SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

Department 3
Honorable William J. Monahan, Presiding
Courtroom Clerk
191 North First Street, San Jose, CA 95113
Telephone: (408) 882-2130

DATE: 11/26/2024 TIME: 9:00 A.M.

TO CONTEST THE RULING: Before 4:00 p.m. today (11/25/2024) you must notify the:

(1) Court by calling (408) 808-6856 and
(2) Other side by phone or email that you plan to appear and contest the ruling.
(California Rule of Court 3.1308(a)(1) and Local Rule 8.E.)

TO APPEAR AT THE HEARING: The Court prefers in-person appearances or by Teams. If you must appear virtually, please use video.

FOR YOUR NEXT HEARING DATE: Please reserve your next hearing date using Court Schedule—an online scheduling tool that can be found on the Santa Clara County court website.

FINAL ORDERS: The prevailing party shall prepare the order unless otherwise ordered. (See California Rule of Court 3.1312.) **Please Note:** Any proposed orders must be submitted with the Judicial Council Form EFS-020 Proposed Order (Cover Sheet). Please include the date, time, dept., and line number.

COURT REPORTERS: The Court no longer provides official court reporters. If any party wants a court reporter, the appropriate form must be submitted. See court website for policy and forms.

LINE #	CASE #	CASE TITLE	RULING
LINE 1	21CV383107	Giuliani Construction and Restoration, Inc. vs Rancho Homeowners Association	Hearing: Demurrer to Albert Yeong's Third Amended Cross Complaint by Plaintiff/Cross Defendant Giuliani Construction and Restoration, Inc. Ctrl Click (or scroll down) on Line 1 for tentative ruling. The court will prepare the order.

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DATE: 11/26/2024 TIME: 9:00 A.M.

LINE 2	24CV431706	Tim Wegner vs Cisco Systems, Inc. et al	Hearing: Demurrer to the First Amended Complaint by Defendants Cisco Systems Incorporated and Thaddeus Bolton ("Defendants") Untimely opposition and SUSTAINED WITH 15 DAYS LEAVE TO AMEND. The court exercises its discretion *not* to consider plaintiff Tim Wegner's untimely opposition (see Cal. Rules of Ct., rule 3.100(d), other than sustaining the demurrer with 15 days leave to amend. Moving party to prepare order for signature by court.
LINE 3	24CV433689	Danielle Burton et al vs Diana Aung, MD et al	Hearing: Demurrer to Plaintiffs' First Amended Complaint by Defendant Diana Aung MD and Nidhi Jacob MD Ctrl Click (or scroll down) on Line 3 for tentative ruling. The court will prepare the ruling.
LINE 4	24CV434201	Balbinder Kaur vs General Motors, LLC	Motion: Compel Defendant's Further Responses to Special Interrogatory Nos. 14, 40-43, and 51 by Plaintiff Balbinder Kaur Ctrl Click (or scroll down) on Lines 4-5 for tentative ruling. The court will prepare the order.
LINE 5	24CV434201	Balbinder Kaur vs General Motors, LLC	Motion: Compel Defendant's Further Responses to Request for Production Nos. 1-3, 14-16, 31-33, and 37-51 by Plaintiff Balbinder Kaur Ctrl Click (or scroll down) on Lines 4-5 for tentative ruling. The court will prepare the order.
LINE 6	24CV450686	National Bankcard Services, Inc. vs Hao Pan	Hearing: Other [**Amended Notice for 12/19/2024**] Petition to Enforce Interstate Subpoena Pursuant to CCP 2029.600 by Petitioner National Bankcard Services, Inc. OFF CALENDAR. [The parties met and conferred and agreed to re-notice the hearing for 12/19/2024 at 9:00 a.m. [in Dept. 3.] (See Amended Notice of Hearing filed 11/20/2024).]
LINE 7	2008-1-CV-102912	Unifund CCR Partners vs Kye M. Sun	Hearing: Motion to Vacate and Set Aside Renewal of Judgment, Recall and Quash any Writs of Execution, and Return of any property levied upon by defendant Kye M. Sun Plaintiff Unifund CCR Partner's judgment assignee River Heights Capital LLC filed Assignee's Non-Opposition on 8/15/2024. Unopposed and GRANTED. Moving party to submit order for signature by the court.

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LINE 8			
LINE 9			
LINE 10			
LINE 11			
LINE 12			

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Calendar Line 1
Case Name: *Giuliani Construction and Restoration, Inc. v. Rancho Homeowner's Association, et al.*
Case No.: 21-CV-383107

Demurrer to the Third Amended Cross-Complaint of Cross-Complainant Albert Yeong by Cross-Defendant Giuliani Construction and Restoration, Inc.

Factual and Procedural Background

Complaint

Plaintiff Giuliani Construction and Restoration, Inc. ("GCR") is a licensed general contractor. (Complaint at ¶ 1.) Defendant Rancho Homeowners Association ("HOA") is a homeowner's association comprised of eight condominium units, designated A through H, within a single building located at 95 Rancho Drive in San Jose ("Property"). (Id. at ¶ 3.) Defendant Albert Yeong ("Yeong") resides at Unit F of the Property and is a member of defendant HOA. (Id. at ¶ 5.)

In 2018, the Property suffered damage caused by a water leak. (Complaint at ¶ 8.) The leak originated in one of the units at the Property but damaged a substantial portion of the building. (Ibid.) In March 2018, defendant HOA, by and through its Chief Executive Officer Sergio Gonzalez, contracted with plaintiff GCR to repair the water damage as it related to the structure of the building but not the interior of the individual condominium units ("Project"). (Id. at ¶¶ 4, 9.) Defendant HOA made payments to plaintiff GCR through September 2020, but ceased all further payments thereafter leaving the amount of $95,000 due and owing for work performed. (Id. at ¶ 10.)

Some individual owners of units at the Property entered into separate contracts with plaintiff GCR for the interior. (Complaint at ¶ 11.) Defendant Yeong was one such owner who contracted with plaintiff GCR for work on the interior of unit F. (Id. at ¶ 12.) More than one year after completion of the Project, defendant Yeong made allegations against plaintiff GCR for defective work. (Ibid.) However, defendant Yeong has refused and presently refuses to allow plaintiff GCR to meaningfully assess the allegations in the manner and form requested by plaintiff GCR. (Ibid.) Defendant Yeong has also made statements to defendant HOA to prevent HOA from making payments to plaintiff GCR. (Ibid.)

