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RESOLUTION

HON. HALIM DHANIDINA CASE LIST

WAGE & HOUR

O'Brien v. Sajahtera, Inc.

11/20/2018

2018 WL 6064839

Plaintiff appealed a judgment in favor of employer after trial court denied plaintiff's petition to vacate an arbitration award involving plaintiff's misclassification claims. Arbitrator found plaintiff was properly classified as an exempt employee as a sommelier and learned professional. Court affirmed the judgment, holding that plaintiff's arguments were improper attempts to repackage the arbitrator's purportedly erroneous factual findings and legal conclusions as actions in excess of the arbitrator's authority in order to challenge the award under Code of Civil Procedure section 1286.2(a)(4).

Del Rosario Martinez v. Ready Pac Produce, Inc.

11/20/2018

2018 WL 6064948

Employee sued employer after she was allegedly terminated because of her age. The trial court denied employer's motion to compel arbitration on the grounds that the arbitration agreement was unconscionable because it included a provision waiving the right to participate in any representative action, including a class action suit that was pending at the time employee signed the agreement. Court reversed the order, holding that, while arbitration was procedurally unconscionable because it conditioned employee's continued employment on signing, it was not substantively unconscionable because class action waivers are generally enforceable and the waiver of the pending class action did not preclude employee from arbitrating similar individual claims.

Oliveros v. Lee

1/18/2019

2019 WL 258108

Defendants appealed from a judgment enforcing the terms of a settlement agreement under Code of Civil Procedure 664.6 between defendants and employee who complained of various wage and hour violations. Court affirmed the judgment, finding substantial evidence supported the trial court's finding that there was no duress or undue influence given defendants knew about the underlying lawsuit well in advance of being served with the complaint and, employee's counsel repeatedly advised defendants to seek advice of counsel, and employee's counsel was not acting as a neutral mediator when he informed defendants about employee's claims.

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Ward v. Tilly's, Inc.

2/4/2019

31 Cal.App.5th 1167

Clerk brought putative wage and hour class action against store employer, alleging that store employees were due reporting time pay for on-call shifts or call-in shifts in which employees contact stores before start of shift to determine whether they were needed. The trial court sustained employer's demurrer and employee appealed. Court reversed judgment of dismissal, holding if an employer directs employees to present themselves for work by telephoning the store two hours prior to the start of a shift, then wage order's reporting time requirement is triggered by the telephonic contact.

Yan v. TTS (USA) Traveling Co. Ltd.

3/8/2019

2019 WL 1089957

Defendant employer appealed from a judgment in favor of employee and awarding her fees and costs after employee appealed a decision by the labor commissioner and received a trial de novo. Court reversed in part and affirmed in part the judgment, holding that Labor Code section 98.2 is the exclusive statute authorizing an award of attorney's fees and costs to a prevailing employee following the employee's appeal from the labor commissioner's statement of decision, and that it is a one-way fee-shifting provision that does not authorize attorney's fees for a prevailing appellant, even when the appellant is the employee.

Kensington Caterers, Inc. v. Iwuchuku

3/26/2019

2019 WL 1349474

Plaintiffs sued defendants, alleging wrongful termination in violation of public policy, as well as statutory claims under the Labor Code and under the Fair Employment and Housing Act (FEHA). Plaintiffs obtained default judgments against each defendant. Plaintiffs assigned their judgments to a collections company that obtained writs of execution. The collections company levied on defendants' accounts and then assigned and transferred all rights, title, and interest in judgments back to plaintiffs. Subsequently, defendants moved to set aside the default judgments, alleging the judgments were obtained by fraud. Plaintiffs and their counsel filed a special motion to strike, contending the cross-complaint was barred by the litigation privilege. Court denied the motion and plaintiffs appealed. Court affirmed the order, holding defendants' attempts to restore the seized funds after the default judgments were vacated and after the trial court ordered the funds returned did not arise from protected activity, and the allegations of the initial litigation merely provided context to defendants' claims for conversion and unjust enrichment.

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Mostafavi v. Serratos

5/28/2019

2019 WL 2265347

An attorney appealed from a judgment entered after the trial court confirmed a binding arbitration award against him in a dispute over the amount of attorney fees and costs he charged his former clients. Attorney had represented former clients in a wage and hour action against their former employer. On appeal, attorney challenged the court's order compelling arbitration, arguing he did not agree to arbitrate any dispute over fees and costs attributable to his defense of cross-claims filed against defendants. Court affirmed order, holding that attorney agreed to arbitrate fee disputes involving work performed by him related to former client's cross-claims because he executed a guarantee amendment and was a third-party beneficiary to the retainer agreement.

