TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, August 7, 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.

TO JOIN ZOOM ONLINE:

Department 19 Hearings
MeetingID: 160-421-7577
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PLEASE NOTE: The Court's Official Court Reporters are "not available" within the meaning of California Rules of Court, Rule 2.956, for court reporting of civil cases.

1. 24CV00145, State Farm Mutual Automobile Ins. Co v. White Jr.

Plaintiff State Farm Mutual Automobile Insurance Company's unopposed motion to vacate the dismissal and enforce settlement pursuant to C.C.P. sections 664.6 and 1032 is **DENIED with prejudice**. State Farm has previously brought this motion on two prior occasions, which the Court has denied both times for failure to provide a proof of service of the hearing date on Defendant James White Jr.'s counsel. (See Minute Orders, dated December 3, 2025, and March 27, 2026, respectively.)

State Farm, for a third time, has failed to file a proof of service showing service of the hearing date on Defendant's counsel. Plaintiff served the moving papers on Defendant and his counsel on April 14, 2026. However, the Court did not assign a hearing date until April 27, 2026, and State farm has not filed an amended proof of service, which was required to be filed at least five court days in advance of the hearing. (See Cal. Rule of Court, Rule 3.1300(c).) Given that this is State Farm counsel's third attempt at filing the same motion containing the same procedural error, the motion is **DENIED with prejudice**.

The Minute Orders shall serve as the order on this motion. (See C.C.P. §§ 1003, 1019.5.)

2. 24CV06108, Pacatte Construction Co, Inc. v. Alisha and Natasha Properties, LLC

Cross-Defendant West Coast Reinforcing, Inc. ("WCR") demurs to the First, Second, Third, and Fourth Causes of Action in Plaintiff/Cross-Complainant Pacatte Construction Co., Inc.'s ("Pacatte") Cross-Complaint pursuant to C.C.P. section 430.10, subdivisions (e) and (f). The demurrer as to the First Cause of Action is **OVERRULED as MOOT**. The demurrer as to the Second, Third, and Fourth Causes of Action is **SUSTAINED *with* leave to amend**. All requests for judicial notice are **GRANTED**. Pacatte's request for attorney's fees and costs is **DENIED**.

Pacatte shall file an amended Cross-Complaint no later than thirty (30) days from notice of entry of an order on this motion.

I. Factual & Procedural History

This matter is a consolidated construction defect action with numerous parties and Cross-Complaints. Alisha and Natasha Properties, LLC ("ANP") owns the building located at 685 Aviation Blvd., Santa Rosa, California (the "Property"), which is a 60,000 square foot warehouse with two 30,000 square feet concrete slabs, one on grade and one elevated on a galvanized steel deck. Pacatte filed its Complaint against ANP on October 10, 2024, for unpaid work and materials Pacatte had completed and used on the Property. On January 30, 2025, ANP filed a Cross-Complaint against Pacatte alleging that the elevated concrete slab cracked well beyond tolerable variances and offered various attributable factors for such cracking. On February 27, 2025, ANP filed a First Amended Cross-Complaint against Pacatte, attaching the contract for the work between ANP and Pacatte as Exhibit A. On April 2, 2025, Pacatte then filed its own Cross-Complaint against the subcontractors and suppliers of the materials and who completed the work or supplied the materials alleged to be defective by ANP: North Coast Concrete, Inc.; F&M Steel, Inc.; Northgate Ready Mix, Inc.; and DOES 31–60. Pacatte then subsequently learned the identity of WCR and amended its Cross-Complaint on December 29, 2025, to substitute WCR for DOE No. 32. WCR now demurs to the First, Second, Third, and Fourth Causes of Action asserted against WCR in Pacatte's Cross-Complaint, arguing that the Cross-Complaint fails to state facts sufficient to constitute a cause of action against WCR and that it fails to plead facts with sufficient certainty.