On May 27, 2021, plaintiff GCR filed the operative complaint against defendants HOA and Yeong alleging causes of action for:

(1) Breach of Contract [against defendant HOA];
(2) Common Counts [against defendant HOA];
(3) Quantum Meruit [against defendant HOA];
(4) Prompt Payment Penalties [against defendant HOA];
(5) Intentional Interference with Contractual Relations [against defendant Yeong];
(6) Breach of Implied Covenant of Good Faith and Fair Dealing [against defendant Yeong]; and
(7) Declaratory Relief [against defendant Yeong].

On August 23, 2021, defendant Yeong filed an answer to the complaint setting forth a general denial and affirmative defenses. He also filed a cross-complaint asserting causes of action for:

(1) Breach of Contract;
(2) Negligence; and
(3) Violation of Business and Professions Code § 17200 et seq.

On September 8, 2021, defendant HOA filed an answer to the complaint also asserting a general denial and affirmative defenses.

On September 24, 2021, plaintiff/cross-defendant GCR filed an answer to defendant/cross-complainant Yeong's cross-complaint.

Yeong's First Amended Cross-Complaint

On September 6, 2023, the court issued an order, pursuant to stipulation, allowing defendant/cross-complainant Yeong leave to file a first amended cross-complaint ("FACC") which Yeong did on September 7, 2023.

According to the FACC, in or around January 2018, a fire caused damage to the Property, including Yeong's unit. (FACC at ¶¶ 7-8.) On or around March 29, 2018, GCR entered into a contract with HOA whereby GCR agreed to furnish labor, materials, equipment, and machinery necessary to complete demolition and reconstruction work on the Property in exchange for payment ("HOA Contract"). (Id. at ¶ 9.) On or around April 9, 2018, Yeong entered into a written home improvement agreement ("Yeong Contract") with GCR whereby GCR would perform certain upgrades or additional work to the interior of Yeong's unit, beyond that performed pursuant to GCR's contract with HOA. (Id. at ¶ 10 and Ex. B.) Among the renovations, GCR agreed to installation of new flooring and baseboards; kitchen countertops; laundry area reconfiguration; and installation of ceiling fans and lights. (Id. at ¶ 11.)

Despite being paid on time and in full, GCR failed to properly and timely perform repairs. (FACC at ¶¶ 12-14.) In addition to inadequately performing on the Yeong Contract, GCR failed to adequately perform on its contract with HOA. (Id. at ¶ 15.) Among other things, GCR failed to property install the water heater; failed to make the walls flush with the floor; failed to properly install electrical; and the HVAC is faulty. (Ibid.) As a result of GCR's failure to adequately and timely perform repairs, Yeong has been displaced from his home for over five years. (Id. at ¶ 16.) GCR has refused to address the workmanship issues and unfinished/ delayed construction. (Id. at ¶ 17.)

Based on these allegations, Yeong's FACC set forth causes of action for:

(1) Breach of Yeong Contract;
(2) Breach of HOA Contract;
(3) Negligence; and
(4) Violation of Business and Professions Code § 17200 et seq.

On October 11, 2023, GCR filed an answer to Yeong's FACC and also filed its own cross-complaint against various subcontractors alleging causes of action for:

(1) Breach of Contract;
(2) Express Indemnity;
(3) Equitable Indemnity;
(4) Comparative Indemnity/Fault;
(5) Contribution/Apportionment;
(6) Declaratory Relief.

On November 1, 2023, plaintiff GCR filed a request for dismissal, with prejudice, of defendant HOA.

On November 7, 2023, plaintiff/cross-defendant GCR filed a motion for summary adjudication of defendant/cross-complaint Yeong's FACC.

In a minute order dated February 8, 2024, the court (Hon. Manoukian) granted cross-defendant GCR's motion for summary adjudication of the second and fourth causes of action of cross-complainant Yeong's FACC.

Yeong's Second Amended Cross-Complaint

In a minute order dated April 30, 2024, the court (Hon. Manoukian) granted cross-complainant Yeong's motion for leave to file a second amended cross-complaint ("SACC").

On May 1, 2024, Yeong filed his SACC with the court.

According to the SACC, Yeong still alleges that in or around January 2018, a fire caused damage to the Property, including his unit. (SACC at ¶ 8.) On or around March 29, 2018, GCR entered into a contract, represented by a written work authorization, with HOA. (Id. at ¶ 9.) Under the HOA Contract, GCR agreed to furnish labor, materials, equipment, and machinery necessary to complete demolition and reconstruction work on the units in the Property, including Yeong's unit. (Ibid.) The repairs and renovations undertaken by GCR in Yeong's unit include, but are not limited to, the HVAC, water heater, utility closet, laundry room configuration and installation of doors and appliances, ceilings, floors, walls, fireplace, door frames, electrical, insulation, and plumbing. (Ibid.)

On or around April 9, 2019, Yeong entered into the Yeong Contract with GCR under which GCR would perform certain upgrades or additional work to the interior of Yeong's unit beyond that performed pursuant to the HOA Contract. (SACC at ¶ 10.) Among the renovations GCR agreed to undertake pursuant to the Yeong Contract were the installation of new flooring and baseboards, kitchen countertops, laundry area reconfiguration which was to include proper installation of electrical outlets and dryer exhaust vent, and installation of ceiling fans and lights. (Ibid.)

Despite being paid on time and in full, GCR failed to properly and timely perform repairs. (SACC at ¶ 12.) For example, the electrical outlet in the laundry area is not installed correctly causing a hazard. (Id. at ¶ 13.) Similarly, the HVAC exhaust vent for the dryer in the laundry area is not installed correctly. (Ibid.) Furthermore, due to poor workmanship, the bi-fold doors that are supposed to close off the laundry area cannot be installed. (Ibid.) The flooring in various locations of the unit was also not installed properly. (Id. at ¶ 14.)

In addition to inadequately performing on the Yeong Contract, GCR failed to adequately perform on the HOA Contract. (SACC at ¶ 15.) Among other things, GCR failed to properly install the water heater, failed to make the walls flush with the floor, failed to properly install electrical, and the HVAC system is faulty. (Ibid.)

As a result of GCR's failure to adequately and timely complete repairs, Yeong has been displaced from his home for over five years. (SACC at ¶ 16.) Despite Yeong's repeated efforts to resolve the issue amicably and GCR's express and implied warranty for work performed on the unit, GCR has refused to address its poor workmanship and unfinished and delayed construction. (Id. at ¶ 17.)

