

A Sampling of Cases from Div. 6 – the Past Year

1. [Target Corp. v. Golden State Ins. Co. Ltd.](#)

Oct 10, 2019 | 2019 Cal. App. LEXIS 1005

Overview: Indemnification/defense clause in supplier's contract with retailer and the additional insured endorsement did not require supplier and its insurance carrier to defend the retailer against a customer's lawsuit. There was no minimal causal connection or incidental relationship between the product distributed by supplier and the customer's injury.

2. [O.G. v. Superior Court](#)

Sep 30, 2019 | 2019 Cal. App. LEXIS 941

Overview: In a case in which district attorney requested to try petitioner as an adult, appellate court held that Senate Bill No. 1391 (2017–2018 Reg. Sess.) is unconstitutional insofar as it precludes possibility of adult prosecution of alleged 15-year-old murderer. If legislature wants to change Proposition 57 rule, it must submit issue to the electorate.

3. [Gietzen v. Covenant RE Management, Inc.](#)

Sep 24, 2019 | 40 Cal. App. 5th 331

Overview: Because a landlord that was a limited partnership lost its right to assert a lease provision limiting its liability when the lease was assigned in foreclosure, its general partner also lost rights as a third party beneficiary; Civ. Code, § 1559, had not abrogated the rule that a third party beneficiary could not have more rights than the promisee.

4. [Southern California Edison Co. v. Severns](#)

Sep 10, 2019 | 39 Cal. App. 5th 815

Overview: Trial court properly determined plaintiff owned easements over agreed-upon access routes. Recorded conveyances granted plaintiff easements over a 10-foot wide strip. This grant would have been meaningless if plaintiff could not move freely within that strip to construct, replace, inspect and maintain its power poles, lines, and equipment.

5. [Mancini & Associates v. Schwetz](#)

Sep 04, 2019 | 39 Cal. App. 5th 656

Overview: After a judgment creditor released the judgment debtor from all liability, including for attorney fees, the litigation privilege, Civ. Code, § 47, did not protect the debtor from a claim by the creditor's lawyers for tortious interference because the settlement, although communicative, was but one act in a course of

unprotected tortious conduct.

6. [Fuller v. Department of Transportation](#)

Aug 20, 2019 | 38 Cal. App. 5th 1034

Overview: In personal injury case against Caltrans under Gov. Code, § 835, arising from a head-on collision, verdict was not inconsistent in finding that a dangerous condition existed but did not create a foreseeable risk because the fair import was that condition did not create foreseeable risk that another driver would attempt to recklessly pass a bus.

7. [Doe v. Westmont College](#)

Apr 23, 2019 | 34 Cal. App. 5th 622

Overview: In sexual misconduct disciplinary proceedings, a college did not provide the accused student with a fair hearing because it did not hear testimony from witnesses, yet relied on their prior statements to corroborate the accuser's account, and the panel withheld material evidence from the accused student, which its policies required it to turn over.

8. [Centex Homes v. R-Help Construction Co., Inc.](#)

Mar 11, 2019 | 32 Cal. App. 5th 1230

Overview: A subcontractor had a duty to defend a developer under an indemnity clause as a matter of law because the underlying tort action alleged injuries arising from the subcontractor's work and the subcontractor did not conclusively show by undisputed facts that the indemnity clause did not apply; thus, submitting the question to the jury was error.

9. [Salgado v. Carrows Restaurants, Inc.](#)

Feb 26, 2019 | 33 Cal. App. 5th 356

Overview: The trial court erred in denying defendants' motion to compel arbitration because the language of the arbitration agreement was sufficient to apply to the current lawsuit. Agreement applied to all "disputes which may arise." The agreement also equivocally required arbitration for "any claim" plaintiff had against defendants.

10. [In re Marriage of Anka & Yeager](#)

Feb 04, 2019 | 31 Cal. App. 5th 1115

Overview: The trial court did not abuse its discretion by sanctioning an attorney under Fam. Code, § 3025.5, subd. (a), 3111, subd. (d), for disclosing information in a confidential child custody evaluation report while asking questions at a deposition in another case. Sanctioning the client was error because nothing indicated the client might be culpable.

11. [Jensen v. Jensen](#)

Jan 24, 2019 | 31 Cal. App. 5th 682

Overview: California could not exercise specific personal jurisdiction over a daughter who helped her elderly mother to move from California and later was appointed the mother's guardian ad litem in a dispute about real property in California. She did not purposefully and voluntarily direct activities toward California, but sought only to protect her mother.

12. [Vasquez v. San Miguel Produce, Inc.](#)

Jan 03, 2019 | 31 Cal. App. 5th 810

Overview: A produce company that was a nonsignatory to an arbitration agreement between packing workers and a staffing agency could compel arbitration under Code Civ. Proc., § 1281.2, because the workers' wage and hour claims were rooted in the employment relationship with the signatory staffing agency and the complaint alleged a joint employer relationship.

13. [In re A.A.](#)

Dec 20, 2018 | 30 Cal. App. 5th 596

Overview: No First Amendment violation arose from prohibiting a minor, as a condition of probation, from discussing on social media his adjudication for battery with serious bodily injury. The restriction, which allowed the minor to use other speech forums, was precise, narrow, and reasonably tailored to address posting conduct and rehabilitation.

14. [Eith v. Ketelhut](#)

Dec 17, 2018 | 31 Cal. App. 5th 1

Overview: Board of homeowners association correctly interpreted CC&Rs' prohibition against business activity as not encompassing activity that had no effect on community's residential character, and trial court correctly deferred to board's decision, based on reasonable investigation, that operation of a vineyard did not affect the residential character.

15. [Glovis America, Inc. v. County of Ventura](#)

Oct 10, 2018 | 28 Cal. App. 5th 62

Overview: A lease of federal lands included a conditional option to extend its term, which the assessor properly could include in computing the lease's term because there had been no change in ownership under Rev. & Tax. Code, § 61, subd. (b)(1), and Cal. Code Regs., tit. 18, § 462.080, subd. (b)(2), in light of the tax-exempt nature of federal property.

16. [Doe v. Regents of University of California](#)

Oct 09, 2018 | 28 Cal. App. 5th 44

Overview: In suspending a student for two years after he was found guilty of sexual misconduct in violation of the student conduct code, a public university denied the accused student a fair hearing. It was unfair to allow a detective to select and describe only a portion of a sexual assault response team report, without producing the complete report.

17. [Bridgepoint Construction Services, Inc. v. Newton](#)

Sep 04, 2018 | 26 Cal. App. 5th 966

Overview: An attorney was subject to automatic disqualification for a conflict of interest that arose from simultaneously representing multiple clients with adverse interests, in different actions, who asserted claims to the same money in a construction project dispute; moreover, the attorney had obtained confidential client information.