

***Pending California Supreme Court Cases That MPP Is Tracking***

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## Attorney-Client

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
<p><b>Anti-SLAPP. Lawyer Advertising.</b> (1) Which party bears the burden of persuasion with respect to the applicability of the anti-SLAPP exemptions set forth in Code of Civil Procedure section 425.17, subdivision (c)? (2) Does Code of Civil Procedure section 425.17, subdivision (c) exempt from anti-SLAPP protection an advertisement by a lawyer soliciting clients for a contemplated lawsuit?</p> <p style="text-align: center;">* * *</p> <p>On 2/24/10, the court invited the parties to file supplemental briefs addressing the following question: Does the anti-LAPP exemption under Code of Civil Procedure section 425.17, subdivision (c), for a “statement or conduct . . . made in the course of delivering the . . . goods or services” of a person primarily engaged in the business of selling or leasing goods or services apply to any statement or conduct</p>	<p><b>Set for argument</b></p> <p>April 6, 2010</p> <p>Los Angeles</p>	<p><i>Simpson Strong-Tie Co. v. Gore</i>, S164174</p> <p><a href="#">162 Cal.App.4th 737</a></p> <p><a href="#">162 Cal.App.4th 1542e (mod. order)</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
made in the course of delivering the person’s goods or services or only to a statement or conduct made in the course of delivering the person’s goods or services that “consists of representations of fact about that person’s or a business competitor’s business operations, goods, or services”?		
<b>Contingency Agreement With Public Entity.</b> May a public entity retain private counsel to prosecute a public nuisance abatement action under a contingent fee agreement?	<b>Waiting for argument</b>  Fully briefed March 26, 2009	<i>County of Santa Clara v. Superior Court</i> , S163681  <a href="#">161 Cal.App.4th 1140</a>
<b>Mediation Privilege. Attorney-Client Privilege.</b> (1) Are the private conversations of an attorney and client for the purpose of mediation entitled to confidentiality under Evidence Code sections 1115 through 1128? (2) Is an attorney a “participant” in a mediation such that communications between the attorney and his or her client for purposes of mediation must remain confidential under Evidence Code section 1119, subdivision (c) and 1122,	<b>In briefing</b>  Opening brief due March 5, 2010	<i>Cassell v. Superior Court</i> , S178914  <a href="#">179 Cal.App.4th 152</a>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
subdivision (a)(2)?		

