TENTATIVE RULINGS: CIVIL LAW & MOTION

Wednesday, March 4, 2026 at 3:00 p.m.
Courtroom 18 – Hon. Dana Simonds
Civil and Family Law Courthouse
3055 Cleveland Avenue
Santa Rosa, California 95403

The 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, **YOU MUST NOTIFY** the Judge's Judicial Assistant by telephone at **(707) 521-6729**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

If the tentative ruling is accepted, no appearance is necessary unless otherwise indicated.

TO JOIN ZOOM ONLINE:

Department 18:
Meeting ID: **160—739—4368**
Password: **000169**
https://sonomacourtorg.zoomgov.com/j/1607394368?pwd=aW1JTWlIL3NBeE9LVHU2NVVpQlVRUT09

TO JOIN ZOOM BY PHONE:
By Phone (same meeting ID and password as listed for each calendar):
Call: +1 669 900 6833 US (San Jose)

Unless notification of an appearance has been given as provided above, the tentative ruling shall become the ruling of the Court the day of the hearing at the beginning of the calendar.

1. 24CV07048, Gomez Lopez v American Honda Motor Co, Inc.

Plaintiff's motion to compel the deposition of Defendant's person most qualified is **GRANTED**. Plaintiff's request for sanctions is **DENIED**. The deposition of Defendant's person most qualified shall occur no later than 10 days from service of notice of entry of an order on this motion.

Plaintiff's counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1312.

Analysis:

On October 14, 2025, Plaintiff served its Notice of Deposition of The Person Most Qualified for American Honda Motor Co., Inc. and Demand to Produce Documents at Deposition which noticed the deposition date as October 31, 2025. Defendant timely objected to the deposition date. Plaintiff sent an email requesting Defendant provide an alternative date for the deposition by October 30th. On October 30th, Defendant provided March 6, 2026, at the first available date of its

witness. When Plaintiff asked if an earlier date was available, Defendant responded that it was not, but if one became available Defendant's counsel would inform Plaintiff. Plaintiff, being dissatisfied with the date provided, filed this motion to compel the deposition to occur earlier than March 6th. However, Plaintiff did not file this motion ex parte and did not request that the motion be set on shortened time, so the hearing date for this motion is only two days prior to the March 6th date provided by Defendant. This means that even with the motion being granted, the deposition is not being held any sooner than would have happened if Plaintiff had agreed to the March 6th date. Given that the trial in this matter is imminent, the Court will grant the motion to ensure the deposition takes place with enough time to prepare for trial.

Regarding the issue of sanctions, CCP § 2025.450 requires the Court to issue sanctions against the opposing party when a motion to compel is granted, unless the Court finds that the opposing party acted with substantial justification or that other circumstances make the imposition of the sanction unjust. The Court so finds here. Defendant has adequately shown that it is currently involved in several hundred Lemon Law cases and has limited PMQ resources. Therefore, the Court does not find it unreasonable that Defendant was not able to offer a date earlier than March 6th for the PMQ deposition. The Court also does not find that Defendant was being dilatory, difficult, or engaging in gamesmanship, as Plaintiff's counsel suggests. Such is not reflected in the record before this Court. Defendant provided a justifiable reason for not being able to produce a PMQ before March. The date provided for the deposition was still nearly two months prior to the trial date of May 1st. While Plaintiff cites substantial difficulty in not being able to depose the witness before March, Plaintiff took no action to have this motion heard earlier than March 4th. The Court finds the imposition of sanctions against Defendant to be unjust given that they provided substantial justification for being unable to produce their witness prior to March 6th.

2. SCV-270527, Jane Doe #1 v Foppoli

Defendant Dominic Foppoli's ("Defendant") motion for summary judgment is **CONTINUED to Friday, May 29, 2026 at 3:00 p.m.** in Department 18.

