

David D. Blake

Shareholder

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David is a member of the firm's Professional Liability Department and devotes his practice largely to insurance coverage, bad faith litigation, and the defense of insurance agents/brokers. His experience with insurance coverage matters include all lines of business including first party property, commercial liability and specialty lines policies. David provides consultation services to insurers and self-insured clients covering all aspects of New Jersey claims handling practices. Prior to joining Marshall Dennehey, David was assistant solicitor for the City of Pleasantville, New Jersey, City of Absecon, New Jersey, Northfield, New Jersey and special counsel to the Casino Reinvestment Development Authority (CRDA), as well as assistant planning board attorney for Galloway Township, New Jersey.

David is a 1990 graduate of Rutgers University (NCAS) and received his *juris doctor* from Claude W. Pettit College of Law at Ohio Northern University in 1994. While in law school, David received the American Jurisprudence Awards for Excellence in the study of Insurance Law, Trusts & Estates and Secured Transactions as well as making the Dean's List.

Practices

- Insurance Services – Coverage & Bad Faith Litigation
- Insurance Agents & Brokers Liability

Representative Cases & Matters

- *Warren & Maryann Andrews v. Merchants Mutual Ins. Co.*, 2016 U.S. Dist. LEXIS 89997
- *Reina v. Twp. of Union*, 2013 U.S. Dist. LEXIS 103406 (D.N.J. July 24, 2013)
- *Kouveliotis v. USCC Cas. Ins. Co.*, 2012 U.S. Dist. LEXIS 148373 (D.N.J. Oct. 16, 2012)
- *Klama v. Zuniga-Elizando et al.*, DOCKET NO. A-1382-09T2, 2011 N.J. Super. Unpub. LEXIS 653 (App. Div. 2011)
- *D.E. v. N. Hunterdon-Voorhees Reg'l High Sch. Dist.*, 2007 U.S. Dist. LEXIS 45121 (D.N.J. June 20, 2007)
- *South Jersey Family Med. Ctr. v. City of Pleasantville*, 176 N.J. 184 (N.J. 2003)
- *Moore v. Acme Corrugated Box Co.*, 1998 U.S. Dist. LEXIS 9897 (E.D. Pa. July 6,

1998)

- *Boody v. Township of Cherry Hill et. al*, 997 F. Supp. 562 (D.N.J. 1997)

Education

- Ohio Northern University Pettit College of Law (J.D., 1994)
- Rutgers, The State University of New Jersey (B.A., 1990)

Admissions

- New Jersey, 1995
- U.S. District Court District of New Jersey, 1996

Honors & Awards

- The Best Lawyers in America®, Litigation - Insurance (2023-2027)

The Best Lawyers list is issued by Woodward & White. A description of the selection methodology can be found [here](#). No aspect of this advertisement has been approved by the Supreme Court of New Jersey.

Associations & Memberships

- Camden County Bar Association
- New Jersey State Bar Association, Insurance Section

Published Works

- "Supreme Court of New Jersey Rules That Insurers Do Not Have a Duty to Defend or Indemnify for 'Laidlow' Claims—as Long as the Policy Includes the Correct Exclusionary Language," *New Jersey Law Journal*, April 7, 2025
- "State Of The Occurrence," *Defense Digest*, 2012-06, Vol. 18, No. 2

Presentations

- *Bad Faith and Fair Dealing in New Jersey*, client seminar, May 26, 2021

Results

Successfully Overturned \$1.8 Million Judgment on Appeal in New Jersey

We successfully overturned a \$1.8 million judgment on appeal in a case that involved the *Laidlow* exclusion in a workers' compensation/employers liability policy. The decedent succumbed to heat exhaustion while at work, and the plaintiff alleged the death was due to working conditions the employer knew were substantially certain to lead to injury. Our client, the insurer, offered to defend the employer, but only to the extent of obtaining dismissal of the workers' compensation claim, which was filed in the wrong forum. The insured rejected the offer, and suit for the injury and coverage claims commenced. At summary judgment, the trial court refused to apply the policy's clear and prominent *Laidlow* exclusion barring all coverage for claims in the Superior Court whether alleged as negligent or intentional. The trial court entered judgment in the amount of the arbitration award and awarded defense costs for the *Laidlow* suit, costs of the declaratory

judgment action and interest. The matter went up on appeal. After briefing, but before argument, the New Jersey Supreme Court released the *Rodriguez* decision, which validated our client's position on application of the *Laidlow* exclusion and went even further to hold that the employer's liability carrier has no obligation to provide a defense for the common law negligence claims filed in the Superior Court. The trial court refused to apply the principles enunciated by the appellate division in the *Rodriguez* decision and refused to apply the reasoning of a second unpublished appellate court decision directly on point. The trial court simply ignored the cases, reasoning they were unpublished. Prior to oral argument in our matter, the *Rodriguez* decision was published, and the plaintiffs abandoned the case, settling for nuisance value.

Defense Verdict Secured in Contentious Fire Loss Case

We obtained a hard fought defense verdict in a contentious case involving a total fire loss at a duplex owned by a single mother. The investigation revealed that the named insured did not reside in the home and, instead, rented the two units. The claim denial included application misrepresentations and issues related to the fact that the insured property did not meet the policy's definition of a "residence premises." Ultimately, the court decided that the property did meet the "residence premises" definition. We were left to try the case based on material misrepresentations and tasked with convincing the jury that a single mother, who paid her premium and suffered an accidental and total fire loss, should be precluded from recovery. The jury disregarded the sympathetic plaintiff, believed the insured lied during the investigation and applied New Jersey insurance law on material misrepresentations as instructed by the court. The plaintiff had turned down \$150K prior to trial.

Thought Leadership

April 7, 2025

Supreme Court of New Jersey Rules That Insurers Do Not Have a Duty to Defend or Indemnify for 'Laidlow' Claims—as Long as the Policy Includes the Correct Exclusionary Language

December 20, 2024

New Jersey Supreme Court Decides Laidlow Exclusion Is Valid

January 14, 2022

New Jersey Legislature Passes Bad Faith – What's Next??

February 1, 2021

New Jersey Auto Insurers, Get Ready for First-Party Bad Faith!!!