Tentative Rulings and Resolution Review Hearings
May 6, 2024
Department 63 (formerly Department 8)

This Court does not follow the procedures described in Rules of Court, Rule 3.1308(a). Tentative rulings appear on the calendar outside the court department on the date of the hearing, pursuant to California Rule of Court, Rule 3.1308(b)(1). As a courtesy to counsel, the court also posts tentative rulings no less than 12 hours in advance of the time set for hearing. The rulings are posted on the court's website (www.shasta.courts.ca.gov) and are available by clicking on the "Tentative Rulings" link. A party is not required to give notice to the Court or other parties of intent to appear to present argument.

Per Local Rule 5.13, telephonic appearances through CourtCall (888-882-6878; courtcall.com) are generally permitted on the Law & Motion and Resolution Review calendars and can be made without leave of Court.

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8:30 a.m. – Law & Motion

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ALL AMERICAN EXPRESS, INC. VS. JACKSON, ET AL.
Case Number: 23CV-0202527
Tentative Ruling on Order to Show Cause Re: Sanctions: An Order to Show Cause Re: Sanctions issued on March 13, 2024 to Plaintiff All American Express, Inc. and counsel for failure to timely serve the defendants. Plaintiff filed a written response that provides sufficient excuse for the delay. The Court notes that Defendants filed an Answer and the matter is now at issue. The Order to Show Cause is **DISCHARGED**. The matter will be called at 9:00 a.m. for trial setting.

COSSUTO VS. ESTATE OF MICHAEL GARRETT, ET AL
Case Number: CVPO21-0196776
Tentative Ruling on Motion to Consolidate: Plaintiff Denise Cossuto moves to consolidate Case No. 196776 with Case No. 200449. Denise Cossuto is the Plaintiff in both matters and represented by the same counsel in both matters.

Motions to consolidate have certain pleading requirements that are described in CRC 3.350. Plaintiff has complied with CRC 3.350(a)(1)(A) and (B), however, Plaintiff did not file the Notice of Motion in both cases as required by CRC 3.350(a)(1)(C). The Notice of Motion was only filed into Case No. 196776. Therefore, only Case No. 196776 has been calendared for today.

There is a proof of service attached to the moving papers that indicates that counsel for Defendant Katie Garrett and Defendants 3JRM Development, Inc. and Garrett Azbun Corporation were served electronically. This covers the parties named in the Complaint in each case. However, Katie Garrett filed a Cross-Complaint in Case No. 196776. Because the Cross-Defendant Estate of Roger Blackthorn is represented by the same counsel as Plaintiff, no service was necessary. Trevor Garrett and Nathan Garrett are named as Nominal Wrongful Death Defendants in the Cross-Complaint filed by Katie Garrett. There is no indication that Trevor Garrett or Nathan Garrett received notice. The motion to consolidate "[m]ust be served on all attorneys of record and all nonrepresented parties in all of the cases sought to be consolidated." CRC 3.350(a)(2)(B).

The Motion to Consolidate is **DENIED** without prejudice for lack of notice to all parties and failure to comply with CRC 3.350. Plaintiff did not provide a proposed Order as required by Local Rule of Court 5.17(D). Plaintiff is to provide the order for Case No. 196776 only.

The Court notes that the proof of service indicates electronic service on Garrett Azbun Corporation and 3JRM Development, Inc. at paul.meidus@rswlsaw.com. The Court is aware from its handling of unrelated cases that Paul Meidus is no longer employed at Reese, Smalley, Wiseman & Schweitzer, LLP. Plaintiff is directed to confirm that counsel has the correct email address for any future electronic service.

CROWDEN, ET AL. VS. GRIFFEY, MD, ET AL.
Case Number: 22CV-0201144
Tentative Ruling on Order to Show Cause Re: Dismissal: An Order to Show Cause Re: Dismissal issued on December 8, 2023 for failure to timely serve the Complaint and Summons and failure to timely prosecute. The Complaint in this matter was filed on December 2, 2022. "The complaint must be served on all named defendants and proofs of service on those defendants must be filed with the court within 60 days after the filing of the complaint." CRC 3.110(b). No Proof of Service of Summons has been filed. Monetary sanctions were already imposed in the amount of $250.00. No written response to the Order to Show Cause has been filed. No good cause for the delay has been presented.

