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SAMSUNG ELECTRONICS AMERICA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JERRY DAGRELLA, an individual,

Plaintiff,

v.

SAMSUNG ELECTRONICS AMERICA, INC., a New York Corporation doing business in the State of California; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CVCO2405948

Assigned to the Hon. Laura Garcia
Dept. C1

DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.'S RESPONSE TO PLAINTIFF'S EVIDENTIARY OBJECTIONS TO EXHIBITS; DECLARATION OF EVAN C. MOREHOUSE IN SUPPORT THEREOF

Date: June 2, 2025
Time 8:30 a.m.
Dept.: C-1

[Limited Civil Case]

Complaint Filed: September 5, 2024
Amended Complaint Filed: October 7, 2024

RESPONSES TO PLAINTIFF'S EVIDENTIARY OBJECTIONS TO EXHIBITS

Defendant Samsung Electronics America, Inc.'s ("SEA") hereby submits the following responses to the evidentiary objections submitted by Plaintiff Jerry Dagrella ("Plaintiff") to exhibits attached to the Declaration of Jennifer C. Cooper ("Cooper Decl.") in support of SEA's Opposition to Plaintiff's Motion for Summary Judgment or, in the Alternative, Summary Adjudication of the Issues ("Motion").

PRELIMINARY STATEMENT

California precedent does not support Plaintiff's authenticity objections. In *Hooked Media Grp., Inc. v. Apple Inc.* (2020) 55 Cal.App.5th 323, the Court of Appeal overruled nearly identical objections as those made by Plaintiff here. There, the plaintiff appealed the trial court's order overruling its objections to defendant Apple's documentary evidence, arguing that a sworn statement from Apple's counsel that the documents had been produced during discovery did not adequately authenticate the documents under the Evidence Code. (*Id.* at 337-338.) Having "found no error in the admission of Apple's evidence" at the summary judgment stage, the Court of Appeal affirmed the trial court's order and rejected the argument that "an attorney's declaration that documents were obtained through discovery can never suffice for authentication." (*Id.*) In applying Evidence Code § 1400, the Court of Appeal held that Apple's documents were properly authenticated "both by the attorney's statement that they had been produced in discovery and by their form, which indicates authenticity." (*Id.* at 338.) The Court of Appeal explained that "[a]s with any other fact, the authenticity of a document can be established by circumstantial evidence." (*Id.*) Upon reviewing Apple's documents, it concluded that there was nothing that casted doubt on the authenticity of the documents because the documents themselves bore "clear indicia that they [were] what Apple claims they [were]." (*Id.*) Insofar as Plaintiff argues that an attorney's declaration is never sufficient to authenticate documents produced in discovery for purposes of summary judgment, the Court of Appeal's published decision in *Hooked Media* forecloses this argument. As detailed below in SEA's specific responses to Plaintiff's objections, Exhibits 1, 2, 3, 4, 5, 6 and 8 are authenticated by various methods available under California law. The authority cited by Plaintiff does not otherwise support sustaining his evidentiary objections.

First, Plaintiff cites *DiCola v. White Bros. Performance Prods., Inc.* (2008) 158 Cal.App.4th 666 to support his argument that SEA's counsel cannot authenticate certain exhibits because, in that case, the

"attorney declaration submitted with opposite to summary judgment" was rejected. (Plaintiff's May 14, 2025 Objections, at 1:10-12.) In *DiCola*, the trial court granted summary judgment in favor of defendants in a product liability action because the plaintiff did not create a triable issue of material fact showing that the defendant placed the alleged defective product into the stream of commerce. (158 Cal.App.4th at 668.) The plaintiff appealed, arguing that it raised a triable issue of fact by submitting a declaration from its attorney which attached a product label and instruction sheet to prove that the product was manufactured by the defendant. (*Id.* at 679-680.) The statements in the attorney's declaration were recitations of the information stated in the product label and instruction sheet and plaintiff offered its attorney's statements to prove the truth of these statements. (*Id.* at 680.) Distinguishing such statements from those that would be within the attorney's knowledge, the *DiCola* court held that the trial court properly excluded the attorney's declaration because the statements therein were inadmissible double hearsay offered to prove the truth of the matter asserted. (*Id.* at 680-681.) The *DiCola* court stated that the attorney's declaration was "not shown to fall within any possible hearsay exception" because the plaintiff did not argue that its attorney's statements fell within a recognized hearsay exception. (*Id.*)

The Cooper Decl., by contrast, does not recite the information contained in Exhibits 1, 2, 3, 4, 5, 6 and 8. For each exhibit, rather, the declaration includes a brief description of the document, states that the document was "produced to Plaintiff in discovery" and provides the Bates-numbering for each document. (Cooper Decl., ¶¶ 2-7, 9.) Plaintiff cannot dispute that SEA's counsel has personal knowledge about which documents have been produced in this case and the Bates-numbering for each document. Moreover, the brief description of each document in the Cooper Decl. is not offered to prove the truth of the matter asserted. (Evid. Code, § 1200.) To the extent Plaintiff contends that each exhibit he objects to is hearsay (which they are not), SEA's specific responses to each objection below explain why each exhibit falls within a recognized hearsay objection under the Evidence Code. In short, *DiCola* is readily distinguishable and does not support sustaining Plaintiff's evidentiary objections.

<u>Second</u>, Plaintiff cites *Sanchez v. Hillerich & Bradsby Co.* (2002) 104 Cal.App.4th 703 to support his argument that SEA's counsel cannot authenticate the exhibits because, in that case, an "attempt to authenticate client records via attorney declaration" was rejected. (Plaintiff's May 14, 2025 Objections, at 1:12-13.) In *Sanchez*, the plaintiff filed a lawsuit against the NCAA and others for injuries he suffered

when struck by a line drive hit by an aluminum bat. (104 Cal.App.4th at 706-707.) In support of its motion for summary judgment, the NCAA submitted 29 exhibits supported by a declaration from its general counsel. (*Id.* at 719-720.) The general counsel's declaration stated, in relevant part, that he was "familiar with the documents, events, and issues relating to the use of non-wood bats in the game of baseball having represented the NCAA in several matters relating to bats, having deposed or interviewed most of the knowledgeable individuals on the bat issues, and having read the relevant literature on bat issues" before stating "[a]ttached hereto are true and correct copies of the Exhibits to the NCAA's Memorandum of Points and Authorities in Support of Motion for Summary Judgment" before listing the titles of the 29 exhibits. The declaration did not state that the general counsel was the custodian of the exhibits and did not otherwise contain evidence to establish their trustworthiness or the requirements of the business record hearsay exception. (*Id.* at 720.) Only after the trial court took the matter under submission did the NCAA submit a declaration of the custodian of records authenticating the exhibits. (*Id.* at 719, n. 1.) Under these facts, the *Sanchez* court held that the trial court correctly ruled that the exhibits were inadmissible. (*Id.* at 720.) Plaintiff's reliance on *Sanchez* is misplaced. The Cooper Decl. is submitted by SEA's counsel of record in the above-captioned lawsuit and not its general counsel. Nor does the Cooper Decl. attempt to authenticate Exhibits 1, 2, 3, 4, 5, 6 and 8 based on its counsel's prior representation of SEA in other breach of warranty lawsuits. Instead, the Cooper Decl. attaches the verified discovery responses from Plaintiff and SEA and other documents to authenticate the exhibits in the various manners authorized by the Evidence Code. (Evid. Code, §§ 1410–1421.) *Sanchez* is therefore distinguishable and does not support sustaining Plaintiff's evidentiary objections.

Third, Plaintiff cites the Rutter Guide's California Civil Procedure Before Trial Practice Guide. (Plaintiff's May 14, 2025 Objections, at 1-9:10.) The portion of the Rutter Guide cited by Plaintiff states: "Declarations by attorney for moving party: Such declarations are sufficient only if the facts stated are matters of which the attorney would be presumed to have knowledge; e.g., matters occurring during the course of the lawsuit. Otherwise, the declaration lacks the 'personal knowledge' required on a motion for summary judgment." (Cal. Prac. Guide Civ. Pro. Before Trial (Rutter Guide 2025), Ch. 10-C at ¶ 10:115.) The Rutter Guide then provides the following example statement from an attorney's declaration that would be hearsay and insufficient for summary judgment: "I am the attorney for the moving party. I have

conducted an investigation of the facts of this case, and have discussed the case in detail with my client, who if sworn as a witness would testify competently to each of the following facts." (*Id.* at ¶ 10:116.) The Cooper Decl. is entirely dissimilar from the Rutter Guide's example. It does not state facts that SEA's counsel learned from SEA and does not identify someone else who, if sworn as a witness, would testify competently to the facts stated therein. Rather, the only "facts" stated in the Cooper Decl. are matters that occurred "during the course of the lawsuit" for which SEA's counsel has personal knowledge, including the fact that each exhibit was "produced to Plaintiff in discovery" with a given Bates-number. (Cooper Decl., ¶¶ 2-7, 9.) In sum, the Rutter Guide does not support sustaining Plaintiff's evidentiary objections.

SEA'S SPECIFIC RESPONSES TO PLAINTIFF'S OBJECTIONS TO EXHIBITS

1. Exhibit 1 (Limited Warranty)

Plaintiff's Grounds for Objection 1: Not properly authenticated, hearsay. Attorney lacks foundation or personal knowledge to properly authenticate documents from Samsung or Service Quick, Inc. (Evid. Code §§ 400-403, 702, 1200 & 1401). (Weil & Brown, California Practice Guide: Civil Procedure Before Trial (The Rutter Group 2021), ¶ 10:115; *Di-Cola v. White Bros. Performance Products, Inc.* (2008) 158 Cal.App.4th 666, 679 [rejecting attorney declaration submitted with opposite to summary judgment]; *Sanchez v. Hillerich & Bradsby Co.* (2002) 104 Cal.App.4th 703, 720.) [rejecting attempt to authenticate client records via attorney declaration].)

SEA's Response to Objection 1: SEA incorporates the Preliminary Statement as though fully set forth herein. Exhibit 1 is a true and correct copy of the Limited Warranty, which SEA produced to Plaintiff in response to his First Set of Requests for Production and is Bates-stamped SEA00000037 to SEA00000040. (Cooper Decl., ¶ 2.)

Plaintiff's Authentication Objection Should Be Overruled. California precedent forecloses Plaintiff's objection insofar as he contends that an attorney declaration is never sufficient to authenticate documents produced in discovery for purposes of summary judgment. (*Hooked Media*, 55 Cal.App.5th at 337-338.) Furthermore, Plaintiff's objection to Exhibit 1 should be overruled because the authenticity of this document can be established by Plaintiff's own evidence offered in support of his Motion. (*Jazayeri v. Mao* (2009) 174 Cal.App.4th 301, 321 [explaining a document is authenticated when "sufficient evidence has been produced to sustain a finding that the document is what it purports to be" and that "the content of

a document itself may serve as evidence that it is authentic"].) In his sworn declaration, Plaintiff states that Exhibit A attached thereto is a "true and correct copy of the Samsung warranty provided with my purchase." (Declaration of Jerry Dagrella ("Dagrella Decl."), ¶ 2; see Evid. Code § 1414 [stating a writing may be authenticated by evidence that the party against whom it is offered has at any time admitted its authenticity or has been acted upon as authentic by the party against whom it is offered].) Exhibit A attached to his declaration is an incomplete copy of the Limited Warranty, which is identical to the second page of Exhibit 1 [SEA00000038] attached to the Cooper Declaration. (Compare Dagrella Decl., Ex. A with Cooper Decl., Ex. 1.) The page number of Plaintiff's Exhibit A is listed as page 61, the small print on the bottom left corner reads "Untitled-61 61" and the small print on the bottom right corner reads "2023-12-19(X) [X][X] 30:00:44." (Dagrella Decl., Ex. A.) The same information appears on the bottom of each page of Exhibit 1 and the pages are sequentially ordered from 61 to 63. (Cooper Decl., Ex. 1.) This alone suffices to establish Exhibit 1's authenticity. (*Ramos v. Westlake Servs. LLC* (2015) 242 Cal.App.4th 674, 684-85 [holding the trial court did not abuse its discretion in admitting a translated document where the translation was "virtually identical in form, appearance, and language to" to the translation the opposing party admitted it received].)

Furthermore, Plaintiff's objection ignores that the authenticity of the Limited Warranty contained in Exhibit 1 was verified by SEA in its supplemental responses to Plaintiff's Form Interrogatories – which are attached to the Cooper Decl. as Exhibit 7. In its verified response to Form Interrogatory No. 150.1, SEA states: "In accordance with Plaintiff's meet and confer letter, dated February 1, 2025, the term "agreement" used in this Interrogatory refers to the express limited warranty applicable to Plaintiff's dryer. Pursuant to Code of Civil Procedure § 2030.230, Responding Party directs Plaintiff to the documents, Bates-stamped SEA00000037 through SEA00000040, that Responding Party concurrently produced with its supplemental responses to these Interrogatories." (Cooper Decl., Ex. 7 at 16, 25.) SEA also verified the authenticity of this document in its verified supplemental responses to Plaintiff's First Set of Requests for Production, which were served on Plaintiff five days before the Motion was filed on February 26, 2025. (Declaration of Evan C. Morehouse ("Morehouse Decl."), Ex. 1 at 7, 11-13.) The Court should therefore overrule Plaintiff's authenticity objection to Exhibit 1 in its entirety because SEA has properly authenticated the Limited Warranty.

Plaintiff's Hearsay Objection Should Be Overruled. "[D]ocuments containing operative facts, such as the words forming an agreement, are not hearsay." (*J&A Mash & Barrel, LLC v. Superior Court* (2022) 74 Cal.App.5th 1, 18-19 [operative facts draw their significance from having been said or written regardless of whether they are true, and such facts lie outside the hearsay rule], citation omitted; *Bank of Am. Nat'l Tr. & Sav. Asso. v. Taliaferro* (1956) 144 Cal.App.2d 578, 581-82 ["The objection that the contract with the assignment was hearsay was correctly overruled. Utterances, written or oral, which are not merely statements or assertions offered as evidence of the truth of what is stated, but acts in themselves constituting legal results in issue in the case, like in our case the conclusion of the conditional sales contract and the assignment do not come under the hearsay rule."].) The Limited Warranty in Exhibit 1 contains the operative facts necessary to resolve Plaintiff's first and second causes of action for breach of warranty. As such, the Limited Warranty is not hearsay and Plaintiff's objection should be overruled. Even if the Limited Warranty could be deemed hearsay, it falls within the business record exception. (Evid. Code, § 1271.)

