Dept. 1
Civil Law and Motion Tentative Rulings for Friday, June 13, 2025, at 8:30 a.m.

If you wish to appear for oral argument, you must so notify the Court at (209) 533-6633 and (209) 588-2316, and all other parties by 4:00 p.m. on the court day preceding the hearing, consistent with CRC 3.1308. The tentative ruling will become the ruling of the Court if notice for oral argument has not been provided.

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1. **CV66120** **Verdugo v. Capstone Logistics, LLC**
   Hearing on: Motion to Vacate, Intervene or Reconsideration
   Moving Party: Parties
   Tentative Ruling: No hearing will take place

As previously indicated by this Court, the matter was to be taken under submission following the completion of briefing. A review of the court file suggests that briefing is now complete – although a demurrer and motion to strike directed at the new complaint in intervention is probably in the drafting phase. This Court will take the matter under submission effective this date and issue a written ruling forthwith.

2. **CV66569** **Grimes v. Lupita's Eproson House, Inc.**
   Hearing on: Motion to Withdraw as Plaintiff's Counsel
   Moving Party: Adamson Ahdoot LLP
   Tentative Ruling: HEARING REQUIRED

This case involves a curious set of circumstances. Plaintiff was with a friend at a local eatery when she became tangled in Halloween decorations. While Plaintiff was frantically tossing about in an effort to free herself, an employee of the eatery reportedly opined that plaintiff was purposefully ruining the decorations and accosted plaintiff. Plaintiff filed suit for negligence and premises liability. Before the Court this day is a motion by counsel for plaintiff asking permission to withdraw from the case.

An attorney may withdraw as counsel of record if the client breaches the agreement to pay fees, insists on pursuing invalid claims or an illegal course of conduct, or when other conduct by the client renders it unreasonably difficult for the attorney to do his job, including when there is a breakdown in the attorney-client relationship. See CRPC and *Estate of Falco v. Decker* (1987) 188 Cal.App.3d 1004, 1014. If the attorney does not have the client's consent, he or she must proceed by way of noticed motion consistent with CCP §§ 284, 1005, and CRC 3.1362. Assuming proper service and notice, relief turns on whether there are reasonable grounds for granting the request, and if doing so will prejudice the client. Courts have a duty of inquiry regarding the grounds for the motion and are not required to accept at face value vague, unsupported or uncertain representations as to reasons why an attorney wants out. Counsel has a corresponding duty to respond and to describe the general nature of the issue, within the confines of any privilege. The degree of detail is on a sliding scale against counsel's candor and trustworthiness. See *Flake v. Neumiller & Beardslee* (2017) 9 Cal.App.5th 223, 230; *Manfredi & Levine v. Superior Court* (1998) 66 Cal.App.4th 1128, 1134-1136; *Aceves v. Superior Court* (1996) 51 Cal.App.4th 584, 592-593. An otherwise proper motion to withdraw may be denied when it is reasonably foreseeable that the client would suffer prejudice, such as

when the unrepresented client would be unable to fairly respond to dispositive motions. See *Mossanen v. Monfared* (2000) 77 Cal.App.4th 1402, 1409.

The motion is procedurally proper. The only substantive shortcoming is the woefully inadequately supporting declaration. A barren statement that "there has been a total breakdown in the attorney client relationship and an irreconcilable conflict has Arisen" is not a statement of *facts* showing the same. These are statements of ultimate conclusion. While this Court does not require a great deal of detail, the basis for the conflict can be explained without divulging actual communications.

3. CV64893 Kuffler v. North American Beverages
Hearing on: Motion for Discovery Sanctions
Moving Party: Defendant
Tentative Ruling: See below, grant in part.

This is a personal injury action involving a collision between a vehicle and a pedestrian on State Route 49 in Jamestown. The accident occurred in October of 2020. Plaintiff hired a lawyer a few weeks later. According to Plaintiff's mother and lawyer, plaintiff has not been seen or heard from since September of 2022, even though this lawsuit was filed after that. Largely because a claims examiner "agreed" to resolve the claim for $95,000, it appears that plaintiff's counsel has been prosecuting this personal injury claim without a client or a bona fide representative for quite some time. Counsel went so far as to appear at case management conferences, and serve unverified discovery responses, maintaining what some might describe as a rouse in order to keep up appearances in the hopes that his wayward client would someday resurface. So far that has not occurred.