There is no sufficient excuse for the delay and it does not appear to the Court that lesser sanctions would be effective. The Court orders this case **DISMISSED** without prejudice pursuant to Gov. Code § 68608(b). Any future dates are vacated and the clerk is directed to close the file.

IN RE: HARMON
Case Number: 24CV-0204199
Tentative Ruling on Petition for Change of Name: Petitioner Logan Michael Harmon seeks to change his name to Logan Nicholas Gardner. No proof of publication has been submitted. The Court requires a Certificate of Publication from the publishing newspaper before the Petition may be granted. If the Certificate of Publication is provided, the Court intends to grant the Petition, vacate all future dates, and close the file.

SMITH VS. PLOTKIN
Case Number: 23CV-0202603
Tentative Ruling on Order to Show Cause Re: Sanctions: An Order to Show Cause Re: Sanctions issued to Plaintiff and Counsel on April 2, 2024, for failing to appear at the Mandatory Settlement Conference on March 25, 2024. The Court notes that on March 25, 2024, Plaintiff Kevin Smith was present without counsel. The Order to Show Cause is **DISCHARGED** as to Plaintiff only. Counsel filed a written response on May 3, 2024, that does not provide sufficient excuse for not appearing at the Mandatory Settlement Conference. Counsel indicates that he did not appear due to a lack of notice. The Court notes that the March 25, 2024, Mandatory Settlement Conference Date is contained in the Notice of All Purpose Assignment which was provided to Plaintiff at the time the Complaint was filed. The Court further notes that Plaintiff Kevin Smith knew to appear on March 25, 2024. Regarding the rest of the declaration, Counsel did not file a Notice of Change of Address in this file. Further, Counsel listed his client's name and party type incorrectly on the declaration filed in response to the Order to Show Cause. Monetary sanctions are imposed against Plaintiff's Counsel Gary S. Saunders in the amount of $250.00 for failing to appear on March 25, 2024. The clerk is directed to prepare a separate Order of Sanctions.

SWAIN VS. MARUTI WVRVL OIL INC, ET AL.
Case Number: 23CV-0202166
Tentative Ruling on Demurrer to First Amended Cross-Complaint: Cross-Defendant Hunt Convenience Stores, LLC ("HCS") demurs to each of the three causes of action alleged in the First Amended Cross-Complaint filed by Cross-Complainants Maruti WVRVL Oil, Inc. and Maruti East Ave Inc. ("Maruti") on March 4, 2024.

Meet and Confer. CCP § 430.41 requires the demurring party to "meet and confer in person or by telephone with the party who filed the pleading that is subject to demurrer for the purpose of determining whether an agreement

can be reached that would resolve the objections to be raised in the demurrer." The Declaration of Monica Folsom along with HCS's Exhibit D show sufficient efforts made by HCS to meet and confer with Maruti prior to filing the Demurrer

Request for Judicial Notice. HCS requests that the Court take judicial notice of the Complaint, First Amended Complaint ("FAC"), Cross-Complaint, and the First Amended Cross-Complaint ("FACC") filed in this matter. Each of the requests is granted pursuant to Evid. Code §§ 452(d) and 453.

Merits. A demurrer should be sustained if the complaint fails to "state facts sufficient to constitute a valid cause of action." CCP § 430.10(e). A demurrer can be used to challenge defects that appear on the face of the complaint or from matters that may be subject to judicial notice. *Blank v. Kirwan* (1985) 39 Cal. 3d 311, 318. The court "treat[s] the demurrer as admitting all material facts properly pleaded, but not contentions, deductions or conclusions of fact or law." *Hood v. Hacienda La Puente Unified School District* (1998) 65 Cal. App. 4th 435, 438. No matter how unlikely, a plaintiff's allegations must be accepted as true for the purpose of ruling on a demurrer. *Del. E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal. App. 3d 593, 604. A plaintiff must plead ultimate facts that acquaint the defendant with the nature, source and extent of plaintiff's causes of action. *Doe v. City of Los Angeles* (2007) 42 Cal. 4th 542, 550.

