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21 and Loran Kelley

22 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
23 FOR THE COUNTY OF LOS ANGELES

24 THE PEOPLE OF THE STATE OF
25 CALIFORNIA,

26 Plaintiff,

27 v.

28 POLYMER80, INC., a Nevada corporation;
DAVID BORGES, an individual; and
LORAN KELLEY, an individual,

Defendants.

Case No.: 21STCV06257

[Assigned for all purposes to Honorable Daniel S. Murphy, Department 32]

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF THE
MOTION OF DEFENDANTS
POLYMER80, INC., DAVID BORGES,
AND LORAN KELLEY FOR
BIFURCATION**

*[Notice of Defendants' Motion for
Bifurcation; Declaration of Michael
Marron; and [Proposed] Order filed
concurrently herewith]*

Date: February 16, 2022
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1 **INTRODUCTION**

2 Defendants Polymer80, Inc. (“Polymer80” or “Company”), David Borges, and Loran
3 Kelley respectfully submit this Memorandum of Points and Authorities in support of their motion
4 (“Motion”), pursuant to Sections 598, 1048(b), and 2019.020 of the California Code of Civil
5 Procedure, for an Order bifurcating the liability and remedies phases of this action, as well as all
6 discovery attendant to those separate phases herein. For all of the reasons set forth below and in
7 the remainder of the record of this matter, the Motion is meritorious, and the Court should wholly
8 grant it.

9 **PRELIMINARY STATEMENT**

10 There can be no dispute that this Court possesses the discretion to direct that the liability
11 and remedies phases of this action, as well as the necessary discovery related to both such phases,
12 be bifurcated. In sum, that is precisely the result sought upon this motion, one that the law and the
13 interests of justice and efficiency for all involved in this litigation call for. Plaintiff’s two causes
14 in this case -- one under California’s Unfair Competition Law (“UCL”) and the other for public
15 nuisance -- both rest upon the unproven and unprovable condition that certain of Polymer80’s
16 products can be deemed to constitute “firearms” under State and/or federal law. In these
17 circumstances, permitting discovery to proceed on potential remedies before the requisite
18 “firearms” determinations are made as to the company’s liability, if any, would be wasteful and
19 imprudent. Moreover, since plaintiff seeks, at least, three distinct forms of relief (UCL penalties,
20 an abatement fund, and wide ranging injunctions), it would be illogical and inappropriate to permit
21 necessarily extensive (and separate and distinct) discovery on all of these possible remedies to take
22 place before any rulings on liability are issued.

23 Furthermore, even if plaintiff were to prevail on one or more of the many facets of the UCL
24 claim, which will require detailed analysis of and rulings with respect to no fewer than four other
25 federal and State statutes, it is entirely possible that plaintiff might not “win” on other such facets.
26 In a case certain to require the presentation of expert testimony, it would be unwise indeed to
27 authorize discovery on all of the possible remedies issues related to those many and varied statutes
28 before deciding whether or not plaintiff has sustained its burden of proof on any one of them.

1 Similarly, declaring that discovery on remedies should not be allowed until it is clear that any
2 remedies are actually, or should be, available will safeguard the Company’s (and individual
3 defendants’) legitimate privacy interests and protect their sensitive and confidential data from
4 improper disclosure and dissemination.

5 For all of these reasons and the others elucidated below, the Court should grant the instant
6 Motion and order that there be bifurcation of the liability and remedies phases of this action and
7 concomitantly ensure that no discovery as to remedies ensues until there has been a decision that
8 Polymer80 truly has some liability in this matter.

9 **RELEVANT FACTUAL AND PROCEDURAL HISTORY**

10 **A. Allegations And Causes Of Action Asserted In The Complaint**

11 Polymer80 is a Dayton, Nevada-based company that designs, develops, and manufactures
12 innovative gun-related products, components, and aftermarket accessories, including certain
13 frames and receivers. These frames and receivers can, with skill and the necessary tools, and after
14 time and machining, be transformed into components of a functioning gun. *See* Compl. ¶¶ 31-36.
15 At bottom, the pending Complaint concerns the Company’s alleged sales of “firearm kits and
16 components,” including such frames and receivers, into the State of California. *See id.* ¶¶ 12, 21-
17 22, 31.

