

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, December 3, 2025 3:00 p.m.
Courtroom 17 – Hon. Jane Gaskell
3035 Cleveland Avenue, Santa Rosa**

PLEASE NOTE: In accordance with the Order of the Presiding Judge, a party or representative of a party may appear in Department 17 in person or remotely by Zoom, a web conferencing platform.

CourtCall is not permitted for this calendar.

If the tentative ruling is accepted, no appearance is necessary via Zoom unless otherwise indicated.

TO JOIN D17 ZOOM ONLINE:

Meeting ID: 161 126 4123

Passcode: 062178

<https://sonomacourt-org.zoomgov.com/j/1611264123>

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+1 669 254 5252

The following tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument as to any motion, **YOU MUST NOTIFY** Judge Gaskell's Judicial Assistant by telephone at **(707) 521-6723**, and all other opposing parties of your intent to appear, and **whether that appearance is in person or via Zoom**, by **4:00 p.m. the court day immediately preceding the day of the hearing.**

1. 24CV01059, Doe v. Martinez

Plaintiff John Doe's ("Plaintiff") motion to compel Defendant/Cross-Defendant Andrew Martinez ("Martinez") to appear for his deposition is **GRANTED**. Martinez shall appear for his deposition within 15 days of service of notice of this Court's order on the motion and may invoke any applicable privilege to specific questions at his deposition. Sanctions are awarded in the amount of \$810.00 against Martinez.

PROCEDURAL HISTORY

Plaintiff is a developmentally disabled individual needing 24-hour-care, who alleges that Defendant Martinez physically and sexually assaulted him in 2022 while Martinez was employed by Defendant Becoming Independent to act as Plaintiff's caretaker. (Motion, 3:3-6.) Plaintiff, through his guardian ad litem, commenced this action alleging sexual battery, negligence, negligent hiring supervision and retention, intentional and negligent infliction of emotional distress. (*Id.* at 3:7-9.) Martinez filed an Answer to Plaintiff's Complaint and the Court set trial in this matter for January 9, 2026. (*Id.* at 3:9-10.)

The Court notes that, although no criminal charges were ever filed against Martinez, there is an open criminal investigation pending. (Boskovich Decl., ¶ 3.)

Since September, Plaintiff's counsel has tried to obtain an agreed-upon date for Martinez's deposition. (Motion, 3:12-13.) Martinez's counsel refuses to provide any dates and objects to the whole deposition on the basis that his privilege against self-incrimination protects him. (*Id.* at 3:13-16; Boskovich Decl., Exhibit 1.) Martinez's counsel indicated that Martinez would be invoking his Fifth Amendment privilege in response to every single question except for his name at the deposition and that no video recording would be permitted. (*Ibid.*)

As a result, Plaintiff set Martinez's deposition for October 7, 2025, per the Amended Notice of Deposition served September 22, 2025. (Motion, 3:16-18; Boskovich Decl., Exhibit 2.) Defendant served a written objection a few days later indicating he would not appear for the deposition on the same grounds stated above, and he did not suggest any other alternative date on which he would be willing to appear. (Boskovich Decl., Exhibit 3.) Nonetheless, the deposition took place on October 7, 2025, and though Martinez's counsel appeared at the deposition, Martinez failed to appear. (Motion, 3:19-20.) Martinez's non-appearance was noted on the record and a certificate of non-appearance was issued. (Boskovich, ¶ 5, Exhibit 4.)

Plaintiff now moves to compel Martinez to appear at his deposition and for sanctions pursuant to California Code of Civil Procedure ("C.C.P."). (Motion, 1:23-28, 2:1.) Martinez filed an Opposition, to which Plaintiff submitted a Reply brief.

ANALYSIS

Legal Standard

I. Motion to Compel Deposition

Per C.C.P. section 2025.450(a), "if, after service of a deposition notice, a party to the action or an officer, director, managing agent, or employee of a party, or a person designated by an organization that is a party under Section 2025.230, without having served a valid objection under Section 2025.410, fails to appear for examination, or to proceed with it, or to produce for inspection any document, electronically stored information, or tangible thing described in the deposition notice, the party giving the notice may move for an order compelling the deponent's attendance and testimony, and the production for inspection of any document, electronically stored information, or tangible thing described in the deposition notice."

On non-appearance of a deponent, the moving party shall attempt to meet and confer in good faith regarding the non-appearance and file a declaration with the motion to compel deposition stating that the moving party made an inquiry to the deponent as to the nonappearance. (C.C.P. § 2025.450(b)(2); *Leko v. Cornerstone Building Inspection Service* (2001) 86 Cal.App.4th 1109, 1124.)

If a court grants a motion to compel deposition under C.C.P. section 2025.450(a), the court shall impose a monetary sanction in favor of the party who noticed the deposition and against the deponent or the party with whom the deponent is affiliated, unless the court finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust. (C.C.P. § 2025.450(g)(1).)

