Practice Areas

- Casualty & Specialty Lines Coverage
- Insurance Coverage
- Professional Liability Insurance Coverage

Industry Sectors

- Climate Change
- Insurance

Education

- New York University School of Law, J.D., 2006
- Columbia University, B.A., 2002

Bar Admissions

- Massachusetts
- New York
- Washington

Jonathan Toren

Co-Chair, Casualty & Specialty Lines Coverage

Seattle

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Jonathan Toren practices insurance coverage and bad faith litigation and advises insurers on claims and coverage issues in a wide variety of industries and coverage types.

Jonathan has represented insurers in high-profile, mass-tort litigation in both state and federal courts, involving dozens of claimants and tens of millions in exposure, including several matters involving sexual abuse. Jonathan also has extensive experience and a particular focus in product recall and product liability coverage. Jonathan has also advised on and litigated insurance coverage issues relating to directors & officers liability, environmental liability, intellectual property, construction defects, personal injury, financial errors & omissions, medical malpractice, and other types of professional liability. Jonathan has experience in all phases of litigation through trial and appeals. He has briefed and argued appeals to the Washington Court of Appeals (both Division I and Division II), the New York Appellate Division, First Department, and the U.S. Court of Appeals for the Sixth and Ninth Circuits.

Jonathan earned his J.D. from New York University School of Law, and his bachelor's degree from Columbia University.

Experience

Obtained a $22 million win on summary judgment regarding the applicable limits of insurance in a high-profile, mass tort case in U.S. bankruptcy court.

Won summary judgment for the insurer in a pollution coverage dispute stemming from an accidental explosion and chemical plume at the insured's facility early in its 3-year policy period. Under a special, limited coverage grant for certain mitigation expenses called “strategic response costs,” the client preemptively paid the medical expenses of hundreds of individuals treated at local hospitals from exposure to the plume, and also paid to defend and settle a handful of actual claims and lawsuits. When the insured failed to renew coverage, the client denied coverage as to two subsequently filed personal injury lawsuits. The insured argued that the handling of the prior medical expenses amounted to an admission that everyone who was treated for injuries automatically made a “claim” at that time. In granting our motion for summary judgment, the court enforced the policy’s unambiguous “claims-made” language and found that the insured had produced no evidence that the plaintiffs in question had made actual “claims” during the policy period.

Successfully moved for judgment on the pleadings on behalf of an insurance company seeking a declaration that it was not obligated to defend or indemnify a $40 million breach of contract action against its insured, which designs, manufactures, and supplies tunnel-boring machines (TBM). This result was affirmed by the U.S. Court of Appeals for the Sixth Circuit. The underlying action arose when the insured rented out a TBM for use on a tunnel project, and the TBM failed, causing the general contractor to terminate its rental agreement with the insured and initiate arbitration seeking consequential damages for delays to the project. In granting our motion, the court agreed that the underlying action fell within policy exclusions for contract-related claims, for damage to the insured's property, and for "property damage" caused by an "occurrence."

Obtained a writ of pre-judgment attachment for $2.5 million, plus interest, which represented the

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amount our insurance company client paid to its insured as clean-up costs (under a full reservation of rights) pending an investigation into the cause of a chemical spill, explosion, and fire at a wastewater treatment facility. After we filed a declaratory relief action, seeking resolution of the coverage issues, several employees of the insured, including its upper management, were indicted for crimes relating to the operations of the facility, further impacting the coverage disputes. Then, upon learning the insured was negotiating the sale of the company, we sought a Pre-Judgment Attachment in an effort to protect our client's assets and guarantee repayment if we succeed in the declaratory relief action. In granting the Application for Pre-Judgment Attachment, the trial court found that we established the probable viability of our client's underlying claims that the loss at issue was not covered, and for rescission on the grounds of misrepresentation. This Pre-Judgment attachment order was affirmed on appeal.

Won summary judgment in a case centering on whether our client properly treated a claims-made E&O policy as cancelled, and therefore properly denied coverage of a malpractice claim. The lender through which the insured financed the policy had issued a notice of cancellation to the insured, due to its default on the loan, before the claim was reported. In granting our motion, the court rejected the insured's argument that the policy cancellation was ineffective for lack of notice to the insurer. The court accepted our argument that the controlling statute does not permit an insured to sue an insurer on a cancelled policy based on a lender's failure to notify the insurer of the cancellation.

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