

**TENTATIVE RULINGS**

**LAW & MOTION CALENDAR**

**Wednesday, January 28, 2026, 3:00 p.m.**

**Courtroom 16 – Hon. Patrick M. Broderick  
3035 Cleveland Avenue, Suite 200, Santa Rosa**

**TO JOIN “ZOOM” ONLINE,**

**Courtroom 16**

**Meeting ID: 161-460-6380**

**Passcode: 840359**

<https://sonomacourt-org.zoomgov.com/j/1614606380?pwd=NUdpOEZ0RGxnVjBzNnN6dHZ6c0ZQZz09>

**TO JOIN “ZOOM” BY PHONE,**

**By Phone (same meeting ID and password as listed above):**

**(669) 254-5252 US (San Jose)**

The following tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument as to any motion, YOU MUST notify the Court by telephone at **(707) 521-6725**, and all other opposing parties of your intent to appear by 4:00 p.m. the court day immediately before the day of the hearing.

Parties in motions for claims of exemption are exempt from this requirement.

**PLEASE NOTE: The Court WILL NOT provide a court reporter for this calendar. If there are any concerns, please contact the Court at the number provided above.**

**1. 24CV00204, Wells Fargo Bank, N.A. v. Martinez Jr**

Plaintiff Wells Fargo Bank, N.A., (“Plaintiff”) moves pursuant to CCP section 664.6 to vacate the dismissal in this case and enter judgment pursuant to the parties’ stipulation.

Plaintiff sued Defendant Raul Martinez Jr. (“Defendant”) to recover \$8,528.04 on a delinquent credit card debt. In late 2024, the parties entered into an agreement whereby Defendant agreed to pay Plaintiff \$7,000 by November 22, 2024. (Lopez decl., ¶3, Exhibit 1.) As of the date of this motion, Defendant has only paid \$2,800.00. (*Id.*, ¶¶5, 7.) Pursuant to the parties’ agreement, in the event of default Plaintiff may seek judgment for the total amount of \$8,528.04, plus costs, minus payments made. (*Id.*, ¶8, Exhibit 1.) Plaintiff incurred \$275.00 in costs in filing this motion. (*Id.*, ¶9.) **The motion is GRANTED. The dismissal entered in this case is hereby set aside and vacated and judgment is entered in Plaintiff’s favor against Defendant in the amount of \$6,003.04.** This court will sign the proposed order and judgment.

**2. 24CV06067, Cover v. Heun**

Petitioner Doug Cover (“Petitioner”) moves for an order confirming and entering judgment on the arbitration award, dated April 2, 2024, issued against Respondents Eric Huen and All Pro Floors (“Respondents”).

This motion consists of a Notice of Motion, Memorandum, and an Amended Memorandum of Points and Authorities (“Memo”). The Memo attaches what purports to be correspondence

between Petitioner and the Contractors State License Board Mandatory Arbitration Program, and an Arbitration Award in Petitioner's favor against Respondents for the sum of \$23,450.00. However, no declaration has been provided authenticating these documents. In addition, proof of service of the motion on the Respondents has not been filed. Accordingly, **the hearing on the motion is CONTINUED to March 4, 2026, at 3:00 p.m., in Department 16**, to allow Petitioner to correct these deficiencies.

### 3. 25CV03430, Manzo v. Pedroncelli Mobile Bottling, Inc.

#### I. Demurrer

Defendants Pedroncelli Mobile Bottling, Inc. and Paul J. Pedroncelli ("Defendants") demur to the First Amended Complaint ("FAC") filed by Plaintiffs Mario Moreno Manzo ("Manzo") and Mario Andres Moreno ("Moreno") (together "Plaintiffs") on the grounds that each cause of action is uncertain and fails to allege facts sufficient to state a cause of action. **The demurrer is OVERRULED.**

On August 6, 2025, Plaintiffs Manzo and Moreno, father and son, filed their FAC alleging causes of action for employment discrimination, failure to accommodate, failure to engage in the interactive process, retaliation, failure to prevent discrimination or retaliation, failure to provide meal and rest periods, for waiting time penalties, and other Labor Code violations. The FAC alleges that Manzo worked for Defendants maintaining the mechanics of their bottling line, repairing machinery, and ordering repair parts. Moreno's job with Defendants consisted of communicating and invoicing clients and assisting Manzo with the maintenance of the bottling line. Plaintiffs worked from late 2021 until their termination on February 10, 2023. Plaintiffs allege Manzo was terminated due to a disability. Manzo was diagnosed with Guillain-Barre syndrome. On January 27, 2023, Manzo contracted the flu, which posed additional health risks due to his having Guillain-Barre syndrome. Manzo's doctor initially gave him four days off, but that time was extended for an additional five days. Thereafter, five days after returning to work, Manzo and Moreno were informed they were being terminated for "quality control issues." Plaintiffs allege that prior to their termination they were never told that anyone had any concerns about the quality of their work; they had only received positive feedback. They also allege that the conditions of their employment did not allow them to take certain meal and rest breaks, that they were not compensated for travel time to secondary job sites, and that they did not timely receive all wages owed.