18 The Complaint putatively propounds two State law causes of action -- one for purported
19 violation of California’s UCL, Bus. & Prof. Code §§ 17200-17210, and the other sounding in
20 “Public Nuisance,” Cal. Civ. Code § 3480. *See, e.g.,* Compl. ¶¶ 39-102. To be specific, the
21 Complaint maintains that “[d]efendants have been violating the UCL by engaging in: (1) unlawful
22 business activities; (2) fraudulent, deceptive, and misleading advertising; and (3) unfair
23 competition.” *Id.* ¶ 64. Plaintiff asserts that the “unlawful prong of section 17200 . . . borrows
24 violations of other laws and treats them as independently actionable.” *Id.* ¶ 66. The Complaint
25 further avers that Polymer80 has purportedly contravened four different statutes, the: (i) (federal)
26 Gun Control Act of 1968 (“GCA”); (ii) (federal) 2005 Child Safety Lock Act (“CSLA”); (iii)
27 California Assembly of Firearms Law (“CAFL”); and (iv) California Unsafe Handgun Act
28 (“CUHA”). *Id.* ¶¶ 39-61, 67. Moreover, plaintiff alleges that Polymer80 has “created a public

1 nuisance by marketing, selling and distributing . . . gun kits to California residents” in supposed
2 contravention of these laws. *Id.* ¶ 81, ¶¶ 96-102.

3 In connection with these two causes of action, plaintiff seeks the following six enumerated
4 remedies:

- 5 1. “Injunctive relief, preventing Defendants from violating California’s Unfair
6 Competition Law”;
- 7 2. “Injunctive relief, requiring Defendants to cease the public nuisance they have
8 created . . . by ceasing sale of . . . kits, frames, and receivers to California
9 consumers unless and until they are in compliance with state and federal laws”;
- 10 3. “Statutory penalties for violating [UCL]”;
- 11 4. “Establishment of a dedicated abatement fund to remediate a public nuisance”;
- 12 5. “[C]osts of suits and attorneys’ fees”; and
- 13 6. “[S]uch other relief as the Court may deem just and proper.”

14 *Id.*, Prayer For Relief.

15 In sum, setting aside costs, fees, and amorphous “other” relief, plaintiff seeks three
16 principal remedies: (i) statutory penalties for Polymer80’s supposed violations of the UCL; (ii) an
17 abatement fund to remediate the purported public nuisance; and (iii) injunctions to stop Polymer80
18 from allegedly violating the law.

19 **B. A Defense Verdict On A Discrete Legal Issue Concerning
20 Liability Would End (Or Substantially Narrow) This Action.**

21 As explained more fully in the Company’s submissions in support of its recent motion for
22 judicial abstention and dismissal or, in the alternative, for a stay (“Abstention Motion”), once the
23 Court finds that Polymer80’s products do not constitute “firearms” under State and (especially)
24 federal law, plaintiff’s claims in this case will be entirely vitiated. In brief, any UCL arguments
25 based upon the Company’s purported violations of the GCA, CSLA, CAFL, and CUHA fail, if the
26 products were not “firearms,” as defined in those statutes. Plaintiff’s contention regarding the
27 “[s]econd . . . fraudulent prong of [UCL]” expressly rests on the notion that the Company
28 supposedly misled potential consumers on its website about its products not being “firearms.” *See*
Compl. ¶¶ 68-70. Thus, were this Court to find that those products, in fact, were and are not

1 “firearms,” there could not and cannot be any alleged misrepresentation or “fraud[.]”

2 As to the third “unfair prong of section 17200,” the Complaint merely re-launders the
3 aforementioned supposed statutory violations from the first “unlawful” prong, and the related
4 claim that “Polymer80’s sales of unserialized firearm kits in violation of state and federal law
5 constitutes [SIC] unfair competition to licensed gun dealers in California who abide by the
6 applicable state and federal laws and regulations.” *See id.* ¶¶ 76-79. To the extent that plaintiff
7 posits that this alleged “unfair competition” violation of UCL is distinct from the unlawfulness
8 prong, plaintiff is incorrect, given that “the definition of unfairness to competitors under [the
9 UCL]” “must be tethered to specific constitutional, statutory or regulatory provisions” and “to
10 some legislatively declared policy or proof of some actual or threatened impact on competition.”
11 *In re Firearms Cases*, 126 Cal. App. 4th 959, 979-85 (2005) (“*In re Firearms*”). *See also Graham*
12 *v. Bank of Am., N.A.*, 226 Cal. App. 4th 594, 613 (2014) (“appl[ying] a more rigorous test for
13 unfairness in consumer UCL actions . . . requir[ing] that the public policy which is a predicate to
14 the action must be ‘tethered’ to specific constitutional, statutory, or regulatory provisions”). *But*
15 *see Camacho v. Auto. Club of S. Cal.*, 142 Cal. App. 4th 1394, 1402 (2006) (“We do not
16 think . . . that the finding, in a consumer case, that the practice is unfair must be ‘tethered’ to
17 specific constitutional, statutory, or regulatory provisions.” (internal quotation marks omitted)).

