

Judge Benson – Law & Motion – Wednesday, October 22, 2025 @ 9:00 AM
TENTATIVE RULINGS

1. 22CV02404 Guinn, Lisa v. Graham Solar Systems, Inc. et al.

EVENT: Motion to Strike Answer of Graham Solar systems Inc. (Continued from 9/17/25)

The Court is in receipt of the substitution of attorney filed on behalf of Defendants Graham Solar Systems, Inc. and Nicholas Graham. In light of this development, Plaintiff's Motion to Strike Answer of Graham Solar systems Inc. is DENIED.

2. 22CV02543 Christiansen, Kevin et al v. Hammond, Dylan et al.

EVENT: Defendant Brett Hurt's Motion for Determination of Good Faith Settlement

Defendant Brett Hurt's Motion for Determination of Good Faith Settlement is continued March 25, 2026 at 9:00am, to allow the parties to conduct discovery with respect to the *Tech-Bilt* factors. (See *City of Grand Terrace v. Superior Court* (1987) 192 Cal.App.3d 1251, 1265) Defendant Hurt to give notice. The briefing schedule is as follows:

Defendant Hurt's supplemental brief: 2/25/26

Defendant Hammond's supplemental brief: 3/6/26

Hurt's reply: 3/13/26

As an aside, the Court does not see a proof of service accompanied with the moving papers. Defendant Hurt shall address that matter forthwith.

3. 23CV01108 Linson, Joseph D v. Super Shopper Auto Sales, Inc.

EVENT: Petition to Confirm Arbitration Award (Continued from 10/1/25)

The Court will hear from counsel. The Court has reviewed the itemized costs. It appears to be reasonable, however, the Court has questions concerning the charge of \$738.67, described as electronic filing of the reply.

The Court notes it has considered Plaintiff's opposition, and the declaration filed on October 14, 2025. The Court disagrees with Plaintiff's position, noting that an award of costs is independently authorized by statute.

4. 24CV00451 Jones, Tim et al v. Chico Mobile Home Park LLC et al.

EVENT: Defendants Chico Mobile Home Park, LLC and Boa Vida Communities, LLC's Motion for Protective Order Relief from (1) Waiver of Objections; (2) Protection from Production of Confidential Documents; and Request for Monetary Sanctions in the Amount of \$3,182.00.

Preliminarily, counsel is ordered to meet and confer regarding a protective order concerning confidential information obtained during discovery. Considering the nature of the case, an attorneys' eyes-only level of confidentiality appears to be appropriate. Counsel shall submit a stipulated protective order within 2 weeks. If counsel cannot agree on the form, each shall submit a proposed order to the Court.

Meet and Confer

As Plaintiffs noted, some discovery requests, and some objections identified in this motion were not identified in Defendants' meet and confer letter. As a result, this motion is denied without prejudice with respect to those objections and those discovery requests, with one exception – the Court will consider the burdensome objection. In the Court's view, it is necessary to address that objection now to insure this case remains on track.

For clarification, the Court is only considering the burdensome objection and the Civil Code § 3295 objection identified in Defendants' meet and confer letter. With respect to all other objections, the motion is denied without prejudice for failure to adequately meet and confer.

Objection Waiver

Defendants' request for relief from objection waiver is granted. The Court finds the failure to serve timely responses was the result of excusable neglect. However, the Court takes note of the fact this is the second time Defendants have provided tardy responses.

Civil Code Section 3295

Preliminarily, Plaintiffs have not clearly explained why the subject requests are relevant as to liability. Ostensibly, this case primarily sounds in breach of implied warranty of habitability. The financial condition of Defendants is not an element of a habitability cause of action.

Plaintiffs suggest evidence of Defendants' financial condition is relevant with respect to alleged utility overbilling as well as the reasonable cost of repair with respect to repair and deduct. Regarding utility overbilling, the subject requests (Production of Document nos. 19-22, 47, and Special Interrogatory nos. 29-136) are either overbroad or have nothing to do with utility overbilling.

