1. 23CV0678 HANSEN v. BLACK OAK LAND HOLDINGS

Motion for Sanctions

Plaintiff paid Defendant $13,999 for the use of the Black Oak Mountain Vineyard (BOMV") as a wedding venue, Complaint ¶8, but just before the event was scheduled to occur on September 10-11, 2022, the Mosquito Fire broke out and BOMV informed Plaintiff, on September 9, 2022, that the event would have to be rescheduled and offering some new dates. Complaint ¶12-13; Exhibit 3. On such short notice Plaintiffs were not able to reschedule other vendors or the travel plans of attendees, so they found another venue and were married on September 10, 2022. Complaint ¶¶11, 14, 19.

When Plaintiffs sought a refund of their payment for the use of the venue Defendants took the position that the force majeure clause in the parties' contract would only require a refund if Defendant "if the event cannot be rescheduled." Complaint ¶17. Plaintiff communicated to Defendant that rescheduling was not an option because of commitments to other vendors and inability to change travel plans of friends and family at the last minute. Complaint ¶18; Exhibit 4. Defendant took the position that, based on the contract language, whether the event could be rescheduled was a determination that could only be made by Defendant. Complaint, Exhibits 6, 8.

Pursuant to an arbitration clause in the contract, Plaintiff submitted a demand for arbitration through JAMS and paid the non-refundable $1,750 JAMS fee. Following service of that demand, on March 1, 2023, counsel for Defendant contacted Plaintiff to inform Plaintiff that she would be representing Defendant but did not address the request for arbitration. Defendant did not otherwise respond to emailed communications related to arbitration from JAMS or from Plaintiff, and at the end of March, 2023, JAMS closed the arbitration for non-payment of Defendant's $1,750 share of the initial filing deposit. Although Defendant never responded to arbitration communications, it claims in the discovery responses that were eventually provided that Plaintiff failed to mitigate damages by failing to file a motion to compel arbitration. *See* Defendant's Opposition, Exhibit D, Form Interrogatory 115.2.

Plaintiff's Complaint was filed on May 4, 2023, and includes causes of action for breach of contract (refusal to return the funds and refusal to arbitrate the dispute), breach of the implied covenant of good faith and fair dealing and unjust enrichment.

On May 5, 2023, following service of the Summons and Complaint, counsel for Defendant informed Plaintiff that she was authorized to accept electronic service and provided an email address. Plaintiff sent the Summons and Complaint via email on May 9, 2023. Defendant did not return the Notice of Acknowledgment and Receipt, and did not file an Answer within the statutory deadline. On July 14, 2023, Defendant served its Answer, designating the same email address. On August 4, 2023, Plaintiff served discovery to that email address but did not receive

a response or a request for an extension of time to respond. Defendant's discovery responses were due on September 6, 2023. There was no response to Plaintiff's email of September 13, 2023, expressing a follow up request for a discovery response by September 15, 2023.

Plaintiff's motion to compel a discovery response was filed on September 25, 2023, and served the motion on two email addressed Defendant had provided. No opposition was filed, and when Plaintiff sent an email inquiring about Defendant's intent to oppose the motion on December 6, 2023, Defendant's counsel responded from the designated email address that she had not received the motion and had already sent the discovery responses. See Defendant's Opposition, Exhibits B and C. This court granted the motion to compel on December 15, 2023, ordering Defendant to provide responses by December 30, 2023.

Plaintiff filed this motion for terminating sanctions on February 6, 2024, and Defendant filed an Opposition on March 12, 2024, serving Plaintiff with those pleadings from the designated email for Defendant's counsel.

On March 11 and 13, 2024, Defendant served discovery responses from the designated email address and by fax, but the responses were unverified. *See* Defendant's Opposition, Exhibit D.

Plaintiff requests terminating and monetary sanctions pursuant to Code of Civil Procedure § 2023.030 for Defendant's failure to respond to Plaintiff's discovery (Form Interrogatories-Limited Civil Cases, Set One; Request for Production of Documents; and Special Interrogatories, Set One). That section provides, in pertinent part:

> To the extent authorized by the chapter governing any particular discovery method or any other provision of this title, the court, after notice to any affected party, person, or attorney, and after opportunity for hearing, may impose the following sanctions against anyone engaging in conduct that is a misuse of the discovery process:
>
> (a) The court may impose a monetary sanction ordering that one engaging in the misuse of the discovery process, or any attorney advising that conduct, or both pay the reasonable expenses, including attorney's fees, incurred by anyone as a result of that conduct. . . . If a monetary sanction is authorized by any provision of this title, the court shall impose that sanction unless it finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust.
>
> * * *
>
> (d) The court may impose a terminating sanction by one of the following orders:
>
> (1) An order striking out the pleadings or parts of the pleadings of any party engaging in the misuse of the discovery process.
> (2) An order staying further proceedings by that party until an order for discovery is obeyed.

(3) An order dismissing the action, or any part of the action, of that party.
(4) An order rendering a judgment by default against that party.

* * *

Plaintiff argues that terminating sanctions are supported in this case by Code of Civil Procedure § 2023.010(d), (g) and (i), which provide options for penalties for misuse of discovery: failing to respond to an authorized method of discovery, disobeying a court order to provide discovery; and failing to confer in a reasonable and good faith attempt to resolve informally any dispute concerning discovery.

