



Jill B. Berkeley, Esq.

Chicago, Illinois, United States of America

### Primary Areas of Expertise

Personal Injury  
commercial litigation  
Products Liability  
professional malpractice  
Environmental  
Insurance

**Current Employer-Title** Neal, Gerber & Eisenberg LLP

**Profession** Attorney

**Work History** Of Counsel, 2021- present; Senior Counsel, 2018 – 2020; Partner and Chair (Insurance Policyholder Practice Group), Neal Gerber & Eisenberg LLP, 2011 – 2017; Partner and Co-chair Insurance Recovery Group, Howrey LLP, 2006 – 2011; Partner and Head of Insurance Practice Group, Schiff Hardin LLP, 1993 – 2006; Of Counsel, Cassiday Schade & Gloor, 1988 – 1993; Attorney, Private Practice, 1986 – 1988; Partner, Dardick & Denlow, 1983 – 1986; Associate, Hinshaw & Culbertson, 1975 – 1983.

**Experience** As of 2018, withdrew from first-chairing all pending litigation, in order to focus on serving as a neutral or party-appointed arbitrator. Forty-five years of handling complex litigation at the trial and appellate levels and more than 15 years as an Arbitrator. Matters include representation of professionals and corporations in diverse industries, including utilities, construction, environmental, trucking, real estate, manufacturers, and health care providers. Subject matter of cases included breach of contract and indemnity disputes, allocation, damages calculations, shareholder disputes, product liability and mass tort, professional malpractice, and infringement and disparagement.

Extensive experience in the representation of policyholders and claimants in coverage litigation involving toxic torts and hazardous wastes, environmental pollution, construction, products liability, intellectual property, first party property, business interruption and excess liability matters. From 1975-1993, represented insurers in defense and coverage matters.

Representative cases include:

-Sentry Ins. Co. v. Continental Cas. Co, 2017 IL App (1st) 161785, aff'g Sentry Ins. Co. v. Northwestern Medical Faculty Foundation, 2016 WL 3566332 (Ill. Cir. Ct. 5/19/2016)

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- Cincinnati Ins. Co. v. Blue Cab Taxi Assn, 2015 U.S. Dist. LEXIS 40895 (N.D. Ill. 3/31/15)
- Union Elec. Co. v. Aegis Energy Synd. 1225, 713 F.3d 366 (8th Cir. (Mo.) 2013)
- Fox v. Will County, 2012 U.S. Dist. LEXIS 115255 (N.D. Ill. 8/15/12)
- Union Elec. Co. v. Energy Ins. Mut, 689 F.3d 968 (8th Cir. (Mo.) 2012)
- Omegaflex v. Pacific Employers Insurance Company, Mass.App. No. 09-P-628 (11/16/10)
- American Economy Insurance Co. v. Holabird & Root, 886 N.E. 2d 1166 (Ill. App. 2008)
- Country Life Ins. Co. v. St. Paul Surplus Lines Ins. Co., 422 F. Supp. 2d 977 (C.D. Ill. 2006)
- Indemnity Insurance Company of North America v. Melton Truck Lines, Inc., 2004 WL 2034074 (N.D. Ill., 9/7/04)
- Utica Mutual Insurance Company v. The David Agency, et al., 327 F. Supp. 2d (N.D. Ill. 2004)
- Aetna Cas. & Sur. Co. v. O'Rourke Brothers, Inc., 776 N.E.2d 588 (Ill. App. 2002)
- American States Ins. Co. v. Koloms, 666 N.E.2d 699 (Ill. App. 1996), aff'd 687 N. E.2d 72 (Ill. 1997).

