

**TENTATIVE RULINGS  
LAW & MOTION CALENDAR  
Wednesday, March 18, 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. 24CV06327, Moughmer v. Nissan North America, Inc.**

**Motion to Quash Defendant Nissan North America, Inc.’s Subpoena for Production of Business Record GRANTED.**

**Facts**

Plaintiffs complain that on March 14, 2022 they purchased a 2022 Nissan Murano (“the Vehicle”) for which Defendant provided warranties (“the Warranties”) but Defendant knew that the Vehicle was defective and dangerous and Defendant concealed this with misleading advertising, and conducted only deficient recalls which did not address the true problems, despite complaints regarding other vehicles with the same components. Plaintiffs brought the Vehicle for maintenance or repair issues, but Defendant did not disclose the true problems and failed to cure the defects. Plaintiffs asserts that Defendant’s conduct violated the Song-Beverly Consumer Warranty Act (“Song-Beverly”) is at Civil Code (“CC”) section 1790, et seq. and they seek restitution and damages.

**History**

At a case management conference (“CMC”) on March 18, 2025, this court set trial for November 7, 2025.

On October 14, 2025, Defendant filed a motion to continue the trial date on the basis that it wanted more time to complete discovery, but the motion was set to be heard on December 5, 2025, after trial was already scheduled to begin. On October 21, 2025, Defendant therefore submitted an ex parte application to advance the hearing date on its motion to continue trial. The court denied the ex parte application noting, among other things, that failure to complete discovery does not

constitute good cause to continue trial, trial remained set as scheduled, and the court would consider issues regarding discovery and evidence as pre-trial matters.

The parties attended the first day of trial on November 7, 2025, as scheduled. The court called the matter for trial and addressed preliminary and procedural matters with the parties, hearing and ruling the parties' motions in limine for trial. It then continued the matter for the next trial date of January 16, 2026.

Defendant subsequently served a Deposition Subpoena for Production of Business Records (the "Subpoena") on third-party Allstate Insurance Company ("Allstate") on November 12, 2025.

#### **Motion**

Plaintiffs move to quash the Subpoena on the basis that Defendant did not serve it until several weeks after the close of discovery based on the discovery cut-off resulting from the November 7, 2025, trial date.

There is no opposition, despite proper and complete proofs of service showing timely service on Defendant of the moving papers and notice of this hearing, by mail and e-mail.

#### **Discussion**

Parties may conduct discovery up through 30 days, and bring discovery motions up through 15 days, "before the date *initially* set for the trial of the action." Code of Civil Procedure ("CCP") section 2024.020(a), emphasis added.

Defendant served the Subpoena after the initial trial date and the trial had not even been continued. The court and parties commenced the initial trial proceedings on the initial trial date as planned, and conducted preliminary trial matters, including motions in limine. Discovery was not continued, and the court merely set a date for the next day of trial yet Defendant, without leave, commenced this new discovery effort after that initial day of trial. Discovery was cut off before the initial trial date.

The court GRANTS the motion. The prevailing party shall prepare and serve a proposed order consistent with this tentative ruling within five days of the date set for argument of this matter. Opposing party shall inform the preparing party of objections as to form, if any, or whether the form of order is approved, within five days of receipt of the proposed order. The preparing party shall submit the proposed order and any objections to the court in accordance with California Rules of Court, Rule 3.1312.

### **2. 25CV01922, Zhao v. Bodadilla**

#### **Motion to Set Aside Default DROPPED as MOOT.**

After this court continued the motion from its original hearing date due to lack of proof of service, the parties entered into a written stipulation to set aside the default at issue and Plaintiff filed the stipulation on January 16, 2026.

