TENTATIVE RULINGS
SPECIAL SET LAW & MOTION
Friday, August 28, 2026 10:00 a.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
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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) 521-6725**, 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.***

25CV00992, Elizabeth Joan Ramsay Palmer, Trustee v. Fairweather & Associates, Inc.

This is a joint ruling on the following motions:

1) Defendant's Motion to Quash Subpoena to Exchange Bank
2) Defendant's Motion to Quash Subpoena to Intuit
3) Plaintiff's Motion to Compel Further Responses to Form Interrogatories, Set One
4) Plaintiff's Motion to Compel Further Responses to Special Interrogatories, Set One
5) Plaintiff's Motion to Compel Further Responses to Request for Production of Documents, Set One
6) Plaintiff's Motion to Compel Further Responses to Requests for Admissions, Set One

ANALYSIS:

On September 22, 2025, Defendant Fairweather & Associates, Inc. ("FAI") filed a Motion to Quash Deposition Subpoena Served on Exchange Bank. On January 16, 2026, Plaintiff filed a Motion to Compel Further Responses to Form Interrogatories, Set One, Motion to Compel Further Responses to Special Interrogatories, Set One and Motion to Compel Further Responses to Requests for Admissions, Set One. On January 26, 2026, Plaintiff filed a Motion to Compel Further Responses to Request for

Production of Documents, Set One. Finally, on February 9, 2026, Defendant filed a Motion to Quash Deposition Subpoena Served on Intuit Inc.

On February 13, 2026, the Court appointed a discovery referee to handle all discovery-related disputes, including the 6 pending discovery motions. Defendant later claimed financial hardship and inability to pay the referee's fees. The parties were then referred to a discovery facilitator in an effort to resolve the outstanding discovery disputes, but have been unable to do so. Therefore, the 6 discovery motions were placed back on the Court's calendar for resolution. The Court ordered further briefing by the parties regarding what remains in dispute. Having reviewed all of the documentation relating to each of the 6 pending motions and having reviewed Plaintiff's letter to the discovery facilitator summarizing the dispute, the Court issues the following ruling:

Summary of Dispute

Plaintiff contracted with Defendant FAI as the general contractor to build a house on her property in Healdsburg based on an estimate prepared by Defendant that was incorporated into the contract between the parties. Plaintiff alleges that Defendant hired subcontractors to perform many, if not most, of the trades necessary to build the new residence. Defendant agreed to build the new residence for a "guaranteed maximum" of $10,880,439.00. The project was to begin on or about December 15, 2020, and take approximately 22 months to complete.

Plaintiff alleges that from the beginning of the project, Defendants engaged in a pattern and practice of overbilling Plaintiff in a variety of ways in an amount of at least $2.4 million. She alleges that the invoicing she received was deliberately opaque and confusing and included dozens of errors. Plaintiff alleges that Defendant used various tools to create so much confusion that Plaintiff would not be aware that she was being overcharged. She alleges that due to improper change orders, she was charged significantly more than she should have been. She also alleges that she was charged more for subcontractor invoices than Defendant was and that Defendant substituted inferior products as a means of increasing profit. Plaintiff alleges a pattern and practice of overbilling.

As alleged, Plaintiff paid Defendants for specific subcontractor invoices with the expectation and understanding that Defendants would immediately remit those funds to the subcontractors. However, Defendants failed to timely pay multiple subcontractors, withheld funds for purposes unrelated to Plaintiff's project, and falsely represented to subcontractors that Plaintiff had not provided payment. She asserts that in the course of project administration, Defendants repeatedly supplied false information to both Plaintiff and subcontractors regarding payment status, project accounting, and construction progress. As a result, Plaintiff asserts causes of action for intentional misrepresentation; negligent misrepresentation; fraud; financial elder abuse; breach of contract; unfair competition (Cal. Bus. & Prof. Code § 17200); negligence; and defamation.

On July 4, 2025, Plaintiff served Request for Production of Documents, Set No. One, on Defendant FAI. These inspection demands called for the production of all documents, communications, and electronic records related to the Palmer Ranch construction project, including estimates, bids, budgets, costs, contracts, change orders, payroll, financial records, schedules, correspondence, and accounting data (such as QuickBooks files), as well as related project and company financial information for specified time periods. After receiving Defendant's response and document production, Plaintiff moved to compel further responses claiming that both the written responses and the document production were insufficient and failed to comply with the Discovery Act. Plaintiff has also moved to compel further responses from Defendant to Plaintiff's Form Interrogatories, Set No. One, Special Interrogatories, Set No. One, and Request for Admissions, Set No. One.

