TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, February 4, 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. 25CV00798, People of the State of California v. Weisfield

1. Motion to Stay

Defendants Youngstown MHP LLC and Daniel Weisfield ("Defendants") move to stay the present action ("City's Action") until final resolution of the related and first-filed action *Youngstown MHP LLC v. City of Petaluma,* Case Number 24CV00250 ("Defendants' Action"). **The motion is DENIED.**

Defendants' Action was filed on January 12, 2024. It seeks declaratory and injunctive relief that the City of Petaluma's Ordinance establishing the Senior Mobile Home Park Overlay District ("Ordinance") is invalid as violative of the Fair Housing Amendments Act and the Fair Employment and Housing Act. Trial in Defendants' Action is set for August 21, 2026. The parties' competing motions for summary judgment are set for February 20, 2026.

The City of Petaluma filed the City's Action on January 31, 2025. It alleges Defendants are violating the Ordinance, which constitutes a nuisance and a violation of Business & Professions Code section 17203. Trial is not yet set in the City's Action and there are no pending motions.

Defendants argue staying the City's Action would prevent duplicative discovery and motion practice and would reduce the burden on this court. Defendants argue that Defendants' Action will resolve the issue of the validity of the Ordinance, which will have a bearing on this case.

The City argues a stay this action will allow Defendants to continue to violate the City's valid Ordinance.

Given that the parties' motions for summary judgment in Defendant's Action will be heard in two weeks on February 20, 2026, and no prior motions will be heard in the City's Action, a stay

of the City's Action appears unnecessary. Defendants have not shown that staying the City's Action is in the interests of justice.

The motion is DENIED. The City's 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.

2. Cross-Defendants' Motion to Stay

Cross-Defendants Youngstown MHP LLC ("Youngstown"), Gideon Goldstein, Nirit G. Peer, and Nirit Goldstein Peer Irrevocable Trust ("Cross-Defendants") move for an order staying all proceedings on the Cross-Complaint filed by Federal National Mortgage Association ("Fannie Mae")("Cross-Complaint") until after final resolution of the first-filed action *Youngstown MHP v. City of Petaluma,* Case Number 24CV00250 ("Defendant's Action"). **The motion is DENIED.**

On May 6, 2025, Fannie May filed a cross-complaint in this action alleging breach of contract against Cross-Defendants. Fannie May alleges that its loan agreement with Cross-Defendants imposes age-based restrictions on the subject mobile home property, and that defendant Youngstown is in violation of those provisions, as is admitted in the pleadings in Defendants' Action.

In opposition, Fannie Mae points out that its Cross-Complaint includes different parties and different legal issues than in the Defendants' Action. Fannie Mae's Cross-Complaint arises out of the Cross-Defendants' alleged breach of the loan documents executed in 2020—four years before the City of Petaluma enacted its age-restricted ordinance in 2024.

Cross-Defendants have not shown that staying the Cross-Complaint is in the interests of justice. Accordingly, the motion is DENIED.

Fannie Mae's 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.

2. 25CV03400, Pasquini v. Pasquini

The Hon. Patrick Broderick hereby RECUSES himself from this matter pursuant to Code of Civil Procedure, section 170.1. Notice of reassignment and notice of rescheduled motion hearing shall be issued separately.

3. 25CV04090, Zabinsky v. Schmidt

Defendants Ray Schmidt and Christopher Skogland ("Defendants") demurrer to the first cause of action for quiet title and the second cause of action for declaratory relief alleged in the complaint filed by Plaintiff Benjamin Zabinsky ("Plaintiff"). **The demurrer is OVERRULED.**

1. Complaint

On June 11, 2025, Plaintiff filed a Verified Complaint for Quiet Title and Declaratory Relief. Plaintiff alleges he is the fee title owner of real property located at 8126 Grape Avenue in Forestville ("Property"). Plaintiff alleges he purchased the Property in April 2006 and that its purchase included an Easement for ingress and egress and for utilities ("Easement"). Plaintiff alleges that Defendants purchased neighboring property in 2019 and built a fence blocking Plaintiff's use of the Easement.

