TENTATIVE RULINGS

DEPT W15

JUDGE RICHARD Y. LEE

Date: July 10, 2025

Civil Court Reporters: The Court does not provide court reporters for law and motion hearings. Please see the Court's website for rules and procedures for court reporters obtained by the Parties.

Submitting on the Tentative Ruling: If ALL counsel intend to submit on the tentative ruling and do not wish oral argument, please advise the Court's clerk or courtroom attendant by calling (657) 622-5915. 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 Ruling and prepare an Order for the Court's signature if appropriate under CRC 3.1312. **Do not call the unless ALL parties submit on the tentative ruling.**

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 whether the tentative ruling shall become the final ruling. The Court interprets a party's failure to appear at the hearing as a waiver of oral argument.

Remote Appearances: Department W15 permits non-evidentiary proceedings, including law and motion, to be conducted remotely. *If you are appearing remotely*: (1) all counsel and self-represented parties appearing for such hearings **must,** prior to 1:30 p.m. on Thursday, check-in online via the Court's civil video appearance website (link here); and (2) participants will then be prompted to join the courtroom's Zoom hearing session.

Local Rule 375(c): Attorneys **shall** comply with Local Rule 375(c) which governs "Decorum for In-Person and Remote Court Appearances." (Local Rule 375(c)) Specifically, the video and audio must be turned on and functioning during the hearing; and attorneys are expected to wear appropriate business attire.

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100	Anabi Real Estate Development, LLC vs. DiMaggio 24-01408901	Cross-Defendants Anabi Real Estate Development, LLC, Anabi Oil Corp., RADC Enterprises, Inc., Beck Oil, Inc., S&M Oil Corp., Rebel Land and Development, LLC and Nevada AK, Inc. demur to the Cross-Complaint of DiMaggio Maintenance, Inc. There is no Cross-Complaint in the Court's file. It appears that DiMaggio Maintenance, Inc. attempted to file an amended Cross-Complaint in response to the demurrer on June 27, 2025, but it was rejected by the Clerk's office

		because there is no original Cross-Complaint on file. (ROA 176.) Because there is nothing for the Moving Parties to demur to, the Court finds the demurrer MOOT and takes it OFF CALENDAR. The Case Management Conference is continued to August 21, 2025 at 1:30 p.m. *Moving Parties to give notice.*
101	Carroll vs. Ford Motor Company 24-01448382	*Off calendar.*
102	Clay vs. Delgadillo 23-01359983	Plaintiff/Cross-Defendant, Jerome Anthony Clay, Jr. ("Clay"), and Cross-Defendant, The Law Office of Jerome A. Clay, A.P.C. (collectively, "Plaintiff/Cross-Defendants") move for an order quashing the deposition subpoena issued by Defendant, Frank Delgadillo, Jr. to Wells Fargo National Association for Production of Business Records (the "deposition subpoena"). Plaintiff/Cross-Defendants have timely filed a separate statement pursuant to the Court's Minute Order dated June 12, 2025. Plaintiff/Cross-Defendants have timely filed a declaration describing the meet and confer discussions between counsel but they have not complied with the Court's Minute Order dated June 12, 2025, as those discussions were not made in person, by telephone, or videoconference, and were made by written correspondence only. (ROA 221, Declaration of Jerome A. Clay, Jr., ¶¶ 4-6, 9.) Nevertheless, the Court will rule on the merits of the motion. Plaintiff/Cross-Defendants bring the subject motion pursuant to Code of Civil Procedure sections 1987.1 and 1985.3 on the grounds that the deposition subpoena violates their rights to financial privacy by seeking confidential financial records of wire transfers, bank withdrawals, and debit and credit transactions related to the $2,640,000 deposited into their Wells Fargo Account. Plaintiffs/Cross-Defendants contend that the financial records sought are unreasonable as neither Mr. Delgadillo Jr. nor any entity named

		in the deposition subpoena deposited $2,640,000 to Plaintiff or were involved in this transaction, as well as that the requested records do not relate to any deposit or transaction involving Mr. Delgadillo Jr., and that there is no provision in the Retainer Agreement entitling him to these records. They contend that the balancing test strongly favors protecting their privacy as the deposit involves a transaction that has no discernible connection to Mr. Delgadillo Jr, and as he has not demonstrated any legitimate legal claim to this information, such that disclosure would result in an unwarranted invasion of privacy. Plaintiffs/Cross-Defendants also contend that the deposition subpoena imposes an undue burden on non-party Wells Fargo, which would be forced to produce documents already accessible to Defendants. Defendants/Cross-Complainants, M86CHEM, LLC; Dessau, Inc., and Frank Delgadillo ("Delgadillo Jr.") (collectively, "Defendants/Cross-Complainants") contends that the motion should be denied as the deposition subpoena seeks financial information and bank records from Plaintiff's attorney-client IOLTA trust account statements from September 15, 2022 to the present that are directly and materially related to Defendants/Cross-Complainants' Cross-Complaint for professional malpractice, breach of fiduciary duty, fraud, breach of contract, conversion of funds, and other claims. Defendants/Cross-Complainants assert that the bank records sought specifically relate to the wire transfer of funds from Meiwa Engineering to Plaintiff Clay's IOLTA account, in the amount of $2,640,000 on or around September 15, 2022, which was to be held in trust by Plaintiff on behalf of Defendant/Cross-Complainant, M86CHEM, LLC as Clay acted as general counsel for them, providing legal counsel and related services including serving as a paymaster in which Clay agreed to receive, hold, distribute, and act as a facilitator for the funds from the transaction between Defendants/Cross-Complainants and Meiwa Engineering. They also assert that the financial information sought will illuminate how Plaintiff Clay disposed of and misappropriated the entire balance of these funds for his personal use. Defendants/Cross-Complainants

		thus contend that the balancing test favors disclosure as the information sought relates solely to the wire transfer of funds in which Plaintiff Clay accepted payment intended for Defendants on their behalf and later misappropriated the entire balance for his own personal use. They additionally contend that the argument that the deposition subpoena constitutes an invasion of financial privacy is defective because IOLTA bank accounts are subject to review and oversight by the State Bar of California, and are governed by statute. As a threshold matter, Plaintiff/Cross-Defendants reply contends that the opposition must be disregarded as it was filed and served one day late on May 31, 2025. No evidence is submitted to support this assertion, but even assuming its truth, it is within the court's discretion to disregard a late filed paper. (California Rules of Court, rule 3.1300(d). A reply addressing the substantive merits of the opposition has been timely filed and served. As such, no prejudice appears and the opposition is considered. Code of Civil Procedure section 1987.1 applies to a deposition subpoena. (Code Civ. Proc. § 2020.030.) Code of Civil Procedure section 1987.1 provides, in pertinent part: "[T]he court, upon motion reasonably made by [a party, witness, consumer, or employee] … may make an order quashing the subpoena entirely, modifying it, or directing compliance with it upon those terms or conditions as the court shall declare, including protective orders. In addition, the court may make any other order as may be appropriate to protect the person from unreasonable or oppressive demands, including unreasonable violations of the right of privacy of the person." (Code Civ. Proc. § 1987.1, subds. (a)-(b).) Code of Civil Procedure section 1985.3 provides, in pertinent part: "Any consumer whose personal records are sought by a subpoena duces tecum and who is a party to the civil action in which this subpoena duces tecum is served may, prior to the date for production, bring a motion under Section 1987.1 to quash or modify the subpoena duces

