WILSON ELSER

# Brad C. Bedwell

Of Counsel

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Brad Bedwell combines the best of both worlds. He can understand the big picture, and he can execute on the necessary details. Whether serving clients in the insurance, energy, transportation, real estate investment and development, construction, industrial, service, or retail sectors, his ability to both take the broad view and master the minutiae sets him apart.

Brad has had the pleasure of serving clients with diverse needs for legal representation, both individual clients and corporate clients in various industries. Some of their matters were resolved without any court intervention at all but others required executing a planned litigation strategy and carefully preparing the trial presentation.

**General Liability, Construction, Personal Injury & Property Damage**
Brad defends clients in a variety of general liability matters, including high-exposure property damage, construction defect, premises liability, and automobile liability matters. His experience includes multiparty and multi-expert proceedings involving significant claimed damages, and he has obtained favorable results through dispositive motion practice, mediation, arbitration, and negotiated resolution.

**Commercial & Real Estate Litigation**
Brad represents businesses, investors, property owners, and other clients in commercial and real estate disputes involving business ownership and right of control, contracts, leases, property interests, and related business issues. His experience includes disputes among business owners, commercial lease litigation, breach of contract claims, declaratory judgment actions, and injunctive relief proceedings. He has represented clients through trial, arbitration, mediation, and bankruptcy proceedings, obtaining monetary judgments, injunctive relief, arbitration awards, and negotiated resolutions.

## Education

- University of Texas School of Law (J.D., *with honors*, 2004)
  - Submissions Editor, Texas International Law Journal

## Services

- Insurance & Reinsurance Defense
- Commercial Litigation
- Construction

    - Dudley K. Woodward, Jr. Endowed Scholarship
    - Phi Delta Phi International Legal Honor Society
- University of St. Thomas (B.A. International Studies, *summa cum laude*, 2000)

### Bar Admissions

- Texas

### Court Admissions

- U.S. District Court, Eastern District of Texas
- U.S. District Court, Northern District of Texas
- U.S. District Court, Southern District of Texas
- U.S. District Court, Western District of Texas
- U.S. Bankruptcy Court, Eastern District of Texas
- U.S. Bankruptcy Court, Northern District of Texas
- U.S. Bankruptcy Court, Southern District of Texas
- U.S. Bankruptcy Court, Western District of Texas
- U.S. Court of Appeals, Fifth Circuit

### Professional Affiliations

- Co-Chair, University of St. Thomas School of Law Alumni Association (2013-2015)
- Staff Writer and Editorial Board Member, FACETS, quarterly magazine of the Greater Houston Chapter of the Community Associations Institute (2008 – 2010)
- Member, Tiller-Wensjoe Endowed Fund Campaign Committee (2009 – 2010)
- Mentor, University of St. Thomas Insights Program (2006 – 2007)

### Awards & Honors

- Texas Super Lawyers (2025 – 2026)
- Texas Super Lawyers: Rising Stars (2013 – 2018)
- H Texas: Houston's Top Lawyers (2013)

# Representative Matters

**Property damage defense**: Plaintiff claimed $7 million in damages for gas processing equipment allegedly rusting out during shipment overseas, and Brad represented the company in charge of sealing and packing the equipment for shipment. After successful dispositive motion practice, Brad obtained the lowest six-figure settlement possible for the

client.

**Construction defect defense**: Plaintiff claimed $6 million in damages due to a rooftop pool vault in a multifamily complex failing, resulting in leaks into the commercial space below. Brad represented one of two target defendants, the pool installer who came in after the vault was originally installed. After working up the case, Brad obtained a low six-figure settlement that was mostly cost-of-defense in a multi-party, multi-expert arbitration proceeding.

**Premises liability defense**: Through assertive representation and working up the defense side specific to these kinds of cases, Brad has repeatedly secured modest settlement amounts in suits brought against various Houston sports venues, including the Toyota Center (home of the Houston Rockets) and Constellation Field (home of the Sugar Land Space Cowboys, a Triple-A affiliate of the Houston Astros).

**MVA defense**: In a head-on collision case with liability where the client initially considered paying the $2 million policy-limits demand, Brad settled the matter for less than half that amount after working up the case.

**Federal court practice**: After removal to federal court, Brad has brought home voluntary dismissals with no dispositive motion practice and no settlement payment or a de minimis settlement payment by holding plaintiff's counsel to account for failure to adhere to the demands of the federal system.

**Insurance coverage**: Insurer denied coverage to a supplier of proppant sand alleging failure to properly and timely provide notice of claim. Brad won on summary judgment successfully presenting an agency theory to establish notice outside the notice address in the policy and held the judgment on appeal to the Fifth Circuit.

**Trademark disputes and unfair competition**: Brad helped represent a licensee of patents and trademarks in West Virginia federal court when the holder of the intellectual property attempted to squeeze the client out of the market, helping obtain a settlement whereby the client could continue operating the business line.

**Commercial lease disputes – money judgment**: Brad represented a commercial landlord against an insurance business tenant who abandoned the lease prematurely and under false pretenses, took the case to trial, and won a six-figure judgment for unpaid and future rent, in addition to the landlord's attorney's fees and expenses.

**Commercial lease disputes – injunctive relief**: When Hurricane Rita was closing in, Brad was called upon by an internet service provider to help obtain an injunction against the landlord. The Fortune 500 landlord threatened to shut out employees and disconnect the back-up generator, which would have stopped the provider's operations. The court awarded the injunction, and the provider was able to continue operating through the event so that its service could go uninterrupted.

**Breach of contract**: Brad represented a real estate investment company in a dispute that arose after having to cancel its contract to purchase modular buildings, resulting in a six-

figure arbitration award returning virtually all amounts it deposited with the seller and all the attorney's fees and expenses the investment company incurred.

**Fraudulent conveyance**: Brad represented the holder of a 200-year tower lease in a declaratory judgment action against the owners attempting to void the lease, resulting in a half-million dollar settlement at mediation, covering all out-of-pocket attorney's fees and expenses for the client.

**Mineral interest post-judgment litigation and bankruptcy**: A mineral-interest holder claimed to have no assets, and after post-judgment litigation in the state court, Brad was able to have royalty checks delivered to the court for distribution to his client. When that same party attempted to thwart further collection by filing bankruptcy, Brad was still able to collect the majority of the remaining debt by aggressively litigating the debtor's assets in the bankruptcy case.

**Recovering mineral interests**: An energy company routinely failed to properly operate a well and pay royalties to the client, and Brad was able to obtain a rescission and unwinding of the underlying agreement and an order recovering the well for the client. Brad took the Texas judgment to Utah to enforce it and worked with the Bureau of Land Management (BLM) to assure its records accurately reflected ownership.

**Bankruptcy and fraudulent transfers**: After litigating both the assets claimed by the debtor and the wrongful conduct of the debtor in bankruptcy, Brad was able to require the debtor to pay attorney's fees to his client as a sanction against the debtor for its transgressions. The debtor was compelled to voluntarily dismiss its bankruptcy case, and the case settled at mediation after Brad established in injunction proceedings that the debtor engaged in fraudulent transfers under the Texas Uniform Fraudulent Transfer Act ("TUFTA").