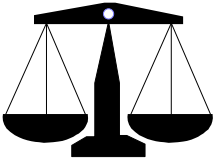


FORD, WALKER, HAGGERTY & BEHAR



Law Review
March 2000

These decisions are of particular interest. Should you wish a copy of any of the decisions below, please contact Maxine Lebowitz at 562/983-2513 with the name of the case and the number.¹

Updating the Law Review

Recent Cases

CASES OF INTEREST CURRENTLY PENDING BEFORE THE UNITED STATES SUPREME COURT

Sacramento County, Ca v. Lewis: Deliberate indifference or reckless disregard is the necessary standard for action based on police high-speed pursuits.

CASES OF INTEREST CURRENTLY PENDING BEFORE CALIFORNIA'S SUPREME COURT

Kransco v. American Empire Surplus Lines Ins. Co.: The issue on appeal has been narrowed to whether "an insurer may assert an affirmative defense of the insured's comparative bad faith in a bad faith action brought against the insurer." (See August '97 law review.)

Walker v. 20th Century Ins. Co.: Felony drunk driver cannot recover attorney's fees in bad faith action against insurer. (See July '97 Law Review.)

Orrick v. San Joaquin Community Hospital: Medical malpractice plaintiff is not collaterally estopped by arbitration agreement with doctor from pursuing recovery against hospital. (See April '98 Law Review.)

¹ The information contained in this Law Review is meant to be a tool to keep abreast of recent developments in the law in the State of California. It is not intended to give legal advice. It is one interpretation of the cases outlined and is not meant to substitute for a thorough reading of the cases before citing them as precedent. It is also important that the subsequent history of the cases be checked before they are cited.

Truck Insurance Exchange v. Superior Court: Negligent failure to meet a contractual deadline is not covered by general liability policy. (See March '98 Law Review.)

Aas v. San Diego County Superior Court (The William Lyon Company): Pure economic loss damages and/or market "stigma" damages are not recoverable in a construction defect lawsuit.

Galanty v. Paul Revere Life Ins. Co.: Disability Insurance policy's incontestability clause does not override policy's coverage limitation.

Preferred Risk Mutual Ins. Co. v. Reiswig: Limitations period for indemnity action is not tolled by service of Notice of Intent to Sue.

Carrisales v. Dept. of Corrections: Only those supervisors who participate in or aid sexual harassment can be held personally liable. (See Aug/Sept. Law Review)

Richmond v. A.P. Green Industries, Inc.: Separate limitations period is triggered by each distinct injury suffered due to asbestos exposure.

Paxton v. Stewart: Failure to designate treating physician as expert witness bars opinion testimony.

Moore v. First Bank of San Luis Obispo: Even when their decisions ignore contractual terms, arbitrators do not exceed their power.

Comedy III Productions Inc. v. Gary Saderup Inc.: Use of deceased celebrity's image without consent for sole purpose of profit is not protected speech.

Safeco Ins. Co. v. Robert S.: Homeowners' policy exclusion for "illegal acts" is unambiguous and insurer is not required to indemnify in wrongful death action.

Moshonov v. Walsh: Existence of statutory ground to vacate or correct arbitration award warrants judicial review.

Gwartz v. Super. Ct.: Oral argument is required on all summary judgment motions.

Fox v. Kramer: As "subsequent remedial measures," hospital peer review records are inadmissible at trial.

Gonzalez v. Hughes Aircraft Employees Federal Credit Union:
Employment contract's arbitration agreement held unenforceable.

P.L.C.M. Group Inc. v. Drexler (Dearborn Ins. Co.): Reasonable value of legal services performed by in-house counsel may be recoverable.

Bechtel v. City of Beaumont: Failure to exhaust judicial remedies in prior proceeding bars judicial action in subsequent proceeding when party has same right at stake.

Kazi v. State Farm Fire & Casualty Co.: Doubts as to whether duty to defend exists must be resolved in favor of insured.

Transportation Ins. Ltd. v. ShinMaywa Industries Ltd.: If defective part did not damage final product, there is no coverage under a product liability insurance policy.

Industrial Indemnity Co. v. Apple Computer Inc.: Insurer owes no duty to defend English trademark infringement lawsuit.

Torres v. Parkhouse Tire Service: To invoke the willful, unprovoked act of aggression exception to the exclusive remedy provision of the Workers' Compensation Act, it is not necessary to establish a specific intent to injure.

Day v. City of Fontana: Proposition 213 is properly applied retroactively.