1. WEHBE v. CARDINAL FINANCIAL CO., ET AL., 25CV0635

Motion for Judgment on the Pleadings

This is a wrongful foreclosure action. On June 15, 2026, pursuant to Code of Civil Procedure section 438, defendant Cardinal Financial Company, LP ("defendant") filed a motion for judgment on the pleadings. Defense counsel declares she met and conferred with plaintiff prior to filing the motion in compliance with Code of Civil Procedure section 439. (Goldberg Decl., ¶ 2.)

On August 10, 2026, plaintiff filed a timely opposition. On August 14, 2026, defendant filed a timely reply.

1. Request for Judicial Notice

Pursuant to Evidence Code section 452, subdivision (c), the court grants defendant's request to take judicial notice of Exhibit A (recorded deed of trust) and Exhibit B (recorded notice of default).

Defendant also asks the court to take judicial notice of Exhibit C, plaintiff's declaration filed May 7, 2026, in the instant action in support of his application for preliminary injunction (Exhibit C is a total of 39 pages: plaintiff's declaration is three pages and there are 11 exhibits attached thereto). The court can certainly take judicial notice of the declaration itself because it is a court pleading. (Evid. Code, § 452, subd. (d).) Generally, the court may not take judicial notice of the truth of the matters asserted therein. However, a court may take judicial notice of a party's admissions or concessions in cases where the admission " 'cannot reasonably be controverted,' " such as in answers to interrogatories or requests for admission, or in affidavits and declarations filed on the party's behalf. (*Arce v. Kaiser Foundation Health Plan*, *Inc.* (2010) 181 Cal.App.4th 471, 485; *Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604–605 ["The court will take judicial notice of records such as admissions, answers to interrogatories, affidavits, and the like, when considering a demurrer, only where they contain statements of the plaintiff or his agent which are inconsistent with the allegations of the pleading before the court."].)

Here, the court grants defendant's request to take judicial notice of the content of plaintiff's declaration, but only to the extent that it is relevant to the instant motion. The judicially noticed content shall include the following portions of plaintiff's declaration only (not the exhibits to plaintiff's declaration): (1) "On April 4, 2024, ServiceMac sent me an assistance/modification packet, and I submitted the completed documents in good faith;" (2) "I was then required to restart the entire modification process from the beginning — with Cardinal Financial, not ServiceMac. I provided all documentation including monthly income statement (MIS) as requested but received an 'Incomplete Application' noticed dated June 26, 2024;" and (3) "I then successfully submitted all required documents and Cardinal Financial acknowledges receipt of a complete mortgage assistance package, but the package closed same day it was accepted." (Request for Judicial Notice ("RJN") Ex. C, ¶ 5, subds. (c), (e), (f).)

2. Legal Principles

A motion for judgment on the pleadings serves the same function as a general demurrer. (*Smiley v. Citibank* (1995) 11 Cal.4th 138, 145–146.) A motion by a defendant can be made on the ground that the complaint, or any cause of action therein, "does not state facts sufficient to constitute a cause of action against that defendant." (Code Civ. Proc., § 438, subd. (c)(1)(B)(ii).) The grounds for a judgment on the pleadings must appear on the face of the challenged pleading or be based on facts the court may judicially notice. (Code Civ. Proc., § 438, subd. (d); *Tung v. Chicago Title Co.* (2021) 63 Cal.App.5th 734, 758–759.)

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3. Discussion

4.1. Civil Code section 2923.5

Civil Code section 2923.5[1] requires a mortgage servicer to contact a borrower to assess their financial situation and explore options to avoid foreclosure before recording a notice of default. In order to state a cause of action under California's Homeowner Bill of Rights ("HBOR"), the alleged violation must be "material." (*Billesbach v. Specialized Loan Servicing LLC* (2021) 63 Cal.App.5th 830, 837.) "A material violation is one that affected the borrower's loan obligations, disrupted the borrower's loan-modification process, or otherwise harmed the borrower." (*Ibid.*) At the pleading stage, the court asks whether the alleged violation undermined the overall purpose of the HBOR. (*Id.*, at p. 846 ["the HBOR creates no liability for a technical violation that does not thwart its purposes"].)

