

Plaintiff/ Cross Defendant	Celia Gonzalez Najera	
Plaintiff/ Cross Defendant/ Guardian Ad Litem	Natalio Pineda Ruiz	Robert Stoll III
Defendant/ Cross Complainant	City of Santa Maria ES Santa Maria Police Department	Peter Urhausen
Defendant	Mario Bautista Martinez	
Minor	Jasmine Pineda Gonzalez	

PROPOSED TENTATIVE

On December 5, 2023, plaintiffs Natalio Pineda Ruiz (Ruiz), Celia Gonzalez Najera (Najera), and Jasmine Pineda Gonzalez (a minor by a through her guardian ad litem Natalio Pineda Ruiz) (Gonzalez) (collectively, plaintiffs), filed a complaint on standard Judicial Council forms against defendants City of Santa Maria, Santa Maria Police Department, and Mario Bautista Martinez, alleging motor vehicle negligence and gross negligence. On July 17, 2023, defendant Mario Bautista Martinez, a police officer on duty while employed by the other named defendants, was driving a Ford Explorer when he collided with a vehicle driven by Ruiz (a 2007 silver Toyota Camry) in which Najera and Gonzalez were passengers, causing substantial injury. A first amended complaint (FAC) was filed on April 8, 2024. Defendant City of Santa Maria filed an answer to the FAC on August 21, 2024. Additionally, defendant City of Santa Maria filed a cross-complaint against cross-defendants Ruiz and Najera, claiming indemnity, equitable contribution, negligence, and declaratory relief. City of Santa Maria contends cross-defendants were either wholly or partially responsible for their own injuries. Defendants have answered the cross-complaint.

Defendant City of Santa Maria served a deposition subpoena on Viking Insurance Company of Wisconsin (Viking), who appears to be Ruiz’s and Najera’s insurer of the 2007 Toyota that they drove/owned in the July 17, 2023 accident. Defendant sought 14 categories of documents involving plaintiffs “relating to an automobile liability insurance policy” between the insureds and the insurer for any period between January 1, 2022, to the present, as follows:

- “All documents” relating to policy No. 11408719916 (hereafter, the policy).
- “The entire underwriting file relating to” the policy.
- “All Documents” relating to any claim by Najera with an occurrence date on or about July 17, 2023.
- “All Documents” relating to any claim by Ruiz with an occurrence date on or about July 17, 2023.
- “All Documents,” including any correspondence to or from Najera, regarding any automobile liability insurance policy in place at any time between January 1, 2022 to date.

- “All Documents,” including any correspondence to or from Natalio Pineda Ruiz, regarding the automobile liability insurance policy in place at any time between January 1, 2022 to date.
- “All Documents” relating to cancellation of policy #11408719916.
- “All Documents” relating to reinstatement of policy #11408719916.
- “All Documents” relating to any automobile liability insurance policy covering a Toyota Camry SIL with license plate number 9ARL197 for any period between January 1, 2022 to date.
- “All Documents” relating to any automobile liability insurance policy covering a Toyota Camry SI, with license plate number 9ARL197 on July 17, 2023.
- “All Documents” relating to any automobile liability insurance policy covering Celia Gonzalez Najera on July 17, 2023.
- “All Documents” relating to any automobile liability insurance policy covering Natalio Pineda Ruiz on July 17, 2023.

Additional subpoena instructions:

- Please provide the entire claim file for Celia Gonzalez Najera, Policy #11408719916
- Please provide the entire claim file for Natalio Pineda Ruiz, Policy # 11408719916.

Plaintiffs have filed a motion to quash the entire notice of deposition subpoena pursuant to Code of Civil Procedure¹ section 1985.3, subdivision (g) and section 1987.1. Defendant filed opposition on January 14, 2026; a reply was filed on January 21, 2026. All briefing has been reviewed.

Section 1985.3, subdivision (a) implements the state constitutional right of privacy by generally protecting “personal records” compiled by, *inter alia*, an insurance company.² “By including insurance companies in the list of organizations covered by this statute [fn. omitted.], the Legislature repeated its concerns that an enormous amount of material is maintained in insurance company files, that the records of the insured should only be released upon a showing that the information should be disclosed, and that as the collector and holder of such information carriers should not freely release information.” (*Griffith v. State Farm Mut. Auto. Ins. Co.* (1991) 230 Cal.App.3d 59, 68.) However, while such information is protected as personal, the Insurance Code authorizes the release of such information in a number of different situations. An authorization from the insured enables the carrier to release the information. (Ins. Code, § 791.13, subd. (a).) Additionally, disclosure is authorized if it is “[o]therwise permitted or required by law.” (Ins. Code, § 791.13, subd. (g).) Whatever exception applies, ***the claimants*** “have the burden to show they have a right to information” as requested. (*Griffith, supra*, at p.

¹ All further statutory references are to the Code of Civil Procedure unless otherwise indicated.

