



**Arthur F. Brandt** is a partner whose practice focuses on insurance law, environmental law and complex litigation. In the insurance coverage area, he focuses primarily on environmental and toxic tort claims. In the environmental law area, he has dealt with underground storage tank regulation, air quality, emission control, groundwater contamination and solid waste issues before various state and federal regulatory agencies.

His litigation experience includes arguments before the Michigan, Delaware, and Louisiana Supreme Courts and the United States Court of Appeals for the Ninth Circuit. He also has experience with the English, Canadian, French and European Union legal systems. He has conducted seminars and authored various articles on environmental insurance coverage issues.

He has been selected to the prestigious "Leading Lawyers" list published by the Law Bulletin Publishing Company.

## PUBLICATIONS

"Solid Waste Enforcement in the United Kingdom Under the Environmental Protection Act of 1990," 12 Mich. Env'tl. L.J. 1 (1993)

"Environmental Implications on Business Transactions in the Great Lakes States," Illinois contributing author, Lawyers Cooperative Publishing (1995)

"The Pollution Exclusion in Illinois," co-authored with Robert J. Bates, Jr., Commercial and Professional Liability Insurance, Illinois Institute for Continuing Legal Education (2002), 2008, 2010, and 2012 Supplements

*Northern States Power Co. v. Continental Ins. Co.*, 805 N.W.2d 734 (Wis. App. 2011). affirmed, 808 N.W.2d 714 (Wis. 2011) Coverage action involving environmental contamination at various former manufactured gas plant sites dismissed in favor of a previously filed competing Minnesota action.

*Mid-American Energy v. Certain Underwriters at Lloyd's London*, CL 107142, 24-8 Mealey's Poll. Lia. Rep. 16 (Iowa Dist., 5th Dist. 2011) Pro-rata allocation used to allocate damages from long term contamination at former manufactured gas plant sites.

*McRaith v. American Re-Insurance Co.*, 2010 WL 624857 (N.D. Ill. February 17, 2010) Federal jurisdiction is proper with respect to a reinsurance dispute between a rehabilitator of an insolvent insurer and a reinsurer.

*St. Paul Mercury Ins. Co. v. Northern States Power Co.*, 2009 WL 2596074 (Minn. App. August 25, 2009) Pro-rata allocation used to allocate damages from long term contamination at former manufactured gas plant sites.

*Machining Enterprises, Inc. v. Wausau Business Ins. Co.*, 765 N.W.2d 330 (Mich. 2009) Coverage barred under "your product/your work" exclusion for insured's defective product that resulted in a recall of several thousand motor vehicles.

*Illinois Central Railroad v. Stonewall Ins. Co.*, CV-99-3525, 20-30 Mealey's Litg. Rep. Ins. 2

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## Practice Areas

- Commercial General Liability
- Reinsurance

## Education

- University of Detroit School of Law, J.D. 1990, *cum laude*
- University of London King's College Faculty of Laws, 1989
- University of Michigan, B.A. 1987

## Memberships

- American Bar Association
- State Bar of Michigan
- International Bar Association

## Admissions

- Illinois
- Michigan
- U.S. District Court for the Eastern and Western Districts of Michigan, Northern District of Illinois, Northern District of California, Northern District of Indiana, and Western District of Pennsylvania
- U.S. Court of Appeals for the Second, Sixth, and Ninth Circuits

(Ala. Cir., Mobile Co. 2006) Pro-rata allocation applied to environmental claims involving CERCLA sites under both Illinois and Alabama law.

**Mallinckrodt v. Aetna Cas. & Sur. Co.**, 927 N.E.2d 347 (Ill. App. Ct. September 27, 2006), affirmed, 857 N.E.2d 673 (2006) Environmental coverage action dismissed on forum non conveniens grounds in favor of insurers' competing action in another jurisdiction.

**Travelers Cas. & Sur. Co. v. Constitution Reinsurance Corp.**, 2004 WL 2387313 (E.D. Mich. August 2, 2004) A single reinsurance limit applied to a multi-year reinsurance certificate.

**Dow Chemical Co. v. Fireman's Fund Ins. Co.**, 217 F. Supp.2d 816 (E.D. Mich. 2002) Insurance coverage action involving bodily injury claims as a result of exposure to a commercial herbicide.

**Gaylord Container Corp. v. CNA Ins. Cos.**, 807 So.2d 864 (La. App. Ct. April 3, 2001) Environmental coverage action involving bodily injury claims due to an explosion of a chemical tank car.

**Ducote v. Koch Pipeline Co., L.P.**, 730 So.2d 432 (La. 1999) "Total" pollution exclusion was clear and unambiguous and operated to bar coverage for claims involving an ammonia release from a ruptured pipeline.

**ABB Flakt, Inc. v. National Union Fire Ins. Co.**, 731 A.2d 811 (Del. 1999) "Advertising injury" provision of a general liability policy did not apply to provide coverage for a patent infringement claim.

**Celotex Asbestos Settlement Trust v. International Ins. Co.**, 98 C 8300, 14-16 Mealey's Litg. Rep. Asb. 7 (N.D. Ill. 1999) Whether confirmation of a bankruptcy plan constitutes a covered loss.

**Commercial Union Ins. Co. v. Cannelton Industries, Inc.**, 938 F. Supp. 458 (W.D. Mich. 1996) "Sudden and accidental" pollution exclusion deemed to be clear and unambiguous under Michigan and Ontario law, thus barring the policyholder from utilizing extrinsic evidence to ascertain parties' intent as to the meaning of the exclusion.

**American Contracting & Management Corp. v. Liberty Mut. Ins. Co.**, 1995 WL 854725 (Mich. App. Ct. June 13, 1995) "Absolute" pollution exclusion is clear and unambiguous under Michigan law.

**Michigan Millers Mut. Ins. Co. v. Bronson Plating Co.**, 519 N.W.2d 864 (Mich. 1994) Whether receipt of a PRP letter constitutes a "suit" under a general liability policy under Michigan law.

**Cannelton Industries Inc. v. Aetna Cas. & Sur. Co.**, 460 S.E.2d 18 (W. Va. 1994) Coverage action dismissed on forum non conveniens grounds in favor of a competing coverage action filed by insurers in another jurisdiction.