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CONSTRUCTION LEGAL EDGE

SUMMER 2016

ARTICLES CONTAINED IN THIS ISSUE OF THE CLE:

Updating Your Additional Insured Endorsements: Avoid Nullification of Contractual Indemnity Protection

All contractors dread receiving the seemingly inescapable call that a preventable, yet too common, workplace accident occurred such as a crane collapse, the fall of an ironworker, or a delivery vehicle accident. Besides the human and project costs these accidents bring, claims and lawsuits nearly always follow. While defending claims and lawsuits may cause even the most seasoned contractors to suffer from sleepless nights, responsible parties may take solace in knowing that their counsel negotiated defense and indemnity agreements in their contracts. Why then do such parties sometimes learn that because of the language in an insurance policy, the indemnity clause in the construction contract provides little or no protection?

Construction agreements commonly include indemnification provisions that require subcontractors, material suppliers, vendors, and any "downstream" parties to hold owners, contractors, and other "upstream" parties harmless for their respective vicarious liabilities. Construction contracts also typically require downstream parties to name upstream parties as additional insureds under any applicable insurance, such as a commercial general liability policy or an employer's liability policy. The widespread use of these popular methods of

transferring risk in the construction industry fosters substantial litigation. Sometimes, substantive personal injury or property damages are not the most expensive aspect of the litigation. Parties are often required to expend additional time and money disputing an additional insured's entitlement to coverage – particularly where an indemnity agreement – by its own language or by operation of a jurisdiction's laws – prevents a liable party from being indemnified by another.

Brokers work with insurers to obtain additional insured endorsements that honor the language incorporated into the construction contracts of their clients. When confronted with a lawsuit and a subsequent tender of additional insured status, defense, and indemnity, insurers decide whether the tendering party is owed a defense or indemnity based on the allegations in the complaint and the language of any applicable contracts and insurance policies. Insurers are constantly updating their policies to reflect changes in the law; unfortunately, parties contracting for the protection such policies afford do not always stay as current.

The most widely incorporated additional insured endorsements, typified by ISO Form CG 2010 1185, provide broad coverage even for an additional insured's own negligence. Even so, such endorsements provide additional insured coverage "only with respect to liability arising out of the operations performed by the named insured." Various courts across the nation, including Pennsylvania, interpret this language to hold that the additional insured only needs to establish a causal connection between the work and the incident in question. With this low threshold, the additional insured is typically covered, even if a named insured is determined not to be at fault, and even if an additional insured is found to be only partially at fault.

The insurance industry did not anticipate or desire this interpretation of additional insured coverage endorsements. As a result, some insurers have inserted revised additional insured endorsements in policies, typified by ISO Form CG 2010 0704, that substantially alter the language by removing "arising out of," and instead incorporating the following: "caused, *in whole or in part*, by the acts or omissions of the named insured…" With this language in policies, judicial interpretations often result in no duty to defend or indemnify an additional insured if the claimant or plaintiff does not allege injuries or damage that were caused in whole or in part by the named insured's negligence.

These revised additional insured endorsements create a new problem when only independent negligence (in other words, not vicarious liability) is alleged against both a named insured and an additional insured, but the underlying construction contract explicitly provides there is no duty to indemnify for an indemnitee's sole negligence. This is important to understand, particularly in Pennsylvania, because courts disfavor contractual agreements where one party is required to indemnify another party for its own sole negligence. Unless such an agreement is explicitly stated in the contract, courts will narrowly interpret the contract by limiting indemnification obligations to only vicarious liability.

Counsel frequently point to the language of the construction contracts and argue that there is no duty to defend or indemnify because the complaint only alleges independent negligence against the additional insured. Over the years, however, some courts have disagreed with this argument by holding that the indemnification provisions in the construction contracts are not part of the analysis. This leads to understandable frustration by parties who incur legal fees associated with the drafting and review of these intricate indemnification provisions, only to find out the protections afforded are not relevant in the additional insured coverage perspective.

Due to this unforeseen risk, additional insured endorsements were recently revised to intertwine contractual indemnity obligations to additional insured coverage. Typified by ISO form CG 2010 0413, these new endorsements explicitly limit additional insured status to the indemnity clause of the underlying contract, regardless of whether the endorsement incorporates the "arising out of" or "caused, in whole or in part" language. In other words, the additional insured coverage cannot be expanded beyond what is provided for in the underlying construction contract.