Maruti alleges three causes of action in the FACC. Maruti seeks indemnity in the First Cause of Action, Apportionment of Fault in the Second Cause of Action, and Declaratory Relief in the Third Cause of Action. The FAC in this matter alleges wage and hour violations against Maruti and many other named Defendants. Maruti contends that HCS sold the property and business assets of at least seven of the gas stations at issue to Maruti in or about August 2021. Maruti further alleges that HCS committed or cause to be committed wage and hour violations at those seven gas stations during the period covered by Plaintiff's claims. In the pleadings, it appears that the biggest contention of HCS is that HCS never employed Plaintiff. Maruti argues that HCS employed at least some of the putative class members. Neither party provided the proposed class definition. However, that proposed class definition was put before the Court by Maruti's Request for Judicial Notice as it is contained in the FAC.

In the FAC, Plaintiff seeks to represent a class defined as, "All of Defendants' non-exempt employees in the State of California at any time since May 8, 2019, through the date as determined by the Court." Defendants are the entities and an individual listed in ¶¶ 16-40 of the FAC. HCS is not a named defendant in the FAC. The class definition is clear that Plaintiff only seeks to represent employees of Defendants. Because HCS is not included as a Defendant in the FAC, employees working for HCS are not putative class members unless and until they are employed by Defendants. Absent allegations that HCS and Defendants jointly employed these individuals at the same time, it is not possible for an individual to be a putative class member for the time period they were employed by HCS. All three causes of action alleged are premised on there being an employee/employer relationship between HCS and the putative class members, but there was none during the time the employee was a putative class member. Simply put, none of the allegations made in the FAC pertain to HCS employees based on the proposed class definition, which only includes employes of Defendants.

Regarding the PAGA claim, Plaintiff Swain brought the action with respect to herself and "all other non-exempt hourly employees working in the State of California since May 8, 2022, and who are Class Members." FAC ¶ 114. The same reasoning outlined above applies here as well because the PAGA claims are limited to class members. Also, the PAGA claim starts almost a year after the August 2021 sale from HCS to Maruti.

The Demurrer is **SUSTAINED** as to each of the three causes of action in the FAC. On a demurrer "leave to amend should be granted if there is any reasonable possibility that the plaintiff can state a good cause of action." *Virginia G. v. ABC Unified School District* (1993) 15 Cal. App. 4th 1848. It does not appear from the facts presented and arguments made by Maruti that Maruti will be able to plead a viable cause of action against HCS.

Should Maruti still seek leave to amend, Maruti should be prepared to explain how Maruti intends to cure the defects noted by the Court. Absent Maruti presenting such an explanation, leave to amend will not be granted.

HCS provided a proposed Order that will be modified to reflect the Court's ruling.

TJG/SUMMITT DEVELOPMENT CORPORATION VS. NORTH STATE GROCERY, INC.
Case Number: 22CV-0200775
Tentative Ruling on North State Grocery's Motion for Summary Adjudication: Defendant North State Grocery, Inc. ("Defendant") moves for summary adjudication as to the intention interference with prospective economic advantage and intentional interference with contractual relations causes of action. Defendant alleges there is no triable issue of fact.

Request for Judicial Notice: Both parties have requested judicial notice of prior pleadings and rulings. The requests are granted.

Defendant's Objections to Plaintiff's Evidence: Defendant's objections are overruled.