It was not so long ago that this Court informed plaintiff's counsel that even though plaintiff was not 'required" to appear in person at trial in order to prosecute his claim, he still had a duty to cooperate with discovery – and that if he wanted the prior "settlement' to stick a motion under CCP §664.6 would need to be filed. Since that warning, plaintiff has failed to appear for deposition and has failed to file the referenced motion. In other words, counsel for plaintiff continues to use plaintiff's absence as a shield against doing anything, while simultaneously using plaintiff's absence as a sword to attack the defense for its alleged "unclean hands" in backing out of a soft deal. It is remarkable.

Since plaintiff's counsel has shown no indication of trying to enforce the previous 'settlement agreement" via motion, or new cause of action, this Court must assume that plaintiff's counsel intends to actually proceed to trial. Since plaintiff has already waived the right to jury, this will be a bench trial. Without plaintiff's actual participation, there will be no evidence regarding plaintiff's version of the facts, his pain/suffering, his injuries, or any of the elements

essential to plaintiff's cause of action. Moreover, even without a terminating sanction, the defense will be entitled – at a minimum – to issue and evidence sanctions barring the trier of fact from making findings favorable to plaintiff in the absence of a deposition or verified discovery responses. Given these obstacles, it seems that plaintiff has little if any chance of prevailing; and perhaps a significant chance of being stuck with a cost bill from the defense.

Nevertheless, going straight to terminating sanctions under the circumstances is a bridge too far. Trial courts enjoy broad discretion in selecting which discovery sanction to impose in the face of discovery abuses. When evaluating what type of sanction is warranted, trial courts obviously consider the aggravating factors like time lost waiting for compliance, the materiality of the information sought, the responding party's knowledge and ability to comply, and any history of discovery shenanigans. On the flip side, a trial court cannot impose sanctions as vengeance. The sanction must be appropriate to the dereliction and not a windfall to the propounding party. When in doubt, trial courts are to adhere to a "lesser sanction first" philosophy, to wit: only if lesser sanctions fail to curb misuse should a trial court consider something like a terminating sanction. See *City of Los Angeles v. PricewaterhouseCoopers, LLP* (2024) 17 Cal.5th 46, 63; *Valencia v. Mendoza* (2024) 103 Cal.App.5th 427, 447; *Victor Valley Union High School Dist. v. Superior Court* (2023) 91 Cal.App.5th 1121, 1158; *Cornerstone Realty Advisors, LLC v. Summit Healthcare REIT, Inc.* (2020) 56 Cal.App.5th 771, 800. Here, dismissal of the action would result in a windfall because, as plaintiff's counsel points out, plaintiff is likely entirely in the dark about this litigation and his concomitant obligations to participate in discovery. Since plaintiff will not be presenting any evidence, it seems to this Court that the better approach is to issue an evidence sanction barring plaintiff from presenting any evidence that was not produced in discovery (which at present covers everything). That will put the defense in a position to now proceed via its own motion for summary judgment or wait for trial and proceed via nonsuit or directed verdict.

Defendant to prepare order thereon.

5. CV65320 Taylor v. Larson Farms
Hearing on: Discovery motions
Moving Party: Both
Tentative Ruling: See below

This is a premises liability "slip and fall" case commenced by way of complaint nearly two years ago. Before the Court this day is a motion to deem RFAs admitted, filed by defendant on 05/22/2024, as well as plaintiff's ex parte application filed 05/22/2025 and her motion to quash filed 06/04/2025. Since the latter two likely come as a surprise to the defense, they will be addressed in detail despite the apparent absence of notice.

But first, the RFA motion. According to defendant, on 04/07/2025, plaintiff was served through her former counsel of record with a second set of RFAs (Nos. 17-72). This Court does not recall the defense discussing pending RFAs at the hearing on the motion to withdraw, but as a matter of common courtesy, when discovery is outstanding and the responding party suddenly goes in pro per, additional time is usually given. Plaintiff has since provided a substantially compliant response (despite the presence of limited objections), which moots any request for any order to have the RFAs deemed admitted. See *Katayama v. Continental Investment Group* (2024) 105 Cal.App.5th 898, 908. Although §2033.280(c) does provide that "it is mandatory that the court impose a monetary sanction on the party whose failure to serve a timely response necessitated this motion," no Court has been called upon to analyze the meaning of the term "necessitated." Under the circumstances, this Court finds that when an attorney is allowed to withdraw from the case while discovery is pending, the propounding party must either meet and confer with the responding party or at least start the 30-day clock over before a motion is "necessitated." Since the responses here were served only one week after the lawyer officially withdrew, it was never necessary to file the motion before the order for withdrawal was even of record. Thus, sanctions are denied.

