

Trial Record 1987 – 2010
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<i>Nature of Dispute/ Case Name</i>	<i>Outcome</i>	<i>Client</i>	<i>Venue</i>	<i>Date of Decision</i>	<i>Comments</i>
Defense Verdicts					
License Agreement Dispute Panasonic Mobile Communications Co., Ltd. v. Qualcomm Incorporated	Arbitration award in favor of Qualcomm	Respondent: Qualcomm, Inc.	American Arbitration Association International Center for Dispute Resolution, San Diego, California	October 2010	Panasonic's arbitration demand alleged that Qualcomm breached the license agreement and sought the return of more than \$600 million in royalties paid to Qualcomm. The Arbitrator found that Qualcomm had not breached the license agreement and upheld the royalty rate.
Real Estate Contract Dispute Harvest Development Partners, LLC v. NVIDIA Land Development, LLC	Arbitration award in favor of NVIDIA Corporation including attorneys fees and costs	Respondent NVIDIA Corporation	JAMS San Francisco; Arbitrator Charles A. Legge	December 2009	The Claimant developer (Harvest) claimed it was owed a \$20 million termination fee arising out of the termination of NVIDIA's Santa Clara headquarters. The Arbitrator agreed that at the time NVIDIA terminated the contract, the conditions for the \$20 million step up termination fee had not yet occurred.
Real Estate Litigation San Diego Navy Broadway Complex Coalition v. Manchester Pacific Gateway LLC	Judgment in favor of Manchester	Defendant: Manchester Financial Group	California Court of Appeal, Fourth Appellate District; Superior Court of San Diego County, Judge Ronald S. Prager	2009; 2010	The Judge ruled that the Environmental Impact Report for the development of the \$1.3 billion Navy Broadway Complex in downtown San Diego was compliant with the California Environmental Quality Act. The trial court judgment was affirmed on appeal in 2010.

Breach of Fiduciary Duty, Constructive Fraud and Negligent Misrepresentation Ratner v. Foster	Judgment in favor of Defendants	Defendants: Stanley Foster and Foster Investment Corporation	San Diego Superior Court, Judge Philip D. Sharp	Sept 2000	Plaintiffs requested the jury award \$17 million in damages plus punitive damages for claimed breaches of fiduciary duty arising from the redemption of their stock by the corporation. After a 13 day jury trial the jury returned its special verdict in favor of defendants on all causes of action.
Breach of Contract, Breach of Fiduciary Duty, Interference and Unfair Business Practices Slatton v. Weiner	Judgment in favor of defendant Meyer C. Weiner on all causes of action	Defendant: Meyer C. Weiner Company	San Diego Superior Court, Judge Thomas R. Murphy	March 2000	Following an 11-day jury trial, the Court dismissed all of plaintiffs claims except the unfair business practice claim. The judgment in favor of defendant on the unfair business practices claim (Business & Profession Code §17200, et seq.) was significant because there was not a similar reported case involving parties to a commercial contract.
Fraud, concealment and misrepresentation Sado v. Norco Development, Inc., et al.	Directed verdict in favor of defendants and awarded \$128,772.43 in attorney fees and costs.	Defendants; Robert and Rhonda Gulotta (adv. Sado)	State Court, Judge Terry O'Rourke	Sept 1996	In this real estate fraud case, the Court granted a directed verdict in favor of defendants at the close of plaintiff's case based upon the finding that the evidence was legally insufficient to support the fraud claims.
Professional Negligence, breach of fiduciary duty, interference with prospective economic advantage and fraud Tri-Growth v. Silldorf, et al.	Case settled for \$100,000 after 3 week jury trial while jury was out. Plaintiffs asked the jury for more than \$7,000,000.	Defendants: Silldorf	State Court, Judge Michael Greer	1991	This case established new law in the areas of limited partnerships and attorney client relationships.

<p>Breach of Contract</p> <p>Greystone Homes v. Sunroad Centrum Partners</p> <p>Opposing Counsel: Brian Foster, DLA Piper</p>	<p>Judgment in favor of Defendant and attorneys fees and costs awarded by the court.</p>	<p>Defendant Sunroad Centrum Partners</p>	<p>San Diego Superior Court, Judge Steven R. Denton</p>	<p>May 2006</p>	<p>This case involved a dispute over a purchase price adjustment provision in a residential land sale contract. Plaintiff Greystone was seeking in excess of \$1 million</p>
<p>Breach of Contract</p>	<p>Arbitrator ruled in favor of Manchester Resorts and awarded 0 to McDonald Financial Corporation</p>	<p>Plaintiffs: Manchester Resorts</p>	<p>Arbitration- Judicate West</p>	<p>2003</p>	<p>McDonald Financial Corporation claimed entitlement to a \$2.3 million loan origination fee on the \$230 million construction and permanent financings of the Manchester Grand Hyatt Hotel on the San Diego Waterfront.</p>
<p>CEQA</p> <p>San Diego Police Historical Association v. San Diego Unified Port District</p> <p>Cityfront Terrace, L.L.C v. San Diego Unified Port District</p>	<p>Court denied the plaintiffs Petitions challenging the approval of the South Embarcadero EIR</p>	<p>Defendants: Manchester Resorts, L.P. and Manchester Resorts, Inc.</p>	<p>North County Superior Court, Judge David B. Moon, Jr.</p>	<p>Feb 1999</p>	<p>The courts denial of the Petitions removed all legal obstacles to the development of the South Embarcadero Redevelopment Program, including approval of our clients proposed second tower for a 750-room expansion, of the existing San Diego Hyatt Regency Hotel.</p>

