



## Michael J. Duffy

Partner

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Michael Duffy has more than 35 years of experience representing insurers in insurance coverage matters, extra-contractual liability, bad faith and reinsurance matters. He regularly advises clients with respect to insurance coverage issues, drafts insurance policy language, and litigates coverage and bad faith cases for general and specialty lines insurance and reinsurance companies. He is a cochair of the firm's Insurance & Reinsurance Coverage Practice.

Michael also has experience handling class action matters, particularly against insurers. He draws on the firm's national resources and collective experience to realize desired legal outcomes for his clients based on their individual reputational challenges and financial objectives.

Michael is involved with several nonprofit organizations, including Friends of the Orphans, which is dedicated to improving the lives of orphaned children in Latin America and the Caribbean, and the Gateway Foundation, which provides treatment for indigents addicted to drugs and alcohol. He also served as the DePaul University College of Law Alumni Liaison and as a lector for St. Mary of Vernon Catholic Church.

### Education

- DePaul University College of Law (J.D., 1987)
  - with honors
- Northern Illinois University (B.A., 1984)

### Bar Admissions

- Illinois

### Services

- Appellate
- Class Action
- Commercial Litigation
- Insurance & Reinsurance Coverage
- Insurance & Reinsurance Defense
- National Trial Team

- Wisconsin

### **Court Admissions**

- U.S. Court of Appeals, Sixth Circuit
- U.S. Court of Appeals, Seventh Circuit
- U.S. Court of Appeals, Tenth Circuit
- U.S. District Court, District of Colorado
- U.S. District Court, Northern District of Illinois
- U.S. District Court, Central District of Illinois
- U.S. District Court, Southern District of Illinois
- U.S. District Court, Northern District of Indiana
- U.S. District Court, Southern District of Indiana
- U.S. District Court, Eastern District of Michigan
- U.S. District Court, Eastern District of Wisconsin
- U.S. District Court, Western District of Wisconsin

### **Professional Affiliations**

- Pastoral Counsel, Archdiocese of Chicago, Cardinal Blase J. Cupich
- DRI: The Voice of the Defense Bar

### **Awards & Honors**

- Selected for inclusion in The Best Lawyers in America®, 2023-2026
- Selected for Inclusion in The Legal 500 United States: Chicago Elite: Commercial Disputes section Tier 4, 2025
- Selected for inclusion in The Legal 500 United States in Insurance: Advice to Insurers Tier 3, 2024-2025
- Selected for inclusion in Illinois *Super Lawyers*®, 2005–2006, 2008–2024
- Selected for inclusion in The Legal 500 - Insurance Tier 4, 2023
- Named by the Leading Lawyers® Network as an Illinois Leading Lawyer in Insurance, Insurance Coverage & Reinsurance Law, 2017, 2021–2023

## **Client Wins**

### **Duffy & Bruch Secure Declaratory Judgment Dismissal of Breach of Contract, Fraud, and Professional Negligence Claims in Construction Case**

Michael J. Duffy (Partner-Chicago) and Sarah (Sally) Fry Bruch (Of Counsel-Milwaukee, WI) secured a declaratory judgment and dismissal of all claims with prejudice in the

Milwaukee County Circuit Court on behalf of Wilson Elser's insurance company client. The plaintiff, a business owner, allegedly sustained damages and business losses during a construction project, filing claims for breach of contract, fraud, and professional negligence against our client (under Wisconsin's Direct Action Statute) and its insured, a licensed architect.

Mike and Sally, citing long-standing Wisconsin law, argued that there was no initial grant of coverage for the plaintiff's breach of contract and fraudulent misrepresentation claims under the client's Business Liability Insurance Policy. They further argued that the plaintiff's professional liability claim was expressly excluded under the plain language of the policy's Professional Services Exclusion and Endorsement, which excluded coverage for property damage arising out of rendering, or failing to render, any professional service by an insured. Following briefing in support of the motion by Wilson Elser and opposition briefing by plaintiff, and Mike's compelling oral argument, the Court ruled in favor of Wilson Elser's client. In its twelve-page Decision and Order, the court concurred that the client's Business Liability Insurance Policy provided no coverage for the plaintiff's claims and held that our client had no duty to defend or indemnify the insured in the underlying matter, with all claims against Wilson Elser's client dismissed with prejudice, and granting the client statutory costs and fees.