### **3. 25CV04183, Pedrani v. FCA US LLC**

Defendants FCA US, LLC and Autoworld Dodge Jeep Chrysler ("Defendants") demur to the Fifth and Sixth Causes of Action alleged in Plaintiff Lisa J. Pedrani's Complaint is **OVERRULED.**

Defendants' concurrent motion to strike punitive damages in the Complaint is **DENIED.**

#### **PROCEDURAL HISTORY**

On or about November 24, 2024, Plaintiff purchased a 2023 Jeep Wrangler (the “Vehicle”) from Defendant Autoworld Dodge Jeep Ram Chrysler (“Autoworld”) and entered into a warranty contract with Defendant FCA US, LLC (“FCA”), the manufacturer and distributor of the Vehicle. (Complaint, ¶¶ 4-8.) Plaintiff alleges that the Vehicle was defective and had nonconformities, including but not limited to electric battery defects, engine defects, transmission defects, and electrical defects, of which Defendants were aware prior to selling Plaintiff the Vehicle. (*Id.* at ¶¶ 12-21.) The Complaint alleges four causes of action under the Song-Beverly Consumer Warranty Act, a Fifth Cause of Action for Negligent Repair, and a Sixth Cause of Action for Fraudulent Inducement-Concealment. (*Id.* at ¶¶ 40-77.)

Defendants’ counsel met and conferred by email and telephonically with Plaintiff’s counsel regarding deficiencies in the Complaint, but the parties did not reach a resolution as to these issues. (Shirani Declarations, ¶¶ 2-4.) Defendants now demur to the Fifth and Sixth Causes of Action for Negligent Repair and Fraudulent Inducement Concealment in the Complaint and move to strike the prayer for punitive damages. Despite proper and timely service of the moving papers, Plaintiff did not oppose either motion. The unopposed motions are considered below.

### **DEMURRER**

A demurrer can be used only to challenge defects that appear on the face of the pleading under attack or from matters outside the pleading that are judicially noticeable. (C.C.P. § 430.30(a).) At demurrer, all facts properly pleaded are treated as admitted, but contentions, deductions and conclusions of fact or law are disregarded. (*Serrano v. Priest* (1971) 5 Cal.3d 584, 591.) Similarly, opinions, speculation, or allegations contrary to law or judicially noticed facts are also disregarded. (*Coshov v. City of Escondido* (2005) 132 Cal.App.4th 687, 702.) Each evidentiary fact that might eventually form part of a party’s proof does not need to be alleged. (*C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal. 4th 861, 872.) Conclusory pleadings are permissible and appropriate where supported by properly pleaded facts, but the distinction between conclusions of law and ultimate facts is not at all clear and involves at most a matter of degree. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.) Leave to amend should generally be granted liberally where there is some reasonable possibility that a party may cure the defect through amendment. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) The burden of proving that there is a reasonable possibility to cure the defect is squarely on the party that filed the pleading, but if that burden is met and leave to amend is not granted, then that constitutes an abuse of discretion by the trial court. (*Ibid.*)

Defendants request that the demurrer be sustained as to the Fifth and Sixth Causes of Action without leave to amend for failure to state facts sufficient to constitute a cause of action under C.C.P. section 430.10(e). (Demurrer, 1:2-14.) The causes of action at issue are addressed separately below.

#### **Fifth Cause of Action for Negligent Repair**

Although Defendants demur to the Fifth Cause of Action for Negligent Repair in the Notice of Demurrer and Demurrer, the Memorandum of Points and Authorities (“MPA”) fails to actually set forth any arguments to support the demurrer as to this claim. (MPA, 1:16-17.) As such, the Court will **OVERRULE** the demurrer as to this cause.

#### **Sixth Cause of Action for Fraudulent Inducement-Concealment**

Defendants demur to Plaintiff’s Sixth Cause of Action for Fraudulent Inducement-Concealment for failure to constitute a cause of action because: (1) Plaintiff failed to plead facts that establish a direct transaction with FCA, so FCA does not owe Plaintiff a duty of disclosure as a matter of law; (2) the claim is barred by the Economic Loss Doctrine; and (3) because Plaintiff’s allegations lack the requisite factual specificity. (MPA, 2:8-14.)

