Tentative Rulings for July 14, 2026
Department PS1

To request oral argument, you must notify Judicial Secretary Carol Delfosse-Kidd at (760) 904-5722 and inform all other counsel no later than 4:30 p.m.

This court follows California Rules of Court, Rule 3.1308 (a) (1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law & motion matter are posted on the Internet by 3:00 p.m. on the court day immediately before the hearing at Riverside Superior Court-Tentative Rulings.. If you do not have Internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department PS1 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear remotely, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING**.

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1.

CASE #	CASE NAME	HEARING NAME
CVPS2400165	LEAUPEPE VS GOLDENVOICE, LLC, A LIMITED LIABILITY COMPANY	MOTION TO COMPEL SECOND SESSION OF THE DEPOSITION OF TRAVIS STRAWBRIDGE, PERSON MOST KNOWLEDGEABLE FOR DEFENDANT STAFF PRO, INC, DOCUMENT PRODUCTION, AND REQUEST FOR SANCTIONS BY JESSE T. LEAUPEPE

Tentative Ruling: Plaintiff moves the Court for an order compelling Defendant Safe Pro to produce its PMK for a second deposition to answer questions he improperly refused to answer at the instruction of counsel. Plaintiff's motion is based on Code of Civil Procedure section 2025.480, subdivision (a), which provides that "If a deponent fails to answer question or to produce any document … under the deponent's control that is specified in the deposition notice or a deposition subpoena, the party seeking discovery may move the court for an order compelling that answer or production." (Code Civ. Proc., §2025.480(a).) "If a deponent fails to answer any question or to produce any document … that is specified in the deposition notice …, the party seeking that answer or production may [1] adjourn the deposition or [2] complete the examination on the matter without waving the right at a later time to move for an order compelling that answer or production under Section 2025.480." (Code Civ. Proc., §2025.460(e).) The motion must be made no later than 60 days after the completion of the record of the deposition. (Code Civ. Proc., §2025.480(b).) Here, Plaintiff completed the examination and has brought the instant motion within 60 days after the deposition.

Plaintiff contends that Strawbridge improperly refused to answer deposition questions which were within the scope of the noticed PMK categories. Plaintiff contends Staff Pro failed to produce certain documents requested in the deposition notice, which Plaintiff describes as (1) Goldenvoice staffing change orders and job order updates and (2) post orders that provide written instruction to security personnel regarding their duties and protocols. As Staff Pro correctly points out in its opposition, Plaintiff's motion was filed without a Separate Statement setting forth the questions and corresponding responses in dispute. (Cal. Rules of Court, rule 3.1345(a)&(c).) Nevertheless, in support of the motion, Plaintiff produced the excerpts from the PMK's deposition transcript, in which the at-issue questions and the corresponding responses were highlighted and readily available. (Smith Decl., ¶ 5, Ex. D.) For that reason, the Court exercises its discretion to proceed to rule on the merits of the motion. (*See Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, fn. 14 ["the court rule requiring a separate statement on a motion to compel … does not limit a trial court's discretion to compel further answers notwithstanding the absence of a separate statement"].)

To each of the questions, Safe Pro's counsel, upon asserting objections, explicitly instructed Strawbridge not to answer. Irrespective of whether the objections raised by Plaintiff's counsel were justified, the deponent must still answer, and counsel's coaching of the deponent not to answer question should not be allowed. "A party is entitled to take the testimony of his opponent before trial for the purpose of discovery." (*Meyer v. Cooper* (1965) 233 Cal.App.2d 750, 753.) The deposition questions may relate to "any matter, <u>not privileged</u>, that is relevant to the subject matter … if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence." (Code Civ. Proc., § 2017.010, emphasis added; *See Kalaba v. Gray* (2002) 95 Cal.App.4th 1416, 1423 1015 ["deposition questions are intended to elicit information reasonably calculated to lead to discovery of admissible evidence"].) Secondary authority suggests that "[a]n attorney may instruct a client not to answer only when necessary to preserve a privilege or to present a motion to limit the deposition on grounds of bad faith, oppression; otherwise objections on any other grounds should be noted on the record, but the examination still proceeds subject to any objection." (Thomas, Cal. Civ. Ctrm. Hbook. & Desktop Ref. (2022 ed.) Discovery, § 21:77.) Therefore, the deponent is only permitted to refuse to answer a deposition question upon asserting an objection based on the attorney-client privilege, which was not the case here. (*See Stewart v. Colonial Western Agency, Inc.* (2001) 87 Cal.App.4th 1006, 1014-1015, citing former Code Civ. Proc., § 2025(m) [held "deponents not … prevented by counsel from answering a question unless it pertains to privileged matters or deposing counsel's conduct has reached a stage where suspension is warranted"].) Safe Pro argues that Strawbridge has sufficiently addressed the unanswered questions in a declaration. A declaration, however, does not cure the improper refusal to answer during deposition as Plaintiff was foreclosed from asking follow-up questions related to the same matters.

