TENTATIVE RULINGS

DEPT C12

Judge Layne H. Melzer

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 will be the party's responsibility to 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 and, see also 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 in the morning, prior to the afternoon hearing. However, ongoing proceedings such as jury trials may prevent posting by that time. Tentative rulings may not be posted in every case. Please do not call the department for tentative rulings if tentative rulings have not been posted. The court will not entertain a request to continue a hearing 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) 622-5212. 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 nobody 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: Department C12 conducts non-evidentiary proceedings, such as law and motion, remotely, by Zoom videoconference pursuant to CCP §367.75 and Orange County Local Rule (OCLR) 375. All counsel and self-represented parties appearing for such hearings must check-in online through the Court's civil video appearance website at https://www.occourts.org/media-relations/civil.html prior to the commencement of their hearing. Once the online check-in is completed, participants will be prompted to join the courtroom's Zoom hearing session. Participants will initially be directed to a virtual waiting room pending the start of their specific video hearing. Check-in instructions and instructional video are available at https://www.occourts.org/media-relations/aci.html. The Court's "Appearance Procedures and Information--Civil Unlimited and Complex" ("Appearance Procedures") and "Guidelines for Remote Appearances" ("Guidelines") also available at https://www.occourts.org/media-relations/aci.html will be strictly enforced. Parties preferring to appear in-person for law and motion hearings may do so pursuant to CCP §367.75 and OCLR 375.

PUBLIC ACCESS: The courtroom remains open for all evidentiary and non-evidentiary proceedings.

No filming, broadcasting, photography, or electronic recording is permitted of the video session pursuant to California Rules of Court, rule 1.150 and Orange County Superior Court rule 180.

TENTATIVE RULINGS
May 16, 2024

#	Case Name	

1	2017-00902499 Camacho vs. JLG Industries, Inc.	**Defendant JLG Industries, Inc.** Motion to Designate Case as Complex Defendant JLG Industries, Inc. moves to designate this case as complex. The motion is denied. The court has weighed the factors identified in CRC, Rule 3.400(b) and does not find that this matter requires "exceptional judicial management" pursuant to CRC, Rule 3.400(a). Further, this matter is a retrial and the fact that this matter already went through the liability phase of trial without this matter being deemed complex, weighs against designating this matter as complex. The initial trial occurred without a complex designation and it does not appear to the court that much has changed between the first trial and the retrial. Moreover, as noted by Plaintiffs, this incident happened nine years ago. In lieu of a motion for preference, the parties stipulated to the August 2024 trial date, and any transfer could potentially delay this matter even more, thus resulting in prejudice to Plaintiffs. Defendant's arguments come down to the fact that it believes trial, from pretrial motions to judgment, will take many weeks to complete. But a lengthy trial is insufficient to designate this matter a complex. Accordingly, the motion is denied. Moving Party to give notice.
2	2024-01381229 Diaz vs. Alta Realty Group CA, Inc	**Petitioner Paulette Diaz** Petition to Confirm Arbitration Award Petitioner Paulette Diaz ("Petitioner") seeks an order confirming the September 7, 2023 arbitration award issued by arbitrators Larry Black, Doug Hill, and Vanessa Burtle against respondent Alta Realty Group CA, Inc. ("Respondent"). Petitioner has not served a copy of the petition and notice of hearing on Respondent in accordance with CCP sections 1290.2 and 1290.4. Accordingly, the hearing on this petition is continued to August 1st at 2:00 PM in Department C12. Petitioner shall file a proof of service showing the notice of continued hearing and petition were properly served on Respondent in accordance with CCP section 1290.4. Petition is ordered to serve notice of this Order.
3	2011-00452676 Fawzy vs. Garcia	**Sameh Fawzy** Claim of Exemption - Wage Garnishment Judgment Debtor Lisa M. Garcia's Claim of Exemption (Wage Garnishment) is granted in part. Judgment Creditor Sameh Fawzy's request for judicial notice of exhibits A through J is granted. (Evid. Code § 452, subd. (d).) The Court admonishes Judgment Creditor and his counsel for filing documents in the public record that violate rule 1.201 of the Rules of Court. To the extent the debtor's social security is required in a pleading or other paper, only the last four digits may be used. (Cal. R. Ct. Rule 1.201(a)(1).) It is not the clerk's job to review each pleading or

