

Scott H. Casher

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Scott is a skilled litigator, with a reputation for intelligence, experience and toughness.

OVERVIEW

Scott Casher is the Chair of Operations for the firm and also the Co-Chair of the firm's Labor & Employment Practice Group. He is skilled litigator with over twenty-five years of experience who represents a variety of business entities with respect to commercial matters, insurance coverage matters, restrictive covenant and non-compete matters, and labor and employment matters (including ESG litigation risks), in state and federal trial and appellate courts, at arbitrations and in mediations. Scott also negotiates and drafts executive level employment agreements for national and international clients. He knows how to utilize the tools of litigation and arbitration to develop and present cases in a convincing way such that claims brought by opposing parties are often defeated. Scott has a reputation for intelligence, experience, skill and toughness.

During law school, Scott was a member of the Temple University *Law Review*. After law school, Scott served as an Assistant District Attorney in the Manhattan District Attorney's Office, where he gained a significant amount of trial experience. Following the Manhattan District Attorney's Office, and before joining White and Williams, Scott was a litigation partner at an AmLaw 100 law firm.

While Scott has won many cases after motions to dismiss, and after sometimes precedent-setting trial or arbitration hearings, he is also very successful at settling cases at an early stage in the litigation. The reality is that over 95% of lawsuits are settled, primarily because litigation is by nature uncertain, disruptive and expensive. Because Scott's adversaries know that he is ready, willing and able to try a case, they often end up settling on terms favorable to Scott's clients — providing them with cost savings and reduced business interruption. At those times when settlement is not reached, Scott is prepared, persistent and tough in the courtroom.

Clients find Scott to be patient, loyal and straight forward with his advice. He is dedicated to his profession and hardworking. Scott genuinely enjoys counseling his clients and making a positive difference in their lives. He also volunteers his

PRACTICES

Labor and Employment

Commercial Litigation

Financial Lines

Professional Liability

Insurance Coverage and Bad Faith

BAR AND COURT ADMISSIONS

New York

Connecticut

New Jersey

U.S. Court of Appeals for the Second Circuit

U.S. Court of Appeals for the Third Circuit

U.S. District Court for the District of Connecticut

U.S. District Court for the District of New Jersey

U.S. District Court for the Eastern District of New York

U.S. District Court for the Northern District of New York

U.S. District Court for the Southern District of New York

U.S. District Court for the Western District of New York

EDUCATION

Temple University School of Law, JD, 1997

Hampshire College, BA, 1989

MEMBERSHIPS

Defense Research Institute (DRI)

time and offers pro bono legal services to several worthy organizations. Scott is a musician, an avid runner, and is married with three children.

Professional Liability Underwriting Society
(PLUS)

RECOGNITION AND INVOLVEMENT

Scott is a volunteer lawyer for Lawyers for Children America, working primary in the Connecticut state courts on behalf of abused and neglected children. Lawyers for Children America is a leading child advocacy organization protecting the rights of children who are victims of abuse, abandonment and neglect by providing quality pro bono legal representation and collaborating for systematic change to improve the lives of children.

Scott is also a member of and counsel to the National Association on Mental Illness (NAMI), Columbia County, New York, an affiliate of The National Alliance On Mental Illness. The mission of NAMI Columbia County is to champion justice, dignity and respect for all individuals, families and friends in Columbia County affected by mental illness through education, advocacy and support to eliminate stigma and effect positive change.

REPRESENTATIVE MATTERS

White and Williams Team Obtain Summary Judgement for Client in MGA Case
6.9.22

White and Williams Team Wins Summary Judgment in Connecticut Declaratory
Judgment Actions
9.16.19

Served as lead counsel to a reinsurance broker and secured a temporary
restraining order preventing an executive officer from soliciting former clients.

Served as lead counsel to an insurance broker in an action involving a competitor
raid and breaches of fiduciary duty, and obtained a two-year temporary injunction
against numerous former employees and the competitor.

