



Jordon Steinway has successfully litigated a diverse range of high-exposure insurance matters throughout the country, having served as lead counsel for domestic and international insurers in coverage and bad faith disputes spanning more than twenty states. Beyond the courtroom, Jordon devotes a substantial part of his practice to counseling insurance industry clients on pre-litigation claims strategy, risk management, claims resolution procedures, and complex coverage inquiries. He also acts as national coordinating counsel for insurers to establish and maintain consistency in positions taken with respect to claims across all jurisdictions. These claims most often arise under commercial general liability, professional liability, law enforcement, business auto, and excess/umbrella policies, and involve the determination of the duty to defend, priority of coverage, allocation, and trigger, among other emerging insurance issues. Jordon also drafts and edits tailored policy forms and endorsement language to meet product goals for an array of general liability and excess liability risks.

Jordon's coverage practice is enhanced by his civil litigation background defending product manufacturers, oil and gas suppliers, general contractors, and service companies against general liability and wrongful death claims. With experience gained from handling the defense of insureds in underlying litigation, Jordon has a broader grasp of coverage considerations, and a decided edge in crafting solutions to challenges faced by insurers.

In 2018, Jordon was selected as one of the "40 Under Forty" Illinois attorneys to watch by Law Bulletin Media, publisher of *Chicago Lawyer* magazine and the *Chicago Daily Law Bulletin*. The honor was given in recognition of Jordon's passion and success in the office and his commitment to helping the community, with peers and clients lauding him as an exceptional legal writer and a strategic, tenacious advocate. He has also been selected for inclusion in the annual "Super Lawyers" list published by Illinois Super Lawyers and has been recognized as an "Emerging Lawyer" in the areas of Insurance, Insurance Coverage, and Reinsurance law. In addition, Jordon is AV Preeminent® peer review rated by Martindale-Hubbell, reflecting the highest peer recognition for ethical standards and legal ability.

PRESENTATIONS

Effective Claims Handling: Best Practices and Avoiding Bad Faith (NBIS Construction and Transport Services, Inc., November 2022)

Sexual Abuse Claims: Recent Trends and Claims Handling Considerations (National Client, September 2022)

Public Entity Risk Solutions: Strategic Underwriting Considerations (National Client, January 2020)

Commercial Auto Claims Handling: Issue Spotting, Coverage Considerations, and Best Practices (York Risk Services Group/AIPSO, August 2019)

Effective Reservation of Rights Letters: Practical Considerations (Munich Re, October 2017)

Committing Good Faith: An Insurer's Obligations When There Is and Is Not Excess Insurance (Swiss Re, October 2015)

Contact Information

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Practice Areas

- Bad Faith
- Commercial General Liability
- Counseling and Risk Management
- Coverage Litigation
- Professional Liability

Education

- Loyola University-Chicago School of Law, J.D. 2004
- Boston University, B.A. 2001, *magna cum laude*

Memberships

- Defense Research Institute
- Claims and Litigation Management Alliance

Admissions

- Illinois
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the Southern District of Illinois
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Western District of Michigan
- Admitted *pro hac vice* in numerous other jurisdictions

PUBLICATIONS

"Illinois Joins State Trend on Malicious Prosecution Claims," Law360 (September 16, 2014)

"Principles of Advertising Injury," comprehensive outline and commentary regarding the relationship and tension between the various layers of coverage and the changes in the world of "advertising injury" liability, written in connection with a presentation sponsored by Lorman Education Services.

"Construction Defect Coverage Issues," discussion of the many complex issues that surround insurance and construction defects, written in connection with a presentation sponsored by Lorman Education Services.

"An Overview of Trademark Protection for Franchisees and Franchisee Associations," distributed to franchisee association representatives at the annual conference of the American Association of Franchisees and Dealers.

REPRESENTATIVE MATTERS

Clear Blue Specialty Ins. Co. v. TFS NY, Inc. d/b/a Sugardaddy's, et al., No. 1:22-cv-01915 (E.D. New York) Obtained summary judgment on behalf of insurer in declaratory judgment action arising from an assault at a nightclub. Addressing an issue of first impression, the district court adopted client's arguments and supporting rationale that the Third Party or Contracted Security Exclusion, added by way of endorsement to the Policy, applied to bar coverage for the underlying tort lawsuit against the club. Judgment was entered in favor of client, which relieved client of any duty to defend or indemnify.

Houston Cas. Co. v. Pepper Construction Co., et al., No. 1:22-cv-00553 (N.D. Illinois) Lead counsel for insurer in declaratory judgment lawsuit against an insured that sought defense and indemnity with respect to an underlying multimillion dollar patent infringement lawsuit. The insured construction company formally withdrew its claim and released HCC of any purported coverage obligation within days of the lawsuit being filed.

Houston Cas. Co. v. Doran Construction, LLC, et al., No. 0:21-cv-01403 (District of Minnesota) Lead counsel for insurer in declaratory judgment action arising from severe injuries that tort claimant suffered as a result of exposure to toxic fumes emanating from spray foam insulation at a construction site. Client asserted that there was no potentiality of coverage based on the applicability of the Total Pollution Exclusion. The insureds ultimately withdrew their respective claims for coverage and released client of any duty to defend or indemnify.

