

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, August 21, 2026, 3:00 pm
Courtroom 19 –Hon. Oscar A. Pardo
3055 Cleveland Avenue, Santa Rosa**

The 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, **YOU MUST NOTIFY** the Judge’s Judicial Assistant by telephone at **(707) 521-6602**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

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

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1-2. 25CV02465, Msalam v. Auto Car, Inc.

APPEARANCES OF PLAINTIFF AND AMERICAN HONDA MOTOR CO. ARE REQUIRED.

Plaintiff filed this Song-Beverly Consumer Warranty Act lawsuit on April 10, 2025, alleging that American Honda Motor Co. (“Defendant”), as well as dealership Autonation Honda Roseville, failed to remedy defects in a Honda Prologue he leased in 2024 (the “Vehicle”). The matter comes on calendar for hearing on two discovery-related motions by Plaintiff: a motion to compel the deposition of Defendant’s Person Most Qualified (“PMQ”; the “Deposition Motion”), and a motion for issue and evidentiary sanctions related to Defendant’s noncompliance with this Court’s order to produce documents (the “Sanctions Motion”).

The UNOPPOSED Deposition Motion is **GRANTED**. The parties are ordered to meet and confer forthwith for the purpose of choosing a time the deposition of Defendant’s PMQ, which shall be within 30 days of notice of this order. Defendant is ordered to produce the PMQ on the agreed-upon date. Sanctions are awarded to Plaintiff in the amount of \$760, representing the attorney’s fees and filing fee for drafting and filing the motion and attending oral argument.

The UNOPPOSED Sanctions Motion is **GRANTED IN PART AND DENIED IN PART**. The Court will impose issue and evidentiary sanctions as detailed below. Plaintiff did not seek monetary sanctions in connection with the Sanctions Motion.

Counsel for Plaintiff is directed to prepare a written order consistent with this ruling and compliant with California Rules of Court, rule 3.1312.

I. Governing law: discovery generally

“California law provides parties with expansive discovery rights.” (*Lopez v. Watchtower Bible & Tract Society of N.Y., Inc.* (2016) 246 Cal.App.4th 566, 590-591.) The scope of discovery is one of reason, logic and common sense. (*Lipton v. Superior Court* (1996) 48 Cal.App.4th 1599, 1612.)

The right to discovery is liberally construed. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 540; *Davies v. Superior Court* (1984) 23 Cal.2d 291, 300.) Specifically, “any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action or to the determination of any motion made in that action, if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence.” (CCP § 2017.010; see also *Garamendi v. Golden Eagle Ins. Co.* (2004) 116 Cal.App.4th 694, 712, fn. 8.) “For discovery purposes, information is relevant if it might reasonably assist a party in evaluating the case, preparing for trial, or facilitating settlement [Citation.] Admissibility is not the test and information unless privileged, is discoverable if it might reasonably lead to admissible evidence. [Citation.] These rules are applied liberally in favor of discovery [citation], and (contrary to popular belief), fishing expeditions are permissible in some cases.” (*Garamendi, supra*, at p. 712, fn. 8, internal quotation marks omitted; see also *Gonzalez v. Superior Court* (1995) 33 Cal.App.4th 1539, 1546.) However, even where a “fishing expedition” is permitted, a party seeking discovery must provide sufficient identification of the requested information to acquaint the other party with the nature of information desired. (*Calcor Space Facility, Inc. v. Superior Court* (1997) 53 Cal.App.4th 216, 225.) Relevancy is determined by the allegations of the pleadings. (*John B. v. Superior Court* (2006) 38 Cal.4th 1177, 1185.)

II. Deposition Motion

On February 16, 2026, Plaintiff served Defendant notice of a March 20 deposition of Defendant’s PMQ regarding the warranties, service history, recalls, and technical service bulletins applicable to the Vehicle, as well as Defendant’s communications with Plaintiff and its dealership regarding the Vehicle. (Klitzke Dec, Exh. 1.) Defendant did not respond to the notice, or to Plaintiff’s counsel’s March 10 email attempting to confirm the deposition date. (Klitzke Dec, Exh. 2.)