### Civil Litigation and Commercial Law

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
<p><b>Real Property Contract. Unenforceable Option.</b> (1)  When a contract contemplates the sale of real property but provides that the buyer may revoke the contract at any time and for any reason before its efforts to obtain county approvals and permits are completed, is the agreement an option agreement that is unenforceable (and may thus be revoked by the seller) because there is no consideration for the option, or does the implied covenant of good faith and fair dealing sufficiently eliminate the buyer's discretion to revoke so that the agreement is, in fact, a purchase agreement that may be enforced against the seller? (2) Did</p>	<p><b>Waiting for opinion</b>  Argued January 27, 2010  San Francisco</p>	<p><i>Steiner v. Thexton</i>, S164928  <a href="#">163 Cal.App.4th 359</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
<p>the trial court and the Court of Appeal err in declining to apply the doctrine of promissory estoppel where the buyer purportedly changed its position to its detriment in reliance on the seller's promise to sell, or would it be inequitable to find an implied promise by the seller not to revoke the agreement?</p>		
<p><b>Wrongful Death. Loss of Consortium.</b> Did the doctrine of res judicata bar plaintiff's claim for noneconomic damages in a wrongful death action after her husband died, because she had dismissed with prejudice a claim for loss of consortium while he was alive?</p>	<p><b>Waiting for opinion</b> Argued March 2, 2010 San Francisco</p>	<p><i>Boeken v. Philip Morris USA, Inc.</i>, S162029 <a href="#">159 Cal.App.4th 1391</a></p>
<p><b>Arbitration. Unconscionability.</b> Was an arbitration agreement between an accounting firm and its client unconscionable and unenforceable when it required arbitration of any fee dispute, required that any malpractice claims be asserted in such arbitration as a potential offset of fees owed, provided that the client could not file a court action for malpractice unless all fees were offset by</p>	<p><b>Waiting for argument</b> Fully briefed August 2007.</p>	<p><i>Federici v. Gursev Schneider &amp; Co.</i>, S147905. <a href="#">143 Cal.App.4th 606</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
malpractice damages, and made the arbitration findings res judicata in any court action only if favorable to the accounting firm?		
<p><b>Discrimination In Public Contracting.</b> (1) Did the Court of Appeal properly remand the case to the trial court to determine in the first instance whether the ordinance was required by the federal equal protection clause as a narrowly tailored remedial program to remedy ongoing, pervasive discrimination in public contracting? (2) Does an ordinance that provides certain advantages to minority- and female-owned business enterprises with respect to the award of city contracts fall within an exception to section 31 for actions required of a local government entity to maintain eligibility for federal funds under the federal Civil Rights Act (42 U.S.C. § 2000d)? (3) Does article I, section 31 of the California Constitution, which prohibits government entities from discrimination or preference on the basis of race, sex, or color in public contracting, improperly disadvantage</p>	<p><b>Waiting for argument</b> Fully briefed January 2008</p>	<p><i>Coral Construction, Inc. v. City and County of San Francisco</i>, S152934</p> <p><a href="#">149 Cal.App.4th 1218</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
<p>minority groups and violate equal protection principles by making it more difficult to enact legislation on their behalf? (See <i>Washington v. Seattle School Dist. No. 1</i> (1982) 458 U.S. 457; <i>Hunter v. Erickson</i> (1969) 393 U.S. 385.)</p>		
<p><b>Collateral Estoppel. Unreviewed Findings Of An Administrative Agency.</b> Should issue-preclusive effect be given to a federal agency’s investigative findings, when the subsequent administrative process provides the complainant the option of a formal adjudicatory hearing to determine the contested issues de novo, as well as subsequent judicial review of that determination, but the complainant elects not to invoke his right to that additional process?</p>	<p><b>Waiting for argument</b> Fully briefed October 2008</p>	<p><i>Murray v. Alaska Airlines, Inc.</i>, S162570. 522 F.3d 920</p>
<p><b>Unclaimed Property Law. Escheated Shares of Stock.</b> Is the statutory immunity accorded a corporation that transfers escheated shares of stock to the state (Code Civ. Proc. § 1532, subd. (d)) absolute or conditional?</p>	<p><b>Waiting for argument</b> Fully briefed December 30, 2008</p>	<p><i>Azure Limited v. I-Flow Corp.</i>, S164884 <a href="#">163 Cal.App.4th 303</a></p>
<p><b>Contingency Agreement With Public Entity.</b> May a</p>	<p><b>Waiting for argument</b></p>	<p><i>County of Santa Clara v. Superior Court</i>,</p>

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
public entity retain private counsel to prosecute a public nuisance abatement action under a contingent fee agreement?	Fully briefed March 26, 2009	S163681 <a href="#">161 Cal.App.4th 1140</a>
<b>Freedom of Speech. Airports.</b> (1) Is Los Angeles International Airport a public forum under the Liberty of Speech Clause of the California Constitution? (2) If so, does the ordinance at issue violate the California Constitution?	<b>Waiting for argument</b> Fully briefed March 30, 2009	<i>International Society For Krishna Consciousness of California, Inc. v. City of Los Angeles</i> , S164272  __ F.3d __
<b>Recreational Use Immunity.</b> Does Civil Code section 846, California's recreational land use statute, immunize a landowner from liability for acts of vehicular negligence committed by the landowner's employee in the course and scope of his employment that cause personal injury to a recreational user of that land?	<b>Waiting for argument</b> Fully briefed April 2009	<i>Klein v. United States</i> , S165549  537 F.3d 1027
<b>Commercial E-mail Advertising .</b> Does sending unsolicited commercial e-mail advertisements from multiple domain names for the purpose of bypassing spam filters	<b>Waiting for argument</b> Fully briefed April, 2009	<i>Kleffman v. Vonage Holdings Corp.</i> , S169195

