

**Appellate Record
Steven M. Strauss**

Nature of dispute/ case name	Outcome	Client(s)	Venue(s)	Date of decision	Comments
<h2>Rulings</h2>					
Breach of fiduciary duty <i>Debra Turner v. Laurie Anne Victoria, et al.</i>	Reversed	Plaintiff and Appellant Debra Turner	Supreme Court of California	August 2023	In a unanimous 7 – 0 opinion, the California Supreme Court reversed the Court of Appeal ruling and held that charity whistleblowers have uninterrupted standing to protect their charities. The ruling ensures essential whistleblower protections for more than 110,000 charities across California.
Real estate litigation <i>Alex Roudi, et al. v. Reza Paydar</i>	Reversed and ordered that the arbitration award be confirmed	Plaintiff and Appellant Interwest Capital Corporation and Alex Roudi	California Court of Appeal, Fourth District, Division 1	July 2022	The California Court of Appeal reversed the trial court's order vacating an arbitration award in favor of Interwest and Roudi. The court found that the arbitrator did not exceed his powers and ordered that the arbitration award be confirmed and judgment entered in the full amount of damages awarded by the arbitrator – and that Interwest and Roudi recover their costs on appeal.
Environmental litigation <i>Taxpayers for Responsible Land Use, Inc. v. City of San Diego, Hillel San Diego</i>	Affirmed in full	Real Party in Interest – Respondent Hillel San Diego	California Court of Appeal, Fourth District, Division 1	March 2021	The California Court of Appeal affirmed the trial court's ruling denying the appellant's petition for writ of mandate that challenged the approval by the city of San Diego of a site development permit and the final environmental impact report for the construction of a religious center for Jewish students by Hillel of San Diego. The court also ruled that the respondents are entitled to their costs on appeal.

Employment class action <i>Liliana Espejo, et al. v. The Copley Press, Inc.</i>	Affirmed in part, reversed in part, and remanded	Defendant – Appellant The Copley Press, Inc.	California Court of Appeal, Fourth District, Division 1	July 2017	The California Court of Appeal reversed the portions of the trial court judgment awarding class members the principal sum plus prejudgment interest and attorneys' fees and remanded for redetermination. The suit was successfully resolved in 2018.
Breach of fiduciary duty <i>350 Seventh Avenue Associates LP, et al. v. Sovereign Capital Management Group, Inc., et al.</i>	Affirmed	Defendants – Respondents Sovereign Capital Management Group, Inc. and IUC-SOV, LLC	California Court of Appeal, Fourth District, Division 3	March 2017	The California Court of Appeal affirmed the trial court's ruling sustaining IUC-SOV and Sovereign's demurrer on the ground that the complaint inadequately alleged successor-in-interest liability.
Nuisance litigation <i>Mendez v. Rancho Valencia Resort Partners</i>	Affirmed in full	Defendant – Respondent Rancho Valencia Resort Partners	California Court of Appeal, Fourth District, Division 1	August 2016	The California Court of Appeal affirmed the trial court's judgment denying the appellant's request for an injunction, after determining that the Rancho Valencia Resort Partners' outdoor events did not constitute a nuisance.

<p>Environmental litigation</p> <p><i>California v. Kinder Morgan Energy Partners, LP</i> 613 Fed.Appx. 561 (2015)</p>	<p>Affirmed in part, reversed in part, and remanded</p>	<p>Defendants – Appellees</p> <p>Kinder Morgan Energy Partners, LP</p>	<p>US Court of Appeals for the Ninth Circuit</p>	<p>February 2015</p>	<p>The Ninth Circuit held that: “[1] the District Court was within its discretion in imposing sanctions on city for violation of discovery orders; [2] there was no evidence that an allegedly contaminated aquifer was a present source of drinking water; [3] the District Court abused its discretion in excluding an expert’s report; [4] real estate damages in nuisance and trespass claims can be proved through hypothetical assumptions of property’s rental value; and [5] issue of fact whether it was possible to extract water from an aquifer precluded summary judgment on damages under loss of use theory.”</p>
<p>Real estate litigation</p> <p><i>Union Pacific Railroad Company v. Santa Fe Pacific Pipelines, Inc.</i> 231 Cal.App.4th 134 (2014)</p>	<p>Affirmed in part, reversed in part, and remanded</p>	<p>Defendants – Appellants</p> <p>Santa Fe Pacific Pipelines, Inc.</p>	<p>California Court of Appeal, Second Appellate District, Division 8</p>	<p>November 2014</p>	<p>The court held that the trial court failed to make the correct factual interpretation of “property of the railroad” under 19th century federal acts granting the land at issue. Accordingly, the California Court of Appeal reversed a \$100 million+ judgment in favor of Union Pacific Railroad and remanded the case back to trial court to recalculate the original award.</p>
<p>IP litigation</p> <p><i>Gabriel Technologies Corp. v. Qualcomm Inc.</i> 560 Fed.Appx. 966 (2014) 558 Fed.Appx. 1028 (2014)</p>	<p>Affirmed award of attorney fees</p>	<p>Defendants – Appellees</p> <p>Qualcomm Incorporated</p>	<p>US Court of Appeals for the Federal Circuit</p>	<p>March 2014</p>	<p>The Federal Circuit held that: “[1] case was exceptional, as would support award of \$12.6 million attorney fees under federal patent statute, and [2] trade secret claims were objectively specious and maintained in subjective bad faith.”</p>

