in the underlying personal injury action.

Courts look for “meaningful participation” by the insurer in the creation of the common fund that reflects more than just the insurer’s intention or desire to have its interests protected. While the courts have repeatedly used the phrase “meaningful participation,” courts have offered little guidance by clearly defining what is sufficient to amount to “meaningful participation” to avoid the Common Fund Doctrine. A recent case held that the insurer “meaningfully participated” where it sent a Tenney letter to the plaintiff’s attorney three weeks after the accident and attempted to intervene in the plaintiff’s lawsuit over the insured’s vigorous opposition. *Ritter v. Hachmeister*, 356 Ill. App. 3d 926, 827 N.E.2d 504, 292 Ill. Dec. 975 (2d Dist. 2005).

3. Additional Selected Cases

*Perez v. Kujawa*, 234 Ill. App. 3d 957, 602 N.E.2d 38, 176 Ill. Dec. 731 (1st Dist. 1992) – The equitable “fund doctrine” did not justify an award of attorney fees to insured and other plaintiff represented by the same attorney, out of automobile insurer’s medical payments subrogation lien. The insurer had promptly and unequivocally informed plaintiffs’ previous attorney of its subrogation lien and disclaimed any intention to employ insured’s attorney for that purpose, and that notice was chargeable to the attorney to whom the notified attorney referred the case.

*Brase v. Loempker*, 267 Ill. App. 3d 415, 642 N.E.2d 202, 204 Ill. Dec. 740 (5th Dist. 1994) – Plaintiff’s attorney was entitled to one-third of total medical subrogation claim paid to plaintiff’s insurer, as a result of an automobile accident, despite fact that plaintiff’s insurer notified plaintiff’s attorney prior to plaintiff’s attorney filing suit that insurer did not want attorney’s assistance but wanted to deal directly with defendant’s insurer on its medical subrogation claim, and where plaintiff’s insurer asked defendant’s carrier to keep subrogation rights of plaintiff’s insurer in mind when settling claim with plaintiff’s attorney.

*Country Mut. Ins. Co. v. Birner*, 293 Ill. App. 3d 452, 688 N.E.2d 859, 228 Ill. Dec. 161 (3d Dist. 1997) – Insured’s attorney filed action against automobile insurer to recover payment from settlement with liability insurer. The Appellate Court held that: (1) attorney was entitled to payment under Common Fund Doctrine, and (2) insurer was estopped from pursuing arbitration award noting that, under the “Common Fund Doctrine,” a lawyer who recovers common fund for benefit of persons other than client is entitled to reasonable attorney fees from fund as whole.


Kim v. Alvey, Inc., 322 Ill. App. 3d 657, 749 N.E.2d 368, 255 Ill. Dec. 267 (1st Dist. 2001) – Where parties agree to settlement figure and workers’ compensation lien is not addressed, the payer is not entitled to a set-off for the amount of the workers’ compensation lien.

Johnson v. State Farm Mut. Auto. Ins. Co., 323 Ill. App. 3d 376, 752 N.E.2d 449, 256 Ill. Dec. 569 (5th Dist. 2001) – Plaintiff’s attorney was not entitled to fees under Common Fund Doctrine for arbitration award in uninsured motorist action as no fund was created that benefitted the lien holder.

Eddy v. Sybert, 335 Ill. App. 3d 1136, 783 N.E.2d 106, 270 Ill. Dec. 531 (5th Dist. 2003) – An insured filed a motion in personal injury action to adjudicate a lien concerning insurer’s subrogation claim regarding payment of insured’s medical expenses under automobile insurance policy. The Appellate Court held that: (1) language of policy controlled in determining whether insurer had right to subrogation; (2) insurer’s right to subrogation did not depend on whether insured was made whole by settlement with tortfeasor; and (3) insurer was obligated to pay medical bill, but insurer was entitled to subrogate that claim.

TM Ryan Co. v. 5350 South Shore, L.L.C., 361 Ill. App. 3d 352, 836 N.E.2d 803, 297 Ill. Dec. 72 (1st Dist. 2005) – A judgment creditor filed a petition for relief, alleging it was entitled to judgment debtor’s insurance proceeds deposited in client funds account of judgment debtor’s law firm. The law firm filed its own petition asserting an interest in the insurance proceeds. The Appellate Court held that the insurance proceeds were not a common fund out of which the law firm was entitled to its fees and noted that the Common Fund Doctrine does not apply where the debt paid from the fund existed independently of the creation of the fund.

