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By M. Galeano, Deputy Clerk

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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES, SOUTH CENTRAL DISTRICT**
11

12 FA'ALAGILAGI MENI-SILIGA,

13 Plaintiff,

14 vs.

15 A'S CONTRACTOR INC., OCTAVIAN
16 PETRUT, ADVANCED PUBLIC
17 ADJUSTING, INC., STATE FARM
18 INSURANCE COMPANY, INC.,
HUDSON INSURANCE COMPANY,
and DOES 1 through 50,

19 Defendants.

CASE No. 24CMCV01105
[Assigned to Hon. Elizabeth L. Bradley,
Dept. A]

**DECLARATION OF JACQUELENE
A. ROBINSON REGARDING STATE
FARM GENERAL INSURANCE
COMPANY'S INADVERTENT
CITATION TO NON-EXISTENT
CASE LAW AND CITATIONS IN ITS
MOTIONS *IN LIMINE* FILED IN
THIS ACTION**

ACTION FILED: JULY 18, 2024
TRIAL: OCTOBER 5, 2026

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1 **DECLARATION OF JACQUELENE A. ROBINSON**

2 I, Jacqueline A. Robinson, declare and state as follows:

3 1. I am an attorney admitted to practice law before this Court and all courts
4 of the State of California. I am a Senior Associate with the law firm of Musick, Peeler
5 & Garrett LLP, attorneys of record for Defendant State Farm General Insurance
6 Company (“State Farm”). At all relevant times, including the present, I have also been
7 second-chair trial counsel on the matter of *Fa’alagilagi Meni-Siliga v. State Farm*
8 *General Insurance Company, et al.*, Los Angeles County Superior Court Case No.
9 24CMCV01105. I have personal knowledge of the facts set forth herein and if called
10 as a witness, I could and would competently testify thereto.

11 2. This declaration is prompted by the fact that several points and
12 authorities filed by our firm on behalf of State Farm in connection with State Farm’s
13 Motions *in Limine* contained non-existent case citations which appear to have been AI
14 hallucinations and/or contained quotations not attributable to the cited cases.

15 3. I submit this declaration to, first and foremost, express my deepest
16 apologies and regret to the Court, Ms. Siliga and her attorneys. I also submit this
17 declaration to outline the steps our office has taken to determine the scope of these
18 issues within State Farm’s Motions *in Limine* or other filings. As set forth below, I
19 have reviewed all of State Farm’s Motions *in Limine* and supporting reply briefs, State
20 Farm’s Oppositions to Plaintiff’s Motions in Limine, and, as a precaution, all pleadings
21 in connection with State Farm’s Motion for Summary Judgment/Adjudication and
22 Plaintiff’s Motion for Reconsideration. Based on that review, I can represent that there
23 are no AI hallucinations within any of State Farm’s Oppositions, Replies or the MSJ
24 documents.

25 4. At the close of the most recent Final Status Conference on Friday, August
26 7, 2026, counsel for Plaintiff – Eric M. Khodadian, Esq. with Cummins & White LLP
27 and Michael Shaolian, Esq. with The Shaolian Law Firm P.C. – informed the Court
28 that they had discovered several citations in State Farm’s motion *in limine* filings that

1 were “fabricated” and possibly “hallucinations.” This was the first time I became aware
2 of the issue with prior filings, particularly as it relates to State Farm’s first five
3 motions *in limine* which our office filed and served on March 31, 2026. The issues had
4 not been raised with us prior to or after the first two FSC’s or before the end of the
5 August 7th hearing. After the hearing ended, my colleague and State Farm’s lead trial
6 counsel, Kenneth G. Katel, Esq., asked Mr. Khodadian and Mr. Shaolian for a list of
7 the improper citations so that we could begin an immediate investigation. Both Mr.
8 Khodadian and Mr. Shaolian promised it would be provided by the end of business day
9 on August 7, 2026.

10 5. Because of the seriousness of the allegations and the importance to Mr.
11 Katel, myself, our firm and State Farm of ensuring the integrity of any of our filings
12 submitted to the Court in this matter and others, I began an investigation of the matter
13 immediately upon my return from the August 7, 2026, Final Status Conference. With
14 sincerest regret, I unfortunately discovered that Mr. Khodadian and Mr. Shaolian were
15 correct, and that there were seven (7) case citations across State Farm’s eight (8)
16 motions *in limine* that simply did not exist. These include the following citations:

17 a. State Farm’s Motion *in Limine* No. 1:

18 (i) *People v. Safford*, 35 Cal.4th 996, 1009 (2005) [Motion at
19 page 5, lines 19-20]

20 (ii) *People v. Hart*, 45 Cal.5th 825 (2020) [Motion at page 5, lines
21 27-28], which neither Mr. Khodadian nor Mr. Shaolian
22 identified to our firm as a “hallucinated” case.

