



Pedro E. Hernandez

Partner

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Pedro Hernandez focuses his litigation practice in the areas of insurance coverage, commercial disputes, real estate/construction deals, and trademark/trade secrets. Pedro also represents clients in the entertainment and media industries.

Pedro represents domestic and international insurers in high-profile coverage litigation and bad faith matters throughout the United States. His practice focuses on commercial general liability, errors and omissions, and first-party claims involving high-exposure property damage. In addition, he represents insurers in commercial class actions in multidistrict litigation courts throughout the country. He has tried several cases through verdict.

Pedro is a regular speaker at insurance industry events around the United States and in the United Kingdom on numerous insurance topics.

Pedro joined Hinshaw in 2007. In addition to his practice, Pedro serves as a member of Hinshaw's Executive and Management Committees and is the co-leader of Hinshaw's global Insurance Services Practice Group, as well as the firm's Latin America Team.

Professional Affiliations

- Cuban-American Bar Association
- Hispanic Bar Association

Honors & Awards

- Recognized on the Rising Stars list by *Florida Super Lawyers* magazine, 2014 – 2020

Representative Matters

Pedro litigates in courts throughout the United States, with a particular focus on the Southeastern region. Representative examples of his cases include:

- *Charles Mansfield v. Mid-Continent Casualty Company, et al.* – 2019 U.S. Dist. LEXIS 179990, Case No. 3:19-cv-187-J-20PDB (M.D. Fla. Sept. 18, 2019). Employment exclusion precluded coverage for this large loss.

Practices

Commercial Litigation
Intellectual Property
Latin America
Trademark

Industries

Construction
Insurance & Reinsurance
Insurance Coverage
Insurer Litigation — Bad Faith/
Extra-Contractual

Education

J.D., Pennsylvania State
University Dickinson Law, 2006
B.A., History, Ramapo College
of New Jersey, 2003

Admissions

District of Columbia
Florida
New York
U.S. Court of Appeals for the
Second Circuit
U.S. Court of Appeals for the
Eleventh Circuit
U.S. District Court for the
Middle, Northern, and
Southern Districts of Florida

Languages

Spanish



- *Mid-Continent Casualty Company v. JWN Construction, Inc., et al.* – 2018 U.S. Dist. LEXIS 20529, Case No. 9:17-cv-80286 (S.D. Fla. Feb. 8, 2018). No coverage for carrier based on the CG 2294.
- *Granada Ins. Co. v. JDP Constr., Inc.*, No. CACE 17-005883 (Fla. 17th Cir. Ct. Broward City., Sept. 5, 2017) (Westlaw pending). "The Classification Limitation Endorsement precludes coverage under the Policy for the claims at issue as some or all of D.Ph.'s work at the Property, which caused Gonzalez' injuries, was outside the scope of the business description and Classification Schedule of the Policy."
- *Granada Ins. Co. v. Amarna Painting LLC et al.*, No. 2021-015203-CA-01 (Fla. Cir. Ct. Miami-Dade City. May 25, 2022) (Westlaw pending). "The Classification Limitation Endorsement ... in Granada's Policy preclude coverage for any bodily injury asserted against [insured] and related to its work [at the premises]."
- *Granada Ins. Co. v. GTZ Construction Mgmt.*, No. 2020-006745-CA-01 (Fla. Cir. Ct. Miami-Dade City., Mar. 3, 2021) (Westlaw pending). "Granada's Classification Endorsement precludes any finding that Granada has a duty to defend or indemnify its insured for claims that its insured cause ... in connection with work on a project unless the insured's work on the project was limited to the operations set forth in the Classification Limitation Endorsement. Stated otherwise, the Court finds and agrees that if an insured exceeds the scope permitted by the Classification Schedule, then the Classification Limitation Endorsement negates any duty to defend or indemnify."
- *Granada Ins. Co. v. Only Corp. et al.*, No. 2020-013569-CA-01 (Fla. Cir. Ct. Miami-Dade City, May 13, 2022) (Westlaw pending). "The Court finds that the Classification Limitation Endorsement is unambiguous."... "Granada's Classification Limitation Endorsement Precludes any finding that Granada has a duty to defend or indemnify its insured for claims that its insured caused ... unless the insured's work on the [premises] was limited to the operations set forth in the Classification Limitation Endorsement."
- *Granada Insurance Company v. Keystone, Inc.*, Case No. 2020-CA-002263, (Fla. Cir. Ct. Pasco County Apr. 28, 2021) (Westlaw pending). Ordering that insurance policies were rescinded ab initio because insured misrepresented the number of units it planned to work on.
- *Confidential* – Suit 1: Commercial litigation lawsuit in Colorado dismissed with prejudice on the merits where the complaint sought \$1B in damages.
- *Confidential* – Suit 2: Commercial litigation lawsuit in Colorado dismissed with prejudice on the merits where the complaint sought \$400M in damages.
- Represented two major carriers in the building collapse at the Champlain Towers in Surfside, Florida.
- *Tarragon Stoneybrook Apartments, LLC v. Summit Contractors, Inc., et al.*, in the Circuit Court of the Ninth Judicial Circuit and for Orange County, Florida. Case Number 2006-CA-010888 (Div. 32-- Business Court). Vacated a \$10M (\$13M with interest) judgment against insured and a national carrier.
- *Trovillian Construction & Development, Inc. v. Mid-Continent Casualty Company and Casa Jardin Condominium Association, Inc.*, 2014 WL 201678 (MD Florida, January 17, 2014). No coverage for a \$1.8M consent judgment for failure to allocate.
- *Vintage Properties, Inc. et al., v. Mid-Continent Cas. Co.*, United States District Court, Middle District of Florida. Case No. 10-CV-80836-PAS. Summary judgment on behalf of the carrier based on the pollution exclusion barring coverage for Chinese drywall damages.
- *Chinese Manufactured Drywall Products Liability Litigation* (E.D. La. MDL No. 2047). Represented two major carriers in the litigation and the \$1B global settlement.

