LCW LIEBERT CASSIDY WHITMORE

Christopher Fallon

Associate

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Christopher provides representation and legal counsel to public sector clients and focusing on school districts in matters pertaining to business and facilities including general business contracts, construction contracts and litigation.

Prior to joining LCW, Christopher's practice focused on the areas of transactional and contract work as well as complex civil litigation, including construction litigation. His experience includes drafting, advising clients on, and negotiating all types of contracts, including architect, construction management and program management agreements, requests for qualifications, requests for proposals, prequalification documents, leases, joint use agreements, and public bidding and construction documents. Christopher also has extensive experience advising clients on the handling of stop notices, bid protests, and other construction related issues, as well as numerous property issues such as disposing of surplus property.

Christopher is also a LEED (Leadership in Energy & Environmental Design) Green Associate.

Education

JD, University of San Diego School of Law
BS, Villanova University

Legal Expertise

Business and Facilities
Education Law
Retirement

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Representative Matters

Business and Facilities:

Merced Community College District - Sale of Surplus Property (2012) - Effected a successful sale of surplus property for over seven figures for the Merced CCD. MCCD sold the surplus property to a local K-12 school district. We prepared the necessary Board resolutions and findings permitting the District to sell the surplus property directly to another public entity. Upon approval by the Board we prepared and negotiated the purchase agreement. During escrow we assisted the District in producing the appropriate documentation and handled issues that arose during the transaction, including the need to have a Board approved amendment to the purchase agreement. Escrow closed on time and the District promptly received payment for the sale.

Lease Finance:

Lease Purchase Merced CCD (2011) - Acted as District Counsel for $3.1 million lease purchase transaction. The project was extensive energy conservation measures throughout campus.

Affiliations

California Council of School Attorneys

Publications

Schools Can and Should Control Artificial Turf , June 2013

Environmental Impact Reports Must Consider Feasible Alternatives, May 2013

Arbitration Award Finding Unlicensed Contractor Did Not Violate Statutes Prohibiting Unlicensed Construction Work Is Reviewable., April 2013

Project Owners Can Be Liable For Injuries To Third Parties For Patent Defects Not Discovered Prior To Acceptance Of The Project, January 2013

A Party May Recover Attorney Fees If It Prevails On A Contract Claim Even If The Other Party Recovered Greater Relief In The Overall Action, January 2013

Public Entity May Only Condemn Land For A Private Use If Eminent Domain Proceedings Leave Real Property Without Access To A Public Road, December 2012

Appraiser's Opinion Of Property Value In Eminent Domain Proceeding That Is Based On The Value Of Different Property Is Inadmissible., October 2012, with Randy Parent

The Common Law Release Rule Permitting Non-Settling Jointly Liable Parties To Be Released Upon Another Party's Settlement Is No Longer Followed In California., October 2012

A Fence Does Not Establish A True Property Boundary Despite Decades of Acquiescence Between The Neighboring Property Owners, September 2012

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Owner Not Liable For Independent Contractor's Injuries Unless It Was Negligent, August 2012

Property Owners Are Permitted To Present Evidence Of Reasonable Permanent And Temporary Severance Damages In Eminent Domain Actions, July 2012

District Cannot Recover Attorney Fees in a Stop Notice Action Under Civil Code Section 3186, April 2012

Contractual Arbitration Provisions Must Clearly Refer to Applicable Arbitration Rules and Can Only Impose Attorneys' Fees if they are Recoverable in Court, March 2012

Public Entities May Enter Into Project Stabilization Agreements That Require An Apprenticeship Program, *CASBO News*, October 2011, with Randy Parent

Public Entity's Policies For Timely Claims Presentation By Another Public Entity Cannot Re-quire A Shorter Presentation Time Frame Than The Government Claims Act, October 2011

JPAs Are Not Insurers For Purposes Of Applying Subrogation Rules Between JPA And Commercial Insurers, *CASH Register*, July 2011, with Randy Parent

Presentations

Top 10 Tips for a Trouble-Free Construction Project - Liebert Cassidy Whitmore - June 25, 2013

Cutting Edge School Facilities: Going Green, Innovation and Litigation Trends - National School Boards Association (NSBA) Annual Conference - San Diego - April 13, 2013

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