Real estate/environmental litigation <i>San Diego Navy Broadway Complex Coalition v. City of San Diego, et al.</i> 185 Cal.App.4th 924 (2010)	Affirmed denial of writ of mandate	Real Party in Interest – Respondent Manchester Pacific Gateway LLC	California Court of Appeal, Fourth District, Division 1	June 2010	The California Court of Appeal held that the nonprofit public benefit organization “failed to demonstrate that the City of San Diego had discretionary authority to address potential environmental concerns that might be identified in a proposed updated Environmental Impact Report (ERI), and, as a result, the city was not required to prepare one.”
Real estate/environmental litigation <i>Taxpayers for Responsible Land Use v. City of San Diego, et al.</i> 2009 WL 389965	Reversed in part and otherwise affirmed as modified, including the city’s sale of the property to Hillel	Real Party in Interest – Appellant Hillel of San Diego	California Court of Appeal, Fourth District, Division 1	February 2009	The California Court of Appeal affirmed the lower court’s judgment to deny the plaintiffs’ request to set aside the city’s sale of the property to Hillel.
Product defect litigation <i>Vicor Corp. v. Exar Corp., et al.</i> 2009 WL 296216	Affirmed judgment dismissing Vicor’s attempt to indemnify Exar	Cross-Defendants and Respondents Exar Corporation	California Court of Appeal, Fourth District, Division 1	February 2009	The California Court of Appeal upheld the lower court’s determination that the respondents’ (including Exar) “sliding scale” settlement was in good faith under the rules of the Code of Civil Procedure and, thus, permitted the lower court to dismiss Vicor’s cross-complaint for indemnity against the respondents and enter judgment in their favor.
Breach of fiduciary duty and contract <i>Weingarten v. Superior Court</i> 102 Cal.App.4th 268 (2002)	Writ petition denied	Real Parties in Interest Pointe San Diego Residential Community, Gosnell Builders	California Court of Appeal, Fourth District, Division 1	September 2002	The California Court of Appeal held that the trial court did not abuse its discretion in ordering disclosure of the opposing party’s tax returns.

<p>Real estate litigation</p> <p><i>Aas v. Superior Court</i> 24 Cal.4th 627 (2000)</p>	<p>Judgment of appellate court affirmed</p>	<p>Petitioner</p> <p>Alan O. Aas, et al.</p>	<p>Supreme Court of California</p>	<p>December 2000</p>	<p>The California Supreme Court determined that “[1] association and homeowners could not recover damages on negligence claim for the cost to repair, or the diminished value attributable to, construction defects that had not caused property damage, disapproving; and [2] privity of contract between homeowners and developer from which they purchased homes did not relieve homeowners from requirement of showing property damage in negligence claims based on construction defects.”</p>
<p>Real estate litigation</p> <p><i>L.E.S. Properties Hotel Venture, L.P. v. Westin Hotel Co.</i> 28 F.3d 106 (1994)</p>	<p>Affirmed jury verdict and attorneys’ fees award</p>	<p>Plaintiff – Appellant</p> <p>L.E.S. Properties Hotel Venture, L.P.</p>	<p>US Court of Appeals for the Ninth Circuit</p>	<p>May 1994</p>	<p>The Ninth Circuit held that L.E.S. Properties was properly awarded \$1,457,000 in compensatory damages and \$2 million in punitive damages after jury trial, denied Westin’s claims that the district court erred in awarding attorneys’ fees and litigation expenses, and denied Westin’s claims that the district court erred in instructing the jury to consider a breach of the implied covenant of good faith as a result of insufficient evidence.</p>