

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
HONORABLE BRADEN C. WOODS
DEPARTMENT 608

ELIZABETH QUINN, as an
individual and a trustee of the
Ayres Quinn Family Living
Trust; CAROLINE AYERS, as an
individual and a trustee of the
Ayres Quinn Family Living
Trust; GREG GRUSZYNSKI, an
individual; and DERRLYN TOM, an
individual,

No. CGC-23-606844

CERTIFIED COPY

Plaintiffs,

vs.

MARY R. COULTON, an individual,
ELYSA STEIN, an individual,
NEIL STRAGHALIS, an individual,
and DOES 1-50, inclusive,

Defendants.

RELATED CROSS-ACTION

/

REPORTER'S TRANSCRIPT OF PROCEEDINGS

MONDAY, OCTOBER 21, 2024

BAY AREA TRIAL REPORTERS
P.O. BOX 2829
NOVATO, CA 94947
415-328-6644

REPORTED BY:
ELLEN VALENTINE BELLEN, CSR NO. 9575
bhart@bayareatrialreporters.com

1 APPEARANCES:

2

For Plaintiffs:

3

BLUM COLLINS & HO, LLP
707 Wilshire Blvd Ste 4880,
Los Angeles, CA 90017-3604
Los Angeles, CA 790017-3604
213-572-0411

5

BY: STEVEN BLUM, ATTORNEY
BY: GARY HO, ATTORNEY

6

For the Defendant:

7

ALVES RADCLIFFE, LLP
2377 Gold Meadow Way, Ste. 100
Gold River, CA 95670
(916) 333-3375
BY: SCOTT E. RADCLIFFE,
ATTORNEY
sradcliff@alvesradcliffe.com

8

9

10

11

ROUDA LAW FIRM, PC
1144 Lake Street
San Francisco, CA 94118-1125
415-518-7683
BY: DAVID L. ROUDA, ATTORNEY

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2 MONDAY, OCTOBER 21, 2024

9:03 A.M.

3 MORNING SESSION

4 P R O C E E D I N G S

5 THE COURT: Going back on record in the matters
6 of Quinn, Ayers, Gruszynski, Tom, Plaintiffs vs. Mary
7 Coulten, Defendant, Case No. CGC-23-606844.

8 Appearances, please, starting with the Plaintiff.

9 MR. BLUM: Good morning, your Honor. For all
10 plaintiffs, Steven Blum of Blum, Collins & Ho.

11 MR. HO: Good morning, your Honor. Gary Ho for
12 the plaintiffs.

13 THE COURT: Defense?

14 MR. RADCLIFFE: Scott Radcliffe for Defendant.

15 MR. ROUDA: Good morning, your Honor. I'm David
16 Rouda. I'm the personal counsel for Ms. Coulten.

17 THE COURT: Personal as it Cumis or as --

18 MR. ROUDA: As an individual, yes.

19 MR. RADCLIFFE: Just to be clear, I just want the
20 Court to know there is no Cumis counsel in this case.

21 THE COURT: Individual. Okay. Got it.

22 Where to start? Okay. Start with this: Over
23 the weekend, Court received an e-mail.

24 (An off-the-record discussion was held.)

25 THE COURT: Over the weekend Department 608, the

1 court e-mail, received an e-mail from Mr. Rouda
2 indicating, in short, Ms. Coulten wished to waive jury.

3 The Court did not respond to his e-mail because I
4 didn't know who you were, sir. I had seen your name in
5 the pleadings, but since you had not been at either trial
6 call, you weren't here at all last week during the motions
7 in limine; the Court was not sure who you were or what
8 role you were still playing in the matter. It seemed in
9 the past you had represented former defendants. So I only
10 responded to the e-mail to Mr. Radcliffe and the
11 plaintiff's counsel.

12 Court's e-mail was two questions: One, do the
13 plaintiffs waive trial by jury; and, two, who is this
14 Mr. Rouda person? So the Court did get a response
15 approximately 11-something last night p.m. from
16 Plaintiffs' counsel indicating their clients wish to waive
17 jury. I'll hear from the plaintiffs first.

18 Where do we stand on that, gentlemen? You -- and
19 I use the universal "you" -- made the demand for jury
20 duty. You posted the fees back in October of 2023 via the
21 CM110 form. The judicial council case management
22 statement form also indicated the plaintiffs were
23 demanding a jury trial. Where do we stand this morning on
24 Monday?

25 MR. BLUM: Good morning, your Honor. Plaintiffs

1 waive jury and are prepared to proceed with a court trial,
2 bench trial. We would be happy to do so.

3 THE COURT: That's all four Plaintiffs' counsel?

4 MR. BLUM: Correct, your Honor.

5 THE COURT: At approximately 7:00 a.m. this
6 morning the Court and all counsel received an e-mail from
7 Mr. Radcliffe indicating Ms. Coulten was not waiving jury
8 and was demanding a jury trial.

9 Ms. Coulten, I'm going to let the attorneys speak
10 for you, and hear from you after.

11 Mr. Radcliffe, I'm going to start with you.
12 What's your position this morning? You've spoken to
13 Ms. Coulten. Also, did you post jury fees this morning?
14 Taking judicial notice of the court file, it appeared only
15 the plaintiffs' side and also the cross-defendant's side,
16 which is both the plaintiff, they are the only ones who
17 posted and demanded a jury trial and posted the fees.

18 So where do you stand, you and Ms. Coulten, this
19 morning?

20 MR. RADCLIFFE: So just to be clear, you
21 obviously read the brief that I submitted to the Court,
22 and you understand maybe my position that there's a
23 difference between the insurer and the insured.
24 Ms. Coulten, I understand, she wishes to waive jury trial.
25 The insurer, who has the right to control the defense and

1 the litigation strategy, does not waive the right to a
2 jury trial.

3 The jury fees were posted under 631(b). If one
4 side -- if there's multiple defendants, if one defendant
5 posts jury fees, that is sufficient for all defendants.
6 And since the codefendants had already posted fees on
7 August 23, 2023 -- that would be Stein and Straghalis as
8 Defendants -- we were not required to post additional jury
9 fees.

10 THE COURT: What was the date?

11 MR. RADCLIFFE: August 23, 2023.

12 THE COURT: Did they post them as defendants or
13 as cross-complainants?

14 MR. RADCLIFFE: I believe defendants.

15 THE COURT: Finish your comments.

16 MR. RADCLIFFE: So given what I have stated and
17 based on the brief that I stated earlier, the defense
18 requests a jury trial, understanding, of course,
19 Ms. Coulten, it is her wish not to have a jury trial. But
20 under the authorities that I've cited, it is the insured
21 that gets to make the call here.

