TENTATIVE RULINGS
DEPARTMENT C13 - LAW AND MOTION CALENDAR

Judge Jonathan Fish

April 21, 2025

LAW AND MOTION IS HEARD ON MONDAYS AT 1:30 P.M.

Court Reporters: Official court reporters (i.e., court reporters employed by the Court) are **NOT** typically provided for law and motion matters in this Department. If a party desires a record of a law and motion proceeding, it must provide a court reporter. Parties must comply with the Court's policy on the use of privately-retained court reporters, which can be found at:

- Civil Court Reporter Pooling;
- Please see the Court's website at Court Reporter Interpreter Services for additional information regarding the availability of court reporters.

Tentative Rulings: The Court endeavors to post tentative rulings on the Court's website by 5 p.m. on the preceding Friday. Do NOT call the Department for a tentative ruling if none is posted. Tentative rulings may not be posted on every case – or may be posted the morning of the hearing – due to the Court's other commitments or the nature of a particular motion. **The Court will NOT entertain a request for continuance or the filing of further documents once a tentative ruling has been posted.**

Submitting on tentative rulings: If all counsel intend to submit on the tentative ruling and do not desire oral argument, please advise the Courtroom Clerk or Courtroom Attendant by calling (657) 622-5213. Please do not call the Department unless all parties submit on the tentative ruling. If all sides submit on the tentative ruling and so advise the Court, the tentative ruling shall become the Court's final ruling and the prevailing party shall give notice of the ruling and prepare an order for the Court's signature, if appropriate under Cal. R. Ct. 3.1312.

Non-appearances: If no one appears for the hearing and the Court has not been notified that all parties submit on the tentative ruling, the Court shall determine whether the matter is taken off calendar or the tentative ruling becomes the final ruling. 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.)

Appearances: Remote and In-Person Proceedings. Parties are referred to the Court's "Appearance Procedures and Information – Civil Unlimited and Complex" and "Guidelines for Remote Appearances" available on the Public Website.

#	Case Name	
1	Avery vs. GN Netcom, Inc. 2023-01323352	Motion to Appear Pro Hac Vice Defendant GN Audio USA, Inc.'s motion for an order granting the application of Simon Fleischmann to appear as counsel pro hac vice is granted. The unopposed application satisfies the requirements of Rule of Court 9.40. Simon Fleischmann is granted pro hac vice admission to this court to represent the defendant in this action. Defendant shall give notice of the ruling.
2	Bastani vs. Khatami 2022-01291818	Motion to Compel Deposition (Oral or Written) Plaintiff Victoria Bastani's motion to compel the deposition of Defendant Nasir Khatami is granted. Plaintiff objections are sustained as to Nos. 3, 4, 6, 7, 11, 12, and 13 and overruled as to the remainder. (ROA 406.) Code of Civil Procedure section 2025.450 provides a party noticing a deposition "may move for an order compelling the deponent's attendance and testimony, and the production for inspection of any document, electronically stored information, or tangible thing described in the deposition notice" if, "after service of a deposition notice, a party to the action or an officer, director, managing agent, or employee of a party, or a person designated by an organization that is a party under Section 2025.230, without having served a valid objection under Section 2025.410, fails to appear for examination, or to proceed with it, or to produce for inspection any document, electronically stored information, or tangible thing described in the deposition notice." (Code Civ. Proc., § 2025.450, subd. (a).) Defendant objects to the taking of Defendant Nasir Khatami's deposition due to health concerns and requests instead that Plaintiff stipulate to Mr. Khatami answering written questions in lieu of sitting for an oral deposition. Code Civ. Proc., § 2025.420 provides that if good cause is shown, the court can order that a deponent's testimony be taken by written instead of oral examination. (Subd. (6).) And, Code Civ. Proc., §

2017.020(a) states that "[t]he court shall limit the scope of discovery if it determines that the burden, expense, or intrusiveness of that discovery clearly outweighs the likelihood that the information sought will lead to the discovery of admissible evidence."