18 Plaintiff’s public nuisance cause is likewise inextricably intertwined with the definition of
19 a “firearm” in averring that Polymer80 “created a public nuisance by marketing, selling and
20 distributing . . . gun kits to California residents without serial numbers, without background
21 checks, and without appropriate safety features.” Compl. ¶ 81. These averments necessarily require
22 that Polymer80’s products constitute “firearms.” Yet, California case law is clear that the legal
23 sale of firearms or their components *cannot* constitute a public nuisance as a matter of law. *See In*
24 *re Firearms*, 126 Cal. App. 4th at 986-92. Further, the Protection Of Lawful Commerce In Arms
25 Act (“PLCAA”), 15 U.S.C. § 7901 *et seq.*, which expressly applies to nuisance actions, legally
26 insulates the Company’s sale of gun components. *See Iletto v. Glock, Inc.*, 565 F.3d 1126, 1135-38
27 (9th Cir. 2009) (holding the PLCAA applies to, and bars, “‘classic negligence and nuisance’”
28 lawsuits). Accordingly, a Court ruling that the Company’s products are not “firearms” would

1 essentially short circuit this entire lawsuit.

2 **C. The Facts And Testimony As To The Remedies**
3 **Sought Are Distinct From The Liability Issues.**

4 For the reasons that follow, all of the remedies plaintiff seeks – (i) UCL penalties; (ii) an
5 abatement fund; and (iii) injunctions – require evidence separate and distinct from that which is
6 needed for plaintiff to “prove” liability. In short, plaintiff cannot do so.

7 **1. UCL Penalties:** “[C]ivil penalties under the UCL are mandatory once a violation of law
8 is established, and a penalty must be imposed for each violation.” *People v. First Fed. Credit*
9 *Corp.*, 104 Cal. App. 4th 721, 732 (2002). In this respect, the UCL states as follows:

10 In assessing the amount of the civil penalty, the court shall consider any one or
11 more of the relevant circumstances presented by any of the parties to the case,
12 including, but not limited to, the following: the nature and seriousness of the
13 misconduct, the number of violations, the persistence of the misconduct, the
length of time over which the misconduct occurred, the willfulness of the
defendant’s misconduct, and the ***defendant’s assets, liabilities, and net worth.***

14 Cal Bus. & Prof. Code § 17206(b) (emphasis supplied).

15 Obviously, nothing about defendants’ financial condition has any bearing upon the
16 elements of liability for either pending cause of action herein. And notably, plaintiff has already
17 sought this information through discovery requests, seeking “DOCUMENTS sufficient to show
18 DAVID BORGES’S and LORAN KELLEY’S assets, liabilities, and net worth” and Polymer80’s
19 “profits” reflected in its “financial statements.” Marron Decl. Ex. A Request Nos. 11, 16.¹
20 Furthermore, plaintiff has served Special Interrogatories pursuing information regarding sales of
21 Polymer80’s products “*outside of California.*” *Id.* Ex. B Special Interrogatory Nos. 4, 7 (emphasis
22 supplied). These topics are simply not at all relevant to defendants’ (lack of) liability here.

23 Additionally, the statutory “relevant circumstances” of the supposed “willfulness of the
24 defendant[s]’ misconduct,” Cal Bus. & Prof. Code § 17206(b), may not be examined during the
25 liability phase of certain UCL claims, if plaintiff successfully argues that “[t]he unfair competition
26 law imposes strict liability on persons who engage in conduct within its purview; to succeed on an
27 unfair competition claim, it is not necessary to establish that the defendant intended to injure

28 ¹ Citations to “Marron Decl.” are to the Declaration of Michael Marron, dated January 5, 2022.