22 MR. BLUM: Your Honor, I have not been -- I've
23 not seen a copy of the brief. Is there a copy available?

24 THE COURT: For the record Mr. Radcliffe has
25 provided a courtesy copy to Plaintiffs' counsel.

1 Mr. Rouda, I'll hear from you briefly. You
2 started out the ball rolling in all this, so if you have
3 any comments on the matter, I'll hear from you briefly,
4 sir.

5 MR. ROUDA: I'm sorry, did you say Mr. Rouda?

6 THE COURT: Yes.

7 MR. ROUDA: Okay. Your Honor, I just skimmed his
8 brief quickly, and it seems that Mr. Radcliffe is under
9 the belief that defense -- the right to control the
10 strategy of the defense of the litigation is the same
11 thing as the right to control Ms. Coulten's right to a
12 jury trial. And it says -- and that's not correct.

13 The right to control a jury trial is specified in
14 the Rules of Professional Conduct in California, Rule 1.2,
15 Authority. It says -- Rule 1.2, "The Scope of
16 Representation and Allocation of Authority." And in
17 paragraph -- in the first paragraph of that, it says inter
18 alia, "Except as otherwise provided by law in a criminal
19 case, the lawyer shall abide by the client's decision,
20 after consultation with the lawyer, as to the plea to be
21 entered" -- and that's not applicable here. Then it says,
22 "whether to waive jury trial and whether the client will
23 testify."

24 Those all remain in Ms. Coulten's control. She
25 has a right to decide this, not the insurer. Of course,

1 the insurer has the right to control the strategy. But
2 when it comes to constitutional rights like jury trial,
3 that's in the client, and that's under the Rules of
4 Professional Responsibility.

5 I'll also point out that Ms. Coulten is
6 Mr. Radcliffe's only client. The insured has not filed an
7 interpleader action in this case.

8 THE COURT: Continue, sir.

9 MR. ROUDA: Yeah, the insured has not filed an
10 interpleader action in this case. They are not a party to
11 this lawsuit. They are not the clients under the Rules of
12 Professional Conduct. So I believe that Mr. Radcliffe is
13 confusing the -- definitely the ability of the insured to
14 control the defense, but not the right to a jury trial or
15 whether to waive that, and that's explicitly stated in
16 Rule 1.2.

17 THE COURT: Thank you, sir.

18 MR. ROUDA: You're welcome.

19 And I think Mrs. Coulten would like to be heard,
20 if possible. If your Honor will so allow her.

21 Also, your Honor, just for the record, I was here
22 last week for the motions in limine. I wasn't -- I did
23 not make an appearance on the record, you're correct, but
24 I was in the gallery for the first half of the motions in
25 limine up until the lunch hour.

1 THE COURT: Thank you, sir.

2 MR. ROUDA: You're welcome.

3 THE COURT: For the record, after taking judicial
4 notice of the court file, I did find the jury fees being
5 posted by the former defendants Stein and Straghalis, as
6 stated by Mr. Radcliffe, on or around August 23, 2023.

7 Ms. Coulten, good morning. Thank you very much
8 for being here. Happy to hear from you briefly, ma'am. I
9 don't want to hear anything about your case per se, but
10 regarding this issue of trial by jury or trial by court,
11 is there anything briefly you want to tell me on that?
12 I'm happy to hear you, ma'am.

13 MS. COULTEN: Yes, your Honor. I distinctly told
14 Mr. Radcliffe yesterday in an e-mail that I wanted a bench
15 trial rather than a jury trial. That would be much more
16 convenient for me and much less time-consuming.
17 Apparently, Mr. Radcliffe seems to be representing the
18 insurance company more than he is representing my wishes.

19 THE COURT: I'm sure both your attorneys told you
20 in terms of timing, this trial is scheduled to be done by
21 the 1st, a week from Friday. Technically, on a bench
22 trial I have 90 days to take action, do things that I need
23 to do to make sure I do it correctly. I'm sure they
24 explained that to you, but I do want to sort of say that
25 out loud in terms of what's, quote, "quicker" or -- but.

1 Okay. Thank you, ma'am.

2 Plaintiffs -- gentleman in the audience, is he a
3 plaintiff in this matter or just a gentleman in the
4 audience?

5 MR. BLUM: This is Mr. Simien. He's an attorney
6 with our firm.

7 THE COURT: Okay.

8 MR. BLUM: He's doing all the work behind the
9 scenes.

10 THE COURT: Understood. I have the same. It's
11 called my clerk.

12 Prepared to move on on this. Mr. Radcliffe,
13 anything, sir, you wish to add?

14 MR. RADCLIFFE: Yes, your Honor.

15 I think the argument has been made by Mr. Rouda
16 fails to take into account that we have a tripartite
17 relationship. And the citation that he referred to does
18 not take that into account. When you look at the law,
19 it's very clear who gets to manage and control the
20 litigation. As you saw from the authorities that I cited,
21 they have the absolute right. He has not cited any
22 authority to you to suggest otherwise. And I think what
23 I've cited to you is controlling.

24 I understand Ms. Coulten's wishes; however, this
25 is a tripartite relationship where the carrier does have a

1 right to control the defense. And California law on that
2 point is controlling.

3 THE COURT: Not to go too far down the rabbit
4 hole, but I thought, based on my reading -- may be
5 incorrect -- when it's a tripartite relationship, isn't
6 the third prong Cumis counsel, C-U-M-I-S, being paid by
7 the insurer as opposed to independent?

8 MR. RADCLIFFE: So there is no Cumis counsel in
9 this situation. If there was Cumis counsel, then, you
10 know, they would be appointed by the insurance company.
11 They would then have the right to control the litigation.
12 But there is no Cumis counsel, so we're not in that
13 situation. Tripartite is just, you know, the insured and
14 the insurer.

15 THE COURT: Thank you, sir.

16 Mr. Blum?

17 MR. BLUM: Blum.

18 THE COURT: I'm sorry, sir.

19 MR. BLUM: That's okay. I was thinking of
20 changing it away.

21 THE COURT: No, no.

22 MR. BLUM: "Blum" rhymes with "plum," "dumb," lot
23 of bad words.

24 THE COURT: I'll stick with the fruit.

25 MR. BLUM: Yes.

1 THE COURT: I'll hear from you briefly, sir.

2 MR. BLUM: Thank you.

3 Obviously, my clients have an interest in moving
4 this case along and having the Court hear it and not get
5 bogged down with the added expense and delay and so forth
6 of a jury.