In this case, defendant recorded its notice of default on December 22, 2025. (RJN, Ex. B.)

The court has taken judicial notice of the following portions of plaintiff's declaration filed in this case on May 7, 2026, in support of his application for preliminary injunction: (1) "On April 4, 2024, ServiceMac sent me an assistance/modification packet, and I submitted the completed documents in good faith;" (2) "I was then required to restart the entire modification process from the beginning — with Cardinal Financial, not ServiceMac. I provided all documentation including monthly income statement (MIS) as requested but received an 'Incomplete Application' noticed dated June 26, 2024;" and

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[1] Civil Code section 2923.5 states that a mortgage servicer "shall not record a notice of default pursuant to Section 2924 until ... [e]ither 30 days after initial contact is made as required by paragraph (2) or 30 days after satisfying the due diligence requirements as described in subdivision (e)." (*Id.*, subd. (a)(1).) Paragraph (2) requires the mortgage servicer to contact the borrower by phone or in person and to assess the borrower's financial situation and to explore options to avoid foreclosure. The servicer shall advise the borrower she has the right to a later meeting, to occur within 14 days. The servicer must also provide the toll-free number for HUD.

(3) "I then successfully submitted all required documents and Cardinal Financial acknowledges receipt of a complete mortgage assistance package, but the package closed same day it was accepted." (RJN Ex. C, ¶ 5, subds. (c), (e), (f).)

These admissions in plaintiff's declaration contradict the allegations in his complaint that defendant "failed to contact Plaintiffs [sic] to discuss his options prior to foreclosure and further failed to even attempt with due diligence to contact Plaintiff." (Comp., RJN Ex. C, ¶ 5, subds. (c), (e), (f); Compl., ¶ 18.) Therefore, the court disregards said allegations in plaintiff's complaint and finds that plaintiff fails to allege facts sufficient to state a cause of action against defendant under Civil Code section 2923.5.

Despite the admissions in plaintiff's declaration, it remains unclear as to whether defendant contacted plaintiff using one of the required methods (i.e., telephone or in person). (Civ. Code, § 2923.5, subd. (a)(2)(A).) Even assuming, however, that defendant failed to contact plaintiff using one of the required methods, the court finds that the alleged violation of Civil Code section 2923.5 in this case would not be "material" where plaintiff actually spoke with the servicer about loan modification options prior to the recordation of the notice of default because the statute's core purpose has been fulfilled. (See, *Schmidt v. Citibank, N.A.* (2018) 28 Cal.App.5th 1109, 1123–1124, fn. 7.) Plaintiff clearly alleges that he discussed potential options to avoid foreclosure with defendant. And, defendant did not record the notice of default until over a year after plaintiff submitted his loan modification.

The motion is granted as to this cause of action. Because there is no reasonable possibility that amendment will cure the defect, the court denies leave to amend. (Code Civ. Proc., § 438, subd. (h)(2); *People v. $20,000 U.S. Currency* (1991) 235 Cal.App.3d 682, 692.)

4.2. Civil Code section 2923.7

Civil Code section 2923.7 requires a mortgage servicer to provide a borrower a single point of contact for discussions regarding foreclosure prevention alternatives when the borrower requests one. (Civ. Code, § 2923.7.) California enacted Civil Code section 2923.7 as part of its attempt "to eliminate the practice of dual tracking and to ameliorate its effects, by requiring lenders and loan servicers to designate a 'single point of contact' for each borrower in default. [Citations.]" (*Jolley v. Chase Home Fin., LLC* (2013) 213 Cal.App.4th 872, 904.) As previously stated, the alleged violation must be "material."

Defendant argues that (1) plaintiff did have a single point of contact; and alternatively, (2) "[b]ecause Plaintiff was able to complete the loan modification review process, any alleged violation of [Civil Code section] 2923.7 was immaterial." (Mtn. at 7:14–15.)

The court rejects defendant's argument that plaintiff had a single point of contact. Defendant cites the portion of plaintiff's declaration which states, "I then successfully submitted all required documents and Cardinal Financial acknowledges receipt of a complete mortgage assistance package, but the package closed same day it was accepted." (RJN Ex. C, ¶ 5, subd. (f).) The court does not read plaintiff's declaration as establishing he had a single point of contact.