² Section 1985.3, subdivision (g) provides in relevant part that any consumer “whose personal records are sought by a subpoena duces tecum and who is a party to the civil action in which this subpoena duces tecum is served may, proper to the date of production, bring a motion under Section 1987.1 to quash or modify the subpoena duces tecum” At no point does defendant challenge the motion procedure utilized by the moving party (other than to claim there is a meet and confer defect, discussed later in this order); the court will therefore assume the procedural propriety of the motion.

68, emphasis added.) For example (presumably under the exception of “otherwise permitted by law,” once a lawsuit has been filed, and thus the potential claimant has demonstrated a serious claim is being asserted against the insured), courts have recognized that an adverse party has a “discoverable interest” in the other party’s liability insurance which arises with the very pendency of the action against the assured; accordingly, the existence and policy limits of the insured’s liability insurance are relevant to the subject matter involved in the personal injury action. Courts have acknowledged that the disclosure of information will facilitate the resolution of the pending controversy. (*Griffith, supra*, at pp. 69-70.) Accordingly, policy limits are discoverable after the filing of a lawsuit through interrogatories and requests for production. (*Id* at p. 64; see *Irvington-Moore, Inc. v. Superior Court* (1993) 14 Cal.App.4th 733, 739, 743-744.)³ Clearly discovery is permitted whenever consistent with justice and public policy. (*Id.* at p. 738.)

Section 2017.210, a statutory provision not cited by the parties, seems to encapsulate these concepts (at least in part). It expressly provides that a “party may obtain discovery of the existence and contents of any agreement under which any insurance carrier may be liable to satisfy in whole or in part a judgment that may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment. This discovery may include the identity of the carrier and the nature and limits of the coverage. A party may also obtain discovery as to whether that insurance carrier is disputing the agreement's coverage of the claim involved in the action, but not as to the nature and substance of that dispute. Information concerning the insurance agreement is not by reason of disclosure admissible in evidence at trial.” (See *Connecticut Indemnity Co. v. Superior Court* (2000) 23 Cal.4th 807, 822.)⁴

With this background, the court makes four preliminary observations that help frame the issues. While not mentioned by the parties, it seems evident to the court that as a result of the cross-complaint filed by City of Santa Maria against the potential insureds, Viking squarely falls within the limited discovery parameters of section 2017.210, to the effect that a party (here, City

³ The appellate court in *Irvington-Moore* made the following points: “We find nothing in the Insurance Code provisions cited by defendants which would require restrictive interpretation of the Civil Discovery Act Defendants point to the Insurance Information and Privacy Protection Act. (Ins. Code, § 791, et seq.) that act is part this state’s regulation of the business of insurance. It was enacted ‘to establish standards for the collection, use, and disclosure of information gathered in connection with insurance transactions by insurance institutions, agents, or insurance-support organizations’” (Ins. Code, § 791.) The act applies to, and restricts, information gathering practices and disclosures of information by insurers. It does not purport to create a privilege against discovery by an insured party who is a party to the lawsuit. Moreover, the provisions of the insurance act yield where ‘disclosure is [o]therwise permitted or required by law ‘ or is [i]n response to a facially valid administrative or judicial order, including a search warrant or subpoena.’ (Ins. Code, § 791.13, subds, (g), (h).” (*Irvington-Moore, supra*, at p. 741.)

⁴ Some communications between the insured and the insurance carrier may be deemed privileged under certain circumstances. For example, in *Soltani-Rastegar v. Superior Court* (1989) 208 Cal.App.3d 424, two defendants in a personal injury action challenged a court order requiring disclosure of statements they made to an insurance claims representative, claiming the attorney-client privilege protected the discussion. The privilege does not apply, however, when the “statements were given when litigation had not yet begun, and no attorney has been assigned to handle the case.” (*Id.* at p. 425.) On the other hand, if the sole purpose of the communication is attorney review, advice, or defense in the event of litigation, the privilege will apply even if litigation is only a threat on the horizon and no attorney has yet been selected to address that threat. (*Id.* at p. 428.)

of Santa Maria) may obtain “the existence and contents of any agreement under which any insurance carrier may be liable to satisfy in whole or in part a judgment that may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.” This discovery may include the identity of the carrier. (See, e.g., *Catholic Mutual Relief Society v. Superior Court* (2007) 42 Cal.4th 358, 366 [describing section 2017.210 as allowing “limited discovery of a defendant’s liability insurance coverage”]; p. 372 [the legislative history, context, and purpose of section 2017.210 all suggest the section was specifically intended to authorize limited discovery of a defendant’s liability insurance coverage; nothing in the language “discloses an intention to extend the scope of the limited discovery right beyond the primary liability insurances policies”].) “The availability and extent of a defendant’s liability insurance coverage is important information that plaintiffs are clearly entitled to discover under section 2017.210.” (*Id.* at p. 373.) This acknowledgement places the scope of the protections outlined in both section 1985.3 and Insurance Code section 719.13 in proper perspective.

