1. MANFREDI v. LAKELAND VILLAGE OWNERS ASSN., ET AL., 25CV1279

Motion to Quash Subpoena *Duces Tecum*

On February 27, 2026, pursuant to Code of Civil Procedure section 1987.1, defendants Lakeland Village Owners Association ("LVOA"), Gary Cerio, J. Michael Benson, Allen Gribnau, Carol McInnes, Ron Armijo, Bonnie Boswell, Michael Johnston, Felix Wannenmacher, The Helsing Group, and Andrew Hay (collectively, "defendants") filed a motion to quash plaintiffs Alberto Manfredi's, Melissa Manfredi's, Paul O'Donnell's, and Abhijit Indap's (collectively, "plaintiffs") subpoena *duces tecum* directed to non-party Baydaline & Jacobsen LLP ("Baydaline"), which serves as general counsel for defendant LVOA. Pursuant to Code of Civil Procedure section 1987.2, defendants also request the court to award attorney fees and costs incurred in bringing the instant motion in the total amount of $5,757.50 on the grounds that plaintiffs' subpoena was oppressive and issued without substantial justification. Defense counsel declares that, on February 25, 2026, her office attempted to meet and confer with plaintiffs via telephone but received no response.[1] (Strimling Decl., ¶ 3.)

On April 10, 2026, plaintiffs filed a timely opposition. On April 17, 2026, defendants filed a timely reply. Also on April 17, 2026, plaintiffs filed an objection to defendants' reply brief on the grounds that it improperly raises two new arguments for the first time.

1. Plaintiffs' Objection to Defendants' Reply Brief

Plaintiffs object to the following arguments in defendants' reply brief: (1) that plaintiffs should have filed a motion to compel further responses rather than issuing the subpoena at issue; and (2) that the subpoena lacks temporal proximity because it reaches back to 2019 while plaintiffs' complaint alleges wrongdoing beginning in late 2022.

[1] The court notes there is no meet and confer requirement before filing a motion to quash under Code of Civil Procedure section 1987.1.

The court overrules plaintiffs' objection. Neither of these arguments are new material raised for the first time in defendants' reply brief. The first issue rebuts plaintiffs' opposition argument that defendants' discovery responses were insufficient. The second issue, regarding temporal proximity, was raised in defendants' opening brief, albeit defendants did not specifically note the years 2019 or 2022. Defendants' opening brief challenges the subpoena, in part, on the grounds that it is overbroad and unduly burdensome, as it seeks categories of documents "spanning multiple years." (Mtn. at 8:13.) Therefore, plaintiffs were put on notice that defendants were challenging the subpoena, in part, based on temporal proximity.

2. Legal Principles

"If a subpoena requires … the production of books, documents, electronically stored information, or other things … at the taking of a deposition, the court, upon motion reasonably made by any person described in subdivision (b) [including a party to the action], … may make an order quashing the subpoena entirely, modifying it, or directing compliance with it upon those terms or conditions as the court shall declare, including protective orders." (Code Civ. Proc., § 1987.1, subds. (a), (b).)

3. Discussion

3.1. Procedural Defects

The subpoena fails to identify the name of the deposition officer. (Code Civ. Proc., § 2020.420.) Instead, the subpoena states, "Not applicable – records only subpoena to Evidence Code Sec. 1560." The default rule under Code of Civil Procedure section 2020.430, subdivision (a) is that the custodian of records shall deliver the requested records and affidavit of compliance to the deposition officer specified in the subpoena. This rule does not apply if the subpoena directs the deponent to make the records available for inspection or copying at the witness's business address under Evidence Code section 1560, subdivision (e). (Code Civ. Proc., § 2020.430, subd. (e).) In this case, however, Paragraph 1 of the subpoena does not direct the deponent to make

the records available for inspection or copying at the witness's business address; in fact, the subpoena does not specify any method of production.

Next, the subpoena fails to identify the date of production. (Code Civ. Proc., § 2020.410, subd. (b).) Rather, the subpoena states production shall be made "20 days after service."