Yeong's SACC asserts causes of action for:

(1) Breach of Yeong Contract;
(2) Negligence;
(3) Breach of Express Warranty; and
(4) Breach of Implied Warranty.

On June 4, 2024, cross-defendant GCR filed a demurrer to the third and fourth causes of action in the SACC.

On June 18, 2024, cross-defendant GCR filed a motion to strike portions of the SACC.

The motions were set for hearing on August 13, 2024. Prior to the hearing, this court (Hon. Monahan) posted a tentative ruling sustaining the demurrer to the third and fourth causes of action with leave to amend and denying the motion to strike in its entirety. Neither side appeared at the hearing to contest the tentative ruling. Thus, the tentative ruling became the final order of the court.

Yeong's Third Amended Complaint

On August 26, 2024, Yeong filed his TACC with the court.

According to the TACC, Yeong again alleges that in or around January 2018, a fire caused damage to the Property, including his unit. (TACC at ¶ 8.) On or around March 29, 2018, GCR entered into a contract, represented by a written work authorization, with HOA. (Id. at ¶ 9.) Under the HOA Contract, GCR agreed to furnish labor, materials, equipment, and machinery necessary to complete demolition and reconstruction work on the units in the Property, including Yeong's unit. (Ibid.) The repairs and renovations undertaken by GCR in Yeong's unit include, but are not limited to, the HVAC, water heater, utility closet, laundry room configuration and installation of doors and appliances, ceilings, floors, walls, fireplace, door frames, electrical, insulation, and plumbing. (Ibid.)

On or around April 9, 2019, Yeong entered into the Yeong Contract with GCR under which GCR would perform certain upgrades or additional work to the interior of Yeong's unit beyond that performed pursuant to the HOA Contract. (TACC at ¶ 10.) Among the renovations GCR agreed to undertake pursuant to the Yeong Contract were the installation of new flooring and baseboards, kitchen countertops, laundry area reconfiguration which was to

include proper installation of electrical outlets and dryer exhaust vent, and installation of ceiling fans and lights. (Ibid.)

Despite being paid on time and in full, GCR failed to properly and timely perform repairs. (TACC at ¶ 12.) For example, the electrical outlet in the laundry area is not installed correctly causing a hazard. (Id. at ¶ 13.) Similarly, the HVAC exhaust vent for the dryer in the laundry area is not installed correctly. (Ibid.) Furthermore, due to poor workmanship, the bi-fold doors that are supposed to close off the laundry area cannot be installed. (Ibid.) The flooring in various locations of the unit was also not installed properly. (Id. at ¶ 14.)

In addition to inadequately performing on the Yeong Contract, GCR failed to adequately perform on the HOA Contract. (TACC at ¶ 15.) Among other things, GCR failed to properly install the water heater, failed to make the walls flush with the floor, failed to properly install electrical, and the HVAC system is faulty. (Ibid.)

As a result of GCR's failure to adequately and timely complete repairs, Yeong has been displaced from his home for over five years. (TACC at ¶ 16.) Despite Yeong's repeated efforts to resolve the issue amicably and GCR's express and implied warranties for work performed on the unit, GCR has refused to address its poor workmanship and unfinished and delayed construction. (Id. at ¶ 17.)

Yeong's TACC, now the operative pleading, alleges causes of action for:

(1) Breach of Yeong Contract;
(2) Negligence;
(3) Breach of Express Warranty; and
(4) Breach of Implied Warranty.

On September 25, 2024, cross-defendant GCR filed the motion presently before the court, a demurrer to the TACC. Cross-complainant Yeong filed written opposition. GCR filed reply papers.

Demurrer to the TACC

Cross-defendant GCR argues the third cause of action is subject to demurrer on the grounds of failure to state a claim and uncertainty. (Code Civ. Proc., § 430.10, subds. (e), (f).)

Legal Standard

"In reviewing the sufficiency of a complaint against a general demurer, we are guided by long settled rules. 'We treat the demurrer as admitting all material facts properly pleaded, but not contentions, deductions or conclusions of fact or law. We also consider matters which may be judicially noticed.' " (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) "A demurrer tests only the legal sufficiency of the pleading. It admits the truth of all material factual allegations in the complaint; the question of plaintiff's ability to prove these allegations, or the possible difficulty in making such proof does not concern the reviewing court." (*Committee on Children's Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d 197, 213–214.)

"The reviewing court gives the complaint a reasonable interpretation, and treats the demurrer as admitting all material facts properly pleaded. The court does not, however, assume the truth of contentions, deductions or conclusions of law. … [I]t is error for a trial court to sustain a demurrer when the plaintiff has stated a cause of action under any possible legal theory. And it is an abuse of discretion to sustain a demurrer without leave to amend if the plaintiff shows there is a reasonable possibility any defect identified by the defendant can be cured by amendment." (*Gregory v. Albertson's, Inc.* (2002) 104 Cal.App.4th 845, 850.)

Third Cause of Action: Breach of Express Warranty

The allegations in support of the third cause of action for breach of express warranty are set forth primarily in paragraphs 35-36 which provide:

> ¶ 35: **Cross-Defendants, and each of them, expressly warranted in the Yeong Contract that GIULIANI would "furnish all labor, materials, equipment and supervision necessary to complete the work described herein in a good, careful and workmanlike manner."** (Exhibit B (Yeong Contract), page 1.) This express warranty thus applied to the flooring, countertops, blinds, installation, and laundry room configuration. YEONG reasonably relied on this warranty and believed in good faith that the work was to be carefully performed and free from defects.
>
> ¶ 36: Furthermore, on January 31, 2020, Cross-Defendants provided YEONG with a Letter of Completion and Warranty ("Letter") signed by Miguel Angel Garcia on behalf of GIULIANI CONSTRUCTION and by YEONG. Mr. Garcia was GIULIANI's agent and was working within the scope of his agency, when he signed the Letter in response to Yeong's presence. A true and correct copy of the signed Letter of Completion and Warranty is attached hereto as Exhibit C. **The Letter of Completion and Warranty expressly states that "a standard one year warranty is hereby commenced for all materials and labor." It further states that it is in regard to "RECONSTRUCTION PROJECT JOB# 1805018."** This is the same job number as that given to the work performed under the HOA Contract. Thus, among other things, this express warranty covers the HVAC, the water heater, utility closet, installation of doors and appliances, ceilings, floors, walls, fireplace, door frames, electrical, insulation, plumbing." (TACC at ¶¶ 35-36, emphasis in bold added.)