Plaintiff requested alternative deposition dates on March 15. (Klitzke Dec., Exh. 4.) The next day, Defendant’s counsel responded that he was “inquiring with the client [and would] provide some dates when I hear back.” (*Ibid.*) Plaintiff renewed his request for deposition dates on March 25, April 3, and April 8, but received no response. (*Ibid.*; MPA at p. 2.) In a telephone

conversation on April 20, Defendant's counsel indicated that he was on vacation until April 27, and agreed to provide a deposition date by April 29. (Klitzke Dec, ¶ 6.) Plaintiff's counsel sent him a follow-up email on April 27. (Klitzke Dec., Exh. 5.) There was no response, and Defendant has provided no deposition date. (Klitzke Dec., ¶ 8.)

A. Governing law

"Any party may obtain discovery . . . by taking in California the oral deposition of any person, including any party to the action." (CCP § 2025.010.) Such deponents are obliged to obtain any requested information and documents "reasonably available," which includes making "an inquiry of everyone who might" possess it. (*Maldonado v. Superior Court* (2002) 94 Cal.App.4th 1390, 1398.) If the deposition notice does not specify a natural person, it "shall describe with reasonable particularity the matters on which examination is requested," in which case the deponent must produce for deposition the person "most qualified to testify on its behalf as to those matters" (CCP § 2025.230.)

"The Discovery Act . . . confers upon litigants the right to take depositions without prior court order or approval and, accordingly . . . does not require any showing of good cause for the taking of depositions." (*Kramer v. Superior Court* (1965) 237 Cal.App.2d 753, 755.) "There is, therefore, no express statutory requirement of a showing of good cause to obtain a court order compelling a deponent to answer questions." (*Id.* at p. 756.)

B. Defendant's objections to the deposition notice

In his deposition notice, Plaintiff proposed to question Defendant's PMQ about the following ten topics:

- (1) The warranties on the Vehicle;
- (2) The service history of the Vehicle;
- (3) Any recalls applicable to the Vehicle;
- (4) Any Technical Service Bulletins or Information Service Bulletins reasonably related to the problems Plaintiff had with the Vehicle;
- (5) Any diagnostic procedures applied to the Vehicle;
- (6) Any repair procedures performed on the Vehicle;
- (7) Communications between Defendant and Plaintiff regarding the Vehicle;
- (8) Communications regarding the Vehicle between Defendant and any dealerships or third parties;
- (9) Defendant's rationale for refusing to repurchase the Vehicle; and

(10) Defendant's policies regarding compliance with the Song-Beverly Act.

(Klitzke Dec, Exh. 1.)

On March 13, three days after Plaintiff's counsel's first email attempting to confirm the deposition date, Defendant served objections to the deposition notice on Plaintiff. (Klitzke Dec, Exh. 3). Defendant never filed the objections or took any action to put them before the Court. However, for the sake of completeness, the Court will address the objections briefly. For the reasons set forth below, the Court finds none of them valid, as contemplated by CCP § 2025(b).

1. Vague, ambiguous, and overbroad; not described with particularity

Defendant objects that most of the topics are vague, ambiguous, overbroad, unduly burdensome, and fail to describe the subject matter of the deposition with reasonable particularity. In each case, the Court disagrees. With the exception of topic 10 (Defendant's policies for Song-Beverly Act compliance), all topics are explicitly restricted to information about the specific Vehicle at issue in the lawsuit, and all of them relate to limited and adequately circumscribed topics. Plaintiff could hardly have been any more specific. As to topic 10, Defendant must surely have such policies, and it is reasonable for Plaintiff to want to know what they are.

2. Unduly burdensome

Defendant asserts that the proposed topics are unduly burdensome but does not say why. An "objection based upon burden must be sustained by evidence showing the quantum of work desired." (*West Pico Furniture v. Superior Court* (1961) 56 Cal.2d 407, 417.) Defendant has provided no such evidence. Since the Vehicle is only two years old, it's not obvious why it would be unduly burdensome for Defendant's PMQ to be familiar with the service records, repairs, or recalls that apply to it. It might be difficult, but that is not the same thing.

3. Seeking irrelevant information

It appears to the Court that the PMQ's comments on the topics set forth by Plaintiff might well be admissible at trial, but the standard is not admissibility but "reasonably calculated to lead to the discovery of admissible evidence." (CCP §2017.010.) For discovery purposes, information is relevant if it might reasonably assist a party in evaluating the case, preparing for trial, or facilitating settlement. (*People v. Superior Court (Cheek)* (2001) 94 Cal.App.4th 980, 989.) Any doubts as to relevance should be resolved in favor of permitting discovery. (*Pacific Tel. & Tel. Co. v. Superior Court* (1970) 2 Cal.3d 161, 173.)