Plaintiff's Motion to Compel Deposition

Plaintiff cites *Fuller v. Superior Court* (2001) 87 Cal.App.4th 299 (“*Fuller*”), in which case shoppers, who were beaten by security guards, sued for various torts and the guards invoked their privilege against self-incrimination in a motion for protective order regarding their depositions due to ongoing FBI investigations against them. (*Fuller*, supra, at pp. 301-304.) The Court of Appeals held that the security guards could not invoke a blanket privilege against self-incrimination with respect to their whole depositions. (*Id.* at p. 308.) Instead, the guards’ depositions would be allowed to proceed and the guards would need to interpose appropriate objections to specific questions. (*Ibid.*) This in turn then allows the trial court to rule on the validity of their invocation of the privilege with respect those specific questions and fashion whatever protective order the trial court deemed reasonable to balance the interests of the parties and the judicial system. (*Ibid.*)

Based on the *Fuller* holding, Plaintiff moves to compel Martinez’s deposition per C.C.P. section 2025.250(a) arguing that Martinez refused to appear at his duly noticed deposition without any substantial justification or lawful basis to support his objection to the whole deposition based on his Fifth Amendment privilege. (Motion, 5:11-23.)

Plaintiff requests sanctions in the amount of \$810.00 incurred in fees and costs to bring this motion. (*Id.* at 5:10-23.) The amount includes Plaintiff’s counsel’s 3 hours of work preparing the motion to compel at a rate of \$250.00 and filing fees of \$60.00. (Boskovich Decl., ¶ 6.)

Martinez’s Opposition

Martinez relies on the case *Hoffman v. United States* (1951) 341 U.S. 479 (“*Hoffman*”). In *Hoffman*, the Supreme Court of the United States held that the privilege against self-incrimination “not only extends to answers that would in themselves support a conviction under a federal criminal statute but likewise embraces those which would furnish a link in the chain of evidence needed to prosecute the claimant for a federal crime.” (*Hoffman*, supra, at p. 486.) Martinez argues that the “link in a chain” doctrine under *Hoffman* gives the Fifth Amendment privilege against self-incrimination a wide enough reach to encompass all of the topic areas relating to a criminal offense, including whether the claimant of the privilege has reasonable cause to be apprehend a danger from directly answering a question that could be used by the government in a prosecution. (Opposition, 4:3-13.)

Martinez argues that he reviewed the deposition notices and conferred with a criminal defense attorney, who opined that he has substantial justification to properly assert his Fifth Amendment privilege against every question except for answering what his name was. (Opposition, 5:3-10.) Furthermore, Martinez seeks a protective order as to the entire deposition arguing that, under C.C.P. section 2025.420(b), a court may order that a deposition not be taken if justice requires such an order to protect the deponent from “unwarranted annoyance, embarrassment, oppression, or undue burden or expense.” (*Id.* at 5:18-27.) Martinez argues that compelling his attendance to the deposition would be oppressive and futile because he would invoke his Fifth Amendment privilege to every single question except what his name was. (*Id.* at 6:18-28, 7:1-10.)

Should the Court deny the motion, Martinez requests sanctions against Plaintiff arguing his objections are substantially justified and that Plaintiff’s motion and request for sanctions were unsuccessful. (Opposition, 7:15-27, 8:1-9.) Martinez failed to request a certain amount in sanctions or to support the request for sanctions with a declaration.

Plaintiff’s Reply

Plaintiff re-emphasizes in the Reply that the *Fuller* holding applies and Martinez cannot avoid his deposition altogether invoking or threatening to invoke his Fifth Amendment privilege. (Reply, 1:27-28, 2:1-6.) Plaintiff also notes that Martinez holds his Fifth Amendment privilege, rather than Martinez’s counsel, so while Martinez’s counsel has represented that Martinez intends to invoke the privilege, Martinez has not actually invoked the privilege yet. (*Id.* at 2:17-22.)

Application

The Court finds that Plaintiff’s motion to compel is warranted for several reasons.

First, the Supreme Court of the United States held in *Hoffman* that the privilege against self-incrimination extends both to answers that would support a conviction under a federal criminal statute and answers which would furnish a link in the chain of evidence needed to prosecute the claimant for a federal crime. Here, Martinez has not submitted any evidence or argued that he is currently being prosecuted or investigated for a federal crime or that his answers at deposition could create a link in the chain of evidence needed to prosecute a federal crime against him. For these reasons, the Court does not find that *Hoffman* applies to the facts in this matter.

Second, the Court of Appeal’s holding in *Fuller* is mandatory for the Court to follow here. Under *Fuller*, Martinez cannot invoke a blanket privilege in order to avoid appearing at his deposition altogether. *Fuller* requires Martinez’s deposition to take place at which point Martinez can invoke his Fifth Amendment privilege to specific questions. Though Martinez seeks a protective order to prevent the deposition from taking place, the request is only made on the grounds that he would invoke his Fifth

Amendment privilege to every single question. Martinez's request is not sufficiently supported by arguments that the Court should consider the validity of that invoked privilege as to specific questions and decide what protective order would balance the interests of the parties.

Finally, Martinez's counsel states that a criminal defense attorney advised him to invoke the Fifth Amendment privilege against every single question to the deposition except as to Martinez's name. However, the criminal defense attorney has not been identified and has not submitted any declaration to support Martinez's opposition or provide any legal authority for the Court's consideration.

For these reasons, the Court will grant Plaintiff's motion and award sanctions as requested against Martinez because he failed to offer substantial justification for his blanket objection against attending his deposition.

