

# JOHN TOLLEFSON

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**J**ohn Tollefson specializes in evaluating, resolving and, where necessary, litigating issues involving insurance coverage and “bad faith”. He also acts as a mediator for parties seeking to settle disputes involving these issues.



He undertook his undergraduate studies at Emory University in Atlanta, Georgia, was accepted as an early admission to the Tulane University School of Law in New Orleans, and earned his law degree in 1979 at the age of 23. He was admitted to the Louisiana Bar that year and practiced insurance law there until 1991. He was admitted to the Texas Bar in 1991, and has actively practiced at the trial and appellate levels in the state and federal courts in Texas and Louisiana since then. He has also been admitted to practice in the United States Supreme Court, the federal appellate courts in the Fifth, Seventh and Eighth Circuits, and various federal district courts in other states.

He is a charter member of the Insurance Coverage Litigation Committee of the American Bar Association’s Section of Litigation. In 1989, he founded Coverage, the journal of that committee, and served as an editor of that journal for the following fifteen years. He was appointed editor-in-chief in 1996 and served in that capacity until 2004. In 2001 he served as program chair of the Committee’s annual meeting. In 2002, he was presented the Section’s award for Outstanding Editor. In 2003, the ABA awarded him its Lifetime Achievement Award, in recognition of his contribution to the Section and the Committee.

In 2003, he was elected to serve as a member of the Council of the State Bar of Texas Insurance Law Section. He has served as a member of the Council of the Section continuously since then. In 2010 he was elected Chair of the Section for the 2011-2012 term.

He has been elected by his peers as a “Super Lawyer” in the field of insurance coverage every year since 2006, and is named in Who’s Who – Legal, published annually by the International Bar Association. He and the firm are recommended by Best’s Directory of Recommended Insurance Attorneys and Adjusters. He is rated “AV Pre-eminent” by Martindale-Hubbell and has been AV rated for twenty-five years. He is a longstanding member of the College of the State Bar of Texas.

He is licensed by the Texas Department of Insurance to provide state-accredited continuing education seminars to insurance claims personnel. He has presented speeches and papers on insurance issues for lawyers at numerous continuing education seminars.

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## Representative Cases

The following are opinions rendered in some of the cases in which he served as counsel:

