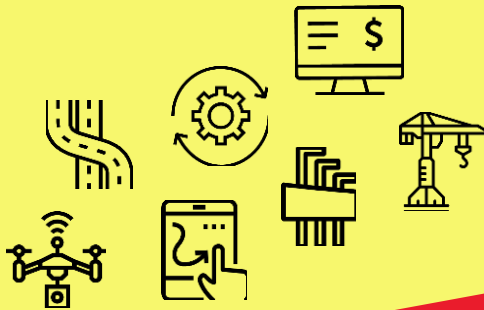


# PREPARING FOR THE INDUSTRY OF TOMORROW



**Risk Transfer:**

**Indemnification & Additional Insured Status**



# The following CE credits are offered for this session:



**1.0 AIC CPD Credit** | AGC of America has been approved to offer Continuing Professional Development (CPD) credits for qualifying programs by the [American Institute of Constructors](#) (AIC).



**1.0 AIA Learning Unit (LU)** | The Associated General Contractors of America is a registered provider of AIA-approved continuing education under Provider Number G523. All registered AIA CES Providers must comply with the AIA Standards for Continuing Education Programs.

# How to earn CE hours for this session

Participants must:

1. Check in with attendance scanner at the door or in the back of the room.
2. Attend at least 95% of the session.
3. Complete the session and post-program evaluation.

Additional instructions will be emailed to attendees requesting CE credits.

For those seeking AIA credits, please provide your AIA number so we can report your attendance. You may contact **Jo-Anne Torres**, Manager of Professional Development and Continuing Education, at [jo-anne.torres@agc.org](mailto:jo-anne.torres@agc.org) or call (703) 837-5360 for questions.

# Learning Objectives

By the end of this session, participants will be able to:

1. Identify the type of risk transfer provisions within the construction agreements for review.
2. Analyze types of provision that may be enforceable within different jurisdictions.
3. Describe the potential risks, such as costs, fees, and damages (direct, indirect, and consequential) being transferred to/from entities.
4. Discuss steps to take to minimize the risk transfer, such as confirming the proper entities are listed as additional insureds on general commercial liability policies or that certain exclusions do not apply to said policies.

# Danielle Curtiss

General Counsel, GH Phipps  
Construction Companies

# Kate McDonald

Shareholder, McConaughy &  
Sarkissian, P.C.

