



# Cynthia Cindy

M. Jordano

Partner

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## My Approach

In guiding clients through litigation proceedings step by step, I carefully explain every angle in a case. I do this by breaking down complicated information and conveying it in easily understood terms. This helps demystify the process, making litigation not nearly as stressful and overwhelming to clients, who value having an advocate who is clear, confident and experienced in navigating the courts.

## Overview

Focusing her practice on every stage of insurance recovery cases, Cindy Jordano also advocates for clients in commercial cases, including complex litigation, contract disputes, securities actions, and business fraud. She represents a wide range of organizations in state and federal venues, as well as in arbitration. Although Cindy's practice spans the country, she maintains a New York emphasis.

Cindy finds it highly gratifying to represent policyholders as they attempt to maximize their insurance, an important business asset, for which they paid substantial premiums. Most people can relate to the frustration of having claims denied, and Cindy draws on her litigation experience, knowledge, and skills in handling these disputes on a large, sophisticated level. She gets to know every detail of the underlying claims so clients can recover what they deserve.

Cindy believes that the best way to gain favorable results is by approaching all cases as if they will ultimately be heard by a judge or jury—and then making them trial-ready with thorough strategic preparation. Because each matter involves complicated language and legal concepts, she simplifies the facts and then presents them clearly and persuasively.

Previously, Cindy clerked in the United States District Court for the Southern District of New York and practiced law at a leading New York litigation firm, where she handled a broad spectrum of cases, including antitrust, bankruptcy litigation, and shareholder disputes. These experiences gave her an in-depth understanding of all types of litigation, and this insight has strengthened her practice immeasurably.

## Education

New York University School of Law (JD, , 2014)

Associate Editor, *Journal of Intellectual Property and Entertainment Law*  
Moot Court, Federal Defender Clinic

New York University (BA, *magna cum laude*, 2011)

Phi Beta Kappa  
American Mock Trial Association National Champion (2010)

## Admissions

### Bar Admissions

New York

### Court Admissions

U.S. District Court, Eastern District of New York

U.S. District Court, Southern District of New York

## Relevant Experience

- Counsel to **Alexion Pharmaceuticals, Inc.** in securing a favorable summary judgment ruling finding that a securities action commenced against Alexion and its officers and directors was properly covered under a 2015-2017 tower of directors and officers' liability insurance. The court ruled that the securities action was not excluded by the policies' "Prior Acts Exclusion" because it was not sufficiently related to an earlier subpoena Alexion received from the SEC that it noticed under an earlier policy period.
- Counsel to **Clover Health** in securing coverage in a case of first impression stemming from merger-related SPAC litigation. The court granted Clover Health's motion for partial summary judgment and found that Delaware's "larger settlement rule" applies to defense costs.

- Counsel to **Conduent Inc.** in securing a rare reversal of jury verdict due to insurer's counsel's violation of evidentiary rulings, which confused the jury and resulted in a verdict that was manifestly unjust. In addition, the firm secured tens of millions of dollars in coverage for Conduent's defense and settlement of a Medicaid investigation and related civil lawsuits by the Texas Attorney General.
- Counsel to **Virtu Financial Inc.** and indirect subsidiary **Virtu Americas LLC** in seeking insurance coverage for losses resulting from a hacking incident in a case that ultimately settled following early motion practice.
- Counsel to **SS&C Technologies Holdings, Inc.** in multiple high-stakes insurance disputes. In federal court in New York in a lawsuit against AIG, the court ruled that AIG was required to provide SS&C with full indemnity coverage under a professional liability policy in connection with a loss sustained by a former commodities fund client. The court rejected AIG's attempt to rely on the policy's "investment advisor exclusion" to avoid its coverage obligations. In Delaware state court in a lawsuit against Endurance, the court ruled that Endurance was required to cover SS&C's defense costs under a professional liability policy for a lawsuit brought against SS&C by investors who were allegedly defrauded by SS&C's former client. In particular, the court found that the breach of contract exclusion relied on by Endurance to avoid coverage did not apply.
- Counsel to **Shurwest LLC** in a lawsuit brought against it by Landmark Insurance Company in the District of Arizona. The court found that Landmark had a duty to defend 11 lawsuits brought by investors alleging that Shurwest played a part in a former employee's scheme to market structured cash flow products from another company. The court found that Landmark failed to demonstrate that Shurwest participated in the former employee's conduct or that it had been aware it would face suits before it bought its policy. The court further rejected Landmark's attempt to bar Shurwest's chosen counsel from representing Shurwest, finding that Landmark failed to demonstrate a conflict of interest and that by suing Shurwest, Landmark waived its right to appoint defense counsel.
- Counsel to **Thor Equities, LLC v. Factory Mutual Insurance Company**. A federal court in New York denied FM an early win for Thor's COVID-19 rent loss suit and found that a contamination exclusion in FM's commercial property policy was too ambiguous to bar coverage for Thor's business losses on a motion for judgment on the pleadings.
- An arbitration that resulted in an **above-policy limit award** for a client after a multi-day evidentiary hearing.
- Counsel to plaintiff **PR Acquisitions, LLC** in a lawsuit to release escrow funds held by Midland Funding, LLC. The lawsuit arose from PRA's sale of consumer debt accounts to Midland pursuant to Purchase and Escrow Agreements. Midland withheld release of the escrow alleging various claims of fraud and negligence against PRA. PRA moved for declaratory relief and full release of the escrow funds on the ground that defendant Midland failed to give proper timely notice of its claims against the escrow account

under the parties' agreements. The court ruled in PRA's favor, granting full release of the escrow to PRA on summary judgment and further granting PRA's motion to dismiss Midland's counterclaims against it.

- **Successful pro bono practice**, including:
  - **Selso Ulloa et al. v. Fancy Farms, Inc.** No. 18-10536 (11th Cir.). Counsel to 11 Honduran farmworkers working under the Department of Labor's H-2A visa program in a breach of contract case against their employer. The workers sought damages from their employer because of the illegal recruitment fees the workers were forced to pay as a condition of work. The workers appealed dismissal of their claim to the Eleventh Circuit. The case was one of first impression before the Eleventh Circuit, and the Eleventh Circuit reversed the district court in one of the first decisions where courts required employers participating in the H-2A program to compensate their workers for illegal recruitment fees.
  - **Asylum.** Counsel to several clients seeking asylum, including an Ethiopian orphan who originally came to the United States fleeing persecution and seeking medical treatment.

## Clerkships

Hon. Judith C. McCarthy, U.S. District Court, Southern District of New York

## Recognition and Rankings

- Named to *Benchmark Litigation's* 2022 and 2023 40 & Under List
- New York Metro Super Lawyers "Rising Star"- Insurance Coverage, 2023
- Recognized as a "Rising Star" by *Law360* for Insurance, 2022