

John M. Hagan

Partner

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OVERVIEW

John Hagan is a policyholder insurance recovery lawyer who leads coverage litigation and counseling for energy, utility, and manufacturing clients nationwide. He handles environmental insurance coverage, asbestos coverage litigation, first-party property, and business interruption claims, including lost policy discovery, allocation issues, and insurance bad faith disputes. John also structures coverage-in-place (CIP) agreements. He has secured eight- and nine-figure policyholder recoveries through coverage litigation and CIP agreements. John also counsels policyholders on insurer insolvency strategies, recovering proceeds from carriers in liquidation or rehabilitation.

John is also an assistant general counsel for the firm; he serves on the firm's AI Solutions Group.

PROFESSIONAL BACKGROUND

John joined K&L Gates in 2005.

ACHIEVEMENTS

- Recognized by *The Best Lawyers in America*® for Commercial Litigation in Pittsburgh, 2025

PROFESSIONAL / CIVIC ACTIVITIES

- Serves on the Board of Directors of Catholic Charities of the Diocese of Pittsburgh.
- Previously sat on the Board of Directors of Big Brothers Big Sisters of Greater Pittsburgh, and he also served as a “Big Brother” with that organization.
- Participated in Leadership Pittsburgh's Leadership Development Initiative XXII.

SPEAKING ENGAGEMENTS

- "Insurance Coverage for Coal Combustion Residual Costs," Energy, Utility & Environment Conference, 6 October 2022
- "Bad Faith Claims," Insurance Coverage Training Series. September 2, 2009
- "Location, Location, Location: Strategic Considerations for Selection of Forum," Insurance Coverage Training Series. March 13, 2009

EDUCATION

- J.D., Washington and Lee University School of Law, 2005 *(Lead Articles Editor, Washington and Lee Law Review)*
- B.A., University of Notre Dame, 2002 *(magna cum laude)*

ADMISSIONS

- Bar of Pennsylvania
- United States Court of Appeals for the Third Circuit
- United States District Court for the Western District of Pennsylvania

THOUGHT LEADERSHIP *POWERED BY HUB*

- June 2026, ESG and the Sustainable Economy Handbook
- 4 December 2024, Breaking CTA Alert—Nationwide Injunction Issued Against US Corporate Transparency Act
- 10 August 2020, Strategic Insurance Considerations for Emerging Coal Ash Bodily Injury Claims
- 20 March 2019, Identifying and Preserving Coverage for Alleged Coal Ash Liability
- 30 July 2018, New Jersey Supreme Court Affirms Pro-Policyholder Rulings in Honeywell
- 26 April 2017, Pennsylvania Commonwealth Court Confirms "Continuous Trigger" for Latent Environmental Property Damage Claims

OTHER PUBLICATIONS

- "ESG — what directors and officers need to know about insurance," *Reuters Legal News*, 29 July 2022
- Pennsylvania's Trigger of Coverage for Continuous Property Damage Liabilities: Confirming the "Continuous Trigger" for Latent Environmental Claims, *53 Tort Trial & Insurance Practice Law Journal 103* (Fall 2017).

- "Coverage Options for Employee Asbestos Claims," *40 Employee Relations Law Journal No. 4, at 9* (Spring 2015).
- "Considerations On Earthquake Coverage in Calif.," *Law360*, John M. Hagan and Ngofeen Mputubwele. October 9, 2014.

NEWS & EVENTS

- 23 March 2023, K&L Gates Secures Pro Bono Win in Third Circuit Case Establishing New Federal Standard

AREAS OF FOCUS

- Insurance Recovery and Counseling
- Commercial Disputes

INDUSTRIES

- Energy
- Manufacturing
- Utilities

REPRESENTATIVE EXPERIENCE

- Pennsylvania Manufacturers' Association Insurance Co. v. Johnson Matthey Inc., et al. (Pa. Commw. Ct.). Represent policyholder in coverage litigation with respect to alleged environmental liabilities relating to former industrial operations. Successfully argued to Commonwealth Court to apply a "continuous trigger" for latent environmental damage under Pennsylvania law, and to reject an insurer's attempt to impose a "manifestation trigger."
- *NW Natural d/b/a Northwest Natural Gas Co. v. Associated Electric & Gas Insurance Services Ltd., et al* (Or. Cir. Ct. Multnomah County). Successfully represented policyholder in coverage litigation with respect to alleged environmental liabilities relating to former manufactured gas plant operations. Proved the existence of dozens of disputed insurance policies at two-week trial. In addition, won motions for summary judgment relating to, among other things, the insurers' "expected or intended" defense, various pollution exclusions, and a petroleum operations exclusion.
- *King County v. Travelers Indemnity Co., et al.* (W.D. Wash.). Successfully represented policyholder in coverage litigation with respect to alleged environmental liabilities relating to the Lower Duwamish Waterway site in Washington.
- Duke Energy Ohio, Inc. v. Associated Electric & Gas Insurance Services Ltd., et al. (Ohio Common Pleas Hamilton County). Successfully represented policyholder in coverage litigation with respect to alleged environmental liabilities relating to former manufactured gas plant operations.

- Travelers Casualty & Surety Co. v. Honeywell International Inc., et al. (N.Y. Sup. Ct. N.Y. County). Represented policyholder in litigation regarding alleged asbestos liabilities. Following discovery and summary judgment rulings, case settled favorably.
- Represented a global manufacturer of commercial and consumer products as policyholder in litigation regarding alleged asbestos liabilities.
- Represented a global manufacturer of electronic instruments and electromechanical devices as policyholder in coverage litigation regarding the defense and settlement of asbestos claims.
- Confidential arbitrations between multinational corporation policyholder and its insurers and their claims-handling entity. Successfully established the reasonableness of underlying settlements of asbestos-related claims, the insurers' bad faith conduct, and the policyholder's right to recover punitive damages.
- Represented corporate conglomerate policyholder in the negotiation of multiple confidential coverage-in-place agreements relating to lines of alleged asbestos liabilities. These "CIP" agreements were entered into with nearly all of the policyholder's solvent historical insurers, and the agreements secured ongoing payment of defense and indemnity costs without the need for litigation.
- Successfully represented policyholder seeking coverage for asbestos-related claims brought by former employees.
- Successfully represented a charity with respect to a claim for property damage caused by a water back-up into the charity's headquarters. After the insurer initially denied coverage outright, it ultimately paid the charity's claim in full.
- Represented a church with respect to a claim for property damage resulting from a break-in. Although the insurer and its chosen expert attempted to limit the amount of the insured claim severely, after negotiation the insurer paid the church's claim in full.