Motion for Summary Judgment: CCP § 437c states a motion for summary judgment shall be granted if all the papers submitted show that there is no triable issue of material fact and that the moving party is entitled to judgment as a matter of law. "A defendant…has met his or her burden of showing that a cause of action has no merit if the party has shown that one or more elements of the cause of action, even if not separately pleaded, cannot be established, or that there is a complete defense to the cause of action. Once the defendant … has met that burden, the burden shifts to the plaintiff … to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto…." CCP § 437c(p).

Intentional Interference with Prospective Economic Advantage: The elements of Intentional Interference with Prospective Economic Advantage are: 1) the existence, between the plaintiff and some third party, of an economic relationship that contains the probability of future economic benefit to plaintiff; 2) defendant's knowledge of the relationship; 3) intentionally wrongful acts designed to disrupt the relationship; 4) actual disruption of the relationship; and 5) economic harm proximately caused by defendant's action. *Roy Allan Slurry Seal, Inc. v. Am. Asphalt S., Inc.* (2017) 2 Cal.5th 505, 512.

Defendant moves for summary adjudication on the grounds that: 1) Plaintiff never had a reasonable expectation of owning and leasing Parcels 2 or 4; 2) Plaintiff cannot establish an "independently wrongful" act designed to disrupt Plaintiff's economic relationships; 3) Plaintiff cannot establish an actual disruption of an economic relationship; and 4) Plaintiff cannot establish resulting damages.

Reasonable Expectation: "[A]n essential element of the tort of intentional interference with prospective business advantage is the existence of a business relationship…" *Roth v. Rhodes* (1994) 25 Cal.App.4th 530, 546. The case law generally agrees that "it must be reasonably probable the prospective economic advantage would have been realized but for the defendant's interference." *Youst v. Longo* (1987) 43 Cal.3d 64, 71. Defendant's evidence establishes that Defendant always owned the subject property, that Plaintiff never had a written option to purchase Parcel 2 and 4 and was never under a written contract to purchase Parcel 2 and 4. Without an ownership interest or possible right to obtain the property, Plaintiff never had a "probability of economic benefit to plaintiff." *Id.* The Court finds that Defendant has met its initial burden as to this element. The burden now shifts to Plaintiff to show a triable issue of fact. Plaintiff's evidence is that there was some type of understanding or intent of the parties that Plaintiff would become the owner of Parcel 2 and Parcel 4. No specific oral agreement is alleged. No evidence has been provided nor any argument made that this intent would remove the alleged "agreement" from the statute of frauds which requires a written agreement for the sale of real property. Plaintiff has failed to meet its burden that there is a triable issue of fact as to this element.

Independently Wrongful Act: "The requirement that the defendant's interference be independently wrongful means that it is not enough for a plaintiff to show that the defendant interfered with the prospective economic relationship with the third party even if the defendant did so with an improper motive." *Drink Tank Ventures, LLC v. Real Sode in Real Bottles, Ltd.* (2021) 71 Cal.App.5th 528, 538. To establish an independently wrongful act, the plaintiff must prove conduct which was "proscribed by some constitutional, statutory, regulatory, common law, or other determinable legal standard." *Ixchel Pharma, LLC v. Biogen, Inc.* (2020) 9 Cal.5th 1130, 1142. Defendant's evidence establishes that it contacted possible tenants to rent the subject property that it owned. The Court finds that Defendant has met its initial burden as to this element. The burden now shifts to Plaintiff to show a triable issue of fact. Plaintiff alleges that its ouster, after the Development Agreement was terminated, and Defendant's pursuit of tenants with whom Defendant had already negotiated was the wrongful act required to support the cause of action. Plaintiff does not identify any conduct "proscribed by some constitutional, statutory, regulatory, common law, or other determinable legal standard." *Id.* Plaintiff has failed to meet its burden that there is a triable issue of fact as to this element.

Disruption of an Economic Relationship and Damages: Both the element of an actual disruption and damages is predicated on the existence of an economic relationship with the reasonable probability of an economic advantage. As noted above, the Court has found that no such relationship existed. Without the relationship, Plaintiff cannot establish an actual disruption or damages. There is no triable issue of fact as to these elements.