For the reasons stated below, the demurrer is **OVERRULED** as to this cause. The Court finds that Plaintiff sufficiently alleged facts at the pleading stage to show a transactional relationship between Plaintiff and Defendants giving rise to a duty of disclosure of material facts.

*Transactional Relationship*

Defendants cite *Bigler-Engler v. Breg, Inc.* (2017) 7 Cal.App.5th 276, 311, in which case the Court of Appeal held that a transactional relationship is necessary between two parties to impose a duty to disclose. (MPA, pp. 4-5.) Defendants argue that Plaintiff failed to allege facts to support that there was any duty to disclose material facts to Plaintiff because there was no direct fiduciary or transactional relationship between Defendants and Plaintiff. (*Ibid.*)

The Court finds that Plaintiff's allegations are sufficient to show a transactional relationship between Defendants giving rise to a duty of disclosure.

*Requisite Specificity for Fraud*

Defendants argue that the Complaint does not plead specific facts against Defendants but rather relies on conclusory and vague statements to support the fraud claim. (MPA, pp. 3-4.)

The Court finds that, at the pleading stage, Plaintiff has sufficiently pleaded the Sixth Cause of Action for Fraudulent Inducement Concealment and that it is not practical at this stage to state in detail how, when, and by what means Defendants failed to disclose material facts.

**MOTION TO STRIKE**

A. Legal Standard

1. *Motion to Strike*

The Court may strike a pleading that contains "irrelevant, false, or improper matter[s]" or is "not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court." (C.C.P. §§ 435, 436(b).)

*Punitive Damages*

When a plaintiff claims a breach of an obligation against a defendant, not arising from any contract, punitive damages may be recovered in addition to actual damages when it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice against the plaintiff. (Cal. Civ. Code § 3294.) The code describes "malice" as conduct that the defendant intended to cause injury to the plaintiff, or "despicable conduct which is carried on by the defendant with a willful and conscious disregard of the rights or safety of others." (*Id.* at § 3294(c)(1.)) "Oppression" is defined as "despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights." (*Id.* at § 3294(c)(2).) Finally, "fraud" is defined as the "intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury." (*Id.* at § 3294(c)(3).)

Defendants' Motion to Strike

Defendants moves to strike the prayer for punitive damages from the Complaint, arguing that Plaintiff's allegations are not sufficient to state a cause of action for fraud. (Motion to Strike, pp. 2-4.) There was no allegation that Defendants' conduct was malicious, oppressive, or fraudulent, so the prayer for punitive damages should be struck. (*Ibid.*)

The motion to strike is **DENIED**. The Court is overruling the demurrer as to the sufficiency of Plaintiff's fraud claim, so the Court will also deny the motion to strike because the Complaint alleges sufficient facts to support a prayer for punitive damages under Civil Code section 3294

**CONCLUSION**

Defendants' demurrer is **OVERRULED** in its entirety. The motion to strike is **DENIED**. Plaintiff shall submit a written order on its motions to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

4. **SCV-267534, Garcia v. Rustic Bakery, Inc.**

**APPEARANCES REQUIRED.**

5. **SCV-270364, Black Oak Canyon, Inc. v. Gordacan**

Statement of Facts

This case concerns a dispute regarding the construction of a new home owned by defendant/cross-complainant Kimberly Gordacan. Plaintiff/cross-defendant Black Oak Canyon, Inc. entered into a written construction contract to build the home.

After construction began, defendant fell behind on making payments to plaintiff for the work performed. Plaintiff recorded a mechanics lien.

Thereafter, plaintiff filed a complaint against defendant for: (1) Foreclosure of Mechanics Lien; (2) Breach of Contract; (3) Common Count – Account Stated; (4) Common Count – Open Book Account; (5) Violation of Prompt Payment Statutes; and (6) Declaratory Relief.

Defendant cross-complained against plaintiff, asserting causes of action for: (1) Conversion; (2) Fraud-Concealment; (3) Fraud – Intentional Misrepresentation; (4) Breach of Contract; (5) Negligence; and (6) Slander of Title.