##### 1. Legal Standards

The complaint must be "liberally construed, with a view to substantial justice between the parties." (CCP § 452.) This rule of liberal construction means that the reviewing court draws inferences favorable to the plaintiff, not the defendant. (*Perez v. Golden Empire Transit Dist.* (2012) 209 Cal.App.4th 1228, 1238.)

##### 2. Termination Due to Disability

Defendants argue that the allegation that they terminated Plaintiff's employment because of his disability is an improper conclusory allegation.

The "facts" to be pleaded are those upon which liability depends—i.e., "the facts constituting the cause of action." These are commonly referred to as the "ultimate facts." (See *Doe v. City of Los Angeles* (2007) 42 Cal. 4th 531, 550.) A plaintiff is required only to set forth the essential facts of his case with reasonable precision and with particularity sufficient to acquaint a defendant with the nature, source, and extent of his cause of action. (*Ibid.*)

The distinction between conclusions of law and ultimate facts is not at all clear and involves at most a matter of degree. (*Burks v. Poppy Const. Co.* (1962) 57 Cal.2d 463, 473.) Courts have

permitted allegations which obviously included conclusions of law and have termed them “ultimate facts” or “conclusions of fact.” (*Ibid.*) Examples include: one is the “owner” of property; an act was “negligently” done; and, an employee was “acting within the scope of his employment.” (*Id.*, at 473-474.) In permitting allegations to be made in general terms the courts have said that the particularity of pleading required depends upon the extent to which the defendant in fairness needs detailed information that can be conveniently provided by the plaintiff, and that less particularity is required where the defendant may be assumed to possess knowledge of the facts at least equal, if not superior, to that possessed by the plaintiff. (*Id.*, at 474.)

The allegation that Plaintiffs were terminated due to Manzo’s disability is an allegation of the ultimate fact.

### 3. Alleged conditions or characteristics

Defendants argue that each cause of action is uncertain and fails to state facts to constitute a cause of action because Plaintiffs allege Manzo had been diagnosed with Guillain-Barre syndrome, which prevented him from getting the COVID-19 vaccine. Defendants argue Plaintiffs allege no other condition or characteristic that ever gave rise to any manner of disability.

The FAC alleges Manzo was required to take leave when he contracted the flu due to his having Guillain-Barre syndrome and the associated health risks. Defendants have not shown these allegations are insufficient.

### 4. Health Risks of Guillain-Barre Syndrome

Defendants argue that Plaintiffs fail to allege the nature of the health risks of having Guillain-Barre syndrome.

Plaintiffs allege that Manzo was required to take leave due to increased health risks of contracting the flu due to him having Guillain-Barre syndrome, and that he and Moreno were ultimately fired because Manzo took this leave. Defendants cite no authority that Plaintiffs must allege more.

### 5. Reasonable Accommodations/Failure to Accommodate

Defendants argue that Plaintiffs do not allege what reasonable accommodations were requested or needed. Defendants do not address the precise allegations in the FAC, what allegations are required by law, and which are missing. Therefore, they have not met their burden on this issue.

### 6. Observable traits

Defendants argue that the FAC does not contain any allegations that any manifestation of Guillain-Barre syndrome was observable, implying Defendants had no reason to know of Manzo’s condition.

The FAC alleges that Plaintiffs informed Defendants that Manzo had Guillain-Barre syndrome both prior to commencing to work for Defendants and when he took leave—thus, the FAC alleges Defendants were aware of his condition.

### 7. Wrongful Act

Defendants argue Plaintiffs have not alleged any wrongful act because Plaintiffs allege that Manzo was given the requested leave.

The FAC alleges that Defendants informed Manzo he did not have accrued time off, that Defendants’ agent was annoyed with Manzo taking leave despite not having accrued time off, and that Plaintiffs were terminated in retaliation for taking said leave. Defendants have not shown Plaintiffs must allege more.