Additionally, the court is not persuaded that the alleged violation is not material. A "material" violation of the HBOR requiring mortgagee or home mortgage loan servicer to provide a borrower with a single point of contact in relation to the borrower's request for loan modification is one that affects the borrower's loan obligations, disrupts the borrower's loan modification process, or otherwise harms the borrower. (*Morris v. JPMorgan Chase Bank, N.A.* (2022) 78 Cal.App.5th 279, 305–306.) Liberally construing the allegations of the complaint, as the court must do on this type of motion, the court cannot say as a matter of law that the alleged violation did not deprive plaintiff of a meaningful opportunity to be considered for a loan modification. Therefore, the court denies the motion as to this cause of action.

4.3. Business and Professions Code section 17200

Plaintiff’s claim of unfair business practices is premised on the alleged violations of Civil Code sections 2923.5 and 2923.7. Having denied the motion with respect to the alleged violation of Civil Code section 2923.7 (requiring a single point of contact), the court will also deny the motion as to the claim of unfair business practices.

TENTATIVE RULING # 1: THE MOTION IS GRANTED IN PART WITHOUT LEAVE TO AMEND AND DENIED IN PART. WITH RESPECT TO THE FIRST CAUSE OF ACTION (CIV. CODE, § 2923.5), THE MOTION IS GRANTED WITHOUT LEAVE TO AMEND. WITH RESPECT TO THE SECOND CAUSE OF ACTION (CIV. CODE, § 2923.7) AND THE THIRD CAUSE OF ACTION (BUS. & PROF. CODE, § 17200), THE MOTION IS DENIED.

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 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. MULLEN v. CRAZY BAKERY, LLC, 23CV1030

Motion to Correct Clerical Errors *Nunc Pro Tunc*

TENTATIVE RULING # 2: ABSENT OBJECTION, MOTION GRANTED AS REQUESTED. THE JUDGMENT ENTERED IN THIS CASE ON JUNE 27, 2023, AND THE ACKNOWLEDGMENT OF PARTIAL SATISFACTION OF JUDGMENT FILED ON MARCH 4, 2024, SHALL BOTH INSERT THE CORRECT NAME OF THE DEFENDANT, "CRAZY GOOD BAKERY AND CAFE, LLC" IN PLACE OF "CRAZY BAKERY, LLC." THIS ORDER IS AN ORDER *NUNC PRO TUNC*.

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.

3. STEPHENS v. LAUB LAW PLCC, ET AL., 25CV1050

Plaintiff's Motion to Compel Disclosure of Insurance Information

On June 25, 2026, plaintiff Jon C. Stephens ("plaintiff") filed a "Motion to Compel Separate Disclosure of Insurance Information" from defendants Joey Max Laub and Law Firm of Laub & Laub (collectively, "defendants"). Plaintiff brings the motion under Code of Civil Procedure sections 2017.210[2] and 2017.220.[3]

Defendants filed no opposition.

On December 26, 2025, plaintiff served defendants a "written insurance demand" but received no response. The demand states it is made pursuant to Code of Civil Procedure sections 2017.210 and 2017.220 and requests disclosure within 10 days of service of the "letter." (Pltf.'s Decl., Ex. 1.)

On February 10, 2026, pursuant to Code of Civil Procedure sections 708.020, 708.110, and 708.030 — each of which relate to discovery for purposes of enforcing a money judgment — plaintiff requested defendants to disclose various information within 10 days of the date of the "letter." (Pltf.'s Decl., Ex. 1.) The second demand incorrectly states that a judgment has been entered against defendants in this case. Additionally, plaintiff states, "I am providing you the opportunity to voluntarily disclose the information below."

In order to compel disclosure, however, a party must demonstrate that the responding party has failed to serve a valid response to a valid discovery request — e.g., interrogatories and/or request for production (see, Code Civ. Proc., §§ 2030, 2031 et

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[2] Code of Civil Procedure section 2017.210 expressly authorizes a party to "obtain discovery of the existence and contents of any agreement under which any insurance carrier may be liable to satisfy in whole or in part a judgment that may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment." (Code Civ. Proc., § 2017.210.)