23 (iii) *People v. Baca*, 5 Cal.5th 318, 335 (2021) [Motion at page 7,
24 line 10]

25 (iv) *Pacific Gas & Elec. Co. v. Super. Ct.*, 12 Cal.4th 1136, 1147
26 (1996) [Motion at page 7, line 21]

27 b. State Farm’s Motion *in Limine* No. 3:

28 (i) *Almeida v. State Farm Mut. Auto. Ins. Co.*, 53 Cal.App.5th

537, 545 (2020) [Motion at page 5, lines 2-4]

(ii) *Miller v. State Farm Mut. Auto. Ins. Co.*, 58 Cal.4th 141 (2014) [Motion at page 6, lines 19-21]

c. State Farm's Motion in Limine No. 5:

(i) *Stokes v. Cambria Corp.*, 114 Cal.App.4th 1485 (2003) [Motion at page 7, lines 10-12]

6. I also unfortunately discovered that the Memorandum of Points and Authorities submitted in support of **State Farm's Motion in Limine No. 1** twice misstated the case title of *Wesson v. Staples*, 68 Cal.App.5th 746 (2021) on page five at lines 12 and 18. I note that although the *Wesson* decision involved a PAGA action that was disapproved by the Court in *Estrada v. Royalty Carpet Mills, Inc.* (2024) 15 Cal.5th 582, my review of the *Estrada* decision notes that it did not overrule the finding in *Wesson* (citing Evid. Code § 352) that courts may limit the presentation of individualized evidence that would be cumulative or have little probative value. This is consistent with the arguments raised in State Farm's Motion in Limine No. 1.

7. Furthermore, although the Court's decision in *People v. Kelly*, 17 Cal.3d 24, 39 (1976) does not directly state that evidence offered must have a "tendency in reason" to prove a material fact, this general statement of the law can be found in Evidence Code § 210, which is cited in State Farm's Points and Authorities at page 4, line 16. This is also consistent with the arguments raised in State Farm's Motion in Limine No. 1.

8. As it relates to **State Farm's Motion in Limine No. 2**, which also cites the *Wesson* decision identified above, while *Wesson* involved a PAGA action and did not address the admissibility of licensure evidence forcing a time-consuming and confusing "mini trial" on the same, the *Wesson* court did note that under Evidence Code § 352, courts may limit the presentation of individualized evidence that would be cumulative (or time consuming) or be so confusing so as to have little probative value. This is consistent with the arguments raised in State Farm's Motion in Limine No. 2.

1 9. As it relates to **State Farm’s Motion in Limine No. 3**, while the quotes
2 “[T]he regulations are not a substitute for a bad faith action” and “probative value of
3 this evidence is minimal, while potential for prejudice is great” are not direct quotes
4 from the decision in *Rattan v. United Servs. Auto. Ass’n*, 84 Cal.App.4th 715 (2000),
5 *Rattan* holds that even in first party insurance cases, neither the Insurance Code nor
6 regulations adopted under its authority create a private right of action, such that any
7 particular violation of the regulations does not require a finding of unreasonable
8 conduct, and at most, the regulations may be used to infer a lack of reasonableness on
9 the insurer’s part and are not a substitute for bad faith. This is consistent with the
10 arguments raised in State Farm’s Motion in *Limine* No. 3.

11 10. As it relates to **State Farm’s Motion in Limine No. 4**, the decision in
12 *Egan v. Mutual of Omaha Ins. Co.*, 24 Cal.3d 809, 819 (1979) holds that an insurer
13 may breach the implied covenant when it fails to properly investigate its insured’s
14 claim. Critically, the Court’s decision in *California Shoppers, Inc. v. Royal Globe Ins.*
15 *Co.*, 175 Cal.App.3d 1 (1985) holds that “without actual presentation of a claim by the
16 insured in compliance with claims procedures contained in the policy, there is no duty
17 imposed on the insurer to investigate the claim.” This is consistent with the arguments
18 raised in State Farm’s Motion in *Limine* No. 4.