As noted above, "relevancy is determined by the allegations of the pleadings. (*John B.*, *supra*, 38 Cal.4th at p. 1185.) Here, the pleadings allege that Defendants breached several warranties, some of them written, by repeatedly failing to remedy defects in the Vehicle that Plaintiff complained about. In light of those allegations, the topics proposed by Plaintiff amply satisfy the "reasonably calculated" and relevance standards.

4. Premature disclosure of expert information

Defendant objects to topic 1 (the warranties) on the grounds that it is “premature” and that it “seeks information protected from disclosure by Code of Civil Procedure Section 2034.210.” That statute relates to disclosure of expert witnesses. It is unclear how a discussion of the warranties applicable to the Vehicle relates to expert witness testimony.

5. Information not within Defendant’s possession

Defendant objects to topic 2 (service record of the Vehicle) on the grounds that all servicing was performed by a third party, presumably the dealership. If that is the case, the PMQ can simply say so at the deposition. However, Plaintiff contends that Honda Serramonte, where many of his repairs were performed, is an authorized Honda service center and as such is part of Defendant’s organization. (See, e.g., Separate Statement at p. 5.) If that is inaccurate, Defendant’s PMQ can also explain that at the deposition. Defendant’s PMQ is entitled to decline to answer any questions about service that was not performed by Defendant, but given the allegation that some of it *was* performed by Defendant, that is not a valid reason for avoiding the deposition.

6. Attorney-client and attorney work product privilege

There is no question that the scope of discovery is restricted to information that is “not privileged.” (CCP § 2017.010.) The Court acknowledges that some aspects of some of the proposed topics might intrude on attorney-client privilege. For example, questions about Defendant’s policies for Song-Beverly Act compliance might call for responses describing legal advice Defendant has received from its counsel, or for its counsel’s work product. The solution to that, however, is to go forward with the deposition, with Defendant’s counsel instructing the deponent not to answer any questions that raise privilege issues. Again, the solution is not to simply decline to produce a PMQ to be deposed.

C. An order compelling the deposition is amply justified.

Plaintiff has made it clear that his counsel has been continually frustrated in his attempts to depose Defendant’s PMQ, and that counsel has made a good-faith effort to resolve the matter informally. (Klitzke Dec, Exhs. 2, 4, 5, and ¶ 6; see, e.g., *Leko v. Cornerstone Building Inspection Service* (2001) 86 Cal.App.4th 1109, 1123.) For the reasons set forth above, the motion is GRANTED. The parties are ordered to meet and confer forthwith to set a deposition date, which shall be within 30 days from the date the parties receive notice of this order. Defendant is ordered to produce a PMQ for that deposition.

D. Monetary Sanctions

Plaintiff requests sanctions in the amount of \$1,005.00, representing 2.7 hours of attorney Jacob O’Donnell’s time at \$350/hour plus the \$60.00 filing fee. The 2.7 hours consist of 1.5 hours to draft the Deposition Motion and a projected 1.2 hours to draft a reply brief and attend oral argument. (MPA at p. 4; O’Donnell Dec, ¶ 2.)

If a motion to compel a deposition is granted, “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.” (CCP § 2025.450(g)(1).) The Court finds no such justification or circumstances here.

The \$350/hour rate is reasonable.

Since the Deposition Motion was unopposed, Plaintiff did not file a reply brief. As noted above, Plaintiff is ordered to appear at oral argument. Sanctions are awarded in the amount of \$760, representing 1.5 hours of Mr. O’Donnell’s time for drafting the motion, .5 hours for appearance at oral argument, and the \$60 filing fee.

III. Sanctions Motion

Plaintiff served a Request for Production of Documents (“RPOD”) on Defendant on May 28, 2025. (Klitzke Dec, Exh. 1.) On July 15, Defendant served a response that stated repeatedly that Defendant would produce certain documents “pursuant to the entry of an appropriate protective order.” (Klitzke Dec, Exh. 2.) Defendant has neither produced the documents nor provided Plaintiff with a draft motion for protective order. (Klitzke Dec, ¶ 10.) No such motion has been filed.

