

TENTATIVE RULINGS
Judge Lindsey E. Martínez, Dept. C24

“Civility is not about etiquette. This is not a matter of bad manners. Incivility slows things down, it costs people money – money they were counting on their lawyers to help them save. And it contravenes the Legislature’s directive that ‘all parties shall cooperate in bringing the action to trial[.]’ (Code Civ. Proc., § 583.130.)” (*Masimo Corp. v. The Vanderpool Law Firm, Inc.* (2024) 101 Cal. App. 5th 902, 911; *see generally* OCBA Civility Guidelines.)

- The court encourages remote appearances to save time and reduce costs.
- All hearings are open to the public.
- You must provide your own court reporter and interpreter, if required.
- Call the other side and ask if they will submit to the tentative ruling. If everyone submits, call the clerk. The tentative ruling will become the order. If anyone does not submit, there is no need to call the clerk.
- The court will hold a hearing. The court may rule differently at the hearing. (*See Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442, fn. 1.)

Hearing Date: June 8, 2026 at 1:30 pm

Rulings Posted: 6/5/26 at 12 pm

#	Case Name	Tentative
301	<i>Mann vs. Knuppel</i>	<p>The motion for summary judgment directed to the second amended complaint (SAC) of plaintiff Alex Mann (Plaintiff) filed by defendants Neil W. Knuppel and Neil W. Knuppel, a Professional Corporation (collectively, Knuppel) is DENIED.</p> <p>Knuppel’s request for judicial notice is GRANTED as to the existence of and legal effects of the records, but not as to the truth of any disputed facts asserted therein. (Evid. Code § 452(d).)</p> <p>Here, Knuppel filed a motion for summary judgment only. Thus, the presence of <i>any</i> triable issue of material fact requires denial of the motion.</p>

		<p><i>(Homestead Sav. v. Sup.Ct. (Dividend Develop. Corp.) (1986) 179 Cal.App.3d 494, 498.)</i></p> <p>Knuppel failed to meet their initial burden of demonstrating the nonexistence of a triable issue of fact as to whether Plaintiff’s claims are time-barred pursuant to Code of Civil Procedure section 340.6, subdivision (a). The SAC alleges this action is brought “as a result of [defendants’] representation of Plaintiff in <u>three</u> probate actions brought in the Superior Court of Orange County, California.” (SAC ¶ 1; see also SAC ¶ 8.)</p> <p>Knuppel’s motion, however, addresses only two probate actions – case numbers 30-2015-00802939 and 30-2016-00832674. (See Motion at pp. 7:10-12; 13:13-28; UMF 1, 19-22.) Knuppel failed to offer any argument or evidence pertaining to the third probate action as alleged in the SAC and thus failed to address the full scope of Plaintiff’s claims against them.</p> <p>The pleadings serve as the “outer measure of materiality in a summary judgment motion.” (<i>White v. Smule, Inc.</i> (2022) 75 Cal.App.5th 346, 354.) Therefore, in order to obtain summary judgment, it was incumbent upon Knuppel to offer evidence showing the entirety of Plaintiff’s claims against them fails. (Code Civ. Proc., § 437c(p)(2).) Knuppel failed to do so and thus failed to meet their initial burden on this motion.</p> <p>Plaintiff shall give notice.</p>
302	<i>Expandavision, LLC vs. Collins</i>	<p>Cross-Complainants Christine Collins (Collins) and Miramar Wellness Spa PC’s (Miramar)(collectively referred to as Cross-Complainants) motion for summary judgment on their cross-complaint against Marco Tawachi and Expandavision, LLC (Cross-Defendants) is GRANTED as to Collins only.</p>