CONCLUSION

Plaintiff's motion is **GRANTED**. Martinez shall appear for deposition within 15 days of service of notice of this Court's order. Plaintiff shall submit a written order to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

2. 24CV06233, Umpqua Bank v. Kovacs

Counsel Ryan F. Thomas' unopposed motion to be relieved as counsel for Defendant Sonoma Fit LLC is **GRANTED**, per Code of Civil Procedure section 284(2).

Counsel Thomas of Anderson Zeigler, APC declares that on September 4, 2025, the Family Law Division of the Sonoma County Superior Court transferred full (temporary) control of Sonoma Fit, LLC to Adam Kovacs, which resulted in a breakdown of the attorney client relationship. (Motion, ¶ 3; Counsel Decl., ¶ 2) Counsel timely and properly served the parties and Adam Kovacs on behalf of the client, Sonoma Fit LLC, with the moving papers. (See Proof of Service dated October 7, 2025.) The next hearing set in this matter is a Case Management Conference set for February 11, 2026.

Plaintiff filed a Notice of Automatic Stay on October 16, 2025, due to bankruptcy pending only against Defendant Jennifer Lynn Kovacs. The filing of a voluntary chapter 7 bankruptcy petition operates as a stay to protect a debtor from various collection efforts in a judicial action or proceeding. (11 U.S.C.A § 362(a)(1).) As a general rule, the automatic stay protects only the debtor. (*Higgins v. Superior Court* (2017) 15 Cal.App.5th 973, 980.) Thus, the bankruptcy of one defendant in a multi-defendant case does not stay the case as to the remaining defendants. (*Ibid.*) As such, Defendant Jennifer Kovacs' bankruptcy does not stay this matter as to Defendant Sonoma Fit, LLC, and the Court may grant Counsel's unopposed motion to be relieved as counsel. Unless oral argument is requested, the Court will sign the proposed order submitted with the motion.

3. 24CV07206, Woods v. A.V.C.H., Inc.

Defendant A.V.C.H., Inc. (“Defendant”) petitions to: (1) compel arbitration on Plaintiff Simone Woods’ (“Plaintiff”) individual Labor Code claims; (2) dismiss Plaintiff’s alleged class claims; and (3) stay the matter pending resolution of the individual arbitration. The motion is **GRANTED**, pursuant to Code of Civil Procedure (“C.C.P.”) section 1281.4.

PROCEDURAL HISTORY

Plaintiff commenced this wage-and-hour class action against Defendant, her former employer, claiming alleged Labor Code and Business & Professions Code violations. (Memorandum of Points and Authorities [“MPA”], 2:23-28, 3:1-3.)

At the start of Plaintiff’s employment, she signed an Arbitration Agreement with a class and collective claims waiver and a provision to arbitrate any claim, dispute, and/or controversy between her and Defendant, including claims for violation of any claims for wages or other compensation due and any claims for violation of federal, state, or other governmental law. (MPA, 2:3-21; Relota Decl., Exhibit A, pp. XV-XX.) The Arbitration Agreement also indicated that sexual harassment and assault claims would not be subject to it. (*Ibid.*)

Based on the Arbitration Agreement, Defendant indicated to Plaintiff’s counsel that Plaintiff would need to submit her claims to arbitration because she signed a valid and enforceable agreement to arbitrate. (MPA, 3:5-7.) Plaintiff refused to submit her claims to arbitration and the parties’ positions were expressed to the Court at their initial Case Management Conference, so Defendant filed this petition to compel arbitration. (*Id.* at 3:7-10.) Plaintiff opposed the motion, and Defendant filed a brief in reply to the opposition.

REQUEST FOR JUDICIAL NOTICE

The court must take judicial notice of any matter requested by a party, so long as it complies with the requirements under C.C.P. § 452. (C.C.P. § 453.) The Court may take judicial notice of “facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy.” (C.C.P. § 452(h).) However, while courts may take notice of public records, they may not take notice of the truth of their contents. (*Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375.)

Subject to the above limitations, the Court **GRANTS** Defendant’s request for judicial notice of JAMS Employment Arbitration Rules & Procedures effective June 1, 2021.

ANALYSIS

The FAA

The FAA applies to any “contract evidencing a transaction involving commerce” which contains an arbitration clause. (9 U.S.C. § 2.) The FAA favors the enforcement of arbitration agreements affecting interstate commerce. (*Cronus Investments, Inc. v. Concierge Services* (2005) 35 Cal.4th 376, 380.) When it applies, the FAA preempts state laws that purport to create alternative grounds for confirming or vacating arbitration awards. (*C.T. Shipping, Ltd. v. DMI (USA) Ltd.* (S.D.N.Y. 1991) 774 F.Supp. 146, 148-149.)

The Arbitration Agreement expressly states that Defendant “is engaged in interstate commerce; thus, interpretation and enforcement of this Agreement shall be governed by the substantive provisions of the Federal Arbitration Act.” (Relota Decl., Exhibit, p. XX.) The Agreement is subject to the FAA.

Arbitration in California

Generally, California has a strong public policy in favor of arbitration; any doubts regarding the arbitrability of a dispute are resolved in favor of arbitration. (*Howard v. Goldbloom* (2018) 30 Cal.App.5th 659, 663.) C.C.P. section 1280 et seq. governs arbitration in California. Sections 1281.2 and 1281.4 allow a party to move to compel arbitration per an arbitration agreement, and to stay legal proceedings pending the arbitration’s conclusion.