Plaintiff Verdicts

Trust Litigation and Hotel Buyout Arbitration In Re Evans – Trust Accountings	Judgment in favor of Anne Evans, Grace Evans Cherashore and William Evans, including recovery of attorneys fees and costs of more than \$1,000,000.	Defendant and Counter Claimant: Anne Evans, Grace Evans Cherashore and William Evans	Arbitrator Kevin Midlam	May 2009	At issue in the arbitration was whether trust petitions filed by the three youngest daughters of Anne Evans, owner and operator of Evans Hotels, triggered a forced buyout right provided in the Partnership Agreement. The Arbitrator found that the buyout right had been triggered and allowed the buyout to proceed.
Breach of Partnership Agreement and Fiduciary Duty Mutual Life Insurance Company of New York v. Pointe Tapatio Resort Properties, Case No. CV98-1671 PHX-JAT (Lead Case), CV98-1789 PHXJAT Opposing Counsel: Lonnie Williams	\$40,290,766 judgment in favor of The Pointe partnerships.	Defendants and Counter Claimants: Pointe Tapatio and Pointe Squaw Peak Partnerships	United States District Court for the District of Arizona	July 2002	The jury unanimously awarded The Pointe the exact amount requested in this dispute over proceeds from the sale of the prestigious Pointe Resorts. This is one of the largest jury verdicts ever in the state of Arizona.
Breach of Fiduciary Duty and Contract Pointe San Diego Residential Community L.P. v. W.W.I. Properties Opposing Counsel: Doug Reynolds	\$8,532,085 judgment in favor of the plaintiffs for breach of fiduciary duty, contract and fraud	Plaintiffs: The Pointe San Diego Residential Community and Gosnell Builders	San Diego Superior Court, Judge Robert E. May	April 2003	The Courts judgment included \$3 million in punitive damages plus interest, attorneys fees and costs.

<p>Negligence, breach of contract, breach of the covenant of good faith and fair dealing and fraud</p> <p>L.E.S. Properties Hotel Venture, L.P. v. Westin Hotel Co.</p>	<p>Judgment in favor of Plaintiff for \$8,105,985.36, comprised of \$5,570,250 in compensatory damages, \$2,000,000 in punitive damages and \$535,735.36 in attorneys fees and costs.</p>	<p>Plaintiff:</p> <p>L.E.S. Properties</p>	<p>Federal Court, Judge Alfonso C. Marquez</p>	<p>Sept 1992</p>	<p>Court reduced compensatory damages to \$1,457,000; affirmed on appeal to 9th circuit. First known case where a hospitality company was found liable for its financial projections.</p>
<p>Construction defect, negligent construction, single family residence</p> <p>Aas v. The William Lyon Company</p>	<p>Judgment in favor of plaintiffs for \$3,227,034.85 on complaint after six weeks of trial; plaintiff reached settlements with various other parties for \$4.125 million three weeks into trial.</p>	<p>Plaintiffs:</p> <p>eighty-four homeowners</p>	<p>San Diego Superior Court, Judge Robert E. May</p>	<p>Feb 1998</p>	<p>Jury awarded plaintiffs exact amount of damages requested. At the time, this was the highest known per house recovery for a tract development in San Diego county.</p>
<p>Breach of contract/ economic damages</p> <p>Sommers, et al. v. Sterling, et al.</p>	<p>Judgement on favor of Plaintiffs for \$2,525,000 on compliant; Judgment for plaintiffs on defendant Donald Sterling's cross-complaint.</p>	<p>Plaintiffs and Cross-Defendants:</p> <p>Amos Sommers and Sommers Development Corporation</p>	<p>State Court, Judge Kevin Midlam</p>	<p>Feb 1992</p>	<p>Defendant was the "notorious" Donald T. Sterling and this litigation was extremely hard fought. The jury unanimously awarded (to the penny) the amount of damages requested by plaintiff.</p>
<p>Breach of contract, negligence, breach of warranty</p> <p>Leeds v. Gemini Construction Co., Inc., et al.</p>	<p>Judgment in favor of Plaintiff for 2,494,645.28. Defendants offered \$750,000 to settle prior to trial.</p>	<p>Plaintiffs:</p> <p>Nita and Gary Leeds</p>	<p>State Court, Judge Kevin Midlam</p>	<p>June 1994</p>	<p>The jury awarded Plaintiffs the exact amount of damages requested. This is one of the largest known verdicts on a single-family residence.</p>
<p>Construction defects, misrepresentation</p> <p>Sycamore/San Diego Investors v. Perrota</p>	<p>Judgment in favor of Plaintiff for \$1,917,637.</p>	<p>Plaintiff:</p> <p>Sycamore/San Diego Investors</p>	<p>Federal Court, Judge Samuel P. King</p>	<p>March 1990</p>	<p>Judgment exceeded plaintiffs' pre-trial settlement demand and defendants' offer of \$150,000.</p>

