



Leland H. Jones IV

Partner



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Leland advises U.S. and European-based insurers on potential coverage issues and assists in monitoring complex litigation and regulatory investigations under directors and officers, media and technology errors and omissions, lawyers malpractice, cyber, bankers, investment advisors, financial services, fidelity, fiduciary, commercial general liability, and employment practices liability policies. He also counsels professional and commercial general liability insurers in coverage litigation in state and federal courts across the country. Leland was recognized by *Law360* as a “Rising Star” in Insurance Law, named by *The Legal 500 US* as a “recommended lawyer” in Insurance Law, and selected by DCA Live as one of the “Rising Stars of Law 40 under 40.” In addition, *Business Insurance* magazine honored Leland with a “Break Out” award, honoring him as one of 40 top professionals on track to be the next leaders in the risk management and property/casualty insurance field.

Representative Matters



- Obtained summary judgment that no indemnity coverage was available under an employment practices liability policy for damages resulting from insured entity’s breach of separation agreement with former employee. *Academy of Country Music v. Continental Cas. Co.*, No. 20-CV_3046 (C.D. Cal.).
- Presented oral argument and obtained summary judgment that lawyers professional liability carrier was entitled to rescind multiple policies issued to New Jersey insured based on material misrepresentations made by insured concerning prior disciplinary complaints and bar investigations. *Schibell &*

Practice Areas



Insurance
Litigation

Credentials



Education

J.D., *magna cum laude*, George Mason University School of Law

B.A., with high distinction, University of Virginia; Phi Beta Kappa; Lawn Resident

Law Journals

Member, *George Mason Law Review*

Bar and Court Memberships

District of Columbia Bar

Virginia Bar

U.S. Courts of Appeals for the Second, Fourth, Ninth, and Eleventh Circuits

U.S. District Court for the Eastern District of Virginia

Certifications

Legal Lean Sigma Institute (LLSI) White Belt

Mennie, LLC v. Allied World Insurance Co., No. MON-L-001221-20 (N.D. Super. Ct.).

- Presented oral argument and obtained summary judgment of no coverage under successive commercial general liability policies for arbitration demand because no allegations in complaint or extrinsic evidence implicated individual within scope of insured duties when acting in multiple capacities for different entities. *Zo Skin Health, Inc., et al. v. Valley Forge Ins. Co., et al.*, No. 2:20-cv-07059-AB-GJS (October 1, 2021), reconsideration denied on November 15, 2021.
- Obtained summary judgment in Virginia federal court that prior knowledge exclusion barred coverage under architects and engineers professional liability policy when insured was aware of facts that might give rise to claim before policy inception. *ChemTreat, Inc. v. Certain Underwriters at Lloyd's of London*, 2020 WL 5637961, 19-cv-00063 (E.D. Va. Sept. 21, 2020).
- Obtained summary judgment in California federal court that assault and battery exclusion in events policy was unambiguous as a matter of law and barred coverage for a negligence action arising from a stabbing that occurred at the insured event. *Certain Underwriters at Lloyd's of London Subscribing to Policy No. EH7713140 v WorldOne Presents, LLC*, 2019 WL 4747708 (E.D. Cal. Sept. 30, 2019).
- Obtained Fourth Circuit affirmance of favorable district court ruling that all claims against insured engineering firm arising from the collapse of two, nearly identical bridges constituted "related claims" under architects and engineers professional liability policy and were subject to a single per claim limit of liability. *Stewart Engineering v. Continental Cas. Co.*, 2018 WL 5832805, No. 18-1386 (4th Cir. Nov. 7, 2018).
- Obtained ruling by California federal court granting management liability insurer's motion to dismiss lawsuit seeking coverage for securities class action based on prior acts exclusion barring coverage for claims arising out of wrongful acts before policy inception. *Jayhawk Private Equity Fund II LP v. Liberty Ins. Underwriters, Inc.*, No. 17-cv-5523 (C.D. Cal. June 7, 2018).
- Obtained summary judgment ruling by North Carolina federal court that all claims against insured engineering firm arising from the collapse of two, nearly identical bridges constituted "related claims" and were subject to a single per claim limit of liability. *Stewart Engineering v. Continental Cas. Co.*, 2018 WL 1403612, No. 5:15-CV-377-D (E.D.N.C. Mar. 20, 2018).
- Presented oral argument and obtained Ninth Circuit ruling that insurer had no duty to indemnify insured accountant for judgment arising from his solicitation of an investment in entity the accountant partially owned because insured's actions did not constitute "professional services." *Continental Cas. Co. v. Kool Radiators, Inc.*, 2017 WL 1457031 (9th Cir. Apr. 25, 2017).
- Obtained summary judgment and Eleventh Circuit affirmance for liability insurer that eleven claims against insured pharmacy and pharmacist arising from use of two similar drugs for ocular injections on different dates constituted "related claims" under errors and omissions policies because the drugs were "negligently repackaged by the same individual at the same pharmacy for the same doctor over a relatively short period of time." *Cas. Co. of Reading, Pa. v. Belcher*, 2017 WL 372094 (S.D. Fla. Jan. 26, 2017), *aff'd* 2017 WL 4276057 (11th Cir. Sept. 27, 2017).

