

# Robert W. DiUbaldo

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## Overview

Rob DiUbaldo is a litigator, adviser, and counselor to companies engaged in the insurance, reinsurance, and financial services sectors.

Rob regularly counsels and represents domestic and international insurers and reinsurers on matters involving complex claims, coverage, regulatory, and commercial issues, and has litigated and arbitrated a wide variety of disputes in the P&C, life, and health space. He also has been involved in disputes involving third-party administrators, brokers, managing general agents and underwriters, asset managers, and insolvency proceedings, and advises (re)insurers on contract wording, transactional matters, and treaty/policy drafting, both first-party and third-party coverages.

In the (re)insurance space, Rob is presently acting as national/regional coordinating or lead counsel on thousands of coverage matters involving underlying sex abuse claims arising from “reviver statutes” or similar legislation. In this capacity, he is also representing several major commercial lines insurers and reinsurers in some of the most significant coverage and bankruptcy actions and arbitrations involving sexual abuse/SAM claims.

Rob is the co-chair of the firm’s Property and Casualty Insurance Practice, leads the group’s casualty insurance practice, and is the co-chair of the firm’s reinsurance division.

## Experience

## **Reinsurance Experience**

Represents cedents, reinsurers, run-off vehicles, asset managers, and other entities in the (re)insurance sector in dispute resolution, coverage matters, regulatory and transactional issues, and other matters that require counsel and advice. He has litigated and arbitrated disputes involving a broad range of issues in the P&C and life and health sectors, as well as many specialty lines, such as financial and surety products.

He has substantial experience in matters concerning allocation, aggregation, notice or sunset provisions, follow-the-fortunes and follow-the-settlements, follow-the-form, underwriting and pricing, claims handling, utmost good faith, rescission, insolvency, subrogation, inuring coverage, regulatory issues, and a variety of different types of contract wording disputes arising under facultative certificates and reinsurance treaties.

Specific to the life reinsurance industry, Rob represents cedents and reinsurers in matters involving issues such as premium rate increases under YRT and other types of reinsurance treaties, recapture, actuarial and pricing issues, agent and broker misconduct, and administrative errors, as well as other situations involving reinsured products and customary or bespoke provisions in life reinsurance agreements.

On the P&C side, Rob is representing cedents and reinsurers in a deluge of matters involving sex abuse claims, acting as both coverage/monitoring counsel and arbitration counsel.

He also counsels clients on the drafting of reinsurance contracts and commutation agreements, issues pertaining to (re)insurer insolvencies, and has assisted on transactions in the (re)insurance sector.

## **Property & Casualty, Life & Health and Specialty Lines Insurance Dispute and Coverage Experience**

Acts as coverage counsel for, and litigates and arbitrates on behalf of, insurers in matters involving many different lines of business, including commercial general liability, D&O, E&O, representations and warranties insurance, professional liability, EPL, workers' compensation, pollution, and energy. He has substantial experience, at both the primary and excess layer, with a host of traditional insurance coverage issues, including trigger, exhaustion, allocation, number of occurrences and aggregation, other insurance provisions, scope of coverage, additional insured rights, recoupment, consent to settle or voluntary payment provisions, follow form clauses, and claims-made and notice requirements, as well as with both standard and unique exclusions or endorsements used in the industry.

He has represented and counseled insurers on many different types of claims, including sexual/physical abuse, molestation and assault, construction defect, lead paint exposure, diacetyl exposure, other types of alleged bodily injury, asbestos toxic tort, third-party property damage, antitrust and statutory violations, environmental damage, product contamination, foodborne illness, pollution, and personal and advertising injury exposures. His experience includes representing insurers in matters involving excess policy limit verdicts and settlements or in which bad faith is alleged.

With regard to sex abuse claims, Rob is presently acting as national/regional coordinating counsel and litigation/arbitration counsel for P&C insurers on thousands of matters, including several of the most significant coverage and bankruptcy actions. He leads the firm's "SAM" coverage team that has handled and is presently acting for insurers as coverage counsel for tens of thousands of sex abuse claims arising from "reviver statutes" and similar legislation.