II. Governing Law

A. Demurrers Generally

A demurrer can be used only to challenge defects that appear on the face of the pleading under attack or from matters outside the pleading that are judicially noticeable. (C.C.P. § 430.30(a).) A party may demur to a pleading when there is another action pending between the same parties on the same cause of action. (C.C.P. § 430.10(c).) At demurrer, all facts properly pleaded are treated as admitted, but contentions, deductions and conclusions of fact or law are disregarded. (*Serrano v. Priest* (1971) 5 Cal.3d 584, 591.) Similarly, opinions, speculation, or allegations contrary to law or facts which are judicially noticed are also disregarded. (*Coshow v. City of Escondido*

(2005) 132 Cal.App.4th 687, 702.) Each evidentiary fact that might eventually form part of a party's proof does not need to be alleged. (*C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal.4th 861, 872.) Conclusory pleadings are permissible and appropriate where supported by properly pleaded facts. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.) "The distinction between conclusions of law and ultimate facts is not at all clear and involves at most a matter of degree." (*Burks v. Poppy Const. Co.* (1962) 57 Cal.2d 463, 473.) Leave to amend should generally be granted liberally where there is some reasonable possibility that a party may cure the defect through amendment. (*The Swahn Group, Inc. v. Segal* (2010) 183 Cal.App.4th 831, 852.)

B. Uncertainty

Demurrers for uncertainty are disfavored and only granted "if the pleading is so incomprehensible that a defendant cannot reasonably respond." (*Morris v. JPMorgan Chase Bank, N.A.* (2022) 78 Cal.App.5th 279, 292 [internal citation omitted].) "A demurrer for uncertainty is strictly construed, even where a complaint is in some respects uncertain, because ambiguities can be clarified under modern discovery procedures." (*Khoury v. Maly's of California, Inc.* (1993) 14 Cal.App.4th 612, 616 [citations omitted].)

C. Equitable Indemnity and Contribution

A tortfeasor is a party potentially liable in tort, but it does not need to be shown that the party did commit a tort. (*LAOSD Asbestos Cases* (2018) 28 Cal.App.5th 862, fn. 8, citing *Tiffin Motorhomes, Inc. v. Superior Court* (2011) 202 Cal.App.4th 24, 31.) Whether a party is considered a joint tortfeasor "depends upon whether they caused 'one indivisible injury' or 'the same wrong.' [Citations.] The 'same wrong' may emanate from two successive independent torts and does not require unity of purpose, action, or intent by the two or more tortfeasors." (*LAOSD Asbestos Cases, supra,* 28 Cal.App.5th at fn. 8, citing *In re JTS Corp.* (9th Cir. 2010) 617 F.3d 1102, 1116–1117.) While a tortfeasor generally is liable for all damages proximately caused by his tortious conduct, when "multiple tortfeasors are responsible for an indivisible injury suffered by the plaintiff, each tortfeasor is jointly and severally liable to the plaintiff for those damages and thus may be held individually liable to the injured plaintiff for the entirety of such damages." (*Expressions at Rancho Niguel Ass'n v. Ahmanson Developments, Inc.* (2001) 86 Cal.App.4th 1135, 1139 ("*Expressions*"), citing Civ. Code § 1714 and *American Motorcycle Assn. v. Superior Court* (1978) 20 Cal.3d 578.)

"Equitable indemnity principles govern the allocation of loss or damages among multiple tortfeasors whose liability for the underlying injury is joint and several." (*Expressions, supra,* 86 Cal.App.4th at 1139.) Equitable indemnity does not require a contractual relationship between and indemnitor and indemnitee because such indemnity "is premised on a joint legal obligation to another for damages." (*Prince v. Pacific Gas & Electric Co.* (2009) 45 Cal.4th 1151, 1158 [citations omitted].) Equitable indemnity is subject to allocation of fault principles and comparative equitable apportionment of loss. (*Ibid.*) A party's liability for equitable indemnity is based on its proportional share of responsibility for the damages to the injured party. (*Prince v. Pacific Gas & Electric Co.* (2009) 45 Cal.4th 1151, 1165.) A claim for equitable indemnity requires a showing that the indemnitor was negligent and the indemnitor's negligence contributed as a substantial factor in causing the plaintiff's harm. (CACI No. 3800; *Expressions, supra,* 86 Cal.App.4th at 1139.)

