

Jennifer M. Kokes

Of Counsel, Los Angeles Office

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PRACTICE GROUPS

- Insurance
- Litigation

EDUCATION

Pepperdine University School of Law, J.D., *magna cum laude*, 2000

University of California, Los Angeles, B.A., *cum laude*, 1997

PROFESSIONAL SUMMARY

Jennifer Kokes is of counsel in the Firm's Los Angeles office. Ms. Kokes' practice principally involves representing insurance companies in complex insurance coverage disputes with an emphasis on general liability coverage claims, including environmental coverage issues and personal and advertising injury coverage liability, as well as "bad faith" claims. She also has substantial experience representing both primary and excess insurers in inter-insurer disputes including equitable contribution and equitable subrogation claims.

Ms. Kokes has appeared as counsel of record in federal courts outside of California, including those in Hawaii, Nevada and New York.

RECOGNITION

Ms. Kokes was selected as a Southern California Rising Star in the Insurance Coverage area by *Los*

Angeles Magazine each year from 2008 through 2014.

PUBLICATIONS

INSURANCE POSTING

- California Supreme Court Adopts Vertical Exhaustion Rule for Excess Policies 04.07.2020

INSURANCE NOTES

- California Supreme Court Clarifies Disparagement For "Advertising Injury" Coverage Requires Derogation of Specific Competitor, Products or Services June 2014
Special Issue
- Insurer That Breaches Duty To Defend Is Not Liable For Bad Faith Failure To Settle Unless Insured Shows Insurer Owed Indemnity 05.08.2012
- For The First Time, California Appellate Court Finds Asbestos Is "Pollutant" And Holds Release Of Asbestos In Residential Building Is "Traditional" Environmental Pollution Barred By First Party Policy Pollution Exclusion 09.08.2011
- Asbestos Claimants' Bankruptcy Claim Files Held Inadmissible To Establish Coverage 10.06.2010
- Supreme Court Makes "Sudden and Accidental" Pollution Exclusion Harder To Apply 03.16.2009
- California Supreme Court Holds All Evidence Of Oral Agreement During Mediation Is Inadmissible, Even Where Objecting Party Had Brought Mediation Communications Before The Court 08.19.2008
- "Type II" Indemnity Clause Did Not Bar Contribution by Indemnitee's Own Negligence 11.20.2007
- A Loss to a Building Being Renovated May Be Covered Under the "Under Construction" Exemption to the "Vacant Building" Property Exclusion 12.15.2006
- Court Of Appeal Finds No Bad Faith When An Insured Is Defended By Another Insurer 08.01.2005

DECISIONS

- OneBeacon America Insurance Company v. Fireman's Fund Insurance Company 08.19.2009
- Simon Marketing v. Gulf Insurance Co., et al. 03.14.2007
- Palm Desert National Bank v. Federal Insurance Company 02.06.2007
- Westoil Terminals Co., Inc. v. Industrial Indemnity Company 07.11.2003

NEWS

- Partners Susan J. Field and Jennifer Kokes obtain unanimous arbitration opinion in favor of insurer client on "related claims" issue in "Claims-Made" Policy 11.12.2015

ADMISSIONS & PROFESSIONAL ASSOCIATIONS

- State Bar of California
- United States District Court for the Southern, Central, Eastern and Northern Districts of California
- United States Court of Appeal for the Ninth Circuit