# Ivan Sarkissian

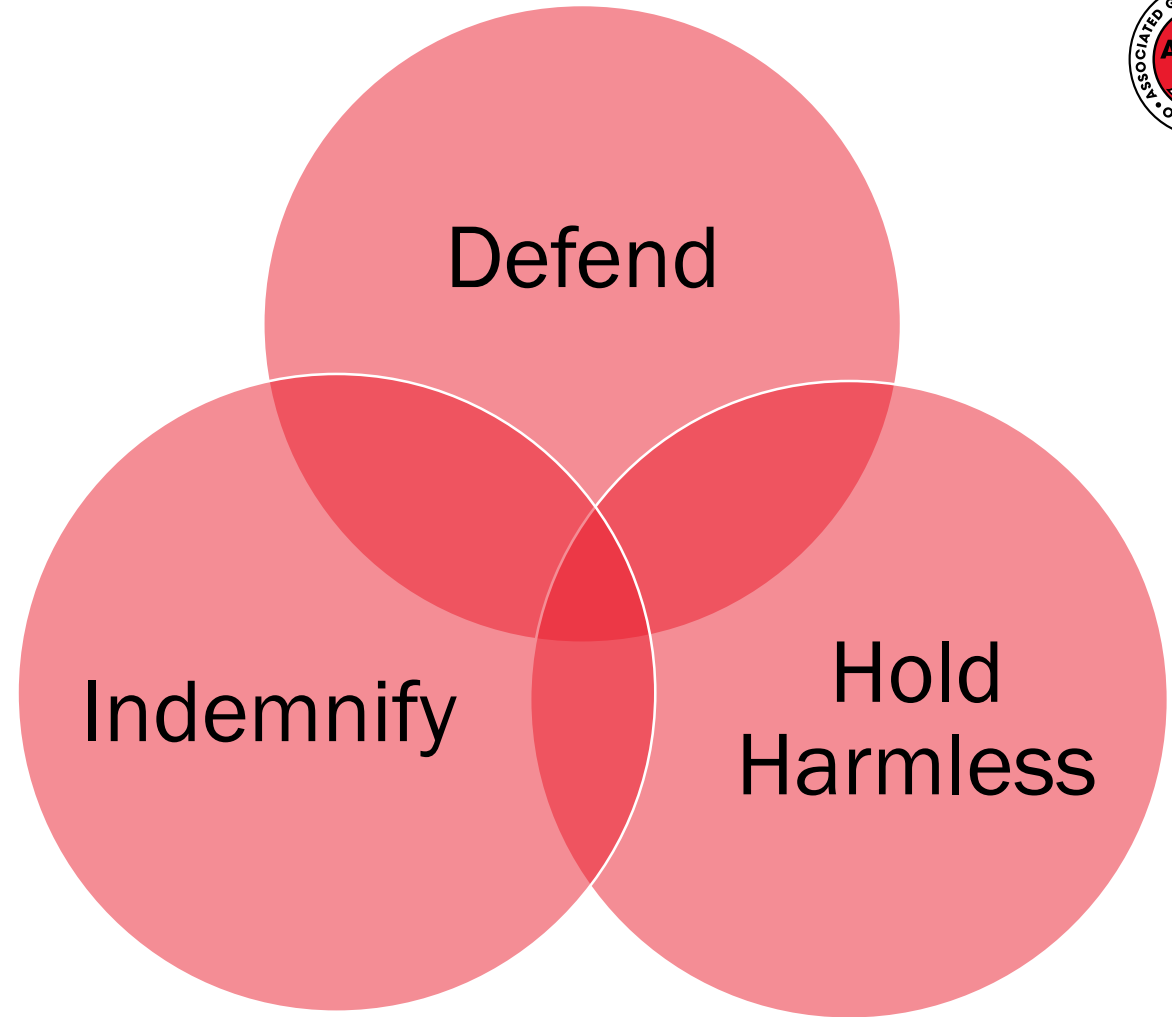
Shareholder, McConaughy &  
Sarkissian, P.C.





# Risk Transfer

Contractual Provisions





### DEFEND

- Scope
- Broader Than Duty to Indemnify
- Four Corner Rule

### INDEMNIFY

- Scope
- Potentially Unlimited Duty
- Assurance Not Insurance

### HOLD HARMLESS

- Scope Varies From State to State



# Poll Everywhere

Text KATEMCDONALD104 to 22333 once to join, then 1 or 2

Contractor tenders to excavation Subcontractor seeking a defense to owner's foundation movement claim pursuant to subcontract. Subcontractor alleges movement is due to improper design. Has Subcontractor's duty to defend been triggered?

1. Yes
2. No





# Poll Everywhere

Text 1 or 2 to 2233

Same set of facts. Has Subcontractor's duty to indemnify Contractor been triggered?

1. Yes
2. No



# Poll Everywhere

Text 1 or 2 to 2233

Case goes to trial and the trier of fact finds that the differential movement of the foundation system was due, in part, to improper compaction of the backfill materials. Has the excavation Subcontractor's duty to indemnify the Contractor been triggered?

1. Yes
2. No



# Poll Everywhere

Text 1, 2, 3 or 4 to 2233

Owner alleges multiple defects on a commercial project. Contractor has an indemnification provision that includes a duty to defend with the relevant Subcontractors, as well as a contractual requirement that those Subcontractors name Contractor as an additional insured. Who must the Contractor tender to initiate the duty to defend?

