



Michael P. McNamee

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Overview

Mike focuses his national practice on insurer-side commercial first and third party coverage claims and disputes. He advises clients as to initial claims handling issues; pre-suit communications with insureds' representatives on potentially disputed claims; research and analysis of applicable law in the pertinent jurisdiction; preparation of coverage opinion letters; ADR proceedings; and litigation of contested matters in state and federal trial and appeals courts throughout the country. On the first-party side, Mike specializes in commercial property claims, mortgage and banking coverages and life insurance interpleader actions. His third-party practice focuses on intellectual property and construction defect coverages, E&O and D&O coverages, and excess/umbrella coverages. Mike has also completed the Minnesota Certified Civil Arbitration Training Program, qualifying him to seek inclusion on Minnesota's ADR Neutral Roster.

Prior to attending law school, Mike spent five years as an active-duty journalist in the United States Navy, where he was awarded the Navy Achievement Medal and the Chief of Information ("CHINFO") Merit Award. He also worked as a newspaper editor, receiving numerous awards for news writing and newspaper design from the Minnesota Newspaper Association. Mike's personal interests include collecting antique and vintage clocks, pocket watches and wristwatches. He is a member of various horological organizations, including the National Association of Watch and Clock Collectors (NAWCC).

Education

- ◆ University of Minnesota Law School, J.D., Dean's list, 1997
- ◆ University of Minnesota, B.A., summa cum laude, Phi Beta Kappa, 1994

Prior Experience

- ◆ Robins, Kaplan, Miller & Ceresi, L.L.P., Associate, 1997-2004
- ◆ Bird Island Union, Managing Editor, 1989-1990
- ◆ Gibbon Gazette, News Editor, 1988-1989

Services

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

State Bar Admissions

- ◆ Minnesota, 1997

Federal Court Admissions

- ◆ United States Supreme Court, 2004
- ◆ United States Court of Appeals, Sixth Circuit, 2001
- ◆ United States Court of Appeals, Seventh Circuit, 2004
- ◆ United States Court of Appeals, Eighth Circuit, 2003
- ◆ United States District Court, Northern District of Illinois, 1998
- ◆ United States District Court, Southern District of Indiana, 2007
- ◆ United States District Court, Eastern District of Michigan, 2001
- ◆ United States District Court, District of Minnesota, 1997
- ◆ United States District Court, Central District of Illinois, 2012

- ◆ United States Navy, Journalist, 1983-1988 (Navy Achievement Medal, 1987)

Experience

Reported Opinions/Recent Cases

- ◆ *Homeland Insurance Company of New York v. A-Tec, et al.*, 2017 WL 3918212 (N.D. Ill., Sept. 6, 2017) (granting insurer's summary judgment motion and declaring that contract and not tort principles apply to interpretation of liability insurance policy; no coverage in "multiple source" cases under Illinois law where covered and excluded causes combine to cause injury and covered cause is not "wholly independent" of excluded cause)
- ◆ *Horace Mann Life Ins. Co. v. Estate of Arin Babbitt and Matthew Deyo*, Case No.: 19HA-CV-17-1407 (Dakota County, Minnesota, District Court, June 8, 2017) (Litigated life insurance "Slayer Statute" interpleader action to successful conclusion in high-profile matter in which spouses who were beneficiaries of one another's life insurance policies entered into alleged suicide pact)
- ◆ *Horace Mann Life Ins. Co. v. Michael T. Gallagher*, Case No.: 27-CV-17-175 (Hennepin County, Minnesota, District Court, May 30, 2017) (Litigated life insurance "Slayer Statute" interpleader action to successful conclusion in high-profile matter in which beneficiary son killed policyholder mother but was later acquitted of homicide charge by reason of mental defect)
- ◆ *Maetzold Homes, et al. v. Sparta Ins. Co., et al.*, Case No. 0:13-cv-02068 RHK/JSM (D. Minn., Oct. 9 2014) (Litigated CGL construction defect "business risk" exclusion matter to successful conclusion, in matter involving allegations that insured misrepresented the quality of its lumber but where there were no allegations or evidence that the alleged defects caused damage to other property)
- ◆ *Hartford Cas. Ins. Co., et al. v. Jobfox, Inc.*, Civil Action No. 01:10-cv-1233 (E.D. Va. Jan. 10, 2011) (Defeating insured's motion to dismiss declaratory judgment action in TCPA "blast fax" coverage matter, compelling insured to withdraw its claim)
- ◆ *PetroNet LLC v. Hartford Cas. Ins. Co.*, 2011 WL 2960240 (D.Minn.) (granting insurer's summary judgment motion and declaring that "breach of contract" exclusion excluded coverage for claims against the insured for copyright infringement; although the underlying suit did not specifically allege a breach of contract, the factual allegations of copyright infringement were rooted in the insured's alleged breach of its promise to maintain the confidence of plaintiff's proprietary information)
- ◆ *Land O' Lakes, Inc. v. Employers Mut. Liability Ins. Co. of Wisconsin, et al.*, 2010 WL 5095658 (D.Minn.) (granting partial summary judgment in favor of insurer, and declaring that the insurer had no duty to defend the insured against environmental contamination claims under certain liability insurance policies which had expired before the insured acquired the entity responsible for the contamination)
- ◆ *Kotula v. Don Hingos Stucco v. The Travelers Indemnity Co. of Connecticut, et al.*, Case No.: CT 07-26590 (Hennepin County, Minnesota, District Court, April 17, 2008) (holding in CGL construction defect garnishment matter that significant portion of claim against insolvent stucco provider was excluded by "Your Product" exclusion)
- ◆ *Hypoguard USA, Inc. v. St. Paul Fire and Marine Ins. Co.*, 2007 WL 4236427 (Minn. App., Dec. 04, 2007) (reversing district court and ruling that insurer had no duty to defend under policy's personal injury coverage, where underlying claimants disclaimed recovery of damages for physical injuries)
- ◆ *St. Paul Fire & Marine Ins. Co. v. Onvia, Inc., et al.*, 2007 WL 564075 (W.D. Wash.) (granting insurer's summary judgment motion and declaring that there was no duty to defend or indemnify insured against claims in underlying TCPA matter)
- ◆ *St. Paul Fire & Marine Ins. Co. v. Compaq Computer Corp.*, 2006 U.S. Dist. LEXIS 11751 (D. Minn.) (granting insurer's summary judgment motion and denying insured's ability to recover "double duty" defense costs)
- ◆ *State Fire and Tornado Fund of the North Dakota Insurance Department v. North Dakota State University*, 694 N.W.2d 225 (N.D. 2005) (affirming summary judgment in favor of boiler and machinery and property insurance carriers on multi-

million dollar claim involving flood damage on university campus)

- ◆ *St. Paul Fire & Marine Ins. Co. v. Compaq Computer Corp.*, 377 F. Supp. 2d 719 (D. Minn. 2005) (granting insurer's summary judgment motion to recover previously paid defense costs after judicial determination that insurer did not owe coverage to insured)
- ◆ *St. Mary's Foundry, Inc. v. Employers Insurance of Wausau*, 332 F.3d 989 (6th Cir. 2003) (denying policyholder's claim for business interruption coverage arising from damage to foundry patterns not owned by the policyholder)

Professional Affiliations

- ◆ Federal Bar Association
- ◆ Minnesota State Bar Association
- ◆ Hennepin County Bar Association

Community Involvement

- ◆ Provided pro bono representation for political asylum seekers on behalf of the Minnesota Volunteer Lawyers Network