"In order to plead a cause of action for breach of express warranty, one must allege the exact terms of the warranty, plaintiff's reasonable reliance thereon, and a breach of that warranty which proximately causes plaintiff injury." (*Williams v. Beechnut Nutrition Corp.* (1986) 185 Cal.App.3d 135, 142 (*Williams*).) As stated above, cross-complainant Yeong relies on the express warranties outlined in the Yeong Contract and the Letter of Completion and Warranty. (TACC at ¶¶ 35-36.) Cross-defendant GCR argues the third cause of action is subject to demurrer as Yeong fails to allege the exact terms in support of these express warranties.

As a preliminary matter, the court, in its prior order on demurrer to the SACC, explicitly rejected the express warranty provided in the Letter of Completion and Warranty. On this point, the court's order stated the following:

> "There is no explanation of the word 'standard' as contrasted with what a non-standard warranty would encompass. This allegation merely identifies the temporal scope (one year) and that it encompasses 'materials and labor,' but does not otherwise provide the 'exact terms' of the warranty. On this basis alone, cross-defendant GCR's demurrer to cross-complainant Yeong's third cause of action for breach of express warranty has merit." (Order on Demurrer to SACC at p. 9:7-12.)

The court's previous order however did not consider whether the terms alleged in support of the express warranty claim as to the Yeong Contract were sufficiently pled. As stated above, cross-complainant Yeong alleges cross-defendant GCR expressly warranted in the Yeong Contract that GRC would "furnish all labor, materials, equipment and supervision necessary to complete the work described herein in a good, careful and workmanlike manner." (TACC at ¶ 35; Ex. B.) GCR contends these allegations lack specificity as the Yeong Contract fails to identify any of the key terms of the purported warranty. (Demurrer at p. 7:2-3.) In particular, GCR asserts the alleged statement does not identify when the purported warranty was to begin, how long it would last, the manner in which Yeong was obligated to raise a claim, or how warranty claims would be handled by GCR. (Id. at pp. 6:25-7:2.) But, as the opposition points out, GCR does not cite any legal authority to support its position that such specificity is required to state a valid cause of action for breach of express warranty. (See OPP at p. 6:1-18; *Public Employment Relations Bd. v. Bellflower Unified School Dist.* (2018) 29 Cal.App.5th 927, 939 ["The absence of cogent legal argument or citation to authority allows this court to treat the contention as waived."]; see also *United Grand Corp. v. Malibu Hillbillies, LLC* (2019) 36 Cal.App.5th 142, 153 [court may disregard conclusory arguments that are not supported by pertinent legal authority or fail to disclose the reasoning by which the appellant reached the conclusions he or she wants us to adopt].) Instead, *Williams* requires a plaintiff (or cross-complainant) to plead *only* the exact terms of the warranty which Yeong has done here and must be accepted as true on demurrer. To the extent that GCR seeks more specifics regarding the express warranty, it may utilize modern discovery tools to obtain such information.

Therefore, the court finds that a claim for breach of express warranty has been stated in connection with the Yeong Contract. Consequently, the demurrer to the third cause of action is OVERRULED. (See *Aryeh v. Canon Business Solutions, Inc.* (2013) 55 Cal.4th 1185, 1201 [it is error for a court to sustain a demurrer when the plaintiff has stated a cause of action under any possible legal theory].)

Disposition

The demurrer to the third cause of action is OVERRULED in its entirety.

The court will prepare the Order.

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Calendar Line 2

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Calendar Line 3
Case Name: *Danielle Burton et al. v. Diana Aung, M.D. et al.*
Case No.: 24CV433689

I. Factual and Procedural Background

Plaintiffs Danielle Burton ("Mrs. Burton") and Evelyn Burton, ("Baby Burton")[1] (collectively, "Plaintiffs") bring this first amended complaint ("FAC") against defendants Diana Aung, M.D., Gregory Nee, M.D., Joshua Tamayo-Sarver, M.D., Nidhi Jacob, M.D.,[2] and Good Samaritan Hospital ("the Hospital") (collectively, "Defendants").

In May 2022, Mrs. Burton began seeing Dr. Jacob, and obstetrician, for medical care during her pregnancy with Baby Burton. (FAC, ¶ 9.) Mrs. Burton continued to see Dr. Jacob until she gave birth at the Hospital on January 1, 2023 via cesarean section ("c-section"). (FAC, ¶ 10.) The c-section was performed by Dr. Aung who was on call that day. (*Ibid*.)

On January 4, 2023, Plaintiffs were released from the hospital. (FAC, ¶ 11.) Between January 5, 2023 and February 1, 2023, Mrs. Burton had to go to the Hospital's emergency room several times due to pain following the c-section. (FAC, ¶ 12.) At her first visit at the emergency room, Mrs. Burton's physician was Dr. Tamayo-Sarver who performed tests on Mrs. Burton which showed abnormal fluid in her lungs and other extreme abnormalities. (FAC, ¶ 13.) Mrs. Burton should have been admitted to the hospital; however, the results of these tests were never discussed with her and she was told she was experiencing normal postpartum pain and was sent home. (*Ibid*.)

On January 6, 2023, the Hospital called Mrs. Burton and asked her to come back because her blood cultures showed a bacterial infection. (FAC, ¶ 14.) When she returned, the physician was Dr. Nee who gave her a shot and prescribed her antibiotic pills and sent her home. (*Ibid*.)

On January 20, 2023, Mrs. Burton had a routine appointment with Dr. Jacob. (FAC, ¶ 15.) At the end of May 2023, Mrs. Burton saw a urologist who scheduled her for surgery for June 6, 2024. (FAC, ¶ 16.) At the surgery, it was discovered that Mrs. Burton's ureters were completely crushed and inappropriately stitched into her uterus in their crushed flat condition. (FAC, ¶ 17.) Additionally, an extensive amount of scar tissue was blocking her ureters, impeding the flow of urine from her kidneys to her bladder. (*Ibid*.) The doctors at Dignity Health had to put in stents so that urine could flow properly. (*Ibid*.) Mrs. Burton was told that there was no surgical solution and that she would need to return every few months to have the stents replaced. (*Ibid*.) She was also informed that she had an infected kidney and would require additional future surgeries to correct the damage. (*Ibid*.)

