Tentative Rulings for November 19, 2025
Department 403

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) ***The above rule also applies to cases listed in this "must appear" section.***

25CECG02230 ***Vasquez v. Branco Cattle LLC et al.*** **(will be heard in Dept. 403)**

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

25CECG02002 ***Anna Alvarado v. Wendy's of Fresno, Inc.*** **will be continued to Wednesday, December 17, 2025, at 3:30 p.m. in Department 403.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 403

Begin at the next page

(03)

Tentative Ruling

Re: ***Lafayette Federal Credit Union v. Singh***
Case No. 24CECG00402

Hearing Date: November 19, 2025 (Dept. 403)

Motion: Plaintiff's Motion to Amend Judgment

Tentative Ruling:

To deny plaintiff's motion to amend the judgment, without prejudice.

Explanation:

Under Code of Civil Procedure section 473, subdivision (d), "The court may, upon motion of the injured party, or its own motion, correct clerical mistakes in its judgment or orders as entered, so as to conform to the judgment or order directed..."

Here, plaintiff has moved to correct a "clerical mistake" in the judgment entered by the court, claiming that the amount of the judgment was incorrect because the defendant's payments of $4,312.82 were counted twice, which resulted in the total judgment being $110,546.70 rather than $114,859.52. Plaintiff's counsel claims that the defendant's payments were already accounted for in the prejudgment interest figure of $18,605.27. (Hassan decl., ¶ 3.) "As a result, the $4,312.82 was deducted twice, understating the Judgment." (*Id*. at ¶ 4.) "The correct total should be $114,859.52." (*Id*. at ¶ 5.)

However, plaintiff has failed to show that the judgment was the result of a clerical mistake on the part of the court or a party. Plaintiff's evidence submitted in support of the motion to enforce the settlement agreement clearly stated that the defendant owed a principal amount of $96,254.25, plus interest of $18,605.27, minus payments of $4,312.82, for a total claim amount of $110,546.70. (See Fieni decl., ¶ 13, submitted in support of Motion to Enforce Settlement.) The court granted the motion to enforce the settlement agreement and instructed plaintiff to submit a proposed judgment consistent with its order. (Court's Order of March 18, 2025, adopting its Tentative Ruling.) Plaintiff submitted a proposed judgment that included the same amounts listed in its evidence in support of the judgment, and the court executed and filed the judgment on April 17, 2025. (Judgment dated April 17, 2025.)

Thus, the judgment for $110,546.70 was not entered as a result of a clerical error on the part of the court, as the judgment was consistent with the evidence submitted with the motion to enforce the settlement. To the extent that plaintiff claims that there was a clerical error on the part of plaintiff or its attorneys, plaintiff's counsel has not explained how it miscalculated the amount due on the loan, or how defendant's payments were allegedly double-counted. Thus, plaintiff has not shown that the amount stated in the judgment is incorrect, or that the alleged mistake was the result of a clerical error. Without a further explanation of the nature of the mistake, the court will not grant

the requested amendment of the judgment. Instead, it intends to deny the motion to amend the judgment without prejudice.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg on 11-18-25.
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Anderson v. Vallarta Food Enterprises, Inc.***
Case No. 25CECG00329

Hearing Date: November 19, 2025 (Dept. 403)

Motion: Defendant Vallarta Food Enterprises, Inc.'s Motion for Summary Judgment, or in the Alternative, Summary Adjudication

Tentative Ruling:

To grant defendant Vallarta's motion for summary judgment as to the entire complaint.

Explanation:

Defendant Vallarta Foods Enterprises, Inc. moves for summary judgment, or in the alternative summary adjudication of the separate causes of action, on the ground that plaintiff has been deemed to have admitted the truth of the matters in the requests for admission, set one, that defendant served on her. The court agrees that, based on the facts that plaintiff has admitted, plaintiff cannot prevail on her claims for general negligence, intentional tort, premises liability, or "actual financial losses." Plaintiff has admitted that defendant was not negligent and did not negligently maintain or use its property, that defendant had no actual or constructive knowledge of the allegedly dangerous condition that injured her, that she was not harmed by defendant's conduct, and that she was injured due to her own negligence. As a result, defendant has met its burden of showing that plaintiff cannot prevail on her claims for general negligence or premises liability.