Intentional Interference with Contractual Relations: The elements of a cause of action for intentional interference with contractual relations are: 1) the existence of a valid contract between plaintiff and a third party; 2) the defendant's knowledge of the contract; 3) the defendant's intentional acts designed to induce a breach or disruption of the contractual relationship; 4) actual breach or disruption; and 5) resulting damage. *Ixchel Pharma, LLC v. Biogen, Inc.* (2020) 9 Cal.5th 1130, 1141.

Defendant moves for summary adjudication on the grounds that: 1) Plaintiff cannot establish the existence of a valid, enforceable contract with either Quick Quack or Starbucks; and 2) Plaintiff cannot establish resulting damages.

Valid Contract: Defendant's evidence establishes that there was never an executed lease agreement between Plaintiff and Starbucks. As such, it cannot form a basis for the present cause of action. There was a written lease agreement between Plaintiff and Quick Quash. That contract was conditioned on Plaintiff obtaining ownership of the subject parcel. It is undisputed that Plaintiff never obtained ownership, was never under contract to purchase the parcel and never had an option agreement to purchase the parcel. Without an ability to perform, the contract was not enforceable and was therefore invalid. Plaintiff relies on *SCEcorp v. Superior Court* ((1992) 3 Cal.App.4th 673, 683) for the proposition that the contract should still be considered enforceable even if there was contingency or condition to the contract. *SCEcorp* is factually distinguishable. In *SCEcorp,* the contingency at issue was third party governmental approvals that had not yet occurred but could have been satisfied. In contrast, the condition at issue here is ownership of the property which is unrelated to the actions of a third party. Defendant was under no obligation to sell the real property to Plaintiff. The Court finds that *SCEcrop* does not justify finding that the present lease was valid. Based on the foregoing, Defendant has established that there is no triable issue of fact, and the burden has shifted to Plaintiff who has failed to establish a triable issue of fact.

Damages: Without a valid contract, Plaintiff cannot establish that it was damaged based on an interference. Additionally, any damages would be in the form of lost revenue or profit from rent owed by Quick Quack. Any rent would be due and payable to Defendant as owner of the property. Accordingly, there is no triable issue of fact on the issue of damages.

The motion is **GRANTED**. A proposed order was lodged with the Court and will be executed.

Tentative Ruling on TJG/Summitt Development's Motion for Summary Judgment: Plaintiff/Cross-Defendant TJG/Summitt Development Corporation (hereinafter "Plaintiff") moves for summary judgment or in the alternative summary adjudication as to each cause of action against Defendant/Cross-Complainant North State Grocery's Cross-Complaint.

Request for Judicial Notice: Plaintiff has requested judicial notice of the FAC and Cross-Complaint. The request for judicial notice is granted.

Objections: Defendant's objections are overruled.

Motion for Summary Judgment: CCP § 437c states a motion for summary judgment shall be granted if all the papers submitted show that there is no triable issue of material fact and that the moving party is entitled to judgment as a matter of law. "A defendant…has met his or her burden of showing that a cause of action has no merit if the party has shown that one or more elements of the cause of action, even if not separately pleaded, cannot be established, or that there is a complete defense to the cause of action. Once the defendant … has met that burden, the burden shifts to the plaintiff … to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto…." CCP § 437c(p).

Breach of Contract: The elements of breach of contract are: 1) a contract; 2) plaintiff's performance of the contract or excuse for nonperformance; 3) defendant's breach; and 4) resulting damage to the plaintiff. *Richman v. Hartley* (2014) 224 Cal.App.4th 1182, 1186. Plaintiff contends that Defendant, as Cross-Complainant, cannot establish damages to support a cause of action for breach of contract. In support Plaintiff cites to the deposition testimony of Richie Morgan and Michel LeClerc. A review of the deposition testimony of Mr. Morgan does not show that he ever provided testimony related to damages. His testimony therefore does not support Plaintiff's contention. On the other hand, the deposition testimony of Mr. LeClerc does support that there is no triable issue of fact related to damages. At his deposition Mr. LeClerc was asked if there were any economic damages related to the failure to turn over documentation. He responded "no." Based on the foregoing, Plaintiff has established its initial burden that Defendant was not damaged and the burden of proof shifts to Defendant. Defendant has provided a declaration from Mr. LeClerc explaining that his response related to whether Defendant lost out on any contracts due to the failure to turn over documents. Mr. LeClerc's declaration states that he spent at least 20 hours attempting to obtain the documents from other sources. Based on the foregoing, the Court finds there is a triable issue of fact on the issue of damages. Summary adjudication is denied as to the breach of contract cause of action.