A party seeking to compel arbitration pursuant to C.C.P. section 1281.2 must “plead and prove a prior demand for arbitration under the parties’ arbitration agreement and a refusal to arbitrate under the agreement.” (*Mansouri v. Sup. Ct.* (2010) 181 Cal.App.4th 633, 640-641.) The petitioner must also prove by a preponderance of evidence that the arbitration agreement exists and that the dispute is covered by the agreement. (*Cruise v. Kroger Co.* (2015) 233 Cal.App.4th 390, 396-397, 399-400.) The petitioner can satisfy this burden by alleging the existence of an arbitration agreement and setting it forth verbatim or attaching a signed copy of it even if the signing party does not recall the agreement. (*Condee v. Longwood Management Corp.* (2001) 88 Cal.App.4th 215, 218–19.) If the petitioner satisfies this burden, the opposing party must prove a defense to its enforceability, such as unconscionability or waiver. (*Ibid.*)

Here, Defendant presented the signed, written Arbitration Agreement and also stated in the motion that Plaintiff refused to submit her claims to arbitration per the Arbitration Agreement when requested by Defendant. As such, the parties’ Arbitration Agreement is subject to California law regarding arbitration.

Authenticity of Signature

As a rule, the validity of the signature in an arbitration agreement is a foundational fact when compelling arbitration and the petitioner bears the burden of proving the authenticity. (*Ruiz v. Moss Bros. Auto Group, Inc.* (2014) 232 Cal.App.4th 836, 842-843, 836.)

Here, there is no question or dispute as to the authenticity of Plaintiff's signature on the Arbitration Agreement because Plaintiff voluntarily signed it when starting her employment with Defendant. (MPA, 4:12-24.)

Assent to Arbitration

Generally, "one who signs an instrument which on its face is a contract is deemed to assent to all its terms...a party cannot avoid the terms of a contract on the ground that he or she failed to read it before signing." (*Marin Storage & Trucking, Inc. v. Benco Contracting & Eng'g, Inc.* (2001) 89 Cal.App.4th 1042, 1049.)

As stated above, Plaintiff voluntarily executed the Arbitration Agreement herself when beginning her employment with Defendant. As such, the Court finds that Plaintiff assented to arbitration through her signature.

Unconscionability

Whether an arbitration agreement is unconscionable depends on circumstances. (*Abramson v. Juniper Networks, Inc.* (2004) 115 Cal.App.4th 638, 655.) Both procedural and substantive unconscionability must be present for a court to refuse to enforce an arbitration provision based on unconscionability, but the more substantively oppressive the agreement is, the less evidence is required of procedural unconscionability. (*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal. 4th 83, 114.)

Substantive Unconscionability

Plaintiff argues that the Arbitration Agreement is substantively unconscionable because the language is so broad in the scope of claims covered by it that it does not limit the claims. (Opposition, 4:18-27, 5:11-23.) Plaintiff also argues that the Arbitration Agreement violates the Ending Forced Arbitration of Sexual Harassment and Sexual Assault Act ("EFAA") because it bars any claims which otherwise must be arbitrated from being joined with sexual harassment and sexual assault claims litigated in court. (*Id.* at 5:1-5.)

Defendant argues that the Arbitration Agreement is not substantively unconscionable because it is mutual between the two parties. (MPA, 6:19-27.) Defendant also argues in both the Motion and the Reply that the Arbitration Agreement is not overly broad in scope because it limits and defines which individuals and entities are covered under it, and because it does not include sexual assault claims. (Motion, pp. 6-10; Reply, pp. 3-6.)

The Court does not find that the Arbitration Agreement is unlimited and infinite in scope such that it would lead to outrageous results. It clearly defines what categories of claims are covered and not covered. The Court determines that the Arbitration Agreement is not substantively unconscionable.

Procedural Unconscionability

Plaintiff also argues that the Arbitration Agreement is procedurally unconscionable because it is a “take-it-or-leave-it” type of employment agreement contract of adhesion, which was drafted by a party of superior bargaining strength. (Opposition, pp. 2-4.)

Defendant argues that the Arbitration Agreement is not procedurally unconscionable because it provides for a neutral arbitrator or adjudicator, adequate discovery, a written award, all of the remedies otherwise available in court, and does not require the employee to pay unreasonable forum costs. (Motion, pp. 10-13.)

Based on the parties’ arguments, the Court does not find that the Arbitration Agreement rises to the level of being procedurally unconscionable, because it was voluntary, mutual, and Plaintiff had sufficient time to review it and ask questions about it prior to signing it.

Request to Stay Action

Per C.C.P. section 1281.4, where a court has ordered arbitration of a controversy for a claim involved in an action or proceeding pending before the court, the court shall stay the action upon motion of a party until the arbitration is completed.

As the Court finds that Defendant produced a signed, written, valid and enforceable Arbitration Agreement that the Court does not find to be unconscionable, the Court will grant the motion to compel and also stay the action pending the completion of arbitration.