1. Subcontractors
2. Subcontractors' Insurers
3. Both 1. and 2.
4. Neither 1. and 2.

# Tender - Subcontractor



RONALD E. MCCONAUGHY  
IVAN A. SARKISSIAN  
KATE L. McDONALD \*  
KAMA MCCONAUGHY SARKISSIAN  
ELIZABETH LAVANCE  
N. RICHARD JORDAN  
ATILLA Z. BAYSAY

\* Also admitted in Wyoming

March 10, 2020

VIA CERTIFIED MAIL

[SUBCONTRACTOR]  
[REGISTERED AGENT]  
[ADDRESS]

Re: [PROJECT]

## TENDER FOR DEFENSE & INDEMNIFICATION

Dear [REGISTERED AGENT]:

Please be advised that McConaughy & Sarkissian, P.C. represents [GENERAL CONTRACTOR] ("Contractor") in connection with alleged defects and deficiencies at the commercial building located at [ADDRESS] in [CITY], Colorado (hereinafter "Project"). The Project is owned by [OWNER] ("Owner"). Contractor served as the general contractor for the Project and [SUBCONTRACTOR] ("Subcontractor") has been identified as the subcontractor of Contractor, who installed the [SCOPE] at the Project.

Because Subcontractor installed the [SCOPE] at the Project, and because such work has been alleged to be defective by [OWNER], Contractor is tendering to Subcontractor pursuant to paragraph 9.1.1 of the Subcontract, which provides in pertinent part:

To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants and employees (the Indemnitees) from all claims, damages, losses, and expenses including reasonable attorney's fees, attributable to, resulting from, or arising out of the performance of the Subcontract Work caused, in whole or in part, by any act or omission by the Subcontractor, the Subcontractor's subcontractors, Suppliers or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable...

This provision contains defense and indemnification obligations running from Subcontractor to Contractor. Therefore, to the extent Owner's allegations are proven true, Subcontractor is responsible and liable, in whole or in part, for the alleged defects and deficiencies related to its work that are alleged to have caused, and continue to cause, the damages alleged by Owner. Demand is hereby made on Subcontractor to defend and indemnify Contractor in accordance with the terms of its Subcontract and Colorado law. If you have any questions or need additional information, please feel free to give us a call. Thank you for your prompt attention to this matter. We look forward to hearing from you.

Sincerely,

MCCONAUGHY & SARKISSIAN  
Professional Corporation

Kate L. McDonald

Ivan A. Sarkissian, Esq.  
Kate L. McDonald, Esq.

ATTORNEYS & COUNSELORS AT LAW  
THE POINT AT INVERNESS SUITE 250 8310 SOUTH VALLEY HIGHWAY ENGLEWOOD COLORADO 80112  
OFFICE 303.649.0999 ~ FACSIMILE 303.649.0990  
www.mslawpc.com

# Tender - Insurer



McConaughy  
& Sarkissian  
PROFESSIONAL CORPORATION

RONALD E. MCCONAUGHY  
IVAN A. SARKISSIAN  
KATE L. McDONALD \*  
KAMA MCCONAUGHY SARKISSIAN  
ELIZABETH LAVANCE  
N. RICH JORDAN  
ATTILA Z. BAKSAY

\* Also admitted in Wyoming

March 10, 2020

VIA CERTIFIED MAIL

[INSURER]  
[REGISTERED AGENT]  
[ADDRESS]

Re: [PROJECT]  
[INSURED]  
[CLAIMANT]

## DEMAND FOR DEFENSE AND INDEMNIFICATION

To Whom It May Concern:

Please be advised that McConaughy & Sarkissian, P.C. represents [GENERAL CONTRACTOR] ("Contractor") in connection with alleged defects and deficiencies at the commercial building located at [ADDRESS] in [CITY], Colorado (hereinafter "Project"). The Project is owned by [OWNER] ("Owner"), who has alleged certain defects associated with the [SCOPE]. Contractor served as the general contractor for the Project and your insured, [SUBCONTRACTOR] ("Subcontractor"), has been identified as the subcontractor of Contractor, who installed [SCOPE] at the Project.

On or around [DATE], a Notice of Claim from Owner was forwarded to Contractor, a copy of which is enclosed. As a result of these alleged defects and deficiencies, Owner is alleging continuing and progressive damage to the Project, and that it will continue to incur damages in the future. To the extent Owner's claims are proven correct, Contractor asserts that Subcontractor is directly or indirectly responsible and legally liable for the alleged defects and deficiencies arising out of its work that are alleged to have caused, and continue to cause, actual property damage, resultant and consequential property and other damages, loss of use, and/or other losses asserted by Owner.