### Appellate Courts

Newhouse v. Colony Ins. Co., 2010 U.S. App. LEXIS 14112 (5th Cir. Tex. June 23, 2010) (Client: Colony);  
Nautilus Ins. Co. v. Country Oaks Apts. Ltd., 566 F.3d 452 (5th Cir. Tex. 2009) (Client: Nautilus);  
Nautilus Ins. Co. v. Reuter, 537 F.3d 733 (7th Cir. Ind. 2008) (Client: Nautilus);  
Nautilus Ins. Co v. Pac. Emplrs. Ins. Co, 303 Fed. Appx. 201 (5th Cir. Tex. 2008) (Client: Nautilus);  
Nautilus Ins. Co. v. All Counties Prof'l Secs. Inc., 168 Fed. Appx. 565 (5th Cir. Tex. 2006)(Client: Nautilus);  
Transcontinental Insurance Company v. Rainwater Constr. Co., LLC, 509 F.3d 454 (8th Cir. Ark. 2007) (Client: Transcontinental);  
Sport Supply Group, Inc. v. Columbia Cas. Co. 335 F.3d 453, (5th Cir. Tex. 2003) 67 U.S.P.Q.2d 1225 (Client: Columbia);  
Gemmy Industries Corp. v. Alliance General Ins. Co., 190 F. Supp. 2d 915 (N.D. Tex. 1998), aff'd, 200 F.3d 816 (Table) (5th Cir. Tex. 1999) (Client: American Equity);  
Scottsdale Insurance Co. v. Texas Security Concepts and Investigation, Inc., 173 F.3d 941, (5th Cir. 1999) (Client: Scottsdale);  
Federated Mutual Ins. Co. v. Grapevine Excavation, Inc., 18 F. Supp. 2d 636 (N.D. Tex. May 22, 1998), rev'd on other gds. after partial settlement, at Federated Mut. Ins. Co. v. Grapevine Excavation, Inc., 197 F.3d 730, 43 Tex. Sup. Ct. J. 209 (5th Cir. Tex. 1999) (Client: Federated Mutual);  
Dugger v. Upledger Inst. v. Merrimack Mutual Fire Ins. Co., 795 F. Supp. 184 (E.D. La. July 31, 1992) aff'd 8 F.3d 20 (5th Cir. 1993) (Client: Merrimack);  
Alert Centre, Inc. v. Scottsdale Insurance Co., 967 F.2d 161 (5th Cir. La. 1992)(Client: Scottsdale);  
Employers of Wausau Ins. Co., et al. v. Gifford Sunrise Homes, Inc., 954 F.2d 1098, (5th Cir. La. 1992) (Client: Employers of Wausau);  
Holland America Ins. Co. v. Succession of Roy, et al., 777 F.2d 992, 13 Collier Bankr. Cas. 2d 1462, 13 Bankr. Ct. Dec. 1256, Bankr. L. Rep. P 70, 874 (5th Cir. La. 1985)(Client:Holland America);  
Perkins v. F.I.E. Corp., 762 F.2d 1250, 54 USLW 2020 (5th Cir. 1985) (Client: F.I.E);  
Tran v. Manitowoc Engineering Co.,767 F.2d 223, 1988 A.M.C. 383 (5th Cir. La. 1985) (Client: Tauli Construction Company);  
Nautilus Ins. Co. v. Steinberg, 2010 Tex. App. LEXIS 5040 (Tex. App. -- Dallas July 2, 2010) (Client: Nautilus);  
Richmond Condos. v. Skipworth Commer. Plumbing, Inc., 245 S.W.3d 646 (Tex. App.-- Fort Worth 2008), pet. denied. (Client: Richmond);  
Nguyen v. Short, How, Frels & Heitz, P.C., 108 S.W.3d 558, 562 (Tex. App.--Dallas 2003, pet. denied) (Client: Nguyen);  
Nabors Corporate Servs. v. Northfield Ins. Co., 132 S.W.3d 90 (Tex. App. Houston [14th Dist.] 2004), appeal after remand, Northfield Ins. Co. v. Nabors Corporate Servs., 2009 Tex. App. LEXIS 3933 (Tex. App. Corpus Christi May 29, 2009) (Client: Northfield);  
Scottsdale Ins. Co. v. Travis, 68 S.W. 3d 72 (Tex. Civ. App. Dallas, 2001, writ denied)(Client: Scottsdale);

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## Appellate Courts Cont.

In re Sensitive Care, Inc., 28 S.W.3d 35 (Tex.App.-Fort Worth Jun 08, 2000)(Client: Carol Rhodes);  
Thompson v. Harco National Ins. Company, 45 S.W.3d 283 (Tex.App.-Dallas 2001)(Client: Harco);  
J.M. Krupar Const. Co., Inc. v. Rosenberg 95 S.W.3d 322 (Tex.App.-Houston [1 Dist.], 2002)(Client: Scottsdale Ins. Co.);  
Espinola v. Latting, 971 S.W.2d 144, (Tex.App.-Waco, 1998);  
Boh Brothers Construction Co., Inc. v. United States Fidelity & Guaranty Ins. Co., 550 So.2d 1258 (La.App. 4th Cir.1989) (Client: USF&G); Kupperman & Co., Inc. v. Buffalo Insurance Co., 535 So.2d 1 (La.App. 4th Cir. 1988) (Client: Buffalo); First Federal Savings Bank of New Orleans v. GAB Business Services, Inc., 524 So.2d 111 (La.App. 4th Cir. 1988) (Client: Fireman's Fund, GAB);  
Academy Mortgage Co. v. Fireman's Fund Ins. Co., 542 So.2d 729 (La.App. 4th Cir. 1989) (Client: Fireman's Fund);  
Percle v. Oubre, 564 So.2d 352 (La.App. 1st Cir. May 30, 1990);  
Scott v. Barclay's American Leasing Service, Inc., 506 So.2d 823 (La.App. 1st Cir. 1987);  
Jacobs v. Spinnakers, 474 So.2d 1019 (La.App. 5th Cir. 1985);  
Michel v. Home Town Supermarket, Inc., 493 So.2d 142 (La.App. 5th Cir. 1986) (No. 86-CA-44);

