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California Case Law Quarterly



Volume VII, Issue III

Summer 2009

Potential Liability to both Lessor and Lessee for Dangerous and Unsafe Conditions on Commercial Property

By Sabrina Berdux
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Writer

The law is generally less protective of commercial tenants than it is for residential tenants because it assumes that the parties entering into commercial leases are knowledgeable in the risks and assumptions they make. However, under the circumstances of a dangerous or unsafe condition existing on a leased property, the law is not black and white and there are a variety of considerations that both a lessor and lessee should take into account.

The "black letter law" is that proprietors of commercial establishments who know, or through the exercise of reasonable care should know, that a condition on the premises creates an unreasonable risk of harm to patrons or employees, have a duty to exercise ordinary care either to make the condition safe or to provide adequate warning so that other may avoid the risk of harm. (*Bridgman v. Safeway Stores, Inc.* (1960) 53 C2d 443.) But a commercial landowner cannot totally abrogate its landowner responsibilities merely by signing a lease. As the owner of property, a lessor out of possession must exercise due care and must act

reasonably toward the tenant as well as to unknown third persons. At the time the lease is executed and upon renewal a landlord has a right to reenter the property, and must inspect the premises to make the premises reasonably safe from dangerous conditions. Even if the commercial landlord executes a contract which requires the tenant to maintain the property in a certain condition, the landlord is obligated at the time the lease is executed to take reasonable precautions to avoid unnecessary danger.

Even if the lessor delivers and inspects the property in good condition and without dangerous conditions, the lessor can still be liable for harm caused by dangerous conditions under any of the following circumstances: the lessor volunteers or contracts to repair the premises and fails to do so, the lessor knows of an undisclosed danger, the leased premises are open to the public and there is a known dangerous condition, if injuries occur in an

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What Is The Common Carrier's Duties To Passengers?

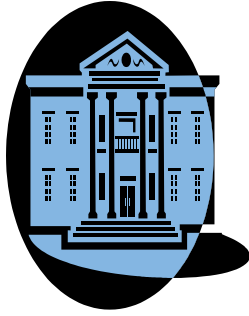
By Jennifer Kung
Associate Attorney/Staff Writer

A common carrier is a carrier of persons for reward (Civ. C. §2100). These include motor coaches, school buses, trains, rapid transit, etc. We limit this discussion to motor coaches, trains, and rapid transit, as school buses and airlines have further requirements not covered here.

A common carrier "must use the utmost care and diligence for [a passenger's] safe passage, must provide everything necessary for the purpose, and must exercise to that end a reasonable degree of skill." (Civ. C. §2100).

Although a common carrier is required to use the utmost precaution and diligence for a passenger's safety, a common carrier is not insurers of the absolute safety of its passengers. *Champagne v. Hamburger & Sons* 169 Cal. 683; *Nicholson v. J.M. Porter* (1931) 118 Cal.App. 555; *Troutman v. Los Angeles Transit* (1947) 82 Cal.App.2d 183. Indeed, Civ. C. §2100 does not deny a "reciprocal obligation on the part of the passengers to use all reasonable care within their power for their own safety or to accord the same 'civility' to the carrier, its agents or employees as is required from them toward passengers." *Dayton v. Yellow Cab*

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**Just because an
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Potential Liability to both Lessor and Lessee for Dangerous and Unsafe Conditions on Commercial Property

(Continued from page 1)

area which remains under the landlord's control, with the landlord makes negligent repairs, or when a safety law is violated. One example of imputing liability to a landlord would be in the case of a lessee placing a guard dog on the property which is in place at the time of a lease renewal. If any injury arises from the lessee's guard dog the landlord may be liable for knowing, or on the basis that he should have known, of the dangerous condition on the property and failing to make the condition safe.

The extent to which the duty is on the lessee to make sure that no dangerous or unsafe conditions exist on the property is subject to various considerations by the terms of art stated in the black letter law. Such duties and terms of art include "reasonable care," "should know," "unreasonable

risk or harm" "ordinary care," and "adequate warning." Whether a lessee knew or should have known about a dangerous condition depends on the facts of the situation. If a store employee mops the store floor, it could cause someone to slip and fall, and arguably, the store owner should know that a dangerous condition exists. It is then the store's duty to exercise ordinary care to make the condition safe or provide adequate warning. An example of ordinary care may be that the grocery store instructs its employees to mop the floor only after closing. An adequate warning might include signage to patrons notifying them that the floor may be wet and slippery.

