

## The Allen Law Group

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### Robert D. Allen

#### Practice Area

Litigation

#### Practice Description

Insurance Coverage/Bad Faith, Reinsurance, Tort and Commercial Litigation; Appellate Law

Bob Allen founded The Allen Law Group on March 1, 2013 after spending nearly 30 years with top firms. Before forming the Allen Law Group, Mr. Allen was the Partner-in-Charge of the Dallas, Texas office of Meckler Bulger Tilson Marick & Pearson LLP. Prior to Meckler, he was an International Partner/Principal at Baker McKenzie and he served as the Chair of the Insurance and Reinsurance Disputes Section of its North American Litigation Practice Group. After a clerkship on the Texas Supreme Court, Bob started his career at Dallas-based Vial, Hamilton, Koch & Knox as an Associate and then a Partner.

Mr. Allen's practice is primarily focused in representing parties in the trial court and appellate proceedings in insurance, commercial and tort litigation in Texas and other regions of the United States. This includes complex insurance coverage, bad faith, fraud, reinsurance and regulatory litigation matters. Mr. Allen also serves as a mediator, arbitrator, umpire, and expert witness in insurance, reinsurance, commercial, tort and attorneys fees disputes.

Mr. Allen has tried cases in Federal and State courts (jury and bench trials) throughout Texas, including rural East Texas, the Texas Gulf Coast, the Rio Grande Valley, as well as the metropolitan areas of Dallas/Fort Worth, Houston and San Antonio. He has acted as lead counsel in ten states other than Texas. Additionally, as a Board-Certified appellate specialist, Mr. Allen has handled appeals in 11 of the 14 Texas intermediate appellate courts, the Federal Fifth, Ninth and Tenth Circuits, the Texas Supreme Court, and the United States Supreme Court. Mr. Allen handles the appeals of his own cases and he also is retained specifically as appellate counsel on cases litigated by other attorneys at the trial court level.

Mr. Allen has been acknowledged by *Texas Monthly* as a "Super Lawyer" for Insurance Defense-Commercial, from its inception and in 2022, he became a 20-year Super Lawyer honoree. From 2005 on, he has been listed as one of the *Best Lawyers in America* for Commercial Litigation. He has been listed in London-based Euromoney Legal Media Group's Bi-annual "Guide to the World's Leading Insurance and Reinsurance Lawyers." One of his jury trial victories was recognized by the *Texas Lawyer* as the #2 Insurance Jury Verdict of 2011. Based on peer review, he holds a Preeminent A.V. rating from Martindale-Hubbell.

## Licenses and Certification

Mr. Allen is licensed to practice law in the state of Texas and is admitted in the Northern, Eastern, Southern and Western Districts of Texas, the District of Arizona, the District of Colorado, the Western District of Oklahoma, the Fifth, Ninth and Tenth Circuit Courts of Appeals and the Supreme Court of the United States of America in the U. S. Federal Court System. He became Board Certified in Civil Appellate Law by the Texas Board of Legal Specialization in 1989 after being licensed for only five years (which is the shortest amount of time allowed for Board Certification).

## Legal Work Experience

March 2013 – Present	The Allen Law Group
September 2007 – February 2013	Meckler Bulger Tilson Marick & Pearson, LLP (Partner-in-Charge of Dallas office)
February 1997 – August 2007	Baker McKenzie, LLP (International Partner/Principal resident in Dallas Office; Chair of North America Insurance Disputes Practice)
January 1991 - January 1997	Vial, Hamilton, Koch & Knox (Partner; Coordinator of Insurance Coverage and Bad Faith Litigation Practice Group)
August 1985 - December 1990	Vial, Hamilton, Koch & Knox (Associate; Tort and Commercial Litigation)
August 1984 - July 1985	Texas Supreme Court (Law Clerk to Associate Justice C.L. Ray)

## Education

Southern Methodist University, Juris Doctor, 1984  
Denison University, Bachelor of Arts, 1978

At SMU, Mr. Allen was an Associate Editor of the SOUTHWESTERN LAW REVIEW and a member of the Moot Court Board. Additionally, he served as a legal extern to the Hon. A. Joe Fish who now is a Senior Judge for the United States District Court for the Northern District of Texas.

