1. ANYA, INC., ET AL. v. SANDHU, ET AL., SC20200105

Motion for Summary Judgment

This action involves a management dispute between business partners. Plaintiff Sukheep Thind ("Sukhy") is the principal of co-plaintiff Anya, Inc. (collectively, "Anya"), which holds a minority ownership interest in Stateline Brewery, LLC ("Stateline"). Anya is suing the other members who hold a majority of the ownership interest: Harpreet Sandhu ("Harry"), Tejpal Sahota ("TJ"), and Harbans Sahota ("Harbans"). Anya is also suing two family members of the defendant majority owners: Simrun Sandhu ("Simrun") and Puneet Randhawa ("Puneet").[1] Anya's Third Amended Complaint ("TAC") asserts causes of action for (1) breach of fiduciary duty of care, (2) breach of fiduciary duty of loyalty, (3) defamation, (4) injunctive relief, and (5) restitution (4th and 6th C/A).

Pending is defendants Simrun Sandhu's and Puneet Randhawa's motion for summary judgment or, alternatively, summary adjudication as to the 4th C/A and 6th C/A to plaintiffs' TAC.

1. Standard of Review

A defendant moving for summary judgment bears the burden of persuasion that one or more elements of the cause of action at issue cannot be established, or that there is a complete defense to the cause of action. (Aguilar v. Atl. Richfield Co. (2001) 25 Cal.4th 826, 850.) The moving party bears the initial burden of making a prima facie showing of the nonexistence of a triable issue of material fact, and only if the moving party carries the initial burden does the burden shift to the opposing party to produce a prima facie showing of the existence of a triable issue of material fact. (Ibid.)

"The court focuses on issue finding; it does not resolve issues of fact. The court seeks to find contradictions in the evidence, or inferences reasonably deducible from the evidence, which raise a triable issue of material fact." (Raven H. v. Gamette (2007) 157

[1] To avoid confusion, the court will refer to the parties by their preferred first names. The court intends no disrespect.

Cal.App.4th 1017, 1024.) The evidence of the moving party is strictly construed and the evidence of the opposing party liberally construed. Doubts as to the propriety of granting the motion must be resolved in favor of the party opposing the motion. (Stationers Corp. v. Dun & Bradstreet, Inc. (1965) 62 Cal.2d 412, 417.)

2. The TAC

"[T]he pleadings set the boundaries of the issues to be resolved at summary judgment." (Oakland Raiders v. Nat. Football League (2005) 131 Cal.App.4th 621, 648.) In this regard, the 4th C/A and 6th C/A for restitution are asserted against Simrun and Puneet, respectively.

Regarding the 4th C/A, Anya alleges that "Harry, without proper authorization from Stateline and its members, has caused Stateline to pay to his daughter Simrun $2,000.00 each month in wages despite his daughter—who is presently a student completing her post-graduate work—not being an employee of or performing any services for Stateline." (TAC, ¶ 40(b).) Anya contends that Simrun is not an innocent beneficiary and she knew or should have known the payments were improper and that she was not entitled to receive wages from Stateline. Anya alleges that as a result of the unjust acts, Stateline has been deprived of the wages wrongfully paid to Simrun and Anya has been deprived of the proportional benefit of wages otherwise paid by Stateline to Simrun. Because Simrun was unjustly enriched by the payment of such monies, Anya seeks restitution from her. (TAC, ¶¶ 92–101.)

Regarding the 6th C/A asserted against Puneet, Anya alleges that TJ, "without proper authorization from Stateline and its members, has caused Stateline to pay to Puneet, who is TJ's spouse, approximately $3,400 each month in net wages despite Puneet—who is presently a Senior Director of Commercial Operations for GE Digital—not being an employee of or performing services for Stateline commensurate with such wages." (TAC, ¶ 35(e).) Anya contends that "Puneet is not an innocent beneficiary and knew or should have known the payments were improper and that she was not entitled

to receive wages from Stateline[.]" (Ibid.) Anya alleges that as a result of the unjust acts, Stateline has been deprived of the wages wrongfully paid to Puneet and Anya has been deprived of the proportional benefit of wages otherwise paid by Stateline to Puneet. Because Puneet was unjustly enriched by the payment of such monies, Anya seeks restitution from her. (TAC, ¶¶ 112–121.)

