

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN DIEGO  
CENTRAL**

**MINUTE ORDER**

DATE: 03/02/2018

TIME: 09:00:00 AM

DEPT: C-75

JUDICIAL OFFICER PRESIDING: Richard E. L. Strauss

CLERK: Blanca Delgado

REPORTER/ERM: Not Reported

BAILIFF/COURT ATTENDANT: Paul Darwin

CASE NO: **37-2016-00037384-CU-MC-CTL** CASE INIT.DATE: 10/24/2016

CASE TITLE: **North San Diego County Association Of Realtors vs Sandicor Inc [IMAGED]**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Misc Complaints - Other

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**EVENT TYPE:** Summary Judgment / Summary Adjudication (Civil)

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**APPEARANCES**

Matthew Shields, specially appearing for counsel Frederick K Taylor, present for Cross - Defendant, Plaintiff(s).

Michael J Hickman, counsel, present for Defendant, Cross - Complainant(s).

Edwin Boniske, specially appearing for counsel Alexis S Gutierrez, present for Cross - Defendant, Intervenor, Interested Party(s).

Nicholas Kawuka, counsel, also present for Cross - Defendant, Plaintiff(s).

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This being the time set for oral argument on the above entitled motion(s), the Court issued its tentative ruling on 03/01/2018,

The Court hears oral argument and CONFIRMS AS **MODIFIED** the tentative ruling as follows:

Plaintiffs North San Diego County Association of Realtors and Pacific Southwest Association of Realtor's Motion for Summary Judgment and/or Summary Adjudication Regarding Defendant-Intervenor's First Amended Complaint-in-Intervention is denied.

As the moving party, plaintiff has the burden of persuading the court that each element of the cause of action has been proved and there is no defense thereto. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.) Plaintiff also has the initial burden of producing evidence which makes a prima facie showing of the nonexistence of a triable issue of fact. (*Ibid.*) Plaintiff has not met its burden that summary judgment on the issue of whether a statutory buyout can be implemented should be entered in its favor. Plaintiff has not established that a statutory buyout pursuant to Corp. Code § 2000 is impermissible and excluded by the agreement.

IT IS SO ORDERED:



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Judge Richard E. L. Strauss