[3] Code of Civil Procedure section 2017.220 authorizes certain discovery in cases alleging conduct that constitutes sexual harassment, sexual assault, or sexual battery. The statute appears to be inapplicable to the instant case.

seq.). Because plaintiff's written demands are not an authorized method of discovery under the Civil Discovery Act (see Code Civ. Proc., § 2019.010), defendants were not obligated to respond and the motion to compel is denied.

TENTATIVE RULING # 3: PLAINTIFF'S MOTION IS DENIED. 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.

4. MILLER v. HAEN CONSTRUCTORS, ET AL., 25CV2697

Motion for Attorney Withdrawal

This matter was continued from August 14, 2026. Due to a widespread power outage in the South Lake Tahoe, California, area on August 13, 2026, the court was unable to post its Civil Law and Motion Tentative Rulings for the August 14, 2026, calendar until the morning of the hearing.

Prior to the hearing, plaintiff requested a continuance. The court continued the hearing to August 21, 2026.

On July 2, 2026, plaintiff's attorney, R. Parker White, filed a motion to be relieved as counsel.

On August 11, 2026, plaintiff filed an untimely response, which the court has read and considered.

The court grants counsel's motion to withdraw from the case. The court, on its own motion, will continue the Case Management Conference (currently set for September 8, 2026) to October 20, 2026, to allow plaintiff additional time to retain another attorney.

TENTATIVE RULING # 4:

(A) PLAINTIFF'S ATTORNEY'S MOTION TO WITHDRAW IS GRANTED. COUNSEL'S WITHDRAWAL WILL BE EFFECTIVE AS OF THE DATE OF FILING PROOF OF SERVICE OF THE FORMAL, SIGNED ORDER UPON THE CLIENT.

(B) THE COURT, ON ITS OWN MOTION, CONTINUES THE CASE MANAGEMENT CONFERENCE (CURRENTLY SET FOR SEPTEMBER 8, 2026) TO 11:30 A.M., TUESDAY, OCTOBER 20, 2026, IN DEPARTMENT 12.

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 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.

5. NAT. CREDIT ACCEPTANCE v. OWEN, ET AL., SCL20070084

Motion to Vacate Judgment

On June 23, 2026, pursuant to Code of Civil Procedure section 473, subdivisions (b) and (d),[4] defendant Mike Owen ("defendant") filed a motion to vacate default judgment entered against him in this matter nearly 10 years ago on January 30, 2017. However, the motion is untimely (at least insofar as it is brought under Code of Civil Procedure section 473, subdivision (b)) and alleges no facts sufficient to justify relief under any subdivision of Code of Civil Procedure section 473. (Code Civ. Proc., § 473, subd. (b) [requiring motion to be filed within a "reasonable time" after the order is made but in no case exceeding six months]; *Arambula v. Union Carbide Corp.* (2005) 128 Cal.App.4th 333, 340 ["The six-month limit is mandatory; a court has no authority to grant relief under section 473, subdivision (b), unless an application is made within the six-month period."].) The court denies the motion.

On August 18, 2026, defendant filed a letter, a copy of which was mailed to plaintiff that same day, according to the proof of service, also filed August 18, 2026. The August 18 letter is untimely and unauthorized. (Code Civ. Proc., § 1005.) Therefore, the court does not consider it.

TENTATIVE RULING # 5: DEFENDANT'S MOTION TO VACATE DEFAULT JUDGMENT ENTERED IN THIS CASE ON JANUARY 30, 2017, IS DENIED. 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 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

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[4] Code of Civil Procedure section 473, subdivision (b) authorizes the court to vacate a judgment taken against a party through the party's mistake, inadvertence, surprise, or excusable neglect; subdivision (d) authorizes the court to set aside any void judgment or order. (Code Civ. Proc., § 473, subds. (b), (d).)

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.

6. BOONE v. KHERA, ET AL., 24CV1765

(A) Motion to Compel Further Responses to Request for Production

(B) Motion to Compel Compliance with Response to Request for Production

On June 22, 2026, plaintiff Scott Boone ("plaintiff") filed two separate discovery motions[5] against the following defendants: (1) Gurpreet Khera; (2) Harinder Khera; (3) K.P. Investments, LLC; and (4) AKS Equities, Inc. (collectively, "defendants").