1 anyone.” *Rothschild v. Tyco Int’l (US), Inc.*, 83 Cal. App. 4th 488, 494 (2000). Otherwise put, to
2 the extent that plaintiff argues that its UCL-related claims impose strict liability upon Polymer80,
3 the Company’s state of mind, under any circumstances, is utterly irrelevant to whether or not such
4 liability exists.

5 **2. Abatement Fund:** By definition, plaintiff’s proposed abatement fund is forward-
6 looking, insofar as “a public entity may not recover in a representative public nuisance action any
7 funds that it has already expended to remediate a public nuisance.” *People v. ConAgra Grocery*
8 *Prods. Co.*, 17 Cal. App. 5th 51, 132 (2017). Indeed, an abatement fund is supposed to “be utilized
9 to prospectively fund remediation of the public nuisance.” *Id.* The Complaint alleges that the basis
10 for such a fund is the purported “increase in investigative costs and expenditure of law enforcement
11 resources.” Compl. ¶ 102. Plainly, any prospective relief tethered to future costs and resources is
12 distinct from the retrospective question of whether or not Polymer80 has earlier created a public
13 nuisance. In addition, defendants will require significant discovery regarding how exactly plaintiff
14 proposes to use any fund monies to “abate” the supposed nuisance.

15 **3. Injunctions:** As explicated more thoroughly in the Abstention Motion, plaintiff is
16 pursuing injunctions that also are forward-looking. By requesting one requiring defendants to
17 “ceas[e] sale of . . . kits, frames, and receivers to California consumers unless and until they are in
18 compliance with state and federal laws,” plaintiff is petitioning the Court to determine whether or
19 not Polymer80’s *future* products comply with state and federal laws. Compl., Prayer For Relief.
20 Injunctions concerning the Company’s future products indubitably are separate from the questions
21 of whether or not Company products currently violate the law. As the Court will, we submit,
22 eventually find, they do not.

1 **ARGUMENT**

2 **I. The Relevant Legal Standards Militate In Favor Of Bifurcation.**

3 California Code of Civil Procedure Section 598 provides, in pertinent part, that “[t]he court
4 may, when the convenience of witnesses, the ends of justice, or the economy and efficiency of
5 handling the litigation would be promoted thereby . . . make an order . . . that the trial of any issue
6 or any part thereof shall precede the trial of any other issue or any part thereof in the case.” That
7 provision expressly contemplates separate trials for liability, as follows:

8 Where trial of the issue of liability as to all causes of action precedes the trial
9 of other issues or parts thereof, and the decision of the court, or the verdict of
10 the jury upon such issue so tried is in favor of any party on whom liability is
11 sought to be imposed, judgment in favor of such party shall thereupon be
12 entered and no trial of other issues in the action as against such party shall be
or vacated.

13 *Id.*

14 Similarly, Code of Civil Procedure Section 1048(b) states that “[t]he court, in furtherance
15 of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and
16 economy, may order a separate trial of any cause of action . . . or of any separate issue or of any
17 number of causes of action or issues.” California appellate Courts explain that the “objective” of
18 Section 598 “is avoidance of the waste of time and money caused by the unnecessary trial of
19 damage questions in cases where the liability issue is resolved against the plaintiff.” *Trickey v.*
20 *Superior Court*, 252 Cal. App. 2d 650, 653 (1967) (“*Trickey*”). *Accord, Horton v. Jones*, 26 Cal.
21 App. 3d 952, 954-55 (1972) (same). The California Supreme Court has additionally clarified that
22 bifurcation “promote[s] settlements where the plaintiff wins on the liability issue, and . . . afford[s]
23 a more logical presentation of the evidence, thus simplifying the issues.” *Foreman & Clark Corp.*
24 *v. Fallon*, 3 Cal.3d 875, 888 n.8 (1971). To be sure, a trial Court can “grant[] defendant’s motion
25 to bifurcate the trial of the issues of liability and damages,” even where “some evidence relating
26 to damages would also be necessary on the issue of liability,” if “only a small fraction of the
27 evidence would be repeated so that the ends of justice were served.” *Kaiser Steel Corp. v.*
28 *Westinghouse Elec. Corp.*, 55 Cal. App. 3d 737, 746 (1976) (“*Kaiser*”), *superseded by statute on*

1 *other grounds. See also Williamson v. Plant Insulation Co.*, 23 Cal. App. 4th 1406, 1417 (1994)
2 (“Factors such as more efficient organization of evidence, more focused and less numerous jury
3 instructions, more cogent argument and more manageable deliberations may make bifurcation the
4 faster procedure even when it requires some witnesses to appear twice.”). And, in many types of
5 actions bifurcation is “favor[ed],” and the party seeking it is not “required to justify his request
6 with a compelling showing of need.” *Gionis v. Superior Court*, 202 Cal. App. 3d 786, 788 (1988).

