



Laura J. Ellenberger

Partner

laura.ellenberger@wilsonelser.com

Denver, CO – 303.572.5305

Laura Ellenberger handles commercial litigation matters and has a broad legal practice defending general liability claims, construction/construction defect, product liability including toxic torts, transportation, complex aviation matters, and employment and general liability claims. Laura concentrates her practice in civil litigation defense, representing businesses and individuals, focusing on premises liability, motor vehicle accidents and construction defect defense. She also has experience in toxic tort litigation, general corporate defense, and advising businesses and individuals in all stages of disputes.

Before joining Wilson Elser, Laura worked at a general practice firm in Colorado, where she gained substantial experience in both litigation and transactional deals in Colorado.

Education

- University of Colorado Law School (J.D., 2011)
- Drexel University (B.S. in Business Administration, 2006)
 - magna cum laude

Bar Admissions

- Colorado

Court Admissions

- U.S. Court of Appeals, Tenth Circuit
- U.S. District Court, District of Colorado

Services

- Alternative Dispute Resolution
- Appellate
- Commercial Litigation
- Complex Tort & General Casualty
- Construction
- Directors & Officers Liability
- Intellectual Property & Technology
- Insurance & Reinsurance Coverage
- Transportation

Professional Affiliations

- Colorado Bar Association

Awards & Honors

- Selected for inclusion in *The Best Lawyers in America® Ones to Watch™*, 2024-2025
- Selected for inclusion in *The Best Lawyers in America®*: Ones to Watch in the area of Commercial Litigation, 2021-2023
- Selected for inclusion as Top-Rated Business Litigation Attorney, Colorado *Super Lawyers* Rising Stars, 2018-2022

Client Wins

Ellenberger, Yvars & Bakula Challenge Causation and Credibility to Secure Pre-trial Dismissal

The Denver, Colorado, team of Laura Ellenberger (Of Counsel), Chris Yvars (Partner), and Benjamin Bakula (Associate) secured a complete pre-trial dismissal in a case where the plaintiff initially demanded \$5 million for alleged injuries from a claimed hit-and-run accident involving a delivery van displaying the branding of a well-known international corporation. Although third-party video captured the incident, the team's investigation raised concerns that the accident may have been staged. Through aggressive discovery and proactive investigation, they uncovered the plaintiff's history of injury claims and identified strikingly similar allegations of injury. Armed with this evidence, they successfully challenged causation and credibility. The Denver District Court dismissed all claims before trial and ordered reimbursement of our client's defense costs.

Williams and Ellenberger Granted Summary Judgment in Breach of Contract Case

Ryan Williams (Partner-Denver, CO) and Laura Ellenberger (Of Counsel-Denver, CO) obtained summary judgment in a contract dispute matter brought in the U.S. District Court for the District of Colorado. The plaintiff, a salesperson hired by our client, a natural food products manufacturing company, alleged that he was entitled to commission payments following the termination of his services contract with our client. An offer letter stated that the plaintiff was entitled to a defined percentage of sales realized from client relationships he established. After termination of this contract, the plaintiff alleged entitlement to commission payments from this group of clients in perpetuity, arguing that the offer letter did not expressly state that commission payments were dependent on continued provision of services under the contract, but instead, were owed in perpetuity on any customers he generated for the client. Ryan and Laura filed for summary judgment, asking that the court determine, as a matter of law, that the offer letter could not reasonably be interpreted in this manner. The court agreed, finding that there was no evidence of a "meeting of the minds" on the duration of commission payments. As the prevailing party, the client is entitled to litigation costs.