

MICHAEL K. GRIMALDI'S REPRESENTATIVE CASE CHART UPDATED JULY 2019

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Consumer Fraud Class Actions

Case Name	Court	Description	Result
<i>Salameh et al. v. 5th & K Parcel 2 Owners Association et al (Hard Rock Hotel San Diego)</i>	San Diego Superior Court case number 37-2010-00094424-CU-OR-CTL	Consumer fraud - fraud, breach of fiduciary duty, Unfair Competition Law (Cal. B&P Code 17200 et seq. – “UCL”), alleged overcharging of unit owners fees at Hard Rock Hotel San Diego.	Our motion for judgment granted and claims ordered dismissed 3/28/14. Affirmed on appeal.
<i>Mann et al. v McMillan-NTC 129, LLC et al.</i>	San Diego Superior Court case number 37-2009-00101911-CU-FR-CTL	Consumer fraud- fraud, negligent misrepresentation, UCL, False Advertising Law (Cal. B&P Code 17500 et seq. – “FAL”) arising from sale of homes in Liberty Station San Diego with the “Rock Church” in the neighborhood.	Judgment entered 5/9/13 in favor of all defendants at trial after our motion for decertification was granted and plaintiffs’ counsel commenced filing additional individual actions, which were all abandoned and dismissed following our win at trial in the lead case. Supported trial counsel. Drafted motion in limine to preclude expert evidence and opposition to motion to bifurcate, drafted analysis on UCL damages issue, and helped draft closing argument.
<i>Burns v. WD-40 Company</i>	Orange County Superior Court case number 30-2010-00382503	Plaintiff sued defendant WD-40 Company because their household cleaning products, 2000 Flushes and 2000 Flushes Blue Plus Bleach (2000 Flushes Blue), allegedly harmed her plumbing. The putative class action sought relief under both statutory and common law causes of action and for injunctive relief. WD-40 filed a motion to dismiss her claim under the Consumer Legal Remedies Act (CLRA) and for summary judgment on the remaining counts (UCL, breach of warranty and unjust enrichment), arguing, among other things, a lack of evidence as to causation with respect to the falsity of the advertising.	Trial court granted our motion for summary judgment, and affirmed on appeal because WD-40 successfully shifted and plaintiff failed to raise a triable issue of material fact in rebuttal. See <i>Burns v. Wd-40 Co.</i> , No. G047027, 2013 Cal. App. Unpub. LEXIS 4054, at *1-2 (June 10, 2013)
<i>Mona Vie Acai berry litigation</i> <i>Harbut, Parker v Mona Vie, Inc. et al</i>	U.S.D.C. Central District of Cal. case no. EDCV12-1983 TJH (OPx)	Consumer fraud - CLRA, UCL, FAL, Magnuson-Moss Act, breach of warranty arising from sale of Acai berry products	Pending. Plaintiff’s two motions for class certification have both been denied.

Consumer Fraud Class Actions

Case Name	Court	Description	Result
<i>Pontrelli v Mona Vie, Inc. et al</i>	U.S.D.C. – D. New Jersey case no. 2:13-cv-04649-WJM-MF	Consumer fraud- New Jersey consumer protection claims, unjust enrichment arising from sale of Acai berry products.	
<i>Gonzalez v Mona Vie, Inc. et al</i>	San Bernardino Superior Court case no. CIVDS1309111	Consumer fraud- UCL, FAL, CLRA, unjust enrichment arising from sale of Acai berry products.	Case dismissed.
<i>In Re Skechers Toning Shoes Products Liability Litigation</i>	Multiple class actions and other actions consolidation in a MDL before U.S.D.C. – W.D. of Kentucky, MDL No. 2308	Consumer fraud- statutory and common law claims arising from sale of Skechers’ Shape-ups toning shoes.	Final Order and Judgment Approving Class Action Settlement entered 5/13/13.
<i>Nuns, et al v Affinitylifestyles.com, Inc. dba Real Water</i>	District Court, Clark County, Nevada, case no. A-16-74109-C	Consumer fraud – plaintiffs allege violation of Nevada Deceptive Trade Practices Act (NRS 41.600 and NRS Chapter 598), breach of express warranty, breach of implied warranty of merchantability and unjust enrichment.	Pending.
<i>Wilhelm v International Career Development Center (ICDC College)</i>	Los Angeles Superior Court case no. BC481389	Consumer fraud- statutory and common law claims arising from marketing of education programs with for-profit college.	Motion to compel a two-party (non-class action) arbitration granted 5/8/13. Drafted motion to compel individual arbitration and supplemental briefing that court granted. Drafted Reply to Plaintiff’s Response to the Order to Show Cause on appeal re why there is no jurisdiction on a granted arbitration order. Appellate court denied jurisdiction. An individual arbitration commenced.
<i>Ghadosh v. Doheny Wholesale Meats, Inc., Doheny Kosher Meat Inc., Michael Engelman, Rabbinical Council of California</i>	Los Angeles Superior Court case no. BC504692	Plaintiff claimed the long-time supplier of Kosher food falsely marketed its meats as being kosher, committing fraud, violation of the Unfair Competition Law, breach of contract, battery and intentional and negligent infliction of emotional distress. Video recorded by private investigators that aired on TV showed the meat being transported without the rabbinical required supervision of a mashgiach. https://patch.com/california/beverlyhills/doheny-glatt-kosher-meat-market-sued-again	Secured dismissal of a rabbinical council from a class action based on a demurrer raising novel First Amendment and freedom of religion arguments. Plaintiff voluntarily agreed to dismiss the Rabbinical Council of California we represented on 12/24/14.

Consumer Fraud Class Actions

Case Name	Court	Description	Result
<i>Allison, Katrina v LSI Products, dba Pro Armor</i>	Riverside Superior Court case no. RIC 1405812	LSI manufactures and sells aftermarket accessories such as doors for Utility Task Vehicles (“UTV”) under the brand name “Pro Armor.” Plaintiff purchased a UTV already equipped with Pro Armor doors. Plaintiff claim she was deceived because a handful of Pro Armor door ads in multiproduct advertisements, published sporadically in off-road magazines over a four-year period, used one-word superlatives and sales talk such as “safety,” “protection,” “strength,” and “durability” to describe UTV doors that plaintiff claims do not provide such benefits. Relying on her subjective interpretation of what “safety” and “protection” mean, plaintiff alleges that all Pro Armor door purchasers nationwide were deceived. Plaintiff seeks redress under California’s Consumers Legal Remedies Act (“CLRA”) (Cal. Civ. Code § 1750, et seq.); Unfair Competition Law (“UCL”) (Cal. Bus. & Prof. Code § 17200 et seq.); and False Advertising Law (“FAL”) (Cal. Bus. & Prof. Code § 17500).	Drafted demurrer that was initially granted but then eventually overruled. The case settled in the early stages after mediation. Class action settlement approved 8/23/2017.
<i>John Kikano v. Uber Technologies, Inc., et al.</i>	USDC, Central District Case No. 2:17-cv-00509 GM (JEMx) Our Client: BAMA Leasing, Inc.	Plaintiff was an Uber driver that leased a vehicle through Uber’s leasing program. Our client, BAMA Leasing leased the vehicle. Plaintiff claimed Uber misled plaintiff by advertising there was no fees for mileage limits when the lease said there was fees. Plaintiff claimed false advertising, fraudulent inducement, UCL, RICO Breach of contract, rescission of contract, breach of the implied duty of good faith dealing, Violation of the Truth in Lending Act (15 U.S.C. §1601), Violation of the Consumer Lending Act (15 U.S.C. §1667).	Plaintiff’s counsel voluntarily dismissed case before motion to dismiss was filed after extensive negotiations where we showed plaintiff had no case against the BAMA leasing entity and that plaintiff sued wrong entity.

