

Richard T. Valentino
RTValentino LLC
(708) 341-9485
rich@RTValentino.com

Summary of Professional Experience:

Practice concentrated in insurance coverage litigation in Illinois state and federal courts, with substantial experience in tort, commercial and workers compensation litigation. Representation of insurers and policyholders in suits involving commercial transportation, cyber, environmental liability, general liability, homeowners, personal auto, professional liability, umbrella/excess and workers compensation/employer's liability policies.

Education:

- DePaul University, Chicago, B.A., Psychology, June, 1981
- John Marshall Law School, Chicago, J.D., June, 1984
- ISBA Mediation/Arbitration Training, October, 2019

Licensure:

- Illinois State Bar
- U.S. District Courts for the Northern, Central and Southern Districts of Illinois
- U.S. Court of Appeals for the Seventh Circuit

Professional Recognitions:

- Martindale-Hubbell AV Preeminent Rating, 2003 to present
- Best Lawyers in America, Insurance Law and Insurance Litigation, 2013 to present

Professional History:

- **August 2003 through June 2026** - Amundsen Davis LLC, Chicago. Partner, practice concentrating in insurance coverage litigation.
- **February 2002 to August 2003** - Mora, Baugh, Waitzman & Unger, Chicago. Partner, practice concentrated in insurance coverage litigation.
- **February 1995 to February 2002** - McKenna, Storer, Rowe, White & Farrug, Chicago. Partner, practice concentrated in insurance defense and insurance coverage litigation.

- **August 1989 to February 1995** - Kiesler & Berman, Chicago. Associate, practice concentrated in insurance defense litigation.
- **January 1986 to August 1989** - Rotman, Medansky & Elovitz, Chicago. Associate, practice concentrated in plaintiff personal injury litigation.

Reported Decisions:

- ***Consolidated Chassis Mgt., et al. v. Northland Ins. Co.***, 25-1067 (7th Cir., Aug. 5, 2026). Declaratory judgment action, arising from trucking accident involving additional insureds under commercial transportation policy. The court held that, absent a conflict of interest with insurer, additional insureds were not entitled to select their defense counsel in underlying suit at insurer's expense; rather, insurer retained its right under policy to appoint counsel.
- ***Stonegate Ins. Co. v. All City Towing, Inc. et al.***, 2024 IL App (1st) 221769. Insurance and contractual indemnity litigation, arising from battery of Auto Club member by towing vendor's employee. In underlying suit, the court entered judgment for Auto Club, ruling vendor was contractually obligated to indemnify club for cost of its settlement of member's claim and defense costs. In related declaratory judgment action, the court held that vendor's garage policy covered vendor for judgment, based on insured contract exception to contractual liability exclusion.
- ***Travelers Prop. Cas. Co. of Am. v. Benchmark Ins. Co.***, 718 F.Supp.3d 851 (N.D. Ill. 2024). Declaratory judgment action, arising from bodily injury suit brought by tenant's employee against commercial property manager. The court held that manager's liability policy was excess to tenant's policy, on which manager was additional insured, and that manager's insurer was entitled to recover manager's defense costs from tenant's insurer.
- ***Jimenez v. Kiefer***, 622 F.Supp.3d 720 (N.D. Ill. 2022) and 651 F.Supp.3d 925 (N.D. Ill. 2023), aff'd, 100 F.4th 931 (7th Cir. 2024). Post-judgment litigation involving attempted enforcement of \$600,000 consent judgment against personal auto insurer with \$100,000 policy limit. The courts held that (1) enforcement proceeding was independent of plaintiffs' tort suit against insured and removable to federal court based on diversity jurisdiction; and (2) insurer did not breach its duty to defend insured or duty to settle in good faith and, therefore, policy's no-action condition precluded enforcement of judgment against insurer.
- ***Westfield Ins. Co. v. Zaremba Builders II LLC***, 588 F.Supp.3d 858 (N.D. Ill. 2022). Declaratory judgment action arising from underlying suit against insured contractor, alleging defective workmanship in construction of high-end home. The court held that the complaint against insured did not allege covered property damage caused by an occurrence and that mold-related claims were barred by policy's fungi and bacteria exclusion.
- ***Hartford Underwriters Ins. Co. v. Worldwide Transportation Shipping Co.***, 313 F. Supp.3d 919 (N.D. Ill. 2018). Declaratory judgment action arising from death of Iowa-based trucking company's Illinois employee, whose widow brought claim for benefits in

the Illinois Workers Compensation Commission. The court held that employer's Iowa assigned-risk workers compensation policy did not cover Illinois claim; rather, Illinois Workers Compensation Act required that employer have obtained separate coverage for its Illinois operations.

