

**SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

Department 10

Honorable Frederick S. Chung

Rachel Tien, Courtroom Clerk
191 North First Street, San Jose, CA 95113
Telephone: 408-882-2210

DATE: August 15, 2024

TIME: 9:00 A.M.

To contest the ruling, call (408) 808-6856 before 4:00 P.M.

Make sure to let the other side know before 4:00 P.M. that you plan to contest the ruling,
in accordance with California Rule of Court 3.1308(a)(1) and Local Rule 8.E.

The courthouse is open: Department 10 is now fully open for in-person hearings, as of April 18, 2023. The court strongly prefers **in-person** appearances for all contested law-and-motion matters. For all other hearings (*e.g.*, case management conferences), the court strongly prefers either **in-person or video** appearances. Audio-only appearances are permitted but disfavored, as they cause significant disruptions and delays to the proceedings. Please use telephone-only appearances as a last resort.

Scheduling motion hearings: Please go to <https://reservations.scscourt.org> or call 408-882-2430 between 8:30 a.m. and 12:30 p.m. (Mon.-Fri.) to reserve a hearing date for your motion *before* you file and serve it. You must then file your motion papers no more than five court days after reserving the hearing date, or else the date will be released to other cases.

CourtCall is no longer available: Department 10 uses Microsoft Teams for remote hearings. Please click on this link if you need to appear remotely, and then scroll down to click the link for Department 10: https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml. Again, the court strongly prefers in-person or video appearances. Telephonic appearances are a sub-optimal relic of a bygone era.

Recording is prohibited: As a reminder, most hearings are open to the public, but state and local court rules prohibit recording of court proceedings without a court order. This prohibition applies to both in-person and remote appearances.

Court reporters: Unfortunately, the court is no longer able to provide official court reporters for civil proceedings (as of July 24, 2017). If any party wishes to have a court reporter, the appropriate form must be submitted. See https://www.scscourt.org/general_info/court_reporters.shtml.

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LINE #	CASE #	CASE TITLE	RULING
LINE 1	23CV424362	Raymond Weng v. Costco Wholesale Corporation	Click on LINE 1 or scroll down for ruling.
LINE 2	24CV430465	Manuel Mercado et al. v. Urbano Cortez Ayala et al.	Click on LINE 2 or scroll down for ruling in lines 2-3.
LINE 3	24CV430465	Manuel Mercado et al. v. Urbano Cortez Ayala et al.	Click on LINE 2 or scroll down for ruling in lines 2-3.
LINE 4	23CV413423	Ajay Jose v. American Honda Motor Co., Inc.	Click on LINE 4 or scroll down for ruling.
LINE 5	23CV424748	Robert Pringle v. Volkswagen of America, Inc.	Click on LINE 5 or scroll down for ruling in lines 5-7.
LINE 6	23CV424748	Robert Pringle v. Volkswagen of America, Inc.	Click on LINE 5 or scroll down for ruling in lines 5-7.
LINE 7	23CV424748	Robert Pringle v. Volkswagen of America, Inc.	Click on LINE 5 or scroll down for ruling in lines 5-7.
LINE 8	21CV380306	Debt Management Partners, LLC v. Ponceca Patricio	Claim of exemption: judgment debtor's claim is DENIED. Judgment debtor has not identified any statutory exemption, and debtor's financial statement appears to show sufficient funds beyond any potentially exempt amount. In addition, the financial statement shows other debts as to which the current judgment has priority. Debtor's proposed amount to be withheld from earnings of \$0 is unreasonable, given debtor's income. (CCP § 706.123.) The Sheriff's Office shall release any withheld funds to the judgment creditor, Debt Management Partners, LLC.

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LINE #	CASE #	CASE TITLE	RULING
LINE 9	23CV410524	Pacific Gas and Electric Company v. Lightwave Construction Inc. et al.	Application of J' Aimee Crockett to appear <i>pro hac vice</i> : <u>parties to appear</u> . The court has received no written opposition. If no party or third-party (<i>e.g.</i> , the State Bar of California) appears at the hearing to object to the application, the court will find good cause to GRANT it.
LINE 10	2012-1-CV-236649	Unifund CCR, LLC v. Hanh-Dung M. Le	Claim of exemption: the court continued this hearing from June 13, 2024 to August 15, 2024 after defendant appeared last time. <u>Parties to appear</u> .

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Calendar Line 1**Case Name:** *Raymond Weng v. Costco Wholesale Corporation***Case No.:** 23CV424362

The court denies this motion to strike from defendant Costco Wholesale Corporation (“Costco”).

On October 18, 2023, plaintiff Raymond Weng, who is self-represented, filed the complaint in this case. On November 30, 2023, Costco demurred. Weng then filed an amended complaint with the court on February 5, 2024, which was before his deadline to oppose the demurrer; according to Costco, however, he did not serve them. Seeing the amended complaint in the file, the court issued a tentative ruling on the eve of the demurrer hearing, overruling the demurrer as moot. The parties then appeared on April 16, 2024, with Costco arguing that because it had not been served with the amended complaint, the demurrer was not moot. The court considered this argument but ultimately rejected it, telling the parties that it would treat the amended complaint as the operative pleading.

Rather than promptly filing a demurrer to the amended complaint, as the court would have expected of a defendant, Costco has now filed this motion to strike the amended complaint, arguing that because Weng failed to “file[] and serve[]” the amended pleading under Code of Civil Procedure section 472, subdivision (a), it is an invalid pleading, and the original complaint should remain the operative pleading.

The court rejects this argument for multiple reasons. First, the court already rejected it at the April 16, 2024 hearing. Costco presents nothing new here, and so to the extent that Costco is now trying to “renew” its demurrer under Code of Civil Procedure section 1008 (Memorandum, pp. 6:16-8:18)—a request that finds no support in the law—the request fails because it does not show any “new or different facts, circumstances, or law.” (Code Civ. Proc., § 1008, subds. (a) & (b).)¹ Second, a plaintiff is entitled to amend his complaint once as of right, before the time to oppose a demurrer has passed, and that is what Weng did here. The fact that Weng failed to serve his amended complaint does not take away his right to have amended it. Costco presents no authority for the proposition that the failure to serve an amended pleading that has been filed with the court is either void or voidable, and the court is aware of none. Moreover, as a general matter, a failure to serve a pleading on a party is not a proper basis for a motion to strike. Third, Costco appears to be operating under the misimpression that it is the court’s role to doublecheck the adequacy of service on all of the parties before issuing rulings on motions. This is incorrect. It is up to the parties to raise service issues with the court, and then it is up to the court to decide what the consequences of faulty service should be. That is what the court did on April 16, 2024. In this case, the fact that Weng has (apparently) still failed to serve his amended complaint on Costco means that Costco’s deadline to demur or answer has not yet passed. That is all.