Defendants argue in opposition to the motion that there is good cause justifying a written examination, because Mr. Khatami has severe physical disabilities and is largely confined to his bed due to spinal injury, seizures, kidney disease, heart disease, and pulmonary issues. Additionally, Defendants state that he has psychotic depression, debilitating anxiety, and suicidal ideation.

Defendants submit two brief doctor notes from November of 2024, from an internal medicine doctor and a psychiatrist. (ROA 384, 385.) Dr. Nazemi advises that Mr. Khatami avoid stressful environments as "they could exacerbate his severe medical and mental conditions, potentially endangering his life," and Dr. Chaffee states that Mr. Khatami "suffers from severe psychotic depression," and "has fatigue, poor concentration, memory impairment, delusions, and hallucinations," and "will be unable to sit and accurately respond to an oral deposition." Neither doctor points to any specific medical records supporting these statements.

The only other evidence submitted from a medical professional is a declaration from Mr. Khatami's son-in-law, a neurologist and psychiatrist. (ROA 390.) The Court is hesitant to rely on this declaration given the familial relationship between the declarant an Mr. Khatami.

Defendant Mina Khatami, Nasir's wife and caregiver submits a lengthy declaration as well. (ROA 388.) The Court questions the credibility of Mrs. Khatami, as she declares that at her daughter's wedding in 2021, Mr. Khatami was unable to participate, and only "stood up from his seat during the wedding for a brief moment to 'dance.'" Mrs. Khatami declares that she "held his arms as he swayed to the music before [she] assisted him in sitting back down." (Khatami Decl., ¶ 15.) In reply, Plaintiff submits a flash drive showing a video from Defendants' daughter's wedding in 2021 (Supp. Kleindienst Ex. J.) that shows Mr. Khatami up and dancing without assistance, contradicting Mrs. Khatami's declaration.

Further contradicting Defendants' claims regarding the stress that participating in this litigation would cause, is the fact that Mr. Khatami voluntarily attended a third-party deposition remotely on 9/4/24. (Supp. Kleindienst ¶ 9.)

		To be sure, the Court is sympathetic to Defendant's concerns regarding his deposition, as well as his health conditions. With that said, the Court finds Defendant's recent medical records to be the most persuasive and relevant. These records reflect Defendant's treatment in January and February of this year (contrasted with Plaintiff's evidence that is all dated prior.) In these medical records, dated 2/14/25, 2/10/25, 1/31/25, 1/29/25, 1/27/25, and 1/23/25, Defendant is described as "alert," "cooperative," "fully oriented," "not anxious or depressed," and "feel[ing] better." (Supp. Kleindienst Ex. N at 5, 10, 17, 28-29, 40, 51, 61-62, 75, 96.) The records repeatedly state Defendant is "negative for dizziness, syncope, weakness, lightheadedness and headaches" and "negative for confusion, hallucinations and suicidal ideas." (*Id*. at 4, 16, 27, 39, 50, 60.) In sum, the Court finds that Defendants fail to establish that Mr. Khatami's health is such that he is unable to provide accurate testimony or that a deposition would be so dangerous to his health as to outweigh Plaintiff's right to take his deposition. The parties are ordered to meet and confer on the parameters of Defendant's deposition in order to best accommodate his conditions and minimize any potential stress. The Plaintiff and Defendant are ordered to meet and confer regarding Defendant's chosen place for the deposition as well as the length and timing (e.g., if morning or afternoon is better, and if there should be a maximum number of hours per day). Defendant is ordered to appear for his deposition on a date, or dates, agreeable to both sides within 45 days of this ruling. Plaintiff shall give notice.
3	Bazil vs. California Automobile Insurance Company 2024-01403685	**1.** Motion to Strike Portions Of Complaint The motion by Defendant California Automobile Insurance Company ("Defendant") for an order striking the punitive damages allegations and prayer for punitive damages from the First Amended Complaint ("FAC") filed by Plaintiff Roderick Bazil ("Plaintiff") is granted with 15 days leave to amend. Pursuant to Code of Civil Procedure section 436, the Court may: (a) Strike out any irrelevant, false, or improper matter inserted in any pleading.

(b) Strike out all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court.

