



## Laura J. Hanson

### Partner

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### Overview

Laura serves as Chair of the Insurance Coverage practice group for the firm's Minneapolis office. She focuses her practice on commercial insurance coverage—particularly environmental and construction defect claims and litigation, which she has handled throughout the United States in the state and federal trial and appeals courts. She has appeared in three state supreme courts and four different federal circuit courts of appeals.

Her practice also includes insurance coverage disputes under life, health and disability policies; medical stop-loss policies; and insurance agent errors and omissions policies.

Laura has the experience to advise her clients on the potential outcomes and cost of litigation and let that drive the strategy. She's passionate about achieving her client's goals by looking at individual cases and claims in the context of the client's business and strategy.

Laura repeatedly has been named to the *Super Lawyers*® list in the category of insurance coverage by Minnesota *Super Lawyers* magazine. She has also appeared in that publication's list of Top 100 Women Super Lawyers. She is also listed in *The Best Lawyers in America*® for her insurance coverage practice. Laura is named a Fellow in the American College of Coverage Counsel.

In addition to her legal practice, Laura served as co-chair of the Section of Litigation's Insurance Coverage Litigation Committee for the American Bar Association from 2013-2016. She served as vice-chair for the 2008 meeting of the Insurance Coverage Litigation Committee of the American Bar Association and she served as the chair for that meeting in 2009. She is a member of the Defense Research Institute and a speaker at insurance conferences sponsored by Defense Research Institute and the American Bar Association.

### Services

- ◆ Commercial Litigation
- ◆ Insurance
  - ◇ Insurance - Bad Faith
  - ◇ Insurance Coverage
  - ◇ Insurance - Reinsurance

### State Bar Admissions

- ◆ Minnesota, 1985
- ◆ Montana, 2011
- ◆ South Dakota, 2009
- ◆ Wisconsin, 2001

### Federal Court Admissions

- ◆ United States Court of Appeals, Fourth Circuit, 1995
- ◆ United States Court of Appeals, Sixth Circuit, 1990
- ◆ United States Court of Appeals, Eighth Circuit, 1986
- ◆ United States Court of Appeals, Eleventh Circuit, 1995
- ◆ United States District Court, Central District of Illinois, 1993
- ◆ United States District Court, District of Minnesota, 1985
- ◆ United States District Court, District of Montana, 2011
- ◆ United States District Court, District of North Dakota, 2014
- ◆ United States District Court, Eastern District of Wisconsin, 1992

Laura has also published articles in insurance publications, including Claims Magazine, and the publication of National Association of Mutual Insurance Companies (NAMIC).

## Education

- ◆ University of Notre Dame Law School, J.D., 1985
- ◆ Missouri Western State College, B.S., *cum laude*, 1982