Regarding repair and deduct, the Court is doubtful whether evidence of repair costs qualifies as good cause under section 3295 to delve into Defendants' financial condition. There would seem to be abundant independent information available concerning reasonable repair costs. The argument seems to be a pretext for delving into Defendants' financial condition. In any event, the Court finds the subject requests (Production of Document nos. 19-22, 47, and Special Interrogatory nos. 29-136) to be either overbroad or have nothing to do with reasonable repair costs.

Defendants' Civil Code Section 3295 objection is sustained to the extent Plaintiffs are seeking financial information on theories other than their punitive damages theory.

The operative pleading does request punitive damages. To the extent Plaintiffs are seeking to compel responses based on punitive damages, Defendants' motion is granted, without prejudice to Plaintiffs, upon the filing of an appropriate motion. Specifically, the motion is granted with respect to Request for Production of Document nos. 19-22, 47, and Special Interrogatory nos. 29-136. Defendants are not required to provide responses to those requests until further order of the Court.

Burden

The burdensome objection is well taken. The burdensome objection is directed towards requests made which are common to all Plaintiffs. Despite the common nature of these requests, Plaintiffs elected to propound these common requests individually, resulting in 18,768 special interrogatories, 19,320 requests for admissions and 124 documents requests.

To be sure, to the extent each individual has unique damages and unique facts pertaining to liability of their individual action, each Plaintiff is entitled to conduct appropriately

tailored discovery. But as far as the subject requests there is no reason to require Defendants to provide 69 separate responses. With respect to the following discovery requests, the motion is granted. Defendants shall provide (1) discovery response to the Plaintiffs collectively:

Requests for Admissions - Granted in full except individual responses required for nos. 118-125.

Form Interrogatories, Set One – Granted in full.

Form Interrogatories, Set Two – Granted in full. (Note: it appears to the Court that set two is identical to set one in that all of the same boxes are checked)

With respect to Production of Document nos. 19-22, 47, and Special Interrogatory nos. 29-136; the burdensome objection is moot in light of the Court sustaining the Civil Code § 3295 objection. However, to the extent those requests are renewed after a successful 3295 motion, Defendants will only be required to provide (1) discovery response to Plaintiffs collectively as these requests are common not unique.

Defendants shall provide verified responses consistent with this order within 30 days of this order. To clarify, one response is required with respect to Requests for Admissions (nos. 118-125 excepted – separate responses are required for those requests), Form Interrogatories, Set One, and Form Interrogatories Set Two.

As to Production of Document nos. 19-22, 47, and Special Interrogatory nos. 29-136, the Civil Code Section 3295 objection is sustained. Defendants have no obligation to respond to those requests until Plaintiffs file a successful 3295 motion. Meanwhile Plaintiffs may propound requests which are tailored to their utility overbilling and repair and deduct allegations.

Both requests for sanctions is denied.

Defendants shall prepare and submit a form of order consistent with this ruling within 2 weeks.

5. 24CV00578 LVNV Funding, LLC v. Cooper, Brittany

EVENT: Plaintiff's Motion for Order that Matters in Request For Admissions Be Deemed Admitted Pursuant to CCP 2033.280

Plaintiff's Motion for Order that Matters in Request For Admissions Be Deemed Admitted Pursuant to CCP 2033.280 is GRANTED. The Court will sign the proposed order.

6. 25CV00661 JP Morgan Chase Bank v. Bond, Ez A

EVENT: Plaintiff's Motion for Order That Matters in Request Admission of Truth of Facts Be Deemed Admitted

Plaintiff's Motion for Order That Matters in Request Admission of Truth of Facts Be Deemed Admitted is GRANTED. The Court will sign the proposed order.

7. 25CV01688 Pressley, Ronald v. General Motors, LLC

EVENT: Defendant General Motors LLC's Motion for CCP § 871.26 Sanctions

Defendant General Motors LLC's Motion for CCP § 871.26 Sanctions is GRANTED.

The opposition suggests that some form of meet and confer is required in relation to CCP §871.26. However, the plain language of the statute indicates otherwise.

CCP § 871.26. Expedited Discovery and Resolution Procedures

(a) This section only applies to a civil action seeking restitution or replacement of a motor vehicle pursuant to Section 871.20.