On October 20, 2025, Plaintiff moved to compel further responses to the RPOD. The motion was heard on January 23, 2026. On February 2, 2026, the Court issued a ruling granting the motion and ordering Defendant to “produce all responsive documents within 30 days of notice of this order.” (Klitzke Dec, Exh. 6.) No documents have been produced. (Klitzke Dec, ¶ 10.)

Plaintiff filed the Sanctions Motion on May 5, 2026, approximately 60 days after the expiration of Defendant’s 30-day deadline to serve the documents. Plaintiff requests the following issue and evidentiary sanctions:

- (1) An order that if the jury finds that the Vehicle has a defect that substantially impairs its use, value, the fact that “the failure to comply was willful” (Civ. Code § 1794(c)) will be established *ipso facto*.
- (2) Striking all of Defendant’s affirmative defenses.
- (3) A jury instruction, based on CACI no. 204, instructing the jury that it “should conclude that the withheld documents would have been favorable to [Plaintiff] and adverse to [Defendant].”
- (4) An order prohibiting Defendant from either presenting evidence or arguing that it did not know the Vehicle was defective.
- (5) A jury instruction reversing the burden of proof as to whether the Vehicle was defective; that is, imposing on Defendant the burden of proving that it was *not* defective.

(MPA at pp. 4-6.)

A. Defendant's failure to comply with the Court's order on the motion to compel production of documents was willful.

If a party fails to obey a court order compelling a response to an RPOD, “the court may make those orders that are just, including the imposition of an issue sanction, an evidence sanction, or a terminating sanction” (CCP § 2031.300(c).) However, severe nonmonetary sanctions, such as evidence or issue sanctions, may only be imposed where the failure to comply with the order was willful. (*Valencia v. Mendoza* (2024) 103 Cal.App.5th 427, 447; see, however, *Aghaian v. Minassian* (2021) 64 Cal.App.5th 603, 618-620 [willfulness not required for issue and evidence sanctions].)

The phrase “willful conduct” “refers generally to intentional conduct undertaken with knowledge or consciousness of its probable results.” (*Patarak v. Williams* (2001) 91 Cal.App.4th 826, 829.) Defendant unquestionably had knowledge of the Court's order, and in light of the history of discovery litigation in this case, Defendant cannot possibly have been unaware of the probable results of violating it. The Court finds that Defendant's failure to comply with the Court's order to produce the documents requested in the RPOD was willful under that definition.

B. Plaintiff's Reply in Support of Sanctions

Defendant has not opposed the Sanctions Motion. On the day that a reply brief would have been due if Defendant had filed opposition, Plaintiff filed a pleading captioned *Reply in Support of Sanctions Pursuant to CCP §§ 2023.010 and 2023.030 Against American Honda Motor Co., Inc.*, accompanied by Plaintiff's counsel's declaration (collectively the “Reply”). The Reply notes that Defendant has violated another discovery-related court order in addition to the one described above, and that Defendant has failed to pay sanctions as ordered by the Court. In addition, the Reply places before the Court an email chain in which Plaintiff's counsel attempts, without success, to ascertain who is representing Defendant in this matter now that its former counsel, Scott Hancox, has left the firm. The Reply argues that “This Court has ordered the discovery and ordered monetary sanctions repeatedly. It seems the defendants just don't care. Further monetary sanctions are not going to convince Defendants to change their conduct in this case nor are those sanctions effective in getting compliance with the existing orders. [¶] The Court should impose the requested issue and evidentiary sanctions.”

The Court takes Plaintiff's point to be that the Sanctions Motion seeks sanctions, not just for violation of the February 2 order compelling document production, but for the overall pattern of discovery abuse and flouting of court orders that has characterized Defendant's conduct. The Court finds Defendant's conduct disturbing, and is not unsympathetic to Plaintiff's well-justified frustration. Nevertheless, for the most part, the sanctions Plaintiff requests go too far at the present juncture.

For the reasons set forth below, the Sanctions Motion is GRANTED IN PART AND DENIED IN PART.

C. Analysis of the requested sanctions

1. Evidence of Defendant's knowledge of the defect

Plaintiff argues that since Defendant has failed to provide evidence related to its knowledge of the Vehicle's defects and of its obligation to repurchase the Vehicle, Defendant should be precluded from arguing at trial that it did not know about those things, and from adducing evidence in support of such an argument. (MPA at p. 5; no. 4 in above list.)