"[I]n the absence of a contrary statutory command, a cause of action for equitable indemnity does not come into existence until the indemnitee has suffered loss through payment." (*Mangini v. Aerojet-General Corp.* (1991) 230 Cal.App.3d 1125, 1154.) "California cases have generally 'approved a broad and liberal interpretation of [Code Civ. Proc., section 428.10's predecessor] to permit a declaration of the rights and liabilities of all parties involved in a particular case.'" (*Santa Barbara Channelkeeper v. City of San Buenaventura* (2018) 19 Cal.App.5th 1176, 1187, quoting *Valley Circle Estates v. VTN Consolidated, Inc.* (1983) 33 Cal.3d 604, 612, fn. 4.) When cross-complaining for equitable indemnity for a loss not yet incurred, the equitable indemnity cause of action properly takes the form a claim for declaratory relief. (*Valley Circle Estates*, *supra,* 33 Cal.3d at 612.)

Plaintiff does not have the unilateral right to determine which defendant or defendants should be included in an action, and defendants have the right to cross complain for equitable indemnity on a comparative fault basis. (*Evangelatos v. Superior Court* (1988) 44 Cal.3d 1188, 1197.) "As part of the comparative equitable indemnity doctrine, a defendant who is sued has a right to bring in other tortfeasors who are allegedly responsible for plaintiff's action through a cross-complaint or by a separate complaint for equitable indemnification." (*Gem Developers v. Hallcraft Homes of San Diego, Inc.* (1989) 213 Cal.App.3d 419, 428.)

D. Implied Indemnity

Implied contractual; indemnity is viewed as a form of equitable indemnity subject to the rules governing equitable indemnity claims. (*Prince, supra,* 45 Cal.4th at 1157, 1165.) Implied contractual indemnity "presupposes a contractual relationship that supports a right to indemnification not rooted in an express contract term." (*Jocer Enterprises, Inc. v. Price* (2010) 183 Cal.App.4th 559, 573, citing *Prince, supra,* 45 Cal.4th at 1159.)

E. Declaratory Relief

C.C.P section 1060 delineates the circumstances that allow a person to request declaratory relief. "Declaratory relief operates prospectively, and not merely for the redress of past wrongs. It serves to set controversies at rest before they lead to repudiation of obligations, invasion of rights or commission of wrongs; in short, the remedy is to be used in the interests of preventive justice, to declare rights rather than execute them." (*SJJC Aviation Services, LLC v. City of San Jose* (2017) 12 Cal.App.5th 1043, 1062 [internal quotations omitted].) "Strictly speaking, a general demurrer is not an appropriate means of testing the merits of the controversy in a declaratory relief action because plaintiff is entitled to a declaration of his rights even if it be adverse." (*Taschner v. City Council* (1973) 31 Cal.App.3d 48, 57.) "However, where the issue is purely one of law, if the reviewing court agreed with the trial court's resolution of the issue it would be an idle act to reverse the judgment of dismissal for a trial on the merits." (*Arroyo v. Regents of University of California* (1975) 48 Cal.App.3d 793, 796.) Even where it may be decided as an issue of law, sustaining of the demurrer is discretionary. (*Moss v. Moss* (1942) 20 Cal.2d 640, 643.) "It is not essential to entitle a plaintiff to seek declaratory relief, that he should establish his right to a favorable declaration. The purpose of the declaratory judgment is to 'serve some practical end in quieting or stabilizing an uncertain or disputed jural relation.'" (*Columbia Pictures Corp. v. De Toth* (1945) 26 Cal.2d 753, 760.)