On August 3, 2020, Defendants filed a lawsuit entitled *Ray Schmidt, et al. v. Benjamin Zabinsky, et al.*, Sonoma Superior Court, Case No. SCV-266824, against Plaintiff and then-owners of other neighboring properties ("Prior Lawsuit"). Under the Prior Lawsuit, Defendants alleged,

inter alia, a quiet title cause of action against Plaintiff, seeking to terminate the Easement based on theories that Plaintiff's predecessor had abandoned the Easement, or that the Easement had been terminated by Defendants' adverse possession of the Easement area. However, on February 26, 2025, two days prior to commencement of trial, Defendants dismissed the Prior Lawsuit. Plaintiff alleges that all statutes of limitations were equitably tolled during the Prior Lawsuit.

Plaintiff alleges that during the pendency of the Prior Lawsuit, Plaintiff and his family continued to use the Easement in the same manner as, and consistent with, their historical use, regularly traversing the Easement to access Grape Avenue to the west and Trenton Road to the south.

Plaintiff further alleges that in May 2025, Defendants constructed a fence; dug ditches misdirecting water; and placed cinderblocks, chains, and posts in the Easement area. Plaintiff alleges the fence interferes with Plaintiff's use of the Easement and obstructs Plaintiff's access to utilities including to their water supply service access, a water meter, a water shut-off valve, and sewer line connected to Plaintiff's home.

Plaintiff seeks a judgment quieting title to the Easement as of April 28, 2006. Plaintiff further alleges he is entitled to a temporary restraining order, preliminary, and permanent injunction prohibiting Defendants from continuing to interfere with Plaintiff's full use of the Easement and mandating that Defendants remove the fence and other obstructions.

2. Statute of Limitations/Adverse Possession/Equitable Tolling

Defendants argue that Plaintiff's claim is barred by a five-year statute of limitations based upon Defendants' position that they extinguished Plaintiff's interest in the Easement by adverse possession, and that equitable tolling is inapplicable. Defendants argue that Plaintiff admits that since 2018 access to Plaintiff's property has been through Grape Avenue to the west and that access to Trenton Road was blocked. Defendants conclude that the complaint admits all the elements necessary for adverse possession.

Defendants' conclusion ignores many of the allegations—including that Plaintiff and his family have used the Easement during the pendency of the Prior Lawsuit and that Defendants further blocked access to the Easement in May of 2025. The complaint therefore does not allege continuous and uninterrupted possession by Defendants for five years.

3. Conclusion and Order

The demurrer is OVERRULED.

Plaintiff's 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. 25CV05714, Garcia Contreras v. Hyundai Motor America

Defendant Hyundai Motor America ("HMA") moves for an order compelling Plaintiff Rolando Garcia Contreras ("Plaintiff") to arbitrate his claims and to stay this action pending arbitration.

1. Complaint

On August 19, 2025, Plaintiff filed a complaint against HMA alleging causes of action under the Song-Beverly Consumer Warranty Act based upon his purchase of a certified pre-owned 2022 Hyundai Tucson ("Vehicle"). Plaintiff alleges he first presented the Vehicle for repairs in May 2024, with approximately 22,099 miles on the odometer, due to the "Check Engine" light being illuminated, the Vehicle shaking, it entering "Limp mode," its RPM levels surging, it emitting an abnormal odor, and due to it shutting down while shifting gears. Plaintiff presented the Vehicle again in May of 2025, with approximately 38,844 miles on the odometer, with similar and

additional issues. Plaintiff alleges HMA has been unable to repair the Vehicle. He seeks to revoke acceptance of the sales contract.

2. Arbitration Clause

HMA argues the Vehicle was accompanied by a Warranty provided by Hyundai Motor America, located in the Owner's Handbook & Warranty Information ("Warranty"), which included a binding arbitration provision. (Warranty, Exhibit 2 to Ameripour Decl.) Section 4 of the Warranty contains a disclosure that arbitration is required for all disputes.

3. Objections to Evidence

Plaintiff objects to attorney Ali Ameripour's statement, "Attached hereto as Exhibit '2' is a true and correct copy of Plaintiff's Owner's Handbook & Warranty Information," (Ameripour decl., ¶4) and to Exhibit 2. The objections are made on the grounds that Mr. Ameripour does not have personal knowledge of the Warranty, he has not laid a foundation for the Warranty, and that the Warranty is hearsay. The objections based upon personal knowledge and lack of foundation are sustained.