Because Subcontractor installed the [SCOPE] at the Project, and because such work has been alleged to be defective by Owner, Contractor is tendering its defense and indemnification to [INSURER] pursuant to Subcontractor's contractual obligation to name Contractor as an additional insured on its commercial general liability policy. See Subcontract, ¶ 14.1. Demand is hereby made on [INSURER] to defend and indemnify Contractor as an additional insured on Subcontractor's commercial general liability policy.

If you have any questions or need additional information, please feel free to give us a call. Thank you for your prompt attention to this matter. We look forward to hearing from you.

Sincerely,

MCCONAUGHY & SARKISSIAN  
Professional Corporation

Kate L. McDonald

Ivan A. Sarkissian, Esq.  
Kate L. McDonald, Esq.

ATTORNEYS & COUNSELORS AT LAW  
THE POINT AT INVERNESS SUITE 250 8310 SOUTH VALLEY HIGHWAY ENGLEWOOD COLORADO 80112  
OFFICE 303.649.0999 ~ FACSIMILE 303.649.0990  
www.mslawpc.com

# ACORD

## Certificates of Liability Insurance

Form No. 708



ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)			
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p> <p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER		CONTACT NAME:					
		PHONE (A/C, No, Ext):		FAX (A/C, No):			
		E-MAIL ADDRESS:					
		INSURER(S) AFFORDING COVERAGE			NAIC #		
INSURED		INSURER A:					
		INSURER B:					
		INSURER C:					
SUBCONTRACTOR		INSURER D:					
		INSURER E:					
		INSURER F:					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$50,000 MED EXP (ANY ONE PERSON) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____		<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____		<input checked="" type="checkbox"/>				EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EACH EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	<b>Professional Liability</b> (If Applicable) <b>Pollution Liability</b>		<input type="checkbox"/>				\$1,000,000 per Claim/ \$25,000 Max Deductible \$1,000,000 per Occurrence/ \$25,000 Max Deductible
Description of operations/locations/vehicles (attach Acord 101, additional remarks schedule, if more space is required) <b>Project Name:</b> Owner, Contractor, and any Others as required by the Contract shall be included as Additional Insured, including for ongoing and completed operations (ISO Forms CG 2010 04/13 and CG 2037 04/13 or their equivalent as permitted by law) on the General Liability, Auto Liability, Pollution Liability and Umbrella Liability as required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. This Insurance is Primary and Non-contributory on the General Liability subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Additional Insured on the General Liability, Auto Liability, Pollution Liability, Umbrella Liability and Workers Compensation policies as required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. <b>POLICY ENDORSEMENTS ATTACHED</b>							
CERTIFICATE HOLDER				CANCELLATION			
PER WRITTEN CONTRACT				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE			

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All Rights reserved.  
The ACORD name and logo are registered marks of ACORD



# Indemnification



### Limited

- Indemnitor liable for its sole negligence
- Key Phrase: **“only to the extent”**
- All states allow limited liability

### Intermediate

- Indemnitor liable for its sole & partial negligence
- Key Phrase: **“caused in part”**
- Partial negligence can be as much as 99%

### Broad

- Indemnitor liable regardless of fault
- Key Phrase: **“caused in whole or in part”**
- Targeted by Anti-Indemnity Legislation





# Poll Everywhere

Text 1,2 or 3 to 22333

Subcontractor shall defend, indemnify and hold Contractor harmless from all claims, damages, and losses resulting from or arising out of the performance of the Subcontract work caused, in whole or in part, by any act or omission by Subcontractor...

1. Limited
2. Intermediate
3. Broad



# Poll Everywhere

Text 1 or 2 to 22333

Add “to the fullest extent permitted by law, ...” to the beginning of the last provision. With that language, would the broad form provision be permitted in a state that only allows limited indemnification?