The motion is DENIED.

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¹ In addition, as a motion for reconsideration under section 1008, it appears to be untimely.

Calendar Lines 2-3

Case Name: *Manuel Mercado et al. v. Urbano Cortez Ayala et al.*

Case No.: 24CV430465

Plaintiffs Manuel Mercado, Maria Dolores Mercado, and Alicia M. Abundiz (collectively, “Plaintiffs”) filed this action for quiet title, declaratory relief, slander of title, breach of warranty of title, breach of the implied covenant of marketable and merchantable title, and equitable indemnity against defendants Wilmington Savings Fund Society, FSB; ZBS Law, LLP; JPMorgan Chase Bank, National Association; Urbano Cortez Ayala; Elisa Piceno; and Modesta Vasquez (collectively, “Defendants”), based on Plaintiffs’ purchase of property in San Jose, California. ZBS Law, LLP (“ZBS”) and Wilmington Savings Fund Society, FSB (“Wilmington”) now demur to the first, second, and third causes of action in the complaint. ZBS has also filed a motion to strike the causes of action in the complaint, as well as to strike Plaintiffs’ objection to ZBS’s declaration of nonmonetary status under Civil Code section 2924I.

I. BACKGROUND

According to the allegations of the complaint, Plaintiffs own real property at 5170-5172 Giusti Drive, San Jose, California (the “Subject Property”), pursuant to a Grant Deed recorded on September 30, 2010 as Document No. 20894463 in the Official Records of Santa Clara County. (Complaint, ¶ 1.)

The Subject Property was previously owned by defendant Urbano Cortez Ayala (“Ayala”), who purchased it on or about October 31, 2005. (*Id.* at ¶ 6.) Ayala had financed his purchase of the Subject Property with a loan in the original principal amount of \$569,600 (the “First Loan”) given by Long Beach Mortgage Company and a home equity line of credit in the amount of \$142,400 (the “Second Loan”) also given by Long Beach Mortgage Company. A deed of trust recorded on October 31, 2005 (the “Second Deed of Trust”) secured the Second Loan. (*Ibid.*)

On or about November 16, 2005, Ayala transferred title to the Subject Property to himself and defendants Elisa Piceno and Modesta Vazquez. (Complaint, ¶ 7.) On September 30, 2010, Plaintiffs purchased the Subject Property in a short sale for \$410,000. (Complaint, ¶ 9.) According to the complaint, JPMorgan Chase Bank (“Chase”), as beneficiary of the First Loan and servicer of the Second Loan, approved the short sale of the Subject Property, accepted a total of \$382,789.16 to satisfy the First and Second Loans, and agreed to release the deeds of trust as to the First and Second Loans. (*Ibid.*)

On or about September 11, 2020, Wilmington filed a complaint in Santa Clara County (Case No. 20CV370590) against Plaintiffs, Long Beach Mortgage Company, and several other parties, asserting causes of action for equitable assignment of lien and declaratory relief. (Complaint, ¶ 10.) In that lawsuit, Wilmington judicially admitted that Long Beach Mortgage Company sold the Second Loan to an unrelated third party named DB Structured Products, Inc., pursuant to an unrecorded assignment. (*Ibid.*) Wilmington also judicially admitted that Wilmington Savings Fund Society purchased, without recourse, the Second Loan from DB Structured Products on or around February 7, 2012. (*Ibid.*)

On November 14, 2023, Wilmington and ZBS caused to be recorded an October 23, 2019 assignment of the Second Loan, purportedly given by Chase to Deutsche Bank National Trust Company. (Complaint, ¶ 11.) On November 30, 2023, Wilmington caused ZBS to record a substitution of trustee, a further assignment of a subject deed of trust, and a “Notice of Default and Election to Sell.” (*Id.* at ¶¶ 12-14.)

Plaintiffs filed their complaint on February 5, 2024, alleging six causes of action: (1) quiet title (against ZBS, Wilmington, and Doe defendants); (2) declaratory and injunctive relief (against ZBS, Wilmington, Chase, and Doe defendants); (3) slander of title (against ZBS, Wilmington, Chase, and Doe defendants); (4) breach of warranty of title (against Ayala, Piceno, Vasquez, and Doe defendants); (5) breach of the implied covenant of marketable and merchantable title (against Ayala, Piceno, Vasquez, and Doe defendants); and (6) equitable indemnity (against Chase, Ayala, Piceno, Vasquez, and Doe defendants).

On May 14, 2024, ZBS and Wilmington filed an “amended” demurrer to the first, second, and third causes of action in the complaint. Four days earlier, on May 10, 2024, ZBS also filed a motion to strike Plaintiffs’ objection to ZBS’s declaration of nonmonetary status, the entire complaint, and the first, second, and third causes of action as they apply to ZBS. Plaintiffs filed oppositions to both the demurrer and motion to strike on August 2, 2024. ZBS filed a reply in support of its motion to strike on August 8, 2024. ZBS and Wilmington did not file a reply in support of the demurrer.

II. REQUEST FOR JUDICIAL NOTICE

In support of their demurrer, ZBS and Wilmington request that the court take judicial notice of 15 exhibits: Exhibits A through O. (Request for Judicial Notice in Support of Demurrer (“Demurrer RJN”), pp. 2-3.) Exhibit A is a copy of a grant deed recorded on October 31, 2005 in Santa Clara County. Exhibit B is a copy of a deed of trust recorded on October 31, 2005. Exhibit C is a copy of a grant deed recorded on November 16, 2005 in Santa Clara County. Exhibit D is a copy of a notice of default and election to sell under deed of trust, recorded on April 16, 2008 in Santa Clara County. Exhibit E is a copy of a notice of trustee’s sale recorded on July 21, 2008 in Santa Clara County. Exhibit F is a copy of a loan modification agreement recorded on November 19, 2008 in Santa Clara County. Exhibit G is a copy of the notice of default and election to sell under deed of trust, recorded on March 23, 2010 in Santa Clara County. Exhibit H is a copy of a notice of trustee’s sale recorded on June 24, 2010 in Santa Clara County. Exhibit I is a copy of a grant deed recorded on September 30, 2010 in Santa Clara County. Exhibit J is a copy of the substitution of trustee and full reconveyance recorded on November 29, 2010 in Santa Clara County. Exhibit K is a copy of a deed of trust and request for notice of default recorded on October 31, 2005 in Santa Clara County. Exhibit L is a copy of an assignment of deed of trust recorded on November 14, 2023 in Santa Clara County. Exhibit M is a copy of an assignment of deed of trust recorded on November 30, 2023 in Santa Clara County. Exhibit N is a copy of a substitution of trustee recorded on November 30, 2023 in Santa Clara County. Exhibit O is a copy of a notice of default and election to sell under deed of trust recorded on November 30, 2023 in Santa Clara County.