Likewise, defendant has met its burden of showing that plaintiff cannot prevail on her intentional tort claim, since she has admitted that defendant did not injure her, she did not suffer any damages from defendant's conduct, and that she has no evidence to support her intentional tort claim. Also, defendant has met its burden of showing that plaintiff cannot prevail on her claim for "actual financial losses", as she has admitted that she did not suffer any damages from defendant's conduct. Finally, plaintiff admitted that she has no evidence to support her prayer for punitive damages, so defendant has met its burden of showing that it is entitled to summary adjudication of the punitive damage claim.

Plaintiff has not filed any opposition or submitted any evidence that might raise a triable issue of material fact with regard to her negligence and premises liability claims. Nor could she do so, as she has been deemed to have conclusively admitted the facts in the requests for admission. Therefore, the court intends to grant summary judgment as to plaintiff's entire complaint in favor of defendant Vallarta.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg on 11-18-25.
(Judge's initials) (Date)

(36)

Tentative Ruling

Re:	***Rivera v. Netafim Irrigation, Inc.*** Superior Court Case No. 25CECG02331
Hearing Date:	November 19, 2025 (Dept. 403)
Motion:	by Defendant to Compel Arbitration

Tentative Ruling:

To grant defendant's motion to compel arbitration of plaintiff's individual claims, dismiss the class claims without prejudice, and stay plaintiff's court action pending the arbitration of plaintiff's claims.

Explanation:

A trial court is required to grant a motion to compel arbitration "if it determines that an agreement to arbitrate the controversy exists." (Code Civ. Proc., § 1281.2) However, there is "no public policy in favor of forcing arbitration of issues the parties have not agreed to arbitrate." (*Garlach v. Sports Club Co.* (2012) 209 Cal.App.4th 1497, 1505) Thus, when a motion to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine: (1) whether the agreement exists, and (2) if any defense to its enforcement is raised, whether it is enforceable. The moving party bears the burden of proving the existence of an arbitration agreement by a preponderance of the evidence. The party claiming a defense bears the same burden as to the defense. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413-414.)

Here, defendant has met its burden of showing that an agreement to arbitrate the parties' dispute exists. Defendant has presented evidence that plaintiff electronically signed an agreement to arbitrate employment related disputes. (Manquero Decl., ¶¶ 4-6, 10-11, Ex. B.) Plaintiff does not dispute that an agreement to arbitrate exists, but argues that the agreement is both procedurally and substantively unconscionable. Plaintiff also argues that plaintiff's claims for injunctive relief under Business and Professions Code section 16600 *et seq.* and 17200 *et seq*. are not arbitrable.

Unconscionability

This court has already previously determined on two other occasions that the arbitration agreement is not procedurally unconscionable in other related cases. (RJN, Exs. C and D.) Nonetheless, the court reiterates the rationale for those findings here.

"Unconscionability has generally been recognized to include an absence of meaningful choice on the part of one of the parties together with contract terms which are unreasonably favorable to the other party." (*Williams v. Walker-Thomas Furniture Company* (D.C. Cir. 1965) 350 F.2d 445, 449, fn. omitted.) "Phrased another way, unconscionability has both a 'procedural' and a 'substantive' element. (*A & M Produce Co. v. FMC Corp.* (1982) 135 Cal.App.3d 473, 486, citations omitted.) "The procedural element focuses on two factors: 'oppression' and 'surprise.' 'Oppression' arises from an inequality of bargaining power which results in no real negotiation and 'an absence of meaningful choice.' 'Surprise' involves the extent to which the supposedly agreed-upon terms of the bargain are hidden in a prolix printed form drafted by the party seeking to enforce the disputed terms. Characteristically, the form contract is drafted by the party with the superior bargaining position." (*Ibid*, citations omitted.)

"No precise definition of substantive unconscionability can be proffered. Cases have talked in terms of 'overly harsh' or 'one-sided' results. One commentator has pointed out, however, that '... unconscionability turns not only on a "one-sided" result, but also on an absence of "justification" for it.'" (*Id.* at p. 487, citations omitted.) Courts now follow "the traditional standard of unconscionability - contract terms so one-sided as to 'shock the conscience.'" (*Stirlen v. Supercuts, Inc.* (1997) 51 Cal.App.4th 1519, 1532, citations omitted.) "The prevailing view is that these two elements must *both* be present in order for a court to exercise its discretion to refuse to enforce a contract or clause under the doctrine of unconscionability." (*Id.* at p. 1533, citations omitted, italics in original.)

