

Tentative Rulings for April 15, 2025
Department 501

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) *The above rule also applies to cases listed in this "must appear" section.*

19CECG00709 *Priscilla Cota v. Aaron's Inc.*

23CECG04807 *Buford v. City of Fresno*

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

24CECG03248 *Gonzalez v. Thickening, II* is continued to Thursday, June 12, 2025,
at 3:30 p.m. in Department 501.

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Tentative Rulings for Department 501

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(03)

Tentative Ruling

Re: ***Martinez v. American Honda Motor Co. Inc.***
Case No. 24CECG02017

Hearing Date: April 15, 2025 (Dept. 501)

Motion: by Plaintiff to Compel Further Responses to Request for
Production of Documents, Set One

Tentative Ruling:

To deny plaintiff's motion to compel further responses to request for production of documents, set one, request numbers 1-11, 13-29 and 31. To grant plaintiff's motion to compel a further response to request number 30. Defendant shall provide a further response to request 30 without objections within 10 days of the date of service of this order. To deny defendant's request for sanctions against plaintiff and her attorneys.

Explanation:

First, to the extent that plaintiff moves to compel further responses to **request numbers 1, 2, 3, 4, 6, 7, 9, 10, 11, 13, 14 and 16**, defendant responded with objections, but it also stated that it would provide full responsive documents to the requests. As a result, defendant has already offered to provide documents, and no further responses are necessary. Therefore, the court intends to deny the motion to compel with regard to request numbers 1, 2, 3, 4, 6, 7, 9, 10, 11, 13, 14 and 16.

The court will also deny the motion with regard to **request numbers 8, 15, 17, 18, 19, 20, 21, 22, 27, 29 and 31**, as defendant has stated in its responses that it conducted a diligent search and reasonable inquiry, and it has no documents in its possession that are responsive to the requests, nor have any such documents ever existed. If the documents are not in defendant's possession and never existed, then defendant cannot produce them. Therefore, since defendant has stated that it does not have and never had any documents that are responsive to the requests, the court will not order it to provide a further response to request numbers 8, 15, 17, 18, 19, 20, 21, 22, 27, 29 and 31.

Next, with regard to **request numbers 23, 24, 25, 26 and 28**, defendant has also stated that it conducted a diligent search and reasonable inquiry, and that it does not have documents responsive to the requests and no such documents ever existed. However, defendant did agree to produce other documents which relate to the subject matter of the request. Therefore, defendant has provided a full and sufficient response to the requests, and the court will not order it to provide a further response to request numbers 23, 24, 25, 26 and 28.

On the other hand, the court intends to order defendant to provide a further response to **request number 30**, which seeks a list of other customer complaints about other 2023 Honda Civic vehicles that are substantially similar to the complaints made by plaintiff. Defendant objected to this request on the grounds that it was vague,

ambiguous, overly broad, and that it seeks information that is not relevant to the subject matter of the litigation and not reasonably calculated to lead to the discovery of admissible evidence. Defendant contends that complaints by other customers regarding their vehicles are not relevant to plaintiff's claims under the Song-Beverly Act, or whether plaintiff is entitled to remedies under the SBA. Defendant also objected on the basis of invasion of the right to privacy and that it seeks confidential, commercially sensitive or proprietary information.

Defendant's objections are without merit. As plaintiff points out, she can obtain civil penalties against defendant equal to double her actual damages if she can prove that defendant willfully refused to replace or repurchase her vehicle. (Civ. Code, § 1794, subd. (c).) If defendant has records of other customers making similar complaints about the same type of car, that would tend to show that it had knowledge that plaintiff's vehicle was defective, which would support imposing civil penalties for defendant willfully denying her claim.

Indeed, the Courts of Appeal have held that such evidence of other customer complaints is relevant and admissible to support imposition of civil penalties. (*Santana v. FCA US, LLC* (2020) 56 Cal.App.5th 334, 347 [evidence that the manufacturer intentionally failed to repair problem with subject vehicle can support finding that manufacturer is liable for civil penalties]; *Donlen v. Ford Motor Co.* (2013) 217 Cal.App.4th 138, 154-155 [expert testimony regarding similar problems with other vehicles with the same model of transmission as the plaintiff's car was admissible to show willful violation of SBA].) Also, a defendant manufacturer's repeated refusal to cooperate and respond to discovery requests regarding customer complaints of similar problems with their vehicles may require imposition of terminating sanctions against the manufacturer. (*Doppes v. Bentley Motors, Inc.* (2009) 174 Cal.App.4th 967, 973, 978-979.)

Defendant argues that *Doppes* and *Donlen* did not directly address the issue of whether documents regarding other customers' complaints were discoverable, and thus they are not authority for the plaintiff's position that she is entitled to discover such documents. However, *Donlen* did find that expert testimony that the subject truck's transmission was defective based on discussions with technicians and dealers as well as transmission research organizations was admissible and relevant to the issue of whether defendant violated the SBA. (*Donlen, supra*, at pp. 154-155.) *Doppes* also held that it was severely prejudicial to plaintiff's case that defendant did not produce highly relevant information about other customers' complaints, and that the trial court abused its discretion in failing to impose terminating sanctions against defendant for its willful refusal to produce the documents. (*Doppes, supra*, at pp. 993-994.)

Thus, *Doppes* and *Donley* stand for the proposition that other customers' complaints about vehicles that are similar to plaintiff's are relevant to the issue of whether defendant violated the SBA, and whether civil penalties should be imposed for willful failure to comply with the SBA. If such documents are relevant and admissible at trial, then they are discoverable as well. (*Norton v. Super. Ct.* (1994) 24 Cal.App.4th 1750, 1760-1761 [a relevant and admissible document is necessarily discoverable, and any doubt about whether a document is admissible or relevant should be resolved in favor of permitting it to be discovered].)