He also assists insurers in the drafting of insurance policy wordings, both in the first- and third-party contexts, and has advised clients in this capacity on wording-related issues arising under property, CGL, E&O, financial lines, and other specialty coverages.

### **Mortgage-Related, Consumer Finance, Title Insurance, and General Commercial Litigation and Dispute Resolution**

Represented financial institutions, lenders, mortgage servicers, title insurers, and other entities in complex litigation, arbitration, and regulatory matters involving, among other things:

- Quiet title claims, disputes involving lien priority or defects, alleged violations of and compliance with TILA, RESPA, HOEPA, and other consumer protection statutes, real property disputes, erroneous satisfaction and lien release matters, loan modification disputes, and disputes involving fraud, contract-based, or negligence claims.
- Provided coverage advice to title insurers and litigated title insurance coverage disputes on matters involving consent to settle provisions, late notice and reporting provisions, bad faith and anti-assignment provisions in the context of access-easement issues, the scope of a carrier's duty to defend for covered and uncovered causes of action, and the applicability of certain exclusions, such as the "assumed or agreed to" exclusion.
- Reinsurance-related issues pertaining to the duty of utmost good faith, follow-the-fortunes, the duty to disclose, the alleged breach of certain underwriting guidelines, and agent misconduct.

Certain reported decisions are listed below.

### **Representative Decisions and Engagements**

#### **Reinsurance**

Rob represents, or has represented, some of the world's leading insurance and reinsurance companies in matters involving hundreds of millions of dollars in claims arising from the P&C, life, and health sectors. Many of these cases arose in the context of confidential arbitration proceedings and thus are not reported. Recent matters include:

- Represents and has represented (re)insurers in various confidential arbitrations and pre-dispute matters involving the ability to increase premium rates under YRT reinsurance treaties.
- Represents and has represented cedents and reinsurers in various confidential arbitrations involving underlying sex abuse and molestation claims and acts as monitoring/coordinates coverage counsel for cedents and reinsurers on matters involving thousands of underlying SAM claims.

- Represents a major P&C insurer in a confidential arbitration and related litigation concerning its cession of numerous workers' compensation claims to excess of loss reinsurance.
- Represents a major life reinsurer in a confidential arbitration involving a cedent's allocation of claims and settlement-related payments under a life reinsurance treaty.
- Recently represented a major health reinsurer in a confidential arbitration concerning utmost good faith, underwriting disclosures, and rescission of a block of business.
- Represented asset manager and reinsurers in the negotiation and implementation of various types of reinsurance structures (traditional and collateralized) covering a multitude of underlying P&C risks.
- Represented a life reinsurer in a confidential arbitration involving the scope of a treaty's contested claims provision, related clauses, and the duty of utmost good faith.
- Represented a cedent in a confidential life reinsurance arbitration involving underlying regulatory settlements and related issues.
- Represented a large global reinsurer in recovering a nine-figure damages award in a confidential arbitration concerning a host of property reinsurance coverages and the effect of subrogation, salvage, and inuring recovery provisions.
- Represented cedents in life reinsurance disputes involving coverage issues pertaining to underlying claims involving alleged broker and agent misconduct.
- Represented numerous cedents and reinsurers in confidential arbitrations involving a host of traditional reinsurance issues, including follow-the-fortunes and follow-the-settlements, allocation, aggregation and number of occurrences, notice and sunset provisions, and utmost good faith.
- *Trustmark Ins. Co. v. Centre Ins. Co.*, No. 1:19-cv-05255 (N.D. Ill. Feb. 20, 2020) (granting cedent's motion to compel arbitration of certain claims arising under an XOL reinsurance treaty).
- *Star Ins. Co. v. Nat'l Union Fire Ins. Co. of Pittsburgh*, No. 2:13-cv-13807 (E.D. Mich. 2013) (obtaining a modification of a preliminary injunction issued against an arbitrator involved in a reinsurance dispute and limiting the scope of the injunction with respect to the arbitrator).
- *Travelers Cas. & Sur. Co. v. Ins. Co. of N. Am.*, Nos. 06-4100, 06-4101 (two separate bench trials in the U.S. District Court for the Eastern District of Pennsylvania), *aff'd*, 609 F.3d 143 (3d Cir. 2010) (concerning the reasonableness of a reinsurance allocation of certain products/non-products claims under follow form facultative certificates).
- *ProNational Ins. Co. v. AXA Liabs. Managers, Inc.*, No. 2:08-cv-02022, 2010 WL 11582987 (N.D. Ala. Jan. 11, 2010) (motion to compel arbitration of claims brought by a cedent against a claims administrator under the Federal Arbitration Act and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards).
- *Seaton Ins. Co. v. Cavell USA*, No. 1:07-cv-07032 (S.D.N.Y. 2008) (granting motion to dismiss complaint in multimillion-dollar fraud action).