- Obtained summary judgment determining that quality of services exclusion in a technology errors and omissions policy barred coverage for a lawsuit arising out of the insured online auction service's alleged misrepresentations concerning the safety and reliability of its auctions. *Equipmentfacts, LLC v. Beazley Ins. Co.*, 2016 WL 119651 (M.D. Fla. Jan. 12, 2017).
- Obtained reversal of adverse district court decision when appellate court held lawsuit alleging no malpractice by insured lawyer did not trigger coverage under a lawyers professional liability policy because lawsuit did not "arise out of an act or omission . . . in [the lawyer's] rendering of or failure to render legal services." *Edwards v. Continental Casualty Co.*, 841 F.3d. 360 (5th Cir. Nov. 2, 2016).
- Obtained summary judgment determining that insurer had no duty to defend or indemnify insured accountant for lawsuit because insured had prior knowledge of claims before inception of policy and because lawsuit did not allege accountant performed any professional services. *Continental Casualty Co. v. Stephen Evans, et al.*, No. 2:13-cv-2379-JJT (D. Ariz Apr. 21, 2015).
- Presented oral argument and obtained summary judgment determining that insurer had no duty to defend or indemnify insured accountant for lawsuit alleging that insured breached agreement to repay loans from client. *Navigators Insurance Co. v. Hamlin, et al.*, 6:14-cv-196-MC, 2015 WL 1084825 (D. Or. Mar. 10, 2015).
- Obtained summary judgment determining that insurer had no duty to defend or indemnify insureds in an underlying malpractice suit arising from sale of investments in mortgages. *Darwin National Assurance Company v. Rosenthal, et al.*, 2:13-cv-05670-FMO-RZ (C.D. Cal. Sept. 24, 2014).
- Particular experience in related claims litigation.
- Assists insurers in assessing potential bad faith exposure for claims handling practices and represents insurers in bad faith litigation.
- Drafts and reviews policy forms and endorsements for insurers with a focus on fidelity, commercial crime and cyber-liability wording addressing new risks and exposures.

Professional Experience

- Research Assistant, Professor Jeffrey Parker, George Mason University School of Law (2007-2009)
- Legal Intern, U.S. Department of Justice, U.S. Attorney's Office (2007)

Affiliations

- Professional Liability Underwriting Society (PLUS)

Recognitions

- Received a *Business Insurance* magazine "Break Out" Award (2019)
- Named one of DCA Live's "Rising Stars of Law 40 under 40" (2018)
- Named by *The Legal 500 US* a "recommended lawyer" in Insurance Law (2018)
- Recognized by *Law360* as a "Rising Star" in Insurance Law (2018)