Plaintiff requests that monetary sanctions be ordered jointly and severally against Defendant and Defendant's counsel for failure to meet and confer (Code of Civil Procedure § 2023.020) and § 2023.010(d) (failure to respond to an authorized method of discovery).

Plaintiff argues that Defendant's selective receipt of email correspondence and failure to respond to communications has delayed the prosecution of the case by delaying the Answer by two weeks and the discovery responses by four months. Plaintiff further argues that in spite of his attempt to limit delays and costs by choosing to file a Limited Jurisdiction action, Defendant's non-responsiveness has increased Plaintiff's litigation costs. By ignoring requests for arbitration pursuant to the terms of the contract, resulting in Plaintiff's loss of a non-refundable $1,750 JAMS deposit. By failing to respond to the motion to compel, Defendant deprived Plaintiff of the ability to recover $1,635 in costs of bringing that motion (because the statute only authorizes recovery of fees and costs against a party who unsuccessfully defends against a motion to compel discovery), as well as $1,585 in costs for bringing the instant motion for terminating sanctions.

Further, Plaintiff argues that the discovery responses that were finally provided are not code compliant because:

1. They are unverified.

   Defendant represents that "supplemental documents production and verifications to the written discovery responses were served on Plaintiffs as promised." Supplemental Declaration of Alicia Dearn, dated March 20, 2024, ¶2. ("Supplemental Dearn Declaration"). The verifications provided are dated March 20, 2024, nearly three months after the court's deadline for discovery responses.

2. Responses to Request for Production of Document did not provide documents that are responsive to the requests as required by Code of Civil Procedure § 2031.280(a) until after this motion was filed.

3. Instead of producing original emails, the responses transcribe the content of emails into a separate document. *See* Declaration of Kristopher Grant in Support of Reply to Defendant's Opposition, dated March 15, 2024 ("Grant Reply Declaration"), Exhibit 3.

   Defendant represents that the March 11, 2024, responses were not original because the originals had to be procured from a third-party software company and the originals have since been produced. Whether or not that is true, proper responses were not provided until after thins motion was filed.

In response Defendant argues:

1. Plaintiff did not serve the motion to compel on Defendant. Exhibit B of Defendant's Opposition shows email correspondence dated December 6, 2023, stating that Defendant never received the motion to compel and that discovery responses had already been served by mail. This conflicts with the Proof of Service attached to the motion showing service by email on September 25, 2023.
2. Plaintiff did not serve notice of the court's ruling. The court's Minute Order does not indicate that the court required Plaintiff to serve notice of the ruling.
3. Defendant claims that discovery responses were prepared and completed by August 16, 2023, but due to clerical error the responses were not actually mailed. Exhibit A to Defendant's Opposition shows a computer file index with various responses listed, the latest dated September 4, 2023. Three out of five of the files titled as discovery responses include the designation "Angela's Draft". Plaintiff argues that because "Angela" is not an attorney of record in the case, this indicates that these responses were not completed as of the file dates. The other two have unspecified file dates sometime after February 2, 2024.

<u>Request for Judicial Notice</u>

Defendant requests the court to take judicial notice of the Complaint in this action and the court's Tentative Ruling in this matter dated December 15, 2023. These documents constitute judicial records and recorded documents that are appropriately subject to judicial notice pursuant to Evidence Code §§ 451-453.

The court finds that Defendant's counsel's claim to have received some but not all of the email correspondence sent to her email address of record is not credible. The court finds that Defendant's claim that it did not receive notice of the motion to compel is not credible. The court finds that Defendant's failure to meet and confer, failure to respond to authorized discovery and failure to comply with a court's discovery order constitute a misuse of discovery under Code of Civil Procedure § 2023.010.

These findings support award of monetary sanctions to make the Plaintiff whole for Defendant's delays and non-compliance. However, the court declines to impose the "drastic measure" of terminating sanctions.

> Where a motion to compel has previously been granted, the sanction should not operate in such a fashion as to put the prevailing party in a better position than he would have had if he had obtained the discovery sought and it had been completely favorable to his cause." (*Deyo v. Kilbourne*, *supra.*, 84 Cal.App.3d at p. 793; see *Wilson v. Jefferson* (1985) 163 Cal.App.3d 952, 958 [210 Cal.Rptr. 464]; *Stein v. Hassen* (1973) 34 Cal.App.3d 294, 301-303 [109 Cal.Rptr. 321].)

Puritan Ins. Co. v. Superior Ct., 171 Cal. App. 3d 877, 884 (Ct. App. 1985).

TENTATIVE RULING #1:

(1) DEFENDANT'S REQUEST FOR JUDICIAL NOTICE IS GRANTED.

(2) PURSUANT TO CODE OF CIVIL PROCEDURE SECTIONS 2023.030(a), 2031.300(c) AND 2020.300(e), DEFENDANT'S MOTION FOR MONETARY SANCTIONS IS GRANTED IN THE AMOUNT OF $3,220, TO BE PAID TO PLAINTIFF WITHIN 15 DAYS OF THIS ORDER.

