NICHOLAS v ARELLANES/NICHOLAS v LEMP

25CV48280 (consolidated with 23CV46746)

OSC RE PETITIONER'S REQUEST FOR PRELIMINARY INJUNCTION

These matters involve real property disputes between Danny E. Nicholas ("Plaintiff") and Lani Arellanes ("Arellanes") and Cathy Lemp ("Lemp.") On November 14, 2025, the Court granted Plaintiff's motion for a Temporary Restraining Order ("TRO") which enjoined Lemp, attorney and non-party Jay Pink ("Pink"), and non-party Shane Miranda ("Miranda") from "any further transfers, encumbrances, or actions affecting title the Arrowhead Property for until the hearing on preliminary injunction."

Now before the Court is the Plaintiff's petition for preliminary injunction. Lemp opposes the motion.

I. Background Facts[1]

In or around October 24, 2021, Plaintiff entered into an agreement with Lani Arellanes (now deceased) which appears to have been memorialized in a handwritten document prepared and signed by Arellanes ("Agreement") (Petition to Void TOD, Ex. 1). Pursuant to this Agreement, Plaintiff would build a three bedroom home for Arellanes on her property located at 2608 Arrowhead Street ("Arrowhead Property"). Arellanes would provide all materials and tools. In exchange, Arellanes would give Plaintiff a 1.1 acre property located at 2044 Yolo Court ("Yolo Property") valued at $53,000.

The Agreement also stated:

> Should I become disabled or deceased or unable to complete this project to "occupancy" all properties 2044 Yolo Court and 2608 Arrowhead Street will become the property of Danny E. Nicholas to complete his project at Yolo Court. Neither his children nor mine are entitled to either properties.

[1] The necessary facts to understand the pending motion have to be drawn from both cases.

Apparently, things went awry in this relationship. On May 19, 2023, Plaintiff filed a lawsuit against Arellanes (Case No. 23CV46746) ("Case One") for breach of contract, common counts and fraud. Plaintiff alleges essentially that Arellanes prevented him from returning to the Arrowhead Property, thereby preventing him from finishing the job, and failed to pay him for any of the materials or loans he provided. He further alleges that Arellanes failed to transfer the interest in the Yolo Property. In Case One, Plaintiff seeks $116,260 in damages and filed a lis pendens on the Arrowhead Property to prevent Arellanes from selling it.

Arellanes passed away around December of 2024. On November 14, 2025, the Court ordered Plaintiff to file an amended complaint naming Arellanes' personal representative or successor in interest within 30 (thirty) days. At present, no such amendment has been filed.

On September 10, 2025, Plaintiff filed a lawsuit against Cathy Lemp (Calaveras County Case No. 25CV48280) ("Case Two") to void a Transfer on Death deed ("TOD"). Specifically, Plaintiff sought to void the TOD which purported to transfer the Arrowhead Property from Arellanes to Lemp. The TOD appears to have been prepared by the law firm of J Pink Law, was witnessed by Jay Pink, Esq. ("Pink"), and was recorded on May 31, 2022. At the same time, Lemp recorded a Deed of Trust reflecting that Arellanes had borrowed $55,000.00 from Lemp, secured by the Arrowhead Property.

According to Plaintiff, Lemp recently quitclaimed the TOD for the Arrowhead Property to non-party Shane Miranda ("Miranda.") On October 16, 2025, and October 24, 2025, Plaintiff attempted to add Miranda as a party to this action and to assert additional causes of action *via* declarations. However, this is not the proper way to amend a complaint and there is no evidence of any attempt to serve Miranda who remains a non-party to this action, as does attorney Jay Pink.

II. Legal Standard and Discussion

When determining whether to issue a preliminary injunction, the court considers two interrelated questions: (1) the likelihood that the plaintiff will prevail on the merits, and (2) the relative balance of harms that is likely to result from the granting or denial of interim injunctive relief. (*White v. Davis* (2003) 30 Cal.4th 528, 554; *see also Robbins v. Sup. Ct*. (1985) 38 Cal.3d 199, 206; Code Civ. Proc., § 526.)

A. Likelihood of Prevailing on the Merits

Plaintiff's complaint against Lemp asserts a cause of action to void the Transfer on Death ("TOD") which transferred the Arrowhead Property to Lemp. Plaintiff alleges that the TOD was fraudulent and the result of the breach of contract between Plaintiff and Arellanes and must be voided.