CONCLUSION

Based on the foregoing, the Court **GRANTS** Defendant’s petition to compel arbitration of Plaintiff’s claims and to stay proceedings pending the arbitration. Defendant shall submit a proposed order on this motion consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

4. 25CV01264, Discover Bank v. Giberson

Defendant Cinda N. Giberson, self-represented, moves unopposed to vacate the default judgment entered against her on May 2, 2025, per Code of Civil Procedure (“C.C.P.”) sections 473 and 473.5. The unopposed motion is **GRANTED** per C.C.P. section 473(b).

FACTS & PROCEDURE

Plaintiff Discover Bank commenced this action to collect credit card debt allegedly incurred by Defendant, who defaulted by failing to make monthly payments on the credit card. (Complaint, ¶ BC-2.)

Per the Proof of Service of Summons filed March 12, 2025, Plaintiff effectuated personal service upon Defendant on March 11, 2025, via registered process server Brian Howlett who stated:

“I delivered the documents to CINDA N GIBERSON with identity confirmed by subject saying yes when named. The individual accepted service with direct delivery. The individual appeared to be a gray-haired white female contact over 65 years of age, 5’4”-5’6” tall and weighing 80-120 lbs with glasses.”

(Proof of Service of Summons, ¶ 5.a.) Defendant failed to timely file a responsive pleading, so Plaintiff requested entry of default judgment against her, which the Court entered on May 2, 2025.

Defendant now moves to vacate the default judgment, stating that the service of process was defective because Defendant never received a copy of the summons and complaint and was not aware of the pendency of the action until after the default judgment was entered. (Notice of Motion, p. 1.) Defendant sought legal advice after she learned the default was entered and is trying to retain legal counsel, but in the meantime seeks relief from the default by way of this motion.

Per Defendant’s proof of service by mail, the moving papers were delivered by USPS to Plaintiff’s counsel on July 21, 2025. However, Plaintiff did not oppose the motion. The Court now considers Defendant’s motion to vacate the default judgment.

ANALYSIS

Legal Standard

Relief from Judgment

A court may 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, but an 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.” (C.C.P. § 473(b).) Although a statement of reasons would be helpful, and may sometimes be relevant to prove the causal link between the conduct and the default, default judgment, or dismissal, a statement of reasons is not required. (*Martin Potts & Assocs., Inc. v. Corsair, LLC* (2016) 244 Cal.App.4th 432, 435.) In determining whether the mistake or inadvertence was excusable, the court considers whether a reasonably prudent person under the same or similar circumstances might have made the same error. (*Zamora v. Clayborn Contracting Group, Inc.* (2002) 28 Cal.4th 249, 258.)

Failure to Serve Process

Per C.C.P. section 473.5(a), “when service of a summons has not resulted in actual notice to a party in time to defend the action and a default or default judgment has been entered against him or her in

the action, he or she may serve and file a notice of motion to set aside the default or default judgment and for leave to defend the action.” The deadline to file a motion under this section is the earlier of the following: (1) within two years after entry of a default judgment against him or her; or (2) within 180 days after service on him or her of a written notice that the default or default judgment has been entered. (C.C.P. § 473.5.)

Defendant’s Motion

Defendant timely moves to vacate the default judgment per C.C.P. sections 473 and 473.5. (Motion, p. 1.) Defendant disputes the contract and the alleged debt claimed in the Complaint. (*Ibid.*) Defendant claims that the Plaintiff’s counsel engages in the “shady practices” of the debt buyer industry. (*Id.* at pp. 2-4.) Defendant argues that the Plaintiff failed to include a copy of the contract upon which the breach of contract claim is based and did not state a meritorious claim as to the alleged debt. (*Id.* at p. 6.) Defendant also claims that she did not learn of the action until after the default was entered though she concedes that the Proof of Service of Summons filed with the Court lists her home address. (*Id.* at pp. 4-6.)

Plaintiff did not file an Opposition and Defendant did not file a Reply brief.

Application

The Court does not find that the motion makes any satisfactory argument for relief under C.C.P. section 473.5 because Plaintiff filed an adequate Proof of Service of Summons stating personal service on Defendant was made by a registered process server and Defendant failed to argue there were any defects that appeared on the face of that Proof of Service of Summons.

However, the Court does find that relief is available to Defendant under C.C.P. section 473(b). Defendant timely filed the motion under section 473(b) for relief from the default judgment due to her own mistake, inadvertence, or excusable neglect claiming she did not learn of the action until after the default judgment was entered and did not delay in relief under this section. Defendant also submitted a proposed Answer for the Court’s consideration on November 17, 2025. As such, the Court will grant the motion under section 473(b) and order that the proposed Answer be filed and served on Plaintiff within 10 days of the Order.

CONCLUSION

The motion is **GRANTED**. Defendant shall file her proposed Answer filed in support of the motion within 10 days of this Order. Defendant shall submit a written order on this motion consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

5-12. SCV-270994, Gold County Capital, Inc. v. LIS

The Court rules as follows on Plaintiff Gurnam Sandhu’s eight unopposed discovery motions:

1. The three motions to deem Requests for Admissions, Set One, as admitted against Defendants Terry Blete (“Blete”), Robert Lis (“Lis”), and Preferred Builders Group, LLC are **GRANTED**.
2. The two motions to compel responses to Request For Production, Set One, from Defendants Blete and Lis are **GRANTED**.
3. The three motions to compel responses to Form Interrogatories, Set One, and Special Interrogatories, Set One, from Defendants Blete, Lis, and Preferred Builders Group, LLC are **GRANTED**.

