

**SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

**Department 13
Honorable Daniel T. Nishigaya**

J. Long, Courtroom Clerk
191 North First Street, San Jose, CA 95113
Telephone: 408-882-2240

DATE: July 16, 2025 TIME: 9:00 A.M.

**TO CONTEST A TENTATIVE RULING, YOU MUST CALL (408) 808-6856
BEFORE 4:00 P.M. ON THE DAY PRIOR TO THE HEARING.**

You must also inform all other sides to the issue before 4:00 P.M. the day prior to the hearing that you plan to contest the ruling. The Court will not hear argument, and the tentative ruling will be adopted if these notifications are not made. (Cal. Rule of Court 3.1308(a)(1); Civil Local Rule 8.E.)

IN-PERSON APPEARANCES: Department 13 is a fully open courtroom conducting in-person hearings on the days it has scheduled matters. The Court **strongly** encourages **in-person** appearances for any **contested** law-and-motion matter.

REMOTE APPEARANCES: Remote appearance is governed by Civil Local Rule 5 and General Local Rule 9. The Court uses **Microsoft Teams**. Please click on this link if you need to appear remotely, and then scroll down to click the link for Department 13:

https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml.

The Court **strongly** encourages in-person appearance, but if appearing remotely, **VIDEO IS REQUIRED**. Audio only appearances are not allowed absent exceptional circumstances. (Civil Local Rule 5.B.)

TELEPHONIC APPEARANCE IS PROHIBITED, unless the Court grants an exception. (Civil Local Rule 5.A.) CourtCall is no longer available.

RECORDING IS PROHIBITED: State and local court rules prohibit recording court proceedings without a court order. This prohibition applies to both in-person and remote appearances.

COURT REPORTERS ARE NOT PROVIDED: If any party wishes to have a court reporter, the appropriate forms and process can be found here:

https://www.scsccourt.org/general_info/court_reporters.shtml.

SCHEDULING MOTION HEARINGS: Go to <https://reservations.scsccourt.org> or call 408-882-2430 between 8:30 a.m. and 12:30 p.m. (Mon.-Fri.) to reserve a hearing date for your motion *before* you file and serve it. You must then file your motion papers no more than five court days after reserving the hearing date, or else the date will be released to other cases.

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LINE #	CASE #	CASE TITLE	RULING
LINE 1	25CV460124	In Re: Servicenow, Inc	<p>Motion: Quash Non-Party Subpoena</p> <p>The unopposed motion to quash is GRANTED. On the record before this Court, the subpoena is overbroad, seeks information not reasonably calculated to lead to the discovery of admissible evidence, and implicates rights to privacy without justification.</p> <p>Moving party to prepare the final order within 10 days of the date of the hearing.</p>
LINE 2	24CV448687	ISJ General Trading, LLC vs Capital Asset Exchange and Trading, LLC	<p>Motion to Retain Attorney's Eyes-Only Designation of Discovery Responses</p> <p>Ctrl Click (or scroll down) on Line 2 for tentative ruling.</p>

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LINE #	CASE #	CASE TITLE	RULING
LINE 3	24CV454713	Mohammad Valikhani vs FCA US LLC	Hearing: Motion to Compel Plaintiff's Motions to Overrule Preamble and to Compel Further Responses to Special Interrogatories, Set 1 (7/16/25); Form Interrogatories, Set 1 (7/18/25); and Requests for Production, Set 1 (7/30/25) will all be heard on July 30, 2025 at 9:00 a.m. in Department 13. The parties are ordered to meet and confer and to file a joint separate statement resolving and/or narrowing the issues in dispute on all three motions by July 23, 2025.
LINE 4	25CV460719	WOODFIELD COMPANIES, LLC, vs D. H.	Petition for Approval of Transfer of Structured Settlement Payment Rights The unopposed petition is GRANTED. Petitioner to submit the final order within 10 days of the date of the hearing.
LINE 5	2009-1-CV-149951	C. Hui, Et Al Vs Q. Zhang, Et Al	Motion: Enforce Settlement Ctrl Click (or scroll down) on Line 5 for tentative ruling.
LINE 6	2009-1-CV-149951	C. Hui, Et Al Vs Q. Zhang, Et Al	Motion for Attorney's Fees Ctrl Click (or scroll down) on Line 5 for tentative ruling.

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Calendar Line 2

Case Name: *ISJ General Trading, LLC vs Capital Asset Exchange and Trading, LLC*

Case Number: 24CV448687

Defendant/Cross-Complainant (CAET) moves pursuant to the parties' Stipulated Protective Order to retain the Attorneys' Eyes Only (AEO) designation of portions of certain discovery responses, which designation has been challenged by Plaintiff/Cross-Defendant (ISJ).