Food Labeling

Case Name	Court	Description	Result
<i>Birbrower v Quorn</i>	USDC Central District of California 2:16-cv-01346-DMG	Quorn Foods, Inc. sells healthy and environmentally-friendly vegan frozen meals. Quorn’s product is unique because its primary protein ingredient is “mycoprotein.” Quorn mycoprotein is made from a variety of fungi on its product label. Plaintiff claims she was misled by Quorn’s packaging because she thought the product contained or was made from mushrooms when in fact it was mold. Plaintiff asserts four nationwide class claims for (1) violations of California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, et seq.; (2) violations of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, et seq.; (3) violations of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, et seq.; and (4) “fraud/fraudulent concealment.”	Final class action settlement approved on 09/11/2017. Drafted motion to dismiss on unique food litigation issues related to statements on food packaging. The case settled before motion to dismiss was decided.

Defended restaurant franchisor facing a “no MSG” fraud claim. Confidential settlement reached in 2015 without the need for filing a complaint.

Food Labeling

Case Name	Court	Description	Result
<i>Yamada, Jason v. Nobel Biocare</i>	9th Dist COA 14-55263 USDC Central 2:10-cv-04849	Defended dental-implant manufacturer in complaint by dentists alleging class claims for declaratory relief, implied indemnity, breach of express and warranty, and a violation of California Unfair Competition Law, California Business and Professions Code §§ 17200, et seq. regarding bone and gum problems allegedly caused by its dental implants.	<p>Won appeal on issue related to attorney's fee award in class settlement. <i>Yamada v. Nobel Biocare Holding AG</i>, 825 F.3d 536 (9th Cir. 2016). A favorable settlement on class counsel's attorney's fees ensued.</p> <p>Drafted opposition to class counsel's motion for attorney's fees and then successfully appealed district court's order awarding attorney's fees. Drafted the appellate argument that was adopted in a precedential opinion by the Ninth Circuit that the district court's use over the defendants' objection of <i>ex parte</i>, <i>in camera</i> submissions to support its attorneys' fee order violated the defendants' due process rights because an opposing party was entitled to see what attorneys' fees were charged and why, and judicial efficiency could not eclipse the defendants' fundamental right to inspect and challenge these documents.</p>
<i>Isler v. Int'l Auto Logistics, LLC.</i>	Central District of California, No. LA CV14-08599 JAK (PLAx),	Plaintiff alleged that he and other similarly situated individuals were damaged when Da government contractor failed to deliver their personal vehicles to and from various international and domestic locations in accordance with its obligations to do so under the terms of a government contract. The Complaint advanced five causes of action: (1) breach of contract; (2) negligence; (3) conversion; (4) bailment; and (5) violation of Cal. Bus. & Prof. Code § 17200.	<p>Secured dismissal with prejudice of a government contractor that delivers the personal vehicles of United States military personnel to and from various domestic and international locations with a motion to dismiss raising a standing challenge. 2015 U.S. Dist. LEXIS 189888 (C.D. Cal. June 5, 2015).</p> <p>Featured in the Daily Journal "Verdicts & Settlements." section.</p>

Food Labeling

Case Name	Court	Description	Result
<i>Roseman v. BGASC, LLC, Golden State Mint, Inc. et al</i>	USDC-Central District of California Case No. 5:15-cv-01100-VAP-SP	Plaintiff purchased a silver round from Golden State Mint. Plaintiff's only claim is that GSM violated the Hobby Protection Act, 15 U.S.C. § 2101. Plaintiff's theory was that the silver round should have been marked with the term "copy" because he alleged the round was a "numismatic item." Plaintiff's only claim is that GSM violated the Hobby Protection Act.	The case settled on a favorable class basis and approved on 8/26/2016.
<i>Patterson v. RW Direct, Inc.</i>	Northern District of California, No. 18-cv-00055-VC	Plaintiff alleged that advertising claims regarding the maximum possible performance of an electric lawnmower purchased on Amazon. The claims were for false advertising and nondisclosure (UCL/CLRA and breach of express and implied warranty).	Pending. Drafted three motions to dismiss that were granted in part. 2018 U.S. Dist. LEXIS 198887, at *6 (N.D. Cal. Nov. 21, 2018), 2019 U.S. Dist. LEXIS 100765 (N.D. Cal., June 11, 2019).

Automotive Class Actions

Case Name	Court	Description	Result
<i>Elsayed v. Maserati N. Am., Inc.</i>	USDC-Central District of California Case No. SACV 16-00918-CJC(DFMx)	Case involved a remote keyless entry system in certain vehicles that plaintiffs alleged has dangerous defect that can lead to children being locked inside. The 10 causes of action allege that the [passive entry system's failure to unlock the car in these circumstances breaches express warranties, constitutes negligent design and failure to warn, violates implied warranties and violates the California's Consumers Legal Remedies Act and Unfair Competition law.	The court converted Maserati's motion to dismiss into a motion for summary judgment. The court granted motion for summary judgment: "None of these causes of action survive summary judgment," the court found because the vehicle performed as the automaker said it would in its owner's manual and other written materials. <i>Elsayed v. Maserati N. Am., Inc.</i> , 215 F. Supp. 3d 949 (C.D. Cal. 2016).
<i>Cheng v. BMW of N. Am., LLC</i>	USDC-Central District of California Case No. CV 12-09262 GAF (SHx)	Plaintiff consumer alleged that various BMW 7 Series vehicles had a "roll away" defect that caused a safety issue. Plaintiff made UCL, CLRA, fraud, negligent misrepresentation, and breach of the implied and express warranties claims.	The court granted our motion to dismiss and did not grant leave to amend. We made a novel argument that the case is prudentially moot based on a national recall. <i>Cheng v. BMW of N. Am., LLC</i> , 2013 U.S. Dist. LEXIS 107580, 2013 WL 3940815 (C.D. Cal. July 26, 2013)