Presentations

Pedro speaks on insurance-related topics at industry events in both the United States and abroad.

- Co-Presenter, "A Look at What's Driving Claims and Exposures in the U.S.," Hinshaw & RPC Joint Seminar, London, U.K., February 26, 2020
- "Hot Topics in Florida Insurance Coverage" ABA Section of Litigation Insurance, Coverage Litigation Committee, May 2013
- "Proving Covered Damages: Litigating Construction Defect Cases Following Pozzi Windows and Auchter," ABA Litigation Section Presentation, Coral Gables, Florida, May 2013



Publications

- Co-Author, "[Fire & Rain: 2023 Key Decisions & Developments Impacting the Wide World of Insurance](#)," Mealey's Litigation Reports (2023)

[This article has been published in Mealey's Litigation Reports: Mealey's Coronavirus Law; Mealey's Litigation Report: Class Action; Mealey's Litigation Report: Insurance Bad Faith; Mealey's Emerging Insurance Disputes; Mealey's Emerging Securities Litigation; Mealey's Litigation Report: Asbestos; Mealey's Litigation Report: Reinsurance; Mealey's Emerging Toxic Torts; Mealey's Asbestos Bankruptcy; Mealey's Litigation Report: Catastrophic Loss; and Mealey's Artificial Intelligence.]

- Co-Author, "The Legal Trends Behind 'Social Inflation' in Insurance," *Law360* Expert Analysis, February 21, 2020
- "Florida Courts Rejecting Prejudice as a Matter of Law in Certain Late Notice Cases," Hinshaw Insurance Coverage Alert, July 26, 2011
- "Case Note: *Rights and Accountability in Development (Raid) v. Das Air, Global Witness v. Afrimex: Small Steps Toward an Autonomous Transnational Legal System for the Regulation of Multinational Corporations*," by Larry Catá Backer, *Melbourne Journal of International Law*, March 28, 2009;
- "Multinational Corporations as Objects and Sources of Transnational Regulation," 14 *ILSA Journal of International & Comparative Law*

Community/Civic Activities

Pedro commits to providing a significant amount of pro bono work on behalf of the South Florida community.