2. Exhibit 2 (Photographs taken by Service Quick, Inc.)

Plaintiff's Grounds for Objection 2: Not properly authenticated, hearsay. Attorney lacks foundation or personal knowledge to properly authenticate documents from Samsung or Service Quick, Inc. (Evid. Code §§ 400-403, 702, 1200 & 1401). Same authorities as cited in Objection 1.

SEA's Response to Objection 2: SEA incorporates the Preliminary Statement as though fully set forth herein. Exhibit 2 are true and correct copies of photographs taken by Service Quick, Inc.'s technician's at Plaintiff's residence on September 4, 2024, which SEA produced to Plaintiff in response to his First Set of Requests for Production and are Bates-stamped SEA00000009 through SEA00000011, SEA00000016 through SEA00000017, and SEA00000025 through SEA00000026. (Cooper Decl., ¶ 3.)

Plaintiff's Authentication Objection Should Be Overruled. California precedent forecloses Plaintiff's objection insofar as he contends that an attorney declaration is never sufficient to authenticate documents produced in discovery for purposes of summary judgment. (*Hooked Media*, 55 Cal.App.5th at 337-338.) Furthermore, SEA has laid the proper foundation to authenticate the photographs contained in Exhibit 2 to the Cooper Decl. A photograph is typically authenticated "by showing it is a fair and accurate representation of the scene depicted." (*People v. Goldsmith* (2014) 59 Cal.4th 258, 267.) The California Supreme Court has made clear that this foundation "need not be supplied by the person taking the

photograph or by a person who witnessed the event being recorded." (*Id.* at 268.) Rather, it "may be supplied by other witness testimony, circumstantial evidence, content and location" and "by any other means provided by law," including a statutory presumption. (*Id.*)

Section 1553 of the Evidence Code states that: "[a] printed representation of images stored on a video or digital medium is presumed to be an accurate representation of the images it purports to represent. This presumption is a presumption affecting the burden of producing evidence. *If a party to an action introduces evidence that a printed representation of images stored on a video or digital medium is inaccurate or unreliable*, the party introducing the printed representation into evidence has the burden of proving, by a preponderance of evidence, that the printed representation is an accurate representation of the existence and content of the images that it purports to represent." (Evid. Code, § 1553(a), emphasis added.) Because Plaintiff does not offer any evidence showing how the photographs contained in Exhibit 2 are "inaccurate or unreliable" as required to rebut this presumption, SEA is not required to introduce evidence to prove that the photographs are an accurate representation of what they purport to represent. Thus, the content of the photographs and SEA's verified responses to Plaintiff's First Set of Requests for Production are more than sufficient to authenticate the photographs contained in Exhibit 2.

In Request for Production No. 3, Plaintiff asked SEA to produce a "copy of all photographs taken at Plaintiff's residence by the service technician who worked on Plaintiffs dryer on September 4, 2024." (Morehouse Decl., Ex. 1 at 4.) In its verified supplemental response to Request for Production No. 3, SEA "directs Plaintiff to the photographs, Bates-stamped SEA00000008 through SEA00000027, concurrently produced with these supplemental responses to these Requests." (*Id.* at 5.) SEA also verified the authenticity of the photographs in its supplemental response to Plaintiff's Form Interrogatory No. 112.4. (Cooper Decl., Ex. 7 at 7-8, 25 ["Responding Party directs Plaintiff to the documents and photographs, Bates-stamped SEA00000001 through SEA00000036, that Responding Party concurrently produced with its responses to Plaintiff's Requests for Production, Set One."].) By serving Request for Production No. 3, Plaintiff cannot dispute that Service Quick, Inc.'s technician took photographs at his residence on September 4, 2024. (Evid. Code, § 1414.) That Service Quick, Inc.'s technician did not authenticate the photographs himself is of no consequence. (*Goldsmith*, 59 Cal.4th at 268.) The Court should overrule Plaintiff's objection because the photographs have been authenticated in accordance with California law.

Plaintiff's Hearsay Objection Should Be Overruled. The photographs contained in Exhibit 2 to the Cooper Decl. are not hearsay. California courts "have long approved the substantive use of photographs as essentially a 'silent witness' to the content of the photographs. (*Goldsmith*, 59 Cal.4th at 267.) To "hold otherwise would illogically limit the use of a device whose memory is without question more accurate and reliable than that of a human witness." (*People v. Bowley* (1963) 59 Cal.2d 855, 860.)"Hearsay" is "evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter stated." (Evid. Code, § 1200(a).) The Evidence Code defines "statement" as an "oral or written verbal expression" or "nonverbal conduct of a person intended by him as a substitute for oral or written verbal expression." (Evid. Code, § 225.) The California Supreme Court has repeatedly held that photographs are not "statements" and therefore are not hearsay. (See, e.g., *People v. Nadey* (2024) 16 Cal.5th 102, 162-63; *People v. Leon* (2015) 61 Cal.4th 569, 603; *Goldsmith*, 59 Cal.4th at 274.) Thus, the Court should overrule Plaintiff's hearsay objection to Exhibit 2 because the photographs contained therein do not qualify as hearsay under settled California law.

3. Exhibit 3 (Call and text message logs.)

Plaintiff's Grounds for Objection 3: Not properly authenticated, hearsay. Attorney lacks foundation or personal knowledge to properly authenticate documents from Samsung or Service Quick, Inc. (Evid. Code §§ 400-403, 702, 1200 & 1401). Same authorities as cited in Objection 1.

SEA's Response to Objection 3: SEA incorporates the Preliminary Statement as though fully set forth herein. Exhibit 3 is a true and correct copy of the call and text message logs, which SEA produced to Plaintiff in response to his First Set of Requests for Production and is Bates-stamped SEA00000001 through SEA00000007. (Cooper Decl., ¶ 4.)

Plaintiff's Authentication Objection Should Be Overruled. California precedent forecloses Plaintiff's objection insofar as he contends that an attorney declaration is never sufficient to authenticate documents produced in discovery for purposes of summary judgment. (*Hooked Media*, 55 Cal.App.5th at 337-338.) Indeed, there is "no strict requirement as to how a party authenticates a writing" under California law. (*Ramos*, 242 Cal.App.4th at 684; Evid. Code, § 1410 ["Nothing in this article shall be construed to limit the means by which a writing may be authenticated or proved."].) "Circumstantial evidence, content and location are all valid means of authentication." (*People v. Smith* (2009) 179 Cal.App.4th 986, 1001.)

The Court should overrule Plaintiff's objection because SEA has laid the proper foundation to authenticate the call and text message logs in Exhibit 3.

Section 1414 of the Evidence Code states that "a writing may be authenticated by evidence that: (a) [t]he party against whom it is offered has at any time admitted its authenticity; or (b) [t]he writing has been acted upon as authentic by the party against whom it is offered." (Evid. Code, § 1414.) The evidence here reflects that Plaintiff acknowledged and acted upon to the call and text message logs in Exhibit 3 as authentic before filing his evidentiary objections. On April 11, 2025, Plaintiff served his verified responses to SEA's First Set of Requests for Production. (Cooper Decl., Ex. 18.) In his verified response to Request for Production No. 5, Plaintiff identified the communications "which appear in [SEA's] customer care notes" and directly quotes from the documents contained in Exhibit 3. (*Id.* at 3.) Further, Plaintiff admits in his declaration that he communicated with the individuals referenced in Exhibit 3. (Dagrella Decl., ¶ 6.)

The allegations in the Complaint and First Amended Complaint are circumstantial evidence of the authenticity of the call and text message logs in Exhibit 3. (Cooper Decl., Ex. 9 at ¶ 11, Ex. 10 at ¶ 12.) The phone number listed for Plaintiff in the call and text message logs is the same phone number listed for Plaintiff in the caption page of his evidentiary objections, which further authenticates Exhibit 3. That Exhibit 3 contains communications sent by Plaintiff likewise authenticates the call and text message logs. (Evid. Code, § 1420 ["A writing may be authenticated by evidence that the writing was received in response to a communication sent to the person who is claimed by the proponent of the evidence to be the author of the writing."].) Furthermore, the authenticity of Exhibit 3 was verified by SEA in its supplemental responses to Plaintiff's Requests for Production Nos. 1 and 2. (Morehouse Decl., Ex. 1 at 3-4, 13.) The Court should therefore overrule Plaintiff's authenticity objection to Exhibit 3 in its entirety.

Plaintiff's Hearsay Objection Should Be Overruled. Insofar as the call and text message logs contain statements made by Plaintiff, such statements are party admissions and not inadmissible by the hearsay rule. (Evid. Code, § 1220.) Moreover, SEA relies on Exhibit 3, in part, to prove that Plaintiff knew that Service Quick, Inc. is a separate and distinct entity from SEA to negate his ostensible agency theory in support of his negligence claim. When offered for this purpose, Exhibit 3 is not hearsay because it is not offered to prove the truth of the matter asserted. (Evid. Code, § 1200; *Caro v. Smith* (1997) 59 Cal.App.4th 725, 733 [an out-of-court statement can be properly admitted for a relevant non-hearsay purpose, such as

to show a warning, admonition, or notice, because it is not offered for the truth of the matter asserted]; *Magnolia Square Homeowners Assn. v. Safeco Ins. Co.* (1990) 221 Cal.App.3d 1049, 1057 [evidence that plaintiff had notice was admissible to show plaintiff's knowledge].) SEA also relies on Exhibit 3 to prove the dates and times of Plaintiff's communications before and after he filed the lawsuit. When offered for this purpose, Exhibit 3 is similarly not hearsay because it is not being offered to prove the truth of the matter asserted. Plaintiff's reliance on the call and text message logs in Exhibit 3 to support his claims—as reflected in his declaration, verified discovery responses, and allegations in the Complaint and First Amended Complaint—make Exhibit 3 admissible as an adoptive admission under Evidence Code section 1221. (*Jazayeri*, 174 Cal.App.4th at 326.) In addition, Exhibit 3 falls within the business record exception to hearsay. (Evid. Code, § 1271.)

4. Exhibit 4 (Service Quick, Inc.'s Service Ticket form.)

Plaintiff's Grounds for Objection 4: Not properly authenticated, hearsay. Attorney lacks foundation or personal knowledge to properly authenticate documents from Samsung or Service Quick, Inc. (Evid. Code §§ 400-403, 702, 1200 & 1401). Same authorities as cited in Objection 1.

SEA's Response to Objection 4: SEA incorporates the Preliminary Statement as though fully set forth herein. Exhibit 4 is a true and correct copy of Service Quick, Inc.'s Service Ticket, which SEA produced to Plaintiff in response to his First Set of Requests for Production and is Bates-stamped SEA00000047. (Cooper Decl., ¶ 5.)

Plaintiff's Authentication Objection Should Be Overruled. California precedent forecloses Plaintiff's objection insofar as he contends that an attorney declaration is never sufficient to authenticate documents produced in discovery for purposes of summary judgment. (*Hooked Media*, 55 Cal.App.5th at 337-338.) There is "no strict requirement as to how a party authenticates a writing" under California law. (*Ramos*, 242 Cal.App.4th at 684; Evid. Code, § 1410.) "Circumstantial evidence, content and location are all valid means of authentication." (*Smith*, 179 Cal.App.4th at 1001.) The Court should overrule Plaintiff's objection because SEA has laid the proper foundation to authenticate Exhibit 4.

The content of the Service Ticket is sufficient to authenticate Exhibit 4 when compared to Plaintiff's allegations, verified discovery responses, and his declaration. The "Customer Information" in the Service Ticket (i) lists Plaintiff's name, address, and phone number; (ii) identifies the Model Number and Serial

Number for the dryer Plaintiff purchased from SEA; (iii) identifies the ticket issue date as September 2, 2024; (iv) lists the Ticket Number as 4177784179; and (v) identifies the appointment date as September 4, 2024. (Cooper Decl., Ex. 4.) This information is identical to the information stated in Plaintiff's verified discovery responses and sworn declaration. (Cooper Decl., Ex. 11 at 2-3, 5-6, 8-10, 13; Dagrella Decl., ¶¶ 2-5.) The "Service Information" identifies John Duik Lee as the technician who arrived at Plaintiff's residence on September 4, 2024 and states that the claimed defect in the dryer is "noise." (Cooper Decl., Ex. 4.) This is likewise consistent with Plaintiff's verified discovery responses, sworn declaration, and his allegations. (Cooper Decl., Ex. 9 at ¶¶ 8-10, Ex. 10 at ¶¶ 9-11, Ex. 11 at 2-11; Dagrella Decl., ¶¶ 3-5.) The information on the Service Ticket related to Service Quick, Inc. has been verified by SEA in its verified supplemental responses to Plaintiff's Form Interrogatories. (Cooper Decl., Ex. 7 at 4-5, 25.) Furthermore, the Service Ticket attached as Exhibit 4 to the Cooper Decl. was produced by SEA in response to Plaintiff's Request for Production No. 4, which asks for "a complete copy of the electronic service record or statement from the technician's mobile device pertaining to the service visit to Plaintiffs residence on September 4, 2024, including but not limited to, the full text of the statement or service record that the technician requested Plaintiff to sign and the electronic signature made on Plaintiffs behalf." (Morehouse Decl., Ex. 1.) Under Evidence Code section 1414, Exhibit 4 is properly authenticated because the Service Ticket has been acted upon as authentic by Plaintiff. (Evid. Code, § 1414.) The content of the Service Ticket and the circumstantial evidence further authenticates Exhibit 4. (*Jazayeri*, 174 Cal.App.4th at 321; *Smith*, 179 Cal.App.4th at 1001.) The Court should therefore overrule Plaintiff's authenticity objection to Exhibit 4 in its entirety.