- ***Travelers Personal Ins. Co. v. Edwards***, 2016 IL App (1st) 141595. Declaratory judgment action involving homeowner's policy, arising from rain-related flooding of neighbor's home over many years, allegedly caused by driveway easement which insureds refused to relocate. The court held the repeated flooding was not caused by an accident and, therefore, did not come within policy's insuring agreement. Also, insurer had no duty to defend claim for sanctions against insureds, arising from alleged litigation misconduct.
- ***Westfield Ins. Co. v. Pugh***, 127 F.Supp.3d 913 (N.D. Ill. 2015). Declaratory judgment action involving a commercial auto policy issued to local Boy Scout council. The court held that three-year delay in reporting underlying accident, and one-year delay in reporting resulting suit, materially breached policy's notice conditions, thereby forfeiting coverage.
- ***Westfield Ins. Co. v. Vandenberg***, 796 F.3d 773 (7th Cir. 2015). Declaratory judgment action, arising from accident on chartered yacht, resulting in injury to passenger. The court held that primary and excess commercial liability policies, issued to insured paving business, did not apply to liabilities arising from insured's separate yacht-marketing activities, and, alternatively, that coverage was barred by policies' watercraft exclusions.
- ***Westchester Surplus Lines Ins. Co. v. Stonitsch Const. Co.***, 572 F.Supp.2d 946 (N.D. Ill. 2008). Declaratory judgment action, arising from injury to insured subcontractor's employee on construction project. The court held that general contractor did not qualify as blanket additional insured on subcontractor's policy because no executed contract so required, and rejected contractor's reliance on parol evidence to establish requirement.
- ***Virginia Surety Co. v. Ill. Insurance Guaranty Fund***, 382 Ill. App. 3d 663 (1st Dist. 2008). Declaratory judgment action arising from insolvency of project-specific, owner-controlled insurance program, of which insured contractor was member. The court held that contractor's own workers' compensation policy did not apply to claim of injury on the project by contractor's employee and, therefore, did not constitute "other insurance" under Illinois Insurance Guaranty Fund Act, such that Fund, rather than insurer, covered claim.
- ***SBC Holdings v. Travelers Cas. & Surety Co.***, 374 Ill. App. 3d 1 (1st Dist. 2007). Declaratory judgment action, arising from underlying suit alleging that insured brewery engaged in racial discrimination in connection with sale of beer distributorship. The court held that excess policy's discrimination exclusion barred coverage for suit.
- ***Westfield National Ins. Co. v. Long***, 348 Ill. App. 3d 987 (2d Dist. 2004). Declaratory judgment action, addressing coverage under homeowner's policy for underlying wrongful death suit, alleging liability of insured based on Illinois Drug Dealer Liability Act. The court held that policy's controlled-substances exclusion barred coverage for suit.

- ***Westfield National Ins. Co. v. Continental Community Bank***, 346 Ill. App. 3d 113 (2d Dist. 2004). Declaratory judgment action arising from underlying suit against insured, alleging she facilitated molestation her nieces by her husband. The court held that insured's homeowner's policy's expected-or-intended-injury exclusion barred coverage for suit, notwithstanding underlying allegations framed as negligence.
- ***Sears Roebuck & Co. v. Travelers Cas. & Surety Co.***, 342 Ill. App. 3d 167 (1st Dist. 2003). Coverage litigation involving underlying \$15 million judgment, arising from injuries to mall patron, sustained when department store employee struck her while backing vehicle from auto shop. The court held that coverage was barred by policy's auto exclusion and that the parking exception did not restore it.
- ***Gonzalez v. Evanston Fuel Co.***, 265 Ill. App. 3d 520 (1st Dist. 1994). Personal injury suit presenting then-novel question of assignability of workers' compensation lien. The court held that defendant contractor, which purchased assignment of lien held by plaintiff's employer, could apply lien as setoff against jury verdict for plaintiff.

Publications & Presentations:

- Author and speaker, "Risk Transfer - Liability and Coverage Issues under Illinois Law," presented to Nautilus Insurance Co., March 3, 2015.
- Author, "Certificates of Insurance...Worth the Paper They're Printed On?" Insurance Insight: The Journal of the Independent Insurance Agents of Illinois, September 2009.
- Author, "*Virginia Surety v. Northern Insurance*: Illinois Employers' 'Kotecki Waiver' Liability Does Not Arise From 'Insured Contract'," International Risk Management Institute, CGL Reporter, Autumn 2007 Supplement.
- Expert Commentator, International Risk Management Institute, "Personal Lines - Courts and Coverage," Quarterly Articles, May 2004 - May 2006.
- Speaker, "Coverage Issues Arising in Defendant v. Defendant Litigation," IDC Spring Seminar, March 2003.
- Speaker, "*Institute of London and Beyond*," ISBA Insurance CLE Program, April 2001.
- Author, "Let the Broker Be (A)ware: An Introduction to Illinois Employer Liability Law," Insurance Insight Magazine, November 2000, Vol. IX, No. 2.
- Speaker, "Developing Facts Through Discovery in Coverage Litigation," Illinois Institute of Continuing Legal Education Seminar, November 1999.
- Speaker, "Current Issues in Construction Litigation," CBA Young Lawyer's Section Seminar, October 1998.