



## April T. Villaverde

### Co-Partner in Charge of Metropark Office

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April Villaverde has extensive insurance coverage experience. Her practice focuses on representing insurance companies in disputes arising out of commercial general liability disputes and bad faith litigation. She represents insurance carriers on a broad scope of coverage issues and disputes concerning bad faith, sexual abuse, product liability, environmental liability, toxic tort, construction defects, and professional liability claims. She regularly provides counseling and representation to both domestic and international insurers in resolving complex insurance coverage disputes involving general liability, EIL, errors and omissions, professional liability, and first-party policies in both state and federal courts throughout the country. April is consistently focused on early resolution and commonly obtains voluntary dismissals. April's experience also includes appearances in the New Jersey Appellate Division.

In addition, April oversees e-discovery efforts, negotiates protocols, and advises clients on vendor contracts, preservation, and collection. She has also obtained a dismissal in the New Jersey Superior Court on a motion for spoliation based on electronic discovery violations of the insured discovered through e-discovery.

April completed a secondment with Markel Services Incorporated, working with the Assistant General Counsel and the Extra-Contractual group to litigate bad faith claims and mitigate contractual exposures.

April is the co-partner-in-charge of the firm's Metropark office.

Prior to joining Hinshaw, April practiced at a global insurance and claims firm. During law school, she was a law clerk to the Honorable Ariel A. Rodriguez P.J. A.D., in the New Jersey Superior Court, Appellate Division.

## Professional Affiliations

- American Bar Association
- New Jersey State Bar Association
- New York State Bar Association