## **Alternative Dispute Resolution Experience**

Arbitration - Experience includes cases involving: (a) Party Appointed arbitrator in three-person panel: Adjudication of retro WC premiums and refund; (b) Party Appointed arbitrator in three-person panel: Adjudication of application of third party payments to satisfy SIR in products liability cases; (c) Umpire in three-person panel: Adjudication of breach of warranty, consumer fraud, and consequential damages in sale of technical equipment; (d) Neutral in single arbitrator panel in adjudication of liability for payment under insurance provision in lease; (e) Party Appointed arbitrator in three-person panel adjudication of computer contract dispute based on interpretation of contract; (f) Party Appointed arbitrator in three-person panel adjudication of insurance dispute over application of number of occurrences limit; (g) Neutral in single arbitrator panel adjudication of insurance dispute over trigger of coverage; (h) Party Appointed arbitrator in three-person panel adjudication of insurance dispute over application of dishonesty exclusion in Professional Liability Policy; (i) Party Appointed arbitrator in three-person panel adjudication of insurance dispute over misrepresentation in application in Professional Liability Policy; (j) Neutral in single arbitrator panel adjudication of insurance dispute over homeowner policy repair or replacement of roof damaged by hail; (k) neutral appraiser in personal property evaluation of over \$1 million; (l) Neutral umpire in consumer arbitration claim involving wireless phone contract; (m) Party appointed arbitrator for Claimant in three-person panel to determine insurance coverage for municipality for civil rights action; (n) Neutral in consumer fraud case under Illinois automobile financing agreement; (o) Party-appointed arbitrator for Claimant in three-person panel in ERISA coverage dispute; (p) Neutral in three-person panel in business litigation between insurer and its broker/agent in dispute over commissions; (q) appointed Neutral in \$1 million dispute over property loss for damage under homeowner's policy; (r) Neutral in dispute over property loss for roof damage under homeowner's policy; (s) Neutral

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in commercial dispute re violations of Telephone Consumer Protection Act ("TCPA") and Illinois Consumer Protection Act; (t) Party-appointed arbitrator for Claimant in three-person panel in insurance dispute re cost overruns in construction of power plant under professional liability policy; (u) Party-appointed arbitrator for Claimant in 3-person panel in insurance coverage dispute under professional liability policy for Texas fraud case; (v) Party-appointed arbitrator for Claimant in 3-person panel in insurance coverage dispute re environmental contamination in New Jersey; (w) Neutral appointed in two consumer arbitrations alleging unsolicited phone calls to Claimant's cellular and/or residential landline telephones in violation of the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act; (x) Neutral appointed in consumer arbitration alleging fraud against car dealership under retail installment contract for purchase of vehicle; (y) Neutral appointed in consumer arbitration alleging unfair deceptive trade practices in administering debit card; (z) Neutral appointed in two first-party property homeowner's claims arising out of damage to roof; (aa) Appointed chairperson of 3-person panel for appeal of AAA arbitration order entered in a consumer matter alleging violations of the Equal Credit Opportunity Act.

## **Education**

Northwestern University (JD-1975); University of Michigan (BA, Journalism, high distinction, high honors, Phi Beta Kappa-1972)

## **Professional Licenses**

Admitted to the Bar: Illinois (1975); U.S. District Court: Northern (1975) and Central (1996) Districts of Illinois, Northern District of Indiana (1992); U.S. Court of Appeals, Seventh Circuit (1992).

## **Professional Associations**

American Bar Association (Tort Trial & Insurance Practice Section; Insurance Coverage Litigation Committee, Past Chair; Fellows, Past Chair; History Committee, Past Chair; Scope & Correlation Committee, Past Chair; Scope & Correlation Committee, Past Chair; Insurance Programs Steering Committee, Past Chair; Communications Coordinating Committee, Past Chair; Governing Section Council, Past Member; Minority, Women & General Membership Involvement Committee, Past Chair; Self-Insurers and Risk Managers Committee, Past Chair); Illinois State Bar Association (Academy of Illinois Lawyers, Past Regent; Insurance Law Section Council, The Policy, Online Index Editor, Past Editor; Insurance Law Section Council, Past Chair); Association of Professional Insurance Women; Defense Research Institute; Illinois Association of Defense Trial Counsel (Past Member Board of Directors; Membership Committee, Past Co-Chair; Insurance Coverage Committee, Past Chair); American College of Coverage and Extracontractual Counsel: Fellow, 2012 - present; Regent, Board of Directors, 2014-2017.

