



GARY W. BERDEEN

Main: 484-534-8300
Cell: 804-240-3219
Email: gberdeen@StewartSmithLaw.com

BAR ADMISSIONS

- Virginia

COURT ADMISSIONS

- U.S.D.C., E.D. Virginia
- U.S.D.C., W.D. Virginia
- U.S.D.C., S.D. Indiana
- U.S.C.A., Fourth Circuit
- U.S.C.A., Seventh Circuit
- U.S.C.A., Ninth Circuit

EDUCATION

Syracuse University College of Law (J.D., *magna cum laude*)
Virginia Tech (BS, *cum laude*)

PROFILE

Gary W. Berdeen has over fifteen years of experience representing clients in complex coverage matters. He has successfully represented insurers in a wide range of coverage cases in state and federal courts throughout the country, including disputes involving construction defect, product liability, environmental, professional liability, directors and officers liability, rescission and bad faith claims.

Gary also has extensive experience representing clients in civil litigation matters involving breach of contract, fraud, tortious interference, toxic tort and personal injury claims. He also handles appeals.

Gary began his career in 2001 at Hunton & Williams in Richmond, Virginia representing Fortune 500 companies in high exposure litigation and individuals in family law matters.

PRACTICE AREAS

- Appellate Practice
- Arson & Fraud
- Climate, Energy & Environmental
- Complex Litigation
- Construction Defect Coverage
- Extra-Contractual / Bad Faith First Party Coverage
- First Party Coverage
- Third Party Coverage
- Management Liability, Directors & Officers, Financial Institutions
- Mass and Toxic Torts
- Professional Liability/Errors & Omissions

AREAS OF FOCUS

- Additional Insured Coverage
- Advertising Injury & Business Tort Coverage
- Commercial Auto & Motor Carrier Coverage
- CGL Insurance Coverage
- Excess & Primary Insurer Relations
- Products Liability Coverage
- Professional Liability (E&O) Coverage
- Property Coverage
- Rescission & Fraud
- Umbrella & Excess Coverage

REPRESENTATIVE MATTERS

American Home Assurance et al. v. Trumbull Corp. et al. (Pennsylvania 2012) (no coverage as a matter of law under CGL policies for claims of faulty workmanship/defective construction of retail shopping center)

McLaren v. AIG Domestic Claims, Inc. (E.D. Pa. 2012) (dismissal with prejudice of action involving bad faith and breach of contract claims arising out of third party administrator's alleged improper settlement of underlying wrongful death suit against insured, holding administrator is not a party to the insurance contract and, therefore, not a proper defendant)

RLI Insurance Co. v. Consecos, Inc., 2007 WL 2020176 (S.D. Ind. 2007) (obtained summary judgment and award of attorney fees on behalf of insurer in eight-figure breach of contract action involving underlying securities litigation and ERISA claims under excess D&O liability policy), *affirmed*, *RLI Ins. Co. v. Consecos, Inc.*, 543 F.3d 384 (7th Cir. 2008)

PROFESSIONAL MEMBERSHIPS & AFFILIATIONS

- Member, *Syracuse Law Review*