In support of their motion to strike, ZBS and Wilmington request that the court judicially notice Exhibits 1-8. (Request for Judicial Notice in Support of Motion to Strike (“Motion to Strike RJN”), pp. 2-3.) Exhibit 1 is a copy of a deed of trust recorded on October

31, 2005 in Santa Clara County. Exhibit 2 is a copy of a deed of trust and request for notice of default recorded on October 31, 2005 in Santa Clara County. Exhibit 3 is a copy of a grant deed recorded on September 30, 2010 in Santa Clara County. Exhibit 4 is a copy of a substitution of trustee and full reconveyance recorded on November 29, 2010 in Santa Clara County. Exhibit 5 is a copy of an assignment of deed of trust recorded on November 14, 2023 in Santa Clara County. Exhibit 6 is a copy of a substitution of trustee recorded on November 30, 2023 in Santa Clara County. Exhibit 7 is a copy of an assignment of deed of trust recorded on November 30, 2023 in Santa Clara County. Exhibit 8 is a copy of a notice of default and election to sell under deed of trust recorded on November 30, 2023 in Santa Clara County.

Both sets of requests rely on Evidence Code section 452, subdivision (h). (Motion to Strike RJN, p. 3:1-14; Demurrer RJN, pp. 3:20-4:4.) Evidence Code section 452, subdivision (h), permits a court to take judicial notice of “[f]acts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy.”

Plaintiffs oppose the request for judicial notice, arguing that “while the court may take judicial notice of the recording of documents in the public record, it cannot take judicial notice of the truth of the matters (which in this case are very much disputed) set forth in such recorded documents.” (Plaintiffs’ Opposition to Defendants Demurrer (“Opposition to Demurrer”), pp. 8:22-9:2.) Plaintiffs cite a series of cases to support this argument, claiming the “the law is well settled that taking judicial notice of a document is not the same as accepting the truth of its contents or accepting a particular interpretation of its meaning.” (*Ibid.*, citing *Joslin v. H.A.S. Ins. Brokerage* (1986) 184 Cal.App.3d 369, 374 (*Joslin*)). The court agrees.

The court takes judicial notice of Exhibit A through O and Exhibits 1 through 8, under Evidence Code section 452, subdivision (c), not subdivision (h). Evidence Code section 452, subdivision (c), permits a court to take judicial notice of “official acts of the legislative, executive, and judicial departments of the United States and of any state of the United States.” The court may take judicial notice of recorded deeds. (*Maryland Casualty Co. v. Reeder* (1990) 221 Cal.App.3d 961, 977; see also *Poseidon Development, Inc. v. Woodland Lane Estates, LLC* (2007) 152 Cal. App.4th 1106, 1116 [trial court took judicial notice of various recorded documents related to the deed of trust securing a promissory note].) “[A] court may take judicial notice of the fact of a document’s recordation, the date the document was recorded and executed, the parties to the transaction reflected in a recorded document, and the document’s legally operative language, assuming there is no genuine dispute regarding the document’s authenticity. From this, the court may deduce and rely upon the legal effect of the recorded document, when that effect is clear from its face.” (*Fontenot v. Wells Fargo Bank, N.A.* (2011) 198 Cal.App.4th 256, 265 (*Fontenot*), disapproved on another ground in *Yvanova v. New Century Mortgage Corp.* (2016) 62 Cal.4th 919, 937.)

While the court takes judicial notice of these documents, it does not take judicial notice of the truth of any disputed contents in these documents.

III. DEMURRER

A. General Legal Standards

“The party against whom a complaint or cross-complaint has been filed may object, by demurrer or answer as provided in Section 430.30, to the pleading on any one or more of the following grounds: . . . [t]he pleading does not state facts sufficient to constitute a cause of action.” (Code Civ. Proc., § 430.10, subd. (e).) A demurrer may be brought by “[t]he party against whom a complaint [] has been filed” to object to the legal sufficiency of the pleading as a whole, or to any “cause of action” stated therein, on one or more of the grounds enumerated by statute. (Code Civ. Proc., §§ 430.10, 430.50, subd. (a).)

The court, in ruling on a demurrer, treats it “as admitting all properly pleaded material facts, but not contentions, deductions or conclusions of fact or law.” (*Piccinini v. California Emergency Management Agency* (2014) 226 Cal.App.4th 685, 688 (*Piccinini*), citing *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) “A demurrer tests only the legal sufficiency of the pleading. [Citation.] 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.’ [Citation.]” (*Committee on Children’s Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d 197, 213-214, superseded by statute on other grounds as stated in *Californians for Disability Rights v. Mervyn’s, LLC* (2006) 39 Cal.4th 223, 227.)

B. Discussion

1. First Cause of Action: Quiet Title

ZBS and Wilmington demur to the first cause of action on the following grounds: Plaintiffs failed to pay all debt owing on the Subject Property, Plaintiffs are not bona fide purchasers of the Subject Property, Plaintiffs cannot in good faith claim that they purchased the Subject Property for value, and ZBS is not a proper party to the action. (Memorandum of Points and Authorities in Support of Demurrer (“Demurrer”), pp. 14:1-16:6.)

An “action to quiet title is akin to an action for declaratory relief in that the plaintiff seeks a judgment declaring his rights in relation to a piece of property. [Citations.]” (*Caira v. Offner* (2005) 126 Cal.App.4th 12, 24 (*Caira*).) To maintain an action to quiet title, a plaintiff’s complaint must be verified and must include: (1) a description of the property, including both its legal description and its street address or common designation; (2) the title of plaintiff as to which a determination is sought and the basis of the title; (3) the adverse claims to the title of the plaintiff against which a determination is sought; (4) the date as of which the determination is sought and, if other than the date the complaint is filed, a statement why the determination is sought as of that date; and (5) a prayer for determination of plaintiff’s title against the adverse claims. (See Code Civ. Proc., § 761.020.)