Due to this court sustaining Plaintiff's objections, HMA has not shown the existence of a valid arbitration agreement between the parties. Accordingly, **the motion is DENIED.**

Plaintiff's 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.

5. MCV-251745, Humboldt Growers Network, a California Corporation v. Piner Partners, a California general partnership

This matter is on calendar for the motion of David Addington for an order vacating the March 22, 2022, order in this case distributing interpleader funds and directing the restoration of those funds to the court's registry.

Mr. Addington is not a named party and Piner Partner, G.P.'s ("Piner Partner's") attorney of record is Peter Craigie. In a motion to stay filed by Mr. Addington on July 6, 2021, he states Piner Partners is made up of three corporations. Corporations must be represented by an attorney. Moreover, the rule against pro se representation equally applies to all entities generally regarded as "separate" from their owners, including partnerships. (See *D-Beam Ltd. Partnership v. Roller Derby Skates, Inc.* (9th Cir. 2004) 366 F. 3d 972, 973-974; *Clean Air Transport Systems v. San Mateo County Transit Dist.* (1988) 198 Cal. App. 3d 576, 578; also see *Rowland v. California Men's Colony, Unit II Men's Advisory Council* (1993) 506 U.S. 194, 202.) As Mr. Addington is not an attorney, he may not represent Piner Partners.

In addition, Piner Partners is represented by Mr. Craigie. So long as a party is represented by an attorney of record the court cannot recognize any other as having the management of the case. (*Board of Com'rs of Funded Dept. of City of San Jose v. Younger* (1865) 29 Cal. 147, 149.) Mr. Craigie must either file this motion on behalf of Piner Partners, or Piner Partners must obtain new counsel to represent it.

Based upon the foregoing, **the motion is DROPPED.** Mr. Addington should direct his concerns to Mr. Craigie or obtain new counsel to represent Piner Partners.

Due to the lack of opposition, the court's minute order shall constitute the order of this court.

6. MCV-254637, Echelon Communities, LLC v. Cruz

The motion of Rudderow Law Group, LLC, to be relieved as counsel for Plaintiff Echelon Communities, LLC, is **GRANTED**. The court will sign the proposed order.

7. SCV-271912, Minnis v. CSAA Insurance Exchange

Defendant Carrie Canine ("Defendant") moves pursuant to CCP sections 877 and 877.6 for an order determining that her settlement with Plaintiff is in good faith.

1. Complaint

On October 28, 2022, Plaintiff Paula Minnis ("Plaintiff") filed a complaint against Defendant and CSAA Insurance Exchange ("CSAA") alleging breach of contract, breach of the implied covenant of good faith and fair dealing, and negligence. The action is based upon an October 2019 pan/protein fire at Plaintiff's home on Tachevah Drive in Santa Rosa. Plaintiff alleges Defendant left a pan cooking eggs for an unreasonably long time when nobody was home. Plaintiff alleges the pan/protein fire caused smoke, VOCs, heavy metals, proteins, and other combustion byproducts to inundate the property making it unsafe for habitation.

As against CSAA, Plaintiff seeks damages caused by the 2019 pan/protein fire, the Tubbs fire, and the Glass fire. Plaintiff alleges CSAA's denial of her claims for damages was unreasonable.

Plaintiff's causes of action for breach of contract and breach of the implied covenant of good faith and fair dealing are alleged against CSAA, and her cause of action for negligence is alleged against Defendant.

2. Good Faith Settlement

A plaintiff may settle with one of several joint tortfeasors or co-obligors on a contract without releasing the others. Provided it is in "good faith," the settlement discharges the settling defendant from liability to the other defendants for equitable contribution or comparative indemnity. (CCP §§ 877(a),(b); 877.6(c).)

The amount paid by the settling defendant reduces the claim against the others (CCP § 877(a)). But there is still a risk of prejudice to them ... because an unreasonably low settlement (e.g., with the most culpable tortfeasor) would expose the remaining defendants to a judgment exceeding their fair share of the liability. To avoid this risk, the court is empowered under CCP § 877.6 to determine the "good faith" of such "piecemeal" settlements. (See *Bay Development, Ltd. v. Sup.Ct. (Home Capital Corp.)* (1990) 50 Cal. 3d 1012, 1019–1020.)

