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8 Attorneys for Defendant, **TERRANCE J. OSMAN DBA 1911 BUILDERS (erroneously sued as**
9 **TERRANCE J. OSMAN a/k/a 1911builders.com)**

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES, CHATSWORTH COURTHOUSE**

12 MIA TRETТА, through her guardian ad litem
13 Tiffany Shepis-Tretta,

14 Plaintiff,

15 vs.

16 TERRANCE J. OSMAN, an individual a/k/a
17 1911builders.com; MAMI MATSURA-
18 BERHOW, an individual; and DOES 1 through
19 50,

20 Defendants.

CASE NO.: 20STCV48910

[Complaint filed: 12/22/2020]

JUDGE: STEPHEN P. PFAHLER
DEPT.: F-49

NOTICE OF MOTION AND DEFENDANT
TERRANCE J. OSMAN DBA 1911
BUILDERS' MOTION TO STRIKE
PORTIONS OF PLAINTIFF'S COMPLAINT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF;
DECLARATION OF SEAN R. FERRON

Date: June 28, 2021

Time: 8:30 a.m.

Dept: F-49

Reservation No.: 66284714409

21 TO PLAINTIFFS AND TO THEIR ATTORNEYS OF RECORD HEREIN:

22 PLEASE TAKE NOTICE that on June 28, 2021 at 8:30 a.m., or as soon thereafter as the matter
23 may be heard in Department F-49 of the above-entitled Court, Defendant TERRANCE J. OSMAN dba
24

1 1911 BUILDERS (hereinafter “Defendant”) will move to strike portions of the Complaint of Plaintiff
2 MIA TRETТА, a minor, by and through her Guardian Ad Litem, (hereinafter “Plaintiff”).


3 Defendant will, and hereby does, move this Court, pursuant to California Code of Civil
4 Procedure sections 435, 436 and 437, for an Order to strike portions of Plaintiff’s Complaint as follows:

- 5 1. From Plaintiff’s prayer on page 23 of the Complaint: “d) For punitive and exemplary
6 damages in an amount sufficient to punish and deter Defendants’ conduct.”
- 7 2. From Plaintiff’s prayer on page 23 of the Complaint: “11. For attorney fees...”
- 8 3. From Plaintiff’s prayer on page 24 of the Complaint: “f) Injunctive relief against Defendant
9 Seller and Does One through Fifty, requiring them to cease the public nuisance they have
10 created, as alleged in Count III above, by: a. Ceasing sale of ghost gun frames, receiver or
11 kits unless and until they are in compliance with CUHA and other state and federal laws.”

12
13 This Motion to Strike is based upon Plaintiff’s Complaint, and the pleadings, papers and files
14 made part of this Court’s record herein, and as to which the Court is respectfully requested to take
15 judicial notice pursuant to California Evidence Code section 452(d), and upon any such additional
16 evidence as may be presented to the Court at the time of hearing on this Motion to Strike.

17
18
19
20 DATED: March 31, 2021

LAW OFFICES OF ADRIENNE D. COHEN

21 By: 
22 _____
23 **ADRIENNE D. COHEN,**
24 **SEAN R. FERRON,**
25 Attorneys for Defendant,
26 **TERRANCE J. OSMAN DBA 1911**
27 **BUILDERS**

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This matter involves a shooting that took place on November 14, 2019 at Saugus High School in
4 Santa Clarita, California. The shooter was sixteen-year-old Nathaniel Burhow (“the shooter”).
5 Defendant lawfully sold an “80% Kit” that was allegedly then later made into a complete firearm and
6 used in the shooting. The sale of the “80% Kit” is not subject to the same Federal and State Laws as the
7 sale of complete firearms. The shooter intentionally caused the shooting and engaged in criminal
8 activity that has caused Plaintiff’s alleged injuries. The shooter’s responsibility for Plaintiff’s injuries is
9 clear. Plaintiff has alleged that Defendant unlawfully sold a “firearm” to the shooter or to his father and
10 makes claims against Defendant for damages that were solely caused by the criminal actions of the
11 shooter. Plaintiff makes these allegations even though she admits that Defendant did not sell a complete
12 firearm and only sold an “80% Kit” that was allegedly then finished by the shooter or his father to the
13 point of being a complete firearm and used in the shooting. These “80% Kits” are not “firearms” and
14 did not violate any laws. Therefore, Defendant was not negligent and did not commit any public
15 nuisance.