Plaintiff's Hearsay Objection Should Be Overruled. In its opposition to Plaintiff's Motion, SEA offered Exhibit 4, in part, as proof that Plaintiff had knowledge that Service Quick, Inc. is a separate and distinct entity from SEA to negate his ostensible agency theory in support of his negligence claim. When offered for this purpose, Exhibit 4 is not inadmissible hearsay because it is not offered to prove the truth of the matter asserted. (Evid. Code, § 1200; *Caro*, 59 Cal.App.4th at 733; *Magnolia Square*, 221 Cal.App.3d at 1057.) Plaintiff's statements in his sworn declaration concerning the Service Ticket establishes that it is admissible as an adoptive admission under Evidence Code section 1221. (*Jazayeri*, 174 Cal.App.4th at 326 ["The theory of adoptive admissions expressed in section 1221 "'is that the hearsay declaration is in effect

repeated by the party; his conduct is intended by him to express the same proposition as that stated by the declarant."].) In addition, Exhibit 4 falls within the business record exception to hearsay. (*Id.* at 323 [holding purchase orders are admissible under the business record exception]; Evid. Code, § 1271.)

5. Exhibit 5 (Samsung Service Center Agreement.)

Plaintiff's Grounds for Objection 5: Not properly authenticated, hearsay. Attorney lacks foundation or personal knowledge to properly authenticate documents from Samsung or Service Quick, Inc. (Evid. Code §§ 400-403, 702, 1200 & 1401). Same authorities as cited in Objection 1.

SEA's Response to Objection 5: SEA incorporates the Preliminary Statement as though fully set forth herein. Exhibit 5 is a true and correct copy of the Samsung Service Center Agreement between SEA and Service Quick, Inc., which SEA produced to Plaintiff in response to his First Set of Requests for Production and is Bates-stamped SEA00000048 to SEA00000108. (Cooper Decl., ¶ 6.)

Plaintiff's Authentication Objection Should Be Overruled. California precedent forecloses Plaintiff's objection insofar as he contends that an attorney declaration is never sufficient to authenticate documents produced in discovery for purposes of summary judgment. (*Hooked Media*, 55 Cal.App.5th at 337-338.) There is "no strict requirement as to how a party authenticates a writing" under California law. (*Ramos*, 242 Cal.App.4th at 684; Evid. Code, § 1410.) "Circumstantial evidence, content and location are all valid means of authentication." (*Smith*, 179 Cal.App.4th at 1001.) The Court should overrule Plaintiff's objection because SEA has laid the proper foundation to authenticate the call and text message logs in Exhibit 5.

The content of Exhibit 5 serves as sufficient evidence to sustain a finding that the document is what it purports to be – i.e., a warranty service contract between SEA (a manufacturer) and Service Quick, Inc. (an independent service and repair facility) as contemplated under California's Song-Beverly Act (the "SBA"). When a manufacturer makes express warranties for consumer goods sold in California, to carry out the terms of the warranties, the SBA requires the manufacturer either to (i) maintain its own sufficient California service and repair facilities or (ii) to designate and authorize independent California service and repair facilities that are reasonably close to all areas in California where its consumer goods are sold. (Civ. Code, § 1793.2(a)(1)(A).) "As a means of complying with [§ 1793.2(a)(1)(A)], a manufacturer may enter into warranty service contracts with "independent service and repair facilities." (Civ. Code, §

1793.2(a)(1)(A).) A "service contract" is defined as "a contract in writing to perform, over a fixed period of time or for a specified duration, services relating to the maintenance or repair of a consumer product." (Civ. Code, § 1791(o).) An "independent repair or service facility" means "any individual, partnership, corporation, association, or other legal entity, not an employee or subsidiary of a manufacturer or distributor, that engages in the business of servicing and repairing consumer goods." (Civ. Code, § 1791(f).) Under the SBA, a warranty service contract between a manufacturer and an independent service and repair facility:

> may provide for a ***fixed schedule of rates*** to be charged for warranty service or warranty repair work. However, the rates fixed by those contracts shall be in conformity with the requirements of subdivision (c) of Section 1793.3. The rates established pursuant to subdivision (c) of Section 1793.3, between the manufacturer and the independent service and repair facility, do not preclude a good faith discount that is reasonably related to reduced credit and general overhead cost factors arising from the manufacturer's payment of warranty charges direct to the independent service and repair facility. The warranty service contracts authorized by this paragraph ***may not be executed to cover a period of time in excess of one year***, and may be renewed only by a separate, new contract or letter of agreement between the manufacturer and the independent service and repair facility.

(Civ. Code, § 1793.2(a)(1)(B), emphasis added.) The Samsung Service Center Agreement attached as Exhibit 5 to the Cooper Decl. satisfies these statutory requirements. It designates and authorizes Service Quick, Inc. to perform warranty repair services for SEA's consumer goods within a specified geographic location in California [§1(a)]; it classifies Service Quick, Inc. and its employees, agents, and representatives as independent contractors as contemplated by Civ. Code § 1791(f) [§ 12]; it provides a fixed schedule of rates in conformity with the requirements of Civ. Code § 1793.3(c) [§1(b)]; and the term of the contract is for one year [§ 7]. (Cooper Decl., Ex. 5.) That Exhibit 5 is not authenticated by the signatories of the Samsung Service Center Agreement is of no consequence. (Evid. Code, § 1411.) Furthermore, the authenticity of Exhibit 5 was verified by SEA in its further supplemental responses to Plaintiff's Form Interrogatories. (Morehouse Decl., Ex. 2.) The Court should therefore overrule Plaintiff's objection because the content of Exhibit 5 demonstrates that the Samsung Service Center Agreement is what it purports to be. (*Jazayeri*, 174 Cal.App.4th at 321.)

Plaintiff's Hearsay Objection Should Be Overruled. "[D]ocuments containing operative facts, such as the words forming an agreement, are not hearsay." (*J&A Mash*, 74 Cal.App.5th at 18-19 [operative facts draw their significance from having been said or written regardless of whether they are true, and such facts

lie outside the hearsay rule], citation omitted; *Taliaferro*, 144 Cal.App.2d at 581-82.) The Samsung Service Center Agreement attached as Exhibit 5 to the Cooper Decl. contains the operative facts necessary to resolve Plaintiff's third cause of action for negligence and, thus, is not hearsay under California law. Even if it could be deemed hearsay, it falls within the business record exception. (Evid. Code, § 1271.) Plaintiff's hearsay objection to Exhibit 5 should be overruled.

6. Exhibit 6 (Service Order.)

Plaintiff's Grounds for Objection 6: Not properly authenticated, hearsay. Attorney lacks foundation or personal knowledge to properly authenticate documents from Samsung or Service Quick, Inc. (Evid. Code §§ 400-403, 702, 1200 & 1401). Same authorities as cited in Objection 1.

SEA's Response to Objection 6: SEA incorporates the Preliminary Statement as though fully set forth herein. Exhibit 6 is a true and correct copy of the Service Order dated August 13, 2024, which SEA produced to Plaintiff in response to his First Set of Requests for Production and is Bates-stamped SEA00000041 to SEA00000045. (Cooper Decl., ¶ 7.)

Plaintiff's Authentication Objection Should Be Overruled. California precedent forecloses Plaintiff's objection insofar as he contends that an attorney declaration is never sufficient to authenticate documents produced in discovery for purposes of summary judgment. (*Hooked Media*, 55 Cal.App.5th at 337-338.) There is "no strict requirement as to how a party authenticates a writing" under California law. (*Ramos*, 242 Cal.App.4th at 684; Evid. Code, § 1410.) "Circumstantial evidence, content and location are all valid means of authentication." (*Smith*, 179 Cal.App.4th at 1001.) The Court should overrule Plaintiff's objection because SEA has laid the proper foundation to authenticate Exhibit 6.

The content of the Service Order is consistent with Plaintiff's declaration, Plaintiff's verified discovery responses, and SEA's verified supplemental responses to Plaintiff's Form Interrogatories. In his declaration, Plaintiff states that he purchased his dryer on August 11, 2024 from SEA's website, and that the dryer was delivered and installed at his residence on August 14, 2024. (Dagrella Decl., ¶ 2.) SEA's verified supplemental responses identify Raul Arreola-Valle as the individual who installed the dryer. (Cooper Decl., Ex. 7 at 5, 10, 12.) Except for the date of delivery, which was August 13, 2024, the information on the face of the Service Order is identical. (Cooper Decl., Ex. 6.) The "Customer Details" on the Service Order lists Plaintiff's name, address, phone number, and email. (*Id.*) Plaintiff's email

(dagrella@lawyer.com) in the Service Order is the same email listed in the caption page of his evidentiary objections. (Compare Plaintiff's May 14, 2025 Objections with Cooper Decl., Ex. 6 at 1 [SEA00000041], 4 [SEA00000044].) The Service Order also lists the same address identified as Plaintiff's residence in his verified responses to SEA's Special Interrogatory No. 2. (Cooper Decl., Ex. 11 at 4-5, 11.) This circumstantial evidence verifies the authenticity of the content in Exhibit 6.

The images in Exhibit 6 are statutorily presumed to be authentic, the images are a "fair and accurate representation of the scene depicted" on the date of installation, and Plaintiff has not offered any evidence showing how the images contained in Exhibit 6 are "inaccurate or unreliable" as required to rebut the presumption. (*Goldsmith*, 59 Cal.4th at 267; Evid. Code, § 1553.) As reflected therein, the images in Exhibit 6 are pictures of the gas dryer Plaintiff ordered and demonstrate that the images were taken at Plaintiff's residence. (Cooper Decl., Ex. 6 at 3 [SEA00000043].) Finally, Plaintiff's signature on the Service Order form also authenticates Exhibit 6 when compared to his signature on his evidentiary objections. (Compare Plaintiff's May 14, 2025 Objections with Cooper Decl., Ex. 6 at 3 [SEA00000043]; see Evid. Code, § 1417 [stating the genuineness of handwriting may be proved by a comparison which the court finds were admitted or treated as genuine by the party against whom the evidence is offered or otherwise proved to be genuine to the satisfaction of the court].) The Court should overrule Plaintiff's authenticity objection to Exhibit 6 in its entirety.

Plaintiff's Hearsay Objection Should Be Overruled. SEA offers Exhibit 6 to show (i) that Plaintiff purchased the dryer on August 11, 2024; (ii) that the dryer was delivered and installed at Plaintiff's residence on August 13, 2024; (iii) that Plaintiff signed the Service Order, acknowledging that he inspected the Dryer to make sure it was "free from damage, complete, and exactly what" he ordered and "was working as expected" on August 13, 2024. (SEA's Statement of Additional Material Facts, ¶¶ 1, 44, 45, 51, 52, 54, 56, 57.) Plaintiff admits that he purchased the dryer on August 11, 2024 and does not dispute that the dryer was delivered and installed at his residence in August 2024. (Dagrella Decl., ¶ 2.) As to these facts, the Court should overrule Plaintiff's hearsay objection because the hearsay rule "does not bar evidence offered against a party who has admitted the truth of the hearsay statement." (*In re Auto. Antitrust Cases I & II* (2016) 1 Cal.App.5th 127, 149.) The Service Order is also admissible against Plaintiff as an adoptive admission. By signing the Service Order, Plaintiff "with knowledge of the content thereof, has …

manifested his adoption or his belief in its truth" concerning the statement contained therein. (Evid. Code, § 1221; *People v. DeHoyos* (2013) 57 Cal.4th 79, 135 [holding the defendant's signature acknowledging the truth of the document's statement was an adoptive admission]; *Jazayeri*, 174 Cal.App.4th at 326 [holding delivery truck weight records were adoptive admissions of the buyers and were authenticated by the buyers' admissions].) In addition, Exhibit 4 falls within the business record exception to hearsay. (Evid. Code, § 1271.) Accordingly, Plaintiff's hearsay objection should be overruled.

7. Exhibit 8 (Screenshots taken by Service Quick, Inc.'s technician.)

Plaintiff's Grounds for Objection 7: Not properly authenticated, hearsay. Attorney lacks foundation or personal knowledge to properly authenticate documents from Samsung or Service Quick, Inc. (Evid. Code §§ 400-403, 702, 1200 & 1401). Same authorities as cited in Objection 1.

SEA's Response to Objection 7: SEA incorporates the Preliminary Statement as though fully set forth herein. Exhibit 8 is a true and correct copy of screenshots taken by Service Quick, Inc.'s technician, which SEA produced to Plaintiff in discovery and are Bates-stamped SEA00000028 through SEA00000036. (Cooper Decl., ¶ 9.)

Plaintiff's Authentication Objection Should Be Overruled. California precedent forecloses Plaintiff's objection insofar as he contends that an attorney declaration is never sufficient to authenticate documents produced in discovery for purposes of summary judgment. (*Hooked Media*, 55 Cal.App.5th at 337-338.) There is "no strict requirement as to how a party authenticates a writing" under California law. (*Ramos*, 242 Cal.App.4th at 684; Evid. Code, § 1410.) "Circumstantial evidence, content and location are all valid means of authentication." (*Smith*, 179 Cal.App.4th at 1001.) The Court should overrule Plaintiff's objection because SEA has laid the proper foundation to authenticate Exhibit 8.

In Request for Production No. 4, Plaintiff asked SEA to produce "a complete copy of the electronic service record or statement from the technician's mobile device pertaining to the service visit to Plaintiffs residence on September 4, 2024." (Morehouse Decl., Ex. 1 at 5.) In its verified supplemental response, SEA "directs Plaintiff to the documents, Bates-stamped SEA00000028 through SEA00000036, concurrently produced with these supplemental responses to these Requests." (*Id.* at 6, 13.) SEA also verified the authenticity of screenshots contained in Exhibit 8 in its verified supplemental response to Form Interrogatory No. 112.4. (Cooper Decl., Ex. 7 at 7-8, 25.) The circumstantial evidence further shows that

Plaintiff has recognized the authenticity of the screenshots contained in Exhibit 8. (Evid. Code, § 1414.) In his verified responses to SEA's Special Interrogatories, Plaintiff discusses his communications with Service Quick, Inc. about his warranty service appointment, which is reflected in the screenshots Bates-stamped SEA00000030 and SEA00000031. (Compare Cooper Decl., Ex. 8 at 4-5 with Ex. 11 at 8.) In addition, Plaintiff's declaration identifies the gas dryer he purchased as "Model DVG50BG8300VA3, Serial No. 0BNH5BBX601447N." (Dagrella Decl., ¶ 2.) This screenshots in Exhibit 8 reflect the same. (Cooper Decl., Ex. 8.) This lays the proper foundation to authenticate the screenshots in Exhibit 8 and Plaintiff's objection should be overruled in its entirety.