The motion is moot as to the requested production of documents. As Plaintiff concedes, the post orders were already produced by Safe Pro, which were forwarded to Plaintiff's counsel. Plaintiff may ask questions as to the post orders at the resumption of deposition, however, Safe Pro's obligation to produce the document has been satisfied. As to the change orders, Plaintiff presents no evidence to show Strawbridge testified as to their existence. Although Plaintiff refers to the location of the deposition transcript where the testimony can be found, the excerpts provided by Plaintiff did not include those pages. Rather, the portion of the transcript presented by Safe Pro shows that Strawbridge testified having no knowledge of any change orders from Goldenvoice, which confirms the documents' nonexistence.

The court "shall" impose a monetary sanction against the losing party unless it finds the losing party "acted with substantial justification" or other circumstances make imposition of the sanction "unjust." (Code Civ. Proc., §§2025.450(g)(1), 2025.480(j).)

Motion to Compel Second Session of the Deposition of Travis Strawbridge, Person Most Knowledgeable for Defendant Staff Pro, Inc, and Document Production GRANTED in PART.

Staff Pro, Inc. to produce Travis Strawbridge for a second deposition to answer the twenty questions he was instructed not to answer, as well as questions related to the post orders.

Motion to Compel Document Production is MOOT.

Sanctions awarded in the amount of $2400 (6 hours at $400/hr).

Trial Setting Conference confirmed for 10.15.26.

2.

CASE #	CASE NAME	HEARING NAME
CVPS2408023	GOMEZ VS FORD MOTOR COMPANY, A DELAWARE CORPORATION	MOTION FOR SUMMARY ADJUDICATION ON COMPLAINT OF ERNESTO GOMEZ BY FORD MOTOR COMPANY, FIESTA FORD, INC.

Tentative Ruling:

Timeliness:

Code of Civil Procedure section 437c requires that notice of a motion for summary judgment and supporting papers be served on all other parties to the action at least 81 days before the hearing, with an additional five days for service by mail and two court days for service by fax, express mail, or another method of delivery providing for overnight delivery. (C.C.P., § 437c(a)(2).) Electronic service also requires an additional two court days. (C.C.P., § 1010.6(a)(3)(A)-(B).) The 81-day notice period is mandatory.

Defendant served notice on Plaintiffs on April 23, 2026, by email, which was 82 days before the July 14, 2026 hearing date. However, as service was electronic, the required notice is 81 days plus 2 court days. Therefore notice is insufficient as it had to be served by April 22, 2026.

The Court of Appeal in *Carlton v. Quint* (2000) 77 Cal.App.4th 690 held that although plaintiff raised the issue of inadequate notice of a motion for summary judgment that it was not timely served in his opposition and at the summary judgment hearing, plaintiff had filed an opposition to the motion for summary judgment, appeared and argued at the summary judgment hearing, and at no time requested a continuance of the summary judgment hearing or contend he was prejudiced by inadequate notice. (*Carlton*, *supra*, 77 Cal.App.4th at p. 696.) "It is well settled that the appearance of a party at the hearing of a motion and his or her opposition to the motion on its merits is a waiver of any defects or irregularities in the notice of motion. [Citations.]" (*Id.* at 697.) Under those facts, the Court concluded that plaintiff had waived any claim of inadequate service.