"The grounds for a motion to strike shall appear on the face of the challenged pleading or from any matter of which the court is required to take judicial notice." (Code Civ. Proc., § 437, subd. (a).)

"[J]udges read allegations of a pleading subject to a motion to strike as a whole, all parts in their context, and assume their truth." (*Clauson v. Superior Court* (1998) 67 Cal.App.4th 1253, 1255.)

Plaintiff may recover exemplary damages in an action for the breach of an obligation not arising from contract if Plaintiff proves by clear and convincing evidence that Defendant is "guilty of oppression, fraud, or malice." (Civ. Code § 3294, subd. (a).) Malice is defined as "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." (Civ. Code § 3294, subd. (c)(1).) Oppression is defined as "despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights." (Civ. Code § 3294, subd. (c)(2).) Fraud is defined as "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, subd. (c)(3).)

Punitive damages cannot be pled in conclusory terms, instead the facts supporting a claim for punitive damages must be set out clearly, concisely, and with particularity. (*Smith v. Superior Court* (1992) 10 Cal.App.4th 1033, 1041-1042.) However, "it has long been recognized that '(t)he distinction between conclusions of law and ultimate facts is not at all clear and involves at most a matter of degree.'" (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.) "What is important is that the complaint as a whole contain sufficient facts to apprise the defendant of the basis upon which the plaintiff is seeking relief." (*Id*.)

"When the defendant is a corporation, '[a]n award of punitive damages against a corporation…must rest on the malice of the corporation's employees.'" (*Wilson v. Southern California Edison Co.* (2015) 234 Cal.App.4th 123, 164 [citing *Cruz v. HomeBase* (2000) 83 Cal.App.4th 160, 167].)

		An employer shall not be liable for punitive damages "based upon acts of an employee of the employer, unless the employer had advance knowledge of the unfitness of the employee and employed him or her with a conscious disregard of the rights or safety of others or authorized or ratified the wrongful conduct for which the damages are awarded or was personally guilty of oppression, fraud, or malice. With respect to a corporate employer, the advance knowledge and conscious disregard, authorization, ratification or act of oppression, fraud, or malice must be on the part of an officer, director, or managing agent of the corporation." (Civ. Code, § 3294, subd. (b).) Plaintiff concedes Plaintiff did not allege sufficient facts to support a claim for punitive damages against a corporate defendant. Plaintiff did not allege sufficient facts to show malice, oppression, or fraud. (*See, Nickerson v. Stonebridge Life Ins. Co.* (2016) 5 Cal.App.5th 1, 21-22.) Accordingly, the motion to strike the punitive damages allegations and prayer for punitive damages is granted with 15 days leave to amend. Defendant shall give notice. **2.** Case Management Conference Continued to 12-82025 at 9:00 a.m.
4	C. vs. DOE 1 2022-01274942	Motion for Summary Judgment and/or Adjudication **Continued to 11/24/2025 per stipulation**
5	Capuleno vs. El Pollo Loco, Inc. 2023-01324749	Motion for Summary Judgment and/or Adjudication Cross-Defendant Adriano Design's ("Adriano Design") motion for summary judgment or, alternatively, summary adjudication, against Cross-Complainants, El Pollo Loco, Inc. and El Pollo Loco Holdings, Inc. (collectively, "El Pollo Loco"), is denied. <u>Procedural Issues</u> Adriano Design's request for judicial notice of the complaint is granted. El Pollo Loco's objections, nos. 1 and 2, to Adriano Design's evidence, are overruled. Adriano Design's request for the court to refuse to consider the opposition is declined, as is El Pollo Loco's request for the court to treat the motion as one solely for summary judgment.

Merits

Adriano Design moves for summary judgment or, alternatively, for summary adjudication on El Pollo Loco's cross-claims for: (1) comparative indemnity and apportionment of fault, (2) total equitable indemnity, (3) contribution, (4) breach of implied warranty, and (5) declaratory relief.

