



# Scott Norton

OF COUNSEL

TEL 213.955.9240  
EMAIL [snorton@willenken.com](mailto:snorton@willenken.com)  
FAX 213.955.9250

## Scott's Biography

Scott Norton brings a rare suite of skills to his practice: the ability to disembroil seemingly intractable legal issues and formulate precise answers that cut through the complexity. He honed these skills over more than 30 years of litigation practice and his varied professional experiences in business and law.

Scott has represented clients of all sizes in diverse industries ranging from entertainment, media, and technology, to financial services, manufacturing, utilities, and real estate. Drawing from these experiences, Scott naturally considers complex legal issues from a comprehensive perspective that considers all sides of the situation—not just the legal requirements but also his clients' business interests and public relations. This approach allows him to forge innovative solutions and arguments. At Willenken, Scott plays a key role in helping to frame core case theories and themes for trials, drafting major briefs and motions, and charting out litigation strategies—particularly in cases involving highly complex legal issues and challenging factual scenarios.

Scott has contributed to major victories for the firm's clients, as illustrated in [a case involving one of the country's largest investor-owned utilities](#). This company retained Willenken to prosecute a multimillion-dollar breach of contract, fraud, and breach of warranty case against a polyethylene pipe manufacturer for supplying defective underground pipes. After Scott developed the foundational theory of liability in the case based on the doctrine of "shaken faith," which was then validated by

## Education

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Loyola Law School, Los Angeles, J.D.,  
1985

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Occidental College, B.A., 1981

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## Bar Admissions

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Admitted to the State Bar of California

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United States Court of Appeals for the  
Ninth Circuit

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United States District Court for the  
Central District of California

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the court, the manufacturer agreed to settle the matter and pay the client nearly 100% of the demanded compensatory damages.

In another prominent case, Scott's methodical approach was essential to secure a victory for one of the largest drug store chains in the U.S. **A nationwide pharmacy chain was sued by a landowner** for breach of contract after failing to open a store in a retail development. Scott meticulously analyzed and parsed the contractual language, constructing a limitation on damages defense that ultimately convinced the court to grant Willenken's motion for summary judgment and award the client prevailing party attorney's fees. Scott then crafted the winning brief that defended this victory on appeal.

Prior to joining Willenken, Scott spent over a decade litigating at Morgan, Lewis & Bockius LLP. He concurrently serves as corporate counsel to a multimillion-dollar privately-held company. His passion for film, which translates to an occasional side-job as an actor, led to his close involvement with the Independent Filmmaker Project in securing funding for young filmmakers.

## Cases

The following is a representative sample of Scott's casework:

- ***Nation's Largest Investor-Owned Utility v. World's Largest Polyethylene Pipe Manufacturer***. Retained by one of the country's largest investor-owned utilities to prosecute a multimillion-dollar breach of contract, fraud, and breach of warranty case against a polyethylene pipe manufacturer for supplying defective underground pipes that spanned several miles in aggregate length. Proving the defect presented a unique challenge, however, because the client only had on-hand less than 100 feet of the defective pipes; the remainder were already installed underground, and the cost to excavate them was prohibitive. Scott helped to develop the foundational theory of liability in the case that neutralized the evidentiary deficiency. Specifically, the theory was based on the "shaken faith" doctrine, which holds that when a manufacturing process is demonstrably defective, the burden of proof may be shifted to the manufacturer to show that particular products generated from the flawed process were not defective. After the court validated this liability theory in a series of pretrial motions, it became clear to the manufacturer that it could not, as a matter of law, defeat liability or meaningfully limit its scope. As a result, the manufacturer agreed to settle the matter and pay the client nearly 100% of the compensatory damages that it demanded.

## Practice Areas

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Complex Commercial Litigation

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Product Liability

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Real Estate

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- *Retail Landowner v. Nationwide Pharmacy Chain*. Represented the firm's client, a nationwide pharmacy chain, in a suit by a landowner for breach of contract for failing to open a store in a retail development. The landowner sought damages in the high seven-figures, claiming that the absence of an anchor store at the locale resulted in overall business losses across the entire development. The contract clearly required that a pharmacy be built and opened at the location. However, Scott, along with other Willenken team members, methodically analyzed and parsed the contractual language and constructed a limitation on damages defense, arguing that the parties' agreement waived consequential damages and restricted damages exclusively to the loss of rent. The client had continued to make its rent payments, so rent was never at issue in the lawsuit. Willenken then filed a motion for summary judgment on the ground that the landowner had suffered no recoverable damages. While the motion was pending, the client made a further substantial settlement offer. The landowner rejected that offer, insisting that it was entitled to the far larger consequential damages that it demanded. The landowner guessed wrong: the court granted Willenken's motion for summary judgment, and the order was affirmed on appeal. In no small part due to Scott's ingenious analysis (and subsequent appellate brief), the outcome was extremely favorable for the client. By winning summary judgment, the client completely prevailed on the lawsuit and was even awarded prevailing party attorney's fees. Rather than obtaining a substantial settlement, the plaintiff owed Willenken's client about \$600,000 in attorneys' fees—a complete reversal of fortune.

## Professional Affiliations

- *Los Angeles County Bar Association Lawyer Referral Service*, *Member*
- *Alliance for Children's Rights*, *Volunteer*
- *Independent Filmmaker Project*, *Volunteer*



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