		tecum. Notice of the bringing of that motion shall be given to the witness and deposition officer at least five days prior to production. The failure to provide notice to the deposition officer shall not invalidate the motion to quash or modify the subpoena duces tecum but may be raised by the deposition officer as an affirmative defense in any action for liability for improper release of records." (Code Civ. Proc. § 1985.3(g).) The Court notes that the opposition cites to Declaration of Stephan Brown, Declaration of Frank Delgadillo, Sr., and various exhibits filed in support of an ex parte application. Exhibit C to the Declaration of Stephan Brown in support of the ex parte application (ROA 169, Declaration of Stephan Brown, ¶ 10, Ex. C.) The Court considers such evidence as incorporated into the instant opposition. (California Rules of Court, rule 3.1110(d), 3.1113(j); *Roth v. Plikaytis* (2017) 15 Cal.App.5th 283, 291 [stating "a litigant may incorporate previously filed documents and, where practicable, should file them with the motion", but is not required to do so absent a rule precluding incorporation by reference].) Requests in Subject Deposition Subpoena The deposition subpoena includes six requests: 1. All DOCUMENTS and COMMUNICATIONS reflecting the wire transfer in the amount of $2640,000.00 into the WELLS FARGO ACCOUNT ending in 5122 made payable to LAW OFFFICE OF JEROME A. CLAY. 2. All DOCUMENTS reflecting wire transfers from DELGADILLO, M86CHEM, LLC, and DESSAU, Inc to the WELLS FARGO ACCOUNT ending in 9821 from September 15, 2022, to present. 3. All DOCUMENTS reflecting wire transfers from DELGADILLO, M86CHEM, LLC, and DESSAU to the WELLS FARGO ACCOUNT ending in 5122 from September 15, 2022, to present. 4. Any and all bank withdrawal transactions to show where the amount of $2,640,000,000 went after the wire transfer into the WELLS FARGO ACCOUNT ending in 5122.

		5. All COMMUNICATIONS reflecting the withdrawals and payments from the $2,640,000.00 wired into the above-described WELLS FARGO ACCOUNT ending in 5122 from the date of the deposit of those funds to present. 6. All DOCUMENTS including but not limited to checks, wire transfers, debit and credit transactions reflecting the withdrawals and payments from the $2,640,000.00 wired into the above-described WELLS FARGO ACCOUNT ending in 5122 from the date of the deposit of those funds to present. "FRANK DELGADILLO" shall mean and refer to FRANK DELGADILLO JR., as an individual. "LAW OFFICES OF JEROME CLAY, A.P.C" shall mean and refer to JEROME A. CLAY and any and all persons or entities acting on its behalf *Relevance and Privacy* There is a constitutional right to privacy in financial information. (*Valley Bank of Nevada v. Superior Court* (1975) 15 Cal.3d 652, 655-656; *Cobb v. Superior Court* (1979) 99 Cal.App.3d 543, 550.) "The right of privacy protects against the unwarranted, compelled disclosure of private or personal information and 'extends to one's confidential financial affairs as well as to the details of one's personal life.' [Citation.]" (*SCC Acquisitions, Inc. v. Superior Court* (2015) 243 CalApp.4th 741, 754.) The zone of privacy protected by Article I, Section 1 of the California Constitution encompasses personal financial information, but does not provide absolute protection. (*Ibid*.) "[W]hen a discovery request seeks information implicating the constitutional right of privacy, to order discovery simply upon a showing that the Code of Civil Procedure section 2017.010 test for relevance has been met is an abuse of discretion. [Citation.]" (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 556.) In evaluating potential invasions of privacy, "[t]he party asserting a privacy right must establish a legally protected privacy interest, an objectively reasonable expectation of privacy in the given circumstances, and a

		threatened intrusion that is serious. [Citation.]" (*Id*. at p. 552.) "The party seeking information may raise in response whatever legitimate and important countervailing interests disclosure serves, while the party seeking protection may identify feasible alternatives that serve the same interests or protective measures that would diminish the loss of privacy. A court must then balance these competing considerations. [Citation.]" (*Ibid*.) This test has been applied to circumstances involving competing claims for access to third party contact information. (*Ibid*.) A compelling interest or compelling need is not required all cases, although it "is still required to justify 'an obvious invasion of an interest fundamental to personal autonomy.' [Citation.]" (*Id*. at p. 556.) However, the extent of any privacy rights of a business entity is not settled. (*SCC Acquisitions, Inc. v. Superior Court* (2015) 243 Cal.App.4th 741, 755.) Corporations do not have a right of privacy protected by the California Constitution. (*Id*. at pp. 755-756.) Because the corporate privacy right is not constitutionally protected, the issue presented in determining whether a request for production infringes that right is resolved by a balancing test. (*Id*. at p. 756.) "The discovery's relevance to the subject matter of the pending dispute and whether the discovery ' "appears reasonably calculated to lead to the discovery of admissible evidence" ' is balanced against the corporate right of privacy. [Citation.] Doubts about relevance generally are resolved in favor of permitting discovery." (*Ibid*.) "Unless otherwise limited by order of the court . . . any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved . . . if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence . . ." (Code Civ. Proc. § 2017.010.) "Discovery may be obtained of the identity and location of persons having knowledge of any discoverable matter, as well as of the existence, description, nature, custody, condition, and location of any document, electronically stored information,