3. Preliminary Matters

Moving defendants' Objection Numbers 1 and 2 to plaintiffs' evidence are sustained. Objection Numbers 3, 4, and 5 are overruled.

4. Discussion

"Under the law of restitution, an individual may be required to make restitution if he is unjustly enriched at the expense of another. [Citation.] A person is enriched if he receives a benefit at another's expense. [Citation.] The term 'benefit' denotes any form of advantage. [Citation.] ... Even when a person has received a benefit from another, he is required to make restitution 'only if the circumstances of its receipt or retention are such that, as between the two persons, it is unjust for him to retain it.' [Citation.]" (Ghirardo v. Antonioli (1996) 14 Cal.4th 39, 51.) "[R]estitution may be required when the person benefiting from another's mistake knew about the mistake and the circumstances surrounding the unjust enrichment." (Id. at p. 52.)

Moving defendants bear the burden of making a prima facie showing of the nonexistence of a triable issue of material fact. In this regard, Simrun and Puneet produced evidence that each of them performed work for Stateline Brewery. (Defs. Separate Statement of Undisputed Material Facts ("UMF"), ¶¶ 1, 3, 5.) Further, that neither Simrun nor Puneet knew or should have known that each one received money from Stateline Brewery that was improperly paid. (UMF, ¶¶ 2, 4, 6.)

Having reviewed defendants' supporting evidence, the court finds that Simrun and Puneet met their initial burden of making a prima facie showing of the nonexistence of a triable issue of material fact as to the elements of a cause of action for restitution based

upon unjust enrichment. As such, the burden shifts to Anya to make a prima facie showing of a triable issue of material fact.

Before discussing Anya's evidence the court needs to address an argument raised by defendants. Specifically, defendants contend that "the pleaded basis for [Simrun's and/or Puneet's] knowledge is that Defendants 'knew or should have known,' because they had not provided 'ANY' services to Stateline. (TAC Pars. 95, 115.) It is not pleaded that Defendants knew or should have known that the value of their services was not commensurate to the wages paid. [Fn.]" (Defs. Reply, 4:7–10 [underline and capitalization in original, alteration added].)

However, defendants did not cite to a different paragraph of the TAC which does allege that Puneet knew or should have known that the value of her services was not commensurate to the wages paid. Specifically, the TAC alleges that "Puneet is not an innocent beneficiary and knew or should have known the payments were improper and that she was not entitled to receive wages from Stateline, as she was neither an employee of Stateline nor performed services for Stateline commensurate with such wages." (TAC, ¶ 35(e) [underline added].) Paragraph 35 is incorporated into the 6th C/A asserted against Puneet. (TAC, ¶ 112.) As such, the court finds that the pleaded basis for Puneet's knowledge is that she knew or should have known because she either did not perform any services or knew or should have known because she did not perform services commensurate with her wages. With regard to Simrun, the court agrees with defendants that the sole pleaded basis for Simrun's knowledge is that she knew or should have known because she had not provided any services to Stateline. (TAC, ¶¶ 40(b), 95.)

Having reviewed and considered Anya's evidence, the court finds that Anya made a prima facie showing of the existence of triable issues of material fact. (Pl. Response to UMF, ¶¶ 1–6 [Anya's citation to supporting evidence]; Pl. Additional Material Facts, ¶¶ 1–18.) Specifically, Anya's supporting evidence raises credibility issues as to moving defendants' evidence. In deciding the motion, the court cannot weigh or assess the

credibility of witnesses. (Sandell v. Taylor-Listug, Inc. (2010) 188 Cal.App.4th 297, 319; Kids' Universe v. In2Labs (2002) 95 Cal.App.4th 870, 880.) The assessment of credibility is a matter for a jury.