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
constitute falsified, misrepresented, or forged header information under Business and Professions Code section 17529.5, subdivision (a)(2)?		<a href="#">551 F.3d 847</a>
<p><b>Unfair Competition.</b> (1) When plaintiffs pay overcharges on goods or services as a result of the anticompetitive conduct of defendant sellers but recover the overcharges through increased prices at which the goods or services are sold to end users, may defendants assert a “pass-on” defense and argue that plaintiffs were not injured because they did not suffer financial loss as a result of the anticompetitive conduct? (2) Is restitution available under the Unfair Competition Law (Bus. &amp; Prof. Code, 17200 et seq.) to plaintiffs who recovered from third persons the overcharges paid to defendants? (3) When plaintiffs recover from third persons the overcharges paid to defendants, have they suffered actual injury and lost money or property for purposes of establishing standing under the Unfair Competition Law, as amended by Proposition 64?</p>	<p><b>Waiting for argument</b></p> <p>Fully briefed June 22, 2009</p>	<p><i>Clayworth v. Pfizer, Inc.</i>, S166435</p> <p><a href="#">165 Cal.App.4th 209</a></p> <p><a href="#">165 Cal.App.4th 1290a (mod. order)</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
<p><b>Arbitration. Required Disclosures By Arbitrator.</b> (1) What is the scope of a neutral arbitrator’s required disclosures under Code of Civil Procedure section 1281.9? (2) What is the proper standard of review of an order vacating an arbitration award based on an arbitrator’s purported failure to disclose grounds for disqualification?</p>	<p><b>Waiting for argument</b> Fully briefed July 22, 2009</p>	<p><i>Haworth v. Superior Court</i>, S165906 <a href="#">164 Cal.App.4th 930</a> <a href="#">mod. order</a> <a href="#">2nd mod. order</a></p>
<p><b>Multiple Injuries From Tobacco. Statute of Limitations.</b> When multiple distinct personal injuries allegedly arise from smoking tobacco, does the earliest injury trigger the statute of limitations for all claims, including those based on a later injury?</p>	<p><b>Waiting for argument</b> Fully briefed August 10, 2009</p>	<p><i>Poosh v. Phillip Morris USA, Inc.</i>, S172023 <a href="#">561 F.3d 964 (9th Cir. 2009)</a></p>
<p><b>Enhanced Remedies For Elderly or Disabled. Unfair Competition.</b> Is Civil Code section 3345, which permits an enhanced award of up to three times the amount of a fine, civil penalty, or “any other remedy the purpose or effect of which is to punish or deter” in actions brought by or on behalf of senior citizens or disabled persons seeking to</p>	<p><b>Waiting for argument</b> Fully briefed December 23, 2009</p>	<p><i>Clark v. Superior Court</i>, S174229 <a href="#">174 Cal.App.4th 82</a> <a href="#">(mod. order)</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
<p>“redress unfair or deceptive acts or practices or unfair methods of competition,” applicable in an action brought by senior citizens seeking restitution under the Unfair Competition Law (Bus. &amp; Prof. Code, § 17200 et seq.)?</p>		
<p><b>Arbitration. Wrongful Death Claim of Non-Signatory Heirs.</b> Are the non-signatory adult heirs of a patient bound by a physician-patient arbitration agreement to arbitrate their own wrongful death claims?</p>	<p><b>Waiting for argument</b> Fully briefed January 5, 2010</p>	<p><i>Ruiz v. Podolsky</i>, S175204 <a href="#">175 Cal.App.4th 227</a></p>
<p><b>Computing Time To Bring Action To Trial.</b> Does a stay of discovery constitute a stay of the action within the meaning of Code of Civil Procedure section 583.340, subdivision (c), such that the period during which discovery was stayed should be excluded in determining the time within which the action had to be brought to trial?</p>	<p><b>Waiting for argument</b> Fully briefed January 22, 2010</p>	<p><i>Bruns v. E-Commerce Exchange, Inc.</i>, S172684 <a href="#">172 Cal.App.4th 488</a></p>
<p><b>Class Actions. Tax Refund.</b> Does Government Code section 910 authorize a class claim for refund of a local tax, or must each putative class member file his or her own</p>	<p><b>Waiting for argument</b> Fully briefed February</p>	<p><i>Ardon v. City of Los Angeles</i>, S174507 <a href="#">174 Cal.App.4th 369</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
claim prior to the filing of a class action suit?	10, 2010	<a href="#">(mod. order)</a>
<b>Shareholder Rights. Diminution In Value of Stock.</b> Does plaintiff have standing to sue defendant for the diminution in the value of his stock resulting from corporate misconduct that allegedly induced him to retain rather than sell his shares?	<b>In briefing</b> Answer brief due March 12, 2010	<i>Kirnsk v. Chiron Corp.</i> , S174803 <a href="#">Unpublished Opinion</a>
<b>Assignment Of Claim For Punitive Damages.</b> (1) Is the right to recover punitive damages assignable if it arises from an assignable cause of action for property damage, and the property is itself also transferred? (2) If not, may the assignee nonetheless pursue punitive damages if the assignee is merely a continuation of the assignor in a different legal form?	<b>In briefing</b> Opening brief due March 12, 2010	<i>Nelson v. Exxon Mobil Corp.</i> , S179122 <a href="#">179 Cal.App.4th 633</a>
<b>Song-Beverly Credit Card Act. Zip Code As “Personal Identification Information.”</b> Does a retailer violate the Song-Beverly Credit Card Act of 1971 (Civ. Code, § 1747 et seq.), which prohibits retailers from recording a	<b>In briefing</b> Opening brief due March 12, 2010	<i>Pineda v. Williams-Sonoma Stores, Inc.</i> , S178241 <a href="#">178 Cal.App.4th 714</a>

