

# **Schnitzer Steel et al v. Continental Casualty Co et al.**

Year: 2015

Court: U.S. Court of Appeals. 9th Circuit

Case Number: 15-35101

Under Oregon law, policyholders who sue their insurance company for delaying or denying legitimate claims can recover their attorney's fees. UP reminded the Court that Oregonians currently have few protections available to them when insurance companies refuse to honor their contractual obligations. Indeed, as Oregon insurance law has developed, the entitlement to attorney fees has emerged as essentially the only tool available to Oregon policyholders to prevent abusive practices by insurers. Oregon courts have consistently held that the attorney fee statute was intended to serve important public-policy goals, namely protecting policyholders and other claimants from abusive insurance practices and to encourage the prompt resolution of claims, in recognition that consumers (both commercial and individual) are at a distinct disadvantage in dealing with insurers. UP urged the 9th Circuit to affirm the supplemental judgment of the Oregon Federal District Court and reject the insurer's position that attorney's fees are not recoverable in liability insurance disputes (in this case a breach of duty to defend in an environmental enforcement action). UPdate 5/31/16: Affirmed in favor of the policyholder (see memorandum opinion below).

UP's brief was authored pro bono by Seth H. Row, Esq. and Christopher Rycewicz, Esq. of Miller Nash Graham and Dunn, LLP