ZBS and Wilmington argue that Plaintiffs are not bona fide purchasers of the Subject Property because Plaintiffs had notice of a competing claim to the Subject Property and did not purchase the Subject Property for value. (Demurrer, p. 14:23-26.) “‘The elements of bona fide purchase are payment of value, in good faith, and without actual or constructive notice of another’s rights. [Citation.]’ [Citation.]” (*Melendrez v. D & I Investment, Inc.* (2005) 127 Cal.App.4th 1238, 1251 (*Melendrez*), citing *Gates Rubber Co. v. Ulman* (1989) 214

Cal.App.3d 356, 364.) According to ZBS and Wilmington, Plaintiffs had notice of the Second Loan, as the Second Deed of Trust was recorded against the Subject Property in 2005, and it was still on the title in 2010 when Plaintiffs purchased the Subject Property (and it remains on the property). (Demurrer, p. 15:14-19, citing RJN, Ex. K.) ZBS and Wilmington also contend that Plaintiffs cannot claim in good faith that they purchased the Subject Property for value when they paid only \$410,000, while Ayala, in contrast, had to take out two loans totaling \$712,000 to purchase the Subject Property five years earlier. (Demurrer, p. 15:20-24.)

Plaintiffs argue in response that they have adequately pled they had no actual or constructive knowledge of Wilmington's claimed interest in the Subject Property, given (1) the complaint alleges that Chase extinguished the First and Second Loans when Chase accepted Plaintiffs' payment to purchase the Subject Property, and (2) ZBS and Wilmington did not record the purported assignment of interest to Wilmington until November 2023 while Plaintiffs purchased the property in 2010. (Opposition to Demurrer, p. 10:8-21.) Plaintiffs also argue that the amount paid to purchase property need not be the fair market value of the property or what a property's sellers owed on the property. (Opposition to Demurrer, pp. 10:22-11:3.)

The court finds Plaintiffs' arguments to be persuasive. "The first element does not require that the buyer's consideration be the fair market value of the property (or anything approaching it). [Citation.] Instead, the buyer need only part with something of value in exchange for the property. [Citation.]" (*Melendrez, supra*, 127 Cal.App.4th at p. 1251.) Plaintiffs allege that they purchased the Subject Property for \$410,000, and therefore Plaintiffs exchanged "something of value" in return for acquiring the Subject Property. (Complaint, ¶ 9.) Moreover, ZBS and Wilmington's arguments depend almost entirely on interpretations of disputed facts that are inappropriate for resolution on a demurrer (or motion to strike). As Plaintiffs correctly note: "whether a buyer is a [bona fide purchaser] is a question of fact." (*Melendrez, supra*, 127 Cal.App.4th at p. 1254.)

Plaintiffs have also pled that they acquired title to the Subject Property when purchasing it in 2010, that ZBS and Wilmington did not record an interest in the Subject Property until 2023, and that Plaintiffs believed they satisfied the debt owed by Ayala when purchasing the Subject Property in 2010. (Complaint, ¶¶ 9-14.) The court accepts these facts as true on demurrer, as it must. (See *Piccinini, supra*, 226 Cal.App.4th at p. 688 [when ruling on a demurrer, a court treats it "as admitting all properly pleaded material facts, but not contentions, deductions or conclusions of fact or law"].)

ZBS and Wilmington point to several documents as to which the court has taken judicial notice to argue that Plaintiffs had notice of the Second Loan when they purchased the Subject Property and that their purchase did not extinguish the loan. (See Demurrer, p. 15:14-19.) The court can judicially notice "the document's recordation, the date the document was recorded and executed, the parties to the transaction reflected in a recorded document, and the document's legally operative language, assuming there is no genuine dispute regarding the document's authenticity." (*Fontenot, supra*, 198 Cal.App.4th at p. 265.) The court cannot assume the truth of the facts asserted therein or ZBS and Wilmington's particular interpretation of these documents. (*Joslin, supra*, 184 Cal.App.3d at p. 374.) Plaintiffs have advanced a different interpretation of these documents. "[A] court ruling on a demurrer cannot decide a question that may depend on disputed facts by means of judicial notice." (*Fremont Indemnity Co. v. Fremont General Corp.* (2007) 148 Cal.App.4th 97, 115 (*Fremont*)). "On a demurrer a

court's function is limited to testing the legal sufficiency of the complaint. [Citation.] 'A demurrer is simply not the appropriate procedure for determining the truth of disputed facts.' [Citation.] The hearing on demurrer may not be turned into a contested evidentiary hearing through the guise of having the court take judicial notice of documents whose truthfulness or proper interpretation are disputable. [Citation.] . . . '[J]udicial notice of matters upon demurrer will be dispositive only in those instances where there is not or cannot be a factual dispute concerning that which is sought to be judicially noticed.' [Citation.]" (*Id.* at pp. 113-114.)

ZBS and Wilmington further argue that as a requirement to assert a cause of action to quiet title, Plaintiffs must allege that they paid a debt owed on the Subject Property. (Demurrer, p. 14:7-22 [citing *Sipe v. McKenna* (1948) 88 Cal.App.2d 1001, 1006 and *Shimpones v. Stickney* (1934) 219 Cal. 637, 649].)² According to ZBS and Wilmington, Plaintiffs could not have paid the debt owed, given that the Subject Property's title included the Second Deed at the time Plaintiffs' purchased it, and the Second Deed of Trust remains on the title. (Demurrer, p. 14:17-22.)

The court agrees with the general proposition advanced by ZBS and Wilmington that a borrower may not maintain a quiet title action against a mortgagee without first paying the outstanding debt on which the subject mortgage is based. (See *Miller v. Provost* (1994) 26 Cal.App.4th 1703, 1707 ["a mortgagor of real property cannot, without paying his debt, quiet his title against the mortgage. [Citations.]"].) But the complaint here does not allege that Plaintiffs are borrowers. In fact, the complaint alleges the opposite. (See Complaint, ¶ 9 ["Plaintiffs are informed and believe that Chase, as the beneficiary under the First Deed of Trust and the Subject Deed of Trust and/or the servicer for the Subject Loan, approved the short sale of the Subject Property, accepted a total of \$382,789.16 to satisfy the First Loan and Subject Loan . . ."].)

ZBS and Wilmington may dispute this allegation, but, as already noted, "[a] demurrer is simply not the appropriate procedure for determining the truth of disputed facts." [Citation.] The hearing on demurrer may not be turned into a contested evidentiary hearing through the guise of having the court take judicial notice of documents whose truthfulness or proper interpretation are disputable. [Citation.]" (*Fremont, supra*, 148 Cal.App.4th at p. 115.)