Conversion: "Conversion is the wrongful exercise of dominion over the property of another." *Lee v. Hanley* (2015) 61 Cal.4th 1225, 1240. The elements are: 1) the plaintiff's ownership or right of possession of the property; and 2) defendant's conversion by a wrongful act or disposition of property rights; and 3) damages." *Id.* Plaintiff moves for summary adjudication as to this cause of action on the issue of damages. As noted above, there is a triable issue of fact on the issue of damages related to the return of the documents whether those damages are predicated on breach of contract or a conversion cause of action. The Court finds there is a triable issue of fact on the issue of damages. Summary adjudication is denied as to the conversion cause of action.

Declaratory Relief: To obtain declaratory relief, a party has to establish two elements: 1) a proper subject of declaratory relief; and 2) an actual controversy involving justiciable questions relating to the party's rights or obligations. *Jolley v. Chase Home Finance, LLC* (2013) 213 Cal.App.4th 872, 909. Plaintiff again moves for summary adjudication based on the return of the documents and lack of damages. A review of the declaratory relief cause of action in the Cross-Complaint shows that the relief sought is broader than just the return of documents and seeks a determination of the respective parties' rights and obligations related to options to purchase certain parcels, rights to the property, and rights to participate in the project. Plaintiff has not addressed all the issues subject to this cause of action and therefore summary adjudication is unavailable.

Permanent Injunction: Defendant's Cross-Complaint contains a cause of action for a permanent injunction to require Plaintiff to return the required documents. The parties are in agreement that all required documents have been returned. Plaintiff has not opposed the motion for summary adjudication as to this particular cause of action. Summary adjudication is granted as to the injunctive relief cause of action.

The motion for summary judgment is **DENIED**. Summary adjudication is **DENIED** as to the breach of contract, conversion and declaratory relief cause of action. Summary adjudication is **GRANTED** as to the injunctive relief cause of action. No proposed order was lodged with the Court. Defendant shall prepare the order.

TONY'S REFRIGERATION, INC VS. SHERMAN, ET AL.
Case Number: 23CVG-00152
Tentative Ruling on Motion for Order Deeming Admitted Truth of Facts and Genuineness of Documents as to Defendant When Pie Meets Bread, LLC: Plaintiff Tony's Refrigeration, Inc. seeks an order deeming the truth of matters and genuineness of documents specified in Plaintiff's Request for Admissions, Set One, which was served on Defendant When Pie Meets Bread, LLC on February 28, 2024. As a preliminary matter, Defendant was served with the Notice of Motion and Motion by mail on April 4, 2024. The Court notes that the party name listed on the proof of service is incorrect, however, both parties in this case have the same address. The Court finds that the motion was properly noticed. No Opposition has been filed.

Unlike a motion to compel *further* responses, a motion to compel responses when no responses have been provided does not require the propounding party to demonstrate good cause or that it satisfied a meet-and-confer requirement. *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal. App. 4th 390.

When a party fails to respond to a Request for Admissions, the propounding party may move for an order deeming the truth of matters and the genuineness of documents specified in the requests admitted. CCP § 2033.280(b). Failure to respond also waives any objections to the discovery propounded. CCP § 2033.280(a). Plaintiff's moving papers sufficiently demonstrate that Defendant has failed to respond to Request for Admissions, Set One within the required time frame.