7 I'm -- just like to observe, I did just read the
8 brief provided by Mr. Radcliffe this morning. None of
9 those cases refer to the determination of whether or not
10 to have a jury hear one's case. I do think that that's a
11 constitutional right. Mr. Rouda just said that. It's in
12 the Seventh Amendment of the US Constitution and whatever
13 analogue there is in the State constitution. I don't know
14 what it is off the top of my head.

15 But that is -- seems to me to be a right that
16 belongs to the client. In this -- and in this instance,
17 the client is Ms. Coulten. The insurance company is
18 paying for a lawyer to represent Ms. Coulten, but
19 nonetheless, it is Ms. Coulten who is on trial here, so to
20 speak. And I think that it's her right.

21 And I think that the -- the rule that Mr. -- I
22 think it was 1.2 of the Code of Professional
23 Responsibility -- or whatever it's called in these days --
24 says that that right rests in the client, and that the
25 lawyer must follow the client's instruction, meaning the

1 lawyer doesn't get to make up his own mind if the client
2 wants something different, No. 1.

3 And, No. 2, you know, the client is the client.
4 The insurance company isn't -- the client is the client,
5 you know. And if the insurance company wants to take a
6 position different from the client, it seems to me that
7 the insurance company needs to come in here with a lawyer
8 who is not in this very conflicted position that
9 Mr. Radcliffe finds himself in now. You know, does he
10 speak for his client to whom he holds a fiduciary
11 obligation as -- and to whom he owes an ethical obligation
12 under the rules? Or does he answer to the insurance
13 company?

14 If the insurance company is trying to make a
15 call -- if he's going to be the insurance company's
16 lawyer, then he can't be Ms. Coulten's lawyer. The
17 insurance company has to file a complaint in intervention
18 or something if they want to take a stand on such a
19 critical issue as the right to jury trial. Seems to me
20 the default, therefore, seems to ought to go to the right
21 of the client, as stated in the rules.

22 THE COURT: Sir, you are agreeing -- and I think
23 Mr. Rouda agrees since none of you brought it up -- the
24 insurance policy in this particular case does indicate
25 that the insurance company is in charge of the litigation.

1 It's not one of the carve-outs in very few or very rare
2 insurance policies where the client is -- controls
3 litigation. That always seems to be the exception.

4 So since neither one of you have said it, it
5 sounds like you do agree that in this particular insurance
6 policy, Ms. Coulten's -- in this particular case that the
7 insurance company does have the lead as the counsel; is
8 that fair?

9 MR. BLUM: I haven't read the insurance policy,
10 so I cannot comment on that. I can just say that my
11 clients want the Court to decide this case, and I believe
12 that the waiver by Ms. Coulten is binding, and we don't
13 think that an insurance company can override a client's
14 and litigant's desire. And if they want to take it up
15 afterwards between them, great. But for right now, the
16 insurance company has no say. They're not a party to this
17 case. The only party is Ms. -- on the defense is
18 Ms. Coulten.

19 If the insurance company wants to say something,
20 that's between them. But as to us and our position, my
21 clients' position, we are dealing with Ms. Coulten on the
22 other side, okay. It's Quinn, Ayers and so forth vs.
23 Coulten, not versus the insurance company. If it were the
24 insurance, sure. Maybe. But it's not. And we have to
25 proceed in this case as if insurance doesn't count, right.

1 You know, otherwise, I'm going to start talking about
2 insurance throughout the whole case. I mean, there's no
3 motion in limine keeping me from doing that and no order
4 keeping me from doing that.

5 But, frankly, if we are litigating against the
6 insurance and the insurance company has the right to waive
7 jury trial -- I mean, not waive jury trial -- or anyway,
8 disregard the client, then I'm litigating against the
9 insurance company. I think it raises a lot of very
10 problematic issues.

11 Now, that said -- excuse me just a moment.

12 (An attorney/client discussion was held.)

13 MR. BLUM: That said, I want to try to be
14 practical for a moment. I mean, I think I've been
15 practical all along, but I want to bring in another
16 consideration that may impact this and how we proceed
17 going forward in the case.

18 My clients wish to drop or dismiss Cause of
19 Action 1 and Cause of Action 2 and proceed only on Cause
20 of Action 3, which is the right of lateral support. And
21 that involves, I believe, the Court making some
22 preliminary decisions, and, you know, whatever they are,
23 we will stick by them.

24 But I am very convinced that we have an absolute
25 right of lateral support. And we submitted to the Court

1 in paragraph -- or Section 17:19 and 17:20 from Miller and
2 Starr, which is the preeminent treatise on California real
3 estate. And I wish I had written that as my brief in the
4 opposition to the MJOP because it states --

5 MR. RADCLIFFE: I'm just going to object. We're
6 not here to rehash the --

7 MR. BLUM: Excuse me, I'm speaking.

8 THE COURT: I'm going to stop both of you
9 gentlemen.

10 Let's do first things first. Let's just take it
11 one step at a time, and then you may want to pivot from
12 that position or stick to that position, whatever it may
13 be. This is still the jury trial issue.

14 No. 1, I've considered the arguments of counsel.
15 Paperwork that was filed, read, considered CCP631, Code of
16 Civil Procedure 631. Also I've considered TriCoast
17 Builders, T-R-I-C-O-A-S-T but one word, TriCoast, but
18 there is a capital C, Builders, Inc., vs. Fonnegra.
19 Somewhat deals with this particular situation. One side
20 at the last minute says we'll waive jury, the other side
21 having paid the jury fees, et cetera, et cetera. It also
22 goes and talks about a lot of California corporate appeal
23 cases, but it's the latest case from 2024 from California
24 Supreme Court. The cite is, I think, 15 Cal.5th,
25 page 766.

1 This particular case under these particular
2 circumstances, I do believe the insurance company sort of
3 is in charge of this particular case. A Rules of
4 Professional Responsibility, if Mr. Radcliffe is in
5 violation of it, that's for the State bar to deal with,
6 but citing the Professional Rules of Responsibility isn't
7 really a legal determination of who decides what's a jury
8 trial and what's a court trial.

9 To Mr. Blum's point, I believe it's California
10 Constitution Section I, Subsection 16, that talks about a
11 right to a jury trial here in California. I believe
12 that's the State Constitution that authorizes and
13 guarantees that. And then when I read the CCP in
14 conjunction with that, while the Court is happy to take
15 waivers from the plaintiff, the defense is demanding a
16 jury trial. Jury fees have been paid essentially by both
17 sides, so we will move forward with a jury trial.