### 8. Unsupported Legal Arguments

Defendants argue that Plaintiffs’ allegations that Manzo had a disability are conclusory; that there are no factual allegations affording Defendants notice of any particular disability; that Moreno suffered no ailment that would give rise to a joint claim for discrimination; that Plaintiffs allege no particular accommodation that might give rise to an interactive process; that Plaintiffs’ allegations

that they were terminated for Manzo's protected activity are conclusory; that there is no alleged protected activity; and that the allegations of failure to prevent discrimination are conclusory and speculative.

A memorandum of points and authorities in support of a motion must contain "a discussion of the statutes, cases, and textbooks cited in support of the position advanced." Here, Defendants' memorandum itself suffers from the precise ailment they argue inflicts the FAC. Their memorandum is replete with conclusions unsupported by legal authority. Defendants' repetition of the same arguments does not suffice. Defendants fail to meet their burden on all arguments unsupported by legal authority.

#### 9. Legal Argument

Defendants cite legal authority starting at page 8 of their memorandum. However, these arguments are also insufficiently conclusory. Defendants only provide statements of law without applying those statements to the facts of this case. Therefore, Defendants have not shown that the allegations in the FAC are insufficient.

In addition, Defendants conclude that they did all that was needed by allowing Manzo to take the needed time off; that Defendants' representative informing Manzo that he had no accrued time off is irrelevant; that the flu has no relationship to Guillain-Barre syndrome; and that Plaintiffs' interpretations of the subject events are wrong.

A demurrer is a pleading used to test the legal sufficiency of other pleadings. I.e., it raises issues of law, not fact, regarding the form or content of the opposing party's pleading. It cannot be used to argue the merits of the allegations.

#### 10. Opposition – Moreno's disability

In opposition, Plaintiffs argue that Moreno's disability was his association with Manzo. In the "associational discrimination context, the 'disability' from which the plaintiff suffers is his or her association with a disabled person." (*Castro-Ramirez v. Dependable Highway Express, Inc.* (2016) 2 Cal.App.5th 1028, 1037.) Defendants do not address this issue in reply.

#### 11. Opposition Served Untimely

Defendants argue that Plaintiffs' opposition was untimely served such that Defendants did not have sufficient time to draft a reply. Even if this court were to disregard the opposition, the outcome would be the same as Defendants have failed to meet their initial burden on the motion.

#### 12. Conclusion and Order

The demurrer is OVERRULED.

Plaintiffs' counsel is directed to submit a written order to the court consistent with this ruling and in compliance with Cal. Rules of Court, Rule 3.1312.

## II. Motion to Strike

Defendants move to strike various portions of the FAC. **The motion is DENIED.**

#### 1. Separate Motion

A motion to strike should be filed as a separate motion apart from a demurrer.

#### 2. Paragraph 17, lines 8-12

In their notice of motion, Defendants argue Paragraph 17, lines 8-12, or portions thereof, should be stricken. These allegations are: "On or around January 27, 2023, M. MANZO contracted the flu, which posed additional health risks due to his pre-existing condition of Guillain-Barre Syndrome. As a result, M. MANZO sought medical advice and was provided with a doctor's note excusing him from work from January 28, 2023, to January 31, 2023, which he promptly submitted to his employer. In response, Krista Jensen (hereinafter "Krista"), a representative of Defendant PEDRONCELLI BOTTLING, informed M. MANZO that he had no remaining paid time off, a fact M. MANZA understood. Subsequently, M. MANZO's doctor extended his leave through February

5, 2023, and this extension was also provided to Krista. M. MANZO perceived Krista to be bothered by this additional leave extension. M. MANZO was on leave for 10-days due to his illness and returned to work on February 6, 2023.”

Defendants argue these allegations are improperly speculative and conclusory, and otherwise argue the merits of Plaintiffs’ claims. No legal authority has been provided supporting Defendants’ arguments that any of these allegations are subject to being stricken. Therefore, the motion is DENIED.

Plaintiffs’ counsel is directed to submit a written order to the court consistent with this ruling and in compliance with Cal. Rules of Court, Rule 3.1312.

#### 4. 25CV05331, Rodriguez v. Meyer

The motion of attorney Malek Shraibati and BD&J, PC, to be relieved as counsel for Plaintiff Diego Jesus Rodriquez is GRANTED. This court will sign the proposed order.

