

**Profile of John S. Diaconis**  
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John S. Diaconis has thirty-four years experience counseling the insurance and reinsurance industry, acting as defense counsel, mediator and arbitrator in a wide variety of matters involving various lines of business, including errors and omissions coverage, directors and officers, fidelity and surety claims, employment practices liability matters, property and commercial general liability claims and personal injury claims. He is Co-author of the treatise entitled Reinsurance Law (PLI Press 2005) and served as Chairman of PLI's Annual Program on Reinsurance Law and Practice from 1994 to 2000.

Since 2004, Mr. Diaconis is designated on the Roster of Neutrals for the Supreme Court, Commercial Divisions of New York and Westchester Counties. Mr. Diaconis is also a Certified Arbitrator and Mediator of the AIDA-Reinsurance and Insurance Arbitration Society, a leading insurance and reinsurance trade association, which trains and certifies industry professionals as mediators and arbitrators.

Mr. Diaconis is a partner at Bleakley, Platt & Schmidt, LLP. Previously, he was a partner at Peterson & Ross (1996-1999) and Wilson Elser Moskowitz Edelman & Dicker (1981-1995), respectively. He later served as Vice President of Hartford Financial Services Group (2001-2003) where he had responsibility for insurance company errors and omissions, fidelity and surety matters and residual value claims emanating from Hartford's Financial Products Division. Upon graduation from Law School, Mr. Diaconis served from 1980 to 1981 as Law Clerk to Hon. Joel J. Tyler, United States District Court for the Southern District of New York.

Appointed initially, Mr. Diaconis was later elected to serve a full, four-year term as Councilman for the Town of New Castle, becoming involved in the enactment of municipal legislation and policy-making decisions. He served as Town Prosecutor for the Town of New Castle from 2006 to 2009 and was Co-Chair of the Municipal Law section of the Westchester County Bar Association.

### **Representative Matters**

#### **Reported Cases**

*Woods v. Enlarged City School District of Newburgh*, 473 F.Supp.2d 498 (S.D.N.Y. 2007) (summary judgment granted on Title VII race discrimination claim).

*Manbeck v. Katonah-Lewisboro School District*, 435 F.Supp.2d 273 (S.D.N.Y. 2006) (age restriction under New York State Law for entrance to public school upheld on motion to dismiss).

*Manbeck v. Katonah-Lewisboro School District*, 403 F.Supp.2d 281 (S.D.N.Y. 2005) (injury from claimed unconstitutional age requirement in Education Law not irreparable).

*Brennan v. City of White Plains*, 1998 WL 75692 (S.D.N.Y.) (municipality's actions directed to only one individual may constitute policy of discrimination under Title VII).

## **Representative Matters, Cont'd.**

### **Reported Cases**

*Albert T. Chandler v. H.E. Yerkes and Associates, Inc.*, 1994 WL 538906 (S.D.N.Y.) (failure to produce documents does not warrant dismissal under Rule 37(b)2 and 41(b)).

*Albert T. Chandler v. H.E. Yerkes and Associates, Inc.*, 784 F.Supp. 119 (S.D.N.Y. 1992) (material issue whether procurement of insurance for Thai Buddha and fable god statues valued at \$30 million was impossible in light of cancellation by prior insurer).

*W.A. Knight v. H.E. Yerkes and Associates, Inc.*, 135 F.R.D. 67 (S.D.N.Y. 1991) (dismissal for failure to prosecute not warranted under Rule 41 (b)).

*Travelers Insurance v. Buffalo Reinsurance Company*, 1990 WL 116741 (S.D.N.Y.) (amended pleading allowed to assert breach of warranty of retention through use of retrospective premium plan).

*Travelers Insurance v. Buffalo Reinsurance Company*, 739 F.Supp. 209 (S.D.N.Y. 1990) (material issue whether cedent's two and one-half month delay in providing notice vitiated reinsurance coverage).

*Katz Broadcasting of Atlanta v. Alexander and Alexander of New York*, 1990 WL 67433 (S.D.N.Y.) (loss to antenna and transmission-related equipment at tower cite not a "covered location").