For example, Simrun testified that she did some bank transactions for Stateline at Wells Fargo. (Def. Evid., Ex. 2, 28:3–18.) However, plaintiff Sukhy declares that Stateline did not have a bank account at Wells Fargo, but rather at Bank of America. (Pl. Statement of Evid., Ex. 7, ¶ 14.) Simrun testified about data entry and reports she would prepare for Stateline at her father Harry's request; e.g., weekly cash reports and sales reports. (Def. Evid., Ex. 2, 26:10–11, 57:10–58:23.)

However, Sukhy, as the member in charge of Stateline's finances and bookkeeping, declares that the cash reports were needed daily, not weekly, and then are sent monthly to the accountant by email. (Pl. Statement of Evid., Ex. 7, ¶ 12.) Further, with regard to the sales reports, he states that such reports are automatically downloaded from Excel and there was no need for Simrun to input data into Excel that already exists. (Id., ¶ 13.) Sukhy also declares that on June 2, 2020, Harry sent an email to the other members requesting that he be paid a salary in the amount of $2,000 per month. (Id., ¶ 8 & Ex. B.) Harry's request was rejected. (Id., ¶ 8.) Around that same time, and without obtaining approval from the other members, Harry hired Simrun and paid her a flat salary of $2,000 per month. (Id., ¶ 9.)

With regard to Puneet, there is conflicting evidence, for example, about vendor management and unpaid invoices. (Pl. Statement of Evid., Ex. 3, 49:11–25; Ex. 7, ¶¶ 17–18.) There is also conflicting testimony about Puneet claiming to perform certain duties which Stateline's accountants testified are their duties. (Pl. Statement of Evid., Ex. 3, 49:11–25, 59:4–16, 78:4–25, 81:18–84:25, 87:1–88:25; Ex. 4, 28:10–29:7; Ex. 5, 17:2–19:25.) Further, there is conflicting testimony about the Sling app. (Pl. Statement of Evid., Ex. 3, 101:1–4; Ex. 7, ¶ 18.)

If Anya's evidence is believed, a reasonable jury could find that Simrun's and Puneet's testimony about purported work performed for Stateline and their knowledge about their wages is not credible, in whole or in part. Accordingly, defendants' motion for summary judgment/adjudication is denied.

TENTATIVE RULING # 1: DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, ALTERNATIVELY, SUMMARY ADJUDICATION 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. PARTIES MAY APPEAR IN PERSON AT THE HEARING. IF ANY PARTY WISHES TO APPEAR REMOTELY THEY MUST APPEAR BY ZOOM.

2. SLATER v. RALEY'S SOUTH Y CENTER, SC20210019

OSC Re: Plaintiff's Failure to Appear at CMCs

TENTATIVE RULING # 2: PLAINTIFF'S COUNSEL'S APPEARANCE IS REQUIRED AT 1:30 P.M., FRIDAY, MARCH 17, 2023, IN DEPARTMENT FOUR.

3. GETZ v. SERRANO EL DORADO OWNERS' ASSOC., ET AL., PC20170113

Class Action Conference

TENTATIVE RULING # 3: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, MARCH 17, 2023, IN DEPARTMENT FOUR.

4. MORENO v. TAHOE KEYS PROPERTY OWNERS' ASSOC., SCL20200087

(1) Defendant's Objection to Entry of Judgment Re: 998 Offer

(2) Plaintiff's Motion for Summary Adjudication

Defendant's Objection to Entry of Judgment Pursuant to Plaintiff's 998 Offer

On February 21, 2023, defendant accepted plaintiff's offer to compromise pursuant to Code of Civil Procedure section 998 ("Offer"). On February 23, 2023, defendant filed an objection to entry of judgment pursuant to plaintiff's 998 Offer.