- *Suter v. Gen. Accident Ins. Co. of Am.*, No. 2:01-cv-02686, 2006 WL 2000881 (D.N.J. July 17, 2006) (verdict in a bench trial for the reinsurer based on bad faith claims handling and the cession of claims that were outside the scope of the reinsured policy).
- *In re Liquidation of Integrity Ins. Co.*, No. A-6972-03T5, 2006 WL 2795343 (N.J. Super. Ct. App. Div. Oct. 2, 2006), *aff'd*, 935 A.2d 1184 (N.J. Dec. 13, 2007) (representing the Reinsurance Association of America (RAA) in New Jersey state court against an insolvent insurance company's final distribution plan).
- *Travelers Cas. & Sur. Co. v. Ace Am. Reinsurance Co.*, 392 F. Supp. 2d 659 (S.D.N.Y. 2005), *aff'd*, 201 F. App'x 40 (2d Cir. 2006) (representing a ceding company that prevailed in recovering multimillion-dollar claims submitted to its reinsurer).

## Insurance Coverage and Insurance-Related Litigation

- *Nat'l Union Fire Ins. Co. of Pittsburgh v. Roman Catholic Diocese of Brooklyn*, No. 653575/2014 (N.Y. Sup. Ct. 2017) (insurance coverage dispute involving underlying claims of sexual/physical abuse, granting motion for partial summary regarding pro rata allocation of defense and indemnity costs, number of occurrences, and exhaustion of multiple self-insured retentions), *appeal dismissed* (N.Y. App. Div. 2019).
- *AIG Claims, Inc. v. Pier View Condo. Ass'n, Inc.*, No. 157730/2018 (N.Y. Sup. Ct. Apr. 15, 2019) (granting petition to quash non-party subpoena issued by plaintiff in underlying construction defect action seeking the production of documents pertaining to other insurance coverage, policies, and claims-related information).
- *Unimax Corp. v. Continental Ins. Co.*, No. 2016-cv-279282 (Ga. Super. Ct. 2017) (granting motion to dismiss environmental insurance coverage action), *aff'd*, (Ga. Ct. App. 2018), *cert denied*, (Ga. 2018).
- *Francesse v. Am. Modern Ins. Grp., Inc.*, No. 2:17-cv-02246, 2019 WL 1615086 (D. N.J. Apr. 16, 2019) (obtaining dismissal of class action brought against lender-placed insurers and mortgage loan servicers alleging "illegal kickbacks" of premium charges and misappropriation of insurance proceeds based on the "filed-rate" doctrine and mortgagor's lack of standing to pursue policy benefits).
- *Cty. of Suffolk v. Lexington Ins. Co.*, No. 604661/2017 (N.Y. Sup. Ct. 2018) (obtaining summary judgment for second layer excess insurer in dispute involving E&O coverage provided by an excess liability policy, on grounds that the underlying claim was barred by the policy's breach of contract exclusion).
- *Patrico v. Voya Fin., Inc.*, No. 1:16-cv-07070 (S.D.N.Y. 2017) (granting pre-answer motion to dismiss putative class action complaint alleging violation of ERISA based on fees charged for investment advisory services offered to 401(k) plan participants).