III. Analysis

A. Requests 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.) The court may take judicial notice of records of any court record of California, the U.S., or any other state. (Evid. Code § 452(d).) Courts may "take judicial notice of the *existence* of judicial opinions and court documents, along with the truth of the results reached—in the documents such as orders, statements of decision, and judgments—but cannot take judicial notice of the truth of hearsay statements in decisions or court files, including pleadings, affidavits, testimony, or statements of fact." (*People v. Harbolt* (1997) 61 Cal.App.4th 123, 126–127 [citations omitted]; Evid. Code §§ 452(d), 453.)

1. WCR's Request

In support of its demurrer, WCR requests judicial notice of seven documents: (1) Pacatte's Complaint filed October 10, 2024; (2) Pacatte's Cross-Complaint filed April 2, 2025; (3) ANP's First Amended Cross-Complaint filed February 27, 2025; (4) Pacatte's Mechanic's Lien filed on July 22, 2024 with its Complaint against ANP; (5) Judaical Council of California Civil Jury Instructions ("CACI") 3800, (6) CACI 3801, and (7) CACI 451. The requests are **GRANTED** but the Court does not take notice of the truth of the contents of these documents.

2. Pacatte's Request

In support of its Opposition, Pacatte requests judicial notice of the December 29, 2025, Amendment to the Cross-Complaint substituting WCR for DOE No. 32 and Pacatte's Request for Dismissal filed on May 29, 2026. Pacatte's requests are **GRANTED** but the Court does not take notice of the truth of the contents of these filings.

B. The Cross-Complaint is Not Uncertain

The Cross-Complaint is not so incomprehensible that WCR cannot reasonably respond. (*Morris, supra,* 78 Cal.App.5th at 292.) WCR can reasonably determine what issues must be admitted or denied and what counts or claims are directed at WCR. Therefore, the demurrer is **OVERRULED** on the basis of uncertainty pursuant to C.C.P. section 430.10(f).

C. First Cause of Action – Express Contractual Indemnity

In its Opposition, Pacatte maintains that it inadvertently named WCR in the First Cause of Action and subsequently filed a Request for Dismissal on May 29, 2026, dismissing WCR as to the First Cause of Action. (Pacatte RJN, Exhibit 2.) Therefore, the demurrer is **OVERRULED as MOOT** as to the First Cause of Action.

D. Second Cause of Action – Equitable Indemnity and Contribution

WCR argues that the Cross-Complaint does not plead the specific duty WCR owed or how such duty proximately caused the concrete slab cracking, which is insufficient to show that WCR is a joint tortfeasor and renders any alleged causation as conclusory. WCR further argues that it lacks privity with Pacatte and indemnity runs through Pacatte's direct subcontractors, North Coast Concrete and F&M Steel. WCR contends that equitable indemnity cannot be premised on a condition that the prime contract recognizes as an inherent risk.

In Opposition, Pacatte contends that its incorporation of the ANP's First Amended Cross-Complaint ("FACC") to its Cross-Complaint in its entirety is sufficient to plead facts constituting a cause of action against WCR because ANP's FACC details the concrete cracking and possible attributing factors, such as the wire mesh reinforcement. (ANP FACC, ¶¶ 11–13.)

A cross-complaint may incorporate by reference allegations contained in a complaint. (*Pine Terrace Apartments, L.P. v. Windscape, LLC* (2009) 170 Cal.App.4th 1, 18.) However, unlike the first amended complaint in *Pine Terrace Apartments*, here ANP's FACC does not describe DOE defendants at all, let alone as "Contractors" to give sufficient notice to WCR as to the claims against them or the alleged defects in the elevated concrete slab. (*Ibid.* [where the allegations in the first amended complaint that were incorporated by reference into the cross-complaint described DOE defendants as "Contractors" who performed specific tasks and "provided other services and work" and "so negligently and defectively developed, constructed and provided the services, work and materials for the Property ... as to directly cause numerous and pervasive defects and damages"].) The three causes of action in ANP's FACC are only alleged against Pacatte, not the DOES. Therefore, Pacatte may not rely on its incorporation of ANP's FACC to the Cross-Complaint bolster its claim of equitable indemnity against WCR.