Defendants shall serve objection-free, complete responses to the above discovery within 20 days of this Court’s order on the motions, except as to the Requests for Admissions which have been deemed as admitted. Plaintiff Sandhu does not request sanctions, but notes that sanctions are mandatory under Code of Civil Procedure (“C.C.P.”) sections 2033.280(c) in three of the motions. Hence, per C.C.P. section 2033.280(c), the Court shall impose mandatory sanctions for the unopposed motions to deem Requests for Admission admitted and failure to serve timely responses. As such, the Court will impose mandatory sanctions in the amount of \$100.00 per motion for a total of \$300.00 in sanctions, and will allow Plaintiff Sandhu to move separately for attorney’s fees incurred in bringing these motions.

PROCEDURAL HISTORY

Plaintiff commenced this action against Defendants Blete, Lis, and Preferred Builders Group, LLC alleging causes of action for breach of guarantee, breach of promissory note, and fraud regarding a loan for \$500,000.00 to purchase parcels and develop lots, which Plaintiff alleges Defendants failed to pay back as agreed. (See generally, Complaint.) Defendants filed an Answer via their counsel. (See Answer, filed October 12, 2022.) Defendants’ counsel later substituted out leaving Defendants as self-represented and Defendant Blete to appear on behalf of Preferred Builders Group. (See Substitution of Attorneys, filed June 13, 2024.)

Plaintiff served all Defendants with discovery requests on May 27, 2025, including Set One of Form Interrogatories, Special Interrogatories, Request for Production of Documents, and Request for Admissions. (Birring’s Eight Declarations, ¶ 2.) To date, no responses have ever been received. (Birring’s Eight Declarations, ¶¶ 5-6.)

The Court now considers eight of Plaintiff’s nine motions to compel responses from Defendants and to deem Requests for Admissions as admitted. The ninth motion to compel Defendant Preferred Builders Group, LLC’s responses to Request for Production of Documents, Set One, is set to be heard on December 10, 2025, and will be considered on that date.

Despite proper service of the moving papers, Defendants did not oppose the motions.

ANALYSIS

Request for Admissions

A party who “fails to serve a timely response” to requests for admissions waives any objection to those requests. (C.C.P. § 2033.280(a).) After a lack of response, the requesting party can move for an order “that the genuineness of any documents and the truth of any matters specified in the requests be deemed admitted.” (C.C.P. § 2033.280(b).) However, if the Court finds that the lack of response was the result of mistake, inadvertence, or excusable neglect, and that the party who obtained the admission will not be substantially prejudiced in maintaining the party’s action or defense on the merits, then the Court may permit leave to withdraw or amend an admission after notice to all parties. (C.C.P. § 2033.300(a)-(b).)

Plaintiff moves unopposed to deem Set One of Request for Admissions as admitted against them. (Three Motions to Deem as Admitted, 3:3-10.) Plaintiff notes that sanctions are mandatory per C.C.P. section 2033.280(c) where a party fails to serve a timely response, but Plaintiff does not actually request sanctions. Plaintiff’s three unopposed motions are **GRANTED**.

Request for Production of Documents

A party to whom a document demand is directed must respond to each item in the demand with an agreement to comply, a representation of inability to comply, or an objection. (C.C.P. §2031.210(a).) If the responding party fails to timely respond, the demanding party may move for an order compelling a response. (C.C.P. § 2031.300(b).)

As mentioned above, Plaintiff’s three unopposed motions to compel seek Defendants’ responses to Set One of Request for Production of Documents because Defendants failed to serve any responses. (Motions to Compel Responses to Request for Production, pp. 2-3.) The court shall impose monetary sanctions upon the party who unsuccessfully makes or opposes a motion to compel the responses. (C.C.P. § 2031.300.) However, no sanctions were requested and the Defendant did not unsuccessfully oppose this motion. Therefore, the Court will not impose sanctions for these motions.

The motion as to Defendant Preferred Builders Group, LLC is set to be heard on December 10, 2025, so it will be considered then. The Court otherwise **GRANTS** the two unopposed motions against Defendants Blete and Lis.

Interrogatories

A party who fails to serve a timely response to interrogatories absent evidence showing mistake, inadvertence, or excusable neglect, waives any right to object to the interrogatory, including objections based on privilege or work product, and the court shall impose monetary sanctions upon the party who

unsuccessfully makes or opposes a motion to compel the responses. (C.C.P. § 2030.290.) However, no sanctions were requested and the Defendant did not unsuccessfully oppose this motion. Therefore, the Court will not impose sanctions for these motions.

Plaintiff moves unopposed to compel Defendants' responses to set one of Form Interrogatories and Special Interrogatories because Defendants filed to serve any responses. (Motions to Compel Responses to Form Interrogatories Set One and Special Interrogatories Set One, pp. 2-3.) The Court **GRANTS** the three unopposed motions against Defendants.

CONCLUSION

Plaintiff's eight unopposed discovery motions are **GRANTED**. Defendants shall serve objection-free, complete responses to the above discovery within 20 days of this Court's order on the motions, except as to the Requests for Admissions which have been deemed as admitted.

