

**TENTATIVE RULINGS  
LAW & MOTION CALENDAR  
Wednesday, April 15, 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. 23CV02197, Philbin v. Saksen**

This matter is on calendar for the demurrer and motion to strike of Defendants Dr. Michael Saksen and VCA Inc. (“Defendants”) regarding the allegations in the First Amended Complaint filed by Plaintiffs Hanna Philbin and Dan Philbin (“Plaintiffs”); and Plaintiffs’ motion to compel the depositions of Dr. Saksen and VCA employees Dr. Rinkhardt and Dr. Forsman.

Mitchell Greenberg, Esq., was appointed as the Discovery/Demurrer Facilitator in this case. He reports that the parties are making significant progress on the pending motions. To give the parties time to resolve the remaining disputes between them, Mr. Greenberg requests this court continue the motions to April 22.

This court thanks Mr. Greenberg, the parties, and their counsel for their effort in resolving their disputes and grants the request for a continuance. **The motion to strike, motion to compel, and demurrer are hereby CONTINUED to April 22, 2026, at 3:00 p.m., in Department 16.**

**2. 25CV02991, Bailey v. St. Joseph Health Northern California, LLC.**

This matter is on calendar for the motions of Plaintiff Kenneth Bailey (“Plaintiff”) to compel Defendant St. Joseph Health Northern California, LLC (“Defendant”) to provide further responses, without objections, to Plaintiff’s Requests for Admissions, Set One; Requests for Production, Set One; and Form Interrogatories, Set One. Plaintiff requests sanctions in the amount of \$5,611.50.

On March 23, 2026, Plaintiff filed a Joint Stipulation and Proposed Order to continue the hearing on these motions as the parties have agreed to mediate this matter. The court commends the parties for their efforts to resolve this matter through mediation. The parties request that the motions be continued to be heard alongside Plaintiff's motion to compel further responses to Plaintiff's Special Interrogatories, Set One, which is currently scheduled to be heard on May 6, 2026.

This court's calendar for May 6 is already overbooked. Plus, Plaintiff's pending motion is actually *three* motions. These motions should have been filed separately and filing fees paid for each. Such omnibus discovery motions hinder the court's ability to allocate sufficient time for review and circumvents the requirement to pay separate filing fees for each motion.

The court acknowledges that trial is set in this matter on August 14, 2026. That date will be vacated to allow Plaintiff's discovery motions to be heard prior to trial.

**Trial currently set for August 14, 2026, is hereby vacated. This motion is CONTINUED to the next available hearing date of August 11, 2026—and is set as three motions. Plaintiff is directed to pay filing fees for the two additional motions set forth in his moving papers as a condition of this court reviewing those additional motions. As no Case Management Conference is currently set in this case, this court hereby sets a Case Management Conference for June 30, 2026, at 3:00 p.m. in Dept. 16.** A case management statement must be filed no later than fifteen (15) calendar days prior to the hearing. Filing of complete dismissal or Judgment two (2) days before hearing will result in matter being dropped from calendar. Tentative Rulings are available two (2) court days prior to the hearing on the Court's website at [www.sonoma.courts.ca.gov](http://www.sonoma.courts.ca.gov).

3. **MCV-251553, Portfolio Recovery Associates, LLC v. Fidalgo**

**APPEARANCES REQUIRED.**

4. **SCV-267244, A.A. Fahden LLC v. Fahden**

This matter is on calendar for the motion of Defendants and Cross-Complainants Lyall Fahden, Karen Fahden, Hans Fahden Vineyards, LLC, and Fahden Farms, GP ("Defendants") for an order pursuant to Civil Code of Procedure sections 598 and 1048 to bifurcate and separately try issues regarding: (1) the parties' respective interests in the subject property; (2) the appropriate method of partition; and (3) the effectuation of the partition.

The parties agree that the Property located at 4855 Petrified Forest Road, Calistoga (the "Property") is held 50/50 by Anthone Fahden, through Plaintiff A.A. Fahden, LLC, and defendant Lyall Fahden ("Lyall") as Tenants in Common. (First Amended Complaint ["FAC"] ¶¶3-5; Cross-Complaint, ¶¶2, 48.) The gist of the parties' disagreement on bifurcation is whether the value of improvements made to the Property changes the ownership interest therein. It is Lyall's position that ownership of the Property must be adjusted by the value of improvements made upon the Property. It is Plaintiff's position that the value of improvements does not change the parties' 50-percent interest in the Property; the improvements only allow for reimbursement to Lyall. Both positions get the same result.