*American Marine Insurance Group v. Price Forbes, et al.*, 560 N.Y.S.2d 638 (1<sup>st</sup> Dept. 1990) (U.S. legal proceedings should not proceed where related action was pending in United Kingdom).

*Hvide Marine International, Inc. v. Employers of Wassau*, 1989 WL 140280 (S.D.N.Y.), 1989 WL 140280 (S.D.N.Y.) (addressing claims against Lloyd's under sue and labor clause of marine policy).

*Corcoran v. AIG Multi-Line Syndicate, et al.*, 143 Misc. 2d 62, 539 N.Y.S.2d 630 (Sup. Ct. N.Y. 1989), *rev'd*, 562 N.Y.S.2d 933 (1<sup>st</sup> Dept. 1990) (liquidation of insurer abrogated arbitration clause in reinsurance contract).

*Wartski v. M.F.Y. Legal Services, Inc.*, N.Y.L.J. 6/26/85 at 11, Col. 7 (Sup. Ct. N.Y. 6/25/86).

*Port Chester Yacht Club, Inc. v. Iasillo, et al.*, 614 F.Supp. 318 (S.D.N.Y. 1985) (approval of redevelopment plan by Village not discrimination under 14<sup>th</sup> Amendment).

*Compusort, Inc. v. Goldberg*, CCH pp. 99, 211 (S.D.N.Y. 1983).

*Copeland v. Salomon*, 56 N.Y.2d 783 426 N.E.2d 1284 (1982) (failure to obtain permission from Court appointing receiver in mortgage foreclosure action no jurisdictional bar to suit).

*Koster v. Fenton*, 84 A.D.2d 7783, 444 N.Y.S.2d 30 (2d Dep't 1981) (reapportionment of liability among parties).

## Mediations

- **Insurance** - Mediated dispute involving broker's alleged negligence in placing insurance coverage on behalf of large real estate developer with insurer that became insolvent.
- **Fidelity** - Mediated dispute involving coverage for Fortune 100 company involving loans against receivables which turned out to be of no value.
- **Securities** - Mediated dispute involving securities broker's alleged fraud and unauthorized trading involving funds disbursed from customer's account.
- **Software** - Mediated dispute involving software consultant's breach of contract to develop software for Board of Education.
- **Commercial** - Mediated dispute involving alleged breach of contract by issuer of credit/debit cards.
- **Employment** - Mediated dispute involving purported failure to hire teacher in violation of Age Discrimination In Employment Act.
- **Construction** - Mediated dispute involving liability of contractor and sub-contractor for injuries sustained by worker at New York City construction site.
- **Professional Liability** - Mediated dispute involving claim against law firm by failed savings and loan institution for alleged improper advice on "loan to one borrower" rule).

## Arbitrations

- **International Law** - Arbitrated dispute between insurance agent and insurer for breach of contract involving issuance of credit insurance in Brazil.
- **Insurance** - Arbitrated insurance coverage dispute coupled with claim for bad faith between insurer and insured for alleged improper denial of insurance coverage.
- **Reinsurance** - Arbitrated dispute between cedent and reinsurance company involving coverage for allocated loss expense in excess of limits of liability of reinsurance contract.
- **Reinsurance** - Arbitrated dispute involving scope of reinsurance coverage issued to cedent under follow the fortunes doctrine involving applicability of suretyship exclusion.
- **Reinsurance** - Arbitrated dispute pertaining to attachment of underlying reinsurance coverage.

## **Background and Education**

Panel of Mediators, New York Supreme Court, Commercial Divisions of New York and Westchester Counties.

Councilman, Town of New Castle

Town Prosecutor, Town of New Castle

Vice-President and Claims Counsel, Hartford Financial Services Group, Inc.

Partner, Peterson & Ross

Partner, Wilson, Elser, Moskowitz, Edelman & Dicker

Law Clerk to Honorable Joel J. Tyler, United States District Court, Southern District of New York

LL.M., New York University, School of Law

J.D., Drake University Law School; Member, Drake Law Review