



Gregory A. Harrison

Of Counsel
greg.harrison@dinsmore.com

Cincinnati, OH
Tel: (513) 977-8314

A member of the firm's Board of Directors, Greg is a proven litigator. First as a trial attorney with the United States Department of Justice, Commercial Litigation Branch (1985 - 1989) and since joining the firm in 1989, he has been extensively involved in the litigation of complex commercial litigation. His practice includes litigation of antitrust, insurance coverage, product liability, trade secret and other financial disputes. Having handled cases in more than 25 states, he serves as national coordinating counsel in insurance coverage and product liability matters. He also has significant experience with electronic discovery, computer technology and litigation management and support.

First exposed to the insurance industry through working at his family's independent insurance agency in his hometown of Wapakoneta, Ohio, Greg has litigated and counseled on all manner of insurance issues including insurance regulation, coverage, bad faith, and liquidation. He has been listed in *The Best Lawyers in America* since 2006 and AM Best's *Recommended Insurance Attorneys* since 2007.

Services

- Litigation
- Class Action
- Product Liability
- Antitrust & Trade Regulation
- Insurance Industry

Education

- University of Dayton School of Law (J.D., *magna cum laude*, 1985)
 - University of Dayton Law Review, editor-in-chief (1984 - 1985)
 - Dean's Award for Legal-Writing Excellence (1984)
- Bowling Green State University (B.S., 1982)
 - Business Administration

Bar Admissions

- Ohio

Court Admissions

- U.S. Supreme Court
- U.S. Court of Federal Claims
- U.S. Court of Appeals for the Fourth Circuit
- U.S. Court of Appeals for the Sixth Circuit
- U.S. District Court for the Northern District of Ohio
- U.S. District Court for the Southern District of Ohio

Affiliations/Memberships

- American Bar Association
- Ohio State Bar Association
- Cincinnati Bar Association, Grievance Committee
- Defense Research Institute
- Ohio Association of Civil Trial Attorneys
- University of Dayton School of Law Dean's Advisory Council

Distinctions

- Peer Review Rated AV in *Martindale-Hubbell*
- *Best Lawyers*®
 - "Lawyer of the Year" in Cincinnati for Insurance Law (2012)
 - "Lawyer of the Year" in Cincinnati for Litigation - Insurance (2020)
 - Commercial Litigation, Insurance Law, Litigation - Insurance (2021-2024)
- Ohio *Super Lawyers*®
 - For Insurance Coverage (2021)
- AM Best's Recommended Insurance Attorneys (2007- present)

Experience

Manufacturer of Asbestos Products v. Insurance Company

Served on our trial team as counsel to insurer in multi-million dollar dispute over coverage for asbestos bodily injury. The dispute involved issues of policy limits for product liability versus non-product liability. After years of discovery, briefing, and a trial of issues relating to the types of asbestos exposure experienced by underlying

plaintiffs, we succeeded in obtaining an arbitration ruling in our client's favor on the issue exhaustion of policy limits.

Allegations of Bad Faith in Denial of Fire Loss Claim

We represented a national insurance company against claims of breach of contract and bad faith. Plaintiffs alleged breach of contract and bad faith relating denial of a claim for fire loss. The Northern District of Ohio granted summary judgment to our client on the grounds that the insureds made intentional misrepresentations relating to their financial condition and the loss of multiple items in the fire in the course of the insurer's investigation. The district court concluded that "because defendant was investigating plaintiffs' possible role in an incendiary fire, their financial status bore materially on their potential motive in setting the fire. Likewise, the plaintiffs' numerous contradictory statements about property lost or destroyed in the fire are material, as they bore materially on the amount defendant would pay out if it honored the policy."

Allegations of Breach of Contract and Bad Faith in a Fire Loss Claim

We represented a national insurance company against claims of breach of contract and bad faith. Plaintiff alleged breach of contract and bad faith relating denial of a claim for fire loss. The Northern District of Ohio granted summary judgment to our client on the grounds that the insured made intentional misrepresentations relating to his financial condition and the loss of multiple items in the fire in the course of the insurer's investigation. The district court concluded that the insured's "misrepresentations were numerous and ever changing and material to [the insurer's] investigation of this intentional fire."

Allegations of Unintended Acceleration

Dinsmore represented a major motor vehicle manufacturer in cases filed in Ohio associated with allegations of sudden unintended acceleration. We removed the cases to federal court and were involved in successfully litigating the matters as part of the multi-district litigation procedure.

