



Jesse M. Endler

Of Counsel

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Jesse Endler represents a broad range of clients in insurance defense matters, from claim inception through resolution. While focusing on effectively managing the entire litigation process, Jesse understands that clients prefer quick and cost-effective solutions to complex and potentially protracted liability cases and does his best to accelerate turnaround through procedural dismissals, substantive dismissals, successful tenders and negotiated settlements. He also makes use of proactive post-claim and post-suit risk assessment and mitigation techniques that can help close files quickly and efficiently.

Jesse held a federal externship clerkship with the Honorable Frederick J. Scullin Jr., Chief Judge of U.S. District Court for the Northern District of New York, and served as a judicial law clerk to the Honorable Paul M. Yatron, Berks County Court of Common Pleas.

Education

- Syracuse University College of Law (J.D., *cum laude*, 2005)
 - executive editor, Syracuse Journal of International Law & Commerce
- Elizabethtown College (B.A., *magna cum laude*, 2001)

Bar Admissions

- Pennsylvania
- New Jersey

Court Admissions

- U.S. District Court, Eastern District of Pennsylvania
- U.S. District Court, Middle District of Pennsylvania

Services

- Complex Tort & General Casualty
- Insurance & Reinsurance Defense

- U.S. District Court, Western District of Pennsylvania
- U.S. District Court, District of New Jersey

Professional Affiliations

- Philadelphia Bar Association
- Berks County Bar Association
- Philadelphia Alumni Chapter of the Elizabethtown College Alumni Association, executive board

Awards & Honors

- Selected for inclusion in The Best Lawyers in America® Ones to Watch™, 2024-2025
- Selected for inclusion in *The Best Lawyers in America*®: Ones to Watch in the areas of Insurance Law; Mass Tort Litigation/ Class Actions – Defendant, 2021-2023

Client Wins

Takacs and Endler Win Summary Judgment for Insurer – Defeating Coverage Claim

Michael Takacs (Partner-Philadelphia, PA) and Jesse Endler (Of Counsel-Philadelphia, PA) secured summary judgment in the Court of Common Pleas, Philadelphia County, Pennsylvania, for Wilson Elser's insurance company client. The insured, a medical practice, brought a first-party claim alleging our client wrongfully denied coverage for a loss. The loss involved a backup and overflow of water and sewage into the lower level of the practice's office building, caused by rocks crushing the exterior sewer line. The insured claimed that the language in the policy's one exclusion was ambiguous and thus should be construed to cover the loss. Our client contended that the various definitions found in several policy exclusions barred coverage under the policy's terms. In support of their motion for summary judgment, Michael and Jesse relied in part on a federal case from Florida interpreting identical policy language. In that case, the court found the policy language clear and unambiguous and, under similar facts, held that the policy did not cover the loss. In its written opinion, the Pennsylvania court stated that it found the Florida case persuasive and insightful and held that the policy was unambiguous, granting summary judgment and dismissing all claims against the client.

Breen, Greene, and Endler Secure Dismissal of Client Substituted for a "John Doe" Defendant

Brian F. Breen (Partner-Philadelphia, PA), Nigel A. Greene (Of Counsel-Philadelphia, PA), and Jesse M. Endler (Of Counsel-Philadelphia, PA) secured dismissal with prejudice of all claims against a commercial property owner in a case arising out of a fatal shooting in a robbery gone wrong that occurred in our client's parking lot adjacent to a gentlemen's club the decedent had just patronized. When the plaintiff (the estate) filed suit, they initially named as defendants in the complaint the club and those entities associated with the club's property and unknown "John Does." However, during discovery, but after the statute of limitation ran, the plaintiff (and co-defendants) realized that the actual location of the shooting was on an adjacent property owned by our client. There were significant issues

with service, including due diligence, reinstatement, location, manner, and receipt of service. Further, the amendment of the complaint to substitute our client for a John Doe defendant was improper under the rules because it was not a like-for-like substitution. New and additional facts were pleaded against our client, while retaining the same allegations against the replaced John Doe.

The Philadelphia team's involvement arose very late and mere days before the pre-trial conference and about a month before trial was scheduled to begin. They filed an omnibus motion for relief challenging service of original process and the amendment to join our client. The Court agreed with our argument.

Breen and Endler Secure Summary Judgment for a Major Insurer Client

Brian Breen (Partner-Philadelphia, PA) and Jesse M. Endler (Of Counsel-Philadelphia, PA) were granted their motion for summary judgment in the Court of Common Pleas, Philadelphia County in a case in which the plaintiff-insured made a claim against our insurer-client for property damage after a rainstorm. The plaintiff sought damages for the complete replacement of the roof and roof framing on two warehouses, as well as bad faith. The claim was originally denied by the insurer based on its position the damage was the result of wear-and-tear / lack of maintenance and the damage preexisted the date of loss. During discovery, it was discovered the actual date of loss was not the date represented in the complaint, but a day earlier. The policy contains a suit limitation provision that requires any complaint be filed within two years of the date of loss. We filed a motion for summary judgment asserting the complaint was filed a day after the two-year suit limitation period. The plaintiff attempted to oppose the motion with an affidavit contradicting his prior testimony regarding the date of loss. The court evidently agreed with us that the affidavit did not create an issue of material fact and granted summary judgment.

Breen and Endler Obtain Defense Verdict in Premises Liability Case

Brian F. Breen (Partner-Philadelphia, PA) and Jesse M. Endler (Of Counsel-Philadelphia, PA) obtained a defense verdict in a case in which the plaintiff alleged she was on a concrete walkway at our client's motel, turned to walk toward a trashcan, but failed to recognize a single step to a lower level, causing her to fall and fracture her elbow and injure her shoulder. The shoulder injury required arthroscopic decompression surgery after cortisone injections failed to provide relief, and plaintiff's treating physician testified plaintiff was left with permanent strength and mobility limitations. The plaintiff's husband made a claim for a loss of his wife's services. Plaintiff claimed the concrete on the lower level was the same color as the edge of the upper elevation, making it appear as though it was a single elevation. Plaintiff's liability expert argued the similarity of colors at the change in elevation created a hazardous condition in violation of the International Property Maintenance Code and that it should have been marked with a contrasting paint color. Brian and Jesse argued the change in elevation was not a hazardous condition and that there is no requirement the edge of a single step be marked in any fashion. They also argued that there were numerous visual cues that should have alerted plaintiff to the change in elevation. The jury returned a verdict finding that our client was not negligent.

Breen and Endler Obtain Summary Judgment for Insurer in Coverage Dispute

Philadelphia partner Brian Breen and of counsel Jesse Endler obtained summary judgment on behalf of client insurer in the Pennsylvania Court of Common Pleas, Luzerne County. The matter originated as a subrogation claim for property damage against the insured and its employee driver following a motor vehicle accident. Our client denied the claim because it had cancelled the policy prior to the loss as the insured failed to provide requested information and documents. The insured joined our client as a third-party defendant and sought declaratory relief that it was entitled to coverage for the underlying accident. Brian and Jesse moved for summary judgment under 40 P.S. § 991.2002, which states an insurance company may cancel a new policy within the first 60 days for any reason except a prohibited basis (such as age, race, gender, etc.) and with written notice to the insured. Written notice had been provided to the insured identifying its failure to cooperate and provide information. Based on the arguments in the moving papers, the court granted summary judgment in favor of the insurer and dismissed all claims.