(b) Within 60 days after the filing of the answer or other responsive pleading, all parties shall, without awaiting a discovery request, provide to all other parties an initial disclosure and documents pursuant to subdivisions (f), (g), and (h).

[Emphasis Added]

“without awaiting a discovery request” indicates no meet and confer is required. As Defendant notes, the purpose of this legislation is to expedite these cases. The language disposing of a discovery request requirement furthers that purpose.

The opposition's reference to well settled meet and confer rules concerning general discovery disputes is not applicable for two reasons. First, there is no meet and confer requirement for a failure to respond to discovery – meet and confer is only required when the propounding party intends to seek a motion to compel further responses. (See *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 403) As of this ruling, there still appear to be multiple categories of documents that remain outstanding.

Second, a specific statute will supersede a more general statute, see *In re Williamson* (1954) 43 Cal.2d 651, 654. CCP § 871.26 is specific to lemon law cases. To the extent it conflicts with general discovery rules, section 871.26 prevails.

In the concluding paragraph of the moving papers, Defendant requested a dismissal of the case.

CCP 827.26

(j) Unless the party failing to comply with this section shows good cause, notwithstanding any other law and in addition to any other sanctions imposed pursuant to this chapter, a court shall impose sanctions as follows:

(3) For a plaintiff's repeated noncompliance with subdivision (b), (c), or (d), a court shall order the case dismissed without prejudice and the plaintiff's attorney to be responsible for costs awarded to the manufacturer.

[Emphasis Added]

The Court's interpretation is "repeated noncompliance" means repeated non-compliance with court orders. It is virtually unprecedented to dismiss a case after one discovery motion. The Court doubts the Legislature intended that harsh of a penalty on the first motion.

Both of the firms representing Plaintiff – Harris Consumer Law Group and Ron Marquez Law Corp are jointly and severally liable for sanctions in the amount of \$1,500, payable within 15 business days.

Plaintiff shall produce the documents identified in this motion within 10 days.

Defendant shall prepare and submit a form of order consistent with this ruling within 2 weeks.

8. 25CV02752 Morales, Laila Danae v. Click, Christian James

EVENT: Petitioner's Motion for a Preliminary Injunction

Petitioner's Motion for a Preliminary Injunction is GRANTED. Per CCP § 995.240, the bond requirement is waived. The following order shall remain in effect pending the issuance of a final judgment in this case.

Defendant/Respondent Christian James Click is ordered to return possession of dog "Josie", a miniature Australian Shepherd, to Plaintiff/Petitioner Laila Danae Morales no later than 6:00pm on Friday October 24, 2025. If the parties cannot agree on a pickup/drop off location, the exchange shall occur at Chico Creek Animal Hospital, 3449 CA-32, Chico, CA 95973.

In account for the period of time Plaintiff/Petitioner has been deprived possession, Plaintiff/Petitioner is entitled to possession from October 24, 2025 until Sunday November 23, 2025 at 11:00am.

Both parties are prohibited from selling/transferring or rehoming without written consent or Court approval.

Thereafter, the parties shall have alternating possession of the dog for two week intervals. Thus, the following exchange date will be December 7, 2025 at 11:00am, and so on.

The Court will prepare the order.

9. 25CV02942 In re: Wilson-James, Marisa

EVENT: Change of name (minor) (Continued from 10/1/25)

The Court will hear from Petitioner. If there are no appearances, the Petition will be dismissed without prejudice.

10. 25CV03185 In re: Storey, Regina Louise

EVENT: Change of name (minor)

The Court will hear from Petitioner.

11-12. 25CV03266 Fugate, Bryce v. Wittmeier, Kristen et al.

EVENT: (1) Defendants Ed Wittmeier Ford, Inc., Kristen Wittmeier and Mary Wittmeier Motion to Compel Arbitration and to Stay the Proceeding Pending Arbitration

(2) Plaintiff's Motion for a Preliminary Injunction (Continued from 10/8/25)

Defendants Ed Wittmeier Ford, Inc., Kristen Wittmeier and Mary Wittmeier Motion to Compel Arbitration and to Stay the Proceeding Pending Arbitration is GRANTED.