On August 28, 2025, Plaintiff served a Deposition Subpoena for Production of Business Records on Exchange Bank seeking all records relating to any and all accounts held by Defendant FAI from December 2020 through April 2024. On January 30, 2026, Plaintiff served a Deposition Subpoena for Personal Appearance and Production of Business Records on Intuit Inc., seeking all records relating to any and all documents related to Defendant FAI. Defendant has moved to quash both of these subpoenas.

On July 6, 2026, Plaintiff sent a letter to the discovery facilitator which summarized the outstanding discovery issues. In that letter, Plaintiff explains that three categories of records have been at the heart of the dispute from the outset, and in each instance the need is confirmed by the declarations of Plaintiff's forensic accountant, Caroline Van Alst, CPA/CFF/CFE, and her forensic document examiner, M. Patricia Fisher:

1) the statements for the Exchange Bank operating account (No. 7000034665) into which Plaintiff s payments were deposited;
2) the native QuickBooks company file used for FAI's accounting; and
3) the native electronic timecard files underlying the more than 41,700 hours of FAI labor reflected in the produced timecards.

As explained by Plaintiff, Defendant has refused to produce these records, so she sought to obtain what she could from the third parties by means of subpoena. Plaintiff details the series of events that lead Plaintiff to believe that the native records from Exchange Bank and Intuit (QuickBooks) are necessary for a credible and complete record.

I. <u>Defendant's Motion to Quash Subpoena to Exchange Bank</u>

Defendant moves to quash the subpoena served on Exchange Bank arguing that Defendant has legitimate privacy interests in protecting its financial records. Defendant also argues that the subpoena is impermissibly overbroad.

"[C]orporations do not have a right of privacy protected by the California Constitution…While corporations do have a right to privacy, it is not a constitutional right. The corporate right to privacy is a lesser right than that held by human beings and is not considered a fundamental right." (*SCC Acquisitions, Inc. v. Superior Court* (2015) 243 Cal.App.4th 741, 755–756.) The question of whether a discovery request infringes on a corporation's right to privacy must be resolved by a balancing test: "The discovery's relevance to the subject matter of the pending dispute and whether the discovery 'appears reasonably calculated to lead to the discovery of admissible evidence' is balanced against the corporate right of privacy." (*Id*. at 756.) "Doubts about relevance generally are resolved in favor of permitting discovery." (*Ibid*.)

The Court recognizes Defendant's right to privacy in its financial records. However, Plaintiff has demonstrated a compelling need for the records and has demonstrated why such records must be obtained from Exchange Bank directly. Plaintiff attempted to obtain the records from Defendant, but Defendant has still not produced a full picture, as outlined in the Declaration of K. Kasey Corbit in support of Plaintiff's opposition to this motion. Defendant is accused of fraudulently overbilling Plaintiff between $2-$3 million. Moreover, Plaintiff alleges that Defendant failed to apply her payments to the project. Defendant has still not produced any records from the accounts into which Plaintiff's payments were deposited. The bank records are relevant to showing how Plaintiff's payments were applied.

Notwithstanding the clear relevance of the records sought by Plaintiff, the Court does agree with Defendant that the subpoena is overbroad. The subpoena essentially seeks all documents concerning the financial business records of Defendant in Exchange Bank's possession from the period of December 2020 through April 2024 whether or not they are related to this particular project.

Plaintiff's reasoning for seeking the records from Exchange Bank is that Defendant's document production is unreliable. However, Plaintiff does not only request documents from Exchange Bank that would clear up the record as disclosed by Defendant, but also seeks Defendant's entire financial record including private information of third parties. In order to be permitted complete unfettered access to Defendant's entire financial record Plaintiff would need to present a substantially compelling reason, and Plaintiff has not done so. Plaintiff's argument regarding its theory that Defendant's motivation behind the alleged fraud was a troubled business is not compelling enough to outweigh the privacy interests in such records.

