

SIGNATURE

RESOLUTION

HON. TRICIA BIGELOW CASE LIST

Class Action

Edwards v. Heartland Payment Systems, Inc.

11/30/2018

29 Cal.App.5th 725

Employee filed class action against employer for wage and hour violations. After entering into a proposed class action settlement, the employee amended the complaint to include claims by other employees in a subsequent class action that alleged similar wage and hour violations. The trial court denied the other employees' motions to intervene. Proposed interveners appealed, arguing they were entitled to mandatory intervention, and the trial court abused its discretion in denying permissive intervention.

Schoshinski v. City of Los Angeles

3/14/2017

9 Cal.App.5th 780

Customers brought class action against city, alleging the city unlawfully charged a trash disposal fee to customers living in multi-unit dwellings who received no trash disposal services. Following settlement of claims, the trial court granted city's motion for summary judgment, but permitted the customers to amend the complaint to add two new named plaintiffs. City again sought summary judgment. The trial court found new plaintiffs had no standing, their claims were moot, and granted summary judgment in favor of the city. New plaintiffs appealed, arguing claims raised by new plaintiffs following settlement of class action were not moot, and the "pick off" exception to mootness applied to the new plaintiffs' claims.

Alexander v. Farmers Ins. Co., Inc.

9/23/2013

219 Cal.App.4th 1183

Homeowners sued insurer for illegal adjusting practices after they suffered partial fire losses to homes and personal belongings and insurer failed to comply with the statutory method for determining actual cash value for a partial loss in a fire. The trial court denied insurer's motion to compel an appraisal of the claims. Insurer appealed, arguing trial court had no discretion to defer insurance appraisal and court could not defer appraisal pending a judicial declaration as to a statute's meaning.

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. The car owner moved to certify a class

SIGNATURE

RESOLUTION

of car owners who had purchased or leased models of car that had not had a re-designed third gear set installed. The trial court granted the motion. 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.

Futrell v. Payday California, Inc.

12/16/2010

190 Cal.App.4th 1419

Worker brought class action against payroll processing company operating in the local television commercial production industry, alleging violations of sections of the Labor Code and the federal Fair Labor Standards Act (FLSA) by failing to pay overtime for worker's crowd control services that he performed during a shoot. The company moved for summary adjudication, arguing it was not worker's "employer." The trial court granted company's motion. Worker appealed, arguing payroll companies can be employers, employees can have more than one employer, payroll company was worker's employer because it performed employer functions, and the company exercised significant control over the worker's wages and hours.

Cohen v. DIRECTV, Inc.

9/28/2009

178 Cal.App.4th 966

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