There is no need to fear the black letter law or terms of art. Just because an accident happens, does not mean that someone has to pay for injuries – there is no

presumption of negligence simply because someone gets hurt. The owner of the property is not an insurer of safety but must use reasonable care to keep his premises in a reasonably safe condition and give warning of latent or concealed peril. A property owner is not liable for injury to an invitee resulting from a danger which was obvious or should have been observed in the exercise of reasonable care. *Edwards v. Cal. Sports* (1988) 206 Cal.App.3d 1284.

An attentive and responsible lessor and lessee can avoid liability with pride of ownership and a bit of common sense. Of course a consultation with a personal injury attorney to assist with implementation of standard operating procedures and inspection procedures, especially where a property is open to the public, would be a great exercise in reasonable care.

What Is The Common Carrier's Duties To Passengers?

(Continued from page 1)
Company (1948) 85 Cal.App.2d 740.

A common carrier, albeit not an insurer of a passenger's safety, can be held responsible for a passenger's injuries predicated upon negligence. *Ford v. Carew & English* (1948) 89 Cal.App.2d 1999.

"If a common carrier voluntarily accepts an ill or disabled person as a passenger and is aware of that person's condition, it must use as much additional care as is reasonably necessary to ensure the passenger's safety." CACI 904. The assistance to be rendered is that assistance required

given the passenger's condition. If the passenger is blind or crippled, then the passenger will require assistance alighting and boarding. Knowing of the illness or disability and accepting them as passengers, the common carrier must render such special attention as may be necessary given the passenger's condition. *McGettigan v. Bay Area Rapid Transit* (1997) 57 Cal.App.4th 1011. The negligence standard, again, is the guide in determining if the actions and/or omissions of the common carrier towards the ill or disabled caused an aggravation of the abnormal condition. *Southern Pacific Company v. Buntin* (1939) 54 Ariz. 180

(Supreme Court of Arizona).

However, if the common carrier was not notified of the passenger's illness or disability, and there is no evidence the common carrier ever knew of the illness or disability, then the common carrier cannot be charged with negligence as the common carrier owes no more care to the abnormal passenger than it would to a normal passenger, "and it is under no duty of making an investigation to determine the condition of the passenger." *Southern Pacific Company v. Buntin*, Id. at 186.

(Continued on page 4)



Official Public Record Exception

By David Crowe
Associate Attorney/Staff
Writer

Plaintiffs often try to use the official public record exception to potentially damaging evidence in at trial and argue any statement, no matter how unreliable, comes in under this exception. This is not the rule. It is not a blanket exception and counsel opposing the introduction of such evidence must analyze each record independently to determine it admissibly. Simply because there is a damaging statement in the public record, doesn't mean it comes into evidence.

Any record whether it be from a City Building, Planning or Inspection Department, a Police or Fire report or any other records or writings made by any other public employees, before the such evidence can be introduced, the party must show the evidence was made within the scope of the official duty of the public employee, contemporaneous subject of the record and trustworthy. If the document sought to be introduced doesn't meet these requirements, it cannot be introduced into evidence.

The rules as to the introduction of any official public records are based on an exception to the hearsay is governed by Evidence Code §1280, which provides if a public record "is made as a record of an act, condition, or event is not made inadmissible; if all of the following applies:

(a) The writing was made by and within the scope of duty of a public employee.

(b) The writing was made at or near the time of the act, condition, or event.

(c) The sources of information and method and time of preparation were such as to indicate its trustworthiness.

Using these criteria every "public record" must be scrutinized by counsel to determine not only its admissibility, but impact on a case. Since "public records" may be weighted more heavily by a jury given their "official" status, the introduction of records that don't meet all three requirements should be vigorously opposed.

The record must be made by the public employee in the scope of his official duties and generated, in the usual and everyday course of the public employees job function and be made at or near the time of the act, condition, or event.

Thus, any records that are not authored by a public employee, for instance a letter sent to the public employee by a third party, would not qualify under this exception to the hearsay rule. Similarly, if public employee creates a writing that is *not* part of his official duties the record does not qualify. It is therefore critical to elicit the duties of the official at deposition.