"A deed obtained by fraud, though voidable, is generally not void." (*Fallon v. Triangle Management Servs.* (1985) 169 Cal.App.3d 1103, 1106.) A deed based in fraud can generally not be set aside as against a party purchasing in ignorance of the facts constituting the fraud or duress. (*Ibid*.)

Lemp argues that Plaintiff is unlikely to prevail on the merits of his petition to void the TOD because all the relief Plaintiff seeks is barred by Business & Professions Code § 7031(a). Pursuant to this section:

> Except as provided in subdivision (e), no person engaged in the business or acting in the capacity of a contractor, may bring or maintain any action, or recover in law or equity in any action, in any court of this state for the collection of compensation for the performance of any act or contract where a license is required by this chapter without alleging that they were a duly licensed contractor at all times during the performance of that act or contract regardless of the merits of the cause of action brought by the person, except that this prohibition shall not apply to contractors who are each individually licensed under this chapter but who fail to comply with Section 7029.

Under this chapter, "contractor" is defined as "any person who undertakes to or offers to undertake to, or purports to have the capacity to undertake to, or submits a bid to, or does himself or herself or by or through others, construct . . . any building . . . project, development or improvement, or to do any part thereof." (Bus. & Prof. Code § § 7026.)

Lemp argues that Plaintiff qualifies as a contractor. She further argues that because Plaintiff does not allege that he was a duly licensed contractor when he undertook the construction work for Arellanes, he cannot maintain the underlying causes of action upon which he seeks to invalidate the TOD.

In response, Plaintiff makes two arguments. First, he asserts that the agreement between him and Arellanes was not a construction contract, but was rather a holographic will pursuant to which he would inherit the properties. Second, he argues that he qualifies for an exemption to the requirements of section 7031(a) because he was essentially a homeowner by common law marriage.

“A holographic will is one entirely in the writing of the testator. The requirements are that it be signed, dated, and that it evidence testamentary intent.” (*Estate of Wong* (1995) 40 Cal.App.4th 1198, 1204 [citing Probate Code § 6111].) No specific words are required to create a testamentary intent, but must simply show that the “decedent intended to direct the final disposition of his property after his death.” (*Id.* at 1205.) Here, the purported holographic will states that upon her death, disability, or inability to complete the project, the property would pass to Plaintiff. (Plaintiff Reply Decl. Ex. A.) However, the purported holographic will was signed prior to Arellanes later decision to execute the TOD in favor of Lemp. Plaintiff cites to no case law that would prioritize an earlier will over a later TOD executed by the decedent. Thus, Plaintiff’s arguments based on the purported holographic will are not likely to prevail.

Plaintiff’s second argument appears to be that he is entitled to an exemption for the requirements of section 7031(a) as an owner-builder. (Bus. and Prof. Code §7044.) It is undisputed that Plaintiff was not actually on legal title to the Arrowhead Property. While California does not recognize the concept of common law marriage, it does recognize that non-married couples may engage in conduct that demonstrates an implied contract to share assets or property. (*Marvin v. Marvin* (1976) 18 Cal.3d 660, 665.) However, “one who claims the ownership of property of which the legal title is in the name of another, and asserts that the property is held by such person in trust for the claimant, must establish the claim by clear, satisfactory and convincing evidence.” (*Taylor v. Polackwich* (1983) 145 Cal.App.3d 1014, 1022.)

Plaintiff asserts that he and Arellanes were intimate domestic partners and were working on the Arrowhead Property jointly as co-owners. (Declaration of Danny Nicholas dated 11/12/25 (“Second Nicholas Decl.”) ¶ 1.) He states that they entered into a “temporary marriage” and that as part of that arrangement, Arellanes moved from Petaluma to Copperopolis. (*Id*. ¶ 5.) He also made Arellanes the beneficiary of his life insurance policy. (*Id.* ¶ 8.) He states he was living on the Arrowhead Property with Arellanes for at least seventeen months (*Ibid*) and that they were open about their “build a house and work together” relationship. (*Ibid.*) He asserts that Arellanes knew he was not a contractor and it was for this reason that they relied upon Miranda (who apparently was a contractor) for assistance in getting various permits for the Arrowhead Property work. (*Id*. ¶ 4.) Finally, he asserts that the purported holographic will – whether a will or not – shows Arellanes understanding that Plaintiff had ownership rights and that this become official either upon her death, disability, or inability to complete the construction.