(3) DEFENDANT'S MOTION FOR TERMINATING SANCTIONS IS DENIED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

2. 23CV1510 WEXELMAN v. J.S. WEST MILLING COMPANY

Motion to Compel Arbitration and Stay Proceedings

On November 15, 2023, Plaintiff filed a First Amended Complaint against his former employer for various Labor Code violations. The First through Seventh Causes of Action are individual Labor Code claims pertaining to Plaintiff, and the Eighth Cause of Action is a representative claim for similarly situated employees under to the Private Attorneys General Act ("PAGA").

Defendant moves to compel arbitration pursuant to an arbitration agreement ("Agreement") that Plaintiff signed in the course of his employment with Defendant, and to stay the action pending the outcome of arbitration. Defendant's position is that if Plaintiff's individual claims are resolved in Defendant's favor, Plaintiff will no longer have standing to assert the representative claims on behalf of other employees.

Code of Civil Procedure § 1281.2 requires the trial court to order arbitration of a controversy "[o]n petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and that a party to the agreement refuses to arbitrate such controversy ... if it determines that an agreement to arbitrate the controversy exists." In this case there is no dispute that an arbitration agreement governs the parties' dispute.

The Agreement provides:

> To resolve employment disputes in an efficient and cost-effective manner, you and JS WEST MILLING agree that any and all claims arising out of or related to your employment that could be filed in a court of law, including but not limited to, claims of -unlawful harassment or discrimination, wrongful demotion, defamation, wrongful discharge, breach of contract, invasion of privacy, or class action shall be submitted to final and binding arbitration, and not to any other forum.
>
> * * *
>
> THIS ARBITRATION AGREEMENT IS A WAIVER OF ALL YOUR RIGHTS TO A CIVIL JURY TRIAL OR PARTICIPATION IN CIVIL CLASS ACTION LAWSUITS INCLUDING CLASS ACTION CLAIMS THROUGH ARBITRATION, OR ANY OTHER PROCEEDING, FOR ANY CLAIMS ARISING OUT OF OR RELATING TO YOUR EMPLOYMENT. **TO THE EXTENT REQUIRED BY APPLICABLE LAW, THIS WAIVER EXCLUDES CLAIMS MADE PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT (PAGA).**

See, Declaration of Katherine Odenbreit, dated April 29, 2024 ("Odenbreit Declaration"), Exhibit A (emphasis added).

The Agreement expressly states that it shall be "governed by and interpreted under the Federal Arbitration Act." ("FAA").[1] Id.

Defendant's arguments can be summarized as follows: The Agreement is a valid and enforceable agreement governed by the FAA. Public policy favors arbitration of disputes. California law that had prohibited arbitration of a PAGA representative claim has been overruled by the U.S. Supreme Court's decision in Viking River Cruises, Inc. v. Moriana, 142 S.Ct. 1906 (2022). Therefore, the language of the agreement that excludes waiver of PAGA claims ["*To the extent required by applicable law*, this waiver excludes claims made pursuant to the private attorney general act (PAGA)"] is no longer "required by applicable law". Therefore, all of the eight causes of action are subject to arbitration.[2] If the Defendant prevails in arbitration, then, it argues, Plaintiff will not have standing to pursue the representative PAGA claims. For that reason, the superior court action should be stayed pending the outcome of arbitration.

Plaintiff does not dispute that the Agreement requires individual Labor Code claims to be resolved through arbitration (First through Seventh Causes of Action) and has agreed to dismiss those claims. Declaration of Larry Kazanjian in Support of Motion to Compel, dated January 10, 2024 ("Kazanjian Declaration"), Exhibit B. At issue is the single representative PAGA claim contained in the Eighth Cause of Action.[3] Plaintiff argues that the representative PAGA claim cannot be compelled to arbitration and should be permitted to proceed in this court.

Request for Judicial Notice

Defendant has filed a Request for the court to take judicial notice of two appellate court decisions which are not yet published in the official reporter, Angel Mondragon v. Sunrun, Inc., Cal. 2nd App. District, Case No. B328425, Opinion Certified for Publication, dated 4/23/24, 2024 WL 1731764, and Lizbeth Balderas v. Fresh Start Harvesting, Inc., Cal. 2nd App. District, Case No. B326759, Order Modifying and Certifying for Publication Opinion, dated 4/18/24. Judicial notice is a mechanism which allows the court to take into consideration matters which are presumed to be indisputably true. California Evidence Code Sections 451, 452, and 453 collectively govern

[1] "A written provision in . . . a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, . . . , or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, ..." Federal Arbitration Act, 9 U.S.C. ch. 1, § 2.

[2] Defendant's arguments are not consistent as to whether it is claiming that all eight causes of action are subject to arbitration, or whether the Eighth Cause of Action for representative PAGA claims should be stayed in the Superior Court pending arbitration of the other causes of action. See discussion below.

[3] With respect to this claim, Plaintiff obtained a Right to Sue package from the Department of Fair Employment and Housing ("DFEH") on December 11, 2023. Odenbreit Declaration, ¶4.

the circumstances in which judicial notice of a matter may be taken. Evidence Code Section 452 lists matters of which the court may take judicial notice, including "records of (1) any court in this state or (2) any court of record of the United States." Evidence Code § 452(d). A trial court is required to take judicial notice of any matter listed in section 452 if a party requests it and gives the other party sufficient notice to prepare to meet the request. Evidence Code § 453. Accordingly, Defendant's request for judicial notice is granted.