Anonymous Department of Insurance v. Big Six Auditing Firm

We represented an insurance liquidator who alleged that the auditor defendant was negligent in auditing the financial statements for the insolvent insurance company and that the negligence caused damage to the company's estate. This case involved complex concepts of insurance, accounting, and auditing. The discovery process included the depositions of over 25 witnesses, including 5 expert witnesses. On the first day of trial, the defendant settled for a multi-million dollar sum. During the case, Dinsmore & Shohl prevailed on nearly every motion. Significantly, the trial court allowed Dinsmore's litigation team to pursue damages against the defendant based upon a deepening of the insolvency theory.

Anonymous Plaintiffs / Claimants v. Insurance Company

Serving as national counsel, we provide coverage opinions and advise carrier as to appropriate and consistent claims handling for multiple property claims, including hurricane, wind, fire, vandalism, water damage, hail, and similar perils. Where applicable, we manage local counsel and help shape strategy for discovery, briefing, trial, and settlement. We have defended depositions, defended subpoenas, and mediated claims on the client's behalf. We also directly defend such claims regionally. We have performed similar functions as national coordinating counsel for mold, Y2K, and liability/casualty claims.

Anonymous Plaintiffs / Claimants v. Insurance Company

We serve as regional counsel to an insurance carrier by providing coverage opinions and advising the carrier as to appropriate and consistent claims handling for multiple property and casualty claims, including wind, fire, vandalism, water damage, hail and similar perils. We have consistently prevailed in motions for summary judgment on issues of coverage and alleged bad faith.

Antitrust Dispute

Significant breakthroughs in the pharmaceutical industry that result in commercial success are a rarity. One such advance was a multi-billion dollar a year product and had been one of the top-selling drugs in the world since its introduction. Success is often a double-edged sword and in 2006, the drug attracted the attention of a generic drug manufacturer who attempted to market a generic form notwithstanding patent protections. An effort to settle that dispute was rejected upon review by the Federal Trade Commission and Antitrust Division of the U.S. Justice Department. Notwithstanding that, the patent lawsuit went forward, various plaintiffs' attorneys then filed suit against our client alleging that the failed settlement was an attempt to protect an illegal monopoly. We were retained as local counsel to defend the pharmaceutical company in this multi-case, antitrust litigation in the Southern District of Ohio. Working with national counsel, we successfully argued that no antitrust violation occurred, and the cases were dismissed.

Automobile Class Action Litigation

Dinsmore & Shohl represented a large automobile distributor in class action litigation initiated in Ohio and Kentucky, alleging the automobiles distributed by our client that were subject of a nationwide recall, unintentionally accelerated or were prone to such an alleged defect. The class action plaintiffs alleged a variety of claims, including fraud, breaches of express and implied warranties, negligence, and violations of consumer protection statutes. Plaintiffs also sought compensatory relief in the form of diminished value of the subject vehicles or injunctive relief. Dinsmore & Shohl either successfully removed all such actions to federal court, where they were consolidated in multi-district litigation, or obtained a dismissal of the entire suit.

Complex Intellectual Property Dispute

Creativity is a differentiator and the driving force behind some of the most iconic products in the marketplace. We represented the author of a *Wall Street Journal*, *USA Today*, and *Publisher's Weekly* best-selling book and creator of accompanying merchandise in an intellectual property dispute. Our client became aware of a company marketing a competing product utilizing terms and phrases associated with our client's protected works. The competing company was leveraging unique terminology to direct online traffic to their website at the expense of our client. We protected our client's interests in a suit that had been filed in the U.S. District Court for the Northern District of Ohio. Ultimately, the dispute was resolved in mediation. We worked with our client and were successful in not only protecting their intellectual property but also safeguarding their ongoing competitive advantage in the marketplace.

Defense of Bad Faith and Breach of Contract Claims

When an insurance company faced allegations of bad faith and breach of contract for denying coverage for fire loss claims made by an insured, they turned to Dinsmore for counsel. A fire occurred at the plaintiff's residence while he was at work, which resulted in property damage. The plaintiff then filed a claim under their homeowners' policy. During the investigation, it was determined that the plaintiff misrepresented his financial condition and the value of jewelry and other household items allegedly lost in the fire. Additionally, an independent investigator

concluded that the fire was intentionally set. Our client subsequently denied the plaintiff's claim for breaching the "Concealment or Fraud" provision of the policy. The plaintiff then filed suit against our client for bad faith and breach of contract. Both parties moved for summary judgment and our motion was granted by the U.S. District Court for the Northern District of Ohio. The court found that the plaintiff had made numerous misrepresentations during the investigation, and subsequently had violated the policy. The ruling disposed of the claims without the expense of a trial.

Insurance Coverage Dispute Involving Allegations of Bad Faith

We represented an insurance company in a suit for breach of insurance contract and bad faith arising out of the client's decision not to pay death benefits under an occupational accident insurance policy. The case was removed to federal court and summary judgment was granted in favor of the insurance company.