		<p>Cross-Complainants’ request for judicial notice is GRANTED. (Evid. Code § 452, subd. (d).)</p> <p>Collins has met her initial burden establishing the elements of intentional misrepresentation, concealment, violation of Business and Professions Code section 17200 et. seq. and declaratory relief. (See Code Civ. Proc., § 437c, subd. (p)(1); <i>Aguilar v. Atlantic Richfield Co.</i> (2001) 25 Cal.4th 825, 851 [burden]; see also <i>Lazar v. Superior Ct.</i> (1996) 12 Cal.4th 631, 638 [elements of fraud]; <i>Rattagan v. Uber Technologies, Inc.</i> (2024) 17 Cal.5th 1, 40 [elements of concealment]; <i>Smith v. State Farm</i> (2001) 93 Cal.App.4th 700, 718 [a claim under Bus. & Prof. Code § 17200 borrows actionable conduct and makes it independently actionable]; Code of Civ. Proc. § 1060 [declaratory relief]; Cross-Complainants’ Separate Statement of Undisputed Material Facts 1-22.) The burden shifted to Cross-Defendants, but Cross-Defendants failed to oppose the motion and/or meet their shifted burden to show any material triable issue.</p> <p>Miramar failed to meet its initial burden showing it suffered any damages or has standing to seek declaratory relief relating to the promissory note. (See Code of Civ. Proc. § 437c, subd. (p)(1).)</p> <p>Cross-Complainants shall submit a proposed judgment within 5 days.</p> <p>Cross-Complainants shall give notice.</p>
304	<i>Brilliant vs. General Motors, LLC</i>	<p>Before the court is a motion for attorney fees and costs (Motion) filed by plaintiff Steven L. Brilliant (Plaintiff). The Motion is GRANTED.</p> <p>Plaintiff is the prevailing party in this action after settling defendant General Motors, LLC (Defendant). Pursuant to Civil Code section 1794, subdivisions (d) and (e), as the prevailing party on a</p>

lemon law matter, Plaintiff is entitled to recover reasonable attorney fees. (*Doppes v. Bentley Motors, Inc.* (2009) 174 Cal. App. 4th 967, 998.) Plaintiff's counsel requests \$64,192.50 in attorney fees, plus a 1.2 multiple thereon for an additional \$12,838.50 in fees, for a total of \$77,031 in attorney fees.

The court, having reviewed the billing entries provided by Plaintiff's counsel finds the \$675/hr. is high, but still within the reasonable range. The hours billed are excessive. The court reviewed the billing entries and found at least 32.3 hours (\$21,802.50) of time appear to be excessive. Examples are using identical discovery and other pleadings which were used in other cases by just changing the name of the case, yet billing 0.3-0.6, and repeat or similar billing for things that should reasonably not take the length of time that was billed. Anticipated hours for a reply were also struck since that pleading was not filed. Given how uncomplicated this matter was and how little was filed with the court, the court finds a reasonable number of hours to be 62.8. (*PCLM Group, Inc. vs. Drexler* (2000) 22 Cal.4th 1084, 1094-1096.) The total attorney fee award is: \$675/hr. x 62.8 hrs. = \$42,390. The request for a multiplier is denied because this was not a complicated matter and counsel reasonably spent on average approximately five hours per month on this case.

The request for costs totaling \$675.40 is granted as Plaintiff produced evidence supporting those costs and the only items objected to by Defendant are permissible. (Code of Civil Procedure §1033.5, subs. (a)(4), (14).)

The total sum of attorney fees and costs awarded to Plaintiff against Defendant is: \$42,390 + \$675.40 = \$43,065.40.