		other paper for compliance; this responsibility "rests solely with the parties and their attorneys." (Cal. R. Ct. Rule 1.201(b).) Judgment Debtor claims all earnings for her support and the support of two minor dependents. Having reviewed the Claim of Exemption, including the Financial Statement and Attachment 6, and the Notice of Opposition to Claim of Exemption and other opposing papers, the Court determines the claim of exemption should be granted in part. Judgment Creditor is permitted to garnish a maximum of $350 per bi-weekly pay period (or a total of $700 per month) from Judgment Debtor's wages. The Court hereby orders the levying officer to release any of Judgment Debtor's earnings currently held, which are in excess of $350, to the Judgment Debtor, Lisa M. Garcia. The Court further orders the levying officer to garnish $350 per bi-weekly pay period (for a total of $700 per month) from Judgment Debtor Lisa M. Garcia's wages. Judgment Creditor shall give notice of the ruling.
4	2024-01379186 Forward Financing LLC vs. Vinea Consulting, Inc.	**Petitioner Forward Financing LLC** Petition to Confirm Arbitration Award Before the Court is Forward Financing LLC's Petition to confirm the arbitration award issued on 11/15/23 in the amount of $49,466.49 against Respondents Vinea Consulting, Inc. d/b/a Vinea Consulting and Nicholas Beets. It does not appear that Petitioner has served a copy of the Petition and notice of hearing on Respondent in accordance with CCP sections 1290.2 and 1290.4. If the arbitration agreement does not provide the manner in which such service shall be made and the person upon whom service is to be made in the manner provided by law for the service of summons in an action. Accordingly, the hearing on this petition is continued to August 1st at 2:00 PM in Department C12. Petitioner shall file a proof of service showing the notice of continued hearing and petition were properly served on Respondent in accordance with CCP section 1290.4. Petition is ordered to serve notice of this Order.
5	2024-01381038 Greenville Ranch, LLC vs. Bristol Retail XV, LLC	**Petitioners Greenville Ranch, LLC; BSG Sunflower Investments, LLC; JBCC Investments, LLC** Petition to Confirm Arbitration Award Petitioners Greenville Ranch, LLC, BSG Sunflower Investments, LLC, and JBCC Investments, LLC (collectively, "Petitioners") seek an order confirming the arbitration award issued in accordance with the parties' written agreement against respondent Bristol Retail XV, LLC ("Respondent"). The Court will not post a tentative but will hear argument from the parties.

6	2024-01388185 In Re J.G. Wentworth Originations, LLC	**Petitioner J.G. Wentworth Orginations, LLC** Motion for Approval for Transfer of Payment Rights Petitioner J.G. Wentworth Originations, LLC's petition for approval of the transfer of structured settlement payment rights by payee Darren Hwang, a/k/a Darren Tu Kim is denied. The proposed transfer requires the structured payments to be transferred be split. (Ins. Code, § 10139.3, subd. (e) ["Neither the annuity issuer nor the structured settlement obligor may be required to divide any structured settlement payment between the payee and any transferee or assignee or between two or more transferees or assignees."] and 10139.5, subd. (e)(3); *RSL Funding, LLC v. Alford* (2015) 239 Cal.App.4th 741, 746 and 748. [Section 10139.3, subdivision (e) is a mandatory rule and allowing Payee to split his monthly payment is reversible error.].) Court also notes that the stated use of funds is college education while the annuity was designed to provide 4-years of college tuition funding. As such it is not clear that liquidating the college fund is consistent with the stated purpose of the annuity. Petitioner shall give notice.
7	2021-01190146 Jennings vs. Morabito	**Plaintiffs Sladen W Hall, James J Jennings, Mary K Legate Corn, Robert U Bill** Motion for Attorney Fees Plaintiffs' Motion for an Award of Post-Judgment Attorneys' Fees is granted. Plaintiffs move, under CCP section 685.040, for an award of the $13,855.07, in attorneys' fees and costs, they incurred to enforce the judgment. The Court finds an award of attorneys' fees is proper under section 685.040, because it is undisputed that the underlying judgment includes an award of attorney's fees to the judgment creditor pursuant to subparagraph (A) of paragraph (10) of subdivision (a) of Section 1033.5. Next, a court assessing attorney fees begins with a touchstone or lodestar figure, based on the "careful compilation of the time spent and reasonable hourly compensation of each attorney ... involved in the presentation of the case." (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) "In determining hourly rates, the court must look to the 'prevailing market rates in the relevant community.' (Citation.) The rates of comparable attorneys in the forum district are usually used. (Citation.) In making its calculation, the court should also consider the experience, skill, and reputation of the attorney requesting fees. (*Heritage Pacific Financial, LLC v. Monroy* (2013) 215 Cal.App.4th 972, 1009, internal citations omitted.) It is within the court's discretion to decide which of the hours expended by the attorneys were "reasonably spent" on the litigation. (*Meister v. Regents of Univ. of California* (1998) 67 Cal.App.4th 437, 449.) Where, as here, the fee motion is supported with declarations from counsel and billing records to establish the hours of work, the party opposing the motion can either "attack the itemized billings with evidence that the fees claimed were not appropriate, or obtain the declaration of an attorney with expertise in the procedural and substantive law to demonstrate that the fees claimed were unreasonable." "In challenging attorney fees as excessive because too many hours of work are claimed, it is the burden of the challenging party to point to the specific items challenged, with a sufficient argument and citations to the evidence." (*Premier Medical Management Systems, Inc. v. California Ins. Guarantee Assn.* (2008) 163 Cal.App.4th 550, 563–564.)