Plaintiff's Hearsay Objection Should Be Overruled. Like the photographs in Exhibit 2, the screenshots in Exhibit 8 are not hearsay. "Hearsay" is "evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter stated." (Evid. Code, § 1200(a).) The Evidence Code defines "statement" as an "oral or written verbal expression" or "nonverbal conduct of a ***person*** intended by him as a substitute for oral or written verbal expression." (Evid. Code, § 225, emphasis added.) The screenshots contained in Exhibit 8 are not statements made by Service Quick, Inc.'s technician; rather, the screenshots were generated by SEA's automated email system and its automated Home Appliance Smart Service (HASS) system. (See generally Cooper Decl., Ex. 8.) The California Supreme Court made clear that the "Evidence Code does not contemplate that a machine can make a statement." (*Goldsmith*, 59 Cal.4th at 274; *Nadey*, 16 Cal.5th at 162 ["Only people can make hearsay statements; machines cannot"].) Plaintiff's hearsay objection to Exhibit 8 should therefore be overruled.

Dated: May 22, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

By: */s/ Jennifer C. Cooper*
Jennifer C. Cooper
Robert J. Herrington
Evan C. Morehouse
Attorneys for Defendant
SAMSUNG ELECTRONICS AMERICA, INC.

DECLARATION OF EVAN C. MOREHOUSE

I, Evan C. Morehouse, declare as follows:

1. I am an attorney duly licensed to practice law by the State of California. I am an associate with the law firm of Greenberg Traurig, LLP, attorneys of record for Defendant Samsung Electronics America, Inc. ("SEA"). I submit this declaration in support of SEA's Responses to Plaintiff Jerry Dagrella's ("Plaintiff") Evidentiary Objections to Exhibits. Except as otherwise noted, I make this declaration based on my personal knowledge and, if called by a court of law, could and would competently testify to the facts set forth herein.

2. Attached as **Exhibit 1** is a true and correct copy of SEA's verified supplemental responses to Plaintiff's First Set of Requests for Production, dated February 26, 2025.

3. Attached as **Exhibit 2** is a true and correct copy of SEA's verified further supplemental responses to Plaintiff's Form Interrogatories Nos. 104.1, 112.1, 115.2, 115.3, 116.1, 116.7 and 116.8, dated May 19, 2025.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22nd day of May 2025, at Los Angeles, California.

/s/ Evan C. Morehouse
Evan C. Morehouse

EXHIBIT 1

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SAMSUNG ELECTRONICS AMERICA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JERRY DAGRELLA, an individual, Plaintiff, v. SAMSUNG ELECTRONICS AMERICA, INC., a New York Corporation doing business in the State of California; and DOES 1 through 100, inclusive, Defendants.	Case No.: CVCO2405948 Assigned to the Hon. Laura Garcia Dept. C1 **DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.'S SUPPLEMENTAL RESPONSES TO PLAINTIFF JERRY DAGRELLA'S REQUESTS FOR PRODUCTION OF DOCUMENTS (SET ONE)** [Limited Civil Case] Complaint Filed: October 7, 2024

PROPOUNDING PARTY:	PLAINTIFF JERRY DAGRELLA.
RESPONDING PARTY:	DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.
SET NO.	ONE

Defendant Samsung Electronics America, Inc. ("Responding Party" or "SEA"), by and through counsel, hereby serves supplemental responses to Plaintiff Jerry Dagrella's ("Plaintiff") Requests for Production of Documents, Set One ("Requests") as follows:

PRELIMINARY STATEMENT

These supplemental responses are made solely for the purposes of this litigation. All of Responding Party's objections and responses to the Requests are based on information presently known to Responding Party. Responding Party has not completed investigating the facts relating to this case, has not completed discovery in this case, and has not completed preparation for the trial, if any, in this case. These responses are given without prejudice to Responding Party's right to produce evidence of any subsequently discovered facts, including the right to supplement these responses if it obtains further evidence. Accordingly, Responding Party reserves the right to amend, add to, delete from, or otherwise modify or supplement each response and the objections contained herein, and/or to make such claims and contentions as may be appropriate once Responding Party has concluded all discovery and has ascertained all relevant facts and information. All evidentiary objections shall be reserved to the time of trial and no waiver of any objection is to be implied from any response contained herein. Responding Party reserves the right to produce at trial and make reference to any evidence, facts, documents or information not discovered at this time, omitted through good faith error, mistake or oversight, or the relevance of which has not presently been identified by Responding Party.

All of Responding Party's objections and responses to the Requests, and each separate request contained therein, are based on information presently known to Responding Party and documents presently in its possession, custody and control. However, Responding Party's discovery, investigation and analysis in this litigation are ongoing. This preliminary statement (the "Preliminary Statement") is incorporated by reference into each of the responses below as though set forth in full therein.

GENERAL OBJECTIONS

1. Responding Party objects to each Request to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity, or protection from discovery.

2. Responding Party objects to each Request to the extent it attempts or purports to impose obligations beyond those created by the Code of Civil Procedure, or to provide a response for or on behalf of any other person or entity.

3. Responding Party objects to each Request to the extent that it calls for the production of proprietary, trade secret, and/or commercially or competitively sensitive records of limited probative value, if any, or the personal, confidential, or private information of third parties.

4. Responding party objects to the instructions for Responding Party to produce original documents for inspection and copying at Dagrella Law Firm, 1001 Wilshire Blvd., Suite 2228, Los Angeles, CA 90017. Responding Party will produce true and correct copies of documents that are identical to the originals.

SUPPLEMENTAL RESPONSES TO REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Any and all correspondence, telephone logs sheets, audio recordings or internal memoranda or notes concerning Plaintiff or the dryer purchased by Plaintiff.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Responding Party incorporates its Preliminary Statement and the General Objections as if set forth fully herein. Responding Party objects that the Request is overly broad, unduly burdensome, and disproportionate to the needs of the case because it seeks "[a]ny and all correspondence, telephone logs sheets, audio recordings or internal memoranda or notes" concerning Plaintiff without any time limitation or without any limitation in scope. Responding Party further objects to this Request to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity, or protection from discovery. Responding Party further objects that the term "notes" and the phrase "concerning Plaintiff" is vague and ambiguous.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: Responding Party will produce responsive, non-privileged documents in its possession, custody or control and identified after a diligent and reasonable search to this request, if any, on a rolling basis as the documents become available.

Responding Party further directs Plaintiff to the document, Bates-stamped SEA00000001 through SEA00000007, concurrently produced with these supplemental responses to these Requests.

REQUEST FOR PRODUCTION NO. 2:

All DOCUMENTS evidencing, constituting or referring to communications between Samsung and the service technician who worked on Plaintiff's dryer, including emails, messages, and service reports.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Responding Party incorporates its Preliminary Statement and the General Objections as if set forth fully herein. Responding Party objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks "All DOCUMENTS" evidencing, constituting or referring to "communications Samsung and the service technician who worked on Plaintiff's dryer" without any limitation as to time or scope. Responding Party further objects that this Request is vague and ambiguous as to the undefined term "Samsung" to the extent it is unclear which affiliate or subsidiary of the Samsung Group this Request is referring to. In responding to this Request, Responding Party will interpret "Samsung" to refer only to Samsung Electronics America, Inc. Responding Party further objects to this Request to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity, or protection from discovery.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: Responding Party will produce responsive, non-privileged documents in its possession, custody or control and identified after a diligent and reasonable search to this request, if any, on a rolling basis as the documents become available. Responding Party further directs Plaintiff to the document, Bates-stamped SEA00000001 through SEA00000007, concurrently produced with these supplemental responses to these Requests.

REQUEST FOR PRODUCTION NO. 3:

Produce a copy of all photographs taken at Plaintiff's residence by the service technician who worked on Plaintiffs dryer on September 4, 2024.

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RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Responding Party incorporates its Preliminary Statement and the General Objections as if set forth fully herein. Responding Party objects that the Request is overly broad, unduly burdensome, and disproportionate to the needs of the case because it seeks "all photographs" taken at Plaintiff's residence by the service technician regardless of whether the photographs were taken of Plaintiff's dryer or the portions of Plaintiff's residence allegedly damaged by the installation of the dryer or the service conducted by the service technician on the dryer. Responding Party further objects to this Request to the extent it seeks information from third parties and information not within its possession, custody, control, or personal knowledge.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: Responding Party will produce responsive, non-privileged documents in its possession, custody or control and identified after a diligent and reasonable search to this request, if any, on a rolling basis as the documents become available. Responding Party further directs Plaintiff to the photographs, Bates-stamped SEA00000008 through SEA00000027, concurrently produced with these supplemental responses to these Requests.

REQUEST FOR PRODUCTION NO. 4:

Produce a complete copy of the electronic service record or statement from the technician's mobile device pertaining to the service visit to Plaintiffs residence on September 4, 2024, including but not limited to, the full text of the statement or service record that the technician requested Plaintiff to sign and the electronic signature made on Plaintiffs behalf.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Responding Party incorporates its Preliminary Statement and the General Objections as if set forth fully herein. Responding Party objects to this Request to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity, or protection from discovery. Responding Party further objects to this Request to the extent it seeks information from third parties and information not within its possession, custody, control, or personal knowledge.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: Responding Party will produce responsive, non-privileged documents in its possession, custody or control and identified after a diligent and reasonable search to this request, if any, on a rolling basis as the documents become available. Responding Party further directs Plaintiff to the documents, Bates-stamped SEA00000028 through SEA00000036, concurrently produced with these supplemental responses to these Requests. Pursuant to Civ. Proc. Code § 2031.230, Responding Party further responds that, on information and belief, Service Quick, Inc. has possession, custody, or control of a "complete copy of the electronic service record or statement from the technician's mobile device pertaining to the service visit to Plaintiffs residence on September 4, 2024." Service Quick, Inc. is a California corporation located at 1650 Glenn Curtiss Street, Carson, California, 90746.

REQUEST FOR PRODUCTION NO. 5:

All DOCUMENTS that constitute, refer or relate to internal policies, guidelines, or criteria used by Samsung to evaluate and process warranty claims for appliances.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Responding Party incorporates its Preliminary Statement and the General Objections as if set forth fully herein. Responding Party objects to this Request on the grounds that the term "appliances" is vague and ambiguous. In this regard, Responding Party objects to this Request to the extent it seeks information unrelated to Plaintiff's dryer – which is the only Samsung appliance at issue in the above-captioned action. Responding Party further objects that this Request is vague and ambiguous as to the undefined term "Samsung" to the extent it is unclear which affiliate or subsidiary of the Samsung Group this Request is referring to. In responding to this Request, Responding Party will interpret "Samsung" to refer only to Samsung Electronics America, Inc. This Request is further vague and ambiguous as to the phrase "evaluate and process warranty claims for appliances." Responding Party further objects that the Request as written is overly broad, unduly burdensome, and disproportionate to the needs of the case as it seeks "All DOCUMENTS" that "constitute, refer or relate to internal policies, guidelines, or criteria" used by any Samsung entity to evaluate and process warranty claims for any and all appliances sold by any Samsung entity anywhere in the world. As such, this Request is overly broad in time and scope and unduly

burdensome insofar as it seeks information unrelated to Plaintiff's claims for relief in the above-captioned action. Responding Party further objects to this Request to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity, or protection from discovery. Responding Party further objects to this Request insofar as it seeks documents related to Responding Party's confidential proprietary, trade secret, and commercially or competitively sensitive information that is of no probative value to Plaintiff's claims in the above-captioned action. Based on its foregoing objections, Responding Party will not produce documents responsive to this Request.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: In accordance with Plaintiff's meet and confer letter, dated February 1, 2025, the term "appliances" in this Request is limited to dryers; the geographic scope of this Request is limited to California; and the relevant time frame for this Request is the date the warranty applicable to Plaintiff's dryer went into effect. Consistent with the limitations set forth in Plaintiff's meet and confer letter, Responding Party will produce responsive, non-privileged documents in its possession, custody or control and identified after a diligent and reasonable search to this request, if any, on a rolling basis as the documents become available. Responding Party further directs Plaintiff to the documents, Bates-stamped SEA00000037 through SEA00000040, concurrently produced with these supplemental responses to these Requests.

REQUEST FOR PRODUCTION NO. 6:

All DOCUMENTS that constitute, refer or relate to training materials provided to customer service and repair staff regarding handling warranty claims.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Responding Party incorporates its Preliminary Statement and the General Objections as if set forth fully herein. Responding Party objects to this Request on the grounds that the phrase "handling warranty claims" is vague and ambiguous. Responding Party further objects to this Request as overbroad as to time and scope. As written, this Request seeks "All DOCUMENTS" that "constitute, refer or relate to" any and all "training materials provided to customer service and repair staff regarding handling warranty claims" for all products sold by Responding Party under warranty anytime and anywhere in the world. As such,

this Request is overly broad, unduly burdensome, and disproportionate to the needs of the case because it seeks information unrelated to Plaintiff's claims for relief. Responding Party further objects to this Request to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity, or protection from discovery. Responding Party further objects to this Request insofar as it seeks documents related to Responding Party's confidential proprietary, trade secret, and commercially or competitively sensitive information that is of no probative value to Plaintiff's claims in the above-captioned action. Based on its foregoing objections, Responding Party will not produce documents responsive to this Request.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: In accordance with Plaintiff's meet and confer letter, dated February 1, 2025, the term "appliances" in this Request is limited to dryers; the geographic scope of this Request is limited to California; and the relevant time frame for this Request is the date the warranty applicable to Plaintiff's dryer went into effect. Consistent with the limitations set forth in Plaintiff's meet and confer letter, Responding Party will produce responsive, non-privileged documents in its possession, custody or control and identified after a diligent and reasonable search to this request, if any, on a rolling basis as the documents become available. Pursuant to Civ. Proc. Code § 2031.230, Responding Party further responds that, on information and belief, Service Quick, Inc. has possession, custody, or control of documents "that constitute, refer or relate to training materials provided to customer service and repair staff regarding handling warranty claims." Service Quick, Inc. is a California corporation located at 1650 Glenn Curtiss Street, Carson, California, 90746.