		tangible thing, or land or other property." (*Ibid*.) "For discovery purposes, information is relevant if it 'might reasonably assist a party in evaluating the case, preparing for trial, or facilitating settlement.' . . . Admissibility is not the test and information, unless privileged, is discoverable if it might reasonably lead to admissible evidence. . . .The phrase 'reasonably calculated to lead to the discovery of admissible evidence' makes it clear that the scope of discovery extends to any information that reasonably might lead to other evidence that would be admissible at trial. 'Thus, the scope of permissible discovery is one of reason, logic and common sense.'. . . These rules are applied liberally in favor of discovery." (*Lipton v. Superior Court* (1996) 48 Cal.App.4th 1599, 1611–1612.) "A trial court must be mindful of the Legislature's preference for discovery over trial by surprise, must construe the facts before it liberally in favor of discovery, may not use its discretion to extend the limits on discovery beyond those authorized by the Legislature, and should prefer partial to outright denials of discovery." (*Williams, supra*, 3 Cal.5th at p. 540.) Here, initially, Plaintiff/Cross-Defendants' claim that Delgadillo Jr. issued the subject deposition subpoena is not supported by the evidence before the Court. It appears to the Court that Defendants/Cross-Complainants, M86CHEM, LLC; Dessau, Inc.; and Delgadillo Jr. issued the deposition subpoena to Wells Fargo. In addition, both Clay and The Law Office of Jerome A. Clay, A.P.C. ("Clay Law Firm") bring this motion and purport to claim that bank records from Wells Fargo are protected by their rights to financial privacy. To the extent this motion is brought by Clay, Clay fails to show that the requests at issue seek his personal bank records. In turn, Clay fails to show that his right to financial privacy is implicated by the deposition subpoena. Instead, Defendants/Cross-Complainants assert that that they seek records from Clay Law Firm's IOLTA account. Clay's law firm is a

		business entity, and Plaintiff/Cross-Defendants fail to show that Clay Law Firm has a right to privacy. Indeed, as set forth above, Clay Law Firm does not have a constitutionally protected privacy right. Applying the balancing test, the bank records sought are clearly relevant to the subject matter of the instant action. The Complaint alleges that Clay entered into a Retainer Agreement with Defendants, that the Retainer Agreement was signed at a fixed price, that Delgadillo was required to deposit a $2,640,000 retainer fee into Clay's IOLTA account, and that Delgadillo deposited a $2,640,000 retainer fee to IOLTA. (See Complaint, ¶¶ 11, 13-14, 26-27.) The Complaint alleges that Delgadillo is breaching the Retainer Agreement by demanding the return of the retainer fee that was deposited to the IOLTA, and based thereon, among other allegations, asserts causes of action for breach of contract, breach of the implied covenant of good faith and fair dealing, and declaratory relief. (Complaint, ¶ 30, 40(C), 56-57, 59.) Additionally, the cross-complaint asserts claims for breach of fiduciary duty, promissory fraud breach of contract, unjust enrichment, and conversion of funds, and seeks recovery of funds in excess of $2,265,000 in converted funds and unrefunded retainer fees from Cross-Defendants concerning the $2,640,000, as well as other additional payments made to Clay Law Firm, based upon Clay and Clay Law Firm's position as general corporate counsel for M86CHEM, LLC in exchange for a monthly retainer of $5,000, and a paymaster agreement between M86CHEM, LLC and Clay whereby Clay was to be paid $40,000 to hold all funds paid by a Japanese company, Meiwa Engineering, Inc. in trust in Clay Law Firm's IOLTA account. (See First Amended Cross-Complaint, ¶¶ 17-24.) Based on the foregoing, the financial information sought concerning Clay Law Firm's IOLTA account is directly relevant to the to the subject matter of this action. Plaintiff/Cross-Defendants fail to show or establish that Clay Law Firm has a financial right of privacy in its IOLTA account under the circumstances here, or that the financial information sought is unreasonable. That

		Plaintiff/Cross-Defendants dispute Defendants/Cross-Complainants assertions, including but not limited to that neither Clay nor Clay Law Firm entered into any agreement to hold or disburse funds in trust for M86CHEM, LLC, Dessau, Inc., or any other entity, does not render the requested bank records irrelevant or preclude discovery that bears directly on claims and subject matter of this action. On balance, the relevance of the bank records sought for Clay Law Firm outweighs any possible interest it has in its IOLTA account concerning the $2,640,000 and other payments made by Defendants/Cross-Complainants to Clay Law Firm that are at issue in this case. However, the Court notes that two accounts are identified in the requests, one ending in 5122 (Request Nos. 1, 3-6), and the other ending in 9821 (Request No. 2). Although neither party clearly provides which account is the IOLTA account, based on the allegations and the papers submitted in opposing this motion, it appears that the account ending in 5122 is the IOLTA account for Clay Law Firm. (See Ex. A to Brown Decl., Performance Agreement.) Defendants/Cross-Complainants do not show how documents "reflecting wire transfers from DELGADILLO, M86CHEM, LLC, and DESSAU, Inc to the WELLS FARGO ACCOUNT ending in 9821 from September 15, 2022, to present" are relevant to the subject matter or reasonably calculated to lead to the discovery of admissible evidence. Plaintiff/Cross-Defendants also argue that the deposition subpoena places an undue burden on Wells Fargo, but provide no evidence to support such an assertion. Further, Plaintiff/Cross-Defendants' assertion that Defendants/Cross-Complainants have direct access to the wire transfer records they seek is also not supported by any evidence. Based on the foregoing, the motion to quash is DENIED as to Request Nos. 1 and 3-6 of the deposition subpoena, and is GRANTED as to Request No. 2 of the deposition subpoena.

		The Court notes that Defendants/Cross-Complainants refer to a request for judicial notice that is filed concurrently with the opposition. Said request for judicial notice was late-filed on June 10, 2025, for the hearing on June 11, 2025, and no proof of service is attached. Additionally, the two court documents of which Defendants/Cross-Complainants request the Court take judicial notice is not relevant to the determination of the motion. Based on the above, the request for judicial notice is DENIED. Lastly, the Court notes that Schedule A to this Performance Agreement has the wire information for Clay Law Firm which sets forth the account ending in 5122. Defendants/Cross-Complainants failed to redact all but the last four numbers of the account number. (See California Rules of Court, rule 1.201(a)(2).) The Court reminds the parties of their obligations concerning redactions to financial account numbers. The parties should be prepared to proceed with the Case Management Conference. *Plaintiff/Cross-Defendants to give notice.*
103	Adams vs. Buttress 18-01022651	Defendant STN BUILDERS, INC., a California corporation ("STN"), and Defendant SCOTT TODD NICHOLSON, an individual ("Nicholson"), who is the principal of Defendant STN (collectively "Defendants"), move this Court for an order striking, or, in the alternative, taxing Plaintiff's costs on appeal in the above-entitled action as being untimely, or, in the alternative, being unreasonable as an amount not actually expended by the Plaintiff as a cost to print and copy his Appellant's Opening Brief ("AOB"). Generally, except as provided in Cal. Rules of Court 8.278 or by statute, the party "prevailing" on appeal is entitled to recover costs on appeal. [Cal. Rules of Court 8.278(a)(1)] In this instance, both parties agree Plaintiff/Appellant is the prevailing party on the appeal of the Court's ruling on the motion for summary judgment. [See ROAS 378, 380.]