From June 2023 to September 2023, Mrs. Burton frequently had bacteria form on the stents and got numerous bacterial infections, requiring her to continuously be on antibiotics, which were exposed to Baby Burton. (FAC, ¶ 18.) During this time, Mrs. Burton was unable to

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[1] Baby Burton is a minor.
[2] Each doctor will hereinafter be referred to by "Dr." and their last name.

do the most basic activities and the complications have continued to impede her ability to bond with Baby Burton. (FAC, ¶¶ 19, 20.)

In September 2023, Mrs. Burton returned to her doctors because she was still having persistent bacterial infections from her stents and she was then scheduled for another surgery. (FAC, ¶ 21.) On October 2, 2023, Mrs. Burton went in for surgery where she had her bladder removed from its natural position and reattached in a higher position and then her ureter tubes were re-implanted into her bladder. (*Ibid*.) The recovery from this surgery was painful and Mrs. Burton had a catheter in for ten days and a drain tube in for twelve days. (FAC, ¶ 22.) She was not allowed to lift any weight for several weeks and her family had to work 24/7 shifts to care for her and Baby Burton. (*Ibid*.)

On March 20, 2024, Plaintiffs filed their initial complaint. On August 5, 2024, Plaintiffs filed their FAC asserting medical negligence against Defendants.

On August 7, 2024, Dr. Aung and Dr. Jacob (collectively, "demurring Defendants") filed a demurrer to the FAC. Plaintiffs oppose the motion and demurring Defendants filed a reply.

II. Legal Standard

The court, in ruling on a demurrer, treats it "as admitting all material facts properly pleaded, but not contentions, deductions or conclusions of fact or law." (*Piccinini v. Cal. Emergency Management Agency* (2014) 226 Cal.App.4th 685, 688, citing *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) "A demurrer tests only the legal sufficiency of the pleading. It admits the truth of all material factual allegations in the complaint; the question of plaintiff's ability to prove these allegations, or the possible difficulty in making such proof does not concern the reviewing court." (*Committee on Children's Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d 197, 213-214.)

III. Demurring Defendants' Request for Judicial Notice

In support of their demurrer, demurring Defendants request the Court take judicial notice of Plaintiffs' initial complaint, filed on March 20, 2024 ("Ex. 1"). Demurring Defendants make this request in support of their sham pleading argument. The request is GRANTED. (*Owens v. Kings Supermarket* (1988) 198 Cal.App.3d 379, 384 (*Owens*) [policy against sham pleading permits courts to take judicial notice of prior pleadings].)

IV. Demurrer

Demurring Defendants notice of demurrer indicates they are demurring to the FAC on the grounds (1) Baby Burton is a minor and an order approving a guardian ad litem ("GAL") is not present in the court docket; and (2) the FAC fails to state sufficient facts because it is barred by a one-year statute of limitations.

a. Guardian Ad Litem

Demurring Defendants raise their first argument pursuant to Code of Civil Procedure section 430.10, subdivision (b), which states that a demurrer may be filed on the ground that the person who filed the pleading does not have the legal capacity to sue. (Code Civ. Proc., § 430.10, subd. (b).) Demurring Defendants contend that at the time the demurrer was filed, no

order approving appointment of a GAL had been filed, as required by Code of Civil Procedure section 372, subdivision (a)(1).

> Code of Civil Procedure section 372, subdivision (a)(1) states:
> When a minor, a person who lacks legal capacity to make decisions, or a person for whom a conservator has been appointed is a party, that person shall appear either by a guardian or conservator of the estate or by a guardian ad litem appointed by the court in which the action or proceeding is pending, or by a judge thereof, in each case.

In opposition, Plaintiffs argue that they filed an application for appointment of a guardian ad litem on August 9, 2024 and that this Court has not yet issued its order on the application. (Opposition, p. 5:7-12.) In reply, demurring Defendants assert that a GAL should have been appointed prior to filing the original complaint and therefore Baby Burton has no standing to sue. (Reply, p. 4:17-20.)

The Court first notes that neither party cites to relevant authority to support either of their arguments. (See e.g., *Quantum Cooking Concepts, Inc. v. LV Assocs., Inc.* (2011) 197 Cal.App.4th 927, 934 [trial court not required to "comb the record and the law for factual and legal support that a party has failed to identify or provide"].) Code of Civil Procedure section 373 requires that, where the minor is a plaintiff, the appointment of a GAL must be made before the summons is issued. (Code Civ. Proc., § 373, subd. (a).) However, the parties do not address whether failure to apply for appointment of a GAL before the summons is issued is curable. Accordingly, pursuant to Code of Civil Procedure section 430.10, subdivision (b), the demurrer against minor Baby Burton is SUSTAINED with 15 days leave to amend.

b. Statute of Limitations

Demurring Defendants next contend that the medical negligence claim filed on behalf of Mrs. Burton is barred by the one-year statute of limitations set forth in Code of Civil Procedure section 340.5.

A court may sustain a demurrer for failure to state sufficient facts if "the complaint shows on its face the statute [of limitations] bars the action." (*E-Fab, Inc. v. Accountants, Inc. Services* (2007) 153 Cal.App.4th 1308, 1315 (*E-Fab*).) A demurrer is not sustainable on statute of limitations grounds if there is only a possibility that the cause of action is time-barred; the defense must be clearly and affirmatively apparent from the allegations of the pleading and matters of which a court may properly take judicial notice. (*Id.* at pp. 1315-1316.) When evaluating whether a claim is time-barred, the court must determine: (1) which statute of limitations applies, and (2) when the claim accrued. (*Ibid.*)

"Code of Civil Procedure section 340.5 governs actions against health care providers for professional negligence, allowing only one year from the earlier of the date a plaintiff discovered or reasonably should have discovered [her] injury, or three years from the injury, to file suit." (*Johnson v. Open Door Community Health Centers* (2017) 15 Cal.App.5th 153, 158; see also Code Civ. Proc., § 340.5.)

The Court first notes that it declines to address demurring Defendants' argument regarding Code of Civil Procedure section 364, subdivision (a), which relies on an exhibit

attached to a declaration and goes beyond the scope of the pleading. (See e.g., *SKF Farms v. Superior Court* (1984) 153 Cal.App.3d 902, 905 ["A demurrer tests the pleadings alone and not the evidence or other extrinsic matters"]; *Tenet Healthsystem Desert, Inc. v. Blue Cross of California* (2016) 245 Cal.App.4th 821, 834 ["Because a demurrer challenges defects on the face of the complaint, it can refer to matters outside the pleading only if those matters are subject to judicial notice"].)