Plaintiff contends that the arbitration agreement is procedurally unconscionable as a contract of adhesion, presented without explanation in a stack of onboarding documents, and without disclosure of the rules governing the arbitration.

Here, the contract was drafted by the employer and preprinted for plaintiff's signature. Plaintiff asserts he was required to sign the document to begin employment without the ability to ask questions regarding the documents. Plaintiff fails to disclose that the arbitration agreement contains bolded language highlighting the employee's right to opt out of the agreement and providing two methods to do so. (Arbitration Agreement, § 8.) The agreement further states that an employee who timely opts out will not be subject to any adverse employment action as a result of that decision. (*Ibid*.) The language of the agreement allowing the employee to opt out does not support finding the contract was mandatory as a condition of employment and a contract of adhesion.

According to the moving papers, plaintiff signed Netafim's arbitration agreement as part of the onboarding process. The onboarding was done online through Paylocity. On 11/14/2022 Anna Manquero, who oversees the onboarding of Netafim employees, sent plaintiff an email letting him know that he should have received two emails from Paylocity with instructions for logging in and that he could review the onboarding documents (including Netafim's voluntary arbitration agreement) provided in advance of the onboarding meeting on 11/21/2022. (Manquero Decl., ¶ 3.) Plaintiff completed his onboarding and signing of various documents on 11/21/22 in a private conference room provided by Netafim. Manquero did not stay and watch plaintiff as he reviewed the agreement and other onboarding documents on a company provided electronic device, and they are not pressured to finish within a certain amount of time. (*Id*. at ¶¶ 7-

8.) Manquero showed Plaintiff where her office was located and let him know that he could ask her any questions he had while reviewing the provided documents. (*Id*. at ¶¶ 7, 9.) Plaintiff electronically signed the arbitration agreement. (*Id*. at ¶ 10.) The evidence supports finding plaintiff was provided an opportunity to ask questions regarding the onboarding paperwork and chose not to do so.

Next, plaintiff contends that procedural unconscionability is found in the failure to provide the rules of the arbitration forum. "Numerous cases have held that the failure to provide a copy of the arbitration rules to which the employee would be bound supported a finding of procedural unconscionability." (*Trivedi v. Curexo Technology Corp.* (2010) 189 Cal.App.4th 387, 393, citing cases.) But in *Trivedi* and the decisions cited therein, the plaintiff's unconscionability claim depended in some manner on the arbitration rules in question. (*Id*. at pp. 395–396.) Here, however, as pointed out above, the very procedural issues that plaintiff claims are implicated by failure to provide the rules are spelled out and protected in the arbitration agreement itself. Plaintiff identifies no procedural unconscionability with these safeguards in place in the arbitration agreement.

The court finds that there is no procedural unconscionability. Without any procedural unconscionability, the agreement cannot be invalidated on the basis of unconscionability. (*Armendariz, supra,* 24 Cal.4th at p. 122.) It is therefore unnecessary to address plaintiff's substantive unconscionability arguments.

Arbitrability of the Injunctive Relief Claims

Plaintiff further argues that plaintiff's complaint alleges claims for public injunctive relief under Business and Professions Code sections 16600 et seq. and 17200 et seq., and claims for public injunctive relief are not arbitrable. Defendant contends that plaintiff's claims for injunctive relief are for a private as opposed to public benefit and are therefore, subject to arbitration.

"The [Unfair Competition Law] UCL addresses 'unfair competition,' which 'mean[s] and include[s] any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by [the false advertising law, section 17500].' ([Business and Professions Code,] § 17200.)" (*Clifford v. Quest Software Inc.* (2019) 38 Cal.App.5th 745, 749.) "Although the UCL's 'purpose "is to protect both consumers and competitors by promoting fair competition in commercial markets for goods and services" ' [Citation.], it also protects employees. [Citation.] An employer's unlawful employment practices, such as unlawful discrimination or failure to pay wages, may form the basis for a UCL claim." (*Ibid*., citations omitted.)