		The party claiming costs awarded by the appellate court must file and serve a verified costs memorandum. [Cal. Rules of Court 8.278(c)(1)] The costs memorandum must be filed and served within 40 days after issuance of the remittitur. [Cal. Rules of Court 8.278(c)(1); *see Marriage of Freeman* (2005) 132 Cal.App.4th 1, 7-9.] A party awarded costs who fails to file and serve the costs memorandum within the prescribed time period (or any authorized extension) waives (i.e., forfeits) the costs recovery. [*Moulin Electric Corp. v. Roach* (1981) 120 Cal.App.3d 1067, 1070.] To that end, on 8/19/2024 the Remittitur herein was issued indicating Plaintiff/Appellant is entitled to costs on appeal. Thereafter, on 9/30/2024 Plaintiff/Appellant timely filed a Memorandum of Costs. [ROA 399.] A valid costs memorandum establishes a prima facie case for recovery. Thus, the burden is on the party moving to strike or tax costs to establish that each disputed item is not recoverable. [*Bach v. County of Butte* (1989) 215 Cal.App.3d 294, 308; *Pratt v. Robert S. Odell & Co.* (1944) 63 Cal.App.2d 78, 81.] Here, Defendant makes two arguments: 1) That any costs relating to a prior appeal are untimely; and 2) That Item 4 seeking $5,812.33 for printing costs is unreasonable. It appears both arguments are directed to "Item 4. Printing and copying of briefs" in the Memorandum of Costs in the amount of $5,812.33. Pursuant to Cal. Rules of Court, 8.278(d)(1)(E) recoverable costs include the "cost to print and reproduce any brief, including any petition for rehearing or review, answer, or reply." Defendant argues that to the extent any portion of the $5,812.33 relates to the costs from a prior appeal on a discovery matter, that request has been waived. Indeed, it does not appear any Memorandum of Costs were timely filed after that 2/1/2022 Opinion (See ROA 247), and as such, any costs associated with

		that appeal have been waived pursuant to the authority set forth above. Next, Defendant argues that it is simply not reasonable for Plaintiff to have incurred $5,812.33 for printing and copying the Opening Brief in the appeal. In support of this assertion, Defendant submits the Declaration of Attorney Stark who declares as follows: "7. The only brief served and filed by Plaintiff in Court of Appeal Case No.: G061830 was Plaintiff's Appellant's Opening Brief ("AOB"), totaling thirty-one (31) pages including the proof of service, which was electronically served upon the Defendants and the trial court by email, and electronically filed in the Court of Appeal and served on the Supreme Court of California using a PDF formatted electronic digital copy of the AOB to do so. "8. Plaintiff never served or filed his AOB in hard copy, paper format at any time in Court of Appeal Case No. G061830, as California Rules of Court, rule 8.71 requires all parties represented by legal counsel to file all documents electronically in the reviewing court (see Cal. Rules of Court, rule 8.71(a)). . . . "14. Respectfully, to the extent Plaintiff's Memorandum of Costs seeks costs in the sum of $5,812.33 for "Printing and copying of briefs" in Court of Appeal Case No.: G061830, these costs should be taxed as being wholly unreasonable as an amount that was never actually paid out by the Plaintiff for the printing and copying of his AOB. "15. This is supported by the fact that Plaintiff's AOB, a document totaling thirty-one (31) pages, was served and filed by the Plaintiff in an electronic digital PDF format, and not in a hard copy paper form requiring "printing or copying," and, accordingly, this highly unreasonable and unsupported cost on appeal should be taxed by this Court. "16. Assuming, arguendo, the Plaintiff did, in fact copy and print his AOB, and even made several hard copy, paper versions of his AOB for the case file, for his records, or to refer to by Attorney Krutcik at oral argument on

		appeal, the total cost for producing the hard copy briefs would have likely not exceeded approximately $150.00 to do so, and certainly would have never cost the Plaintiff the unsubstantiated sum of $5,812.33." In response to the above, Plaintiff's Attorney Krutcik files a declaration wherein he states, "I know that these amounts were actually incurred because I did the work on the drafting, and I contacted the firm to assist in the printing, copying and preparation of PLAINTIFF ADAMS' appellate brief. Further, I know that amounts were incurred and paid, because I also processed and paid the bill, a true and correct copy is attached hereto. (See Exhibit 'E')." Ex. E is an invoice from Counsel Press, Inc. and lists charges for Cover(s), Table of Contents, Electronic File Production and Review, Electronic – Bookmarks, Shipping & Handling APPELLANT'S OPENING BRIEF, Table of Contents/Citations, Paralegal Time – Formatting, Electronic File Production and Review, Electronic - Bookmarks Electronic Service(s), Electronic Filing. Based on the above charges, it appears "Counsel Press, Inc" may be more in the business of preparation of the appellate brief than copying and printing. Of note, of the alleged $5,812.33, Plaintiff fails to indicate how much was for copying/printing and how much was for preparation. As the request appears inherently unreasonable, this Court will allow $120 for electric service and filing (see Ex. E), and otherwise, Grant the Motion. That is, Plaintiff/Appellant is entitled to $281 for costs on appeal. Defendant's Request for Judicial Notice (ROA 406) is GRANTED and the Request for Judicial Notice (ROA 428) is DENIED. *Defendant to give notice*.
104	Breakers at Bear Brand Homeowners Association vs. Ellman 24-01397587	Defendant, Victoria Ellman ("Defendant"), moves for an order vacating the default and default judgment submitted by Plaintiff, Breakers at Bear Brand Homeowners Association ("Plaintiff" or the "HOA") on

		December 23, 2024, if any entered by the Court. Defendant contends that the Court should vacate the default and default judgment, if any entered by the Court, under the discretionary provision of Code of Civil Procedure section 473(b) because Defendant was in pro per and erred in not filing an answer causing a default to be entered. Defendant contends that default and default judgment were thus entered based on Defendant's mistake, inadvertence, surprise, or excusable neglect. Defendant also contends that under Code of Civil Procedure section 128(a)(8), the Court has the authority to issue any orders and control its processes in order to ensure justice, i.e., to vacate the default and default judgment so that Defendant can cure its innocent error while proceeding as pro per. Plaintiff contends that the motion must be denied because Defendant fails to establish grounds for either mandatory or discretionary relief under Code of Civil Procedure section 473(b). Plaintiff asserts that Defendant's request for discretionary relief under Code of Civil Procedure section 473(b) fails because her conduct reflects intentional inaction and a calculated decision to delay, not mistake, inadvertence, surprise, or excusable neglect, as the Court twice warned Plaintiff on August 8, and October 10, at Case Management Conferences, about the consequences of default and how it could be set aside, and advised Defendant of the availability legal aid services, but the Defendant took no meaningful steps to respond and took no action until after Plaintiff submitted its Default Judgment package on December 23, 2024. Plaintiff also asserts that Defendant only retained counsel and file the present motion on January 9, 2025, nearly six months after default was entered and after Plaintiff submitted its Default Judgment package such that Defendant did not act with diligence in seeking relief, and that there is no explanation for the delay in filing this motion. Plaintiff additionally contends that the failure to file an answer, without more, is legally insufficient, and that Defendant's failure to file a declaration in support of her motion further underscores the absence of any credible

