TYKA

JESSICA N. GALLINARO

PARTNER
jgallinaro@tykalaw.com
+1 202.266.7920
Washington, DC

Jessica Gallinaro represents insurers in connection with complex coverage issues and disputes arising under professional liability, media and technology, and cyber risk policies. Well versed in both first-party and third-party coverage issues, she advises insurers on the exposures presented by cybersecurity incidents, privacy actions, governmental investigations, and all manner of malpractice and tort lawsuits. She also litigates coverage and bad faith actions at the trial and appellate levels in state and federal courts around the country.

BAR + COURT ADMISSIONS

- District of Columbia Bar
- Virginia Bar

EDUCATION

- George Mason University School of Law, J.D., *magna cum laude*
  - George Mason Law Review, articles editor
- The College of William & Mary, B.A., *summa cum laude*

HONORS

- Best Lawyers | Ones to Watch for Insurance Law (2024-2026)

EXPERIENCE

- Obtained judgment on the pleadings in Tennessee federal district court, confirming that a professional liability policy's prior knowledge exclusion barred coverage for two underlying malpractice actions. *Allied World Surplus Lines Insurance Company v. Fast Access Healthcare, PLLC, et al.*, Case No. 3:24-cv-417 (E.D. Tenn. Sept. 18, 2026).
- Obtained summary judgment in Arkansas federal district court in favor of an insurer that the calculation of "Business Income Loss" under a cyber insurance policy required subtracting expenses from the total revenue plus only those normal operating expenses that were not paid using revenue actually earned during the interruption period, in keeping with the purpose of business interruption coverage to protect the insured while also preventing the insured from sustaining a windfall. *Heritage Co. Inc. v. Hudson Excess Insurance Co*., 2024 WL 2325057 (E.D. Ark. May 22, 2024).

- Obtained a dismissal of a complaint filed by an insured hospital, holding that coverage was unavailable under a professional liability insuring agreement providing claims-made coverage where the underlying malpractice litigation was not a "Claim" first made during the policy period and the insured had failed during the policy period to provide notice of circumstances that could give rise to a "Claim," and no other insuring agreement applied to the underlying malpractice litigation. *Day Kimball Healthcare, Inc., et al. v. Allied World Surplus Lines Insurance Company, et al*., 493 F. Supp.3d 20 (D. Conn. 2020), *aff'd* 857 Fed. App'x. 685 (2d Cir. 2021).
- Obtained summary judgment in Texas state court in favor of an insurer that no coverage was available for Wells notices issued and an enforcement action brought by the SEC because they were related to the SEC's original investigation, which commenced prior to the claims-made policy period. *UniPixel, Inc. v. XL Specialty Insurance Co.*, Cause No. 2016-70515 (Tex. Dist. Ct., Harris Cnty. Aug. 23, 2018).
- Obtained summary judgment in North Carolina federal district court in favor of an insurer that it owed no coverage for two underlying lawsuits because the insured failed to provide notice of the EEOC charges of discrimination that arose from the same facts at issue in the underlying lawsuits. *John Hiester Chrysler Jeep, LLC v. Greenwich Insurance Co.*, 2017 WL 6210897 (E.D.N.C. Dec. 8, 2017).
- Obtained summary judgment in New Jersey federal district court in favor of an excess insurer that it had no duty to defend an insured hospital because, although the insured had provided notice of circumstances that might lead to a claim, it had failed to notify the excess insurer of the actual claim or a subsequent settlement offer. *Kennedy University Hospital v. Darwin National Assurance Co.*, 2017 WL 1352208 (D.N.J. Apr. 7, 2017).

PROFESSIONAL & CIVIC AFFILIATIONS

- Professional Liability Underwriting Society (PLUS)