Second, and contrary to defendant’s argument, it follows that outside this statutory provision defendant has the burden to show it has the right to obtain the insurance information requested. (*Griffith, supra*, 230 Cal.App.3d at p. 68)

Third, a second basis exists to support defendant’s claim that it is entitled to additional contents of Viking’s insurance files despite the protections outlined in section 1985.3 and Insurance Code section 719.13, noted above. Civil Code section 3333.4, subdivision (a)⁵ expressly provides that an uninsured motorist is barred from recovering noneconomic damages against defendant from an accident arising out of the use of the uninsured motor vehicle. (See, e.g., *Allen v. Sully-Miller Contracting Co.* (2002) 28 Cal.4th 222, 225.) Significantly, as the seventeenth affirmative defense in its answer, defendant claims that noneconomic damages claimed by plaintiff are barred pursuant to Civil Code section 3333.4 if any “plaintiff was driving without liability insurance at the time of the incident” Defendant is therefore entitled to Viking’s insurance records that further or advance this defense.

Fourth, at no point do plaintiffs provide a privilege log as to any specific communication between it and Viking. Of course, the failure to provide a privilege log does not alone amount a waiver of any attorney-client privilege. (*Catalina Island Yacht Club v. Superior Court* (2015) 242 Cal.App.4th 1116, 1127.) But at no time in the motion does plaintiff invoke the attorney-client privilege in any way. The court will therefore assume that privilege does not apply.

⁵ This provision provides in relevant part as follows: “Except as provided in subdivision (c), in any action to recover damages arising out of the operation or use of a motor vehicle, a person shall not recover non-economic losses to compensate for pain, suffering, inconvenience, physical impairment, disfigurement, and other nonpecuniary damages if any of the following applies: [¶] . . . [¶] (2) the injured person was the owner of the vehicle involved in the accident and the vehicle was not insured as required by the financial responsibility laws of this state. [¶] The injured person was the operator of the vehicle involved in the accident and the operator cannot establish his or her financial responsibility as required by the financial responsibility laws of this state.”

With these observations in mind, on the merits, the court initially rejects defendant's claim in opposition that the motion is defective for failing to meet and confer. While Code of Civil Procedure 1987.1 requires that a motion to quash a subpoena be reasonably made -- the provision plaintiff relied upon to advance the motion to quash -- the provision does not require the parties to resolve the issue informally or engage in good faith or reasonable efforts to meet and confer.

Also on the merits the court rejects both sides broad, sweeping contentions, with plaintiff claiming no information in Viking's possession should be discoverable, while defendant seems to be claiming that all 14 categories of information should be accessible. Neither party is correct. Defendant is entitled to the information authorized per section 2017.210 and Civil Code section 3333.4, and nothing else, as no other showing has been made by defendant outside the scope of these two provisions, meaning other information in Viking's insurance file is protected under the authority noted above. The court therefore grants and denies the motion to quash, determining the following documents in Viking's possession are discoverable (and nothing more at this time)⁶:

- The existence or contents of any automobile insurance policy or policies that are relevant to this lawsuit, which includes the amount of coverage, and which indicate that the car owned/driven by plaintiffs at issue in this accident was insured as required under California law at the time the accident occurred, including the identity of the carrier and the nature and limits of the coverage (insurance policies for other cars are not relevant);
- Any correspondence between the plaintiffs and the insurer during the life of these insurance policy, or policies, up to the present, indicating the car owned/driven was insured by plaintiffs at the time of the accident at issue in this matter between (between January 1, 2022 and the present) (any other correspondence is precluded);
- Any documents indicative of claims made by plaintiffs under the insurance policy or policies as to the car involved in the accident owned/ driven by plaintiffs was insured at the time of the accident (claims made by the plaintiffs about other accidents and other cars is not relevant). In this regard, defendant may also obtain all documents concerning whether the insurance carrier is disputing the agreement's coverage of the claim involved in the action, *but not the nature and substance of that dispute*.
- Any documents indicating the insurance policy or policies at issue were cancelled at any time, or reinstated at any time, although as above *this is not to include the*

⁶ In reply, plaintiff insists the subpoena seeks privileged materials, but fails to identify any particular communication that is privileged. More significantly, plaintiff fails to address the import of section 2017.210 and Civil Code section 3333.4, which rest at the heart of the discovery disclosure in this order. Nothing in reply disabuses the court of its conclusion that the disclosures ordered here are inappropriate.

nature and substance of the dispute. (Documents about other policies in this regard are irrelevant).

The court denies discovery to defendant as to all other documents in Viking's possession at this time. This narrowly tailored order comports with section 2017.210 and Civil Code section 3333.4, on one hand, while recognizing the protections afforded plaintiffs under the above-mentioned statutory authority, on the other hand. The court is taking an incremental approach to the discovery dispute. If the discoverable information suggests or indicates Viking may be in possession of other evidence that is relevant to this lawsuit, defendant can file supplemental requests. This order will require defendant to redraft the deposition subpoena as it currently reads and reserve it on Viking. The parties should meet and confer about an appropriate date for the document production.

The parties are directed to appear either in person or by Zoom.