18 MR. ROUDA: Your Honor, may I say one last thing?

19 THE COURT: No, sir. I heard from you briefly.
20 You saw part of the motions in limine, but once I sort of
21 rule on something, unless it's really something new or if
22 you're going to correct the record because I said "Smith"
23 and it's really "Jones," happy to hear from you. But to
24 reargue to me a second time, no, we'll never get through
25 anything. So I'm not trying to chastise you about it.

1 I'm giving you a heads up, and I said it out loud for the
2 benefit of the three attorneys.

3 If you want to check with your client about
4 something, she's raising her hand at me, go ahead.

5 But we will move forward with a jury trial in
6 this matter.

7 MR. RADCLIFFE: Your Honor, may I ask a point of
8 clarification on a different issue that was raised?

9 THE COURT: No. I'm going to follow my checklist
10 and in the end if there's something to be brought back up,
11 so be it.

12 All right. Now I'll turn to the oral request
13 possibly by the plaintiff. Yes, sir. If you want to
14 finish your thought or based upon the Court's ruling, you
15 have a different thought, and you're withdrawing your sort
16 of request, where do we stand, sir?

17 MR. BLUM: Your Honor, we dismiss Cause of
18 Action 1 in our First Amended Complaint, or nuisance, and
19 Cause of Action 2 for negligence. And we rest on and will
20 pursue Cause of Action 3 for removal of lateral and
21 subjacent support. In this case it's really only lateral
22 support.

23 So it is our view that there is an absolute right
24 of lateral support, as stated in the authorities that we
25 provided to the Court recently in whatever the last

1 submission was. But in particular, Miller and Starr
2 Sections 17:19, Lateral Support, Common Law Rule. And the
3 other section, which is 17:20, labeled Lateral Support
4 Statutory Modifications of the Common Law Rule.

5 So that's where we are. And, you know, it is
6 strict liability in a sense. It is --

7 THE COURT: You don't need to argue it to me at
8 this point, sir.

9 MR. BLUM: Okay. I just wanted to make sure our
10 position is clear, and we are ready to proceed on that
11 basis.

12 THE COURT: All right. Mr. Radcliffe?

13 MR. RADCLIFFE: I'd just like clarification that
14 it is with prejudice.

15 THE COURT: That's -- we're about to pick a jury,
16 but with prejudice, sir?

17 MR. BLUM: Yes, your Honor.

18 THE COURT: Anything else, Mr. Radcliffe? Any
19 other comments on that?

20 MR. RADCLIFFE: No.

21 THE COURT: All right. All right. Plaintiffs
22 file motion to dismiss with prejudice Cause of Action 1,
23 Cause of Action 2 is granted.

24 Next on the Court's checklist was Defense Motion
25 in Limine No. 26 to, quote, "exclude new opinions by

1 Mr. Shires regarding the property line," S-H-I-R-E-S. The
2 Court did not receive a written opposition, but the Court
3 did receive a trial brief by the plaintiffs which somewhat
4 touched upon this particular subject.

5 But it's your motion, Mr. Radcliffe, I'll hear
6 from you first briefly. I've read your papers.

7 MR. RADCLIFFE: I have nothing additional to
8 submit, your Honor. At least not at this time unless
9 Plaintiff raises an issue.

10 THE COURT: Can you clarify for the Court what is
11 it you're asking the Court to exclude? I'm looking at
12 your papers, but I would like to hear it directly from
13 you.

14 MR. RADCLIFFE: Can I have just one second,
15 please?

16 THE COURT: Sure.

17 MR. RADCLIFFE: Sure, your Honor.

18 As addressed in my brief, the defense is moving
19 to exclude Plaintiffs' retained expert Mr. Shires from
20 testifying as to his opinion as to the location of the
21 property boundaries, opinions on the boundaries in the
22 Geometrix survey and the location of the wall with respect
23 to where he believes the boundaries may be and whose
24 property the wall he believes is on, if anybody in
25 particular.

1 As I've cited to you in my brief, most
2 importantly, he was not disclosed on these issues
3 whatsoever. I relied on the disclosure, as you know, from
4 reading my brief. He --

5 THE COURT: Only because time is of the essence,
6 sir, I need to jump in.

7 MR. RADCLIFFE: Sure.

8 THE COURT: What about Plaintiffs' brief where
9 they cite to question and answer, question you asked and
10 the answer provided by the gentleman within the depo?

11 MR. RADCLIFFE: Yes, I can address that. I know
12 what you're referring to.

13 THE COURT: Yes, go ahead.

14 MR. RADCLIFFE: Essentially, what I understood
15 him to say in that was that he believed that the Geometrix
16 survey said something, not that he had a separate opinion
17 on that. And it was because he wasn't disclosed on
18 providing opinions on the Geometrix survey or the
19 boundaries or anything like that. So I think there's a
20 big distinction between what he thinks another document
21 says and him providing an opinion as a retained expert on
22 that subject. I mean, you got to disclose him on this.
23 That's what the whole point of the statute is to provide
24 notice.

25 If they wanted to say, "Hey, we're going to

1 disclose him on this," they were absolutely required by
2 statute to file a motion seeking leave to amend the
3 general substance and the nature of his testimony.

4 They've had several months. They never did. They knew my
5 motions were pending. They still never moved. So, you
6 know, I withdrew our surveyor on this issue, who I did
7 disclose on issues relating to the Geometrix survey,
8 property boundaries, things like that.

9 So, you know, I think it's highly prejudicial,
10 given that I've taken actual actions in reliance upon
11 their failure to disclose him. And I think that's
12 ultimately what's controlling. And as you look at the
13 case I cited to, Muller vs. Fresno Community Hospital &
14 Medical Center, the citation's on page 3, line 14, the
15 only remedy is exclusion.

16 THE COURT: Can I ask you to turn to the
17 plaintiffs' offer of proof provided on Friday, going to
18 their catch exhibits that Geometrix, G-E-O-M-E-T-R-I-X.
19 We've been referring to it as a survey in short.
20 Regarding the survey with the red additions, has it ever
21 been provided to you?

22 MR. HO: Yes.

23 THE COURT: Sorry, I was asking the defense.

24 MR. RADCLIFFE: That was provided to me when it
25 was given to the Court, not beforehand.

1 The other thing that I would like to just note is
2 that the information that he relies upon in his
3 declaration that was submitted to the Court recently,
4 those documents, the Google Earth that he verified with,
5 his file did not include those documents. So now he is
6 relying on documents that were not produced to confirm an
7 opinion that he was never disclosed on.