The elements that must be analyzed to determine the good faith of a settlement are discussed in detail in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal. 3d 488. *Tech-Bilt, Inc*. requires the court in a contested case to consider: a "rough approximation" of plaintiff's total recovery and the settlor's proportionate liability; the amount paid in settlement; allocation of settlement proceeds among plaintiffs; an understanding that a settling defendant should pay less than if that defendant were found liable at trial; financial condition and insurance policy limits of the settling defendant(s); and the existence of collusion, fraud, or misconduct aimed at injuring the remaining defendants. (*Id.* at 499; *See Oldham v. California Capital Fund, Inc*. (2003) 109 Cal. App. 4th 421.)

The settling defendant's proportionate liability is a critical factor: "The ultimate determinant of good faith is whether the settlement is grossly disproportionate to what a reasonable person at the time of settlement would estimate the settlor's liability to be." (*City of Grand Terrace v. Boyter* (1987) 192 CA3d 1251, 1262.)

However, if the good faith of the settlement is uncontested, the court does not have to analyze the Tech-Bilt factors. (*City of Grand Terrace v. Superior Court* (1987) 192 Cal.App.3d

1251, 1261.) When no one objects, the barebones motion which sets forth the ground of good faith, accompanied by a declaration which sets forth a brief background of the case is sufficient. (*Ibid.*) Nevertheless, the motion is still discretionary. (See *Mattco Forge, Inc. v. Arthur Young & Co*. (1995) 38 Cal.App.4th 1337, 1349.)

Plaintiff's allegations against Defendant are distinct from those alleged against CSAA but will have a bearing on what Plaintiff seeks against CSAA. Plaintiff has agreed to settle with Defendant for $300,000, the limit of Defendant's insurance policy. CSAA has not filed opposition to this motion. Therefore, Defendant's motion setting forth the background of the case and the ground of good faith is sufficient.

3. Conclusion and Order

The motion is GRANTED.

Defendant's counsel is directed to submit a written order to the court consistent with this ruling.

8. SCV-272049, Thorpe v. Bacha

Plaintiff Beth Ann Thorpe, as an individual and as successor in interest to Allan Thorpe, deceased ("Plaintiff") moves for an order to strike and/or tax costs sought by Defendants Hyundai Motor Company and Hyundai Motor America ("Hyundai Defendants"). **Plaintiff's motion to tax car rental fees in the amount of $166.85 and flight costs of $506.96 is GRANTED. The motion is otherwise DENIED.**

Plaintiff's complaint arises out of an automobile accident that occurred on October 9, 2022. Plaintiff and her husband, Allan Thorpe, were crossing Old Redwood Highway in Penngrove after being at the Twin Oaks Roadhouse when they were hit by Mirium Bacha driving her 2017 Hyundai Veloster. Plaintiff's cause of action for products liability against the Hyundai Defendants alleged that the Hyundai Veloster was defective. The Hyundai Defendants' motion for summary judgment was granted on October 1, 2025. On November 18, 2025, Hyundai Defendants served a Memorandum of Costs ("MOC") for costs of $63,042.75.

1. CCP section 1033.5

Items listed in section 1033.5, subdivision (a) are allowable if they were reasonably necessary to the conduct of the litigation and are reasonable in amount; items listed in subdivision (b) are not allowable except when expressly authorized by law; and items not mentioned in either subdivision (a) or (b) may be awarded (or denied) in the court's discretion under subdivision (c)(4). (Code Civ. Proc., § 1033.5; *Ladas v. California State Auto. Assn.* (1993) 19 Cal.App.4th 761, 774–775.)

2. Deposition Costs

The Hyundai Defendants' MOC seeks $35,982.45 in deposition costs. This is for the depositions of: 1) BC Wandel; 2) Firefighter McGrew; 3) Firefighter Keaney; 4) Sean Kapus; 5) Catherine Kapus; 6) Firefighter Foss; 7) Firefighter Nappi; 8) Firefighter Kirby; 9) Firefighter Engh; 10) Officer Childress; 11) Firefighter Achen; 12) Firefighter Van Emmerik; 13) I. Cahlander; 14) M. Bacha; 15) Officer C. Richardson; 16) Officer Bushey; 17) Sgt. Werle; and 18) Officer Ray.