- *Scott v. Am. Sec. Ins. Co.*, No. 16-01195 (Bankr. S.D.N.Y. 2017), *aff'd*, No. 1:17-cv-05881, 2018 WL 3104088 (S.D.N.Y. June 21, 2018) (granting motion for judgment on the pleadings with respect to purported insured plaintiff/debtor's adversary complaint, and motion to dismiss cross-claims, without leave to amend, in action alleging various statutory and common law claims related to a property insurance policy).
- *Harbour House (Bal Harbour) Condo. Ass'n, Inc. v. Am. Int'l Specialty Lines Ins. Co.*, No. 15-28921 (Fla. Cir. Ct. 2016) (obtaining pre-answer dismissal of declaratory judgment action brought by a developer seeking additional insured coverage for an underlying construction defect suit under various primary CGL policies issued to a subcontractor involved in a condominium project).
- *Roman Catholic Diocese of Brooklyn v. Nat'l Union Fire Ins. Co. of Pittsburgh*, 87 A.D.3d 1057 (N.Y. App. Div. 2011), *aff'd*, 991 N.E.2d 666 (N.Y. 2013) (summary judgment for insurers in a dispute concerning the number of occurrences for underlying claims of sexual abuse, exhaustion of multiple SIRs, pro rata allocation, and waiver under New York law).
- *Morgan Fuel & Heating Co. v. Lexington Ins. Co.*, No. 272/11 (N.Y. Sup. Ct. Dec. 21, 2011), *aff'd*, 106 A.D.3d 706 (N.Y. App. Div. 2013) (summary judgment for insurers in a dispute concerning the scope of coverage afforded by the insuring agreement of certain CGL policies and application of the policies' workers' compensation exclusion).
- *Murphy v. Allied World Assurance Co. (U.S.)*, No. 1:08-cv-04196, 2009 WL 513747 (S.D.N.Y. Apr. 30, 2009), *aff'd*, 370 F. App'x 193 (2d Cir. 2010) (summary judgment for a D&O excess insurer concerning coverage for the directors and officers of Refco Inc.).
- *Pryor v. AGLIC*, No. 1740/05 (N.J. Super. Ct. June 22, 2007) (motion to dismiss a claim against a professional liability insurer based on late notice and failure to comply with the provisions of a claim made and reported policy).

## Consumer Finance & Title Insurance Defense

- *Saxon Mortg. Servs., Inc. v. Wright*, No. 707856/2017 (N.Y. Sup. Ct. July 22, 2019) (granting lender's motion for summary judgment to secure the cancellation and discharge of record of an erroneous satisfaction of mortgage, declaring the subject mortgages valid and subsisting liens on the subject premises, and striking answer interposed by borrower).
- *Saxon Mortg. Servs., Inc. v. Trovato*, No. 610603/2017 (N.Y. Sup. Ct. July 30, 2018) (obtaining declaratory relief discharging erroneous satisfaction of mortgage and declaring the operative CEMA and mortgages valid and subsisting liens and encumbrances on the subject property).
- *Wilmington Tr. Co. v. Manning*, No. 023957/15 (N.J. Sup. Ct. July 6, 2018) (granting motion for equitable assignment of mortgage).
- *Sirio v. Morgan Stanley*, No. 151132/2014 (N.Y. Sup. Ct. Oct. 29, 2015) (granting pre-answer motion to dismiss complaint against lender and mortgage servicer alleging breach of contract, negligent misrepresentation, promissory estoppel and violations of New York's General Business Law arising from a forbearance agreement and loan modification).

