



## Robert A. Justman

### Partner

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### Overview

Rob represents insurance companies on coverage matters. He works with claims professionals through the interpretation and application of insurance policies. He drafts coverage opinions and crafts coverage position letters to uphold the insurance contract. He spends the majority of his time litigating coverage actions, including declaratory judgment actions, equitable contribution actions, and defending against coverage and bad faith lawsuits.

Rob's coverage practice touches each of the Rocky Mountain States. Rob offers coverage advice, recommendations, and prosecutes coverage actions in states around the country. But he focuses his coverage litigation in Arizona, Utah, Colorado, New Mexico, and Nevada. Rob is admitted to the Arizona state and federal courts, the Utah state and federal courts, and the federal courts for the states of Colorado and New Mexico. Rob also maintains licenses before the United States Courts of Appeals for the Ninth Circuit and Tenth Circuit.

In any given case, the focus is on successfully representing the client. Yet it is equally important to Rob to forge a good working relationship with a foundation of rapport and trust. Good advice, counsel, and strategy coupled with collaboration is the goal.

If you have spoken with Rob, you know that outside the office he remains as busy as in the office. He is a proud parent of four children, and spends time with his wife, April, making memories with the children.

### Services

- ◆ Appellate
- ◆ Professional Liability
- ◆ Insurance
  - ◇ Insurance - Bad Faith
  - ◇ Insurance Coverage
  - ◇ Insurance - Reinsurance

### State Bar Admissions

- ◆ Arizona, 2006
- ◆ Utah, 2004

### Federal Court Admissions

- ◆ United States Court of Appeals, Ninth Circuit
- ◆ United States Court of Appeals, Tenth Circuit
- ◆ United States District Court, District of Arizona, 2006
- ◆ United States District Court, District of Colorado, 2022
- ◆ United States District Court, District of New Mexico, 2022
- ◆ United States District Court, District of Utah, 2004



## Speaking Engagements & Published Articles

- ◆ Faculty and Speaker, 2023 Insurance Institute, "Claims Made Coverage" State Bar of Arizona (Phoenix, June 2023)
- ◆ Faculty and Speaker, 2021 Arizona Insurance Law Symposium, "Expected or Intended Injuries and Damages" State Bar of Arizona (Phoenix, May 2021)
- ◆ Faculty and Speaker, 2020 Arizona Insurance Law Institute, "Bad Faith" State Bar of Arizona (Phoenix, August 2020)
- ◆ Faculty and Speaker, 2017 Arizona Insurance Law Institute, "Excess Liability Coverage" State Bar of Arizona (Phoenix, June 2017)
- ◆ Faculty and Speaker, 2016 Arizona Insurance Law Institute, "Insurance Coverage for Construction Defect Claims" State Bar of Arizona (Phoenix, February 2016)
- ◆ Faculty and Speaker, 2015 Arizona Insurance Law Institute, "Claims Made Coverage" State Bar of Arizona (Phoenix, January 2015)
- ◆ Faculty and Speaker, 2013 Arizona Insurance Law Institute, "Auto Liability Coverage" State Bar of Arizona (Phoenix, January 2013)
- ◆ Co-Author for Arizona section, "Professional Liability Insurance: A Compendium of State Law" published by the Defense Research Institute (October 2012)
- ◆ Faculty and Speaker, 2012 Arizona Insurance Law Institute, "Commercial General Liability Coverage" State Bar of Arizona (Phoenix, January 2012)
- ◆ Faculty and Speaker, Insurance Coverage Litigation, "Defending the Insurance Contract" Law Review CLE (Phoenix, January 2012)
- ◆ Author, "Insurance Coverage for Progressive Construction Defect Losses" ABA Insurance Coverage Litigation Newsletter (Winter 2008)
- ◆ Author, Case summaries for the CGL Reporter, published by IRMI (2005-2008)

## Education

- ◆ University of Utah College of Law, J.D., cum laude, 2004
- ◆ University of Utah, B.S., cum laude, 2000

