TENTATIVE RULINGS

DEPT. C-16
(657-622-5216)

Judge David A. Hoffer
April 28, 2025

These are the Court's tentative rulings. They may become orders if the parties do not appear at the hearing. The Court also might make a different order at the hearing. (*Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442, fn. 1.)

If a party intends to submit on the Court's tentative ruling, please call the Court Clerk to inform the court. If both parties submit, the tentative ruling will then become the order of the Court.

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#	Case Name	
1	30-2022-01248387 Immigrant Rights Defense Council, LLC vs. Afridi	Before the court are the following motions filed by Plaintiff Immigrant Rights Defense Council, LLC ("Plaintiff") against Defendant Shafi Afridi ("Defendant"): (1) motion to compel responses to Judgment Debtor Interrogatories, Set One; and (2) motion to compel responses to Judgment Debtor Request for Production, Set One.

		For the reasons set forth below, Motion No. 1 is **GRANTED**, but with reduced sanctions, and Motion No. 2 is **MOOT**, except for sanctions. **Motion No. 1: Motion to Compel Response to Judgment Debtor Interrogatories** The motion demonstrates that postjudgment interrogatories were served on Defendant by mail on March 18, 2024, but Defendant failed to respond. (Medvei Decl., ¶ 5 and Ex. 1.) The postjudgment interrogatories relate to this Court's July 25, 2022 minute order imposing $2,680 in monetary sanctions against Defendant in connection with Plaintiff's discovery motions. (See ROA 116.) Defendant's argument that there is no monetary judgment entered against Defendant for $2,680 and thus Defendant is not required to respond to the postjudgment interrogatories fails. As Plaintiff argues, no signed judgment had to be entered for enforcement proceedings on the sanctions award to begin because sanctions awards are immediately enforceable as money judgments. (*Newland v. Sup. Court* (1995) 40 Cal.App.4th 608, 615; *see also*, Weil & Brown, Cal. Prac. Guide: Civ. Proc. Before Trial (June 2024 Update) § 9:344.20 [sanctions order is enforceable in the same way as a money judgment].) Defendant's citation to *Hyundai Motor America v. Superior Court* (2015) 235 Cal.App.4th 418 does not help his position as that matter dealt with an attorneys' fee award and judgment of dismissal in a Song-Beverly case, not a monetary sanction order, which per *Newland* is immediately enforceable through the execution of judgment laws. Defendant cites no authority showing that a sanctions order must be signed. Further, Defendant's argument is undermined by his admission that he paid two previous monetary sanctions orders in this case. Additionally, Defendants' assertion that he was not aware of the July 25, 2022 sanctions order is belied by the fact that the minute order shows Defendant himself appeared at the hearing remotely. (See ROA 116.) Plaintiff also filed a notice of entry of judgment which shows the minute order imposing sanctions was served on Defendant's then current counsel by mail on July 25, 2022. (See ROA 431.)

		On November 25, 2024, the Court continued the hearing on this motion and permitted Defendant to file a supplemental opposition. Defendant's supplemental brief does not show that he paid the sanctions award at issue. First, no declaration from Defendant is provided. Second, Exhibit A to the supplemental brief appears to show Defendant paid $3,250 in "Sanctions Fee" to his former attorney, but this exhibit does not show the sanctions were paid to Plaintiff or what particular "Sanction Fee" was being paid. Defendant's argument that the motion is untimely also fails. There is no time limit to file a motion to compel initial responses. Plaintiff filed this motion four months after the discovery was propounded. This does not demonstrate unreasonable delay. Defendant's remaining arguments are irrelevant to the instant motion. The Court also already rejected these arguments when it granted Plaintiff's motion for attorney fees. (See ROA 407.) Based on the foregoing, the interrogatories were proper. (Code Civ. Proc., § 708.020(a), (c).) Because no responses to the interrogatories were served, all objections thereto were waived, and responses may be compelled. (Code Civ. Proc., § 2030.290(a), (b).) Accordingly, the motion to compel is granted. Defendant is ordered to serve verified responses, without objection, to the subject discovery, within 30 days of notice of this Court's order. The Court imposes a reasonable monetary sanction of $1,310 against Defendant only, payable to Plaintiff, within 90 days of notice of this Court's order. (Code Civ. Proc., § 2030.290(c).) **Motion No. 2: Motion to Compel Response to Judgment Debtor Request for Production** This motion seeks to compel initial responses to Judgment Debtor Request for Production of Documents. On February 10, 2024, Plaintiff filed a motion to compel further responses to these same requests for production, which is set for hearing on August 4, 2025. (See ROA 450.) In the motion, Plaintiff states Defendant served responses to the subject discovery on December 24, 2024. (ROA 450, p. 3:12-13.) The motion to compel initial responses is therefore moot. However, there is still the matter of sanctions. The Court finds sanctions are warranted as Defendant offers no substantial