Attachment 3 to the subpoena, which identifies the records to be produced, fails to "designate the business records to be produced either by specifically describing each individual item or by reasonably particularizing each category of item." (Code Civ. Proc., § 2020.410, subd. (a).) It is not reasonable to describe documents by categories which require the responding party to determine (at risk of sanctions) which of its extensive records fit a demand that asks for everything in its possession relating to a specific topic. (See *Calcor Space Facility*, *Inc. v. Superior Court* (1997) 53 Cal.App.4th 216, 222.) Virtually all of the requests in Attachment 3 request documents in the witness's possession relating to various topics. The court includes the first three requests below (with emphasis added) for illustration:

1. Produce all non-privileged engagement letters, retention agreements, or written confirmations of representation prepared by or transmitted to Baydaline & Jacobsen LLP *that memorialize the engagement of Baydaline & Jacobsen LLP by Lakeland Village Owners Association ("LVOA")*, *The Helsing Group, Inc., or any individual LVOA Board member*, *limited to documents that identify (a) the client entity or individual*, *(b) the effective date of the engagement*, *and (c) the stated scope of representation.*
2. Produce all non-privileged documents prepared by or transmitted to Baydaline & Jacobsen LLP *for any matter involving Lakeland Village Owners Association*, *limited to documents that state whether the retention was by LVOA*, *an insurance carrier*, *or another third party.*

3. Produce all non-privileged documents prepared by or transmitted to Baydaline & Jacobsen LLP *that identify the person or entity responsible for payment of Baydaline & Jacobsen LLP's legal fees or costs in any LVOA-related matter*, *limited to documents that state whether payment was insurer-funded*, *owner-funded*, *self-funded by LVOA*, *or paid by another third party.*

Similar to *Calcor Space Facility*, the burden is sought to be imposed on Baydaline to search its extensive files to see what it can find to fit plaintiffs' definitions, instructions and categories. (*Calcor Space Facility*, *supra*, 53 Cal.App.4th at p. 222.) This does not constitute "reasonable" particularity. (*Ibid.*)

Lastly, the court notes that the subpoena requests records pertaining to consumers (e.g., unnamed insurance carriers and unnamed third parties). Yet, there is no proof of service of notice to the consumers, as required under Code of Civil Procedure section 1985.3, subdivision (c)(2).

3.2. Substantive Defects

In addition to the procedural defects outlined above, defendants argue that the subpoena is overbroad and unduly burdensome, especially where it seeks to obtain documents protected by the attorney-client privilege, the attorney work-product doctrine, and the right of privacy.

Plaintiffs' counter that the subpoena limits the requests to "all non-privileged" documents. But defendants' argument, essentially, is that there are no non-privileged documents responsive to the requests. Plaintiffs claim that, under Code of Civil Procedure section 2031.240, defendants are obligated to produce a privilege log to establish the claims of attorney-work product and attorney-client privilege. (Opp. at 19:2–3.) That code section, however, applies to a party's response to a demand for production of documents under Code of Civil Procedure section 2031.010, et seq. Code of Civil Procedure section 1987.1, governing the instant motion to quash, does not require the party challenging the subpoena to produce a privilege log.

The court finds that a majority, if not all, of the requests call for privileged documents, even though the requests state they are expressly limited to non-privileged documents. Therefore, the court grants the motion to quash in its entirety. (Code Civ. Proc., § 1987.1, subd. (a).)

The court briefly addresses some of the parties' remaining arguments.

Citing to *Spectra-Physics*, *Inc. v. Superior Court* (1988) 198 Cal.App.3d 1487, defendants argue that discovery directed to opposing counsel is permitted only in limited circumstances. Although Baydaline is general counsel for LVOA (and LVOA is an opposing party), Baydaline is not "opposing counsel" as contemplated by the *Spectra-Physics* court, because Baydaline is not LVOA's attorney of record in the instant litigation.

Plaintiffs argue that no other means exist to obtain the documents requested from Baydaline because "every defendant produced zero documents [in response to written discovery] and every defendant identified 'Association records' as the source of responsive information." (Opp. at 10:20–22.) As defendants' correctly point out, the Civil Discovery Act authorizes the propounding party to file a motion to compel further responses where the response is deficient.

Plaintiffs argue that defendants should be judicially estopped from moving to quash the subpoena because it is inconsistent with the position defendants took in response to plaintiffs' written discovery, wherein defendants allegedly stated that responsive information is contained in "Association records" or is "equally available to Plaintiffs through discovery directed to the Association or other parties." However, these are not inconsistent positions.

3.3. Sanctions

Subject to an exception not applicable here, section 1987.2 provides that, "in making an order pursuant to motion made ... under Section 1987.1, the court may in its discretion award the amount of the reasonable expenses incurred in making or

opposing the motion, including reasonable attorney's fees, if the court 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." (Code Civ. Proc., § 1987.2, subd. (a).)

