

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION

GLENN S. VICIAN	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 2:14-CV-20 JD
	)	
VALIANT INSURANCE COMPANY,	)	
	)	
Defendant.	)	

**OPINION AND ORDER**

This case is part of a dispute over legal malpractice insurance coverage, arising out of sanctions assessed against the insureds for violating an automatic bankruptcy stay. In *Bowman, Heintz, Boscia & Vician, P.C. v. Valiant Insurance Company*, No. 2:13-cv-79 (N.D. Ind.), the law firm Bowman, Heintz, Boscia & Vician, P.C. sued Valiant Insurance Company, its malpractice insurer, alleging that Valiant breached its insurance policy by failing to defend and indemnify the firm against a motion for sanctions before a bankruptcy court. The factual background of that matter is fully set forth in this Court’s August 1, 2014 opinion in that case. 2014 WL 3818235. The Court ultimately resolved that action against the firm on summary judgment, holding that the firm failed to provide Valiant with proper notice of the claim, as required under the policy, and also that the sanctions for which it sought coverage were not covered under the policy.

While that action was still pending, Glenn S. Vician, a partner at the firm, filed this action. The complaint is nearly identical, but substitutes Mr. Vician for Bowman Heintz as the plaintiff. In this action, Mr. Vician apparently seeks recovery of damages that he sustained personally due to Valiant’s denial of the claim, as opposed to those that the firm sustained, but his assertion of liability is based on the same insurance policy, the same underlying events, and