Civil Code of Procedure section 872.010 et seq. governs the partition of real property. CCP section 873.220 provides: "As far as practical, and to the extent it can be done without material injury to the rights of the other parties, the property shall be so divided as to allot to a party any

portion that embraces improvements made by that party or that party's predecessor in interest. In such division and allotment, the value of such improvements shall be excluded.”

Section 873.220 codifies the common law doctrine set forth in *Seale v. Soto* (1868) 35 Cal. 102. (Law Revision Commission Comments to CCP section 873.220.) In the case of sale rather than division of the property, California case law applies a comparable rule. (*Id.*; see, e.g., *Ventra v. Tiscornia* (1913) 23 Cal.App. 598; *Mercola v. Chester* (1950) 97 Cal.App.2d 140.)

In *Wallace v. Daley* (1990) 220 Cal.App.3d 1028, the court ordered the property sold and the proceeds divided among the parties as co-owners. (*Id.*, at p. 1031.) Plaintiff was credited with the increase in the property's value caused by improvements made by plaintiff and her predecessor in interest. Defendants were credited with the value of plaintiff's exclusive use and occupation of the property while she was a co-owner. (*Ibid.*) The parties pursued an appeal arguing the trial court erred in determining the value of the property and plaintiff's entitlement to credits. (*Ibid.*)

The appellate court explained that every partition action includes a final accounting according to the principles of equity for both charges and credits upon each co-tenant's interest. Credits include expenditures in excess of the co-tenant's fractional share for necessary repairs; improvements that enhance the value of the property; taxes; payments of principal and interest on mortgages, and other liens; insurance for the common benefit; and for the protection and preservation of title. (*Id.*, at pp. 1035-1036.) “The court may, in all cases, order allowance, accounting, contribution, or other compensatory adjustment among the parties according to the principles of equity.” (CCP section 872.140.) Essential principles of equity require that a co-tenant be credited with improvements made in good faith regardless of whether the court proceeds by division or sale of the property, provided that it can be done without material injury to the rights of the other parties. (*Wallace, supra*, at p. 1038.)

In this case, division of the Property requires the trier of fact to consider the improvements made and, if partitioned in kind, how to divide the Property to best allot those improvements to the party who made them; or, if partitioned by sale, distribution of the proceeds accordingly considering the value of the improvements. Various credits and adjustments may be made based upon how the Property is determined to be divided. This makes bifurcation of these issues impractical. Both parties agree that the trier of fact should start with a 50/50 percent ownership as tenants in common. Whether one party, for example, may be allotted less land to allow the other party to be allotted improvements requires consideration of the entirety of the issues. Logically, equity requires the trier of fact to first determine who made what improvements and to determine their value prior to determining how the Property should be partitioned and the division or proceeds distributed.

In addition, partition statutes make it clear that a court must first determine the ownership interests in the Property before it determines the matter of the Property's partition and ultimate distribution. (*Summers v. Superior Court* (2018) 24 Cal.App.5th 138, 140; CCP section 872.720.) “First, an interlocutory judgment in a partition action is to include two elements: a determination of the parties' interests in the property and an order granting the partition. (§ 872.720, subd. (a).) Second, the manner of partition—i.e., a physical division or sale of the property—is to be decided when or after the parties' ownership interests are determined, but not before. (*Ibid.*)” (*Summers, supra*, at p. 143.)

The parties agree that a bench trial is appropriate in this case. This further supports finding that the procedural step of bifurcating trial is unnecessary. Regardless, this court must consider the parties' ultimate interests in the Property prior to its partition and distribution.

