



John Cavo

Overview

John Cavo focuses his practice on insurance coverage litigation, including general liability, professional liability, auto, trucking, and directors and officers liability. He also counsels clients on all coverage-related matters, including bad faith avoidance and insurer best practices.

Mr. Cavo handles all phases of coverage advice and litigation involving first-party property and business interruption issues nationwide, including claims related to Hurricane Katrina, Hurricane Wilma, Hurricane Matthew, COVID-19, and other CAT events.

He places emphasis on early resolution of claims and litigated matters, including arbitration, mediation and appraisal. He also routinely assists business partners, including claims and underwriting teams, in identifying underwriting and coverage issues, as well as implementation of best practices from a risk management standpoint.

Mr. Cavo also has extensive experience in appellate practice, previously serving as a lead appellate attorney in Miami.

Admissions

- Illinois
- Florida
- United States Court of Appeals
 - 11th Circuit
 - 7th Circuit
- U.S. District Courts
 - Northern District of Illinois
 - Southern District of Illinois
 - Western District of Tennessee
 - Northern District of Florida
 - Middle District of Florida
 - Southern District of Florida
 - New Mexico



Partner

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Related Practices

- Insurance
- General Liability Coverage
- First-Party Property/Business Interruption
- Professional Liability Errors & Omissions - Coverage
- Bad Faith Litigation

Education

- St. Thomas University – J.D.
- SUNY Oswego – B.A.

Experience

Representative Cases

- *Atain Specialty Ins. Co. v. James Hodge d/b/a Riverbend Tree Service, et al.*, 2023 WL 1959136 (S.D. Ill. Feb. 13, 2023) (currently on appeal) (finding no coverage under policy's auto exclusion on multi-million dollar judgment against insured)
- *Lendlease (US) Constr., Inc. v. Nat'l Fire Ins. Co. of Hartford*, 2022 WL 2339420 (D.S.C. June 27, 2022) (summary judgment granted finding general contractor was not additional insured and claims barred by continuous and progressive injury limitation)
- *3644 13th Street NW, LLC v. Atain Spec. Ins. Co.*, 2022 WL 111245 (D.D.C. Jan. 12, 2022) (summary judgment finding no duty to defend insured for claims by adjoining property owners under policy's designated premises endorsement).
- *"Atain Spec. Ins. Co. v. Carolina Prof'l Builders, LLC, No. 2:18-cv-2352-BHH, 2020 WL 5877143 (D.S.C. Oct. 2, 2020) (summary judgment finding insurer had no duty to defend or indemnify general contractor on a \$3.9 million construction defect claim on an issue of first impression in SC regarding the policy's continuous or progressive injury limitation endorsement).*
- *Mt. Hawley Ins. Co. v. Dania Dist. Ctr., Ltd.*, 763 F. Supp. 2d 1359 (S.D. Fla. 2011), *aff'd*, 513 Fed. App'x 890 (11th Cir. 2013) (obtained summary judgment in favor of insurer; \$19 million consent judgment excluded under policy's pollution and continuous injury exclusions)
- *James River Ins. Co. v. Med-Waste Mgmt., LLC*, 46 F. Supp. 3d 1350 (S.D. Fla. 2014) (summary judgment for insurer facing \$10 million consent judgment in class action, finding no coverage under policy's TCPA exclusion)
- *Miranda Constr. Devel. Inc. v. Mid-Continent Cas. Co.*, 763 F. Supp. 2d 1336 (S.D. Fla. 2010) (summary judgment for insurer regarding construction defect claim against home builder)
- *Kenneth Cole Productions, Inc. v. Mid-Continent Cas. Co.*, 763 F. Supp. 2d 1331 (S.D. Fla. 2010) (summary judgment for insurer in water damage claim by store against contractor that damaged fire sprinkler system)
- *James River Ins. Co. v. Oscar I. Garcia, Architect, P.A.*, 856 F. Supp. 2d 1284 (S.D. Fla. 2012) (no coverage in case involving first impression of specific extended reporting period language in claims made policy)
- *Geovera Spec. Ins. Co. v. Hutchins*, 831 F. Supp. 2d 1306 (M.D. Fla. 2011), *aff'd*, 504 Fed. App'x 851 (11th Cir. 2013) (no coverage under policy's assault and battery exclusion)
- *Hamid Mohebbi, Pharm.D v. Founders Ins. Co.*, 41 F. Supp. 3d 1412 (S.D. Fla. 2014) (no coverage for judgment creditor where insured breached policy's late notice and cooperation conditions)
- *Maxum Indem. Co. v. Fla. Constr. Svcs, Inc.*, 59 F. Supp. 3d 1382 (M.D. Fla. 2014) (no coverage under policy's absolute pollution exclusion in claim involving fatal carbon monoxide poisoning)
- *Maryland Cas. Co. v. Smartcop, Inc.*, 2012 WL 4344571 (S.D. Fla. Jul. 6, 2012) (no coverage for fatal car crash of Monroe County, FL sheriff's deputy under policy's software exclusion)

- *Maxum Indem. Co. v. Flanigan & Assoc. Ins., Inc.*, 2013 WL 3389449 (M.D. Fla. Jul. 8, 2013) (no coverage for wrongful acts prior to claims made policy's retroactive date)
- *RLI Ins. Co. v. Melchione*, 2017 WL 3669517 (M.D. Fla. June 15, 2017) (no coverage under rental and commercial use exclusions in umbrella policy)
- *Rowland v. Diamond State Ins. Co.*, 2013 WL 5275905 (S.D. Fla. Sept. 18, 2013) (foster care provider did not qualify as an insured under policy issued to state agency's subcontractor)
- *James River Ins. Co. v. Retro, LLC*, 2016 WL 3360698 (M.D. Ala. June 9, 2016) (no coverage under policy's assault and battery exclusion)
- *Millennium Partners, LP v. Colmar Storage, LLC*, 494 F.3d 1293 (11th Cir. 2007) (affirming judgment in favor of coffee broker in bailment action against warehouse)
- *Pendergrass v. R.D. Michaels, Inc.*, 936 So. 2d 684 (Fla. 4th DCA 2006) (affirming summary judgment in favor of employer for workers' compensation immunity)
- *Rouse-Miami, LLC v. Bentley's Luggage Corp.*, 948 So. 2d 928 (Fla. 3d DCA 2007) (reversing summary judgment on claim for breach of contract)
- *McKinney v. Fortune Ins. Co.*, 949 So. 2d 225 (Fla. 3d DCA 2006) (insurer with paper title to salvaged vehicle was not liable for owner's negligent use of vehicle)
- *Young v. State*, 791 So. 2d 1121 (Fla. 4th DCA 2000) (reversing conviction based on introduction of improper character evidence)