16 A motion to strike punitive damages lies where the claim sued upon fails to support an award of
17 punitive damages as a matter of law. Here, Plaintiff fails to allege with the requisite specificity any facts
18 to support her claims for punitive damages against Defendant. Plaintiff also alleges an entitlement to an
19 injunction in her prayer pursuant to her Cause of Action for Public Nuisance. Plaintiff’s cause of action
20 for Public Nuisance is barred against Defendant, as Defendant is immune to this type of general tort
21 cause of action pursuant to 15 USC §§ 7901-7903 or the Protection of Lawful Commerce in Arms Act
22 (hereinafter “PLCAA”). Plaintiff also does not allege a basis and there is no contractual or statutory
23 basis to pursue attorneys’ fees against Defendant and Plaintiff has agreed that this portion of the motion
24 is undisputed and will be removed against Defendant (Declaration of Sean R. Ferron, ¶ 4).

25 Therefore, Plaintiffs’ prayers for punitive damages, injunction, and attorneys’ fees should be
26 stricken against this Defendant, with prejudice, and without leave to amend.

1 **II. A MOTION TO STRIKE IS PROPER TO STRIKE PUNITIVE DAMAGES CLAIMS**
2 **NOT SUPPORTED BY FACTS**

3 The following are the grounds for a motion to strike pursuant to California Code of Civil
4 Procedure section 436:

- 5 (a) Strike out any irrelevant, false, or improper matter inserted in any pleading.
6 (b) Strike out all or any part of any pleading not drawn or filed in conformity with the laws
7 of this state, a court rule, or an order of the court.

8 A motion to strike can be used to attack the pleading, or various parts such as a cause of action,
9 single word, or phrase. (*Warren v. Atchison, Topeka & Santa Fe Ry. Co.* (1971) 19 Cal.App.3d 24, 40).

10 **III. PLAINTIFF'S COMPLAINT FAILS TO ALLEGE SUFFICIENT FACTS TO SUPPORT**
11 **A CLAIM FOR PUNITIVE DAMAGES AGAINST DEFENDANTS**

12
13 Claims for punitive damages are disfavored in California. (*Las Palmas Assocs. v. Las Palmas*
14 *Center Assocs.* (1991) 235 Cal.App.3d 1220, 1258). In order to state a claim for punitive damages, a
15 plaintiff must allege facts that establish, by clear and convincing evidence, that the defendant has
16 engaged in oppression, fraud or malice that constitutes despicable conduct. (California Civil Code
17 section 3294; *Stewart v. Truck Ins. Exchange* (1993) 17 Cal.App.4th 468, 482). Conclusory allegations
18 that seek punitive damages are improper; rather a plaintiff must allege specific facts that meet the clear
19 and convincing standard as set forth in California Civil Code section 3294. A plaintiff must allege that
20 the defendant acted with oppression, fraud, or malice, for example, that the defendant had the intent to
21 inflict injury or destroy reputation. (*Smith v. Sup. Ct.* (1992) 10 Cal.App.4th 1033, 1041-42; *G.D.*
22 *Searle v. Sup. Ct.* (1975) 49 Cal.App.3d 22, 28-29).

23 The following are the definitions for malice, oppression and fraud as defined respectively in
24 California Civil Code section 3294(c)(1)-(3):

- 25 (1) 'Malice' means conduct which is intended by the defendant to cause injury to the plaintiff
26 or despicable conduct which is carried on by the defendant with a willful and conscious
27 disregard of the rights or safety of others.

