







## Bradley M. Jones

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### Overview

For 40 years, Bradley Jones has represented clients in a variety of litigation matters and transactions. He is recognized nationally, and locally as a leader in several practice areas.

Bradley focuses his practice on litigation, including (1) general commercial disputes; (2) director and officer claims; (3) professional liability defense; (4) employment claims; (5) products liability claims; and (6) insurance coverage and extra-contractual liability disputes arising out of a variety of liability, property, life, and accident and health insurance products. His clients include businesses and individuals, self-insureds, third-party administrators and insurers.

Bradley's insurance practice involves claims and litigation across the country.

### Education

- ◆ Seton Hall University Law Center, J.D., *cum laude*, 1978
- ◆ Minnesota State University, B.A., *cum laude*, 1974



### Experience

#### Reported Opinions

- ◆ *Linda E. Walsh, v. Warren C. Anderson, et al.*, 2016 WL 7439087 (Minn. Ct. App. Dec. 27, 2016), review denied (Minn. March 14, 2017). Client sued attorney and law firm, alleging that they committed legal malpractice in representing both her and her husband in estate planning matters after she filed for, and then withdrew the petition for, divorce. Appellant alleged

### Services

- ◆ Oil & Gas
- ◆ Commercial Litigation
- ◆ Employment
- ◆ Securities and Financial Services
- ◆ Products Liability
- ◆ Professional Liability
- ◆ Construction
- ◆ Insurance
  - ◇ Insurance - Bad Faith
  - ◇ Insurance Coverage
  - ◇ Insurance - Reinsurance

### State Bar Admissions

- ◆ Minnesota, 1978
- ◆ North Dakota, 1984
- ◆ Wisconsin, 1985
- ◆ Not admitted in Arizona

### Federal Court Admissions

- ◆ United States Supreme Court, 1982
- ◆ United States Court of Appeals, Fifth Circuit, 1993
- ◆ United States Court of Appeals, Sixth Circuit, 1989
- ◆ United States Court of Appeals, Seventh Circuit, 1985
- ◆ United States Court of Appeals, Eighth Circuit, 1979
- ◆ United States District Court, Central District of Illinois, 2001
- ◆ United States District Court, Northern District of Illinois, 2017
- ◆ United States District Court, District of Minnesota, 1978
- ◆ United States District Court,

that lawyers breached their fiduciary duties by having her sign estate planning documents that were allegedly not in her interest and that they were negligent in allowing her to sign the estate planning documents when the plan allegedly resulted in her taking less than her “fair” share. In accordance with state statute, Appellant submitted an affidavit of expert disclosure providing detailed opinions regarding the Respondents’ duty and alleged breach thereof but stated no more than that the breach “caused [Appellant’s] injury.” The district court granted lawyers’ motion to dismiss based on recently restated Minnesota Supreme Court case law requiring that expert affidavits provide “meaningful information” summarizing the expert’s opinion on how the defendant’s actions were the proximate cause of a plaintiff’s alleged injuries, and stating that a fatal flaw – such as the failure to provide detailed opinions regarding causation – rendered Appellant ineligible for the statute’s safe harbor provision. The court of appeals affirmed the dismissal, determining that district court properly applied the relevant case law when it determined that the expert affidavit’s statement of causation was not sufficient to meet the standard established by the Minnesota Supreme Court in *Brown-Wilbert, Inc. v. Copeland Buhl & Co. P.L.L.P. and Guzick v. Kimball*.

- ◆ *Recall Total Info. Mgmt., Inc. v. Fed. Ins. Co.*, 317 Conn. 46, 115 A.3d 458 (2015) (affirming the appellate court’s affirmance of the trial court’s order granting summary judgment in favor of insurer on duty to defend claims arising out of the loss of tapes with personal employee information on them, holding that the appellate court’s reasoning was sound: (1) “there was no breach of the duty to defend that would preclude the defendants from raising coverage defenses because the settlement negotiations involving the plaintiffs and [the employer] did not constitute a ‘[s]uit’ or ‘other dispute resolution proceeding,’ which, pursuant to the policies, would have triggered a duty to defend,” and (2) “the loss of the computer tapes did not constitute a ‘personal injury’ as defined by the policies because there had been no ‘publication’ of the information stored on the tapes resulting in a violation of a person’s right to privacy”) We were coverage counsel and then monitoring counsel and participated in developing the case.
- ◆ *Scottsdale Indem. Co. v. Village of Crestwood*, 673 F.3d 715 (7th Cir. 2012) (pollution exclusions bar coverage, thus no duty to defend and no \$50 million policy-limits exposure in response to claims that Illinois municipality provided contaminated drinking water to its residents for more than twenty years; municipal distribution of contaminated water is “traditional environmental pollution” even though village was not original source of pollution; pollution exclusion bars coverage even though distributing drinking water might constitute “core business” of the municipality)
- ◆ *Charles Stafford v. Scottsdale Ins. Co.*, No. 10-1397 (3d Cir.) (December 3, 2010) (applying N.J. law), reh’g en banc den. (Jan. 4, 2011) (finding no duty to defend or indemnify under homeowner’s policy based upon animal exclusion)
- ◆ *Piper Jaffray Companies, Inc. v. National Union Fire Insurance Co.*, 967 F.Supp. 1148 (D.Minn. 1997); 38 F.Supp.2d 771 (D.Minn. 1999) (directors’ and officers’ liability insurance coverage)
- ◆ *Domtar, Inc. v. Niagara Fire Insurance Co.*, reported cases at 563 N.W.3d 724 (Minn. 1997); 552 N.W.2d 738 (Minn.App. 1996); 533 N.W.2d 25 (Minn. 1995); 518 N.W.2d 58 (Minn.App. 1994) (environmental liability insurance coverage and personal jurisdiction)
- ◆ *F.D.I.C. v. Bowen*, 865 P.2d 868 (Colo.App. 1993) (regulatory exclusion declared unenforceable in D&O policy and/or fidelity bond, which led to our participation in the creation of a statute in the State of Colorado, stating that the regulatory exclusion is to be enforced)
- ◆ *Continental Casualty Co. v. Kinsey*, 499 N.W.2d 574 (N.D. 1993) (lawyer’s professional liability insurance coverage for punitive damages, treble damages, and fraud)
- ◆ *Ebenezer Society v. Dryvit Systems, Inc.*, 453 N.W.2d 545 (Minn.App. 1990) (procedures to bring judgment garnishment actions against insurers strictly enforced)
- ◆ *Baker v. CNA Insurance Cos.*, 123 F.R.D. 322 (D.Mont. 1988) (scope of discovery in an extra-contractual liability case)
- ◆ *Jostens, Inc. v. CNA Ins./Continental Casualty Co.*, 386 N.W.2d 257 (Minn.App. 1986) (insurance coverage under CGL policy for settlement of an employment discrimination class action case)
- ◆ *Manufacturers Gasket Co. v. Transcontinental Insurance Co.*, 9 F.3d 1548, 1993 WL 468905 (6th Cir. (Ohio) Nov. 12,