A court trial occurred in 2025. On March 21, 2025, the trial court issued an oral ruling and ordered plaintiff’s counsel to prepare a written Proposed Statement of Decision. On June 4, 2025, the trial court issued its tentative Statement of Decision. Defendant filed objections to the tentative Statement of Decision.

On September 25, 2025, the trial court issued a Final Statement of Decision, which overruled all of defendant’s objections and set forth the trial court’s final decision, finding in favor of plaintiff on its causes of action and against defendant on her cross-complaint.

A written judgment was entered on October 13, 2025. Defendant was represented by counsel through the entry of judgment.

Thereafter, defendant’s request to proceed in pro per for post-judgment proceedings was granted.

Defendant’s Motion to Set Aside/Vacate the Judgment

On December 12, 2025 (the same day that defendant was granted self-representation status), defendant filed the instant motion to set aside and vacate the October 13, 2025, judgment. The motion cites “the common law,” CCP section 473(d), CCP section 663, and the trial court’s “inherent judicial power” as legal authority for the request to set aside/vacate the judgment.

The pro per motion is not a model of clarity. However, it appears that defendant is claiming that the judgment should be set aside/vacated because: (1) the trial court lacked jurisdiction over the case and therefore the judgment is void; (2) the judgment was obtained by fraud; (3) plaintiff engaged in fraud with respect to the underlying construction contract; (4) that there was fraud by officers of the court (i.e., plaintiff’s counsel); (5) that plaintiff engaged in criminal conduct with respect to the construction contract; and (6) that the judgment should be set aside/vacated (and modified) pursuant to CCP section 663.

Plaintiff filed an OPPOSITION, arguing that the moving papers should be stricken on procedural grounds due to the fact that defendant’s motion exceeds CRC 3.1113(d)’s fifteen-page limit for a memorandum of point and authorities. Substantive, plaintiff argues that defendant fails

to demonstrate any legal or factual grounds for setting aside or vacating the judgment; or to modify the judgment under CCP section 663.

#### Analysis

Although appellant's memorandum of points and authorities improperly exceeds the fifteen-page limit set forth in CRC 3.1113(d), this Court declines to strike the brief and will instead exercise its discretion to rule on the merits of the motion.

As described in the Opposition brief, defendant fails to demonstrate any legal or factual basis for any set aside/vacate relief and fails to demonstrate any factual or legal basis for modifying the judgment pursuant to CCP section 663.

Defendant fails to demonstrate that this court lacked "jurisdiction" to hear this case and fails to demonstrate that that this Court was required to proceed under "common law" principles. Moreover, defendant fails to demonstrate how any failure to follow "common law" principles deprived the court of jurisdiction over the case. Pursuant to California Constitution, Article VI, Sections 4, 10, and 16, this Court had general jurisdiction to hear the case.

CCP section 473(d) provides:

The court may, upon motion of the injured party, or its own motion, correct clerical mistakes in its judgment or orders as entered, so as to conform to the judgment or order directed, and may, on motion of either party after notice to the other party, set aside any void judgment or order.

Defendant fails to demonstrate that the judgment is *void* for any reason. To the extent defendant is claiming the judgment is void because of alleged *fraud* by the court, plaintiff, and/or plaintiff's counsel, defendant fails to demonstrate any fraud.

To the extent defendant seeks set aside relief on the grounds that plaintiff engaged in criminal conduct with respect to the construction contract, defendant fails to demonstrate that plaintiff engaged in any criminal conduct. Moreover, even if such criminal conduct were demonstrated (which it's not), defendant fails to demonstrate that such conduct is a basis for setting aside/vacating the judgment.

To the extent defendant seeks set aside relief on the grounds that the trial court erroneously denied her right to a jury trial, defendant fails to demonstrate any error. Pursuant to CCP section 631, a party requesting a trial by jury in a civil case must post jury fees. Defendant did not post any jury fees; therefore, defendant waived her right to a jury trial. Moreover, even if there had been an improper denial of her trial rights (which there was not), defendant fails to demonstrate that would provide a basis for set aside relief.

