

# STACY ALLEN



**Jackson Walker LLP**

[REDACTED]

## **Certified Mediator and Certified Arbitrator**

In over 30 years of litigating complex state and federal cases across the country, Stacy Allen's aggressive approach to discovery and trial preparation has resulted in favorable judgments and settlements for a wide array of sophisticated commercial clients. Stacy's national practice emphasizes intellectual property litigation (on behalf of both alleged infringers and IP owners), defense of federal and state class actions against insurers, defense of media companies and news organizations against defamation and privacy tort claims, defense of managed care companies in claims arising from complex provider contracts, and other commercial lawsuits and arbitrations alleging breach of contract, unfair trade practices, fraud, and other business torts. His cases often involve claims in the tens of millions of dollars or more.

Stacy works closely with clients to identify their business goals and develop strategies aimed at achieving those goals, not merely some abstract litigation "win." Since most high-exposure cases are now resolved through mediation, Stacy places a priority on developing and exploiting favorable evidence early to create leverage and achieve cost-effective and advantageous settlements.

## **PRACTICE EXPERIENCE**

### **LITIGATION:**

#### **Insurance**

- Stacy has obtained Rule 12 dismissals on behalf of insurance company clients in several large federal class actions involving first-party breach of contract and unfair insurance practices claims, including parallel litigation in bankruptcy court to deprive a debtor plaintiff of standing, avoiding millions of dollars in additional attorneys' fees and costs.
- Stacy has defended major insurers in federal and state consumer class actions in Texas, Missouri and Arkansas, obtaining favorable results.
- A national reinsurance pool brought a complex fraud and RICO federal action in the Northern District of Illinois against one of its members, alleging over \$1 billion in

damages resulting from the alleged underreporting of premiums by that member. The alleged underreporting pool member brought third-party claims against the members of the pool's Board of Governors (including Stacy's client), alleging breach of fiduciary duty. After aggressive discovery aimed at exposing the lack of evidence supporting the breach of fiduciary duty claim, Stacy obtained a settlement providing for a dismissal with prejudice of the claim for zero dollars paid.

- In a multi-million-dollar arbitration against a leading national managed care insurer, Stacy and a team of Jackson Walker healthcare lawyers worked closely with business-side executives to leverage concurrent contract renewal negotiations, achieving a favorable global resolution of all disputes prior to expensive and time-consuming discovery.
- After damaging cross-examination of hostile witnesses at an administrative hearing, Stacy negotiated a favorable settlement with insurance regulators of statutory claims against an out-of-state third-party administrator before the ruling was issued.

### **Media and First Amendment**

- Stacy defended a periodical publisher in a defamation/tortious interference action brought by a distributor who alleged he did not get business from the publisher on account of false accusations of theft. Faced with summary judgment after aggressive discovery and motion practice and a highly favorable deposition of Plaintiff which undermined his position, Plaintiff non-suited the case for zero dollars.
- Stacy has defeated subpoenas directed to broadcasters seeking production of unaired footage and reporter's notes in motions brought under Texas' journalist shield law, including obtaining sanctions of \$22,757 in attorneys' fees for discovery abuse.
- Stacy successfully opposed a petition to expunge stories about the petitioner's arrest record from a broadcaster's website as an unconstitutional prior restraint on speech.

### **Intellectual Property**

- In defending patent infringement suits involving everything from sophisticated medical devices, software activation, Bluetooth frequency-hopping technology, network security software, iOS applications, and submersible pump transformers used in the oil and gas industry, Stacy has vigorously pursued third-party and informal discovery to unearth damaging evidence useful in asserting counterclaims and obtaining favorable settlements well before trial.
- In defending copyright infringement claims against an internet service provider, Stacy developed evidence supporting DMCA defenses and counterclaims for fraud that forced a settlement below the amount previously offered by his client and prior to costly trial preparation.

### **Other High-Profile Litigation**

- Stacy authored a U.S. Supreme Court *amicus* brief in *Standard Fire Ins. v. Knowles* which played an important role in obtaining a unanimous decision reversing a lower court ruling permitting class action plaintiffs to defeat CAFA removal by stipulating to cap the recovery of the putative class at less than \$5 million.
- By aggressively challenging a medical association's standing to sue a managed care company under a state unfair trade practices statute, Stacy obtained an early dismissal upheld by the Connecticut Supreme Court, avoiding massive and costly discovery.
- Stacy headed a team of lawyers that were the first to ever place a commercial airline into an involuntary Chapter 7 bankruptcy.

## **NON-LITIGATION:**

- Stacy routinely provides pre-publication review and other risk-avoidance counseling to television broadcasters and other news organizations.
- Stacy has spoken and written extensively about the right of publicity, defamation, privacy, open access and other issues of interest to news organizations and entertainment and video game companies, and routinely testifies before the Texas legislature on behalf of the Texas Association of Broadcasters.
- Stacy has successfully represented insurance companies before state insurance regulators in evidentiary hearings on applications for approval of mergers and acquisitions of other licensed insurance entities.

## BAR ADMISSIONS

- California, 1984
- New York, 1984
- Connecticut, 1996
- Texas, 2002

**From:** [Clive](#)  
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**Subject:** Arbitrator application submission  
**Date:** Tuesday, April 27, 2021 2:00:51 PM

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Stacy@motexas.com submitted the form Arbitrator application from <https://www.tdi.texas.gov/medical-billing/apply-arbitrator.html>

First name : Stacy

Middle initial :

Last name : Allen

Company name (if applicable) : Mediators & Arbitrators of America

Daytime phone number : 512-966-9222

Cell or other number :

Email : Stacy@motexas.com

Do you have knowledge about and experience in contract and insurance law, and the health care industry? (Texas Insurance Code 1467.086(b)) : Yes

Do you have any conflicts of interest? : No

Upload a PDF of your resume or CV (curriculum vitae) :

<https://app.clive.cloud/accounts/159/sites/151/forms/789/submissions/297052349875094020/values/297052349881386500/download?accessKey=ko0ea5sk0u8e5twiyw5sazlhr431i3fw>

What is the fixed fee you will charge for arbitration? Don't enter an hourly rate. You can enter only one number for the fixed fee.

Each party will split the cost of this fee and pay at the time you are assigned to the case. Enter a whole dollar amount and no decimals or commas. : \$2000

I agree that: (1) my answers on this form are true and correct; (2) I will comply with Texas Insurance Code Chapter 1467 regarding arbitrator qualifications and requirements; (3) if assigned as an arbitrator after the 30-day informal settlement period, I will provide the arbitrator's report through TDI's website within 51 days from the date the arbitration request was filed; (4) I will let TDI know if I have a conflict of interest within 10 days of learning about the conflict; (5) if I have a conflict of interest, I will immediately withdraw from the assigned arbitration; and (6) I understand that when I submit this form (my application), the application and any uploaded documents: (a) will become the property of TDI, and (b) may be subject to release under the Texas Public Information Act, Texas Government Code Chapter 552. : I agree to these terms and conditions.

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