- *Lindow v. Royal Realty Assocs., LLC*, No. 8588/2014 (N.Y. Sup. Ct. 2018) (in quiet title dispute, obtaining dismissal of fraud and unjust enrichment claims brought against insured by plaintiff seeking to unwind a foreclosure judgment and alleging the misappropriation of real property).
- *SMI Home Mortg. v. Solano*, No. 0381270/2009 (N.Y. Sup. Ct. 2017) (obtaining judgment in favor of a mortgage servicer declaring an erroneous satisfaction of mortgage null and void, directing the city register to cancel and discharge said satisfaction of mortgage, and declaring that a CEMA/mortgages are valid and subsisting liens and encumbrances on the subject property).
- *SMI Home Mortg. v. Clemons*, No. 503244/2015 (N.Y. Sup. Ct. Mar. 29, 2016) (vacating an erroneous satisfaction of mortgage and obtaining a declaration that the consolidated mortgages at issue are valid and subsisting liens on the subject property).
- *Brown v. Ocwen Loan Servicing LLC*, No. 8:14-cv-03454, 2015 WL 5008763 (D. Md. Aug. 20, 2015), *aff'd*, 639 F. App'x 200 (4th Cir. 2016) (obtained dismissal for securitized trust's sponsor and depositor in action alleging fraud, violations of TILA, HOEPA, and RESPA, and various other claims).
- *Jean-Baptiste v. Saxon Mortg. Servs., Inc.*, No. CAE13-04688 (Md. Cir. Ct. July 16, 2015) (obtaining dismissal of lawsuit against servicer/lender alleging violations of TILA, Maryland's Consumer Protection Act, and RESPA and asserting claims of rescission, conversion, wrongful foreclosure, and breach of fiduciary duty).
- *Craig v. Saxon Mortg. Servs., Inc.*, No. 2:13-cv-04526, 2015 WL 171234 (E.D.N.Y. Jan. 13, 2015) (obtaining dismissal of complaint alleging fraud, unjust enrichment, violations of the FDCPA and TILA, and other claims against lender/mortgage servicer).
- *Mayor & City Council of Baltimore v. Saxon Mortg. Inc.*, No. 23651-14 (D. Md. 2015) (obtaining dismissal of action against lender alleging certain violations related to abandoned property and seeking fines/violations).
- *SMI Home Mortg. v. Coyne*, No. 17838/2009 (N.Y. Sup. Ct. 2014); *SMI Home Mortg. v. Downs*, No. 18262/2009 (N.Y. Sup. Ct. 2014); *SMI Home Mortg. v. Goodman*, No. 23786/2009 (N.Y. Sup. Ct.); *SMI Home Mortg. v. Sakla*, No. 005220/2009 (N.Y. Sup. Ct.); *SMI Home Mortg. v. Hakanjin*, No. 10870/2009 (N.Y. Sup. Ct.) (obtaining discharge of erroneous satisfaction of mortgage and declaration that CEMAs are valid and subsisting liens on the subject premises, taking priority over other liens).
- *Deramo v. Laffey*, No. 15061/2011 (N.Y. Sup. Ct. 2014) (mortgage servicer not liable in action to determine adverse claims to property under New York's Real Property Actions and Proceedings Law).
- *Suero-Sosa v. Cardona & Saxon Mortg. Servs., Inc.*, 112 A.D.3d 706 (N.Y. App. Div. 2013) (mortgage servicer not liable in tort for a plaintiff's alleged injuries).

## Areas of Focus

## Practices

- Reinsurance
- Banking, Commercial, and Consumer Finance
- Litigation and Trials
- Financial Services Regulatory
- Real Property Litigation
- Title Insurance
- Life, Annuity, and Retirement Litigation
- Consumer Finance
- ERISA Employee Benefit Plan Litigation
- Class Actions

## Industries

- Property & Casualty Insurance
- Banking, Commercial, and Consumer Finance
- Life, Annuity, and Retirement Solutions

## Insights

07.19.2023

New Attestation for Florida Residential Property Insurers

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10.04.2022

Claims Data Reporting – Hurricane Ian

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03.24.2020

Coronavirus Coverage Conundrums

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10.17.2018

Florida Insurance Commissioner Issues Hurricane Michael Emergency Order

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10.12.2016

Post-Hurricane Matthew: Insurance Statutes and Regulations

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12.01.2015

The Arbitrability of Statutes of Limitations in Reinsurance Disputes

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11.19.2015

NY Insurance Law 3420(d)(2) Is Strictly Enforced

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10.27.2014

The Significance of 2nd Circ.'s Indian Harbor Decision

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06.01.2014

US Insurance & Reinsurance Section

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11.01.2013

Hydro-fracking: Potential Growth and Potential Risks

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09.05.2013

What to Expect From NY's Landmark Decision in Diocese

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11.13.2012

Q&A with Attorneys on Emerging Business Insurance Topics

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06.01.2012

Federal Court Finds that Reinsurer is Not Directly Liable to Third Parties

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12.01.2011

Recent Developments in Excess Insurance, Surplus Lines Insurance and Reinsurance Law

