

April T. Villaverde

Iselin, NJ

She/Her

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About April

A seasoned attorney, April focuses her practice on representing insurance companies in commercial general liability disputes and bad faith litigation. Her work includes coverage issues and disputes concerning sexual abuse, product liability, environmental liability, toxic tort, construction defects, and professional liability claims.

She also advises and represents domestic and international insurers in complex coverage disputes involving general liability, environmental impairment liability (EIL), errors and omissions, professional liability, and first-party policies in state and federal courts nationwide, including the New Jersey Appellate Division. In addition, April oversees e-discovery efforts, negotiates protocols, and advises clients on vendor contracts, preservation, and collection.

April's Affiliations

- American Bar Association
- New Jersey State Bar Association
- New York State Bar Association

Areas of Focus

Industries: Construction; Energy & Environment; Insurance; Professional Services

Services: Appellate; Bad Faith, Market Conduct & Extra-Contractual Liability;
Complex Commercial Litigation ; Complex Tort & General Casualty; Environmental ;
Insurance Coverage Litigation & Counseling

Experience

- Obtained a favorable ruling for Evanston Insurance Company that the employer liability exclusion in the insured's policy was unambiguous and fully precluded coverage for an action by its employee. *Mejia v. Santana Elec. Work, LLC*, No. HUD-L-2530-17, 2019 WL 11583222, at *1 (N.J. Super .L. Jan. 08, 2019)
- The U.S. Court of Appeals for the Third Circuit affirmed the New Jersey District Court's decision barring the underlying plaintiff's bad faith claim under the New Jersey Entire Controversy Doctrine because. The court held that in first-party UIM litigation, plaintiffs must raise bad faith claims within the same lawsuit seeking their insurance benefits, finding that this requirement promotes judicial efficient and fairness. *Reid v. Transp. Ins. Co.*, 502 F App'x 157, 160-161 (3d Cir 2012), aff'd *Reid v CNA Ins. Co.*, No. 10-6246 (RBK/JS), 2011 U.S. Dist LEXIS 127182, at *2 (D.N.J. Nov. 3, 2011).
- Represented a major insurance company in the U.S. District Court for the Eastern District of Pennsylvania where the court dismissed claims against the claims administrator. The court held that insurance adjusters cannot be held liable for breach of contract or related claims stemming from coverage denials. It also found that claims for breach of contract and claims under the Pennsylvania Unfair Trade Practices and Consumer Protection Law (UTPCPL) failed as a matter of law due to the lack of privity between the adjuster and the insured.
- Secured a favorable ruling for Hinshaw client, a leading insurance company, with the court finding that the insurer had no duty to defend the insured. Applying the four-corner rule, the court held that the injured plaintiff was either an employee or subcontractor, both of which are explicitly excluded from coverage under the policy. It also considered extrinsic evidence—which is allowed in Delaware when it enhances the court's understanding of the case—that confirmed the plaintiff was working for the insured at the time of the incident.
- Obtained a favorable ruling for an insurance company that there was no coverage available to the insured, with the court held the claims brought by the underlying plaintiff for violations of the Telephone Consumer Protection Act (TCPA) did not constitute an "occurrence" covered by the policy. The court determined that they failed to allege any "bodily injury" or "property damage" and that the policy's TCPA exclusion explicitly barred coverage for all claims in the lawsuit, affirming the insurer's position.
- Won summary judgment for Evanston in the U.S. District Court for the District of New Jersey. The court found that the underlying decedent was an employee of the subcontractor working for the insured, and, therefore, the plain language of the policy's Bodily Injury to Contractor or Subcontractor exclusion precluded coverage. *Evanston Ins. Co. v. M & M Gen. Carpentry, LLC*, No. 19-cv-11029, 2020 US Dist LEXIS 123343, at *8 (D.N.J. July 14, 2020).
- The New Jersey Appellate Division affirmed the trial court's ruling that Evanston Insurance Company's Bodily Injury to Contractor or Subcontractor exclusion precluded coverage to the insured for injuries to the plaintiff,

an insured's subcontractor's employee. The court held the policy was unambiguous, rejected the insured's reasonable expectations arguments, and ruled the decision binding on the injured party, named as an interested party, under the New Jersey Declaratory Judgment Act. *Evanston Ins. Co. v. A & R Homes Dev., LLC*, 2019 N.J. Super. Unpub. LEXIS 379, 2019 WL 661587, at *4, 6 (App. Div. Feb. 19, 2019).