Legal Standard

"[F]rom commencement to conclusion, the party moving for summary judgment bears the burden of persuasion that there is no triable issue of material fact and that he is entitled to judgment as a matter of law." (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.) A "party moving for summary judgment bears an initial burden of production to make a prima facie showing of the nonexistence of any triable issue of material fact. . . ." (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.) "A prima facie showing is one that is sufficient to support the position of the party in question." (*Id.* at p. 851.) A defendant meets his or her burden in a summary adjudication motion "by negating an essential element of the plaintiff's case, or by establishing a complete defense, or by demonstrating the absence of evidence to support the plaintiff's case." (*Angelica Textile Services, Inc. v. Park* (2013) 220 Cal.App.4th 495, 504 [citations omitted].)

Once a defendant meets its prima facie showing, the burden shifts to the plaintiff to show by reference to specific facts the existence of a triable issue as to that affirmative defense or cause of action. (*Aguilar v. Atlantic Richfield Co.*, *supra*, 25 Cal.4th at p. 850.) To meet this burden, the plaintiff must present substantial and admissible evidence creating a triable issue. (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 163.) In ruling on the motion, the court must consider all of the evidence and all of the inferences reasonably drawn therefrom, and must view such evidence and such inferences in the light most favorable to the opposing party." (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.) The court "may not weigh the plaintiff's evidence or inference against the defendants' as though it were sitting as the trier of fact," but "it must nevertheless determine what any evidence or inference could show or imply to a reasonable trier of fact." (*Id.* at 856.)

Application

Adriano Design seeks summary judgment, or adjudication, based on the following "fact"—that the "spoliation" of the subject chair means El Pollo Loco cannot prove any of their cross-claims. Specifically, Adriano Design argues the claims "must be dismissed because the facts demonstrate that Cross-Complainants disposed of the Chair involved in the Subject Accident and thereby cannot establish the

		Subject Chair was in fact sold by Adriano Design." (ROA 66—Mot. at p. 9.) The court finds Adriano Design has not met its initial burden of showing there is no triable issue of material fact and that it is entitled to judgment as a matter of law. The issue of whether Adriano Design is entitled to a sanction for the purported spoliation of the chair is not before the court. The only question to be determined is whether Adriano Design has met its initial burden of establishing that El Pollo Loco does not possess, and cannot reasonably obtain, needed evidence to show that the subject chair came from Adriano Design. In support of this "fact," Adriano Design proffered evidence that: [1] an attorney for El Pollo Loco told Adriano Design's attorney that "his client has been unable to locate the subject chair and has, in fact, disposed of it" (Akhavan Decl. at ¶ 5); and [2] the owner of Adriano Design "upon careful examination of the photographs of the subject chair" was "unable to identify the chair as being sold by Adriano Design" and "there are in fact other suppliers offering the identical chairs" (Michaels Decl. at ¶ 2). This evidence does not show El Pollo Loco has no evidence from which a factfinder could determine that the subject chair was obtained from Adriano Design. As Michaels points out in his declaration, there are "identical chairs" offered by other suppliers, so, even assuming the chair was in El Pollo Loco's possession, presumably, additional evidence (e.g., an invoice) would be required to show that the chair was sold by Adriano Design. The court need not resolve the question of whether El Pollo Loco will ultimately present evidence that the subject chair was purchased from Adriano Design. Because Adriano Design did not meet its initial burden, the motion is denied. El Pollo Loco is ordered to give notice of the ruling.
6	Higby vs. Seabreeze Management Company, Inc. 2023-01328795	Motion for Leave to File Cross Complaint Defendant Great Scott Tree Service, Inc. seeks an order permitting Great Scott leave to file a cross-complaint to assert causes of action against Briosa Owners' Association. (Code Civ. Proc., §§ 426.50, 428.10, subd. (b), and 428.50; *Silver Organizations Ltd. v. Frank* (1990) 217 Cal.App.3d 94, 98-99.) As an initial matter, the Court notes Great Scott's proof of service states the server "caused the above-listed document(s) by hand to the office of the person(s) listed below." (Declaration of Proof of Service, ROA No. 57 and 66.) However, Great Scott did not file any proof of service showing the papers were actually personally delivered on the

