TENTATIVE RULINGS

DEPARTMENT N17

Judge Craig L. Griffin

Date: April 15, 2024
Time: 2:00 PM

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#	Case Name	Tentative
1	Monarch Capital Partners, LLC v. Fazeli	Before the court are the following motions filed by Plaintiff Monarch Beach Capital Partners, LLC ("Plaintiff"): (1) motion to compel further responses to special interrogatories, set one, from Defendant Sagar Parikh ("Parikh"); (2) motion to compel further responses to request for production ("RFP"), set one, from Parikh; (3) motion to compel further responses to RFP, set one, from Defendant Pegah Fazeli ("Fazeli"). The motions directed to Parikh are **MOOT** except for sanctions. The motion directed to Fazeli is **GRANTED in part** and **DENIED in part**. **Motions Directed to Parikh (ROA 190 and 198)** The oppositions indicate Parikh served verified substantive supplemental responses to the at issue discovery on February 7, 2024. (ROA 249 at Exhibit 3; ROA 251 at Exhibit 3.) The court thus deems these motions **MOOT**, except for the issue of sanctions. (*Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 408-409.) If any disputes remain regarding the supplemental responses, those can be addressed via a new motion to compel after appropriate

meet and confer efforts. Plaintiff is permitted 45 days from the date of this order to file any motion to compel further responses related to the supplemental responses served February 7, 2024.

The court finds monetary sanctions in the sum of **$500 per motion** are warranted. Said sanctions are payable by Parikh and his former counsel, Brett Wiseman, to Plaintiff, through its counsel of record, within 30 days of the date of this order. (Code Civ. Proc. §§ 2030.300(d); 2031.310(h).)

Motion Directed to Fazeli (ROA 194)

If a timely motion to compel has been filed, the responding party has the burden to justify any objection or failure fully to answer the discovery requests. (*Coy v. Sup.Ct. (Wolcher)* (1962) 58 Cal.2d 210, 220-221; *Kirkland v. Superior Court* (2002) 95 Cal.App.4th 92, 98 [burden shifts to objector after good cause shown for RFPs]; *Costco Wholesale Corp. v. Superior Court* (2009) 47 Cal.4th 725, 733 [party claiming the privilege has burden of establishing preliminary facts necessary to support objection].)

The court finds Plaintiff failed to demonstrate good cause for the documents sought by RFP No. 13 as this request is overbroad and appears to seek documents unrelated to the issues in this case. The request asks for all communications with Robert Sabahat from 2016 to present, regardless of topic of communication. The RFP is thus not limited to communications related to CBI or to issues pertaining to this litigation. Plaintiff failed to demonstrate that this request is appropriate. There is also no indication Plaintiff attempted to limit the scope of this request. Therefore, the motion as to RFP No. 13 is **DENIED**.

Regarding RFP No. 14, this request seeks communications with Ali Parvaneh related to CBI. Fazeli objected to RFP No. 14 on the grounds said RFP, among other things, seeks disclosure of information protected by the attorney-client privilege and/or the attorney work product doctrine. In the Opposition, Fazeli contends Ali Parvaneh is one of the attorneys for Fazeli in this matter and has represented Fazeli "for years." (Wiseman Decl., ¶ 2.)

However, it is unclear if the privilege applies to all documents sought by this particular RFP. In the Reply, Plaintiff contends it seeks communications from before Mr. Parvaneh began his representation of Fazeli in this matter. "When a party asserts the attorney-client privilege it is incumbent upon that party to prove the preliminary fact that a privilege exists … i.e., that a communication has been made 'in confidence in the course of the lawyer-client ... relationship.'" (*State Farm Fire & Casualty Co. v. Superior Court* (1997) 54 Cal.App.4th 625, 639.) Fazeli also failed to provide a privilege log. A privilege log should be provided to permit evaluation of the merits of the claim of privilege. (*See* C.C.P. § 2031.240(c)(1).)

