



Everett J. Cygal

PARTNER

Everett draws on his extensive trial experience and deep understanding of insurance and reinsurance issues to help his clients achieve successful outcomes.



Industries

[Insurance & Reinsurance](#)
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Practices

[Complex Litigation](#)
[International Arbitration & Dispute Resolution](#)

Education

University of Chicago, AB, 1989
Northwestern University Pritzker School of Law, JD,
cum laude, 1993

Offices

[Chicago](#)

Phone

[312.258.5783](#)

Email

everett.cygal@afslaw.com

Everett is a trial lawyer who has represented domestic and global insurance and reinsurance companies (cedents and reinsurers) over the last 25 years in exceptionally complex, high-exposure cases before both trial courts and arbitration panels. Everett's trials for these clients include a vast array of property and casualty and life and health issues.

Beyond his work for reinsurers, insurance companies call on Everett to litigate sophisticated declaratory judgment actions concerning estoppel, lost policies, and advertising injury. They entrust him with complex issues of first impression, including the attempted importation of the continuous trigger theory into molestation coverage cases. Everett has successfully litigated leading cases relating to the Federal Arbitration Act, confidentiality, and the conduct of arbitrators and umpires.

Client Work

- *Catholic Mutual Relief Society of Am. v. Arrowood Indemnity Co.*, No. 17-3141 (JRT/LIB), 2018 WL 3826689 (D. Minn. August 10, 2018) – Everett obtained a denial of the defendant's motion to dismiss a claim by Catholic Mutual Relief Society of America for a declaratory judgment that the defendant was liable under its predecessor company's policies and therefore must defend and indemnify the Diocese of St. Cloud against sexual abuse claims covered by both insurers.
- *Lamorak Insurance Co. v. KONE Inc. et al.*, 2018 IL App (1st) 163398 – Everett obtained affirmance of a successful motion for partial summary judgment in the trial court, which established that a co-insurer's policies with self-insured retentions should be considered primary coverage for purposes of horizontal exhaustion under Illinois law.
- *Penn Mutual Life Insurance Co. v. Rotter*, No. 17 C 3562, 2018 WL 1453554 (N.D. Ill. March 23, 2018) – Everett obtained dismissal of claims against American United Life Insurance Company for alleged tortious interference in a dispute related to general agents who terminated their agreements with the plaintiff.
- *American United Life Ins. Co. v. The Travelers Indemnity Co. et al.*, 3:14cv1339 (D. Conn. Aug. 18, 2015) – Everett successfully represented AUL in its petition to compel general arbitration in lieu of a panel of actuaries. In a reinsurance treaty that had a general arbitration clause and a commutation clause that provided for arbitration before a panel of actuaries, the court granted

AUL's petition holding that arbitrators appointed under the general arbitration clause rather than a court should determine whether the dispute should be resolved by further arbitration or a panel of actuaries.

- *Whalen v. Catholic Mut'l Relief Soc.*, DDV-2012-9756 (Mont. 1st Jud. Dist. Ct., Lewis and Clark Cnty. Oct. 22, 2013) Everett obtained a partial summary judgment in favor of the insurer and against the policyholder. The judgment rejected the policyholder's argument that the "continuous trigger" doctrine triggered policies in force after the abuse occurred but while the emotional distress was ongoing.
- *Arrowood Indem. as successor to Fire and Cas. Ins. Co. of Connecticut v. Trustmark Ins. Co.*, 938 F.Supp2d 267 (D. Conn. 2013) – Everett prevailed in a 15-day bench trial rejecting the cedent's claims of a breach of fiduciary duty and bad faith.
- *Ranta v. The Catholic Mut'l Relief Soc.*, 492 Fed. Appx, 373 (4th Cir. 2012) – Everett argued that the insurer had no duty to indemnify the policyholder for a \$100 million consent judgment because intentional acts of sexual abuse are not covered occurrences. An affirming summary judgment was entered.
- *Clarendon National Ins. Co. et al. v. Trustmark Ins. Co.*, Case No. 09-cv-09896-BSJ (SDNY, Jan. 13, 2012) – Everett obtained a summary judgment in favor of the cedent and against the reinsurer in a case relating to purported offsets.
- *Berger v. Catholic Mut'l Relief Soc.*, Case No. 4:08-cv-0038-RRB (D. Alaska Mar. 3, 2011), appeal dismissed, No. 11-35291 (9th Cir. Dec. 7, 2011) – Everett's arguments convinced the court to enter a partial summary judgment in favor of the insurer on the grounds that the policyholder's covenant settlement violated the cooperation clause of the certificate.
- *Berger v. Catholic Mut'l Relief Soc.*, Case No. 4:08-cv-0038-RRB (D. Alaska July 30, 2010), appeal dismissed, No. 11- 35291 (9th Cir. Dec. 7, 2011) – Everett obtained a summary judgment in favor of the insurer, which rejected the policyholder's argument that emotional distress arising from sexual abuse that occurred prior to the inception of coverage was covered under the continuous trigger theory.

