

Dante C. Rohr

Shareholder

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Dante concentrates his practice in complex litigation, with an emphasis on the defense of professionals, including lawyers, accountants, insurance brokers, real estate professionals and directors and officers in matters pertaining to malpractice, negligence and fraud. In addition, he has extensive experience defending architects and engineers, and construction defect matters. Dante also represents private companies as well as Housing Authorities in Florida in connection with employment, ADL, FHA, reasonable accommodation and discrimination claims made to state and federal agencies and courts. Dante additionally has extensive experience with insurance coverage and bad faith litigation, commercial litigation, and intellectual property matters. A trial attorney for over 20 years, Dante has litigated hundreds of cases in the state and federal courts of Florida, New Jersey and Pennsylvania, and has tried cases to verdict in all three states.

Dante is registered to practice before the U.S. Patent and Trademark Office, and his practice includes Federal and state litigation involving patents, copyright, trademarks and trade secrets. He has represented many clients in intellectual property actions including claims for misappropriation of trade secrets and trademark infringement and has represented clients in Federal and State Courts and before the Trademark Trial and Appeals Board.

Dante also has significant admiralty and maritime law experience. As a member of the Maritime Litigation Practice Group, he has experience defending Jones Act claims, defending port facilities with regard to personal injury and property damage claims, maritime construction claims including pier and bulkhead collapses, cargo claims, vessel damage claims and limitation of liability actions.

Dante is admitted to the Bar in Florida, New Jersey, New York and Pennsylvania, the United States District Court for the Middle District of Florida, the District of New Jersey and Eastern District of Pennsylvania, as well as in the Court of Appeals for the Third and Sixth Circuits. Dante received his Bachelor of Science degree in Electrical Engineering

Practices

- Lawyers' Professional Liability
- Insurance Agents & Brokers Liability
- Architectural, Engineering & Construction Defect Litigation
- Miscellaneous Professional Liability
- Non-Profit D&O
- Commercial Litigation
- Intellectual Property, Technology & Media Litigation
- Maritime Litigation
- Insurance Services – Coverage & Bad Faith Litigation
- Employment Law
- Consumer Financial Services Litigation

from Drexel University and his *juris doctor* from Rutgers School of Law - Camden, New Jersey. Before joining the firm, Dante worked as an electrical design and control systems engineer in the manufacturing and machine design fields.

Education

- Rutgers Law School (J.D., 1998)
- Drexel University (B.S., 1992)

Admissions

- New Jersey, 1998
- Pennsylvania, 1998
- U.S. District Court District of New Jersey, 1998
- U.S. District Court Eastern District of Pennsylvania, 1999
- U.S. Patent and Trademark Office, 2002
- U.S. Court of Appeals 6th Circuit, 2005
- U.S. Court of Appeals 3rd Circuit, 2006
- New York, 2021
- Florida, 2022
- U.S. District Court Middle District of Florida, 2022

Honors & Awards

- The Best Lawyers in America©, Commercial Litigation (2024-2027)

Associations & Memberships

- American Intellectual Property Law Association
- Maritime Law Association

Published Works

- "The Need for Clarity in Counseling Customers," *Legal Updates for Insurance Agents & Brokers*, November 2018
- Contributing Author, *IP Claims Quarterly*, 2017-present

Significant Representative Matters

- Defense verdict after trial on the plaintiff's statutory claims seeking recovery on an allegedly dishonored check issued by our client.
- Defense verdict in legal malpractice action where the plaintiff alleged dissatisfaction with the settlement of an environmental and property lawsuit.
- Obtained an involuntary dismissal at close of plaintiff's case in a trucking case arising out of the recovery of a wreck on the Pennsylvania Turnpike.
- Successfully represented an insurance broker in a malpractice action arising out of Superstorm Sandy. After a week of trial and the barring of testimony by plaintiff's damages expert, the plaintiff accepted a settlement proposal on the client's terms.
- Successfully represented a solar energy contractor in a breach of contract suit involving the installation of solar panels on numerous public schools in the State of Hawaii. The matter was tried for over three weeks by a three person binding

arbitration panel. After the conclusion of our case in chief, the plaintiff accepted a settlement upon our client's terms.