Gorbea v. Verizon New York, Inc., 2020 U.S. Dist. LEXIS 155982 (EDNY, August
27, 2020) (granting employer's motion for summary judgment and dismissing
federal, state and city disability discrimination and failure to accommodate
claims)

Davis v. Verizon New York, Inc., 12-cv-00088 (W.D.N.Y., Nov. 6, 2015) (granting
employer's motion for summary judgment and dismissing disability discrimination
and retaliation claims)

Tillman v. Verizon New York, Inc. et al, 118 F. Supp. 3d 515 (E.D.N.Y., July 30, 2015) (granting employer's motion for summary judgment and dismissing disability discrimination and retaliation claims)

Sernet & Spengemann v. Twin City Fire Insurance Co., FST-CV15-6035652/6035653 (CT Superior Court, September 16, 2019) (granting summary judgment in favor of Twin City and dismissing the complaints, finding that prior New York dismissal decisions involving the same parties were entitled to full faith and credit, and that the doctrine of *res judicata* barred the Connecticut DJ Actions)

Parron v. Verizon New York, Inc., 2018 U.S. Dist. LEXIS 86800 (SDNY, May 18, 2018) (granting employer's motion for summary judgment and dismissing age discrimination and hostile work environment claims), affirmed, Case No. 18-1824 (2d Cir. May 22, 2019)

Knight v. RECAP, Case No. 10184258 (NYS Div. of Human Rights, Dec. 27, 2018) (after two-day evidentiary hearing, judge dismissed all claims alleging disability, familial status and pregnancy discrimination, finding that employer presented legitimate nondiscriminatory reasons for terminating employment)

Purcell v. Verizon New York, Inc., Index No. 1200-9588 (NYS Sup. Ct., Erie Co., May 30, 2017) (granting employer's motion for summary judgment and dismissing reverse gender discrimination claim brought by male employee)

Fahrenkrug v. Verizon Services Corp., 11-cv-1014 (N.D.N.Y., May 14, 2015), affirmed 2016 U.S. App. LEXIS 11048 (2d Cir. N.Y. June 17, 2016) (affirming grant of summary judgment to employer dismissing gender discrimination and retaliation claims)

James P. Madden, Esq. v. Twin City Fire Insurance Company and The Hartford, Case No. ESX-L-3977-09 (N.J. Super. A.D. Oct. 26, 2015) (granting insurer's motion to dismiss declaratory judgment action seeking coverage for a legal malpractice claim)

Davis v. Verizon New York, Inc., 12-cv-00088 (W.D.N.Y., Nov. 6, 2015) (granting employer's motion for summary judgment and dismissing disability discrimination and retaliation claims)

Tillman v. Verizon New York, Inc. et al, 118 F. Supp. 3d 515 (E.D.N.Y., July 30, 2015) (granting employer's motion for summary judgment and dismissing disability discrimination and retaliation claims)

Willis v. Verizon New York, Inc., Case No. 11-cv-5078 (E.D.N.Y. Oct. 5, 2014) (granting employer's motion for summary judgment and dismissing race and gender discrimination claims under Title VII, § 1981 and § 1985, as well as state law discrimination and breach of contract claims)

PNY Technologies, Inc. v. Twin City Fire Ins. Co., 2014 WL 3519074 (D.N.J. Jul 16, 2014), affirmed 2015 WL 3622933 (3rd Cir. (NJ) June 11, 2015) (granting insurer's motion for summary judgment and holding that demands by various banks to PNY for payment pursuant to contracts did not qualify as an entity claim for a wrongful act and therefore coverage was not triggered, and claims were otherwise barred by contractual liability exclusion)

Garofalo v. Verizon New York, Inc., 2012 WL 4838552 (E.D.N.Y. Oct. 3, 2012) (granting employer's motion for summary judgment and dismissing claims of retaliation, hostile work environment and gender and disability discrimination)