## Experience

### Representative Cases

- ◆ *Continental Casualty Co. v. Platinum Training LLC, et al.*, --- F.Supp.3d ---, 2021 WL 3491948 (D.Ariz. 2021) (\$17 million judgment fell outside coverage afforded by commercial general liability policies because the defendant did not qualify as an insured for the tortious conduct).
- ◆ *City of Phoenix v. First State Insurance Company, et al.*, 727 Fed.Appx. 296 (9th Cir. 2018) (insurance carrier owed no coverage for \$1.9 million in defense expenses and indemnity payments on wrongful death suit because self-insured retention would not be construed as eroding by payment of defense expenses and indemnity payments did not exceed the SIR).
- ◆ *Geurden v. Quantum Transportation, et al.*, 298 F.Supp.3d 1222 (D.Ariz. 2018) (insurance carrier not bound by purported Damron Agreement for \$25 million since the carrier did not actually breach the duty to defend and the anticipatory breach of policy obligations cannot be the predicate for a Damron Agreement).
- ◆ *Colony Insurance Company v. Estate of Lakeisha Anderson*, 2016 WL 796983 (Ariz. App. 2016) (holding that \$2.2 million judgment against insured group home for death of resident fell outside the coverage of claims-made-and-reported policy in effect at time of death because claim was not reported during the policy period, further, death fell outside the coverage of the second claims-made-and-reported policy given the retroactive date).
- ◆ *Nelson v. Navigator Insurance Company*, 624 Fed.Appx. 599 (9th Cir. 2015) (holding that general liability insurer did not provide coverage for \$4.2 million judgment on spoliation of evidence suit under CGL Policy and Excess Policy because spoliation of evidence is for economic loss, not bodily injury or property damage, and the Insured's subjective expectation of coverage for the suit did not rise to the level of objective reasonableness under the evidence presented).

- ◆ *Continental Casualty Company v. Evans*, 2015 WL 11120680 (D.Ariz. 2015) (insurer not liable on jury verdict against the insured for over \$500,000 because prior knowledge exclusion in claims made policy barred coverage).
- ◆ *Nat'l Fire Ins. Co. of Hartford, et al. v. Lewis, M.D., et al.*, 898 F.Supp.2d 1132 (D.Ariz. 2012) (holding that general liability insurer did not have a duty to indemnify insured medical practice in eight underlying lawsuits for vicarious liability and negligent hiring, supervision and retention of cardiologist to the extent that the cardiologist groped and fondled the breasts of his female patients because such conduct, and all derivative theories of liability arising from such conduct, fell within the professional services exclusion).
- ◆ *American Casualty Co. of Reading, Pennsylvania v. United National Ins. Co.*, 2012 WL 2415540 (Ariz. App. 2012) (holding that settlement by client-insurer could not be undone by proposed intervenor-insurer as proposed intervenor-insurer did not seek timely intervention and lacked sufficient interest to merit intervention as of right).
- ◆ *Nationwide Mutual Fire Ins. Co. v. Jones*, 695 F.Supp.2d 978 (D.Ariz. 2010) (motor vehicle exclusion precluded coverage for ATV accident on public street).
- ◆ *Monterey Homes Arizona, Inc. v. Federated Mutual Insurance Company*, 212 P.3d 43 (Ariz. App. 2009) (holding that insurer should have been allowed to intervene to assert subrogation claim for attorney and expert fees).
- ◆ *Tilley v. Delci*, 220 Ariz. 233, 204 P.3d 1082 (App. 2009) (defendant motorist was entitled to summary judgment as plaintiff motorist failed to create genuine issue of material fact).
- ◆ *Webb v. Gittlen*, 217 Ariz. 363, 174 P.3d 275 (2008) (insurance agent not bound by Damron agreement).

## Notable

### Accolades

- ◆ *Phoenix Magazine "Top Lawyer,"* 2022
- ◆ Named to Southwest Super Lawyers® list (2018-2019, 2023)
- ◆ Named to Southwest Rising Stars list (2012-2017)