The first motion is a motion to compel each defendant's further responses to Request for Production ("RFP"), Sets One and Two (specifically, RFP Nos. 1–17, 22, 28–33, and 39–40 (see, Mtn. at 13:9–10)). The second motion is a motion to compel defendants' compliance with "their agreement to produce documents" in response to RFP Nos. 1–12, 18-21, 23–27, and 34–40. (Mtn. at 1:9–12.) Both motions include a separate request for a monetary sanction in the amount of $10,310.

On August 10, 2026, defendants filed a single opposition directed at both motions.

On August 12, 2026, plaintiff filed a single reply brief for both motions.

On August 18, 2026, defense counsel filed a supplemental declaration.

1. Procedural Background

On April 9, 2025, plaintiff electronically propounded RFP Set One upon each of the four defendants. (Mazzola Decl., filed June 22, 2026, ¶ 6.) On June 12, 2025 (after receiving a 30-day extension), each defendant served an unverified response to RFP Set One. (Mazzola Decl., filed June 22, 2026, ¶¶ 7, 8 & Ex. 2.)

Plaintiff met and conferred with defense counsel regarding the outstanding verifications, as well as alleged deficiencies with the responses. (Mazzola Decl., filed June 22, 2026, ¶ 9.) Defendants granted plaintiff an open extension to file a motion to compel. (Mazzola Decl., filed June 22, 2026, ¶ 9.) Defendants told plaintiff they would serve amended responses, but did not.

[5] On June 25, 2026, plaintiff filed amended notices of both motions. However, there do not appear to be any substantive changes in either of the amended notices.

On October 23, 2025, without having received verifications or amended responses to RFP Set One, plaintiff served a single notice of deposition to defendants KP Investments' and AKS Equities' person most qualified ("PMQ"), which allegedly included the same request for production of documents as RFP Set One. (Mazzola Decl., filed June 22, 2026, ¶ 12 & Ex. 6.) On Day One of deposition (November 10, 2025), the parties produced defendant Gurpreet Khera[6] as the PMQ, and produced some, but not all, of the requested documents in the notice of deposition. (Mazzola Decl., filed June 22, 2026, ¶¶ 13, 14.) Gurpreet and his attorney "agreed on the record at the PMQ deposition to produce several categories of documents that had already been requested in [plaintiff's RFP Set One]." (Mazzola Decl., filed June 22, 2026, ¶ 15.)

The parties agreed to continue Day Two of the deposition to January 7, 2026. (Mazzola Decl., filed June 22, 2026, ¶ 15.) On January 5, 2026, defense counsel produced 17 documents[7] in anticipation of the continued PMQ deposition. (Mazzola Decl., filed June 22, 2026, ¶ 18.) During deposition on January 7, 2026, Gurpreet and his attorney agreed on the record to provide to plaintiff "certain documents" responsive to RFP Set One. (Mazzola Decl., filed June 22, 2026, ¶¶ 18, 19.)

On March 10, 2026, plaintiff propounded RFP Set Two upon each of the four defendants, requesting (1) the documents that Gurpreet and his attorney identified during both days of the PMQ deposition and agreed to provide; and (2) the settlement agreement with Liberty Mutual Insurance.[8] (Mazzola Decl., filed June 22, 2026, ¶ 20.)

On April 13, 2026, defendants produced additional documents. (Cronican Decl., ¶ 3; Mazzola Decl., filed Aug. 12, 2026, ¶ 5.) However, the parties dispute what was included

[6] For clarity, the court will refer to defendants Gurpreet Khera and Harinder Khera using their first name only. The court intends no disrespect.
[7] It is unclear to the court what documents were produced and whether any of said documents were responsive to RFP Set One.
[8] Liberty Mutual is plaintiff's insurance carrier. Liberty sued some of the defendants to recoup its funds in the subrogation action — Case No. 24CV1766 — which has been consolidated with the instant case. (Mtn. to Compel Compliance, at 2:5–8.)

in the April 13 production. Defense counsel declares the production included "photographs responsive to the requests, the Settlement Agreement …, as well as additional documents related to the construction as requested by Plaintiffs." (Cronican Decl., ¶ 3.) Plaintiff's counsel declares the production included photos and videos but not the settlement agreement. (Mazzola Decl., filed Aug. 12, 2026, ¶ 5.)