Discussion

The clear language of the Agreement indicates that only such PAGA claims as would be excluded from arbitration "to the extent required by applicable law" are exempt from the application of the Agreement. Prior to the holding in Viking River Cruises, Inc. v. Moriana, 142 S.Ct. 1906 (2022), Iskanian v. CLS Transportation Los Angeles, LLC, 59 Cal. 4th 348, 383, (2014) held that PAGA claims could not be waived by arbitration agreements. At the time the Agreement was executed, under the Iskanian under the Iskanian rule, its language would have excluded both individual and representative PAGA claims from arbitration.

In Viking, the lower courts denied the employer's motion to compel individual PAGA claims to arbitration, relying on the authority of Iskanian. The Viking River opinion overturned that decision, holding that the rule of Iskanian was preempted by the FAA to the extent that it precluded the division of PAGA actions into individual and non-individual claims for the purpose of arbitration. Viking River Cruises, 596 U.S. 639, 640 (2022).

With this in mind, the Eighth Cause of Action in this case may be separately considered for the purpose of the Agreement. Plaintiff has agreed to dismiss all other Causes of Action and submit them to arbitration. The remaining question is whether the representative claim may or may not be compelled to arbitration.

Defendant's legal arguments on this point are not clear. At certain points Defendant seems to agree that the result of the Viking River case is to "leave the representative aspect of the claim to be decided in the Superior Court." Defendant's Memorandum of Points and Authorities, page 12:25. Defendant argues that the representative PAGA claim should be stayed in this court. Id. at 13:20-21. Further, Defendant argues that if Plaintiff is not successful in the arbitration he will no longer have standing to assert the representative claim. All of these arguments create a necessary inference that it is Defendant's position that the representative claim is not subject to arbitration. And yet, Defendant's pleadings also assert that the Agreement "requires Plaintiff to arbitrate all his individual class action and PAGA claims arising out of his employment with Defendant." Id. at 14:20-21.

Assuming that Defendant is actually taking the position that there is no legal bar to the arbitration of the representative claim, which under the language of the Agreement would make

the Eighth Cause of Action subject to arbitration, the court considers the authorities subsequent to the Viking River case that address the question.

Adolph v. Uber Techs., Inc., 14 Cal. 5th 1104 (2023) held that "an aggrieved employee who has been compelled to arbitrate claims under PAGA that are 'premised on Labor Code violations actually sustained by' the plaintiff . . . maintains statutory standing to pursue 'PAGA claims arising out of events involving other employees' . . . in court." Id. at 1114 (citations omitted). In the course of its opinion the Adolph court noted that the Viking River decision did not change Iskanian holding that "[W]here ... an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law." Adolph v. Uber Techs., Inc., 14 Cal. 5th 1104, 1118, citing Viking River at p. ——— [142 S.Ct. at p. 1925]. Although this conclusion is contrary to the U.S. Supreme Court's conclusion that the Viking River, the California Supreme Court in Adolph declared that it is not bound by the U.S. Supreme Court's interpretation of state law. (*See* Viking River, *supra*, 596 U.S. at pp. ——— – ——— [142 S.Ct. at p. 1925] (conc. opn. of Sotomayor, J.).

Similarly, the court in Balderas v. Fresh Start Harvesting, Inc., No. 2D CRIM. B326759, 2024 WL 1673112, at *1–2 (Cal. Ct. App. Mar. 20, 2024), overruled a trial court's decision to strike a plaintiff's complaint on the grounds that, having no individual PAGA claim she lacked standing to pursue a representative PAGA action on behalf of other employees. Considering the application of the Viking River decision, the court concluded that it was not bound by the high court's interpretation of state law: "[A]lthough the high court's interpretations may serve as persuasive authority in cases involving a parallel federal constitutional provision or statutory scheme [citations], Viking River does not interpret any federal provision or statute similar to PAGA." Balderas at *2, citing Adolph v. Uber Technologies, Inc. 14 Cal.5th 1104, 1113 (2023).

The case of Duran v. EmployBridge Holding Co., 92 Cal. App. 5th 59 (2023) is not helpful on this issue because that case involved express contractual language clearly excluding all PAGA claims from arbitration and so it did not consider whether it could compel arbitration of representative claims.

Likewise, the opinion in Mondragon v. Sunrun, Inc., 2024 WL 1731764 does not address this issue. It held that the express language of the arbitration agreement expressly excluded all PAGA claims and there was no need to determine whether representative claims could be made subject to an agreement compelling arbitration.

Standing

The issue of whether a PAGA plaintiff may maintain a representative PAGA claim that has been bifurcated from that plaintiff's representative claims is not an issue that is before the court. Defendant asserts that if Plaintiff is unsuccessful in his individual claims in arbitration, he

will no longer have standing to maintain the representative claim. Plaintiff takes a contrary position. This is a hypothetical argument at this time when arbitration of those claims has yet to commence.