The Offer states:

> Plaintiff Fabian Moreno offers to have judgment entered in Plaintiff Fabian Moreno's favor in this action under Code of Civil Procedure section 998 on the following terms:
>
> 1. Defendant Tahoe Keys Property Owners Association shall pay Plaintiff Fabian Moreno $17,983.22; and
> 2. Plaintiff Fabian Moreno will dismiss his Complaint against Defendant Tahoe Keys Property Owners Association with prejudice.
>
> If this offer is not accepted within thirty (30) days of this date, it shall be deemed withdrawn and cannot be given in evidence.
>
> If this offer is not accepted and Defendant fails to obtain a more favorable judgment, it shall not recover its costs and shall pay Plaintiff's appropriate costs and fees from the time of the offer. In addition, the Court in its discretion may require Defendant to pay Plaintiff's costs and fees from the date of filing the Complaint and a reasonable sum to cover the costs of services of expert witnesses actually incurred and reasonably necessary to prepare for trial.

(Pl. Offer to Compromise (filed Feb. 23, 2023), 1:22–2:5.)

Defendant objects to entry of judgment based on plaintiff's agreement to dismiss the complaint with prejudice upon defendant's acceptance of the Offer. Defendant contends that entry of judgment is inconsistent with the language in the Offer stating that plaintiff will dismiss the complaint with prejudice.

"Because the section 998 process is contractual, [judges] apply well-established contract law principles to section 998 offers and acceptances, unless there is a conflict with section 998 or applying such principles defeat its purpose. [Citation.] In interpreting a contract, the mutual intention of the parties at the time the contract was formed governs. [Citations.] [Judges] ascertain that intention solely from the words used, but [courts] also consider the circumstances under which the contract was made and the matter to which it relates. [Citations.] [Judges] consider the contract as a whole and give the words their usual and ordinary meaning, unless the words are given a special meaning or used in a technical sense. [Citations.] Courts must refrain from altering or rewriting a contract, and they must not 'add a term to a contract about which the agreement is silent.' [Citation.]" (Arriagarazo v. BMW of North America, LLC (2021) 64 Cal.App.5th 742, 748.)

"Although the acceptance of a section 998 offer leads to the entry of a judgment [citation], a section 998 offer may also require the plaintiff to dismiss the action as a condition of settlement." (DeSaulles v. Community Hospital of Monterey Peninsula (2016) 62 Cal.4th 1140, 1155.) Section 998 states, in part, that "[n]ot less than 10 days prior to commencement of trial …, any party may serve an offer in writing upon any other party to the action to allow judgment to be taken or an award to be entered in accordance with the terms and conditions stated at that time." (Id., subd. (b) [underline added].) Stated another way, entry of judgment pursuant to the acceptance of an offer to compromise is not strictly required. (See American Airlines, Inc. v. Sheppard, Mullin, Richter & Hampton (2002) 96 Cal.App.4th 1017, 1054–1056 [court declined to invalidate section 998 offer that required dismissal with prejudice rather than judgment]; Goldstein v. Bank of San

Pedro (1994) 27 Cal.App.4th 899, 905–906 [same].) "[S]ection 998 only requires that the compromise results in a final disposition of the underlying litigation, and a dismissal is the legal equivalent of a judgment in the plaintiff's favor." (Arriagarazo, supra, 64 Cal.App.5th at p. 748, citing American Airlines, supra, 96 Cal.App.4th at pp. 1055–1056; Goodstein, supra, 27 Cal.App.4th at pp. 906–907.)

The court agrees with defendant that plaintiff's language in his Offer is inconsistent. It was plaintiff's duty to make clear in his Offer the intention to require entry of judgment as opposed to dismissal with prejudice. (See Taing v. Johnson Scaffolding Co. (1992) 9 Cal.App.4th 579, 585 [offeror bears burden of assuring the offer is drafted with sufficient precision to permit recipient to meaningfully evaluate it and make a reasoned decision whether to accept it].) In the introductory sentence of the Offer, plaintiff "offers to have judgment entered" in his favor. (Pl. Offer to Compromise, 1:22–23.) However, that language is not also set forth as one of the "terms" of the Offer. Rather, plaintiff states he "will dismiss his Complaint … with prejudice" (id., 1:25–26 [underline added]) contingent upon defendant's payment of $17,983.22 to plaintiff (id., 1:23–24). There are no other express "terms" of the Offer that are inconsistent with this interpretation. Further, this interpretation does not conflict with the language of section 998 and does not defeat the purpose of the Offer resulting in final disposition.

