



Hariton J. Wilson

Associate

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McLean, VA – 703.245.9306

Hariton Wilson handles general commercial litigation and insurance defense on behalf of insurers and their insureds. Hariton has experience with a wide variety of civil litigation matters, including residential sales contract caveat emptor litigation; business dispute litigation; representing contractors, homeowners, and businesses in construction law disputes; securing and releasing mechanics liens; and vehicle collisions involving commercial vehicles such as trucks. He has achieved certification in Wilson Elser's rigorous Mock Trial Invitational, through which our most successful trial lawyers impart their knowledge to those destined to join their ranks.

Hariton views insurance defense as a means to reduce premiums and ensure an affordable insurance scheme for enterprising businesses and individuals.

Education

- University of Maryland, Francis King Carey School of Law (J.D., 2017)
- University of Maryland, College Park (B.A., 2014)

Bar Admissions

- Virginia
- District of Columbia

Court Admissions

- U.S. District Court, Eastern District of Virginia
- U.S. District Court, Western District of Virginia

Services

- Commercial Litigation
- Complex Tort & General Casualty
- Insurance & Reinsurance Coverage
- Insurance & Reinsurance Defense
- Construction
- Transportation

Professional Affiliations

- Virginia Association of Defense Attorneys
- Virginia Bar Association
- Fairfax Bar Association

Awards & Honors

- Selected for inclusion in *Washington, D.C. Super Lawyers* Rising Stars, 2023

Languages

- Russian

Representative Matters

Successfully negotiated settlement of real estate dispute between two real estate development companies involving the purchase and sale of a residential investment property.

Drafted pleadings and designed litigation strategy to invalidate a \$110,000 mechanic's lien two months prior to the closing date for sale of that property.

Client Wins

Powell & Wilson Obtain Dismissal of Negligence and Breach of Contract Case

Lindsay Powell (Of Counsel-McLean, VA) and Hariton Wilson (Associate-McLean, VA) secured a significant win for our title and settlement company client in a dispute over an alleged undiscovered title defect that caused the plaintiff (re)seller to miss out on a potential subsequent sale. The plaintiff brought an action in the Campbell County Circuit Court against our client alleging claims of negligence and breach of contract, seeking \$179,000 in damages plus attorney's fees. The case was received in default approximately one year ago, necessitating the preparation and filing of expedited responsive pleadings, which were resolved in our client's favor. Lindsay and Hariton promptly moved for leave to file a motion to produce the contract to the breach of contract count, which was granted. The plaintiff could never produce the document, leading to a subsequent motion to strike the breach of contract count. The initial demurrer argued that the negligence claim was barred under the economic loss doctrine and that the breach of contract claim did not sufficiently allege the elements of the contract. The court sustained the demurrer to negligence with prejudice, finding that the economic loss doctrine applied. The judge sustained the motion to strike the breach of contract claim in part, dismissing it without prejudice, for failure to comply with the court's order resulting from the motion to produce the document.

Melvani and Wilson Obtain Summary Judgment Defeating Cross-Claim For Moped

Rental Company

Nicole Melvani (Of Counsel-McLean, VA) and Hariton Wilson (Associate-McLean, VA) obtained summary judgment in the Superior Court of the District of Columbia in favor of Wilson Elser's client, a moped rental service company. The client held a District of Columbia-issued public right-of-way occupancy permit allowing it to park mopeds, available for rent through a mobile app, in designated lanes across the District. The plaintiff alleges that while riding home from work on the rented moped, she encountered potholes on the road in the District, causing her to fall and sustain injuries. The plaintiff sued the District for negligence, alleging a failure to repair and maintain the roadway after receipt of notice regarding the potholes. In addition, the plaintiff alleged negligence and product liability claims against our client. Nicole and Hariton successfully moved to compel the plaintiff's claims against the client to arbitration based on the rental agreement's arbitration provisions. Still, the plaintiff ultimately elected not to pursue the arbitration.

The plaintiff's negligence claim against the District proceeded, with the District filing a cross-claim against the moped rental company seeking indemnification pursuant to provisions in the public right-of-way occupancy permit. In their motion for summary judgment, Nicole and Hariton argued that the indemnification provision does not require the company to indemnify the District for claims arising out of the District's negligence or, in the alternative, that the provision is ambiguous on that issue and as such, is unenforceable. The court agreed with Wilson Elser's analysis and interpretation of the permit's language, finding that whether there was an agreement to indemnify turns on the definition of the phrase "public right-of-way," as used in the agreement. The court concurred that this key phrase is undefined and capable of multiple meanings. The court further determined that the District waived any right to indemnity when it refused to cede control of the defense when tendering the matter, rejecting the District's assertion that it could waive the defense portion of the clause without waiving the right to indemnity. The court found that the provision is not solely for the District's benefit and cannot be waived while retaining the indemnity requirement. Accordingly, the court granted Wilson Elser's motion for summary judgment on behalf of the client.