## Professional Activities

Mr. Allen is a Fellow and a member of the Board of Regents in the American College of Coverage Counsel. He has been elected to membership in the International Association of Defense Counsel, where he is a past-Chair of the Excess, Surplus Lines and Reinsurance Committee, and the Federation of Defense and Corporate Counsel. He also is a member of DRI, where he is a past-Chair of the International Law Committee, and the Texas Association of Defense Counsel. He participates in insurance related committees in the American Bar Association Litigation Section and the Tort and Insurance Practice Section. In the Texas Bar Association, Mr. Allen is a former council member of both the Insurance Law Section and the Consumer Law Section and a member of the Appellate Law Section. At the Dallas Bar Association, Mr. Allen participates as a Founder and past Chair of the Tort and Insurance Practice Section. He is a Fellow in the American Bar, Texas Bar and Dallas Bar Foundations.

## List of Published Opinions

The following is a list of representative cases litigated by Bob Allen, which have resulted in published opinions.

- *Villalobos v. Hudson Ins. Co.*, 2022 WL 4594029 (W.D. Tex. September 29, 2022) (Removal after severance in state court permitted, however, case remanded due to potential cause of action asserted against non-diverse defendant)
- *CapLoc, LLC v. Liberty Mut. Ins. Europe Ltd.*, 2022 WL 19685 (N.D. Tex. January 3, 2022) (Choice of law; New York choice of law clause held to violate Texas public policy due to expedited notice provisions)
- *CapLoc, LLC v. Liberty Mut. Ins. Europe Ltd.*, 2021 WL 2551591 (N.D. Tex. June 22, 2021) (Financial Institutions Third Party Catastrophe Blanket Bond Insurance Policy: motion to dismiss breach-of-contract claim denied)