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
customer's "personal identification information" when the customer uses a credit card in a transaction, by recording a customer's zip code for the purpose of later using it and the customer's name to obtain the customer's address through a reverse search database?		
<b>Attorney Fees. Private Attorney General Statute.</b> May an award of attorney fees under the private attorney general statute (Code Civ. Proc., § 1021.5) be denied because the prevailing party had a significant non-pecuniary personal interest in the outcome of the litigation?	<b>In briefing</b> Reply brief due March 15, 2010	<i>Conservatorship of Roy W.</i> , S175855 <a href="#">Nonpublished Opinion</a>
<b>Class Actions. "Death Knell Doctrine."</b> Did the "death knell doctrine" require plaintiff to immediately appeal the sustaining of a demurer as to class claims when the ruling resolved both individual and class claims, or did the one final judgment rule apply and require a single appeal from the subsequent entry of final judgment on all claims?	<b>In briefing</b> Opening brief due March 19, 2010	<i>In re Baycol Cases I and II</i> , S178320 <a href="#">Nonpublished Opinion</a>
<b>Trial Court's Authority To Compel Trial Reference.</b>	<b>In briefing</b>	<i>Tarrant Bell Property, LLC v. Superior</i>

<i>Issue</i>	<i>Status</i>	<i>Case Name &amp; Court of Appeal Opinion</i>
Does the trial court have discretion to deny a motion under Code of Civil Procedure section 638 to refer a dispute to a referee in accordance with the pre-dispute agreement of the parties?	Opening brief due March 19, 2010	<i>Court</i> , S179378 <a href="#">179 Cal.App.4th 1283</a>

### Construction & Design

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
<b><i>Privette Doctrine.</i></b> Do the limitations on a hirer's liability for injuries to employees of subcontractors that were established in <i>Privette v. Superior Court</i> (1993) 5 Cal.4th 689 and subsequent cases extend to claims brought by a self-employed independent contractor against a hirer for injuries sustained while doing contract work for a subcontractor?	<b>Set for argument</b> April 7, 2010 Los Angeles	<i>Tverberg v. Fillner Construction, Inc.</i> , S169753 <a href="#">168 Cal.App.4th 1278</a>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
<p><b>Public Contracting. Implied Warranty.</b> Must a contractor bringing a contract claim against a public agency based on the theory of breach of implied warranty prove intentional concealment of material facts?</p>	<p><b>Waiting for argument</b> Fully briefed April 1, 2009</p>	<p><i>Los Angeles Unified School Dist. v. Great American Ins. Co.</i>, S165113 <a href="#">164 Cal.App.4th 944</a></p>
<p><b>California OSHA. Household Domestic Service Exception.</b> Does a home owner's remodeling project, which added a new master bedroom, a new master bath, a new garage in place of a carport, and a new roof, fit within the household domestic service exception to the California Occupational Safety and Health Act (Labor Code section 6300 et seq.)?</p>	<p><b>In briefing</b> Opening brief due March 1, 2010</p>	<p><i>Cortez v. Abich.</i>, S177075 <a href="#">177 Cal.App.4th 261</a></p>

