

CALIFORNIA CASELAW HIGHLIGHTS

ARBITRATION

Although an employment agreement expressly precludes class arbitration, a former employee who files a putative class action against her ex-employer may be compelled to submit all her individual claims to arbitration if there is no showing that would violate either state or federal law or public policy. *Nelsen v. Legacy Partners Residential, Inc.*, 207 Cal.App.4th 1115 (2012).

ATTORNEY FEES

If a claim of trade secret misappropriation is made in bad faith, the court may award reasonable legal fees and costs to the prevailing party. *SASCO v. Rosendin Electric, Inc.*, 207 Cal.App.4th 837 (2012).

Plaintiffs are entitled to prevailing party attorney fees when they accept a statutory offer to compromise which is silent as to responsibility for legal fees and costs. *Wohlgemuth v. Caterpillar, Inc.*, 2012 WL 2989811 (Cal.App. 2012).

CIVIL PROCEDURE

A corporation which files a certificate of dissolution during the pendency of litigation may not continue to prosecute the claim if its certificate of dissolution indicates the corporation was at all times devoid of any assets, debts or liabilities, and therefore has nothing to wind up. *Mongols Nation Motorcycle Club, Inc. v. City of Lancaster*, 2012 WL 3132649 (Cal.App. 2012).

A demurrer to a complaint should be sustained when the plaintiff does not supply a showing of any realistic possibility of successful amendment to the pleading. *Czajkowski v. Haskell & White, LLP*, 2012 WL 2914289 (Cal.App. 2012); *Michael Leslie Productions, Inc. v. City of Los Angeles*, 2012 WL 2354656 (Cal.App. 2012).

The court may deny an anti-SLAPP motion if the plaintiff is not suing over protected speech and the plaintiff can demonstrate a probability of prevailing on the claim. *Aguilar v. Goldstein*, 207 Cal.App.4th 1152 (2012).

HEALTHCARE

Multiple patients alleging sexual battery by the same doctor may join their claims against the same medical group for its allegedly negligent hiring and supervision of the doctor. *Moe v. Anderson*, 207 Cal.App.4th 826 (2012).

INSURANCE

Whether injury or damage is “expected or intended” under a general liability insurance policy is determined by reference to the insured’s subjective mental state, and does not include “what should have been known” by the insured. *Axis Surplus Insurance Company v. Reinoso*, 2012 WL 3143907 (Cal.App. 2012).

For purposes of evaluating personal injury coverage under a general liability insurance policy, a third party claim may allege disparagement or trade libel either by implication or by direct accusation. *Travelers Property Casualty Co. v. America v. Charlotte Russe Holding, Inc.*, 2012 WL 2356477 (Cal.App. 2012).

PRODUCTS LIABILITY

No reasonable consumer would expect an unlocked, loaded firearm not to discharge accidentally if left in a ready-to-fire condition in a location that is accessible to a child or other unauthorized user. *Chavez v. Glock*, 2012 WL 3013925 (Cal.App. 2012).

PROFESSIONAL LIABILITY

The statute of limitations for a professional liability lawsuit is tolled if the plaintiff has not yet suffered any actual damage as a result of the alleged malpractice. *Croucier v. Chaves*, 207 Cal.App.4th 1138 (2012).

PUBLIC WORKS

The ordinances of charter cities supersede state law with regard to setting the amount of prevailing wages for a public works project that is a strictly a municipal matter. *State Building and Construction Trades Council of California, AFL-CIO v. City of Vista*, 54 Cal.4th 547 (2012).

CAVEAT: THE FOREGOING DOES NOT CONSTITUTE LEGAL ADVICE. PLEASE CONSULT AN ATTORNEY FOR INDIVIDUAL ADVICE REGARDING INDIVIDUAL SITUATIONS.