Gonzalez v. Lucky Seven Dragons, Inc.

6/19/2019

2019 WL 2521904

After receiving an adverse decision from the California Labor Commissioner on his complaint for unpaid wages, plaintiff appealed to the superior court under Labor Code section 98.2(a). After a trial de novo, the superior court also ruled against him and awarded statutory attorney fees to his former employer. Gonzalez appealed from the judgment following the bench trial and from the order awarding attorney fees. Court affirmed the judgment and order, holding plaintiff failed to demonstrate error on appeal given that he cited to employer's exhibits that were not included in the clerk's transcript and his own exhibits which were rejected by the trial court. Further, the Court found the trial court did abuse its discretion in awarding employer attorney fees given that plaintiff's appeal was unsuccessful and the trial court was required to assess costs against plaintiff for the reasonable amount of attorney fees and the motion for attorney fees was timely under California Rule of Court 3.1702(b).

Rodriguez v. Lawrence Equipment, Inc.

2/26/2020

2020 WL 913807

Plaintiff appealed from a judgment confirming an arbitration award in favor of his former employer. Plaintiff alleged various violations of the Labor Code for failure to pay all wages, failure to pay overtime wages, failure to pay wages for inadequate meal and rest breaks, failure to provide accurate wage statements, and claims for civil penalties and wages under the Private Attorneys General Act (PAGA). Court affirmed the judgment, holding judicial review of the award was properly limited by the agreement and the award was not otherwise subject to additional review given plaintiff was given a thorough hearing on the merits of his wage-and-hour claims.

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McPherson v. EF Intercultural Foundation, Inc.

4/1/2020

47 Cal.App.5th 243

Exempt former employees brought action against former employer seeking payment of unused vacation time. The trial court entered judgment in favor of employees and employer appealed. Court affirmed in part and reversed in part the judgment, holding employer's purported unlimited vacation policy had implied limit; employer did not expressly convey the "unlimited" nature of its paid time off policy for managers, and thus unused vacation time potentially vested; and non-resident employee did not have right under California law to payment of unused vacation time after termination.

Port Medical Wellness, Inc. v. Connecticut General Life Insurance Company

5/10/2018

24 Cal.App.5th 153

Plaintiff sued welfare plan, seeking payment for health care services provided to persons eligible for benefits under the plan. The trial court granted summary judgment in favor of defendants. Court affirmed judgment, holding plaintiff's claims for breach of implied-in-fact contract, intentional misrepresentation, and quantum meruit were conflicted preempted under Employee Retirement Income Security Act of 1974 (ERISA). Further, plaintiff failed to create a triable issue of material fact on its remaining claims for unfair competition Business and Professions Code section 17200 and intentional interference with prospective economic advantage because there was no evidence that defendants intentionally withheld payment on valid claims.

Kivorkian v. Star Insurance Company

10/26/2018

2018 WL 5306921

Plaintiff suffered personal injuries in an automobile accident and made a claim to his insurer. Plaintiff then demanded arbitration under the uninsured motorist provision of his policy and claimed his damages exceeded \$1,000,000. The arbitrator awarded plaintiff \$70,000 and plaintiff petitioned to vacate the award on the ground that the insurer engaged in misconduct to procure it. After trial court dismissed the petition, plaintiff filed a bad faith action against insurer, which was dismissed. Court affirmed the dismissal, holding the finality of judgments doctrine precluded plaintiff's claims based on insurer's misconduct in connection with the arbitration and constituted an impermissible collateral attack on the arbitration award.

Barnes v. State Compensation Insurance Fund

11/19/2019

2019 WL 6167135

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Plaintiff appealed from separate judgments entered after the trial court sustained the demurrer of defendants Workers' Compensation Appeals Board and the trial court granted the motion for judgment on the pleadings by defendant City of Long Beach. Plaintiff also appealed from the trial court's minute order sustaining the demurrer of State Compensation Insurance Fund. Plaintiff's complaint alleged defendants engaged in fraud and conspired to deprive him of the benefits of a workers' compensation award he originally received in 1982. Court affirmed the judgment and order, concluding the trial court properly found it lacked jurisdiction to hear plaintiff's complaint. Further, the trial court properly sustained the Workers' Compensation Appeals Board's demurrer without leave to amend on immunity grounds and properly granted the City's motion for judgment on the pleadings based on plaintiff's failure to allege compliance with the claim presentation requirement.