		Although Defendants, here, did "point to the specific items challenged," as being either duplicative, excessive or too vague, the Court largely disagrees with most of these characterizations. For example, it is not "duplicative" for an associate and a partner working on the same file to review the same motion or to work on the same opposition, with the associate preparing the initial draft and the partner making revisions. However, there were a limited number of entries that reflected clerical or secretarial tasks being billed as legal work at paralegal rates. The Court reduced the fees by $331.50. The Court rejects Defendants' argument that Plaintiffs were not entitled to recover any of the fees they incurred in connection with the abstract of judgment, because they were "unreasonable." As Plaintiffs point out, Defendants did not prevail on their motion to quash, or otherwise demonstrate that the abstract was not otherwise a reasonable and necessary cost. Accordingly, the Court finds Plaintiffs are entitled to a reasonable award of $10,485.55, in attorneys' fees, and $3,038.02, in costs, for a total award of $13,523.57, in post-judgment fees and costs. Plaintiffs shall give notice of the ruling.
8	2022-01299108 Robert Stovall Family Limited Partnership vs. The Bruery, LLC	**Defendant The Bruery, LLC** Motion to Set Aside/Vacate Default and Judgment Defendant The Bruery, LLC's motion for order setting aside the default and default judgment entered against it in this action is granted under Code Civ. Proc. §§ 473(b) and 473.5. Defendant is to file its answer forthwith and no later than 5/20/24. The law favors a trial on the merits, and doubts in applying Code Civ. Proc. § 473 are resolved in favor of the party seeking relief from default. *Iott v. Franklin* (1988) 206 Cal. App. 3d 521, 526. If a party moves promptly for default relief, or if the granting of the relief from default will not prejudice the opposing party (other than losing the advantage of the default), only *slight* evidence will justify an order granting such relief. *Ibid.* For this reason, "a trial court order denying relief is scrutinized more carefully than an order permitting trial on the merits." *Fasuyi v. Permatex, Inc.* (2008) 167 Cal. App. 4th 681, 696 (citations omitted). > The most fundamental of those principles is that affirmed in *Au–Yang v. Barton* (1999) 21 Cal.4th 958, 963, 90 Cal.Rptr.2d 227, 987 P.2d 697: " '[T]he policy of the law is to have every litigated case tried upon its merits, and it looks with disfavor upon a party, who, regardless of the merits of the case, attempts to take advantage of the mistake, surprise, inadvertence, or neglect of his adversary.' " (*Ibid.*, Citing among other cases, *Weitz v. Yankosky* (1966) 63 Cal.2d 849, 855, 48 Cal.Rptr. 620, 409 P.2d 700 (*Weitz*).) *Id.* For its motion to vacate, Defendant relies on Code Civ. Proc. §§ 473(b) and 473.5 – and the court's inherent, equitable authority. ***Code Civ. Proc. § 473(b)***