		Accordingly, the court will **GRANT** the motion as to RFP No. 14 to require Fazeli to provide a privilege log for any documents withheld on the basis of privilege. Regarding RFP No. 16, on August 26, 2022, Fazeli provided a verified supplemental response in which she stated, "After a diligent search, Responding Party has been unable to locate any documents in its possession, custody, or control responsive to this Request." (See Ex. 6 to ROA 194.) This response is not code compliant because it does not state whether the inability to comply is because the documents never existed, were destroyed, lost, misplaced, etc., or the identity of individuals believed to have possession of the documents. (Code Civ. Proc., § 2031.230.) A further code compliant response is needed. Therefore, the motion is **GRANTED** as to RFP No. 16. Further responses in accordance with this ruling are due within 30 days of the date of this order. The court finds monetary sanctions in the sum of **$1,000** are warranted. Said sanctions are payable by Fazeli and her counsel, Brett Wiseman, to Plaintiff, through its counsel of record, within 30 days of the date of this order. (Code Civ. Proc. § 2031.310(h).) Counsel for Plaintiff is to give notice of these rulings.
2	Munoz De Dominguez v. Heartland Employment Services	Defendants Promedica Employment Services, LLC (f/k/a Heartland Employment Services, LLC); HCR Manorcare Medical Services of Florida, LLC; Promedica Health System, Inc.; and Manor Care Of Fountain Valley CA, LLC's Motion to Compel Arbitration is GRANTED. This action is stayed pending completion of arbitration. (*See* FAA. Section 3; C.C.P. section 1281.4.) The Court OVERRULES all of Defendants' Objections to Plaintiffs' Evidence. **Whether the FAA Applies?** Defendants contend that the Federal Arbitration Act ("FAA") applies to this action because the Mutual Agreement to Arbitrate Claims expressly states that "[t]he Federal Arbitration Act (9 U.S.C. § 1 et seq.) ('FAA') governs this Agreement, which evidences a transaction involving commerce." (*See* Gralak Decl., ¶ 10, Exh. A, p. 1, lines 4-5). Defendants also present evidence that Defendant HEARTLAND operates more than 62 healthcare facilities in more than 13 states throughout the United States. (*Id.*, ¶ 4.) Plaintiff does not dispute the FAA applies in the Opposition. "[W]hen an agreement provides that its 'enforcement' shall be governed by the FAA, the FAA governs a party's motion to compel arbitration." (*See Victoria 89, LLC v. Jamanm Properties 8 LLC* (2020) 46 Cal.App.5th 337, 345; *see also Rodriguez v. American Technologies, Inc.* (2006) 136 Cal.App.4th 1110, 1112.) Accordingly, the Court finds that the FAA applies to this action.

Whether An Agreement to Arbitrate Exists?

The Court finds that Defendants met their burden of establishing an agreement to arbitrate exists with Plaintiff.

"[A]ny writing must be authenticated before the writing, or secondary evidence of its content, may be received in evidence. (Evid. Code, § 1401…" (*Ruiz v. Moss Bros. Auto Grp.* (2014) 232 Cal.App.4th 836, 843.) "Civil Code section 1633.9, subdivision (a), governs the authentication of electronic signatures. It provides that an electronic signature may be attributed to a person if 'it was the act of the person.' (Civ. Code, § 1633.9, subd. (a).) "'Authentication of a writing means (a) the introduction of evidence *sufficient to sustain a finding that it is the writing that the proponent of the evidence claims it is* or (b) the establishment of such facts by any other means provided by law.' [Citations omitted.]" (*Ruiz, supra,* 232 Cal.App.4th at 843.)

"'[**T]he act of the person** may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable.' [Citation omitted.] For example, a party may establish that the electronic signature was 'the act of the person' by presenting **evidence that a unique login and password known only to that person was required to affix the electronic signature, along with evidence detailing the procedures the person had to follow to electronically sign the document and the accompanying security precautions**. [Citations omitted.]" (*Bannister v. Marinidence Opco, LLC* (2021) 64 Cal.App.5th 541, 545.)

Here, although Defendants do not specifically state that Plaintiff is the person who created her username, Defendants state that the username is unique and "comprised of a combination of a portion of the employee's name, the employee's ID number, and a portion of the employee's social security number." (*See* Gralak Decl., ¶ 8.) Plaintiff, in Opposition, does not submit any evidence that she did not create her username.