Finally, to the extent defendant is requesting the judgment be set aside and modified pursuant to CCP section 663, defendant fails to demonstrate any legal or factual basis for such relief.

CCP section 663 provides:

A judgment or decree, when based upon a decision by the court, or the special verdict of a jury, may, upon motion of the party aggrieved, be set aside and vacated by the same court, and another and different judgment entered, for either of the following causes, materially affecting the substantial rights of the party and entitling the party to a different judgment:

1. Incorrect or erroneous legal basis for the decision, not consistent with or not supported by the facts; and in such case when the judgment is set aside, the statement of decision shall be amended and corrected.
2. A judgment or decree not consistent with or not supported by the special verdict.

The purpose of CCP section 663 is specific and limited. Its sole function is to enable speedy rectification of a judgment rendered upon erroneous application of the law to facts which have been found by the court or jury or which are otherwise uncontroverted. *Forman v. Knapp Press* (1985) 173 Cal.App.3d 202, 203.

CCP section 663a further provides that a party making a motion pursuant to CCP section 663 must “specify the particulars” in which the legal basis for the decision is not consistent with or supported by the facts, or in which the judgment or decree is not consistent with the special verdict. A post-judgment section 663 motion must be made within 15 days of the date of mailing of notice of entry of judgment by the clerk of the court, or service upon him or her by any party of written notice of entry of judgment, or within 180 days after the entry of judgment, whichever is earlier. Assuming arguendo that a section 663 motion is timely (as its unclear if a copy of the judgment was served on defendant), defendant fails to specify any alleged erroneous application of the law to the facts as found by this Court. Instead, moving party merely attempts to re-argue the case. No basis for setting aside the judgment (and replacing it with a different judgment) has been shown.

The motion to set aside/vacate the judgment is DENIED in its entirety.

Plaintiff shall submit a written order to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

**6. SCV-270405, Creditors Adjustment Bureau, Inc. v. Bathe**

At counsel’s request due to a scheduling issue, the matter is **CONTINUED to April 1, 2026, at 3:00 p.m. in Dept. 16**. No further briefings are permitted. A tentative ruling will be posted on March 30, 2026, at 2:00 p.m. and any requests for oral argument will need to be made prior to 4:00 p.m. pursuant to Sonoma County Local Rules.

**7. SCV-272556, County of Sonoma v. Lutge**

**Motion to Stay the Court’s Judgment Dated March 28, 2025, or Parts Thereof, Pending Appeal is DENIED.**

**Facts**

Plaintiff on February 2, 2023, filed this action to Enforce Administrative Hearing Order; Enforce Building Code; Abate Substandard Housing and Public Nuisances; for Money Judgment for Costs, Fees, and Civil Penalties; and for Injunctive Relief. In its complaint, Plaintiff seeks to compel Defendant to abate nuisances and code violations on real property which he owns at 3698 Petaluma Boulevard North in Petaluma, California (the “Property”).

**Plaintiff’s Allegations**

It alleges that a code-enforcement inspection in April 2017 revealed various nuisances and code violations, including deteriorated and moldy residential structures without proper heating, lack of smoke detectors, a hose improperly draining a leech field into a creek, and a rat infestation. It issued notices and orders to the then-property owners (the “Prior Owners”) on April 13, 2017, and found the residential structures to be substandard. The notices provided the Prior Owners with rights to appeal along with the notice of penalties, but Plaintiff did not receive a timely appeal. Plaintiff accordingly issued three “Board and Secure” permits to board up the structures and prevent entry of occupation on July 30, 2018, and on August 9, 2018, it verified that the structures were boarded up and no longer in use. Those permits expired around January 2019.

The Prior Owners then transferred ownership to Wells Fargo Bank (“WFB”) on October 31, 2019, but had not abated the dangerous conditions.