"The arbitrability of UCL claims depends on the type of relief the plaintiff seeks." (*Clifford v. Quest Software Inc.* (2019) 38 Cal.App.5th 745, 750.) The California Supreme Court in *Cruz v. PacifiCare Health Systems, Inc.* (2003) 30 Cal.4th 303 ("*Cruz*") held UCL claims for restitution to be arbitrable, "but UCL claims for *public injunctive relief* cannot be arbitrated [Citation.]" (*Clifford, supra,* at p. 750 citing *Cruz, supra,* at p 315-316.)

"In concluding UCL claims for 'public' injunctive relief cannot be arbitrated, the *Cruz* court relied in large part on its earlier holding in *Broughton v. Cigna Healthplans* (1999) 21 Cal.4th 1066, ("*Broughton*"). The *Broughton* plaintiffs sued Cigna under the

Consumers Legal Remedies Act (CLRA) (Civ. Code, § 1750 et seq.), which protects consumers against deceptive business practices, and they sought damages and injunctive relief based on Cigna's allegedly deceptive advertising methods. (*Broughton*, *supra*, at p. 1072.) Our Supreme Court held their CLRA damages claim was arbitrable because '[s]uch an action is primarily for the benefit of a party to the arbitration, even if the action incidentally vindicates important public interests.' (*Id.* at p. 1084,.) But it held the CLRA injunction claim was not arbitrable because the plaintiffs were 'functioning as a private attorney general, enjoining future deceptive practices on behalf of the general public.' (*Id.* at pp. 1079-1080.)" (*Clifford v. Quest Software Inc.* (2019) 38 Cal.App.5th 745, 750, citing *Broughton, supra,* 21 Cal.4th at pp. 1079-1084.)

"[I]n Cruz, our Supreme Court extended that same reasoning to claims for 'public' injunctive relief under the UCL. (*Cruz, supra,* 30 Cal.4th at pp. 315-316.) The plaintiffs in *Cruz* alleged PacifiCare had fraudulently induced its customers to enroll in health care programs while at the same time discouraging primary care physicians from providing services to enrollees, and they sought injunctive and monetary relief under section 17200, which prohibits unfair business practices, and section 17500, which prohibits untrue or misleading statements designed to mislead the public. As in *Broughton*, the *Cruz* court held the claims for restitution were arbitrable because any public benefit from that relief would be 'incidental to the private benefits obtained from those bringing the restitutionary or damages action.' (*Id.* at p. 318.) But it found 'the request for injunctive relief [was] clearly for the benefit of health care consumers and the general public' and therefore not arbitrable. (*Id.* at p. 315.)" (*Clifford*, *supra,* (2019) 38 Cal.App.5th 745, 750–751 citing *Cruz, supra,* 30 Cal.4th at pp. 315-316.)

"These two cases generated what is often called the *Broughton-Cruz* rule: '[a]greements to arbitrate claims for public injunctive relief under the CLRA, the UCL, or the false advertising law are not enforceable in California.' [Citation.]" (*Clifford v. Quest Software Inc.* (2019) 38 Cal.App.5th 745, 751, citations omitted.)

"Importantly, the *Broughton-Cruz* rule distinguishes between public injunctive relief and private injunctive relief, and it *only* bars arbitration of claims for public injunctive relief." (*Clifford v. Quest Software Inc.* (2019) 38 Cal.App.5th 745, 751.) "[P]ublic injunctive relief under the UCL, the CLRA, and the false advertising law is relief that has 'the primary purpose and effect of' prohibiting unlawful acts that threaten future injury to the general public. [Citation.] Relief that has the primary purpose or effect of redressing or preventing injury to an individual plaintiff—or to a group of individuals similarly situated to the plaintiff—does not constitute public injunctive relief." (*McGill v. Citibank, N.A.* (2017) 2 Cal.5th 945, 955.)

"Because the *Broughton-Cruz* rule does not apply to claims for private injunctive relief, a plaintiff's request for private injunctive relief under the UCL is arbitrable, assuming the arbitration agreement is otherwise valid and enforceable." (*Clifford v. Quest Software Inc.* (2019) 38 Cal.App.5th 745, 751.)

The issue in the case at bench is whether plaintiff's injunctive relief claims are private or public. Here, plaintiff brings a class action under Business and Professions Code sections 16600 and 17200, amongst other relief sought, to enjoin defendant from maintaining, enforcing or entering to contracts that restrict the engagement in any lawful

profession, business or trade. The relevant portion of the injunctive relief sought in the complaint is as follows:

> For preliminary and permanent injunctive relief enjoining Defendant from maintaining, attempting to enforce, or entering into any unlawful contract that restricts the engagement in a lawful profession, business or trade, in violation of Business and Professions Code § 16600 et seq.