Finally, ZBS contends that it "is merely the statutorily designated substitute trustee under the junior deed of trust and, as the foreclosure trustee, it does not have any adverse claims to the Property; nor is it claiming any interest in the Property. For this alone, this cause of action fails as to ZBS and therefore, should be stricken as to ZBS."³ (Demurrer, p. 16:1-4.) The court rejects this argument as inappropriate for resolution on a demurrer. First, it relies on extrinsic evidence and purports to contradict the factual allegations in the complaint that by virtue of having recorded the "Substitution of Trustee and Notice of Default," ZBS participated in clouding Plaintiffs' title to the Subject Property. The representation that ZBS is not

² ZBS and Wilmington cite several federal cases in support of their argument that a party must pay off debt before bringing a cause of action to quiet title. (See Demurrer, p. 14:12-15.) The court is not bound by the decisions of lower federal courts. (*Hargrove v. Legacy Healthcare, Inc.* (2022) 80 Cal.App.5th 782, 789, fn. 4.)

³ Plaintiffs correctly note that if a party fails to provide any legal support for their argument, they waive it. (See [Citations] The court notes that ZBS does provide an argument in support of its claim that Plaintiffs fail to state a cause of action against ZBS as to the first cause of action, albeit an argument lacking in legal authority.

“claiming any interest in the Property” is based on nothing more than attorney argument in the opening brief. The court cannot consider this on a demurrer. (See *Schaeffer Land Trust v. San Jose City Council* (1989) 215 Cal.App.3d 612, 619, fn. 2 [“[A] point which is merely suggested by a party’s counsel, with no supporting argument or authority, is deemed to be without foundation and requires no discussion.”].) Second, as Plaintiffs note, ZBS has cited no legal authority for the proposition that as a “statutorily designated substitute trustee” or “foreclosure trustee,” it necessarily has no adverse position with respect to the property as a matter of law. (See *Badie v. Bank of America* (1998) 67 Cal.App.4th 779, 784-785 [“When [a party] fails to raise a point, or asserts it but fails to support it with reasoned argument and citations to authority, we treat the point as waived.”].)

For these reasons, the court OVERRULES ZBS and Wilmington’s demurrer to the first cause of action.

2. Second Cause of Action: Declaratory and Injunctive Relief

ZBS and Wilmington argue that Plaintiffs’ cause of action for declaratory relief and injunctive relief fails because no present or actual controversy exists, and because an action for declaratory relief does not lie to determine an issue that is already subject to an existing cause of action. (Demurrer, pp. 16:8-17:5.)

Code of Civil Procedure section 1060 governs a cause of action for declaratory relief, providing: “Any person interested under a written instrument, excluding a will or a trust, or under a contract, or who desires a declaration of his or her rights or duties with respect to another, or in respect to, in, over or upon property . . . may, in cases of actual controversy relating to the legal rights and duties of the respective parties, bring an original action or cross-complaint in the superior court for a declaration of his or her rights and duties in the premises, including a determination of any question of construction or validity arising under the instrument or contract. He or she may ask for a declaration of rights or duties, either alone or with other relief; and the court may make a binding declaration of these rights or duties, whether or not further relief is or could be claimed at the time. . . .” (Code Civ. Proc., § 1060.)

“Under section 1061 of the Code of Civil Procedure the court may refuse to exercise the power to grant declaratory relief where such relief is not necessary or proper at the time under all of the circumstances.” (*California Insurance Guaranty Ass’n v. Superior Court* (1991) 231 Cal.App.3d 1617, 1624 (*California Insurance*)). “The refusal to exercise the power is within the court’s legal discretion and will not be disturbed on appeal except for abuse of discretion. [Citations.]” (*Ibid.*) “The declaratory relief statute should not be used for the purpose of anticipating and determining an issue which can be determined in the main action.” (*General of America Insurance Co. v. Lilly* (1968) 258 Cal. App. 2d 465, 470 (*General*)).

The court finds that Plaintiffs have not sufficiently alleged a cause of action for declaratory relief, having brought this cause of action in anticipation of an issue that will necessarily be determined as part of the “main action.” As already noted above, an “action to quiet title is akin to an action for declaratory relief in that the plaintiff seeks a judgment declaring his rights in relation to a piece of property.” (*Caira, supra*, 126 Cal.App.4th at p. 24.) Declaratory relief is properly refused with respect to issues that can and are likely to be determined in the action already. (See, e.g., *General, supra*, 258 Cal. App. 2d at pp. 470-471; *California Insurance, supra*, 231 Cal.App.3d at pp. 1623-1624 [“Generally, an action in

declaratory relief will not lie to determine an issue which can be determined in the underlying tort action . . . [t]he declaratory relief statute should not be used for the purpose of anticipating and determining an issue which can be determined in the main action. The object of the statute is to afford a new form of relief where needed and not to furnish a litigant with a second cause of action for the determination of identical issues. [Citation.] . . . The availability of another form of relief that is adequate will usually justify refusal to grant declaratory relief.”.)

Plaintiffs do not address this point in their opposition brief, instead arguing that they have successfully pled “an actual and present controversy for declaratory relief against Defendants in the face of Defendants’ dispute.” (Opposition to Demurrer, p. 12:6-24.) This argument is not on point. Plaintiffs seek declaratory relief that Wilmington’s claimed interest in the Subject Property is not valid and that the Subject Deed of Trust is not a valid and enforceable lien against the Subject Property. (Complaint, ¶ 22.) A judgment for Plaintiffs on their cause of action for quiet title would be a binding declaration of their rights to the Subject Property. (*Deutsche Bank National Trust Co. v. Pyle* (2017) 13 Cal.App.5th 513, 524 [“The purpose of a quiet title action ‘is to finally settle and determine, as between the parties, all conflicting claims to the property in controversy, and to decree to each such interest or estate therein as he [or she] may be entitled to.’”].)