Plaintiff has set forth some evidence that he and Arellanes may have had an implied contract pursuant to which he was to have an interest in the Arrowhead Property. However, this is insufficient to show that he will prevail on his request to undo the transfer on death deed made to Lemp. While the TOD may have been a fraudulent attempt by Arellanes to avoid giving the Arrowhead Property to Plaintiff, Plaintiff does

not provide sufficient evidence that Lemp had any knowledge of the fraud or was anything other than an “innocent” grantee, much less nonparty Miranda.

B. Balance of Harm to the Parties

The Court must next look at the relative balance of harms that is likely to result from the granting or denial of interim injunctive relief. (*White v. Davis* (2003) 30 Cal.4th 528, 554.) “[T]he more likely it is that [applicant] will ultimately prevail, the less severe must be the harm that they allege will occur if the injunction does not issue.” (*King v. Meese* (1987) 43 Cal. 3rd 1217, 1227.) The general purpose of a preliminary injunction is often to preserve the status quo. (*Harbor Chevrolet Corp. v. Machinists Local Union 1484* (1959) 173 Cal.App.2d 380, 384.)

The Court recognizes that as the Arrowhead Property transfers further away from Arellanes, Plaintiff’s ability to recoup his financial or ownership interests in that property will become increasingly difficult. The Court is also aware that there are significant concerns raised by the significant involvement both Lemp and Miranda had in the Arrowhead Property and construction prior to the TOD and Arellanes death. Both Lemp and Miranda were purportedly friends with Arellanes, were frequent guests at the Arrowhead Property, were aware of the intimate relationship between Plaintiff and Arellanes, and were both involved in the construction process (either financially or, in the case of Miranda, apparently in a consultant position) at the Arrowhead Property. Their apparent closeness with Arellanes and their disdain for Plaintiff lead to the concern that if the Arrowhead Property is conveyed any further, Plaintiff may never have the ability to recoup the property, though this does not preclude an ability to recover monetary damages should he ultimately prevail.

In contrast, Lemp has not identified how she will be harmed by a preliminary injunction. She is no longer the owner of the Arrowhead Property. She does not make any assertions that she will be harmed by being enjoined from transferring or encumbering the Property (if indeed she even has such authority) or how she will be harmed if the new owner – Miranda – is so enjoined. Further, while Miranda provided a detailed declaration, he does not identify any harm he will incur if the injunction is granted. (The Court also notes the Miranda declaration is replete with references to drinking by Plaintiff and allegations as to his level of sobriety or lack that of; as the Court finds the majority of these expressed opinions lack foundation and therefore have not been considered, the Court takes notice of the contention of personal observation of plaintiff possessing and consuming alcohol on the job site, as this is germane to considerations

of the likelihood of prevailing as this in and of itself represents a breach of the terms of the agreement between plaintiff and Arellanes.)

Given the balance between the potential losses that Plaintiff may suffer and the lack of any evidence of any potential harm to Lemp, the Court finds the balance weighs in favor of Plaintiff. However, the Court finds there are significant procedural and substantive issues weighing against plaintiff and therefore finds in the present posture of the consolidated case it cannot find plaintiff is likely to prevail on the merits.

Accordingly, Plaintiff's **motion for preliminary injunction is DENIED, without prejudice to refile** in the event plaintiff conforms with prior rulings by properly including as parties the representative of Arellanes' estate, Miranda, and Pink, and a probate determination of a expressed to-be-filed *Heggsted* petition.

C. Undertaking

Pursuant to Code Civil Procedure section 529:

> On granting an injunction, the court or judge must require an undertaking on the part of the applicant to the effect that the applicant will pay to the party enjoined any damages, not exceeding an amount to be specified, the party may sustain by reason of the injunction, if the court finally decides that the applicant was not entitled to the injunction.

Lemp requests an undertaking in the amount of $100,000 which reflects the purchase price paid by Miranda. Plaintiff has not opposed the requested amount.

As the Court has denied the preliminary injunction the request for a resulting undertaking is presently moot. However, as something of an advisory opinion, the Court notes that had it granted the injunction, it would have required Plaintiff to post an undertaking of $100,000 within five days of the date of any such ruling.