Here, the circumstances involve the same statutory violation, and an opposition addressing only the merits of the motion. Indeed, Plaintiffs do not raise the insufficiency of notice in their opposition at all. Since Plaintiffs filed an opposition addressing the merits of the motion, did not request a continuance on this basis, or assert that it is prejudiced by inadequate notice or service, any claim of inadequate service of notice of motion appears has been waived.

Standard:

The function of a motion for summary judgment or adjudication is to allow a determination as to whether an opposing party cannot show evidentiary support for a pleading or claim and to enable an order of summary dismissal without the need for trial. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.) Code of Civil Procedure section 437 subdivision (c) "requires the trial judge to grant summary judgment if all the evidence submitted, and 'all inferences reasonably deducible from the evidence' and uncontradicted by other inferences or evidence, show that there is no triable issue as to any material fact and that the moving party is entitled to judgment as a matter of law." (*Adler v. Manor Healthcare Corp.* (1992) 7 Cal.App.4th 1110, 1119.) "The function of the pleadings in a motion for summary judgment is to delimit the scope of the issues; the function of the affidavits or declarations is to disclose whether there is any triable issue of fact within the issues delimited by the pleadings." (*Juge v. County of Sacramento* (1993)

12 Cal.App.4th 59, 67, citing *FPI Development, Inc. v. Nakashima* (1991) 231 Cal.App.3d 367, 381-382.)

As to each cause of action, as framed by the complaint, the defendant moving for summary judgment or summary adjudication must satisfy the initial burden of proof by presenting facts to show "that one or more elements of the cause of action ... cannot be established, or that there is a complete defense to the cause of action." (Code Civ. Proc., § 437c(p)(2); see also *Scalf v. D. B. Log Homes, Inc.* (2005) 128 Cal.App.4th 1510, 1520.) Courts "liberally construe the evidence in support of the party opposing summary judgment and resolve doubts concerning the evidence in favor of that party." (*Dore v. Arnold Worldwide, Inc.* (2006) 39 Cal.4th 384, 389.)

"Once the defendant has met that burden, the burden shifts to the plaintiff to show that a triable issue of one or more material facts exists as to that cause of action or a defense thereto." (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 162.) To establish a triable issue of material fact, the party opposing the motion must produce substantial responsive evidence. (*Id.* at 163.)

<u>2nd Cause of Action Fraudulent Concealment</u>:

The elements of a cause of action for fraud based on concealment are: (1) The defendant must have concealed or suppressed a material fact; (2) the defendant must have been under a duty to disclose the fact to the plaintiff; (3) the defendant must have intentionally concealed or suppressed the fact with the intent to defraud the plaintiff; (4) the plaintiff must have been unaware of the fact and would not have acted as he did if he had known of the concealed or suppressed fact; and (5) as a result of the concealment or suppression of the fact, the plaintiff must have sustained damage. (*Kaldenbach v. Mutual of Omaha Life Ins. Co.* (2009) 178 Cal.App.4th 830, 850, internal quotation marks omitted.)

In seeking summary adjudication of this cause of action, Ford argues it had no duty to disclose; Plaintiffs cannot establish that Ford had knowledge of any defect at the time of sale; and the economic loss rule bars recovery.

<u>Duty to Disclose</u>:

To maintain a cause of action for fraud through nondisclosure or concealment of facts, there must be allegations demonstrating that the defendant was under a legal duty to disclose those facts. (*Los Angeles Memorial Coliseum Commission v. Insomniac, Inc.* (2015) 233 Cal.App.4th 803, 831.) There are four circumstances giving rise to a duty to disclose: (1) when the defendant is in a fiduciary relationship with the plaintiff; (2) when the defendant has exclusive knowledge of material facts not known to plaintiff; (3) when defendant actively conceals a material fact from the plaintiff; and (4) when the defendant makes partial representations but also suppresses some material facts. (*LiMandri v. Judkins* (1997) 52 Cal.App.4th 326, 336, internal quotations omitted.)