The court declines to impose sanctions as requested. The court does not find that plaintiffs opposed the motion in bad faith or without substantial justification. Although one or more of the requirements of the subpoena may have been oppressive, the court finds that quashing the subpoena in its entirety is sufficient relief in this case.

TENTATIVE RULING # 1: DEFENDANTS' MOTION TO QUASH PLAINTIFFS' SUBPOENA DIRECTED TO BAYDALINE & JACOBSON LLP IS GRANTED IN ITS ENTIRETY. HOWEVER, THE COURT DECLINES TO IMPOSE SANCTIONS. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

2. MATTER OF STONE, 26CV0581

OSC Re: Name Change

TENTATIVE RULING # 2: ABSENT OBJECTION, PETITION IS GRANTED.

3. MATTER OF HULL, 26CV0624

OSC Re: Name Change

TENTATIVE RULING # 3: ABSENT OBJECTION, PETITION IS GRANTED.

4. JACKSON v. PG&E CORP., ET AL., 24CV2285

Application for Good Faith Settlement

On June 2, 2025, defendant Mountain F. Enterprises, Inc. ("MFE") filed a notice that it reached a settlement with plaintiff Nancy Jackson and filed an application for a determination of the good faith of the settlement pursuant to Code of Civil Procedure section 877.6. In support of its application, MFE submitted declarations from Kelly Haas (the first declaration from Ms. Haas was filed in the same document as the application on June 2, 2025; a separate declaration from Ms. Haas was filed on February 18, 2026), Erik Bunge (filed June 25, 2025), and John Sayre (filed August 12, 2025).

On June 26, 2025, defendants Pacific Gas and Electric Company and PG&E Corporation ("PG&E defendants") filed a timely motion contesting the good faith of the settlement. On June 27, 2025, defendant/cross-complainant Clear Path Utility Solutions, LLC filed a separate, timely motion contesting the good faith of the settlement. On August 22, 2025, the court continued the hearing on both motions to allow the contesting defendants to engage in discovery regarding the *Tech-Bilt*[2] factors. Recently, the contesting defendants withdrew both of their motions (Clear Path filed a notice of withdrawal of its motion on April 13, 2026, and the PG&E defendants filed a notice of withdrawal of their motion on April 14, 2026).

1. Legal Principles

The procedure for a good faith settlement determination is set forth in Code of Civil Procedure section 877.6, subdivision (a)(2). In an action in which it is alleged that two or more parties are joint tortfeasors or co-obligors on a contract debt, "a settling party may give notice of settlement to all parties and to the court, together with an application for determination of good faith settlement and a proposed order." (Code Civ. Proc., § 877.6, subd. (a)(2).) "The application shall indicate the settling parties, and

[2] *Tech-Bilt*, *Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488.

the basis, terms, and amount of settlement." (*Ibid.*) After such an application is made, "a nonsettling party may file a notice of motion to contest the good faith of the settlement." (*Ibid.*)

A good faith determination " 'bar[s] any other join tortfeasor or co-obligor from any further claims against the settling tortfeasor or co-obligor for equitable comparative contribution, or partial comparative indemnity, based on comparative negligence or comparative fault.' ([Code Civ. Proc.,] § 877.6, subd. (c).)" (*Cahill v. San Diego Gas & Electric Co.* (2011) 194 Cal.App.4th 939, 959.)

2. Discussion

In its application for good faith settlement, MFE states: "Plaintiff's Complaint only pleads two Incidents against Settling Defendant involving damage to two milled logs and a Christmas tree. Said settlement in the amount of $12,000.00 settles Plaintiff's respective claims for the damage to the two milled logs and the removal of the Christmas tree. Thus, the amount of the settlement is fair and reasonable consideration for the compromise, release, and waiver of Plaintiff's claims against the Settling Defendant as Settling Defendant's alleged involvement only concerns two milled logs and one Christmas tree out of the total 120 trees and 30 milled logs allegedly damaged." (App. at 8:18–24.)

Having read and considered the application and supporting documents, and given MFE's minimal involvement in plaintiffs' total alleged injury, the court finds that MFE's settlement in the amount of $12,000.00 is reasonable and made in good faith. The application is granted.

TENTATIVE RULING # 4: DEFENDANT MOUNTAIN F. ENTERPRISE'S APPLICATION FOR GOOD FAITH SETTLEMENT IS GRANTED. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED

ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.