The chief foundation of the special reliability of both the business records exception and the official records exception "is the requirement that

they must be based upon the *first-hand observation of someone whose job it is to know the facts recorded. . . . But if the evidence in the particular case discloses that the record was not based upon the report of an informant having the business duty to observe and report, then the record is not admissible under this exception, to show the truth of the matter reported to the recorder.*

Applying this standard, the cases have rejected a variety of business records on the ground that they were not based on the personal knowledge of the recorder or of someone with a business duty to report to the recorder. For instance, police accident and arrest reports are usually held inadmissible because they are based on the narrations of persons who have no business duty to report to the police. Similarly, the introduction of 911 calls are not admissible, because individuals who telephoned the police department were not under a duty to accurately report information; thus, the required indicia of trustworthiness was lacking are inadmissible hearsay. *Alvarez v. Jacmar Pacific Pizza Corp.* (2002) 100 Cal App 4th 1190.

The sources of information and method and time of preparation were such as to indicate its trustworthiness. In order to meet the trustworthiness requirement the offering party offering the written report must show it is based upon the observations of public employees who have a duty to observe the facts and re-

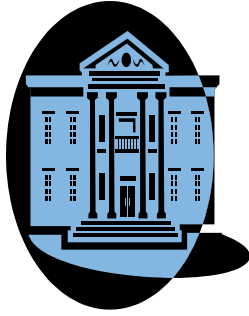
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Official Public Record Exception

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port and record them correctly. *Gananian v. Zolin* (1995) 33 Cal App. 4th 634. "Whether the trustworthiness requirement has been met is a matter within the trial court's discretion." (*People v. Parker, supra*, 8 Cal.App.4th at p. 116.)

Particular attention should be paid to any proffered official record containing opinions and conclusions; as such opinions are generally not admissible, unless in the Court's discretion the opinion and conclusion is trustworthy. Thus, for instance, unless it is shown to the satisfaction of the Court that a public employee is making the opinion as part of his official duties and has the training and expertise required to make

such an opinion the record containing the opinion is not admissible.

By illustration, a building inspector may note if a heater is working, but could not testify as to the reasons the heater was not working or whether in his or her opinion there was insufficient heat because of the heater. This would necessarily require expertise outside the scope of his official duties and most likely reports of third parties as to the length of time the heater had not been working and the other sources of heat to the building. Again, the overriding consideration is whether the information reported is trustworthy. *People v. Flaxman* (1977) 74 Cal App 3rd supp 16, 20-21

Since "official public records" can have a powerful impact on a case, the admissibility of such records should be analyzed early in the evaluation process and counsel should be prepared to use the above criteria to prevent to introduction of any records that do not comply with the above requirements.

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A common carrier's duties as set forth above ends when the passenger is discharged into a relatively safe space, not merely that he alights from the transport if he is discharged into a dangerous area. *Parker v. City and County of San Francisco* (1958) 158 Cal.App.2d 597. The common carrier does not accept the passenger until the passenger alights the transport, *Sanchez v. Pacific Auto Stages* (1931) 116 Cal.App. 392, and when the passenger steps from the transport he becomes a traveler upon the highway and terminates his relations and rights as a passenger." *Boa v. San Francisco-Oakland Terminal Railways* (1920) 182 Cal. 93.

What Is The Common Carrier's Duties To Passengers?

As to the common carrier's station/terminal, the common carrier's degree of heightened care ceases: "The passenger while in actual progress upon his journey is exposed to countless hazards, gives himself wholly in charge of the carrier. ... But a rule properly ceases with the reason for it; therefore, as a passenger's entrance to the carrier's station is characterized by none of the hazards incident to the journey itself, the rigor of the rule above announced is justly relaxed, in that at such a time and place the carrier is bound to exercise only a reasonable degree of care for the protection of his passengers." *Pennsylvania Co. v. Marion* 104 Ind. 242; *Falls v. San Francisco and North Pacific Railroad* (1893) 97 Cal. 114; *Sellers v. Southern*

Pacific Company (1917) 33 Cal.App. 701; *McGettigan v. Bay Area Rapid Transit, Supra* at 1017.

In the instance where the common carrier has no ownership or right of control over the passenger area, where the common carrier did not hold itself out as a common carrier to a place beyond the limits of its own operation, and in the absence of agreement or special circumstance, there can be no duty of the common carrier to maintain said property, and hence, no liability for its negligence maintenance. *Marshall v. United Airlines* (1973) 35 Cal.App.3d 84.