The necessity for the evolution of the additional insured coverage endorsement was no more apparent than in the biggest insurance coverage dispute of this decade, *In re Deepwater Horizon*. This case is a spectacular illustration of how easily courts can differ in their interpretations of these complicated provisions, in addition to being a court decision resulting from one of the greatest industrial accidents and environmental disasters of all time.

The Deepwater Horizon, a mobile offshore drilling unit, was owned by Transocean and operated by BP subject to a drilling contract. Following a catastrophic explosion that infamously burned for two days and a leak that released countless gallons of crude oil into the Gulf of Mexico, disputes ensued over who must shoulder the responsibility of paying for the cleanup of subsurface pollution. The drilling contract required Transocean to indemnify BP for a certain set of liabilities (above-surface pollution), and required BP to indemnify Transocean for all other pollutions risks, i.e. subsurface pollution. Transocean was also obligated to procure insurance and name BP as an additional insured "for liabilities assumed by [Transocean] under the terms of the [drilling] contract." However, Transocean's insurance policy did not incorporate the updated AI endorsement; thus, the AI coverage was not expressly limited by the scope of the drilling contract liabilities.

BP argued that the policy provided coverage for any pollution claims, including subsurface, because coverage was broadly defined and the drilling contract was not to be considered pursuant to the Texas "four corners" rule that limits review of a party's indemnity duties to the "four corners" of the applicable insurance policy. Transocean and its insurers argued that the indemnification provisions of the drilling contract limited the scope of coverage available from the insurance policy; therefore, the "four corners" rule was inapplicable.

The district court initially ruled against BP, but the Fifth Circuit reversed, adhered to the

Texas "four corners" rule, and held that BP was covered as an additional insured for subsurface pollution claims "because the policy itself imposed no relevant limitations upon the extent to which BP [was] covered." *In re Deepwater Horizon*, 728 F.3d 491(5th Cir. 2013). On rehearing, however, the Fifth Circuit withdrew its opinion and certified a question to the Texas Supreme Court to decide whether the underlying contractual indemnity obligations are to be considered above and beyond the four corners of the insurance policy. In a widely discussed Opinion, the Texas Supreme Court held that the insurance policy included language that compelled consultation of the drilling contract to determine BP's status as an additional insured. The Court found that BP's additional insured status was limited to liabilities assumed by Transocean in the drilling contract. BP assumed liability for subsurface pollution claims; therefore, BP was not entitled to coverage under Transocean's insurance policy. *In re Deepwater Horizon*, 470 S.W.3d 452 (Tx. 2015).

In reaching this decision, the Texas Supreme Court highlighted an important principle that should be at the forefront of any downstream party's (and their broker's) thought process when negotiating terms of indemnity obligations, and procuring additional insured coverage endorsements:

> a named insured may gratuitously choose to secure more coverage for an additional insured than it is contractually required to provide. This occurs when the language of an insurance policy does not link coverage to the terms of an agreement to provide additional-insured coverage. In that event, only coverage restrictions embodied in the policy will be given effect.

Simply put, the Texas Supreme Court stated that unless the contract is explicitly referenced in the policy, its indemnification provisions will not be given any consideration. This judicial interpretation should serve as validation for the recent amendments to the additional insured endorsement, which explicitly link the scope of liabilities assumed under the contract to the available coverage. Had the insurance policies in *Deepwater Horizon* included the updated version of the AI endorsements, years of costly litigation could have been easily avoided.

With the lessons of *Deepwater Horizon* given to us by the Texas Supreme Court, parties wishing to clarify their additional insured and indemnity obligations are well served to demand inclusion of the 2013 updated version of the CG 20 10 ISO Form in their commercial general liability policies. Contracting parties should not operate under the assumption that their insurance brokers use the most updated forms. Oftentimes older versions of additional insured endorsements are re-circulated into newly formed policies, and reuse of old forms occurs even more commonly with renewal policies. The bother of negotiating better insurance each renewal will pay off any time a dispute involving an additional insured and/or indemnity tender arises.

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Contract Negotiation Checklist

Like any contract, negotiation of a construction contract requires balancing risk with reward. After execution, the risks that your client assumed need to be managed. Below is a simple checklist for negotiating terms of a construction contract and, then, when executed for locating the terms quickly and easily, so everybody from the CEO, to the CFO, to the Project Manager, Superintendent and project accountants can understand what risks the company has assumed and how they can be managed.