19 11. Finally, as it relates to **State Farm’s Motion in Limine No. 5**, while we
20 acknowledge the Points and Authorities erroneously attributes two direct quotes to the
21 decision in *Nickerson v. Stonebridge Life Ins. Co.*, 63 Cal.4th 363, 374 (2016) on page 4
22 at line 17 and page 6 at lines 9-11, the *Nickerson* decision at page 373 notes that “a
23 stipulation for a postjudgment allocation and award by the trial court would normally
24 be preferable since the determination then would be made after completion of the legal
25 services, and proof that otherwise would have been presented to the jury could be
26 simplified because of the court’s expertise in evaluating legal services.” This is
27 consistent with the arguments raised in State Farm’s Motion in *Limine* No. 5.

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1 12. Furthermore, while the case of *People v. Morris*, 53 Cal.3d 152, 188 (1991)
2 merely holds that motions *in limine* can be used to exclude evidence and streamline
3 proceedings, this does not invalidate State Farm’s argument regarding the benefits of
4 bifurcation avoiding a trial within a trial on collateral issues.

5 13. As an officer of the Court with great respect for the Court and counsel
6 and committed to the integrity of my legal, factual and ethical representations to and
7 interactions with the same, I am deeply apologetic for the above-mentioned
8 submissions and my serious lapse in professional judgment. As such, I accept
9 responsibility for those inexcusable errors, and offer no excuse, only an apology.

10 14. As second-chair trial counsel for State Farm in this matter, I was the
11 person primarily responsible for the preparation of the motions *in limine* discussed
12 above. To assist in my preparation of these motions, I utilized an Artificial Intelligence
13 program called “Irys.” However, I regrettably did not check some of the cites I chose
14 to include in the filed pleadings, and I believed, incorrectly, that the program was tied
15 to and vetted through our firm’s subscription to the Westlaw legal research tool and
16 performed an internal cite check. Unfortunately, I was mistaken and only learned of
17 that mistake when I went back to do the research identified in Paragraph 3 above.
18 Regardless, I acknowledge and agree that I should have, but neglected to perform a
19 cite check on all of the authorities cited in the motions *in limine* discussed above before
20 they were filed with the Court and provided to counsel.

21 15. To do our best to immediately correct this mistake and make sure it did
22 not impact any other pleadings, I have now re-reviewed our motion for summary
23 judgment papers (including our moving and reply papers), our opposition to the motion
24 for reconsideration (which was prepared with no AI assistance) and our *in limine*
25 filings (some of which were prepared with AI assistance). Only some of the *in limine*
26 filings were affected. Based on my thorough review of those filings (which I reviewed
27 twice), the affected *in limine* filings are identified above in Paragraph 5 of this
28 Declaration. No reply briefs nor oppositions were affected.

16. With respect to the affected *in limine* filings, our office is concurrently filing, without comment, redlined copies to identify and advise the Court of the improper citations and allow it to assess their impact.

17. Once again, I am sincerely apologetic for the inconvenience and waste of time and resources I have forced the Court, Ms. Siliga and attorneys to expend on this issue that should never have arisen.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 11th day of August, 2026, at Los Angeles, California.


Jacqueline A. Robinson

1 **PROOF OF SERVICE**

2 **Fa'Alagilagi Meni-Siliga v. A's Contractor, Inc., et al.**
3 **Los Angeles County Superior Court, Case No. 24CMCV01105**

4 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

5 At the time of service, I was over 18 years of age and not a party to this action. I am
6 employed in the County of Los Angeles, State of California. My business address is 333 South
7 Hope Street, Suite 2900, Los Angeles, CA 90071-3048.

8 On August 11, 2026, I served true copies of the following document(s) described as
9 **DECLARATION OF JACQUELENE A. ROBINSON REGARDING STATE FARM
10 GENERAL INSURANCE COMPANY'S INADVERTENT CITATION TO NON-
11 EXISTENT CASE LAW AND CITATIONS IN ITS MOTIONS IN LIMINE FILED IN
12 THIS ACTION** on the interested parties in this action as follows:

13 **SEE ATTACHED SERVICE LIST**

14 ☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the
15 document(s) to be sent from e-mail address c.staley@musickpeeler.com to the persons at
16 the e-mail addresses listed in the Service List. I did not receive, within a reasonable time
17 after the transmission, any electronic message or other indication that the transmission was
18 unsuccessful.

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

21 Executed on August 11, 2026, at Los Angeles, California.

22 
23 Cindy L. Staley

SERVICE LIST

Fa'Alagilagi Meni-Siliga v. A's Contractor, Inc., et al.
Los Angeles County Superior Court, Case No. 24CMCV01105

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