Demurring Defendants additionally assert a sham pleading argument, contending that Plaintiff's counsel has deleted allegations from the initial complaint that would result in a bar to the medical negligence claim based upon the one-year statute of limitations. (Demurrer, p. 2:23-25.) In opposition, Mrs. Burton argues that while the initial complaint was "drafted to state that Mrs. Burton's ureters were crushed during her January 2023 [c-section], that does not mean that she was aware of that fact in January of 2023 whatsoever; merely, that that is her current position based upon additional information discovered since that time and before filing of the original Complaint in March of 2024." (Opposition, p. 8:4-9.) Mrs. Burton further asserts that nothing in the initial complaint indicates she was aware of the facts in January 2023 and that the FAC clarifies and corrects those facts, to the extent they were ambiguous, unclear, or incorrect. (Opposition, p. 8:15-18.) The Court is not persuaded.

The sham pleading doctrine arises "where a party files an amended complaint and seeks to avoid the defects of a prior complaint either by omitting the facts that rendered the complaint defective or by pleading facts inconsistent with the allegations of prior pleadings. In these circumstances, the policy against sham pleading . . . requires that the pleader explain the inconsistency. If [she] fails to do so the court may disregard the inconsistent allegations and read into the amended complaint the allegations of the superseded complaint." (*Owens, supra,* Cal.App.3d at p. 384 [internal citations omitted].) "The purpose of the doctrine is to enable the courts to prevent an abuse of process. The doctrine is not intended to prevent honest complainants from correcting erroneous allegations or to prevent the correction of ambiguous facts." (*Hahn v. Mirda* (2007) 147 Cal.App.4th 740, 751 (*Hahn*) [internal citations omitted].) The usual application of the sham pleading doctrine occurs relative to the same chain of pleadings (i.e. a plaintiff files a complaint and then files an amended complaint that omits allegations that rendered the original complaint defective). (See *Owens*, *supra*; see also *Hahn*, *supra*, ["Under the sham pleading doctrine, allegations in an original pleading that rendered it vulnerable to demurrer or other attack cannot simply be omitted without explanation."])

The issue here appears to be largely with Paragraphs 16 and 17 in the initial complaint. Paragraph 16 states that Mrs. Burton decided to visit another hospital on January 26, 2023, where she was admitted "due to on-going, severe pain that was caused by complications from the cesarean section." (RJN, Ex. 1, ¶ 16.) It goes on to state that Mrs. Burton was at this hospital for five days and that during that time it was discovered that her ureters had been completely crushed during the c-section performed by Dr. Aung. (*Ibid*.) Thus, based on Paragraph 16, Mrs. Burton became aware of the improper c-section by at least February 1, 2023, five days after she was admitted to the other hospital. Paragraph 17 states that on or around January 28, 2023, Mrs. Burton had the stents placed in her ureters. (RJN, Ex. 1, ¶ 17.) In contrast, the FAC appears to allege that Mrs. Burton did not become aware that her ureters were crushed until June 2023.

While a pleading cannot be summarily dismissed if the sham pleading doctrine applies until the pleader is given the opportunity to provide an explanation for the incompatible pleadings, the Court here is not persuaded by the opposition that these differing allegations are the result of a mere attempt to clarify or correct ambiguous or unclear facts. (See *Deveny v. Entropin, Inc*. (2006) 139 Cal.App.4th 425-426 [sham pleading doctrine is inapplicable where pleader offers plausible explanation for amendment].) Mrs. Burton does not assert any other equitable tolling principles to get around the statute of limitations bar. Accordingly, the demurrer must be sustained on the ground the applicable statute of limitations bars the medical negligence claim.

Based on the foregoing, the demurrer to the medical negligence claim against Dr. Aung and Dr. Jacob is SUSTAINED without leave to amend.

V. Conclusion and Order

Pursuant to Code of Civil Procedure section 430.10, subdivision (b), the demurrer against minor Baby Burton is SUSTAINED with 15 days leave to amend.

The demurrer to the medical negligence claim against Dr. Aung and Dr. Jacob on the ground the statute of limitations bars the claim is SUSTAINED without leave to amend.

The Court shall prepare the final order.

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Calendar Lines 4-5
Case Name: Balbinder Kaur vs General Motors, LLC
Case No.: 24CV434201

Line 4: Plaintiff's Motion to Compel Defendant's Further Responses to Special Interrogatory Nos. 14, 40-43, and 51

Plaintiff Balbinder Kaur ("Plaintiff")'s motion to compel defendant General Motors, LLC ("GM")'s further responses to set one special interrogatories ("SI") is GRANTED IN PART.

SI Nos. 14, and 40-43 are GRANTED. Responding party is ordered to serve code-compliant verified further responses within 20 days of this order.

SI No. 51 is DENIED.

Line 5: Plaintiff's Motion to Compel Defendant's Further Responses to Request for Production Nos. 1-3, 14-16, 31-33, and 37-51

Plaintiff's motion to compel GM's further responses to set one request for production of documents (RPD) is GRANTED IN PART.

RPD Nos. 1-3, and 14-16 are GRANTED. GM shall provide code-compliant further verified responses (and produce any further responsive documents) within 20 days. GM shall also provide a privilege log for any responsive documents withheld within 20 days.

RPD Nos. 9, 31-33 and 37-50 are DENIED.

Background

This lemon law case stems from Plaintiff's purchase of a 2023 Cadillac Escalade, VIN 1GS4FKL7PR446928 (the "subject vehicle"). Plaintiff claims GM expressly warranted to fix or repair any defects in workmanship or materials four (4) years or 50,000 miles under bumper-to-bumper warranty and six (6) years or 70,000 miles under the powertrain warranty and that GM would conform the subject vehicle to the applicable express warranties.

Plaintiff claims he brought the subject vehicle in for repairs to GM's authorized dealership(s) on at least five (5) separate occasions for defects and malfunction, specifically for problems with (a) the "Check Engine" warning light illuminating; (b) the "Stabilitrak" warning light illuminating; and (c) the vehicle shaking. GM was unable to repair the defects, despite being afforded a reasonable opportunity to do so. Yet, GM failed to offer to repurchase or replace the vehicle pursuant to its affirmative obligation under state law

Plaintiff's lawsuit alleges breach of express and implied warranties under the Song-Beverly Consumer Warranty Act ("Song-Beverly") and requests that the subject vehicle be repurchased, that Plaintiff be awarded appropriate damages and attorneys' fees as allowed by statue. Plaintiff also seeks a statutory civil penalty for GM's bad faith failure to repurchase Plaintiff's vehicle as required by Song Beverly.