ZBS and Wilmington also contend that Plaintiffs’ “claim for injunctive relief fails because injunctive relief is not a viable, independent cause of action in California but rather merely a remedy.” (Demurrer, p. 17:1-3, citing *Guesses v. Chrome Hearts, LLC* (2009) 179 Cal.App.4th 1177, 1187; *Shell Oil v. Richter* (1942) 52 Cal. App. 2d 164.) The court agrees that injunction relief is not a separate cause of action here. (See *Shamsian v. Atlantic Richfield Co.* (2003) 107 Cal.App.4th 967, 984-985 [“Correctly, the respondents state that a request for injunctive relief is not a cause of action. [Citation.]”]) Plaintiffs argue that their claim for injunctive relief survives ZBS and Wilmington’s demurrer because a demurrer does not lie to a portion of a cause of action (and Plaintiffs have sufficiently pled a cause of action for declaratory relief). (Opposition, pp. 12:25-13:2.) But because the court has found that Plaintiffs have not sufficiently pled a cause of action for declaratory relief, there is no basis for any “cause of action” for injunctive relief.

The court SUSTAINS ZBS and Wilmington’s demurrer to the second cause of action without leave to amend. A “[p]laintiff must show in what manner he can amend his complaint and how that amendment will change the legal effect of his pleading. [Citations.]” (*Goodman v. Kennedy* (1976) 18 Cal.3d 335, 349.) Plaintiffs have not shown that here, and the court cannot envision how Plaintiffs can amend their pleading to assert this cause of action properly.

3. Third Cause of Action: Slander of Title

ZBS and Wilmington demur to the third cause of action on the ground that they cannot have slandered Plaintiffs’ title while the Second Loan remains on the Subject Property’s title. (Demurrer, pp. 17:7-19:27.) In addition, ZBS and Wilmington argue that Code of Civil Procedure section 47 makes the recording of foreclosure documents privileged, and so Plaintiffs must allege that ZBS and Wilmington acted with malice, and Plaintiffs have not made any such factual allegations. (*Ibid.*) Finally, ZBS and Wilmington contend that California law does not require an assignment of deed of trust to be recorded, and California law required ZBS and Wilmington’s to record foreclosure notices as a mandatory step to non-judicial foreclosure. (*Ibid.*)

In response, Plaintiffs argue that they have sufficiently alleged that when they purchased the Subject Property in 2010, Chase, the servicer of the loans, extinguished both the First and Second Loans upon Plaintiffs' purchase. (Opposition to Demurrer, p. 13:17-24.) Therefore, ZBS and Wilmington's argument that the sale did not address the Second Loan fails. (*Ibid.*) Furthermore, Plaintiffs allege that "[w]hether 'Defendants have slandered Plaintiffs' title to the Subject Property in that defendants intentionally and without justification maintain that the Subject Deed of Trust remains as a lien against the Subject Property' is a question of fact, not resolvable on demurrer." (*Id.* at p. 13:22-24 [citing Complaint, ¶ 29].)

At the same time, Plaintiffs do not dispute that Civil Code section 2924 requires ZBS and Wilmington to record the foreclosure notices as a mandatory step to non-judicial foreclosure, that California law does not require a party to record an assignment of deed of trust, or that a privilege applies under Civil Code section 47 to ZBS and Wilmington's recording of the foreclosure notices. Instead, Plaintiffs contend that they have sufficiently pled "malice" for the purposes of overcoming the litigation privilege in section 47. (Opposition to Demurrer, p. 13:25-26.)

Civil Code section 47 provides two forms of privilege: "(1) an absolute privilege, commonly called the litigation privilege, that applies irrespective of the speaker's motive; and (2) a qualified privilege that applies only to communications made without malice. [Citations.]" (See *Schep v. Capital One, N.A.* (2017) 12 Cal.App.5th 1331, 1337.) The privilege afforded under Civil Code section 2924, subdivision (d), is the qualified common interest privilege of Code of Civil Procedure section 47, and applies to "the statutorily required mailing, publication, and delivery of notices in nonjudicial foreclosure, and the performance of statutory nonjudicial foreclosure procedures . . ." (*Kachlon v. Markowitz* (2008) 168 Cal.App.4th 316, 333.) The common interest privilege does not apply if the defendant allegedly acted with actual malice—i.e., their actions were motivated by hatred or ill will, or in reckless disregard of the plaintiff's rights. (See *id.* at p. 336.)

Plaintiffs allege that ZBS and Wilmington had "actual knowledge that Wilmington's interest in the Subject Deed of Trust was extinguished in the short sale" and "that there was never a proper transfer of the deed of trust from the original beneficiary to Wilmington." (Opposition to Demurrer, pp. 13:25-14:11.) They further allege that in 2020, Wilmington filed a complaint against them for an equitable assignment of lien and declaratory relief as to the Subject Property; and that after Wilmington dismissed the lawsuit, ZBS and Wilmington caused to be recorded a number of documents related to Wilmington's interest in the Subject Property, including an assignment of deed of trust. (Complaint, ¶¶ 6, 10-14.)

The court does not find that the allegations in the complaint, as currently pled, give rise to a showing of malice. The complaint *suggests* circumstances that could potentially show malice (e.g., the 11-year delay in Wilmington's recording of its interest in the Subject Property, the recording of adverse documents immediately after dismissal of its own lawsuit against Plaintiffs in 2023, or the recording of statements that may have been contrary to prior statements it made in the litigation). (See Complaint, ¶¶ 10-14.) Nevertheless, the complaint does not specifically allege facts to show, as Plaintiffs conclusorily argue on this demurrer, that ZBS and Wilmington had actual knowledge that "Wilmington's interest in the Subject Deed of Trust was extinguished in the short sale." (Opposition to Demurrer, pp. 13:28-14:1.) The complaint does not discuss what may or may not have been alleged in Wilmington's 2023 lawsuit regarding the loans that Plaintiffs extinguished when purchasing the Subject Property.

The complaint also states vaguely, without reference to any specific prior statements, that ZBS and Wilmington caused to be recorded several documents related to Wilmington’s interest in the Subject Property that were contrary to statements made by Wilmington “under penalty of perjury” in the 2023 lawsuit. (See *id.* at ¶¶ 11-12.) The complaint does not otherwise allege any other facts suggesting that ZBS or Wilmington had actual knowledge that Chase allegedly extinguished the loans. Instead, the complaint alleges a series of facts suggesting why Wilmington believes it has an interest in the Subject Property pursuant to their purchase of the Second Loan in 2010. (See *id.* at 10-14.)

Because the allegations of malice are insufficient in the complaint, the court SUSTAINS ZBS and Wilmington’s demurrer to the third cause of action with 20 days’ leave to amend.