Construing the language against the drafter (i.e., plaintiff), the court finds that defendant accepted plaintiff's "terms" to dismiss the complaint with prejudice upon acceptance of the Offer and payment of $17,983.22, and that defendant did not explicitly agree to have judgment entered in plaintiff's favor.

Plaintiff's Motion for Summary Adjudication

Given defendant's acceptance of plaintiff's offer to compromise, this matter is dropped from the calendar.

TENTATIVE RULING # 4: DEFENDANT'S OBJECTION TO ENTRY OF JUDGMENT IS SUSTAINED. PER THE OFFER, PLAINTIFF IS TO DISMISS THE COMPLAINT WITH PREJUDICE

UPON THE PAYMENT OF $17,983.22 FROM DEFENDANT. PLAINTIFF'S MOTION FOR SUMMARY ADJUDICATION IS DROPPED FROM THE CALENDAR. 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. PARTIES MAY APPEAR IN PERSON AT THE HEARING. IF ANY PARTY WISHES TO APPEAR REMOTELY THEY MUST APPEAR BY ZOOM.

5. HITCHCOCK, ET AL. v. CITY OF SOUTH LAKE TAHOE, ET AL., 22CV1691

Status Conference Re: Service, Response, Administrative Record, Briefing

Given the hearing on May 19, 2023, for defendants' demurrer, on the court's own motion, the status conference is continued to June 9, 2023.

TENTATIVE RULING # 5: MATTER IS CONTINUED TO 1:30 P.M., FRIDAY, JUNE 9, 2023, IN DEPARTMENT FOUR.

6. GUTIERREZ v. TAHOE SEASONS RESORTS, ET AL., 22CV1290

(1) Motion to Compel Further Responses to Requests for Production

(2) Motion to Compel Further Responses to Special Interrogatories

This action arises from injuries allegedly sustained from a fall caused by an irregular step in a resort room. Pending is defendants' joint motion to compel plaintiff's further responses to Special Interrogatories (Set One) and joint motion to compel plaintiff's further responses to Requests for Production (Set One).

Interrogatories

A party propounding interrogatories has the burden of filing a motion to compel if it finds the answers it receives unsatisfactory, but "the burden of justifying any objection and failure to respond remains at all times with the party resisting an interrogatory." (Coy v. Superior Court (1962) 58 Cal.2d 210, 220–221.) To show an interrogatory seeks relevant, discoverable information "is not the burden of [the party propounding interrogatories]. As a litigant, it is entitled to demand answers to its interrogatories, as a matter of right, and without a prior showing, unless the party on whom those interrogatories are served objects and shows cause why the questions are not within the purview of the code section." (W. Pico Furniture Co. v. Superior Court (1961) 56 Cal.2d 407, 422.)

Defendants seek further responses from plaintiff to Special Interrogatories, Numbers 32 and 35. Number 32 seeks information about social media services (e.g., Facebook, Twitter, LinkedIn, Instagram, Pinterest, and Snapchat) that plaintiff has used since the date of the incident. Number 35 seeks information about social messaging services (e.g., WhatsApp, Facebook Messenger, and Line) that plaintiff has used since the date of the incident.

Plaintiff objected to those interrogatories on the grounds that they violate her constitutional right to privacy, are irrelevant, overbroad, and oppressive. In her opposition brief, she explains that her Facebook and Instagram pages are set to "private"

since she created her profiles. The "public" portion of her Facebook page is nothing more than a handful of photographs that are not relevant to the subject matter of this action.

" 'When the right to discovery conflicts with a privileged right, the court is required to carefully balance the right of privacy with the need for discovery. [Citations.]' [Citation.] Discovery may be compelled only upon a showing of a compelling public interest. [Citation.] In those situations where it is argued that a party waives protection by filing a lawsuit, the court must construe the concept of 'waiver' narrowly and a compelling public interest is demonstrated only where the material sought is directly relevant to the litigation. [Citation.] The party seeking the constitutionally protected information has the burden of establishing that the information sought is directly relevant to the claims." (Tylo v. Superior Court (1997) 55 Cal.App.4th 1379, 1387.)

