



Michael T. Ohira
515 South Flower Street, Suite 1100
Los Angeles, CA 90071
Direct: (213) 312-2000
Office: (213) 312-2000
Fax: (213) 312-2001
Email: mohira@rmkb.com
Web: www.rmkb.com

Michael Ohira is a partner in the Los Angeles office of Ropers Majeski Kohn & Bentley and has been practicing law for more than 24 years since his graduation from Loyola Law School in 1986. He is admitted to practice before all courts of the State of California; the United States District Court for the Central, Southern, and Northern Districts of California, and the Ninth Circuit Court of Appeal. Mr. Ohira has litigated cases throughout California in both state and federal court; has arbitrated/mediated scores of cases; has first-chair jury trial experience in the Los Angeles Superior Court; and has argued before the California Court of Appeal.

His practice includes advising insurers regarding first and third-party coverage issues under both commercial and personal lines policies; advising insurers on the dynamic of multiple insureds in construction defect suits (named-insured subcontractors and additional-insured developers and general contractors); attending mediations as coverage counsel; and defending insurers in actions alleging breach of contract, "bad faith," and unfair business practices (B&P Code §17200). Additionally, Mr. Ohira has more than 15 years experience in general litigation, including lawsuits involving the professional liability of insurance agents and brokers, products and premises liability (including high-exposure wrongful death actions), employment law, and the emerging practice of special education law.

Practice Areas

- Insurance Services
- Coverage
- Bad Faith
- Product Liability

Education

- California State University, Long Beach, 1981 B.S.
- Loyola Law School Los Angeles, 1986 J.D.

Court Admissions

- California
- USDC: Central District of California

- USDC: Northern District of California
- USDC: Southern District of California

Memberships & Associations

- Japanese American Bar Association (JABA)
- State Bar of California

Representative Experience

Practice Area: Insurance Agents and Brokers, Insurance Services, Professional Liability

Key Issues: Disability Insurance; Agent

Venue: Los Angeles County Superior Court

Client Type: Defendant Insurance Agent

Plaintiff purchased 2 disability policies, one from two different insurance providers. She later stopped working and became a housewife. The disability insurance agent told her that the policies still provided her with coverage and urged her to continue paying premiums. The plaintiff later became ill and was unable to function as a homemaker. She made insurance claims, both were denied by the insurers because the policies did not cover homemakers. Plaintiff sued the agent and the insurers alleging negligence, breach of oral contract, and fraud. The agent acknowledged making the incorrect representations. The damage exposure was estimated to be as high as \$800,000.

Result:

The claims against the agent were resolved for \$20,000

Practice Area: Insurance Agents and Brokers, Insurance Services, Professional Liability

Key Issues: Life Insurance; Agent; Estate Planning

Venue: Los Angeles County Superior Court

Client Type: Defendant Insurance Agent

Action alleging fraud against life insurance agent arising from the sale of a flexible premium life insurance policy with a \$60 million death benefit. The policy was purchased as part of a sophisticated tax shelter program known as a family "split dollar" arrangement. Our client (life insurance agent) was accused of "back dating" the life insurance policy, misrepresenting the policy "illustrations"; selling insurance in Alaska without a license; and altering an insurance application. The Plaintiffs were represented by a law firm from New York.

Result:

Settled on the courtroom steps for \$25,000. The settlement demand three months before trial had been \$3 million.

Practice Area: Bad Faith, Coverage, Insurance Services

Key Issues: Breach of Contract; Bad Faith, Insurance Coverage

Venue: Los Angeles County Superior Court

Client Type: Defendant Insurance Provider

The insured homeowners sued insurance provider for breach of contract and bad faith arising from a first party property damage and bodily injury claim arising from water damage and mold in a residence. The insureds accused the insurer of inadequate investigation, low-balling, and delay which culminated in special damages

exceeding of \$400,000 and seven figure extra contractual damage claims.

Result:

The case was ultimately settled for a confidential sum.

Practice Area: Coverage, Insurance Services

Key Issues: Declaratory Relief Action

Venue: Stanislaus County Superior Court

Client Type: Plaintiff Insurance Provider

Declaratory relief action to address whether the insurers (auto, homeowners, and umbrella) had a duty to defend and indemnify an insured for claims of bodily injury and multiple wrongful death claims arising from a van rollover accident. At issue was the business pursuits exclusion, and whether the van constituted an insured vehicle.

Result:

Leverage from the declaratory relief action shielded \$2 million in coverage under the homeowner's and umbrella policies, and resulted in a global settlement of the underlying wrongful death and personal injury claims.

Practice Area: Coverage, Insurance Services

Key Issues: Declaratory Relief Action

Venue: Los Angeles County Superior Court

Client Type: Plaintiff Insurance Provider

A declaratory relief action to address whether the insured had a duty to defend and indemnify an insured for claims of bodily injury caused by molestation and false imprisonment.

Result:

Won motion for summary judgment wherein the court issued a judicial declaration that the insurer did not owe a defense or indemnity obligation for the underlying suit.

Practice Area: Coverage, Insurance Services

Key Issues: Declaratory Relief Action

Venue: USDC: District of Arizona

Client Type: Plaintiff Insurance Provider

This was a declaratory relief action. We represented insurance provider as the plaintiff in seeking a judicial declaration with regard to whether insurer owed a duty to defend or indemnify an Arizona church, its former minister, his wife, and six vestry members in two lawsuits alleging that the minister wrongfully caused two elderly church members to give him personal and real property.

Result:

Won motion for summary judgment wherein the court issued a judicial declaration that the insurer did not owe a defense or indemnity obligation for the underlying suits.

Practice Area: Insurance Agents and Brokers, Insurance Services, Professional Liability

Key Issues: Life Insurance; Agent; Premium Financing

Venue: USDC: Central District of California; Los Angeles County Superior Court

Client Type: Defendant Insurance Agent

Action alleging fraud, rescission, and unfair business practices against a life insurance agent. The litigation arose out of the sale of 8 life insurance policies, with death benefits totaling \$50 million, to a number of former professional basketball players. The agent was accused of misrepresenting the amount required in premiums needed to allow sufficient cash value to pay off within 10 years the interest-only loans taken out by the insureds to finance the policies. The agent coined the program "Capital Maximization Strategy." The case was litigated for over a year. After a successful motion to dismiss the case was re-filed pursuant to 28 USC §1367(a), in Los Angeles Superior Court.

Result:

The plaintiffs' demand dropped from \$20 million, to \$6 million, and to \$1 million before being settled for \$700,000 as to our client (a 96% reduction of the original demand).

Practice Area: Bad Faith, Coverage, Insurance Services

Key Issues: Breach of Contract; Bad Faith, Insurance Coverage, Unfair Business Practices

Venue: Los Angeles County Superior Court

Client Type: Defendant Insurance Provider

The insured, a general contractor, sued the insurer for breach of contract, breach of the implied covenant of good faith, unfair business practices, and declaratory relief. Investigation revealed a potential for coverage not previously recognized by the third party administrator ("TPA"), and a failure by the TPA to fully reserve the insurer's rights

Result:

The case was ultimately settled for \$25,000 less than our \$73,000 settlement authority.

Practice Area: Coverage, Insurance Services

Key Issues: Equitable Contribution

Venue: Los Angeles County Superior Court

Client Type: Defendant Insurance Provider

Insurance recovery action to obtain equitable contribution from co-insurer that declined to participate in the defense of a mutual insured

Result:

Recovered in excess of \$500,000 in reimbursement and defense contribution on a going-forward basis.