The subpoena shall be narrowed to require only records relating to Plaintiff, Defendant and its employees, the subcontractors, and the Palmer Ranch Construction Project between the period of December 2020 through April 2024.

Defendant's privacy interests can be sufficiently protected with a protective order. Plaintiff has always been amenable to a protective order. The parties are ordered to meet and confer regarding the language for a protective order and shall submit a proposed protective order to the Court. If the parties cannot agree on the language, either party may seek a protective order via ex parte motion. The subpoena shall be complied with regardless of whether a protective order is ultimately sought.

II. Defendant's Motion to Quash Subpoena to Intuit

Defendant moves to quash the subpoena served on Intuit Inc. which seeks all documents relating to Fairweather's use of Intuit products generally; all records reflecting the use of QuickBooks to track income and expenses for construction projects in Healdsburg, California; the complete QuickBooks company files for those projects; all associated QuickBooks audit trail data reflecting user activity, edits, and changes; and all records concerning any deletion or attempted deletion of data from those company files. Defendant argues that it has legitimate privacy interests in protecting its accounting records. Defendant also argues that the subpoena is impermissibly overbroad.

The Court applies the same analysis here as it did with the subpoena served on Exchange Bank. In order to be permitted complete unfettered access to Defendant's entire accounting file Plaintiff would need to present a substantially compelling reason, and Plaintiff has not done so. Plaintiff has shown a compelling need for documents relating to Plaintiff's specific project that outweighs any privacy interest Defendant has in those records. However, Plaintiff has not done so for records unrelated to Plaintiff's project.

The subpoena shall be narrowed to require only records relating to Plaintiff, Defendant and its employees, the subcontractors, and the Palmer Ranch Construction Project.

The same requirements apply regarding a protective order as those outlined above in relation to the Exchange Bank subpoena.

III. Plaintiff's Motion to Compel Further Responses to Request for Production of Documents, Set One

Plaintiff filed this motion in January of 2026. On July 6, 2026, Plaintiff sent a letter to the discovery facilitator explaining how the issues have been narrowed down to Defendant's operating-account statements, the native QuickBooks file, and the native electronic timecards. Defendant has not filed an opposition to this motion with the Court but addresses Plaintiff's arguments regarding these three categories of documents in Defendants' supplemental brief filed August 21, 2026.

The Court has already addressed Plaintiff's entitlement to the Exchange Bank account statements and the QuickBooks file as they relate to this matter only. These documents will be coming directly from Exchange Bank and Intuit. Considering the parties' positions regarding these documents, the Court sees no utility in ordering Defendant itself to produce any further documents. The subpoenas to Exchange Bank and Intuit should suffice.

Regarding the native electronic timecard files underlying the labor, Plaintiff explains in her supplemental brief that she specifically seeks the native files for the post-October 2022 timecards, which Defendant has produced in PDF format. Defendant has provided a satisfactory explanation for why these documents were produced in the form that they were. When the total circumstances are considered, the Court gives credit to Defendants' explanation regarding the timecards and therefore Plaintiff's assertion that additional data for such timecards "must exist" appears to be speculative. The Court finds Defendant's document production regarding the timecards to be sufficient.

Notwithstanding this, Plaintiff has represented that for many of the supplemental documents produced by Defendant, Defendant failed to serve amended verifications and failed to cite the appropriate Bates ranges such that Plaintiff cannot decipher which requests the unorganized documents are responsive to. Defendant must identify the specific request number to which each document is responsive. (CCP § 2031.280.) Defendant must also verify each response. (CCP § 2031.250.) Defendant is ordered to do so.

IV. Plaintiff's Motion to Compel Further Responses to Form Interrogatories, Set One

Plaintiff seeks to compel further responses to her first set of Form Interrogatories. Defendant has not filed an opposition to this motion and has not addressed the Form Interrogatories in its supplemental brief. The Court finds each of Defendant's responses to Plaintiff's Form Interrogatories to be insufficient.

Plaintiff seeks to compel further responses to Form Interrogatories Nos. 1.1, 3.6, 12.1, 12.2, 12.3, 12.4, 12.6, 12.7, 13.1, 13.2, and 17.1. Many of these interrogatories share the same deficiencies.