Having considered plaintiff's right of privacy with defendants' need for discovery, the court grants, in part, defendants' motion to compel plaintiff's further responses. Defendants' motion as to Number 32 is granted and plaintiff's objections are overruled. However, the court wants to be clear that plaintiff is not obligated to provide defendants access to any posts she made from any of her social media services accounts that are not publicly publicized. Defendants are only being provided with plaintiff's username/ID so that they may investigate for themselves what plaintiff publicly publicized.

Plaintiff's objection to Number 35 on the basis that her right of privacy to her social messaging accounts outweighs defendants' need for discovery is sustained. Defendants' motion as to Number 35 is denied.

Requests for Production

A party responding to an inspection demand has the following two basic obligations: (1) service of a written response and (2) production of the requested items. Thus, the responding party must first prepare a verified written response to the demand. (Code Civ. Proc., §§ 2031.210, 2031.250.) "The party to whom a demand for inspection ... has been directed shall respond separately to each item or category of item by any of the following:

[¶] (1) A statement that the party will comply with the particular demand for inspection ... and any related activities. [¶] (2) A representation that the party lacks the ability to comply with the demand for inspection ... of a particular item or category of item. [¶] (3) An objection to the particular demand ...." (Code Civ. Proc., § 2031.210(a).)

The burden on the propounding party is higher in compelling responses to production of documents ("RFP") than in compelling responses to interrogatories. The motion to compel must "set forth specific facts showing good cause justifying the discovery sought by the demand." (Code Civ. Proc., § 2031.310(b)(1).) "[A]bsent a claim of privilege or attorney work product, the party who seeks to compel production has met his burden of showing good cause simply by a fact-specific showing of relevance." (Kirkland v. Superior Court (2002) 95 Cal.App.4th 92, 98.) "In the context of discovery, evidence is 'relevant' if it might reasonably assist a party in evaluating its case, preparing for trial, or facilitating a settlement." (Glenfed Development Corp. v. Superior Court (1997) 53 Cal.App.4th 1113, 1117.) Once good cause is shown, the burden shifts to the party opposing the motion to justify its objection(s). (Kirkland, supra, 95 Cal.App.4th at p. 98.)

Defendants seek further responses from plaintiff to RFP, Numbers 15, 17, and 26. Plaintiff objected to those RFP on the grounds that they violate her constitutional right to privacy, are irrelevant, overbroad, and oppressive.

Having considered plaintiff's right of privacy with defendants' need for discovery, the court grants, in part, defendants' motion to compel plaintiff's further responses.

RFP, Numbers 15 and 17 are granted. Plaintiff must produce any postings that she publicly publicized on her social media services accounts from the date of the incident, including that relate to any physical activity she has engaged in. The court is not ordering plaintiff to provide any postings from the date of the incident that were not publicly publicized.

While the court finds that defendants met their burden of setting forth specific facts showing good cause for requesting the information, the court sustains plaintiff's objection to Number 26 on the basis of right of privacy.

Sanctions

The court finds that plaintiff acted with substantial justification in objecting to the requested discovery. Further, defendants' motions were only partially successful. Accordingly, no sanctions are awarded to either party.

TENTATIVE RULING # 6: DEFENDANTS' MOTION TO COMPEL PLAINTIFF'S FURTHER RESPONSES TO SPECIAL INTERROGATORIES (SET ONE) IS GRANTED IN PART, AND DEFENDANTS' MOTION TO COMPEL PLAINTIFF'S FURTHER RESPONSES TO REQUESTS FOR PRODUCTION (SET ONE) IS GRANTED IN PART. PLAINTIFF MUST SERVE FURTHER VERIFIED RESPONSES ON DEFENDANTS TO SPECIAL INTERROGATORY, NUMBER 32, AND REQUESTS FOR PRODUCTION, NUMBERS 15 AND 17, NO LATER THAN APRIL 14, 2023. 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. PARTIES MAY APPEAR IN PERSON AT THE HEARING. IF ANY PARTY WISHES TO APPEAR REMOTELY THEY MUST APPEAR BY ZOOM.