Professional Activities

Over the years, Everett has devoted a significant part of his practice to pro bono representations that have included several trials. He was the lead trial lawyer in both a statewide class action concerning the treatment and conditions of civilly committed individuals and a later individual action. This latter case is one of the few ever to hold that a state official violated the "professional judgment" standard required to prove a Due Process claim under the 14th Amendment of the United States Constitution.

Everett is a current member of the Board of Directors of the American Civil Liberties Union Illinois (ACLU) and previously served nine years on the Board of Directors of the Legal Assistance Foundation of Metropolitan Chicago (LAF).

Publications, Presentations & Recognitions

- *Chambers USA* – Insurance: Dispute Resolution: Reinsurance, Illinois (2021)
- The Best Lawyers in America, *Best Lawyers* (2021)
- Illinois Leading Lawyer, Law Bulletin's *Illinois Leading Lawyers Network* (2012-2021)
- *Illinois Super Lawyers*, Thomson Reuters (2009, 2011-2018)
- "May a Court Enjoin Arbitration as Precluded by a Prior Confirmed Arbitration Award?," *HarrisMartin's Reinsurance & Arbitration Publication* (Jan. 27, 2016), and *ARIAS-US Quarterly* (Fourth Quarter 2015)
- "Mid-Arbitration Business Relationships: A Cautionary Tale," *Journal of Reinsurance* (Summer 2013)
- "Lessons From NY High Court's New Umpire Selection Method," (co-author) *Law360* (Mar. 12, 2013)
- "New York Supreme Court Takes a New Approach to Umpire Selection in Reinsurance Arbitrations," (co-author) *ArentFox Schiff Insurance Alert* (Feb. 7, 2013)
- "Issues with Vacatur - Anything Left to Say?" Intermediaries and Reinsurance Underwriters Association / Reinsurance Networking Group, New York, NY (May 2016)
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- "Confidentiality in Reinsurance Arbitration: Does it Still Exist," ARIAS-US 2015 Fall Conference (Nov. 2015)
- "Recent Developments in U.S. Insurance and Reinsurance Law," London, UK (Oct. 2015)
- "Insurers' Response – Reservations of Rights & Estoppel," Handling Insurance Coverage Disputes, Illinois Institute of Continuing Legal Education, Chicago, Illinois (Sep. 2014)
- "Continuous Trigger and Sex Abuse Claims — An Unbroken Chain of Success for Insurance Carriers," Recent Developments in U.S. Insurance and Reinsurance Law, London, England (Jun. 2014)
- "Unclaimed Property as the Next Frontier in Life Insurance Litigation? The Insurer's Due Diligence in Locating Beneficiaries and Checking the Social Security Index," Life Insurance and AD&D Claims and Litigation, American Conference Institute, New York, N.Y. (Jul. 2013)
- "Unclaimed Property: The Necessary Due Diligence to Locate Beneficiaries and Check the Social Security Index," Litigating Life Insurance and Annuity Claims, American Conference Institute, New York, N.Y. (Jul. 2012)
- "Consolidation of Reinsurance Arbitrations," ARIAS-US Fall Meeting, New York, N.Y. (Nov. 2008)

Boards, Memberships & Certifications

- AIDA Reinsurance and Insurance Arbitration Society (ARIAS•U.S.)
- American Bar Association
- The Association of Life Insurance Counsel (ALIC)
- Chicago Bar Association

Bar Admissions

[Illinois](#)

[New York](#)

Court Admissions

[US Supreme Court](#)

[US Court of Appeals, 7th Circuit](#)

[US District Court, Northern District of Illinois \(Trial Bar\)](#)

[US District Court, Eastern District of New York](#)

[US District Court, Southern District of New York](#)