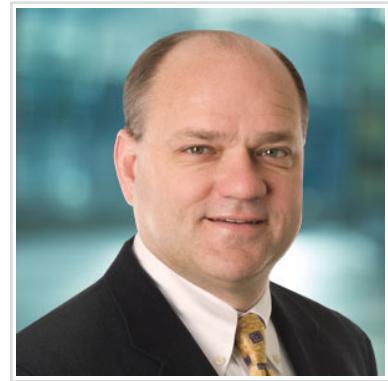


Edward A. Jaeger, Jr.

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Ed Jaeger is Chair of the Subrogation Department of White and Williams LLP, whose Property and Workers Compensation Subrogation practice extends throughout the United States. Ed has concentrated his practice in Subrogation since 1992. Ed has litigated numerous complex commercial and residential property losses involving fire, structural collapse, water, transit and maritime claims.

As part of his duties as Chair of the Subrogation Department, Ed oversees the department's food recall subrogation practice. When recall claims arise, the department's attorneys work closely with claims professionals, insureds and forensic experts to analyze and minimize the cost of an insured's recall efforts and maximize the recovery of these costs from suppliers of adulterated and/or misbranded food and food ingredients. Matters the department has handled include misbranded and/or adulterated food claims based on the presence of allergens and listeria and the presence of foreign objects in food intended for human consumption.

Ed is a frequent speaker at client oriented seminars. Topics have included the production of the company file in discovery, recognizing major obstacles to subrogation recovery, apportionment of recovery between the insured and insurer, subrogating under Builder's Risk Policies, waiver of subrogation provisions, AIA contracts and the discovery of expert testimony.

Ed is licensed to practice law in Pennsylvania, New Jersey, New York and the District of Columbia, but practices throughout the country utilizing the services of local counsel under a special program with the subrogation department.

Ed successfully argued one of the few cases where the court held that an AIA document was ambiguous. The highest court in Maryland held the Waiver of Subrogation Provision in an AIA contract was ambiguous and did not preclude subrogation for a fire that occurred after substantial completion. See *John L. Mattingly Construction Company, Inc. v. Hartford Underwriters Insurance Company*, 415 Md. 313, 999 A2d. 1066 (2010).

Practice Areas

Subrogation
Food and Beverage

Bar and Court Admissions

Pennsylvania
District of Columbia
New Jersey
New York

Education

University of Pittsburgh School of Law,
JD, 1989
Washington and Jefferson College, BA,
1986

Memberships

Loss Executive Association; Associate
Member
National Association of Subrogation
Professionals; Member
Property Loss Research Bureau;
Affiliated Member

Events

Dryer Fires, Cleaning Up On Subro

National Association of Subrogation Professionals, Webinar Series | July 2017

The Subrogation Landscape: What's Changing

Property Loss Research Bureau Regional Conference (Riverside, CA) | June 2017

Live Burn to Learn

Chester County Public Safety Training Facility (Coatesville, PA) | September 16, 2016

The Clock is Ticking - Don't Get Burned by Statutes of Limitations/Repose

PLRB/NASP Subro Investigation for Adjusters Webinar Series | August 16, 2016

Recognition of Obstacles to Subrogation in the Development of Product Liability Cases

Training Seminar for Client | May 2016

Privilege in Subrogation and the Effective Development of Negligence and Breach of Contract Theories to Maximize Recovery Dollars

Training Seminar for Client | February 2015

Structural Collapse and Subrogation Theories

Training Seminar for Client | February 2015

Dryer Fires, Cleaning up on Subrogation

National Association of Subrogation Professionals (Orlando, FL) | November 2014

Publications

West Virginia Enacts "Innocent Seller" Legislation

The Subrogation Strategist | July 28, 2017

Tennessee's Supreme Court Holds That Intentional Misconduct is not a Necessary Prerequisite for Spoliation Sanctions

The Subrogation Strategist | March 4, 2016

Pennsylvania Superior Court Holds That the Bilt-Rite Exception to the Economic Loss Doctrine Does Not Require an Express Representation

The Subrogation Strategist | December 17, 2015

In Florida, Exculpatory Clauses Do Not Need Express Language Referring to the Exculpated Party's Negligence

The Subrogation Strategist | September 22, 2015

California Homeowners Can Release Future, Unknown Claims Against Builders

The Subrogation Strategist | June 3, 2015

Pennsylvania's Supreme Court Clarifies Pennsylvania's Strict Liability Standard

The Subrogation Strategist | January 15, 2015

Pennsylvania's Supreme Court Limits The Scope Of A Builder's Implied Warranty Of Habitability
The Subrogation Strategist | September 9, 2014

Insurer's Failure To Give Notice Before Repairing Its Insured's Home Bars The Insurer's Subrogation Claim Under California's Right To Repair Act
The Subrogation Strategist | April 24, 2014

Application Of The Economic Loss Rule In Construction Cases In Washington Is A Fact Intensive Inquiry
The Subrogation Strategist | December 18, 2013

In Kansas, Policy, Not Privity, Dictates Whether The Economic Loss Doctrine Applies
The Subrogation Strategist | August 8, 2013

The Theoretical Possibility Of A Manufacturing Defect Does Not Foreclose The Use Of A Res Ipsa Theory
The Subrogation Strategist | May 9, 2013

Rhode Island Recognizes Limits to the Anti-Subrogation Rule
The Subrogation Strategist | February 8, 2013

Illinois Imposes Tough Standard for Pursuing Spoliation Claims
Subrogation Alert | November 20, 2012

Colorado Court Holds That an Alarm Contract's Limitation of Liability Clause Cannot Defeat a Willful or Wanton Breach of Contract Claim
Subrogation Alert | August 16, 2012

Gross Negligence Defeats a Limitation of Liability Clause but Not a Waiver of Subrogation Clause
Subrogation Alert | April 25, 2012

Blog

The Subrogation Strategist