Owner:
Project:
Date:
Format:

Business Deal Terms	
	Description/Contract Provision Reference
Pre-Con	N/A
• Terms	N/A
Construction	
• Basic Delivery Method	
• Commencement Date	
• Substantial Completion Date	
• Liquidated Damages	
• Fee on Cost of Work	
• Staff Billing Rates (LIT%)	
• Savings Split	
• Incentive	
• Contingency	
• General Conditions	
• CM Fee on Changes	
• Gen. Cond. on Changes	
• Subcontractor Mark-up Limits	
• Warranty as Cost of Work	
Retainage	
• Retainage on Subcontractor Work	
• Retainage on Gen. Cond.	
• Retainage on Fee	
• Early Retainage Reduction	
Payment Cycle	
Basis of payment (actual cost or % complete)	

Risk Management Terms	
	Description
Bonds	
• CM Performance/Payment Bond	
• Subcontractor Bonds	
• Subguard	
Insurance Program- Gen. Cond. Art. 11	
• OCIP	
• CCIP	
• CGL	
• Umbrella	
• Pollution	
• CM E&O	
• D/B sub. E&O	
• Subcontractor Coverages	
• Builders Risk	
• Deductible	
• Waiver of subrogation	
Indemnity	
No Damages for Delay	
Excusable Delay	
Consequential Damages	
Concealed Conditions - Subsurface Risk	
Standard of Performance	
Claims Time Period	
Hazardous Materials	
Dispute Resolution	

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Legal Issues in the Investigation and Discovery of a Party's Social Media

An opposing party's, or potential opposing party's social media profiles can be a trove of information for litigants and their counsel. However gaining access through the discovery process, and outside it, can open the litigant and counsel to legal and ethical issues. As a general rule, attorneys can ethically view the public portions of a person's social media profile. When that profile is protected by privacy settings, courts and ethics boards have weighed in on what is permitted and what is not.

The first, and most straightforward rule falls under Pennsylvania Rule of Professional Conduct 4.2, which bars communication with a party represented by counsel. The Pennsylvania Bar Association's Committee on Legal Ethics and Professional Responsibility has concluded that "accessing the public portion of a represented party's social media site does not involve an improper contact with the represented party because the page is publicly accessible under Rule 4.2. However, a request to access the represented party's private page is a prohibited communication under Rule 4.2."

As to unrepresented persons, the committee concluded that "a lawyer may not use deception to gain access to an unrepresented person's social networking site. A lawyer may ethically request access to the site, however, by using the lawyer's real name and by stating the lawyer's purpose for the request. Omitting the purpose would imply that the lawyer is disinterested, contrary to Rule 4.3(a)", of the Rules of Professional Conduct."

The committee stated its position that a lawyer may use information obtained from a social networking website in a legal dispute, so long as the information was obtained ethically. The committee noted that, a competent lawyer has the *duty* to understand how social media works and how it may be used in a dispute because a client's postings on social media may potentially be used against the client's interests. In addition, there may be a trove of information about the user that may be discoverable in a legal dispute.

Pennsylvania Courts have permitted information from social media sites to be used in litigation, and have granted motions to compel discovery of information on private social networking websites when the public profile shows relevant evidence may be found.

For example, in *McMillen v. Hummingbird Speedway, Inc.*, 2010 WL 4403285 (Pa. Com. Pl. Jefferson Co. 2010) the court granted a motion to compel discovery of the private portions of a litigant's Facebook profile after the opposing party produced evidence that the litigant may have misrepresented the extent of his injuries. In the *McMillen* case the plaintiff claimed substantial injuries including possible permanent impairment, loss and impairment of general health, strength and vitality and an ongoing inability to enjoy certain pleasures

in life. Upon review of the publicly accessible portion of the plaintiff's *Facebook* profile, the defendant discovered the plaintiff's comments about a fishing trip and his attendance, as a spectator, at an auto race in Florida. Thereafter, the defendant sought to compel the production of the plaintiff's user name and password to gain access to the private portions of the plaintiff's profile under the assumption that more relevant information might be contained within.

Because the public profile indicated that relevant information might be contained in the private portion showing that the plaintiff's injuries were exaggerated, and because no privilege exists between mere "Friends" (and even if it did, any privilege was waived once the information was shared with others), the court directed the plaintiff to provide the defendant's counsel with the login and password information on a read-only basis.

In *Largent v. Reed*, 2011 WL 5632688 (Pa. Com. Pl. Franklin Co. 2011) the court granted a discovery request for access to a personal injury plaintiffs social media accounts. The Court engaged in a lengthy discussion of Facebook's privacy policy and Facebook's ability to produce subpoenaed information. The Court also ordered that plaintiff produce her login information for opposing counsel and required that she make no changes to her Facebook for thirty-five days while the defendant had access to the account.