Monetary sanctions are mandatory per CCP 2033.280(c). Sanctions should only be imposed for "reasonable" expenses. CCP § 2023.030. Counsel did not provide her hourly rate or how much time was spent on the motion and declares that $1,000 in attorney's fees were incurred in addition to a $60 filing fee. The Court does not have information upon which to make a finding that the attorney fee request is reasonable. Counsel is invited to provide information regarding the breakdown of the $1,000 request at the time of the hearing.

The motion is **GRANTED**. Objections are waived. Nos. 1-9 in Request for Admissions, Truth of Facts, Set One are deemed to be admitted by Defendant When Pie Meets Bread, LLC. Nos. 1-3 in Requests for Admissions Genuineness of Documents, Set One are deemed to be genuine as to Defendant When Pie Meets Bread, LLC. Monetary sanctions in the amount of $60.00 are imposed against Defendant When Pie Meets Bread, LLC with the balance of the monetary sanctions to be determined at the hearing.

Plaintiff provided a proposed Order that did not include the Requests for Admissions at issue. Plaintiff is directed to provide a proposed Order consistent with the Court's ruling that includes a copy of both Requests for Admissions at issue or the text of each item being deemed admitted and a copy of each document being deemed genuine.

Tentative Ruling on Motion for Order Deeming Admitted Truth of Facts and Genuineness of Documents as to Defendant Adrienne Sherman, individually, and dba When Pie Meets Bread Plaintiff Tony's Refrigeration, Inc. seeks an order deeming the truth of matters genuineness of documents specified in Plaintiff's Request for Admissions, Set One, which was Plaintiff asserts was served on Defendant Adrienne Sherman, individually, and dba When Pie Meets Bread. As a preliminary matter, Defendant was served with the Notice of Motion and Motion by mail on April 4, 2024. The Court finds that the matter was properly noticed. No Opposition has been filed.

Unlike a motion to compel *further* responses, a motion to compel responses when no responses have been provided does not require the propounding party to demonstrate good cause or that it satisfied a meet-and-confer requirement. *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal. App. 4th 390.

When a party fails to respond to a Request for Admissions, the propounding party may move for an order deeming the truth of matters and the genuineness of documents specified in the requests admitted. CCP § 2033.280(b). Failure to respond also waives any objections to the discovery propounded. CCP § 2033.280(a). Plaintiff's moving papers sufficiently demonstrate that Defendant has failed to respond to Request for Admissions, Set One within the required time frame.

The evidence presented does not support a finding that Defendant Adrienne Sherman, individually, and dba When Pie Meets Bread failed to respond to Requests for Admissions. While counsel declares that she caused Requests for Admissions to be served on Defendant Adrienne Sherman, individually, and dba When Pie Meets Bread, the attached Requests for Admissions list "When Pie Meets Bread, a California limited liability company" as the Answering Party.

The motion is **DENIED** without prejudice. Plaintiff provided a proposed Order that will be modified to reflect the Court's ruling.

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9:00 a.m. – Review Hearings

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ALL AMERICAN EXPRESS, INC. VS. JACKSON, ET AL.
Case Number: 23CV-0202527
This matter is on calendar for trial setting. The Court notes that the litigation is now at issue. The Court designates this matter as a Plan II case and intends on setting the matter for trial no later than December 17, 2024. Neither party has posted jury fees. The parties are granted 10 days leave to post jury fees. A failure to post jury fees in that time will be deemed a waiver of the right to a jury. The parties are ordered to meet and confer prior to the hearing regarding proposed dates for trial. **An appearance is necessary on today's calendar.**

AUSTIN VS. WICKED GARDENS, LLC
Case Number: 23CV-0202290
This matter is on calendar for review and resetting of a court trial. The Court notes that Plaintiff noticed a Motion for Leave to File a First Amended Complaint for June 3, 2024. The matter is continued to **Monday, June 3, 2024 at 9:00 a.m. in Department 63** for status of case and, if appropriate, trial setting. **No appearance is necessary on today's calendar.**

CROWDEN, ET AL. VS. GRIFFEY, MD, ET AL.
Case Number: 22CV-0201144
This matter was dismissed on today's Law & Motion calendar and all future dates were vacated.