The Court agrees that some of the withheld documents could potentially enable Plaintiff to respond to such an argument or rebut such evidence at trial. The Sanctions Motion is GRANTED with respect to preclusion at trial of evidence and argument regarding Defendant's knowledge of the defect.

2. Jury instruction re. withheld evidence

"In determining what inferences to draw from the evidence or facts in the case against a party, the trier of fact may consider . . . the party's . . . willful suppression of evidence relating thereto . . ." (Evid. Code § 413.) There is no question that CACI no. 204, which implements that statute, is appropriate here.

Plaintiff proposes that by way of a sanction, the Court give an instruction he characterizes as "based on CACI 204" rather than giving CACI no. 204 in its unmodified form. (MPA at p. 5; no. 3 in above list.) However, only the last sentence of Plaintiff's proposed instruction, somewhat less than 25% of it, can be said to be based on CACI no. 204. Even in that part, the resemblance is not exact. The pattern instruction is permissive: the jury "*may* decide that the [suppressed] evidence would have been unfavorable [to the suppressing party]." (CACI no. 204, emphasis supplied.) In contrast, Plaintiff's proposed instruction is mandatory: "you *should* conclude that the withheld documents would have been . . . adverse to [Defendant]." (MPA at p. 5, emphasis supplied.) That is a significant difference, especially since it echoes an earlier passage in Plaintiff's proposed instruction stating that the jury "*must* take into consideration" Defendant's failure to produce the documents. (*Ibid.*, emphasis supplied.)

As noted, CACI no. 204 implements a statute that explicitly says that a jury "*may* consider" willfully suppressed evidence to be unfavorable to the suppressing party. (Evid. Code § 413, emphasis supplied.) Plaintiff provides no authority for the proposition that the Court may convert a permissive jury instruction to a mandatory one under these circumstances, and the Court declines to do so.

The Sanctions motion is GRANTED IN PART with respect to the instruction on withheld evidence. Subject to further discussion of this issue at trial, the Court will instruct the jury as follows: "Honda failed to provide Mr. Msalam with certain documents related to the repair history of the Vehicle and Honda's knowledge that the Vehicle was defective and had not been repaired, despite a court order to do so." The Court will then give CACI no. 204 without modification.

3. Willful nature of Defendant's failure to repurchase

"If the buyer establishes that the [Defendant's] failure to comply was willful, the judgment may include . . . a civil penalty which shall not exceed two times the amount of actual damages." (Civ. Code § 1794(c).) Plaintiff argues that the documents Defendant has withheld would have

proved that Defendant's failure to repair the Vehicle was willful; that is, that Defendant knew about the Vehicle's defects, about its obligation to repair them, and about its failure to do so. (MPA at p. 4; no. 1 in above list.) Therefore, Plaintiff asks the Court to explicitly instruct the jury to infer that Defendant's failure was willful from proof that the defect existed.

CACI no. 204 adequately addresses the issue. Plaintiff may, if he chooses, stress to the jury during his summation that the withheld documents would have proved Defendants willfulness, and CACI no. 204 gives the jury permission to draw that inference. The Sanctions Motion is DENIED with respect to the jury instruction regarding the willfulness element.

4. Jury instruction: burden of proof regarding defect

Plaintiff offers no argument in support of this request, only a passage beginning with "Members of the jury" that is presumably the verbatim instruction he is requesting. The requested instruction reverses the burden of proof regarding the Vehicle's defects: "It will be [Defendant]'s obligation to disprove the existence of a defect under the manufacturer warranty," rather than Plaintiff's obligation to prove it. (MPA at pp. 5-6; no 5 in above list.)

Reversing the burden of proof is a serious step. It is not at all obvious to the Court how Defendant would go about disproving the existence of a defect; indeed, the requested instruction is tantamount to a directed verdict in Plaintiff's favor. The Court is unwilling to take that step. While the Vehicle's repair records might indeed show that the Vehicle was defective, there are many other forms of evidence to the same effect; for example, Plaintiff could take the stand and describe the defects to the jury.

Moreover, the Court has also agreed to give CACI no. 204, as discussed above. Again, Plaintiff may argue in his summation that Defendant has withheld evidence, and CACI no. 204 will give the jury permission to decide that the withheld evidence would have been unfavorable to Defendant in the specific sense of proving that the Vehicle was defective. That is an adequate solution to the problem the Court assumes, in the absence of any argument by Plaintiff, the requested instruction is addressing.