Plaintiff argues that the Hyundai Defendants took all these depositions to determine road lighting and the Plaintiff's clothing at the time of the accident. Plaintiff argues that prior to these depositions, Plaintiff provided video footage of the accident that showed the condition of the roadway and the accident such that the depositions were not reasonably necessary and were only a matter of convenience for the Hyundai Defendants. Plaintiff also argues that these witnesses did not have specialized knowledge to be able to opine on any of their defenses to product liability claims.

The Hyundai Defendants argue that the depositions were vital for Hyundai's defense, including for gaining an understanding of the facts and circumstances of the crash and those leading up to the crash.

The Hyundai Defendants argue their deposition strategy was reasonable given the potential exposure presented by Plaintiff's claims. Plaintiff sought substantial damages arising from severe personal injuries and a wrongful death, including claims for past and future medical expenses, general damages, and wrongful death damages.

The Hyundai Defendants also argue that they did not take depositions merely to confirm trivial facts. They argue that even where video evidence exists, foundational issues—including authenticity, completeness, and context—require witness testimony, and depositions are a routine and appropriate mechanism to secure that foundation and lock in testimony. Moreover, the depositions were necessary to determine what witnesses actually remembered and how they would have likely testified at trial, to develop admissible impeachment testimony, and to avoid surprise. They also were necessary to answer or clarify factual issues that silent, grainy, black and white security surveillance footage focused on a parking lot adjacent to the crash location could not answer.

This court finds that the Hyundai Defendants' deposition costs were reasonably incurred.

3. Service of Process Fees

The Hyundai Defendants' MOC lists $21,488.58 in service of process fees.

Plaintiff argues the service of process fees are comprised almost entirely of extensive subpoenas for Plaintiff's medical and pharmaceutical records, despite the fact that Plaintiff produced the relevant medical records in connection with the accident during the discovery process. Plaintiff argues that the records subpoenaed, beyond the relevant medical documents, had no bearing on the Hyundai Defendants' product liability defense.

The Hyundai Defendants argue that in this case, where severe injuries are alleged, medical and pharmaceutical records are central to liability issues of causation and damages and to affirmative defenses, including apportionment and the existence of preexisting conditions.

The first three items listed under "Service of Process" in the MOC indicate they are costs of subpoenaing records to "Misc. medical providers," Santa Rosa Memorial Hospital, and the Sonoma County Sheriff. Further expenses are listed on Attachment 5d. These expenses are for ABI Document Support Services, First Legal Records, Sierra Infonet, and service of deposition subpoenas. In reviewing the list, the entries for ABI and First Legal Records all appear to be for subpoena services for the production of documents. The listings for Sierra Infonet were not as clear. Therefore, this court allowed the Hyundai Defendants to provide a sur-reply to clarify what these costs were for. Hyundai confirms that the entries are for costs incurred for subpoena services. (Sur-reply, Goldman Decl., ¶3.) Therefore, this court finds these costs were reasonably incurred.

4. Travel Expenses

The Hyundai Defendants' MOC lists $782.38 in other costs which consist of a car rental and a flight to attend the MSJ hearing, obtaining a Carfax report and vehicle registration records, to obtain an Autocheck and VINIspect report, and to search the vehicle's history on Datasearch.

Plaintiff argues CCP section 1033.5 only allows travel costs associated with attending depositions. Plaintiff argues that remote appearances are available such that the Hyundai Defendants' counsel's travel for the hearing on the motion for summary judgment was unnecessary and solely incurred for their own convenience.

The Hyundai Defendants argue that attending the MSJ hearing was reasonably necessary. They argue that under section 1033.5(c)(2) and (4), the Court has discretion to allow these travel expenses as reasonably necessary to litigate and argue a dispositive motion.

Travel fees for a motion are not recoverable under CCP section 1033.5. This court finds that such travel expenses were incurred for the convenience of the Hyundai Defendants.

5. Conclusion and Order

This court finds that the depositions and service of process fees were reasonably necessary to this litigation. As for the travel fees, as these are not specifically allowed under CCP section 1033.5 and this court will grant the motion as to those. Accordingly, Plaintiff's motion to tax car rental fees in the amount of $166.85 and flight costs of $506.96 is GRANTED. The motion is otherwise DENIED.