

James H. Crosby

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Biography

James H. Crosby ("Jim") was born in Mobile, Alabama. He graduated from Baldwin County High School in 1968, received an A.B. Degree from Marion Institute in 1969, a B.A. degree in 1971 from Rhodes College, and, in 1974, a J. D. from Cumberland School of Law of Samford University.

Jim is licensed to practice before the Supreme Court of Alabama, the Supreme Court of the United States of America, the United States Courts of Appeal for the Fifth and Eleventh Circuits, the United States District Courts for the Northern, Middle, and Southern Districts of Alabama, and the United States District Court for the Southern District of Texas. He is a member of the Alabama Bar Association, the Mobile Bar Association, the Baldwin County Bar Association, and the Defense Research Institute. His principal areas of practice include business litigation, trials, litigation limitation/management, mass torts, multi-plaintiff defense, products liability, toxic torts, and insurance coverage.

Jim has extensive litigation and trial experience throughout the fifty United States and Canada. He has participated in trials in Rhode Island, New York, Pennsylvania, Virginia, West Virginia, North Carolina, Florida, Alabama, Mississippi, Louisiana, Texas, Arizona, California, Hawaii, Iowa, Minnesota, Michigan, Illinois, Ohio, and the Virgin Islands.

Jim is author of several articles written for the Defense Research Institute ("DRI"), including *Viva Asbestos: Will This Ever Be A Class Act?* (1999); *Who's In Charge Here? A discussion of the relative duties and responsibilities of the employer, the union and the manufacturer/supplier of materials used in the workplace: legal responsibilities, record-keeping, education, right-to-know, testing, industrial hygiene, and other matters* (1991); *What Every New Lawyer Needs to Know and have to Work in Asbestos Litigation - Training and Orienting Asbestos Personal Injury Litigators* (1990); *The American Conference of Governmental Industrial Hygienists: Its History, Its Importance, Its Impact* (1988); and *Integrating New Lawyers in Case Management and File Techniques* (1987). Jim also authored an article and gave a presentation on *State-of-the-Art: A Primer* (Mealey's Asbestos Conference: Advanced Trial Strategies, LexisNexis, Philadelphia 2008).

Jim also is a Civil Law Notary. This specialization allows him to authenticate instruments or acts for recognition in nations that are signatories to the Hague Convention. As a Civil Law Notary, he can "seal" contracts between parties, an act certifying that the contract was explained to all parties by an attorney; the seal increases the burden on a party that may attempt to disavow the terms and conditions of the contract or claim fraud.

Legal Experience

Jim has over 35 years experience as an attorney. For a more complete explanation of his legal experience, please feel free to call Jim or send him an email. Following is a brief sample of Jim's reported decisions:

Johnson v. American Mutual Liability Ins. Co., 368 So. 2d 506 (Ala. 1978)

Represented Clemco Industries against breach of warranty claim related to alleged inhalation of sand during sandblasting operations. Court held that sales occurring prior to enactment of Uniform Commercial Code retained requirement of privity, thus plaintiff's estate had no claim against Clemco for breach of warranty.

Simmons v. Pulmosan Safety Equipment Corp., 471 F. Supp. 999 (S.D. Ala. 1979)

Represented manufacturer against wrongful death action. Successfully moved to dismiss wrongful death action on grounds that separate breach of warranty action previously filed by decedent before death was still pending, and plaintiff, representative of estate, could not prosecute two actions at the same time for the same cause.

Harville v. Johns-Manville Products Corp., et al., 731 F.2d 775 (11th Cir. 1984)

Represented Owens Corning Fiberglass Corporation against asbestos-related claims brought by local shipyard workers. Successfully opposed application of federal maritime law to plaintiffs' claims, resulting in dismissal of some claims and application of state law affirmative defenses.

Langley v. Mutual Fire, Marine and Inland Ins. Co., 512 So. 2d 752 (Ala. 1987)

Represented medical malpractice insurance company against claim by physician that he should have coverage for alleged negligent delivery of child. Obtained summary judgment on the grounds that policy was unambiguous and was a "claims-made" policy limiting coverage to those claims made against insured while policy was in force. Defended claims-made policies against public policy arguments.

Black v. Carey Canada, Inc., et al., 791 F. Supp. 1120 (S.D. Miss. 1990)

Represented Owens-Corning Fiberglass against asbestos claims brought by California residents. Successfully moved to dismiss claims based on lack of personal and subject matter jurisdiction and failure to state a claim under CERCLA.

Calhoun v. Complete Health Care, Inc., 860 F. Supp. 1494 (S.D. Ala. 1994)

Represented pro-bono cancer victim seeking injunction against administrator of employee welfare benefits plan. Administrator had denied preadmission certification for coverage for treatment of breast cancer by high dose chemotherapy. Convinced the court to expedite proceedings and order coverage of treatments.

Perry v. Fleetwood Enterprises, Inc., No. 2:06-cv-502-MEF, 2007 WL 2893410 (M.D. Ala. Sept. 28, 2007)

Represented manufactured housing company against design defect claims. Plaintiff contended that home's design allowed moisture intrusion and deterioration of walls. Court dismissed plaintiff's claims based on our theory that claims were barred by doctrine of implied preemption, given that HUD regulations specifically allowed choice of design for manufactured homes.

Kennedy v. Fleetwood Enterprises, Inc., No. 1:07-cv-728-MEF, 2007 WL 4287374 (M.D. Ala. Dec. 5, 2007)

Successfully opposed motion to remand in a matter of first impression for the Middle District of Alabama. Plaintiff sought declaratory judgment, asking court to appoint an arbitrator. Plaintiff argued remand was proper because there was no monetary value to a declaratory judgment. Court sided with defense argument that the amount in controversy is measured by the underlying claims the plaintiff seeks to arbitrate.