- *Markel Ins. Co. v. 2 RJP Ventures, LLC*, 2020 WL 1465893 (E.D. Tex. March 26, 2020) (affirming Magistrate Judge’s ruling that deaths in a van due to gas powered generator fumes covered under the insured’s CGL policy and not its auto policy)
- *Markel Ins. Co. v. 2 RJP Ventures, LLC.*, 2020 WL 1881083 (E.D. Tex. February 27, 2020) (Magistrate Judge’s Report and Recommendation that deaths in a van due to gas powered generator fumes covered under the insured’s CGL policy and not its auto policy)
- *Project Surveillance, Inc. v. The Travelers Indem. Co.*, 2020 WL 292247 (S.D. Tex. January 21, 2020) (Professional services exclusion; held: duty to defend under the insured’s professional liability coverage and not under its general liability coverage)
- *Turner v. The Cincinnati Ins. Co.*, 2020 WL 210809 (W.D. Tex. Jan. 20, 2020) (motion to transfer venue denied because it was unsupported by private and public interest factors)
- *Selective Ins. Co. v. ICI Construction, Inc.*, 2015 WL 12550937 (S.D. Tex. March 13, 2015) (duty to defend a general contractor as an additional insured under a sub contractor’s policy)
- *Companion Prop. And Cas. Ins. Co. v. Opheim*, 2015 WL 731246 (N.D. Tex. Feb. 20, 2015) (late notice/prejudice; abandoned project constitutes a completed operations hazard)
- *Eagle Oil & Gas Co. v. Travelers Property Cas. Co. of America*, 2015 WL 12696493 (N.D. Tex. Jan. 22, 2015) (Attorneys fees expert witness)
- *American Construction Benefits Group, LLC v. Zurich America Ins. Co.*, 2014 WL 144974 (N.D. Tex. Jan. 15, 2014) (Insured’s Declaratory Judgment Count “not ripe for review; statutory bad faith counts dismissed”)
- *Denton v. Suter*, 2013 WL 5477155 (N.D. Tex. Oct. 2, 2013) (federal court refuses counsel’s request to withdraw to avoid delay, disruption of the proceedings and prejudice to the opposing party)
- *Miramar Investments, L.L.C. v. Preferred Income Partners IV, L.L.C.*, 2013 WL 3354573 (Tex. App.—Dallas 2013) (Motion to Dismiss based on settlement)
- *American Construction Benefits Group, LLC v. Zurich American Ins. Co.*, 2013 WL 1797942 (N.D. Tex. April 29, 2013) (D&O Insurance; no coverage for insured’s own loss)
- *Simmons v. Liberty Mutual Fire Insurance Company*, 420 Fed.Appx. 388, 2011 WL 1207619 (5th Cir. 2011) (insurance coverage for claim involving non-compete under multi-level marketing operation)
- *Hollinger v. Home State Mutual Ins. Co.*, 654 F.3d 564 (5th Cir. 2011) (federal court subject matter jurisdiction under the Class Action Fairness Act of 2005)
- *American Bank, F.S.B. v. Auto-Owners Mutual Fire & Cas. Ins. Co.*, 2010 WL 3784282 (N.D. Tex. Sept. 27, 2010) (jurisdiction over out of state insurer who at one time issued policies in Texas)
- *88 King Street, LLC v. The St. Paul Travelers Companies, Inc.*, 2009 WL 330236 (N.D. Tex. Feb. 10, 2009) (application of arbitration provision of *Cumis* statute)
- *National Athletic Trainers Assc., Inc. v. American Physical Therapy Assc.*, 2008 WL 4146022 (N.D. Tex. Sept. 9, 2008) (Antitrust standing; motion to dismiss and motion to transfer venue)
- *Etan Industries, Inc. v. The Travelers Lloyds Ins. Co.*, 2008 WL 1869216 (N.D. Tex. April 28, 2008) (Removal of cases involving unincorporated insurance associations/Lloyds entities)