7951 Albion, LLC v. Clear Blue Specialty Ins. Co., No. 2:19-07309 (S.D. New York) Obtained summary judgment on behalf of insurer in declaratory judgment action arising from an assault and battery of a patron at a NYC nightclub. The district court adopted client's arguments and supporting rationale that the Independent Contractors Exclusion, added by way of endorsement to the Policy, applied to bar coverage for the underlying tort lawsuit against the club. Judgment was entered in favor of client, which relieved client of any duty to defend or indemnify.

Princeton Excess and Surplus Lines Ins. Co. v. Houston Independent School District, No. 4:19-cv-03474 (S.D. Texas) Successfully represented insurer in declaratory judgment lawsuit against its insured, a school district that sought indemnity under an excess liability policy for a \$9.2 million jury verdict entered in connection with willful copyright infringement and other statutory violations. The insured school district formally withdrew its claim for coverage and released client of any purported indemnity obligation within two weeks of suit being filed.

Princeton Excess and Surplus Lines Ins. Co. v. Hub City Enterprises, Inc., et al., No. 6:18-cv-1608-ORL-41-GJK (M.D. Florida) Obtained Judgment on the Pleadings on behalf of insurer in coverage dispute regarding the classification of a large inflatable beach ball that caused severe injuries to a bar patron. The dispositive issue was whether the beach ball constituted an "amusement device" as defined in an exclusionary endorsement to the relevant CGL Policy. Court held that the amusement device exclusion applied to bar coverage as a matter of law, which relieved our client of any duty to defend or indemnify.

Princeton Excess and Surplus Lines Ins. Co. v. Precious Pies & Catering LLC, et al., No. 1:17-cv-00572-EGS (District of Columbia) Lead counsel for primary CGL insurer (plaintiff) in declaratory judgment lawsuit arising out of the fatal stabbing of a patron at a D.C. nightclub, with the pivotal coverage issue being whether the insured nightclub provided reasonable notice to PESLIC of the underlying "occurrence" in accordance with the policy conditions

and applicable law. Case settled (terms confidential).

Houston Cas. Co. v. Charter Oak Fire Ins. Co., et al., No. 1:16-cv-00535 (E.D. California) Lead counsel for primary CGL insurer (plaintiff) in complex multi-party declaratory judgment lawsuit involving equitable contribution and equitable subrogation claims against numerous co-insurers and subcontractor insureds arising from two underlying construction defect lawsuits. Case settled after four-month mediation process with client paying only a small fraction of the total defense costs incurred by the insured.

Michigan Millers Mut. Ins. Co. v. Westport Insurance Corporation (f/k/a Employers Reins. Corp.), No. 1:14-cv-00151 (W.D. Michigan) Successfully represented reinsurer in a dispute against its cedent regarding the allocation between multiple reinsurance treaties of \$14 million in loss and claim expense that the cedent incurred in connection with five underlying lawsuits, including bad faith claims for failure-to-settle. Issues involved examination of bad faith liability as between umbrella and primary claims handling, as well as protection of reinsurer communications within its in-house legal department.

American Alternative Ins. Corp. v. Tate Transportation Corp., et al., Nos. 0:14-cv-62549 and 0:15-cv-60374 (S.D. Florida) Successfully litigated declaratory judgment lawsuit against AAIC's insured, and related subrogation lawsuit for breach of contract against the insured's broker, after securing entry of a consent judgment in the full amount of the loss for the settlement of an underlying wrongful death lawsuit. Issues involved business auto liability, and the pursuit of contribution for defense and indemnity from co-insurer of mutual insured, as well as additional funds from the insured's broker.

Country Life Ins. Co., et al. v. Illinois National Insurance Company, et. al., No. 10 L 68 (Cir. Ct. McLean County, IL) Obtained summary judgment for defendant excess insurer, defeating bad faith claims and negating approximately \$8.3 million in potential exposure. The Court held that the damages awarded against Plaintiff in an underlying arbitration were not by reason of liability imposed because of "personal and advertising injury" and, therefore, Illinois National had no indemnity obligation.

Nat'l Union Fire Ins. Co. of Pittsburgh, Pa. v. Mead Johnson & Co., 913 F. Supp. 2d 682 (S.D. Indiana), aff'd, 735 F.3d 539 (7th Cir.) Obtained summary judgment in favor of insurer, negating over \$13 million in potential exposure. The district court held that allegations of false advertising and disparagement, as set forth in ten underlying class action lawsuits, were not "of and concerning" the underlying claimants, and therefore did not implicate "personal and advertising injury" coverage under the applicable liability policy.

Nat'l Union Fire Ins. Co. of Pittsburgh, Pa. v. Mead Johnson & Co., No. 3:11-cv-15 (S.D. Indiana) Obtained summary judgment in favor of insurers. The district court held that the insured's notice to the insurers of an underlying lawsuit, which came seven weeks after the entry of a \$13.5 million adverse jury verdict, constituted a breach of the applicable notice conditions of the insurers' policies as a matter of law, thereby extinguishing any potential for coverage under the policies.

Carrillo v. Morris Material Handling, Inc., No. 1:09-cv-4290 (N.D. Illinois) Secured dismissal, with prejudice, of protracted product liability lawsuit involving claims of catastrophic injury resulting from operation of an overhead crane.