Conversely, in *Trail v. Lesko,* 2012 WL 2864004 (Pa. Com. Pl. Allegheny Co. 2012), Judge R. Stanton Wettick, Jr. denied a defendant's access to a plaintiff's social media accounts, concluding that granting access to the plaintiff's Facebook account would have been needlessly intrusive under Pa. Rule of Civil Procedure 4011(b), which requires the party seeking intrusive discovery that the information sought would provide relevant evidence not otherwise available.

Judge Linebaugh in York County noted that Judge Wettick could have based his ruling on Rule of Civil Procedure 4003.1 on the issue of relevance rather than the intrusiveness analysis, since he ultimately ruled the photographs sought on social media to be irrelevant. *Hunter v. PRRC, Inc.,* 2013 WL 9917500 (Pa. Com. Pl. York Co. 2013). In the Hunter case, the court found the photographs sought on social media to be irrelevant under Rule 4003.1 and that no intrusiveness analysis was needed under Rule 4011. Judge Linebaugh instituted the following method for determining social media discovery requests:

Where discovery has been served requesting private information contained in an account held by an party on a social media platform that the party has specifically elected to make private pursuant to and in accordance with the commonly utilized privacy controls offered by the social media site, an objection lodged by that party to the discovery will be sustained unless the party serving the discovery makes a threshold showing that otherwise available information leads to the reasonable probability that relevant information is contained within the private portions of the account. The hypothetical possibility that relevant or discoverable

information may exist in an account held privately is not sufficient to meet this showing. Actual facts must be shown and, for example, can consist of public postings on the party's Facebook page establishing that there are relevant private posts or information produced in discovery that establishes that there are relevant private posts. The Court will permit the discovery only where the public or otherwise available information establishes a reasonable probability that relevant information will be found on the private account. The Court does not use the language of "reasonably calculated to lead to the discovery of admissible information" because the party requesting discovery cannot know what is contained in the private pages and therefore cannot reasonably calculate that information found there will lead to relevant evidence. Otherwise, the result would be a fishing expedition.

However, if the opposing party can establish that the discovery would cause unreasonable annoyance, embarrassment, oppression, burden or expense, and therefore be prohibited by Rule 4011 or require limitation pursuant to Rule 4012, then the discovery will not be permitted or will be limited by an appropriate protective order. Depending on the facts in each specific case this showing may be very simple or more difficult. While there is no presumption that intrusion into a private account amounts to unreasonable embarrassment, etc., electing to make a social media account private is far different from publicly posting on the internet as it involves the active step of actually rendering the page private. Under the objectively reasonable expectation that information made private will not been seen by any person other than a select group of persons, a user may post personal, sensitive, embarrassing, or secret information, and their friends, in reliance on the privacy settings, may do the same. Averments as to the sensitive or embarrassing nature of posts by both the party served and that person's friends may be sufficient to require prohibiting discovery entirely or limiting discovery with a protective order. However, it is possible that this showing could not be made, perhaps in a circumstance where the party served previously had a public page and only changed the settings to private once served with discovery or where the social media page is used for purely professional purposes.

The upshot of these rulings is that discovery should be reasonably calculated, and should not resemble the proverbial "fishing expedition." But counsel's duty to zealously represent their clients means that they should be aware of proper methods of discovering relevant information on social media in pursuing their clients' claims and defenses. Clients should be made aware that their social media postings may be subject to discovery.

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Cyber Risk in the Construction Industry : Is Your Business Protected?

Design, engineering, and construction have a multitude of project risks. Most of these are identified, well-defined, and, hopefully, allocated to the party most capable of managing the risk. However cyber intrusion and its potential impact on your business – or your project owner's business – is probably the least appreciated of all construction risks, and it has no clear path to risk allocation or management.

We sit down with John Johnson, Construction Practice Leader at Marsh to learn more about what cyber risks are present in construction and how you can protect your business.

MW: CAN YOU TELL ME WHO NORMALLY IS AT RISK WHEN IT COMES TO CYBER?

JJ: Cyber risk usually affects businesses that handle and transmit sensitive and proprietary information such as client data or confidential project information, intellectual property, sensitive commercial material, subcontractor data or financials, and employee data.

Construction industries are including in this as common platforms are used to distribute and manage all kinds of engineering and construction data. This creates vulnerability – and a shared responsibility. A hacker with access to construction data could wreak havoc not only operationally but also through the physical destruction of data by threatening the safety of people onsite.