Defendants also present evidence that Plaintiff created her unique password; that employee passwords are not known by Defendants and no one at the company had access to Plaintiff's password; and that if Plaintiff shared her password with anyone it would be against policy. (*See* Gralak Decl., ¶¶ 7 and 8.) Defendants also submit evidence which explains how and why they believe that Plaintiff is the person who accepted the Acknowledgement of the Arbitration Agreement. (*Id.*)

Plaintiff admits that during her employment with Defendants, she was required to undergo training courses and that Jason Macias (who appears to be Plaintiff's supervisor) accessed the computer for her, read the English online courses, asked her questions in Spanish, and then presumably input her responses in the computer in English. ((*See* Munoz Decl., ¶ 9 ["Defendants'

employee, Jason Macias accessed the computer, read the English online courses, asked me questions in Spanish, and presumably input my responses in the computer in English."]; *see also* Kayyali Decl., ¶ 19, Exh. 9.)

Plaintiff states: "I am informed, Defendants claim that I accessed their on-line system, reviewed their arbitration agreement and electronically signed the arbitration agreement. I did not do so. Neither Jason Macias, nor anyone ever went over the topic of arbitration or mentioned an arbitration agreement to me." (*See* Munoz Decl., ¶ 10.) Plaintiff further states that "[h]ad Defendant explained to me what arbitration entailed or how it would affect my legal rights, I would have never executed an arbitration agreement." (*Id.*, ¶ 17.)

Defendants, however, submitted evidence establishing how and why they believe Plaintiff is the person who consented to the Arbitration Agreement. (*See* Gralak Decl., ¶¶ 11-20.) Defendants produce evidence that Plaintiff electronically signed the Arbitration Agreement by clicking on the "Acknowledge" button after review of the arbitration training materials and Arbitration Agreement. (*See* Gralak Decl., ¶¶ 18 and 20, Exh. D.) Exhibit D is a "Training Details" screenshot which describes the training type as "The Employment Arbitration presentation slides and Employment Arbitration Agreement." (*See* Gralak Decl., Exh. D.) It states Plaintiff started this training on "1/22/2020 7:24:10 PM"; completed it on "1/22/2020 7:24:23 PM; and completed by Plaintiff on "1/22/2020 7:24:52 PM Comments: Acknowledgment is completed." (*Id.*)

Defendants further submit evidence that no one had access to Plaintiff's unique HCR University password; that Defendants do not have any information from any source indicating that Plaintiff shared her password with any Company employee; that beginning on January 1, 2017, the Arbitration Agreement acknowledgement window for all the arbitration trainings contained a Spanish translation of the information in the "Acknowledgement" window; that Plaintiff's acknowledgement window included a Spanish translation; that Plaintiff used her username and password and acknowledged the Arbitration Agreement on January 22, 2020, and that Defendants do not maintain copies of employees' arbitration agreements or the underlying electronic records of the completed arbitration training in employees' personnel files. (*See* Second Gralak Decl., ¶¶ 5-9, Exh. E, F, and G.)

Whether Defendants Waived Their Right to Arbitration.

The Court also finds that Defendants did not waive their right to arbitration. Here, Plaintiff contends Defendants waived their right to arbitration by failing to produce a copy of the agreement when requested by Plaintiff and by filing this motion 16 months after Plaintiff filed suit against them—which caused Plaintiff to expend significant resources pursuing discovery, including the filing of twelve discovery motions.

Defendants dispute that they did not send Plaintiff's counsel a copy of the Arbitration Agreement. (*See* Second Gralak Decl., ¶ 2 [Plaintiff asserts that "Defendants waived their right to arbitration by failing to produce the Arbitration Agreement when it was initially requested by Plaintiff." (Opp. at 4:18-19.) **Plaintiff's assertion is false**. As set forth in my declaration in support of Defendants' Motion, **Defendants' counsel sent Plaintiff's counsel a copy of Plaintiff's Arbitration Agreement before they ever asked for it,** as Defendants' counsel promptly provided Plaintiff's counsel with a meet and confer letter on July 27, 2022, outlining Plaintiff's obligations to comply with her Mutual Agreement to Arbitrate Claims (the "Arbitration Agreement"), including a copy of her Arbitration Agreement. (See Todd Decl., ¶ 3, Ex. 1)."].)

