

TENTATIVE RULINGS: CIVIL LAW & MOTION

**Wednesday, April 1, 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) 521-6724**, 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=aW1JTWIL3NBeE9LVHU2NVVpQIVRUT09>

TO JOIN ZOOM BY PHONE:

By Phone (same meeting ID and password as listed for each calendar):

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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. 24CV01985 Looney vs. Azarpour

Defendant’s motion to set aside judgment is **DENIED** for failure to serve the motion on Plaintiff. On 3 separate occasions, January 15, 2026, January 29, 2026, and February 24, 2026, the Clerk of Court sent a letter to Defendant informing Defendant that the proofs of service filed by Defendant were not accepted because they did not furnish all the required information necessary for processing, such as the party served, the documents served, or the address where service was made. Defendant has still not filed a compliant proof of service. Accordingly, it is not apparent that Plaintiff has been given notice of this motion. It is therefore denied.

The Court’s minute order shall be the order of the Court.

2., 3. SCV-271379 T. vs. County of Sonoma

This is a joint ruling on Defendant County of Sonoma's demurrer to the Third Amended Complaint ("TAC") and motion to strike portions of the TAC.

The County's demurrer to the single Negligence cause of action alleged against it is **SUSTAINED**.

The County's motion to strike is **GRANTED** in part and **MOOT** in part. It is **GRANTED** as to the allegations in support of Plaintiff's vicarious liability theory supporting the negligence cause of action (the County's requests numbers 7-9). It is **MOOT** as to all remaining requests because the Court concurrently sustains the demurrer to the sole cause of action alleged against the County.

Furthermore, the Court within its discretion, as explained below, orders stricken the portions of Plaintiff's TAC that allege new causes of action against new defendants for which Plaintiff has failed to obtain leave of court to assert. This includes all references to Defendants AFS, Inc. and YFC, Inc. as well as the Second and Third causes of action in their entirety.

Leave to amend is **GRANTED** in part and **DENIED** in part. It is **GRANTED** only as to Plaintiff's negligence cause of action in so far as it is premised on a mandatory duty theory. It is **DENIED** as to Plaintiff's vicarious liability allegations.

All requests for judicial notice are **GRANTED**.

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

Background and Allegations:

In Plaintiff's Second Amended Complaint, Plaintiff alleged one cause of action for negligence against Defendant, County of Sonoma, under a theory of vicarious liability. Plaintiff alleged that in 1997, the County placed Plaintiff in a foster home. During approximately 1997-1998, while Plaintiff was approximately 5 to 6 years old, Plaintiff alleged that Plaintiff was sexually abused by the foster parent's biological son on multiple occasions. As alleged, Plaintiff told a social worker about the sexual abuse, then saw the social worker talking to her foster parent after the report. However, Plaintiff alleged that no further action was taken by the County, no investigation was conducted, and Plaintiff remained in the foster home after disclosure, where she was continuously abused.

Plaintiff alleged that approximately two weeks after that, Plaintiff ran away from the foster home. After being brought back by police, Plaintiff told the social worker that Plaintiff did not want to go back to the foster home because the perpetrator was touching Plaintiff. Plaintiff alleged that, again, no action was taken by the social worker.

As alleged, Plaintiff made a similar disclosure again after another two weeks. Plaintiff alleged that the social worker talked with the foster parent, but nothing further was done. Plaintiff remained in the same foster home for one more month before ultimately being removed. Plaintiff alleged that the County is vicariously liable for the actions/inactions of its social worker.

The County sought judgment on the pleadings of Plaintiff's Second Amended Complaint arguing that it is immune from liability based upon the discretionary immunity provided by Government Code § 820.2. The County's argument primarily relied upon the case of *K.C. v. County of Merced* (2025) 109 Cal.App.5th 606. After reviewing all the papers and hearing oral argument from both parties, the Court issued a written order after hearing granting the County's motion with leave to amend.

This Court explained that it agreed with the County that the *K.C.* case was highly persuasive as it involved substantially similar facts to the present case and an almost identical complaint to the one in this case. In the interest of brevity, the Court will not now reiterate the Court's reasoning, but will incorporate its September 24, 2025 Ruling Issued on Submitted Matter Re: Defendants Motion For Judgment on The Pleadings into this ruling.

As the *K.C.* Court found discretionary immunity applied to the facts of that case, so too did the Court in this case. However, the Court granted Plaintiff leave to amend its negligence cause of action against the County.