CAET designated the discovery responses at issue AEO because they disclosed the identity of and contact information for its suppliers, as well as the fact that those suppliers dealt in the specified equipment and paid specified prices for it. CAET argues that disclosure of this information could allow Plaintiff "to use this non-public information, developed at great time and expense by CAET, in order to purchase the equipment directly from the specific suppliers, thus improperly cutting CAET out of the transaction entirely. In addition, Plaintiff could use CAET's non-public identifying information to go directly to the suppliers for future purchases and/or sales, or broker deals with third parties for equipment by using this information."

ISJ responds that Plaintiff has a right to participate in depositions taken in the case as well as attend trial. ISJ also argues that the defense cannot shield third-party witnesses from the Plaintiff while simultaneously using these third-party witnesses to support its loss of profits, and at trial, the suppliers would have to testify and Plaintiff would have a right to participate in the trial. ISJ also takes issue with CAET's alleged need to protect the information.

Ultimately, the Court agrees with CAET. First, the Court finds CAET has sufficiently articulated good cause why the information should be for attorneys' eyes only. Second, the information is not being "shielded" per se. The information is still disclosed to counsel, who can use it to obtain any additional appropriate information needed to prepare Plaintiff's case. As CAET explains, "Plaintiff's counsel is fully equipped to execute any litigation activities related to the suppliers, and will not require Plaintiff's involvement or input in this regard. Indeed, Plaintiff's counsel can easily conduct an inquiry with the suppliers as to their agreement to supply the equipment at issue to CAET for a certain price (i.e., CAET's claim for lost profits). Plaintiff's involvement is simply unnecessary in this regard." (Reply, at p. 2.)

ISJ's argument to the contrary, that Plaintiff itself must know the information, amounts to mere generalizations. ISJ concedes that the legal issues in the case seem straightforward, but asserts that "[u]nderstanding the negotiations surrounding the semiconductor equipment between the Defendant and its supplier(s) is very complex. Plaintiff's counsel needs the Plaintiff's help to defend against the Cross-Complaint, which would include preparing for depositions and trial." However, these conclusory statements are not supported.

At this stage of the proceedings, the Court finds that Plaintiff has failed to show that its prosecution of this case will be impaired by application of the "attorney's eyes only" designation pursuant to the protective order.

The motion is GRANTED. CAET to prepare the final order within 10 days of the date of the hearing.

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Calendar Line 5

Case Name: C. Hui, et al Vs Q. Zhang, et al

Case Number: 2009-1-CV-149951

Plaintiffs bring a motion for Enforcement of Settlement Agreement and an accompanying Motion for Attorneys' Fees.¹

This case has a long and tortured history since the underlying litigation resolved by way of a settlement agreement in 2015. Plaintiffs first initiated a motion to enforce that settlement agreement in 2017. That Motion to Enforce, depending upon one's perspective, was litigated for 5 years until the execution of a Mediation Stipulation in 2021, or is still before the Court today. Under either perspective, there is now a representation and evidence that Defendant has performed all of the obligations required of her under the 2015 Settlement Agreement and the 2021 Mediation Stipulation, except perhaps indemnification for Plaintiffs' attorneys' fees necessitated by Defendant's alleged breaches of contract. Indeed, Plaintiffs advise the Court that "[t]he Motion to Enforce is reduced to a request for an order enforcing LIANG'S indemnity obligations; but, the motion for fees remains in tact [sic], with a slight increase in the amount sought due to preparation of reply papers." (Reply, at p. 1.)

Defendant's response to Plaintiffs' request for enforcement and attorneys' fees is straightforward. She says, "As Ms. LIANG has fully performed her obligations under the settlement agreement, there is no basis for finding that Ms. LIANG has breached the settlement agreement and that Plaintiffs are the prevailing parties entitled to attorney's fees." (Opposition, at p. 5.) By "settlement agreement," Defendant is referring to the 2021 "Stipulation," also referred to by Plaintiffs as the "Mediation Stipulation."

This Court finds any argument by Plaintiffs that Defendant breached the 2021 Mediation Stipulation unpersuasive. Under the totality of the evidence before the Court regarding the circumstances and Defendant's efforts to meet the obligations of Mediation Stipulation in a timely way, the Court agrees that the County was ultimately responsible for the delays, and as soon as the County abandoned its requirement of a Compliance Agreement, Defendant finished curing the violations she was obligated to cure in accordance with the Mediation Stipulation. In fact, obtaining the Compliance Agreement and satisfying the County by way of that agreement to issue permits was, and was always contemplated as, necessary to "allow LIANG ... to perform[.]" (2021 Mediation Stipulation, at p. 5, ¶ 7.)