		Code Civ. Proc. § 473(b) permits a court to grant relief from a judgment, dismissal, order or other proceeding taken against a party on the grounds of "mistake, inadvertence, surprise or excusable neglect." Generally, there are two avenues to such relief under Code Civ. Proc. § 473(b). *Leader v. Health Industries of Am., Inc.*, 89 Cal. App. 4th 603, 615 (2001). First, a court may grant discretionary relief upon the moving party's showing of mistake, inadvertence, surprise or excusable neglect. *Id.* at 615-616. Second, where the defaulting party's attorney files an attorney affidavit of fault the relief is mandatory. *Id.* A motion seeking relief under Section 473(b) **must be brought within 6 months** of entry of default and/or default judgment sought be vacated. Cal. Civ. Proc. Code § 473(b). Here, Defendant brought its motion within 6 months of entry of the default judgment but not the default itself. Thus, as it acknowledges in its motion, this would only provide a basis for relief from the default judgment. Beyond timeliness, the procedural requirements for relief from default are submission of proposed pleadings and proper ground. Cal. Code Civ. Proc. § 473(b); *Cruz v. Fagor America, Inc.* (2006) 146 Cal.App.4th 488, 495. Defendant has submitted a proposed answer. [ROA # 48.] Further, Defendant asserts the proper ground of mistake and excusable neglect. [Surprise might also apply.] Plaintiff and Defendant were already involved in negotiations and an agreement to resolve the identified disputes between them. Despite this, Plaintiff never informed Defendant or its counsel about the issues raised in the second complaint or the second complaint itself. Plaintiff never sought to serve the second complaint on or through the principal and counsel it was already in communication with. Due to the resolution of the issues known to it, and the filing of the dismissal of the First Litigation, Defendant understood that its issue with Plaintiff were resolved and that the second complaint, which Plaintiff never discussed, was not a new issue that needed to be addressed. Under the circumstances, this was not an unreasonable understanding. The court finds that Defendant has shown mistake and excusable neglect. The motion for relief under Code Civ. Proc. § 473(b) is therefore granted insofar as setting aside the default judgment. ***Code Civ. Proc. § 473.5*** A party may move to set aside a default or default judgment and seek leave to defend on the grounds that service of the summons had not resulted in actual notice in time to defend the action. Code Civ. Proc. § 473.5(a). The notice of motion must be served and filed within a reasonable time, but no later than: (i) two years after entry of a default judgment against it; or (ii) 180 days after service on it of a written notice that the default or default judgment has been entered, whichever earlier. *Id.* The motion must also be accompanied by an affidavit showing under oath that the party's lack of actual notice in time to defend the action was not caused by his or her avoidance of service or inexcusable neglect and the party shall serve and file with the

notice a copy of the answer, motion, or other pleading proposed to be filed in the action. *Id.* § 473.5(b). The party is also to submit with the motion the party's proposed response to the complaint. *Id.*

The court may set aside the default/default judgment and permit the party to defend the action if it finds that the motion was timely and that the moving party's lack of actual notice of the action was not caused by avoidance of serve or inexcusable neglect. *Id.* § 473.5(c). Code Civ. Proc. § 473.5 is designed to provide relief where there has been proper service of the summons but the defendant nevertheless did not find out about the action in time to defend. Weil & Brown, Cal. Prac. Guide: Civ. Proc. Before Trial, 5:420 (The Rutter Group 2010). Typically, those are cases in which service was made by publication. *Id.*

Here, Barry Holmes has declared Defendant did not receive notice of this action by way of the purported service on Laurel Vogel. She no longer worked there at the time and the summons and complaint were not given to him.

In opposition, Plaintiff points to its service on Laurel Vogel. It does not dispute that the service failed to provide actual notice to Defendant but argues that Defendant's failure to change its designated agent for service of process after her employment with Defendant terminated was negligent of Defendant. [Opp. (ROA #54) at 5:21-28.]

> **Upon a finding by the court** that the motion was made within the period permitted by subdivision (a) and that his or her **lack of actual notice** in time to defend the action was **not caused by** his or her avoidance of service or **inexcusable neglect**, it may set aside the default or default judgment on whatever terms as may be just and allow the party to defend the action.

Code Civ. Proc., § 473.5(c).

Plaintiff takes the position that Defendant's lack of actual notice is its own fault resulting from its failure to change its designated agent for service of process.

Certainly, Defendant made a mistake, but under the circumstances of dealing with the problems of the Covid pandemic and the unlawful detainer action, it was not "inexcusable neglect" to have missed that detail.

The court finds that Defendant's motion was timely made and that Defendant's lack of notice was not due to its avoidance of service or inexcusable neglect. Accordingly, the motion for relief under Code Civ. Proc. § 473.5 is granted and the court will set aside both the default and default judgment.

Court's Equitable Power

Because the court grants the motion on the other grounds asserted, the court need not decide whether exercise of its inherent power is called for here.