Pacatte's Cross-Complaint itself alleges that Cross-Defendants, which includes WCR (Pacatte's Cross-Complaint at ¶ 6), engaged in tortious conduct and the resulting damages alleged in ANP's FACC was proximately caused by the fault or liability of Cross-Defendants. (Pacatte's Cross-Complaint, ¶ 25.) However, the Court does not find these allegations to be sufficient to state a cause of action for negligence against WCR as Pacatte's Cross-Complaint does not sufficiently plead duty. The Court disagrees with WCR that the lack of alleged privity defeats Pacatte's claim for equitable indemnity. WCR further states that "equitable indemnity cannot be premised on a condition that the prime contract recognizes as an inherent risk" but does not provide any legal authority supporting this contention. The specificity WCR is demanding from Pacatte's Cross-Complaint is beyond the scope at demurrer, but the Court agrees that Pacatte's Cross-Complaint does not sufficiently plead negligence as required. The Court further notes that WCR's references to itself as a "little vendor" and its supposed "underrepresent[ation]" are not persuasive to the Court and are futile to the substance of the demurrer.

Furthermore, California law holds that a cause of action for equitable indemnity accrues "at the time the indemnity claimant suffers loss or damage—that is, at the time of payment of the underlying claim." (*Jocer Enterprises, Inc., supra,* 183 Cal.App.4th at 574, quoting *Southern Pacific Transportation Co. v. Ohbayashi America Corp.* (1983) 147 Cal.App.3d 233, 238–239.) Pacatte has failed to plead that it has suffered loss or damages, i.e., payment of the underlying claim, for this cause of action to accrue. Therefore, the demurrer is **SUSTAINED** as to the Second Cause of Action.

E. Third Cause of Action – Implied Indemnity

WCR argues the Third Cause of Action fails for the same reason equitable indemnity fails: no pleaded duty or breach particular to WCR, no facts establishing WCR's comparative fault, and no nonconclusory causal linkage to the ANP's alleged damages. In Opposition, Pacatte concedes that it did not have a contract with WCR, but that WCR had a contract with North Coast to perform a portion of the work that North Coast contracted with Pacatte. However, Pacatte is required to plead that there was an agreement between Pacatte and WCR or some basis giving rise to WCR's responsibility, which the Cross-Complaint fails to plead. (CACI No. 3801.) Furthermore, as with equitable indemnity, a claim for implied contractual indemnity accrues "at the time the indemnity claimant suffers loss or damage—that is, at the time of payment of the underlying claim." (*Jocer Enterprises, Inc., supra,* 183 Cal.App.4th at 574, quoting *Southern Pacific Transportation Co. v. Ohbayashi America Corp.* (1983) 147 Cal.App.3d 233, 238–239.) Pacatte has failed to plead that it has suffered loss or damages for this cause of action to accrue. Thus, the demurrer is **SUSTAINED** as to the Third Cause of Action.

F. Fourth Cause of Action – Declaratory Relief

When cross-complaining for equitable indemnity for a loss not yet incurred, the equitable indemnity cause of action properly takes the form a claim for declaratory relief. (*Valley Circle Estates*, *supra,* 33 Cal.3d at 612.) However, as determined above, Pacatte has failed to adequately plead its causes of action for equitable indemnity and implied contractual indemnity, which are the bases of this cause of action. Therefore, the demurrer to the Fourth Cause of Action is **SUSTAINED**.

G. Leave to Amend is Granted

Based on the foregoing, the Court **GRANTS** leave to amend, finding that there is some reasonable possibility the defects discussed above may be cured through amendment. (*The Swahn Group, Inc., supra,* 183 Cal.App.4th at 852.)

H. Attorney's Fees are Denied

In its demurrer, WCR makes a request for attorney's fees and costs in defending against these allegedly meritless claims. Again, WCR provides no legal authority that it moves under or any authority authorizing the Court to award sanctions at demurrer. The request is **DENIED**.