As mentioned above, per C.C.P. section 2033.280(c), the Court shall impose mandatory sanctions for the unopposed motions to deem Requests for Admission admitted and failure to serve timely responses in the amount of \$100.00 per motion for a total of \$300.00 in sanctions. The Court will impose these mandatory sanctions and will allow Plaintiff Sandhu to move separately for attorney's fees incurred in bringing these motions. Plaintiff shall submit a written order on the eight motions to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

13. SCV-271254, Ramirez v. Gaither, III

Plaintiffs Hugo and Rosemarie Ramirez's ("Plaintiffs") motion for a protective order is **GRANTED** pursuant to Code of Civil procedure ("C.C.P.") section 2025.420, directing Defendant Board of Trustees of the California State University ("CSU") from engaging in obstructive behavior at CSU witnesses' depositions by use of lengthy speaking objections and instructing CSU witnesses not to answer questions on grounds other than privacy, privilege, or that a legal contention is sought.

Mandatory sanctions shall be awarded per C.C.P. section 2025.420. The Court will allow Plaintiffs to submit a further motion for fees incurred in bringing this motion pursuant to this order.

PROCEDURAL HISTORY

Plaintiffs filed this action as the surviving parents of their son, Decedent Hugo A. Ramirez ("Decedent"), who was struck and killed in a traffic collision while crossing East Cotati Avenue. (Memorandum of Points and Authorities ["MPA"], 2:9-13.) Plaintiffs assert causes of action for dangerous condition of public property against Defendants City of Rohnert Park ("the City") and against CSU. (*Id.* at 2:12-15.) As to CSU, Plaintiffs claim that the design of the Sonoma State University campus,

particularly its pedestrian infrastructure and internal landscaping/barriers, constituted a dangerous condition in the context of adjacent land uses. (*Id.* at 2:15-19.)

Plaintiffs have taken and completed the depositions of multiple witnesses affiliated with Rohnert Park and CSU without issue. (MPA, 2:20-22.) However, Plaintiffs' counsel avers that at the three most recent depositions, CSU's counsel has been disruptive on repeated instances by instructing his witness not to answer based on grounds other than privilege, privacy, or that legal contentions were being sought. Defense counsel also engaged in lengthy speaking objections, cutting his witnesses off and preventing them from fully answering questions. (*Id.* at 2:22-26, 3:1.)

Plaintiffs move for a protective order directing CSU's counsel to cease the disruptive behavior and lengthy objections. CSU filed an Opposition, to which Plaintiffs have submitted a Reply.

ANALYSIS

Legal Standard

I. Motion for Protective Order

Per C.C.P. section 2025.420, any party, any deponent, and any other affected natural person may move for a protective order before, during, or after a deposition, and a court may for good cause shown make any order that justice requires to protect any party, deponent, or other natural person or organization from unwarranted annoyance, embarrassment, oppression, or undue burden and expense. Section 2025.420(b) includes, but is not limited to, sixteen (16) directions a court may give regarding the deposition of the party moving for a protective order.

II. Deposition Objections

An objection is considered waived unless it is timely made against disclosure during the deposition on the basis of privilege or protected work product. (C.C.P. § 2025.460(a).) Likewise, any errors and irregularities of any kind that occur during an oral deposition are waived unless a specific objection to cure these issues is promptly presented and timely made during the deposition. (C.C.P. § 2025.460(b).) The types of errors and irregularities referenced include, but are not limited to, those relating to “the manner of taking the deposition, to the oath or affirmation administered, to the conduct of a party, attorney, deponent, or deposition officer, or to the form of any question or answer.” (*Ibid.*) A deposition shall proceed subject to the deponent's objection unless the deponent demands that the deposition be suspended to permit a motion for a protective order under Sections 2025.420 and 2025.470. (*Ibid.*) Finally, “any objections to the competency of the deponent, or to the relevancy, materiality, or admissibility at trial of the testimony or of the materials produced are unnecessary and are not waived by failure to make them before or during the deposition.” (C.C.P. § 2025.460(c).)

Per California’s Attorney Guidelines of Civility and Professionalism, at deposition, an attorney should treat other counsel and participants with courtesy and civility, and should not engage in conduct that would be inappropriate in the presence of a judicial officer. (State Bar of California Attorney Guidelines of Civility and Professionalism § 9(a)(3).) Furthermore, once a question is asked, an attorney should not interrupt a deposition or make an objection for the purpose of coaching a deponent or suggesting answers, should not direct a deponent to refuse to answer a question or end the deposition without a legal basis for doing so, and should refrain from self-serving speeches and speaking objections. (*Id.* at § 9(a)(6)-(8).)

III. Sanctions

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 for a protective order, 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.C.P. 2025.420(h).

Plaintiffs’ Motion for Protective Order

Plaintiffs cites *Stewart v. Colonial Western Agency, Inc.* (2001) 87 Cal.App.4th 1006, 1015 (“*Stewart*”) in which matter the Court of Appeal held that, taken as a whole, the provisions providing for objections at deposition “clearly contemplate that deponents not be prevented by counsel from answering a question unless it pertains to privileged matters or deposing counsel’s conduct has reached a stage where suspension is warranted.” Per *Stewart*, “the fact that suspension is available only where an interrogation into improper matters reveals an underlying purpose to harass, annoy, etc., indicates that witnesses are expected to endure an occasional irrelevant question without disrupting the deposition process.” (*Stewart*, *supra*, at p. 1015.)