		justification for his failure to timely provide initial responses. The Court imposes a reasonable monetary sanction of $810 against Defendant only, payable to Plaintiff, within 90 days of notice of this Court's order. (Code Civ. Proc., § 2031.300(c).) Counsel for Plaintiff is ordered to give notice of this ruling.
2	30-2022-01262450 Veltri vs. Delta Power Equipment, Corp.	Defendant/Cross-Defendant Delta Power Equipment Corporation's ("Delta") Motion for Summary Judgment, or in the Alternative, Summary Adjudication as to plaintiff Anthony P. Veltri's ("Plaintiff") First Amended Complaint ("FAC") is **GRANTED in part and DENIED in part**. Granted as to cause of action ("COA") No. 1. Denied as to COA Nos. 2 and 3. 1) **COA No. 1 – Strict Products Liability - Failure To Warn** "The duty owed by a manufacturer is "to provide an adequate warning to the user on how to use the product if a reasonably foreseeable use of the product involves a substantial danger that would not be readily recognized by the ordinary user." (*Aguayo v. Crompton & Knowles Corp.* (1986) 183 Cal. App. 3d 1032, 1042 ("*Aguayo*").) "[T]here can be no liability for failure to warn where the instructions or warnings sufficiently alert the user to the possibility of danger." (*Id.*) "California law also recognizes the obvious danger rule, which provides that there is no need to warn of known risks under either a negligence or strict liability theory." (*Johnson v. Am. Standard, Inc*. (2008) 43 Cal. 4th 56, 67 ("*Johnson*").) Additionally, the sophisticated user defense applies in California. (*Id.*, at 74.) "The sophisticated user defense exempts manufacturers from their typical obligation to provide product users with warnings about the products' potential hazards." (*Id.*, at 65.) "Under the sophisticated user defense, sophisticated users need not be warned about dangers of which they are already aware or should be aware. [Citation.] Because these sophisticated users are charged with knowing the particular product's dangers, the failure to warn about those dangers is not the legal cause of any harm that product may cause. [Citation.] The rationale supporting the defense is that "the failure to provide warnings about risks already known to a sophisticated purchaser usually is not a proximate cause of

		harm resulting from those risks suffered by the buyer's employees or downstream purchasers." (ibid.) this is because the user's knowledge of the dangers is the equivalent of prior notice." (*Id.*) Delta has shown that, when new, the subject table saw ("Saw") had warnings attached to the saw blade guard and Saw itself indicating that to avoid risk of serious injury a user must use the blade guard and riving knife. (Sep. Statement of Material Facts ("DSS") No. 25.) These instructions stated the user must read the instructions before operating the Saw. The manual included multiple warnings regarding the potential dangers of using the Saw and warned to keep the guards and safety devices in place and working properly. (DSS No. 26-29.) The manual included operating instructions on the use of the blade guard and anti-kickback pawls to prevent serious injury. (DSS Nos. 30-32.) The Saw was designed in compliance with applicable standards as promulgated by the Underwriters Laboratories ("UL") and included warning required by UL. (DSS No. 33.) The Saw was certified and approved by UL and was assembled as mandated by UL Standard 987. (DSS Nos. 34-35.) Plaintiff stated the Saw did not come with the operating manual when he purchased it used, but that he went online and read the operating manual there before using the Saw. (DSS Nos. 39-40.) He would be on notice of the dangers of using the Saw and the need to use the guards. Finally, a table saw is an inherently dangerous object and the dangers including potential loss of life or limb when placing body parts near to the rapidly spinning saw blade are obvious and open. (*Johnson, supra,* 43 Cal. 4th at 67.) Plaintiff was also arguably a "sophisticated user" of the Saw as he admitted he had used the Saw daily from the time he had purchased it in 2018 up until the accident on 06/07/20. (DSS No. 42.) Plaintiff admitted he was aware he could suffer a laceration and/or amputation if any of his fingers came into direct contact with the rotating blade. (DSS No. 49.) Plaintiff's deposition indicated he had been woodworking for over 40-years. (Reply Supp. Evid., Ex. K at 116:16-117:14.) Delta has met its initial burden of showing that it provided warnings of serious injury if the Saw's safety features were not used. Delta has shown there is no liability on its part for failure to warn Plaintiff as the warnings on the Saw and in the

		operating manual sufficiently alerted Plaintiff to the possibility of danger. (*Aguayo, supra,* 183 Cal. App. 3d at 1042.) The burden switches to Plaintiff to show that triable issues of material fact exist. Plaintiff claims Delta was aware the Saw could not perform cuts 1 to 1.25-inches from the blade with the blade guard in place and that Plaintiff was making a cut 1-inch from the blade and had to remove the blade guards to do so. Plaintiff contends nothing on the Saw or in the operating manual warned Plaintiff prior to the purchase that cuts that small could not be made on the Saw without the blade guards. However, Plaintiff was aware the Saw could not make those cuts using the guards, otherwise he would not have removed the guards to try to make that cut. Using the saw without the guard would be an obvious danger Delta would not need to warn Plaintiff about. Plaintiff's argument does not raise a triable issue of material fact. Cutting a piece of wood within 1.25-inches of the open saw blade is the kind obvious danger that does not require a warning. Plaintiff should have been aware of the potential dangers as a frequent user of the Saw. Plaintiff was aware the 1.25-inch cut could not be made with the blade guard in place which would suggest any cut less than 1.25-inches is not safe to make on the Saw, however Plaintiff removed the blade guards himself to attempt to make that cut. Thus, Plaintiff has not met the transferred burden of showing Delta failed to warn of the dangers involved with using the Saw, that the dangers were not obvious, or that Plaintiff was not the type of sophisticated user that should have known of the dangers of using the Saw. The Motion is granted as to this COA. **2) COA No. 2 – Negligence - Products Liability** A product may be defective either in manufacturing or design. Rest.3d Torts, Products Liability, § 2, p. 14.)" (*Brady v. Calsol, Inc*. (2015) 241 Cal. App. 4th 1212, 1218–19). In this case, plaintiff alleges a design defect. To establish a products liability claim for defective design, a plaintiff must offer evidence of both design defect and causation. (*Nelson v. Superior Court* (2006) 144 Cal.App.4th