		<p>The court continues the OSC re: dismissal on settled case from 6/8/26 to 7/20/26. Once the fees are paid, plaintiff shall file a request for dismissal with prejudice at least 5 court days before the next hearing to take the matter off calendar.</p> <p>Plaintiff shall give notice.</p>
<p>305</p>	<p><i>The Learning Light Foundation, Inc. vs. City of Anaheim</i></p>	<p>Plaintiff/Cross-Defendant Learning Light Foundation, Inc.'s motion to continue trial is DENIED.</p> <p>While Cross-Defendant contends a trial continuance is necessary due to the unavailability of counsel Ernie Zachary Park (Park), Cross-Defendant has since filed a substitution of attorney replacing Park with new counsel. (ROA 352.) The motion is therefore moot.</p> <p>The motions to be relieved as counsel set fir 8/24/26 and 8/31/26 are vacated as MOOT given the recent substitutions of counsel. (ROA 352, 353.)</p> <p>Cross-Complainant shall give notice.</p>
<p>306</p>	<p><i>Rodriguez vs. Parker</i></p>	<p>The Motion to Vacate Judgment, etc., filed on 2/19/26 by Plaintiff Steven Lee Rodriguez (Plaintiff), is DENIED.</p> <p>The Motion was not properly served on counsel for Defendant Nili N. Alai, M.D. Inc. (Alai). As of 2/18/26, new counsel had substituted in for Alai, yet Plaintiff served only Alai's prior counsel.</p> <p>The Motion also exceeds the 15-page limit (California Rules of Court, rule 3.1113(d)), and cites to unpublished authority in violation of court rules (California Rules of Court, rule 8.1115(a)).</p> <p>The Motion also fails as the Opposition has presented evidence to show that although the</p>

		<p>judgment creditor’s name was changed in 2019, the entity has continued on in good standing. (ROA 119, Allay Decl. ¶ 6, Exs. 4 and 5.) The extent to which that name change affects either the underlying judgment, or the pleadings filed in this action under the Alai name, is beyond the scope of this Motion.</p> <p>Alai’s request for sanctions, presented in the Opposition, is DENIED.</p> <p>Plaintiff’s Request for Judicial Notice (ROA 76) is GRANTED as to the existence of the records presented as Exhibits 1 and 9 under Ev. Code sections 452(c) and (d). (<i>Fontenot v. Wells Fargo Bank, NA</i> (2011) 198 Cal.App.4th 256, 264.) The Request is otherwise DENIED, as the relevance of those documents here is not shown. (<i>Superior Court v. County of Mendocino</i> (1996) 13 Cal.4th 45, 59, fn. 7.)</p> <p>Plaintiff shall give notice.</p>
308	<p><i>Anderson vs. Specialty Restaurants Corporation</i></p>	<p>Before the Court is a Demurrer and Motion to Strike filed by defendant SVS Parking Company, LLC (SVS) as to Plaintiff’s First Amended Complaint (FAC).</p> <p>As set forth herein, the Demurrer is OVERRULED and the Motion to Strike is GRANTED.</p> <p><u>Demurrer</u></p> <p><u>1st – 3rd Causes of Action: Assault, Battery, Intentional Infliction Of Emotional Distress</u></p> <p>SVS demurs to the 1st -3rd causes of action on the grounds that insufficient facts have been pled establishing vicarious liability via respondeat superior. These three causes of action are</p>

sufficiently pled. (*Field v. Sanders* (1947) 29 Cal.2d 834, 839 [“the inquiry is not whether the act itself was authorized but whether it was committed in the course of a series of acts of the agent that were authorized by the principal.”].)

4th Cause of Action - Negligent Supervision, Hiring And Retention: This cause of action is sufficiently pled. (Judicial Council of California Civil Jury Instructions (2026) CACI No. 426 [elements].)

Motion to Strike

SVS moves to strike two parts of the complaint

Punitive Damages: Page 7, Paragraph No. 32 in its entirety - “Punitive Damages may be awarded if it is found that the Defendant’s conduct that harmed the Plaintiff was particularly egregious, malicious, oppressive or in reckless disregard of the Plaintiff’s rights.”