(20)

Tentative Ruling

Re: ***Kahaunaele v. Douglas Winefield Haning et al.***
Superior Court Case No. 23CECG03547

Hearing Date: April 15, 2025 (Dept. 501)

Motion: by Atlantic Specialty Insurance Company for Order to Deposit Bond Funds with Court and Restrain Prosecution of Actions

Tentative Ruling:

To grant and award attorneys' fees and costs in the sum of \$15,264.64.

Explanation:

This is a fraud action brought against Douglas Winefield Haning dba Gold Rush Auto Wholesale ("Goldrush"). Plaintiff Leaura Kahaunaele also named as a defendant Atlantic Specialty Insurance Company ("Atlantic"), who on 3/21/22 issued a Motor Vehicle Dealership Bond to Goldrush, with a \$50,000 penal limit. (Maloney Decl., ¶ 4.) Atlantic is named as a defendant to the cause of action for Violation of Vehicle Code section 11711. Plaintiff asserts a claim in the amount of \$8,900, plus attorneys' fees and costs.

No less than 14 competing fraud claims have been made, each including claims against Atlantic's bond (See Maloney Decl., ¶¶ 5-13; Ordonez Decl., ¶¶ 3-11.) Being a mere stakeholder with no interest in the amount or any portion of the Bond (Maloney Decl., ¶14), Atlantic filed a Cross-Complaint for Interpleader solely based on its role as surety for Goldrush.

"When a person may be subject to conflicting claims for money or property, the person may bring an interpleader action to compel the claimants to litigate their claims among themselves." (*City of Morgan Hill v. Brown* (1999) 71 Cal.App.4th 1114, 1122.) "An interpleader action is an equitable proceeding. [Citations.] In an interpleader action, the court initially determines the right of the plaintiff to interplead the funds; if that right is sustained, an interlocutory decree is entered which requires the defendants to interplead and litigate their claims to the funds. Upon an admission of liability and deposit of monies with the court, the plaintiff then may be discharged from liability and dismissed from the interpleader action. [Citations.] The effect of such an order is to preserve the fund, discharge the stakeholder from further liability, and to keep the fund in the court's custody until the rights of the potential claimants of the monies can be adjudicated. [Citations.]" (*Dial 800 v. Fesbinder* (2004) 118 Cal.App.4th 32, 42-43.)

Code of Civil Procedure section 386, subdivision (b), applies to "[a]ny person, firm, corporation, association or other entity against whom double or multiple claims are made, or may be made, by two or more persons which are such that they may give rise to double or multiple liability." These entities "may either file a verified cross-complaint in interpleader, admitting that it has no interest in the money or property claimed, or in only

a portion thereof, and alleging that all or such portion is demanded by parties to such” or “may bring an action against the claimants to compel them to interplead and litigate their several claims.” (*Id.*) In either case the entity may “apply to the court upon notice to such parties for an order to deliver such money or property or such portion thereof to such person as the court shall direct.” (*Id.*) The deposit of the disputed portion of the money with the clerk of the court cuts off the right to further interest or damages for the retention of the funds. (Code Civ. Proc., § 386, subd. (c).)

Atlantic has availed itself of section 386 and filed an interpleader cross-complaint. This motion is a request for an order of discharge following its deposit of the \$50,000 bond.

Atlantic also moves under Code of Civil Procedure section 386.5, which authorizes the court to enter an order, upon motion and affidavit discharging the stakeholder “from liability and dismissing him from the action on his depositing with the clerk of the court the amount in dispute.” (Code Civ. Proc., § 386.5.)

The court intends to grant the order discharging plaintiff from liability upon its deposit of the funds at issue.

The only opposition is from plaintiff Kahaunaele to the amount of attorneys' fees requested, which plaintiff contends is excessive. “In ordering the discharge of such party, the court may, *in its discretion*, award such party his costs and reasonable attorney fees *from the amount in dispute* which has been deposited with the court.” (Code Civ. Proc. § 386.6, subd. (a), *emphasis added.*) Plaintiff relies on *Sweeney v. McClaran* (1976) 58 Cal.App.3d 824, 827, where the court stated,

To the extent that fees were allowed for legal work on the original defense and cross-complaint, the court committed error. Fees incurred for such activities as negotiations, investigation, dispute over validity of claims (or their amount), cross-complaints for affirmative relief, and the like, are not properly allowable under Code of Civil Procedure section 386.6. As above stated, the trial court, in its discretion, may allow only such fees as relate solely to the pursuit of the stakeholder remedy of Code of Civil Procedure section 386.

The interpleader in *Sweeney* requested attorneys' fees for work well beyond its pursuit of the stakeholder remedy. In this case, Atlantic's only seeks attorneys' fees relating to the interpleader. When it filed the interpleader, there were only five claimants on the bond. An additional nine claims were made after that. Each of these claims require pleadings, letters, service and communication to ensure that responses are filed. The time expended by counsel include the following tasks which are directly related to the interpleader: Evaluation of claims, preparation of Stipulation and Order to file Cross-Complaint for Interpleader, preparation of the Cross-Complaint in Interpleader, review of pleadings, preparation and review of correspondence with Interpleader Cross-Defendants regarding claims and service of the Cross-Complaint, appearances at status conferences and preparation of the subject Motion to Deposit the Bond Funds. (Maloney Decl., ¶16; Ordonez Decl., ¶13.) Atlantic does not seek fees for the type of work that was

rejected in Sweeney. Accordingly, the court intends to grant the motion and award attorneys' fees and costs as requested.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: DTT **on** 4/11/2025.
(Judge's initials) (Date)