Moreover, a 16-month delay in seeking arbitration is not sufficient evidence of waiver. Delay alone absent prejudice is insufficient. (*See Khalatian v. Prime Time Shuttle, Inc.* (2015) 237 Cal.App.4th 651, 663 ["Finally, even though there was a 14-month period from the filing of the original complaint to the filing of the motion to compel, absent prejudice, the delay is insufficient to support the waiver."]) "The fact that the party petitioning for arbitration has participated in litigation, short of a determination on the merits, does not by itself constitute a waiver. [Citations omitted.]" (*Id.* at 306.)

The "following factors are relevant to the waiver inquiry: " ' "(1) whether the party's actions are inconsistent with the right to arbitrate; (2) whether 'the litigation machinery has been substantially invoked' and the parties 'were well into preparation of a lawsuit' before the party notified the opposing party of an intent to arbitrate; (3) whether a party either requested arbitration enforcement close to the trial date or delayed for a long period before seeking a stay; (4) whether a defendant seeking arbitration filed a counterclaim without asking for a stay of the proceedings; (5) 'whether important intervening steps [e.g., taking advantage of judicial discovery procedures not available in arbitration] had taken place'; and (6) whether the delay 'affected, misled, or prejudiced' the opposing party." ' " [Citations omitted.]" (*Id.*)

Here, Defendants' Answer asserted arbitration as its first affirmative defense; Defendants' Case Management Statement stated their intent to file a motion to compel arbitration; Defendant represented at three separate Case Management Conferences their intent to enforce the arbitration agreement; and Defendants did not provide any substantive responses to any discovery. (*See* Plaintiff's Opposition, p. 13 where Plaintiff admits Defendants took these actions.) Defendants objected to the written discovery as premature and improper "as Plaintiff signed a binding arbitration agreement to submit all employment-related disputes to arbitration." (*See* Todd Decl., ¶ 4.)

Although Defendants filed an Answer, such action in and of itself does not result in waiver. (*See Khalatian v. Prime Time Shuttle,*

		Inc. (2015) 237 Cal. App. 4th 651, 662 ["Answering a complaint does not result in waiver."]; *see also St. Agnes Med. Ctr. V. PacifiCare of California* (2003) 31 Cal.4th 1187, 1201 ["the filing of a lawsuit, without more, does not result in a waiver"]. The fact that Defendants waited 16 months from the filing of the original complaint to the filing of the Motion does not constitute waiver since there is no evidence of prejudice. (*See Khalatian, supra*, 237 Cal. App.4th at 663 ["Finally, even though there was a 14-month period from the filing of the original complaint to the filing of the motion to compel, absent prejudice, the delay is insufficient to support the waiver."]) The Court sets an OSC re Status of Arbitration for July 26, 2024, at 9:30 a.m. in Dept. N17.. Moving Party is to give notice.
3	Californians for Homeownership, Inc. v. City of Orange	The motion to quash service of the Petition for Writ of Mandate ("the Petition") filed by Respondent, City of Orange ("the City") is **DENIED**. The Petition alleges that the Department of Housing and Community Development issued its findings on January 2, 2024. (Petition, ¶ 28.) The parties appear to be in agreement that Petitioner, Californians for Homeownership, Inc. ("CFH") was required to serve the City by March 5, 2024, in accordance with the requirements of Government Code section 65009(c)(2). The City contends service of the Petition on February 29, 2024 was defective because no summons was served with the Petition. However, none of the City's cited authorities holds that, in a writ proceeding under Government Code section 65009, a summons must be personally served to obtain personal jurisdiction over the respondent. Contrary to the City's argument, Government Code section 65009(c)(2) itself contains no requirement that a summons be personally served with the petition. That section requires only that the action be commenced and service made on the legislative body within 60 days following the Department's findings. This was done in the instant case. In addition, the matter of *Wagner v. City of South Pasadena* (2000) 78 Cal.App.4th 943 merely stands for the proposition that the petition in a writ case must be served in the same manner as a summons, not that it must be accompanied by a summons. (See *Wagner* at p. 948-949; see also, Code Civ. Proc. § 1096.) As CFH contends, the City's remaining cases simply reiterate that Government Code section 65009 applies to this case, that proper service of process is necessary to obtain jurisdiction over a respondent, and that both filing and service must be accomplished within the relevant statute of limitations. (See *Gonzalez v. County of Tulare* (1998) 65 Cal.App.4th 777, 791 [where mandamus action, although timely filed, was not timely served pursuant to statute, dismissal was proper]; *Royalty Carpet Mills, Inc. v. City of*

