



Michael "Mickey" Passman is a partner who concentrates his practice on insurance law. His practice includes pre-litigation insurance coverage analysis as well as the litigation of insurance coverage disputes in state and federal courts throughout the country, including appeals.

Mickey handles a wide variety of commercial general liability coverage and professional liability coverage matters, including matters involving products liability claims, personal injury claims, construction claims, malpractice claims, and errors and omissions claims. Mickey also represents insurance companies in defending against bad faith claims.

Mickey has also written extensively on insurance coverage law, including on the topics of reservations of rights, estoppel, bad faith, and the litigation of insurance coverage disputes.

## REPRESENTATIVE MATTERS

*Wild Eggs Holdings, Inc., et al. v. State Auto Prop. & Cas. Ins. Co.*, 48 F.4th 645 (U.S. Court of Appeals for the 6th Circuit). Obtained ruling for insurer client under Kentucky law that governmental COVID-19 business restrictions in Kentucky, Indiana and Ohio did not cause "direct physical loss" of property, and were not issued in response to infectious disease at any insured premises, as would be required to trigger commercial property insurance coverage.

*Truck Insurance Exchange v. Marian Ulman, et al.*, 2022 WL 4244610 (Circuit Court of Illinois, Cook County). Obtained judgment on the pleadings holding that insurer client owed no coverage under directors and officers coverage or condominium liability coverage for alleged failure by condominium association's directors and manager to maintain sufficient insurance to cover the full repair of the association's property.

*Haisous, LLC v. State Auto Prop. & Cas. Ins. Co.*, 2022 WL 999987 (U.S. District Court for the Northern District of Illinois). Obtained ruling that insurer client owed no coverage for business income loss given that COVID-19 restrictions on restaurant operations did not constitute "direct physical loss" of property under Illinois law.

*Westport Insurance Corp. v. Sycamore Community Unit School District #427*, 555 F.Supp.3d 550 (U.S. District Court for the Northern District of Illinois). Obtained judgment on the pleadings holding that insurer client owed no coverage in connection with an underlying sexual abuse claim because late notice and a criminal/dishonest acts exclusion barred coverage for, respectively, an insured school district and its alleged former employee.

*Financial Pacific Insurance Company v. Gotham Insurance Company*, 2019 WL 13174102 (Superior Court of Arizona, Maricopa County). Obtained summary judgment ruling that insurer owed no coverage for the liability of its insured's alleged predecessor, which the claimant alleged to be a legally indistinguishable from the insured.

*Westport Insurance Corp. v. California Casualty Management Co.*, 916 F.3d 769 (U.S. Court of Appeals for the 9th Circuit). Obtained summary judgment for school district's insurer, holding that insurer client entitled to recover over \$3.3 million from the excess insurer of three school administrators that had refused to participate in settlement of molestation claims because: (1) California law permits the insurer of a school district to recover from the

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## Practice Areas

- Commercial General Liability
- Coverage Litigation
- Professional Liability
- Sexual Misconduct Coverage

## Education

- Brooklyn Law School, J.D. 2008
- University of Chicago, B.A. 2005

## Memberships

- Claims & Litigation Management Alliance

## Admissions

- Supreme Court of the State of Illinois
- U.S. District Courts for the Northern Districts of Illinois
- U.S. District Courts for the Southern Districts of Illinois
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Ninth Circuit

insurer of public employees; and (2) the non-settling insurer could not challenge the client's allocation of the settlement between the various victims and policy years.

***National Surety Corp. v. First Specialty Insurance Corp.***, 2016 WL 7057503 (Superior Court of New Jersey, Essex County) appeal dismissed A-001554-16T1 (Superior Court of New Jersey, Appellate Division). In a case of first impression in New Jersey, obtained summary judgment holding that primary insurer client could pay its limits to settle on behalf of one insured, and that doing so would end the duty to defend all remaining insureds that were named as defendants in the underlying personal injury lawsuit.

***Travelers Property Casualty Co. of America v. RSUI Indemnity Co.***, 844 F.Supp.2d 933 (U.S. District Court for the Northern District of Illinois). Obtained summary judgment holding that injuries to two individuals caused by a single E. coli outbreak constituted a single "occurrence," and therefore primary insurer client was entitled to recover from the excess insurer for settlement amounts paid over the client's "per occurrence" limit.

## **PRESENTATIONS**

"The Duty to Settle, Bad Faith, and Ethics," Illinois Institute for Continuing Legal Education (Chicago, Illinois | January 2018)

"Responding to, Evaluating and Defending Sudden-Event Mass Toxic Tort Claims: Coverage Issues," Claims & Litigation Management Alliance (Overland Park, Kansas | September 2015)

"Reservations of Rights and Estoppel," Illinois Institute for Continuing Legal Education (Bloomington, Illinois | September 2014)

"Modern Day Pirates and the Law," Chicago Bar Association (Chicago, Illinois | October 2009)

## **PUBLICATIONS**

"Civil Authority Coverage: Does it Apply to COVID-19?" BatesCarey and Law360 (March 23, 2020)

"Extended Statute of Limitations for Child Molestation Claims Brings Flood of Suits" (BatesCarey, January 2020)

"Declaratory Judgment Litigation," in Illinois Insurance Law (Illinois Institute for Continuing Legal Education, 2015)

"Declaratory Judgment Litigation," in Commercial and Professional Liability Insurance (Illinois Institute for Continuing Legal Education, 2014)

"Introduction to Commercial Liability Coverages – Overview of the Forms," in Commercial and Professional Liability Insurance (Illinois Institute for Continuing Legal Education, 2012) (co-author)

"The CGL Policy," in Insurance Law (Illinois Institute for Continuing Legal Education, 2012) (co-author)

"Does the MCS-90 Endorsement Cover Permissive Users?", Commercial Transportation Litigation Committee Newsletter (American Bar Association, Winter 2010) (co-author)

"Interpreting Sea Piracy Clauses in Marine Insurance Contracts", Journal of Maritime Law and Commerce (Vol. 40, 2009)

"Protections Afforded to Captured Pirates Under the Law of War and International Law," Tulane Maritime Law Journal (Vol. 33, 2008).

"Transactions of Virtual Items in Virtual Worlds," Albany Law Journal of Science and Technology (Vol. 18, 2008)