

ADAM M. BARNES

SHAREHOLDER



AREAS OF PRACTICE

Premises & Retail Liability
Construction Injury Litigation
Trucking & Transportation
Liability
Automobile Liability
Hospitality & Liquor Liability
Product Liability
General Liability
Insurance Services – Coverage &
Bad Faith Litigation
Employment Law
Asbestos & Mass Tort Litigation

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ADMISSIONS

Pennsylvania

1999

U.S. District Court

Western District of

Pennsylvania

1999

U.S. District Court Eastern

District of Pennsylvania

2006

U.S. District Court Middle

District of Pennsylvania

2010

U.S. Court of Appeals 3rd

Circuit

2001

West Virginia

2001

U.S. District Court

Southern District of West

Virginia

2001

U.S. District Court

Northern District of West

Virginia

2002

U.S. Court of Appeals 4th

Circuit

2004

Ohio

2006

U.S. District Court

Northern District of Ohio

2012

Supreme Court of the
United States
2005

EDUCATION

Indiana University Maurer
School of Law (J.D., 1999)

Indiana University-
Bloomington (B.A., cum
laude, 1993)

HONORS & AWARDS

Pennsylvania Super
Lawyers
2019-2025

ASSOCIATIONS & MEMBERSHIPS

Allegheny County Bar
Association

Defense Trial Counsel of
West Virginia

Ohio Bar Association

Pennsylvania Defense
Institute

West Virginia Bar
Association

YEAR JOINED

2025

OVERVIEW

Adam is a Shareholder in the Casualty Department and for over 25 years has concentrated his practice in the defense of companies and individuals in a wide range of general liability civil litigation matters. He routinely defends clients against claims of bodily injuries and property damage involving premises and retail liability, construction injury, property subrogation, automobile liability, trucking and transportation liability, uninsured and underinsured motorist claims, hospitality & liquor liability, and product liability.

Adam has litigated cases throughout Pennsylvania as well as West Virginia and eastern Ohio; tried matters in both state and federal courts; and handled appeals before appellate courts in all three states.

Adam has over 20 years' experience providing counsel and defense of coverage issues involving commercial general liability, auto liability, umbrella/excess liability, and property policies, as well as homeowners and personal auto liability policies.

Adam has defended private businesses against employment law matters involving claims made under Title VII, Age Discrimination in Employment Act, and Americans with Disabilities Act at the administrative level before the Equal Employment Opportunity Commission and the Pennsylvania Human Relations Commission, as well as in Pennsylvania state and federal courts.

Adam has been recognized as a Pennsylvania Super Lawyer since 2019. He has authored materials and presented for the Pennsylvania Bar Institute on a range of topics. He has authored materials and presented at seminars for general liability claim professionals on general liability claims, uninsured/underinsured motorist claims, risk transfer, and insurance coverage issues.

Adam graduated from Indiana University – Bloomington in 1993 (*cum laude* and Phi Beta Kappa) and earned his law degree from Indiana University School of Law – Bloomington in 1999.

SIGNIFICANT REPRESENTATIVE MATTERS

Successfully obtained summary judgment in the U.S. District Court for the Eastern District of Pennsylvania on behalf of an insurer, with the court ruling that there was no duty to defend or indemnify a security company in lawsuits arising from violent attacks at a Philadelphia bar. The court held that claims styled as negligence were barred by a broad assault and battery exclusion, which capped coverage at \$250,000—a limit already exhausted—thereby precluding any additional coverage. *The Cincinnati Specialty Underwriters Ins. Co. v. Mainline Private Security, LLC*, 2025 WL 3644242 (E.D.Pa. 2025).

Successfully defended a construction contractor client in a Westmoreland County, Pennsylvania action seeking compensatory damages for alleged flood-related property damage arising from an improperly constructed sewage separation line. Obtained dismissal of the claims through Preliminary Objections based on the expiration of the applicable two-year statute of limitations. On appeal, the plaintiff argued the complaint supported a theory of continuous trespass; however, the Commonwealth Court affirmed the trial court's decision, finding the action was untimely and that no continuous trespass claim had been pled. *Milan Stefanik Slovak Library and Literary Society a/k/a Milan Stefanik Slovak Society v. Borough of East Vandergrift, et al.*, 2025 WL 3527288 (Pa. Commwlth. Ct. 2025).

Obtained a summary judgment on a first-party commercial property claim where the insured sought coverage for alleged property damage to its warehouse resulting from lessee's failure to clean it as the claim did not involve "accidental physical loss" and furthermore, the alleged damage fell within scope of policy's pollutants exclusion. *Vale Vista Associates LP v. Cincinnati Casualty Co.*, 442 F.Supp.3d 896 (W.D.Pa. 2020)

Obtained a summary judgment regarding the interpretation of an arbitration provision in a commercial auto policy with respect to a claim for underinsured motorist benefits. *Rea v. Cincinnati Insurance Co.*, 2014 WL 4198059 (W.D.Pa. 2014)

Affirming the granting of summary judgment based on enforcement of the statute of limitations to a claim for damage to residential property. *Roberts v. West Virginia American Water Co.*, 655 S.E.2d 119 (W.Va. 2007)

Affirming the granting of summary judgment based on the enforcement of professional liability exclusions contained in the business owners package policy and personal liability policy in response to attempt to obtain coverage by the insured-attorney for a malicious prosecution claim related to the insured's filing of a counterclaim based on Rule 11 of the West Virginia Rules of Civil Procedure on behalf of a client against the Estate prosecuting a medical negligence / wrongful death lawsuit. *Boggs v. Camden-Clark Memorial Hospital Corp.*, 693 S.E.2d 53 (W.Va. 2010)

Affirming the granting of summary judgment in favor of real estate agency and realtor arising out of the sale of residential property. *Hinerman v. Rodriguez*, 2013 WL 2157766 (W.Va. 2013)

Affirming the granting of summary judgment in favor of real estate agency and realtor arising out of the sale of residential property in response to a subsequently added claim after the original claim was dismissed by summary judgment and upheld on appeal. *Hinerman v. Rodriguez*, 2015 WL 3672260 (W.Va. 2015)

Affirming of summary judgment in favor of paving contractor arising out of claim of residential property damage attributed to roadway paving operations as plaintiffs failed to present competent evidence to create a genuine issue of material fact linking to contractor's operations to the alleged damage. *Grant v. Kelly Paving, Inc.*, 2018 WL 6015816 (W.Va. 2018)

Affirming the granting of summary judgment for commercial general liability insurer against claim for defense and coverage by policyholder in response to third-party liability claim associated with the development of commercial retail plaza in southern West Virginia on the grounds the claim was excluded by the contractual liability exclusion as interpreted under Tennessee law. *J.A. Street & Associates, Inc. v. BITCO General Insurance Corp.*, 2019 WL 1949710 (W.Va. 2019)

Affirming the granting of summary judgment in favor of construction contractor that deposited road construction spoil onto a private residential property at the then-owner's request, per the then-owner's specifications; the fill area later slipped, and the current owner sued alleging a breach of the duty of care. The appellate court affirmed that the construction contractor did not assume a duty of care to subsequent purchasers. *Grisell v. Shelly & Sands*, 2023 WL 7299892 (W.Va. 2023)

Affirming the granting of summary judgment in favor of commercial

property insurer on the grounds that the insured failed to present competent evidence to create a genuine issue of material fact that the loss event was due to direct physical loss to a transformer, which was necessary to establish coverage for the claim. *Hickory Groves 339, LLC v. Cincinnati Insurance Co.*, 2016 WL 3261018 (Ohio.Ct.App., 4th District 2016)