		justification, and that as there is no affidavit or declaration from Plaintiff, herself, the Motion is legally defective and must be denied. Plaintiff also objects to the unsupported post-default statements of counsel as Defendant's counsel has no personal knowledge of the facts and statements by counsel about Defendant's intent, notice, or belief are hearsay and admissible. Plaintiff asserts that Defendant's counsel's assertions are without foundation and should be disregarded. Further, Plaintiff asserts that the delay caused by Defendant's actions is ongoing with measurable financial harm and ongoing health and safety risks, and that it has resulted in substantial prejudice to the HOA's ability to enforce its CC&Rs and proceed with litigation, as well as interfered with the substantive rights of other homeowners whose properties depend on access to shared systems for timely repair. Lastly, Plaintiff asserts that Defendant has made no showing of a meritorious defense which independently bars the relief sought, and that the HOA requests that the Court include additional reasonable attorney's fees and costs in the amount of $5,393.32 which the HOA incurred after the HOA submitted its Default Judgment package to respond to this motion. Code of Civil Procedure section 473(b) states: "The court may, upon any terms as may be just, relieve a party or his or her legal representative from a judgment, dismissal, order, or other proceeding taken against him or her through his or her mistake, inadvertence, surprise, or excusable neglect. Application for this relief shall be accompanied by a copy of the answer or other pleading proposed to be filed therein, otherwise the application shall not be granted, and shall be made within a reasonable time, in no case exceeding six months, after the judgment, dismissal, order, or proceeding was taken." (Code Civ. Proc. § 473(b).) In a motion under section 473, the initial burden is on the moving party to prove inadvertence, surprise, excusable neglect or mistake by a "preponderance of the evidence." (*Kendall v. Barker* (1988) 197 Cal.App.3d 619, 624.) " '[A] party who seeks relief under

		[section 473] must make a showing that due to some mistake, either of fact or of law, of himself [or herself] or of his [or her] counsel, or through some inadvertence, surprise or neglect which may properly be considered excusable, the judgment or order from which he [or she] seeks relief should be reversed. In other words, a burden is imposed upon the party seeking relief to show why he [or she] is entitled to it, and the assumption of this burden necessarily requires the production of evidence. [Citations.]' " (*Id*. at pp. 623-624.) "The moving party has a double burden: He must show a satisfactory excuse for his default, and he must show diligence in making the motion after discovery of the default. [Citation.]" (*Huh v. Wang* (2007) 158 Cal.App.4th 1406, 1420, internal quotations omitted.) "Mistake is not a ground for relief under section 473, subdivision (b), when 'the court finds that the "mistake" is simply the result of professional incompetence, general ignorance of the law, or unjustifiable negligence in discovering the law . . . .' [Citation.]" (*Hearn v. Howard* (2009) 177 Cal.App.4th 1193, 1206 ("*Hearn*").) "[A]s for inadvertence or neglect, '[t]o warrant relief under section 473 a litigant's neglect must have been such as might have been the act of a reasonably prudent person under the same circumstances . . . It is the duty of every party desiring to resist an action or to participate in a judicial proceeding to take timely and adequate steps to retain counsel or act in his own person to avoid an undesirable judgment. Unless in arranging for his defense he shows that he has exercised such reasonable diligence as a man of ordinary prudence usually bestows upon important business his motion for relief under section 473 will be denied. [Citation.] Courts neither act as guardians for incompetent parties nor for those who are grossly careless of their own affairs . . . . The only occasion for the application of section 473 is where a party is unexpectedly placed in a situation to his injury without fault or negligence of his own and against which ordinary prudence could not

		have guarded.' [Citation.]" (*Hearn, supra*, 177 Cal.App.4th at p. 1206.) "The motion for relief must be made within six months after entry of the default, and the party moving to set aside the default has the burden of showing good cause for relief. [Citation.]" (*Shapell Socal Rental Properties, LLC v. Chico's FAS, Inc*. (2022) 85 Cal.App.5th 198, 212.) "The provisions of section 473 . . . are to be liberally construed and sound policy favors the determination of actions on their merits. [Citation.] [Citation.] [B]ecause the law strongly favors trial and disposition on the merits, any doubts in applying section 473 must be resolved in favor of the party seeking relief from default. [Citation.]" (*Ibid*., quotations omitted.].) Initially, no default judgment has been entered against Defendant. Entry of Default was entered against Defendant on July 16, 2024. (Declaration of Daniel C. Heaton ("Heaton Decl."), ¶ 4.) The motion was timely brought on January 9, 2025, within six months after default was entered on July 16, 2024. Next, there is no request for mandatory relief. The court is not required to consider granting relief under the mandatory provision without a request for such relief. (*Luri v. Greenwald* (2003) 107 Cal.App.4th 1119, 1125.) With regards to relief under the discretionary provision of Code of Civil Procedure section 473(b), the evidence shows that after default was entered against Defendant, Defendant appeared, in person, at the scheduled Case Management Conference on August 8, 2024, where the Court "advised the Defendant of the status of the case and informed her that she is unable to participate in the case until the default is set aside. Defendant further advised that the Court is unable to give legal advice. If the case is not resolved, Defendant should decide if she wants to contest the case." (Heaton Decl., ¶¶ 6-7, Ex. C, Minute Order dated 8/8/24.) Additionally, the Court noted that "[i]f the case is not resolved, Plaintiff will proceed with seeking judgment via Request for Default Judgment," and that "Defendant [was]