“It is well settled that while an employer may be held liable for an employee’s tort under the doctrine of Respondeat superior, he is not responsible for punitive damages where he neither directed nor ratified the act.” (*Ebaugh v. Rabkin* (1972) 22 Cal. App. 3d 891, 895.) “California has traditionally allowed punitive damages to be assessed against an employer (or principal) for the acts of an employee (or agent) only where the circumstances indicate that the employer himself was guilty of fraud, oppression, or malice.” (*Coll. Hosp. Inc. v. Superior Ct.* (1994) 8 Cal. 4th 704, 723.) In order to survive a motion to strike punitive damages, the Plaintiff must plead ultimate facts to show it is entitled to such relief. (*Grieves v. Superior Court* (1984) 157 Cal.App.3d 159, 166.)

Here, there are no ultimate facts pled as to misconduct by SVS that would warrant punitive

		<p>damages under Civil Code §3294. Accordingly, the motion to strike punitive damages is GRANTED without prejudice to plaintiff making a subsequent motion for leave to amend.</p> <p><u>Para 11 in prayer – Attorney’s Fees:</u> There is no basis for attorney’s fees alleged in the FAC. (Code of Civil Procedure §1021.) Plaintiff did not oppose the motion to strike attorney’s fees, thus conceding the argument. (<i>DuPont Merck Pharmaceutical Co. v. Sup. Ct.</i> (2000) 78 Cal.App.4th 562, 566 [“By failing to argue the contrary, plaintiffs concede this issue”].) Accordingly, the motion is GRANTED as to attorney’s fees.</p> <p>The Motion to Strike is GRANTED, without prejudice to the plaintiff later seeking leave to amend to assert new specific facts showing SVS was guilty of fraud, oppression or malice.</p> <p>SVS is ORDERED to file its answer to the FAC by 6/18/26.</p> <p>On the Court’s own motion, the Case Management Conference is CONTINUED to July 27, 2026 at 1:30 p.m. in Dept. C24 to be heard concurrently with the Motion to Set Aside Default filed by Mr. Post. Mr. Post and Plaintiff are directed to meet and confer regarding resolution of the issues raised in the Motion to Set Aside Default and to advise the Court not later than 14 days before the hearing if the motion needs to remain on calendar.</p> <p>SVS shall give notice to all parties, including Mr. Post.</p>
309	<i>Arteaga vs. Circle City Liquidators LLC</i>	Counsel Melissa G. Fulgencio, John Kauffman and Uplift Law, PC’s motion to be relieved as counsel of record for defendants Circle City Liquidators, LLC and Two Brothers Wholesale, LLC is GRANTED.

		<p>Counsel has complied with the procedural requirements of California Rules of Court, rule 3.1362. The court finds good cause to grant the relief requested on the merits.</p> <p>The order granting relief is effective upon filing of a proof of service of the signed order on the client.</p> <p>Moving counsel shall give notice.</p>
311	<p><i>Rezvan vs. Los Alamitos Unified School District</i></p>	<p>The demurrer filed by defendant Los Alamitos Unified School District (Defendant) directed to the complaint of plaintiff Tommy Rezvan (Plaintiff) is SUSTAINED with leave to file a first amended complaint by 6/29/26.</p> <p><u>First Cause of Action for Wrongful Termination in Violation of Public Policy:</u></p> <p>A claim for wrongful termination in violation of public policy cannot be properly pled against a public entity based on Government Code section 815 and the California Supreme Court’s holding in <i>Miklosy v. Regents of the University of California</i> (2008) 44 Cal.4th 876, 899-900. In the Opposition, Plaintiff fails to address the <i>Miklosy</i> case and instead cites to a case involving a private employer, <i>Stevenson v. Superior Court</i> (1997) 16 Cal.4th 880.</p> <p><u>Second Cause of Action for Failure to Promote Due to Race, Color and Age:</u></p> <p>The second cause of action fails to identify any statutory basis for imposing liability on Defendant. The demurrer on this ground is thus well-taken. (See <i>Searcy v. Hemet Unified School Dist.</i> (1986) 177 Cal.App.3d 792, 802.)</p> <p>In addition, to the extent the second cause of action is based on a theory of breach of an implied employment agreement, it appears such claim</p>