Unjustified Objections:

Defendant raises several objections to each of these interrogatories, none of which are justified. As stated above, Defendant has failed to file an opposition to this motion or to respond to it in its supplemental brief. Accordingly, Defendant has failed to justify any of the objections raised, as is its burden. (*Coy v. Sup. Ct.* (1962) 58 Cal.2d 210, 220-21.) The Court finds each of Defendant's objections to be without merit and they are overruled.

Redefinition of Terms:

For many of the interrogatories, Defendant responded with the phrase, "Assuming INCIDENT includes all breaches caused by Propounding Party in this action, without waiving the above objections, Responding Party responds as follows…" Defendant cannot redefine terms already defined by the discovery request. The term "Incident" is sufficiently defined in section 4. Defendant's objection to the term "incident" has been overruled. Defendant shall not redefine any terms or raise any objections in its supplemental response.

Incomplete Answers:

Many of Defendant's answers fail to respond to each aspect of the request. For example, No. 1.1 asks Defendant to "State the name, ADDRESS, telephone number, and relationship to you of each PERSON who prepared or assisted in the preparation of the responses to these interrogatories." Defendant simply responded with, "Simon Fairweather, Amanda Barlow and the attorneys at SMTD Law." This answer fails to provide the address, telephone number and relationship to Defendant of each identified person. It is incomplete. The same is true for several other responses. Defendant shall provide supplemental responses that answer every aspect of each request.

Non-Compliant Responses:

Defendant responded to Nos. 12.2 and 12.3 stating "Assuming INCIDENT includes all breaches caused by Propounding Party in this action, without waiving the above objections, Responding Party responds as follows: not that Responding Party is aware." This is not a code-compliant response. (CCP § 2030.220.)

Failure to Specify Writings:

Defendant responds to many of the interrogatories that the interrogatory would necessitate the preparation of the making of a compilation, abstract, audit, or summary of or from the documents of the party to whom the interrogatory is directed, and the burden or expense of preparing or making it would be substantially the same for the party propounding the interrogatory as for the Responding Party, referencing CCP § 2030.230. This is not a valid response under CCP § 2030.230. That Section requires the responding party "to specify the writings from which the answer may be derived or ascertained. This specification shall be in sufficient detail to permit the propounding party to locate and to identify, as readily as the responding party can, the documents from which the answer may be ascertained."

Defendant failed to specify any writings. If Defendant's supplemental responses continue to rely on CCP § 2030.230, Defendant shall specify the particular writings referred to with sufficient detail to permit Plaintiff to locate and identify them.

Defendant shall provide supplemental responses to each of the Form Interrogatories included in Plaintiff's separate statement in support of this motion. The responses shall comply completely with the Discovery Act, shall contain no objections, shall answer every aspect of each interrogatory, and shall be verified.

V. Plaintiff's Motion to Compel Further Responses to Special Interrogatories, Set One

Plaintiff seeks to compel further responses to several Special Interrogatories, as outlined in Plaintiff's separate statement in support of this motion. Defendant has not filed an opposition to this motion nor addressed it in its supplemental brief. The Court agrees with Plaintiff that each of Defendant's responses to the Special Interrogatories are deficient, with the exception of No. 69.

Unjustified Objections:

Defendant raises several objections to each of the interrogatories, none of which are justified. As stated above, Defendant has failed to file an opposition to this motion or to respond to it in its supplemental brief. Accordingly, Defendant has failed to justify any of the objections raised, as is its burden. (*Coy v. Sup. Ct.* (1962) 58 Cal.2d 210, 220-21.) The Court finds each of Defendant's objections to be without merit and they are overruled.

Incomplete Answers:

Each of Defendant's answers provide an incomplete response. For example, No. 1 asks Defendant to "State all facts" supporting its answer. Instead, Defendant provided a conclusory statement that fails to provide factual detail supporting it. Further example includes No. 19 which asks Defendant to identify relevant dates and times, which Defendant fails to do. Most egregiously, Defendant's answers to Nos. 31 and beyond are evasive and not responsive to the request. This is with the exception of No. 69, the answer to which the Court finds to be sufficient.

"Where the question is specific and explicit, an answer which supplies only a portion of the information sought is wholly insufficient. Likewise, a party may not provide deftly worded conclusionary answers designed to evade a series of explicit questions." (*Deyo v. Kilbourne* (1978) 84 Cal.App.3d 771, 783.) Defendant shall supplement its answers to each of the interrogatories, with the exception of No. 69, with complete, code-compliant answers that directly respond to the request and answer every aspect of it without conclusory or generalized statements.