Separately, plaintiff has an ex-parte application seeking an order barring the defense from taking her deposition. Plaintiff appears to be seeking a protective order, barring the deposition, based upon her contention that the defense is "abusing" or "misusing' the discovery process by setting, then withdrawing, the deposition over and over. However, as this Court noted in the previous hearing, plaintiff was apparently unaware of the scheduling issues created by her own attorney, and that is the landscape upon which everyone is now embarking; otherwise, the assumption will be that plaintiff and her former attorney were misusing the process and it will be plaintiff – not the defense – which will be subject to sanctions. This Court will not continue micromanaging the discovery in this case. Plaintiff will sit for a deposition when the defense schedules it, within reason. That is all.

Finally, plaintiff has filed an untimely, unnoticed, motion to quash a deposition subpoena directed at Cedars-Sinai, UCSF, UCLA, RadNet, Beverly Hills Center for Rehab, and Olympic Medical. These subpoenas were reportedly issued between May 13 and May 22. Plaintiff generally contends that the defense failed to provide Notice to Consumer and failed to serve her personally (as her attorney was not authorized to accept service on her behalf). Since it appears that the date set for production of the records has not yet occurred, the defense is hereby ordered to direct Compex and each custodian of record to stand down regarding producing and copying of the requested documents until the matter may be more fully considered. The motion to quash is continued to 08/01/25 at 8:30 a.m. Opposition by code.

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6. CV66521 **Wright v. Wright**
Hearing on: Claim of Exemption
Moving Party: Joseph Wright
Tentative Ruling: Denied

This is a special proceeding to effectuate satisfaction of an unpaid marital debt by compelling the sale of a 50% interest in certain real property (APN 096-020-051-000) owned by Joseph (husband-debtor). At issue is whether Joseph is entitled to assert a homestead exemption. Although this Court does not have in its file the referenced "opposition" filed by Joseph (the one in which he reportedly cited to *Nakash*), this Court believes the issue is fairly straight-forward and can be decided without additional briefing.

The California Constitution mandates that the Legislature protect "a certain portion" of debtors' property from forced sale. See Cal. Const. Art. XX, §1.5. This includes "a certain portion of the homestead and other property of all heads of families." *Id*. The broad purpose is to protect enough property from enforcement to enable judgment debtors to support themselves and their families, and to help shift the cost of social welfare for debtors from the community to judgment creditors. *Coastline JX Holdings LLC v. Bennett* (2022) 80 Cal.App.5th 985, 1004; *Kilker v. Stillman* (2015) 233 Cal.App.4th 320, 329. "The object of all homestead legislation is to provide a place for the family and its surviving members, where they may reside and enjoy the comforts of a home, freed from any anxiety that it may be taken from them against their will, either by reason of their own necessity or improvidence, or from the importunity of their creditors." *Estate of Fath* (1901) 132 Cal. 609, 613. Stated another way, homestead laws are not designed to protect creditors, but instead to protect the home against creditors, "thereby preserving the home for the family." *Amin v. Khazindar* (2003) 112 Cal.App.4th 582, 588. Because homestead statutes are remedial, they are "given a liberal construction in favor of the exemptions created." *Thorsby v. Babcock* (1950) 36 Cal.2d 202, 204; in accord, *Kono v. Meeker* (2011) 196 Cal.App.4th 81, 86; *Ford Motor Credit Co. v. Waters* (2008) 166 Cal.App.4th Supp. 1, 8.