The Sanctions Motion is DENIED with respect to the jury instruction regarding the burden of proof.

5. Striking affirmative defenses

In its answer filed on May 27, 2025, Defendant asserted 27 affirmative defenses, plus a catch-all one stating that it "may have additional affirmative defenses" that it might elect to assert in the future. The asserted defenses range from "failure to state a cause of action" to "unconstitutionality of punitive damages," with many stops along the way.

Plaintiff asserts that Defendant's failure to produce documents "affects Plaintiff's ability to rebut affirmative defenses at trial," and asks the court to strike all 28 affirmative defenses. (MPA at p. 5; no. 2 in above list.) Plaintiff does not elaborate, but he needs to. It is not at all obvious how, for example, the withheld documents would have improved Plaintiff's chances of rebutting the

defense that an award of punitive damages would violate Defendant's Fourteenth Amendment due process rights. (Answer at p. 7.)

The Court acknowledges that certain of the affirmative defenses might have been rebutted by certain of the documents, but declines Plaintiff's invitation to cure that problem by striking the affirmative defenses in their entirety. The Sanctions Motion is DENIED with respect to striking the affirmative defenses, without prejudice to Plaintiff moving to suppress an explicit subset of them, with an explanation of how the withheld documents would have assisted Plaintiff in rebutting each one.

IV. Conclusion

For the reasons set forth above, the Deposition Motion is GRANTED. Defendant is ordered to produce a PMQ for deposition within 30 days of notice of this order. Monetary sanctions in the amount of \$585 are awarded to Plaintiff.

The Sanctions Motion is GRANTED IN PART AND DENIED IN PART as set forth above.

3. 25CV05916, Pasco v. Yevgenyevich Aksenenk

Defendant DC Transportation Services, Inc. dba DC Transport ("DCT") moves the Court to compel the deposition of third-party witness, Dr. Evish Kamrava, M.D., pursuant to C.C.P. sections 2025.450, et seq. The motion is **DENIED without prejudice**.

I. Factual & Procedural History

This action arises out of a motor vehicle accident occurring near CA 37 Eastbound in Sonoma, California on September 7, 2023. (See Complaint, filed July 24, 2025.) Plaintiff alleges injuries to his cervical spine, among others, as a result of the accident and received treatment for such injuries from Dr. Evish Kamrava. (Newland Decl., ¶ 3.) DCT served an Amended Notice of Deposition on March 6, 2026, on Dr. Kamrava and Plaintiff's counsel noticing the deposition for March 24, 2026, at 4:00 p.m., taking place via Zoom. (Newland Decl., Exhibits A–B.) On March 24, 2026, at 8:55 a.m., Dr. Kamrava's assistant cancelled the deposition because his office did not receive full payment prior to his scheduled deposition. (Newland Decl., Exhibit C.) Dr. Kamrava requires a two-hour minimum at \$1,500 per hour, totaling a minimum of \$3,000 to be paid before the scheduled deposition. (Newland Decl., Exhibit C.) However, DCT's counsel only paid \$1,500 as they only expected the deposition to last one hour. (Newland Decl., Exhibits C–D.) Later that day on March 24, 2026, at 3:25 p.m., DCT's counsel sent a meet and confer letter via email to Dr. Kamrava pursuant to C.C.P. section 2016.040. (Newland Decl., Exhibit D.) Dr. Kamrava did not appear for his deposition. (Newland Decl. ¶ 9, Exhibit E.) On April 2, 2026, Dr. Kamrava's office confirmed that \$3,000 was his minimum fee requirement and would not sit for a deposition until DCT's counsel sent the remaining balance. (Newland Decl. ¶ 10, Exhibit C.) DCT's counsel contends that it has complied with C.C.P. section 2034.450, properly advanced Dr. Kamrava's expert fees based on the anticipated length of the deposition (1 hour) and agreed to pay the remaining balance of the fees should the deposition last more than one hour. (MPA, 6:2–6.) Counsel contends that Dr. Kamrava has not provided alternative dates for his deposition and

continues to demand payment for a minimum of two hours. (Newland Decl. ¶ 11.) Neither Dr. Kamrava nor Plaintiff oppose the motion.