		parties. The Court notes the Clerk provided notice to all parties of the advanced hearing date. Subject to any objections regarding service, Great Scott's unopposed motion is granted. Great Scott submitted a copy of their proposed cross-complaint against a current nonparty, Briosa Owners' Association. (Cayaba Decl., Exhibit A.) Great Scott's claims in the proposed cross-complaint arise out of the same transaction, occurrence, or series of transactions or occurrences as the causes of action brought against Defendants. (Code Civ. Proc., § 428.10, (b); *Time for Living, Inc. v. Guy Hatfield Homes/All American Development Co.* (1991) 230 Cal.App.3d 30, 38; Complaint; Cayaba Decl., Exhibit A.) Great Scott's seeks indemnity and contribution against Briosa Owners' Association, contending Briosa had a duty to notify the residents of the tree-trimming activity. Great Scott showed it acted in good faith. Great Scott was unaware of Briosa's potential liability at the time Great Scott filed an answer and only discovered the potential liability during recent discovery. (Cayaba Decl., ¶¶ 5-11 and 13, Exhibits B, C, D, E, and F.) Permitting leave to file the cross-complaint furthers the interests of justice, promotes judicial economy, and permits all claims to be adjudicated on the merits at the same time. There is no opposition to this motion. There is no showing of any prejudice. Great Scott's unopposed motion is granted. Great Scott shall electronically filed and serve the proposed cross-complaint attached as Exhibit A to Attorney Cayaba's Declaration on all parties who have appeared within 10 days. Great Scott shall give notice.
7	Lomeli de Facio vs. Sodexo, Inc. 2020-01162342	**1.** Motion to Compel Answers to Special Interrogatories**2.** Motion to Compel Answers to Special Interrogatories**3.** Motion to Compel Answers to Special Interrogatories**4.** Motion to Compel Production**5.** Motion to Compel Production**6.** Motion to Compel Production Plaintiff Felixitas Lomeli De Facio's motions to compel Defendant Sodexo, Inc. to serve responses to her special interrogatories, sets 2 and 3, and requests for production of documents, sets 2 and 3, are continued to May 19, 2025 at 1:30 pm in Dept. C13. Plaintiff Felixitas Lomeli De Facio's motions to compel Defendant Anaheim Regional Medical Center to serve responses to her special

		interrogatories, set 2, and requests for production of documents, set 2, are also continued to May 19, 2025 at 1:30 pm in Dept. C13. Plaintiff's proofs of service are defective. The motions were e-served, but the sender's email address was not included per Code Civ. Proc., § 1013b(b)(1), which provides that proof of electronic service shall include "[t]he electronic service address and the residence of business address of the person making the electronic service." No oppositions have been served. Thus, the Court is unable to verify that Defendants received notice of Plaintiff's motion. In addition, the Court notes that Defendant Sodexo, Inc. has a pending motion for relief from waiver of objections related to this same discovery set for May 19, 2025. The interests of judicial economy will best be served if all motions are heard on the same day. Plaintiff is ordered to file and serve proofs of service that comply with Code Civ. Proc., § 1013b(b)(1) for all motions, as well as give notice of this ruling, and file proof of service of same no later than five court days prior to the continue hearing date.
8	Phillips vs. Deis 2024-01373420	Motion for Determination of Good Faith Settlement On cross-defendant Harbor Ridge Association's motion for good faith settlement determination, the court notes that Cross-Defendant's proof of service does not comply with Code Civ. Proc. §1013b(b)(3) as it does not show the email address from which email service was made. [ROA #133.] Subject to Cross-Defendant filing a corrected proof of service by the time of the hearing, the court is prepared to grant the motion. Otherwise, the hearing will be continued to 6-23-2025 at 1:30 p.m.. **Good Faith Settlement Law** Section 877.6 applies to a settlement between a plaintiff and an alleged tortfeasor. Cal. Code Civ. Proc. § 877.6(a)(1). Section 877.6 allows a settling defendant to obtain a determination that his settlement is in good faith, and thus to bar action for contribution or indemnity by the remaining tortfeasors. Cal. Code Civ. Proc. § 877.6(c). The word alleged means the defendant need not be found liable; the plaintiff's allegations are sufficient. *Hartford Acc. & Indem. Co. v. Superior Court* (1995) 37 Cal. App. 4th 1174, 1179. A written settlement agreement need not be executed and presented with the motion for good faith settlement determination so long as the

court and all the parties are timely advised of the important terms of the settlement. *Alcal Roofing and Insulation v. Superior Court* (1992) 8 Cal. App. 4th 1121, 1127.

