

**Trial Record 1987 – 2008
STEVEN M. STRAUSS**

<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					
Patent License Agreement dispute Nokia Corporation and Nokia, Inc., v. Qualcomm Incorporated	Settlement in favor of Defendants in excess of _____	Defendant: Qualcomm, Inc.	Delaware Chancery Court	2008	QUALCOMM alleged that Nokia's continued use of QUALCOMM's patents in Nokia's CDMA (including WCDMA) products after April 9, 2007 constitutes an election by Nokia to extend its license under the parties' existing agreement. Such an extension would have obligated Nokia to pay QUALCOMM the same royalty specified in the current agreement and prohibit Nokia from asserting patent claims against QUALCOMM's CDMA products.
Enforcement Action Broadcom Corporation v. Qualcomm, Inc.	Target Date for Initial Determination is November 2008	Respondent: Qualcomm, Inc.	U.S. International Trade Commission, Washington, D.C.	2008	Believed to be the largest enforcement action ever tried. QUALCOMM had been found to infringe Broadcom's 983 (power saving) patent in the underlying action. QUALCOMM developed a work-around and Broadcom claimed the work-around still infringed the patent, which was the subject of the Enforcement Action.

Breach of Fiduciary Duty, Constructive Fraud and Negligent Misrepresentation Ratner v. Foster	Judgment in favor of Defendants	Defendants: Stanley Foster and Foster Investment Corporation, (F/K/A Ratner 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:	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 Aug</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

<p>Breach of Partnership Agreement and Fiduciary Duty</p> <p>Mutual Life Insurance Company of New York v. Pointe Tapatio Resort Properties, Case No. CV98-1671 PHX-JAT (Lead Case), CV98-1789 PHXJAT</p> <p>Opposing Counsel: Lonnie Williams</p>	<p>\$40,290,766 judgment in favor of The Pointe partnerships.</p>	<p>Defendants and Counter Claimants:</p> <p>Pointe Tapatio and Pointe Squaw Peak Partnerships</p>	<p>United States District Court for the District of Arizona</p>	<p>July 2002</p>	<p>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.</p>
<p>Breach of Fiduciary Duty and Contract</p> <p>Pointe San Diego Residential Community L.P. v. W.W.I. Properties</p> <p>Opposing Counsel: Doug Reynolds</p>	<p>\$8,532,085 judgment in favor of the plaintiffs for breach of fiduciary duty, contract and fraud</p>	<p>Plaintiffs:</p> <p>The Pointe San Diego Residential Community and Gosnell Builders</p>	<p>San Diego Superior Court, Judge Robert E. May</p>	<p>April 2003</p>	<p>The Courts judgment included \$3 million in punitive damages plus interest, attorneys fees and costs.</p>
<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 (v. Westin Hotel Co.)</p>	<p>Federal Court, Judge Alfonso C. Marquez</p>	<p>Sept 1992</p>	<p>Court reduced compensatory damages to \$1,457,000 and reversed punitive damages; affirmed on appeal to 9th circuit. First known case where a hospitality company was found liable for its financial projections.</p>

Construction defect, negligent construction, single family residence Aas v. The William Lyon Company	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.	Plaintiffs: eighty-four homeowners	San Diego Superior Court, Judge Robert E. May	Feb 1998	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.
Breach of contract/ economic damages Sommers, et al. v. Sterling, et al.	Judgement on favor of Plaintiffs for \$2,525,000 on complaint; Judgment for plaintiffs on defendant Donald Sterling's cross-complaint (he requested the jury award Sommers nothing and fraud damages in his favor).	Plaintiffs and Cross-Defendants: Amos Sommers and Sommers Development Corporation (v. Donald T. Sterling)	State Court, Judge Kevin Midlam	Feb 1992	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.
Breach of contract, negligence, breach of warranty Leeds v. Gemini Construction Co., Inc., et al.	Judgment in favor of Plaintiff for 2,494,645.28. Defendants offered \$750,000 to settle prior to trial.	Plaintiffs: Nita and Gary Leeds (v. Gemini Construction Co., Architects Lorimer-Case and Gouvis Engineering)	State Court, Judge Kevin Midlam	June 1994	The jury awarded Plaintiffs the exact amount of damages requested. This is one of the largest known verdicts on a single-family residence.
Construction defects, misrepresentation Sycamore/San Diego Investors v. Perrota	Judgment in favor of Plaintiff for \$1,917,637.	Plaintiff: Sycamore/San Diego Investors (v. Donald Perrota, et al.)	Federal Court, Judge Samuel P. King	March 1990	Judgment exceeded plaintiffs' pre-trial settlement demand and defendants' offer of \$150,000.
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 (v. Bettis-Krall and Mike Krall)	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 (v. Richard Dover, et al.)	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. (v. Menefee Larsen, SGPA, and Hamblin Plastering)	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 (v. Westland Title Company)	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: Arthur Brody Gary Leeds Ernest Rady 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. (v. Genstar)	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 (v. Prudential Bache)	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.