7 “It is within the discretion of the court to bifurcate issues or order separate trials of
8 actions . . . and to determine the order in which those issues are to be decided.” *Royal Surplus*
9 *Lines Ins. Co. v. Ranger Ins. Co.*, 100 Cal. App. 4th 193, 205 (2002). *See Am. Motorists Ins. Co.*
10 *v. Superior Court*, 68 Cal. App. 4th 864, 872 (1998) (“The statutory provisions for severance and
11 separate trials (Code Civ. Proc., §§ 598 1048) are not limited to the separate trial of a ‘cause of
12 action’ but also authorize a separate trial of any ‘issue’”); *Grappo v. Coventry Fin. Corp.*,
13 235 Cal. App. 3d 496, 504 (1991) (“Under these provisions [including Code of Civil Procedure
14 Sections 598 and 1048(b)], trial courts have broad discretion to determine the order of proof in the
15 interests of judicial economy.”). As such, trial Courts have the ability and discretion to bifurcate
16 causes of action “both for discovery and trial.” *Garat v. City of Riverside*, 2 Cal. App. 4th 259, 272
17 n.5 (1991), *overruled on other grounds by Morehart v. County of Santa Barbara*, 7 Cal.4th 725
18 (1994). *See* Cal. Civ. Code Proc. § 2019.020(b) (“[T]he court may establish the sequence and
19 timing of discovery for the convenience of parties and witnesses and in the interests of justice.”).
20 California Courts will bifurcate and try the liability portions of UCL and nuisance claims
21 separately from the remedy portions. *See Becerra v. McClatchy Co.*, 69 Cal. App. 5th 913, 925-26
22 (2021) (discussing “[a] bifurcated bench trial on the issue of liability on the ninth cause of action”
23 which was for “unfair business practices (Bus. & Prof. Code, § 17200 et seq.)”); *McCoy v.*
24 *Gustafson*, 180 Cal. App. 4th 56, 64 (2009) (noting “a bifurcated trial” in nuisance action); *Shaw*
25 *v. County of Santa Cruz*, 170 Cal. App. 4th 229, 237 (2008) (same).

1 It further bears emphasis that in actions seeking exemplary damages, “[n]o pretrial
2 discovery by the plaintiff shall be permitted with respect to . . . [t]he profits the defendant has
3 gained by virtue of the wrongful course of conduct” or “[t]he financial condition of the defendant.”
4 Cal. Civ. Code Proc. §§ 3295(a), (c).² Tellingly, “[p]articularly where punitive damages are
5 sought, the defendant may request preclusion of evidence as to financial condition until after actual
6 damages are awarded and the defendant is found guilty of malice, oppression, or fraud.” *Estate of*
7 *Young*, 160 Cal. App. 4th 62, 90 (2008) (“*Estate of Young*”). This practice applies even in the case
8 of a bench trial. *See id.* at 73. (“[T]he probate court heard a motion by Objectors to bifurcate the
9 trial to postpone any introduction of evidence of their net worth or profits, regarding the punitive
10 damages request. [citation.] The court asked if that was really necessary, since this was a bench
11 trial, but it granted the request.”). The “purpose[]” of these rules “is to protect the legitimate
12 privacy interests” “in a defendant’s financial affairs,” “trade secrets, and other confidential
13 proprietary information.” *Id.* at 89; *Westinghouse Elec. Corp. v. Newman & Holtzinger, P.C.*, 39
14 Cal. App. 4th 1194, 1208 (1995) (“*Westinghouse*”).