9	2017-00926970 Seng vs. McKay	Motion re: OSC Sale of Dwelling Before the Court is the Order to Show Cause why the Court should not issue the sale of 11 Allege Court, Foothill Ranch, California, 92610 (the Property), to satisfy the 5/29/19 Judgment in favor of Brian D. McKay, Trustee of the Brian D. McKay Trust, against Clarence Xu and Ellen Yu. (ROA 171). This Motion was initially set for hearing on 11/16/23. Creditor's Counsel advised that Debtor Xu has moved to consolidate this Application with the pending family law dissolution matter between the two Debtors. The Court therefore continued the OSC to allow for the family law court to issue any relevant orders. (ROA 223). On 12/21/23, the family law court stayed the sale of the Property pending further hearings the family law court. (See Order attached to ROA 227) The family law court heard these matters again on 1/19/24, and set a final hearing for 3/4/24 to determine if the issue of the sale of 11 Allege Court, Foothill Ranch, California, 92610 to satisfy Creditor's Judgment should be consolidated with the family law case or heard in the civil court in Department C12. The Court heard this matter again on 3/7/24 and continued the matter again to allow for further activity in the Family Law matter. The Court awaits an update from the parties.
10	2024-01378482 Shoaii vs. Leideritz	**Petitioner Parviz Shoaii** Motion to Compel Arbitration Petitioner Parviz Shoaii's petition to compel arbitration is DENIED. The hearing on Respondents Ludo and Barbara Liederitz's request for fees and costs under paragraph 42 of the commercial lease agreement is **CONTINUED TO June 27, 2024, at 2PM.** <u>Petition to compel arbitration</u> "[Code of Civil Procedure] Section 1281.2 provides in relevant part, 'On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and that a party thereto refuses to arbitrate such controversy, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists, unless it determines' there is a defense to enforcing the agreement. [Citation.] (Brodke v.

		Alphatec Spine Inc. (2008) 160 Cal.App.4th 1569, 1574.) "'The petitioner bears the burden of proving the existence of a valid arbitration agreement by the preponderance of the evidence, and a party opposing the petition bears the burden of proving by a preponderance of the evidence any fact necessary to its defense. [Citation.] In these summary proceedings, the trial court sits as a trier of fact, weighing all the affidavits, declarations, and other documentary evidence, as well as oral testimony received at the court's discretion, to reach a final determination.' [Citation.]" (Chambers v. Crown Asset Management, LLC (2021) 71 Cal.App.5th 583, 590, footnote omitted.) Here, Petitioner failed to demonstrate the existence of an arbitration agreement. Petitioner submitted a copy of the signed commercial lease agreement with the petition. However, the parties did not initial the bottom of paragraph 36, the arbitration provision, in the CLA to show that they agreed to arbitrate. [ROA 4, Boice decl., ¶ 5 and Exh. 1] <u>Respondents' request for fees and costs</u> Paragraph 42 of the CLA provides: "In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 36A." [ROA 4, Boice decl., ¶ 5 and Exh. 1] Paragraph 36A of the CLA states that the parties "agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action" and denies recovery of attorney fees to a party that commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made. [Ibid.] Respondents just referred to the CLA and did not provide any discussion or citation to authority regarding the availability of fees and costs in connection with a petition to compel arbitration under the circumstances where there is no prevailing party on the underlying dispute. **The Court will hear from the parties regarding the propriety of awarding fees.** Respondents shall give notice of ruling.
11	2020-01132868 Starr vs. Starr	**Plaintiff Arnold Starr** Motion or Order Awarding Fees and Costs On the petition from guardian ad Litem for plaintiff Arnold Starr, W. Rod Stern ("GAL") for an order from this court that Jonathon Starr, Trustee of the Arnold Starr Revocable Trust dated 3/19/1996 pay GAL's attorneys' fees and costs incurred in this case, the court will hear from GAL on several issues. First, it does not appear that notice was sufficient as there is no proof of service reflecting that the actual petition/motion for fees was served. Second, the motion for fees was filed almost three years after this action was dismissed. Normally, fee motions must be filed no more than 6 months after judgment or dismissal is entered. CRC 3.1702; *Catlin Ins. Co., Inc. v. Danko Meredith*

