



**Jeffrey S. Pollak**  
**515 South Flower Street, Suite 1100**  
**Los Angeles, CA 90071**  
**Direct: (213) 312-2049**  
**Office: (213) 312-2000**  
**Fax: (213) 312-2001**  
**Email: [jpollak@rmkb.com](mailto:jpollak@rmkb.com)**  
**Web: [www.rmkb.com](http://www.rmkb.com)**

Jeff Pollak joined RMKB after more than five years as a Specialty Claim Supervisor for Chubb. He brings a unique perspective to his practice, resulting from a nearly thirty year career almost evenly split between private law practice and employment within insurance company claims departments.

Jeff's insurance coverage practice includes policy interpretation, bad faith defense litigation, and work as a claims-handling expert witness, emphasizing claims made specialty lines policies such as O&O, E&O, EPL and other policies issued on a primary or excess basis, reinsurance disputes, and first party fidelity/crime bonds. As a litigator, Jeff is experienced in defending lawyers, real estate professionals, insurance agents, and other professionals sued for malpractice; homeowners associations; and employers in employment practices lawsuits. Upon joining RMKB, Jeff is also initiating a practice as a mediator and arbitrator, which will be limited to professional negligence, EPL and insurance coverage disputes.

**Examples of cases in which Jeff's work contributed to a successful conclusion include:**

- A unanimous defense verdict in a federal court jury trial of a bad faith claim under a O&O policy, in which the critical issue was whether or not an Insured Person was acting within his Insured Capacity, as defined in the policy. The 9th Circuit Court of Appeal subsequently upheld the jury's verdict.
- A decision from the 9th Circuit Court of Appeals in Washington state upholding a summary judgment granted at the trial court level. These courts agreed that under a claims made policy, the "Inter-related Wrongful Act" definition did not require an insurer to pay defense and indemnity for a prior lawsuit which did not assert a "Claim" as defined.
- A decision from the 9th Circuit Court of Appeals in Los Angeles holding that "direct loss" under a crime policy does not include loss of business reputation, good will or value.
- An arbitration award in favor of the defense in a bad faith action resulting from denial of an employment dispute brought under an EPL policy. The arbitration panel agreed that there was no coverage for the underlying employment dispute because it did not meet the "claim" definition and was limited only to unpaid contingent bonuses and benefits due the employee.

Born and raised in New York City, Jeff is a graduate of the State University of New York at Buffalo, and of Southwestern University School of Law. He is a frequent seminar speaker and a published author, a member of the State Bar of California, and does frequent volunteer work in

the legal community and as a youth sports coach.

## Practice Areas

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- Appellate
- Business And Commercial Litigation
- Elder Abuse/Rights
- Litigation Management/Cost Control/Fee Disputes
- Non-Profit
- Professional Liability

## Education

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- Southwestern Law School, 1981 J.D.

## Court Admissions

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- California
- USDC: Central District of California
- USDC: Southern District of California

## Memberships & Associations

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- Defense Research Institute (DRI)
- Professional Liability Underwriting Society (PLUS)
- State Bar of California

## Representative Experience

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**Practice Area:** Appellate, Bad Faith, Business And Commercial Litigation

**Key Issues:** Bad Faith

**Venue:** US Court of Appeals for the Ninth Circuit

**Client Type:** Insurance Company

An unanimous defense verdict in a federal court jury trial of a bad faith claim under a O&O policy, in which the critical issue was whether or not an Insured Person was acting within his Insured Capacity, as defined in the policy.

**Result:**

The 9th Circuit Court of Appeal subsequently upheld the jury's verdict.

**Practice Area:** Appellate, Business And Commercial Litigation, Insurance Services

**Key Issues:** Insurance Coverage under a fidelity/crime policy; bad faith

**Venue:** US Court of Appeals for the Ninth Circuit

**Client Type:** Insurer

A decision from the 9th Circuit Court of Appeals in Los Angeles holding that "direct loss" under a crime policy does not include loss of business reputation, good will or value.

**Result:**

Appeal upheld summary judgment granted to insurer.

**Practice Area:** Bad Faith, Business And Commercial Litigation, Insurance Services

**Key Issues:** Arbitration; EPL Policy

**Venue:** AAA arbitration, San Francisco County Superior Court

**Client Type:** Insurer

Denial of an employment dispute brought under an EPL policy. The arbitration panel agreed that there was no coverage for the underlying employment dispute because it did not meet the "claim" definition and was limited only to unpaid contingent bonuses and benefits due the employee.

**Result:**

Arbitration award in favor of the defense.