On June 2, 2026, this Court appointed Michael Henderson as the Discovery Facilitator for this matter. DCT provided the Facilitator with proof of service of the subpoena on the doctor and proof Dr. Kamrava agreed to accept service of the motion through his front-desk staff. The Facilitator raised several issues with the motion: (1) DCT moving under C.C.P. section 2025.450, (2) service of the deposition subpoena pursuant to C.C.P. section 2020.220(b), (3) service of the moving papers, and (4) the expert fee framework prior to an expert exchange occurring. The Facilitator found that DCT made a good faith effort to meet and confer while Dr. Kamrava did not participate in facilitation or engage with the Facilitator.

II. Governing Law

C.C.P. section 2025.450(a) provides:

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. [Emphasis added].

The Court may impose a monetary sanction for granting a motion to compel deposition unless it finds that the deponent or a party with whom the deponent is affiliated acted with substantial justification or other circumstances make the imposition of the sanction unjust. (C.C.P. § 2025.450(g)(1).) C.C.P. section 2025.480(a) allows the party seeking discovery to move for an order compelling an answer to a question that the deponent failed to answer or produce any document specified in the deposition notice or subpoena that was not produced. However, a motion to compel answers or production must be made no later than 60 days after the completion of the record of the deposition. (C.C.P. § 2025.480(b).) Furthermore, C.C.P. section 2025.610 allows a party to request leave of the court to take a subsequent deposition of a deponent upon good cause.

C.C.P. section 2020.010(a) allows parties to obtain various discovery from non-parties to an action. The attendance and testimony of a non-party deponent and the production of any document by a non-party deponent requires the service of a deposition subpoena on the non-party deponent. (C.C.P. § 2025.280(b).) Section 2020.510 outlines the requirements for deposition subpoenas commanding attendance and testimony of the deponent and production of documents. Once the subpoena is prepared, it must be served via personal service. (C.C.P. § 2020.220(b)–(c).) If personal appearance by the non-party deponent is required, service must be effectuated at a reasonable time in advance. (C.C.P. § 2020.200(a).) The deposing party is

required to pay a deponent who is required to appear for deposition the witness fee and mileage for witnesses who appear in court, regardless whether deponent requests such fees. (C.C.P. § 2020.230(a).) Payment can be made at the time the subpoena is served or at the time of deposition. (C.C.P. § 2020.230(a).) C.C.P. section 2020.240 allows a deponent who fails to obey a deposition subpoena to be punished for contempt and required to pay damages.

Under C.C.P. section 1987.1(a), the court may make an order directing compliance with a subpoena requiring the attendance of witness or the production of documents. The court, in its discretion, may award sanctions if it finds the motion was made or opposed in bad faith or without substantial justification or that one or more of the requirements of the subpoena was oppressive. (C.C.P. §1987.2(a).)

III. Analysis

Service of a deposition subpoena to a non-party requires personal delivery. (C.C.P. § 2020.220(b)–(c).) DCT’s counsel did not provide the Court with the applicable proof of service showing personal service of the deposition subpoena on Dr. Kamrava. However, Dr. Kamrava clearly received the subpoena as his assistant engaged in extensive conversations with DCT’s counsel about his appearance on March 24th. (Newland Decl., Exhibit C.) Furthermore, Dr. Kamrava does not oppose this motion and therefore does not contest proper service of the subpoena. Therefore, this issue is not determinative in the Court’s analysis in this motion.

Paths for remedy for a non-party witness’ failure to appear at a deposition include: (1) contempt proceedings pursuant to C.C.P. section 2020.240 (only if the party was subpoenaed) or (2) an order compelling compliance under C.C.P. section 1987.1. However, DCT’s moves under C.C.P. section 2025.450. Dr. Kamrava is not a party to the action and therefore section 2025.450 is inapplicable. Thus, the Court may not compel Dr. Kamrava’s appearance for deposition under this section and the Court does not reach DCT’s arguments regarding the reasonableness of Dr. Kamrava’s minimum fee requirements when he is a percipient witness and expert witness in the case.

IV. Conclusion

The motion is **DENIED without prejudice**.

The Minute Orders shall serve as the order of the Court.

