THE ZELLE LONESTAR LOWDOWN

Dedicated to Texas First-Party Property Claims

The Zelle Lonestar Lowdown | Tuesday, April 9, 2024 | ISSUE 12

Welcome to The Zelle Lonestar Lowdown, our monthly newsletter bringing you news from the trenches on everything related to Texas first-party property insurance claims and litigation. If you are interested in more information on any of the topics below, please reach out to the author directly. As you all know, Zelle attorneys are always interested in talking about the issues arising in our industry.

ZELLE LLP

INSIDE THIS ISSUE

Upcoming Events

You don't want to miss this!

April 24, 2024 – Steven Badger will be speaking at NAMIC's Brokers and Reinsurance Markets Association Education Summit in Princeton, New Jersey. More info here.

May 2, 2024 – Steven Badger will be speaking at the Rocky Mountain Association of Public Insurance Adjusters Annual Meeting on May 2nd in Denver, Colorado. More info here.

May 10, 2024 – Zelle is proud to sponsor the Dallas Claims Association (DCA) 40th Annual Charity Golf Classic @ Indian Creek Golf Club in Carrolton, TX. More info here.

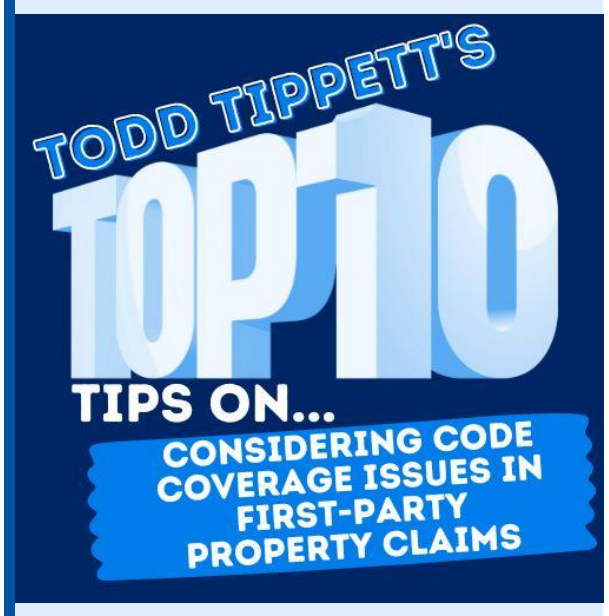
The Key Bridge Tragedy: What Loss Of Income Coverages Will Apply?

by **Laura Bartlow**, **George Reede**, and **Jessica Port**

At 1:29 am on March 26, 2024, a cargo ship collided (or, more accurately, allided) with the Francis Scott Key Bridge near Baltimore, Maryland. The bridge fell into the Patapsco River in a matter of seconds, immediately blocking all shipping traffic to and from the nearby Port of Baltimore and halting all travel across Interstate 695, which ran across the collapsed bridge. Within hours, Maryland Governor Wes Moore and Baltimore Mayor Brandon Scott each declared a state of emergency. Authorities shut down the Port of Baltimore, and Interstate 695 is closed for the foreseeable future. It will take weeks to clear away the wreckage of the bridge to allow shipping traffic resume. Rebuilding the bridge and resuming the flow of traffic across it will take many months, if not years.

What loss of income coverages will ultimately apply? The accident investigation is in its infancy. Coverage is always dependent upon the language of the applicable insurance policy. And the circumstances of each insured will differ. But with the tragic loss of the Key Bridge, Insurers should keep their Contingent Business Interruption policy language front of mind.

Read the full article here!



1. On what date did the respective Code take effect and therefore, does it apply to the loss at issue.

2. Determine whether the local authorities plan to enforce the Code at issue.

3. Determine whether the insured incurred the cost of complying with the Code at issue.

4. Should the insured have complied with the Code at issue the last time it renovated or repaired the property at issue.

5. If the basis of the proposed upgrade involves an Energy issue, consider consulting the International Energy Conservation Code.

6. If the basis of the proposed upgrade involves an Environmental issue, consider consulting the National Pollutant Discharge Elimination System Code.

7. If the basis of the proposed upgrade involves a Structural issue, consider consulting the International Building Code.

8. If the basis of the proposed upgrade involves a Fire & Life Safety issue, consider consulting the National Fire Protection Life Safety Code.

9. If the basis of the proposed upgrade involves an Accessibility issue, consider consulting the Americans with Disabilities Act and the Texas Accessibility Standards.