Fibromyalgia Gaining Credibility as a Recognized Disease/Injury Process

By Kevin Cholakian

Minton v. Deloitte & Touche C-08-1941, 2009 WL1626590 (N.D. Cal June 8, 2009),

U.S. Federal Judge for the Northern District of California Claudia Wilken, held that MetLife Insurance abused its discretion when it denied disability benefits to the plaintiff based solely on lack of objective evidence and disabling pain. The Court held that the insurer erroneously discounted the claimant's complaints of pain and the treating physician's opinion based solely on the MetLife's doctor's opinion that plaintiff was not disabled because of a lack of evidence of objective medical testing to support the plaintiff's position he could not work because of fibromyalgia.

In this case, plaintiff's treating physician had sent an eleven (11) page response providing plaintiff's ongoing complaints of pain and attempts at treatment on with the results of the functional capacity test showing a decreased range of motion and increased pain after performing tasks on a computer. The Court, (Northern District of California) relied upon *Benecke v. Barnhart*, 379 F.3d 587 (9th Cir. 2004) where the *Benecke* Court recognized that Fibromyalgia is not a condition that can be confirmed through objective findings and is diagnosed entirely on the basis of subjective complaints of pain. The *Minton* Court found that defendants' sole justification for denying plaintiff's claim was the "lack of objective evidence",

precisely the type of evidence "no one would expect to find in the first place". Judge Wilken found that in denying plaintiff's claim based on the "absence of objective findings" and discounting the evidence from the treating doctor of his "disability," MetLife abused its discretion and Judge Wilken awarded plaintiff disability benefits for his fibromyalgia.

Note: The defense is continuing to see treating doctors using the "catch all" fibromyalgia diagnosis as a medical explanation for claimants who have no objective signs of injury or disease. This is yet another step in the direction of legitimizing this garbage pail diagnosis.

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UIM/Bad Faith Ruling

By Kevin Cholakian

Schaefer v. Allstate Insurance Company, et al. No. S-08-827, 2009 WL 1505302 (E.D. Cal May 27, 2009)

The Federal Court, in the Eastern District of California (Sacramento) found that a dispute over whether the plaintiffs' auto policy was in force at the time of the accident could not be decided if the record contained no evidence of bad faith or intentional infliction of emotional distress on the part of Allstate. Plaintiffs, suing on behalf of their son who was injured in a 2005 accident, sought underinsured insured motorist coverage from Allstate. This is a case where the medical bills were over \$50,000.00. The insurance policy had a liability limit of \$50,000.00. Allstate's position was that the only policy that would have provided applicable coverage had

lapsed because of nonpayment of premiums. There was conflicting evidence regarding whether or not it had lapsed. The insurer argued in its Motion for Summary Judgment that it reasonably believed the policy had lapsed and therefore it could not be liable for bad faith or intentional infliction of emotional distress.

Plaintiffs' position is that they had paid the premiums before the due date and even if the policy had lapsed, the second Allstate "umbrella" policy was in force at the time of the accident. They also argued that Allstate had failed to provide a notice of cancellation and other documentation that their attorney had requested.

The Court found that the umbrella policy did not include UM/UIM coverage and contained a clause requiring under-

lying insurance in order for the umbrella policy to remain in force. The evidence provided with the motion indicated while the plaintiffs maintained they had delivered a check to their agent, the check was never deposited and they did not have a receipt.

Accordingly, the Court granted Allstate's Motion for Summary Judgment on the bad faith claim regarding its refusal to pay UIM benefits or investigate the claim. The Court allowed the bad faith claim regarding the failure to provide the insured with documentation concerning denial of the claim to stand. The intentional infliction claim was thrown out on the basis that plaintiffs' had failed to provide any evidence of "extreme and outrageous" acts on Allstate's part.



Recent Trial Update

RECTO & BURGESS V. JACINTO DEFENSE VERDICT—LANDLORD/TENANT SAN FRANCISCO COUNTY 3 WEEK JURY TRIAL

By Colin Hatcher

Special Counsel

On June 23, 2009 Kevin K. Cholakian, Esq. and Colin R. Hatcher, Esq. defended a substantial landlord-tenant case in San Francisco County Superior Court, in a trial that generated much attention among tenants' law firms, with attorneys from several Bay Area tenants/Plaintiffs firms sitting in to watch. In addition to defending the case, Plaintiffs now face a costs and attorney fees bill of over \$200,000.00.

This matter concerned a tenancy by two tenants (Plaintiffs Ms. BURGESS and Ms. RECTO) at 49 Oliver Street, San Francisco, CA. The owner/landlord was Ms. VILLA JACINTO. In essence the tenants contended at trial that (a) they were subjected to a non-habitable property; and (b) that in mid-2007 they were constructively evicted. The property in question is rent-controlled by the San Francisco Rent Ordinance which allows for treble damages and attorneys fees for virtually any violation of the ordinance.

