

## **Patrick Winters Biography**

A partner in the firm's Bloomfield Hills office, Patrick E. Winters focuses his practice exclusively in the area of insurance coverage law. Mr. Winters represents insurance companies in all complex coverage matters, including complex insurance coverage litigation and consulting with clients regarding underwriting, claims handling, emerging coverage issues and coverage opinions. Mr. Winters' coverage work includes matters relating to complex environmental contamination, automotive, trucking, construction defects, product liability, drone liability, bad faith, and personal and advertising injury.

### **REPRESENTATIVE CLIENT WORK**

- Served as coverage counsel for insurer with respect to hundreds of claims alleging exposure to defective drywall
- Defended insurer in coverage litigation and settlement negotiations involving hundreds of underlying asbestos cases
- Defended insurer in coverage litigation involving a claim of defective manufacturing where the plaintiff sought over \$30 million in damages
- Second chaired a coverage trial in which a verdict of no cause of action was obtained on client's behalf where the plaintiff was seeking \$3 million in damages
- Defended insurers in complex coverage litigation involving extensive underlying environmental contamination in Indiana, Illinois, and Michigan
- Drafted coverage opinions and recommendations to insurers on complex environmental contamination, product liability, and construction defect cases

### **HONORS AND AWARDS**

- Michigan Rising Star in Insurance Coverage, Michigan Super Lawyers, a Thompson Reuters publication, 2013 – present
- Defense Research Institute, Insurance Coverage and Practice Symposium, Chair, 2016

### **PUBLICATIONS**

- New Appleman on Insurance, Chapter 158, Declaratory Judgment Actions, Publication pending
- Out of Thin Air: An Examination of Vapor Intrusion and the Availability of Insurance Coverage for Vapor Intrusion Claims and Lawsuits, New Appleman on Insurance, Fall 2009
- Indiana Supreme Court confirms Rebuttable Presumption of Prejudice to Insurer Arises From Defense of "Late Notice," Denial of Coverage on Other Bases Does Not Rebut Presumption
- Sixth Circuit (Kentucky Law) Requires Excess Insurer to Establish that Late Notice Caused Actual Prejudice