8 THE COURT: Got it.

9 Plaintiff, happy to hear from you.

10 MR. HO: Your Honor, the disclosure is broad
11 enough to cover this. Mr. Shires was designated to
12 testify about the cause of the wall failure and the
13 mitigation design. And an essential part of that is to
14 determine the location of the wall.

15 And per your Honor's request, he -- in his
16 declaration, he was simply explaining how he reached the
17 survey. He's not offering an expert opinion on the survey
18 because, as we argued last week, we don't need an expert
19 opinion on the survey. It's a reliable document from the
20 public record.

21 So, you know, again, we are standing by Evidence
22 Code Section 1280. And this -- he's not offering his
23 expert opinion on this. And even if he is, I think his
24 expert disclosure is broad enough to cover that.

25 THE COURT: Can I ask a follow-up on what

1 Mr. Radcliffe said? The diagram that he provided as an
2 exhibit with the red markings on it, has that ever been
3 disclosed?

4 MR. RADCLIFFE: The answer is no.

5 THE COURT: Sorry -- it's hard to tell because I
6 have glasses sometimes, and I don't always turn my head.
7 So I was actually talking to Plaintiff this time.

8 MR. HO: The Google Earth image?

9 THE COURT: Step back. Exhibit A attached to
10 your declaration, Patrick Shires.

11 MR. HO: That's right.

12 THE COURT: Okay. There's one survey with no
13 markings on it, and the second page is the survey with
14 markings. Has the one with markings ever been provided?

15 MR. HO: The ones with markings were done in
16 response to your Honor's request last week. So, you know,
17 we provided them to Mr. Radcliffe last Friday when it was
18 done.

19 THE COURT: All right. And what about the Google
20 Earth maps referenced in his declaration, that is what he
21 used?

22 MR. HO: Your Honor, I'll have to check up on
23 that. I can't tell you with 100 percent certainty whether
24 it's been produced or not. But they're Google Earth
25 images; they're easily verifiable.

1 THE COURT: But you still have to turn it over.

2 MR. RADCLIFFE: I can confirm it was not
3 provided. I checked his file.

4 THE COURT: Anything else you wish to add, sir?

5 MR. HO: I don't have anything additional, your
6 Honor.

7 THE COURT: You have the last word,
8 Mr. Radcliffe, because it's your motion.

9 MR. RADCLIFFE: Thank you, your Honor.

10 As you look at what his disclosure was from his
11 expert disclosure, page 3. I've cited it. I just want to
12 make my record. He was disclosed on three topics and
13 three topics only: The causes of damage to the
14 Plaintiffs' properties and the slope on properties; that's
15 one. The causes of the wall failure; that's two. Slope
16 stability and required recommended scope of repair; that's
17 three.

18 Nowhere in there is there anything touching upon
19 survey, a Geometrix survey. They have known about this
20 issue. This was an issue that they have put in front of
21 this case, and they have never disclosed anybody on this
22 issue. I will say this is extremely prejudicial. I've
23 got this stuff, you know, Friday before trial, and this
24 has been continued multiple times. I can't bring an
25 expert now to counter this stuff if this is coming in.

1 This is just -- this is the exact opposite of
2 what the statute would allow for, and they absolutely were
3 required to file a motion to amend if they wanted this.
4 And this is not even close to providing any disclosure for
5 me.

6 THE COURT: Thank you, gentlemen.

7 The motion will be granted in part, denied in
8 part. The gentleman will be able to state his opinion
9 since it was bought up in deposition. That's his opinion
10 that the wall was on the downhill neighbor's side of the
11 property. He can use a clean copy of the Geometrix survey
12 to explain, but the reference to the Google Earth maps is
13 out. It's excluded. Should have been turned over.

14 The red lines -- with all respect to you two
15 gentlemen, and I'm referring to Plaintiffs' counsel, this
16 is such a -- in some ways a lynch pin to the case. Either
17 your witness sandbagged you or somebody else has been
18 sandbagging. There's no way this should not have been
19 turned over.

20 I find it hard to believe -- and I do want to
21 hear the gentleman, and maybe we'll do it outside the
22 presence of the jury. He put this together in less than
23 24 hours? Somehow I think he had it and has been sitting
24 on it, but we'll find out. Probably outside the presence
25 of the jury.

1 He may be an expert surveyor, has been doing it
2 for 50 years or something of that nature, but to put this
3 together so quickly at the Court's request on a Thursday
4 afternoon, get it cranked out by Friday morning, he's
5 known about this the whole time and has been sitting on
6 it. So it's out.

7 And I'll possibly take other actions, depending
8 upon his testimony and his believability and credibility
9 about it. And maybe it was, as you state, gentlemen,
10 "Hey, the judge asked for this last minute. Can you put
11 this in writing for us?" And maybe he is an expert and
12 can print it out so quickly. As I say, we shall see.

13 But either way, it's out. It should have been
14 turned over long ago. But in terms of him stating his
15 opinion about the boundary and what he bases it on, that
16 is in. But Google Earth is out, and the new Geometrix
17 survey that he has created is also out and excluded.

18 MR. RADCLIFFE: Point of clarification?

19 THE COURT: Yes.

20 MR. RADCLIFFE: On the Court's part, allowing him
21 to opine on the downhill side of the property, is it the
22 Court's ruling that he can opine that he believes the
23 Geometrix survey says that, or that he has a separate
24 opinion separate and apart from the Geometrix?

25 THE COURT: "Based upon the survey" is what he

1 stated. So.

2 MR. RADCLIFFE: Not that he has an independent
3 opinion?

4 THE COURT: Correct. Well, they sort of go hand
5 in hand. Based upon that, I think -- based upon the
6 survey, I think it is because that's part of the other
7 question. So based upon the survey only, not his personal
8 opinion. So that's part of the motion being granted on
9 your side.

10 Next. All right. In terms of jury selection,
11 I'm going to do hardships. I thought about doing it at
12 the same time, but unfortunately, my experience is that
13 jurors jump on the bandwagon of other jurors. If I grant
14 a hardship in front of everybody, then other jurors jump
15 on it. So we're going to use the form.

16 It will take me about 30 minutes, 45 minutes to
17 do the hardships. I give them about a 15-minute speech
18 begging them to do their service. They will fill out a
19 form. It takes me 30 to 45 minutes to review that. And
20 then I will tell you who has been excused for hardships.
21 You'll just mark them off of your random list.

22 If I deny a hardship, I will give you copy of it
23 so you know that they asked, their reason for asking and
24 that it was denied, so you'll have knowledge about that.
25 Then we'll turn straight to jury selection.