Eisenhandler v. Twin City Fire Ins. Co., et al., Case No. CV 09 5031716-S (Conn. Super. Ct. Oct. 21, 2011), (granting insurer's summary judgment motion based on the prior knowledge exclusion in a lawyers professional liability policy); represented an insurer that denied coverage for a legal malpractice claim based on a prior knowledge exclusion. The court agreed with our client's denial and granted summary judgment in favor of the insurer

Modern Technologies Group Inc., et al. v. Twin City Fire Insurance Co., 2010 WL 3908685 (D.N.J. Sept. 30, 2010), (granting insurer's motion for summary judgment based on late notice of a claim under a claims-made professional liability policy); represented an insurer that obtained an order granting summary judgment in its favor against a limousine parts seller, denying coverage for a claim under a professional liability policy on the basis of late notice

Russoniello v. Twin City Fire Insurance Co., 2010 WL 2024084 (D.N.J. May 20, 2010) (granting insurer's motion for summary judgment based on late notice of a claim under a lawyers professional liability policy); represented an insurer that obtained an order granting summary judgment in its favor against a solo practitioner, denying coverage for a claim under a lawyers professional liability policy on the basis of late notice; the court held that a letter from the lawyer's client constituted a claim because it was a demand for money and alleged completely inadequate representation that could be considered malpractice

Maynard v. Pelican Leisure Sports, Inc. and Marker USA, 2010 WL 3327627 (N.J.Super.A.D. Aug 13, 2010) (affirming trial court order granting motion for direct verdict filed by ski binding manufacturer finding that plaintiff failed to prove manufacturing defect and his expert witness only offered a "net opinion"); represented a ski binding manufacturer that obtained an order after a jury trial granting directed verdict in its favor against a claim of a manufacturing defect

Executive Risk Indem. Inc. v. Pepper Hamilton LLP, 2008 WL 6808243 (Trial Order) (N.Y.Sup. Jan 29, 2008), *rev'd by* 56 A.D.3d 196, 865 N.Y.S.2d 25 (1 Dep't Sep 23, 2008), *affirmed as modified by* 2009 WL 3347222, 2009 N.Y. Slip Op. 07453 (N.Y. Oct 20, 2009) (granting insurers' summary judgment motions on prior notice exclusions in a lawyers professional liability policy); represented an excess insurer that obtained an order granting summary judgment in its favor against a large law firm, denying coverage for a malpractice claim under a lawyers professional liability policy on the ground of a prior knowledge exclusion

Adams v. Verizon New York, Inc., 2008 WL 2047815 (SDNY 2008) (granting employer's motion for summary judgment and dismissing claims of race discrimination and breach of contract); represented an employer that obtained an order granting summary judgment in its favor against a claim of race discrimination and breach of contract

White v. Verizon Communications, Inc., 2008 WL 5382329 (N.D.N.Y. 2008) (granting employer's motion for summary judgment and dismissing ERISA claims); represented an employer that obtained an order granting summary judgment in its favor against an ERISA claim after long term disability benefits were terminated

Schwartz v. Twin City Fire Ins. Co. et al., 492 F.Supp.2d 308 (S.D.N.Y. 2007) judgment affirmed by 539 F.3d 135 (2nd Cir.(N.Y.) Aug 19, 2008) (granting primary D&O insurer's post-trial motion to dismiss D&O excess insurers' cross-claims for bad faith); represented an excess insurer whose denial of coverage under a D&O policy was the subject of a bad faith action tried to a jury and successfully concluded by post-trial motions to set aside the verdict

Indotronix International Corp. v. Twin City Fire Ins. Co., No. 06 Civ. 2688 (S.D.N.Y. April 30, 2007) (finding after inquest on insured's claim for reimbursement of \$520,000 incurred in defense costs and expenses, that only \$117,000, after application of \$100,000 SIR, were reasonable and necessary and therefore recoverable from D&O insurer); represented a D&O insurer that challenged a request by the insured for reimbursement of \$520,000 the insured incurred in defense costs and expenses in defending an underlying action; after an inquest before the court, the court denied the insured's request for reimbursement of \$520,000, finding that, after application of a \$100,000 SIR, only \$117,000 were "reasonable and necessary" and therefore recoverable from the D&O insurer