Automotive Class Actions

Case Name	Court	Description	Result
<i>Barakezyan v BMW NA</i>	9th Circuit 16-56094	Plaintiff claimed that certain BMW vehicles with carbon ceramic brakes make a loud noise that is distracting to the driver and pedestrians and causes a safety issue. Plaintiff alleges the following causes of action: (1) breach of express warranty for each state where purported class members purchased the vehicles; (2) breach of implied warranty for each state where purported class members purchased the vehicles; (3) breach of the Song-Beverly Consumer Warranty Act, Cal. Civ. Code §§ 1790, et seq.; (4) breach of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.; (5) violation of California's Consumer Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, et seq.; (6) violation of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, et seq.; and (7) violations of various states' consumer protection statutes.	<p>The court granted all three of defendant's motions to dismiss and on the final motion dismissed with prejudice. 2016 U.S. Dist. LEXIS 68839 (C.D. Cal., Apr. 7, 2016)</p> <p>The Ninth Circuit reversed. 715 F. App'x 762 (9th Cir. 2018). The case then settled very favorably on an individual basis.</p> <p>Drafted all motions and appellate brief in opposition.</p>
<i>Reniger v. Hyundai Motor Am. et al.</i>	USDC-Northern District of California Case No. 4:14-cv-03612-CW	Plaintiff alleges that certain Santa Fe vehicles may experience a momentary reduction in engine power and stall. Plaintiff alleges Unfair Competition Law (Cal Bus. & Prof. C. § 17200 et seq.) ("UCL"), Consumer Legal Remedies Act ("CLRA") (Cal. Civ. Code § 1750 et seq.), Fraud, False Advertising Law (Cal. Bus. & Prof. C. § 17500 et seq.) ("FAL"), breach of implied warranty, Song—Beverly Consumer Warranty Act (Civ. Code § 1790 et seq.) ("Song-Beverly"), and Mag.-Moss warranty claims.	<p>The court granted defendant's motion to dismiss in part and denied it in part. <i>Reniger v. Hyundai Motor Am.</i>, 122 F. Supp. 3d 888 (N.D. Cal. 2015).</p> <p>The case was approved for a class action settlement on 3/28/17.</p> <p>Drafted motion to dismiss and motion to strike class allegations.</p>

Automotive Class Actions

Case Name	Court	Description	Result
<i>Resnick v. Hyundai Motor Am., Inc.</i>	USDC-Central District of California Case No. CV 16-00593-BRO (PJWx)	Plaintiffs claimed Hyundai sold cars with defective paint that begins peeling and flaking after too short a time. Plaintiffs alleged numerous causes of action including (1) breach of express warranty; (2) negligent misrepresentation; (3) fraudulent concealment; (4) violation of the Song-Beverly Consumer Warranty Act; (5) violation of California's Unfair Competition Law; (6) violation of California's False Advertising Law; (7) violation of the California Consumer Legal Remedies Act and the consumer laws of other states.	After three motions to dismiss, the court dismissed the case with prejudice. <i>Resnick v. Hyundai Motor Am., Inc.</i> , No. CV 16-00593-BRO (PJWx), 2017 U.S. Dist. LEXIS 139179 (C.D. Cal. Aug. 21, 2017).
<i>In re: Takata Airbag Prod. Liab. Litigation</i>	Case No. 1:15-md-02599-FAM (MDL 2599), United States District Court for the Southern District of Florida	This was the largest product recall and MDL in U.S. history. This MDL consisted of approximately 100 economic loss class actions and a number of individual personal injury cases against Takata and various automotive companies, including BMW NA, which have been consolidated in the Southern District of Florida by the Judicial Panel on Multidistrict Litigation. The actions arise from revelations that Takata airbags installed in numerous manufacturers' vehicles may be defective. Plaintiffs are pursuing claims under a host of statutory and common-law theories, predominantly for statutory consumer fraud and common-law fraud. The operative complaints seek compensatory damages, injunctive/declaratory relief, enhanced damages and attorneys' fees, interest, costs, and expenses.	The case settled on a class basis with respect to BMW NA. Drafted motion to dismiss and opposition to motion for demand for documents from foreign entity BMW AG.

Automotive Class Actions

Case Name	Court	Description	Result
<i>Azoulai v. BMW of North America LLC</i>	USDC-Northern District of California Case No. 16-cv-00589-BLF	Plaintiffs accused BMW of failing to disclose the fact that its soft-close door feature didn't include finger-detecting sensors. The feature is an optional add-on that costs between \$500 and \$1,000 and automatically pulls the door firmly closed when it's within 6 millimeters of being shut. Plaintiffs claimed BMW breached express and implied warranties and violated the CLRA and UCL.	The court granted our motions to dismiss and dismissed with prejudice on 4/13/17. The court accepted the novel argument that it is not misleading under state law to fail to disclose a safety feature that was never promised. <i>Azoulai v. BMW of N. Am. LLC</i> , No. 16-cv-00589-BLF, 2017 U.S. Dist. LEXIS 57121 (N.D. Cal. Apr. 13, 2017). Drafted both motions to dismiss.
<i>Tsoar v BMW</i>	USDC-Central District of California Case No. 2:16-cv-03386-BRO-SSx	Plaintiffs claimed BMW's i3 line of electric cars can unexpectedly drop to dangerously low speeds due to a design defect in a gas-engine feature meant to extend the cars' mileage and that BMW failed to disclose this fact. Plaintiff's made numerous consumer and warranty claims under California and other state's laws.	The court granted in part and denied in part our motion to dismiss. Pending.
<i>Borkman v BMW</i>	USDC Central District of California 2:16-cv-2225-FMO (MRWx)	Plaintiff's claim BMW knew and should have disclosed that its 2009-2014 Mini Coopers were made with engine lubrication systems that are prone to cause turbocharged N18 engines to crack or prematurely deteriorate. BMW hid the defect from vehicle purchasers in violation of the California consumer protection and state and federal warranty laws.	The court granted our first motion to dismiss. 2016 U.S. Dist. LEXIS 189452 (C.D. Cal. Oct. 4, 2016) but denied on our second motion to dismiss on 8/28/17. Plaintiff was persuaded to dismiss the case in Sept. '17.

Automotive Class Actions

Case Name	Court	Description	Result
<i>Case v. Honda</i>	Los Angeles Superior Court case no. CCW BC424169	Plaintiffs' defect claims allege that Honda failed to disclose the existence of a known safety design defect. They claimed the design of the clutch of the automatic transmission system in Class Vehicles makes it susceptible to overheating under normal driving conditions, causing premature transmission failure and violent and dangerous downshifts at fast, freeway speeds. Plaintiffs' "secret warranty" claim alleges that Honda implemented a policy to provide out-of-warranty coverage for transmission repair costs without disclosing this extended warranty to consumers, in violation of the Secret Warranty Law. They alleged the following causes of action: (1) violation of the Consumers Legal Remedies Act ("CLRA"), Civ. Code § 1750 et seq.; (2) violation of the fraudulent and unfair prongs of the Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200 et seq.; (3) violation of the False Advertising Law ("FAL"), Bus. & Prof. Code § 17500 et seq., and (4) unjust enrichment.	On 10/28/16, the court denied class certification on the defect and secrecy warranty claims. Appeal pending.
<i>Draeger v BMW of North America, LLC</i> <i>Baisch v. BMW of North America, LLC</i>	USDC central District of California Case Numbers 2:15-cv-09204-AB-MRW, 2:15-cv-09194	Plaintiffs claimed various BMW and MINI vehicles with keyless fob ignition systems are defective because they lack an auto-off function that automatically disables a running engine when the driver leaves the vehicle with the keyless fob and fails to turn off the engine by pressing the "start/stop" ignition button. The complaint alleged nine causes of action for (1) violation of the CLRA, (2) violation of the UCL, (3) fraud, (4) violation of California's False Advertising Law (Cal. Bus. & Prof. Code 17500) ("FAL"), (5) unjust enrichment (Ca. law), (6) violation of Unfair Trade Practices & Consumer Protection Law (Pa. Stat. Ann. 201-1 et seq.), (7) breach of implied warranty (13 Pa. Stat. Ann. 2314), (8) fraudulent concealment (Pa. law), and (9) unjust enrichment (Pa. law).	Plaintiff's voluntarily dismissed case against BMW on 4/15/2016. The case eventually led to a landmark ruling in automotive cases that the failure to disclose the lack of a safety feature never promised does not violate consumer protection or warranty law or constitutes fraud. <i>Lassen v. Nissan N. Am., Inc.</i> , 211 F. Supp. 3d 1267 (C.D. Cal. 2016).