"A duty to disclose supporting fraud liability for…concealment may arise from the relationship between seller and buyer, employer and prospective employee, doctor and patient, or parties entering into any kind of contractual agreement." (*Los Angeles Memorial Coliseum Commission, supra*, 233 Cal.App.4th at 831.) A relationship between the parties is present if there is "some sort of transaction between the parties," i.e., between a seller and buyer, employer and prospective employee, doctor and patient, and parties to a contract. (*Id.*; *Bigler-Engler v. Breg, Inc.* (2017) 7 Cal.App.5th 276, 311-312 [absent a fiduciary duty, there must be evidence of some transaction, i.e., direct dealings between the plaintiff and the defendant].)

The issue of whether a duty exists has since been resolved against Ford by the California Supreme Court's decision in *Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1, where the Court held that "a plaintiff may assert a cause of action for fraudulent concealment based on conduct occurring in the course of a contractual relationship, if the elements of the claim can be established independently of the parties' contractual rights and obligations and the tortious conduct exposes the plaintiff to a risk of harm beyond the reasonable contemplation of the parties when they entered into the contract." (*Rattagan*, 17 Cal.5th 1, 45.)

In the complaint, Plaintiff alleges that they entered into a warranty agreement with Ford regarding the vehicle. (Complaint at ¶ 10.) In *Dhital v. Nissan North American, Inc*. (2022) 84 Cal.App.5th 828, the court determined these exact allegations were sufficient for pleading purposes to support a transactional relationship. Plaintiff also presents evidence of the contractual agreement between her and Ford. (Plaintiff's Decl. at ¶ 3.) Ford produced evidence that Plaintiffs purchased the vehicle from Palm Springs Motors [Ford's Separate Statement of Undisputed Material Facts ("UMF") No. 1], which is not a party to this. Ford states Fiesta is a "wholly separate entity" but the only supporting evidence is objectionable. Ford did not produce any evidence that Fiesta is not its agent nor did it produce any evidence showing it did not have a contractual (warranty) agreement with Plaintiffs. Accordingly, Ford failed to meet its initial burden as to this issue.

<u>Prior Knowledge of Defects</u>:

Ford argues that Plaintiffs cannot prove Ford intentionally concealed or suppressed any material fact related to the alleged transmission defect. The issue in a lemon law case is when the defendant knew of the defect. As one court has explained, the distinction between a fraud claim and Song-Beverly claim, is the fraud claim depends on evidence prior to the purchase, whereas the Song-Beverly claim depends on evidence during the warranty period. (*Santana v. FCA US, LLC* (2020) 56 Cal.App.5th 334, 345.)

"[A] moving defendant may rely on factually devoid discovery responses to shift the burden of proof pursuant to section 437c, subdivision (o)(2) [now subdivision (p)(2)]. Once the burden shifts as a result of the factually devoid discovery responses, the plaintiff must set forth the specific facts which prove the existence of a triable issue of material fact." (*Union Bank v. Superior Court* (1995) 31 Cal.App.4th 573, 590.) The moving party's burden is to demonstrate a negative – that there is no evidence to support an element of the opponent's case. (*Rio Linda Unified School Dist. v. Superior Court* (1997) 52 Cal.App.4th 732, 739.) "The defendant must show that the plaintiff does not possess needed evidence, because otherwise the plaintiff might be able to establish the elements of the cause of action; the defendant must also show that the plaintiff *cannot reasonably obtain* needed evidence." (*Aguilar*, *supra*, 25 Cal.4th at 854 [italics in original].) While the defendant "need not conclusively negate an element of the plaintiff's cause of action" [*Collin v. CalPortland Co.* (2014) 228 Cal.App.4th 582, 587], <u>it is not enough for the defendant to show that the plaintiff does not possess evidence supporting the element; the defendant must also show that the plaintiff "cannot reasonably obtain needed evidence</u>." (*Collin*, 228 Cal.App.4th 582, 587 [emphasis added].)

Ford argues that Plaintiff cannot produce admissible evidence that, prior to their purchase of the subject vehicle, Ford was aware of defects it was unwilling or unable to fix, pointing to Plaintiffs' discovery responses, which it contends are devoid of facts. (UMFs Nos. 6-9.) However, Ford has not conclusively shown that Plaintiffs cannot reasonably obtain evidence that Ford was aware of transmission defects in Plaintiffs vehicle.