Plaintiffs filed their opposition to the motion on February 26, 2026, arguing that Defendant Foppoli's alleged violation of the protective order in filing his motion for summary judgment renders their opposition timely based on the terms of the protective order. Regardless, this is insufficient time for the Court to substantively consider Plaintiff's opposition before the March 4 hearing. Furthermore, the Court recently continued the trial until June 26, 2026, and the parties have represented to the Court that they planned to participate in settlement/mediation discussions. Thus, there is good cause for a continuance of the hearing on Defendant Foppoli's motion for summary judgment. Defendant Foppoli's reply shall be filed and served no later than Wednesday, May 13, 2026

3. 23CV00186, Jooblay, Inc v Skolink

The unopposed motion by Fortra Law to be relieved as counsel for Defendant Mark Hanf is **GRANTED**. Counsel represents that there has been a breakdown in the attorney-client relationship. The trial in this matter is scheduled in July. Therefore, there is plenty of time for Defendant to retain

new counsel if desired.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

4. 24CV00099, Burns v Kuok

Defendants' unopposed motion for leave to file a first amended general denial is **GRANTED**. Defendants shall file the proposed amended general denial attached as Exhibit A to the Declaration of James J. Ramos within the time frame allowable by the rules of court.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

Analysis:

Judicial policy favors resolution of all disputed matters between the parties in the same lawsuit, and courts are bound to apply a policy of great liberality in permitting amendments to the complaint "at any stage of the proceedings, up to and including trial," absent prejudice to the adverse party. (*Atkinson v. Elk Corp*. (2003) 109 Cal.App.4th 739, 761.) "Generally, leave to amend must be liberally granted (*Nestle v. City of Santa Monica* (1972) 6 Cal.3d 920, 939, 101 Cal.Rptr. 568, 496 P.2d 480), provided there is no statute of limitations concern, nor any prejudice to the opposing party, such as delay in trial, loss of critical evidence, or added costs of preparation. (*Hirsa v. Superior Court* (1981) 118 Cal.App.3d 486, 490.)." (*Solit v. Tokai Bank, Ltd. New York Branch* (1999) 68 Cal.App.4th 1435, 1448.) As long as the motion is timely and will not prejudice a party, it is normally an abuse of discretion to refuse to allow amendment if the denial will deprive a party of a meritorious claim or defense. (*Morgan v. Sup.Ct.* (1959) 172 Cal.App.2d 527, 530.)

Defendants seek to file an amended general denial that asserts additional defenses. They do so after learning new information following the deposition of Cross-Complainant Hen Kuok. The motion is unopposed, was timely filed, and the amendment would not cause prejudice to the other parties. The motion is granted.

5. 25CV05713, Hoeksema v Toyota Motor Sales, USA, Inc

This is a joint ruling on Defendant Toyota Motor Sales, U.S.A, Inc. ("TMS")'s demurrer to the Sixth Cause of Action of Plaintiff's Complaint and motion to strike punitive damages. Defendant's demurrer is **SUSTAINED**. Defendant's motion to strike Plaintiff's prayer for punitive damages is **GRANTED**. Leave to amend is **GRANTED**.

Defendant's counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1312.

Plaintiff alleges that on or about April 22, 2022, Plaintiff entered into a warranty contract with Defendant TMS regarding a 2022 Toyota Tundra, vehicle identification number 5TFLA5AA7NX007525, which was manufactured and or distributed by Defendant Toyota.

Plaintiff assets several causes of action arising out of the Song-Beverly Consumer Warranty Act, as well as one cause of action for fraudulent inducement-concealment (Sixth Cause of Action).

Defendant herein demurs only to the Sixth Cause of Action for fraudulent inducement-concealment, arguing that Plaintiff has failed to adequately plead its elements.

Demurrer

I. Plaintiff Has Failed to Plead Fraudulent Inducement-Concealment with Sufficient Specificity

"The required elements for fraudulent concealment are (1) concealment or suppression of a material fact; (2) by a defendant with a duty to disclose the fact; (3) the defendant intended to defraud the plaintiff by intentionally concealing or suppressing the fact; (4) the plaintiff was unaware of the fact and would have acted differently if the concealed or suppressed fact was known; and (5) plaintiff sustained damage as a result of the concealment or suppression of the material fact." (*Rattagan v. Uber Techs., Inc.* (2024) 17 Cal.5th 1, 40.) "To withstand demurrer, facts constituting every element of fraud must be alleged with particularity." (*Kalnoki v. First American Trustee Servicing Solutions, LLC* (2017) 8 Cal.App.5th 23, 35.) "This particularity requirement necessitates pleading *facts* which 'show how, when, where, to whom, and by what means the representations were tendered.'" (*Stansfield v. Starkey* (1990) 220 Cal.App.3d 59, 73.)