On April 14, 2026, defendants served unverified responses to RFP Set Two and produced some, but not all, of the requested documents. (Mazzola Decl., filed June 22, 2026, ¶ 21.)

On May 7, 2026, defendants Gurpreet and AKS Equities each served verifications for their responses to RFP Set Two. (Mazzola Decl., filed June 22, 2026, ¶ 23.) Plaintiff's counsel attempted to further meet and confer with defense counsel but received no response. (Mazzola Decl., filed June 22, 2026, ¶¶ 24, 25.)

On August 10, 2026, concurrently filed with their opposition to the instant motions, each defendant served their verification for their response to RFP Set One. (Cronican Decl., ¶ 4 & Ex. A.) Additionally, defendant Harinder served a verification for his response to RFP Set Two. (Cronican Decl., ¶ 4 & Ex. A.)

Defendants' opposition further claims that, prior to the hearing, defendants will serve amended responses to RFP Sets One and Two. (Opp. at 2:16–20; Cronican Decl., ¶ 5.) On August 18, 2026, defense counsel submitted a supplemental declaration, indicating that defendants have served supplemental responses[9] to RFP Sets One and Two, and acknowledging that defendant inadvertently failed to include the settlement agreement in its April 13 production.

[9] The supplemental responses are verified. With respect to the supplemental responses, the clock for a potential motion regarding said responses begins anew. The substance of the supplemental responses is not presently before the court.

2. Discussion

A motion to compel is the procedure to enforce compliance with a demand for production of documents. Where no response at all has been made (including an unverified response), the motion is to compel a response. (Code Civ. Proc., § 2031.300.) Where responses have been made but they are not satisfactory to the demanding party, the motion is to compel further responses. (Code Civ. Proc., § 2031.310.) Where an agreement to comply has been made, but compliance is not forthcoming, the motion is to compel compliance. (Code Civ. Proc., § 2031.320.)

2.1. <u>Motion to Compel Further Responses</u>

Plaintiff's motion to compel further responses is made under Code of Civil Procedure section 2031.310. Plaintiff moves to compel defendants' further responses to RFP Sets One and Two.[10]

In support of the motion, plaintiff filed a separate statement related to RFP Set One only. (Cal. Rules Ct., R. 3.1345, subds. (a)(3), (c).) It appears to the court that each of the four defendants served virtually identical objections and responses to RFP Set One. (Mazzola Decl., filed June 22, 2026, Ex. 2.)

Attached to the declaration of plaintiff's counsel is a copy of defendant Harinder's response to RFP Set Two. (Mazzola Decl., filed June 22, 2026, Ex. 9.) However, plaintiff filed no separate statement related to RFP Set Two for any defendant. Therefore, the court denies the motion to compel further responses to RFP Set Two and proceeds to

[10] Generally, there is a 45-day deadline to file the motion from the time the verified response was served (the deadline is extended if the response is served by mail, overnight delivery, or electronically). (Code Civ. Proc., § 2031.310, subd. (c).) However, the parties may extend the deadline by written stipulation. Plaintiff contends, and defendants do not appear to dispute, that defendants granted an open-ended deadline with respect to RFP Set One. Defendants Gurpreet and AKS Equities served verifications for their responses to RFP Set Two on May 7, 2026; and defendant Harinder served his verification to RFP Set Two on August 10, 2026. Thus, there appears to be no issue as to the timeliness of plaintiff's motion.

analyze the motion to compel further responses with respect to RFP Set One only. (See, *In re Marriage of Moore* (2024) 102 Cal.App.5th 1275, 1296 ["When a motion fails to include a separate statement, a trial court is 'well within its discretion' to deny the motion."].)

A motion to compel further responses may be made on any of the following grounds: (1) a statement of compliance with the demand is incomplete; (2) a representation of inability to comply is inadequate, incomplete, or evasive; and (3) an objection in the response is without merit or too general. (Code Civ. Proc., § 2031.310, subd. (a).) Here, plaintiff's motion is based on the ground that defendants' objections lack merit.