Plaintiff's evidentiary objections are all overruled.

Defendant's evidentiary objection to the declaration of Bryce Fugate is sustained. Defendant's evidentiary objection to the EDD letter is overruled.

The Court is not considering the new evidence submitted in the reply papers.

Defendants Have Met Their Evidentiary Burden Demonstrating the Existence of an Arbitration Agreement

Garcia v. Stoneledge Furniture LLC (2024) 102 Cal.App.5th 41, 51 (citing *Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413):

The party seeking to compel arbitration bears an initial burden to show an agreement to arbitrate; that burden can be met by providing a copy of the alleged agreement. If that initial burden is met, the burden shifts to the party opposing arbitration to identify a factual dispute as to the agreement's existence, thereby shifting the burden back to the arbitration proponent. At that point, and because the existence of the agreement is a statutory prerequisite to granting the petition, the petitioner bears the burden of proving its existence by a preponderance of the evidence.

Here, Defendants have proffered a copy of the alleged agreement, thus the burden shifts to Plaintiff to identify a factual dispute. In light of the Court sustaining Defendants' objection to the unsigned declaration of Plaintiff, Plaintiff has failed to meet that burden. The motion is granted for that reason. Additionally, even if the declaration was admissible, the Court finds Defendants have met their burden of proving the existence of the agreement by a preponderance of the evidence.

Ruiz v. Moss Bros. Auto Group, Inc. (2014) 232 Cal.App.4th 836, has set forth standards with respect to the authenticity of electronic signatures in the context of arbitration agreements. Safeguards include a unique login ID and password, that the date and that employees were required to use their unique login ID and password. (*Id* at p. 844)

Here, Defendant has presented evidence of login ID and password safeguards, as well as evidence that a signature cannot be effectuated without using the unique identifying credentials. The Court is not persuaded by Plaintiff's expert's (Mr. Berryhill) testimony that the IP address associated with the January 19, 2025 signature originated in Palo Alto.

Mr. Berryhill fails to explain how or why he believes the IP address originated from Palo Alto. Further, even if there was some doubt with respect to the January 19, 2025 signature, there is little doubt that the January 13, 2025 signature originated in Chico.

Defendants Have Not Waived Their Right to Arbitrate

As Plaintiff correctly noted, the party resisting arbitration is no longer required to demonstrate prejudice with respect to the waiver issue. (*See Quach v. California Commerce Club, Inc.* (2024) 16 Cal.5th 562) The remaining factors were set forth by the California Supreme Court in *St. Agnes Medical Center v. PacifiCare of California* (2003) 31 Cal.4th 1187, 1196:

In determining waiver, a court can consider '(1) whether the party's actions are inconsistent with the right to arbitrate; (2) whether "the litigation machinery has been substantially invoked" and the parties "were well into preparation of a lawsuit" before the party notified the opposing party of an intent to arbitrate; (3) whether a party either requested arbitration enforcement close to the trial date or delayed for a long period before seeking a stay; (4) whether a defendant seeking arbitration filed a counterclaim without asking for a stay of the proceedings; (5) "whether important intervening steps [e.g., taking advantage of judicial discovery procedures not available in arbitration] had taken place";

[Emphasis Added]

With respect to this motion, the critical inquiries are whether "the litigation machinery has been substantially invoked" and whether Defendant delayed for a long period of time before filing this motion.

With respect to the former, Defendant's conduct cannot be construed as actively participating in the merits of this case. The ex partes filed by Plaintiff essentially were discovery motions initiated by Plaintiff. It is unreasonable to expect Defendant to sit idly under those circumstances. Importantly, because those matters were initiated by Plaintiff, it cannot be said that Defendants "invoked" the litigation machinery.

With respect to the later, this case was filed 9/5/25. The motion to compel was filed on 9/24, less than 3 weeks from the time the case was filed and well within the timeframe to serve a responsive pleading. The motion to compel arbitration is timely.

