



## CHRISTOPHER A. WADLEY

### PARTNER

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### OVERVIEW

Chris Wadley has significant experience litigating cases around the country, at both the trial and appellate levels. Chris's cases have involved, among other things, insurance coverage and bad faith lawsuits, business and commercial disputes, and tort litigation. Chris has also counseled insurance companies and policyholders on various coverage matters, and he has counseled other business clients on issues pertaining to compliance with federal and state laws and regulations.

Chris has also been involved in various pro bono activities, including assisting the National Right to Work Legal Defense Foundation, Inc. in the representation of individuals against unions and the representation of juveniles in delinquency and expulsion hearings in the Chicago Public Schools.

### FOCUS AREAS

- Appellate
- Bad Faith Litigation
- Complex Tort Litigation
- First Party Property
- Insurance and Reinsurance
- Litigation
- Professional Liability/Errors & Omissions

### CREDENTIALS

#### ADMISSIONS

- Illinois
- U.S. District Court, D. Colorado

- U.S. District Court, C.D. Illinois
- U.S. District Court, N.D. Illinois
- U.S. District Court, S.D. Illinois
- U.S. District Court, N.D. Indiana
- U.S. District Court, S.D. Indiana
- U.S. District Court, D. Nebraska
- U.S. District Court, E.D. Wisconsin
- U.S. Court of Appeals for the 3rd Circuit
- U.S. Court of Appeals for the 7th Circuit
- U.S. Court of Appeals for the 9th Circuit
- U.S. Court of Appeals for the 11th Circuit

## EDUCATION

- Loyola University, J.D., *cum laude*
- University of Illinois at Chicago, B.S., *with high distinction*

## EXPERIENCE

### NOTABLE DECISIONS

Some highlights of Chris's practice include:

#### Insurance Coverage

- Obtained decision from Illinois Supreme Court reversing adverse appellate court ruling and concluding that insurers had no duty to indemnify municipality for \$15 million judgment entered against municipality in underlying malicious-prosecution lawsuit. Court concluded that the "offense" of "malicious prosecution" occurred, for purposes of triggering insurance coverage, when the claimant was charged, not when the tort was completed upon the claimant's exoneration. *Sanders v. Illinois Union Insurance Co.*, 2019 IL 124565.
- Obtained summary judgment in favor of insurer on claim for death benefit under accident insurance policy. Court concluded that no benefit was payable because the decedent was not "enrolled as a full-time student" at the time the accident occurred. *Ford v. Federal Insurance Co.*, No. 19 CV 1752 (N.D. Ill. Oct. 31, 2019).
- Obtained summary judgment in favor of lawyers' professional liability insurer on claim for coverage for underlying motion seeking to hold insured law firm in contempt of court for allegedly transferring client funds in violation of injunction. Court held that motion requested "sanctions" and therefore insurer had no duty to defend because the policy excluded "sanctions" from the definition of covered "loss." *Damon Key Leong Kupchak Hastert v. Westport Insurance Corp.*, No. 19-cv-00099-DKW-KJM, 2019 WL 5088739 (D. Haw. Oct. 10, 2019).
- Obtained summary judgment in favor of insurer on claim for \$15 million in insurance coverage, plus over \$100 million in alleged consequential and bad-faith damages, for liability incurred by insured mortgage

- company in underlying wrongful-death actions involving the deaths of two Chicago firefighters. Court concluded that no coverage was available for the settlement because the insured's liability arose out of property that the insured had acquired as mortgagee in possession, which was excluded from coverage. *Apex Mortgage Corp. v. Great Northern Insurance Co.*, No. 17 C 3376, 2019 WL 2994529 (N.D. Ill. July 9, 2019).
- Obtained summary judgment in favor of insurer on bad-faith claim alleging that insurer wrongfully failed to settle underlying claim arising out of grain bin explosion. Also briefed and argued appeal affirming summary judgment. *West Side Salvage, Inc. v. RSUI Indemnity Co.*, 878 F.3d 219 (7th Cir. 2017).
  - Obtained dismissal of coverage and bad-faith complaint against insurer seeking to recover \$28 million in defense costs and indemnity for underlying lawsuit against bank arising out of imposition of overdraft fees on bank customers. Also briefed and argued appeal affirming dismissal. *BancorpSouth, Inc. v. Federal Insurance Co.*, 873 F.3d 582 (7th Cir. 2017).
  - Obtained summary judgment in favor of general liability carrier on claims alleging wrongful denial of coverage and bad faith arising out of underlying FELA lawsuit against railroad. *BNSF Railway Co. v. Gilster-Mary Lee Corp.*, No. 15-cv-250-JPG-SCW, 2016 WL 3548453 (S.D. Ill. June 30, 2016).
  - Obtained dismissal of claim against insurer alleging breach of duty to defend, estoppel, and bad faith arising out of underlying lawsuit claiming violation of federal regulations pertaining to owner-operator agreements between insured and truck drivers. Also briefed and argued appeal affirming trial court's decision. *Altom Transport, Inc. v. Westchester Fire Insurance Co.*, 823 F.3d 416 (7th Cir. 2016).
  - Obtained dismissal of claim against professional liability carrier alleging wrongful denial of coverage under claims-made policy for underlying legal-malpractice claim. Also briefed and argued appeal affirming trial court's decision. *Reifer v. Westport Insurance Corp.*, No. 321 MDA 2015, 2015 WL 7354650 (Pa. Super. Ct. Nov. 20, 2015).
  - Obtained summary judgment in favor of commercial general liability insurer on claim made by insured and claimant concerning application of insurance policy deductible. *Select Build Illinois, LLC v. ACE American Insurance Co.*, No. 1:14-cv-08653 (N.D. Ill. Nov. 16, 2015).
  - Obtained judgment in favor of commercial general liability insurer enforcing legally-obligated-to-pay and voluntary-payment provisions to preclude coverage for consent judgment entered against insured without insurer's consent. Also briefed and argued appeal affirming trial court's decision. *Klepper v. ACE Am. Ins. Co.*, 999 N.E.2d 86 (Ind. Ct. App. 2013), *transfer denied*, 12 N.E.3d 878 (Ind. 2014).
  - Defeated a motion filed by a claimant and an individual attorney insured under a professional liability insurance policy, in which the claimant and insured sought court approval of a proposed \$3.8 million consent judgment to be entered against the insured without the consent of the insured's liability carrier. Later, successfully briefed and argued appeal upholding trial court's decision. *Hidalgo v. Barker*, 309 P.3d 687 (Wash. Ct. App. 2013).
  - Obtained dismissal of complaint against professional liability insurer alleging that insurer wrongfully denied coverage for underlying breach of contract and negligence claims against escrow company. *Hawks v. American Escrow, LLC*, No. 09 C 2225, 2012 WL 966059 (N.D. Ill. Mar. 16, 2012).
  - Counseled professional liability insurance carrier and defended carrier at trial in connection with a multimillion-dollar claim for attorneys' fees and loss allegedly incurred by an insured attorney in two

