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Blaise Chow concentrates his practice in professional liability and corporate law, including advising on policies issued to directors and officers, financial institutions, non-profits, brokers, and lawyers. Mr. Chow's recent work includes advising a number of clients on the many insurance issues arising from "bump up" cases, "stock drop" cases, as well as Securities and Exchange Commission enforcement actions and Department of Justice criminal actions taken against individual directors, officers and the corporate entity itself. This includes evaluating insurance coverage for the many financial institutions and public entities who have been impacted by the economic downturn.

His practice also includes negotiation of settlements in mediation, and if necessary, litigating or arbitrating claims arising from business disputes and employment lawsuits that span from individual entrepreneurs to mid-size and larger corporations.

Mr. Chow recently successfully obtained summary judgment on behalf of a law firm against claims in connection with foreclosing on defaulted subprime mortgages based on alleged violations of RESPA, FDCPA, RICO and common law fraud that arose out of "robo-signer" affidavits of mortgage ownership.

Prior to joining Ropers, Majeski, Kohn & Bentley, Mr. Chow has also counseled domestic and foreign reinsurance clients on a wide variety of matters pertaining to treaty and facultative reinsurance for asbestos, health hazard and pollution. He also analyzed reinsurance and retrocession contracts, conducted claims valuation exercises, examined the reasonableness of settlements by reinsureds, and provided advice on the interpretation of numerous kinds of reinsurance coverage. Today, Mr. Chow continues to advise clients on reinsurance and retrocession coverage surrounding governmental entities as well as D&O products.

Mr. Chow was admitted to practice to the New York State Bar in April 2001, and received his bachelor's degree from University of Rochester in 1997 and his law degree from Brooklyn Law School in 2000.

Practice Areas

- Insurance Services

Education

- University of Rochester , 1997 B.A.
- Brooklyn Law School , 2000 J.D.

Court Admissions

- New York
- USDC: Eastern District of New York
- USDC: Southern District of New York

Representative Experience

Practice Area: Business And Commercial Litigation, Insurance Services

Key Issues: Insurance Coverage; Interpretation of Director and Officer Policy

Venue: USDC: District of Connecticut

Client Type: Defendant Insurance Provider

We analyzed insurance coverage on two primary issues: 1) whether the value of a subsidiary was substantially inflated; and 2) whether the insured's financial statements and level of operating profitability were materially misrepresented by the failure to properly record the costs associated with warrants to third parties as a cost of sales and the failure to fully reveal the contingent nature of such agreements (including the risks of significant repricing of warrants and the tracking of the warrants against such sales). The damages estimates far exceeded the insurance coverage available among the entire "tower" of insurance. Through multiple rounds of mediation at which the insurers challenged whether the entity was a "subsidiary" or mere "affiliate" in which case there was no coverage, we mediated and struck a deal allowing our client to pay only a portion of its policy limits even though it appeared that this was a "policy limits" case. We achieved this result by urging various individual defendants to contribute personally towards the settlement, and demonstrating significant coverage defenses which resulted in the insured agreeing to pay amounts within the insurance tower.

Result:

Negotiating various insurance coverage issues arising out of the securities class action, including whether a certain entity was insured, whether the individual defendants needed to contribute personally towards the settlement, and whether the insured entity had non-insured exposure, we helped our client reduce the amount of exposure that it was responsible for during settlement. What originally was an excess of "policy limits" case turned into a case where the insurers saved a portion of its limits.

Practice Area: Business And Commercial Litigation, Insurance Services

Key Issues: Defense of Insurance Agents Malpractice

Venue: Queens County, New York Supreme Court

Client Type: Defendant Insurance Provider

On May 22, 2009 Queens Supreme Court Justice Satterfield granted the motion to dismiss filed on behalf of our client, an insurance agent for an insurer. Plaintiff sued our client for failing to procure adequate umbrella coverage. We moved to dismiss based on statute of limitations grounds. The Court found that the time to have sued our client had lapsed before the action was first filed and therefore the Plaintiff's claim was barred by the statute of limitations (three years) under New York's CPLR. Specifically, the Court found that under the controlling law in the Second Department, the negligence claims asserted accrued when the allegedly inadequate umbrella policy was procured and issued. The Court went on to observe that, even if the date of the accident for which coverage was sought was deemed to be the date of the injury, the result would be the same because the action was not commenced within three years.

Result:

The trial court granted our client's motion to dismiss; opposing counsel has filed a notice of appeal

Practice Area: Business And Commercial Litigation

Key Issues: Professional Liability; Legal Malpractice; RESPA; Fraud; TILA; GBL Sec. 349 Claims

Venue: Saratoga County, New York Supreme Court

Client Type: Defendant Law Firm

Plaintiffs sought leave to vacate the underlying foreclosure judgment that a law firm successfully obtained for its client. We represented the law firm that was sued as a result of their successful foreclosure prosecution. The Plaintiffs argued that they had discovered "new" evidence that warranted a vacatur, including "concealed mailings," purposeful sending of documents to "improper mailing addresses." The implication was that the Law Firm obtained a default summary judgment on the basis of wrongful conduct. We argued that Plaintiffs failed to establish why this allegedly new evidence could not have been reasonably discovered three years ago. We also argued principles of equity did not warrant vacating the Judgment of Foreclosure because Plaintiffs could not demonstrate any meritorious defense to the foreclosure proceeding, nor could they state a viable claim against the law firm.

Result:

The judge granted the motion to dismiss filed on behalf of our clients following briefing and oral argument. No appeal was taken.

Practice Area: Insurance Services, Professional Liability

Key Issues: Insurance Services; Coverage and Monitoring Counsel to Facultative Reinsurer

Client Type: Reinsurer

Under the terms of regulatory settlements made with the SEC and a Canadian regulatory agency, the target company insured by our client's reinsured agreed to pay certain penalties and additional monies. Specifically, a Canadian subsidiary of the target agreed to pay the agreed-upon amounts in Canada. The regulatory settlement contained no express prohibition against the target company seeking to recoup the settlement payment from insurance.

Result:

We undertook the necessary legal analysis under Canadian law which demonstrated to our client's reinsured and the target why the payments were outside the scope of our reinsured's policy to the target.

News

- BLAISE U. CHOW ELECTED TO ROPERS MAJESKI KOHN & BENTLEY'S PARTNERSHIP , 8/3/2011
- ROPERS MAJESKI KOHN & BENTLEY EXPANDS EAST COAST PRESENCE , 03/05/07