REQUEST FOR PRODUCTION NO. 7:

All DOCUMENTS that constitute, refer or relate to internal communications discussing strategies or practices related to managing or reducing warranty claim payouts.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Responding Party incorporates its Preliminary Statement and the General Objections as if set forth fully herein. Responding Party objects to this Request on the grounds that the terms "strategies" and "practices" are vague and ambiguous. Responding Party likewise objects to the term "resolutions" and

phrase "managing or reducing warranty claim payouts" is vague and ambiguous. Furthermore, as written, this Request seeks "All DOCUMENTS" that "constitute, refer or relate to" any and all "internal communications" about "warranty claim payouts" without any limitation as to the type of product for which such warranty applies and without any limitation as to time and geographic scope. As such, this Request is overly broad, unduly burdensome, and disproportionate to the needs of the case because it seeks information unrelated to Plaintiff's claims for relief. Responding Party further objects to this Request to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity, or protection from discovery. Responding Party further objects to this Request insofar as it seeks documents related to Responding Party's confidential proprietary, trade secret, and commercially or competitively sensitive information that is of no probative value to Plaintiff's claims in the above-captioned action. Based on its foregoing objections, Responding Party will not produce documents responsive to this Request.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: Responding Party will produce responsive, non-privileged documents in its possession, custody or control and identified after a diligent and reasonable search to this request, if any, on a rolling basis as the documents become available.

REQUEST FOR PRODUCTION NO. 8:

All DOCUMENTS that constitute, refer or relate to records of consumer complaints related to denied warranty claims, including any resolutions or follow-up actions taken by Samsung.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Responding Party incorporates its Preliminary Statement and the General Objections as if set forth fully herein. Responding Party objects to this Request insofar as the phrase "consumed complaints related to denied warranty claims" is vague and ambiguous. Responding Party likewise objects to the term "resolutions" and phrase "follow-up actions" as used in this Request as vague and ambiguous. Responding Party further objects that this Request is vague and ambiguous as to the undefined term "Samsung" to the extent it is unclear which affiliate or subsidiary of the Samsung Group this Request is referring to. Furthermore, as written, this Request seeks documents that "constitute, refer or relate to" any and all

"records of consumer complaints related to denied warranty claims" for any product manufactured by any "Samsung" entity and sold to consumers anywhere in the world. As such, this Request is overly broad, unduly burdensome, and disproportionate to the needs of the case because it seeks "All DOCUMENTS" related to "consumer complaints" without any limitation in time or scope, seeks information unrelated to Plaintiff's claims for relief, and seeks information related to products that are not at issue in the above-captioned action. Responding Party further objects to this Request to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity, or protection from discovery. Responding Party further objects to this Interrogatory to the extent it seeks to invade the privacy interests of third parties. Based on its foregoing objections, Responding Party will not produce documents responsive to this Request.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: In the event this lawsuit proceeds to trial, Plaintiff's three causes of action alleged in the operative Amended Complaint against SEA for breach of express warranty, violation of the Magnuson-Moss Warranty Act, and negligence can be proven without discovery of the documents sought in this request. This is true even if geographic and temporal scope of this request were limited. Further, when addressing Responding Party's objections to Request for Production Nos. 7 and 8, Plaintiff acknowledged in his February 1, 2025 meet and confer letter that this request seeks to invade the privacy interests of third parties (i.e., SEA's customers), stating that such "[p]rivacy concerns can be addressed through redaction" and that "[c]onfidentiality concerns can be addressed through a protective order." As the California Supreme Court expressed in *Valley Bank of Nevada v. Superior Ct.*, "before confidential customer information may be disclosed in the course of civil discovery proceedings, [the responding party] must take reasonable steps to notify its customer of the pendency and nature of the proceedings and to afford the customer a fair opportunity to assert his interests by objecting to disclosure . . . ." 15 Cal. 3d 652, 658 (1975). Responding Party is informed and believes that the time and expense required in connection with identifying and then notifying all consumers that fall within the scope of this request would exceed the amount in controversy at issue in Plaintiff's limited civil case.

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For these reasons, among others, Responding Party stands on its prior objection to this request as overly broad, unduly burdensome, and disproportionate to the needs of the case. *See Calcor Space Facility, Inc. v. Superior Ct.*, 53 Cal. App. 4th 216, 223 (1997) (trial judges must carefully weigh the cost, time, expense and disruption of normal business resulting from an order compelling the discovery against the probative value of the material which might be disclosed if the discovery is ordered); *People ex rel. Harris v. Sarpas*, 225 Cal. App. 4th 1539, 1552 (2014) (courts consider "the needs of the case, the amount in controversy, and the importance of the issues at stake in the litigation" when determining whether discovery is unduly burdensome or expensive). Responding Party is willing to further meet and confer with Plaintiff regarding this request but will not produce documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 9:

Any and all DOCUMENTS that support, tend to support, prove, or tend to prove any of the defenses to the claims or allegations in the First Amended Complaint

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Responding Party incorporates its Preliminary Statement and the General Objections as if set forth fully herein. Responding Party objects that the Request is overly broad, unduly burdensome, and disproportionate to the needs of the case because it seeks "[a]ny and all DOCUMENTS that support, tend to support, prove, or tend to prove" the claims and defenses at issue in the above-captioned action. Responding Party further objects to this Request as premature because Plaintiff served the operative complaint on Responding Party at the same time as these Requests, discovery has only recently begun, and the at least some of the information sought is entirely in the control of Plaintiff. Responding Party further objects to this Request to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity, or protection from discovery.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: Responding Party will produce responsive, non-privileged documents in its possession, custody or control and identified after a diligent and reasonable search to this request, if any, on a rolling basis as the documents become available.

///

Responding Party further directs Plaintiff to the photographs, Bates-stamped SEA00000001 through SEA00000040 concurrently produced with these supplemental responses to these Requests.

Dated: February 26, 2025

GREENBERG TRAURIG, LLP

By: */s/ Jennifer C. Cooper*
Jennifer C. Cooper
Attorneys for Defendant
SAMSUNG ELECTRONICS AMERICA, INC.

VERIFICATION

I have read DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.'S SUPPLEMENTAL RESPONSES TO PLAINTIFF JERRY DAGRELLA'S REQUESTS FOR PRODUCTION OF DOCUMENTS (SET ONE). I am informed and believe and, on that ground, allege that the matters stated therein are true.

I am a Sr. Litigation Specialist III of Samsung Electronics America, Inc., a party to this action, and am authorized to make this verification for and on behalf, and I make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are state on formation and belief, as to those matters, I believe them to be true.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and this verification was executed on February 26, 2025.

Michael Sharples

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles, California 90067-2121 and email address is debi.delgrande@gtlaw.com**.**

On February 26, 2025, I served the following document: **DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.'S SUPPLEMENTAL RESPONSES TO PLAINTIFF JERRY DAGRELLA'S REQUESTS FOR PRODUCTION OF DOCUMENTS (SET ONE)** on the interested parties in this action addressed as follows:

Jerry R. Dagrella
DAGRELLA LAW FIRM, P.C.
1001 Wilshire Blvd., Suite 2228
Los Angeles, CA 90017
Tel: (714) 292-8249
Email: dagrella@lawyer.com

☒ **[BY MAIL]** By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.

☒ **[BY E-MAIL]** By transmitting via e-mail the document(s) listed above to the addresses set forth below on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 26, 2025 at Los Angeles, California.

/s/ Debi Del Grande
Debi Del Grande

EXHIBIT 2

GREENBERG TRAURIG, LLP
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SAMSUNG ELECTRONICS AMERICA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JERRY DAGRELLA, an individual, Plaintiff, v. SAMSUNG ELECTRONICS AMERICA, INC., a New York Corporation doing business in the State of California; and DOES 1 through 100, inclusive, Defendants.	Case No.: CVCO2405948 Assigned to the Hon. Laura Garcia Dept. C1 **DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.'S FURTHER SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FORM INTERROGATORIES NOS. 104.1, 112.1, 115.2, 115.3, 116.1, 116.7 AND 116.8** [Limited Civil Case] Complaint Filed: October 7, 2024

PROPOUNDING PARTY:	PLAINTIFF JERRY DAGRELLA.
RESPONDING PARTY:	DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.
SET NO.	ONE

Defendant Samsung Electronics America, Inc. ("SEA" or "Responding Party"), by and through counsel, hereby serves further supplemental responses to Plaintiff Jerry Dagrella's ("Plaintiff" or "Requesting Party") Form Interrogatories – Limited Civil Cases (Economic Litigation), Set One ("Interrogatories") as follows:

PRELIMINARY STATEMENT

These further supplemental responses are made solely for the purposes of this litigation. All of Responding Party's objections and responses to the Interrogatories are based on information presently known to it. Responding Party reserves the right to amend, add to, delete from, or otherwise modify or supplement each response and the objections contained herein, and/or to make such claims and contentions as may be appropriate once Responding Party has concluded all discovery and has ascertained all relevant facts and information. All evidentiary objections shall be reserved to the time of trial and no waiver of any objection is to be implied from any response contained herein. Responding Party reserves the right to produce at trial and make reference to any evidence, facts, documents or information not discovered at this time, omitted through good faith error, mistake or oversight, or the relevance of which has not presently been identified by Responding Party. This preliminary statement (the "Preliminary Statement") is incorporated by reference into each of the responses below as though set forth in full therein.

FURTHER SUPPLEMENTAL RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 104.1:

State the name and ADDRESS of each insurance company and the policy number and policy limits of each policy that may cover you, in whole or in part, for the damages related to the INCIDENT.

RESPONSE TO INTERROGATORY NO. 104.1:

Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding Party objects to this Interrogatory as premature because discovery has only recently begun and Responding Party has not fully completed the discovery relevant to the information sought in this Interrogatory.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 104.1:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows:

Based on the information available to Responding Party as of the date of this response, Responding

Party is presently unaware as to the existence of any insurance policy that would be responsive to this Interrogatory. Responding Party will continue to make a reasonable and good faith effort to confirm whether SEA has any insurance policy that covers Plaintiff's alleged damages. Insofar as Plaintiff seeks damages to his tile flooring at his residence, Responding Party further responds, on information and belief, that Plaintiff's homeowner's insurance policy may cover the alleged damages related to the INCIDENT.

Responding Party reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

FURTHER SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 104.1:

Responding Party incorporates its prior response and objections to Interrogatory No. 104.1. Subject to and without waiving any of its prior objections, Responding Party further supplements its response as follows:

Plaintiff has stated under penalty of perjury that SEA's alleged "refusal to honor its warranty and its technician's negligence have cost [him] $ 959.83 for a [] dryer and $23,520 in flooring repairs, totaling $24,479.83 in damages." (Mar. 3, 2025 Declaration of Jerry Dagrella in Support of Plaintiff's Motion for Summary Judgment or, in the Alternative, Summary Adjudication of the Issues ("March 3, 2025 Dagrella Decl."), ¶ 9.)

As for his breach of warranty claims, SEA has confirmed that there is no insurance coverage available for refund amount of $959.83. Under the terms of the Limited Warranty, and statutory California law, the recoverable damages available to Plaintiff on his breach of warranty claims are limited to a refund or replacement of the Dryer. (See SEA00000040 [stating the sole and exclusive remedy is product repair, product replacement, or refund of the purchase price under the Limited Warranty and that SEA "SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO . . . REMODELING EXPENSES . . . REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."]; Cal. Com. Code, § 2719.)

Plaintiff's declaration and his allegations in the operative First Amended Complaint demonstrate that he seeks to recover between $15,000 to $30,000 on his third cause of action for negligence against SEA. (FAC ¶¶ 15, 31–35; March 3, 2025 Dagrella Decl. ¶ 7.) Plaintiff's negligence cause of action is based

on the alleged negligent conduct of Service Quick, Inc.'s technician, John Duik Lee. Mr. Lee is an employee of Service Quick, Inc., which is an "independent service and repair facility" under the Song-Beverly Act and is not an "employee or subsidiary of" SEA. (See Cal. Civ. Code, § 1791(f).) Under the Service Center Agreement, Service Quick, Inc. and Mr. Lee are independent contractors and not employees, agents, or representatives of SEA. (See SEA00000056 ["It is expressly understood and agreed that SC is, and shall at all times be deemed to be, an independent contractor, and nothing in this Agreement shall in any way be deemed or construed to constitute SC as an agent, employee, or representative of Samsung, nor shall SC have the right or authority to act for, incur, assume, or create any obligation, responsibility, or liability, express or implied, in the name of, or on behalf of, Samsung, or to bind Samsung in any manner whatsoever."].) Accordingly, Plaintiff is not entitled to recover any damages from SEA on his third cause of action for negligence because SEA is not and cannot be held legally liable for the negligence of independent contractors under settled California law. (See *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126.)

Despite knowing the identities of Service Quick, Inc. and its technician, Plaintiff did not name them as defendants when he filed his First Amended Complaint to add his third cause of action for negligence. SEA does not have any first-party insurance policy that would cover the purported damages Plaintiff claims were caused by Service Quick, Inc.'s and Mr. Lee's alleged negligence because it cannot be held liable for such negligence. Service Quick, Inc., on the other hand, is contractually required to maintain "Commercial General Liability Insurance in amounts not less than $1 Million per occurrence/aggregate from insurers with an AM Best Rating of A or better" under the Service Center Agreement. (See SEA00000057, SEA00000100- SEA00000101.) SEA is not in possession of the insurance policy maintained by Service Quick, Inc. and does not have personal knowledge to state the name and address of the insurance company or the policy number in responding to this Interrogatory.

INTERROGATORY NO. 112.1:

State the name, ADDRESS, and telephone number of each individual who has knowledge of facts relating to the INCIDENT, and specify his or her area of knowledge.