Defendant had a very large home in the Mission. In January 2007, Defendant had 8 tenants living at the house with her, including both Plaintiffs.

On March 26, 2007 Defendant sent a letter to all of her tenants, indicating her plans to make major renovations so as to convert the house into a Care-home, and giving her tenants 90 day notice to vacate.



After Defendant sent out the March 26, 2007, 90 day notice to vacate, some demolition work began in April 2007 to the walls and ceiling of the dining room on the second floor, in order to fix some electrical problems upstairs. Defendant asked Plaintiff Recto (whose room was right next to the dining room) to move into a room downstairs while renovations were going on upstairs, but Plaintiff Recto refused to budge. Defendant, who had cordoned off the dining room with plastic sheeting, perhaps unwisely continued with her demolition. From the time the landlord commenced demolition of the dining room walls for renovations, there was limited electrical power upstairs.

During April and May of 2007, while renovations were going on, Plaintiffs continued to live upstairs near the dining room and kitchen – both refused to move downstairs despite the landlord's offer. They complained that during this time they had no cooking facilities or electric. Secondly, they both contended that they suffered adverse health effects from dust and debris caused by Defendant's demolition work. Aided by outside activists, the tenants embarked upon a campaign to stop the renovations from going forward. This involved multiple complaints by phone and in person about lack of heating, lack of electricity, and rats, to the City of San Francisco Department of Building Inspection, the San Francisco Housing Inspection Service, the Public Health Dept., the Fire Dept., the Police (who were called to the house), and even a complaint to the San Francisco Commission on Human Rights, alleging that the two ladies were victims of human rights violations. The city agencies made multiple inspections, issued 31 notices of violation, referred the matter to the City Attorney's office, and even formed a "Task Force" to investigate the house.

Plaintiffs moved out of the house in November 2007, contending that they had been constructively evicted. At least 10 of the notices of violation had not yet been resolved. Shortly after moving out Plaintiff Recto suffered a stroke. Plaintiff was hospitalized for a while and then moved back to Minneapolis to live with her daughter. Plaintiff Recto contended that her stroke was caused by Defendant's adverse conduct. Defendant contended that no medical evidence supported such claims.

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Recent Trial Update con't

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A Complaint was filed as early as August 7, 2007, and alleged multiple causes of action against Defendant, including Breach of Warranty of Habitability, Wrongful Collection of Rent, Wrongful eviction, Negligence causing personal injury, Infliction of Emotional distress, Elder Abuse and multiple breaches of the San Francisco Rent Ordinance.



Plaintiffs' counsel sought a large amount of damages in this case, alleging multiple tortious breaches of statute and the tricky SF Rent Ordinance. For Mercedes Recto, Plaintiff's counsel sought at trial \$700,000.00, including \$300,000.00 for emotional distress and \$250,000.00 in punitive damages. For Elsa Burgess, Plaintiff's counsel sought at trial \$600,000.00, including \$300,000.00 for emotional distress and \$250,000.00 in punitive damages. These demands never lowered prior to trial. Plaintiffs also contended (correctly) that the prevailing party would be entitled to attorney fees. They said their fees were in excess of \$400,000.00.

Earlier in the case, Plaintiffs made a time limit policy limits demand of \$500,000.00, which was rejected. Kevin Cholakian was substituted into the case after discovery cut-off, in order to try the case, less than one month prior to the original trial date. Motions by the defense to reopen discovery were denied. On October 21, 2008, Defendant made CCP section 998 offers to compromise this matter totaling \$200,000.00. Subsequently, it was conveyed to Plaintiffs that up to \$300,000.00 was available for settlement. These offers were rejected by the Plaintiffs.

Following the close of Plaintiffs' case-in-chief, two weeks into trial, Defendant brought a Motion for Nonsuit as to 14 of the 16 causes of action alleged against the Defendant. The fourteen causes of action were: negligent infliction of emotional distress; intentional infliction for emotional distress; negligent maintenance of the premises; nuisance; breach of implied covenant of quiet enjoyment; constructive eviction; excessive rent charges (breach of SF Admin Code section 37.11A); unfair business practices (breach of Business & Professions Code 17200 et seq.); breach of SF Admin Code section 37.9(a)(10)/(11); retaliation (breach of civil code 1942.5); Breach of civil code 1940.2 (force, willful threats or menacing conduct); Breach of civil code 1950 (double letting); Breach of SF Administrative Code section 37.10(b); and Unauthorized entry by landlord (breach of civil code section 1954). All fourteen were non-suited by order of the court. This left two causes of action before the jury, Breach of Implied Warranty of Habitability and Wrongful Collection of Rent.