Additionally, even if Ford did meet its initial burden, Plaintiffs contends that the duty to disclose is based on Ford's knowledge of the alleged Transmission Defect as evidenced by the technical service bulletins ("TSB"). Ford asserts information regarding the Transmission Defect, including consumer complaints and TSBs was publicly available on the National Highway Traffic Safety Administration ("NHTSA") prior to Plaintiff's purchase of the Subject Vehicle. However, it has been held that to establish exclusive knowledge, a plaintiff need only show that the manufacture knew more about the defect and that consumers may rely solely on manufacture advertising without conducting any additional research. (See *Falk v. GMC* (2007) 496 F. Supp. 2d 1088, 1097.)

This evidence is sufficient to create a triable issue of material fact as to whether Ford knew, prior to the sale of the Vehicle, of defects in its transmission.

<u>Economic Loss Rule</u>:

Ford also argues that Plaintiffs concealment cause of action is barred by the economic loss rule. The economic loss rule bars "a plaintiff's tort recovery of economic damages unless such damages are accompanied by some form of physical harm (i.e. personal injury or property damage.)" (*North American Chemical Co. v. Superior Court* (1997) 59 Cal.App.4th 764, 777.) Under the economic loss rule, "where a purchaser's expectations in a sale are frustrated because the product he bought is not working properly, his remedy is said to be in contract alone, for he has suffered only economic losses. (*Robinson Helicopter Co., Inc. v. Dana Corp.* (2004) 34 Cal.4th 979, 988.) Quite simply, the economic loss rule prevents the law of contract and the law of tort from dissolving one into the other. (*Food Safety Net Services v. Eco Safe Systems USA, Inc.* (2012) 209 Cal.App.4th 1118, 1130, citing *Robinson Helicopter, supra,* 34 Cal.4th at p. 988.) "[E]conomic loss consists of damages for inadequate value, costs of repair and replacement of the defective product or consequent loss of profits—without any claim of personal injury or damages to other property." (*Food Safety Net Services, supra*, 209 Cal.App.4th at 1130, fn. 4, citing *Robinson Helicopter, supra*, 34 Cal.4th at p. 988.)

The court in *Robinson Helicopter* specifically refused to address the issue of whether the economic loss rule applies to fraudulent concealment. In *Dhital*, the appellate court expressly found that the economic loss rule did not apply to the plaintiffs' fraudulent inducement by concealment claim in the lemon law context:

> To hold, at the demurrer stage, that plaintiffs' fraud claim is barred by the economic loss rule, we would need to conclude, as Nissan urges us to do, that (1) despite the Supreme Court's statement in *Robinson*, there is no exception to the economic loss rule for fraudulent inducement claims (or at least no exception that encompasses the claim plaintiffs allege in the SAC), or (2) plaintiffs have not adequately pleaded a claim for fraudulent inducement under California law …. We reject both arguments and conclude the economic loss rule does not bar plaintiffs' claim.

(84 Cal.App.5th at 839.) The court further stated:

> *Robinson* left undecided whether concealment-based claims are barred by the economic loss rule. What follows from its analysis, however, is that concealment-based claims for fraudulent inducement are not barred by the economic loss rule. The reasoning in *Robinson* affirmatively places fraudulent inducement by concealment outside the coverage of the economic loss rule. We now hold that the economic loss rule does not cover such claims. First, as discussed, *Robinson*

> identified fraudulent inducement as an existing exception to the economic loss rule, before it proceeded to analyze the particular claims at issue in that case relating to fraud during the performance of a contract. [Citation.] For fraudulent inducement and the other existing exceptions listed in *Robinson*, " 'the duty that gives rise to tort liability is either completely independent of the contract or arises from conduct which is both intentional and intended to harm.' " [Citation.]
>
> In our view, that independence is present in the case of fraudulent inducement (whether it is achieved by intentional concealment or by intentional affirmative misrepresentations), 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.