The clerk shall provide notice of this ruling to the parties forthwith. Defendant Lemp to submit a formal Order complying with Rule 3.1312 in conformity with this Ruling.

HIX, et al v FCA US, LLC, et al

25CV48078

FCA's DEMURRER AND MOTION TO STRIKE PUNITIVE DAMAGES CLAIM

This case involves a dispute over a vehicle warranty dispute between Thomas C. Hix ("Hix") and Integrated Development Strategies, Inc. ("Plaintiffs") and FCA US, LLC ("Defendant"). Now before the Court is Defendant's demurrer and motion to strike the Plaintiffs' First Amended Complaint ("FAC".)

I. Facts

On or about September 2, 2022, Plaintiffs entered into a warranty contract with Defendant FCA regarding a 2022 Ram 2500, vehicle identification number 3C6UR5TL3NG260994 (hereafter "Vehicle"), which was manufactured and or distributed by Defendant FCA. (Complaint ¶ 9.) The warranty was a "bumper to bumper warranty." (*Id.* ¶ 10, Ex. A.) At some point, defects and nonconformities to warranty manifested themselves, including engine defects that that can result loss of power, stalling, engine running rough, engine misfires, failure or replacement of the engine (the "Engine Defect.") (*Id*. ¶ 21.)

Plaintiffs allege that Defendant knew since prior to Plaintiffs purchasing the Vehicle that the 2022 Ram 2500 vehicles were subject to the Engine Defect. (FAC ¶ ¶ 24, 25.) Plaintiffs allege that the Engine Defect is a safety concern because it can suddenly affect the driver's ability to control the vehicle or cause a non-collision vehicle fire, among other safety hazards. (*Id.* ¶ 22.) Plaintiffs allege the vehicle is now of *de minimus* value and seeks damages.

II. Legal Standards

"A demurrer tests the sufficiency of a complaint and admits all facts properly pleaded." (*Setliff v. E.I.Du Pont de Nemours & Co.* (1995) 32 Cal. App. 4th 1525, 1533.) The court

assumes the truth of the allegations asserted but does not assume the truth of "contentions, deductions, or conclusions of law." (*California Logistics, Inc. v. State of California* (2008) 161 Cal. App. 4th 242, 247.) The court can further look at those facts that "reasonably can be inferred from those expressly pleaded, and matters of which judicial notice has been taken." (*MKB Management, Inc. v. Melikian*, (2010), 184 Cal.App.4th 796, 802.) If a complaint does not sufficiently state a cause of action, "but there is a reasonable probability that a defect can be cured by amendment, leave to amend must be granted." (*Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal. 4th 26, 38.)

Defendant asserts that the Plaintiffs' Complaint is subject to demurrer pursuant to Civ. Code 430.10 (e) (failure to state a claim).

A motion to strike lies either to strike: (1) any "irrelevant, false or improper matter inserted in any pleading"; or (2) any pleading or part thereof "not drawn or filed in conformity with the laws of this state, a court rule or order of court." (CCP § 436.) A motion to strike may also be used to strike allegations related to an improper request for relief. (*Saberi v. Bakhtiari* (1985) 169 Cal.App.3d 509, 517.) A motion to strike can be used to attack the entire pleading, or any part thereof—i.e., even single words or phrases. (*Warren v. Atchison, Topeka & Santa Fe Ry. Co.* (1971) 19 Cal.App.3d 24, 40.)

III. Discussion

A. Demurrer

1. Implied Warranty Claims

Defendant first demurs to Plaintiffs' implied warranty cause of action on the grounds that they have expired under Civil Code section 1791.1(c). Defendant, however, misconstrues this code section as providing a statute of limitations that would limit a purchaser's rights rather than as a section that broadens consumer protection.

"Under the Song-Beverly Act, every retail sale of 'consumer goods' in California includes an implied warranty by the manufacturer and the retail seller that the goods are 'merchantable' unless the goods are expressly sold 'as is' or 'with all faults.'" (*Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1303.) The Song-Beverly Act was enacted "in order to provide greater protections and remedies for consumers" than were available under the Uniform Commercial Code ("UCC".) (*Ibid*.) One of these consumer-

protective innovations found in the Song-Beverly Act is an "express provision for a duration of the implied warranty of merchantability." (*Id.* at 1304.) That is, where under the UCC, a "purchaser was required to show that the defect existed at the time the product was sold or delivered," the Song-Beverly Act allowed for a purchaser to sue for breach of implied warranty for defects that latent or undiscoverable at the time of purchase. (*Ibid*.)