10. Finally, if you have questions about the application of a certain Code to a first-party property loss, consider retaining a qualified engineer or architect to assist with the investigation of the issue.

Feel free to contact **Todd M. Tippett** at 214-749-4261 or **ttippett@zellelaw.com** if you would like to discuss these Tips in more detail.

News From the Trenches

by **Steve Badger**

A few interesting topics percolating this month in the wonderful world of Texas first-party insurance claims….

1. 2025 Legislative Session

People are already wondering what first-party insurance issues we will see addressed when the Texas Legislature reconvenes in January 2025. At the forefront of the discussion is appraisal. Should Texas legislate the appraisal process? My view has always been that it should not. Appraisal is a creature of contract and if insurance companies don't like what is happening in the process they should correct it with revised policy forms. But with that said, there are some issues that could be addressed through legislative action and help restore fairness to all parties involved the process. The most important of these would be a "use it or lose it" requirement precluding either party from invoking appraisal after a lawsuit is filed (insured) or an answer is filed (insurer). Hopefully, all interested stakeholders can get together in the months ahead and come up with legislation they can all support, as opposed to the filing of several competing bills and then fighting about them in the legislature. As to other issues, due to some creative policyholder attorney abuses, I suspect we might see some technical amendments to the "Hail Bill" (Chapter 542A of the TIC) to address those abuses and ensure that the original intent of the legislation is being achieved.

2. Dents To Insulation Below TPO Membranes

I recently posted on LinkedIn about this current hot topic. Wow, I certainly ruffled some feathers with that one. Over 40,000 views and over 100 comments. Bottom-line for me is this – claims involving small dents to ISO board with no membrane fracturing, something we never saw five years ago, do not involve covered physical loss or damage. But now we have several dozen of these in our office. Like claims involving small dents to metal roofs, the insurance companies must now decide whether this is a risk they want to insure or whether it should be absolutely excluded. My guess is that most will opt for the latter and therefore new exclusions will be coming. Once again, certain policyholder advocates pushing the boundaries of coverage has resulted in a new exclusion.

3. Public Adjuster Licensing Standards

I 100% support the role of a trained and professional public adjuster in the claims process. Some homeowners and business owners need help in putting together their claims. I get that. But with that said, it is just too damn easy to become a PA in Texas. Twenty years ago we had 80 PAs in Texas, now we have almost 2000. Anyone can become a PA with a day of prep and then taking a very simple exam. That's it. You can then essentially act as a lawyer in representing people in their insurance claims. The requirements to become a PA are too low. I again call on TAPIA and NAPIA to consider "raising the bar" to become a PA. Some simple amendments to Chapter 4102 could help ensure that only honest professionals with at least some training and experience in the insurance and/or construction industry are handed the responsibility of representing Texas homeowners and business owners in their insurance claims.

4. Waiving of Deductibles

I'm a broken record on this topic. Insureds should pay their contractually agreed deductibles. Contractors should not waive deductibles. It's illegal. But equally importantly, insurance companies should not make RCV holdback payments without receiving reasonable proof that the deductible has been paid. We put that requirement in the legislation to provide a simple enforcement mechanism. Shame on any insurance company that is not requiring reasonable proof of deductible payment. This is the easiest way to stop this illegal conduct.

5. Insurance Availability

We are seeing a lot of press about the "insurance availability crisis", including surging rates and insurance companies withdrawing from certain high-exposure markets. My son is a commercial insurance broker in Utah. He calls me several times a week talking about this very issue as he tries to get coverage for his real estate developer insureds. A lot of factors are contributing to this problem. And one thing for certain is that change is coming. In fact, my son just wrote a parametric wildfire policy, because standard builders risk and commercial property forms are excluding wildfire risk. Wow. We have talked about parametric insurance in hurricane claims. Now we are seeing it for hail and wildfire risks as well. If you aren't familiar with parametric insurance, I suggest you Google it. It is insurance not based on the extent of damage but based on the severity of the weather (or fire). Think about what that means to the adjustment process as we now know it.

Prejudgment Interest and its Effect on Potential Settlement

by **Shannon O'Malley**

It seems to be part of every mediation these days – a demand for breach of contract damages, times three for bad faith allegations, plus the prompt payment penalty and attorneys' fees. On top of all that, many plaintiffs/insureds also demand prejudgment interest. But is the insured entitled to prejudgment interest in the context of a property insurance claim?

