

# SIGNATURE

## RESOLUTION

### HON. TRICIA BIGELOW CASE LIST

#### **Business/Commercial**

##### *Aghaian v. Minassian II*

5/24/2021

64 Cal.App.5th 603

Trustees brought action against trustors' friend that trustors had granted power of attorney to reclaim property in Iran and who was replaced by a special administrator of estate following his death. The complaint alleged friend had conspired to steal trustors' properties in Iran and defraud them and asserted claims for unjust enrichment and money had and received. Following a bench trial, the trial court determined that friend had been unjustly enriched and entered judgment in trustees' favor for \$34 million. Friend appealed, arguing trial court should have granted his inconvenient forum motion.

##### *Holistic Supplements, LLC v. Stark*

3/2/2021

61 Cal.App.5th 530

Limited liability company operating a medical marijuana dispensary and LLC's member brought action asserting claims for conversion, unfair competition, and declaratory relief based on a former member's alleged conversion of the LLC to a corporation and then a mutual benefit corporation in his name. After jury decided single claim of conversion in corporation's favor, the trial court granted nonsuit to defendants on remaining claims. Plaintiffs appealed, arguing nonsuit was improper and the trial court committed prejudicial instructional error on the conversion claim decided by the jury.

##### *Dalessandro v. Mitchell*

12/17/2019

43 Cal.App.5th 1088

In effort to collect a judgment, creditor brought postjudgment motion to compel debtor to produce documents. The trial court denied the motion and imposed sanctions against creditor's counsel for discovery abuses. Creditor and counsel appealed, arguing debtor was required to bring separate motion for sanctions, which would have allowed creditor a safe harbor of 21 days to withdraw the noncompliant motion, and debtor's counsel failed to meet and confer before filing the motion.

##### *United Farmers Agents Assn., Inc. v. Farmers Group, Inc.*

2/22/2019

32 Cal.App.5th 478

Trade association for insurance agents sued insurers, seeking a declaratory judgment regarding provisions in agent appointment agreements between the agents and the insurers. Following a

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bench trial, the trial court entered judgment for insurers. Association appealed, arguing association had standing to pursue claims related to office locations and performance standards in individual agent agreements; the association had standing to bring an unconscionability claim; the association had standing to pursue a claim that the agreements precluded insurers from sharing with competitors customer information acquired by agents; and agreements precluded insurers from terminating an agency based on dissatisfaction with agent's office location or failure to meet performance standards.

*SingerLewak LLP v. Gantman*

7/29/2015

241 Cal.App.4th 610

Accounting firm petitioned to confirm an arbitration award against a former partner. The trial court denied the petition. Firm appealed, arguing the arbitrator did not exceed his powers in enforcing accounting firm's non-compete agreement with the former partner and judicial review of arbitration award was unavailable.

*MacQuiddy v. Mercedes-Benz USA, LLC*

1/2/2015

233 Cal.App.5th 1036

Automobile owner sued manufacturer under the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act following multiple unsuccessful repair attempts, seeking a refund for the car and a civil penalty for the alleged willful violation of the Song-Beverly Act. After manufacturer admitted liability and stipulated to a restitution amount, the trial court entered judgment on jury verdict for manufacturer on a willful violation claim. Owner appealed, arguing the trial court erred in denying his motion to compel discovery responses and in granting a protective order that prevented him from taking two depositions of "persons most knowledgeable." He further challenged the denial of his motion for costs.

*Oak Springs Villas Homeowners Assn. v. Advanced Truss Systems, Inc.*

6/14/2012

206 Cal.App.4th 1304

Homeowners' association (HOA) sued developers, a roof subcontractor, a roof material supplier, and an engineering firm for construction defects. Developers cross-complained against the roof subcontractor and the roof material supplier for indemnity. HOA settled with the roof subcontractor, engineering firm, and developers. The trial court determined that developers' settlement was in good faith. Material supplier appealed, arguing a party has standing to appeal from an order determining a settlement to be in good faith if the settlement results in the dismissal of its cross-complaint for indemnity as to the settling defendant or tort-feasor.

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*American Honda Motor Co., Inc. v. Superior Court*

9/29/2011

199 Cal.App.4th 1367

Car owner sued car manufacturer alleging violations of the Song-Beverly Consumer Warranty Act, breach of warranty, and unfair business practices. Car owner moved to certify a class of car owners who had purchased or leased models of a car that had not had a re-designed third gear set installed. The trial court certified the class. Car manufacturer filed a petition for a writ of mandate, arguing car owner was not entitled to class certification of his breach of warranty claims, and car owner was not entitled to class certification of his unfair business practices claims.

*Cowan v. Krayzman*

6/20/2011

196 Cal.App.4th 907

Attorney sued client for breach of contract. The trial court entered default judgment, issued a tentative ruling denying client's motion to vacate the default, refused to recognize client's purported withdrawal of the motion to vacate and filing of a second version of the motion, and adopted its tentative ruling denying the first version of the motion to vacate as its final order. Client appealed, arguing he never received a ruling on the merits of his motion to vacate, the evidence was insufficient to support the finding that attorney conduct did not cause client's default, and the trial court abused its discretion by refusing to allow client to withdraw his first motion to vacate default.

*Cohen v. DIRECTV, Inc.*

9/28/2009

178 Cal.App.4th 966

Satellite television subscriber sued satellite broadcasting company for false advertising regarding the quality of the broadcasting company's high definition transmissions, alleging violations of the Consumers Legal Remedies Act (CLRA) and the Unfair Competition Law (UCL). Company moved to compel arbitration under clause in customer agreement that precluded class arbitration. The trial court denied the motion, which was affirmed on appeal. On remand, the subscriber moved for class certification, which was denied. Subscriber appealed, arguing there was an ascertainable class of high definition subscribers that could be determined by broadcasting company's account records, and commonality existed even though subscribers' legal rights varied from state to state.