The jury deliberated for around 2 hours. On Plaintiffs' Complaint for Breach of Implied Warranty of Habitability: the Jury awarded a Defense verdict 10-2. On Plaintiffs' Complaint for Wrongful Collection of Rent: the Jury awarded a Defense verdict 9-3.

Observers at trial noted that the defense trial team effectively turned the tables on Plaintiffs, turning Defendant Jacinto into the victim of a large intrusive campaign by liberal activists and over reactive San Francisco Governmental agencies to blow out of proportion a manageable dispute between previously friendly tenants and their landlord.

After trial Defendant filed a Memorandum of Costs and attorney fees in excess of \$200,000.00. That motion is pending. An appeal has been filed.

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(NASP)
Chair in California

Trucking Industry Defense
Association (TIDA)

San Francisco Defense
Association
(President 2001-2009)

Italian and Armenian
American Bar Association



Cholakian & Associates is listed in Best's Insurance Directory, is AV rated by Martindale-Hubbell, and is retained defense counsel to a dozen major insurance companies doing business in California. This practice includes, though it is not limited to, the representation of carriers regarding commercial and personal lines claims as well as the defense of insureds involved in serious personal injury, catastrophic trucking accident litigation, complex commercial litigation, product liability/fire subrogation matters and coverage litigation. This includes defense of matters involving allegations of construction defects, mold related claims, inter and intrastate trucking, commercial landlord/tenant, environmental liability, professional liability, including insurance agents, labor and employment law, officer's and director's liability, and uninsured/underinsured motorist matters. The attorneys in this practice group have significant litigation experience, with emphasis on high exposure cases.

UPCOMING EVENTS

17th Annual Trucking Industry Defense Association (TIDA) Industry Seminar will be held October 28 - 30, 2009 in San Antonio, TX

National Association of Subrogation Professionals (NASP) Annual Conference will be held November 1 - 4, 2009 in Colorado Springs, CO.

Kevin K. Cholakian a native Californian, travelled to and attended North Carolina School of the Arts in Winston-Salem, North Carolina his senior year of high school 1971-72 on a full scholarship. He then attended San Francisco Conservatory of Music on a Ford Foundation Scholarship from 1972-1974. He graduated magna cum laude with a B.A. in Philosophy from California State University, in 1977. From 1976 to 1978, he served as Chief Administrative Assistant to California State Senator Rose Ann Vuich (first woman elected to the California State Senate serving Central California) managing the Senator's Central Valley field offices. He received his law degree from the University of California, San Francisco Hastings College of the Law in 1981, which he attended on scholarship. Mr. Cholakian began his legal career practicing with the litigation sections of Littler, Mendelson, Fastiff & Tichy and McCutchen, Doyle, Brown & Enersen (Bingham-McCutchen) in San Francisco. He became an equity partner and managed the defense practice of an AV rated 25 attorney San Francisco insurance defense firm (1988 through 1999). He began Cholakian & Associates in January 2000 and has continued to specialize in high exposure personal injury defense, product liability/fire liability matters, environmental, coverage and employment/housing discrimination matters. He is a Northern California Super Lawyer under the Personal Injury Defense and Environmental Defense categories. He was awarded "Gladiator of the Year" 2006 by Farmers/Zurich for trial accomplishments and awarded the Values and Vision Medallion in 2008 by the Director of Commercial Claims. Mr. Cholakian regularly defends cases that have exposures in excess of \$1,000,000.00.

Mr. Cholakian is a member of the following organizations: Defense Research Institute (DRI), the International Association of Defense Counsel, the Northern California Association of Defense Counsel, the American Bar Association, the San Mateo Bar Association, Bar Association of San Francisco, the San Francisco Trial Lawyers Association, the California Trial Lawyers Association, National Association of Subrogation Professionals (former San Francisco Chapter President) (NASP), and Trucking Industry Defense Association (TIDA). Mr. Cholakian is the current President of the San Francisco Defense Seminar Association, a 40 year old organization comprised of defense litigators. Mr. Cholakian sits on the Executive Committee of the Board of Governors of the City Club of San Francisco.