Even attackers who don't intend physical harm may still be interested in valuable corporate data, such as intellectual property or data that provides a competitive edge. Hackers who aren't interested in your company's data may still capitalize on weaknesses in your system to reach other IT networks. This could hold true for contractors who may have access to other targeted systems and, even more so for government contractors who may have such data stored or flow through their IT systems which increasingly are tied to a government's IT network.

MW: DOES TRADITIONAL INSURANCE PROTECT YOUR BUSINESS FROM CYBER RISK?

JJ: Traditional policies don't generally cover damages caused by data breaches. Commercial liability policies don't respond to damages to intangible property and they often have data and technology exclusions. Property policies provide loss of business income coverage *only* if there was direct physical damage caused to your property. They don't cover damage caused by hackers or rogue employees who shut down you or your project owner's website, computer systems or the systems of a service provider you rely upon to conduct business. Professional liability insurance – design, design-build, or engineering-procurement-

construction E&O – may not respond to a cyber intrusion and the resulting losses or damages.

MW: WHAT EXACTLY DOES CYBER INSURANCE COVER?

JJ: Cyber insurance covers first and third party losses – damage to internal IT systems as well as third party liability. It will help mitigate losses from various cyber and electronic issues, such as unauthorized access, business interruption and network damage caused by a virus, malware or human error. It acts as a separate insurance tower in addition to commercial liability coverage.

Project owners are becoming increasingly concerned about the information and supply chain security of their design, engineering and construction companies. As a result, owners are beginning to add contractual requirements for cyber liability coverage in certificates of insurance before any work is performed.

MW: HOW CAN YOU MITIGATE RISK BEFORE A CYBER EVENT?

JJ: Start by creating an incident response plan: Appoint a cross-functional incident response team with advisors in legal, compliance, privacy, public relations, government affairs, audit matters, and ethics, as well as IT and information security. You should also designate leadership. Establish clear role and outline escalation procedures and communication protocols, including guidelines for external communications. Finally, make sure ALL of your employees are trained. Not just a select few.

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How to Protect and Perfect Your Security Interest by Filing in the Correct State

Suppose that you've finally found a buyer for that used piece of construction equipment that you've been trying to sell for months. While the buyer is interested, it can't afford to purchase the equipment outright with a single cash payment. Rather, the buyer is seeking to finance the transaction with payments over time at the appropriate interest rate. You're agreeable to the repayment structure, but want to provide yourself additional protection in the event that the buyer is unable to make the payments in whole. You want to use the equipment itself as collateral for the repayments so that you'll be able to seize and sell the equipment in the event of nonpayment by the buyer. Congratulations, you've just become a creditor in a secured transaction.

One of the most important elements of being a creditor in a secured transaction is the filing of the financing statement. After agreeing to the payment terms, and entering a

security agreement for the collateral, the creditor must file a UCC-1 financing statement in the appropriate state office in order to "perfect" the security interest in the collateral. This financing statement acts as a notice to all third parties that this collateral is already subject to a security interest and that an existing creditor may have a right to seize and sell the collateral. Furthermore, the appropriate financing statement is absolutely vital to protect the creditor's interest in the event of the debtor's bankruptcy.

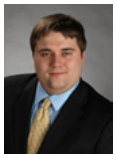
While seemingly a straightforward requirement, one of the frequently overlooked issues in filing the financing statement is choosing the right state office in which to file. What if the buyer in the used equipment situation above is a company registered in Pennsylvania, but has its principle corporate office in Delaware? Further, what if the buyer arranged to buy the equipment through one of its smaller Ohio offices for use only in projects in West Virginia? In which state should you file? Do you have to file in multiple states? These questions are important because if the financing statement is not correctly filed the creditor may lose all of its interest in the collateral in the event of debtor's bankruptcy and receive nothing in payment.

Prior to 2001, the prudent course may have been to file in all four states simply out of caution. Before 2001, Article 9 of the Uniform Commercial Code, which governs secured transactions, based financing statement filings primarily on the "location of the collateral." While simple in theory, as the example above shows in practice this can be nightmarish. Parties frequently conduct business across state lines, with companies organized in different states and with collateral moving through multiple states. It becomes difficult, if not impossible, to determine where collateral may be primarily located. Even provisions of the UCC that attempted to deal with mobile collateral often proved unworkable. Creditors were forced to spend time and money filing in multiple states simply out of a precaution due to this uncertainty.