Contrary to Defendant's assertions, Civil Code section 1791.1(c) does not operate as a statute of limitations and does not bar Plaintiffs' claims.

Accordingly, the **demurrer as to the cause of action for breach of implied warranties is OVERRULED.**

2. Fraudulent Concealment

Defendant also demurs to Plaintiffs' claim for Fraudulent Inducement- Concealment. Defendant demurs on the grounds that the cause of action does not meet the heightened pleading requirements for fraud and based on the economic loss rule.

To establish a claim for fraudulent concealment, a plaintiff must plead and prove the following elements: (1) concealment or suppression of a material fact; (2) by a defendant with a duty to disclose the fact to the plaintiff; (3) intent to defraud by intentionally concealing or suppressing the fact; (4) the plaintiff's lack of knowledge of the concealed or suppressed fact and resulting reliance; and (5) damages sustained as a direct result of the concealment or suppression. (*Hambridge v. Healthcare Partners Medical Group, Inc.* (2015) 238 Cal.App.4th 124, 162, quoting *Graham v. Bank of America, N.A.* (2014) 226 Cal.App.4th 594, 606.)

A cause of action for fraud based on nondisclosure or concealment must also establish that the defendant had a legal duty to disclose the withheld facts. (*OCM Principal Opportunities Fund, L.P. v. CIBC World Markets Corp*. (2007) 157 Cal.App.4th 835, 845.) Absent a fiduciary relationship between the parties, courts recognize three circumstances where nondisclosure or concealment may constitute actionable fraud: (1) where the defendant possesses exclusive knowledge of material facts unknown to the plaintiff; (2) where the defendant actively conceals a material fact from the plaintiff; and (3) where the defendant makes partial representations while suppressing other material facts. (*Bigler-Engler v. Berg, Inc.* (2017) 7 Cal.App.5th 276, 311, quoting *LiMandri v. Judkins* (1997) 52 Cal.App.4th 326, 336.)

Here Plaintiffs allege that Defendant concealed the known Engine Defect from Plaintiffs. Plaintiffs allege that Defendant had a duty to disclose this fact because it had superior knowledge of the fact due to "pre-production testing data, early consumer complaints about the Engine Defect made directly to FCA and its network of dealers, aggregate warranty data compiled from FCA's network of dealers, testing conducted by FCA in response to these complaints, as well as warranty repair and part replacements data received by FCA from FCA's network of dealers, amongst other sources of internal information." (Complaint ¶ 72.) Plaintiffs allege that in failing to inform Plaintiffs of the Engine Defect, Defendant intended to mislead Plaintiffs. Plaintiffs allege it lacked any knowledge of the Engine Defect and relied on the representations made in Defendant's materials (which did not disclose the Engine Defect) in purchasing the Vehicle. (*Id*. ¶ 75.) Finally, Plaintiffs allege that they suffered damages as a result of the concealment.

Defendant, however, argues that the claim is not pled with specificity, including the date, time and place of the concealment. However, "less specificity is required where the defendant necessarily possesses the information." (*Bajaras v. Ford Motor Co.* 2025 Cal.Super.LEXIS 1185, *3-4, citing *Committee on Children's Television, Inc. v. General Foods, Inc.* (1983) 35 Cal.3d. 197, 216-217.) Further, "it is not practical to require allegations of specific facts showing how, when, and by what means something did not happen." (*Id.*) The Court finds the Plaintiff adequately pleads the elements of fraudulent concealment with enough particularity at this stage.

Defendant also argues that the claim is barred by economic loss rule. "The economic loss rule prohibits parties from recovering tort damages for what is essentially a breach of contract claim." (*Sheen v. Wells Fargo Bank* (2022), 12 Cal.5th 905, 922.) The rule "requires a purchaser to recover in contract for purely economic loss due to disappointed expectations, unless he can demonstrate harm above and beyond a broken contractual promise." (*Robinson Helicopter Co. v. Dana Corp*. (2004), 34 Cal.4th 979, 988.)