> A duty to disclose a material fact can arise if (1) it is imposed by statute; (2) the defendant is acting as plaintiff's fiduciary or is in some other confidential relationship with plaintiff that imposes a disclosure duty under the circumstances; (3) the material facts are known or accessible only to defendant, and defendant knows those facts are not known or reasonably discoverable by plaintiff (i.e., exclusive knowledge); (4) the defendant makes representations but fails to disclose other facts that materially qualify the facts disclosed or render the disclosure misleading (i.e., partial concealment); or (5) defendant actively conceals discovery of material fact from plaintiff (i.e., active concealment).

(*Rattagan*, *supra*, at 40.) "Circumstances (3), (4), and (5) presuppose a preexisting relationship between the parties, such as "between seller and buyer, employer and prospective employee, doctor and patient, or parties entering into any kind of contractual agreement." (*Ibid*.) "All of these relationships are created by transactions between parties from which a duty to disclose facts material to the transaction arises under certain circumstances." (*Ibid*.) "Such a transaction must necessarily arise from direct dealings between the plaintiff and the defendant; it cannot arise between the defendant and the public at large." (*Ibid*.)

Transactional Relationship

Here, Plaintiff has alleged that TMS knew or should have known of the engine defects prior to the purchase through its exclusive knowledge of non-public, internal data. He also alleges that TMS knew or should have known that facts about the engine defects were not known or reasonably discoverable by Plaintiff prior to purchase. However, as explained by the *Rattagan* Court, *supra*, circumstances 3, 4, and 5, as listed by the *Rattagan* Court, presuppose a preexisting relationship between the parties, such as buyer and seller. Plaintiff has not sufficiently alleged such a relationship between him and TMS. Plaintiff does not allege that he purchased the vehicle directly from TMS. Plaintiff does not allege any facts regarding the purchase of the vehicle.

Plaintiff points to *Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828 to argue that his allegations regarding a transactional relationship are sufficient. The *Dhital* Court found the *Dhital* plaintiffs' allegations regarding a transactional relationship were sufficient where "Plaintiffs alleged that they bought the car from a Nissan dealership, that Nissan backed the car with an express warranty, and that Nissan's authorized dealerships are its agents for purposes of the sale of Nissan vehicles to consumers." (*Ibid*.) Plaintiff has not made such allegations here. As stated above, Plaintiff has not alleged any facts regarding where the vehicle was purchased. If the vehicle was purchased at a dealership, Plaintiff does not allege that the dealership was the agent of TMS for purposes of the sale of Toyota vehicles to consumers.

Plaintiff alleges that the vehicle came with an express warranty and refers to it in the Complaint as a "warranty contract." However, alleging such is insufficient to allege a transactional relationship between the parties. Plaintiff has not cited any authority providing that alleging the existence of a manufacturer's express warranty is sufficient to allege a transactional relationship between the parties. Referring to the express warranty as a "warranty contract" is insufficient to allege *direct dealings* between the parties such that a duty to disclose is created.

Plaintiff points to several cases decided prior to the *Rattagan* decision, some of which do not involve vehicle manufacture or sales, to argue that courts have found the transactional chain sufficient in a variety of contexts. However, the Court does not find those cases to be persuasive considering that the *Rattagan* Court clearly stated, "'Such a transaction must necessarily arise from direct dealings between the plaintiff and the defendant; it cannot arise between the defendant and the public at large.'" (*Rattagan*, *supra*, 17 Cal.5th 41.)

Since Plaintiff has failed to allege a transactional relationship between the parties, and since a transactional relationship must exist in order for there to be a duty to disclose, the Court need not address whether Plaintiff has sufficiently pleaded exclusive knowledge, partial concealment, or active concealment of material facts (circumstances 3, 4, and 5 as enumerated by the *Rattagan* court.)

Furthermore, while Plaintiff makes general allegations of the remaining elements for the cause of action, he does not plead them with specificity, as required. He also makes no mention of an intent to defraud. Therefore, Plaintiff has failed to allege his fraud cause of action.