## District Courts

Berkley Regional Ins. Co. v. Philadelphia Indemnity Ins. Co. \_\_\_ F. Supp. 2d \_\_\_ (W.D. Tex. April 27, 2011)(Client: Berkley);  
Nautilus Ins. Co. v. Concierge Care Nursing Centers, Inc. \_\_\_ F. Supp. 2d \_\_\_, 2011 WL 1363815, 1 (S.D.Tex.) (S.D.Tex., April 8, 2011), and 2011 WL 645031, (S.D.Tex., February 11, 2011)(Client: Nautilus);  
Colony Nat'l Ins. Co. v. Unique Indus. Prod. Co., L.P., \_\_\_ F. Supp. 2d \_\_\_, 2011 U.S. Dist. LEXIS 38003 (S.D. Tex. Apr. 7, 2011)(Client: Colony);  
Cont'l Cas. Co. v. Consol. Graphics, Inc., 656 F. Supp. 2d 650 (S.D. Tex. 2009)(appeal pending) (Client: Continental Casualty);  
Mainland Drilling Ltd. P'ship v. Colony Ins. Co., 546 F. Supp. 2d 432 (W.D. Tex. 2008) (Client: Colony);  
Nautilus Ins. Co. v. Int'l House of Pancakes, Inc., 622 F. Supp. 2d 470 (S.D. Tex. 2009) (Client: Nautilus);  
Colony Nat'l Ins. Co. v. Specialty Trailer Leasing, Inc., 620 F. Supp. 2d 786 (N.D. Tex. 2009)(Client: Colony);  
Nautilus Ins. Co. v. Nicky & Claire's Daycare, Inc., 630 F. Supp. 2d 727 (W.D. Tex. 2009)(Client: Nautilus);  
Valley Forge Ins. Co. v. Shah, 2009 U.S. Dist. LEXIS 23216 (S.D. Tex. Mar. 24, 2009)(Client: Valley Forge);  
Nautilus Ins. Co. v. ACM Contrs., Inc., 549 F. Supp. 2d 857, 859 (S.D. Tex. 2008) (Client: Nautilus);  
Nat'l Fire Ins. Co. v. Entm't Specialty Ins. Servs., 485 F. Supp. 2d 737 (N. D. Tex. 2007) (Client: National Fire);  
Hous. Auth. of Dallas v. Northland Ins. Co., 333 F. Supp. 2d 595, 600 (N. D. Tex. 2004)(Client: Northland);  
LATCL&F, Inc. v. Milbank (In re LATCL&F, Inc.), 46 Collier Bankr. Cas. 2d (MB) 1313, 2001 U.S. Dist. LEXIS 12478 (N.D. Tex. Aug. 14, 2001) (Client: Sherman, Nathanson);  
E & R Rubalcava Const., Inc. v. Burlington Ins. Co., 147 F.Supp.2d 523 (N.D.Tex., May 25, 2000);

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E & R Rubalcava Const., Inc. v. Burlington Ins. Co., 148 F.Supp.2d 746 (N.D.Tex., Feb 06, 2001)(Client: Rubalcava);  
Nautilus Ins. Co. v. ACM Contrs., Inc., 549 F. Supp. 2d 857, 860 (S.D. Tex. 2008) (Client: Nautilus);  
Am. Equity Ins. Co. v. Underwriters at Lloyds London, 211 F.R.D. 298 (S. D. Tex. 2002)(Client: American Equity);  
American Equity Insurance Company v. Castlemans Farms, Inc., 220 F. Supp. 2d 809 (S.D. Tex. 2002)(Client: American Equity);  
Western Heritage Ins. Co. v. Estate of Dean, 55 F. Supp. 2d 646 (E. D. Tex. 1998)(Client: Western Heritage);  
In re Pierce Mortuary Colleges, Inc., 212 B.R. 549, 11 Tex.Bankr.Ct.Rep. 344 (Bankr.N.D.Tex. 1997)(Client: Pierce);  
Pepper v. Plaisance v. Scottsdale Ins. Co., 732 F. Supp. 48 (E.D. La. Dec. 14, 1989) (Civil Action No. 88-5292) (Client: Scottsdale);  
Capital Bank and Trust Co. v. Associated Intern. Ins. Co., 576 F. Supp. 1522 (M.D. La. Jan. 3, 1983) (Client: Associated);  
Nat'l Fire Ins. Co. v. NWM-Oklahoma, LLC, Inc., 2008 U.S. Dist. LEXIS 18940 (W.D. Okla. 2008) (Client: Nat'l Fire);  
Nautilus Ins. Co. v. In Crowd, Inc., 2005 U.S. Dist. LEXIS 25467 (M.D. Tenn. 2005) (Client: Nautilus);  
Serv. Cas. Ins. Co. v. Travelers Ins. Co., 2004 U.S. Dist. LEXIS 19797 (W. D. Tex. 2004)(Client: Travelers);  
Tri Core Inc. v. Northland Ins. Co., 2002 WL 31548754 (N.D. Tex. 2002) (Client: Northland);