## Employment

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
<p><b>Arbitration &amp; FEHA.</b> (1) What standard of judicial review applies to an arbitrator’s decision on an employee’s anti-discrimination claim under the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) that is arbitrated pursuant to a mandatory employment arbitration agreement? (2) Can such a mandatory arbitration agreement restrict an employee from seeking administrative remedies for violations of the Act?</p> <p>Supplemental briefs invited on the following question: Was the arbitrator’s award subject to vacatur under Code of Civil Procedure section 1286.2, subdivision (a)(5), on the grounds that the arbitrator’s failure to properly apply the tolling statute (Code Civ. Proc., §1281.12) constituted “conduct of the arbitrator[] contrary to the provisions of this title” that substantially prejudiced the rights of a party?</p>	<p><b>Waiting for opinion</b></p> <p>Argued January 7, 2010</p> <p>San Francisco</p> <p>Submitted February 8, 2010</p>	<p><i>Pearson Dental Supplies, Inc. v. Superior Court</i>, S167169</p> <p><a href="#">166 Cal.App.4th 71</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
<p><b>Public Employment. Whistleblower Protection Act. Exhaustion.</b> (1) Must an employee of the California State University exhaust administrative and judicial remedies with respect to a challenged administrative decision in order to bring a claim under the California Whistleblower Protection Act (Gov. Code, § 8547 et seq.)? (2) What standard governs the determination whether the employee’s internal complaint has been “satisfactorily addressed” (§ 8547.12, subd. (c)) by the California State University?</p>	<p><b>Waiting for opinion</b> Argued March 3, 2010 San Francisco</p>	<p><i>Runyon v. Board of Trustees of California State University</i>, S168950 <a href="#">Nonpublished Opinion</a></p>
<p><b>Claims Adjusters. Overtime.</b> Do claims adjusters employed by insurance companies fall within the administrative exemption (Cal. Code Regs. tit. 8, § 11040) to the requirement that employees are entitled to overtime compensation?</p>	<p><b>Waiting for argument</b> Fully briefed June 2008</p>	<p><i>Harris v. Superior Court</i>, S156555 <a href="#">154 Cal.App.4th 164</a></p>
<p><b>Stray Remarks Doctrine; Evidentiary Objections</b> (1) Should California law recognize the “stray remarks” doctrine, which permits the trial court in ruling on a motion</p>	<p><b>Waiting for argument</b> Fully briefed June 2008</p>	<p><i>Reid v. Google, Inc.</i>, S158965 <a href="#">155 Cal.App.4th 1342</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
for summary judgment to disregard isolated discriminatory remarks or comments unrelated to the decision-making process as insufficient to establish discrimination? (2) Are evidentiary objections not expressly ruled upon at the time of decision on a summary judgment motion preserved for appeal?		<a href="#">156 Cal.App.4th 424g (modification order)</a>
<p><b>Public Employment. Right To Strike. Jurisdiction.</b></p> <p>Does the Public Employment Relations Board have the exclusive initial jurisdiction to determine whether certain “essential” public employees covered by Meyers-Milias-Brown Act (Gov. Code, §§ 3500 3511) have the right to strike, or does that jurisdiction rest with the superior court?</p>	<p><b>Waiting for argument</b></p> <p>Fully briefed November 2008</p>	<p><i>City of San Jose v. Operating Engineers Local Union No. 3</i>, S162647.</p> <p><a href="#">160 Cal.App.4th 951</a></p>
<p><b>Rest and Meal Breaks.</b> This case presents issues concerning the proper interpretation of California’s statutes and regulations governing an employer’s duty to provide meal and rest breaks to hourly workers.</p>	<p><b>Waiting for argument</b></p> <p>Fully briefed July 20, 2009</p>	<p><i>Brinker Restaurant Corp. v. Superior Court</i>, S166350.</p> <p><a href="#">165 Cal.App.4th 25</a></p>
<p><b>Overtime By Out-Of-State Plaintiffs.</b> (1) Does the</p>	<p><b>Waiting for argument</b></p>	<p><i>Sullivan v. Oracle Corporation</i>, S170577</p>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