#### 5. 25CV05337, Bala v. West

Plaintiffs Gary C. Bala and Boualay Bala (“Plaintiffs”) move for an order striking the first through thirteenth affirmative defenses and the prayer for attorney fees in the answer filed by Defendants Timothy A. West, Jade M. May, Hannah J. Husen, Brandon McCubbin, and Cooper R. Granahan-Linsley (“Defendants”). On January 22, 2026, a Request for Dismissal of the Entire Action was filed. Accordingly, Plaintiffs’ motion is DROPPED as MOOT.

#### 6. 25CV06092, Bazzano v. California Unemployment Insurance Appeals Board (CUIAB)

On September 8, 2025, Petitioner Jennifer Bazzano (“Petitioner”) filed a Petition for Writ of Mandate under CCP sections 1085 and 1094.5 (“Petition”). The Petition seeks to compel Respondents California Unemployment Insurance Appeals Board (“CUIAB”) and the Employment Development Department (“EDD”) to set aside adverse determinations and overpayment assessments. The Petition states these were issued without the “statutorily required section 1260(f) proposed determination and response interval.” (Petition, 1:21-22.)

##### 1. Notice of Writ

“The writ must be served in the same manner as a summons in a civil action, except when otherwise expressly directed by order of the Court. Service upon a majority of the members of any Board or body, is service upon the Board or body, whether at the time of the service the Board or body was in session or not.” (Code Civ. Proc., § 1096.)

On January 7, 2026, Petitioner filed three proofs of service of process. The proofs of service of summons do not identify the person served. The first states Petitioner served “California unemployment insurance appeals board” located at 2400 Ventura Oaks, Sacramento, CA, by personal service on January 6, 2026, at 3:00 p.m.

The second states Petitioner served “Ca employment development department; CUIAB” at 1300 I Street, Sacramento, CA by personal service on January 6, 2025, at 1:45 p.m.

The third state Petitioner served “California employment development department” at 800 Capital Mall, Sacramento, CA.

On January 19, 2026, Petitioner filed Proof of Electronic Service indicating that various documents were served on Katherine Grainger at Katherine.Grainger@doj.ca.gov.

These documents do not establish that the writ petition was properly served upon the respondents.

On January 23, 2026, the Employment Development Department filed a request for this hearing to be rescheduled as it is premature.

**The hearing is CONTINUED to Friday, April 3, 2026, at 9:00 a.m. in Dept. 16 to allow Petitioner to file proper proof of service of summons on CUIAB.**

## 7. 25CV06360, Boyda v. Day

Petitioner Raymond Boyda (“Petitioner”) moves for an order pursuant to Cal. Commercial Code section 9518 directing the California Secretary of State to correct the public UCC record by removing two UCC-5 Information Statements filed by Respondents Stuart Day (“Day”) and Stuart Day Guitars LLC (together “Respondents”) on June 5, 2025.

On June 5, 2025, Respondents filed UCC 5, File Number U250148464746 and UCC 5 Number U250148466438 (together “Subject UCCs”) (Petition, Exhibit C) with the California Secretary of State.

This action was filed on September 2, 2025 (“Petition”). It seeks declaratory relief that the Subject UCCs are fraudulent and void, and an order directing their removal from California’s public records. The Petition alleges the Subject UCCs are based upon a May 22, 2025, Pennsylvania court order (“May 22 Order”) that was void ab initio.

The May 22 Order dismissed with prejudice Civil Action No. 10616 of 2023 filed in the Court of Common Pleas in Lawrence County, Pennsylvania, as against plaintiff Inarts, LLC (“Inarts”) and Petitioner. (Petition, Exhibit A.) It further barred Inarts and Petitioner from instituting any other action, in any jurisdiction, raising the same claims arising out of the same or similar transactions or facts which are the subject matter of that action.

Subsequently, a July 30, 2025, Order from the Lawrence County Superior Court (“July 30 Order”) states that on June 23, 2025, Respondents filed a Motion to Quash Appeal. (Petition, Exhibit B.) The Lawrence County Superior Court noted the May 22 Order and stated that because Appellant Inarts, LLC t/d/b/a Healdsburg Guitars “is not a party below and because, up until the entry of the Order, the trial court refused to grant Appellant intervenor status or leave to amend the complaint to be named individually, the trial court erred in referencing Appellant individually in the Order.” (Petition, Exhibit B.) It therefore vacated the portions of the May 22 order that referenced Appellant. (Petition, Exhibit B.) The title of that pleading lists Inarts as the Appellant. (*Ibid.*)

The Petition alleges that previously, on March 17, 2025, Petitioner filed a Praecept for Full Discontinuance in the Pennsylvania action causing the action to be formally discontinued.