## Recent Speeches and Papers Presented at Accredited Continuing Education Seminars, and Published Articles

“Proving the Duty to Pay in Texas”, State Bar of Texas, Eighteenth Annual Advanced Insurance Law Course, Dallas, Texas, April 14, 2011;  
“Allocation After One Beacon: More Questions Than Answers”, Texas Insurance Law Symposium, South Texas College of Law, January 23, 2009  
“The Constitutionality of the Prompt Payment of Claims Statute”, State Bar of Texas Fourteenth Annual Advanced Insurance Law Course, Dallas, Texas, March 28, 2008  
“Privilege Issues Arising From Issuance of Reservations of Rights”, American Bar Association Annual Meeting, Torts and Insurance Practice Section, August 11, 2007, San Francisco, California  
“Traver Trumps Tilley – Because Texas is Now a ‘One Client’ State, A Liability Insurer’s Issuance of a Reservation of Rights Does Not Automatically Divest it of the Right to Select Defense Counsel”, State Bar of Texas, Twelfth Annual Advanced Insurance Law Course, Dallas, Texas, March 31, 2006  
“Developments in Allocation Among Insurers”, Texas Insurance Law Symposium, South Texas College of Law, January 27, 2006  
“Unusual Policy Forms and Coverages”, Tenth Annual Insurance Law Institute, The University Of Texas School Of Law, December 8, 2005, Austin, Texas



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## **Recent Speeches and Papers Presented at Accredited Continuing Education Seminars, and Published Articles Cont.**

“Why Make Insurance Part of the Underlying Deal?”, Mealey’s Additional Insured Conference, Pasadena, California, May 17, 2005

“Post Judgment Coverage Issues”, 2005 Midyear Meeting, American Bar Association, Section of Litigation, Insurance Coverage Litigation Committee

“Cumis in Texas – The Tension Between Davalos and Traver” Ninth Annual Insurance Law Institute, The University Of Texas School Of Law, November 12, 2004

“Cullen Frost–Still Crazy After All These Years”, Eighth Annual Insurance Law Institute, The University Of Texas School Of Law, November 12, 2003

“Declaratory Judgment Actions - Who, Where, What, Why And When”, Seventh Annual Insurance Law Institute, The University Of Texas School Of Law, September 4, 2002

“Nursing Home Liability and Insurance Coverage”, ATLA Nursing Home Liability Seminar, April 20, 2001, Houston, Texas

“Insurance Coverage and the Bankrupt Insured”, Texas Association of Defense Counsel, Annual Meeting, April 5, 2001, Las Vegas, Nevada.

“Billing Audits and Litigation Guidelines”, Lawyer Regulation in Texas-2000; Texas Center for Legal Ethics and Professionalism, November 17, 2000

“Recent Developments In Texas Insurance Law”, Texas Insurance Adjusters Association, Annual Meeting, November 9, 2000.

“Liability Insurers’ Right And Duty To Defend And The Prohibition Against Direction Or Regulation Of Insurance Defense Lawyers”, State Bar Of Texas Annual Meeting, Insurance Coverage Committee Meeting, San Antonio, Texas, June 22, 2000.

“Building Blocks Of The Commercial General Liability Insuring Agreement”, October 23, 1998, National Institute on Construction Litigation, Presented by the American Bar Association, Section of Litigation.

“A Lawyer Shall Not Permit a Person Who Pays the Lawyer to Render Legal Services to Direct or Regulate the Lawyer’s Professional Judgment”, Coverage, Volume 8, Number 5, Sept/Oct 1998.

“Conflicts, Defense Counsel, and Legal Fees”, July 30-31, 1998, Texas Insurance Law Symposium, presented by the South Texas College of Law.

“What a Dog Knows – There Is No Longer a Basis in the Definition of ‘Occurrence’ for Requiring Proof of the Insured’s Subjective Intent to Injure”, March 13-15, 1997, ABA Section of Litigation Annual Insurance Coverage Litigation Midyear Meeting.