Stay of Proceedings

Code of Civil Procedure § 1281.4 provides:

> If a court of competent jurisdiction, whether in this State or not, has ordered arbitration of a controversy which is an issue involved in an action or proceeding pending before a court of this State, the court in which such action or proceeding is pending shall, upon motion of a party to such action or proceeding, stay the action or proceeding until an arbitration is had in accordance with the order to arbitrate or until such earlier time as the court specifies.
>
> If an application has been made to a court of competent jurisdiction, whether in this State or not, for an order to arbitrate a controversy which is an issue involved in an action or proceeding pending before a court of this State and such application is undetermined, the court in which such action or proceeding is pending shall, upon motion of a party to such action or proceeding, stay the action or proceeding until the application for an order to arbitrate is determined and, if arbitration of such controversy is ordered, until an arbitration is had in accordance with the order to arbitrate or until such earlier time as the court specifies.
>
> If the issue which is the controversy subject to arbitration is severable, the stay may be with respect to that issue only.

The court will grant the motion to compel as to the First through Seventh Causes of Action and stay the proceedings in this court with respect to the Eighth Cause of Action pending the conclusion of the arbitration.

TENTATIVE RULING #2:

1. **PLAINTIFF'S REQUEST FOR JUDICIAL NOTICE IS GRANTED.**
2. **DEFENDANT'S MOTION TO COMPEL ARBITRATION IS GRANTED AS TO THE FIRST, SECOND, THIRD, FOURTH, FIFTH AND SIXTH CAUSES OF ACTION. THE MATTER IS STAYED WITH RESPECT TO THE EIGHTH CAUSE OF ACTION UNTIL THE CONCLUSION OF THE ARBITRATION.**

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

3. 23CV1379 GONZALEZ v. GENERAL MOTORS, LLC

Motion to Compel Compliance with Court's Order

This matter was continued from the hearing of March 29, 2024. On May 3, 2024, Plaintiff's counsel filed a Declaration updating the court, that declares that: "To date, Defendant has neither provided further supplemental responses or the corresponding documents, nor has GM paid the $4,500.00 in sanctions, per the June 30, 2023 Discovery Order." Defendant's latest statement on this issue is contained in its March 18, 2024, Memorandum of Points and Authorities in Opposition to Plaintiff's Motion to Compel at p. 3, where Defendant represents to the court that it "is in full compliance with this Court's Order."

This fourth hearing on the same Request for Production of Documents discovery request, concerns the second motion to compel filed by Plaintiff seeking compliance with the court's June 30, 2023, Order, and requests enforcement of existing monetary sanctions and the award of additional monetary sanctions. Specifically, Plaintiff asserts that:

1) Defendant has not fully complied with the court's order granting the prior motion to compel in its supplemental response and has not responded to Plaintiff's meet and confer efforts.
   a) Defendant's response was not Code-complaint because it failed to specify whether documents that were not produced never existed, have been destroyed, lost, misplaced, or stolen, or have never been, or are no longer, in the possession, custody, or control of Defendant. (Code of Civil Procedure § 2031.230)
   b) Defendant's response does not contain any of the requested engineering emails or engineering work orders.
   c) Defendant's response includes lists of documents without including the listed documents (engineering work orders; problem, resolution and tracking system documents, safety investigation listings)
   d) Provided Technical Service Bulletins do not include the engineering emails, engineering memos or failure rate charts that led to the creation of the Technical Service Bulletins.
   e) Defendant's responses included root cause analysis documents that did not pertain to defects alleged by Plaintiff.
   f) Root cause analysis documents for defects alleged by Plaintiff (blue infotainment screen after shifting to reverse, PRTS Issue No. 2042396 re: engine chirp noise) did not include engineering emails to show data that was used by engineers to compile the root cause analysis memos.
2) Following the hearings held on May 19, 2023, and June 30, 2023, the court ordered Defendant to pay sanctions in the amount of $4,500, and those sanctions have not yet been paid.

3) Plaintiff requests additional monetary sanctions in the amount of $4,169.40 to reimburse the costs of drafting the August 28, 2023, meet and confer letter, this motion, the Reply to Defendant's Opposition and the cost of attending the hearing on the motion.

Defendant's supplemental responses to Request for Production No. 16, 19, 20, 21, 22, 25, 26, 27, 39, 51, dated July 31, 2023, indicates that all responsive documents in Defendant's control have been produced. Plaintiff's August 28, 2023, response to that supplemental production conceded that the supplemental response had fully satisfied the Request for Production No. 51.

To quote Plaintiff's August 28, 2023, letter:

> However, the remaining supplemental responses are still not Code-compliant and the document production is incomplete. Specifically, every one of GM's Court-ordered supplemental responses to Request Nos. 16, 19, 20, 21, 22, 25, 26, 27, and 39 state that "GM has complied in whole," yet qualifies this statement by listing bates-stamped documents. A statement that a party "complied in whole" is meant to be just that – that the party complied in whole, with full and complete production of documents – without any sort of limit to just the listed documents.
>
> The category nos. 16, 19, 20, 21, 22, 25, 26, 27, and 39 all pertain to internal investigation and root cause analysis documents re. Plaintiff's specific symptoms detailed in his definitions for the subject "Electrical Defect" and "Powertrain Defect" in 2019 GMC Sierra 1500 vehicles.
>
> Although GM provided individual TSBs, none of those TSBs included any engineering emails, engineering memos, or failure rate charts that led to the creation of said TSBs.
>
> GM did provide some internal investigation and root cause analysis documents. However, the root cause analysis memos re. the center stack module, root cause analysis memo re. cannot synch contacts, PRTS Issue No. 1997408 re. PCV has a hose causing SES light to set, root cause analysis re. underhood harness chafe, root cause analysis re. engine wire harness chafing, root cause analysis re. power steering 100kph level fix assist, root cause analysis re. loss of steering assist, and PRTS Issue No. 2076388 re. idler gear walked during GMW17104 test, do not appear to apply to either one of Plaintiff's subject defects.
>
> As for root cause analysis memo re. a blue infotainment screen after shifting to reverse, and PRTS Issue No. 2042396 re. engine chirp noise, that do apply to the described symptoms of the subject defects, no engineering emails were provided to show the data that was used by the engineers to compile the internal investigation documents or root cause analysis memo. For example, the root cause analysis memo re. a blue infotainment screen after shifting to reverse, identifies the following individuals as "Executive Chief Engineers," Richard Spina, Josh Tavel, and Brandon Vivian. Nevertheless, GM failed to produce any emails or other documents detailing how these individuals came to the