(Compl., 9:17-20.)

Defendant contends that the injunctive relief sought is of a private nature, because it only benefits plaintiff and the class identified in paragraph 27 of the complaint, i.e., all current and former employees who worked for defendant in California, who were subject to a non-compete clause. (Compl., ¶ 27.) However, plaintiff argues that the claim confers a public benefit, since plaintiff seeks to enjoin defendant from continuing to enter into those contracts with any former, current, and prospective employees.

While former, current, and prospective employees of defendant who are subject to defendant's non-compete contractual provisions are part of the general public, these persons would more accurately be described as "a group of individuals similarly situated to the plaintiff. . ." (*McGill, supra,* 2 Cal.5th at p. 955.) The private nature of plaintiff's claims is also evident from the fact that plaintiff is pursuing a class action, which by its nature, serves to benefit a well-defined community or class of persons. Plaintiff's claims are limited to him and to those similarly situated and the only potential beneficiaries of the requested injunctive relief are defendant's former, current, and prospective employees, not the public at large. Accordingly, plaintiff's claim for injunctive relief is private in nature and falls outside the *Broughton-Cruz* restriction on arbitrability.

Therefore, plaintiff's claims are subject to arbitration and the motion is granted.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg on 11-18-25.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re:	***Gill v. Fresno Community and Medical Center et al.*** Superior Court Case No. 23CECG05021
Hearing Date:	November 19, 2025 (Dept. 403)
Motion:	By Defendant Paul Jacob Goebel, M.D. for Summary Judgment

Tentative Ruling:

To grant summary judgment in favor of defendant Paul Jacob Goebel, M.D. Moving party is directed to submit to this court, within five days of service of the minute order, a proposed judgment consistent with the court's summary judgment order.

Explanation:

Defendant Paul Jacob Goebel, M.D. ("Defendant") moves for summary judgment based on the declarations of a medical expert, Andrew Wachtel, M.D., who has opined that Dr. Goebel's care and treatment of plaintiff Manpreet Gill ("Plaintiff") did not fall below the standard of care. For the same reasons, Dr. Goebel moves for summary judgment of plaintiff Yadwinder Singh's claim for loss of consortium.

"The standard of care in a medical malpractice case requires that physicians exercise in diagnosis and treatment that reasonable degree of skill, knowledge and care ordinarily possessed and exercised by members of the medical profession under similar circumstances. ' "The standard of care against which the acts of a physician are to be measured is a matter peculiarly within the knowledge of experts; it presents the basic issue in a malpractice action and can only be proved by their testimony, unless the conduct required by the particular circumstances is within the common knowledge of the layman."'" (*Munro v. Regents of University of California* (1989) 215 Cal.App.3d 977, 983–984, internal citations omitted.)

Normally, the question of whether a medical professional's care and treatment of a patient fell within the standard of care or caused the plaintiff's injuries is a matter that can only be established through expert testimony. (*Landeros v. Flood* (1976) 17 Cal.3d 399, 410.) "California courts have incorporated the expert evidence requirement into their standard for summary judgment in medical malpractice cases. When a defendant moves for summary judgment and supports his motion with expert declarations that his conduct fell within the community standard of care, he is entitled to summary judgment unless the plaintiff comes forward with conflicting expert evidence." (*Hutchinson v. United States* (9th Cir. 1988) 838 F.2d 390, 392.)

Here, Defendant's expert submits that Defendant's care and treatment of Plaintiff did not fall below the standard of care or cause her injuries. (Defendant's Statement of Undisputed Material Fact, No. 5.) Dr. Wachtel, among other things, a critical care specialist opined that Defendant's assistance in Plaintiff's Code Blue was appropriate.

(*Id.*, No. 3, 4.) Dr. Wachtel further concluded that Defendant was not involved in Plaintiff's care until the code was called. (Wachtel Decl., ¶ 8.) Therefore, Defendant has met his burden of showing that Plaintiff cannot prevail on her claim against Defendant of medical negligence, as she cannot show that Defendant's care and treatment of her fell below the standard of care. Accordingly, Defendant further has met his burden to show no triable issues as to Singh's loss of consortium claim against Defendant.

