

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

West District, Santa Monica Courthouse, Department P

**25SMCV00869**

**JACKSON BUNKER, et al. vs KEVIN O. PINEDA, et al.**

April 1, 2026

9:30 AM

Judge: Honorable David W. Swift

Judicial Assistant: K. House

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Ruling on Submitted Matter

The matter is not called for hearing.

The Court, having taken the matter under submission on 03/23/2026 for Hearing on Motion for Sanctions, now rules as follows:

**Final Ruling**

Jackson Bunker, et al. v. Kevin O. Pineda, et al., Case No. 25SMCV00869

Defendants' Motion for Sanctions under Civ. Code § 128.7

Hearing Date: March 23, 2025

**Background**

This is a personal injury case. Plaintiffs Jackson Bunker and Cameron Jonas allege that on December 14, 2024, Defendants Kevin O. Pineda and 1st Class Valet LLC negligently operated a golf cart, causing it to roll over and injure Plaintiffs. (Complaint, ¶ 15.)

Plaintiffs filed the complaint on February 20, 2025. Defendants answered on July 7, 2025.

Defendants filed a cross-complaint on July 7, 2025, against Roe Defendants 1-20 for implied indemnity and contribution. On January 23, 2026, Defendants amended the cross-complaint to name Next Insurance; Next First Insurance Agency, Inc.; State National Insurance Company; and Next Claims Management Inc. as Roes 1-4.

On February 20, 2026, Defendants filed this Motion for Sanctions, accompanied by the Galdamez, Pineda, and Gelb Declarations. Plaintiffs filed opposition on March 10, 2026.

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Defendants replied on March 13, 2026.

Defendants argue that Plaintiffs have unreasonably maintained this lawsuit despite discovery showing that neither defendant was driving the golf cart when the accident occurred, Plaintiffs caused the accident, and Defendants did not own the golf cart. (Motion for Sanctions, p. 3.)

Defendants request terminating sanctions, reasonable expenses, and attorneys' fees. (Notice of Motion for Sanctions, p. 2.)

In opposition, Plaintiffs argue that Code Civ. Proc. § 128.7 motions are rarely granted, that their claims against Defendants will be substantiated with additional discovery, and that sanctions should not be awarded. (Opposition, pp. 4-6.) Plaintiffs argue that Defendants' rental contract for the golf cart justifies maintaining this lawsuit. (Id. at p. 7.) Plaintiffs request sanctions against Defendants' attorney for filing a frivolous motion. (Id. at p. 8.)

The Court heard argument on March 23, 2026, and took the matter under submission. The Court now rules as follows:

#### Governing Law

CCP section 128.7(b) provides that by signing and filing a pleading, an attorney "is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, all of the following conditions are met: (1) [i]t is not being presented primarily for an improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation[;] (2) [t]he claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law[;] (3) [t]he allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery[;] (4) [t]he denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief." (Code Civ. Proc., § 128.7(b).) CCP section 128.7 authorizes the court to impose appropriate sanctions upon attorneys or parties that have violated subsection (b). (Id., § 128.7(c).)

#### Discussion

##### Frivolous Claims

A claim can be factually frivolous or legally frivolous. (Peake v. Underwood (2014) 227

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Cal.App.4th 428, 440.) “A claim is factually frivolous if it is ‘not well grounded in fact’ and it is legally frivolous if it is ‘not warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law.’” (Id.) “In either case, to obtain sanctions, the moving party must show the party’s conduct in asserting the claim was objectively unreasonable.” (Id.) “A claim is objectively unreasonable if ‘any reasonable attorney would agree that [it] is totally and completely without merit.’” (Id.) A claim that was not frivolous when it was filed may become frivolous if later-acquired evidence refutes the findings of a pre-filing investigation and the attorney continues to file papers supporting the client’s claims. (Id. at 441.)

a. Defendants’ evidence of frivolous claims

Defendants argue that they cannot be legally liable for the accident. Defendants are 1st Class Valet and Kevin O. Pineda, the owner of 1st Class Valet. (Motion for Sanctions, p. 5.)

Defendants argue that they were hired to provide valet services for a Tixr corporate event. They provided two services: valet parking for event guests, but not employees, and guest transportation from the entrance to the main event in golf carts. (Ibid.) 1st Class Valet argues that it rented two golf carts from Los Angeles Golf Cart Rentals for this purpose. (Ibid.) Defendants argue that Plaintiffs were photographers hired to work at the Tixr event and were not permitted to use the valet or golf cart services. (Ibid.) Defendants argue that Plaintiffs convinced 1st Class Valet’s independent contractor, Leonardo Enrique Martinez Galdamez, hired to valet cars, not drive golf carts, to operate the golf cart without authorization. (Ibid.) Defendants argue that Plaintiffs were intoxicated and that while the golf cart was moving, one of the Plaintiffs jumped from the golf cart, causing it to flip over. (Ibid.) After the incident, Defendants argue that Plaintiffs helped Martinez Galdamez flip the golf cart back over and stated that everything was fine. (Ibid.) Defendants argue that after the incident, Martinez Galdamez drove Plaintiffs to their car and they left the event. (Ibid.)