1 I have about ten minutes of introductory
2 comments. Then I will turn it over to you two for
3 mini-openings, five minutes max. So I'll essentially
4 introduce myself, introduce my staff, introduce the
5 parties. And then right after that, I'll turn to the
6 plaintiff first. You'll have five minutes for a
7 mini-opening. There's a clock right above the jury, so
8 please, I will cut you off mid-sentence if you hit five
9 minutes, and then I will turn it over to the defense for
10 mini-opening.

11 The reason the Court is doing a mini-opening is
12 because the parties did not agree upon a statement for the
13 jury, and as indicated, I allow them to do that. So that
14 will be the statement to be jury. Since there's not a
15 agreed-upon one, it will be your mini-openings.

16 The parties will then have -- after I finish my
17 questioning, each side will have 45 minutes to question
18 the 24 jurors. If we exhaust through peremptory
19 challenges and have to bring in a new group of folks, then
20 you'll get 20 minutes after that with the new jurors only.

21 Refresh my recollection because I do have a
22 hybrid assignment, criminal and civil, it's six
23 peremptories in civil, correct?

24 Okay. Both sides nodded their head in the
25 affirmative. Thank you for that.

1 And we'll do challenges for cause in the back.
2 So after I finish my questioning, after you finish your
3 questioning, I'll ask the gentlemen to approach. There's
4 a library behind this courtroom; we'll go in there.
5 Defense will tell me your challenges for cause. I'll just
6 need the numbers only. And if I need explanation, I'll
7 ask you for explanation. I'll ask for the plaintiffs'
8 challenges for cause. Just give me the numbers, and I'll
9 rule upon those. And if I grant any, then I'll replace
10 them and then give a short version of my jury selection
11 voir dire. And then I'll give you five minutes,
12 essentially four minutes per person, for the people who
13 are challenged for cause.

14 Also, over the weekend -- I believe it was
15 Friday -- Court sent counsel proposed pre-jury
16 instructions. Also indicated you have until Sunday at
17 noon for any objections, but just asking out loud: Any
18 objection to the six instructions I plan on giving,
19 Mr. Radcliffe?

20 MR. RADCLIFFE: No.

21 THE COURT: How about Plaintiffs' team?

22 MR. BLUM: No objections, your Honor.

23 THE COURT: Okay. Thank you, gentlemen.

24 All right. Any brief questions before we get the
25 process moving? Plaintiff first.

1 MR. BLUM: Motion in Limine No. 16, the Court has
2 not ruled on, and it seems that -- I would request, if
3 possible, a ruling on that before we pick a jury. It's
4 sort of --

5 THE COURT: Refresh my recollection since there's
6 30 motions in limine. Just tell me the subject matter.

7 MR. BLUM: I'm sorry. It's called Defendant's
8 Motion in Limine No. 16 for an order excluding claims for
9 strict liability or negligence per se based on Civil Code
10 Section 832. So essentially, it goes to the heart of our
11 sole cause of action. And if the Court is going to grant
12 it, then we're done. And if it's not, then we move on.
13 But I don't want to waste time if we're done.

14 THE COURT: Are you prepared to address that,
15 Mr. Radcliffe? If you already did in writing --

16 MR. RADCLIFFE: I do have a supplemental brief
17 that I would -- declaration that I wanted to give to the
18 Court on the issue of the negligence per se as to authored
19 discovery responses, and my representation to the Court is
20 in all of the plaintiff's Form Interrogatory 14.1
21 responses, they were all asked if they were contending
22 that the defendant or any party had violated any statute,
23 ordinance or regulation, and they all answered "no."

24 And so for negligence per se, that would bar them
25 from arguing a negligence per se argument. I don't think

1 it applies anyways, but they should have raised this issue
2 in discovery if they felt there was a violation of the
3 statute. They all confirmed in verified responses that
4 they did not. I have that as a supplemental declaration
5 to give to the Court.

6 THE COURT: Plaintiffs may have your minute. I'm
7 prepared to rule on probably 90 percent of it.

8 MR. BLUM: I don't think that form interrogatory
9 is intended to apply to this type of case. That's -- you
10 know, car accidents and things like that. So I think
11 that's kind of silly. It's not a violation of the law.
12 It's rather that my clients are entitled to lateral
13 support. And it's a common law right as well as codified.
14 I'm happy to proceed on the common law right.

15 THE COURT: For the record, with the invitation
16 of counsel, I read and considered papers filed at the
17 motion in front of Judge Haines on Cause of Action No. 3.
18 We have already talked about his ruling on the record. So
19 I read the briefs filed by the plaintiff, the defense and
20 also the former defendants were still involved in the
21 case, so I did read and consider their papers as well.
22 They were pretty short.

23 So I'll rule this way: Whether we call it,
24 quote, "strict liability" or a form of strict liability,
25 the Court respectfully disagrees with the analysis put

1 forth by the plaintiffs' team. As I understand their
2 argument in terms of, quote, "strict liability," the
3 common law rule, every case they cite talks about
4 excavation. If there's an excavation, then there's an
5 affirmative action, affirmative action is done to the land
6 that results in damage, then a negligence standard
7 applies.

8 Or stated another way: If there's an excavation
9 and the parties follow 832 of the Civil Code, provided
10 notice, things of that nature, so long as the excavator
11 exercised ordinary care and skill, they were not
12 negligent, then they could be liable for damage.

13 If a landowner -- and you use these phrases
14 purposefully, "landowner" versus an "excavator," if they
15 follow the reasoning of Plaintiffs' counsel, if a
16 landowner does nothing, doesn't take any affirmative
17 action, none of their lessees or lessors take any action,
18 they don't trespass upon the land and there's an act of
19 God -- I'm not religious but an act of God, act of
20 weather, so rain, earthquake -- results in damage, then
21 there should be strict liability on the other person, on
22 the other landowner.

23 Even when you read Miller -- and I'm going to
24 read the moving papers to the plaintiff -- they
25 consistently leave out two words later when it talks about

1 liability and excavator. Or two words before on the same
2 line, it says "excavator." If an excavator does not
3 comply with Civil Code 832, the Court agrees, common law
4 and strict liability.

5 If an excavator complies with 832, and there's
6 still damage, then there's negligence. But I respectfully
7 and totally disagree that if a particular landowner does
8 nothing, and there's an act of God or earthquake,
9 something of that nature and damage is caused, that
10 there's somehow strict liability, the Court respectfully
11 disagrees and will not be giving that instruction to the
12 jury.

