



MESSNER REEVES LLP



Brianna M. Dolmage

Partner

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Practice Areas

- Insurance Coverage
- Civil Litigation

Admissions

- California
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California

Education & Honors

- JD, Whittier School of Law, cum laude, Dean's Merit Scholarship
- BS, Physics, University of California, Irvine

Brianna devotes the majority of her practice to insurance coverage and bad faith. Brianna represents insurance companies and policyholders related to first party property and third party liability claims, involving personal, commercial, errors and omissions and environmental policies. Brianna also routinely represents clients related to insurance/broker liability, personal injury, construction defect and a variety of business tort claims. Brianna has litigated in state and federal court at the trial and appellate levels. Brianna has assisted in drafting policy language.

Representative Matters

- Drafted and argued six winning motions for summary judgment in 2019
- Successfully utilized an anti-SLAPP motion to dispose of an action filed against an insurance company in connection with its handling of an insured's underinsured motorist arbitration.
- Won an appeal in which the court of appeals overturned the trial court's denial of insurance company client's motion for summary judgment. The court of appeals found that the insurance policies of a couch surfing teenager's aunt and grandmother did not provide coverage for an accident that occurred while the teenager was driving a truck that was available for his regular use and not identified in their policies. The court further found that the pretrial settlement agreement in the underlying case between the teenager and the underlying plaintiff could not be used to prove damages in a subsequent bad faith action.
- Successfully defended a case on appeal where the court of appeals upheld the trial court's grant of motion for summary judgment in favor of our insurance company client. The court found that the assault and battery exclusion in a commercial general liability policy excluded coverage for damages caused by a third party setting an insured's employee on fire. Prior to this court of appeals decision, there was no California case authority that discussed the meaning of the term "battery" as defined in the insurance policy and no modern discussion of the ordinary meaning of the term outside of the criminal law context.