complex underlying lawsuits. After trial, the court held that the carrier did not breach its duty to defend or act in bad faith with respect to its handling of the claim. The court also found that the carrier was not obligated to indemnify the insured for any loss the insured allegedly incurred in the underlying lawsuits. *Weinstein & Riley, P.S. v. Westport Ins. Corp.*, No. 2:08-cv-01694-JLR, 2011 WL 887552 (W.D. Wash. March 14, 2011), *aff'd*, 484 Fed. Appx. 121 (9th Cir. 2012).

- Obtained judgment in favor of life insurance carrier following trial on claim alleging that the carrier breached a life insurance policy by refusing to pay benefits. *Swarn v. Great-West Life & Annuity Insurance Co.*, Case No. 2005 L 013868 (Ill. Cir. Ct. Cook County 2008), *aff'd*, No. 1-08-2449 (Ill. App. Ct. 1st Dist. Oct. 22, 2009).

## **Business and Tort Claims**

- Obtained jury verdict following trial in favor of home inspection company on negligence claim based on company's alleged failure to identify hazard that caused fire that destroyed home two weeks after the plaintiffs moved into the home. *Whitney v. Power Inspection Services, Inc.*, No. 13 cv 00899 (Wisc. Cir. Ct., Walworth Cnty. Nov. 5, 2015).
- Briefed and argued appeal upholding summary judgment in favor of a product manufacturer based upon the application of Texas's statute of limitations to product-liability claims filed in Washington state court. *Hai v. STL Int'l, Inc.*, No. 43877-1-II, 2014 WL 1494107 (Wash. Ct. App. Apr. 15, 2014).
- Obtained an order compelling the plaintiffs to arbitrate their claims against an architectural firm in a case in which the plaintiffs claimed that they had been victims of a real estate scheme to defraud investors in connection with the redevelopment of vacant lots in the City of Chicago. *Blythe Holdings, Inc. v. Flawless Financial Corp.*, No. 06-C-5262, 2009 WL 103196 (N.D. Ill. Jan. 15, 2009).
- Obtained summary judgment in favor of a leading material-science technology company on claims that it breached various technology licensing agreements. *SMS Demag Aktiengesellschaft v. Material Sciences Corp.*, 528 F. Supp. 2d 887 (C.D. Ill. 2007).

## **ACCOLADES**

- *Super Lawyers*® Illinois Rising Stars 2018
- *Super Lawyers*® Illinois Rising Stars 2017
- *Super Lawyers*® Illinois Rising Stars 2016
- *Super Lawyers*® Illinois Rising Stars 2015
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- *Super Lawyers*® Illinois Rising Stars 2010
- *Super Lawyers*® Illinois Rising Stars 2009

## **AFFILIATIONS**

- American Bar Association
- Chicago Bar Association
- Chicago Legal Clinic
- Illinois State Bar Association

## NEWS

- Walker Wilcox Obtains Dismissal of Coverage and Bad-Faith Action Arising Out of Malicious Prosecution Claim
- Walker Wilcox Successfully Represents Insurer in Bad-Faith Action Alleging Failure to Settle
- Walker Wilcox Successfully Represents Insurer in Seventh Circuit Appeal Affirming Denial of Coverage for Overdraft Class Action
- Walker Wilcox Wins Appeal in Washington
- Walker Wilcox Successfully Defends Favorable Trial Ruling on Bad Faith Before 9th Circuit Court of Appeals