1. Yes
2. No

# Poll Everywhere

Text 1, 2 or 3 to 22333



Subcontractor shall defend, indemnify and hold harmless the Contractor from all claims, damages, losses, and expenses, including attorneys' fees, attributable to, resulting from, or arising out of the performance of the Subcontract Work caused, in whole or in part, by any act or omission by the Subcontractor or anyone employed directly or indirectly by Subcontractor or by anyone for whose acts Subcontractor may be liable.

1. Limited
2. Intermediate
3. Broad



# Poll Everywhere

Text 1, 2 or 3 to 22333

Indemnify and hold harmless Contractor from and against all liabilities, claims, damages, losses, penalties, causes of action, judgments, costs and expenses, including reasonable attorneys' fees arising out of or resulting from the performance of the Subcontractor's work, but only to the extent caused by the negligence or fault of Subcontractor or anyone employed directly or indirectly by Subcontractor or anyone for whose acts Subcontractor may be liable.

1. Limited
2. Intermediate
3. Broad

- Limits the Level of Risk Transfer
- Varies From State to State
- May Also Limit AI Coverage
- Chart Summarizing Statutes by State





# Indemnity Claims

1. Breach of Contract
2. Negligence
3. Compensation Due to Injuries or Property Damage
4. Claims for Loss
5. Legal Costs & Related Expenses
6. Lost Profits & Other Consequential Damages

# Considerations Before Signing





# Poll Everywhere

Text 1 or 2 to 22333

Contractor is assessed liquidated damages by Owner due to delay. Contractor claims Subcontractor is responsible for the delay. The Subcontracts each provide: (1) a consequential/liquidated damages waiver[???]; and (2) an indemnification provision that extends to “all claims, damages, losses, and expenses.” Can the Contractor claim the liquidated damages as part of an indemnification claim?

1. Yes
2. No





# Poll Everywhere

Text 1 or 2 to 22333

Now that we have established that Contractor can claim the liquidated damages as part of its claim for indemnification, are those damages covered by Subcontractors' commercial general liability policy?

1. Yes
2. No



# Poll Everywhere

Text 1 or 2 to 22333

Owner sues Contractor for construction defects. Contractor, in turn, brings third-party claims against the Subcontractors who performed the work at the development. One of the claims asserted by Contractor against Subcontractors is contractual indemnification. What type of claim is this?

1. 1<sup>st</sup> Party
2. 3<sup>rd</sup> Party



# Poll Everywhere

Text 1 or 2 to 22333

Contractor brings lawsuit against Subcontractors for delay damages. One of the claims asserted is contractual indemnification. What type of claim is this?