Irvine (2005) 125 Cal.App.4th 1110, 1119 [same]; *Ursino v. Superior Court* (1974) 39 Cal.App.3d 611, 617 [court lacked jurisdiction due to petitioner's failure to name and serve necessary party]; *1305 Ingraham, LLC v. City of Los Angeles* (2019) 32 Cal.App.5th 1253, 1260 [action time-barred by section 65009(c)(1) because action was not filed and served within 90 days of decision].) None of these cases hold that service of a writ petition is defective where no summons is served.

The City also contends even if a summons was not required, service was defective because only an unfiled version of the Petition was served on the City. However, the City's cited authorities do not stand for the proposition that personal service of a filed Petition was required. The City cites *Wagner*, supra, and Code of Civil Procedure § 1088.5. In *Wagner*, the court held that notice service was insufficient for a writ petition and that "personal service of a writ petition is necessary for jurisdictional purposes where no motion for an alternative writ of mandate is made." (*Wagner* at p. 949.) The court made no mention of whether a *filed* petition was required. Here, the writ petition was personally served as required by *Wagner*. Moreover, Section 1088.5 provides only that "proof of service of a copy of the filed petition must be lodged with the court prior to a hearing or any action by the court." (Code Civ. Proc. § 1088.5.) Section 1088.5 does not mandate service of the filed petition in order to obtain jurisdiction over the respondent. In CFH's words, it merely requires that a petitioner demonstrate that the filed copy has been served on the respondent prior to a hearing on the writ.

The City also argues service of the Petition was defective because the Petition prays for declaratory relief and a summons must be issued if CFH seeks such relief. The cases cited by the City are distinguishable because they involved either a declaratory relief <u>cause of action</u> (see *Wagner*, supra*,* 78 Cal.App.4th at 949) or did not involve a declaratory relief claim at all (see *Renoir v. Redstar Corp.* (2004) 123 Cal.App.4th 1145, 1152.) The City cites no authority for the proposition that a mere prayer for declaratory relief creates a requirement to obtain a summons.

Moreover, "[w]here the allegations of the mandamus petition are sufficient, declaratory relief may be awarded in a mandamus action. (*California Advocates for Nursing Home Reform v. Smith* (2019) 38 Cal.App.5th 838, 904, 251 Cal.Rptr.3d 636 [a "request for declaratory relief, which is another form of relief that may be issued in a mandamus proceeding"]; *Colony Cove Properties, LLC v. City of Carson* (2010) 187 Cal.App.4th 1487, 1495, fn. 6, 114 Cal.Rptr.3d 822; *Gong v. City of Fremont* (1967) 250 Cal.App.2d 568, 574, 58 Cal.Rptr. 664; see also *Graffiti Protective Coatings, Inc. v. City of Pico Rivera* (2010) 181 Cal.App.4th 1207, 1215, 104 Cal.Rptr.3d 692 [mandamus combined with a request for declaratory relief are "appropriate means" to challenge a city's [decision]." (*Malott v. Summerland Sanitary District* (2020) 55 Cal.App.5th 1102, 1109.) Thus, CFH appears correct that declaratory relief is available as an alternative