As to the good faith determination itself, there is no precise yardstick for measuring "good faith" of a settlement with one of several tortfeasors. But it must harmonize the public policy favoring settlements with the competing public policy favoring equitable sharing of costs among tortfeasors. To accomplish this, the settlement must be within the "reasonable range" (within the "ballpark") of the settling tortfeasor's share of liability for the plaintiff's injuries. *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc.* (1985) 38 Cal. 3d 488, 499.

The determination whether a settlement is "within the ballpark" must be based on information available at the time of settlement. *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc.*, 38 Cal. 3d at 499 ("[P]ractical considerations obviously require that the evaluation be made on the basis of information available at the time of settlement."). *See also Cahill v. San Diego Gas & Electronic Company* (2011) 194 Cal. App. 4th 939, 962-64 (finding settlement reasonable based on facts understood and claims asserted at time of settlement).

The California Supreme Court in *Tech-Bilt v. Woodward-Clyde & Assoc.*, 38 Cal. 3d 488 (1985), set forth the factors to determine good faith. The factors are: (1) a rough approximation of plaintiffs' total recovery and the settlor's proportionate liability; (2) the amount paid in settlement; (3) the allocation of settlement proceeds among plaintiffs; (4) the recognition that a settlor should pay less in settlement than he would if he were found liable after a trial; (5) the financial conditions and insurance policy limits of settling defendants; (6) the existence of collusion, fraud or tortious conduct aimed to injure the interests of nonsettling defendants. *Tech-Bilt*, 38 Cal. 3d at 499-500.

The most important factor is the settling party's proportionate liability. *Mattco Forge, Inc. v. Arthur Young & Co.*, 38 Cal. App. 4th 1337, 1350 (1995). A court must consider not only the settlor's potential liability to the plaintiff, but also its proportionate share of culpability as among all parties alleged to be liable for the same injury. *TSI Seismic Tenant Space, Inc. v. Superior Court*, 149 Cal. App. 4th 159, 166 (2007). Because a good faith determination bars indemnity claims by non-settling parties, the true value of the settlement to the settlor may not be the amount paid to the plaintiff, but rather the value of the shield against such indemnity claims. *Id.* at 166-67.

		Under the statute, the burden of proof is on the party opposing the good faith determination. Cal. Code Civ. Proc. § 877.6(d). Thus, where the nonsettling defendants do not oppose a motion for good faith settlement determination on the good faith issue, "a barebones motion which sets forth the ground of good faith, accompanied by a declaration which sets forth a brief background of the case is sufficient." *City of Grand Terrace v. Superior Court* (1987) 192 Cal. App. 3d 1251, 1261. In other words, only when the application is contested or motion for good faith determination is opposed need the court consider and weigh the *Tech-Bilt* standards. *Id.* **Application** Here, there is no evidence as to the amount of damages/cost of repair claimed by Plaintiffs based on the condition of the house or what settlement demands they have made. Nonetheless, Cross-Defendant has made a persuasive showing that its proportionate liability, if any, is minimal. [Ayotte Decl., ¶¶ 5-6, 8-11 and Ex. 1.] In the absence of any challenge, a "barebones motion which sets forth the ground of good faith, accompanied by a declaration which sets forth a brief background of the case, is sufficient." *City of Grand Terrace v. Superior Court* (1987) 192 Cal.App.3d 1251, 1261-1262 ("The ultimate determinant of good faith in whether the settlement is grossly disproportionate to what a reasonable person at the time of the settlement would estimate settlor's liability to be."); Cal. Prac. Guide: Civ. Proc. Before Trial at § 12:871. Accordingly, if proper service is shown by a complete proof of service, the court is prepared to grant Cross-Defendants' unopposed motion for good faith settlement determination and sign its proposed order.
9	Solis vs. Jordan 2024-01411870	**1.** Motion to Compel Answers to Form Interrogatories **2.** Motion to Compel Answers to Special Interrogatories **3.** Motion to Compel Production **4.** Motion to Compel Response to Requests for Admissions **Off Calendar**
10	Torres vs. Alcala 2023-01324923	Motion to Strike or Tax Costs Plaintiffs Marty Torres and Carlos Martinez (collectively, "Plaintiffs") seek an order striking a memorandum of costs, or alternatively, taxing certain costs. Plaintiffs also request Frank Granato and Financial Center West, Inc. pay Plaintiffs $1,060.