## Honors & Awards

- Named 2023 Client Service All-Stars by *BTI Consulting*

## Industries

Insurance & Reinsurance

Insurer Litigation — Bad Faith/  
Extra-Contractual

## Education

J.D., Rutgers Law School, 2006

B.A., Rutgers University–New  
Brunswick, 2001

## Admissions

New Jersey

New York

U.S. Court of Appeals for the  
Third Circuit

U.S. District Court for the  
District of Colorado

U.S. District Court for the  
District of New Jersey

U.S. District Court for the  
Eastern District of New York

U.S. District Court for the  
Northern District of New York

U.S. District Court for the  
Southern District of New York



## Representative Matters

- *G.S. Carpentry, Inc. v. Markel Corp.*, No. 5:23-cv-0972, 2023 US Dist LEXIS 131751, at \*10 (E.D. Pa. July 31, 2023). The Eastern District of Pennsylvania dismissed the claims against the claim administrator, finding adjusters are not liable for breach of insurance contract or related claims because an insurer denies coverage; claims for breach of contract and violation of the PA UTPCPL fail as a matter of law against an insurance claim adjuster where there is no privity with the insured.
- *Evanston Ins. Co. v. Sea Light Design-Build, LLC*, No. 1:20-cv-01685-SB, 2023 US Dist LEXIS 48092, at \*6-7 (D. Del. Mar. 21, 2023). The court found that Evanston had no duty to defend the insured because the injured plaintiff was an employee or subcontractor, and the policy excludes coverage for those groups. The court found the complaint supports that claim but also found extrinsic evidence to the complaint also supports dismissal because the record confirms the injured plaintiff was working for the insured. Delaware is a four-corner state, allowing reliance on extrinsic evidence; however, where helpful to the judge.
- *Evanston Ins. Co. v. M & M Gen. Carpentry, LLC*, No. 19-cv-11029, 2020 US Dist LEXIS 123343, at \*8 (D.N.J. July 14, 2020). The New Jersey District Court granted Evanston's motion for summary judgment, finding the underlying decedent was an employee of the subcontractor working for the insured, and, therefore, the plain language of the Bodily Injury to Contractor or Subcontractor exclusion applied to preclude coverage.
- *Evanston Ins. Co. v. A & R Homes Dev., LLC*, 2019 N.J. Super. Unpub. LEXIS 379, 2019 WL 661587, at \*4, 6 (App. Div. Feb. 19, 2019). The New Jersey Appellate Division affirmed the trial court decision, finding Evanston's Bodily Injury to Contractor or Subcontractor exclusion clearly precluded coverage for injuries to the plaintiff, an employee of an insured's subcontractor. The court found the policy was unambiguous and rejected the reasonable expectations arguments advanced. The court also found the decision in favor of Evanston against its insured binding on the injured party named as an interested party pursuant to the New Jersey Declaratory Judgment Act.
- *Mejia v. Santana Elec. Work, LLC*, No. HUD-L-2530-17, 2019 WL 11583222, at \*1 (N.J. Super. L. Jan. 08, 2019). The court found that the employer liability exclusion in the Evanston Insurance Company policy was unambiguous and fully precluded coverage by its employee.
- *Evanston Ins. Co. v. Astral Energy LLC*, 2018 N.J. Super. Unpub. LEXIS 4112, \*10 (N.J. Super. L. Apr. 6, 2018). The New Jersey law division found the claims by the underlying plaintiff for TCPA violations do not allege a "bodily injury," or "property damage," or "occurrence" that might be covered. The court also found that the TCPA exclusion precluded coverage for all claims in the lawsuit.
- *Mouratidis v. Mourtos*, No. 18-1176 (JBS/JS), 2018 US Dist LEXIS 196707, at \*9-10 (D.N.J. Nov. 19, 2018). The New Jersey District Court granted the motion to dismiss, finding the Lexis search performed showed the plaintiff was a resident of New Jersey as he was registered to vote in New Jersey, with a voter status of "active," and issued a New Jersey driver's license.
- *Tudor Ins. Co. v. First Advantage Litig. Consulting, LLC*, 2012 US Dist LEXIS 120178, at \*49-50 (S.D.N.Y. Aug. 21, 2012). The Southern District of New York granted Tudor Insurance Company's motion for summary judgment based on late notice, finding the insured's notice of claim was untimely.
- *Reid v. Transp. Ins. Co.*, 502 F App'x 157, 160-161 (3d Cir 2012), aff'd *Reid v CNA Ins. Co.*, No. 10-6246 (RBK/JS), 2011 US Dist LEXIS 127182, at \*2 (D.N.J. Nov. 3, 2011). The Third Circuit affirmed the New Jersey District Court decision finding the underlying plaintiff's bad faith claim barred by the New Jersey Entire Controversy Doctrine because, in first-party UIM litigation, it is more efficient to require a plaintiff to raise his bad faith claim in the same lawsuit in which he seeks insurance benefits. The court found that such a requirement conserves judicial resources while ensuring fairness to plaintiffs.
- *Clarcor, Inc. v. Columbia Cas. Co.*, No. 3:10-00336, 2010 US Dist LEXIS 133366, at \*5-6 (M.D. Tenn. Dec. 16, 2010). The Tennessee Middle District granted Columbia Cas. Co.'s motion for summary judgment was based on the policy's failure to confirm exclusion. The court found that the allegations that the insured's advertisements were false and damaging to the competitor's products were precluded by the failure to confirm exclusion because the plaintiff's products allegedly did not conform to its advertisement.



## Presentations

- Co-Presenter, "Landmines for Corporate Depositions of Insurance Companies, or How Not to Blow Yourself Up!," 2024 DRI Insurance Coverage and Claim Institute, Chicago, Illinois, March 13, 2024
- "The State of Bad Faith in California, Washington, Florida, Georgia, and Missouri," In-House Client Training, August 2022
- "Attorney-Client Privilege in Insurance," Stafford, Webinar, June 2022
- "Mediating to Avoid Nuclear Verdict," 2021 CLM's Focus, October 2021
- "Coverage 101," In-House Client Training, February 2021
- "Effective Coverage Investigation," In-House Client Training, November 2020
- "Duty to Defend Issues - Contractual Indemnity and Additional Insured Tenders," In-House Client Training, June 2019
- "Additional Insured Coverage Analysis," NYCAIW/Client Training, November 2017
- "Ethics in Mediation and Negotiations Seminar," In-House Client Training, December 2016

## Publications

- Co-Author, "Protected or Not? Work-product protection between adjusters and in-house counsel," *CLM Magazine*, November 24, 2020
- Co-Author, "Two New Jersey Supreme Court auto insurance cases to watch in 2021," March 2021
- Co-Author, "Allocation between covered and uncovered claims, and advising the insured of its allocation burden," August 2021