		referred to the Self-Help Center." (Ex. C to Heaton Decl., Minute Order dated 8/8/24.) Subsequent to the August 8, 2024, Case Management Conference, Plaintiff attempted to coordinate with the vendors for inspections and testing, and tried to confirm various appoints with Defendant to move the matter forward, but Defendant refused to permit access and ignored Defendant's efforts to communicate. (Heaton Decl., ¶ 8, Exs. D and E.) Defendant appeared, in person, at the continued Case Management Conference on October 10, 2024, where she "inform[ed] the Court why she has not set aside default," and the Court again "advised the Defendant of the status of the case and informed her that she is unable to participate in the case until the default is set aside. Defendant further advised that the Court is unable to give legal advice. If the case is not resolved, Defendant should decide if she wants to contest the case." (Heaton Decl., ¶ 9, Ex. F, Minute Order dated 10/10/24.) Additionally, the Court again, referred Defendant to the Self-Help Center. (Ibid.) On December 23, 2024, the HOA submitted its Default Judgment package. (Heaton Decl., ¶ 10.) On January 7, 2025, Defendant sought assistance from her current counsel for her defense in this matter. (Declaration of Marcela Musilek, ¶ 5.) The instant motion was filed on January 9, 2025. (Heaton Decl., ¶ 10.) In support of the request for relief under the discretionary provision of Code of Civil Procedure section 473(b), Defendant submits only the Declaration of Marcela Musilek, Defendant's counsel. Defendant's counsel states, "Defendant proceeded as pro per and erred in that she did not file an answer to this Plaintiff's Complaint, so Plaintiff requested a default be entered against Defendant." (Declaration of Marcela Musilek, ¶ 3.) Defendant's counsel also states that "[o]n January 7, 2025, Defendant sought assistance from this law firm in her defense in this matter." (Id, ¶ 5.)

		Based on the evidence before the Court, although the motion is timely brought, Defendant fails to submit evidence demonstrating diligence in making the instant motion or explaining the near six-month delay in bringing the instant motion after default was entered. Despite appearing at two Case Management Conferences where the Court advised Defendant as to her status in default and Defendant's knowledge that if the case is not resolved informally, Plaintiff would be seeking judgment via a Request for Default Judgment, Defendant did not file the instant motion until five months after the first Case Management Conference on August 8, 2024, and elected not to cooperate with Plaintiff, or retain counsel, or otherwise file a motion to set aside default. Such conduct indicates that Defendant deliberately opted to wait until after Plaintiff filed its Request for Default Judgment on December 23, 2024, to seek and retain counsel and file the instant motion. Defendant also fails to meet her initial burden to show, by a preponderance of the evidence, that the entry of default was the result of mistake, inadvertence, surprise, or excusable neglect. "[A]ffidavits or declarations setting forth only conclusions, opinions, or ultimate facts are insufficient." (*Kendall v. Barker* (1988) 197 Cal.App.3d 619, 624.) Thus, Defendant's counsel statement that Defendant "erred" in not filing an answer to Plaintiff's Complaint does not meet the preponderance of evidence standard. Even considering this claimed error in not filing an answer, and perhaps Defendant's pro per status, neither fact itself supports that default was entered as a result of mistake, inadvertence, surprise, or excusable neglect. Additionally, there is no declaration from Defendant herself, attesting to why she did not file an answer. As a result, there is no showing of mistake, inadvertence, surprise, or excusable neglect. That Defendant was in pro per status at the time does not constitute mistake, inadvertence, surprise, or excusable neglect. " ` . . . . "When a litigant a litigant is appearing in propria persona, he is entitled to the same, but no greater, consideration than other

		litigants and attorneys [citations.] Further, the in propria persona litigant is held to the same restrictive rules of procedure as an attorney [citations]. Further, the in propria persona litigant is held to the same restrictive rules of procedure as an attorney [citation.]." [Citations.]' [Citation.]" (*Burnete v. La Casa Dana Apartments* (2007) 148 Cal.App.4th 1262, 1267 [affirming order denying a pro per plaintiff's motion to set aside judgment finding that the plaintiff's lack of understanding of the law and inexperience did not constitute mistake or excusable neglect]; *Davis v. Thayer* (1980) 113 Cal.App.3d 892, 905-906 [finding default entered against a pro per defendant was not the result of mistake, inadvertence, surprise, or excusable neglect where defendant failed to file an answer and claimed that he did not have funds, and did not realize the plaintiff was claiming damages for fraud].) Defendant here was personally served with the summons and complaint on June 14, 2024. (Heaton Decl., ¶ 3.) If Defendant read the complaint and "disregarded its allegations [she] was guilty of careless and indifferent conduct" and relief should be denied. (*Davis v. Thayer* (1980) 113 Cal.App.3d 892, 906.) The evidence before the Court indicates that Defendant simply decided not to do anything in response to the Complaint until Defendant sought default judgment. " 'Where the default occurred as a result of deliberate refusal to act, and the relief is sought after a change of the mind, the remedy is clearly inappropriate. [Citations.]' [Citation.]" (*Id*. at p. 907.) Based on the foregoing, Defendant fails to meet her burden to show diligence in bringing the instant motion, or an explanation for the delay, as well as fails to meet her burden to demonstrate that the default was a result of mistake, inadvertence, surprise, or inexcusable neglect. Rather, the evidence indicates that deliberate inaction by the Defendant. Accordingly, Defendant's motion to vacate default is DENIED without prejudice. The default judgment hearing is continued to September 4, 2025 at 1:30 p.m. *Plaintiff to give notice.*

105	Wesco Insurance Company vs. Haverkamp 22-01292264	Plaintiff, Wesco Insurance Company ("Plaintiff'), moves for an order deeming matters set forth in Requests for Admission, Set No. 1, 1.A., B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P admitted against Defendant, Peter G. Haverkamp, an individual and dba Southern Counties Construction ("Defendant"), and imposing monetary sanctions against Defendant in the sum of $2,060. Plaintiff contends that it properly served Defendant with Requests for Admission, Set No. 1, 1.A., B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, but that Defendant has failed and refused to serve a verified written response and that the matters set forth in the Requests for Admission should be deemed admitted against Defendant, and that monetary sanctions are mandatory under Code of Civil Procedure section 2033.280. Plaintiff contends that the Court previously heard this motion on February 6, 2025, and denied the prior motion without prejudice to allow certain scrivener's errors to be corrected. Specifically, the first motion averred that unverified responses had been served, whereas the truth, in fact, is that no responses have ever been served. No opposition has been filed. Code of Civil Procedure section 2033.280 provides that if a party to whom requests for admission are directed fails to serve a timely response, the party waives any objection to the requests. The requesting party may also move for an order that the genuineness of documents and the truth of any matters specified in the requests be deemed admitted. (Code Civ. Proc. § 2033.280(a)-(b).) The court shall deem the matters admitted "unless it finds that the party to whom the requests for admission have been directed has served, before the hearing on the motion, a proposed response to the requests for admission that is in substantial compliance with Section 2033.220." (Code Civ. Proc. § 2033.280(c).) Here, Plaintiff submits evidence showing that on June 22, 2023, Plaintiff served Defendant with Requests for Admission, Set No. 1, 1.A., B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P by mail. (Declaration of Timothy Carl Aires, ¶ 3, Ex. A.) Plaintiff's counsel also provides that