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02.24.2009

Second Circuit Finds that Insured Cannot Assert Direct Action against Reinsurer

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12.01.2008

Evolving Issues in Reinsurance Disputes: The Power of Arbitrators

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11.01.2008

Arbitration Round-Up

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09.01.2008

Disregarding the Law

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12.01.2007

US Legal Outlook 2008 - Follow the allocation? Not so fast ...

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10.01.2007

Follow the Fortunes: Implied or Not Implied, That is the Question

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07.01.2007

New York Court Compels Nonparty Discovery in Arbitration

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06.01.2007

Preserving Finality in Commutations

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01.01.2007

Confidentiality in Reinsurance Arbitrations: What Happens When an Arbitrator Breaches the Nondisclosure Agreement?

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News

09.26.2019

Matthew E. Lewis Joins Carlton Fields' Property & Casualty Insurance Practice

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09.12.2019

New York Metro Super Lawyers Honors Carlton Fields Attorneys on 2019 Lists

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02.01.2019

Media Shines Spotlight on Carlton Fields' New Office and Lawyers; Firm Opens New Jersey Office and Bolsters Real Estate and Insurance Litigation Practices

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01.07.2019

Carlton Fields Opens New Jersey Office, Adds Five Attorneys

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11.15.2018

Roben S. West Joins Carlton Fields in Atlanta

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10.18.2018

New York Metro Super Lawyers Honors Carlton Fields Attorneys on 2018 Lists

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08.10.2018

Carlton Fields Adds New York Attorney, Continues 2018 Growth of Property & Casualty Insurance Practice

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05.30.2018

Carlton Fields Adds Two Lawyers, Continues Growth of Property & Casualty Insurance Practice

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08.03.2017

BTI Ranks Carlton Fields among Firms with Best Insurance Industry Client Relationships

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03.02.2017

Insurers Win In NYC Foster Home Abuse Deductible Dispute

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**Recognition**

- [New York Metro Rising Stars](#), *Super Lawyers Magazine* (2011–2019)
- [New Jersey Rising Stars](#), *Super Lawyers Magazine* (2011–2019)
- Insurance Industry Rising Stars, *Reactions Magazine* (2013)

No aspect of this advertisement has been approved by the Supreme Court of New Jersey.

## Professional & Community Involvement

- U.S. Reinsurance Under 40s Group
  - Board Member and Founder
- Fordham Urban Law Journal
  - Board of Directors

## Speaking Engagements

- "Active Shooter and Mass Shooting Events," ReClaims 2023: Navigating the World of Reinsurance Protection When Loss Strikes, Reinsurance Association of America, New York, NY (October 12, 2023)
- "The Impact of Reviver Statutes," Sexual Abuse Litigation and Coverage Conference, Perrin Conferences, New York, NY (October 5, 2023)
- "Supply Chain: Interrupted," Reinsurance Association of America (March 23, 2022)
- "N.Y. Ins. Law § 3420(d)(2): Issues and Considerations," Carlton Fields (March 10, 2022)
- "Missing/Lost Policy Situations: Issues and Considerations," Carlton Fields (March 3, 2022)
- "Insurer's Duty to Defend and Potential Pitfalls in Handling Georgia Claims," Carlton Fields (September 9, 2021)
- "Developments in Reviver Statute Legislation – How Much is the Door Open," Carlton Fields (November 12, 2020)
- "Recent Cases and Developments in Bad Faith Law From Across the Country," Carlton Fields (May 28, 2020)
- "Developments in Reviver Statute Legislation – How Wide Open Is the Door?," ARIAS-U.S. 2019 Spring Conference, Palm Beach, FL (May 9, 2019)
- "Insurance and Reinsurance Coverage for Autonomous Vehicles and Ride Sharing," Demystifying Reinsurance: A Basics of Property/Casualty Reinsurance, Reinsurance Association of America, New York, NY (May 17, 2019)
- "The Year in Review: A Discussion of Significant 2018 Cases Arbitrators Need to Know," ARIAS-U.S., New York, NY (February 2019)