Recently, the court in *Keller v. State Farm Lloyds*, No. SA-21-CV-00205-JKP, 2024 WL 1336467, at *2 (W.D. Tex. Mar. 28, 2024) discussed recovery of prejudgment interest in a property insurance dispute that went to a jury. The court recognized that "[p]re-judgment interest is 'compensation allowed by law as additional damages for lost use of money due as damages during the lapse of time between the accrual of the claim and the date of judgment.'" *Id.* at *2.

The court noted that prejudgment interest is available through two mechanisms in Texas: (1) an enabling statute (Tex. Fin. Code §§304.102, 304.201); or (2) general principles of equity. Under the Texas Finance Code, a plaintiff is entitled to prejudgment interest in claims involving wrongful death, personal injury, property damage, and condemnation cases. The court in *Keller* determined the breach of insurance contract claim did *not* fall within the statutory provisions. Therefore, the court determined that the Finance Code did not apply.

Instead, the court applied Texas's common law, which "allows pre-judgment interest to accrue at the same rate as post-judgment interest on damages awarded for breach of contract." *Id.* The court began the prejudgment interest on the same date the prompt payment penalties began to accrue at an 8.5% rate.

While the *Keller* case addresses prejudgment interest in the context of a jury verdict finding the insurer breached the insurance policy, the question remains whether an insurer owes such interest *before* any verdict or judgment. For instance, if an insurer promptly pays an appraisal award, is the insured entitled to prejudgment interest? There is a strong argument the answer is **no**.

In *Henson v. S. Farm Bureau Cas. Ins. Co.*, 17 S.W.3d 652 (Tex. 2000), the Texas Supreme Court recognized:

> We have emphasized that prejudgment interest is awarded not to punish the defendant, but to fully compensate the injured party. The insurers owe prejudgment interest on top of the policy benefits ***only if they withheld those benefits, in breach of the insurance contracts***. In that case, the injured insured would have lost the use of funds that he would otherwise have had, and prejudgment interest would compensate for the time the proceeds were withheld.

Id. at 654 (emphasis added). Therefore, if there is no breach of contract, prejudgment interest is not recoverable.

In *Ortiz v. State Farm Lloyds*, 589 S.W.3d 127 (Tex. 2019), the Texas Supreme Court recognized that payment of an appraisal award is not an acceptance of liability. More importantly, the court noted that "an insurer's payment of an appraisal award…forecloses liability on a breach of contract." *Id.* at 132. The Court relied upon another case with approval, *Breshears v. State Farm Lloyds*, 155 S.W.3d 340, 344 (Tex. App.—Corpus Christi-Edinburg 2004, pet. denied), in recognizing that once an insurer "invoked the agreed procedure for determining the amount of loss, and having paid that binding amount, [the insurer] complied with its obligations under the policy," and therefore did not breach that policy. *Id.* at 133.

In fact, the court in *Breshears* denied the insured prejudgment interest when the insurer promptly paid the appraisal award finding that "[i]nsurers owe prejudgment interest on top of policy benefits *only if they withheld those benefits in breach of the insurance contact*." *Breshears*, 155 S.W.3d at 344.

The law in Texas is that when an insurer promptly pays an appraisal award, it is not in breach of contract and, therefore, the insured is not entitled to prejudgment interest. Therefore, when parties are across a table at mediation and prejudgment interest is raised, remember that it is only owed if breach of contract has been determined. Until then, an insured is not entitled to that additional amount.

Finally, remember that "prejudgment interest" is different than "statutory penalty interest" arising under Chapter 542 of the Texas Insurance Code. Determining when statutory penalty interest is owed involves a different analysis. Watch for an article from Zelle on this topic very soon.

AI Update

New Report Addresses Catastrophic Risks of AI

by **Jennifer Gibbs**

In October 2022, a month before ChatGPT was released, the U.S. State Department commissioned an assessment of risks associated with weaponized and misaligned AI. In response, Gladstone AI Inc. published "Defense in Depth: An Action Plan to Increase the Safety and Security of Advanced AI" for review by the United States Department of State. In the report, Gladstone identifies two distinct categories of catastrophic risk related to advanced AI: 1) weaponization and 2) loss of control.[1]

A. Weaponization

As for the first category, Gladstone cautions that AI systems can and will be weaponized in many ways, and future advanced AI systems could enable AI-powered mass cyberattacks that independently discover crippling zero-day exploits,[2] disinformation campaigns, and bioweapon design, among many other dangerous applications. Gladstone further warns that the production of such AI models (and even access to them) could be extremely dangerous without effective measures to monitor and control their outputs.