The Arbitration Agreement is Not Unconscionable

Unconscionability has both a procedural and a substantive component under California law. (*Serafin v. Balco Properties Ltd., LLC* (2015) 235 Cal.App.4th 165, 177) Both, however, need not be present to the same degree. A sliding scale is applied so that the more substantively oppressive the contract term, the less evidence of procedural unconscionability is required to come to the conclusion that the term is unenforceable, and vice versa. (*Id* at p. 178)

Procedural unconscionability exists when the stronger party drafts the contract and presents it to the weaker party on a "take-it-or-leave-it basis." *Serafin, supra* at p. 179) However, the fact that the arbitration agreement is an adhesion contract does not render it automatically unenforceable as unconscionable.

Here, there is little doubt there is some degree of procedural unconscionability. All indications are the arbitration agreement was a condition of employment. Thus, the issue rests on whether there is substantive unconscionability.

Plaintiff claims that the arbitration agreement is unconscionable because it requires Plaintiff to split the costs of arbitration of his statutory FEHA claims. However, a careful reading of the agreement reveals Defendants are required to pay arbitration costs with respect to statutory claims.

Plaintiff also argues substantive unconscionability with respect to a PAGA waiver and a "burdensome certified-mail initiation process". With respect to a PAGA waiver, Plaintiff is correct in that PAGA is not waivable, see *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, 1117. However, the subject waiver includes a qualifier in relation to the PAGA waiver – "(unless prohibited by controlling law)". This language effectively cures any problem. Even if it didn't, the qualifying language supports a finding that the term is severable. (See *McManus v. CIBC World Markets Corp.* (2003) 109 Cal.App.4th 76, 101) [If the illegality is collateral to the main purpose of the contract, and the illegal provision can be extirpated from the contract by means of severance or restriction, then such severance and restriction are appropriate]

Regarding Plaintiff's argument that the mailing procedure is burdensome, the Court disagrees. Arguably Plaintiff has already substantially complied with the procedure by

serving this action on Defendants. In any event, it is simply designed to employ a mechanism for Defendants to receive notice.

In sum, the Court finds no substantive unconscionability. As a result, the agreement is not unconscionable.

CCP § 1281.2 Does Not Preclude Non-Signatory Defendants From Compelling Arbitration

Plaintiff's argument here appears to be premised on the theory that non-signatory Defendants Kristen and Mary Wittmeier are third parties for purposes of section 1281.2. As a general matter, only signatories to an arbitration agreement may enforce it. (*Rowe v. Exline* (2007) 153 Cal.App.4th 1276, 1284)

California courts do recognize, however, that a nonsignatory sued as an agent of a signatory may enforce an arbitration agreement. In *Dryer v. Los Angeles Rams* (1985) 40 Cal.3d 406, 418 [220 Cal. Rptr. 807, 709 P.2d 826] (Dryer), the plaintiff filed a lawsuit against the Rams, as well as individuals sued in their capacities as "owners, operators, managing agents, and in control [sic] of" the Rams, under a contract containing an arbitration provision. (*Id.* at pp. 409–410, 418.) The individual defendants were alleged to have been party to the contract and breached the contract. (*Id.* at p. 418.) The trial court denied a petition to compel arbitration as to the individual defendants, on the ground they were not signatories to the contract. (*Id.* at pp. 411, 418.) The Court of Appeal reversed, holding that: "If, as the complaint alleges, the individual defendants, though not signatories, were acting as agents for the Rams, then they are entitled to the benefit of the arbitration provisions." (*Id.* at p. 418.)

(*Rowe, supra*, at p. 1284)

[Emphasis Added]

Here, paragraph 10 of the Complaint unambiguously alleges each Defendant was the agent of every other Defendant. Consequently, non-signatory Defendants may compel arbitration.

In light of the Court's ruling granting the motion to compel arbitration, the case is stayed and Plaintiff's pending motion for a preliminary injunction is moot.

Defendants shall prepare and submit a form of order consistent with this ruling within 2 weeks.

13. 154580 Jane Doe 1 v. Carter, Christopher Steven

EVENT: OEX (Christopher Steven Carter)

The Court will swear in the witness.