Automotive Class Actions

Case Name	Court	Description	Result
<p><i>Fullwood v BMW</i></p> <p><i>Marina v. BMW</i></p>	<p>Los Angeles Superior Court case no. BC601951</p> <p>LASC Central BC609532</p>	<p>Plaintiff filed this putative single-state class action claiming that BMW 3-Series vehicles with BMW Double Spoke (Style 313) light alloy wheels are defective. Plaintiff contends the alloy wheels on these vehicles contain an undisclosed defect which causes them to crack or makes them more prone to cracking. The complaint asserts five causes of action for (1) violation of the Magnusson-Moss Warranty Act, (2) breach of express and implied warranties in violation of the Song-Beverly Consumer Warranty Act, and (3) violation of the UCL.</p>	<p>Pending.</p>
<p><i>Herremans, Trish v. BMW</i></p>	<p>USDC-central District of California Case No. CV-14-2363-MMM</p>	<p>Plaintiff alleges that the mechanical water pump in certain BMW and MINI vehicles is defective and may fail prematurely. The complaint asserts three causes of action for (1) violation of the CLRA, (2) violation of the UCL, and (3) for fraud.</p>	<p>The court granted our initial motion to dismiss. 2014 U.S. Dist. LEXIS 145957, at *63 (C.D. Cal. Oct. 3, 2014). On February 19, 2015, the court granted our second motion to dismiss with leave to amend. On November 28, 2016, the case was finally approved for a nationwide class settlement.</p> <p>Drafted motions to dismiss.</p>
<p><i>Jekowsky v. BMW of North America, LLC</i></p>	<p>USDC-Northern District of California Case Number CV-13-2158-VC</p>	<p>Plaintiff contends the alloy wheels on certain vehicles contain an undisclosed defect which causes them to crack or makes them more prone to cracking. The complaint asserts five causes of action for (1) declaratory relief, (2) violation of the Magnusson-Moss Warranty Act, (3) breach of express and implied warranties in violation of the Song-Beverly Consumer Warranty Act, (5) violation of the Consumers' Legal Remedies Act (Cal. Civ. Code 1750 et seq.) ("CLRA"), and (5) violation of the California's Unfair Competition Law (Cal. Bus. & Prof. Code 17200 et seq.) ("UCL").</p>	<p>The court denied in part and granted in part BMW's motion to dismiss. 2013 U.S. Dist. LEXIS 175374, at *17 (N.D. Cal. Dec. 13, 2013). Class action settlement approved on 11/10/16.</p> <p>Drafted motion to dismiss.</p>

Automotive Class Actions

Case Name	Court	Description	Result
<p>"N63 Engine" Defect Cases</p> <p><i>Crockett v. BMW of North America, LLC</i>, Case No. 15-cv-9266, United States District court for the District of Kansas.</p> <p><i>Kelley v. BMW of North America, LLC</i>, Case No. 2:15-cv-09721-PA-RAO, United States District Court for the Central District of California.</p> <p><i>LeSieur v. BMW of North America, LLC</i>, Case No. 3:15-cv-06143-EDL, United States District Court for the Northern District of California.</p>	<p>USDC New Jersey 2:15-cv-09721-PA-RAO</p>	<p>These are putative class actions claiming BMW's eight-cylinder N63 engine suffers from a common defect leading to excessive oil consumption and battery usage.</p> <p>Plaintiffs assert that the N63 engine is defective due to excessive oil consumption and battery usage. Plaintiff asserts claims for (1) violation of the UCL, (2) violation of the FAL, (3) violation of the CLRA, and (4) breach of express and implied warranty under the Magnusson-Moss Warranty Act and Song-Beverly Act.</p>	<p>Plaintiffs voluntarily consolidated their cases in the District of New Jersey. The case settled on a class basis.</p>
<p><i>Kojikian v Honda</i></p>	<p>Los Angeles Superior Court case no. BC606392</p>	<p>Plaintiffs claimed that certain Honda vehicles have a defective engine causing the vehicle to consume excessive oil.</p>	<p>On 2/16/17, the court granted our demurrer and dismissed non-California warranty claims without leave to amend, and struck nationwide class allegations per motion to strike.</p> <p>Pending.</p>

Automotive Class Actions

Case Name	Court	Description	Result
<i>McCullers v BMW</i>	USDC No. Dist. Atlanta Div. 1:16-cv-00767	<p>BMW NA is liable because he paid out-of-pocket for vehicle repairs long after the express warranty on his used vehicle had expired. Plaintiff asserts issues related to engine part failures, fouling of spark plugs due to engine flooding and replacement of water pump and thermostat.</p> <p>Plaintiff asserts ten claims, on behalf of a putative Georgia class, for violations of the Magnuson-Moss Warranty Act for breach of express and implied warranty (Counts 1 and 2), breach of express warranty (Count 3), breach of implied warranty of merchantability (Count 4), breach of implied covenant of good faith and fair dealing (Count 5), common law fraud (Count 6), fraudulent concealment (Count 7), negligent misrepresentation (Count 8), violation of O.C.G.A. § 10-1-372 for deceptive trade practices (Count 9), and violation of O.C.G.A. § 10-1-390 (Count 10).</p>	We filed a motion to compel arbitration on an individual basis. Case voluntarily dismissed by plaintiff on 5/4/2016.
<i>Myers v BMW</i>	USDC-Northern District of California Case Number 3:16-cv-000412-WHO	Plaintiff alleged the comfort access system of certain BMW X5 models is defective because it can cause the vehicles to spontaneously lock when the key remote is inside the vehicle. Plaintiff asserts that this is contrary to BMW's representations in its owners' manual that "To lock the vehicle, the remote control must be located outside of the vehicle." Plaintiff alleged four causes of action: (1) violations of California Business and Professions Code § 17200 ("UCL"), (2) Fraud by Omission, (3) Breach of Implied Warranty, and (4) violations of the Consumer Legal Remedies Act ("CLRA").	<p>The court granted our initial motion to dismiss the entire complaint. 2016 U.S. Dist. LEXIS 140768, at *23 (N.D. Cal. Oct. 11, 2016). The court granted our second motion to dismiss the fraud claim with prejudice. 2016 U.S. Dist. LEXIS 175221, at *13 (N.D. Cal. Dec. 19, 2016)</p> <p>Class action settlement approved 2018.</p> <p>Drafted motions to dismiss.</p>