		689, 695). California law recognizes two tests for establishing a design defect: (1) the consumer expectations test; and (2) the risk-benefit test. (*Campbell v. General Motors Corp.* (1982) 32 Cal.3d 112, 118). To proceed under the consumer-expectations test, a plaintiff must establish that the product's "objective features" were less safe than an ordinary consumer would expect. (*Chavez v. Glock, Inc.* (2012) 207 Cal.App.4th 1283, 1305). Under the risk-benefit test, a product is defective in design if the "design embodies excessive preventable danger, or, in other words, if the jury finds the that risk of danger inherent in the challenged design outweighs the benefits of such design" considering factors such as "the gravity of the danger posed by the challenged design, the likelihood that such danger would occur, the mechanical feasibility of a safer alternative design, the financial cost of an improved design, and the adverse consequences to the product and to the consumer that would result from an alternative design." (*Bell v. Bayerische Motoren Werke Aktiengesellschaft* (2010) 181 Cal.App.4th 1108, 1109). In this case, under either test, plaintiff cannot establish a defective design because it is undisputed that the Table Saw had been modified prior to the Accident and that it was not being operated as designed at the time of the Accident, which is what allowed Plaintiff to be exposed to the rotating blade. (UMF Nos. 18-21; 28-32; 44; 46). As plaintiff concedes, the saw was rendered unsafe not by a defect in design but by the plaintiff himself removing the safety guard meant to protect him. Thus, defendant has carried its burden of proving that plaintiff cannot establish a defective design and the burden shifts to the plaintiff to show a triable issue of fact. Here, plaintiff carries this burden by presenting evidence that the misuse of the table saw in this case may have been foreseeable. From both plaintiff's and defendant's witness, Plaintiff presents evidence that the blade guard on the subject table saw did not permit cuts within I inch of the blade. (AUMF 1-3). Plaintiff also presents evidence that such cuts were a normal and common part of woodworking. (AUMF 21). Assuming such assertions can be proved, it may be foreseeable that a woodworker would need to remove the guard from time to time. If this is the case, plaintiff can establish a design defect by virtue of defendant's failure to design the table saw to be safe for all foreseeable uses. *Bunch v. Hojjinger Industries, Inc.* (2004) 123 Cal.App.4th 1278, 1302-1303 ("[a] manufacturer is required to foresee some

		degree of misuse and abuse of a product and to take reasonable precautions to minimize the resulting harm"). Moreover, the factors a court considers in determining whether a design defect is present are fact specific. Here, to a woodworker using the table saw for a close cut, the likelihood and gravity of an injury are great and, although the plaintiff presents no *available* alternatives, it takes no expert testimony to assume the safety guard could be redesigned to be thinner or built into the blade mechanism to prevent its removal. Thus, a triable issue of material fact exists on this point. The court need not and does not consider defendants other arguments because the same factual issue of foreseeability exists whether the court examines the defense position as absence of proof of a defect, absence of proof of causation, or the defense of plaintiff's alteration of the table saw. The court also does not consider plaintiff's other arguments, such as the alleged availability of the saw safe technology, as it is not necessary to find a triable issue of fact. The Motion is **DENIED** as to this COA. **3) COA No. 3 – Negligence** "As with an action asserted under a strict liability theory, under a negligence theory the plaintiff must prove a defect caused injury. [Citation.] However, "[u]nder a negligence theory, a plaintiff must also prove 'an additional element, namely, that the defect in the product was due to negligence of the defendant." [¶] "[T]he test of negligent design 'involves a balancing of the likelihood of harm to be expected from a machine with a given design and the gravity of harm if it happens against the burden of the precaution which would be effective to avoid the harm.' [Citation.] ... 'A manufacturer or other seller can be negligent in marketing a product because of the way it was designed. In short, even if a seller had done all that he could reasonably have done to warn about a risk or hazard related to the way a product was designed, it could be that a reasonable person would conclude that the magnitude of the reasonably foreseeable harm as designed outweighed the utility of the product as so designed.' [Citation.] Thus, 'most of the evidentiary matters' relevant to applying the risk/benefit test in strict liability cases 'are similar to the issues typically