Defendants contend that their attorney, Mr. Gelb, met and conferred with Plaintiffs’ counsel on June 17, 2025, and advised him of the deficiencies in the complaint. Defendants argue that Plaintiffs’ Counsel refused to amend the complaint and instead served two § 998 offers, which were denied. Defendants contend that subsequent discovery supported their version of events. Defendants contend that Plaintiffs then ignored Defendants’ requests to dismiss this motion. Defendants then served this motion on Plaintiffs on December 8, 2025. (Motion for Sanctions, p. 5.) The Motion was filed on February 20, 2026, more than 21 days after Defendants served plaintiffs.

Defendants argue that Plaintiffs had no objectively reasonable justification for maintaining the suit because all evidence shows that Defendants could not be liable for Plaintiffs’ injuries. (Motion for Sanctions, pp. 6-7.)

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In opposition, Plaintiffs argue that further discovery will substantiate the allegations in their complaint, but do not deny Defendants' account of the accident. (Opposition, p. 5.)

Defendants submit the Pineda Declaration, showing that Mr. Pineda, the owner of 1st Class Valet, was not present at the event where the accident occurred, and that Martinez Galdamez was hired by 1st Class Valet to valet cars, not drive golf carts, that the golf carts were only intended for guests, and that the golf carts were rented from Los Angeles Golf Cart Rentals. (Pineda Declaration, ¶¶ 2, 4-8.)

Defendants submit the Martinez Galdamez declaration, substantiating Defendants' account of the accident, and confirming that Martinez Galdamez was hired to valet cars, and that Plaintiffs' attorneys never contacted him. (See Martinez Galdamez declaration, generally, and ¶¶ 2, 12.)

Finally, Defendants submit the Gelb Declaration and attachments documenting the parties' communications after the case was filed. Defendants submit a record from Mr. Pineda's deposition that also verifies Defendants' account of the incident. The Deposition, taken on November 20, also shows that there were two witnesses to the accident who verified Mr. Martinez Galdamez's account, and that this information was provided to Plaintiffs on November 20, if not earlier. (Exhibit 2, p. 62.) Plaintiffs' video of the accident was also produced to Defendants during the deposition. The video appears to show one Plaintiff jumping off the cart immediately before it turned over and later verifying that everyone was alright. (Gelb Declaration, ¶ 9)

Defendants' evidence shows that they first raised their issues with the complaint with Plaintiffs' counsel on June 17, 2025, before Defendants answered the complaint. (Gelb Declaration, Exhibit 5, pp. 1-2.) Defendants' discovery responses show that Plaintiffs were made aware that Mr. Pineda was not the golf cart driver on October 12, 2025. (Id. at Exhibit 8, response to Special Interrogatory No. 10, identifying the golf cart drivers as Elias Romero and Nelson Belloso.) Though Plaintiffs may have been aware of some of the issues in the case before Pineda's deposition, the deposition transcript raises all the same issues that Defendants raise in this motion. Defendants have met their burden to establish that there was no basis for Plaintiffs to maintain this action against only Pineda and 1st Class Valet after the Pineda deposition.

b. Plaintiff's justifications for Maintaining their claims against Defendants

Plaintiffs' main justification for maintaining this suit is that Pineda assumed all responsibility for claims resulting from 1st Class Valet's golf cart rentals in his contract with Los Angeles Golf

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Cart Rentals. (Opposition, p. 6.)

In reply, Defendants argue that Pineda cannot be liable under any contract with Los Angeles Golf Cart Rentals because contractual allocation of responsibility does not create a tort duty that would support Plaintiffs' negligence claim. (Reply, p. 5.) Defendants also argue that the agreement is improperly authenticated and lacks a foundation and therefore cannot be considered. (Ibid.) The Court agrees. The Waldron Declaration provides no foundation or authentication for the contract. (See Waldron Declaration, ¶ 6.)

However, since Motions for Sanctions under Code Civ. Proc. § 128.7 are so rarely granted and the rental agreement is the only evidence Plaintiffs introduce to support maintaining their claim against Pineda and 1st Class Valet, the Court will address Plaintiffs' argument.

The rental agreement between 1st Class Valet and Los Angeles Golf Cart Rentals contains the following provision:

In exchange for the privilege to rent the golf cart(s), Client is accepting responsibility for their own negligence. Client must operate golf cart(s) in a safe manner and adhere to all conditions and rules set forth by LA Golf Cart Rentals LLC. Client is liable for all medical and legal claims that may arise from rental of the golf cart(s). Client voluntarily agrees to accept the risk of using the golf cart(s) and on behalf of themselves, their personal representatives and their heirs hereby releases LA Golf Cart Rentals LLC and its owners, officers, employees, and agents from any and all claims, actions causes of action, suits, judgments and demands for bodily injury, property damage, loss of life and/or loss of services, in law and in equity, that may in any way or manner arise out of the use of the golf cart. (Waldron Declaration, Exhibit D, ¶ 1.)