Accordingly, to the extent the motion currently before the Court relates to enforcement of the 2021 Mediation Stipulation, the Court finds no breach and thus no need for enforcement

¹ The Court rules on Plaintiffs' evidentiary objections as follows: 1) 1.1 PAROL EVIDENCE RULE – Overruled; 1.2 IRRELEVANT – Overruled; 1.3 CONCLUSORY – Overruled; Unnumbered Objection – UNQUALIFIED EXPERT – Overruled; 2) 2.1 IRRELEVANT – Overruled; 2.2 SPECULATION – Sustained; 3) 3.1 HEARSAY – Sustained; 3.2 IRRELEVANT – Overruled; 4) 4.1 HEARSAY – Overruled; 4.2 IRRELEVANT – Overruled; 4.3 VAGUE – Overruled; 4.4 LACK OF PERSONAL KNOWLEDGE/FOUNDATION – Sustained; 5) 5.1 VAGUE – Overruled; 5.2 IRRELEVANT – Overruled; 6) 6.1 IRRELEVANT – Overruled; 7) 7.1 IRRELEVANT – Overruled; 7.2 CONCLUSORY – Sustained; 7.3 LACK OF PERSONAL KNOWLEDGE/FOUNDATION – Sustained.

orders, no application of the indemnity provisions of the Mediation Stipulation, and no entitlement of Plaintiffs to attorneys' fees as the prevailing party on a motion related solely to enforcement of the Mediation Stipulation.

Plaintiffs, however, argue this does not end the inquiry. Although Plaintiffs seek indemnity only for fees incurred subsequent to the Mediation Stipulation,² Plaintiffs argue Defendant's current indemnity obligations stem from the original 2015 Settlement Agreement and what Plaintiffs describe as Defendant's "admitted breaches." To embrace Plaintiffs' position, the Court would have to accept that the parties are still litigating Plaintiffs' 2017 Motion to Enforce Settlement Agreement. The argument is, in essence, that the 2021 Mediation Stipulation was merely a steppingstone; it did not resolve the original Motion to Enforce but was merely part of an ongoing and piecemeal litigation of that motion that is *still* pending. This is also to say, the Mediation Stipulation did not create a "new" settlement agreement but merely created guidelines for Defendant's continued performance toward compliance with the original agreement.

At the outset, the Court finds Plaintiffs' position curious. At least four times Plaintiffs' counsel represented to the Court that the 2021 "mediation resulted in a settlement *resolving* the MOTION TO ENFORCE." (See Declarations of Thomas M. Boehm in Support of Requests for Additional Time to Complete Settlement dated 6/1/2022, 5/1/2023, 4/26/2024, and 5/15/2024, emphasis added.) Counsel went on to request that the 2017 Motion to Enforce not be dismissed. However, this request was for convenience should the parties need to litigate enforcement of the *Mediation Stipulation*, which Plaintiff's counsel referred to as the "Mediation Settlement." (*Id.*)³ The request was to "use the pending Motion to Enforce" should there be need for a motion to enforce the 2021 Mediation Stipulation, not to continue an unresolved motion to enforce.⁴

The Court recognizes that the 2021 Mediation Stipulation states that "the Court's jurisdiction to determine the [2017] Motion to Enforce and/or this STIPULATION will continue until further order of the Court." (2021 Mediation Stipulation, at p. 4, ¶ 5.) But the Court does not read this provision as somehow keeping the 2017 Motion to Enforce pending in perpetuity. To the extent the Court retained jurisdiction to "determine" the 2017 Motion to Enforce or to make further orders regarding it, the Court now finds, orders, and declares that the 2017 Motion to Enforce was resolved by way of the 2021 Mediation Stipulation. This Mediation Stipulation, referred to variously by the parties as the Mediation Settlement or Settlement Agreement, contained its own performance, enforcement, indemnity, and prevailing party and attorneys' fees provisions. The Mediation Stipulation also recognized the Court's

² Plaintiffs' Memorandum of Points and Authorities in Support of Motion to Enforce Settlement Agreement, at p. 12.

³ "If the pending MOTION TO ENFORCE is dismissed now, new litigation would be nearly inevitable in the unhappy event the MEDIATION SETTLEMENT is not performed within the deadlines set out in the Compliance Agreement. Such new litigation would be vastly more expensive and time consuming for the parties than use of the pending MOTION TO ENFORCE and would also result in a needless burden on the Court." (See Declarations of Thomas M. Boehm in Support of Requests for Additional Time to Complete Settlement dated 6/1/2022, 5/1/2023, 4/26/2024, and 5/15/2024, emphasis added.)

⁴ Plaintiffs certainly seem to take the position that they "prevailed" on the 2017 Motion to Enforce as reflected in what they describe as Defendant's admission of breach in the 2021 Mediation Stipulation (¶ 5) and their entitlement to, and receipt of, fees and costs (¶ 12) pursuant to that stipulation.

continuing jurisdiction to “determine” the stipulation, which the Court interprets as by way of a Motion to Enforce the stipulation as opposed to newly filed litigation.

As stated above, in determining a motion to enforce the 2021 Mediation Stipulation, the Court finds for the Defendant. As the Court will look no further, Plaintiffs’ Motion to Enforce Settlement Agreement, including any demand for indemnity, and Motion for Attorneys’ Fees are DENIED.

The Court will prepare the final order.

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