1 (2) 'Oppression' means despicable conduct that subjects a person to cruel and unjust
2 hardship in conscious disregard of that person's rights.

3 (3) 'Fraud' means an intentional misrepresentation, deceit, or concealment of a material fact
4 known to the defendant with the intention on the part of the defendant of thereby
5 depriving a person of property or legal rights or otherwise causing injury.

6 Furthermore, "despicable conduct" is defined as "'conduct which is so vile, base, contemptible,
7 miserable, wretched or loathsome that it would be looked down upon and despised by ordinary decent
8 people.'" Such conduct has been described as '[having] the character of outrage frequently associated
9 with crime.'" (*Tomasselli v. Transamerica Ins. Co.* (1994) 25 Cal.App.4th 1269, 1287 (emphasis
10 added); citing *Taylor v. Sup. Ct.* (1979) 24 Cal.3d 890,894). As discussed below, Plaintiff has failed to
11 allege any specific facts by clear and convincing evidence that show Defendant acted with malice,
12 oppression, or fraud such as to support a claim for punitive damages.

13 General pleadings are not sufficient, but rather specific facts are required in order to support a
14 claim for punitive damages. (*Smith v. Sup. Ct.* (1992) 10 Cal.App.4th 1033, 1041-42). "When the
15 plaintiff alleges an intentional wrong, a prayer for exemplary damage may be supported by pleading that
16 the wrong was committed willfully or with a design to injure." (*G.D. Searle & Co. v. Sup. Ct.* (1975) 49
17 Cal.App.3d 22, 29).

18 In order to recover punitive damages, the act complained of must not only be willful in the sense
19 of intentional, but must also be accompanied by aggravated circumstances amounting to malice in fact.
20 (*Ebaugh v. Rabkin* (1972) 22 Cal.App.3d 891, 894). There must be an intent to vex, annoy, or injure. *Id.*
21 Mere negligence, even gross negligence, is not sufficient to justify an award of punitive damages. *Id.*
22 "Consequently, to establish malice, 'it is not sufficient to show only that the defendant's conduct was
23 negligent, grossly negligent or even reckless.'" (*Bell v. Sharp Cabrillo Hosp.* (1989) 212 Cal.App.3d
24 1034, 1044). Carelessness, characterized as negligence or recklessness, is not sufficient to support an
25 award of punitive damages. (*Nolin v. Nat'l Convenience Stores, Inc.* (1979) 95 Cal.App.3d 279, 285-
26 286).

27 In the present matter, Plaintiff has not alleged sufficient facts to support such an award of
28 punitive damages against Defendant. Plaintiff alleges causes of action against Defendant for

1 Negligence, Negligent Entrustment, and Public Nuisance. Plaintiff simply alleges in her “Prayer for
2 Relief” an entitlement to punitive damages against all defendants, including this Defendant. Plaintiff
3 does not specify anywhere else in the Complaint her entitlement to punitive damages pursuant to
4 California Code of Civil Procedure section 3294 and the requisite elements. In fact, any mention of an
5 entitlement to punitive damages does not appear until Plaintiffs’ “Prayer for Relief” at the end of
6 Plaintiff’s Complaint.

7 Based upon Plaintiff’s Complaint and the preceding, Plaintiff has failed to allege any specific
8 facts, contentions or circumstances in her Complaint which might support the claims for punitive
9 damages against this Defendant. Merely alleging that Defendant violated certain statutes that do not
10 apply to the seller of “80% Kits” and this was the proximate cause of Plaintiff’s injuries is not sufficient
11 for punitive damage claims. Plaintiff uses the words “malicious” and “oppressive” in her Complaint
12 relating to Defendant, but fails to allege that Defendant intended to injure her or any specific facts which
13 show conduct with sufficient egregiousness to entitle her to punitive damages. Simply alleging that
14 Defendant has caused Plaintiff damages is not sufficient for punitive damage claims. There must have
15 been an intent to injure Plaintiff to entitle her to potential punitive damages.