		form of relief in a writ action without being separately pled as a cause of action for declaratory relief. Based on the foregoing, the City's motion is **DENIED**. Counsel for CFH is ordered to give notice.
4	Jahangiri v. Vahidramezani	O/C
5	Radiant Services Corp. v. BaronHR, LLC	Before the Court are four unopposed discovery motions filed by plaintiff Radiant Services Corp. ("Radiant") against defendant BaronHR, LLC. The four motions are GRANTED as set forth herein. With regard to all four motions, the Court finds that Radiant sufficiently met and conferred in an attempt to informally resolve the issues prior to filing the four motions. <u>MOTION TO COMPEL FURTHER RESPONSES TO FORM INTERROGATORIES</u> Plaintiff seeks further responses to Interrogatories Nos. 4.1, 15.1, 16.1, 17.1 and 50.1 - 50.6. Code of Civil Procedure section 2030.300, states, in part, "(a) On receipt of a response to interrogatories the propounding party may move for an order compelling a further response if the propounding party deems that any of the following apply: [¶] (1) An answer to a particular interrogatory is evasive or incomplete . . . [¶] (3) An objection to an interrogatory is without merit or too general. "Parties must state the truth, the whole truth, and nothing but the truth in answering written interrogatories." (*Scheiding v. Dinwiddie Const. Co*. (1999) 69 Cal.App.4th 64, 76; see Code Civ. Proc., § 2023.010(f) [evasive response is ground for sanctions].) Where the question is specific and explicit, an answer that supplies only a portion of the information sought is improper. It is also improper to provide "deftly worded conclusionary answers designed to evade a series of explicit questions." (*Deyo v. Kilbourne* (1978) 84 Cal.App.3d 771, 783.) Defendant objects to Interrogatory 4.1 on the grounds that its insurance information is confidential. Here, Defendant has failed to justify its objections by way of either an opposition or separate statement. (See *Coy v. Superior Court* (1962) 58 Cal.2d 210, 220-221-if a timely motion to compel has been filed, the burden is on the responding party to justify any objection or failure to fully answer the interrogatories.) Further, the facts of this case do not indicate a basis for finding the insurance information confidential. With regard to the remaining interrogatories, Defendant states that they are "not applicable." The Court disagrees.

Accordingly, the motion is GRANTED and defendant BaronHR, LLC is ordered to provide further answers to Form Interrogatories 4.1, 15.1, 16.1, 17.1 and 50.1 - 50.6 within 21 days.

Further, Radiant's request for sanctions is GRANTED, in part, and defendant BaronHR, LLC and its counsel, Eric M. Welch, to pay sanctions, jointly and severally, in the amount of $1,200 to Radiant, through its counsel of record, within 30 days. (Code Civ. Proc., § 2030.300(d).)

MOTION TO COMPEL FURTHER RESPONSES TO SPECIAL INTERROGATORIES

Plaintiff seeks further responses to Interrogatories Nos. 2-8, 11, 14, 17, and 20-22.

With regard to Interrogatory No. 2 where Plaintiff asks for the identity of who signed the contract, Defendant's response makes no sense. It states that the request "seeks documents that are not relevant." This is an interrogatory and not a document demand. Defendant also objects on the grounds that this request is "overbroad as to time and scope, harassing, burdensome and oppressive and is designed to unreasonably increase the cost of litigation." These objections wholly lack merit and are either made by mistake or made in bad faith. Defendant also objects on the grounds that the interrogatory "seeks proprietary, confidential, or private business information." These too are meritless objections.

Similarly, Defendant's refusal to respond because the information about the Defendant's contentions is "equally available" are not responsive. (Rogs 3, 4, 8) The objections on the grounds that Rog 5 "lacks both relevance and proportionality to the matters and issues in dispute" and that Rog 7 lacks a sufficient description, lack merit. As to the remaining discovery requests where the defendant has stated it is "unable to respond," these responses do not comply with the Code.

Accordingly, the motion is GRANTED and defendant BaronHR, LLC is ordered to provide further answers to Special Interrogatories 3-10 within 21 days.

Further, Radiant's request for sanctions is GRANTED, in part, and defendant BaronHR, LLC and its counsel, Eric M. Welch, to pay sanctions, jointly and severally, in the amount of $1,200 to Radiant, through its counsel of record, within 30 days. (Code Civ. Proc., § 2030.300(d).)