"resolution" reflected in the root cause analysis document. As such, GM's supplemental document production still does not contain any of the requested, Court ordered engineering emails.

Additionally, GM had decided to include mere lists of "Engineering Work Orders," however failed to attach any of the actual work orders, which would be considered internal investigation documents.

GM also produced lists of documents such as "Problem, Resolution, and Tracking System" and "Safety Investigation Listings," but none of the actual listed documents.

In its Opposition to Plaintiff's first motion to compel the Defendant submitted irrelevant "authorities" from 2014 and 2017 Superior Court trial court proceedings in other jurisdictions. Declaration of Cameron Major dated May 5, 2023 ("Major Declaration"), Exhibit B. Defendant further attempted to support its arguments before this court with the five-year-old Declaration of Huizehn Lu, dated October 25th, 2018, addressing matters irrelevant to this case.[4] Major Declaration, Exhibit C. Defendant asserted objections to the discovery request based on confidentiality after failing to respond to Plaintiff's offer of a protective order. Declaration of Alessandro Manno, dated March 28, 2023, Exhibit 21-22. Defendant resisted compliance with discovery by arguing burdensomeness without any attempt to meet the clear requirement of articulating the asserted burden. *See,* W. Pico Furniture Co. of Los Angeles v. Superior Ct. In & For Los Angeles Cnty., 56 Cal. 2d 407 (1961); Deyo v. Kilbourne, 84 Cal.App.3d 771, 788-789; Coriell v. Superior Court, 39 Cal.App.3d 487, 492-493 (1974); Columbia Broadcast Sys. Inc. v. Superior Court, 263 Cal.App.2d 12, 19 (1968). Defendant asserted trade secret protections but failed to make any attempt to meet its burden to provide any information which would allow the court to consider its trade secret arguments. Agric. Lab Rels. Bd. V. Richard A. Glass Co., 175 Cal.App.3d 703 (1985); Bridgestone/Firestone, Inc. v. Superior Court, 7 Cal.App.4th 1384, 1393 (1992).

Defendant asserted that it could not ascertain the meaning of certain terms with respect to all but one of the disputed Requests (Requests Nos. 16 ["concerning", "internal analysis", "investigation", "powertrain defect"], 19 ["concerning", "customer complaints", "claims", "reported failures", "warranty claims", "related to", "electrical defect"], 20 ["concerning", "failure rates", "electrical defect"], 21 ["concerning", "relating to", "fixes", "electrical defect"], 22 ["concerning", "internal analysis", "investigation", "powertrain defect"], 25 ["concerning", "customer complaints", "claims", "reported failures", "warranty claims", "related to", "powertrain defect"], and 26 ["concerning", "failure rates", "electrical defect"], 27["concerning",

[4] This is not the only case before this court for which the inapplicable Lu Declaration has been recycled in support of Defendant's objections to discovery requests related to Song-Beverly Act claims.

"relating to", "fixes", "powertrain defect"]). However, Defendant failed to seek clarification of any of these terms through a meet and confer process.

Defendant has accused the Plaintiff of "attempting to abuse the discovery process . . . with no other objective than to extort a higher settlement by obtaining higher attorneys' fees". Defendant's May 8, 2023, Memorandum of Points and Authorities in Opposition to Plaintiff's Motion to Compel at p. 6. Defendant represents Plaintiff's attempt to achieve discovery responses as "abusive", "disingenuous", "unwarranted", "misleading and false", "completely groundless" and a "bad faith discovery tactic." Defendant's March 18, 2024, Memorandum of Points and Authorities in Opposition to Plaintiff's Motion to Compel at pp. 2-5. Defendant has additionally accused the Plaintiff of failing to meet in confer in good faith.

In its tentative ruling dated May 19, 2023, the court clearly indicated its expectation that the parties make an effort to meet and confer in resolving this discovery dispute. On August 28, 2023, Plaintiff sent a meet and confer letter to Defendant raising the issues listed in this motion with respect to Defendant's supplemental responses. Plaintiff states that Defendant never responded to that letter. Defendant represents to this court that it did respond to Plaintiff's meet and confer letter on September 2, 2023, but provides no evidence that it did so, other than a reference in Defendant's supporting Declaration of Xylon Quezada, dated March 18, 2024 that cites Exhibit 4 to the Plaintiff's Declaration of Alessandro Manno, dated February 7, 2024, which exhibit does not exist.

