MARSHALL DENNEHEY

JEFFREY J. IMERI

SHAREHOLDER

AREAS OF PRACTICE

Insurance Services – Coverage & Bad Faith Litigation
Miscellaneous Professional Liability
Environmental & Toxic Tort Litigation
Maritime Litigation

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ADMISSIONS

New York
1990

U.S. District Court Southern District of New York
1991

U.S. District Court Eastern District of New York
1991

U.S. Court of Appeals 2nd Circuit
2006

EDUCATION

New York Law School (J.D., cum laude, 1989)

City University of New York (Queens College) (B.A., 1982; M.S., 1985)

HONORS & AWARDS

New York Metro Super Lawyer
2018-2019

YEAR JOINED

2008

OVERVIEW

Jeff's practice is devoted to the representation of insurance companies and their insureds. He particularly focuses on insurance coverage litigation and the defense of professional liability, premises liability, products liability, environmental, toxic tort, construction defect and automobile claims. Jeff has handled a wide array of complex litigation matters and has defended insurers, financial institutions, auction houses, architects and engineers, real estate managers, physicians, attorneys, insurance brokers, pump manufacturers, repair shops and taverns in New York state and federal courts.

From 2000 to 2004, Jeff served as a senior trial attorney in AIG's Claims Litigation Management Department (Law Offices of Beth Zaro Green) in New York City. His tenure at AIG provided him with the opportunity to learn how an insurance company operates internally and how in-house and outside counsel can best serve the needs of an insurer.

In 1982, Jeff earned his Bachelor of Arts degree and in 1985 his Master of Science Degree, both from the City University of New York. Subsequently Jeff attended New York Law School and earned his *juris doctor* in 1989. During his law school years, Jeff served on New York Law School's *International and Comparative Law Journal* and was selected to participate in the school's Federal Litigation Clinic. He was also a law student clerk for New York State Criminal Court Justice Alfred Kleiman. Before law school, Jeff was a licensed teacher who worked at P.S. 42 in the Lower East Side of New York City.

CLASSES/SEMINARS TAUGHT

Jeff has conducted numerous training seminars for insurance company claim professionals nationwide with respect to proper claim handling, discovery, litigation and the avoidance of bad faith claims.

USAA v. Iannuzzi, Supreme Court of New York, Appellate Division, First Department (2016) – New York's Appellate Division reversed the lower court and decided that, as a matter of law, the defendant insurer was not obligated to defend or indemnify the insured under a homeowners policy with respect to an underlying action alleging assault and battery by the insured.

USAA v. Kearins, Supreme Court of New York, Bronx County (2016) - Summary judgment granted to the defendant insurer in a declaratory judgment action wherein the insured claimed that he was entitled to defense and indemnification with respect to an underlying action alleging sexual assault. The court held that that there was no coverage under a homeowners policy for such allegations of intentional conduct.

Brazenor v. Liberty Mut. Ins. Co., Supreme Court of New York, Nassau County (2013) – Summary judgment granted to the defendant insurer in a declaratory judgment action wherein the insured

claimed that he was entitled to defense and indemnification with respect to an underlying action alleging misappropriation of assets in a trust fund established for a relative of the insured. The court held that there was no coverage for such claims under a homeowners insurance policy.

Rockland Exposition, Inc. v. Great American Assurance Co., 2010 U.S. Dist. LEXIS 103267 (S.D.N.Y.) affirmed, 2011 U.S. App. Lexis 22497 (2d Cir. 2011) - The United States District Court for the Southern District of New York granted the Defendant's motion for summary judgment on the grounds that Plaintiff's notice to its insurer with respect to an underlying trademark infringement claim was untimely as a matter of law. Plaintiff alleged that the policy's notice conditions did not require written notice to the insurer and that oral notice to an insurance broker constituted sufficient and timely notice to the insurer. Plaintiff further contended that it had a valid excuse for its three-month delay in providing written notice because Plaintiff had a good faith belief in its non-liability with respect to the underlying claim. The court rejected all of the Plaintiff's arguments and concluded that, under the applicable law of New York, the Defendant was entitled to a dismissal of the complaint since Plaintiff had failed to satisfy a condition precedent under the general liability policy in question.

Taylor v. Flores, Supreme Court of New York, County of New York (2007) - Plaintiff, the owner of a luxury townhouse in New York City, claimed property damage in excess of $600,000 against the owners of an adjacent townhouse. Plaintiff alleged that the property damage was caused by water emanating from the defendant's sprinkler system. Following a three week trial that included testimony from several experts relating to the cause of the water infiltration, a defense verdict was rendered with a finding that the defendant had no liability for any of the damage to plaintiff's property.

Ramos v. Cooper Investors, 49 A.D.3d 623, 854 N.Y.S.2d 149 (2d Dept. 2008) - The Appellate Division, Second Department unanimously affirmed the dismissal of plaintiff's suit against a hotel wherein plaintiff claimed serious bodily injury due to an allegedly defective walkway in front of the hotel. The court determined that the defendant had established, as a matter of law, that the walkway in question was both open and obvious and not inherently dangerous.

Schwartz v. Resurgent Capital Services, 2009 U.S. Dist. LEXIS 103903 (E.D.N.Y.) - The United States District Court for the Eastern District of New York summarily dismissed a class action against defendant that was based on alleged violations of the Fair Debt Collection Practices Act ("FDCPA"). The court agreed with the defendant collection agency that plaintiff lacked standing to assert individual or class claims under the FDCPA because he was not a consumer and he did not suffer any injurious exposure as a result of the alleged conduct by the defendant.

Roby v. Corporation of Lloyd's, 996 F.2d 1353 (2d Cir. 1993) - The Second Circuit Court of Appeals affirmed the District Court's dismissal of an action brought by certain members of Lloyd's, London, that was based upon allegations of fraud by the defendants and their managing agents.

Stamm v. Barclays Bank of New York, 153 F.3d 30 (2d Cir. 1995) - The Second Circuit Court of Appeals affirmed the District Court's granting of the defendants' motion to dismiss a suit filed by various investors that was based upon alleged violations of securities laws by Lloyd's of London, its syndicates and its bankers.

Fulani v. McAuliffe, 2005 U.S. Dist. LEXIS 20400 (S.D.N.Y.) - The United States District Court for the Southern District of New York granted the Defendants' motions to dismiss the plaintiffs' complaint. Plaintiffs alleged that various public officials and Democratic candidates for the Presidency of the United States, including John Kerry and John Edwards, conspired to keep Independent candidate Ralph Nader off the voting ballots in various states during the 2004 Presidential election. The District Court concluded that the Plaintiffs failed to establish that they were deprived of any federal right with respect to their ability to vote during the election.

North American Van Lines, Inc. v. American International Companies, 11 Misc.3d 1076A (Sup. Ct. N.Y. Co. 2006, aff'd, 38 A.D.3d 450 (1st Dept. 2007) - The Appellate Division, First Department unanimously affirmed the dismissal of plaintiffs' two lawsuits seeking more than $7.5 million in coverage for defense expenses incurred by the plaintiffs with respect to the defense of an underlying bodily injury action. Plaintiffs contended that the defense expenses were covered pursuant to a binder of insurance, even though the subsequently issued insurance policy did not provide coverage for such expenses. The Court rejected plaintiffs' contentions that the insurance policy was merely a draft policy which did not supersede the terms of the previously issued insurance binder.