Insurance Coverage Opinion

I provided coverage opinions to a large insurance company on complex issues arising out of an alleged scheme by alcohol manufacturers to market and sell to underage consumers. The underlying plaintiffs sought to pursue a class action on behalf of the underage consumers and their parents, alleging intentional actions and certain negligent actions by the alcohol manufacturers. The manufacturers, in turn, sought insurance coverage. The coverage opinion addressed a number of issues, including the alleged marketing plans of these consumer products manufacturers and whether these could form the basis for a duty to defend or duty to indemnify under the insurance policies.

Insured v. National Insurance Company

Represented a national insurance company in coverage and bad faith matter. Plaintiff had purchased comprehensive coverage but not collision coverage. Plaintiff was involved in a car accident, alleging that a bird struck his vehicle, which caused him to collide with a culvert. The Campbell Circuit Court (Kentucky) held that our client was entitled to summary judgment on the coverage claim because there was no "direct" damage to his vehicle caused by the bird strike. The court further held that our client was entitled to summary judgment on the bad faith claim because there was no coverage under the terms of the policy.

Insured v. National Insurance Company

Represented a national insurance company against claims of bad faith, breach of contract and negligence. Plaintiff's home suffered wind damage and water loss in October 2007, but the plaintiff failed to file suit against her insurer until March 2009. The Southern District of Ohio held that the plaintiff's claims for coverage and negligence were barred by the policy's one-year suit limitations provision, and the insurer had not waived the limitations period. The U.S. Court of Appeals for the Sixth Circuit affirmed summary judgment for our client.

Insured v. National Insurance Company

Represented a national insurance company against claims of breach of contract and bad faith. The plaintiff, an owner of a barbershop, purchased two identical business insurance policies prior to a robbery, which plaintiff claimed resulted in damage to property, loss of income and loss of inventory. The Northern District of Ohio granted summary judgment to our client on all claims, holding that the plaintiff failed to cooperate during the insurer's investigation of his loss.

Insured v. National Insurance Company

Represented a national insurance company against claims of breach of contract and bad faith. Plaintiff was the owner of apartment complex, which suffered a roof collapse, causing exterior and interior damage, as well as multiple uninhabitable living units. Both plaintiff and defendant hired roof inspectors to determine cause of collapse, although interpretations of reports were disputed by both sides. Our client eventually paid out for a new roof and repair of interior damages; however, plaintiff alleged that our client did not fully pay out for loss of income as dictated on policy. The Northern District of Ohio granted summary judgment to our client on grounds that our client was reasonably justified in withholding payment throughout the course of its investigation.

Litigation Relating to Change Order For a Construction Contract

We represented a general contracting company based out of Atlanta, Georgia in a complicated construction litigation matter in the United States District Court for the Southern District of Ohio. The case related to issues associated with change orders for the scope of work and contentions regarding the quality of workmanship. Following the conclusion of a two-week trial, we obtained a jury verdict in excess of \$1,000,000 for our client. We were subsequently able to negotiate a favorable settlement of this matter and two related cases that were pending in State court.

Microsoft Windows Antitrust Class Action Litigation (Ohio and Kentucky Cases)

We served as counsel for Microsoft Corporation in Ohio and Kentucky class action antitrust cases involving the Windows operating system. We obtained dismissal of the Kentucky class action suit against Microsoft (Jefferson Circuit Court, July 21, 2000), which was affirmed by the Kentucky Court of Appeals in the first Windows antitrust case to be decided by a state appellate court, *Arnold v. Microsoft Corp.* (Kentucky Court of Appeals, November 21, 2001), and the Kentucky Supreme Court declined to hear a further appeal. We obtained dismissal of a similar Ohio state court suit (Hamilton County Court of Common Pleas, August 6, 2002), which was affirmed by the First District Court of Appeals, *Johnson v. Microsoft Corp.*, 155 Ohio App. 3d 626 (2004), and by the Ohio Supreme Court, 106 Ohio St. 3d 278 (2005).

Procter & Gamble v. Bankers Trust

We were counsel for Procter & Gamble in litigation in 1994-96 against Bankers Trust arising out of two substantial derivatives contracts entered into by P&G. The litigation raised numerous issues of first impression involving the application of contract, fraud, negligence and fiduciary duty, federal and state securities and commodities and RICO law to derivatives contracts, and led to Sixth Circuit and Supreme Court decisions on issues including the discoverability of materials relating to Federal Reserve Board examination of regulated banks and the power of District Courts to enjoin publication of materials filed under seal under protective orders. The case involved massive discovery of hundreds of thousands of pages of documents and thousands of audiotapes and computer files, and required extensive computerization for discovery management. The matter settled shortly before trial, resulting in a \$165 million recovery by P&G, the largest (in absolute or percentage terms) of any such publicly reported derivatives recovery.