IV. MOTION TO STRIKE

A. General Legal Standards

Under Code of Civil Procedure section 436, a court may strike out any irrelevant, false, or improper matter inserted into any pleading, or strike out all or part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court. (Code Civ. Proc., § 436.) The grounds for a motion to strike must appear on the face of the challenged pleading or from any matter that the court is required to take judicial notice. (Code Civ. Proc., § 437, subd. (a); see also *City and County of San Francisco v. Strahlendorf* (1992) 7 Cal.App.4th 1911, 1913.) A motion to strike should not be a procedural “line item veto” for the civil defendant. (*PH II, Inc. v. Superior Court* (1995) 33 Cal.App.4th 1680, 1683.)

In ruling on a motion to strike, the court reads the complaint as a whole, all parts in their context, and assumes the truth of all well-pleaded allegations. (See *Turman v. Turning Point of Central California, Inc.* (2010) 191 Cal.App.4th 53, 63, citing *Clauson v. Super. Ct.* (1998) 67 Cal.App.4th 1253, 1255.) The court’s decision to strike pursuant to section 436 is discretionary. (See Code Civ. Proc., § 436 [“The court may . . . strike”]; see also *Colden v. Broadway State Bank* (1936) 11 Cal.App.2d 428, 429 [motion to strike is addressed to the sound discretion of the court].)

B. Discussion

1. Complaint

ZBS moves to strike Plaintiffs’ entire complaint because it fails to allege any factual wrongdoing or legally cognizable claim of wrongdoing by ZBS. (Defendant’s Motion to Strike Complaint and Objection to Declaration of Nonmonetary Status (“Motion to Strike”), p. 12:8-9.) According to ZBS, the “few vague references in the Complaint to ZBS do not reference any wrongdoing by ZBS but instead only reference ZBS’s[] actions in compliance with its duties as a foreclosure trustee.” (*Id.* at p. 12:9-11.) “Plaintiffs erroneously conflate ZBS, the foreclosure trustee with ZBS the law firm which represented Defendant Wilmington Savings Fund Society, FSB, not in its Individual Capacity But Solely As Certificate Trustee of Bosco Credit II Trust Series 2019-1 [] in a prior action.” (*Id.* at p. 9:13-16.)

ZBS also moves to strike the causes of action for quiet title, declaratory and injunctive relief, and slander of title as they apply to ZBS. (Motion to Strike, pp. 17:16-20:9.) ZBS’s

arguments in its motion to strike the first, second, and third causes of action largely repeat its arguments on demurrer, with added emphasis on the fact that ZBS has no interest in the Subject Property as a substitute trustee and merely acted in compliance with California statutes when it recorded Wilmington's alleged interest in the Subject Property. (See *ibid.*)

Once again, the court finds that any arguments about ZBS's alleged role or interest in the case are based on extrinsic facts that are inappropriate for resolution on either a demurrer or motion to strike. In addition, a motion to strike an entire complaint, or to strike entire causes of action, is procedurally improper. A motion to strike is not a substitute for a demurrer. (See *Pierson v. Sharp Memorial Hospital* (1989) 216 Cal.App.3d 340, 342 ["[A] motion to strike is generally used to reach defects in a pleading *which are not subject to demurrer.*"] [Emphasis added.].) Code of Civil Procedure section 436, subdivision (a), "does not authorize attacks on entire causes of action, let alone entire pleadings." (*Ferraro v. Camarlinghi* (2008) 161 Cal. App. 4th 509, 528 (*Ferraro*) [citing *Quiroz v. Seventh Ave. Center* (2006) 140 Cal.App.4th 1256, 1281].) "Its purpose is to authorize the excision of superfluous or abusive allegations." (*Ibid.*)

The court DENIES ZBS's motion to strike the entire complaint and the first, second, and third causes of action as they apply to ZBS.

2. Objection to Declaration of Nonmonetary Status

ZBS requests that the court strike Plaintiffs' objection to ZBS's declaration of nonmonetary status ("Declaration") under Civil Code section 2924l. (Motion to Strike, pp. 12:21-17:15.)

The court finds this request to be procedurally improper, as well. A declaration of nonmonetary status is not a "pleading," nor is an objection to such a declaration a pleading, and Code of Civil Procedure sections 435 and 436 expressly provide that motions to strike apply only to "pleadings." For purposes of a motion to strike, the term "pleading" includes "a demurrer, answer, complaint, or cross-complaint." (Code Civ. Proc. § 435, subd. (a)(2).) Thus, a motion to strike is not the incorrect procedural vehicle for addressing the objection. ZBS cites no authority whatsoever for the relief that it has requested here.

The court DENIES ZBS's motion to strike Plaintiffs' objection to the declaration of nonmonetary status.

V. CONCLUSION

The court OVERRULES ZBS and Wilmington's demurrer to the first cause of action. The court SUSTAINS ZBS and Wilmington's demurrer to the second cause of action without leave to amend. The court SUSTAINS ZBS and Wilmington's demurrer to the third cause of action with 20 days' leave to amend.

The court DENIES ZBS's motion to strike.

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Calendar Line 4

Case Name: *Ajay Jose v. American Honda Motor Co., Inc.*

Case No.: 23CV413423

This is a motion to compel a person-most-knowledgeable (“PMK”) deposition from defendant American Honda Motor Co., Inc. (“American Honda”). Because both sides’ briefs consist largely of rehashed boilerplate arguments—where each side adopts an “all or nothing” approach to the deposition and its topics—it is difficult to understand exactly what the “Engine Defect(s)” and “Infotainment Defect(s)” are that allegedly plagued plaintiff Ajay Jose’s 2017 Honda Pilot (the “Subject Vehicle”).

The court has reviewed the deposition topics contained in the Third Amended Notice of Deposition of American Honda (dated April 5, 2024) and now rules as follows:

Topics 1-5 & 8: These topics focus on the alleged defects in the Subject Vehicle and on communications between American Honda and plaintiff. The court finds these topics to be appropriate and GRANTS the motion to the extent that American Honda has resisted producing a PMK witness as to these topics.

Topics 6, 7, and 9-26: These topics are all dependent upon severely overbroad, vague, and ambiguous definitions of “Engine Defect(s)” and “Infotainment Defect(s)” that are completely unexplained in plaintiff’s papers. (See Third Amended Notice, p. 7:17-27 (¶¶ 6-7).) Plaintiff does not link any of the elements of these two definitions (*e.g.*, “low coolant and/or oil,” “failure and/or replacement of the engine, cylinder, long block, and/or engine components,” “backup camera,” “radio,” and “navigation system”) to the specific problems that he allegedly experienced in the Subject Vehicle. Indeed, the fact that both of these defined terms have parentheses around the “s” in “Defect(s)” indicates that it is not even clear whether we are dealing with a *singular* defect or *multiple* defects. Although there may well be narrower topics as to which plaintiff could obtain PMK testimony that is not limited to his own vehicle, it needs to be specifically tailored to the defects that he experienced, not these overbroad definitions. The court DENIES the motion as to these topics.