- *Clark & Co. v. St. Paul & Marine Ins. Co.*, 2008 WL 4635852 (Tex. App.—Dallas 2008, *no pet.*) (Severance between claim and counterclaims)
- *Government Employees Ins. Co. v. Patterson*, 2007 WL 4225504 (Tex. App.—Corpus Christi-Edinburg 2007) (Abuse of discretion to certify class because lack of standing and lack of an adequate trial plan to address the individual issues)
- *Cricket Communications, Inc. v. Trillium Industries*, 235 S.W.3d 298 (Tex. App.—Dallas 2007 *no pet.*) (judicial estoppel/attorneys fees)
- *Safeco Ins. Co. of Am. v. Burr; GEICO Gen. Ins. Co. v. Edo*; 127 S. Ct. 2201 (2007) (Credit Scoring/Fair Credit Reporting Act/Standard for Willfulness)
- *Reynolds v. Hartford Fire Ins. Co.*, 435 F.3d 1081, replacing 426 F.3d 1020, which replaced 416 F.3d 1097 (9th Cir. 2006), *cert. granted*, 2006 U.S. LEXIS 5421 (Sept. 26, 2006) (No. 06-100) *rvrsd* 127 S. Ct. 2201 (2007) (Credit Scoring/Fair Credit Reporting Act)
- *Nutmeg Ins. Co. v. Employers Ins. Co. of Wausau*, 2006 U.S. Dist. LEXIS 7246 (N.D. Tex. Feb. 24, 2006) (priority of coverage between CGL and E&O coverage for blast fax claims)
- *Service Lloyd's Ins. Co. v. J.C. Wink, Inc.*, 182 S.W.3d 19 (Tex. App.—San Antonio 2005, *pet. denied*) (Truth in Lending errors and omissions coverage/whether art. 21.55 applies to the duty to defend)
- *Pennsylvania Gen. Ins. Co. v. CaremarkPCS f/k/a Advancepcs*, 2005 WL 2041969 (N.D. Tex. Aug. 24, 2005) (Declaratory Judgment; first filed rule)
- *Garza v. Exel Logistics, Inc.*, 161 S.W.3d 473 (Tex. 2005) (workers compensation: dual employer doctrine)
- *Haggard Apparel Co. v. Lesl*, 154 S.W.3d 98 (Tex. 2004) (employment law; employee failed to adduce evidence that impairment substantially limited her ability to work)
- *Aumada v. GEICO Gen. Ins. Co.*, 2004 Tex. App. LEXIS 11868 (Tex. App.—Corpus Christi 2004, *pet. denied*) (UM/UIM consent to sue)
- *Westchester Fire Ins. Co. v. Admiral Ins. Co.*, 152 S.W.3d 172 (Tex. App.—Fort Worth 2004, *pet. denied*) (insurability of punitive damages; Texas *Stowers* doctrine)
- *VT, Inc. v. GEICO Gen. Ins. Co.*, 2004 WL 2389450 (N.D. Tex. Oct. 22, 2004) (Motion to Alter/Amend Judgment; Motion for Approval of Supercedeas Bond and Stay)
- *National American Insurance Co. v. American Re-Insurance Co.*, 358 F.3d 736 (10<sup>th</sup> Cir. 2004) (ambiguity in reinsurance agreement; parol evidence)
- *Hawa v. Metropolitan Life Ins. Co.*, 2004 Tex. App. LEXIS 1179 (Tex. App.—Amarillo 2004) (unearned life insurance premiums)
- *CU Lloyd's v. Hatfield*, 126 S.W.3d 679 (Tex. App.—Houston [14th Dist.] 2004, *pet. denied*) (owned auto exclusion in context of a sole proprietorship)
- *Horn v. Government Employees Ins. Co.*, 2004 U.S. App. LEXIS 1301 (10th Cir. 2004) (uninsured motorist coverage/bad faith: whether claimant was a resident of the insured's household)
- *World Omni Fin. Corp. v. GEICO Gen. Ins. Co.*, 2003 WL 23119148 (N.D. Tex. Sept. 22, 2003) (opposed Motion to Join Additional Parties, Fed. R. Civ. P. 20 (a))