- Obtained dismissal in the U.S. District Court for the District of New Jersey, where the court found the plaintiff was a New Jersey resident based on a Lexis search that showed that he was registered to vote in New Jersey, with a voter status of "active," and was issued a New Jersey driver's license. *Mouratidis v. Mourtos*, No. 18-1176 (JBS/JS), 2018 US Dist LEXIS 196707, at *9-10 (D.N.J. Nov. 19, 2018).
- Won summary judgment for Tudor Insurance Company in the U.S. District Court for the Southern District of New York, with the court ruling that the insured's notice of claim was untimely. *Tudor Ins. Co. v. First Advantage Litig. Consulting, LLC*, 2012 US Dist LEXIS 120178, at *49-50 (S.D.N.Y. Aug. 21, 2012).
- Obtain summary judgment for Columbia Casualty Company in the U.S. District Court for the Middle District of Tennessee. The court held that the allegations that the insured's advertisements were false and damaging to the competitor's products were precluded by the failure to confirm exclusion because the plaintiff's products allegedly did not conform to its advertisement. *Clarcor, Inc. v. Columbia Cas. Co.*, No. 3:10-00336, 2010 US Dist LEXIS 133366, at *5-6 (M.D. Tenn. Dec. 16, 2010).
- Obtained a dismissal in the New Jersey Superior Court on a motion for spoliation based on the insured's electronic discovery violations, which were discovered through e-discovery. *Manuel Alvarez v. Chosen Condominiums, LLC, et. als, v. Essex Insurance Company et, als*, Esx-L- 581-17, LCV20212467428 (N.J. Super. Ct., Oct. 22, 2021 (Judge Gardner).

Recognition

- *BTI Consulting*, Client Service All-Star, [2023](#) and [2024](#)

No aspect of this advertisement has been approved by the Supreme Court of New Jersey.

Credentials

Education

Rutgers Law School, JD, 2006

Rutgers University–New Brunswick, BA, 2001

Bar Admissions

New Jersey

New York

Court Admissions

US Court of Appeals for the Third Circuit

US District Court for the District of New Jersey

US District Court for the Eastern District of New York
US District Court for the Northern District of New York
US District Court for the Southern District of New York

Interests

Did you know...

April enjoys reading and practicing yoga.

Thought Leadership

Presentations

- Co-Presenter, “Attorney-Client Privilege in Insurance Disputes: Preserving Confidentiality, Meeting Legal Ethics Standards,” Stafford, Webinar, April 11, 2024
- “Coverage B: Personal and Advertising Injury,” In-House Client Training, April 2024
- Co-Presenter, “Landmines for Corporate Depositions of Insurance Companies, or How Not to Blow Yourself Up!,” 2024 DRI Insurance Coverage and Claim Institute, Chicago, Illinois, March 13, 2024
- “The State of Bad Faith in California, Washington, Florida, Georgia, and Missouri,” In-House Client Training, August 2022
- “Attorney-Client Privilege in Insurance,” Stafford, Webinar, June 2022
- “Mediating to Avoid Nuclear Verdict,” 2021 CLM’s Focus, October 2021
- “Coverage 101,” In-House Client Training, February 2021
- “Effective Coverage Investigation,” In-House Client Training, November 2020
- “Duty to Defend Issues - Contractual Indemnity and Additional Insured Tenders,” In-House Client Training, June 2019
- “Additional Insured Coverage Analysis,” NYCAIW/Client Training, November 2017
- “Ethics in Mediation and Negotiations Seminar,” In-House Client Training, December 2016

Publications

- Co-Author, “Protected or Not? Work-product protection between adjusters and in-house counsel,” *CLM Magazine*, November 24, 2020
- Co-Author, “Two New Jersey Supreme Court auto insurance cases to watch in 2021,” March 2021
- Co-Author, “Allocation between covered and uncovered claims, and advising the insured of its allocation burden,” August 2021

Media Mentions

- [“The Most Searched For Client Service ‘All-Stars’ By Name \(2024\),” *Above the Law*, July 18, 2024](#)

Events

- Hinshaw Sponsors the Hispanic Bar Association of New Jersey's 44th Annual Scholarship Gala and Awards Dinner, Jul 25, 2025
- April Villaverde to Present on Avoiding Landmines When Deposing Insurance Representatives at the 2024 DRI Insurance Coverage and Claim Institute, Mar 13, 2024

In The News

- Featured in Law360: April Villaverde and Ben Raindorf Team Up as Co-Partners-in-Charge of the Metropark Office, Oct 19, 2023

Insights for Insurers Alert

- NYSDFS Issues Final Circular for Insurers on Artificial Intelligence and External Data Use, Aug 26, 2024

Press Releases

- April Villaverde Recognized as a 2024 Client Service All-Star by BTI Consulting, Jun 5, 2024
- Ben Raindorf and April Villaverde Appointed Co-Partners-in-Charge of Hinshaw's New Jersey Office, Aug 8, 2023
- Samuel Bodurtha and April Villaverde Recognized as 2023 Client Service All-Stars by BTI Consulting, Jun 13, 2023
- Hinshaw Adds Insurance Partner in New Jersey, Jun 8, 2022