Failure to Specify Writings:

As with the Form Interrogatories, above, several of Defendant's answers either directly refer to CCP § 2030.230 or state that answers can be found in Defendant's document production without specifying the specific writings referred to or providing detail upon which Plaintiff may find the writings. Wherever Defendant refers to extraneous documents Defendant shall comply completely with the requirements of CCP § 2030.230.

VI. Plaintiff's Motion to Compel Further Responses to Requests for Admissions, Set One

Plaintiff seeks to compel further responses to several of her Requests for Admissions. As with the other motions to compel further responses, Defendant has not filed an opposition nor addressed this motion in its supplemental brief. This motion is granted in part, and denied in part, as follows:

Granted as to 7, 15, 17-26, 31-32, 43, 48, 62, 64, 86, 87, 104, 106, 107, 115, 116, 117, 120, 124, 146-148, 156, 164-168, 177-180.

Denied as to 40-41, 51-54, 58, 61, 66, 70, 82, 89, 94-95, 97, 99, 101, 112, 119, 123, 125, 128, 131, 138, 143, 152, 159, 161, 173.

For those requests on which the Court is granting the motion, Defendant's answers fail to comply with CCP § 2033.220. Defendant's answers either fail to respond to the specific request, respond to it with a qualified admission that contains impermissible argument and explanation, or fail to admit or deny any portion of the request. Defendant shall provide supplemental responses that fully comply with the Code by providing straightforward answers and do not contain any argument or impermissible explanation.

As with the other motions to compel further, Defendant has failed to justify any objections and the Court finds them to be without merit. All objections are overruled.

Regarding the requests on which the Court is denying the motion, Defendant responded to each of them, with the exception of No. 52 (addressed below), with a substantially similar answer along the lines of: "For purposes of these responses, Responding Party will define 'YOU' as FAIRWEATHER & ASSOCIATES, INC. Subject to and w/o waiving the above objections, deny." Each of the answers to these requests contains a straightforward denial. This is a code-compliant response. Though it also includes an explanation of Defendant's understanding of the term "YOU," such explanation is not incorrect. "YOU" refers to the responding party, which is Fairweather & Associates, Inc.

As for No. 52, it does not contain a denial, but the Court is denying the motion as to this request because it contains a complete admission of each portion of the request. As stated above, Defendant's objection to the terms "YOU" and "YOUR" as being vague and ambiguous are overruled. The remainder of the response is code-compliant.

VII. Sanctions

Motions to Quash

Defendant makes a passing reference to monetary sanctions in its motion to quash the subpoena to Intuit and makes no mention of monetary sanctions in the motion to quash the subpoena to Exchange Bank. There is no request for monetary sanctions in either notice of motion, there is no argument supporting the request for sanctions, and there is no evidentiary foundation, such as hourly rates or time spent, provided in any of the declarations supporting the motions. Accordingly, any request for sanctions by Defendant relating to either of the motions to quash is denied as procedurally defective and as unsubstantiated.

Motions to Compel Further Responses

a. Form Interrogatories

Plaintiff requests $4,702.78 in monetary sanctions for her motion relating to the Form Interrogatories. The Court finds the imposition of monetary sanctions against Defendant to be warranted considering Defendant's several incomplete and evasive responses. Plaintiff's request is based on an hourly rate of $300 for 13.1 hours spent on this motion and $172.78 in costs related to the motion. The Court finds the hourly rate and costs to be reasonable, but finds 8 hours to be a sufficient amount of time to spend on this motion. Much of the work is duplicated in Plaintiff's other three motions to compel further responses and many portions of the separate statement are copy-and-pasted. Therefore, monetary sanctions shall be imposed against Defendant in the amount of $2,572.78 (300 x 8 + 172.78) for this motion.