Automotive Class Actions

Case Name	Court	Description	Result
<i>Reniger v. Hyundai</i>	USDC-Northern District of California Case Number 3:14-cv03612-CW	Plaintiffs allege that model year 2010-2012 Santa Fes have a safety defect that causes the vehicle to totally lose power (or "stall"), creating a potentially dangerous situation in which it is difficult to control the vehicle. Plaintiffs contend that Defendants had knowledge of this alleged defect through a variety of sources and should have been disclosed. Plaintiff alleges multiple claims, including violation of California and New York consumer, false advertising, and implied warranty laws; breach of the Magnuson-Moss Warranty Act ("Mag.-Moss"), 15 U.S.C. § 2301; and common law fraud.	The court granted in part and denied in part our initial motion to dismiss, which included briefing on unique standing issues with multiple proposed representative plaintiffs in a putative class action. 122 F. Supp. 3d 888, 908-09 (N.D. Cal. 2015). The case settled on a class basis. 2017 U.S. Dist. LEXIS 46003 (N.D. Cal. Mar. 28, 2017). Drafted motions to dismiss and motion to strike.
<i>Eisley v. Hyundai</i>	San Diego Superior Court case no. 37-2013-00069445-CU-BC-CTL	Plaintiffs alleged their Santa Fe vehicle had a defect that HMA failed to disclose; the vehicle shuts down without notice while in motion, with sudden loss of power and failure to accelerate; despite multiple attempts, Hyundai has been unable to repair the defect; and Hyundai knew and concealed that the subject vehicles were prone to sudden loss of power and has failed to disclose the defect. The complaint alleges the following counts: Lemon Law; Song-Beverly Consumer Warranty Act; common counts, assumpsit, and declaratory relief; B&P Code 17200-Unfair Competition ("UCL"); Consumer Legal Remedies Act, and Song-Beverly Breach of Implied Warranty.	On 11/25/2015, the case settled on an individual basis after being litigated as a class action. Drafted motion to strike and demurrers in unique lemon law class action case raising issues of first impression on whether a lemon law class action can exist under California law.

Automotive Class Actions

Case Name	Court	Description	Result
<i>Bae v. BMW NA, Irvine Eurocars dba Irvine BMW et al</i>	Orange County Superior Court case no. 30-2013-00647057-CU-CO-CXC	Plaintiff filed a class action against a BMW dealer because the sales contract indicated the vehicle was being sold as "new," and where the manufacturer's warranty accompanying the vehicle started before the date of sale of the vehicle to the class member. Plaintiff alleged that a dealership sold her a "loaner" vehicle (previously registered to the dealership) and misrepresented that it was "new" on the retail installment sales contract. The claimed injury was in the misrepresentation of the vehicle's "new" status, and in the fact that the subject vehicles' warranty periods were triggered upon their registration as "loaner" vehicles. Thus, plaintiff claimed that consumers who purchased "loaner" vehicles thinking they were "new" were deprived of the protections otherwise available under the vehicles' full warranty period. The complaint sought to impose liability on BMW NA and BMW Bank on a derivative liability theory.	<p>In Oct. 2013, the court sustained the demurrers of BMW NA with prejudice and entered judgment in their favor. We successfully argued there is no agency liability under the UCL between dealerships and automakers. On Jan.16, 2014, plaintiff filed an appeal of the trial court's order. On August 19, 2015, the California Court of Appeal issued a decision that dismissed Bae's appeal as moot. The court concluded that Bae's appeal was moot because she had released her claims as a class member in a class action settlement a federal district court in New Jersey approved while her appeal was pending, and that involved the same conduct alleged in this action.</p> <p>Drafted demurrers and motion to dismiss appeal for lack of jurisdiction.</p>
<i>Floyd v. Am. Honda Motor Co.</i>	Central District of California, No. 2:17-cv-08744-SVW-AS	Plaintiff alleged a rollaway issue relating to the parking brake in Honda Civics. Making consumer-protection and warranty claims.	<p>The court dismissed the case with prejudice for lack of jurisdiction under Magnuson-Moss Act.2018 U.S. Dist. LEXIS 132750, at *4 (C.D. Cal. June 13, 2018).</p> <p>Plaintiff appealed/pending.</p> <p>Drafted 9th Cir. Brief in response to opening brief.</p>

Automotive Class Actions

Case Name	Court	Description	Result
<i>YUAN v. BHP dba Beverly Hills Porsche</i>	Los Angeles Superior Court Complex Division, case no. BC519901	Plaintiff alleged consumer fraud class claims on the theory that his vehicle, which was designated as a "demonstrator" vehicle, was falsely sold as a new car.	<p>We won summary judgment. The court found the vehicle was never subject to a retail sale or registered with the California Department of Motor Vehicles as a "new" vehicle as a matter of law when it was sold to Plaintiff. Because it may be sold as a new vehicle, there was no misrepresentation to Plaintiff when the vehicle was sold to him as a new car.</p> <p>Court Judgment in favor of defendants granted 11/13/14.</p>

Data Breach Class Actions

Case Name	Court	Description	Result
<i>Varela v. Lamps Plus</i>	9th Cir. No. 16-56085, USDC-Central District of California case no. CV 16-577-DMG (KSx)	Lamps Plus was the victim of a phishing attack wherein an HR employee was tricked into sending the W-2 tax forms for all 2015 employees to a criminal attacker. The criminal spoofed the president of the company's email. Plaintiff employee claimed he had a false tax return filed and had to conduct remediation by buying credit monitoring services and taking other measures. Plaintiff made the following claims: (1) negligence, (2) breach of implied contract, (3) violation of the California Consumer Records Act (Cal. Civ. Code §§ 1798.81.5, 1798.82), (4) violation of the California Unfair Competition Law ("UCL") (Cal. Bus. & Prof. Code § 17200 et seq.), (5) invasion of privacy, and (6) negligent violation of the Credit Reporting Act.	<p>The district court granted motion to compel arbitration but ordered arbitration on a class basis. 2016 U.S. Dist. LEXIS 189521 (C.D. Cal. July 7, 2016). We appealed, but the Ninth Circuit affirmed with a split decision. 701 F. App'x 670 (9th Cir. 2017)</p> <p>We petitioned the U.S.</p> <p>Supreme Court and the court granted certiorari. The court reversed, and agreed with Lamps Plus's position that arbitration could only proceed on an individual basis. 139 S. Ct. 1407 (2019)</p> <p>Drafted motion to compel individual arbitration and motion to dismiss, motion for stay in the district court and Ninth Circuit, and appellate briefs in Ninth Circuit. Argued Ninth Circuit oral argument and drafted U.S. Supreme Court briefs along with team.</p>