District of Montana, 1990

- ◆ United States District Court, District of North Dakota, 1984
- ◆ United States District Court, Eastern District of Wisconsin, 1985
- ◆ United States District Court, Western District of Wisconsin, 1985

1993) (Table) (no coverage for products liability claim because of pollution exclusion)

- ◆ *Kennison v. Wellington Insurance Co.*, 582 N.W.2d 69, (Wisc.Ct.App.) pet. for rev. denied (June 12, 1998) (Wisconsin direct action against insurer prohibited where insured was not sued before statute of limitations ran)
- ◆ *Wendt v. Sojourn*, 1997 WL 471283 (No. C3-97-115, Minn.App., Aug. 19, 1997) (summary judgment affirmed in favor of tenant against elderly plaintiff who stepped off a curb and fell)
- ◆ *Witzman v. Lehrman, Lehrman & Flom*, 601 N.W.2d 179 (Minn.App. 1999) (establishes Minnesota common law elements for joint tortuous concerted conduct in context of professional liability claim against accountant)

## Professional Affiliations

- ◆ American Bar Association—Involved member of the following sections:
  - ◇ Business Law Section
  - ◇ Litigation Section
  - ◇ Tort Trial and Insurance Practice Section
  - ◇ Excess and Surplus Lines Committee, Vice-Chair (1996-2003)
  - ◇ Professionalism Committee, Member (2000-2001)
  - ◇ Intellectual Property Committee, Chair-Elect (1998), Chair (1998-1999), Vice-Chair (1999-2001)
  - ◇ Emerging Issues Committee, Member (1999-2000)
  - ◇ Membership Committee, Member (1993-1994)
  - ◇ Membership Involvement Committee, Chair (1992-1993)
  - ◇ Professional, Directors' & Officers' Liability Law Committee, Chair (1989-1990)
  - ◇ Claims & Litigation Management (CLM) Alliance, President, CLM Twin Cities Chapter (2016-Present)
  - ◇ The Harmonie Group, President (2001-2003); President-Elect (1999-2001); and Board Member (1997-Present). The Harmonie Group ([www.harmonie.org](http://www.harmonie.org)) is a law firm affiliation group comprised of leading claim litigation defense law firms located in the major metropolitan areas of the United States. Its independent law firm members provide legal services to insurers, third-party administrators, and self-insureds. With more than 3,000 lawyers in 58 member law firms in the United States, Mexico and Europe, The Harmonie Group is believed to be the largest affiliation group of its kind. It is affiliated with a similar organization of Canadian lawyers, Canadian Litigation Counsel ([www.clcnw.com](http://www.clcnw.com)), and with individual law firms in Europe and Asia.
- ◆ Professional Liability Underwriting Society, Member of the national organization (1998-Present) and Co-Chair, North Central States Chapter (1999)
- ◆ International Association of Defense Counsel, Member (1998-Present)
- ◆ Minnesota State Bar Association
- ◆ Hennepin County Bar Association

## Community Involvement

- ◆ President, French Creek Owners' Association, Orono, MN (managed the financial affairs and operations of this private real estate development), 1994-2002

- ◆ Member, Board of Directors, Pinnacle Canyon Las Ventanas Homeowners' Association, Scottsdale, AZ (participated in managing the financial affairs and operations of this private real estate development), 2004-2007

## Notable

### Accolades

- ◆ Selected for inclusion in The Best Lawyers in America® in the area of Insurance Law, 2007-2023
- ◆ Selected for inclusion in the Minnesota Super Lawyers® list in the area of Business Litigation, Thomson Reuters (only five percent of lawyers in the state were selected), 2005-2022
- ◆ Selected for inclusion in The Best of the U.S. Inc.'s list of the Best Service Professionals in the United States under Lawyers, Insurance
- ◆ 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)