National Union Fire Ins. Co. of Pittsburgh, PA v. American Re-Ins. Co., 441 F.Supp.2d 646 (S.D.N.Y. 2006) (granting cedent's motion for summary judgment and awarding cedent reinsurance coverage for an underlying claim); represented an insurance company that settled a number of underlying claims against its insured, and then sought reinsurance coverage for those settlement payments; the

reinsurer denied coverage; our client moved for summary judgment, and the court granted its motion, finding that the insurance company was entitled to reinsurance coverage for the underlying settlements

In re Serio (Frontier Ins. Co. & Commercial Risk Re-Ins. Co.), 2 A.D.3d 264, 769 N.Y.S.2d 530 (1st Dep't 2003) (affirming order of trial court granting reinsurer's motion to bring a direct action against the New York State Superintendent of Insurance as rehabilitator of insurer, and directing Superintendent to immediate return to the reinsurer funds converted by the insurer in rehabilitation and still in possession of Superintendent); in a case of first impression, successfully prosecuted an appeal on behalf of a reinsurer and secured the return of over one million dollars that was converted by an insolvent insurance company

Russell v. B&B Industries, 309 A.D.2d 914, 766 N.Y.S.2d 374 (2d Dep't 2003) (granting company's motion to dismiss based on plaintiff's failure to comply with discovery obligations)

Defended an age discrimination case against a large telecommunications corporation in a trial in New York state court where the judge granted a motion for directed verdict

Defended a multi-million dollar bad faith claim against an insurer in an arbitration, where the panel only awarded plaintiff breach of contract damages

Defended a multi-million dollar breach of contract claim against a large apparel manufacturer in a trial in federal court where the jury only awarded plaintiff a nominal sum

Obtained numerous decisions in favor of employers in labor and employment disputes before administrative agencies and arbitrators

IN THE NEWS

Scott Casher and Victoria Fuller Named Co-Chairs of the White and Williams Labor and Employment Practice Group
1.26.24

Scott Casher to Receive Pro Bono Attorney Award
8.3.23

EVENTS

Coverage College 2025
Convene CityView, Philadelphia PA, 10.23.25

White and Williams Proud Sponsor of Lawyers for Children America's 30th Anniversary Celebration
The Society Room of Hartford, 11.7.24

FTC Ruling on Non-Compete Agreements: What You Need to Know
The Commerce & Industry Association of New Jersey (CIANJ) Virtual Event, 5.6.24

Coverage College 2022
10.13.22

International Law: A Legal Primer Exploring Key Business Issues For the U.S. and Foreign Entities
Webinar, 1.25.22

Coverage College 2021
10.21.21

Overview of Enforcement of Restrictive Covenant Agreements
Coverage College, 10.21.21

Attorney Client Privilege Issues Facing In-House Counsel
Client Seminar, 10.11.21

Attorney Privilege Issues for In-house Counsel in a Remote Working World: Lessons Learned and Best Practices
Client Seminar, 9.28.21

Attorney Privilege Issues for In-house Counsel in a Remote Working World: Lessons Learned and Best Practices
Client Seminar, 9.8.21

Securing Virtual Meetings for a Remote Workforce in a Post-Pandemic World
Client Seminar, 7.22.21

Lehigh Valley Labor & Employment Seminar
Webinar, 5.26.21

Utilizing Alternative Dispute Resolution Tactics in Employment Matters
National Business Institute, 5.20.15

Putting in Place Document Retention Programs
National Business Institute, 5.20.15

PUBLICATIONS

Federal Trade Commission Prohibits Nearly All Non-Compete Agreements
Labor and Employment Alert, 4.24.24

FTC Releases Proposed Non-Compete Clause Rule
Labor and Employment Alert, 1.9.23

Second Circuit Holds that COVID-19 Excused Defendant from Performance Pursuant to Force Majeure Clause
Commercial Litigation Alert, 3.30.22