MOTION TO COMPEL FURTHER RESPONSES TO REQUESTS FOR PRODUCTION

Plaintiff seeks further responses to RPDs 3-10.

CCP §2031.210 states: "(a) The party to whom a demand for inspection, copying, testing, or sampling has been directed shall respond separately to each item or category of item by any of the

following: (1) A statement that the party will comply with the particular demand for inspection, copying, testing, or sampling by the date set for the inspection, copying, testing, or sampling pursuant to paragraph (2) of subdivision (c) of Section 2031.030 and any related activities. (2) A representation that the party lacks the ability to comply with the demand for inspection, copying, testing, or sampling of a particular item or category of item. (3) An objection to the particular demand for inspection, copying, testing, or sampling.

Here, Defendant has responded either that the RPDs are "not applicable" (No. 3) or that "Discovery is Continuing" (Nos. 4-10) These responses do not comply with the Code.

Accordingly, the motion is GRANTED and defendant BaronHR, LLC is ordered to provide further answers to Requests for Production 3-10 within 21 days.

Further, Radiant's request for sanctions is GRANTED, in part, and defendant BaronHR, LLC and its counsel, Eric M. Welch, to pay sanctions, jointly and severally, in the amount of $1,200 to Radiant, through its counsel of record, within 30 days. (Code Civ. Proc., § 2031.310(h).)

MOTION TO DEEM RFA NO. 31 ADMITTED

Plaintiff seeks an order deeming RFA No. 31 admitted because the defendant failed to respond. RFA No. 31 reads as follows: "Admit that, pursuant to the AGREEMENT, YOU had an obligation to provide workers' compensation insurance to Idania Flores Castillo for work injury claims made while performing services for Propounding Party."

Responses to requests for admission are due 30 days after service (plus appropriate time for method of service). (C.C.P. § 2033.250.) If a party fails to serve a timely response to Requests for Admission, the party who propounds the Requests may "move for an order that the genuineness of any documents and the truth of any matters specified in the requests be deemed admitted." (Code Civ. Proc. § 2033.280(b).) A court shall grant the order unless it finds that the party to whom the requests were directed has served responses in conformance with Code Civ. Proc. § 2033.220 before the hearing on the motion. (C.C.P. § 2033.280(c).)

Here, although the defendant did serve responses to RFAs, set one, it omitted the response to RFA No. 31. (Exh. C) To date, Defendant has not provided a response to RFA No. 31. (Blake Decl. at ¶10)

Accordingly, the motion is GRANTED and RFA No. 31 is DEEMED ADMITTED.

Further, Radiant's request for sanctions is GRANTED, in part, and defendant BaronHR, LLC and its counsel, Eric M. Welch, to pay

		sanctions, jointly and severally, in the amount of $1,200 to Radiant, through its counsel of record, within 30 days. (Code Civ. Proc., § 2033.280(c).) Counsel for Plaintiff is ordered to give notice of this ruling.
6	Razo v. Andersson	The Court STAYS proceedings in this matter pending the appeal of the Court's December 11, 2023 (Judgment), December 11, 2023 (Order); February 1, 2024 (Order). Code of Civil Procedure section 916 states, "(a) Except as provided in Sections 917.1 to 917.9, inclusive, and in Section 116.810, the perfecting of an appeal stays proceedings in the trial court upon the judgment or order appealed from or upon the matters embraced therein or affected thereby, including enforcement of the judgment or order, but the trial court may proceed upon any other matter embraced in the action and not affected by the judgment or order. (b) When there is a stay of proceedings other than the enforcement of the judgment, the trial court shall have jurisdiction of proceedings related to the enforcement of the judgment as well as any other matter embraced in the action and not affected by the judgment or order appealed from." Here, the pending appeal embraces matters directly related to the merits of the present case, specifically the Cross-Complaint's second cause of action for declaratory relief, which seeks a declaration*, inter alia*, "whether DIG is permitted to assert claims against Cross-Complainant based on the Agreement." Therefore, this matter is stayed pending the appeal in this matter. The Court hereby sets a Status Conference re: Status of Appeal for November 15, 2024, at 9:30 a.m.
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