RESPONSE TO INTERROGATORY NO. 112.1:

Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding

Party objects to this Interrogatory to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity. Responding Party further objects to this Interrogatory to the extent it seeks to invade the privacy interests of third parties. Responding Party objects to this Interrogatory as premature because discovery has only recently begun and Responding Party has not fully completed the discovery relevant to the information sought in this Interrogatory.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 112.1:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows:

Service Quick, Inc. was the authorized service center assigned to Plaintiff's warranty service request on or around September 2, 2024 and communicated with Plaintiff regarding Plaintiff's repair service appointment. Based on the information available to Responding Party as of the date of this response, Responding Party is informed and believes that the service technician referenced in the operative Amended Complaint was an employee, agent, and/or representative of Service Quick, Inc. and not SEA. Service Quick, Inc. and its service technician should have knowledge regarding Plaintiff's dryer, the services performed at Plaintiff's residence on or around September 4, 2024, and the allegations set forth in Paragraphs 9-11 of the operative Amended Complaint. Service Quick, Inc. is a California corporation located at 1650 Glenn Curtiss Street, Carson, California, 90746, Telephone: (877) 412-1665 and/or (310) 747-1360.

C & V Trucking Services LLC is the third-party company that delivered and installed Plaintiff's dryer at his residence on or around August 14, 2024. The individual who delivered and installed Plaintiff's dryer was Raul Arreola-Valle. Responding Party is informed and believes that Raul Arreola-Valle is an employee, agent, and/or representative of C & V Trucking Services LLC and not SEA. C & V Trucking Services LLC is a California limited liability company located at 5317 Allison Lane, Riverside, California 92509, Telephone: (909) 238-3536.

Based on the information available to Responding Party as of the date of this response, Responding Party is informed and believes that the individuals identified below have knowledge about Plaintiff's warranty service request and/or interacted with Plaintiff about his warranty service request between September 2, 2024 and September 11, 2024.

- Kinstong Lucien is an employee of third-party service provider, Newtech Services, and was the Samsung Extra Care agent that interacted with Plaintiff regarding his warranty claim;
- Ritamelia Matos is the supervisor of Kinstong Lucien who spoke with Plaintiff on September 5, 2024 at or around 1:56 p.m. after Plaintiff filed his lawsuit in the above-captioned Court;
- Joseph Fabrice is an employee of a third-party service provider involved in the SPMG (Service Pending Management Group) who spoke with Plaintiff on September 4, 2024 at or around 3:50 p.m.;
- Wilme Familia Santos is an employee of a third-party service provider involved in the SPMG who spoke with Plaintiff on September 4, 2024 at or around 4:02 p.m.; and
- Ho Choi is a former employee of SEA's third-party service provider, Hanul Corporation, and was the Technical Support agent who determined that the Plaintiff's dryer was not covered by the express limited warranty based on the information provided by Service Quick, Inc.'s service technician.

Responding Party reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

FURTHER SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 112.1:

Responding Party incorporates its prior response and objections to Interrogatory No. 112.1. Subject to and without waiving any of its prior objections, Responding Party further supplements its response as follows:

John Duik Lee is the independent contractor technician who performed the inspection and warranty service for the Dryer at Plaintiff's residence on September 4, 2024. Mr. Lee is an employee of Service Quick, Inc., which is located at 1650 Glenn Curtiss Street, Carson, California, 90746, Telephone: (877) 412-1665 and/or (310) 747-1360.

Pulse Final Mile, LLC is a Delaware limited liability company that is registered to conduct business in California and located at 160 South Old Springs Road, Suite 220, Anaheim, CA 92808, Telephone: (714) 804-5385. Pulse Final Mile, LLC has knowledge about the delivery and installation of the Dryer. It also has knowledge about Plaintiff's warranty claim and attempted to contact Plaintiff via telephone on December 18, 2024 and December 23, 2024.

Responding Party reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

INTERROGATORY NO. 115.2:

State in detail the facts upon which you base your contention that you are not responsible, in whole or in part, for plaintiff's damages.

RESPONSE TO INTERROGATORY NO. 115.2:

Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding Party objects to this Interrogatory as premature because Plaintiff served the operative complaint on Responding Party at the same time as these Interrogatories, discovery has only recently begun, and at least some of the information sought is entirely in the control of Plaintiff. Responding Party objects to this Interrogatory to the extent it invades the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 115.2:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows:

Based on the information available to Responding Party as of the date of this response, Responding Party is informed and believes that there was no manufacturing defect in the materials or workmanship used in connection with Plaintiff's dryer and, thus, no manufacturing defect existed at the time Plaintiff's dryer left Responding Party's custody, possession, and control. Responding Party is informed and further believes that, at all relevant times, Plaintiff's dryer was and continues to be fit for its ordinary intended purpose.

As to Plaintiff's first cause of action for breach of the express warranty, the limited express warranty applicable to Plaintiff's dryer covers "manufacturing defects in materials or workmanship" and, among other things, "shall not cover . . . damage that occurs in shipment, delivery, installation, and uses for which this product was not intended; cosmetic damage including scratches, dents, chips, and other damage to the product's finishes; . . . damage caused by incorrect electrical line current, voltage, fluctuations and surges; damage caused by failure to operate and maintain the product according to instructions; in-home instruction on how to use your product; and service to correct installation not in accordance with electrical or plumbing codes or correction of household electrical or plumbing (i.e., house wiring, fuses, or water inlet hoses)." Responding Party is informed and believes that the damage to Plaintiff's dryer, if any, was caused during

the shipping and/or installation of the dryer at Plaintiff's residence by Raul Arreola-Valle of C & V Trucking Services LLC; during the inspection, repair, and reinstallation of Plaintiff's dryer performed by Service Quick, Inc.'s service technician at Plaintiff's residence; and/or Plaintiff's misuse of the dryer. Further, Responding Party states that the individual(s) who delivered and installed Plaintiff's dryer at his residence on or around August 14, 2024 and the service technician who performed the repair services at Plaintiff's residence on September 4, 2024 are not Responding Party's employees, agents, or representatives. Thus, because the damage to Plaintiff's dryer is expressly excluded from the types of damage covered by the express limited warranty and because the actions of the installer and/or service technician cannot be imputed to SEA, Responding Party did not breach the express limited warranty as alleged in the operative Amended Complaint. In addition, the express limited warranty applicable to Plaintiff's dryer provides that the sole and exclusive remedy is product repair, product replacement, or refund of the purchase price and that SEA "SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO . . . REMODELING EXPENSES . . . REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES." Even if Plaintiff had a viable breach of express warranty claim against SEA, Responding Party contends that this provision precludes Plaintiff from recovering the alleged damages to his tile flooring because nothing in this provision is unconscionable. *See* Cal. Com. Code § 2719.

As to Plaintiff's second cause of action for violation of the Magnuson-Moss Warranty Act ("MMWA"), Responding Party contends that Plaintiff did not afford it with a "reasonable opportunity to cure" prior to filing this lawsuit on September 5, 2024. *See* 15 U.S.C. § 2310(e). Based on the information available to Responding Party as of the date of this response, on September 4, 2024, Plaintiff was first advised his dryer had physical damage that was not covered by the express limited warranty in the afternoon of September 4, 2024. Plaintiff filed his lawsuit the very next day, effectively precluding the possibility of a reasonably opportunity to cure by Responding Party. That Plaintiff did not afford Responding Party with a "reasonable opportunity to cure" bars Plaintiff's MMWA claim and Plaintiff, therefore, is not entitled to recover any damages on his second cause of action, including, but not limited to, attorneys' fees under 15

U.S.C. § 2310(d). Responding Party further contends that it did not breach any implied warranties recognized by the MMWA.

As to Plaintiff's third cause of action for negligence, Responding Party reiterates that the individual(s) who delivered and installed Plaintiff's dryer at his residence on or around August 14, 2024 and the service technician who performed the repair services at Plaintiff's residence on September 4, 2024 are not Responding Party's employees, agents, or representatives. Accordingly, Responding Party is not vicariously liable for the actions of the installer and/or service technician relied upon by Plaintiff to support his negligence claim. *See Bacoka v. Best Buy Stores, L.P.*, 71 Cal. App. 5th 126, 134 (2021).

For at least all these reasons, Responding Party contends that it is not responsible, in whole or in part, for Plaintiff's damages alleged in the operative Amended Complaint. Responding Party's investigation is ongoing and it reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

FURTHER SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 115.2:

Responding Party incorporates its prior response and objections to Interrogatory No. 115.2. Subject to and without waiving any of its prior objections, Responding Party further supplements its response as follows:

Plaintiff's First Cause of Action for Breach of Express Warranty

To prevail on a breach of express warranty claim under the Commercial Code, Plaintiff must establish five elements: (1) an express warranty to repair defects given in connection with the sale of goods; (2) the existence of a defect covered by the warranty; (3) the buyer's notice to the seller of such a defect within a reasonable time after its discovery; (4) the seller's failure to repair the defect in compliance with the warranty; and (5) resulting damages. (See *Orichian v. BMW of North America, LLC* (2014) 226 Cal.App.4th 1322, 1333–1334.)

It is well established that a manufacturer's liability for breach of express warranty "derives from, and is measured by, the terms of that warranty." (*Cipollone v. Liggett Group, Inc.* (1992) 505 U.S. 504, 525.) A plaintiff cannot prevail on an express warranty claim where the warranty does not promise coverage for the harm alleged. (See *In re Sony PS3 Other OS Litig.* (9th Cir. 2014) 551 F. App'x 916, 919 [affirming

dismissal of express warranty claim brought under California state law where Sony did not promise the product characteristic claimed].)

The Dryer is warranted against "manufacturing defects in materials or workmanship encountered in normal household, noncommercial use of" the Dryer. The Limited Warranty does not cover "damage that occurs in shipment, delivery, installation, and uses for which this product was not intended" or "cosmetic damage including scratches, dents, chips, and other damage to the product's finishes." The Limited Warranty also does not "warrant uninterrupted or error-free operation" of the Dryer. The User Manual for the Dryer—which contains the Limited Warranty—discloses to consumers that it is normal for this type of dryer to make noise "due to the high velocity of air moving through the dryer drum, fan, or exhaust system" and that it is "normal to hear the dryer gas valve or heating element cycle on and off during the drying cycle."

Plaintiff initiated his warranty repair service claim "due to noise during operation" of the Dryer. Notwithstanding the noise, the Dryer has always been operational. California law is clear that express limited warranties covering "materials and workmanship" do not cover design defects. (See, e.g., *Clark v. LG Elecs. U.S.A., Inc*. (S.D. Cal. Oct. 29, 2013) 2013 WL 5816410, at *7.) To the extent the noise from the Dryer is the result of an alleged design defect, Plaintiff's claim fails. His claim also fails because the terms of the Limited Warranty explicitly do not promise "uninterrupted" operation of the Dryer. The photographs taken by Service Quick, Inc.'s technician reflects that there was cosmetic damage to the Dryer.

To satisfy the third element, Plaintiff must show that his pre-suit notice of the breach was reasonable. (See Com. Code, § 2607(3)(A) ["The buyer must, within a reasonable time after he … discovers or should have discovered any breach, notify the seller of breach or be barred from any remedy"].) The pre-suit notice requirement is "designed to allow the seller the opportunity to repair the defective item, reduce damages, avoid defective products in the future, and negotiate settlements." (*Cardinal Health 301, Inc. v. Tyco Elecs. Corp.* (2008) 169 Cal.App.4th 116, 135.) Plaintiff filed this lawsuit after providing SEA with only one repair attempt and did so less than 19 hours after he was informed by an SPMG representative that a supervisor would call him back to further discuss his warranty claim. He filed the lawsuit before the SPMG supervisor called Plaintiff back on September 5, 2024. By recycling his allegations against the Whirlpool Corporation and rushing to Court to file a nearly identical complaint against SEA, Plaintiff

deprived SEA of a reasonable opportunity to cure the alleged breach. Had Plaintiff provided SEA with a reasonable amount of time before filing this lawsuit, this dispute could have been resolved without litigation. Under analogous facts, California courts have routinely held that the plaintiff's pre-suit notice was not reasonable and have dismissed the alleged breach of express warranty claim as a matter of law. (See, e.g., *Cardinal Health*, 169 Cal.App.4th at 137 [holding the plaintiff did not provide reasonable notice under § 2607(3)(A) where the buyer provided notice to the seller on the date the lawsuit was served on defendant]; *Alvarez v. Chevron Corp.* (9th Cir. 2011) 656 F.3d 925, 932–933 [holding the plaintiffs failed to provide reasonable notice under § 2607(3)(A) because their notice letter was sent to defendants simultaneously with service of the complaint].)

Plaintiff cannot prove the fourth element of breach. The existence of an alleged defect is not dispositive on this element. (See *Weeks v. Google LLC* (N.D. Cal. Aug. 16, 2018) 2018 WL 3933398, at *6 [explaining courts do not consider the alleged defect by itself to be a basis for the breach of express warranty claim].) The question, instead, is whether Plaintiff sought repairs, refunds, or replacements and, if so, whether SEA responded appropriately under the warranty. (See *Kent v. Hewlett-Packard Co*. (N.D. Cal. July 6, 2010) 2010 WL 2681767, at *6, fn. 4; see also *Cipollone*, 505 U.S. at p. 525–526 [liability for breach of express warranty derives from, and is measured by, the terms of that warranty].) SEA "responded appropriately" under the Limited Warranty. Upon receipt of Plaintiff's warranty service request, SEA promptly assigned his claim to the authorized service center located in Plaintiff's area. The authorized service center promptly scheduled and performed the warranty repair within two days of Plaintiff's service request. SEA's third-party customer representatives spoke with Plaintiff after his appointment and advised him that a supervisor would return his call to engage in further discussions regarding his warranty claim. And, on October 8, 2024, Plaintiff was offered a replacement dryer, which he refused to accept. SEA also had only one repair opportunity before Plaintiff filed this lawsuit. Under these facts, Plaintiff cannot prove that SEA breached the Limited Warranty as required to satisfy the fourth element. (See *Ferranti v. Hewlett-Packard Co*. (N.D. Cal. Sep. 16, 2014) 2014 WL 4647962, at *6 ["The fact that Plaintiff did receive replacement printers and were able to get assistance from Tech Support indicates that HP did comply with its warranty."].)

As for the fifth element, the sole remedy available to Plaintiff under the Limited Warranty is a refund or replacement of the Dryer. (See Com. Code § 2719(1)(b) [if a remedy "is expressly agreed to be exclusive … it is the sole remedy"]; § 2719(1)(a) ["The agreement may … limit or alter the measure of damages recoverable under this division, as by limiting the buyer's remedies to … repair and replacement of nonconforming goods or parts."].) In the unlikely event this case proceeds to trial and Plaintiff prevails on his first cause of action, his recoverable damages against SEA would be limited to $ 959.83 – i.e., the amount Plaintiff paid for the Dryer.