		presented in a negligent design case." (*Chavez, supra*, 207 Cal. App. 4th at 1304–05.) Thus, the same analysis in COA No. 2 applies here. As plaintiff presents a triable issue of material fact on whether the table saw, even though misused, was defective, the Motion is **DENIED** as to this COA. **4) Objections and RTJN** **Delta's Objections:** Overruled as to Nos. 1 and 47 (Evid. Code § 801); 2 – 3, 5, 11, 18, 26, 48, 50 – 55 (foundation/basis provided, provides background, relevant); 56, 58, 60 – 61, 67 (basis provided, permissible expert opinion); 66 (First two sentences – foundation provided); and 79 (erroneously numbered as 70 – foundation/basis provided). Sustained as to Nos. 13 (lacks foundation as to common use and costs, based on speculation); 14 (speculation, improper conclusion); 17 and 65 (lacks foundation/speculation as to opinion); 57 (speculation, misstates evidence); 66 (From, "The warning provided . . . - lacks foundation/misstates evidence. Overrule the remaining); and 80, 90, and 93 (erroneously numbered as 71, 79, and 82 (Civ. Proc. Code § 437c(d); Evid. Code §§ 403, 702). No ruling necessary pursuant to Civ. Proc. Code § 437c(q) as to Nos. 4, 6 – 10, 12, 15 – 16, 19 – 23, 27 – 46, 49, 59, 62 – 64, 68 – 78; and 81 – 89, 91 – 92, and 94 – 95 (erroneously Numbered as 72 – 78, 80 – 81, and 83 – 84. **Delta's Request to take Judicial Notice:** Granted pursuant to Evid. Code § 452(d). Moving party is ordered to give notice and to provide a proposed order regarding dismissal of COA 1.
3	30-2023-01369446 Evans vs. Del Mar Realty and Investments	Before the court are six discovery motions filed by Aaron Evans against Allview Real Estate, Inc. ("Allview") The motions are **GRANTED** in part and **DENIED** in part, as set forth below.

		Motion No. 1: MOTION TO COMPEL RE SPECIAL INTERROGATORIES, SET ONE There is a single interrogatory at issue in this motion. In Special Interrogatory No. 3, Evans asks "If YOU contend that EVANS misappropriated YOUR trade secrets, IDENTIFY all DOCUMENTS and ELECTRONICALLY STORED INFORMATION that CONSTITUTE the trade secrets." Allview states in its response that there are no documents which themselves "constitute" the trade secrets. Allview asserts that Evans is seeking identification of documents which "contain" the trade secrets which is different than the documents which actually constitute the trade secrets. In Allview's response to Interrogatory 11, it provides a description of what it alleges are the trade secrets Evans misappropriated. For example, Allview asserts that among the trade secrets misappropriated was Evans' knowledge of the customer's specific preferences as reflected in the "specific terms on which Del Mar contracted with these third-party property owner clients." Evans allegedly gained this information, in part, from looking at documents during his employment with Del Mar. As a result, in this instance, the distinction between the words "contain" and "constitute" is not a meaningful difference. Therefore, the motion is GRANTED and Allview is ordered to provide a further response to Interrogatory No. 3 which identifies the documents which either contain or constitute the trade secrets. Both parties requests for sanctions are DENIED. Allview to provide a further response within 20 days. Motion No. 2: MOTION TO COMPEL RE REQUESTS FOR PRODUCTION OF DOCUMENTS, SET ONE In this motion, Evans seeks an order compelling Allview to provide further answers to RPD Nos. 1, 3, 4, 6 – 7, 10 – 13, 15, 17 – 20, 22 – 25, 27, and 29 – 51. For purposes of analysis, the court finds that the requests each fall into one of five groups.

		In the first group are RPDs 1, 3, 4, 6 and 7 which seek documents that relate to trade secrets that Allview asserts Evans misappropriated. Allview asserts the motion should be denied as to these requests on the grounds they are protected trade secrets. The crux of Allview's trade secret objection is that it does not want Evans to see the documents that it claims are trade secrets. This argument lacks merit as there is a protective order in place which allows for designation of documents as "attorney's eyes only." Also, in Allview's response to Interrogatory 11 (Exh. 5 to the Evans Decl.), it lists what it contends "constitutes the 'Trade Secrets' at issue in this action." Allview asserts that Evans used these trade secrets to improperly take clients away from Allview. For example, Allview claims that the vendor agreements for specific clients and the client's preferences constitute trade secrets. In fact, in Allview's response to Interrogatory No. 6 where it was asked to identify all documents upon which it based its contention that Evans misappropriated trade secrets, Allview identified, inter alia, "all internal books and records of Del Mar Parties, including all records relating to its property management clients." As Allview has asserted that Evans has used his knowledge of information from certain documents to Allview's detriment, Allview should produce those documents before trial. Allview also asserts that producing the documents will invade the right of privacy of third parties, because of the production of, for example, social security numbers. First, there is a protective order in place in this action to which Allview agreed. Second, there is no reason why Allview cannot redact the personal financial information of the third parties. Third, the documents which Allview is being ordered to produce are those documents which it claims Evans misappropriated and thus is presumably already aware of. Also Allview cites no authority for the proposition that a plaintiff (in this instance, Allview) can sue a defendant and accuse him of using misappropriated trade secrets to the plaintiff's detriment but then refuse to produce the documents which embody those trade secrets. Instead, the cases cited by Allview refer to a plaintiff being prevented from using discovery to obtain the defendant's trade secrets. Here, Evans