## **Recent Publications & Speaking Engagements**

PUBLICATIONS: CGL REPORTER - THE INSURANCE COVERAGE LITIGATION HANDBOOK, Dallas: International Risk Management Institute, Inc., 1986-2017; "To the Policy Limits and Beyond," The Brief, ABA Tort Trial & Insurance Practice Section, Vol. 47, No. 3. (Spring 2018); "Coverage for Indemnity Claims," IDC Quarterly, 2016; "Products Liability Consumer Class Actions

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Coverage," 51 Tort & Ins. L. J. 857 (2016); "Coverage B: Personal Injury & Advertising Injury Liability Trends," Defense Research Institute, Insurance Coverage and Claims Institute (2016); "What Clients Want from Their Coverage Lawyers," ABA Tort Trial & Insurance Practice Section's The Brief (Fall 2014); "To the Policy Limits and Beyond," ABA Insurance Coverage Litigation, Vol. 23, No. 4, Pg. 12, (September – October 2013); "Mediation: Coverage Lawyer as Captain of the Settlement," Defense Research Institute, Insurance Coverage and Claims Institute, (April 2013); "Co-Author, "Did You Provide Timely Notice Of That Discrimination Claim," The Illinois Manufacturer, Fall 2011; "Additional Insured Endorsements: Watch Your Language!" Risk, 4th Quarter 2010; "Estoppel - Duty to Defend and Beyond," Coverage, Vol. 10, No. 5, September-October 2010; "When Economic Loss Is Claimed: Is There Coverage?" Risk, Fall 2009; "A Practical Guide for Defense Counsel of the TriPartite Relationship," Ethics And The Legal Profession, Illinois Association of Defense Trial Counsel, June 2008; coauthor, "Duty to Defend," Commercial and Professional Liability Insurance, Illinois Institute of Continuing Legal Education (2006-2010).

SPEAKING ENGAGEMENTS: "Extra Contractual Insurance Claims: When Good Faith Handling Misses the Mark or Implodes," ABA TIPS Section Conference, April 2017; "Changes in Latitude, Changes in Attitudes," ABA TIPS 25th Annual Insurance Coverage Litigation Committee Mid-Year Program, February 2017; "Bad Faith Cases and Mediation: How to Succeed, How to Fail," Defense Research Institute, Webinar, January 2017; "Bad Faith Liability," IDC Insurance Seminar, January 2016) "Defective Construction Claims: Where Breach of Warranty and Covered Occurrences Merge or Divide," ACCEC 2014 Insurance Law Symposium, "Ethical Obligations of Representing the Additional Insured," Annual Spring Seminar, Illinois Association of Defense Trial Counsel, March 2014; "Duty to Defend," Primer on Insurance Law, Illinois Institute of Continuing Legal Education; "Indemnity Clauses," Construction Insurance Program ABA Forum on Construction, September 2011; "What Is Cyber Insurance and Is It Worth the Cost?" Webinar hosted by Neal Gerber & Eisenberg, Chicago, IL, September 2011; "Mitigating the Erosion of Liability Insurance Limits," 30th Annual Construction Risk Conference, International Management Institute, Inc., Nov. 2010; "Targeted Tender: Policyholder Sword and Insurer Shield," Chicago Bar Association/Young Lawyers Section Seminar Hot Topics in Insurance Coverage, April 2010; "Issues that Affect the Settlement of Complex Litigation Cases," Illinois Association of Defense Trial Counsel 2010 Claims & Defense Tactics Symposium; "Allocation of Defense Costs," 29th Annual Construction Risk Conference, International Management Institute, Inc., November 2009; "Life of an Insurance Case: Including Coverage Issues and Duties of the Insurer and the Insured," ISBA Insurance Law Update, November 2009; "Conflicts in the TriPartite Relationship," Illinois Association of Defense Trial Counsel Ethics and the Legal Profession, June 2008; "From 40 to 1: Unified Defense on Wrap Project," Mealey's Wrap Insurance Conference, June 2008; "Responding to the Reservation of Rights," 27th Annual Construction Risk Conference, International Risk Management Institute, Inc., November, 2007.

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**Citizenship** United States of America  
**Languages** English

**Compensation**      Hearing: \$595.00/Hr  
Study: \$595.00/Hr  
Cancellation: \$500.00/Day  
Cancellation Period: 2 Days  
Comment: Preparation time will be charged. Will only charge for travel time during non-business hours.

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