Plaintiff's first cause of action alleges that SEA breached the Limited Warranty "in violation of state express warranty laws, including" under the Commercial Code. (FAC ¶ 18.) Assuming "state express warranty laws" refers to California's Song-Beverley Act, Plaintiff's breach of express warranty claim fails as a matter of settled California law. Under the Act, if a manufacturer does not service or repair the goods to conform to the applicable express warranties after a "reasonable number of attempts, the manufacturer shall either replace the goods or reimburse the buyer in an amount equal to the purchase price paid by the buyer, less that amount directly attributable to use by the buyer prior to the discovery of the nonconformity." (Civ. Code § 1793.2(d)(1).) Because the term "attempts" is plural, the statute "requires more than one attempt" and does not require the manufacturer to replace the goods or reimburse the buyer "if it has had only one opportunity to repair." (*Silvio v. Ford Motor Co.* (2003) 109 Cal.App.4th 1205, 1208-1209.) In other words, "one opportunity to repair is never enough." (*Arakelian v. Mercedes-Benz USA, LLC* (C.D. Cal. June 4, 2018) 2018 WL 6422649, at *3; see also *Robertson v. Fleetwood Travel Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785, 799 [reasonableness of the number of repair attempts is a question of fact … but "at a minimum there must be more than one opportunity to fix the nonconformity"]; *Kearney*, 2010 WL 9093204, at *6 [breach of express warranty failed as a matter of law because plaintiffs "afforded Hyundai a single opportunity to correct the alleged OCS defects"].) SEA was provided only one opportunity to repair the Dryer before Plaintiff filed this lawsuit. This fact alone is fatal to his breach of express warranty claim to the extent it is based on the Song-Beverly Act.

Plaintiff's Second Cause of Action for Violation of the Magnuson–Moss Warranty Act

On his second cause of action, Plaintiff "seeks to recover damages caused as a direct result of [SEA's] breach of [its] written and implied warranties" under the MMWA. (FAC ¶ 29.) The MMWA does

not create any federal law of warranty; rather, it provides a federal cause of action for state law express and implied warranty claims. (See *Floyd v. Am. Honda Motor Co.* (9th Cir. 2020) 966 F.3d 1027, 1032; *Clemens v. DaimlerChrysler Corp.* (9th Cir. 2008) 534 F.3d 1017, 1022, fn. 3 [federal claims under the MMWA "hinge on the state law warranty claims" and "stand or fall with ... express and implied warranty claims under state law"].) For the reasons stated above, Plaintiff does not have a viable cause of action against SEA for breach of express warranty under the Commercial Code or the Song-Beverly Act.

Assuming the unidentified "implied warranties" referenced in the FAC are the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, Plaintiff cannot prevail under either theory to support his MMWA claim.

A plaintiff claiming breach of an implied warranty of merchantability must show that the product "did not possess even the most basic degree of fitness for ordinary use." (*Mocek v. Alfa Leisure, Inc.* (2003) 114 Cal.App.4th 402, 406.) The "ordinary use" of a gas dryer is to dry clothes, towels, and similar items. At all relevant times, the Dryer has functioned and conformed to its ordinary and intended use because the Dryer was operational and dried Plaintiff's clothing, bedding, towels, and similar items. As such, Plaintiff does not have a viable breach of the implied warranty of merchantability claim against SEA. (*Smith v. LG Elecs. U.S.A., Inc.* (N.D. Cal. Mar. 11, 2014) 2014 WL 989742, at *8 [dismissing claim for breach of the implied warranty of merchantability with prejudice because the plaintiff did not and could not allege that her washing machine did not conform to its ordinary and intended use, that is, to wash clothes].)

Plaintiff does not have a viable breach of the implied warranty of fitness for a particular purpose claim because he has identified no "particular purpose" for which he purchased the Dryer. (*Id.* [dismissing plaintiff's implied warranty of fitness claim with prejudice where the plaintiff identified no particular purpose for which she purchased the washing machine].)

Plaintiff's second cause of action also fails because he did not comply with the mandatory pre-suit requirements set forth in 15 U.S.C. § 2310(e), which states that "[n]o action . . . may be brought under [the MMWA] for failure to comply with any obligation under any written or implied warranty . . . unless the person obligated under the warranty . . . is afforded a reasonable opportunity to cure such failure to comply." (15 U.S.C. § 2310(e).) On September 5, 2024, at approximately 10:32 a.m., Plaintiff filed this lawsuit against SEA. This lawsuit was filed by Plaintiff less than 19 hours after his call with Mr. Lucien

and before an SPMG supervisor had the opportunity to call Plaintiff back to further discuss his warranty claim. To quickly initiate his lawsuit against SEA, Plaintiff largely recycled the same allegations contained in the complaint he filed in his personal capacity against the Whirlpool Corporation after it allegedly refused to replace his KitchenAid refrigerator. Later the same day, on September 5, 2024, SPMG supervisor Ritamelia Matos called Plaintiff to follow up with him regarding his warranty service request. In her call notes, Ms. Matos states that Plaintiff informed her during the call that he "already filed a lawsuit." Before Plaintiff filed this lawsuit, SEA was provided only one attempt to repair the Dryer. SEA made further attempts to contact Plaintiff about his warranty service request after the lawsuit was filed. On October 8, 2024, SEA even offered to replace the Dryer under the Limited Warranty, but Plaintiff rejected the offer to instead pursue his claims through this civil limited case. For such reasons, SEA was not afforded a reasonable opportunity to cure the alleged breach of the Limited Warranty, which is fatal to his MMWA claim. (See, e.g., *In re Iphone 4S Consumer Litigation* (N.D. Cal., Feb. 14, 2014) 2014 WL 589388, at *8 [dismissing breach of express warranty claims without leave to amend where one plaintiff sent notice of the defect on the same day the lawsuit was filed and the other plaintiff sent notice four days before the lawsuit was filed, concluding that this "gave little or no opportunity for Apple to cure the alleged breach"]; *Stearns v. Select Comfort Retail Corp.* (N.D. Cal., June 5, 2009) 2009 WL 1635931, at *4 [dismissing express warranty claim where the plaintiff provided notice only 72 hours before filing his lawsuit because this time frame was insufficient to provide defendants with a reasonable opportunity to cure].) For at least these reasons, Plaintiff cannot prevail on his second cause of action for violation of the MMWA and is not entitled to recover statutory attorney's fees under the MMWA.

Plaintiff's Third Cause of Action for Negligence

SEA is not and cannot be held liable for the damages allegedly caused by the conduct of Service Quick, Inc. because its technician is an independent contractor and not an employee or agent of SEA. (See *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126, 133.)

To prevail in a negligence action, a plaintiff must establish the defendant owed a legal duty, the defendant breached that duty, and the breach proximately caused the plaintiff's damages. (*Archer v. Coinbase, Inc.* (2020) 53 Cal.App.5th 266, 278.) "Absent a legal duty, any injury is an injury without actionable wrong." (*Id.*) In California, a defendant "may be liable either for (1) his own negligence, in

which case he is directly liable for the resulting harm, or (2) someone else's negligence, in which case he is vicariously liable because—in the eyes of the law—the other person's negligence is deemed to be his own." (*Hughes v. Farmers Ins. Exch.* (2024) 107 Cal.App.5th 73, 82.) Under the doctrine of respondeat superior, a corporate defendant can "be held vicariously liable for the tortious acts of their agents committed within the scope of the agency or employment." (*Sandler v. Sanchez* (2012) 206 Cal.App.4th 1431, 1442.) Vicarious liability, on the other hand, cannot be imposed on a corporate defendant for the negligence of an independent contractor. (See *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126, 133.)

Under the Song-Beverly Act, SEA is statutorily authorized to enter into warranty service contracts with "independent service and repair facilities" to carry out the terms of its express warranties for goods purchased by California consumers. (See Civ. Code, § 1793.2(a).) The FAC identifies SEA as the manufacturer and seller of the Dryer. (FAC ¶ 5.) Under the Act, a "manufacturer" refers to the entity that "manufactures, assembles, or produces consumer goods" and a "seller" is the entity that "engages in the business of selling or leasing consumer goods to retail buyers." (Civ. Code, §§ 1791, subd. (j), (l).) By statute, an "independent service and repair facility" cannot be "an employee or subsidiary of a manufacturer or distributor." (Civ. Code, § 1791, subd. (f).) Rather, it refers to "any individual, partnership, corporation, association, or other legal entity" that "independent" from a manufacturer or distributor "engages in the business of servicing and repairing consumer goods." (*Id.*) Under the SBA, "[a]ny individual, partnership, corporation, association, or other legal relationship which engages in the business of providing service or repair to new or used consumer goods has a duty to the purchaser to perform those services in a good and workmanlike manner." (Civ. Code, § 1796.5.) No such duty is imposed on a "manufacturer" or "seller" under the SBA and nothing in the SBA requires manufacturers to voluntarily assume liability for the tortious acts of an "independent service and repair facility."

SEA cannot be liable for Service Quick, Inc.'s negligence under Plaintiff's ostensible agency theory because Plaintiff—both before and after September 4, 2024—was aware and understood that Service Quick, Inc.'s technician was not employed by SEA and that Service Quick, Inc. was a separate and distinct entity from SEA. Neither Service Quick, Inc. nor its technician represented or held themselves out to be authorized agents or representatives of SEA.

SEA is not liable for Service Quick, Inc.'s alleged negligence under the nondelegable duty doctrine. The nondelegable duty doctrine only applies "when the duty preexists and does not arise from the contract with the independent contractor." (*SeaBright Ins. Co. v. US Airways, Inc.* (2011) 52 Cal.4th 590, 600-601; see also *Chee v. Amanda Goldt Prop. Mgmt.* (2006) 143 Cal.App.4th 1360, 1375 [holding the nondelegable duty doctrine does not create a duty where none would otherwise exist].) In this case, Plaintiff seeks to hold SEA liable because it contracted with Service Quick, Inc. to perform warranty service repairs as an authorized service center. The statutory framework of the Song-Beverly Act also undermines the application of the nondelegable duty doctrine. Finally, SEA did not directly hire or supervise Service Quick, Inc.'s independent contractor technician and, as such, did not assume a nondelegable duty owed to Plaintiff.

SEA's investigation is ongoing and it reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

INTERROGATORY NO. 115.3:

State the name, ADDRESS, and the telephone number of each PERSON, other than the PERSON asking this interrogatory, who is responsible, in whole or in part, for damages claimed in this action.

RESPONSE TO INTERROGATORY NO. 115.3:

Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding Party objects to this Interrogatory as premature because Plaintiff served the operative complaint on Responding Party at the same time as these Interrogatories and the information sought is entirely in the control of Plaintiff. Responding Party's investigation into this Interrogatory is ongoing and Responding Party is willing to meet and confer with Plaintiff regarding the scope of this Interrogatory. Responding Party reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 115.3:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows:

Service Quick, Inc. was the authorized service center assigned to Plaintiff's warranty service request who, on information and belief, employed the service technician who performed the repair services

and reinstallation of Plaintiff's dryer at Plaintiff's residence on or around September 4, 2024. Service Quick, Inc. is a California corporation located at 1650 Glenn Curtiss Street, Carson, California, 90746, Telephone: (877) 412-1665 and/or (310) 747-1360. Based on the information available to Responding Party as of the date of this response, Responding Party is informed and believes that the service technician can be contacted through Service Quick, Inc.

C & V Trucking Services LLC is the third-party company that delivered and installed Plaintiff's dryer at his residence on or around August 14, 2024. The individual who delivered and installed Plaintiff's dryer was Raul Arreola-Valle who, on information and belief, is an employee, agent, and/or representative of C & V Trucking Services LLC. C & V Trucking Services LLC is a California limited liability company located at 5317 Allison Lane, Riverside, California 92509, Telephone: (909) 238-3536. Based on the information available to Responding Party as of the date of this response, Responding Party is informed and believes that Raul Arreola-Valle can be contacted through C & V Trucking Services LLC.

Responding Party reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

FURTHER SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 115.3:

Responding Party incorporates its prior response and objections to Interrogatory No. 115.3. Subject to and without waiving any of its prior objections, Responding Party further supplements its response as follows:

Plaintiff's negligence cause of action is based on the alleged negligent conduct of Service Quick, Inc. and its technician, John Duik Lee. Service Quick, Inc. is a California corporation located at 1650 Glenn Curtiss Street, Carson, California, 90746, Telephone: (877) 412-1665 and/or (310) 747-1360. Service Quick, Inc. is an "independent service and repair facility" under the Song-Beverly Act and is not an "employee or subsidiary of" SEA. (See Cal. Civ. Code, § 1791(f).) Under the Service Center Agreement, Service Quick, Inc. and Mr. Lee are independent contractors and not employees, agents, or representatives of SEA. (See SEA00000056 ["It is expressly understood and agreed that SC is, and shall at all times be deemed to be, an independent contractor, and nothing in this Agreement shall in any way be deemed or construed to constitute SC as an agent, employee, or representative of Samsung, nor shall SC have the right or authority to act for, incur, assume, or create any obligation, responsibility, or liability, express or implied,

in the name of, or on behalf of, Samsung, or to bind Samsung in any manner whatsoever."].) To the extent Plaintiff is entitled to recover any damages on his third cause of action for negligence, Service Quick, Inc. is responsible for paying such damages and not SEA.

As for his attorney's fees and costs, SEA states that Plaintiff is wholly responsible for his attorney's fees and costs incurred in connection with this lawsuit. The California Supreme Court has made clear that "an attorney who chooses to litigate in propria persona and therefore does not pay or become liable to pay consideration in exchange for legal representation cannot recover 'reasonable attorney's fees' under Civil Code section 1717 as compensation for the time and effort he expends on his own behalf or for the professional business opportunities he forgoes as a result of his decision." (*Trope v. Katz* (1995) 11 Cal.4th 274, 292.) Despite representing himself, Plaintiff has taken the position that he is entitled to recover statutory attorney's fees under the Magnuson-Moss Warranty Act. On March 3, 2025, Plaintiff served SEA with a "Notice of Association of Counsel" identifying attorney Jason Ackerman as his "co-counsel." To the extent Plaintiff has paid or agreed to pay Mr. Ackerman for his attorney's fees incurred in connection with this lawsuit, SEA states that Plaintiff is wholly responsible for Mr. Ackerman's fees because he does not have a viable claim under the Magnuson-Moss Warranty Act.