16 Accordingly, Defendant requests that this Court strike Plaintiffs’ prayer for punitive damages
17 against this Defendant.

18
19 **IV. PLAINTIFF DOES NOT AND CANNOT ALLEGE ANY STATUTORY OR**
20 **CONTRACTUAL BASIS FOR ATTORNEY’S FEES**

21 Plaintiff’s prayer for attorneys’ fees against Defendants is also improper. When authorized by
22 contract, statute or law, reasonable attorney fees are “allowable costs.” (California Code of Civil
23 Procedure section 1033.5(a)(10)). “Costs” can include items allowable as “attorneys’ fees” as a
24 prevailing party, if allowable by *statute or contract*. (*Heritage Engineering Const., Inc. v. City of*
25 *Industry* (1998) 65 Cal.App.4th 1435, 1441-1442).

26 Plaintiffs have not alleged and are not entitled to attorneys’ fees by contract. Further, no statute
27 or law entitles Plaintiff to attorneys’ fees pursuant to her causes of action for Negligence, Negligence
28 Per Se, Negligent Entrustment, Products Liability, or Public Nuisance against Defendant. Accordingly,

1 Plaintiff's prayer for attorneys' fees against Defendant is improper and should be stricken. Plaintiff has
2 now agreed that this portion of the motion is undisputed and will be removed against Defendant
3 (Declaration of Sean R. Ferron, ¶ 4).

4 **V. PLAINTIFF IS UNABLE TO SEEK AN INJUNCTION AGAINST DEFENDANT**
5 **PURSUANT TO THEIR PUBLIC NUISANCE CAUSE OF ACTION, AS PLAINTIFFS'**
6 **CAUSE OF ACTION FOR PUBLIC NUISANCE IS BARRED AGAINST DEFENDANT**

7 Under Federal Law, civil actions against firearm manufacturers and sellers arising from the
8 criminal misuse of firearms are generally preempted by the PLCAA, which provides manufacturers and
9 sellers of firearms with immunity against "civil action[s] ... for damages ... injunctive relief ... or other
10 relief, resulting from the criminal or unlawful misuse" of firearms. 15 U.S.C. § 7903(5)(A). The
11 PLCAA's express purpose is to "prohibit causes of action against manufacturers, distributors, dealers
12 and importers of firearms" for harm "caused by the criminal or unlawful use of firearms" that
13 "functioned as designed and intended." (15 U.S.C. § 7901(b)(1)). Under the plain and unambiguous
14 terms of the PLCAA, a cause of action that meets the definition of a "qualified civil liability action"
15 shall not be brought in any federal or state court. (15 U.S.C. § 7902(a)). Congress defined a "qualified
16 civil liability action" as follows:

17 The term "qualified civil liability action" means a civil action or proceeding or an administrative
18 proceeding brought by any person against a manufacturer or seller of a qualified product, or a
19 trade association, for damages, injunctive or declaratory relief, abatement, restitution, fines, or
20 penalties, or other relief, resulting from the criminal or unlawful misuse of a qualified product by
the person or a third party. 15 U.S.C. § 7903(5)(A).

21 15 U.S.C. § 7903(5)(A). 15 U.S.C. 7903(4) defines "qualified product" as "a firearm (as defined
22 in subparagraph (A) or (B) of section 921(a)(3) of title 18), including any antique firearm (as defined in
23 section 921(a)(16) of such title), or ammunition (as defined in section 921(a)(17)(A) of such title), or a
24 **component part of a firearm** or ammunition, that has been shipped or transported in interstate or
25 foreign commerce." (Emphasis added). Although Defendant did not sell any "firearms," he sold a
26 component part of a firearm and therefore the statute applies to Defendant. The Federal statute creates
27 broad immunity for firearm manufacturers and sellers of component parts of a firearm, subject to certain
28 limited exceptions. (15 U.S.C. §§ 7903(5)(A)(i)-(vi)). A viable state law cause of action that fits within

1 six enumerated exceptions is not prohibited. The following are the six exceptions to the immunity
2 created by Congress for firearm manufacturers and sellers.

