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HON. TRICIA BIGELOW CASE LIST

Insurance Coverage

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

2/22/2019

32 Cal.App.5th 478

Trade association for insurance agents sued insurers for declaratory relief regarding the provisions of agent appointment agreements between the agents and insurers. Following a bench trial, the trial court entered judgment for insurers. Association appealed, arguing it had standing to pursue claims related to office locations and performance standards as stated in individual agent agreements; it had standing to bring an unconscionability claim; it had standing to pursue a claim that the agreements precluded insurers from sharing customer information with agents' competitors; and the agreements precluded insurers from terminating an agency based on dissatisfaction with a particular agent's office location or failure to meet performance standards.

Alexander v. Farmers Ins. Co., Inc.

9/23/2013

219 Cal.App.4th 1183

Homeowners who suffered partial fire losses to homes and personal belongings sued homeowners' insurer for illegal adjusting practices, alleging 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.

Hodjat v. State Farm Mutual Automobile Ins. Co.

10/19/2012

211 Cal.App.4th 1

Insured owners of stolen automobile sued insurer for breach of contract and bad faith after insurer denied their claim. The trial court granted insurer's motion for summary judgment. Owners appealed, arguing trial court was required to give them a second chance at filing properly formatted evidentiary objections, and insurer was not justified in denying owners' claim based on owners' false statements and failure to cooperate in investigation.

Baker v. National Interstate Ins., Co.

12/30/2009

180 Cal.App.4th 1319

Assignees of insured's rights under commercial general liability policy sued insurer for breach of insurance contract and breach of the implied covenant of good faith and fair dealing. The trial

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court denied summary judgment for insurer, and entered judgment on special jury verdict for assignees. Insurer appealed, arguing “products-completed operations hazard” exclusion applied to claims for damages arising from insured's negligent inspection of a bus after a fatal accident in which the driver's seat broke loose from the floor.

Washington Mutual Bank v. Jacoby

11/24/2009

180 Cal.App.4th 639

Holder of deed of trust on property brought interpleader action, seeking to determine entitlement to insurance proceeds paid to the deedholder in excess of amount that was owing on deed of trust pursuant to the lender's loss payable endorsement in policy. Insurer and sheriff's sale purchaser of insured property filed cross-motions for summary judgment, each claiming an entitlement to proceeds. The trial court entered summary judgment in favor of insurer. Purchaser appealed, arguing he was the rightful successor in interest because he purchased the property at the sheriff's sale.