Data Breach Class Actions

Case Name	Court	Description	Result
<i>Lewert v P.F. Chang's China Bistro, Inc.,</i>	USDC/Northern District of Illinois Eastern Div. Case no. 1:14-cv-04787 c/w 14-cv-04923-	Privacy Case – Data Breach – alleged disclosure of credit and debit card information.	Motion to dismiss granted in 2014. Reversed on appeal and remanded to the district court. Settled on favorable terms due to argument that consumers data not breached.
<i>Lovell v P.F. Chang's China Bistro, Inc.</i>	USDC / Western District of Washington – Seattle Division Case no. 2:14-cv-01152	Privacy Case – Data Breach – alleged disclosure of credit and debit card information.	Motion to dismiss granted March 27, 2015.
<i>Foster v Essex Property Trust, Inc.</i>	USDC / Northern District of California, Case no. 5:14-cv-05531-EJD	Privacy Case – Data Breach – alleged theft of personal information. Court granted Federal Rule of Civil Procedure 12(b)(1) motion to dismiss that made a factual challenge to plaintiff's standing to sue under Article III of the U.S. Constitution in a data breach class action alleging claims for negligence and violations of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200; Consumers Legal Remedies Act, Cal. Civ. Code § 1750; and Customer Records Act, Cal. Civ. Code § 1798.80. Demonstrated that the claimed stolen credit card information from a data breach was never collected and that plaintiff's personal information was never stored on the breached internal-computer system. The court ruled plaintiffs' allegation that cybercriminals obtained plaintiffs' personal information through the breach was "factually impossible" and dismissed with prejudice.	Case dismissed at pleading stage. 2017 U.S. Dist. LEXIS 8373, 2017 WL 264390 (N.D. Cal. Jan. 20, 2017).
<i>Veridian Credit Union v. Eddie Bauer LLC</i>	Western District of Washington Case no. 2:17-cv-00356	Plaintiff alleged in a class action that a retailer had lax security measures that contributed to a January 2016 data breach that saw more than 1 million Veridian customer accounts compromised.	Class settlement preliminarily approved June 12, 2019

Disclosure of Confidential Medical Information Class Actions			
Case Name	Court	Description	Result
<i>Springer et al v Stanford, et al.</i>	Los Angeles Superior Court case no. BC470522	Privacy Case-Alleged unlawful disclosure of confidential medical information in violation of Cal. Civil Code 56 et seq.	Class action settlement approved 3/28/14.
<i>Santana v. Rady Children's Hospital</i>	San Diego Superior Court, Case no. 37-2014-00022411 c/w 37-2014-00022652	Alleged unlawful disclosure of confidential medical information in violation of Cal. Civil Code 56 et seq. where medical information was accidentally sent to job applicants.	Class Action settlement approved 2019.
Privacy Class Actions			
Case Name	Court	Description	Result
<i>Bustillos v. Oxnard Auto Exchange,</i>	Ventura County Superior Court, case no. 56-2013-00436494-CU-BT-VTA	A putative class action alleging used car company installed tracking devices that illegally monitored vehicle movements without appropriate disclosure in violation of California law.	We defeated a motion for class certification and the matter resolved on an individual settlement.
Call Recording Cases			
Case Name	Court	Description	Result
<i>Anderson v. PODS of Los Angeles et al</i>	U.S.D.C. Central District of California case no. CV-13-4893 DSF (JCx)	Privacy Case-alleged unlawful recording of consumer's telephone calls in violation of Cal. Penal Code 632 et seq.	Dismissed for lack of subject matter jurisdiction 11/13/13.
<i>Cohen v Charter Communications, Inc. et al.</i>	Los Angeles Superior Court case no. BC489061	Privacy Case-Alleged unlawful recording of consumer's telephone calls in violation of Cal. Penal Code 632 et seq.	Plaintiff abandoned class claims and case settled on an individual basis.
<i>Roman v BRE, et al.</i>	U.S.D.C. Central District of California, case no. CV-11-03103	Privacy Case-Alleged unlawful recording of consumer's telephone calls in violation of Cal. Penal Code 632 et seq.	Settled claims of named plaintiff only on an individual basis. Class claims abandoned.
Biometric Privacy			
Case Name	Court	Description	Result
<i>Komorski v. OHM Concession Group, LLC</i>	Circuit Court of Cook County, Illinois case no. 2017-CH-12838	Plaintiff is a former employee of a restaurant who claimed the restaurant violated the procedural requirements of the Biometric Information Privacy Act, 740 ILCS 14/1 et seq. She allegedly used a fingerprint reader for timekeeping purposes at work.	Settled named plaintiff only on July 2019.

Professional Services Class Actions

Case Name	Court	Description	Result
<i>Jackson v. Siringoringo Law Firm</i>	Orange County Superior Court case no. 30-2012-00583614-CU-BT-CXC	Plaintiffs sued based because of an alleged unlawful loan modification scheme. Plaintiffs' claims for violation of (1) California Business and Professions Code section 17500 ("FAL"); (2) Business and Professions Code section 17200 (Second Cause of Action) ("UCL"); and the California Mortgage Foreclosure Consultants Act.	compel arbitration on an individual basis. Plaintiff's filed a writ and the Court of Appeal issued an order to show cause. The trial court reversed the order and we then appealed the denial of the motion to compel arbitration. The case settled on an individual basis on 2/25/14 while our appeal was pending. Drafted demurrer and motion to compel arbitration.
<i>William vs. Kisling, Netico & Redick LLC</i>	Court Of Common Pleas Summit County, Ohio, Case No. CV-2016-09-3928	Plaintiffs are former plaintiffs of a personal injury law firm who are suing the law firm for charging too much in expenses out of their personal injury settlements. The defendants are the firm, a doctor and a chiropractor. The claims related to a "price gouging" scheme and are for fraud, unjust enrichment, and breach of contract.	Drafted Defendant Sam Ghoubril, M.D.'s Opposition to Plaintiffs' Motion for Class. Certification on 6/17/2019.

Securities Class Actions

Case Name	Court	Description	Result
<i>Brown v China Integrated Energy, et al.</i>	U.S.D.C.-Central District of California case no. CV 11-02559 BRO (PLAx)	Securities litigation	Court granted approval of class action settlement in 2015.

Insurance Litigation Class Actions

Case Name	Court	Description	Result
<i>Foster v Automobile Club of Southern California, et al</i>	Los Angeles Superior Court case no. BC 560910	Insurance litigation alleging breach of contract, unfair business practices for alleged illegal policy provisions and related practices and unfair business practices for alleged violation of Insurance Code § 790.03. Challenged the insurer's right to decide whether to repair a vehicle or declare it a total loss and the policy provision excluding coverage for diminution in value following an accident.	Demurrer to Third Amended Complaint sustained without leave to amend August 31, 2016.

