John Edward Herndon, Jr.

Direct Dial: (850) 558-3022
Fax: (954) 967-8577
E-Mail: eherndon@conroysimberg.com
Office Location: Tallahassee

John Edward Herndon, Jr. is a partner in the firm's Tallahassee office. After graduating from Florida State University in 1970, Ed attended the University of Miami Law School. During the day Ed worked as a bailiff and law clerk for a Miami Circuit Court Judge, the Honorable James W. Kehoe. In 1975, after graduation from law school, Ed began his insurance defense career in Miami with the law firm of Stephens, McGill, Thornton & Sevier (since renamed). In 1986, Ed joined Hinshaw & Culbertson in Miami, where he remained until 1992. In 1992, Ed joined Conroy Simberg in the firm's Hollywood office. He became a partner with Conroy Simberg in 1997. Ed is also a Circuit Civil Mediator.

Education:

- J.D., *cum laude*, University of Miami Law School
  - Dean's List
  - Law Review
- B.S., Florida State University

Practice Areas:

- Bad Faith & Extra Contractual Litigation
- Commercial Litigation
- Construction Litigation
- Insurance Coverage
- General Liability & Casualty
- Automobile Litigation
- Medical Malpractice
- Dental Malpractice
- Professional Liability & Services
- Products Liability
- Employment Law
- Personal Injury Protection Insurance
- Directors & Officers Liability
- First Party Property & Coverage
- Governmental Liability
- Intentional Torts
- Mass Torts
- Premises Liability
- Trucking Litigation
- Class Actions
- Pharmaceutical and Medical Devices

Bar Admissions:

- State of Florida
- U.S. District Court, Southern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. States Court of Appeals, Eleventh Circuit
- U.S States Supreme Court
- U.S. District Court, Northern District of Florida

Professional Affiliations:

- Florida Defense Lawyers Association
- Defense Research Institute

Representative Experience:

- XYZ Insurance Company brought suit against its insured, Boardwalk Condominium Association, Inc., to recover overpayments made to Boardwalk in connection with claims for flood damage that Boardwalk had made under the policy issued to it by XYZ Insurance Company. Boardwalk's professional liability insurers, XYZ Insurance Company 2 and XYZ Insurance Company 3 both denied coverage to Boardwalk on the ground that the claim made against Boardwalk by XYZ Insurance Company for return of the overpayments was not a claim made during the policy periods of the respective claims-made policies issued by XYZ Insurance Company 2 and XYZ Insurance Company 3. On cross-motions for summary judgment, the District Court determined that the claim made by XYZ Insurance Company against Boardwalk was a claim that was made and reported during the term of the XYZ Insurance Company 2 policy and was not, therefore, reported during the term of the XYZ Insurance Company 3 policy.

- XYZ Insurance Company issued a commercial general liability policy to its named insured, Suncoast Medical Clinic, LLC. A claim, and later suit, was brought against Suncoast by the Estate of Charles J. Ziolkowski for medical malpractice. In addition to the claim for medical malpractice, the complaint in the wrongful death lawsuit of the Ziolkowski Estate also alleged that Suncoast had failed, from an administrative standpoint, to have sufficient policies, procedures and staffing in effect so as to prevent the alleged acts of medical malpractice. XYZ Insurance Company's general liability policy contained a standard professional liability exclusion. XYZ Insurance Company, having offered to defend its insured under a reservation of rights, thereafter instituted an action for declaratory relief in the United State District Court, Middle District of Florida, Tampa Division, seeking a judicial declaration that coverage for the claim was precluded by the professional liability exclusion contained within its policy. In determining the issues raised on cross-motions for summary judgment filed by Suncoast and XYZ Insurance Company, the District Court, in a published opinion, determined that the professional liability exclusion was applicable and, therefore, no coverage for the claim was afforded under the XYZ Insurance Company policy.

- XYZ Insurance Company issued a general liability insurance policy to its named insured, Montecito Investments, LLC. By endorsement, Montecito Renaissance, Inc. was listed as an additional insured under the policy. A lawsuit was brought against Montecito Renaissance by a condominium association, the Avalon at Clearwater Condominium Association, Inc., alleging various acts of negligence on the part of Montecito in connection with the conversion of the condominium's buildings and other infrastructure from apartments to a condominium. Colony instituted an action for declaratory relief against Montecito and, also, against the condominium association, Avalon, seeking a judicial declaration that various endorsements contained within the policy precluded coverage for the claims being asserted by Avalon against Montecito.

- After extensive discovery, XYZ Insurance Company filed a Motion for Summary Judgment arguing that the various causes of action alleged in the underlying litigation either did not constitute an "occurrence" under the policy, did not constitute "property damage" under the definitions of the policy, any "property damage" that did occur outside the term of the

policy and, lastly, were excluded by virtue of an endorsement that precluded coverage for any construction-related activities in connection with condominium conversation. The court, in a lengthy opinion, determined that none of the 14 counts contained within the complaint filed against Montecito were covered under the policy since these causes of action either did not constitute an occurrence, did not constitute a claim for property damage, did not occur within the term of the policy or were otherwise excluded.

Speaking Engagements:

- "Navigating the Intricacies of Class Action Litigation," AnnualANPAC SIU/MIST/Litigation Training Conference, 2002
- "Common Coverage Issues and Considerations when Handling Claims Under Truckers Coverage and Garage Coverage Policies," YorkSTB, Inc., 2004
- "Common Coverage Issues and Considerations when Handling Claims Under Truckers Coverage and Garage Coverage Policies," U.S. Security Insurance Company, 2004
- "The Adjuster as a Witness," AnnualANPAC SIU/MIST/Litigation Training Conference, 2006
- "An Overview of Florida Bad Faith Law,"Chubb, 2008
- "Common Coverage Issues and Considerations when Handling Claims Under Truckers Policies," Zurich North America, 2008
- "Handling of Time Limit Demands in Florida," Burlington Insurance Company, 2009

Honors & Distinctions:

- *The Best Lawyers in America, 2020-2027,* Listed in Florida for Insurance Law; Litigation - Insurance; Personal Injury Litigation - Defendants; Product Liability Litigation - Defendants
- AV® Preeminent™rated by Martindale-Hubbell
- Book Awards from University of Miami Law School in administrative law, criminal law and evidence