<p>California Labor Code apply to overtime work performed in California for a California-based employer by out-of-state plaintiffs in the circumstances of this case, such that overtime pay is required for work in excess of eight hours per day or in excess of forty hours per week?</p> <p>(2) Does Business and Professions Code section 17200 apply to the overtime work described in question one?</p> <p>(3) Does section 17200 apply to overtime work performed outside of California for a California-based employer by out-of-state plaintiffs in the circumstances of this case if the employer failed to comply with the overtime provisions of the federal Fair Labor Standards Act (29 U.S.C. § 207 et seq.)?</p>	Fully briefed July 20, 2009	<a href="#">Certified Questions From The Ninth Circuit</a>
<p><b>Wage Penalties.</b> (1) When a worker files an action to recover penalties for late payment of final wages under Labor Code section 203, but does not concurrently seek to recover any other unpaid wages, is the statute of limitations the one-year statute for penalties under Code of Civil</p>	<p><b>Waiting for argument</b></p> <p>Fully briefed July 20, 2009</p>	<p><i>Pineda v. Bank of America, N.A.</i>, S170758</p> <p><a href="#">170 Cal.App.4th 388</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
<p>Procedure section 340, subdivision (a), or the three-year statute for unpaid wages under Labor Code section 202? (2) Can penalties under Labor Code section 203 be recovered as restitution in an Unfair Competition Law action (Bus. &amp; Prof. Code, § 17203)?</p>		
<p><b>Public Employment. Judicial Review. Fiscal Lay Offs and Collective Bargaining.</b> (1) Is the decision by the Public Employee Relations Board not to issue an unfair labor practices complaint under the Meyers-Milias-Brown Act (Gov. Code, § 3500 et seq.) subject to judicial review? (2) Is a decision to lay off firefighters for fiscal reasons a matter that is subject to collective bargaining under the Act?</p>	<p><b>Waiting for argument</b> Reply brief filed November 30, 2009</p>	<p><i>International Assn. of Firefighters v. Public Employee Relations Board</i>, S172377 <a href="#">172 Cal.App.4th 265</a></p>
<p><b>Gratuities &amp; Private Right of Action.</b> Does Labor Code section 351, which prohibits employers from taking “any gratuity or part thereof that is paid, given to, or left for an employee by a patron,” create a private right of action for employees?</p>	<p><b>Waiting for argument</b> Fully briefed December 23, 2009</p>	<p><i>Lu v. Hawaiian Garden Casinos</i>, S171442 <a href="#">170 Cal.App.4th 466</a> <a href="#">mod. 170 Cal.App.4th 1370a</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
<p><b>Arbitration. Statutory Wage Claims. Jurisdiction Of Labor Commissioner.</b> (1) Can a mandatory employment arbitration agreement be enforced prior to the conclusion of an administrative proceeding conducted by the Labor Commissioner concerning an employee’s statutory wage claim? (2) Was the Labor Commissioner’s jurisdiction over employee’s statutory wage claim divested by the Federal Arbitration Act under <i>Preston v. Ferrer</i> (2008) __ U.S. __, 128 S.Ct. 978, 169 L.Ed.2d 917?</p>	<p><b>Waiting for argument</b> Fully briefed January 28, 2010</p>	<p><i>Sonic-Calabasas A, Inc. v. Moreno</i>, S174475 <a href="#">174 Cal.App.4th 546</a></p>
<p><b>Prevailing Wage Law. Charter City. Public Works Project.</b> Does California’s prevailing wage law (Lab. Code, § 1720 et seq.) apply to a charter city when it contracts to construct public works projects with municipal funds?</p>	<p><b>Waiting for argument</b> Fully briefed December 22, 2009</p>	<p><i>State Building &amp; Construction Trades Council of California v. City of Vista</i>, S173586 <a href="#">173 Cal.App.4th 567</a></p>
<p><b>Public Employment. Arbitration.</b> Can a school district be required to arbitrate disputes over the granting of a charter school petition under the terms of a collective</p>	<p><b>In briefing</b> Opening brief due March 8, 2010</p>	<p><i>United Teachers Los Angeles v. Los Angeles Unified School District</i>, S177403 <a href="#">177 Cal.App.4th 863</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
bargaining agreement, or does Education Code section 47611.5, subdivision (e), preclude referring such a dispute to arbitration?		
<b>Preemption.</b> Do California food safety laws preempt a local ordinance that requires a grocery store, after a change of ownership, to retain the employees of the former owner for a 90-day transition period? Do federal labor laws do so?	<b>In briefing</b>  Reply brief due March 17, 2010	<i>California Grocers Assn. v. City of Los Angeles</i> , S176099  <a href="#">176 Cal.App.4th 51</a>