		is defending against Allview's cross-complaint. The cases cited by Allview are therefore not persuasive. Accordingly, the motion is GRANTED, in part, as to RPDs 1, 3, 4, 6 and 7 and Allview is ordered to produce all documents which support its claim that Evans misappropriated trade secrets, including those documents identified in Allview's response to Special Interrogatory No. 6. This should include the documents which contain the information which Allview claims Evans misappropriated and upon which it bases its claim for misappropriation of trade secrets. In the second group are RPDs 11, 13, 15, 18-20, 22-25 and 27 which seek documents that relate to the purchase of Del Mar and communications by the parties. With respect to motions to compel further responses to requests for production of documents, Code Civ. Proc., §2031.310(b)(1) requires the moving papers to set forth specific facts showing good cause justifying the discovery sought by the inspection demand. To establish good cause for the subject requests, "the burden is on the moving party to show both: (1) relevance to the subject matter (e.g., how the information in the document would tend to prove or disprove some issue in the case); and (2) specific facts justifying discovery (e.g., why such information is necessary for trial preparation or to prevent surprise at trial)." *(Glenfed Develop. Corp. v. Superior Court* (1997) 53 Cal.App.4th 1113, 1117) As to these documents, Evans does not provide any discussion as to good cause. The separate statement is the same for each of the requests. Evans states that these requests are "tailored to discover facts regarding Allview's acquisition of Del Mar specifically referenced within Allview's cease and desist letter to plaintiff." Accordingly, the motion as to these document requests is DENIED. In the third group are RPDs 29-38 which seek financial data of Allview. The requests in this group seek the balance sheet, profit and loss statements and general ledgers for certain periods. Here too, the motion fails to sufficiently establish good cause.

		Evans argues these documents are necessary for damages calculations. Allview has explained the way in which it calculates damages. (See Response to Special Interrogatories 21 and 22) Allview states that it's calculation of damage is not based on its overall profitability. Evans provides no expert declaration as to how he would use the requested documents to calculate damages and Evans provides no explanation as to the manner in which this information would be used in the absence of expert testimony. Evans' general statement that this information is needed for damages calculations is insufficient and Evans has failed to meet his burden to submit evidence of good cause for the subject requests. Accordingly, the motion is DENIED as to RPDs 29-38. <u>In the fourth group are RPDs 39-48</u> which seek documents from Evans' computer at Del Mar. Requests 39 and 40 ask for emails sent from Evans' email address at Del Mar since 1/1/23. Allview fails to explain why Evans would not be entitled to this information, subject to the existing protective order. Requests 41-48 and 51 ask for various aspects of Evans' desktop computer, including work created, and the actual forensic image of the system. Evans explanation of good cause is merely that he needs the information to defend Allview's claims and prosecute his declaratory relief causes of action. Evans' explanation of good cause is insufficient and the court finds Evans has not met his burden on these requests. Accordingly, the motion is GRANTED as to Requests 39 and 40 and DENIED as to Requests 41-48 and 51. <u>In the fifth group are RPDs 49 and 50</u> which ask for documents identified by Allview in its responses to interrogatories. Allview states in its Further Supplemental Response that all "non-privileged" documents will be produced. (Exh. 11) Evans states that documents have not been produced (Evans Decl. ¶12) and Allview does not dispute that no documents have been produced (Opp. at 14:14-19). This suggests that documents are being withheld based on privilege. However, there is no privilege log as to what documents are being withheld in response to these requests. Accordingly, the motion is GRANTED, in part, and Allview is ordered to

		provide a privilege log for the privileged documents withheld for each request. Both parties requests for sanctions are DENIED. Where Allview has been ordered to provide further responses or a privilege log, such is to be done within 20 days. <u>FOUR MOTIONS TO COMPEL FILED 2/7/25</u> On 2/7/25, Evans filed four additional discovery motions against Allview: (1) Motion to Compel Further Responses to Form Interrogatories, Set Two, (2) Motion to Compel Further Responses To Special Interrogatories, Set Two, (3) Motion to Compel Further Responses to Requests For Admissions, Set Two, and (4) Motion to Compel Further Responses to Requests for Production, Set Two. The discovery requests that form the basis of each of these four motions were served on 12/3/24. (Hardeman Decl. at Exhs. 1-4) In the initial responses, there were only objections. (Hardeman Decl. at Exhs. 5-8) On 4/11/25, Allview served verified supplemental responses to each of the sets of discovery. (Copies attached as Exhibit 1 to each Opposition.) As a result, each motion to compel further responses is MOOT. However, there are two issues that remain. First is whether a privilege log was served with the responses to requests for production. Second is the issue of sanctions. In the court's review of the supplemental responses to Requests for Production, Set Two, there is no privilege log attached thereto as required under CCP §2031.240. Allview implies that it is withholding privileged documents because it says that it is only producing "non-privileged" documents. In the event a privilege log was provided and not attached to Exhibit 1, this is a non-issue. If a privilege log was not provided, then Allview is ordered to provide a privilege log within 20 days which identifies each request, each document withheld, and the privilege upon which the document is being withheld. With regard to sanctions, the discovery statutes require the imposition of sanctions unless the court finds that "the one subject to the sanction acted with substantial justification or