Thankfully, the 2001 revisions to Article 9 simplified the approach. Instead of focusing on the location of the collateral, the 2001 revisions placed the emphasis on the location of the debtor. Instead of chasing collateral through multiple states, the creditor only needs to look for the location of the debtor. For debtors that are registered entities, their location is simply the state in which the debtor is incorporated. In the above example, because the buyer is registered in Pennsylvania, the only financing statement necessary would be filed with the Pennsylvania Department of State. The creditor is saved from the long hassle of untangling and estimating where collateral may be deemed to be "located."

While the analysis can become slightly more complex for debtors that are unorganized entities such as partnerships, for individuals, or for debtors which are foreign entities, the approach still focuses on the location of the debtor instead of the collateral. While there are additional steps to correctly perfecting a security interest, the state in which to file the financing statement has been revised with an eye towards practicality. In the time since

revision this approach has proven to be invaluable as creditors are able to more readily determine where the financing statements need to be filed and are able to ensure that their interests are fully protected without unnecessary complication.



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Companies Can Reduce Cost of Litigation for High Volume Electronic Discovery (E-Discovery) Through Technology Assisted Review

Due to the escalating quantity of data in the discovery process, technology assisted review is seen as a solution for spiraling litigation costs. Technology assisted review of documents uses technology to locate relevant documents quickly and produces savings in the cost of review. Technology assisted review is also known by other names such as predictive coding or computer assisted review. The cost savings in discovery for a successful technology assisted review project relates to the documents that do not have to be reviewed through the use of sampling techniques.

In the year 2010, technology assisted review was rarely used in litigation. Today computer assisted review is considered by many to be an essential technology because of its prioritizing of documents and because it reduces the time that it takes to review the documents.

Predictive coding utilizes a series of algorithms. An algorithm is a formally specified series of computations that, when executed, accomplishes a particular goal. The algorithms used in E Discovery are implemented as computer software.

The escalating quantity of data that may be subject to discovery requests in litigation was mentioned by IBM when it recently reported that: “Every day, we create 2.5 quintillion bytes of data – so much so that 90% of the data in the world today has been created in the last two years alone.”

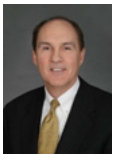
More and more data is stored today in the cloud for business purposes. From an e-discovery viewpoint, having a centralized location for searching data is helpful but without technology assisted review can be expensive.

Companies now have social media sites because of the increase in user activity on those sites. Below is a graph that shows the increase in activity on social media sites between September of 2011 and June of 2016.

OUTLET	SEPTEMBER 2011	JUNE 2016
Facebook	500 million	1.65 million
LinkedIn	100 million	433 million
Twitter	190 million	310 million
YouTube	2 billion views (daily)	4 billion views (daily)
Instagram	0	400 million
Snapchat	0	100 million (daily)

Adverse parties in litigation now customarily request information posted by companies on social media sites over an extended period of years. Social Media environments are dynamic and constantly changing. This, in turn, increases the cost of responding to requests for production of documents that are served on parties in litigation.

Technology assisted review can result in substantial cost savings to companies and their insurers relative to discovery requests for traditional corporate records (letters, memoranda, email, drawings, photographs, agreements, meeting minutes, financial statements, etc.) as well as discovery requests related to social media.



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Where In The World?

Construction Mystery: A destination much closer to home is a beacon for Mid-Century Modern Architecture. This city boasts some of the best, and certainly one of the largest, collections of homes reflecting America's interpretation of Bauhaus and International design trends. Noted architects of the movement include Gropius, Le Corbusier, and Meis van der Rohe. Domestically the architectural design was more organic in form and less formal, as reflected in the house pictured here, which is listed on the National Historic Register. This Steel Developmental House was built in four weeks using a pre-fab core dropped by crane on a slab foundation. Donald Wexler's design integrates the house with its natural surroundings as all rooms flow outward to enclosed patios. Functionality was embedded in the design which features a low-pitched roof, wide eaves, open-beamed ceilings, and floor-to-ceiling windows.

Question: In what U.S. city is this house? Extra credit for the name of the house. (Hint: The city is popular with political and theatrical celebrities.)

Last Issue Answer: Maasai Village, Ngorongoro Crater Conservation Area, Tanzania

Contributed by Jane Ockershausen, Travel Editor

The Construction Legal Edge is a quarterly publication of the Construction Practice Consortium.

If you would like to be added to or deleted from the Distribution List of the CLE, please contact Joe Bosick (the Chair of the CPC) at JJB@Pietragallo.com.

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