Plaintiff moves to compel further responses to special interrogatories, and requests for production of documents. Plaintiff complains GM provided boilerplate objections and non-responsive responses.

GM asserts that this is a simple lemon law case and Plaintiff is abusing discovery. It argues Plaintiff did not meet and confer in good faith. It contends it provided proper responses.

In reply, Plaintiff assert that he properly met and conferred. Otherwise, he contends that Defendant did not provide complete responses as contact information is not provided, or improperly refer to other documents.

Neither party seeks monetary sanctions.

Motions to Compel

A party may file a motion compelling further answers to interrogatories and requests for production if it finds that the response is inadequate, incomplete, or evasive, or an objection

in the response is without merit or too general. (Code Civ. Proc. ("CCP") §§2030.300, 2031.310.)

Unless notice of the motion is given within 45 days of the service of the response, or any supplemental response, or on or before any specific later date to which the propounding party and the responding party have agreed in writing, the propounding party waives any right to compel a further response. (CCP §§ 2030.300(c), 2031.310(c).)

Parties are required to meet and confer. (CCP §§2030.300(b), 2031.310(b).) A single letter followed by a response of refusal may be sufficient in certain circumstances to constitute a proper meet and confer. (*Obregon v. Superior Court* (1998) 67 Cal.App.4th 424, 432.) However, the court will also consider the time available before the motion deadline, the extent to which the responding party was complicit in the lapse of time, and the prospects of success through meet and confer. (*Id*. at 432-433.)

"'The Discovery Act requires that, prior to the initiation of a motion to compel, the moving party declare that he or she has made a serious attempt to obtain 'an informal resolution of each issue.' [Citations.] This rule is designed "to encourage the parties to work out their differences informally so as to avoid the necessity for a formal order. …" [Citation.] This, in turn, will lessen the burden on the court and reduce the unnecessary expenditure of resources by litigants through promotion of informal, extrajudicial resolution of discovery disputes. [Citations.]'" (*Clement v. Alegre* (2009) 177 Cal.App.4th 1277, 1293.)

"An evaluation of whether, from the perspective of a reasonable person in the position of the discovering party, additional effort appeared likely to bear fruit, should also be considered. Although some effort is required in all instances (see, e.g., *Townsend* [*v. Superior Court* (*1998)*] 61 Cal.App.4th at p. 1438 [no exception based on speculation that prospects for informal resolution may be bleak]), the level of effort that is reasonable is different in different circumstances, and may vary with the prospects for success. These are considerations entrusted to the trial court's discretion and judgment, with due regard for all relevant circumstances." (*Obregon v. Superior Court* (1998) 67 Cal.App.4th 424, 432–433.)" (*Clement, supra* 177 Cal.App.4th 1277, 1293-1294.)

Here, the court finds both theses motions to compel timely, and that Plaintiff sufficiently met and conferred in the correspondence and phone call described in the declaration of its counsel.

Special Interrogatories

Upon a timely motion to compel further responses, the responding party has the burden to justify any objection or failure to fully respond to the interrogatory. (*Fairmont Ins. Co. v. Superior Court (Stendell*) (2000) 22 Cal.4th 245, 255.) "Each answer in a response to interrogatories shall be as complete and straightforward as the information reasonably available to the permits." (CCP §2030.220(a).) "If an interrogatory cannot be answered completely, it shall be answered to the extent possible." (CCP §2030.220(b).) "If the responding party does not have personal knowledge sufficient to respond fully to an interrogatory, that party shall so state, but shall make a reasonable and good faith effort to obtain the information…." (CCP §2030.220(c).)

SI No. 14 asks for all persons who performed all warranty repairs, to which GM invoked CCP section 2030.230.

A responding party may invoke section 2030.230 when an:

> Answer to an interrogatory would necessitate the preparation or the making of a compilation, abstract, audit, or summary of or from the documents of the party to whom the interrogatory is directed, and if the burden or expense of preparing or making it would be substantially the same for the party propounding the interrogatory as the responding party.

To invoke section 2030.230, a responding party must refer to this section and specify the writings (with sufficient detail) from which the answer may be ascertained. (*Id*.) The problem is that contact information is sought. There is no indication that the writings, i.e. the service request activity report(s), global warranty history report and repair orders would have that contact information. No. 14 is GRANTED.

SI No. 40 asks about GM's investigation into whether the subject vehicle qualified or was eligible for repurchase or replacement pursuant to the Song-Beverly Warranty Act. GM's response is insufficient. It failed to describe any investigation GM made. Yet GM claims that the verified concerns were resolved, and the subject vehicle has been adequately repaired. This appears to be the results of GM's investigation (without describing its investigation). This SI seeks relevant evidence and GM failed to justify its boilerplate objections. SI No. 40 is GRANTED.

SI No. 41 asks for individuals whose responsibility to determine whether a vehicle should be repurchased or replaced to which GM invoked CCP §2030.230. To invoke section 2030.230, a responding party must refer to this section and specify the writings (with sufficient detail) from which the answer may be ascertained. (*Id.*) The problem is that contact information is sought. There is no indication that the writings, i.e. the service request activity report(s), global warranty history report and repair orders would have that information. SI No. 41 is GRANTED.

SI No. 42 asks for documents in GM's investigation and SI No. 43 asks for individuals responsible for GM's decision to not repurchase or replace the subject vehicle to which GM made boilerplate objections. This seeks relevant evidence and GM failed to justify its boilerplate objections. SI Nos. 42 and 43 are GRANTED.

The party asserting the privilege must present facts supporting a prima facie claim of privilege; only then does the opposing party have the burden of showing that the privilege does not apply, an exception applies, or there was a waiver. (*Oxy Resources California, LLC v. Superior Court* (2004) 115 Cal.App.4th 874, 894.)

SI No. 51 asks for the number of days the vehicle was out of service for warranty repairs. GM replied that it does not have personal knowledge sufficient to respond to the interrogatory and the information is equally available to Plaintiff as the subject vehicle was taken to independently owned and operated repair facilities by Plaintiff. This is sufficient. No. 51 is DENIED.

Further responses to be served within 20 days of this order.