		<p>cannot be asserted against a public entity. (See <i>Lachtman v. Regents of University of California</i> (2007) 158 Cal.App.4th 187, 207 [“Public employment in the State of California is held by statute, not by contract...A California public employee, whether civil service or not, cannot state a cause of action for breach of contract or breach of the implied covenant of good faith and fair dealing arising out of the public employment relationship.”])</p> <p>The court continues the 6/8/26 CMC to 10/12/26 at 8:45am.</p> <p>Defendant shall give notice.</p>
312	<i>Shorty vs. Vets Move Junk, LLC</i>	<p>The Demurrer filed on 2/17/26 by Defendant Mercy House CHDO, INC. (Mercy), as to the Complaint filed on 12/12/25 by Plaintiff Taj Shorty (Plaintiff) is SUSTAINED with leave to file a first amended complaint by 6/29/26.</p> <p>The allegations in the Complaint, as to Mercy, fall squarely within the scope of the <i>Privette</i> doctrine. When a person or organization hires an independent contractor, the hirer presumptively delegates to the contractor the responsibility to do the work safely. (<i>Sandoval v. Qualcomm Incorporated</i> (2021) 12 Cal.5th 256, 269.) This is so even where workers’ compensation is not available. (<i>Id.</i> at 270–271.)</p> <p>The doctrine has two primary exceptions: where the hirer retains control over any part of the independent contractor's work and negligently exercises that retained control in a manner that affirmatively contributes to the injury, or knew, or should have known, of a concealed hazard on the property that the contractor did not know of and could not have reasonably discovered, and failed to warn the contractor of the hazard. (<i>Ramirez v. PK I</i></p>

		<p><i>Plaza 580 SC LP</i> (2022) 85 Cal.App.5th 252, 262–264.)</p> <p>Plaintiff here seeks to assert that the latter “concealed hazard” exception but has failed to allege facts to show how that could be so.</p> <p>Mercy shall give notice.</p>
314	<i>Vincent vs. Pourtemour</i>	<p>Ryan Pourtemour’s motion to vacate the stipulation and order discharging Bridgepointe Technologies, Inc. is DENIED.</p> <p>Pourtemour seeks to vacate the May 4, 2022 Order which was entered based upon the stipulation of the parties. (ROA 164.) The motion is brought pursuant to Code of Civil Procedure sections 473(d) and 386. (Motion at 3:5-6.)</p> <p>Pourtemour seeks to vacate the stipulation and order entered May 4, 2022 “to the extent it discharged and dismissed Bridgepointe Technologies, Inc. (Bridgepointe) as interpleader plaintiff from this action.” (Motion at 2: 7-9)</p> <p>Code of Civil Procedure 473(d) states, “The court may, upon motion of the injured party, or its own motion, correct clerical mistakes in its judgment or orders as entered, so as to conform to the judgment or order directed, and may, on motion of either party after notice to the other party, set aside any void judgment or order.”</p> <p>Pourtemour argues the order is void because based on extrinsic fraud. Based on the Court’s review of the evidence and briefs submitted by the parties, as well as the Court’s file in this matter, the Court does not find evidence of fraud to warrant vacating the May 4, 2022 Order under Code of Civil Procedure section 473(d). Also, to the extent the motion is brought pursuant to Code of Civil</p>

	<p>Procedure section 386, that code section does not warrant vacating the May 4, 2022 Order.</p> <p>Pourtemour also requests in the motion that the Court enter various discovery related orders. For example, Pourtemour requests the court order Bridgepointe to identify documents, identify commissions, and provide various information regarding commissions. (Motion at 2:13-3:3) The Code of Civil Procedure provides a comprehensive set of rules for obtaining discovery. Such relief is not warranted under Code of Civil Procedure section 473(d).</p> <p>The clerk shall give notice.</p>
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