

"Civility allows for zealous representation, reduces clients' costs, better advances clients' interests, reduces stress, increases professional satisfaction, and promotes effective conflict resolution."

-- [OCBA Civility Guidelines](#)

TENTATIVE RULINGS
Judge Nathan Scott, Dept. W2

- The court encourages remote appearances to save time and reduce costs: <https://www.occourts.org/media-relations/civil.html>. Click on the yellow box.
- All hearings are open to the public. The courtroom doors are open.
- You must [provide](#) your own court reporter (unless you have a [fee waiver](#) and request one in advance).
- **Call the other side** and ask if they will submit to the tentative ruling.

If **everyone** submits, then 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: Fri. 1/10/25 at 10 am

Posted Thu. 1/9/25 at 11 am

1	Blain v. Ayers	Plaintiff's motion for leave to amend was taken off calendar. (See 1/9/25 order.)
2	Ashwood TD Services v. Lopez	<p>The court previously granted plaintiff Ashwood TD Services' motion for interpleader order and set this hearing to consider claims for distribution. (See 11/15/24 order.)</p> <p>The court approves defendant CIC's 12/20/24 claim for \$76,654.85 of the interpleaded funds. The clerk of the court shall release those funds to CIC forthwith.</p> <p>The balance of the interpleaded funds (\$52,183.56) appears to belong to the former owner of the foreclosed property, defendant Christine Mary Lopez. The clerk of the court shall release those funds to Lopez upon her request.</p> <p>CIC shall give notice.</p>

3	Bengard v. Marton Precision Manufacturing	Judgment creditor Thomas P. Bengard's motion for charging order was continued to 1/31/25 at 10 am in Dept. C12. (See 1/9/25 order.)
4	Duong v. Phillips	<p>Plaintiffs Diep Duong, Milo Nguyen, Trinh Diep, and Ethan Nguyen's motion to vacate is granted. (See Code Civ. Proc., § 473, subd. (b); see also N. Nguyen decl. ¶¶ 8-21 & Exs. 1-6.)</p> <p>The dismissal (ROA #29 on the Voyager case management system) is vacated.</p> <p>A case management conference is set for 2/13/25 at 2 pm in Dept. C12 (Judge Manssourian presiding).</p> <p>Plaintiffs shall give notice.</p>
5	American Express National Bank v. Qwest Engineering	<p>Plaintiff American Express National Bank's motion to vacate/enter judgment is granted. (See Code Civ. Proc., § 664.6; see also Dyle decl. ¶¶ 3-10 & Exs. A-B.)</p> <p>The 10/5/23 dismissal is vacated.</p> <p>The court shall separately enter judgment for plaintiff and against defendants Bradley Zimmerman and Qwest Engineering Inc. for \$32,424.32.)</p> <p>Plaintiff shall give notice.</p>
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7	Carriveau v. Sunday Golf Club	<p>Plaintiff Sean Carriveau's motion to tax costs is granted in part.</p> <p>Defendant Jing Cao's memorandum of costs is taxed by a total of \$1,375.80.</p> <ul style="list-style-type: none"> • <u>\$1,178.30 in deposition costs.</u> Cao shares the same counsel as defendants Sunday Golf Club LLC and Qiliang Sun. She is entitled only to her fair share of these costs. The court therefore taxes Sunday Golf Club's and Sun's pro rata shares of these costs totaling \$1,178.30. (See <i>Quiles v. Parent</i> (2018) 28 Cal.App.5th 1000, 1014 [court must apportion costs incurred jointly by a prevailing party and nonprevailing party]; <i>Fennessy v. Deleuw-Cather Corp.</i> (1990) 218 Cal.App.3d 1192, 1196 ["where a prevailing party incurs costs jointly with one or more parties who remain in the litigation, during the pendency of the litigation that party may recover only costs actually incurred by [that] party or in [her] behalf in . . . defending the case"]; see also Chang decl. ¶¶ 1, 3-4, 6.)

		<ul style="list-style-type: none"> • <u>\$165 One Legal Network fee to file the MSJ proof of service in-person on 9/16/24.</u> This cost was not reasonably necessary to the conduct of the litigation. (See Code Civ. Proc., § 1033.5, subd. (c)(2) ["Allowable costs shall be reasonably necessary to the conduct of the litigation"]; Orange County Superior Court Local Rule 352 ["documents filed by represented parties in all limited, unlimited, and complex civil actions must be filed electronically . . . unless the Court excuses parties from doing so"]; see also ROA #87 [rejecting the in-person filing for failure to comply with e-filing order]; Cheng decl. ¶ 9, Ex. C [court denied related ex parte on 9/12/24, before Cao made any attempt to demonstrate proof of personal service of the motion for summary judgment/adjudication].) • <u>\$32.50 for "parking validation 6/28/2023."</u> Code of Civil Procedure section 1033.5 "does not provide for recovery of local travel expenses . . . unrelated to attending depositions" (<i>Gorman v. Tassajara Development Corp.</i> (2009) 178 Cal.App.4th 44, 72-73; see Cheng decl. ¶ 11 ["Cao incurred the subject parking expenses with her prior counsel for a face-to-face meeting to discuss defense of the action"].) Cao has failed to demonstrate the cost was "reasonably necessary to the conduct of the litigation rather than merely convenient or beneficial to its preparation." (Code of Civ. Proc., § 1033.5, subd. (c)(2).) <p>The court finds all other costs at issue were reasonably necessary to the conduct of the litigation and reasonable in amount. (See Code Civ. Proc., § 1033.5, subd. (c)(2)-(4).)</p> <p>Cao is thus granted all her remaining costs in the total amount of \$1,739.29 against plaintiff.</p> <p>Plaintiff shall give notice.</p>
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9	National Funding v. Superior Painting Services and Contracting	<p>Plaintiff National Funding Inc.'s motion for summary judgment is granted.</p> <p>Plaintiff met its initial burden to show every element of its causes of action for breach of contract and breach of guaranty. (See Code Civ. Proc. § 437c, subd. (p)(1) [burden]; <i>Aguilar v. Atlantic Richfield Co.</i> (2001) 25 Cal.4th 826, 850 [same]; <i>Oasis West Realty, LLC v. Goldman</i> (2011) 51 Cal.4th 811, 821 [breach of contract elements]; see also Pl. SSUF #1-11 [breach of contract], 14-17, 19-22[breach of guaranty].)</p>

	<p>Defendants Superior Painting Services and Contracting LLC and Edmundo Venegas Jr have not met their shifted burden to show a triable issue of material fact.</p> <p>Defendants' objections are overruled. This version of the Otero declaration adequately authenticates and establishes the business records exception for both the Loan Agreement, which she signed, and the Loan Payment History. (See Evid. Code, § 1271; see also Otero decl. ¶¶ 2-4 & Exs. 1-2.)</p> <p>Plaintiff shall file and serve a proposed judgment no later than 1/17/25. An OSC re sanctions is set for 2/21/25 at 2 pm to ensure the proposed judgment is timely submitted.</p> <p>The clerk shall give notice.</p>
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