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HON. TRICIA BIGELOW CASE LIST

Real Estate

Aghaian v. Minassian II

5/24/2021

64 Cal.App.5th 603

Trustees sued trustors' friend that trustors had granted power of attorney to reclaim property in Iran and who was replaced by a special administrator following death. Trustees alleged that friend had conspired to steal trustors' properties in Iran and defraud them and asserted causes of action 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.

Starview Property, LLC v. Lee

10/17/2019

41 Cal.App.5th 203

Dominant tenement owner sued servient tenement owners, alleging breach of contract, specific performance, and injunctive relief arising from servient tenement owners' failure to sign a covenant in a breach of easement agreement, and subsequently added claims for breach of implied covenant of good faith, negligent and intentional interference with easement, and private nuisance. The trial court denied servient tenement owners tenement owners' anti-SLAPP motion as untimely. The servient tenement owners appealed, arguing the new causes of action in the amended complaint could not have been subject to the motion to strike even if they arose from protected activity that was alleged in the original complaint.

de la Carriere v. Greene

8/28/2019

39 Cal.App.5th 270

Borrower sued against lender, seeking to void a promissory note and deed of trust. Lender cross-complained for breach of the note. Following a bench trial, the trial court dismissed borrower's claims, found that borrower breached the note, and entered judgment in favor of the lender after subtracting usurious interest payments. Borrower and lender appealed. After lender voluntarily dismissed appeal, borrower filed motion for attorney fees incurred in lender's appeal. The trial court awarded appellate attorney fees to borrower. Lender appealed, arguing borrower was not entitled to appellate attorney fees under statute awarding attorney fees in addition to other costs to prevailing party in action on contract with attorney-fee provision; award of costs in connection with prior appeal did not conclusively establish borrower's entitlement to appellate attorney fees; lender's appeal was not separate matter for purposes of

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attorney-fee statute; and trial court lacked authority to impose sanctions upon party for pursuing a frivolous appeal.

Aghaian v. Minassian I

2/17/2015

234 Cal.App.4th 427

Heirs of grantor of powers of attorney covering properties in Iran sued the grantees for breach of fiduciary duty, accounting, and conversion. One of the grantees moved to stay the action under the doctrine of forum non conveniens. The trial court granted the motion to stay, finding the action would be more appropriately tried in Iran. Heirs appealed, arguing Iran was not a suitable alternative forum.

West Washington Properties, LLC v. Department of Transportation

10/10/2012

210 Cal.App.4th 1136

Property owner filed a petition for writ of administrative mandamus and complaint for inverse condemnation and damages. He challenged the California Department of Transportation's decision that an advertising display violated the Outdoor Advertising Act. The trial court sustained Department's demurrer. Property owner appealed, arguing evidence did not support Department's finding that advertising display was not lawfully erected, Department was estopped from enforcing provisions of Outdoor Advertising Act, and enforcement of Outdoor Advertising Act constituted a taking.

Nemecek & Cole v. Horn

7/23/2012

208 Cal.App.4th 641

Law firm petitioned to confirm an arbitration award in its favor against a former client for fees after the law firm's representation in a lot line dispute with his neighbor. The trial court confirmed the award and awarded attorney's fees. Client appealed, arguing arbitrator was required to disclose: his involvement with 186-member bar association committee; his alleged relationship with person who served as an expert witness; his employment at private firm which had represented certain clients in the area of legal malpractice defense; and that law firm's attorneys previously appeared before him in one case while he was a judge.

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

6/14/2012

206 Cal.App.4th 1304

Homeowners' association (HOA) sued developers, roof subcontractor, roof material supplier, and structural engineering firm for construction defects. Developers cross-complained against roof subcontractor and roof material supplier for indemnity. HOA settled with roof subcontractor, structural engineering firm, and developers, and the trial court found the

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settlement was in good faith. Material supplier appealed, arguing a party can appeal from an order determining a settlement is in good faith when it results in the dismissal of its cross-complaint for indemnity as to the settling defendant/tort-feasor.

Ginsberg v. Gamson

4/30/2012

205 Cal.App.4th 873

Commercial tenant sued landlord for breach of contract, intentional interference with use of premises, intentional infliction of emotional distress, fraud, conversion, injunctive relief, and trespass to chattel. Landlord cross-claimed for declaratory relief asking for a determination that tenants only had a right to a single lease extension and that tenants were holdover tenants. The trial court found the lease provided a series of options, and, following jury trial, entered judgment for tenants but struck award of punitive damages. Landlord and tenants both appealed. Landlord argued the trial court erred in concluding the lease gives the tenants the right to unlimited extensions of the lease and the trial court abused its discretion in issuing an injunction that exceeds the parties' rights and responsibilities under the lease. Tenants challenged the trial court's order striking the punitive damages award.

Santa Monica Properties v. Santa Monica Rent Control Bd.

2/16/2012

203 Cal.App.4th 739

Landlord petitioned for writ of administrative mandate challenging city rent control board's rent decrease decision and petitioned for writ of traditional mandate to compel board to adopt regulations establishing administrative remedies to be applied in the event board fails to issue a final decision in a rent adjustment proceeding within 120 days as required by the city charter. The trial court entered judgment for board. Landlord appealed, arguing reduction in hot tub and sauna service was insufficient to support any decrease in rent under rent control law, reduction in hot tub and sauna service was insufficient to support \$45 rent decrease under regulation authorizing rent decrease upon a decrease in "recreational facilities", and board had a duty to establish administrative remedy for failure to act.

Western States Petroleum Assn. v. Board of Equalization

1/19/2012

137 Cal.Rptr.3d 272

Association of petroleum producers sued State Board of Equalization (SBE) for declaratory relief challenging valuation formulas uniquely applied to petroleum refineries. The trial court granted summary judgment for association. SBE appealed, arguing adopted formula violated various requirements of the Administrative Procedures Act and it was inconsistent with constitutional and statutory law.

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Rogel v. Lynwood Redevelopment Agency

5/2/2011

194 Cal.App.4th 1319

Mobile home park residents sued redevelopment agency, challenging proposed plan to change park into townhomes. The trial court entered judgment on stipulated settlement agreement and awarded attorney fees to residents after applying a negative multiplier. Residents appealed, arguing trial court abused its discretion in applying a negative multiplier based on the trial court's determination that payment of attorney fees would not be the "better" use of agency's money and because of the prevailing attorneys' "pro bono" status.

Sakhai v. Zipora

12/21/2009

180 Cal.App.4th 593

After a water pipe burst in an apartment building and flooded the tenants' property, tenants sued several defendants for trespass and negligence. The trial court dismissed the case for delay in prosecution and later denied tenants' motion to set aside the dismissal. Tenants appealed, arguing trial court abused its discretion in dismissing the action on its own motion because it failed to give the parties 45 days' notice before a hearing on a discretionary dismissal under Code of Civil Procedure section 583.410.

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

Alberstone v. California Coastal Com.

12/29/2008

169 Cal.App.4th 859

Neighbors petitioned for writ of mandate, seeking to compel California Coastal Commission to consider de novo a landowner's application to develop a vacant beachfront lot. The trial court denied the petition. Neighbors appealed, arguing substantial issues were presented by their appeal to the Commission and that it erred by failing to hear them, and the development should not be permitted because it included a bulkhead and merged two lots.