4. MCV-261804, Citibank, N.A. v. Anderson

Plaintiff Citibank, N.A. (“Plaintiff”) moves the Court to vacate the dismissal entered on June 23, 2023, pursuant to C.C.P. section 664.6 for Defendant Susan Anderson’s (“Defendant”) failure to remit payment in accordance with the parties’ Stipulated Settlement. The unopposed motion is **GRANTED**, and judgment shall be entered in the amount of \$4,824.86 against Defendant for the outstanding debts plus costs. Plaintiff’s request for judicial notice is **GRANTED**.

I. Procedural History

On May 3, 2023, Plaintiff filed the Complaint against Defendant for debts owed to Plaintiff. On June 9, 2023, the parties executed a Stipulation Agreement where Defendant would make monthly payments to Plaintiff, totaling \$11,179.36 to satisfy the judgment amount. (See Plaintiff's Amended Request for Judicial Notice, Exhibit B ["Stipulation Agreement"].) Accordingly, Plaintiff filed a notice of settlement of the entire case on June 21, 2023, which the Court signed on June 23, 2023. The Court dismissed the action on June 23, 2023.

In accordance with the Stipulation Agreement, judgment was stayed for Defendant's timely payments of the following: minimum monthly payments of \$233.00 starting May 2023 and one final payment of \$228.36 on or before April 4, 2027. (Stipulation Agreement, ¶ 4.) Defendant's last monthly payment was received on November 4, 2025, and therefore has defaulted on her monthly payments pursuant to the Stipulation Agreement. (Langedyk Decl., ¶ 4.) The current balance owed is \$4,824.86 (principal sum of \$3,956.36 [\$11,179.36 minus Defendant's payments to date of \$7,223.00] plus costs of \$868.50). (Langedyk Decl., ¶¶ 6–7.) Defendant was served with the moving papers and the August 21, 2026, hearing date on May 20, 2026, but has failed to oppose the motion. (See Proof of Service, dated May 20, 2026.)

II. Governing Law

If parties to a pending litigation agree to sign a written stipulation for settlement of the case, then the court may upon noticed motion enter judgment pursuant to the terms of the settlement. (C.C.P. § 664.6(a).) The court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement if the parties request it. (*Ibid.*) "Section 664.6 was enacted to provide a summary procedure for specifically enforcing a settlement contract without the need for a new lawsuit." (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 809.)

III. Analysis

A. Plaintiff's Request for Judicial Notice

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. (Evid. Code § 452(h).) The court must take judicial notice of any matter requested by a party, so long as it complies with the requirements under Evidence Code section 452. (Evid. Code § 453.)

Plaintiff requests judicial notice of the Stipulation Agreement in this action pursuant to Evidence Code sections 452 and 453. Plaintiff filed its request for judicial notice ("RJN") on May 7, 2026, with the Stipulation Agreement attached as Exhibit A. Plaintiff filed an amended request for judicial notice on May 20, 2026, with the Stipulation Agreement attached as Exhibit B. To the Court, the only difference between the original RJN and the amended RJN is that the amended RJN contains the August 21st hearing date. Plaintiff's amended RJN is **GRANTED**.

B. Defendant Has Defaulted on Her Payment Obligations Pursuant to the Stipulation Agreement

Plaintiff has sufficiently demonstrated that the parties entered into a valid written and signed Stipulation Agreement, under which Defendant continues to owe \$4,824.86 after she defaulted on her payment obligations. The Court retained jurisdiction of this matter under Section 664.6 pursuant to the Stipulation Agreement. (Stipulation Agreement, ¶ 7.) Additionally, the Stipulation Agreement allows Plaintiff to collect court costs from Defendant, which are limited to Plaintiff's filing fee, fees for service of process, and other filing fees. (Stipulation Agreement, ¶ 1.) Upon review of the memorandum of costs filed, with the motion, the Court finds the requested \$868.50 for filing fees and service of process to be reasonable. Thus, the added costs to Defendant's total debt owed is justified. Pursuant to the motion, the parties' Stipulation Agreement, and C.C.P. section 664.6, the Court finds it reasonable to enter judgment in the amount of \$4,824.86 against Defendant, for the remaining debt owed.

IV. Conclusion

The motion is **GRANTED** pursuant to C.C.P. section 664.6. The June 23, 2023, dismissal is **VACATED**. Judgment shall be entered in the amount of \$4,824.86 against Defendant for the outstanding debt.

Plaintiff's counsel 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). Counsel shall also separately lodge a proposed judgment when it files the order on this motion.

****This is the end of the Tentative Rulings.****