Defendant now takes issue, in boldface, italics text, with the fact that Plaintiff has brought this subsequent motion "***almost six months later,"*** with no apparent acknowledgement that it is Defendant who has required the filing of this subsequent motion by its refusal to comply with the court's prior Order, among other things, to pay sanctions that were awarded ***almost a year ago***. And yet Defendant represents to the court that it "is in full compliance with this Court's Order." Defendant's March 18, 2024, Memorandum of Points and Authorities in Opposition to Plaintiff's Motion to Compel at p. 3.

<u>Code of Civil Procedure § 2031.320 Sanctions</u>

With respect to a discovery request for production of documents, Code of Civil Procedure §2031.320 provides, in part:

> (b) Except as provided in subdivision (d), the court shall impose a monetary sanction under Chapter 7 (commencing with Section 2023.010) against any party, person, or attorney who unsuccessfully makes or opposes a motion to compel compliance with a demand, unless it finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust.

> (c) Except as provided in subdivision (d), if a party then fails to obey an order compelling inspection, copying, testing, or sampling, the court may make those orders that are just, including the imposition of an issue sanction, an evidence sanction, or a terminating sanction under Chapter 7 (commencing with Section 2023.010). In lieu of or in addition to that sanction, the court may impose a monetary sanction under Chapter 7 (commencing with Section 2023.010).

Code of Civil Procedure §2023.010 Sanctions

At the hearing of June 30, 2023, the court imposed discovery sanctions in the amount of $4,500. Defendant was required to pay this sanction amount to Plaintiff no later than July 31, 2023. Defendant has not complied with that court Order.

Failure to comply with a court Order is a misuse of discovery under Code of Civil Procedure § 2023.010(g), as is failing to respond to or submit to an authorized method of discovery and unsuccessfully opposing, without substantial justification, a motion to compel discovery. Code of Civil Procedure § 2023.010(d); § 2023.010(h). The court finds that Defendant has engaged in misuse of discovery under each of these sections.

Code of Civil Procedure § 2023.030(a) authorizes the court to impose sanctions for misuse of discovery, including imposing sanctions "on one unsuccessfully asserting that another has engaged in the misuse of the discovery process, or on any attorney who advised that assertion, or on both." The statute mandates imposition of such sanctions unless it finds circumstances that would make the imposition of the sanction unjust.

Code of Civil Procedure §177.5 Sanctions

At the hearing on March 29, 2024, the court, on its own motion, noticed a hearing under Code of Civil Procedure § 177.5. That section provides:

> A judicial officer shall have the power to impose reasonable money sanctions, not to exceed fifteen hundred dollars ($1,500), notwithstanding any other provision of law, payable to the court, for any violation of a lawful court order by a person, done without good cause or substantial justification. This power shall not apply to advocacy of counsel before the court. For the purposes of this section, the term "person" includes a witness, a party, a party's attorney, or both.
>
> Sanctions pursuant to this section shall not be imposed except on notice contained in a party's moving or responding papers; or on the court's own motion, after notice and opportunity to be heard. An order imposing sanctions shall be in writing and shall recite in detail the conduct or circumstances justifying the order.

TENTATIVE RULING #3:

(1) PLAINTIFF'S MOTION TO COMPEL COMPLIANCE WITH THE COURT'S JUNE 30, 2023, ORDER IS GRANTED.
(2) PLAINTIFF'S REQUEST FOR ADDITIONAL MONETARY SANCTIONS IN THE AMOUNT OF $4,169.40 IS GRANTED.
(3) DEFENDANT IS ORDERED TO PRODUCE VERIFIED, CODE-COMPLIANT RESPONSES TO REQUEST FOR PRODUCTION, SET ONE, NOS. 16, 19, 20, 21, 22, 25, 26 AND 27 AND PAY $9,019.40 OF COURT-ORDERED SANCTIONS WITHIN TEN (10) CALENDAR DAYS OF THE DATE OF THIS ORDER.
(4) DEFENDANT SHALL PAY TO THE COURT $1,500 IN SANCTIONS FOR VIOLATION OF A LAWFUL COURT ORDER PURSUANT TO CODE OF CIVIL PROCEDURE § 177.5.
(5) A REVIEW HEARING IS SET FOR 8:35 A.M. ON FRIDAY, MAY 31, 2024, TO DETERMINE WHETHER DEFENDANT HAS COMPLIED WITH THE COURT'S ORDERS, AND IF NOT, WHETHER ADDITIONAL SANCTIONS SHOULD BE IMPOSED PURSUANT TO CODE OF CIVIL PROCEDURE § 2031.320(C) AND THE AUTHORITY ARTICULATED IN DOPPES V. BENTLEY MOTORS, INC., 174 CAL.APP.4TH 967, 992- 996 (2009).

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

4. 24CV0580 PEOPLE OF THE STATE OF CALIFORNIA v. KUMAR

Claim Opposing Forfeiture

Claimant Kumar opposes forfeiture of $22,165.00 in U.S. currency. Claimant filed a verified claim of interest in the funds on March 27, 2024.

The funds were seized on May 29, 2023 pursuant to Health & Safety Code § 11470(f) as a thing of value furnished or intended to be furnished by any person in exchange for a controlled substance, or was a proceed traceable to such an exchange, or was used or intended to be used to facilitate a violation of Penal Code section 182, or a violation of Health and Safety Code section 11351, 11351.5, 11352, 11355, 11359, 11360, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, 11382, 11383, or a felony violation of section 11366.8, insofar as the offense involves manufacture, sale, possession for sale, offer for sale, offer to manufacture, or conspiracy to commit at least one of those offenses.