15 **II. The Court Should Bifurcate This Action, Since There Is Little**
16 **Overlap Between The Issues Relating To Liability And Remedies,**
17 **And Even A Partial Defense Verdict On Liability Could Substantially**
18 **Conserve Time And Money For All Concerned.**

19 This is the paradigmatic case in which a Court should order bifurcation. If defendants win
20 on one distinct legal question on liability -- whether or not Polymer80’s products are “firearms”
21 under federal and State law -- then there will be no need for a costly (and lengthy) trial on three
22 different sets of remedies. *See, supra*, Statement of Facts, Sections B-C. Indeed, the parties
23 conceivably could call three separate experts as to remedies issues, one regarding UCL penalties,
24 one as to the abatement fund, and a third expert on how the Court will analyze the Company’s
25 future products pursuant to the injunctions. The parties will also need to exchange significant
26 discovery concerning these complex topics. At bottom, none of them has any bearing on the
27 liability phase of this case. The Court, therefore, should bifurcate this action to “avoid[] . . . the

28 ² Polymer80 recognizes that Section 3295 does not apply in the absence (as in this matter) of a request for exemplary damages. Nonetheless, the law and standards related to that Section are analogous and meaningful here.

1 waste of time and money caused by the unnecessary trial of damage questions” where, as here,
2 “the liability issue [will be] resolved against the plaintiff.” *Trickey*, 252 Cal. App. 2d at 653.
3 *Accord, Regents of Univ. of Cal. v. Sheily*, 122 Cal. App. 4th 824, 833 (2004) (“This case presents
4 a paradigm example of the propriety of bifurcation. . . . If entitlement is found, there is a right to
5 have the jury determine the amount of compensation. The second is dependent upon the first, and
6 it is likely to be confusing to the jury and inefficient to everyone if both are tried at the same
7 time.”).

8 Even if plaintiff could -- and it cannot -- recover against Polymer80 for conduct that is
9 legal, bifurcation would still engender a significant conservation of resources. Plaintiff has
10 effectively lodged six different UCL causes of action, for violations of the: (i) GCA, (ii) CSLA,
11 (iii) CAFL, (iv) CUHA, and for (v) fraud and (vi) unfair practices. It is entirely possible that
12 plaintiff could win on some of those claims but not others. Before the parties spend time and money
13 preparing expert reports arguing about the appropriate size of penalties, it makes sense for them
14 first to know for *which* different violations of the UCL defendants are being held liable. Again, the
15 evidence concerning any penalties levied pursuant to Cal Bus. & Prof. Code § 17206(b) would be
16 largely separate from the proof adduced in the liability phase of such UCL claims. *See Kaiser*, 55
17 Cal. App. 3d at 746.

18 Moreover, a bifurcation Order would properly and justifiably protect defendants’
19 legitimate privacy interests in their own financial information. *See Estate of Young*, 160 Cal. App.
20 4th at 89; *Westinghouse*, 39 Cal. App. 4th at 1208. Plaintiff has already sought discovery
21 concerning Mr. Borges’ and Mr. Kelley’s *personal* finances. Plaintiff has further endeavored to
22 obtain information concerning Polymer80’s profits, financial statements, and sales outside of
23 California, all of which is sensitive considering the Company, unlike public entities, is privately
24 owned and does not publish financial data. Defendants should not be forced to disclose protected,
25 private information that they rightfully wish to keep to themselves. Indeed, if Polymer80 wins on
26 liability, plaintiff would never need to receive this information.

27 In sum, bifurcation is the only way to sensibly move forward to protect defendants’ privacy
28 and conserve the time and resources of all involved in this matter.

1 CONCLUSION

2 For all of the foregoing reasons and those arising from the remainder of the record, the
3 Court should grant the instant Motion and bifurcate the liability and remedies portions of this
4 action, along with the discovery attendant to both of those portions.

5 Dated: January 5, 2022

GREENSPOON MARDER LLP

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8 By: _____
JAMES J. McGUIRE

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Court Reservation Receipt

Reservation	
Reservation ID: 697450623184	Status: RESERVED
Reservation Type: Motion to Bifurcate	Number of Motions: 1
Case Number: 21STCV06257	Case Title: THE PEOPLE OF THE STATE OF CALIFORNIA vs POLYMER80, INC., A NEVADA CORPORATION, et al.
Filing Party: POLYMER80, INC., a Nevada corporation (Defendant)	Location: Stanley Mosk Courthouse - Department 32
Date/Time: February 16th 2022, 8:30AM	Confirmation Code: CR-GV3PTEZ29QW24TXQY

Fees			
Description	Fee	Qty	Amount
Motion to Bifurcate	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment	
Amount: \$61.65	Type: Visa
Account Number: XXXX5169	Authorization: 000499

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