1. 1<sup>st</sup> Party
2. 3<sup>rd</sup> Party



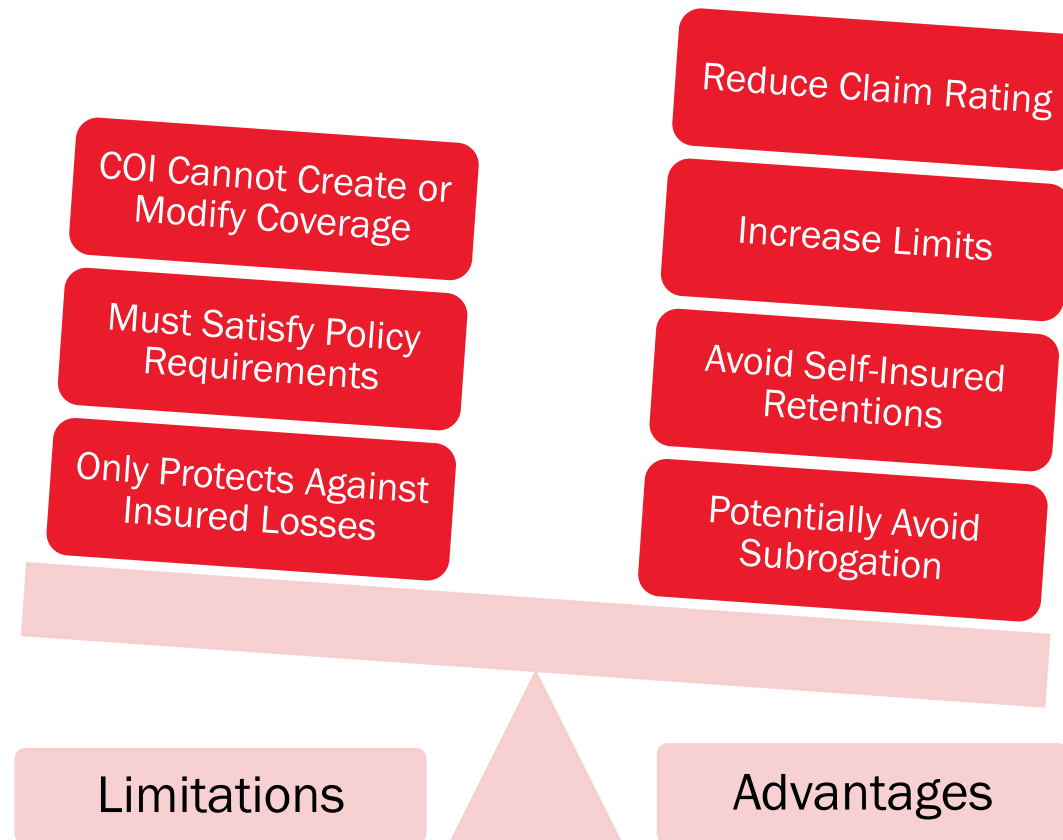
# Insurance

Additional Insured Status



# Additional Insured

## Obtain Coverage from Subcontractor's CGL Policy





# Endorsement

## AI Status Must Be Specifically Endorsed onto Standard ISO Policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

### COLORADO ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Per written contract	All operations for the Additional Insured when required in a written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Who is An Insured (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your ongoing operations for the additional insured(s) at the location(s) designated above and only to the extent that such "bodily injury", "property damage" or "personal and advertising injury" is caused by your acts or omissions or the acts or omissions of those performing operations on your behalf.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



# Specific Endorsements

Blanket v.  
Specific  
Schedule

Primary v.  
Non-  
Contributory  
Basis

Ongoing v.  
Completed  
Operations



# Poll Everywhere

Text 1 or 2 to 22333

If Subcontractor is contractually required to name Contractor as an additional insured, is the written contract enough under this AI endorsement for Contractor to be an additional insured on the Subcontractor's CGL policy?

1. Yes
2. No

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 10 11 85

## ADDITIONAL INSURED--OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE:

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.





# Poll Everywhere

Text 1 or 2 to 22333

Same question, but under this  
AI endorsement?

1. Yes
2. No

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

## COLORADO ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Per written contract	All operations for the Additional Insured when required in a written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Who Is An Insured (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your ongoing operations for the additional insured(s) at the location(s) designated above and only to the extent that such "bodily injury", "property damage" or "personal and advertising injury" is caused by your acts or omissions or the acts or omissions of those performing operations on your behalf.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



# Poll Everywhere

Text 1 or 2 to 22333

Subcontractor, who is working on a commercial project, purchased a CGL policy with a completed operations endorsement. Subcontractor completes its work in 2018 and Owner files a lawsuit alleging defects in 2019. Absent any coverage exclusion for the scope of work or resulting damages, Subcontractor should have coverage for the alleged defects under its CGL policy.

1. True
2. False



# Before Signing, Ask the Following:

What are the terms of the indemnification provision and implications thereof?



Is the Indemnitor required to obtain AI status for another?



Is the language of the AI endorsement adequate or are additional measures required?

# Questions

Danielle Curtiss

[danielle.curtiss@ghphipps.com](mailto:danielle.curtiss@ghphipps.com)

Kate McDonald

[kmcdonald@mslawpc.com](mailto:kmcdonald@mslawpc.com)

Ivan Sarkissian

[isarkissian@mslawpc.com](mailto:isarkissian@mslawpc.com)



McConaughy  
& Sarkissian  
PROFESSIONAL CORPORATION