- *Republic Franklin Ins. Co. v. Brethren Mut. Ins. Co.*, 824 Fed. Appx. 132 (3d Cir. 2020). The Third Circuit affirmed summary judgment in favor of our client on the scope of additional insured coverage for liability arising out of the use of the leased premises. Applying Pennsylvania's "but for" causation standard, the court held that the customer would not have slipped in the parking lot but for her patronage of the gas station and store, thus finding the incident fell within the coverage provided by the additional insured endorsement.
- *Shirey v. Turner*, 2017 WL 1709811 (E.D.Pa. 2017). District Court granted our motion to dismiss for improper service and lack of personal jurisdiction. Our client lived and worked in Las Vegas and never visited Pennsylvania. The Court noted that even though our client admitted receiving faxes and calls from the plaintiff, those communications alone were irrelevant for purposes of establishing jurisdiction. With no other relevant contacts to the forum, the Court found no jurisdiction to exist.
- *Mattson v. Aetna Life Ins. Co.*, 653 Fed. Appx. 145 (3d Cir. 2016). Affirming dismissal of the plaintiffs' action under the NJ Civil Rights Act alleging communications from the insurer following submission of hospital bills arising from an auto accident were improper requests for payment. The Court held that the NJ Collateral Source Statute and Automobile Insurance Cost Reduction Act were not meant to benefit insureds, and neither were actionable under the CRA which only provided a cause of action for deprivations of certain rights protected by state law.
- *Morse v. Kaplan*, 468 Fed. Appx. 171 (3d Cir. 2012). An attorney-debt collector was sued in a purported class action, Fair Debt Collection Practices Act claim arising from debt collection letters sent on behalf of her client. The District Court granted our motion for summary judgment finding no violation of the FDCPA which was affirmed by the Third Circuit Court of Appeals. Plaintiff had contended that the debt collection letters were false and misleading in violation of the FDCPA. The Third Circuit, applying the "least sophisticated consumer" standard to the debt collection letters sent out by the attorney on behalf of her client agreed with our position that the letters at issue were neither false nor misleading because they were written in the first person "I shall" throughout, it was clear that it is the attorney-debt collector who will assume the debt is valid if there is no response to the letter within 30 days, and the letter is not required to inform the debtor that the debt collector will provide the debtor with the name of the original creditor when, as was the case here, the creditor is the original creditor.
- *Boro Construction, Inc. v. Lenape Reg. High School Dist. Bd. of Edu. v. Digeronimo/Mikula Assoc.*, 445 Fed. Appx. 498 (3d Cir. 2011). General contractor on project to construct a 400-meter running track for school district filed suit against the district alleging breach of contract. The school district filed a third party complaint against our client, the track designer, alleging that track failed to meet specifications. Specifically that it was not 400 meters. On appeal after trial in the district court, the Third Circuit affirmed judgment in favor of our client. The trial court found that the school district's expert made a surveying error from which it concluded that the track did not meet specifications. As a result, the district had the track resurfaced and relined. The trial court rejected the district's expert and credited DiGeronimo's testimony that the track as originally laid out and lined was 400 meters and met all contract specifications.
- *West v. American Honda Motor Co.*, 2008 WL 4104683 (D.N.J. 2008). The district court granted our motion to dismiss on behalf of Honda for insufficiency of services of process and because the plaintiff failed to set forth a claim under the NJ Product Liability Act.
- *Maiale v. Procaccino*, 2005 WL 3675330 (Pa.Com.Pl. 2005). Affirming the trial court's

grant of summary judgment in favor of our client after barring plaintiff from presenting testimony of any expert witnesses.

Results

Summary Judgment Obtained in Contractual Indemnity and Defense Case

We obtained summary judgment in favor of our client on the plaintiff's general contractor's contractual indemnity and defense claims. The general contractor claimed it was owed defense and indemnity under its subcontract with our client. In a prior proceeding, the court entered judgment in favor of the owner against the general contractor for breach of contract and breach of warranty but rejected the owner's claims of negligence and violation of the Florida Building Code. The court agreed with our arguments that the general contractor was estopped from bringing its contractual defense and indemnity claims against the subcontractor because there was a prior judicial determination that neither the general contractor nor our client was negligent, and the general contractor's liability was based on its breach of contract and warranties. The court further agreed that the general contractor could not show that the subcontractor was negligent, where it had taken the position that there was no negligence in the construction and it did not present any affirmative evidence to support a claim of negligence on the part of the subcontractor.

Florida Court Affirms Arbitrator's Decision in Construction Defect Case

We successfully upheld an arbitrator's ruling in a \$13 million construction defect case, defeating claims that our client negligently recommended windows and doors for a coastal Florida home.

The owners' direct claims against the general contractor and our client, the window and door supplier and installer, were arbitrated. The owners claimed the window company misrepresented the fitness of the windows and doors for use in Florida's coastal environment. We argued that the windows and doors were specified by the owner and architect and that our client performed proper due diligence by visiting the manufacturing facility and consulting with the manufacturer's engineers with regard to the application. The arbitrator found no liability as to our client because there was no evidence it was negligent in its recommendation of the product.