- "KGM Re Case Study," Reinsurance Association of America Re Claims Conference, New York, NY (July 2018)
- "Collateral Damage: The Environmental Impact of Fracking, Mining, and Wastewater Disposal," Reinsurance Association of America, New York, NY (April 2018)
- "An Insurer's Duty to Settle: Factors and Considerations," DRI Insurance Coverage and Practice Symposium, New York, NY (December 2016)
- "The Ever-Changing Duty to Defend and How It's Currently Leading to Bad Faith," ACI Insurance Coverage and Extra-Contractual Disputes Conference, Philadelphia, PA (November 30, 2016)
- "Intervention in Underlying Action for Special Jury Verdicts to Affect Allocation: Questions to Ask in the Underlying Case to Avoid Impairing Coverage Issues," ACI National Forum on Insurance Allocation, New York, NY (June 2016)
- "Cyber Liability," CPCU Society Reinsurance Symposium (March 2016)
- "Supply Chain Risks and Legal/Claims Issues," Reinsurance Association of America Re Underwriting Conference, Bermuda (March 2015)
- "Cyber Risks: What Are the Risks?," CPCU Society Reinsurance Symposium, Philadelphia, PA (March 2015)
- "Reinsurance Contract Wording Issues," IRUA Next Generation Leadership Seminar, New York, NY (July 2014).
- "New York Insurance Law Section 3420(d)(2)," West LegalEdcenter (June 2014)
- "Insurer's Duty to Defend Notwithstanding Coverage Defenses: Part 2," West LegalEdcenter (May 2014)
- "Sports Concussions Litigation – Latest NCAA and High School Research, Developments, and Findings," Perrin Conferences (May 2014)
- "Insurer's Duty to Defend Notwithstanding Coverage Defenses: Part 1," West LegalEdcenter (May 2014)
- "Hydrofracking Risks and Opportunities," International Association of Claim Professionals 2012 Annual Conference, Orlando, FL (September 2012)
- "Climate Change, Extreme Weather Events, and Underwriting Implications," Re Claims 2012, Reinsurance Association of America, New York, NY (October 2012)
- "Effect of an Insured's Bankruptcy and Insolvency on Coverage for Construction Defect and CGL Claims" (December 2011)

## Credentials

### Education

### Court Admissions

- U.S. Court of Appeals, Second Circuit

- Fordham University School of Law (J.D., 2004)
  - Managing Editor, *Fordham Urban Law Journal*
- State University of New York at Binghamton (B.A., 2001)
- U.S. District Court, District of New Jersey
- U.S. District Court, Eastern District of New York
- U.S. District Court, Southern District of New York

## Bar Admissions

- New Jersey
- New York

## Background

- Partner, Locke Lord LLP, New York, NY (2006–2015)
- Associate, Budd Larner PC, Short Hills, NJ and New York (2004–2006)

## Covenant House

Each year, Rob participates in the (Re)insurance Industry “Sleep Out”, a unique charity event that benefits the Covenant House, an organization dedicated to youth homelessness. During the Sleep Out, Rob spends a night at Covenant House, talking with homeless kids and



learning how they're building new lives. At midnight, when the kids go to sleep in their beds, Rob and other professionals in the insurance and financial services industry head outside, to spend the night sleeping in cardboard boxes.

This year, Rob personally raised over \$6,000 for the event, and the event as a whole raised over \$380,000. Over the past 4 years, Rob has raised in excess of \$25,000 through his participation in the Sleep Out event. Rob is also involved with Covenant House throughout the year, assisting with job readiness, training, and placement programs. The New York office of Carlton Fields has hosted Covenant House youth programs over the past two years, providing advice, mentoring and insight to the youth as they start their journey into the workforce or pursue their careers. For more information about the event, or to donate, visit [www.sleepout.org](http://www.sleepout.org).