- *United Investors Realty Trust v. Hartford Specialty Co.*, 2003 WL 22350647 (N.E. Tex. Sept. 2, 2003) (timing of notice for Claims Made D&O Policy)
- *Reiff v. Roy*, 115 S.W.3d 700 (Tex. App.—Dallas 2003, *pet. denied*) (jurisdictional effect of internet postings)
- *Westchester Fire Ins. Co. v. Admiral Ins. Co.*, 2003 Tex. App. LEXIS 5468 (Tex. App.—Fort Worth 2003) *aff'd on rehearing en banc* 152 S.W.3d 172 (Tex. App.—Fort Worth 2004, *pet. denied*) (insurability of punitive damages)
- *Martin v. GEICO Gen. Ins. Co.*, 2002 WL 34370891 (W.D. Tex. April 2002) (striking Plaintiff's expert witness because proffered testimony was beyond expert's personal knowledge)
- *Garza v. Exel Logistics, Inc.*, 100 S.W.3d 280 (Tex. App.—Houston [1st Dist.] 2002), *rvrsd* 161 S.W.3d 473 (Tex. 2005) (joint employer doctrine for purposes of workers compensation)
- *Greil v. GEICO*, 184 F. Supp. 2d 541 (N.D. Tex. 2002) (first party bad faith; duty to tender uncontested value of claim)
- *Texas Association of Counties County Government Risk Management Pool v. Matagorda County*, 52 S.W.3d 128 (Tex. 2001) (reimbursement of settlement of non-covered claims)
- *Noah v. Government Employees Ins. Co.*, 2001 WL 36199119 (W.D. Tex. April 9, 2001) (Class Action for PIP denials; held class representative lacked standing due to no injury in fact at the time the action commenced)
- *Potomac Ins. Co. of Illinois v. Jayhawk Medical Acceptance Corp.*, 198 F.3d 548 (5th Cir. 2000) (duty to defend; what constitutes professional services for purposes of a professional services exclusion)
- *Webb v. B.C. Rogers Poultry, Inc.*, 174 F.3d 697 (5th Cir. 1999) (federal court abstention for actions brought by Receivers of Insolvent Insurers)
- *Potomac Ins. Co. of Illinois v. Jayhawk Med. Acceptance Corp.*, 1998 WL 920326 (N.D. Tex. Dec. 31, 1998) (Professional services exclusion/duty to defend ; held: the act of referring patients to doctors for elective surgery is not a "professional service" in the context of this case)
- *Matagorda County v. Texas Association of Counties, County Government Risk Management Pool*, 975 S.W.2d 782 (Tex. App.—Corpus Christi 1998) *aff'd* 52 S.W.3d 128 (Tex. 2001) (recoupment of defense costs and settlement for non-covered claims)
- *Saunders v. Commonwealth Lloyd's Ins. Co.*, 928 S.W.2d 332 (Tex. App.—San Antonio 1996, no writ) (bad faith/arson; innocent spouse doctrine)
- *Sentry Ins. Co. v. R.J. Weber Co., Inc.*, 2 F.3d 554 (5th Cir. 1993) (initial 5th Circuit opinion on coverage for advertising injury/burden of proof)
- *Parras v. McClelland*, 846 S.W.2d 44 (Tex. Civ. App.—Corpus Christi 1992, writ denied) (death penalty discovery sanctions)
- *Commonwealth Lloyd's Ins. Co. v. Thomas*, 825 S.W.2d 135 (Tex. App.—Dallas 1992) *vacated* 843 S.W.2d 486 (Tex. 1993) (bad faith/arson)
- *International Ins. Co. v. Dresser Industries, Inc.*, 841 S.W.2d 437 (Tex. App.—Dallas 1992, writ denied) (excess carrier/self-insured dispute)
- *Martin v. Gulf Ins. Group*, 788 S.W.2d 376 (Tex. App.—Dallas 1989, writ denied after oral argument before Texas Supreme Court) (conflicts in jury findings)

- *Turner v. PV International Corp.*, 765 S.W.2d 455 (Tex. App.—Dallas 1988) writ denied per curiam 778 S.W.2d 865 (Tex. 1989) (fraud; lost profits; evidence issues)
- *Six Flags Over Texas, Inc. v. Parker*, 759 S.W.2d 758 (Tex. App.—Fort Worth 1988) (waiver of jury trial; evidence to support damage award)
- *Barnes v. J.W. Bateson Co., Inc.*, 755 S.W.2d 518 (Tex. App.—Fort Worth 1988, writ denied) (statute of repose; constitutional due process)
- *Prudential Ins. Co. of American v. Henson*, 753 S.W.2d 415 (Tex. App.—Eastland 1988, no writ) (submission of jury issues; cross claim procedure)
- *Food Source, Inc. v. Zurich Ins. Co.*, 751 S.W.2d 596 (Tex. App.—Dallas, 1988, writ denied) (boiler and machinery coverage)
- *Mary Kay Cosmetics, Inc. v. North River Ins. Co.*, 739 S.W.2d 608 (Tex. App.—Dallas 1987, no writ) (duty to defend; completed operations exclusion; bad faith)
- *Lone Star Dodge, Inc. v. Marshall*, 736 S.W.184 (Tex. App.—Dallas 1987) (discovery of insurer's investigation file)
- *Moore v. Cotter & Co.*, 726 S.W.2d 237 (Tex. App.—Waco 1987, writ denied) (admissibility of photographs)
- *United States Fire Ins. Co. v. Kelly*, 702 S.W.2d 726 (Tex. App.—Dallas 1986, no writ) (appellate record)