Proof of publication of the Property Notice of Seizure and Notice of Intended Forfeiture was filed on May 2, 2024.

Proof of Service of the Petition for Forfeiture was served by mail on April 11, 2024.

TENTATIVE RULING #4: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, MAY 10, 2024, IN DEPARTMENT NINE.

PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

5. 23CV0255 THE BEST SERVICE CO., INC. v. GREGORY

Claim of Exemption Hearing

The Writ of Execution in this case indicates a judgment amount of $22,354.13. The judgment debtor filed a Claim of Exemption indicating gross monthly pay of $4,000, take home pay of $1,600 and monthly expenses of $3,850 for the judgment debtor and a child.

The judgment creditor takes issue with the claim of exemption because:

1. Section 2 of the Financial Statement, the section showing deductions for state and federal taxes, is not completely filled out.
2. "Judgment Debtor claim[s] her take-home pay is $ 1,600, however, she does not show where those funds are going."
3. 3. Section 4 of the Financial Statement (b) (food and household supplies, $900), (d) (clothing, $100), & (I) (transportation and auto expenses, $500) are excessive.

The judgment creditor indicates that it will accept $ 137.00 per pay period.

The judgment creditor further indicated that it will not appear at the hearing and submits the issue on the papers filed with the court.

TENTATIVE RULING #5: APPEARANCE OF THE JUDGMENT CREDITOR IS REQUIRED AT 8:30 A.M. ON FRIDAY, MAY 10, 2024, IN DEPARTMENT NINE.

PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

6. PC20200294 ALL ABOUT EQUINE ANIMAL RESCUE v. BYRD

Motion for Judgment on the Pleadings
OSC re Sanctions

TENTATIVE RULING #6: THIS MATTER IS CONTINUED TO 8:30 A.M. ON FRIDAY, MAY 31, 2024, IN DEPARTMENT NINE.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

7. PC20180581 HAXTON v. EL DORADO COUNTY

Motion to Compel Discovery and for Sanctions

On January 26, 2024, the County served Plaintiffs Jason A. Haxton, Jane D. Haxton, Barry L. Haxton, and Diane L. Haxton ("Plaintiffs") each with five sets of written discovery by U.S. mail, including a series of interrogatories and requests for production of documents, as well as a Request for Statement of Damages. Declaration of Andrew T. Caulfield in Support of Motion of Motion to Compel, dated April 4, 2024 ("Caufield Declaration"), ¶3.

Plaintiffs were required to serve their responses to the interrogatories and requests for production of documents by March 1, 2024. Separately, Plaintiffs were each required to serve their response to the Request for Statement of Damages within 15 days of service, or by February 15, 2024, adding five extra days for mail. Caulfield Declaration, ¶4.

As of April 4, 2024, Plaintiffs have not responded. Id., ¶5.

Defendant attempted to meet and confer with Plaintiffs by letter dated March 7, 2024, but did not receive any response. Id., ¶6; Exhibit B. Defendant sent an email on March 21, 2024, to Plaintiffs' counsel offering to confer prior to filing the motion to compel but did not receive a response. Id., ¶7. On March 27, 2024, Defendant served the ex parte application to advance the hearing date for the motion and received a response form Plaintiffs' counsel responded by email that Plaintiffs would not appear to oppose the ex parte application and representing that Plaintiffs discovery responses would be provided by April 1, 2024. Id., ¶9. No responses were provided. Id., ¶10.

Defendant represents that the cost of preparing the motion is $1,237.50, 4.5 hours at a rate of $275 per hour. Id., ¶¶12-13.

Under Code of Civil Procedure §§ 2030.290(c); 2031.300(c), monetary sanctions are only available against the party who unsuccessfully makes or opposes a motion to compel a response to interrogatories or demand for production, and in this case, Plaintiffs did not oppose the motion. However, monetary sanctions are available under Code of Civil Procedure § 2023.030(a) for misuse of discovery, which includes "failing to respond or to submit to an authorized method of discovery." Code of Civil Procedure § 2023.010(d).

TENTATIVE RULING #7: DEFENDANT'S MOTION TO COMPEL DISCOVERY RESPONSES IS GRANTED. PLAINTIFFS SHALL SERVE VERIFIED RESPONSES TO DEFENDANT'S DISCOVERY REQUESTS WITHIN FIFTEEN DAYS OF THIS ORDER. DEFENDANTS ARE AWARDED SANCTIONS IN THE AMOUNT OF $1,237.50, WHICH SHALL BE PAID TO DEFENDANT WITHIN FIFTEEN DAYS OF THIS ORDER.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

8. 24CV0212 NAME CHANGE OF ROGERS

Petition for Name Change

Petitioner filed a Petition for Change of Name on February 2, 2024.

Proof of publication was filed on March 29, 2024**,** as required by Code of Civil Procedure § 1277(a).

A background check has been filed with the court as required by Code of Civil Procedure § 1279.5(f).

TENTATIVE RULING #8: ABSENT OBJECTION, THE PETITION IS GRANTED AS REQUESTED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.