Plaintiff received a complaint on November 5, 2019, that the structures were no longer boarded up and were being used by transients, so it inspected the Property and found that one structure was no longer secured against entry but appeared to be abandoned, so it posted that they were unsafe, and entry was prohibited. On November 7, 2019, it issued three new notices and orders for dangerous buildings, sending these to the Prior Owners and WFB. Again, these provided notices of penalties and the right to appeal but Plaintiff received no timely appeals. On February 25, 2020, Plaintiff sent a notice to the then-owner, WFB, that a notice of abatement proceedings and liens had been recorded on the Property’s title.

In February and March 2020, Plaintiff exchanged communications with Defendant regarding the latter’s intention to purchase the Property, the conditions on the Property, and the abatement proceedings against the Property. Defendant was advised of the issues and abatement proceedings and discussed with Plaintiff the steps needed to purchase the Property and abate the nuisances in order for Plaintiff to release the liens on the Property. Plaintiff informed Defendant in writing of the requirements, including need to obtain a use permit and the need to remedy the illegal conditions and structures.

Defendant took title to the Property on March 30, 2020, with actual notice of the conditions, abatement proceedings, liens, and steps necessary to abate the nuisances and make the Property usable. Defendant sent Plaintiff e-mails before and after notifying Plaintiff that Defendant was knowingly taking title to the Property with the liens and agreed to take responsibility for resolving the nuisance conditions and violations.

However, Defendant took no steps to obtain building or demolition permits to abate the violations. Plaintiff received a complaint about the Property on August 4, 2021, regarding unpermitted signage improperly placed in the County right of way. Plaintiff issued notices and orders regarding the violations for unpermitted signs and encroachment on the County right of way on August 5, 2021. Defendant timely appealed these violations, and Plaintiff held a hearing on November 19, 2021, at which both Defendant and his attorney appeared with an opportunity to present witnesses, evidence, and argument, and to cross-examine Plaintiff’s witnesses. Following the hearing, an order was issued on December 15, 2021 (the “2021 Order”), finding that Defendant took title to the Property with actual notice of the existing violations and liability for the violations; the sign violations existed; Defendant created the sign violations; the encroachment violation had been abated but the sign violation had not been abated; Defendant was liable for abating the nuisance conditions and violations on the Property because he knew about these prior to purchasing the Property and knowingly assumed liability for them when he purchased the Property; and Defendant was responsible for abating all the violations and paying costs and penalties. It made determinations of the amounts of costs and penalties for which Defendant was liable. It also gave Defendant notice of his right to seek judicial review of the 2021 Order but that failure to do so would result in it becoming final.

Plaintiff verified abatement of the sign violations on December 30, 2021. On or about December 23, 2022, Defendant paid all of the abatement costs as ordered in the 2021 Order but did not pay any of the penalties set forth in that order. Defendant did not file a timely request for judicial review of the 2021 Order. Instead, Defendant filed an action in federal court challenging Plaintiff’s handling of the administrative hearing, but he did not file an action challenging the 2021 Order. In December 2022, the federal court granted the motion to dismiss the complaint which Defendant filed challenging the hearing process.

As of the date that Plaintiff filed this complaint, Defendant had still not obtained the required permits or abated the nuisances and code violations or paid the penalties or additional costs.

#### Procedural History

Defendant filed an answer and then a first amended answer as well as a cross-complaint against Plaintiff. Plaintiff brought a demurrer and motion to strike against the cross-complaint as well as Defendant's first amended answer. On November 14, 2023, the court sustained the demurrers to both with leave to amend.

Defendant filed his Second Amended Answer ("SAA") and First Amended Cross-Complaint ("FACC") on November 29, 2023. Plaintiff again demurred to the amended cross-complaint and moved to strike portions of the amended answer. On May 29, 2024, the court issued its rulings on both. It sustained the demurrer to the cross-complaint without leave to amend as to the first cause of action for declaratory relief but overruled the demurrer as to the second cause of action for inverse condemnation. The court granted the motion to strike the amended answer, without leave to amend, as to the entirety of the answer except for paragraphs 1, 2, and 3. As a result, the SACC contained only the allegations that Defendant admits specified portions of the complaint and denies specified portions of the complaint, and it no longer contains any affirmative defenses.