## Experience

### Significant Cases

- ◆ *American Economy Ins. Co. v. Aspen Way*, 2015 WL 5680134 and 2015 WL 7871337 (D. Montana 2015) aff'd (9th Cir. 2017)(insurers had no duty to defend ECPA claim against insured because exclusion applied, and insurers were entitled to reimbursement of defense costs paid)
- ◆ *Cleveland Freightliner v. Federated Service Insurance Company*, 2011 WL 2461862 and 2010 WL 395626 (N.D. Ohio 2010) aff'd (6th Cir. 2011)(Insurer had no duty to defend lawsuit against insured over faulty financing, misrepresentation and fraud, because underlying suit did not allege an occurrence or property damage)
- ◆ *Whiteville Oil Co. v. Federated Mut. Ins. Co.*, 889 F. Supp. 241 (E.D.N.C. 1995) aff'd 87 F.3d 1310 (4th Cir. 1996)(no coverage for environmental contamination caused by petroleum release under the "personal injury" coverage provisions of general liability policy)
- ◆ *Application of Crown CoCo., Inc.*, 458 N.W.2d 132 (Minn. App. 1990)(Minnesota Petrofund Board's decision that insured claims for clean-up costs were not reimbursable constituted an illegal rule)
- ◆ *Boardman Petroleum v. Federated Mut. Ins. Co.*, 926 F. Supp. 1566 (S. D. Ga. 1995), appealed to Eleventh Circuit Court of Appeals, certified to Georgia Supreme Court at 119 F.3d 883 (July 29, 1997)(certified questions include (1)whether the appropriate trigger of coverage for environmental contamination is manifestation or exposure; and (2)whether the owned property exclusion applies to bar coverage for contamination limited to the insured's site, where the insured, under Georgia law, owns the groundwater beneath its site). On Feb. 23, 1998, the Georgia Supreme Court ruled only on the second certified question, and held in Federated's favor that the owned property exclusion applied to bar coverage. Opinion is reported at 269 Ga. 326, 498 S.E.2d 492 (1998)
- ◆ *Dilmar Oil Co. v. Federated Mut. Ins. Co.*, 986 F.Supp. 959 (D.S.C. 1997) aff'd at 129 F.3d 116 (4th Cir. 1997)(court held on summary judgment that insured's claims for coverage under the pollution liability policies were barred by the statute of limitations, and that a subsequent claim at one site was not made within the policy period of the claims made pollution policy and was therefore not covered)
- ◆ *A.J. Hall v. Federated Mut. Ins. Co.*, (A.J. Hall I) 1996 WL 23368 (Tenn.App. 1996)(trial court ruled on summary judgment that there was no coverage under Federated's pollution policy, and the court of appeals affirmed, holding that "under a 'claims made' policy limitation," an untimely claim will not be recognized even though the cause of the claim occurred during the policy period.")

- ◆ *A.J. Hall v. Federated Mut. Ins. Co.*, (A.J. Hall II) 1996 WL 23368 (E. D.Tenn. 1995) aff'd 89 F.3d 832 (6th Cir. 1996)(court granted Federated's motion for summary judgment holding that the term "claim" as used in the policy is unambiguous, a later third party claim made after the policy expired is not covered, and does not "date back" to an earlier claim for coverage)
- ◆ *Kenefick v. Hitchcock*, 522 N.W.2d 261 (Wis. App. 1994)(court of appeals affirmed trial court ruling in Federated's favor on summary judgment that there was no coverage under "occurrence" based policy because insured did not meet its burden of proof that property damage took place during the policy period, and there was no coverage under the "claims made" pollution policy because no claim was made during the policy period)
- ◆ *Spartan Petroleum v. Federated Mut. Ins. Co.*, 162 F.3d 805, 29 Env'tl. L. Rep. 20, 393 (4th Cir. 1998) (decision issued December 17, 1998)(Fourth Circuit Court of Appeals reversed the district court and held that property damage occurs when the underlying claimant's property damage takes place, not when the insured's damage takes place; court also held that when damages are allocated over multiple years, the insured is responsible for its proportionate share of damages during years in which it was self-insured)

## Professional Affiliations

- ◆ American Bar Association
  - ◇ Co-chair, Section of Litigation's Insurance Coverage Litigation Committee
- ◆ Minnesota Defense Lawyers Association
- ◆ Defense Research Institute
  - ◇ Insurance Law Committee
- ◆ Minnesota Women Lawyers

## Notable

### Accolades

- ◆ Fellow, The American College of Coverage Counsel (ACCC), established in 2012, is the preeminent association of U.S. and Canadian lawyers who represent the interests of insurers and policyholders.
- ◆ Selected for inclusion in The Best Lawyers in America® in the area of Insurance Law, 2010-2025
- ◆ Selected for inclusion in the Minnesota Super Lawyers® list in the area of Insurance Coverage, Thomson Reuters, (only five percent of lawyers in the state were selected), 2004-2024
- ◆ Selected for inclusion in "Minnesota's Top Lawyers" list in the area of Insurance Law, *Minnesota Monthly*, 2023
- ◆ Recognized in the list of Top 100 Women Minnesota Super Lawyers, 2007-2008
- ◆ Awarded the highest possible Martindale-Hubbell Peer Review Rating, AV® Preeminent™ (AV is a registered certification mark of Reed Elsevier Properties Inc., used in accordance with the Martindale-Hubbell certification procedures, standards and policies)