

## Litigation Team



### **Lori M. Cullman** Senior Staff Attorney | **California**

**Lori M. Cullman** has many years of experience handling major general liability defense matters. Her cases have included injuries and fatalities occurring as a result of product failure, foodborne illnesses, automobile accidents and premises liability. Her clients have included major hotel chains and restaurants throughout northern, central and southern California. Lori has not only been lead trial counsel for these clients but regularly called upon by these clients to consult regarding risk management and employment law issues. Her clients have also included large land developers where she has represented them in construction site accidents, alleged Labor Code violations and, breach of contract actions. Lori has also represented several insurance carriers in large contribution and subrogation cases resulting in significant recoveries. She has been a lecturer at several Insurance Company Programs on subjects of Bad Faith Claims Handling and Medical Liens. Lori has had several articles published in the California Defense Magazine. She was an instructor at California Pacific School of Law where she taught Lawyer Skills to third year law students. Lori thought it was important to give back to the community and under the Attorney General Statute has provided pro bono legal services for day care centers throughout Orange County.

### **Representative Cases**

*Hill v. Best Western Inn:* Plaintiff was an employee and resident of the Best Western. She was employed to work the grave yard shift and part of her pay included room and board. An employment contract reflected how much the plaintiff was to be paid and how much of her earnings were room and board. The employment relationship soured and plaintiff was terminated. She sued Best Western for Wrongful Eviction; Wrongful Termination in Violation of Public Policy; Violation of 9

Labor Code sections; Violation of Fair Employment and Housing Act; Intentional Infliction of Emotional Distress; Breach of Contract and, Breach of the Implied Covenant of Good Faith. In all, 20 causes of action. Because of poor record keeping there was significant exposure to the client if the matter were to go to trial. An investigator was hired to look into the conduct of the plaintiff and examine extensive video recordings that were kept at the front desk of the hotel during various shifts. These videos revealed plaintiff bragging about removing money from the hotel safe to other employees. This resulted in a nuisance settlement and a dismissal of action.

*Nichol v. Meyer*: Plaintiff alleged that defendant rear ended her and then left the scene of the accident. Defendant denied having rear ended the plaintiff. Plaintiff alleged that she suffered significant injuries including fibromyalgia and chronic fatigue syndrome and was unable to continue working. She supported this testimony with expert testimony. The demand was \$500,000 which is what the plaintiff asked the jury for at the close of her case. At the close of her case and before presenting the defendants case we moved for a nonsuit on the basis that plaintiff had not proven that defendant was at the scene of the accident or rear ended the plaintiff. Defendant was not at the trial and plaintiff had not requested her appearance. The motion for nonsuit was granted. Plaintiff appealed but lost.

*Lukawesky v. Garden Bistro Restaurant; Coors Brewing Co.*: Plaintiff was having dinner at the Garden Bistro when he began drinking his second Coors Light he started foaming at the mouth. He was rushed to the hospital where it was determined that he had ingested lye. A majority of his esophagus and stomach had to be removed. The obvious issue was whether the lye came from the restaurant cleaning supplies left in the mug or from the Coors bottling and recycling plant. Although it was never completely ruled out at either location it was more likely than not that it occurred at the Coors Bottling plant and after opening statements Coors asked for a break in the proceedings at which time they agreed to dismiss Garden Bistro and entered into a confidential settlement with plaintiff. Plaintiff had previously dismissed Garden Bistro for a waiver of costs.