Plaintiff subsequently filed a Third Amended Complaint ("TAC"). The TAC amends the negligence cause of action against the County to re-assert the vicarious liability theory, as well as to add a new theory of liability based on the County's alleged mandatory duty. Plaintiff also asserted additional facts in the TAC that describe additional assaults suffered by Plaintiff at a second foster home. Furthermore, Plaintiff added three new causes of action against two new defendants.

The County now demurs to the negligence cause of action against it claiming that it is uncertain, that Plaintiff has failed to state facts sufficient to assert either theory of liability (vicarious liability or mandatory duty), and that Plaintiff's allegations exceed the scope of the leave granted by the Court. The County also moves to strike portions of the TAC based on the same arguments.

Demurrer:

I. Plaintiff's Negligence Cause of Action is Not Uncertain

A demurrer for uncertainty pursuant to CCP § 430.10(f) will be sustained only where a defendant cannot reasonably respond, i.e. cannot reasonably determine what issues must be admitted or denied, or what counts or claims are directed against him or her. (*Khoury v. Maly's of Calif., Inc.* (1993) 14 Cal.App.4th 612, 616; see also *A.J. Fistes Corp. v. GDL Best Contractors, Inc.* (2019) 38 Cal.App.5th 677, 695 ("A demurrer for uncertainty is strictly construed, even where a complaint is in some respects uncertain, because ambiguities can be clarified under modern discovery procedures."))

The County argues that its demurrer for uncertainty pursuant to subsection (f) of CCP section 430.10 should be sustained because a plaintiff should set forth separate theories into separate counts to facilitate their adjudication. The County cites *Zumbrun v. University of Southern California* (1972) 25 Cal.App.3d 1 and *Craig v. City of Los Angeles* (1941) 44 Cal.App.2d 71.

In *Zumbrun*, the defendant demurred on several grounds including that several causes of action had not been separately stated. (*Zumbrun v. University of Southern California, supra*, Cal.App.3d at 8.) The appellate court determined that the special demurrer was properly sustained because the allegations contained a cause of action for breach of contract which also contained allegations that

plaintiff was a third-party beneficiary, and that those two causes of action involved “acts separate and distinct.” (*Ibid.*) In *Craig v. City of Los Angeles*, *supra*, at 73, the court stated that the complaint was “most unusual in form” and was also subject to demurrer on the grounds of “uncertainty and unintelligibility, as it attempts to state numerous causes of action in a very loose and rambling manner without any attempt at separately stating them.” Both cases were based upon CCP section 430, which has since been repealed and replaced by CCP section 430.10. Section 430.10 does not specifically enumerate misjoinder of causes of action as a basis for a demurrer. Thus, the Court finds misjoinder of causes of action is not an appropriate ground for demurrer in this case.

The County argues that the complaint is uncertain because Plaintiff included citations to Health and Safety Code § 1522, et seq. The Court does not agree that this causes the TAC to be uncertain.

II. Plaintiff Has Failed to State Facts Sufficient to Support the Negligence Cause of Action

In the Court’s concurrent ruling on Defendants’ motion to strike, the Court has ordered stricken the allegations supporting Plaintiff’s vicarious liability theory. See below. There remains Plaintiff’s mandatory duty theory.

Plaintiff asserts that the County failed to discharge duties set forth in, “inter alia, Welfare and Institutions Code sections 328, 16501(f), and 16504; Health and Safety Code sections 1522-1522.7, Penal Code sections 11165.7, 11165.9 and 11166; Department of Social Services Child Welfare Services Manual sections 31-320, 31-401, et seq., and 31-501.” (TAC, ¶ 78, 90.)

To state a cause of action against a public entity, “every fact material to the existence of its statutory liability must be pleaded with particularity.” (*Lopez v. Southern California Rapid Transit Dist.* (1985) 40 Cal.3d 780, 795.) Where a statutory violation is alleged, the complaint must specify which section of a statutory scheme was violated and the facts supporting the violation. (*Khoury v. Maly’s of California, Inc.* (1993) 14 Cal.App.4th 612, 619.)

