

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/24/13

DEPT. SO 11

HONORABLE ROSS M. KLEIN

JUDGE

L. HERNANDEZ

DEPUTY CLERK

HONORABLE  
NON-APP

JUDGE PRO TEM

R. HICKMAN-LIU, CA

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

Reporter

2:00 pm

NC057268

Plaintiff  
Counsel

BOSCO TUAN TRAN, ET AL

VS

Defendant

WARREN E & P, INC., ET AL

Counsel

VOLS 1-4

**NATURE OF PROCEEDINGS:**

RULING ON SUBMITTED MATTER;

Incorporated herein as an Attachment is the Court's ruling as to the Court Trial taken under submission on June 20, 2013 (see two page Attachment).

Clerk to give notice.

CLERK'S CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the  
MINUTE ORDER - RULING ON SUBMITTED MATTER  
upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in LONG BEACH, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: 6/24/2013

John A. Clarke, Executive Officer/Clerk

MINUTES ENTERED  
06/24/13  
COUNTY CLERK

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**NATURE OF PROCEEDINGS:**

By: \_\_\_\_\_

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## Factual Overview

This case involves a dispute over use of a driveway located on the southern end of Cross-Complainant Warren Resources of California, Inc.'s ("Warren") property. The driveway, located on "Lot G," abuts the tire shop and welding business owned by Plaintiff Sonny & Bosco, Inc. and operated on land owned by Plaintiffs Bosco Tuan Tran and Sonny Tran. This land is often referred to as "Lot 8."

In 2004, Bosco Tuan Tran and Sonny Tran jointly purchased Lot 8 and the tire shop business (called "Martinez Tires Service") from Jesus Gonzalez. Plaintiff Sonny & Bosco, Inc. ("S&B") was formed. In 2005, it entered into a lease with Defendants' predecessor, Global Oil, LLC, to lease "the South East Corner" of Lot G consisting of 5,000 square feet of land. Global Oil, LLC sold Lot G to Warren in 2006. Warren assumed the lease with Sonny and Bosco Inc. as well as a lease on the north side of Lot G with another tenant.

Sonny and Bosco Inc.'s business consists of performing tire replacement and related mechanical repair services on large commercial trucks.

From 2006 to 2008, Sonny and Bosco Inc. made lease payments to Warren of \$1,000.00 per month. In late 2008, WRCI gave notice to Sonny and Bosco, Inc. its lease was being terminated. Sonny and Bosco, Inc. continued to use the driveway to park vehicles and conduct repairs.

The driveway was not part of the land sold to Plaintiffs in 2004, Warren tried to communicate this to Plaintiffs. Warren's land manager, Thomas Dahlgren sent Plaintiffs a letter in early 2011 with along with maps explaining the properties boundaries. Plaintiffs continued to use the driveway as their own property.

In 2011, Mr. Dahlgren offered the Plaintiffs a lease for the driveway for \$300.00 per month. Plaintiffs never accepted the offer. After ordering a property survey, in September 2011 Warren erected a fence enclosing their own property.

## Complaint

The land in question is irrefutably owned by the Defendant.

The Plaintiffs have not met their burden to prove that it is entitled to use the property or that it has perfected an easement by necessity or a prescriptive easement.

As to the Complaint, Judgment is entered for the Defendant. The Plaintiffs shall take nothing in this action.

## Cross-Complaint

The Court finds that the initial lease was terminated and not renewed. The Cross-Complainant has no right to rental payment or attorney fees pursuant to the written lease.

The survey was ordered by the Cross-Complainant. The fence was commissioned by and constructed for the benefit of the Cross-Complainant; it secured the Cross-Complainant's property. The Cross-Defendant is not responsible for these costs.

Civil Code section 3294 addresses punitive damages. Neither malice, oppression nor fraud were proven by clear and convincing evidence. While the Cross-Defendants' conduct was arrogant and dismissive, it did not rise to such a level so as to merit a punitive award. Punitive damages are denied.

The Court finds that the Cross-Complainants have met their legal burden and have proven that the Cross-Defendants trespassed on their property. The Court awards damages to the Cross-Complainant of \$7,200.00. This is determined by multiplying the reasonable value of the use of the Cross-Complainants' driveway, \$300.00 per month, for 24 months.

While the Cross-Defendants' actions fall far short of the ideal business model, the Cross-Complainants have not met their burden in proving that the Cross-Defendants' corporate entity should be disregarded.

Cross-Complainants to prepare a proposed Judgment and Memorandum of Costs.

SO ORDERED.

**JUDGE ROSS M. KLEIN**

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ROSS M. KLEIN, JUDGE

Dated: 6/24/13