Legal malpractice Cardiff Communications Partners II v. Aylward	Judgment in favor of plaintiffs, including punitive damages; prior to trial plaintiff reached a settlement with the other parties valued in excess of \$1.5 million.	Plaintiff: Cardiff Communications Partners II	San Diego Superior Court, Judge Anthony C. Joseph	March 1998	Settled while jury was deliberating on punitive damages and the record was sealed such that outcome is confidential.
Construction defect Marshall v. Baldwin, Case No. 725825 Opposing Counsel: Mark Dillon	Plaintiff verdict against Baldwin for \$886,902.	Plaintiffs: Homeowners	San Diego Superior Court, Judge Kevin A. Enright	May 2002	Total award of almost \$5,500,000. The phase 1 result was instrumental in settling the entire case. This was the first phase of a potential sixphase trial involving 323 homeowners. The first phase was limited to 54 homeowners.
Breach of contract, breach of fiduciary duty and fraud GKN Development Corp., et al. v. Bettis-Krall, et al.	Judgment in favor of Plaintiffs for \$627,333. Defendants were awarded nothing on their cross-complaint.	Plaintiffs and Cross-Defendants: GKN Development Corp., John E. Grasberger and Robert M. Niemann	State Court, Judge Robert C. Thaxton, Jr.	Feb 1994	Plaintiffs offered \$100,000 prior to trial to settle all claims. The offer was rejected by Defendants who demanded in excess of \$200,000.
Breach of fiduciary duty, negligence, construction defects and misrepresentation Seidman v. Dover, et al.	Judgment in favor of Plaintiffs for \$454,000 against the Real Estate Broker Defendants; also recovered in excess of \$100,000 in prejudgment settlements.	Plaintiffs: Barry and Jacqueline Seidman	State Court, Judge Kevin Midlam	July 1993	Jury was unanimous on all three causes of action against the Broker Defendants. This is the first known case in San Diego County where Real Estate brokers were found liable for construction defects.
Breach of contract, breach of fiduciary duty Kay-Mark, Inc, v. Gosnell Development Corporation	Award in favor of plaintiff for \$439,233.23.	Plaintiff: Kaymark, Inc.	American Arbitration Association	May 1997	Arbitrator found breach of fiduciary duty and contract against the cogeneral partner of the Bonita Gateway partnership.

Negligence, breach of contract, and breach of warranty McGrath Highlands I v. SGPA Architecture and Planning	Judgment in favor of plaintiffs for \$406,761.39.	Plaintiff: McGrath Development, Inc.	State Court, Judge Sheridan Reed	Dec 1995	Plaintiffs recovery exceeded its pretrial 998 offers to defendants. The jury unanimously found the general contractor and subcontractor defendants responsible for construction defects involving a commercial retail center located in San Diego.
Breach of contract, negligence and breach of fiduciary duty Strauss v. Westland Title Co.	Judgment in favor of plaintiffs for \$402,880.79 against Westland Title Company.	Plaintiffs: Matthew and Iris Strauss	State Court, Judge Byron Lindsley	April 1994	Jury awarded exact amount requested by Plaintiffs; Defendant's pre-trial settlement offer was \$10,000.
Breach of contract, express contractual indemnity and contribution, and declaratory relief Brody, et al. v. Feldman, et al.	Arbitration award in favor of plaintiffs for \$325,186.94.	Plaintiffs: Ernest Rady Arthur Brody Gary Leeds Arthur Rivkin	Arbitration	Oct 1994	The Arbitrator awarded plaintiffs the exact amount of damages requested plus attorneys fees and costs.
Breach of contract, misrepresentation Sukut Construction, Inc. v. Genstar	Arbitration Award in favor of plaintiff in excess of \$250,000.	Plaintiff: Sukut Construction, Inc.	J.A.M.S. Arbitration	1987	Genstar offered nothing in settlement prior to arbitration.
Federal and state securities laws violations, fraud, negligence and breach of fiduciary duty Leeds v. Prudential- Bache Securities, Inc., et al.	Arbitration award in favor of Claimant in excess of \$175,000.	Claimant, Gary M. Leeds	N.A.S.D. Arbitration	1990	Prudential Bache offered nothing in settlement contending our client was a sophisticated investor who had authorized the disputed trades.