Request for Production of Documents

Where responses to document requests have been timely served but are deemed deficient by the requesting party (e.g., the response is inadequate, incomplete, or evasive, or an objection in the response is without merit or too general), that party may file a motion compelling further responses. (C.C.P., § 2031.310.) The motion must be served within 45 days after service of a verified response (C.C.P., § 1010.6(a)(4)) and must be accompanied by a declaration showing "a reasonable and good faith attempt" to resolve the issues informally outside of court. (C.C.P., § 2016.040, 2031.310(b)(2).) The motion to compel further responses "shall set forth specific facts showing good cause justifying the discovery sought by the demand." (C.C.P., § 2031.310(b)(1); *Kirkland v. Superior Court* (2002) 95 Cal.App.4th 92, 98.) To establish "good cause," the burden is on the moving party to show both relevance to the subject matter and specific facts justifying discovery. (*Glenfed Develop. Corp. v. Sup. Ct.* (1997) 53 Cal.App.4th 1113, 1117.) Once good cause is established, the responding party has the burden to justify any objections made to document disclosure. (*Kirkland, supra*, 95 Cal.App.4th at 98.)

In motion to compel further responses as to document requests, the moving party must state specific facts demonstrating good cause justifying the discovery sought. (C.C.P., § 2031.310(b)(1).) To establish good cause, the moving party must demonstrate relevance and specific facts justifying discovery. (*Kirkland v. Sup. Ct.* (2002) 95 Cal.App.4th 92, 98.) The burden to show good cause for production "is met simply by a fact-specific showing of relevance." (*Tbg Ins. Servs. Corp. v. Sup. Ct.* (2002) 96 Cal.App.4th 443, 448.)

RPD Nos. 1-3, and 14-16 are GRANTED: GM shall provide code-compliant further verified responses (and produce any further responsive documents) within 20 days. GM shall also provide a privilege log for any responsive documents withheld within 20 days.

RPD Nos. 1-3 regarding documents related to Plaintiff's subject vehicle which are relevant to this matter. GM however only agreed to comply "in part". GM did not supply a sufficient basis as to why it cannot or should not comply in whole. RPD No. 1-3 is GRANTED.

RPD No. 9 seeks recall documents relating to Plaintiff's subject vehicle including service bulletins and/or technical service bulletins ("TSBs"). GM agreed to comply "in part" and produce a list of TSBs for vehicles of the same year, make, and model as the subject vehicle. It also agreed to search and produce, if located, a reasonable number of TSB's that Plaintiff has identified as specifically related to the defects alleged in Plaintiff's complaint. It also provided confirmation that the subject vehicle has no current record of field actions, including recalls.

Plaintiff provides no persuasive explanation why every document related to any issue (whether or not Plaintiff experienced such issue) is relevant. Plaintiff has identified the specific issues he asserts were defects in this lawsuit. The discovery should be limited to such. RPD No. 9 is DENIED.

RPD No. 14 seeks communications regarding the subject vehicle, RPD No. 15 seeks communications between Plaintiff and Defendant and RPD No. 16 seeks communications between Defendant and any independent dealer, service facility, and or any other person or entity providing assistance to Defendant regarding the subject vehicle. Documents evidencing these communications are relevant to this matter. GM however only agreed to comply "in part". GM did not supply a sufficient basis as to why it cannot or should not comply in whole. RPD No.14-16 are GRANTED.

RPD Nos. 31 and 33 are grossly overbroad and have no relevant time limitation. RPD Nos. 31 and 33 are DENIED.

While RPD No. 32 is limited to the relevant time period, the category is grossly overbroad because it is not limited to the subject vehicle or issues in this lawsuit. RPD No. 32 is DENIED.

RPD Nos. 37-51 request various documents about "the same make, year, and model" as Plaintiff's subject vehicle that have issues identified on Plaintiff's subject vehicle's repair orders, without any time limitation. The requested documents are not relevant and proportional for garden variety Lemon Law claims. *See, e.g., Kooner v. BMW of N. Am., LLC*, 2018 WL 3956021, at *3 (S.D. Cal. Aug. 17, 2018) (Beverly-Song actions focus "not on other vehicles, [but] on a defendant's conduct towards the subject vehicle"); *Putman*, 2018 U.S. Dist. LEXIS 227126, 2018 WL 6137160, at *4 ("Under California Law, [] the relevant evidence needed to prove liability under the Song-Beverly Act are records concerning a plaintiff's specific vehicle." (citing *Krotin v. Porsche Cars N. Am., Inc.*, 38 Cal. App. 4th 294, 303, 45 Cal. Rptr. 2d 10 (1995)); *Koeper*, 2018 U.S. Dist. LEXIS 227558, 2018 WL 6016915, at *1-2 (requesting all documents relating to cars nationwide of same make, model, and year as plaintiff's vehicle overburdensome given limited relevance).

Plaintiff's reliance on *Donlen v. Ford Motor Co.* (*2013*) 217 Cal. App. 4th 138, and *Doppes v. Bentley Motors, Inc.* (2009) 174 Cal. App. 4th 967, for the contrary proposition is misplaced. *Doppes* never addressed the underlying merits of a discovery request like Plaintiff's (174 Cal. App. 4th at 993-94) and *Dolen* examined the trial court's granting of terminating sanctions against the manufacturer for its repeated failure to comply with the trial court's discovery orders. Neither opinion examines a trial court's need to weigh the amount at issue in any given case against the cost of expansive discovery sought, which this court is called to do on a motion to compel. (CCP § 2019.030(a)(2) ["The court shall restrict the frequency or extent of use of a discovery method…if it determines…The selected method of discovery is unduly burdensome or expensive, taking into account the needs of the case, the amount in controversy, and the importance of the issues at stake in the litigation."].) RPD Nos. 37-51 are DENIED.

Further responses to be served within 20 days of this order.

Conclusion

Line 4

Plaintiff's motion to compel GM's further responses to SI is GRANTED IN PART.

SI Nos. 14, and 40-43 are GRANTED. Responding party is ordered to serve code-compliant verified further responses within 20 days of this order.

SI No. 51 is DENIED

Line 5

Plaintiff's motion to compel GM's further responses to RPD is GRANTED IN PART.

RPD Nos. 1-3, and 14-16 are GRANTED: GM shall provide code-compliant further verified responses (and produce any further responsive documents) within 20 days. GM shall also provide a privilege log for any responsive documents withheld within 20 days.

RPD Nos. 9, 31-33 and 37-50 are DENIED.

The court will prepare the order.

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