Economic Loss Rule

Defendant argues that this cause of action is barred by the economic loss rule because Plaintiff has not alleged personal damages independent of the plaintiff's economic losses. Considering the detailed discussion in the *Dhital* case regarding the economic loss rule, the Court agrees that since Plaintiff has failed to adequately plead his claim for fraudulent inducement, it is technically barred by the economic loss rule. However, if Plaintiff is able to adequately plead the cause of action, it will not be barred. As stated in *Dhital*, *supra*,

> To hold, at the demurrer stage, that plaintiffs' fraud claim is barred by the economic loss rule, we would need to conclude, as Nissan urges us to do, that (1) despite the Supreme Court's statement in *Robinson*, there is no exception to the economic loss rule for fraudulent inducement claims (or at least no exception that encompasses the claim plaintiffs allege in the SAC), or (2) plaintiffs have not adequately pleaded a claim for fraudulent inducement

under California law.

(*Dhital*, *supra*, 84 Cal.App.5th at 839.) The Court notes that Defendant urges the Court to employ the two-part test found in *Rattagan, supra*, for determining whether the claim is barred. However, the *Rattagan* decision involved fraudulent concealment after contract formation, not during. (See *Rattagan v. Uber Technologies, supra*, 17 Cal.5th at fn. 12.) Accordingly, the Court finds the test in *Dhital* to be more applicable. The *Dhital* Court recognized an exception to the economic loss rule for fraudulent inducement claims and declined to find the *Dhital* plaintiff's fraud cause of action was barred since the plaintiff had adequately pleaded it. Here, Plaintiff has failed to adequately plead the fraud claim and, thus, it is—at this time—barred by the economic loss rule.

Motion to Strike

Defendant moves to strike Plaintiff's prayer for punitive damages from the complaint. Punitive damages may be stricken where the facts alleged do not rise to the level of "malice, fraud or oppression" required to support a punitive damages award. (*Turman v. Turning Point of Central Calif., Inc.* (2010) 191 Cal.App.4th 53, 63.) "'Malice' is defined in the statute as conduct 'intended by the defendant to cause injury to plaintiff, or despicable conduct that is carried on by the defendant with a willful and conscious disregard for the rights or safety of others.'" (*Ibid*., citing Civ. Code, § 3294.) "'Oppression' means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights." (Civ. Code, § 3294.)

The Court has sustained Defendant's demurrer to Plaintiff's fraud cause of action with leave to amend. Accordingly, Plaintiff's prayer for punitive damages is no longer supported by fraud allegations. Plaintiff's remaining causes of action are under the Song-Beverly Consumer Warranty Act. Plaintiff argues in opposition that punitive damages are available for these causes of action pursuant to Civil Code § 3294. Civil Code § 3294 provides,

> (a) In an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice, the plaintiff, in addition to the actual damages, may recover damages for the sake of example and by way of punishing the defendant.

Plaintiff has failed to allege facts supporting his Song-Beverly Consumer Warranty causes of action that constitute malice or oppression as defined by Civil Code § 3294. Accordingly, the motion to strike is granted.

Leave to Amend

It is an abuse of discretion for the court to deny leave to amend where there is any reasonable possibility that plaintiff can state a good cause of action. (*Goodman v. Kennedy* (1976) 18 Cal.3d 335, 349.) However, Plaintiff has the burden of showing in what manner the complaint can be amended and how that amendment will change the legal effect of the pleading. (*Ibid*.)

Plaintiff has not shown how the complaint can be amended to cure the defects. Nonetheless, since this is the first time the complaint has been reviewed by the Court, and since it is an abuse of discretion to deny leave to amend if there is a reasonable possibility Plaintiff can state a good claim, the Court will grant Plaintiff an opportunity to amend.

5. 24CV02896, Green v Vierra

Defendant's unopposed motion for leave to file a cross-complaint is **GRANTED**. Defendants shall file the proposed cross-complaint attached as Exhibit 1 to the Declaration of Bryan Kurtz within the time allowable by the rules of court.

Defendant shall submit a written order consistent with this tentative ruling. Due to the lack of opposition, compliance with Rule 3.1312 is excused.

