

## **DR. DICK BRIDY**

### **DBI Commercial Real Estate – DBI Expert Witness**

#### **SLIP AND FALL/CONTRACT DISPUTES**



California, Civil Code 1714 states, “Everyone is responsible, not only for the result of his or her willful acts but also for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person.” This is known as premises liability. It also notes that on occasion, a person who is on the property (not the owner) may be responsible for their injuries if they have “willfully or by want of ordinary care, brought the injury upon himself or herself.” In short, an owner must keep their property reasonably safe but anyone who enters

the property or crosses through it must also take ordinary care to avoid injury. This is known as a personal injury.

#### **Personal Injury**

Personal injury is focused on the safety legislation of California Building Code, Title 24, Part 2 (California Building Code (CBC), Part 3 (California Electrical Code), NFPA 70, and National Electrical Code (NEC) the benchmark for safe electrical design, installation, and inspection. In addition The Americans with Disabilities Act (ADA) and Occupational Safety and Health Administration (OSHA) have explicit best practices, standards of practice, standards of care, industry standards for property ownership, compliance and fiduciary duty issues for all types of commercial real estate.

#### **Personal Injury Methodology**

Each personal injury case requires analytical thinking and strategic planning based on the physical condition of the site where and when the injury took place and the codes and legislation that apply in the case. Potential code violations are noted and investigated at the local level. Objective discovery is conducted in a series of physical and mechanical tests that measure, photograph and video the site of injury in the forensic evidence process. For premises liability or dangerous condition of public property , 3<sup>rd</sup> party architects, engineers and real estate developers and investors such as Dr. Dick Bridy are useful team additions in these cases. The experts inspect and evaluate the condition on a property to see if it complies with building, or health and safety codes along with the short and long-term consequences of a violation. They provide written opinions and forensic testing on whether certain conditions on a property meet industry safety standards of care and best practices combined with a thorough investigation as to whether the property owner made physical improvements to the property without obtaining building permits or code specific upgrades.

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Upon completion of the forensic discovery, a report is compiled with expert conclusions and opinion. When testifying at deposition or trial, the respective expert delivers a “teachable moment” to educate the jury and others as to the factors that caused the incident, the proactive actions that should have been undertaken to prevent the event and corrective measures to avert similar episodes in the future. Of equal importance is to stay on message that is aligned with technical and forensic discovery.

### **Contract Disputes**

Contracts are essential to businesses. An enforceable contract tells the parties what they need to do and what they receive. When a buyer, seller, landlord, tenant, broker, or property manager fails to perform under a contract, the breach disrupts the other parties’ expectations. Moreover, a breach of contract can create a ripple effect of consequences to the contracting parties, resulting in significant monetary damages. Expert testimony for the defense is often challenging. A breach of contract will involve defenses and in most cases, the “Custom and Practice” in the Industry may prevail. Dr. Bridy has experience of using and performing similar contracts as an owner/developer. He can advise the jury and other parties of the nuances of the contract, the means of enforcement, whether a breach occurred, and which defenses might apply. Of particular importance is the obligation of a party to notice a potential default and the cure options available at that time. Furthermore, he has the communication skills to prepare a convincing expert report, testify in court about the analysis, and educate and persuade the jury.

### **Intentional Contract Default and Non-party Contract Liability**

In severe economic turmoil tenants or landlords occasionally seek to exit contractual obligations for more favorable contracts, even if such means breaching their existing agreement. To accomplish that end, a party may attempt to exploit such situations by offering better deals/terms to potential counterparties who are already contractually bound to others. Although this may be justifiable on the ground of economics, it is not without legal consequences. In rare circumstances legal liability for a non-party to a contract occurs if they contributed to or caused its breach. Cases of supplier or manufacturer interference in the supply chain are examples of non-party factors for breach of contract. In such circumstances, an experienced expert can provide testimony that the 3<sup>rd</sup> party had knowledge of the existence of the contractual relationship and intended to use their supply chain capabilities to cause a breach of the contract for economic benefit. The exercise of eminent domain is another, where municipalities and their leadership can find themselves at risk of liability when decisions are made to exercise eminent domain to solve political and greater good economic goals.

Experts are often retained for contract dispute resolution in the Alternative Dispute Resolution (ADR) negotiation, mediation, facilitation, and conciliation process. He has over four decades of personal experience in negotiating and resolving a business-related legal disagreement such as landlord/tenant, purchaser/seller, owner/contractor, brokerage, default fiduciary, quiet enjoyment, misrepresentation, fraud, abandonment, maintenance and other matters.

### **Fields of Expertise**

Dr. Bridy specializes in numerous areas of expert authority: Personal injury, premises liability, construction contract and landlord/tenant disputes for commercial real estate. In both fields, Dr. Bridy has been an owner/developer, asset/property manager, agent, portfolio syndicator and fiduciary. He is a charismatic personality, who strongly and passionately believes in the opinion he delivers. He can draw from over forty-five years of entrepreneurship with extensive experience as a commercial real estate CEO, investor, developer, asset/property manager, broker, and syndicator. As such, he possesses a deep knowledge in the field of commercial real estate. Dick has a broad knowledge base from an academic and experience perspective which he uses in a practical application. He is an excellent communicator honed by many years in leadership and advisory positions in the commercial real estate industry and as a Marine Corps officer. While conviction is crucial, Dick views critical thinking as essential. He presents a balanced approach with a willingness to consider alternative opinions, methods, and data. Inevitably, as an expert he is confronted with opposing views in a deposition under vigorous cross-examination and must meet that challenge.