### a. Commercial Code section 9518

Petitioner argues the Subject UCCs are inaccurate, unauthorized, and wrongful within the meaning of section 9518(a).

Commercial Code section 9518(a) provides: “(a) A person may file in the filing office an information statement with respect to a record indexed there under the person’s name if the person believes that the record is inaccurate or was wrongfully filed.”

Petitioner argues that section 9518 authorizes a court to correct the public UCC records when a filed statement is inaccurate, unauthorized, or wrongful.

Petitioner does not discuss the text of section 9518. (See Cal. Rules of Court, Rule 3.1113(b) [The memorandum must contain “a discussion of the statutes, cases, and textbooks cited in support of the position advanced.”])

Section 9518 does not discuss a judicial remedy. Rather, it allows a person to file an information statement if that person believes a record is inaccurate or was wrongfully filed. Comments to the code section state, in part: “Sometimes a person files a termination statement or other record relating to a filed financing statement without being entitled to do so. A secured party of record with respect to the financing statement who believes that such a record has been filed may, but need not, file an information statement indicating that the person that filed the record was not entitled to do so. See subsection (c). An information statement has no legal effect. Its sole purpose is to provide some limited public notice that the efficacy of a filed record is disputed. If the person that filed the record was not entitled to do so, the filed record is ineffective, regardless of whether the secured party of record files an information statement. Likewise, if the person that filed the record was entitled to do so, the filed record is effective, even if the secured party of record files an information statement.” … “Just as searchers bear the burden of determining whether the filing of initial financing statement was authorized, searchers bear the burden of determining whether the filing of every subsequent record was authorized.” (Comments to Com. Code section 9518.)

Section 9518 does not support Petitioner’s request.

b. False UCCs

Petitioner also argues that the Subject UCCs are objectively false based upon Petitioner’s voluntary discontinuance of the Pennsylvania action, and the March 22 Order.

The Subject UCCs state that Petitioner was not entitled to file certain financial statements. They state: “The filer [Petitioner] was not entitled to file this record under UCC § 9-509. No security agreement exists, no debt is owed, and the debtor never authorized any filing. All claims were fully litigated and dismissed with prejudice in *InArts LLC v. Stuart Day*, Case No. 10616 of 2023 (Lawrence County, PA), extinguishing any legal basis for asserting a lien. The filer later amended the UCC to include jointly owned property (family farm and business premises) and public grant/loan funds (LCEDC), none of which are subject to any valid security interest. Debtor’s counsel formally notified the filer of the fraudulent nature of the filings and that they may constitute criminal conduct under PA law. A 20-day withdrawal period was provided under statute, but the filer refused to withdraw or correct them. The filings were knowingly false, made in bad faith, and intended to harass.” (Petition, Exhibit C.)

The Subject UCCs were filed on June 5, 2025, prior to the July 30 order. Therefore, it appears they were not false at the time they were filed.

c. Supplemental Memorandum

On December 30, 2025, Petitioner filed a 26-page supplemental memorandum adding onto Petitioner’s initial 9-page Notice and Memo. (No opening or responding memorandum may exceed 15 pages. [Cal. Rules of Court, rule 3.1113(d).]) Much of the supplemental memorandum appears irrelevant to the issue at hand.

d. Commercial Code section 9525

In his supplemental memorandum, Petitioner argues that Commercial Code section 9525 establishes procedures for addressing and correcting false or unauthorized filings. That code section pertains to filing, indexing, and certificate fees.

e. Conclusion and Order

**The motion is DENIED.** Petitioner has not cited authority that this court may direct the California Secretary of State to remove or expunge the Subject UCCs from the UCC index, particularly when a document only becomes, at least partially, inaccurate after it is filed.

Respondents' counsel is directed to submit a written order to the court consistent with this ruling and in compliance with Cal. Rules of Court, Rule 3.1312.

8. **25CV07829, Mukherji v. Kraus**

Defendant Jennifer Jacobs, Trustee of the MSM Family Trust, moves pursuant to CCP section 529 for an order requiring Plaintiff Joy Mukherji ("Plaintiff") to post an undertaking as a condition of continuing to pursue injunctive relief. On December 11, 2025, this court dissolved the temporary restraining order then in place pursuant to Plaintiff's ex parte request and denied her motion for a preliminary injunction. Accordingly, **this motion is denied as MOOT**.