The motion must set forth specific facts showing good cause justifying the discovery sought by the demand. (Code Civ. Proc., § 2031.310, subd. (b)(1).) The proponent of the discovery must explain how the evidence sought is relevant to a disputed material fact. (*Sosa v. CashCall*, *Inc.* (2020) 49 Cal.App.5th 42, 47.) If good cause is shown by the moving party, the burden shifts to the responding party to justify any objections made to document disclosure. (*Kirkland v. Superior Court* (2002) 95 Cal.App.4th 92, 98.)

Even assuming there is good cause for each of the disputed requests in RFP Set One, the court finds that each of the requests fails to designate the requested items with reasonable particularity. (Code Civ. Proc., § 2031.030, subd. (c)(1).) As an example, RFP No. 1 requests: "All WRITINGS relating to, evidencing, and regarding the construction, design, or engineering drawings, drafts or Computer Assisted Design ('CAD') files … prepared for and/or used in the RENOVATION of the HOME." 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* (197) 53 Cal.App.4th 216, 222.)

The motion to compel further responses is denied in its entirety.

2.2. Motion to Compel Compliance

Pursuant to Code of Civil Procedure section 2031.320, plaintiff moves to compel defendants' compliance with its agreements to comply with RFP Nos. 1–12, 18–21, 23–27, and 34–40.[11] As an initial matter, the court notes that the alleged agreements to comply made by defendant Gurpreet and his attorney during the PMQ deposition are not enforceable under Code of Civil Procedure section 2031.320.[12]

Having found in the previous section that the following requests do not describe the category of requested items with reasonable particularity, the court denies the motion to compel compliance with the same requests: RFP Nos. 1 through 12.

The remaining requests include RFP Nos. 18–21, 23–27, and 34–40.

With the exception of RFP No. 39, the court finds that all of the remaining requests fail to describe the category of requested items with reasonable particularity. (Code Civ. Proc., § 2031.030, subd. (c)(1).)

RFP No. 39 calls for the settlement agreement defendants entered into with Liberty Mutual on or around November 8 or 9, 2025, in the instant action (i.e., the consolidated subrogation action), as well as "all WRITINGS and COMMUNICATIONS relating to, evidencing, and regarding same." Defense counsel's declaration submitted August 18, 2026, admits that defendants inadvertently failed to produce the settlement agreement in their April 13, 2026, production. Therefore, the court grants plaintiff's motion to comply with the portion of RFP No. 39 which calls for the settlement agreement. The court denies the motion with respect to the remaining portion of RFP

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[11] Unlike a motion to compel further responses, there is no deadline to bring a motion to compel compliance under Code of Civil Procedure section 2031.320. (*Board of Registered Nursing v. Superior Court* (2021) 59 Cal.App.5th 1011, 1033.)

[12] Code of Civil Procedure section 2031.320, subdivision (a) provides: "If a party filing a response to a demand for inspection, copying, testing, or sampling under Sections 2031.210, 2031.220, 2031.230, 2031.240, and 2031.280 thereafter fails to permit the inspection, copying, testing, or sampling in accordance with that party's statement of compliance, the demanding party may move for an order compelling compliance."

No. 39, which requests "all WRITINGS and COMMUNICATIONS relating to, evidencing, and regarding same."

TENTATIVE RULING # 6:

(A) MOTION TO COMPEL FURTHER RESPONSES: THE MOTION TO COMPEL FURTHER RESPONSES IS DENIED IN ITS ENTIRETY.

(B) MOTION TO COMPEL COMPLIANCE: THE COURT GRANTS PLAINTIFF'S MOTION TO COMPEL EACH DEFENDANT'S PRODUCTION OF THE SETTLEMENT AGREEMENT ENTERED INTO WITH LIBERTY MUTUAL INSURANCE COMPANY ON OR ABOUT NOVEMBER 8 OR 9, 2025, AS REQUESTED IN PLAINTIFF'S REQUEST FOR PRODUCTION, SET TWO, NUMBER 39. PRODUCTION SHALL BE MADE WITHIN 30 DAYS OF THE PROOF OF SERVICE OF THE NOTICE OF ENTRY OF ORDER. THE REMAINDER OF THE MOTION TO COMPEL COMPLIANCE IS DENIED. THE COURT IMPOSES NO MONETARY SANCTION.

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 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.