The complaint alleges negligence based on vicarious liability. (Complaint, ¶¶ 11-12.) An employer's negligence is established by showing that the employer controlled the employee who committed the tortious act. (Farmers Ins. Group v. County of Santa Clara (1995) 11 Cal.4th 992, 1005.) Here, there is undisputed evidence that Pineda did not commit the tortious act. Pineda's contract with Los Angeles Golf Cart Rentals does not support Plaintiffs' claim that Pineda committed the tortious act.

When Plaintiffs filed this action, they could have reasonably believed that Defendants were liable for the accident because 1st Class Valet rented the golf cart for the event and operated the golf cart at the event. However, discovery presented a consistent picture of the accident that contradicted Plaintiffs' initial theory. Pineda's deposition provided uncontroverted evidence that Pineda was not the driver. Because Pineda never operated the vehicle, 1st Class Valet could not

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be vicariously liable for Pineda's actions. As an LLC, 1st Class Valet itself also could not operate the vehicle itself. By the Pineda deposition on November 20, 2025, it was clear that Martinez Galdamez drove the vehicle. At that point, continuing to prosecute this action against Pineda and 1st Class Valet became unreasonable. Plaintiffs have failed to put forth any evidence supporting this action against these defendants and are extremely unlikely to discover support for their claims because they have deposed the alleged driver, identified the actual driver, and received responsive discovery from Defendants. (See CCP § 128.7(b)(3).)

c. Sanctions

On a motion for sanctions, the Court may award the prevailing party its reasonable expenses and attorneys' fees in presenting or opposing the motion (Code Civ. Proc. § 128.7(c)(1).) Sanctions may be ordered against the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation. (Code Civ. Proc. § 128.7(c).) Defendants request \$30,000 in sanctions and attest that work on this case until the hearing is estimated to cost them \$20,162.21. (Gelb Declaration ISO Reply, ¶ 6.)

Defendants' counsel submits his billing records in support of his fee request. Defendants' billing records cover all of defense counsel's work on this case. However, only work on this motion is recoverable under § 128.7. Defendant's first billed item identifiable as work on this motion was on December 8, 2025, where Defendants' counsel billed for drafting the § 128.7 motion. All work billed after December 8, 2025, appeared to concern this motion. (See Gelb Declaration ISO Opposition, Exhibit A, p. 1 [calculated from December 8, 2025, beginning eleven rows from the top at "Draft 128.7"].) Defense counsel billed a total of 9.9 hours on this motion. 9.9 hours is reasonable for this motion.

Defense counsel billed Defendants \$500 per hour. \$500 per hour is a reasonable rate for an attorney in the Los Angeles Area.

Counsel also submits evidence that his costs for this motion were \$1,279.82. (Gelb Declaration ISO Opposition, Exhibit A, p. 2.) Costs are recoverable under Code Civ. Proc. § 128.7(c)(1). The Court grants Defendants \$6,229.82 in sanctions.

At hearing, there was disagreement about who should be responsible for paying any sanction award. Sanctions may be ordered against a party and/or their attorney, depending on who was primarily responsible for the violation. (Burkle v. Burkle (2006) 144 Cal.App.4th 387, 403 [sanctioning both the wife and her attorney for filing a separate lawsuit over matters within the jurisdiction of ongoing family court proceedings].) Sanctions based solely on a violation of CCP

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§ 128.7(b)(2) (relating to legal contentions) must be awarded only against counsel, not a represented party. (Code Civ. Proc. § 128.7(d)(1). However, where sanctions are based on the other subdivisions of section (b), sanctions are available against both counsel and the party. (Burkle v. Burkle, 144 Cal.App.4th at 402-403.)

Here, the conduct at issue falls primarily under CCP § 128.7(b)(3), which requires factual allegations to have evidentiary support or be likely to have evidentiary support. For the reasons discussed above, Plaintiffs' claims here do not have evidentiary support. Because it is not clear whether the sanctionable conduct is attributable primarily to the party or the attorney, the Court orders the sanctions to be awarded jointly and severally against Plaintiff and Plaintiff's counsel.

**Conclusion**

Defendants' Motion for Sanctions is GRANTED and moving Defendants are dismissed with prejudice.

Plaintiffs and Plaintiffs' counsel are ordered to pay Defendants \$6,229.82 in attorneys' fees and costs within fifteen (15) days.

The Motion for Sanctions filed by 1st Class Valet LLC, Kevin O. Pineda on 02/20/2026 is Granted.

The Court orders Kevin O. Pineda and 1st Class Valet LLC in Complaint filed by Jackson Bunker, et al. on 02/20/2025 dismissed With Prejudice.

Judicial Assistant to give notice.

Certificate of Service is attached.