



## James C. Hildebrand Of Counsel

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James focuses on copyright, trademark, trade secret, right of publicity, and commercial litigation. He defends corporate and individual clients in a wide range of industries, including manufacturing, fashion, financial, retail, and entertainment, in both state and federal courts.

During law school, James served as the research editor of the Law Review.

### Representative Matters

- Defending a medical services provider sued for trade name infringement.
- Representing a pool equipment manufacturer whose product configuration allegedly infringed the plaintiff's claimed trade dress.
- Defending a jewelry distributor for allegedly infringing a jewelry designer's copyright.

### PRACTICE AREAS

Business & Commercial Litigation  
Construction  
Product Liability & Torts

### ACCOLADES

Southern California Super Lawyers, Insurance Coverage, 2019

### COURT ADMISSIONS

California  
USDC: Central District of California  
USDC: Eastern District of California  
USDC: Northern District of California  
USDC: Southern District of California

### EDUCATION

JD, Southwestern Law School, *cum laude*, 1990  
BA, University of California, Santa Cruz, 1978

- Representing a retailer that allegedly misappropriated an Olympic athlete's right of publicity by using the athlete's photograph in advertising.
- Obtained summary judgment and avoided a jury trial on behalf of an insurance carrier after the plaintiff, a gym owner and fitness trainer, sued the carrier for bad faith based on its alleged failure to obtain a settlement that protected her from continuing litigation and harassment by her neighbor that resulted in the trainer having to abandon her gym. Though our client was sympathetic to the insured, we won the case by producing a clear, objective analysis of the pertinent policy provisions and applicable legal principles.
- Secured the client's removal from a case before the court ruled on our motion for summary judgment when the plaintiff agreed to dismiss our client from charges that natural and artificial stone products and related materials manufactured and distributed by numerous companies, including our distributor client, caused his incurable lung disease. In exchange, our client signed a waiver of costs.