



Vladyslava Victoria Turner

Associate

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Vladyslava Turner defends catastrophic claims and litigation that pertains to security, premises and transportation risks, including for national retailers, restaurant chains, hotels and fleet owners.

Prior to joining Wilson Elser, Vladyslava practiced in the areas employment defense, government defense and business litigation. She represented public entities (County of Los Angeles, the Los Angeles County Sheriff's Department, the Los Angeles Unified School District and the Metropolitan Transportation Authority). In addition, Vladyslava has experience with automobile liability and uninsured and underinsured motorist cases.

While in law school, Vladyslava was a certified clerk with the District Attorney's Office, Organized and General Crimes divisions, Grand Jury Division and Hardcore Gang Division. She also served as a clerk with the Non-Government Organizations Housing Rights Center.

Education

- Southwestern University School of Law (J.D.)
 - Vice President, Federal Bar Association (Southwestern Chapter)
- Vinnitsa State Pedagogical University, Ukraine (M.A., Foreign Languages Department)

Bar Admissions

- California

Professional Affiliations

- American Bar Association

Services

- Complex Tort & General Casualty
- Commercial Litigation
- Employment & Labor
- Admiralty & Marine

- Los Angeles County Bar Association
- Italian American Bar Association

Languages

- Hebrew
- German
- Russian
- Ukrainian

Client Wins

Felder and Turner Obtain Dismissals of Canadian Clients in U.S. Federal and State Courts

Otis Felder (Partner-Los Angeles, CA) and Vladyslava Turner (Associate-Los Angeles, CA) obtained dismissals of prominent Canadian clients based on key issues concerning lack of personal jurisdiction and proper service under Hague Convention.

- In the first case., the U.S. District Court for the Central District of California granted a motion to dismiss against a Canadian ground handler, determining that the company lacked sufficient ties to California to justify personal jurisdiction. The plaintiff alleged that an employee of the ground handler contractor caused her injury at the Vancouver Port, but the court found that it was not bound by the forum selection clause in the cruise line's passenger contracts. In addition, the plaintiff had failed to show she complied with properly serving the Canadian entity as required by the Hague Service Convention.
- In the second case, the Los Angeles Superior Court granted a motion to quash service of summons as to two Canadian entities allegedly involved in sponsoring a virtual reality event where the plaintiff says he lost his balance and fell. The court ruled that the service of summons on these defendants in Canada failed to comply with the Hague Service Convention, rendering it invalid.

These rulings highlight the complexity of jurisdictional challenges in cross-border litigation and the necessity of adhering to proper legal procedures when attempting to bring Canadian defendants into U.S. courts.

Felder and Turner Obtain Summary Judgment on Superseding Cause Exonerating Jet Ski Rental Company in Multimillion-Dollar Wrongful Death Case

Otis Felder (Partner-Los Angeles, CA) and Vladyslava Turner (Associate-Los Angeles, CA) secured summary judgment and exoneration for a jet ski rental company before the U.S. District Court for the Southern District of California in San Diego. This significant victory stems from a wrongful death, survival and personal injury case resulting from an allision involving a rental jet ski operator and another jet ski, ultimately leading to the death one of the operators. In this case, the rental company initiated proceedings in federal court, seeking either exoneration or limitation of its liability to the value of the jet ski.

Notably, the court ruled that as the case fell under its admiralty jurisdiction, federal general maritime law governed, and California state law could not supplement the issue of whether the renters had a contractual duty to defend the rental company. The court's decision highlighted that under admiralty law, the claimants failed to provide evidence supporting a claim for negligent entrustment, demonstrating that the rental company knew or should have known that one of the renters would recklessly use the rented jet ski contrary to their experience. The ruling also emphasized that the rental company was not required to warn of the evident dangers of operating a jet ski. Additionally, the court deemed the renters' intentional actions as a superseding cause, as their reckless operation, violation of navigation rules and terms of the rental agreement were unforeseeable as a matter of law. While the court exonerated the rental company from liability, it acknowledged that there were existing factual issues regarding whether the company would be entitled to indemnification for its defense expenses.

Felder and Turner Obtain Summary Judgment in Premises Liability Suit

Otis Felder (Partner-Los Angeles, CA) and Vladyslava Turner (Associate-Los Angeles, CA) obtained summary judgment in a case where the plaintiff/workman fell from a roof and sued our client property owner and property manager claiming an unsafe condition. Following his five-story fall, the workman was hospitalized for months and, although he received workers' compensation benefits, claimed millions of dollars in medical expenses, loss of income, and pain and suffering. The case was originally removed to federal court then voluntarily dismissed only to be re-filed in state court, adding defendants, to prevent federal jurisdiction. After filing for summary judgment based on the Privette Doctrine, a judicially created prohibition against suing a property owner when an employee of an independent contractor suffers an injury during the course and scope of work, Vlada and Otis convinced the LA Superior Court that the plaintiff could not meet his burden in this case as the uncontroverted testimony showed that the edges of the roof had no protective parapet and presented an open and obvious risk of which the plaintiff's supervisor and employer should have been aware. The court agreed finding there was no evidence supporting the plaintiff's claims. The Court noted that when a person or organization hires an independent contractor, the hirer presumptively delegates to the contractor the responsibility to do the work safely. Once the presumption arises, the burden shifts to the plaintiff to raise a triable issue of fact as to whether one of the exceptions to the Privette Doctrine applies, and if it cannot, the defendant is entitled to summary judgment.