**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. SCV-267521, The Design Build Company, LLC v. De Arkos**

This matter is on calendar for the motion of Defendant Eduardo De Arkos (“Defendant”) for a renewed order awarding his attorney fees in the amount of \$394,153 incurred in defending against the breach of contract claim brought by Plaintiff The Design Build Company, LLC (“DBC”)

**1. Bankruptcy Court Orders**

It appears this motion is based upon clarification from the bankruptcy court regarding its initial order lifting the stay of this action but disallowing motions for attorney fees. The bankruptcy court ordered: “The moving party shall have relief from stay to pursue through judgment the pending state-court litigation identified in the motion. The moving party may also file post-judgment motions, and appeals. But no bill of costs may be filed without leave of this court, no attorney's fees shall be sought or awarded, and no action shall be taken to collect or enforce any judgment, except: (1) from applicable insurance proceeds; or (2) by filing a proof of claim in this court. [ ¶ ] The motion will be granted to the extent specified herein, and the stay of the order provided by Federal Rule of Bankruptcy Procedure 4001 (a) (3) will be waived. No other relief will be awarded.” (October 18, 2021, Order, In Re: The Design Build Company, LLC, p. 16.)

Defendant’s memorandum states that on December 15, 2025, the Honorable Fredrick E. Clement issued an order clarifying the above referenced order (“December Order”). Defendant lays out part of the text of the December Order and indicates that it is attached as Exhibit A to his declaration. However, the December Order has not been provided as an exhibit. Accordingly, this court cannot make any determination on an order it does not have.

**2. Timeliness of Motion**

In opposition, DBC argues Defendant’s motion is untimely. Cal. Rules of Court, Rule 3.1702(b)(1) provides: “A notice of motion to claim attorney's fees for services up to and including the rendition of judgment in the trial court--including attorney's fees on an appeal before the rendition of judgment in the trial court--must be served and filed within the time for filing a notice of appeal under rules 8.104 and 8.108 in an unlimited civil case or under rules 8.822 and 8.823 in a limited civil case.”

Judgment in this case was entered on March 18, 2025. This motion was filed on December 22, 2025, beyond the time allowed for the motion. However, subsection (d) of rule 3.1702 provides: “For good cause, the trial judge may extend the time for filing a motion for attorney's fees in the absence of a stipulation or for a longer period than allowed by stipulation.” The circumstances of this case require allowing Defendant more time due to confusion created by the bankruptcy court’s order which appeared to this court to disallow an award of attorney fees.

**3. Evidentiary Support**

Defendant’s motion also does not provide evidentiary support that the fees requested against DBC are reasonable.

**4. Continuance**

**The motion is CONTINUED to August 11, 2026, at 3:00 p.m., in Department 16, to allow Defendant to file the December Order and evidentiary support.**

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

Plaintiff and Cross-defendants Black Oak Canyon, Inc. (“BOCI”) and Dennis K. Reynolds move pursuant to CCP section 473(d) for an order correcting the judgment entered on October 13, 2025. The motion is made on the grounds that the judgment as entered failed to include a provision

for foreclosure of Plaintiff Black Oak Canyon, Inc.'s mechanic's lien against Defendant Gordacan, despite the Court's Statement of Decision expressly ordering that "judgment be entered... [i]n favor of plaintiff BOCI and against defendant Gordacan for foreclosure of its mechanic's lien."

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."

On December 23, 2025, this court entered its Final Statement of Decision. The decision ordered judgment be entered as follows: "1. In favor of plaintiff BOCI and against defendant Gordacan for foreclosure of its mechanic's lien. [¶] 2. In favor of plaintiff BOCI and against defendant Gordacan for damages in the amount of \$278,053.89 and, to the extent permitted by law, attorney's fees and costs which shall be determined by the Court in separate post-trial proceedings."

BOCI argues that the judgment entered on October 13, 2025, failed to include a provision for foreclosure of plaintiff BOCI's mechanic's lien against defendant Gordacan as ordered in the Statement of Decision.

The October 13, 2025, Judgment ("Judgment") does not contain a statement supporting foreclosure on BOCI's mechanic's lien. (Valinoti decl., Exhibit B.) The portion of the proposed Judgment addressing a foreclosure was crossed out by this court because it pertained to foreclosure procedures which went beyond the scope of this court's ruling. Because those sections were crossed out, the Judgment fails to state BOCI may foreclose on its mechanic's lien.

This court determined in its Final Statement of Decision that BOCI had a right to foreclose in its mechanic's lien. As the Judgment fails to contain such a provision, **the motion is GRANTED** to allow this court to fix the clerical mistake. This court will sign the proposed order.