



## Meghan K. Finnerty

Shareholder

meghan.finnerty@flastergreenberg.com

WEST CONSHOHOCKEN

T: 215.320.3725

F: 610.260.4447

PHILADELPHIA

T: 215.279.9393

F: 215.279.9394

**Meghan Finnerty** is a member of the firm's Litigation Department. She is an experienced trial and appellate lawyer in both insurance coverage and general commercial litigation. As such, her diverse commercial litigation practice focuses on assisting corporate and nonprofit policyholders as they navigate disputes with their insurance companies. Meghan regularly advises construction, manufacturing, restaurant industry, and auto industry clients on risk and insurance issues for each phase of the life cycle of the business.

Meghan has recently litigated or advised policyholders in the context of the duty to defend, faulty workmanship, and other "occurrence" issues, asbestos and other exclusions, property and business interruption coverage, D&O, E&O, EPLI, equipment breakdown coverage, coverage for opioid litigation, coverage under subcontractor policies and bad faith claims.

### REPRESENTATIVE MATTERS

- *Erie Ins. Exch. v. Moore, No. 20 WAP 2018, 2020 Pa. LEXIS 2239 (Apr. 22, 2020)*

Argued before the Pennsylvania Supreme Court that an insurance company's duty to defend under a general liability policy extended to accidents committed during the course of intentional or criminal conduct, resulting in favorable case law to policyholders on the duty to defend, and the interpretation of "occurrence" and the intentional acts exclusion.

- *Mfrs. Indem. Co. v. Pottstown Indus. Complex LP, 2019 PA Super 223, 215 A.3d 1010 (2019)*

Obtained a landmark ruling for CGL policyholders when the Pennsylvania Superior Court held that the duty to defend extended to a breach of contract claim for damage to a tenant's property caused by a commercial landlord's breach of its contractual obligation to maintain the roof. In so holding, the Superior Court expressly rejected a line of federal court decisions that suggested that claims against an insured for damage to another's property cannot arise out of an occurrence simply because the insured is alleged to have negligently performed a contractual obligation.

### Practice Areas

Insurance Counseling and Recovery Law  
Litigation  
Construction Law  
Healthcare Law

### Industry Groups

Automotive  
Construction  
Healthcare  
Restaurant & Hospitality

### Admissions

Pennsylvania  
Supreme Court of the United States  
US. Appeals Court, 3rd Circuit  
US. Appeals Court, 4th Circuit  
US. District Court, Eastern District of Pennsylvania  
US. District Court, Northern District of Texas

### Education

- Southern Methodist University, Dedman School of Law, J.D.
- University of Notre Dame, B.A., Program of Liberal Studies

*Continued*

---

- Negotiated full defense and indemnity coverage for a policyholder auto dealership that was named as a defendant in a large consumer fraud class action in Philadelphia, Pennsylvania, with approximately 2000 class members.
- Negotiated seven-figure settlements as lead counsel for policyholders under property, D&O, equipment breakdown, and business interruption policies.

#### **HONORS & AWARDS**

- Selected "Lawyers on the Fast Track," The Legal Intelligencer, 2021
- Named "Best Lawyer," Best Lawyers in America®, 2024
- Named "Rising Star – Insurance Coverage," Pennsylvania Super Lawyers, 2014-2020
- Insurance Cases to Watch Across the Country, Law360, 2019 - Served as lead counsel in two of the four cases mentioned

#### **COMMUNITY ACTIVITIES**

- Anastasia's School Endowment Fund, Chair