Plaintiff subsequently moved for summary judgment in its favor on its complaint and on Defendant's cross-complaint against it. After the hearing, on February 26, 2025, this court granted the motion in full on both the complaint and cross-complaint. The court entered judgment in favor of Plaintiff and against Defendant on the entire action on March 28, 2025.

Defendant filed a notice of appeal on May 13, 2025.

#### Motion

Defendant moves the court to stay enforcement of all or part of the judgment. He contends that

it has now come to [his] attention... that the County of Sonoma is engaged in a significant pattern and practice of corruption, foul play, and unjust behavior by generally practicing a policy of disallowing building owners, landowners, and homeowners' process to obtain building permits needed to cure code enforcement and zoning violations found by the County of Sonoma's code enforcement officials and building permit officials.

In addition, the County of Sonoma is engaged in extortionistic practices by threatening and then imposing, with the cooperation of the Court, clearly excessive fines that go well beyond the allowable amounts under the Eighth Amendment to the United States Constitution's prohibition against excessive fines.

He cites and quotes Code of Civil Procedure ("CCP") sections 916, 917.1, 918, and 128, as well as California Rule of Court ("CRC") 3.515, but does not specifically discuss them or explain how they support his motion.

Plaintiff opposes the motion. It contends that absent a writ from the court of appeal, no stay is proper in this action pursuant to Health & Safety Code section 17980.7(i), and because under CCP section 917.1 Defendant must post an undertaking in order to obtain a stay for enforcement of a judgment for money or costs.

Defendant has filed a reply to the opposition, reasserting his position and reiterating his request to stay enforcement of the judgment.

#### Discussion

CCP section 918 states that the court may stay enforcement of any judgment or order. Subdivision (b) adds that if the enforcement would be stayed on appeal "only by the giving of an

undertaking, a trial court shall not have power, without the consent of the adverse party, to stay the enforcement thereof...for a period which extends for more than 10 days beyond the last date on which a notice of appeal could be filed.” The section applies regardless of whether an appeal will be taken or notice of appeal has been filed.

According to CCP section 917.1, without an undertaking, perfecting an appeal “shall not stay enforcement of the judgment... in the trial court” if the judgment is for, inter alia, money.

Health & Safety Code (“H&S Code”) section 17980.7 governs actions by local agencies to abate nuisances and code violations such as this. Subdivision (i) states, in full,

Notwithstanding Section 917.5 of the Code of Civil Procedure, an appeal of a court order or judgment issued pursuant to this article shall not stay proceedings upon the order or judgment, absent an extraordinary writ being issued by the appropriate appeals court upon a properly filed petition.

Defendant has provided no legal analysis whatsoever. Although he cites to the CCP and CRC provisions noted above, he fails to discuss the language or standards. He merely quotes the language in the provisions and makes his claims regarding corruption and unfair enforcement proceedings. Defendant even quotes the very language on which Plaintiff relies in CCP section 917.1 which states that an undertaking is required for stay of a money judgment but ignores it.

In this instance, there has been no undertaking as required for stay of the money portion of the judgment and no writ directing stay of the enforcement otherwise, pursuant to H&S Code section 17980.7(i). Accordingly, the court has no power to stay enforcement. Even if the court had the power to stay, it would not exercise any discretionary authority to do so because it finds Defendant’s claims regarding corruption or collusion of Plaintiff and this court to be both unfounded, devoid of credibility, and essentially a repeat of the underlying claims in this litigation, which have been resolved in the judgment.

### **Conclusion**

The court DENIES the motion in full. The prevailing party shall prepare and serve a proposed order consistent with this tentative ruling within five days of the date set for argument of this matter. Opposing party shall inform the preparing party of objections as to form, if any, or whether the form of order is approved, within five days of receipt of the proposed order. The preparing party shall submit the proposed order and any objections to the court in accordance with California Rules of Court, Rule 3.1312.