b. Special Interrogatories

Plaintiff requests $7,333.78 in monetary sanctions for her motion relating to the Special Interrogatories. The Court finds the imposition of monetary sanctions against Defendant to be warranted considering Defendant's many non-compliant responses. However, the requested amount is unreasonable. The request is based on an hourly rate of $300 for 18.87 hours and $172.78 in costs. The hourly rate and costs are reasonable, but the Court finds 10 hours to be a sufficient amount of time to spend on this motion. Much of the work is duplicated in Plaintiff's other three motions to compel further responses and many portions of the separate statement are copy-and-pasted. Therefore, monetary sanctions shall be imposed against Defendant in the amount of $3,172.78 (300 x 10 + 172.78) for this motion.

c. Request for Admissions

Plaintiff requests $9,283.78 in monetary sanctions for her motion relating to the Request for Admissions. The Court finds the imposition of monetary sanctions against Defendant to be warranted considering Defendant's many non-compliant responses. However, the requested amount is unreasonable, especially considering that the motion is successful only on approximately half of the requests. Much of the work is duplicated in Plaintiff's other three motions to compel further responses and many portions of the separate statement are copy-and-pasted. Plaintiff's request is based on an hourly rate of $300 for 25.37 hours and $172.78 in costs. The hourly rate and costs are reasonable, but the Court finds 12 hours to be a sufficient amount of time to spend on this motion. Defendant shall pay Plaintiff $3,772.78 (300 x 12 + 172.78) in monetary sanctions for this motion.

d. Request for Production of Documents

Plaintiff seeks $8,122.00 in monetary sanctions for the motion relating to the Request for Production of Documents. Though the Court did not ultimately order Defendant to produce any further documents relating to the Exchange Bank account and the Inuit records, this was only because Plaintiff had an adequate and superior remedy of obtaining those documents directly from those third parties. This was not because the Court found Defendant's production to be sufficient, albeit the Court found that Plaintiff was not entitled to any further document production relating to the timecards. Finally, the Court found that Defendant has failed to comply with the requirement of adequately identifying and labeling its document production ad verifying all of its responses.

With all of this in mind, the Court finds the imposition of monetary sanctions against Defendant to be warranted considering that Defendant's evasiveness necessitated this motion and the subpoenas to Exchange Bank and Inuit. Defendant shall pay Plaintiff $3,060.00 in monetary sanctions for this motion based on Plaintiff's hourly rate of $300 and 10 hours of time, plus $60.00 in costs.

The total amount of sanctions to be paid by Defendant to Plaintiff for all of Plaintiff's motions is $12,578.34.

CONCLUSION:

Defendant's Motion to Quash Subpoena to Exchange Bank is **DENIED**; however, the subpoena shall be **MODIFIED** to narrow the request to require only records relating to Plaintiff, Defendant and its employees, the subcontractors, and the Palmer Ranch Construction Project between the period of December 2020 through April 2024.

Defendant's Motion to Quash Subpoena to Intuit, Inc. is **DENIED**; however, the subpoena shall be **MODIFIED** to narrow the request to require only records relating to Plaintiff, Defendant and its employees, the subcontractors, and the Palmer Ranch Construction Project.

Plaintiff's Motion to Compel Further Responses to Request for Production of Documents is **GRANTED** in part and **DENIED** in part. It is **GRANTED** in so far as Defendant is required to provide verifications for any responses not yet verified and is required to identify to which requests each document responds. It is **DENIED** as to any request for further document production from Defendant.

Plaintiff's Motion to Compel Further Responses to Form Interrogatories is **GRANTED**.

Plaintiff's Motion to Compel Further Responses to Special Interrogatories is **GRANTED** in part and **DENIED** in part. It is **DENIED** only as to Special Interrogatory No. 69. It is **GRANTED** as to all the rest.

Plaintiff's Motion to Compel Further Responses to Request for Admissions is **GRANTED** in part and **DENIED** in part. It is **GRANTED** only as to Nos. 7, 15, 17-26, 31-32, 43, 48, 62, 64, 86, 87, 104, 106, 107, 115, 116, 117, 120, 124, 146-148, 156, 164-168, and 177-180. It is **DENIED** as to the rest.

Plaintiff's requests for monetary sanctions against Defendant are **GRANTED** in the total amount of $12,578.34.

Defendant's request for monetary sanctions against Plaintiff is **DENIED** as procedurally deficient and unsubstantiated.

Defendant shall provide the further responses herein ordered within 10 days of notice of entry of an order on this motion. Defendant shall pay the monetary sanctions within the same time.

Plaintiff's counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1312.