Topics 27-28: These topics focus on document preservation and document search efforts. These are inappropriate topics for a PMK deposition. DENIED.

Topics 29-30: The definition of “Honda Vehicles” is grossly overbroad. The court limits the scope of these topics to advertising of the **2017 Honda Pilot** in the **State of California**. GRANTED IN PART.

Topics 31-32: Again, the definitions of “Engine Defect(s)” and “Infotainment Defect(s)” are overbroad, vague, and ambiguous. DENIED.

Topics 33-37: These general topics are permissible, even if Nos. 36 and 37 incorporate the overbroad definitions of “Engine Defect(s)” and “Infotainment Defect(s).” GRANTED.

Topics 38-50: These questions are rather generic and broad, but they seem generally appropriate, so long as: (1) Nos. 38-46 are focused on these diagnostic trouble codes as they relate to Honda Pilot vehicles, not all Honda vehicles, and (2) the language “including any prior versions and any subsequent revisions” is stricken from Nos. 47-50. The meaning of “prior versions” and “subsequent revisions” is not adequately explained in plaintiff’s papers.

The focus should be on the recalls themselves—the court does not see what possible probative value could be gained from prior drafts; and the court does not even understand what “subsequent revisions” refers to. GRANTED IN PART.

For those requests as to which the court has granted the motion, American Honda will produce a witness within 20 days of this order.

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Calendar Lines 5-7

Case Name: *Robert Pringle v. Volkswagen of America, Inc.*

Case No.: 23CV424748

Plaintiff Robert Pringle has filed three motions to compel further discovery responses (to document requests, form interrogatories, and special interrogatories) from defendant Volkswagen of America, Inc. (“Volkswagen”).

As an initial matter, the court notes that Pringle is correct about Volkswagen’s having filed its oppositions well past the deadline. They were due on August 2, 2024, but they were not filed until August 7, 2024. Despite this material failing, the court will exercise its discretion to consider the oppositions in order to resolve these discovery disputes. In the future, Volkswagen’s counsel must take care to observe the correct deadlines set forth in the Code of Civil Procedure and California Rules of Court.

The court addresses these discovery issues in turn:

1. Requests for Production of Documents

Nos. 4, 8, 9, 10, 17, 29: Although the syntax of Volkswagen’s written responses is somewhat awkward, the court finds that these responses are sufficiently code-compliant. The court interprets these responses as stating that Volkswagen will produce all non-privileged and responsive documents in its possession, custody, or control. DENIED.

No. 13: This request is overbroad. As a general matter, the court would narrow this request to one that calls for any non-privileged documents evidencing design changes for the 2023 model year of the Volkswagen Jetta, sold in California, that were designed to address the specific design defect(s) alleged by Pringle in his vehicle. Because the discovery requests and the moving papers do not identify that design defect (or those design defects) with specificity, the motion is DENIED as to this request. Nevertheless, if Pringle re-propounds a document request that conforms to this narrowed scope—including a specific identification of the design defect(s)—the court would expect Volkswagen to respond with a statement of compliance.

Nos. 23, 24: These responses include an insufficient statement of compliance under Code of Civil Procedure section 2031.220. A response that the requesting party should “please see [the following documents]” is not a statement of compliance. Volkswagen shall amend its responses within 20 days of this order. GRANTED.

No. 27: While the court understands that this request may call for potentially privileged documents, Volkswagen must produce any non-privileged and responsive documents in its possession, custody, and control. The court is not persuaded by Volkswagen’s claim that this information is a “trade secret,” and to the extent that responsive documents are “confidential” or “proprietary,” they may be produced subject to a standard stipulated protective order. GRANTED.

Nos. 28, 29: These responses are sufficient. DENIED.

Nos. 30-35, 39-40: The court finds that these requests call for documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Most of them are grossly overbroad. DENIED.

No. 36: This request is overbroad, and the court narrows it to the following: “Any brochures for the 2023 Volkswagen Jetta that were distributed by you to the dealership at which Plaintiff purchased the vehicle.” GRANTED IN PART, as narrowed.

No. 38: Although Volkswagen’s statement of compliance is inadequate in response to this request, the court finds that any documents beyond what Volkswagen has already indicated it will produce in response to this request are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. DENIED.

2. Form Interrogatories

No. 3.7: The court does not see how the information sought by this interrogatory is either relevant or reasonably calculated to lead to the discovery of admissible evidence. Pringle fails to explain it. Instead, he merely cites the standard language of Code of Civil Procedure section 2030.210, and then he argues that counsel for Volkswagen originally represented that it would supplement its response. Either way, none of this establishes any possible need for this discovery. DENIED.

Nos. 12.1-12.3: Pringle argues that he is entitled to residential address information and phone numbers for individuals who work on Volkswagen’s side. Once again, the court does not see how this information could possibly have any relevance to this case. Assuming that these individuals are still employed on Volkswagen’s side, they can be contacted through counsel. Further, it appears that Form Interrogatories Nos. 12.2 and 12.3 would appear to implicate potentially privileged information, given the circumstances of this case. DENIED.

No. 15.1: Volkswagen’s response is sufficient. DENIED.

No. 17.1: Volkswagen’s response is sufficient. As noted above, Pringle does not have a demonstrated need for employees’ contact information if they can be contacted through counsel. DENIED.

3. Special Interrogatories

Nos. 1-22: These interrogatories are exceedingly overbroad. No response is required for No. 1. The responses to Nos. 2-22 are adequate. DENIED.

Nos. 25-28, 33, 35-36: These discrete interrogatories seek discrete responses. Volkswagen’s responses (“see [X documents]”) are not sufficiently detailed or responsive. GRANTED.

Nos. 30-31: The court disagrees with Volkswagen that these interrogatories seek privileged information or expert information. (Indeed, it is internally inconsistent for Volkswagen to claim that a specific category of information could simultaneously be privileged and call for expert opinion.) GRANTED.

No. 32: This interrogatory is overbroad. DENIED.

No. 34: Volkswagen’s answer is not sufficiently responsive. GRANTED.

For those discovery items as to which the court is granting the motion(s), Volkswagen shall provide supplemental responses within 20 days of notice of entry of this order.

The court DENIES Pringle's requests for monetary sanctions.

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