		Defendant has "never served responses to the requests for admission" and "has failed and refused to serve a verified written response to Requests for Admission, Set No. 1, 1.A., B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P . . . ." (Id., ¶ 4.) As a result of defendant's failure to serve responses to the requests, defendant has "waive[d] any objection to the requests, including one based on privilege or on the protection for work product . . . ." (Code Civ. Proc. § 2033.280(a).) Plaintiff's motion is GRANTED. With regards to a monetary sanction, Plaintiff contends that the failure to serve any response to the subject requests for admissions is without substantial justification. Pursuant to Code of Civil Procedure section 2033.280(c), "[i]t is mandatory that the court impose a monetary sanction under Chapter 7 (commencing with Section 2023.010) on the party or attorney, or both, whose failure to serve a timely response to requests for admission necessitated [the] motion." Accordingly, because Defendant's failure to serve timely responses to Plaintiff's Requests for Admission, Set No. 1, 1.A., B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P necessitated the filing of the instant motion, the Court awards monetary sanctions in the reduced amount of $560 against Defendant, Peter G. Haverkamp, an individual and dba Southern Counties Construction to be paid within 15 days. *Plaintiff to give notice*.
106	Weis vs. Jha 23-01333273	<u>Motion to be Relieved</u> Mark D. Ringsmuth moves to be relieved as counsel of record for plaintiff Ilana Weis. A motion to be relieved must be served on all parties who have appeared in the case. (Cal. Rules of Court, Rule 3.1362(d).) Here, no proof of service has been filed. It is unclear how service was made on the client. Counsel's declaration indicates that service was made by personal service. However, it also indicates that the client may

		have been served at her last known address, which was confirmed within the past 30 days. In light of the above deficiencies, the hearing on the motion is CONTINUED to July 31, 2025 at 1:30 p.m. in Department W15. Moving counsel is ordered to file a supplemental declaration and proof of service addressing these issues no later than nine court days before the continued hearing date. *Moving counsel to give notice.* <u>Motion to Deem Facts Admitted</u> Defendant Jeffrey Kovell moves for an order deeming the truth of the matters specified in his Requests for Admission, Set One, served on plaintiff Ilana Weis, admitted. The Requests were served on 12/9/24 by electronic mail. (Declaration of James D. Lyon ¶ 3.) To date, plaintiff has not served any responses. (Ibid.) In light of plaintiff's failure to respond, the Motion is GRANTED. (Code Civ. Proc., § 2033.280.) *Defendant to give notice.* <u>Case Management Conference</u> The Case Management Conference is continued to 7/31/2025 at 1:30 p.m. *Defendant to give notice.*
107	McCullough vs. Raj 24-01375215	Defendant Harbhajan Raj's unopposed motion for determination of good faith settlement is GRANTED. When a motion for determination of good faith settlement is unopposed, 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.) Defendant's moving papers and the supporting declaration meet this standard. The Court therefore finds that the settlement entered between Defendants Dev Raj, Harbhajan Raj and Estate of Dev Raj, on the one hand, and Plaintiff Kirstin McCullough, on

		the other, was made in "good faith" within the meaning of CCP §877.6. The parties should be prepared to proceed with the Case Management Conference. *Moving Party to give notice.*
108	Nguyen vs. Nguyen 23-01365870	Defendant Tan Van Nguyen ("Settling Defendant") moves, pursuant to Code of Civil Procedure section 877.6, for a determination of good faith as to the settlement between Settling Defendant and plaintiff Vuong Huu Nguyen and Minh Thi Pham on the grounds that the proposed $75,000.00 total settlement satisfies the factors enumerated in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488. Whether a settlement is within the "good faith ballpark" is to be evaluated on the basis of information available at the time of settlement under the following factors: • the amount paid in settlement; • a rough approximation of plaintiff's total recovery and the settlor's proportionate liability; • a recognition that the settlor should pay less in settlement than if found liable after a trial; • the financial conditions and insurance policy limits of the settling defendant; and • evidence of any collusion, fraud, or tortious conduct between the settlor and the plaintiffs aimed at making the non-settling parties pay more than their fair share. (*Tech-Bilt, supra*, 38 Cal.3d at p. 499.) A settlement is in good faith if it is within the "reasonable range," i.e., within the ballpark, of the settling tortfeasor's share of liability for the plaintiff's injuries, taking into consideration the facts and circumstances of the particular case. (*Ibid*.) Settling Defendant argues that the settlement was made in good faith in light of plaintiffs' claimed joint medical expenses of $49,235. Settling Defendant asserts that this settlement falls within, and likely exceeds, the ballpark of the proportionate share of liability for Settling Defendant and there is no evidence of any collision or fraud.

		This action involves a four vehicle collision. Settling Defendant's vehicle was the first vehicle to strike plaintiffs' vehicle, and plaintiffs allege that it was Settling Defendant's negligence that caused the involvement of the other two vehicles. Thus, it appears that Settling Defendant bears a high degree of proportionate liability. That high degree of proportionate liability is reflected in the settlement amount, which constitutes $37,500 to go to each plaintiff. Further, no party has opposed the Motion to argue that the settlement was made in bad faith. In light of the above, the Motion is GRANTED. *Settling Defendant to give notice*.
109	Dzyuba vs. Brotherton 24-01441643	Defendant(s) Hayden Merz, Erin Hagan, and Brett Merz will move this Court for an order compelling plaintiff Vitaliy Dzyuba ("plaintiff") to provide responses, without objection, within 10 days to Specially Prepared Interrogatories (set no. One) propounded by defendant(s) to plaintiff on January 31, 2025. Defendant(s) also seek an order from this Court imposing monetary sanctions against plaintiff and their attorney(s) of record S. Sean Bral, Esq. in the amount of $507. The motion was required to be served on Plaintiff's counsel and filed herein. [Code Civ. Proc. § 1005] To that end, Defendants served Plaintiff's attorney, S. Sean Bral with this Motion via e-mail on 5/9/2025 at seanbral@gmail.com. However, the e-mail address listed on Plaintiff's Complaint and the CMC Statements herein is: SBFirm.Iaw@gmail.com. As there is no opposition to this motion, in an abundance of caution, the Motion is continued to 10/9/2025 to be heard with other law and motion matters set for that date. Relating to ROAS 41 and 42 (currently on calendar for 7/24/2025 and 10/9/2025) the Court orders Defendant to re-serve those motions at the SBFirm.law@gmail.com address and provide notice that all three motions (ROAS 40, 41, and 42) will be heard on 10/9/2025.

