



John A. Bennett

Shareholder
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John Bennett is a Fellow in the American College of Trial Lawyers. He has tried cases for more than 35 years in Oregon and Washington, both states in which he is licensed to practice. He has also handled cases in Colorado, Idaho, Montana, California and Tennessee by means of *pro hac vice* admission. John's career started in the Multnomah County District Attorney's office, the largest prosecuting office in the state of Oregon, where he tried every type of criminal case, including murders, and was the Chief Deputy District Attorney when he moved to private practice.

John's current practice predominantly involves first party insurance coverage and defense of claims for extra-contractual damages, so-called "bad faith." John has tried to verdict multiple lawsuits involving insurance coverage and/or bad faith issues. Most cases settle; John is adept and experienced in all forms of alternative dispute resolution (ADR).

Areas of Focus

1) Property Insurance Coverage:

- Fire & explosion
- Earth movement
- Faulty workmanship and/or design
- Resulting/ensuing loss
- Business income loss
- Ordinance or law (increased cost of construction)
- Collapse
- Boiler & machinery (equipment breakdown coverage)
- Crime coverage

2) Liability Coverage:

- Claims of sex abuse
- Personal and advertising injury issues
- Additional insured issues

3) SIU / Fraud Claims

4) Extra-Contractual Defense: Defending insurers against allegations of Consumer Protection Act (CPA) violations, Washington Insurance Fair Conduct Act violations, common law "bad faith" claims handling, torts of intentional interference with business relations, and outrageous conduct.

5) Insurance Regulatory: Representation of insurers regarding policy forms in non-standard lines and allegations of noncompliance with regulatory statutes.

6) Commercial Disputes:

- Termination of independent distributors for manufacturer
- Shareholder disputes over conduct of closely held corporations

7) Celebrity Law: Represented the United States Figure Skating Assoc. in its administrative proceeding against Tonya Harding.

8) Class Actions: Represented certain of the Safeco Insurance Companies in alleged class action regarding interpretation of "adverse action" in Fair Credit Reporting Act; currently representing auto carrier in two separate putative class actions in State of Washington.

ADR Experience

Though John has made a living trying cases, he recognizes that most lawsuits are resolved without trial. A trial can be expensive, disruptive to an organization, and subject to the vagaries of the jury system. Sometimes, however, a trial is the only way to resolve a case, and counsel needs to be able and willing to see the matter through to verdict. John has used every means of ADR to resolve cases short of trial, including old-fashioned direct negotiation with opposing counsel, mediation, arbitration, and mini-trials. John's goal is to find the most effective and efficient way to solve the client's legal problem.

Representative Experience

- Successful counterclaim for \$10,000,000 regarding first-party insurance fraud

Practice Areas

Insurance Law

Industries

Insurance

Education

Northwestern School of Law, Lewis & Clark College - J.D., 1975
(Member, Law Review)
University of Oregon - B.A., 1972

Bar Admissions

- Oregon, 1975

- Washington, 2002

Court Admissions

- U.S. District Court, District of Oregon
- U.S. District Court, Eastern District of Washington
- U.S. District Court, Western District of Washington

Professional and Civic Involvement

- American College of Trial Lawyers (Fellow, 2013-Present)
- Defense Research Institute (Member)
- Federation of Defense & Corporate Counsel (Member; Former Chair, Property Insurance Section)
- Multnomah Bar Association (Member)
- Owen M. Panner American Inn of Court (Emeritus Member)

Awards and Honors

- AV[®] Preeminent[™], Peer Review Rated by Martindale-Hubbell
- Selected for inclusion in *Oregon Super Lawyers* (2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006 — Insurance Coverage)
- Selected for inclusion in *The Best Lawyers in America*[®] (2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010 — Commercial Litigation; Insurance Law)
- Named the *Best Lawyers*[®] 2020 Portland-OR Insurance Law "Lawyer of the Year"
- Named as a "Local Litigation Star" by *Benchmark Litigation* (2018, 2017, 2016 & 2015 — Insurance)
- First recipient of Bullivant Houser Bailey's Trial Lawyer of the Year Award for defense verdict in *The Mckee Owners Assoc. v. The Travelers Indemnity Co. of Am.*, King County Superior Court, Washington (first party claim seeking coverage for construction defects)

Publications and Presentations

- Co-Author, "[Fringe Science Put to the Test in 'Collapse' Case](#)," King County Bar Association, Bar Bulletin (2013)
- Co-Speaker, "Insurance in the Construction Industry," The Seminar Group (2012)
- Co-Editor, "Insurance Law: The Basics (2011 Ed.)," Oregon State Bar Legal Publications (2011)
- Author, "[Fundamentals of Property Insurance](#)," Washington State Bar Association Insurance Law Primer CLE (2010)

Representative Published Decisions

- *Safeco Ins. Co. of Oregon v. Masood*, 264 Or. App. 173, 330 P.3d 61 (2014) (enforcing insurer's right to cooperation from insured and rejection of attempt to impose conditions on cooperation).
- *Safeco Ins. Co. of America v. Burr, Geico General Ins. Co. v. Edo*, 551 US _____, 127 S Ct. 2201 167 LEd 2nd 1045 (2007), (reversing 9th Cir., 435 F.3d 1081 (2006) (finding that client's interpretation of the Fair Credit Reporting Act, though incorrect, was objectively reasonable, and thus not willful).
- *Wal-Mart Stores, Inc. v. Gulf Ins. Co.*, 250 Fed. Appx. 221, 207007 WL 2915603, CA9 (OR) October 4, 2007 (faulty workmanship exclusion enforced in first party damage action).
- *Harrington v. American Economy Ins. Co.*, 131 Fed. Appx. 573, 2005 WL (1140488) C.A. 9 (OR) (claim under crime coverage provision of insurance contract for loss from employee theft; court upheld assertion of contractual period of limitation for all claims beyond those acknowledged by carrier).
- *Strader v. Grange Mutual Ins. Co.*, 179 Or. App. 329, 39 P.3d 903 (2002) (establishing that there is no "special relationship" between insured and the first party insurer to support a tort claim, thus limiting claims for relief to breach of contract).
- *Lewis-Williamson v. Grange Mutual Ins. Co.*, 179 Or. App. 491, 39 P.2d 947 (2002) (establishing that a captive agent is the agent only of the insurer, not the insured, foreclosing a claim for failure to procure insurance).
- *Spada v. Unigard Ins. Co.*, 232 F. Supp. 2d 1155 (D. Or. 2002) (addressing "property damage" necessary to trigger a duty to defend and holding that the defense obligation does not extend to prosecuting counterclaims and cross-claims).