IV. Conclusion

WCR's demurrer to Pacatte's Cross-Complaint is **SUSTAINED in part** and **OVERRULED in part**. The demurrer as to the First Cause of Action is **OVERRULED as MOOT**. The demurrer as to the Second, Third, and Fourth Causes of Action is **SUSTAINED *with* leave to amend**.

Pacatte shall file an amended Cross-Complaint no later than thirty (30) days from notice of entry of an order on this motion.

WCR's counsel is to submit a written proposed order on its motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

3. 24CV07606, Oswald v. American Honda Motor Co, Inc.

Defendant American Honda Motor Co., Inc. ("Honda") moves to compel the deposition of Plaintiff Andrew Oswald ("Plaintiff") and production of documents and sanctions pursuant to C.C.P. section 2025.450. The motion is **DENIED** in its entirety.

I. Factual & Procedural History

This action arises out of alleged violations of the Song-Beverly Act. (See Complaint, filed December 16, 2024.) This Court has heard various discovery motions in this matter and Honda now seeks to compel Plaintiff's attendance at a deposition and production of documents. On September 19, 2025, Honda noticed Plaintiff's deposition for October 22, 2025. (Fernandez Decl., ¶ 2 & Exhibit A.) Plaintiff objected to this deposition on October 14, 2025. (Fernandez Decl., ¶ 3.) After meeting and conferring, the parties agreed on a new deposition date of January 9, 2026, and Honda served an amended notice of deposition for January 9, 2026. (Fernandez Decl., ¶¶ 4–5 & Exhibits B–C.) Even though Plaintiff confirmed he would appear on January 9, Plaintiff's counsel informed Defendant's counsel on January 6, 2026, that Plaintiff had a medical procedure scheduled for January 8, 2026, and would not attend the January 9th deposition. (Fernandez Decl., ¶¶ 6–7 & Exhibits D–E.) The deposition was postponed until January 12, 2026, based on meet and confer communications and Honda served a second amended notice of deposition for January 12, 2026. (Fernandez Decl., ¶¶ 8–9 & Exhibits F–G.) However, on January 9, 2026, Plaintiff's counsel advised Honda that Plaintiff was unavailable on January 12th. (Fernandez Decl., ¶ 10 & Exhibit H.) Honda argues Plaintiff failed to provide alternative dates and on January 20, 2026, Honda served a third amended notice of deposition for February 4, 2026. (Fernandez Decl., ¶¶ 11–12 & Exhibits I–J.) On January 26, 2026, Plaintiff's counsel advised Honda that Plaintiff could not appear on February 4, 2026. (Fernandez Decl., ¶ 13 & Exhibit K.) On January 30, 2026, Honda served a fourth amended notice of deposition for March 9, 2026, a date the parties agreed upon. (Fernandez Decl., ¶ 14 & Exhibit L.) Plaintiff appeared for his deposition on March 9, 2026, with outside counsel from Block Law Group appearing remotely on behalf of Plaintiff's counsel and did not produce any documents in response to the fourth amended notice of deposition. (Fernandez Decl., ¶ 15.) Honda proceeded with the deposition but ultimately suspended the deposition because Plaintiff was referencing documents not available to Honda and Plaintiff's counsel did not respond to Honda's request to meet and confer about this issue. (Fernandez Decl., ¶¶ 16–17 & Exhibit M.) Honda moves the Court to compel Plaintiff's deposition and production of documents and monetary sanctions.

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.

The Court may impose a monetary sanction for granting a motion to compel deposition unless it finds that the deponent or party the deponent is affiliated with 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.

III. Analysis

In Opposition, Plaintiff contends that he has already given his initial deposition and produced responsive documents. Therefore, Honda should have made the motion under C.C.P. section 2025.480. The Court agrees with Plaintiff that Section 2025.450 is inapplicable to the case at hand. It is undisputed that Plaintiff appeared on March 9, 2026, for his deposition, which proceeded until Honda suspended the deposition due to Plaintiff's reference to evidence that it did not have, such as police reports and repair orders. In its Reply, Honda also does not dispute Plaintiff's contention that the 32 requests for production made with the notice of deposition were identical requests Honda previously made in its RFPDs, which Plaintiff served verified written responses to and produced 95 pages of documents on October 21, 2025. (Canton Decl., ¶ 4.) Therefore, Honda cannot move under Section 2025.450, as Plaintiff's initial deposition has already occurred and the documents appear to have already been produced. Therefore, the motion to compel deposition and production of documents under 2025.450 is **DENIED**.