B. Loss of Control

The second identified risk class in the Gladstone report is loss of control due to AGI (Artificial General Intelligence) [3] alignment failure. The report warns: "There is evidence to suggest that as advanced AI approaches AGI-like levels of human- and superhuman general capability, it may become effectively uncontrollable. Specifically, in the absence of countermeasures, a highly capable AI system may engage in so-called power-seeking behaviors." For example, power-seeking behaviors could include tactics to prevent itself from being shut off or from having its goals modified, which could include several forms of deception; establishing dominance over its environment; refining itself in various ways; and accruing resources.[4] Given the potential capabilities of such a system, in the worst case such a loss of control could pose an extinction-level threat to the human species.

Because of this significant risk, major frontier AI labs [5] have highlighted the fundamental importance of ensuring that the actions of an AGI are always aligned with the intent of the developers. Surprisingly, however, there is currently no known method to accomplish this. This unresolved technical challenge is known as the "alignment problem", and it is believed to be central to the safe development and operation of future superhuman AI systems.
Setting aside questions of consciousness or sentience," a misaligned AGI system is a potential source of catastrophic risk simply because it could be a "highly competent optimizer."[6] To that end, AGI may lack the build-vs-use distinction that exists for many other Weapons of Mass Destruction-like technologies. Even without choosing to deploy it, successfully building an AGI system could have a catastrophic impact if the system escapes controls and circumvents

its safeguards. Additionally, if the AGI system escapes the control of its developer, which human agency designs, develops, or deploys an AGI system could be immaterial in that the developer's goals or intent can no longer affect the outcome. To that end, the risk profile of AGI is unusual, but not unique, in that some biological weapons research presents similar risks, in that even if there is no intent to deploy, simply conducting active research on a pathogen runs some risk the pathogen could escape containment.

C. Other risk categories

Apart from weaponization and loss of control, the Gladstone report identifies other risks of advanced AI, including:

- Dangerous failures induced intentionally by enemies;
- Biased outputs that disadvantage certain individuals or groups;
- Accidents such as self-driving car crashes;
- Cascading failures due to interactions between complex networks of interdependent AI systems; and
- Unpredictable and uncontrollable technological change that could itself destabilize society in ways we are currently unable to anticipate.

D. Conclusion

Because an increasing number of frontier researchers now believe that AGI may be achieved within the next five years, it is more important than ever to address the unique risks and challenges of advanced AI. It is therefore recommended in the Gladstone report that establishing a legal framework directly addressing catastrophic risks via thorough and flexible responsible AI development and adoption safeguards, is essential in promoting long-term stability while addressing any gaps in existing authorities. This legal framework should ideally balance the need to mitigate potential catastrophic threats against the risk of curtailing innovation.

[1] https://www.gladstone.ai/action-plan (last visited April 1, 2024).
[2] A zero-day exploit is a cyberattack that takes advantage of an unknown or unaddressed security flaw in computer software, hardware, or firmware. The term "zero day" refers to the fact that the software or device vendor has zero days to fix the flaw before malicious actors can use it.
[3] Artificial General Intelligence (AGI) is also called accurate intelligence, strong AI, or full AI, and could hypothetically perform any intellectual task a human could ever do – such as produce objective thoughts, be self-aware, and have the ability to feel, observe, and experience subjectively. https://www.g2.com/articles/artificial-general-intelligence (last visited January 8, 2024).
[4] https://www.gladstone.ai/action-plan (February 26, 2024).
[5] There are three main frontier AI labs known to be developing the most advanced AI systems at the cutting edge of current capabilities. These are Google DeepMind 97 (Canada, United Kingdom, United States), OpenAI (United Kingdom, United States), and Anthropic (United Kingdom, United States). These are the labs that are generating novel AI capabilities and therefore novel risks. *Id.*
[6] https://www.gladstone.ai/action-plan (February 26, 2024).

