



HELLMUTH
&
JOHNSON

BROCK P. ALTON
ATTORNEY AT LAW

balton@hjlawfirm.com
Direct : 952-460-9268



OVERVIEW

After 15 years of representing the insurance industry in coverage matters, in 2021 Brock P. Alton began representing consumers against companies that wrongfully refuse to make payments. He now represents homeowners, associations, and business owners in a variety of insurance disputes. Most of those claims focus on property losses, including storm damage, fire losses, water damage, collapse, mold claims, theft losses, and other complex claims. Brock can also assist with other coverage matters, such as denial of personal injury liability coverage under home, auto, or other policies.

Similarly, Brock has extensive experience in construction litigation having represented both builders and homeowners for 18 years. He has taken multiple construction matters to trial, and reached successful settlements in cases worth hundreds of thousands and even millions of dollars.

Brock practices in federal and state courts in both Minnesota and Wisconsin. He has extensive experience at both the trial and appellate court levels, including at the Eighth Circuit Court of Appeals.

EXPERIENCE

- Assisted with obtaining a \$28,000,000 award against an insurance company following a large fire at a business in Western Wisconsin. While the insurer had acknowledged the claim, this resulted in \$9,000,000 in new insurance proceeds for the client.
- Obtained an award of nearly \$1,000,000 after a small business owner in Southern Minnesota had his building irreparably damaged in a windstorm. The insurer had completely denied a claim.
- Following the death of one partner to a business venture, sued on behalf of his estate to force the remaining partner to pay the fair share of the business's value to his surviving family members. This required creating argument, and ultimately having the Court overtake the business and sell assets.
- After an insurance company denied a multi-million dollar claim as untimely due to a "suit limitations" clause in the policy that limited the time to sue to one year, obtained a Court Order overturning that decision and stating that the

PRACTICE AREA

ADMISSIONS

Minnesota State Courts
Wisconsin State Courts
US District Court, District of Minnesota
US District Court, Western District of Wisconsin
US Court of Appeals for the Eighth Circuit

EDUCATION

William Mitchell School of Law, J.D., 2007
University of Wisconsin – Madison, B.A., 2003

insured had another year to start the claim process. In the process of doing so, established new precedent in Minnesota stating that all policies, other than those that cover only hail, provide for two years to bring suit.

- Assisted a contract-for-deed vendee in keeping her home after the vendor attempted to remove her for allegedly late payment. Payment had been made over a holiday period, and was accepted by the vendor. The Court agreed the payment was not late on that basis, and the homeowner could not be evicted from the home or have the contract canceled.
- On behalf of a Church in Southern Minnesota, successfully argued and obtained judgment against an insurance company that attempted to deny coverage for a loss above \$25,000 based on an exclusion for asbestos dispersal in the policy. The loss did not cause asbestos to disperse, just required expensive asbestos removal, and the Court agreed coverage was therefore not limited.
- Had an appraisal award overturned, and a new one ordered, for a business. The appraisal panel determined no loss occurred after a panel member acted inappropriately and considered evidence outside of the record and without notice to the parties which would have allowed the client to respond with key information. The Court agreed this was fundamentally unfair and ordered a new appraisal with a new panel, which awarded over \$100,000 to the business.
- On behalf of the owner of multiple mobile homes, obtained a verdict that insurance proceeds for those homes belonged to that owner, not the property owner, for damage following a tornado in Northern Minnesota.
- In numerous matters where coverage was completely denied by insurance companies hoping not to have to compensate their insureds for storm damage, successfully argued at appraisal that damage occurred during the policy period, and obtained awards in the six and seven figures.
- When the underage son of client insureds was accused of inappropriate conduct, successfully argued that the Wisconsin couple was entitled to insurance protection for claims made against them.
- Assisted homeowner-insureds in making a recovery against their insurer after an extremely large tree fell on their home during a tornado. The company wanted to pay minimal amounts for the roof only, but the panel determined other structural damage was also present and awarded nearly the full amount of the policy.