13 Even when you read, and for sake of argument,
14 that it is a learned treatise, Miller, let's start with
15 Plaintiffs' opposition to Ms. Coulten's motion for the
16 judgment on the pleadings, that third cause of action.
17 I'm not revisiting what Judge Haines did, but in terms of
18 that paperwork, they cite the landslide and subsidi- --
19 S-U-B-S-I-D-E-N-C-E by building book, Section 7.15,
20 Lateral and Subjacent support. Second paragraph:

21 "At common law the excavator who denied his
22 neighbor lateral or subjacent support for his property was
23 subject to strict liability." The excavator. And when
24 you read the cases, Marin Municipal Water District, which
25 was cited by Judge Haines, that was an excavation case.

1 Again, citing to the plaintiffs' brief and the case law
2 they cited, next paragraph, "If the excavator complies
3 with requirements of Civil Code 832, the common law rule
4 of strict liability does not apply."

5 When you go to the next page in the moving
6 papers, top of the page, page 147, under Section 832, 1,
7 "The excavator must give notice" -- couple lines down --
8 "the excavator's liability is determined" -- next
9 paragraph -- "when a excavator is intended to be deeper
10 than the foundation" -- sorry, "excavation." Next
11 paragraph. Next paragraph. Next paragraph. Citing case
12 law, all talk about excavation.

13 When I read Plaintiffs' trial brief, which is the
14 more relevant one at this point in time in terms of their
15 argument regarding, quote, "strict liability" and common
16 law rule, you go to Miller, 17:19 section, as touched upon
17 by counsel. Second line, "Common law rule of absolute
18 liability," period. "An excavator's liability arises
19 from" -- and it goes from there. Next paragraph, "At
20 common law, a property owner has an absolute right to
21 lateral support in all circumstance and a,
22 C-O-T-E-R-M-I-N-O-U-S, owner who excavated on his
23 property," and it goes on from there.

24 Next line, "An excavating owner acted at his own
25 peril and was liable for all damages" -- goes on from

1 there. Fourth paragraph, "The rule of absolute liability
2 does not apply to improvements," period. "The common law
3 rule of absolute liability applies only to the protection
4 of adjoining land" -- line continues. The next line in
5 the same paragraph, "The excavator is not liable for
6 damages" -- it goes on. Next paragraph, "Under the common
7 law rule, an excavating owner is not liable if the
8 adjoining land" -- it goes on from there.

9 Each of those paragraphs cites to a case. Some
10 of the cases were cited within the moving papers by the
11 plaintiff. I've read and considered those cases going
12 back to the 1946 case that we touched upon last week,
13 again, that was an excavation case. So I read all these
14 cases in Miller, and yesterday was a long day, but it is
15 what it is.

16 And, well, counsel cites and puts in quotes,
17 common law rule liability, in particular page 5, line 16
18 and 17: "As the Court of Appeal held in Wharam,
19 W-H-A-R-A-M, comma, the absolute right to lateral support
20 is, quote, 'incident to the land itself,' close quote, and
21 exists with or without excavation." And Plaintiffs' cite
22 to Wharam, 58 Cal.2nd, page 346, citing a particular page,
23 349.

24 Wharam was an excavation case, and to say that
25 this common law right exists with or without excavation,

1 case law does not follow that. Case law does not match
2 that. And that is why the request to instruct the jury
3 that there's, quote, "strict liability" or a form of
4 strict liability, that request is denied.

5 And lastly, touch upon the other big case cited
6 by Plaintiffs' counsel, Sager, S-A-G-E-R, vs. O'Connell,
7 O, apostrophe, -C-O-N-N-E-L-L, a 1944 case, 67 Cal.2d,
8 page 27, that also was an excavation case. And the
9 standard was negligence, not strict liability.

10 Now, don't need to beat a dead horse with this.
11 Page 6, moving papers, Exhibit A, citing to the Miller and
12 Starr -- Starr is S-T-A, two R's, -R-R -- real estate
13 book, line 23, "What has been modified is that a
14 landowner," ellipse, ellipse, ellipse, "is permitted to
15 excavate free from" -- and it goes on from there. So the
16 Court respectfully disagrees with the analysis by
17 Plaintiff that Miller and Starr makes it clear that,
18 quote, "strict liability," close quote, still applies to
19 the removal of lateral support not involving excavation.

20 Does negligence still apply? Yes. Whether it's
21 under 832 or the owner of a wall barrier, if they're still
22 negligent, yes, the jurors will be informed of that and
23 liability can be had. But to say it's strict liability if
24 then, Court disagrees based upon the law and case law.

25 We do not need to make a distinction between

1 "negligence" and "negligence per se" at this time. I'm
2 still working on that. I don't think I can agree with
3 Mr. Radcliffe in terms of the interrogatories and things
4 of that nature making negligence per se, but I still have
5 to research that point. But I spent most of my time
6 yesterday and over the past few days since this has been
7 coming up, including when the motions in limine were
8 filed, to figure out if the law is a strict liability for
9 acts of God, essentially. And I disagree with that.

10 Okay. All right. Anything else before the jury
11 comes in, sir, and not on this particular point?

12 MR. BLUM: Yes, your Honor.

13 THE COURT: Go ahead.

14 MR. BLUM: Given the Court's ruling and given
15 that we have dismissed our first two causes of action, it
16 might make sense for Mr. Radcliffe to make a motion to
17 dismiss our case. Sometimes it is the case -- and I
18 learned this early on in my career in antitrust cases --
19 we sometimes try cases for appeal. We sometimes --
20 sometimes that's just the way things work, and this is an
21 important appellate issue. It's an important legal issue.
22 We respect your Honor's opinion on this, but we just
23 happen to disagree with it.

24 THE COURT: Fair enough.

25 MR. BLUM: We think that it's an important issue

1 for the entire state. We think that we are well founded
2 in the history of the law and that when extensive briefing
3 is done and addressed by the court -- I say broadly
4 speaking -- we think that we will prevail, and we would
5 like to test that. So I --

6 THE COURT: Can I ask a question? And you're not
7 going to hurt my feelings, I swear. Have you had a trial
8 court instruct a jury in such a manner? And it's -- you
9 can take the Fifth also. I'm just curious about it
10 because I appreciate your briefing and to your point, you
11 know, we disagree on this particular point. But have you
12 had a trial court -- because I looked for non-published
13 cases also. Westlaw can be a great thing in so many ways.
14 But I looked for non-published case up and down the State,
15 and I couldn't find anything one way or the another per
16 se.