(*Id*. at 840-41.) Review of *Dhital, supra,* was granted pending consideration and disposition of a related issue in *Rattagan v. Uber Technologies*, S272113, i.e. as it relates to the economic loss rule. (*Dhital v. Nissan North America* (2023) 523 P.3d 392.) The Supreme Court recently issued its decision in *Rattagan*, *supra,* 553 P.3d 1213 on August 22, 2024. The court held in *Rattagan* that "the economic loss rule does not apply to limit recovery for intentional tort claims like fraud. The doctrine only applies to bar tort recovery for negligently inflicted economic losses unaccompanied by physical or property damage…" (*Rattagan*, 553 P.3d at 1236.) However, the court in *Rattagan* limited its holding to fraudulent concealment claims based on conduct occurring during the contractual relationship, and declined to address fraudulent inducement by concealment claims. It noted:

> "Rattagan's tort claims are, of course, based on alleged conduct committed during the contractual relationship but purportedly outside the parties' chosen rights and obligations. This court has granted review in two other cases – *Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828, 300 Cal.Rptr.3d 715, review granted Feb. 2023, S277568 and *Kia America v. Superior Court* (Feb. 3, 2022, D079858)[nonpub. Opn.], review granted April 20, 2022, S273170 – both of which involve claims of fraudulent inducement by concealment claims as well as the potential interplay with remedies available under the Song-Beverly Consumer Warranty Act (Civ. Code § 1791 et. seq.). We do not address these issues here." (*Rattagan, supra,* 553 P.3d at 463, fn. 12.)

Thus, the Supreme Court did not consider whether the economic loss rule applies in the context of lemon law claims. Following the decision in *Rattagan*, the Supreme Court dismissed its review of the *Dhital* decision, making it good law. Based on *Dhital*, the economic loss rule does not bar Plaintiffs' fraudulent concealment cause of action.

<u>3rd Cause of Action Negligent Repair</u>:

The 3rd cause of action for Negligent Repair is based on a negligence theory, which requires the same elements of a negligence cause of action - the existence of a legal duty of care, a breach of that duty, and proximate causation resulting in injury. (*McIntyre v. The Colonies-Pacific, LLC* (2014) 228 Cal.App.4th 664, 671.) A negligence claim must be based on a duty owed by the defendant to the plaintiff. Absent such a duty, there is no liability, no matter how easily the injury might have been prevented. (*J.L. v. Children's Institute, Inc.* (2009) 177 Cal.App.4th 388, 396; *Bily v. Arthur Young & Co.* (1992) 3 Cal.4th 370, 397 [threshold element is existence of duty to use due care toward another].)

First, Fiesta argues the economic loss rule bars this claim. As discussed above, it generally bars tort recovery for purely economic losses arising from contractual relationships. However, the rule does not categorically bar negligent-service claims against service providers. *North American Chemical Co. v. Superior Court* (1997) 59 Cal. App. 4th 764, 774, holds that a service provider undertaking to render services owes an independent tort duty to perform those services competently, even where the services are also the subject of a contract. This duty arises from the nature of the service relationship, not the contract. Fiesta Ford is a service provider, not a product manufacturer. It undertook to diagnose and repair Plaintiffs' vehicle. Plaintiffs' negligent repair claim arises from Fiesta's alleged failure to perform those repair services with reasonable care. This is a classic negligent-service claim, not a product defect claim disguised as tort. The economic loss rule does not bar it since the rule does not bar negligent-service claims against repair facilities. Defendants have not met their initial burden to affirmatively establish the absence of negligence, breach, or causation.

Even if the burden shifted, Plaintiffs have produced evidence, through repair records documenting symptom recurrence and worsening, and through their verified discovery response alleging failure to repair in accordance with industry standards, creating triable issues on each element of negligent repair.

Plaintiff's Evidentiary Objections #1 and #6 SUSTAINED.

Plaintiff's Evidentiary Objections #2-5 OVERRULED.

Defendant's Evidentiary Objections #1-14 SUSTAINED.

Motion for Summary Adjudication as to the 2nd and 3rd Causes of Action OVERRULED.

Defendant's Motion to Seal confirmed for 7.27.26.