The Legislature created an automatic homestead exemption to protect debtors who do not file homestead declarations. CCP §704.720. The automatic exemption does not have to be memorialized in a recorded declaration. Rather, the automatic homestead exemption is available when a party has continuously resided in a dwelling from the time that a creditors' lien attaches. See *Webb v. Trippet* (1991) 235 Cal.App.3d 647, 651; in accord, *In re Mulch*, 182 B.R. 569, 572 (N.D. Cal. 1995). A declared homestead provides a debtor with greater protection than the automatic homestead exemption, but that is of no consequence for present purposes. The important part is that a judgment lien does not attach to a *declared* homestead; rather, the lien only attaches to the equity in the property that exceeds the declared homestead exemption and any preexisting liens on the property. CCP §704.950; See also *Smith v. James*

A. Merrill, Inc. (1998) 64 Cal.App.4th 94, 99. When no declaration of homestead has been recorded, the lien attaches to the property, irrespective of the amount of equity in the home. This then triggers the court intervention as noted. Either way, "a homestead exemption does not preclude sale of the home but entitles the homesteader to receive the value of the exemption if the property is sold to satisfy a judgment lien." *Wells Fargo Financial Leasing, Inc. v. D & M Cabinets* (2009) 177 Cal.App.4th 59, 68.

The subject property consists of 43 acres, two livable 3-bedroom structures, and a "barndominium" converted for use as an indoor wedding venue. According to various appraising sources, the property is likely worth somewhere in the range of $1.1M. It is presently encumbered by a first trust deed ($550,000), and potentially subject to a homestead valued as high as $400,000), leaving very little equity. Moreover, Joseph's ownership interest is as a tenant in common with his brother, giving him only 50%. See CCP §704.820. Since a forced sale should only occur if it is "likely to produce a bid sufficient to satisfy any part of the amount due on the judgment" after accounting for the homestead exemption plus "all liens and encumbrances on the property" (CCP §§ 704.780, 704.800), the homestead issue is important to resolve. See *Rourke v. Troy* (1993) 17 Cal.App.4th 880, 885–886.

In this case, Joseph acquired his interest in the subject property (aka "ranch') via inheritance from his father Gary. Gary died intestate on 12/04/2020, survived by his four sons. While each son was to take an equal 25% each in the ranch, the lack of effective liquidity in Gary's estate is what seems to have prompted the brothers to negotiate in August of 2021 a Settlement and Distribution Agreement. Pursuant thereto, Joseph and Jason would each take 50% of the ranch, as tenants in common, plus all of the horses, vehicles, and furnishings, buying out Joshua and Adam for $275,000 each (a single promissory note for $550,000). See PR11887. Shortly after filing the I&A therein, the DCSS caused to be recorded an abstract of support judgment. The recording did not include any amount for the judgment owing (see Family Code §4506(b)), but it appeared at the time that Joseph may have still owed roughly $200,000 (the amount was unclear since the DCSS stopped calculating the spousal support component once the children aged out). See FL17068.

In *SBAM Partners, LLC v. Wang* (2008) 164 Cal.App.4th 903, the trial court denied a claim of exemption for a homestead the debtor sought to attach to a residence acquired after the judgment lien was recorded. The Court of Appeal, looking at CCP §704.710(c), affirmed. The Court embarked on a lengthy trip down legislative history lane, departing from the dictates of liberal construction, and holding instead as follows (excerpted in part for ease of reading):

> "The homestead character of the property is determined as of the date of attachment of the judgment lien. For already-owned property, attachment occurs at the time the lien is created. For after-acquired property, attachment occurs on the date of purchase. While there is no general homestead exemption for an after-acquired dwelling, the debtor still

> has the benefit of the six-month 'safe harbor' exempting the proceeds from the sale of his former homestead, which can be used to acquire a new homestead. The legislative history of §704.710 clearly indicates that it does not allow a homestead exemption on property acquired by the debtor after the judgment has been recorded unless it was purchased with exempt proceeds from the sale, damage or destruction of a homestead within the six-month safe harbor period." *Id*. at 908, 912-913.

Thus, according to *SBAM*, Joseph's 25% interest in the residence – assuming he lived there continuously – cannot qualify for a homestead exemption since it was a gift acquired after the lien was already recorded. As for the other 25% he purchased from his brothers, that could qualify for a homestead exemption if the funds used were already cloaked in some type of exemption (such as if he sold his prior homestead). Since there is no evidence from which to find that the $275,000 offered by Joseph to buy his other 25% was exempted funds, there is no basis upon which to find any portion of the property exempt.

Although the Court in *Tarlesson v. Broadway Foreclosure Investments, LLC* (2010) 184 Cal.App.4th 931, claimed to distinguish itself from *SBAM* on this issue, it in fact followed *SBAM* on the part that matters here, i.e. that the homestead exemption applies so long as claimant resided in property *when lien attached* and thereafter, even if the claimant did not have title ownership. *Id*. at 937.

Claim of exemption DENIED.