4. **Steps to Avoid Paying Plaintiff’s Attorney’s Fees and Costs Under the Common Fund Doctrine**

- **Promptly send a Tenney letter to your insured.** As soon as you learn of an insured’s accident and claim, send a letter to the insured unequivocally informing them of your subrogation lien for medical payments and your intention of representing your own interests with the tortfeasor’s insurance company.

- **Promptly send a Tenney letter to the tortfeasor’s insurance company.** This letter must clearly indicate that you plan on representing your own subrogation interests. The letter should also request that the tortfeasor’s insurance company not include any medical payments in any settlement offer to the injured insured.
• **If your insured retained his own attorney, promptly send a Tenney letter to the attorney.** The letter must state that you plan to represent your own subrogation interests and that you are unwilling to pay for his services under the Common Fund Doctrine.

• **Arbitrate or intervene.** If your company and the tortfeasor’s insurance company participate in an arbitration program, file a petition for arbitration as soon as you can determine the amount of medical expenses paid to the insured. If arbitration is not available, consider filing your own lawsuit to protect your subrogation lien on the medical payments. If the insured has already filed his own suit, then file a petition to intervene in that action. Your suit can ultimately be consolidated with the personal injury case.

• **Communicate.** Instruct your retained attorney to communicate with the insured’s attorney on issues related to the medical payments from settlement negotiations to trial preparation. If the insured’s personal injury suit goes to trial and you have successfully intervened in the suit, be active in that portion of the trial related to medical expenses.

While this is not an exhaustive list, taking the aforementioned actions demonstrates the insurer’s genuine interest to be an “unwilling participant,” as well as “meaningful participation” in the creation of a common fund that should enable the insurer to avoid paying attorney’s fees to the insured’s attorney. The insurer should still send the Tenney letter promptly, but that alone is no longer enough to protect subrogation interest in medical expenses. Given the undefined requirements of “meaningful participation,” insurers should retain experienced defense counsel, where necessary, to protect its subrogation lien in order to recover medical payments and to avoid paying unnecessary attorney’s fees.

Given the ever increasing costs of medical care, it is imperative to recognize the various liens that may exist. Insurance companies must be aware of the interests of various medical providers and government agencies, not only for its own insureds, but also in settling claims brought against its insureds. Accordingly, in settling a claim, it is important to be proactive in identifying the sources of medical payments and insure that those providers and government agencies are paid in order to avoid any future liability. In addition to considering third-party liens, claims professionals must be proactive in protecting their own company’s subrogation liens for medical payments to insureds. If the insurer does not take prompt and meaningful steps to protect its own interests, then the insurer may find its recovery offset by unnecessary attorney’s fees and costs.
Maura began her legal career as an associate with Heyl Royster in 2002. From 2002 until 2004, she worked at the firm’s Edwardsville, Illinois office practicing civil defense litigation. A significant portion of her practice focused on representing corporate defendants in asbestos toxic tort litigation for serious injury cases pending in Madison County, Illinois, including products liability and premises liability claims arising from occupational exposure.

In 2004, Maura moved to Chicago, Illinois where she expanded her litigation practice to large loss property subrogation matters throughout the United States and internationally including a three week arbitration in Tokyo, Japan, that resulted in a multi-million dollar recovery affirmed by the Japanese courts. Maura’s experience includes construction defects, product defects, fires, explosions, and boiler and turbine failures. She is familiar with exculpatory provisions and limitation of liability clauses in contract documents, including whether exculpatory provisions and limitations of liability are enforceable based on the applicable state law.

Maura returned to Heyl Royster as an Of Counsel attorney in 2010 and now works full time from our Chicago office space located near the Daley Center Courthouse. At Heyl Royster, Maura continues to work with our asbestos clients as well as handling other matters pending in Chicago.

Maura was born in Kabul, Afghanistan and speaks fluent Dari, a dialect of Persian.

**Publications**

**Professional Recognition**
- Martindale-Hubbell AV-Rated

**Professional Associations**
- Chicago Bar Association
- American Bar Association
- National Association of Subrogation Professionals
- International Centre for Dispute Resolution Young & International Group
- Risk and Insurance Management Society, Inc. (RIMS)

**Court Admissions**
- State Courts of Illinois and Missouri
- United States District Courts, Northern District of Illinois and Eastern District of Wisconsin
- *Pro hac vice* admittance in State Courts of Indiana, New York, Oregon, Arizona, California, Florida, Ohio, Massachusetts, Maryland, and internationally in Japan and Taiwan

**Education**
- Juris Doctor, Washington University School of Law, 2002
- Bachelor of Science in Language Arts-Government (International Affairs) and Spanish, Georgetown University, 1998