HUNTER, ET AL. VS. ELO, ET AL.
Case Number: 23CV-0201716
This matter is on calendar for trial setting. Plaintiff filed a Status Conference Statement requesting the matter be continued to November of 2024. The Court is not inclined to delay the trial setting conference to that extent. The matter is continued to **Monday, August 19, 2024 at 9:00 a.m. in Department 63** for status of case and, if appropriate, trial setting. **No appearance is necessary on today's calendar.**

MCHUGH, ET AL. VS. VERGES
Case Number: 22CV-0200849
This matter is on calendar for review regarding status of default judgement. Nothing has been filed since the Court noted on March 4, 2024 that the proposed Judgment was returned by the clerk on February 2, 2024. Absent good cause being presented, the Court intends to issue an Order to Show Cause Re: Monetary Sanction for failure to timely submit a proposed Judgement and failure to timely prosecute. **An appearance is necessary on today's calendar.**

MYERS VS. QUALITY CARE HOMES
Case Number: CVCV21-0198789
This matter is on calendar for review regarding the proposed judgment. The Court issued an Order on April 3, 2024 noting that the total damages listed in the proposed judgment do not match the judgment filed on March 15, 2024. The parties are ordered to review the Order and meet and confer prior the hearing regarding their views on the appropriate judgment. **An appearance is necessary on today's calendar.**

OWENS VS. CALIFORNIA DEPARTMENT OF REHABILITATION
Case Number: 22CV-0200870
This matter is on calendar to reset the jury trial. The Court designates this matter as a Plan III case and intends to set the matter for jury trial no later than October 15, 2024. The parties are ordered to meet and confer prior to the hearing regarding proposed dates for trial. **An appearance is necessary on today's calendar.**

SMITH VS. PLOTKIN
Case Number: 23CV-0202603
This matter is on calendar for review regarding status of the case following Plaintiff's counsel failing to appear at the Mandatory Settlement Conference on March 25, 2024. The Court notes that the matter is set for trial on May 29, 2024 and a Mandatory Settlement Conference will need to be calendared. The parties are ordered to meet and confer prior to the hearing regarding a proposed Mandatory Settlement Conference date. **An appearance is necessary on today's calendar.**

TAKHIEN VS. HEWITT
Case Number: 23CV-0201750
This matter is on calendar for a trial setting conference. The Court notes that the parties have filed statements with the Court contemplating a May 2025 proposed trial date. Before setting the matter for May 2025, the Court would like to hear further information from counsel as to why an earlier date is not feasible. Defendant has posted jury fees but Plaintiff has not. Plaintiff is granted 10 days leave to post jury fees. A failure to post jury fees in that time will be deemed a waiver of the right to a jury. **An appearance is necessary on today's calendar.**

WAGNER, ET AL VS. LIVOLSI
Case Number: CVPO20-0195497
This matter is on calendar for review regarding status of arbitration. Plaintiffs filed a Case Management Conference Statement informing the Court that arbitration is scheduled for November 11, 2024. The matter is continued to **Monday, November 25, 2024 at 9:00 a.m. in Department 63** for status of arbitration. **No appearance is necessary on today's calendar.**

WINES, ET AL. VS. RIVER BREEZE MHP LLC, ET AL.
Case Number: 22CV-0200647

This matter is on calendar for trial setting. Both parties filed Status Conference Statements requesting that the review hearing be continued 120 days prior to setting the matter for trial. The Court notes that this matter was filed on September 16, 2022. The Court finds this matter to be exempt from plan designation. However, the Court intends to set the matter for trial. It appears that late March or early April of 2025 is available to both counsel. Both parties have posted jury fees. The parties are ordered to meet and confer prior to the hearing regarding what trial date late in late March or early April 2025 would work best for the parties. **An appearance is necessary on today's calendar.**