As an initial matter, the Court notes Plaintiffs did not properly serve the notice of motion and supporting papers on Defendants Diana Alcala and Robert Carlos Alcala, who are self-represented. Plaintiffs did not show these two self-represented litigants affirmatively consented to electronic service. (Cal. Rules of Ct., Rule 2.251(c)(3)(B).) However, this service defect is not fatal to this motion. (*Caruthers Bldg. Co. v. Johnson* (1916) 174 Cal. 20, 24 ["The failure to serve a given party will not deprive the court of jurisdiction to grant the motion in so far as it can be granted without affecting the rights of the party not served."].)

In addition, Plaintiffs' proof of service did not strictly comply with Code of Civil Procedure section 1013b, subdivision (b)(4).

More importantly, Plaintiffs' notice of motion states Plaintiffs are seeking to strike "Plaintiff's claimed costs in their entirety, or in the alternative, to Tax the Plaintiff's claimed costs and award monetary sanctions" against Frank Granato and Financial Center West, Inc. (Notice, 1:23-24 and 2:1-2.)

"A notice of motion must state in the opening paragraph the nature of the order being sought and the grounds for issuance of the order." (Cal. Rules of Ct., Rule 3.1110(a)). A basic tenet of motion practice is that the notice of motion must state the grounds for the order being sought and courts generally may consider only the grounds stated in the notice of motion. (*Kinda v. Carpenter* (2016) 247 Cal.App.4th 1268, 1277.) The purpose of the notice requirements is to cause the moving party to sufficiently define the issues for the information and attention of the adverse party and the court. (*Id*.)

When a motion does not comply with Code of Civil Procedure section 1010 and California Rules of Court, Rule 3.1110(a), "the trial court could reasonably have rejected the entire motion as defective and noncompliant with California rules and statutes." (*Luri v. Greenwald* (2003) 107 Cal.App.4th 1119, 1127; *see, 366-386 Geary St., L.P. v. Superior Court* (1990) 219 Cal.App.3d 1186, 1200 [Relief properly denied when statutory authority only cited in the caption for petition but not raised in the notice or supporting papers by reference or discussion of the statute.].) The trial court may also overlook these defects and review the documents to determine the specific basis upon which relief is sought, as permitted by *Carrasco v. Craft* (1985) 164 Cal.App.3d 796, 807-808. (*Luri*, 107 Cal.App.4th at 1127; *Carrasco v. Craft* (1985) 164 Cal.App.3d 796, 808 ["Even though the notice of motion fails to state a particular ground for the motion, where the notice states, as here, that the motion is being made upon the notice of

		motion and accompanying papers and the record, and these papers and the record support that particular ground, the matter is properly before the court and the defect in the notice of motion should be disregarded."].) Defective notice may also be sufficient "if the omitted issue, or ground for relief, was raised without objection before the trial court." (*Kinda*, 247 Cal.App.4th at 1277.) No opposition was filed. It is likely Plaintiffs inadvertently stated "Plaintiff's claimed costs" in their notice of motion. It is clear from the supporting memorandum and declaration that Plaintiffs are seeking to strike and/or tax Defendant Financial Center West, Inc.'s costs. Because no opposition was filed and the notice of motion is unclear, the hearing on this motion is continue to June 2, 2025 at 1:30 PM in Department C13. No later than May 1, 2025, Plaintiffs shall (1) file an amended proof of service showing the notice and moving papers were properly served on all parties and (2) serve and file an amended notice. Plaintiffs shall give notice.