		Law Firm, Inc. (2022) 73 Cal.App.5th 764, 781, *review denied* (Apr. 13, 2022) (finding time limit applies when dismissal entered even though rule speaks in terms of judgment); CRC 8.104(a). Third, the Trustee is not a party to this action. Further, payment from the trust looks to be an issue that goes to the "internal affairs" of the trust. Prob. Code §17000(a) and the department hearing the Trust Action would be the division of this court exercising the court's exclusive jurisdiction to handle such matters. It appears to that the court may not have jurisdiction to issue the order sought by GAL but that the probate court department handling the Trust Action may be the appropriate venue.
12	2023-01331917 Villanueva vs. Alliance United Insurance Company	**Respondant Alliance United Insurance Company** Motion to Compel Answers to Form Interrogatories Before the Court is Respondent Alliance United Insurance Company's Motion to Compel initial responses to Form Interrogatories, Set One, from Claimant Everado Monroy Villanueva. "[T]he uninsured motorist law grants the superior court the *exclusive* jurisdiction to hear discovery matters arising under uninsured motorist arbitrations." (*Miranda v. 21st Century Ins. Co.* (2004) 117 Cal.App.4th 913, 926; See also Insurance Code §11580.2(f)(2)). The discovery procedures available to the parties in uninsured motorist cases are basically the same as those available in California civil litigation: Per Insurance Code §11580(f), "Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure shall be applicable to these determinations, and all rights, remedies, obligations, liabilities and procedures set forth in Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure shall be available to both the insured and the insurer at any time after the accident, both before and after the commencement of arbitration, if any…." Here, the Petition was e-served to the opposing Counsel. Case law holds that mail-service is good enough to acquire personal jurisdiction over the insured when the insured has initiated the contractual arbitration. (See *Miranda v. 21st Century Ins. Co.* (2004) 117 Cal.App.4th 913, 927.) Respondent's Counsel represents that Claimant has initiated the arbitration. Thus, e-service on opposing counsel is sufficient. All that need be shown in the moving papers is that a set of interrogatories was properly served on the opposing party, that the time to respond has expired, and that no response of any kind has been served. (*See Leach v. Sup.Ct. (Markum)* (1980) 111 Cal.App.3d 902, 905-906.) No separate statement is required. (See CRC 3.1345(b).) The moving party is not required to show a "reasonable and good faith attempt" to resolve the matter informally with opposing counsel before filing the motion. (CCP § 2030.290; *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants, supra*, 148 Cal.App.4th at 411 (citing text); *Leach v. Sup.Ct. (Markum), supra*, 111 Cal.App.3d at 906.)

		The failure to timely respond waives all objections to the interrogatories; so there are no issues left to "resolve" with opposing counsel. (*See Leach v. Sup.Ct. (Markum), supra,* 111 Cal.App.3d at 906.) Here, on 1/27/23, Respondent served Petitioner's Counsel by electronic mail with the Form Interrogatories, Set One. (Ex. A.) Respondent made several meet and confer attempts, although not required. (Ex. B.) There is no opposition to this Motion. Therefore, the unopposed Motion is granted. Claimant Everado Monroy Villanueva is ordered to provide initial verified responses to Form Interrogatories, Set One, without objections, within 30 days of notice of this Order. Claimant Everado Monroy Villanueva is ordered to pay to Alliance United Insurance Company $310 in sanctions within 30 days of notice of this Order to compensate for the time brining this Motion in what should have been self-executing discovery. Allied United Insurance Company is ordered to serve notice.
13	2016-00852262 Western Overseas Corporation vs. KRBL, LLC	**Plaintiff Western Overseas Corporation** Motion to Amend Judgment The Court declines to post a tentative. The Court will hear from counsel as to whether jurisdiction exists as to the purported alter egos (due to a lack of service) and whether or not service is proper ONLY on the judgment debtor rather than the putative alter egos to be added to the judgment.
14	2021-01203785 WFG National Title Insurance Company vs. Alexander	**Petitioner WFG National Title Insurance Company** 1. Application for Issueance of Order for Sale of Dwelling 2. Status Conference The OSC and Petitioner and judgment Creditor WFG National Title Insurance Company's application for the sale of the dwelling at 121 Avenida Trieste, San Clemente, California 92672, APN: 690- 422-26 (the "property") based on its judgment against respondent and judgment debtor Alex Alexander is stayed 120 days pending resolution or dismissal of the probate petition on Georgia Alexander's will, Orange County Superior Court case no. 2022-01241184. A status conference is set for 8/15/24 at 2PM. Petitioner to give notice.

15	2024-01374850 Bella Vista Pools, Inc. vs Monyneaux	Petition to Compel Arbitration *****OFF-CALENDAR PER STIPULATION AND ORDER*****