However, the economic loss doctrine does not apply "where the contract was fraudulently induced." (*Erlich v. Menezes* (1999), 21 Cal.4th 543, 552.) Specifically, "concealment-based claims for fraudulent inducement are not barred by the economic loss rule." (*Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828, 840.) This is because "a defendant's conduct in fraudulently inducing someone to enter a contract is separate from the defendant's later breach of the contract or warranty provisions that were agreed to." (*Ibid.*) Here, Plaintiffs' claim for fraudulent inducement by concealment is based on pre-sale concealment of facts known solely by Defendant which were not conveyed to Plaintiffs. (*Id*. [stating, "we decline to hold that plaintiffs' fraud claim (based in part on presale concealment) is barred by the economic loss rule."].)

Accordingly, the **demurrer as to the cause of action for fraudulent concealment is OVERRULED**.

B. Motion to Strike

Punitive damages are recoverable where a plaintiff proves "by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice." (Civ. Code, § 3294.) Relevant to this case, "malice" means conduct which is intended by the defendant to cause injury to the plaintiff or despicable conduct which is carried on by the defendant with a willful and conscious disregard of rights or safety of others. (*Ibid*.) "Oppression" means conduct that subjects a person to "cruel and unjust hardship in conscious disregard of that persons' rights." (Civ. Code. §3294(c)(2).)

The proper standard for a motion to strike punitive damages is whether plaintiff has alleged "ultimate facts" showing an entitlement to exemplary damages. (*Clauson v. Superior Court* (1998) 67 Cal.App.4th 1253, 1255.) Here, the FAC states that Defendant was aware of the Engine Defect prior to the Plaintiffs' purchase of the Vehicle but chose not to disclose it to consumers. Plaintiffs allege that the Engine Defect was serious, "can suddenly affect the driver's ability to control the vehicle or cause a non-collision vehicle fire. Even more troubling, the Engine Defect can cause the vehicle to fail without warning while the Vehicle is moving at highway speeds." (FAC ¶ 70.) These allegations, along with Plaintiffs' claims for fraudulent concealment, are sufficient to state claims for punitive damages based on fraud or malice.

Accordingly, Defendant's **motion to strike punitive damages claim is DENIED**.

The clerk shall provide notice of this ruling to the parties forthwith. Plaintiffs to submit a formal Order complying with Rule 3.1312 in conformity with this Ruling.

DeLONG v BAKER, et al

25CF15296

PLAINTIFF'S MOTION TO COMPEL DISCOVERY

This is a dispute involving the alleged failure to disclose certain defects as part of a real estate sale brought by Justin Delong ("Plaintiff") against Clayton Baker and Notasha Baker ("Defendants").

Plaintiff's Motion to Compel responses to request for production of documents is unopposed.

I. Procedural History

On September 20, 2025, Plaintiff served on Defendants a set of discovery requests entitled Request for Production of Documents, Set One, via certified U.S. Mail, addressed to their last known mailing address. (Declaration of Justin Delong ("Delong Decl.") ¶ 2, Ex. A.) Responses were due thirty-five days thereafter, on October 25, 2025. (Code Civ. Proc. § §2030.260(a) and 1013(a).) As of the filing of the motion on October 28, 2025, Defendants had not responded.

II. Legal Standard and Discussion

A. Motions to Compel

Pursuant to Code Civ. Proc. section 2031.300, if a party to whom requests for production of documents fails to serve a timely response then:

> (a) The party to whom the demand for inspection, copying, testing, or sampling is directed waives any objection to the demand, including one based on privilege or on the protection for work product under Chapter 4 (commencing with Section 2018.010). The court, on motion, may relieve

that party from this waiver on its determination that both of the following conditions are satisfied:

(1) The party has subsequently served a response that is in substantial compliance with Sections 2031.210, 2031.220, 2031.230, 2031.240 and 2031.280.

(2) The party's failure to serve a timely response was the result of mistake, inadvertence, or excusable neglect.

A party moving to compel initial responses under these sections is not required to meet and confer. (*Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 411.)

Plaintiff properly served Defendants with the discovery motions via certified mail. Defendants have failed to provide responses to the discovery and have failed to file any opposition to the motion.

Accordingly, Plaintiff's motion to compel responses to Request for Production of Documents – Set One is **GRANTED**. Defendants are ordered to provide verified, code-compliant responses, without objection, within fifteen Court (15) days of this Order, i.e., by 5:00 p.m. on December 30, 2025.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted Proposed Order, modified as necessary to conform to this Ruling.