Analysis:

On May 10, 2024, Plaintiffs filed a Complaint for damages alleging nine causes of action against Defendant Vierra. The Complaint alleges that Plaintiffs hired Defendant Vierra for a home remodeling project on March 23, 2021. Plaintiffs claim Defendant Vierra's work did not conform to their contractual agreement or to a reasonable standard of care. On September 4, 2024, Defendant Vierra filed a verified Answer to Plaintiff's Complaint. Defendant now seeks leave of Court to file a cross-complaint against various subcontractors that performed work on the home remodel for Contribution, Equitable Indemnity, and Declaratory Relief.

Defendant has shown that his action against the proposed cross-complainants arises out of the same transaction, occurrence, or series of transactions or occurrences as Plaintiffs' claims. (CCP § 428.10(b).) Defendant has also shown that allowing the cross-complaint to be filed would be in the interest of justice. (CCP § 428.50(c).) Accordingly, the motion is granted.

SPECIAL SET TENTATIVE RULING 3:30PM
25CV03161, MOLICA V SONOMA COUNTY

Petitioner's petition for writ of mandate is **DENIED**.

Respondent's counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1312.

Analysis:

On May 19, 2025, Petitioner, Cody Molica, an inmate in the Sonoma County Main Adult Detention Facility operated by the Detention Division of the Sheriff's Office, filed a petition for writ of mandate pursuant to CCP § 1085. In his petition, Petitioner alleges that Respondent, the County of Sonoma, has refused to allow him to appear remotely before the Court and has refused to allow him to use Bic "round-stick" pens. Petitioner seeks a writ of mandate requiring the County of Sonoma to do so.

On May 23, 2025, Petitioner filed a motion for preliminary injunction seeking an injunction requiring the County of Sonoma to allow him to make remote appearances and to use Bic pens. On August 6, 2025, after reviewing the evidence presented by both parties, the Court denied Petitioner's motion for preliminary injunction finding that he had failed to show a likelihood of

prevailing on the merits of his claims. The Court found that the County had shown that it has procedures in place for inmates to request to obtain access to technology for making remote appearances, but that Petitioner had failed to follow the required procedures. The Court stated that there was nothing in the record to suggest that the procedure in place by the Sheriff's Office deprives inmates of meaningful access to the courts. The Court also found that the County had shown that Petitioner is now permitted to use the requested Bic pens, but was only temporarily restricted from doing so due to his placement on Administrative Segregation after a physical altercation. The Court stated that it would not issue an order that would deprive the County of its ability to restrict access to Bic pens when an inmate is placed on Administrative Segregation.

Petitioner now seeks issuance of a writ of mandate by motion. In his opening brief, Petitioner raises arguments regarding the issue of remote access to Court hearings, but does not mention the issue of access to Bic pens. The Court will assume that the Bic pen issue has been dropped. Even if not dropped, Respondent has shown that Petitioner has had access to purchase such pens since his administrative segregation ended; thus, the issue is moot.

Regarding Petitioner's arguments on the issue of remote access to the courts, he claims that Respondent sometimes does not facilitate his requests for technological accommodations. He claims that sometimes his applications for such are inexplicably denied. The Court notes that no declaration has been filed in support of the opening brief. Therefore, none of the factual assertions made by Petitioner are supported by evidentiary foundation.

On the contrary, Respondent has submitted credible evidence establishing that the Sheriff's Office has in place policies for remote access to the Courts for pro per litigants and that the Sheriff's Office has provided Petitioner with remote access to the Courts on several occasions, including since this petition was filed. Respondent has also provided evidence of the reasons why certain of Petitioner's requests for remote access were denied, including failure of Petitioner to follow the required procedures. There is nothing in the record before this Court that would indicate that the policies in place by the Sheriff's Office for obtaining access to technology for remote Court hearings deprives inmates of meaningful access to the courts.

Absent evidence that the procedures in place by the Sheriff's Office are violative of Petitioner's rights, this Court will not issue an order requiring the Sheriff's Office to grant Petitioner access to technology regardless of his compliance with the Sheriff's Office's procedures. The petition is denied.

*****This is the end of the Tentative Rulings*****