## Insurance

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
<b>Duty To Defend. Duty To Indemnify.</b> Does a proceeding before the United States Department of the Interior Board of Contract Appeals constitute a “suit” such as to trigger insurance coverage under a commercial general liability	<b>Waiting for argument</b>  Fully briefed May 2008	<i>Ameron Internat. Corp. v. Insurance Co. of the State of Pennsylvania</i> , S153852.  <a href="#">150 Cal.App.4th 1050</a>  <a href="#">(Modification Order)</a>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
policy?		
<p><b>Releases. Return of Settlement Money.</b> After settling a first party claim by accepting money from and executing a release of the insurer, may an insured sue the insurer for fraud in inducing the settlement and seek to avoid the release without returning the money the insurer paid?</p>	<p><b>Waiting for argument</b> Fully briefed July 2008</p>	<p><i>Village Northridge Homeowners Assn v. State Farm Fire &amp; Casualty Co.</i>, S161008 <a href="#">157 Cal.App.4th 1416</a> <a href="#">158 Cal.App.4th 1241a (modification order)</a></p>
<p><b>Continuous Property Damage. Stacking of Limits.</b> (1) When continuous property damage occurs during the periods of several successive liability policies, is each insurer liable for all damage both during and outside its period up to the amount of the insurer’s policy limits? (2) If so, is the “stacking” of limits—i.e., obtaining the limits of successive policies—permitted?</p>	<p><b>Waiting for argument</b> Fully briefed August 5, 2009</p>	<p><i>State of California v. Continental Ins. Co.</i>, S170560 <a href="#">170 Cal.App.4th 160</a> <a href="#">Mod. Order</a></p>
<p><b>Multiple Insureds. Severability.</b> Where a contract of liability insurance covering multiple insureds contains a severability clause, does an exclusion barring coverage</p>	<p><b>Waiting for argument</b> Fully briefed January 21, 2010</p>	<p><i>Minkler v. Safeco Ins. Co.</i>, S174016 <a href="#">561 F.3d 1033</a></p>

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
for injuries arising out of the intentional acts of “an insured” bar coverage for claims that one insured negligently failed to prevent the intentional acts of another insured?		
<p><b>Private Right Of Action Under Unfair Competition Laws.</b> (1) Can an insured bring a cause of action against its insurer under the unfair competition law (Bus. &amp; Prof. Code, § 17200) based on allegations that the insurer misrepresents and falsely advertises that it will promptly and properly pay covered claims when it has no intention of doing so? (2) Does <i>Moradi-Shalal v. Fireman’s Fund Ins. Companies</i> (1988) 46 Cal.3d 287 bar such an action?</p>	<p><b>In briefing</b></p> <p>Opening brief due March 12, 2010</p>	<p><i>Zhang v. Superior Court</i>, S178542</p> <p><a href="#">178 Cal.App.4th 1081</a></p>

## Products/Environmental

<i>Issue</i>	<i>Status</i>	<i>Case Information</i>
<p><b>Asbestos. Component Parts Defense.</b> Can the manufacturer of valves and fittings installed on Navy ships, and designed to be used with asbestos packing, gaskets, and insulation, rely on the “component parts” defense or related theories to preclude strict liability for asbestosis injuries years later suffered by seamen on those ships?</p>	<p><b>In briefing</b> Opening brief due March 9, 2010</p>	<p><i>O’Neil v. Crane Co.</i>, S177401 <a href="#">177 Cal.App.4th 1019</a></p>

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