17 MR. BLUM: You know, I can't really say one way
18 or the other because I've been doing this for such a long
19 time, and there's so many different types of cases. Some
20 are landslides, and some are wall failures, and some are
21 subsidence and so on. So the answer is maybe. I don't
22 know. I can't remember.

23 THE COURT: Okay. That's fair. I'm not holding
24 it against you. I'm just curious. Finish your thought,
25 sir.

1 MR. BLUM: So if Mr. Radcliffe would like to make
2 the proper motion, perhaps we will be done today and be
3 back in a year.

4 THE COURT: Or not.

5 MR. BLUM: Or not. Who knows.

6 THE COURT: And so I'm clear, sir, so the record
7 is clear as possible, you're not pushing, asking the Court
8 to even pursue it on a negligence theory?

9 MR. BLUM: It's not alleged anymore, your Honor.
10 It's -- we are -- it's strict liability or nothing at this
11 point.

12 MR. HO: Your Honor, if I may clarify.

13 THE COURT: Sure.

14 MR. HO: I'm looking at the First Amended
15 Complaint. If you look at the remaining sole cause of
16 action, third cause of action, it doesn't allege
17 negligence. So it's entirely based on strict liability.

18 THE COURT: Well, the reason I ask, though, is
19 because it was Judge Haines' ruling that while labels
20 don't matter, it seemed by denying the motion to dismiss
21 on the pleadings, he said negligence could still be a
22 theory under Cause Of Action No. 3.

23 MR. BLUM: His ruling says, quote, "At a minimum,
24 Plaintiffs stated -- at a minimum, Plaintiffs stated a
25 cause of action for negligence and the title of the third

1 cause of action may be disregarded." The point being that
2 he did leave in Section 832, and I guess it's being
3 relitigated now and this part is coming arguably to a
4 different conclusion. So be it. You know, we'll have it,
5 you know, decided by the system.

6 THE COURT: Understood.

7 Mr. Radcliffe, your position, sir?

8 MR. RADCLIFFE: I agree with the Court, and I
9 will --

10 THE COURT: Lean in for Ms. Bellen. I've been
11 giving her a hard time because I haven't been speaking
12 into the mic, so help her.

13 MR. RADCLIFFE: I'm in agreement with the Court.
14 I'll keep it brief. It's their case. If they want to
15 make a dismissal, their cause of action, they are more
16 than welcome to.

17 MR. BLUM: We are not dismissing the cause of
18 action, your Honor. We're asking or suggesting that
19 either Mr. Radcliffe make a motion for judgment or the
20 Court do it sua sponte. We're not going to do it. We
21 oppose it, but it still needs to be done.

22 THE COURT: Understood. I saw the subtle
23 difference.

24 So, Mr. Radcliffe, how do you wish to proceed,
25 sir?

1 MR. RADCLIFFE: Sure. I'll ask for judgment in
2 favor of Defendant and against Plaintiffs.

3 THE COURT: State that phrase one more time.

4 MR. RADCLIFFE: Defendant is asking the Court to
5 enter a judgment in favor of Defendant Mary Coulten on all
6 claims and against Plaintiffs, all plaintiffs, on all
7 claims.

8 MR. BLUM: There's only one claim.

9 THE COURT: Only one claim; am I correct? All
10 right.

11 Plaintiffs, are you prepared to accept that, as
12 stated by Mr. Radcliffe?

13 MR. BLUM: Well, obviously, we oppose it, but
14 c'est la vie.

15 THE COURT: All right. And you gentlemen know
16 even better than I do. Words matter; phrasing matters,
17 so.

18 MR. BLUM: Let me be clear about one thing:
19 Mr. Radcliffe said, I believe, he is moving for judgment
20 on all claims, which I take to mean causes of action, but
21 we have previously dismissed with prejudice Causes of
22 Action 1 and 2. Therefore, his motion must be directed
23 only to Cause of Action No. 3 in the First Amended
24 Complaint.

25 MR. RADCLIFFE: And what I meant by that would be

1 all remaining claims. Maybe I should be more specific.

2 MR. BLUM: Well, there's only one remaining
3 claim, your Honor.

4 THE COURT: It's okay, gentlemen.

5 All right. Over Plaintiffs' objection, Defense
6 motion is granted, dismiss the last cause of action,
7 No. 3. I'll leave it at that.

8 All right. Any other dangling issues from
9 Plaintiffs' side?

10 MR. BLUM: Excuse me, your Honor.

11 THE COURT: Sure. Take your time.

12 (An attorney/client discussion was held.)

13 MR. BLUM: No, your Honor.

14 THE COURT: Any dangling issues from the defense
15 side?

16 MR. RADCLIFFE: No. Thank you for your time.

17 THE COURT: All right. All of you be well. It
18 was a learning experience, and I'll keep my eye on any
19 appellate matters. My unit's not involved, that's what
20 they're there for, and I'll happily follow their lead.

21 All right. Everybody be well.

22 MR. RADCLIFFE: Your Honor, I assume there will
23 be -- the Court will enter some type of written judgment,
24 and it will be on file in some period of time, short
25 order?

1 MR. HO: Mr. Radcliffe can send a proposal.

2 MR. RADCLIFFE: I can send a proposal. Or either
3 way. That's why I'm trying to clarify.

4 THE COURT: On this record, why don't you send a
5 proposal. Send it to counsel and send it to the Court.
6 And then if I have to, I will modify it. But if you want
7 to do a proposal, that will be great.

8 MR. RADCLIFFE: Thank you, your Honor.

9 (Whereupon proceedings concluded at 10:08 AM)

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REPORTER'S CERTIFICATE

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I, ELLEN VALENTINE BELLEN, CSR NO. 9575, a Certified Shorthand Reporter of the State of California, do hereby certify that the foregoing proceedings in the within-entitled cause were reported by me, a disinterested person, and thereafter transcribed under my direction into typewriting and is a true and correct transcription of said proceedings.

I further certify that I am not of counsel or attorney for either or any of the parties in the foregoing proceedings and caption named, nor in any way interested in the outcome of the cause named in said caption.

Dated the 12th of November, 2024.

A handwritten signature in black ink, appearing to read 'Ellen Valentine Bellen', written over a horizontal line.

ELLEN VALENTINE BELLEN, CSR NO. 9575

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11-something 5:15	<hr/>	94118-1125 2:11	agree 15:5 30:12 39:2 42:8
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1280 24:22	<hr/>	95670 2:7	agreeing 14:22
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14.1 32:20	415-328-6644 1:22	9:03 4:2	agrees 14:23 35:3
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