Successfully Obtained a Motion to Dismiss in A Data Breach Class Action Case

We obtained a motion to dismiss in a data breach class action arising out of a ransomware attack against a hospital network. The attack compromised personal information of over 90,000 patients. In state court, our motion to dismiss was granted for lack of standing. The state court also granted our motion as to each cause of action for failure to state a claim on the basis that no implied contract existed with the entities for privacy protection and the negligence claims were not available under Florida law.

Complex legal malpractice action dismissed.

We obtained an order of dismissal through pretrial motions in a complex legal malpractice action heard before the United States District Court. It arose out of an underlying first-party coverage action that involved hundreds of thousands of dollars in connection with building damage caused by Hurricane Sandy. The plaintiffs filed a complaint against our clients, certain individuals and a law firm, alleging claims for legal malpractice.

Our motion for summary judgment filed on behalf of the defendants asserted that an order for dismissal should be entered because: (1) the plaintiffs' expert failed to offer an opinion on causation and damages; (2) the individual claims of the plaintiffs should be dismissed since the plaintiffs did not establish an individual claim; and (3) the plaintiffs failed to come forward with proofs to satisfy the punitive damages standard in New Jersey. The court granted our motion for summary judgment.

No Valid Trademark Claim; Verdict is Dismissed

We obtained the dismissal of a former employee accused of trademark infringement. A spray foam insulation company brought a claim for trademark infringement against a former employee. The plaintiff claimed that it had used the mark in connection with its business for over eight years, thereby establishing secondary meaning of the mark in connection with spray foam insulation in the New Jersey market. The plaintiff further alleged the defendants used the mark in marketing and promoting their competing spray foam insulation business in New Jersey. There was no valid claim against our client as there were no facts pled to support the threshold issue, that the plaintiff held a protectable mark. The complaint pled only conclusory allegations that the mark had secondary meaning, and there were no allegations that our client had any interest in the allegedly offending mark.

Successful Defense of Condominium Association Board and Property Manager

The lawsuit was brought by 54 condominium unit owners of a 608-unit, age-restricted planned development against the homeowner's association board, the property manager and the sponsor/developer, for the early transfer of control of the condominium association. Dismissal of the board and the property manager was granted in what was properly a unit owner-sponsor/developer dispute over control of the association. The unit owners alleged that the sponsor/developer was no longer offering new units for sale; rather, they were only renting units, thereby triggering the turn-over provisions in the by-laws. No claims against either the board or the property manager were properly pled in the complaint. Accordingly, the complaint was dismissed as to both.

Summary Judgment in a Complex Third-Party Coverage Action

The declaratory judgment complaint was filed against the landlord that leased three quarries to the insured tenant. The landlord sued its tenant for breach of contract and environmental clean-up costs. The landlord sought coverage as an additional insured to the tenant's CGL policy. The insurer denied coverage. The court granted our motion for summary judgment in favor of the insurer, agreeing that the counterclaims alleged

intentional acts that were not occurrences as defined in the policy, nor did the claims fall within the personal or advertising coverage under the policy. The court further held that, even if coverage were found, it is limited to such damage or injury “caused in whole or in part by the insured’s acts or omissions or the acts or omissions of those acting on the insured’s behalf in the performance of its ongoing operations for the additional insureds.” In light of this clear language in the policy, it follows that coverage was denied because the counterclaims were based solely on the acts or omissions of the landlord, not on the acts or omissions of the tenant or those acting on its behalf. Lastly, the court agreed that there would be no coverage available to the landlord as exclusions apply.

Finance Company Dismissed from Complex, Multi-Million Dollar Lawsuit

Secured a discontinuance for a multi-national auto financing company in a Chancery Division action in New Jersey arising out of claims by a potential franchisee against a dealership, the vehicle manufacturer, the financing company and a potential third-party buyer. The plaintiff’s claims sought over \$30 million in damages stemming from alleged violations of the New Jersey Franchise Act, breach of contract claims, tortious interference allegations and a companion declaratory judgment action. The case involved the exchange of over half a million documents and extensive ESI discovery concerning sensitive consumer credit evaluations, personal net worth summaries, proprietary franchise statements, environmental impact studies, internal board meeting minutes, cell phone records, emails and due diligence materials, all subject to an order of confidentiality.

The discontinuance was instrumental in clearing the path for the client to secure a key financing agreement with a new franchisor in a multi-million dollar dealer purchase. The settlement with the potential franchisee did not involve any contribution by the client.

Thought Leadership

July 1, 2024

Legal Updates for Lawyers’ Professional Liability - CASE LAW UPDATE