3
4 (IV) An action brought against a transferor convicted under section
5 924(h) of title 18, or a comparable or identical State felony law,
6 by a party directly harmed by the conduct for which the transferee
7 is also convicted;

8 (ii) an action brought against a seller for negligent entrustment or
9 negligence per se;(iii) an action in which a manufacturer or seller of a
10 qualified product knowingly violated a State or Federal statute applicable
11 to the sale or marketing of the product, and the violation was a proximate
12 cause of the harm for which relief is sought, including—

13 (I) any case in which the manufacturer or seller knowingly
14 made any false entry in, or failed to make an appropriate entry in,
15 any record required to be kept under Federal or State law with
16 respect to the qualified product, or aided, abetted or conspired
17 with any person in making any false entry or fictitious oral or
18 written statement with respect to any fact material to the
19 lawfulness of the sale or other disposition of a qualified product;
20 or

21 (II) any case in which the manufacturer or seller aided, abetted,
22 or conspired with any person to sell or otherwise dispose of a
23 qualified product, knowing or having reasonable cause to believe,
24 that the actual buyer of the qualified product was prohibited from
25 possessing or receiving a firearm under subsection (g) or (n) of
26 section 922 of title 18;

27 (iv) an action for breach of contract or warranty in connection with the
28 purchase of the product;

(v) an action for death, physical injuries or property damage resulting
directly from a defect in design or manufacture of the product, when used
as intended or in a reasonably foreseeable manner, except that when the
discharge of the product was caused by a volitional act that constituted a
criminal offense, then such act shall be considered the sole proximate
cause of any resulting death, personal injuries or property damage.

(vi) an action or proceeding commenced by the Attorney General to
enforce the provisions of chapter 44 of title 18 or chapter 53 of title 26.

(15 U.S.C. §§ 7903(5)(A)(i) – (vi)).

1 Public Nuisance is not an enumerated exception under the PLCAA. The PLCAA preempts
2 common law claims like public nuisance against sellers of firearms like Defendant. Congress did not
3 provide an enumerated exception for public nuisance. “Congress consciously considered how to treat
4 tort claims” and it “chose generally to preempt all common law claims” except negligent entrustment
5 and negligence per se. (*Illeto v. Glock* 565 F.3d 1126, 1135 n.6 (9th Cir. 2009)).

6 An action in which a seller of a firearm “knowingly violated a State or Federal statute applicable
7 to the sale or marketing” of a firearm and “the violation was a proximate cause of the harm for which
8 relief is sought” is an exception to PLCAA immunity. 15 U.S.C. § 7903(5)(A)(iii) (hereinafter referred
9 to as “predicate exception”). The California statute codifying Public Nuisance is not the type of statute
10 that meets the predicate exception. Public Nuisance is codified by California Civil Code section 3480,
11 which states “A public nuisance is one which affect at the same time an entire community or
12 neighborhood, or any considerable number of persons, although the extent of the annoyance or damage
13 inflicted upon individuals may be unequal.” Plaintiffs allege that Defendant committed a public nuisance
14 and that she is entitled to an injunction against Defendant pursuant to this cause of action.

15 In *Ileto v. Glock, Inc.*, 565 F.3d 1126, 1135-36 (2009), the Court addressed the predicate
16 exception in the context of a claim that the defendant firearm manufacturer violated California Civil
17 Code section 3480 and created a public nuisance through its sale and distribution practices. The court
18 rejected that an alleged violation of the California public nuisance statute defeats PLCAA immunity
19 under the predicate exception. (*Id.* at 1138). The court held that “Congress had in mind only ... statutes
20 that regulate manufacturing, importing, selling, marketing, and using firearms or that regulate the
21 firearms industry – rather than general tort theories that happened to have been codified by a given
22 jurisdiction.” (*Id.* at 1136).