Lassoing Liability
with Megan Zeller

Court Relies on Stipulations as Extrinsic Evidence When Determining the Duty to Defend

When determining the duty to defend in Texas, insurers are typically confined to the eight-corners rule, where insurers may only consider (1) the complaint against the insured and (2) the terms of the insurance policy, without regard to the truth or falsity of those allegations and without reference to facts known or ultimately proven. *See, e.g., GuideOne Elite Ins. Co. v. Fielder Rd. Baptist Church* , 197 S.W.3d 305, 308 (Tex. 2006). However, in 2022, the Texas Supreme Court recognized that under limited circumstances, extrinsic evidence may be used in determining the duty to defend when "the extrinsic evidence (1) goes solely to an issue of coverage and does not overlap with the merits of liability, (2) does not contradict facts alleged in the pleading, and (3) conclusively establishes the coverage fact to be proved." *Monroe Guar. Ins. v. BITCO Gen. Ins.*, 640 S.W.3d 195, 197 (Tex. 2022). Recently, in ***LM Ins. Corp. v. Nautilus Ins. Co.*** , the Southern District of Texas, Houston Division, relied on extrinsic evidence that two insurers brought forward via stipulations to determine that an insurer had a duty to defend under its policy's additional insured provision. 2024 WL 1185122 (S.D. Tex. March 18, 2024).

Here, Blazer Building Texas, LLC ("Blazer"), which was insured by LM Insurance Corporation ("LMI"), hired a contractor, Ranger Fire, Inc. ("Ranger") to install fire sprinklers at an apartment construction site, which was insured by Nautilus Insurance Company ("Nautilus"). The contract between Blazer and Ranger stipulated that Ranger would name Blazer as an additional insured in Ranger's CGL policy. Ranger's CGL policy specifically provided:

> 1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or suits resulting from:
>
> **a. Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
>
> ***

During Ranger's fire sprinkler installation, one of its employees, Ramiro Morin ("Morin") fell into an open elevator shaft while walking through the site. Shortly thereafter, Morin sued Blazer in state court for negligence and gross negligence for failing to deploy guards and warnings around the elevator shaft when it operated and/or controlled the apartment construction site. Notably, Morin did not state that Ranger was his employer in the pleadings, and instead alleged that he worked for a sprinkler installer company.

As a result of this suit, it appears that Blazer's insurer, LMI, tendered its defense to Ranger's insurer, Nautilus, arguing that Nautilus should cover Blazer's defense costs because Blazer was listed as an additional insured under Ranger's policy. Nautilus, however, refused to defend or indemnify Blazer. LMI then brought a declaratory judgment against Nautilus, arguing that Nautilus had a duty to defend and indemnify Blazer in the state court suit as an additional insured under Ranger's CGL policy. Both LMI and Nautilus filed summary judgments as well as a number of joint stipulations.

In its summary judgment motion, Nautilus argued that it had no duty to defend Blazer because the state court suit fell outside the scope of the additional insured provisions in its policy. Nautilus supported this argument with two

contentions: (1) Ranger was not named as a defendant in the state court suit and is not mentioned in Morin's pleadings, and (2) there were facts alleged in the state court suit that implicated Ranger's work in connection with Morin's injuries.

The Court, however, found Nautilus' arguments unconvincing. Relying on the parties' joint stipulations, the Court found that the identity of Morin's employer went solely to an issue of coverage that did not overlap with the merits of liability, and did not contradict the facts alleged in Morin's pleading. As a result, it did not matter that Ranger was not named as a defendant in Morin's pleadings, because the extrinsic evidence nonetheless conclusively established that Ranger was Morin's employer. The Court also found that because Morin's injuries "resulted from" Blazer's work, which Ranger was hired to complete, that Blazer was an additional insured under the policy. Accordingly, the Court found that while it was premature to determine if Nautilus had a duty to indemnify Blazer, the Court nonetheless found that Nautilus had a duty to defend it.

Although Texas courts continue to be relatively conservative when applying the new *Monroe* standard to extrinsic evidence, *LM Ins. Corp.* is a good example of how insurers are unlikely to prevail on an eight-corners argument as a technicality when the extrinsic evidence conclusively establishes that there is a duty to defend.

Court Considers Complicated Commercial Connections in Considering Coverage

by **Michael O'Brien**

The Southern District of Texas handed down a detailed consideration of two important issues in Texas insurance law: (1) what makes an entity an insured under a policy; and (2) when an assignment of benefits is valid in Texas.

In *Fiesta Mart, LLC v. Willis of Illinois, Inc* ., No. 4:20-CV-03484, 2024 WL 1394235 (S.D. Tex. Mar. 31, 2024), Plaintiff Fiesta, a supermarket chain, changed insurers when it was purchased by a new owner, ACON. The new policy, underwritten by a number of insurers, designated ACON as the named insured and did not identify Fiesta as an insured on the policy. Defendant Willis brokered the policy. In 2017, some of Fiesta's Houston stores sustained millions in flood damage during Hurricane Harvey, and ACON made a claim to the insurers. ACON directed that the insurers pay the initial $7.5 million payment to Fiesta, which they did. While the insurers were gathering a second and final payment of $4.78 million, ACON sold Fiesta. The insurers paid this second payment to ACON, rather than Fiesta. Fiesta first sued ACON and, as part of the parties' settlement agreement, received an assignment of any rights ACON had to depreciation holdback, estimated at $6.6 million. The insurers denied Fiesta was entitled to recovery of depreciation holdback, on the dual grounds that Fiesta was not an insured and that Fiesta had not made the repairs with due diligence and dispatch. Fiesta then sued the insurers and the broker.