		that other circumstances make the imposition of the sanction unjust." (CCP §§2030.300(d), 2031.310(h), 2033.290(d).) Here, the meet and confer process started with a letter sent by Evans to Allview on 1/27/25. In that letter, Evans gave Allview until 2/10/25 to provide further responses. Allview responded on 2/5/25 stating that it would provide supplemental responses and would agree to extend the motion cut-off. On the one hand, Allview could have served the supplemental responses much sooner and provided a firm date for same rather than waiting until 4/11/25. On the other hand, Evans could have delayed filing the motions to allow for further responses. The court notes that its review of the email exchange between counsel reveals the acrimonious nature of the relationship between counsel. Nonetheless, based on the circumstances of this case the court finds that the imposition of sanctions would be unjust. Therefore the requests for sanctions by both parties are DENIED. Counsel for Evans is ordered to give notice of this ruling.
4	30-2024-01439798 Immigrant Rights Defense Council, LLC. vs. Le	The Motion To Deem Requests for Admissions Admitted filed by Plaintiff Immigrant Rights Defense Council, LLC against Defendant Hanh Thieu Le is **DENIED**. Responses to requests for admission are due 30 days after service (plus appropriate time for method of service). (CCP § 2033.250.) A propounding party may ask a court for an order that deems the matters contained in the requests for admission admitted if the receiving party fails to respond to the requests for admission. (CCP § 2033.280(b).) A court shall grant the order unless it finds that the party to whom the requests were directed has served responses in conformance with Code Civ. Proc. § 2033.220 before the hearing on the motion. (CCP § 2033.280(c).) Here, after serving Le with the complaint by personal service on 11/21/24, plaintiff waited the minimum number of days before mailing several sets of written discovery to Le on 12/2/24. Le did not understand the written discovery to have been different from the other documents that were served on 11/21/24. (Le Decl. ¶5)

		Le hired a lawyer and filed an answer on 1/30/25. At the same time, Le served plaintiff with a statutory offer to compromise. (Lopez Decl. ¶5) Although plaintiff's counsel, Mr. Medvei, was now aware that Le was represented by counsel, and despite the fact that Mr. Medvei knew no responses had been served, plaintiff's counsel remained silent. Mr. Medvei did not send an email or make a telephone call to notify counsel that the responses were overdue. Instead, Mr. Medvei filed the instant motion. Le's counsel's first notice of the pending discovery was the filing of the subject motion. (Lopez Decl. ¶6) Le then prepared and served verified responses to the RFAs on 2/17/25 which are in substantial compliance with the Code. (Exh. 4) Accordingly, the motion to have the requests for admissions deemed admitted is denied. With regard to monetary sanctions, such are appropriate unless the court finds that "the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust." (CCP §2033.290(d).) Plaintiff is correct that the discovery statute did not require its attorney to meet and confer with Mr. Le's attorney prior to filing the subject motion. However, as a matter of civility, it is reasonable in these circumstances to expect a lawyer to contact the opposing counsel before filing a motion and seeking monetary sanctions. The Preamble to the OCSC Local Rules states that the Orange County Superior Court expects all attorneys who appear before it to abide by the OCBA Civility Guidelines. These guidelines state in part that "Courts expect lawyers to show others respect. Lawyers are officers of the court. Each lawyer's conduct should reflect well on the judicial system, the profession, and the fair administration of justice. Judicial resources are limited and wisely conserved when lawyers avoid frivolous disputes." Filing a motion which would have been unnecessary if there were a simple email or telephone call is not a wise use of court resources. Counsel is advised to review the Civility Guidelines. "The term 'officer of the court,' with all the assumptions of honor and integrity that append to it, must not be allowed to lose its significance." (*Kim v. Westmore Partners, Inc.* (2011) 201 Cal. App. 4th 267, 292.) Based on the circumstances of this case, the imposition of sanctions would be unjust and therefore plaintiff's request for sanctions is denied.

		In addition, with regard to the several other discovery motions on calendar, the parties are ordered to meet and confer not less than 10 days prior to the dates the oppositions to those motions are due to determine whether the issues therein can be resolved. If the motions are not resolved, the results of the meet and confer should be addressed in the opposition and reply for each motion. If any motions are resolved, the moving party is ordered to file a notice of withdrawal. Counsel for Le is ordered to give notice of this ruling.
5	30-2022-01271233 Farahmand vs. Farahmand	Before the Court at present is the "Motion Pursuant to CCP Section 664.6 for Judgment for Partition and Sale of Real Property" etc., filed on 10/31/24 by Plaintiffs Bahram Farahmand, Firoozeh Sakhakorn, and Marmar Salimian as successor in interest to Fatemeh Farahmand (collectively the "Plaintiffs"). Plaintiffs here ask the Court to enforce the settlement agreement (the "Agreement") between Plaintiffs, on the one hand, and Defendants Bahman Farahmand and Shahin Arbibabidgoli (together the "Defendants") on the other, in accordance with C.C.P. § 664.6. Under C.C.P. § 664.6(a), where parties to pending litigation stipulate to a settlement in a writing signed by the parties, the court may, upon motion, enter judgment pursuant to the terms of the settlement, and may, if requested by the parties, retain jurisdiction over the parties to enforce the settlement until performance in full of the terms thereof. Here, the parties did so stipulate in the Agreement. (ROA 195, Ex. 1, at § 8.01.) Plaintiffs here request an order for partition and sale of the subject property based on the terms of the Agreement. But the parties do not dispute that Defendants cannot presently comply, as a separate action (and related lis pendens) is presently pending based on a prior escrow for sale of the same property. (See RJN Exs. 1 and 2.) The Court thus cannot currently order Defendants to "cancel escrow" and thus clear title, as required under the Agreement, because a third party has made separate claims concerning that escrow which are presently being separately litigated. Plaintiffs request in the alternative that the Court calculate