		The motion calendared for 7/24/2025 is continued to 10/9/2025 at 1:30 p.m. *Moving party to give notice.*
110	Lancab, Inc. vs. Fuller 25-01481178	Plaintiff Lancab, Inc. ("Plaintiff"), moves for an order for writ of possession of a 2020 dark gray Dodge Ram 3500 (VIN 3C63R3RL6LG177242) (License Plate No. 55477B3). Except under certain conditions, no writ of possession shall be issued except after a hearing on a noticed motion. (Code Civ. Proc. § 512.020(a).) Prior to the hearing required by Code of Civil Procedure section 512.020(a), the defendant shall be served with all of the following: (1) a copy of the summons and complaint; (2) a Notice of Application and Hearing; and (3) a copy of the application and any affidavit in support thereof. (Code Civ. Proc. § 512.030(a)(1)-(3).) Here, on June 2, 2025, the Court granted Plaintiff's ex parte application for a Temporary Restraining Order, and denied the ex parte application for writ of possession and ex parte application for an order shortening time for hearing on Plaintiff's application for writ of possession, but set a hearing on the Application for Writ of Possession for June 12, 2025, and set briefing deadlines. (ROA 29.) On June 12, 2025, the Court continued the Applications for Writ of Possession to July 10, 2025, pursuant to Plaintiff's counsel's request to continue the hearing to allow time for effectuated service. (ROA 75.) The Clerk was ordered to give notice. The Clerk's Certificate of Mailing/Electronic Service indicates that the Court's Minute Order dated June 12, 2025, was served only on Plaintiff's counsel. No notice of the continued hearing date to July 10, 2025, appears to have been served on Defendants and/or Defendants' counsel. Accordingly, it does not appear that Defendants received notice of the continued hearing date on the Applications for Writ of Possession. In light of the above, the Court CONTINUES the Applications for Writ of Possession to July 31, 2025 at 1:30 p.m. in Department W15.

		Additionally, the Court notes that on June 2, 2025, Plaintiff filed a Memorandum of Points and Authorities. (See ROA 34.) There is no proof of service of said Memorandum of Points and Authorities, and although Defendant TechPro Services US filed an opposition, to date, Defendant, Kevin Fuller, has not. Plaintiff to file proof of service of the Memorandum of Points and Authorities filed on June 2, 2025, no later than nine (9) court days before the continued hearing date. The Court further orders any and all briefs to be filed seven (7) court days prior to the continued hearing date. The Temporary Restraining Order issued on 06/02/2025 remains in effect until the continued date. *Plaintiff to give notice.*
111	Cross vs. Redline Acceptance 22-01251558	Defendants/Respondents Redline Acceptance and Evan Paul Auto Leasing move to confirm the arbitration award. Plaintiff/Claimant Terri Cross, proceeding in pro per, moves to vacate the arbitration award. "Any party to an arbitration in which an award has been made may petition the court to confirm, correct or vacate the award." (Code Civ. Proc., § 1285.) "A petition under this chapter shall: (a) Set forth the substance of or have attached a copy of the agreement to arbitrate unless the petitioner denies the existence of such an agreement. (b) Set forth the names of the arbitrators. (c) Set forth or have attached a copy of the award and the written opinion of the arbitrators, if any." (Code Civ. Proc., § 1285.4.) "If a petition or response under this chapter is duly served and filed, the court shall confirm the award as made, whether rendered in this state or another state, unless in accordance with this chapter it corrects the award and confirms it as corrected, vacates the award or dismisses the proceeding." (Code Civ. Proc., § 1286.) "Accordingly, once a petition to confirm that meets the statutory requirements has been served, " 'the burden is on the party attacking

		the award to affirmatively establish the existence of error.' " (*Valencia v. Mendoza* (2024) 103 Cal.App.5th 427, 442, review denied (Oct. 16, 2024).) The Court shall vacate the award if the court determines any of the following: "(1) The award was procured by corruption, fraud or other undue means. "(2) There was corruption in any of the arbitrators. "(3) The rights of the party were substantially prejudiced by misconduct of a neutral arbitrator. "(4) The arbitrators exceeded their powers and the award cannot be corrected without affecting the merits of the decision upon the controversy submitted. "(5) The rights of the party were substantially prejudiced by the refusal of the arbitrators to postpone the hearing upon sufficient cause being shown therefor or by the refusal of the arbitrators to hear evidence material to the controversy or by other conduct of the arbitrators contrary to the provisions of this title. "(6) An arbitrator making the award either: (A) failed to disclose within the time required for disclosure a ground for disqualification of which the arbitrator was then aware; or (B) was subject to disqualification upon grounds specified in Section 1281.91 but failed upon receipt of timely demand to disqualify himself or herself as required by that provision. However, this subdivision does not apply to arbitration proceedings conducted under a collective bargaining agreement between employers and employees or between their respective representatives." (Code Civ. Proc., § 1286.2, subd. (a).)" Importantly, however, "an arbitrator's decision is not generally reviewable for errors of fact or law, whether or not such error appears on the face of the award and causes substantial injustice to the parties." (*Moncharsh v. Heily & Blase* (1992) 3 Cal.4th 1, 6.) In fact, ""it is within the power of the arbitrator to make a mistake either legally or factually." (*Moncharsh v. Heily & Blase* (1992) 3 Cal.4th 1, 12.) This is because "[w]hen parties opt for the forum of arbitration they agree to be bound by the decision of that forum knowing

		that arbitrators, like judges, are fallible." (*Ibid*.) "The arbitrator's decision should be the end, not the beginning, of the dispute." (*Moncharsh v. Heily & Blase* (1992) 3 Cal.4th 1, 10.) "Because the decision to arbitrate grievances evinces the parties' intent to bypass the judicial system and thus avoid potential delays at the trial and appellate levels, arbitral finality is a core component of the parties' agreement to submit to arbitration." (*Ibid*.) "Thus, an arbitration decision is final and conclusive because the parties have agreed that it be so." (*Ibid*.) "By ensuring that an arbitrator's decision is final and binding, courts simply assure that the parties receive the benefit of their bargain." (*Ibid*.) "Expanding the availability of judicial review of such decisions would tend to deprive the parties to the arbitration agreement of the very advantages the process is intended to produce." (*Ibid*. [quotations omitted].) Here, the Court finds that Defendants/ Respondents Redline Acceptance and Evan Paul Auto Leasing's petition to confirm the arbitration award complies with Code of Civil Procedure sections 1285 et seq. Plaintiff/Claimant has not established grounds to vacate pursuant to Code of Civil Procedure section 1286.2. The Petition to Confirm the Arbitration Award is GRANTED. The Petition to Vacate the Arbitration Award is DENIED. *Defendants/Respondents Redline Acceptance and Evan Paul Auto Leasing to give notice of both motions and to prepare the order confirming the arbitration award.*