Insurance Litigation Class Actions			
Case Name	Court	Description	Result
<i>Reed v National General Insurance Company et al</i>	Los Angeles Superior Court case no. BC594914	Insurance litigation alleging violation of Bus. & Prof. Code § 17200 et seq. challenging the right to pay a reduced percentage of collision repair expense where the insured elects to have the vehicle repaired at a shop not participating in the insurer's Direct Repair Program.	Demurrer sustained to Second Amended Complaint without leave to amend May 31, 2016.
Skilled Nursing Case Class Actions			
Case Name	Court	Description	Result
<i>Chandler et al v Long Beach Convalescent Center et al.</i>	Los Angeles Superior Court case no. BC403866	Skilled nursing care – alleged failure to provide sufficient skilled nursing care staff for in-patient residents.	Class action settlement approval granted.
Employment Litigation Class Actions			
Case Name	Court	Description	Result
<i>Woodworth v Loma Linda University Medical Center</i>	San Bernardino Superior Court case no. CIVDS 1408640	Third Amended Complaint alleges violation of Bus. & Prof. Code § 17200 et seq., failure to pay all wages (Labor Code §§ 204, 206, 218, 510, 511, 1194 and 1198); violation of Labor Code §§200 et seq., failure to provide meal breaks (Labor Code §§ 226.7 and 512); inaccurate wage statements (Labor Code § 226), failure to provide rest periods (Labor Code §§ 226.7 and 512), unpaid wages due to illegal rounding (Labor Code §§204, 218, 510, 1194, 1194.2, 1197, 1198), and penalties under PAGA (Labor Code § 2698 et seq.) Case also involves issues related to alternative workweek schedules for nurses and other hourly employees.	<p>Drafted motion for judgment on the pleadings, motion to compel written discovery responses. Significant work on class action discovery and ESI disputes.</p> <p>Drafted opposition to motion for class certification and defeated certification in March 2019.</p> <p>Drafted motions for summary adjudication on meal periods, rounding, wage statements, alternative workweek schedules, overtime, rounding, PAGA, waiting time penalties, and prevailed in May 2019.</p> <p>Pending on appeal after winning in Superior Court.</p>

Employment Litigation Class Actions

Case Name	Court	Description	Result
<i>Talavera et al v QTS, Inc. et al</i>	Los Angeles Superior Court case no. BC 501571	Alleged misclassification of truck drivers - Third Amended Class Action Complaint alleges failure to pay minimum wages, unlawful deductions from pay, failure to reimburse business expenses of employees, willful misclassification (PAGA), failure to provide meal and rest periods, failure to provide accurate wage statements, waiting time penalties, unfair competition, retaliation and civil penalties under the Private Attorney General Act of 2004 (PAGA).	Settled on a class basis.
<i>Zaklit et al. v. Global Linguist Solutions LLC</i>	Central District of California, Zaklit et al. v. Global Linguist Solutions LLC, case no. 2:13-cv-08654-MMM-MAN	This was a proposed class action accusing U.S. Army contractor Global Linguist Solutions LLC of forcing translators to endure squalid living conditions and substandard medical care after their passports were confiscated while working in Kuwait.	Moved successfully to transfer case to the Eastern District of Virginia.

Consumer-Protection Class Actions

Case Name	Court	Description	Result
<i>Tran v. Catalina Express</i>	Central District of California case no. 2:15-cv-03289	Plaintiff alleged willful noncompliance and negligent noncompliance of the Fair and Accurate Credit Transactions Act of 2003, specifically 15 U.S.C. § 1681c(g)(1) because a merchant allegedly failed to redact the expiration date on a credit card receipt for a boat trip plaintiff purchased.	We filed a motion to dismiss, but the parties began settlement negotiations before the motion was decided. Class action settlement was approved on 08/08/16. Drafted motion to dismiss.
<i>Meyer v. Nat'l Tenant Network, Inc.</i>	USDC-Central District of California case no. C-13-03187 JSC	In this Fair Credit Reporting Act ("FCRA") case, Plaintiffs Harold and Phyllis Meyer brought suit against Defendant National Tenant Network, Inc. following the alleged revelation of an inaccurate consumer report that informed Plaintiffs' prospective employer and landlord that Plaintiff was a violent sex offender. Plaintiffs alleged three claims for 1) violation of FCRA § 1681e(c); 2) violation of FCRA § 1681g(a); and 3) violation of FCRA § 1681k(a); 4	The court granted in part and denied in part our motion to dismiss. 10 F. Supp. 3d 1096 (N.D. Cal. 2014). Afterwards, the court dismissed plaintiffs' newly added claim under Section 1785.18(a) of the California Consumer Credit Reporting Agencies Act. 2014 U.S. Dist. LEXIS 94669 (N.D. Cal. July 10, 2014). Plaintiff dismissed the case on 10/24/14. Drafted motions to dismiss.

Consumer-Protection Class Actions			
Case Name	Court	Description	Result
<i>Nguyen v. Mitchell Gold Co.</i>	Orange County Superior Court, Complex Division, Case no. 30-2018-00966249-CU-BT-CXC	Plaintiff alleged a single class claim under the Song-Beverly Credit Card Act (Cal. Civil Code § 1747.08) against a furniture company alleging that it was a statutory violation to ask for contact information for take-home purchases.	Settled early on a class basis in 08/15/19.
<i>LaVigne v. First Community Bancshares, et al</i>	Tenth Circuit Court of Appeals, 18-706	This is a putative class action for relief under the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227. Plaintiff alleges that Defendant First Community Bancshares, Inc. violated the TCPA by placing telephone calls to her cellular telephone for nonemergency purposes, without her consent, using an "automatic telephone dialing system." The district court certified the case. No. 1:15-cv-00934-WJ/LF, 2018 U.S. Dist. LEXIS 94055 (D.N.M. June 5, 2018)	Drafted Petition for Permission to Appeal under Rule 23(f) (June 19, 2018).
ADA Class Actions			
Case Name	Court	Description	Result
<i>Phillips v P.F. Chang's China Bistro, Inc.</i>	USDC/ Northern District Case no. 5:15-cv-00344	Plaintiff alleges that P.F. Chang's discriminated against her, and other guests with celiac disease or a gluten allergy or intolerance, by charging \$1.00 more for some gluten-free menu items than for comparable non-gluten-free menu items. Plaintiff alleged that charging an additional \$1.00 for items on the gluten-free menu constitutes discrimination under California's Unruh Civil Rights Act (Cal. Civ. Code § 51 et seq.) ("Unruh Act") and the Disabled Persons Act (Cal. Civ. Code § 54 et seq.) ("DPA"). Plaintiff further alleges violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.)("UCL") and makes a claim for "restitution based on quasi-contract/unjust enrichment." This was the first case alleging discrimination related to a gluten-free menu.	The court granted our initial motion to dismiss. 2015 U.S. Dist. LEXIS 103481, at *27 (N.D. Cal. Aug. 6, 2015). The court denied the second motion to dismiss. 2015 U.S. Dist. LEXIS 159474, at *22-23 (N.D. Cal. Nov. 23, 2015). After initial discovery Plaintiff was persuaded to move to voluntarily dismiss the action on April 27, 2016 with prejudice. 2016 U.S. Dist. LEXIS 73496 (N.D. Cal. June 6, 2016). This was not a settlement. Plaintiff received no consideration for the dismissal. Drafted motions to dismiss.
<i>Burgess et al v. Otto Bock Healthcare et al</i>	Northern District of California, case no. 5:14-cv-00302-EJD	Defended manufacturer of prosthetic limbs in an action alleging conspiracy to not let disabled person sell used limbs on eBay.	Case dismissed 03/25/2014.