INTERROGATORY NO. 116.1:

If you contend that any PERSON, other than you or plaintiff, contributed to the occurrence of the INCIDENT or the injuries or damages claimed by plaintiff, state the name, ADDRESS, and telephone number of each individual who has knowledge of the facts upon which you base your contention.

RESPONSE TO INTERROGATORY NO. 116.1:

Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding Party objects to this Interrogatory as premature because Plaintiff served the operative complaint on Responding Party at the same time as these Interrogatories and the information sought is in the control of Plaintiff. Responding Party's investigation into this Interrogatory is ongoing and Responding Party is willing to meet and confer with Plaintiff regarding the scope of this Interrogatory. Responding Party reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 116.1:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows:

Service Quick, Inc. was the authorized service center assigned to Plaintiff's warranty service request who, on information and belief, employed the service technician who performed the repair services and reinstallation of Plaintiff's dryer at Plaintiff's residence on or around September 4, 2024. Service Quick, Inc. is a California corporation located at 1650 Glenn Curtiss Street, Carson, California, 90746, Telephone: (877) 412-1665 and/or (310) 747-1360. Based on the information available to Responding Party as of the date of this response, Responding Party is informed and believes that the service technician can be contacted through Service Quick, Inc.

C & V Trucking Services LLC is the third-party company that delivered and installed Plaintiff's dryer at his residence on or around August 14, 2024. The individual who delivered and installed Plaintiff's dryer was Raul Arreola-Valle who, on information and belief, is an employee, agent, and/or representative of C & V Trucking Services LLC. C & V Trucking Services LLC is a California limited liability company located at 5317 Allison Lane, Riverside, California 92509, Telephone: (909) 238-3536. Based on the information available to Responding Party as of the date of this response, Responding Party is informed and believes that Raul Arreola-Valle can be contacted through C & V Trucking Services LLC.

Responding Party reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

FURTHER SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 116.1:

Responding Party incorporates its prior response and objections to Interrogatory No. 116.1. Subject to and without waiving any of its prior objections, Responding Party further supplements its response as follows:

John Duik Lee is the independent contractor technician who performed the inspection and warranty service for the Dryer at Plaintiff's residence on September 4, 2024. Mr. Lee is an employee of Service Quick, Inc., which is located at 1650 Glenn Curtiss Street, Carson, California, 90746, Telephone: (877) 412-1665 and/or (310) 747-1360.

SEA reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

INTERROGATORY NO. 116.7:

If you contend that any of the property damage claimed by plaintiff was not caused by the INCIDENT, identify each item of property damage that you dispute.

RESPONSE TO INTERROGATORY NO. 116.7:

Responding Party objects to this Interrogatory as premature because Plaintiff served the operative complaint on Responding Party at the same time as these Interrogatories and the information sought is entirely in the control of Plaintiff. Responding Party disputes that the alleged property damage, if any, claimed by Plaintiff was caused by the acts alleged in the operative complaint. Responding Party's investigation is ongoing and it reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 116.7:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: Based on the information available to Responding Party as of the date of this Response, Responding Party is not legally responsible for any of the property damage claimed by Plaintiff in the operative Amended Complaint. Responding Party further disputes that the alleged property damage was caused by any of the acts alleged in the operative Amended Complaint.

Insofar as the term "INCIDENT" as used in this Interrogatory refers to Responding Party's alleged breach of the express limited warranty or the alleged violation of the Magnuson-Moss Warranty Act, Responding Party disputes that Plaintiff is entitled to recover the repair and replacement costs of the dryer. Specifically, Responding Party is informed and believes that Plaintiff's dryer did not have a manufacturing defect when it left Responding Party's possession for shipment to Plaintiff's residence and, therefore, contends that it did not cause any damage to Plaintiff's dryer that would impose any obligation on Responding Party to pay the repair and replacement costs of the dryer.

Insofar as the term "INCIDENT" refers to the delivery, installation, or repair services performed on Plaintiff's dryer, Responding Party contends that all of the property damage alleged in the operative Amended Complaint was caused by Service Quick, Inc., C & V Trucking Services LLC, and/or their

employees, agents, and representatives. Because Responding Party is not liable for the acts of Service Quick, Inc. or C & V Trucking Services LLC, Responding Party disputes that it caused any of the property damage alleged in the operative Amended Complaint, including, but not limited to, the damage to Plaintiff's dryer vent hose and the damage to the floor tile in Plaintiff's laundry area and adjoining foyer.

Responding Party reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

FURTHER SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 116.7:

Responding Party incorporates its prior response and objections to Interrogatory No. 116.7. Subject to and without waiving any of its prior objections, Responding Party further supplements its response as follows:

On April 11, 2025, Plaintiff served his verified responses to SEA's First Set of Form Interrogatories. In response to Form Interrogatory No. 107.1, Plaintiff itemized the damages he claims were caused by the INCIDENT as follows: (1) $959.83 to recover the full purchase price of the Dryer; (2) $23,520 for the purported flooring damage caused by Service Quick, Inc.'s technician; and (3) $250 for vent house that he claims was damaged by Service Quick, Inc.'s technician.

As for the refund amount of $959.83 for the Dryer, SEA does not dispute that Plaintiff would be entitled to recover this amount in the event he prevails on his breach of warranty claims against SEA. To the extent "INCIDENT" refers to SEA's alleged breach of the Limited Warranty as alleged in the operative First Amended Complaint, SEA contends that this refund amount was not "caused by the INCIDENT" because the claimed "defect" in the Dryer is not covered by the Limited Warranty and SEA did not otherwise breach the express terms of the Limited Warranty. SEA further contends that Plaintiff is not entitled to recover the refund amount in this lawsuit because Plaintiff did not provide SEA with "reasonable notice" under Commercial Code § 2607(3)(A). By providing SEA with only one repair opportunity, Plaintiff is likewise not entitled to recover the refund amount under California's Song-Beverly Act. (See Civ. Code, § 1793.2(d)(1).) For such reasons, Plaintiff is also not entitled to recover the refund amount under his second cause of action for violation of the MMWA. (See *Clemens v. DaimlerChrysler Corp.* (9th Cir. 2008) 534 F.3d 1017, 1022, fn. 3 [federal claims under the MMWA "hinge on the state law warranty claims" and "stand or fall with ... express and implied warranty claims under state law."].)

As for the flooring damage ($23,520 to $30,000) and the vent house ($250), Plaintiff states in his verified response to SEA's Form Interrogatory No. 107.1 that these damages were caused by the alleged negligence of Service Quick, Inc.'s service technician on September 4, 2024. To the extent "INCIDENT" refers to Plaintiff's negligence claim against SEA, SEA contends that such damages were not "caused by the INCIDENT" because SEA cannot be held liable for the negligence of Service Quick, Inc.'s technician as he was an independent contractor and not employee or agent of SEA.

SEA further contends that it cannot be liable for these damages because of its "hiring of Service Quick," as Plaintiff states in his verified response to Form Interrogatory No. 107.1. Under California's Song-Beverly Act, SEA is authorized to enter into warranty service contracts with "independent service and repair facilities" (like Service Quick, Inc.) to carry out the terms of its express warranties for goods purchased by California consumers. (See Civ. Code, § 1793.2(a).) By statute, an "independent service and repair facility" cannot be "an employee or subsidiary of a manufacturer or distributor." (See Civ. Code, § 1791(f).) Rather, it refers to "any individual, partnership, corporation, association, or other legal entity" that "independent" from a manufacturer or distributor "engages in the business of servicing and repairing consumer goods." (*Id.*) Under California statutory law, "[a]ny individual, partnership, corporation, association, or other legal relationship which engages in the business of providing service or repair to new or used consumer goods has a duty to the purchaser to perform those services in a good and workmanlike manner." (Civ. Code, § 1796.5.) No such duty is imposed on a "manufacturer" or "seller" and nothing in the Civil Code requires manufacturers or sellers to voluntarily assume liability for the tortious acts of an "independent service and repair facility." As permitted by statute, SEA entered into the Service Center Agreement with Service Quick, Inc., which makes clear that Service Quick, Inc. and its technicians are independent contractors. (See SEA00000056.) Accordingly, SEA is not liable for these damages because of its "hiring of Service Quick."

Plaintiff also states in his verified response to Form Interrogatory No. 107.1 that SEA "cannot disclaim" liability for these damages "given its ostensible agency presentation." SEA contends that Plaintiff's ostensible agency theory does not make it liable for the flooring and vent hose damages because it is well-documented that Plaintiff knew and understood—before and after September 4, 2024—that

Service Quick, Inc.'s technician was not an employee or actual agent of SEA. (See, e.g., SEA00000004-SEA00000005.)

For at least these reasons, SEA disputes that the itemized damages stated in Plaintiff's response to SEA's Form Interrogatory No. 107.1 were "caused by the INCIDENT." SEA reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

INTERROGATORY NO. 116.8:

If you contend that any of the costs of repairing the property damage claimed by plaintiff were unreasonable, identify each cost item that you dispute.

RESPONSE TO INTERROGATORY NO. 116.8:

Responding Party objects to this Interrogatory as premature because Plaintiff served the operative complaint on Responding Party at the same time as these Interrogatories and the information sought is entirely in the control of Plaintiff. Responding Party disputes all the costs Plaintiff allegedly incurred that Plaintiff contends were caused by the acts alleged in the operative complaint. Responding Party's investigation is ongoing and it reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 116.8:

Subject to and without waiving any the foregoing objections, Responding Party supplements its original response as follows: Based on the information available to Responding Party as of the date of this Response, Responding Party disputes all the costs Plaintiff allegedly incurred that he contends were caused by the acts alleged in the operative Amended Complaint. Further, Responding Party contends that Plaintiff's estimated $15,000 cost to replace the floor tile in the laundry area and adjoining foyer at Plaintiff's residence is unreasonable. In addition, Responding Party contends that Plaintiff's request for "at least $10,000.00" in connection with his first cause of action for breach of express warranty is unreasonable as Plaintiff purchased the dryer at issue for less than $1,000. Responding Party reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

FURTHER SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 116.8:

Responding Party incorporates its prior response and objections to Interrogatory No. 116.8. Subject to and without waiving any of its prior objections, Responding Party further supplements its response as follows:

Since Plaintiff filed the First Amended Complaint on October 7, 2024, his estimates to repair the flooring have doubled from $15,000 to $30,000. (Compare FAC ¶ 34 with March 3, 2025 Dagrella Decl. ¶ 7.) For this reason, SEA contends that Plaintiff's estimates for his flooring damage costs are unreasonable.

SEA disputes that it is liable for such damages because, as a matter of settled California law, it cannot be liable for the negligence of independent contractors, including Service Quick, Inc.'s technician. SEA reserves the right to modify or supplement this response in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

Dated: May 19, 2025

GREENBERG TRAURIG, LLP

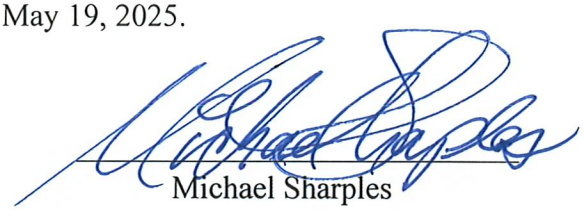
By: */s/ Jennifer C. Cooper*
Jennifer C. Cooper
Evan Morehouse
Attorneys for Defendant
SAMSUNG ELECTRONICS AMERICA, INC.

VERIFICATION

I have read DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.'S FURTHER SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FORM INTERROGATORIES NOS. 104.1, 112.1, 115.2, 115.3, 116.1, 116.7 AND 116.8. I am informed and believe and on that ground allege that the matters stated therein are true.

I am a Sr. Litigation Specialist III of Samsung Electronics America, Inc., a party to this action, and am authorized to make this verification for and on behalf, and I make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are state on formation and belief, as to those matters I believe them to be true.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and this verification was executed on May 19, 2025.



Michael Sharples

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles, California 90067-2121 and email address is gutierrezd@gtlaw.com**.**

On May 19, 2025, I served the following document: **DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.'S FURTHER SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FORM INTERROGATORIES NOS. 104.1, 112.1, 115.2, 115.3, 116.1, 116.7 AND 116.8** on the interested parties in this action addressed as follows:

Jerry R. Dagrella
DAGRELLA LAW FIRM, P.C.
1001 Wilshire Blvd., Suite 2228
Los Angeles, CA 90017
Tel: (714) 292-8249
Email: dagrella@lawyer.com

Jason M. Ackerman
ACKERMAN LAW, PC
3200 East Gausti Rd., Suite 100
Ontario, CA 91761
Tel: (909) 456-1460
Email: jason.ackerman@ackermanlawpc.com

☐ **[BY MAIL]** By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.

☒ **[BY E-MAIL]** By transmitting via e-mail the document(s) listed above to the addresses set forth below on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 19, 2025 at Los Angeles, California.

/s/ Debbie Gutierrez
Debbie Gutierrez

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles, California 90067-2121 and email address is gutierrezd@gtlaw.com.

On May 22, 2025, I served the following document: **DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.'S RESPONSE TO PLAINTIFF'S EVIDENTIARY OBJECTIONS TO EXHIBITS; DECLARATION OF EVAN C. MOREHOUSE IN SUPPORT THEREOF** on the interested parties in this action addressed as follows:

Jerry R. Dagrella DAGRELLA LAW FIRM, P.C. 1001 Wilshire Blvd., Suite 2228 Los Angeles, CA 90017 Tel: (714) 292-8249 Email: dagrella@lawyer.com	*Attorney for Plaintiff*
Jason M. Ackerman ACKERMAN LAW, PC 3200 East Gausti Rd., Suite 100 Ontario, CA 91761 Tel: (909) 456-1460 Email: jason.ackerman@ackermanlawpc.com	*Attorney for Plaintiff*

☐ **[BY MAIL]** By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.

☒ **[BY E-MAIL]** By transmitting via e-mail the document(s) listed above to the addresses set forth below on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 22, 2025 at Los Angeles, California.

Debbie Gutierrez