The burden shifts to Plaintiff to come forward with conflicting expert evidence. Plaintiff and Singh filed a Notice of Non-Opposition. Accordingly, the motion for summary judgment is granted in favor of defendant Paul Jacob Goebel, M.D. and against plaintiffs Manpreet Gill and Yadwinder Singh.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg on 11-18-25.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***Lopez v. Selma Auto Mall, Inc., et al.***
Superior Court Case No. 25CECG01871

Hearing Date: November 19, 2025 (Dept. 403)

Motion: by Plaintiff for an Order Compelling Defendants' Responses to Form Interrogatories – Employment, Set One, and Request for Production of Documents, Set One

Tentative Ruling:

To find moot plaintiff Perla Lopez's motion to compel defendant Selma Auto Mall, Inc. to provide verified responses to Form Interrogatories – Employment, Set One, and Request for Production of Documents, Set One, as it appears responses have been served.

To impose monetary sanctions in favor of plaintiff and against defendant Selma Auto Mall, Inc. (Code Civ. Proc. §§ 2023.010, subd. (d), 2030.290, subd. (c), 2031.300, subd. (c).) Defendant is ordered to pay $450 in sanctions to Blackstone Law, APC, within 30 days of the clerk's service of the minute order.

To find moot plaintiff Perla Lopez's motion to compel defendant Visalia Motors, LLC. to provide verified responses to Form Interrogatories – Employment, Set One, and Request for Production of Documents, Set One, as it appears responses have been served.

To impose monetary sanctions in favor of plaintiff and against defendant Visalia Motors, LLC. (Code Civ. Proc. §§ 2023.010, subd. (d), 2030.290, subd. (c), 2031.300, subd. (c).) Defendant is ordered to pay $450 in sanctions to Blackstone Law, APC, within 30 days of the clerk's service of the minute order.

Explanation:

A party that fails to serve a timely response to a discovery request waives "any objection" to the request. (Code Civ. Proc. §§ 2030.290, subd. (a), 2031.300, subd. (a).) The propounding party may move for an order compelling a party to respond to the discovery request. (Code Civ. Proc. §§ 2030.290, subd. (b), 2031.300, subd. (b).)

Where responses are served after the motion is filed, the motion to compel may still properly be heard. (*Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 409.) Unless the propounding party takes the matter off calendar, the court may determine whether the responses are legally sufficient, and award sanctions for the failure to respond on time. (*Ibid*.)

Where a party fails to timely respond to a defendant's request for a statement of the amount of damages being sought, the defendant may petition the court for an order that the responsive statement be served. (Code Civ. Proc. § 425.11, subd. (b).)

In the case at bench, plaintiff has served Form Interrogatories – Employment, Set One, and Requests for Production of Documents, Set One, upon defendants by mail on May 29, 2025. (Bragg Decl., ¶¶ 3, 7 Ex. 1.) Despite plaintiff's efforts to address the lack of responses informally, defendants have failed to serve any responses. (*Id*. at ¶¶ 4-6, 9, Ex. 3.)

On November 17, 2025 an opposition was filed indicating defendants recently retained new counsel and oppose the motion based on verified responses having been served. (Shah Decl., ¶ 5.) The court will exercise its discretion and consider the late filed opposition, which cures the evidentiary deficiencies in the moving papers. (Cal. Rules of Court, rule 3.1300 (d); *Hobson v. Raychem Corp.* (1999) 73 Cal.App.4th 614, 623.)

As it appears there are no responses to compel, the motion is moot.

Sanctions

The court may award sanctions against a party that fails to provide discovery responses. (Code Civ. Proc. § 2023.010(d), (h).)

Where responding party provided the requested discovery after the motion to compel was filed, the court is authorized to award sanctions. (Cal. Rules of Court, rule 3.1348(a).)

Plaintiff's requests for sanctions in connection with the motions at bench is granted. The court finds it reasonable to award sanctions f in the reduced amount of $450 against each defendants as the moving papers in the separately filed motions are identical and counsel's hourly rate of $450 exceeds local billing rates for counsel of similar experience. (Bragg Decl, ¶ 7.) Defendants are each ordered to pay $450 in sanctions to Blackstone Law, APC within 30 days of the clerk's service of the minute order.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg on 11-18-25.
(Judge's initials) (Date)