Pursuant to *Stewart* and C.C.P. sections 2025.420 and 2025.460, Plaintiffs move for this Court to issue a protective order directing CSU’s counsel to stop instructing CSU’s witnesses not to answer on grounds other than privilege, privacy, or the seeking of legal contentions, and to stop making objections that extend beyond a simple statement of the grounds of objection. (MPA, 5:22-26.) Plaintiffs submitted excerpts from the depositions of CSU’s employees Benjamin Smith, Nicole Hendry, and Missy Brunetta which demonstrate that CSU’s counsel engaged in this conduct. (Garrett Decl., ¶¶ 3-8, Exhibits A-F.)

Plaintiffs note that, while they are not seeking sanctions, the Court is required to imposed mandatory sanctions should the protective order by unsuccessfully opposed and without substantial justification. (C.C.P. § 2025.420(h); Notice of Motion, 2:6-7.)

Opposition

CSU argues that Plaintiffs filed this motion without ever making a reasonable and good faith attempt at an informal resolution under C.C.P. sections 2025.420 and 2016.040, and failed to file a meet and confer declaration attesting to this. (Opposition, pp. 6-8.) CSU claims that because of this, Plaintiffs have misused the discovery process and should be sanctioned. (*Id.* at pp. 8-9.) Arguing the motion is procedurally deficient, CSU urges the Court not to consider the merits of the motion, or otherwise make any sort of advisory ruling regarding the motion. (*Id.* at pp. 10-12.) Finally, CSU denies that its counsel ever engaged in any improper conduct, though CSU concedes that its counsel did on multiple occasions instruct CSU's witness not to respond or coach the witness how to respond. (Opposition, pp. 4-6.)

CSU's counsel claims a total of \$12,197.50 in sanctions for 20.5 hours of time at a rate of \$595.00 per hour for time spent on this motion, Plaintiffs' related ex parte application, and time estimated to prepare for and attend oral argument in person. (Alweiss Decl., ¶ 24.)

Reply to Opposition

In the Reply, Plaintiffs argue that CSU fails to provide any legal or factual justification for its counsel's conduct, and instead discusses law related to admissibility claiming the instructions to the witnesses was necessary to protect them (Reply, pp. 1-2.) Plaintiffs points to a complete meet and confer effort that occurred in good faith on the record within the deposition itself, which was submitted as evidence with this motion. (*Id.* at pp. 5-8.) Finally, Plaintiffs affirm that the relief they seek within their motion is clear and appropriate and authorized by statute. (*Id.* at pp. 8-9.)

Application

First, the Court is not persuaded by CSU's argument that Plaintiffs failed to ever meet and confer in good faith prior to filing the motion. As detailed in Plaintiffs' Reply, Counsel Garrett told Counsel Alweiss multiple times throughout the depositions that he was being obstructionist by use of lengthy speaking objections and instructing CSU's witnesses not to answer questions and requested him to stop doing so. (Garrett Decl., Exhibits A-F.) After such repeated and unheeded attempts, Counsel Garrett stated clearly on the record during the deposition of Benjamin Smith that, "we are going to seek a protective order if you keep on behaving this way...this is just fundamentally inappropriate." (*Id.* at Exhibit A, 48:4-6.) In response to this, Counsel Alweiss stated on the record, "and I will seek sanctions of hourly billing rate, which is over \$500 an hour to recover against both you and your client for a meritless motion on that basis." Counsel Garrett attached this excerpt to his own declaration in support of this motion to show his informal efforts to resolve this issue and his statement of intention to bring a motion for protective order otherwise. For these reasons, the Court cannot conclude there was no good faith meet and confer effort by Plaintiffs prior to the filing of the motion.

Second, on review of the excerpts that Plaintiffs provided for the depositions of CSU witnesses, the Court finds that Counsel Alweiss repeatedly instructed them not to respond to deposition questions and also coached them on how they should respond to those objected questions. Counsel Alweiss also repeatedly engaged in lengthy speaking objections cutting CSU's witnesses off from answering questions. CSU admits to doing this, but attempts to justify it by arguing that certain objections were admissible or proper. While CSU is free to make any appropriate objections as necessary during deposition of its witnesses, there is law and clear professional guidelines that prohibit him from instructing or coaching CSU's witnesses during their depositions, prohibit his lengthy speaking objections, and prohibit counsel from being obstructive such that CSU's witnesses could not answer the questions they were asked.

Per C.C.P. section 2025.420(b)(5), the Court may issue a protective order that a deposition be taken only on certain specified terms and conditions. The Court will issue a protective order that future depositions be conducted on the condition that: (a) CSU's counsel cease instructing witnesses not to answer on grounds other than privilege, privacy, or the seeking of legal contentions; and (b) CSU's counsel desists from offering lengthy speaking objections. Sanctions are mandatory here per C.C.P. section 2025.420(h) because CSU unsuccessfully opposed the motion and failed to act with substantial justification in engaging in the prohibited conduct during the depositions of CSU's witnesses at issue in this motion.

CONCLUSION

Based on the foregoing, Plaintiffs motion is **GRANTED**. Mandatory sanctions shall be awarded, regarding which the Court will allow Plaintiffs to submit a motion for fees incurred in bringing this motion pursuant to this order. Plaintiffs shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).