



Edward R. Brown

Partner



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Ted serves as coverage counsel for claims under professional liability and general liability policies, with a focus on media, technology, and privacy-related exposures. He routinely advises insurers in connection with cyber insurance and other first- and third-party technology risks.

Ted also represents lawyers, accountants, and other professionals in complex professional liability matters. Drawing on his background in financial reporting, Ted routinely works on matters involving complex financial or accounting-related issues.

Representative Matters



Cyber, Technology & Media Insurance Counseling

- Counsels insurers on first-party claims involving cyber-related incidents, including claims for business interruption, data recovery, cyber extortion, and other first-party coverages.
- Represents insurers for third-party claims arising from cyber- and privacy-related matters, including for technology-related professional services.
- Advises insurers on media liability exposures and associated claims.
- Counsels insurers on cyber-related policy provisions.
- Represents insurers on cyber-related coverage issues under traditional coverage lines, including directors and officers liability, commercial crime, general liability, commercial property, and kidnap and ransom insurance policies.

Practice Areas



Insurance
Litigation
Privacy, Cyber & Data Governance

Credentials



Education

J.D., *summa cum laude*, George Mason University School of Law; Mason Law Scholarship; Moot Court Board

M.B.A., Virginia Polytechnic Institute and State University

B.S., *magna cum laude*, Auburn University; Sigma Lambda Chi Honor Society

Law Journals

Member, *George Mason Law Review*

Bar and Court Memberships

District of Columbia Bar

Virginia Bar

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Eastern District of Virginia

Certifications

Legal Lean Sigma Institute (LLSI) White Belt

Professional Liability Litigation

- Successfully represented surety in affirmative suit against construction contractor and former officer in Virginia federal district court for fraud and negligent misrepresentation arising from faulty financial statements leading to issuance of surety bonds. After surety prevailed on the former officer's motion to dismiss and after discovery, matter settled on confidential terms.
- Successfully represented a law firm and individual attorney in a malpractice case filed against clients in New York state court, prevailing on a motion to dismiss all claims with prejudice on the alternative grounds of judicial estoppel and *in pari delicto*.
- Successfully defended separate law firms and individual attorneys in complex lawsuit alleging claims for a variety of common law and statutory violations, including claims associated with alleged computer hacking. Matter settled on confidential terms without payment or other non-monetary consideration paid by clients.
- Successfully represented law firm and individual attorneys for claims alleging that they engaged in criminal wrongdoing and violated numerous civil statutes. Matter settled on confidential terms.

Insurance Coverage Litigation

- Successfully represented insurer in coverage litigation under media and technology errors and omissions policy involving damages judgment in excess of \$100 million. Matter settled on confidential terms.
- Successfully represented insurer in coverage litigation under directors and officers liability policy in securing dismissal for failure to state a claim upon which relief could be granted based on the insured's failure to obtain the insurer's consent to an underlying settlement. *Piedmont Office Realty Trust, Inc. v. XL Specialty Ins. Co.*, 11 F. Supp. 3d 1184 (N.D. Ga. 2014). Also represented insurer in appeal to the Eleventh Circuit, where the Georgia Supreme Court ultimately answered certified questions in favor of the insurer's position, concluding that dismissal was proper. *Piedmont Office Realty Trust, Inc. v. XL Specialty Ins. Co.*, 771 S.E.2d 864 (Ga. 2015); *Piedmont Office Realty Trust, Inc. v. XL Specialty Ins. Co.*, 790 F.3d 1252 (11th Cir. 2015).
- Obtained summary judgment in California federal district court in favor of insurer that it had no duty to defend or indemnify an insured under an errors and omissions liability policy. The court also held that the insurer was entitled to recoupment for funds paid to settle the underlying claim. *VierraMoore, Inc. v. Continental Casualty Co.*, 940 F. Supp. 2d 1270 (E.D. Cal. 2013). Also represented insurer in appeal to the Ninth Circuit, which affirmed the ruling in the insurer's favor. *VierraMoore, Inc. v. Continental Casualty Co.*, 607 Fed. App'x 749 (9th Cir. 2015).
- Obtained summary judgment in Nevada federal district court in favor of insurer that it had no duty to defend or indemnify insureds under a legal malpractice policy. *Christensen v. Darwin National Assurance Co.*, No. 2:13-CV-00956-APG-VCF, 2014 WL 1628133 (D. Nev. Apr. 14, 2014). Also represented insurer in appeal to the Ninth Circuit, which affirmed the ruling in the insurer's favor. See *Christensen v. Darwin National Assurance Co.*, No. 14-15914 (9th Cir. Mar. 23, 2016).

- Represented trade associations participating as *amicus curiae* before the New York Court of Appeals. The court held that the antisubrogation rule did not apply to bar an insurer's claim against a related successor to an insured entity. *Millennium Holdings, LLC v. Glidden Co.*, 53 N.E.3d 723 (N.Y. 2016).
- Represented three trade associations participating as *amici curiae* before the Connecticut Supreme Court. The court ultimately held that there was no coverage under Coverage B of a CGL policy for a claim involving the loss of data tapes containing sensitive employee information. *Recall Total Information Management, Inc. v. Federal Insurance Co.*, 115 A.3d 458 (Conn. 2015).
- Represented a trade association participating as *amicus curiae* before the California Supreme Court. The court held that the personal and advertising injury section of a CGL policy did not afford coverage for various infringement and unfair trade claims. *Hartford Casualty Insurance Co. v. Swift Distribution, Inc.*, 326 P.3d 253 (Cal. 2014).

Professional Experience

- Cost Engineer (2008-2011), Engineer (2006-2008), Turner Construction Company

Recognitions

- Named one of DC's "Rising Stars" for Insurance Coverage by *Super Lawyers* magazine (2018-2020)