Construction Defect/ Construction-Related Class Actions

Case Name	Court	Description	Result
<i>Clark v Bostik, Inc.</i>	Southern District of California, case no. 15-cv-2670 JM (JLB)	Plaintiff filed a class action alleged damage to their single-family homes in the form of cracked floor tiles, caused by the defective DURABOND® D-70™ Premium Flexible Polymer Modified Thin-Set Proven Adhesion and Crack Suppression Mortar (hereinafter “D-70” or “Defective Product”) manufactured by defendant Bostik, Inc. supplied by defendant David C. Greenbaum Co., Inc.	Motion to dismiss as to the distributor granted. Case dismissed 1/9/17.
<i>Houze v BrassCraft, EZ Flo</i>	Los Angeles Superior Court Complex Division, No. BC493276	Class action alleging a violation of the “Right of Repair Act,” Civil Code section 895 et seq., Plaintiff alleged BrassCraft and EZ-Flo’s “yellow brass” components incorporated into their homes’ plumbing systems are defective because they purportedly leak due to a condition called “dezincification.”	Drafted Demurrer and denying its Motion to Strike Class Action Allegations.
<i>Meyers v. Los Angeles County Metropolitan Transit Authority, et al.</i>	Los Angeles Superior Court Complex Division, No. BC716447	Plaintiff homeowners alleged LA County Metro and general contractors inversely condemned and were negligence in causing damage to their homes for a highly publicized light rail extension project to LAX.	Pending. Drafted demurrer and motion to strike class allegations.
<i>Begley v. Windsor Surry Company d/b/a WindsorOne, and Windsor Willits Company d/b/a/ Windsor Mill</i>	District Of New Hampshire, Case No. 1:17-cv-00317-LM	Plaintiffs alleged that the wood used in WindsorOne Traditional trim boards marketed for exterior use was defective because it would be become damages if used outdoors.	Pending.

Product Liability

Case Name	Court	Description	Result
<i>Skechers Toning Shoes Products Liability Litigation</i>	Los Angeles Superior Court Complex Division, JCCP: 4787 CASE NO. BC516776	Defended a major American footwear company in connection with claims by approximately 740 consumers who claim to have been injured as a result of what they allege are design defects in the footwear, and settled claims on a favorable basis. Won motions for summary adjudication dismissing consumer claims on collateral estoppel grounds against bellwether plaintiffs.	All cases were either dismissed or settled.

Product Liability

Case Name	Court	Description	Result
<i>Magallanes v. Yamaha Motor Corporation, U.S.A.</i>	Los Angeles Superior Court case no. LC 087891	The lawsuit involves a single vehicle motorcycle accident involving a used, modified, 2005 model year Yamaha YZF-R1 motorcycle. Plaintiffs alleged that the 2005 Yamaha YZF-R1 rear-suspension component known as the ARM-1 "link arm" contains unspecified design or manufacturing defects that led the admittedly improperly installed ARM-1 link arm to fracture while riding, causing the accident.	Case settled in 2013.
<i>Piridina v. The BMW Group</i>	Los Angeles Superior Court case no. BC501570	Plaintiff alleged the active head restraint system in her BMW was defective and made claims for strict products liability, negligence, and breach of warranty.	Case settled in 2017.
<i>Jackson v. NISSIN FOODS (U.S.A.) CO., INC., A AND NISSIN FOODS HOLDINGS CO., LTD</i>	Los Angeles Superior Court case no. BC503000	Plaintiff alleged that the Japanese and American entities making Cup Noodles™ were strictly liable for making an instant ramen cup that too easily spilled over. A child's sibling spilled hot ramen broth onto the lap of a child that burned him.	Case settled 2013.
<i>Dennis v. American Honda Motor Co.,</i>	Los Angeles Superior Court case no. BC 470438	Plaintiff claimed that crash guards, if mounted on the subject motorcycle, would have provided a safer alternative design and prevented a motorcycle injury. Yet there is no authoritative support for plaintiff's alternative-design theory.	Prevailed at trial on motion for nonsuit. Drafted MILs.
<i>Culver, Kenneth v Sauer-Danfross</i>	San Diego Superior Court case no. B 37 -20 1 2-00 100 1 35-CU-PL-CT	Plaintiff alleged an amusement ride malfunctioned and began operating/moving without operator input.	Settled 2014. Analysis of issues related to optional safety device doctrine and sophisticated user defense.

Real Estate Fraud/ Litigation

Case Name	Court	Description	Result
<i>BSNN v Korea Campus Crusade for Christ</i>	Los Angeles Superior Court case no. BC63 4409	Plaintiff alleged real estate fraud in connection with the sale of a church. The plaintiff claimed the AC malfunctioned and sued the seller and its employees.	Case dismissed 10/03/17.

Real Estate Fraud/ Litigation

Case Name	Court	Description	Result
<i>Hawkeye Entertainment, LLC v. New Vision Horizon, LLC</i>	Los Angeles Superior Court case no. BC515124; Central District of California, Bankruptcy Court case no. 1:13-bk-16307-MT	Complex real estate issues involving a multi-story historical building, which use to house the Pacific Stock Exchange in downtown Los Angeles. The tenant ran a nightclub in the building. The issues related to landlord-tenant, bankruptcy, joint venture, and whether the operative lease was fraudulent or not.	Settled August 20, 2014.
<i>Masalcas v. Guardian Arms 24659-918</i>	Los Angeles Superior Court Complex division case no BC571867	Plaintiffs alleged in a class action complaint that their apartment building performed repairs on building without providing relocation assistance, and claims for failing to pay interest on security deposits. Plaintiffs alleged claims for Violations of the Rent Stabilization Ordinance, Los Angeles Municipal Code; Violations of Cal. Civil Code § 1950.5; Violations of California’s Unfair Competition Law; Breach of Contract or, alternatively, Promissory Estoppel; Fraud.	Case settled on a favorable class basis in 2018.
<i>Langberg v. Paradise Pines Property Owner’s Association</i>	Butte County Superior Court case no. 157938	Plaintiff alleged “common counts” class action claim against a homeowner’s association.	Drafted opposition to motion for class certification, and plaintiff accepted defeat and took motion off calendar on 3/29/13.
<i>United States Of America, Ex Rel. Denika Terry v. Wasatch Advantage Group, LLC</i>	Eastern District of California – Sacramento Division Case No. 2:15-cv-00799-KJM-DB	Class action alleging an impermissible “side payment” under 24 C.F.R. § 982.451 for regulated affordable housing under Section 8 of the Housing Act of 1937, 42 U.S.C. § 1437f.	Drafted Rule 23(f) Petition on August 13, 2018.

Personal Injury

Case Name	Court	Description	Result
<i>Goldman v Ferguson</i>	LASC Central BC575284	Defended Entertainment Company Lions Gate after employee was injured in auto accident while on the job.	Dismissed 1/30/18.

Warranty Litigation

Case Name	Court	Description	Result
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I have litigated numerous warranty cases raising express/implied warranty issues and fraud in 2018-2019 for BM NA, Maserati, FCA, and auto dealers, handling all aspects of the case. *E.g., Lari v. Maserati North America, Inc.*, LASC no. BC656336 (dismissed Jan. 2019); *Ordaz v. MNA*, LASC no. BC688801 (dismissed Nov. 2018); *Reyter v. MNA, Westlake Coach Company, LLC, dba “Maserati Westlake,” Ally Financial, Inc., et al.*, LASC no BC657778 (dismissed 9/5/18); *Yamini v. MNA* LASC no. BC634427 (Dismissed 7/24/18); *Chobanyan v. MNA*, LASC no. BC649382 (dismissed 6/7/18).