Furthermore, the inapplicability of Section 2025.450 renders the request for sanctions under this Section invalid. Honda also moves for sanctions under Sections 2023.010 and 2023.030 of the Discovery Act but fails to justify the request of $1,000.00 in attorney's fees requested via declaration as required by Section 2023.040. The Fernandez Declaration does not state any facts justifying $1,000 in attorney's fees, such as how many hours were spent preparing the motion and counsel's hourly rate or justification for such rate based on counsel's experience. Sanctions are **DENIED**. The Civil Discovery Act of 1986's central precept is that civil discovery should be essentially self-executing. (*Clement v. Alegre* (2009) 177 Cal.App.4th 1277, 1281.) Counsel has failed to uphold this principle necessitating Court intervention on several occasions. The Court will not tolerate discovery gamesmanship from any party.

IV. Conclusion

The motion is **DENIED** in its entirety.

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).

4. 25CV05878, JpMorgan Chase Bank N.A. v. Fleak

Plaintiff JPMorgan Chase Bank, N.A. ("Plaintiff") moves the Court to vacate the dismissal entered on December 10, 2025, pursuant to C.C.P. section 664.6 for Defendant Steve Fleak'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 $5,193.42 against Defendant for the outstanding debt. Plaintiff's request for judicial notice is **GRANTED**.

I. Procedural History

On August 26, 2025, Plaintiff filed the Complaint against Defendant for debts owed to Plaintiff. On November 20, 2025, Plaintiff filed a Stipulation Agreement between the parties. Pursuant to the Agreement, Defendant would make monthly payments to Plaintiff, totaling $7,358.42 to satisfy the judgment amount. (See Plaintiff's Request for Judicial Notice, Exhibit A ["Stipulation Agreement'].) Plaintiff then filed a notice of dismissal without prejudice on December 10, 2025, and the Court dismissed the action.

In accordance with the Stipulation Agreement, judgment was stayed for Defendant's timely payments of the following: one-time payment of $445.0 on or before October 31, 2023, minimum monthly payments of $430.00 on or before the 28th day of each month starting November 28, 2025, and a payment of the remaining balance due in the final month to pay off the judgment amount. (Stipulation Agreement, ¶ 4.) Defendant's last monthly payment was received on February 27, 2026, and has therefore defaulted on his monthly payments under the Stipulation Agreement. (DiPiero Decl., ¶4.) The current balance Defendant owes is $5,193.42 ($7,358.42 less Defendant's $2,165.00 in payments to date). (DiPiero Decl., ¶¶ 5–6.) Defendant's counsel was served with the moving papers on May 14, 2026, and served with the hearing date on May 20, 2026, but has not opposed the motion. (See Proofs of Service, dated May 14, 2026, and 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 their request for judicial notice ("RJN") on May 14, 2026, with the Stipulation attached as the only exhibit and Plaintiff filed an amended request for judicial notice on May 20, 2026. Upon the Court's review, the only difference between the original RJN and the amended RJN is that the amended RJN contained the August 7th hearing date. Plaintiff's amended RJN is **GRANTED**.

B. Defendant Has Defaulted on His 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 $5,193.42 after he defaulted on his payment obligations. The Court retained jurisdiction of this matter under Section 664.6 pursuant to the Stipulation Agreement. (Stipulation Agreement, ¶ 7.). Per 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 $5,193.42 against Defendant, for the remaining debt owed.

IV. Conclusion

The motion is **GRANTED** pursuant to C.C.P. section 664.6. The December 10, 2025, dismissal is **VACATED**. Judgment shall be entered in the amount of **$5,193.42** 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.*****