23 The statute in California relating to Public Nuisance does not regulate the firearms industry or
24 have anything to do with the sale of firearms. Plaintiff’s causes of action for Public Nuisance against
25 Defendant is a general claim that is not specifically enumerated as an exception under the PLCAA.
26 Accordingly, Plaintiff’s cause of action for Public Nuisance against Defendant is barred and so is
27 Plaintiff’s request for an injunction against Defendant.
28

1 In the present matter, Plaintiff seeks “Injunctive relief against Defendant Seller and Does One
2 through Fifty, requiring them to cease the public nuisance they have created, as alleged in Count III
3 above, by: a. Ceasing sale of ghost gun frames, receiver or kits unless and until they are in compliance
4 with CUHA and other state and federal laws.” (Plaintiff’s Complaint, Page 24). Plaintiff is only seeking
5 an injunction against Defendant pursuant to her Public Nuisance cause of action. Since Plaintiff’s
6 Public Nuisance cause of action is barred against Defendant pursuant to the PLCAA, Plaintiff’s prayer
7 for an injunction against Defendants is also improper and should be stricken.

8 Accordingly, Defendant requests that this Court strike Plaintiff’s prayer for an injunction against
9 this Defendant.

10 **VI. CONCLUSION**

11 Based upon the foregoing, Defendant respectfully requests that this Court strike Plaintiff’s
12 prayers for punitive damages, attorneys’ fees, and injunction against Defendant, with prejudice, and
13 without leave to amend.

14
15
16 DATED: March 31, 2021

LAW OFFICES OF ADRIENNE D. COHEN

17
18 By: 

ADRIENNE D. COHEN,
SEAN R. FERRON,
Attorneys for Defendant,
TERRANCE J. OSMAN DBA 1911
BUILDERS

PROOF OF SERVICE
(C.C.P. SECTION 1013 (a), 2015.5)

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the county aforesaid; I am over the age of eighteen and not a party to the within action; my business address is 1551 N. Tustin Ave., Ste. 750, Santa Ana, CA 92705.

On March 31, 2021, I served the foregoing document described as:

**NOTICE OF MOTION AND DEFENDANT TERRANCE J. OSMAN DBA 1911 BUILDERS’
MOTION TO STRIKE PORTIONS OF PLAINTIFF’S COMPLAINT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATION OF SEAN R.
FERRON**

in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

- I caused to be delivered by courier, such envelope by hand the offices of the addressee(s).
- I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, I deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Santa Ana, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- The document was served via electronic transmission using E-mail to the address(es) listed in the attached Service List.

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

Executed on March 31, 2021, at Santa Ana, California.


Justin Turbow

SERVICE LIST

RE: **MIA TRETТА, ET AL. VS TERRANCE J. OSMAN, ET AL.**
LASC Case No.: 20STCV48910

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Court Reservation Receipt

Reservation

Reservation ID: 662847144109	Status: RESERVED
Reservation Type: Demurrer - with Motion to Strike (CCP 430.10)	Number of Motions: 1
Case Number: 20STCV48910	Case Title: MIA TRETТА, et al. vs TERRANCE J. OSMAN, et al.
Filing Party: Terrance J. Osman (Defendant)	Location: Chatsworth Courthouse - Department F49
Date/Time: June 28th 2021, 8:30AM	Confirmation Code: CR-YERXPRRZ5FYGCNXCR

Fees

Description	Fee	Qty	Amount
First Paper Fees (Unlimited Civil)	435.00	1	435.00
Demurrer - with Motion to Strike (CCP 430.10)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	13.61	1	13.61
TOTAL			\$508.61

Payment

Amount: \$508.61	Type: Visa
Account Number: XXXX7364	Authorization: 03955D

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