The insurers, as well as Willis, filed motions for summary judgment. The insurers first argued that Fiesta was not an insured under the policy. The court agreed. The named insured section of the policy insured "ACON Investments, LLC and as per the attached endorsement schedule, any subsidiary . . . ." The endorsement schedule laid out certain deductibles, allocated premiums, and other special terms and conditions for each subsidiary or other entity to be added as a named insured. Generally, the entity and named insured in each endorsement had the same name. The endorsement schedule noted that "With respects [sic] to the entity of Fiesta Mart" the named insured was "ACON Fiesta Holdings, LLC," *not* the Plaintiff, Fiesta Mart, LLC. The court therefore found that the schedule explicitly excluded Plaintiff Fiesta Mart, LLC, as a named insured.

Fiesta also argued that it obtained status as an insured through certificates of insurance issued by the broker, Defendant Willis, that identified Fiesta as an insured. The policy permitted Willis to issue certificates of insurance naming additional insureds, loss payees, and mortgagees. However, each of the "certificates" Fiesta relied upon were merely "Evidence of Property Insurance" forms, which contained limiting language that the document confers no rights on the additional interest named on the certificate and does not amend, extend, or alter policy coverage. In accordance with set Texas law, the court held that the certificates did not make Fiesta an insured. The court also noted that, while the policy allows Defendant Willis of Illinois to issue certificates, the certificates were issued by the wrong entity, Willis of New York. This entity therefore could not name an additional insured under the policy. As a result of the above, Fiesta could not recover generally as an insured under the policy.

The second legal issue addressed was whether Fiesta could recover withheld depreciation after repairs were completed. The carriers paid ACON the actual cash value of the claim but because ACON did not make the repairs, the carriers withheld the replacement cost depreciation. The court determined that Fiesta could recover the depreciation holdback because that holdback had been assigned to Fiesta by ACON. The settlement agreement between Fiesta and ACON from the initial suit explicitly assigned Fiesta the rights to depreciation holdback under the policy. The insurers argued that Fiesta could not recover depreciation holdback because ACON's rights vanished when ACON sold Fiesta, since ACON could no longer repair the damaged properties. The court disagreed, finding that, even after a sale, nothing prevented ACON from repairing the properties. Thus, Fiesta could recover depreciation holdback as assigned by ACON.

The court's holding was limited, though, because many of the policies at issue contained anti-assignment clauses that barred ACON from assigning its policy rights. Fiesta argued that such clauses were unenforceable with respect to post-loss assignments. The court disagreed, following a Fifth Circuit ruling that post-loss assignments to be invalid under Texas law when the policy includes an anti-assignment clause. Therefore, those insurers with anti-assignment clauses were dismissed and did not have to pay any depreciation holdback.

Spotlight:

Introducing the newest additions to Zelle's Dallas office!

Marsheldondria (Dondria) Bowman-Johnson

Dondria's practice focuses on complex commercial litigation, and general liability coverage and defense.

Prior to joining Zelle, Dondria served as In-House Counsel for a Texas-based commercial transportation insurance company, was Staff Counsel for one of the country's largest insurance carriers, and was a felony prosecutor at the Dallas County District Attorney's office.

Alexander Masotto

Alex represents insurance companies in coverage disputes and first-party property insurance defense litigation.

Prior to joining Zelle, Alex was an associate at a regional law firm where he advised and represented insurers throughout the country relating to first-party property pre-suit and litigation issues.

In sum, the court found that Fiesta could only potentially recover depreciation holdback as an assignee of the insured, ACON, when a policy did not include an anti-assignment clause. More importantly, the court recognized that insurance policies are personal and upheld the plain language of the policy by recognizing that non-insureds cannot bring suit against a carrier, even when their property may have been insured by a related entity.

Reach out to Zelle LLP if your organization would benefit from a presentation, class, discussion, or seminar from one of our attorneys.

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The Lonestar Lowdown All Issues

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