



Anne V. Kim

Associate

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Anne Kim is a litigation attorney who maintains a practice in the areas of general liability, premises liability and product liability. She works with insured and self-insured businesses and property owners, helping to resolve their most complicated legal issues and defending them in litigation in state and federal courts.

Before joining Wilson Elser, Anne worked at a well-respected Boston law firm for four years. Prior to that, she worked in criminal defense for six years in Massachusetts and New York state courts, gaining significant trial experience, before switching to a civil practice.

Education

- Northeastern University School of Law (J.D., 2010)
- University of Massachusetts at Amherst (B.A., 2006)

Bar Admissions

- Massachusetts
- New York

Court Admissions

- U.S. District Court, District of Massachusetts
- U.S. Court of Appeals, First Circuit

Services

- Complex Tort & General Casualty
- Product Liability, Prevention & Government Compliance
- Employment & Labor
- Medical Malpractice & Health Care

Client Wins

Mancuso & Kim Obtain Summary Judgment and Contractual Indemnity for Property Manager in Personal Injury Case

Cheryl Mancuso (Of Counsel-Boston, MA) and Anne Kim (Associate-Boston, MA) defended a property management company for a logistics facility in a personal injury case in the Suffolk County Superior Court in Boston. The plaintiff alleged that he was injured while working at the facility when an object fell on his head, asserting claims of negligence for failure to install preventative safety features within the facility. Co-defendants asserted cross-claims for contribution against the firm's client. Cheryl and Anne moved for summary judgment as to the plaintiff's claims and co-defendants' cross-claims, and affirmatively moved for summary judgment in favor of the firm's client as to its cross-claims against the co-defendant tenant of the facility for breach of contract and contractual indemnity for the tenant's refusal to defend and indemnify the firm's client under the terms of the commercial lease. The plaintiff and co-defendants/plaintiffs-in-cross-claim did not oppose the motion, though the tenant that was the target of the firm's client's cross-claims did oppose. Summary judgment was granted as to all claims against the firm's client, and as to all cross-claims asserted against the tenant, thereby obligating the co-defendant tenant to pay the attorney's fees incurred on behalf of the firm's client in defending the claim.

Shapiro, Del Gatto, and Kim Obtain Summary Judgment for Commercial Tenant in Trip-and-Fall Case with Proactive Motion Practice

Beata Shapiro (Partner-Boston, MA), Brian Del Gatto (Partner-Phoenix, AZ), and Anne Kim (Associate-Boston, MA) defended a major national commercial tenant in a trip-and-fall case in the Suffolk County Superior Court in Boston. The plaintiff alleged that she fell on a sloped surface in the parking lot of the property after attending a ticketed event hosted by the firm's client, and asserted claims of negligence and failure to warn. The firm's client was added as a party to the case after discovery was conducted of the plaintiff and the co-defendants, the property owner, and the general contractor that installed the slope as part of an ongoing construction project at the site. Beata, Brian, and Anne moved for summary judgment as to all claims, before incurring the costs of answering the complaint or participating in discovery, on the grounds that the firm's client did not have control over the parking lot under the terms of the lease and had no notice of the presence of the slope. Summary judgment was granted as to all claims against the firm's client, over opposition, and the plaintiff has not appealed within the time permitted. This proactive approach saved the clients time and litigation expense and the possibility of a large damage award.

Shapiro and Kim Secured Dismissal Based on FAAAA Preemption

Beata Shapiro (Partner-Boston, MA) and Anne Kim (Associate-Boston, MA) obtained dismissal in the Fifteenth Judicial Circuit Court of all claims against Wilson Elser's client, a shipper of cargo, arising out of a fatal motor vehicle accident in the course of the interstate shipment. The decedent's estate alleged that the shipper was negligent in arranging for the shipment of goods and vicariously negligent and in a joint venture with the motor carrier involved in the accident. Beata and Anne argued the still-novel theory that all of the tort claims against the shipper were preempted by the Federal Aviation Authorization Administration Act, 49 U.S.C. §§ 14501, et seq. (the FAAAA), despite another Florida

state court having recently held that FAAAA preemption does not preempt claims against a freight broker arising in a wrongful death case, and that no Florida court and only two Ohio federal courts and one Wisconsin federal court had previously examined the issue of whether claims against a shipper for personal injury or wrongful death are preempted by the FAAAA. The court granted dismissal, finding the current and majority thinking on FAAAA preemption in general as reflected in the Seventh and Eleventh circuit court decisions to be persuasive authority in favor of preemption and finding that the Ninth Circuit decision finding that the safety exception under FAAAA to save the claims to be incorrect in applying a presumption against preemption and in too broadly applying the safety exception.

Shapiro, Kim and Del Gatto Obtain Dismissal That Expands Case Law on FAAAA Preemption of State Law Claims

Beata Shapiro (Partner-Boston, MA), Anne Kim (Associate-Boston, MA) and Brian Del Gatto (Partner-Phoenix, AZ) obtained dismissal of a suit claiming more than \$3 million in damages for theft of a shipment of cell phones in the U.S. District Court, Southern District of Florida based on federal preemption of state law claims under the Federal Aviation Administration Authorization Act (FAAAA), and on the plaintiff's failure to sufficiently plead a breach of contract claim. The decision is particularly significant in that it expands case law on FAAAA preemption to apply to claims against non-brokers and non-motor carriers to any party that is involved in the arrangement for transportation of cargo, such as shippers. Our client had a contract with the shipper to provide warehousing services and occasionally arrange for outbound transportation of its customer's goods. Our client hired a freight broker to arrange the shipment with a motor carrier, and the broker hired a motor carrier to transport it. That motor carrier hired another motor carrier. The shipment was stolen while in the possession of the second motor carrier. On motion, Beata, Anne and Brian argued that the FAAAA's explicit preemption applies to the negligence claim against our client, even though our client was not a broker or a motor carrier, because such claims would seek to indirectly regulate the prices, routes and services of brokers and motor carriers. The court granted the motion, finding that the negligence claim by the plaintiff seeks to indirectly regulate the prices, routes and services of motor carriers and brokers, and is therefore preempted under FAAAA. In dismissing the breach of contract claim as well, the court determined that the plaintiff cannot merely argue that just because the cargo was stolen, our client must have breached the contract. The court further held that the dismissal was with prejudice and that the plaintiff could not seek to amend the complaint.