		their damages based on Defendants' breach and enter judgment accordingly. But although C.C.P. § 664.6 permits the Court here to receive evidence, determine disputed facts, and enter a judgment under the terms of the Agreement, it does not allow the Court to create material terms, as opposed to deciding what terms the parties themselves have previously agreed upon. (*Machado v. Myers* (2019) 39 Cal.App.5th 779, 790, citing *Osumi v. Sutton* (2007) 151 Cal.App.4th 1355, 1360.) This Court thus cannot impose on the parties any additional terms, or any terms that materially differ from those contained in the Agreement. (Id.) Here, although the Agreement contains an *exemplar* of how the sales proceeds might be distributed among the parties, it contains no liquidated damages provision or otherwise permit judgment to be entered for damages based on a breach. Thus, the Court also cannot grant the alternative request for relief here. The Motion is therefore **DENIED**, based on the limitations of C.C.P. § 664.6, without prejudice to any separate action which Plaintiffs may choose to pursue for relief. Plaintiff's Request for Judicial Notice is **GRANTED** under Ev. Code §452(d) as to the existence of the records, but not as to the truth of any disputed facts asserted therein. (*Fontenot v. Wells Fargo Bank, NA* (2011) 198 Cal.App.4th 256, 264; *Arce v. Kaiser Foundation Health Plan, Inc.* (2010) 181 Cal.App.4th 471, 482.) Counsel for Plaintiffs is to give notice of this ruling.
6	30-2023-01351306 Ravenscroft vs. Morning Lavender, LLC	**Off Calendar**
7	30-2023-01311293 M. vs. Saddleback Valley Unified School District	**I. Demurrer** The demurrer filed by defendants Saddleback Valley Unified School District (individually, the "District"); John Stamos; Eric Salazar; Curtis Madden; Mike Hoffman; Justin Safford; and Stephen Chanda (collectively, the "Defendants") directed to the Third Amended Complaint ("TAC") of plaintiff, I.M., a minor, by and through his guardian ad litem, Rebecca McKeown ("Plaintiff") is **OVERRULED**.

		The demurrer is based on two grounds: (1) that "Plaintiff's entire TAC is untimely and fails to allege facts sufficient to plead equitable estoppel as an affirmative defense to such untimeliness;" and (2) that 'Plaintiff's First Cause of Action for 'Gross Negligence' fails to identify a valid statutory basis against Defendants and is therefore subject to demurrer. As discussed below, the demurrer is overruled as to the first ground and sustained as to the second. A. Equitable Estoppel The court previously granted defendant's first demurrer, ruling that plaintiff's lawsuit was untimely because it was filed outside the six-month limitation period which commenced with the May 12, 2022 denial of plaintiff's government claim form filed April 6, 2022. The plaintiff claimed that the District was equitably estopped from asserting the limitations bar. The court granted leave to amend the complaint to set forth the basis for the equitable estoppel claims. Defendants now demur claiming plaintiff's amendments do not create a potential estoppel. To establish equitable estoppel as an exception to the bar of the Statute of Limitations, a plaintiff must establish the following four elements: 1. That the District said or did something that caused Plaintiff to believe that it would not be necessary to file a lawsuit; 2. That Plaintiff relied on the District's conduct and therefore did not file the lawsuit within the time otherwise required; 3. That a reasonable person in Plaintiff's position would have relied on the District's conduct; and 4. That Plaintiff proceeded diligently to file suit once he discovered the need to proceed. It is not necessary that the District has acted in bad faith or intended to mislead Plaintiff. CACI 456. Here, plaintiff's Third Amended Complaint alleges facts to support all of these elements. *Czajkowski v. Haskell and White LLP* (2012) 208 Cal. App. 4th 166, 173 (for purposes of analyzing a demurrer, the court accepts all properly pleaded facts as true).

		Addressing the first element, plaintiff alleges three contacts between his mother (Ms. McKeown) and the District in October of 2022 which made it appear that it was not necessary to file a lawsuit right away. Plaintiff claims Ms. McKeown spoke to someone named Ms. Ard in the school office who was willing to discuss the two claim forms Ms. McKeown had filed (one dated on April 6, 2022 and the other dated April 28, 2022) separately. According to the complaint, Ms. McKeown thought of these two claims as being separate from one another and Ms. Ard did not correct that misapprehension. Most importantly, plaintiff alleges that on October 20. 2022, the district sent her correspondence stating: > Please be advised that your client previously filed a Government Tort Claim with the District on April 6, 2022 which was rejected on May 12, 2022. Please be advised that no further action will be taken on the duplicate Government Tort Claim filed with the District. As to the first claim, the October 20 letter is clear. It was filed on April 6, 2022 and denied on May 12, 2022. As to the second claim, the October 20 letter is extremely ambiguous. What is important is that the letter does not say *why* the District was taking no action. Was it because the second claim was identical to the first or because the second claim was separate but also not granted? Although there is no reason to think the District acted in bad faith, it also did not disabuse Ms. McKeown of the reasonable (though errant) belief that the second claim was a separate one. It would be logical for Ms. McKeown to believe that because the second claim was filed separately (and contained different, though overlapping, claims) it must also be denied separately. According to the complaint, Ms. McKeown allegedly believed the October 20 letter was this denial.[1]

[1] In their reply brief, defendants argue that plaintiff cannot take the position that the October 20 letter denied the claim because they previously pled that the District took no action on the claim. However, as discussed above. the October 20 letter was ambiguous. Thus, the court cannot hold the plaintiff to one interpretation or the other. The court ordered plaintiff to amend the pleading to set forth the facts supporting equitable estoppel, and, in doing so, plaintiff is free to set forth a different interpretation of the October 20 letter.

		Lastly, the complaint alleges that Ms. McKeown had a final correspondence with a Matthew Takeda from the firm representing the district who also treated the two claims as separate and confirmed exactly what Ms. McKeown believed – that the October 20 letter was sent in response to the second claim. These allegations support the complaint's assertion that, after the October 20 letter, Ms. McKeown was under the impression she had six months to file her claim (i.e., that it was not necessary to file a lawsuit within the one month remaining on the limitations period for the first claim). Addressing the second element, the complaint, as mentioned above, states the Ms. McKeown relied on the October 20 letter (and the other October contacts with the district) in holding off on filing the complaint until the new year. Addressing the third element Ms. McKeown's failure to file the complaint within the limitations period for the first claim was reasonable. As far as the court is aware, Ms. McKeown has no legal training. Ms. McKeown filed two claims. There was no reason for her to know they would be merged into one by one by operation of law. Indeed, this merger was not clear to anyone until the court ruled on the first demurrer. Furthermore, as discussed above, it was reasonable for Ms. McKeown to treat the ambiguous October 20 letter as a denial of the second claim for limitations purposes. As alleged in the complaint, the October 20 letter was the first and only time she was told the district would not grant her second claim. Finally, addressing the last element of diligence, the complaint alleged that plaintiff filed his complaint in March of 2023 -- within what Ms. McKeown believed was the applicable limitations period. This is sufficient diligence to permit the suit to go forward. In their motion, defendants argue that this element is missing, contending plaintiff cannot take advantage of equitable estoppel "if there was still ample time to take action within the statutory period after the circumstances inducing delay have ceased to operate." Here, however, the complaint alleges that Ms. McKeown remained under the misimpression that her complaint was timely until plaintiff's complaint and this demurrer were filed. Thus, the misapprehension causing the delay did not cease to operate during the limitations period and the doctrine of equitable estoppel remains available to plaintiff.

		Thus, plaintiff's amended complaint contains all the allegations necessary to assert the equitable estoppel exception to the bar of the limitations period. Critically, this ruling is for pleading purposes only. It allows the case to go forward to discovery. At trial or in pre-trial motions, the court is completely free to reassess whether plaintiff has proven equitable estoppel based on new or the same evidence. B. Gross Negligence Defendants demur to plaintiff's first cause of action for gross negligence on the ground that no statute permits government liability for gross negligence. The court overrules this demurrer because Government Code section 831.7(c)(1)(E), one of the statutes cited in the complaint, expressly excepts "gross negligence" from the general rule of no liability of public entities for injuries caused to those involved in hazardous recreational activities, which includes "body contact sports," like football. Thus, there is statutory authority for this cause of action and the demurrer is overruled. **II. Motion to Strike** The defendants' Motion to Strike directed to the TAC is **GRANTED**. Defendants move to strike the references to punitive damages and attorney's fees in the TAC. ***Punitive Damages:*** Civil Code section 3294(a) provides that punitive damages may be awarded "in an action for breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice. . ." Civil Code section 3294, subdivision (c) defines malice, oppression and fraud as follows: (1) "Malice" means conduct which is intended by the defendant to cause injury to the plaintiff or despicable conduct which is carried on by the defendant with a willful and conscious disregard of the rights or safety of others. (2) "Oppression" means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights. (3) "Fraud" means an intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property

		or legal rights or otherwise causing injury. (Civ. Code, § 3294(c).) Despicable conduct is conduct that is "so vile, base, contemptible, miserable, wretched or loathsome that it would be looked down upon and despised by most ordinary decent people." (*Pac. Gas & Elec. Co. v. Superior Court* (2018) 24 Cal.App.5th 1150, 1159 (internal citations omitted)). "California does not recognize punitive damages for conduct that is grossly negligent or reckless." (*Colombo v. BRP US Inc.* (2014) 230 Cal.App.4th 1442, 1456, fn 8; see also, *Taylor v. Superior Court* (1979) 24 Cal.3d 890, 899–900 [noting "ordinarily, routine negligent or even reckless disobedience of [the] laws would not justify an award of punitive damages"]; *Egan v. Mutual of Omaha Ins. Co.* (1979) 24 Cal.3d 809, 828 [noting that punitive damages should be awarded "only in the most outrageous cases" and noting that to be awarded, the "act complained of must not only be willful, in the sense of intentional, but it must be accompanied by some aggravating circumstance amounting to malice"].) Defendants are correct that the TAC fails to allege facts sufficient to support entitlement to punitive damages. Plaintiff's allegations that Defendants failed to properly equip him with appropriately fitted football gear and required him to play additional football games despite injury do not demonstrate conduct that is sufficiently outrageous or vile that it would be looked down upon by most people. Accordingly, the motion to strike as to punitive damages is granted without leave to amend, but without prejudice to later motion to amend should facts supporting punitive damages be uncovered in discovery. ***Attorney Fees:*** In the Opposition, Plaintiff states he "concedes [Defendants'] argument to strike his request for attorney fees." Accordingly, the motion to strike as to attorney fees is granted without leave to amend, but without prejudice to later motion to amend should facts be uncovered in discovery to support the request. Counsel for Defendants is ordered to give notice of these rulings.