In California, governmental tort liability must be based on statute. (Gov. Code, § 815; *Fox v. County of Fresno* (1985) 170 Cal.App.3d 1238, 1241.) “The gateway to recovery is Government Code section 815.6, which provides: ‘Where a public entity is under a mandatory duty imposed by an enactment that is designed to protect against the risk of a particular kind of injury, the public entity is liable for an injury of that kind proximately caused by its failure to discharge that duty’ Before the state will be required to confront a rebuttable presumption of negligence [citations], plaintiff must demonstrate that: (1) the statute which was violated imposes a mandatory duty, (2) the statute was intended to protect against the type of harm suffered, and (3) breach of the statute’s mandatory duty was a proximate cause of the injury suffered. [Citations.]” (*Washington v. County of Contra Costa* (1995) 38 Cal.App.4th 890, 896.) A plaintiff asserting liability under Government Code section 815.6 must specifically allege the applicable statute or regulation. (*Ibid.*)

Here, Plaintiff’s TAC cites to numerous statutes but does not specify which sections of each statute impose a mandatory duty. Because liability must be based upon a statute, any cause of action against the County must specify which section of each statute was violated. The TAC’s general cause of action for negligence does not meet the pleading standard for a statutory cause of action because it does not lay out the factual basis for each specific statutory violation purporting to support liability against the County. The complaint does not cite the portion of each statute that imposes a mandatory duty. Nor does it indicate that the code section was intended to protect against the type of harm suffered.

While the County also argues that none of the cited statutes allege a mandatory duty, the Court finds those arguments are premature as it is not clear which section of the statutes Plaintiff intends to allege the County violated.

The Court notes that the County argues that this Court previously sustained its demurrer and granted its motion to strike as to Plaintiff's original complaint based on the same bases as above. While the Court issued a tentative ruling that sustained the demurrer and granted the motion to strike, the tentative ruling was not ultimately adopted. The Court dropped the motions as moot when it became apparent that Plaintiff filed a First Amended Complaint. (See January 11, 2023 Minute Order.) Therefore, this Court has not previously ruled upon the sufficiency of Plaintiff's mandatory duty allegations.

III. Plaintiff's Mandatory Duty Allegations Do Not Exceed the Scope of the Court's Leave

The County finally argues that Plaintiff's mandatory duty allegations are barred because they were not previously alleged in the Second Amended Complaint on which the Court granted judgment on the pleadings with leave to amend. The County argues that by asserting the mandatory duty allegations, Plaintiff has exceeded the scope of the Court's leave to amend.

The Court does not agree with Defendant. The Court explained that Plaintiff did not have a viable vicarious liability claim against Plaintiff. However, the Court gave leave for Plaintiff to attempt to plead a viable negligence claim against the County. The Court did not restrict Plaintiff from asserting a different theory of negligence liability. Plaintiff has not raised any new causes of action against the County. Accordingly, Plaintiff's amended allegations against the County do not exceed the scope of the Court's leave to amend.

Motion to Strike:

CCP § 436 provides, "The court may, upon a motion made pursuant to Section 435, or at any time in its discretion, and upon terms it deems proper:

- (a) Strike out any irrelevant, false, or improper matter inserted in any pleading.
- (b) Strike out all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court.

As explained above, this Court granted the County's motion for judgment on the pleadings as to Plaintiff's vicarious liability allegations because the Court found that the discretionary immunity applied. (See September 24, 2025 Ruling Issued on Submitted Matter Re: Defendants Motion For Judgment on The Pleadings.)

Plaintiff has not materially changed the allegations supporting the vicarious liability theory of recovery in the TAC. The Court still finds that the discretionary immunity applies, just as in *K.C. v. County of Merced* (2025) 109 Cal.App.5th 606. Accordingly, Plaintiff's vicarious liability allegations do not conform with the laws of this state. The portions of the complaint outlined in requests numbers 7-9 of the County's motion to strike (as listed on the notice of motion) are stricken and leave to amend is denied.

The County's remaining requests are moot since the Court has sustained the demurrer as to the only cause of action alleged against the County.

However, the TAC asserts several new causes of action that have not previously been raised against new defendants who have not previously been named in this action. These new causes of action and the addition of these new defendants exceeded the scope of the Court’s leave to amend granted on September 24, 2025. Plaintiff has not moved for leave to amend the complaint in such a manner.

“[G]ranteeing of leave to amend must be construed as permission to the pleader to amend the cause of action which he pleaded in the pleading to which the demurrer has been sustained.” (*People By & Through Dep’t of Pub. Works v. Clausen* (1967) 248 Cal.App.2d 770, 785.)

Following an order sustaining a demurrer or a motion for judgment on the pleadings with leave to amend, the plaintiff may amend his or her complaint only as authorized by the court's order. (*People ex rel. Dept. Pub. Wks. v. Clausen* (1967) 248 Cal.App.2d 770, 785, 57 Cal.Rptr. 227 [leave to amend complaint does not constitute leave to amend to add new defendant].) The plaintiff may not amend the complaint to add a new cause of action without having obtained permission to do so, unless the new cause of action is within the scope of the order granting leave to amend.

(*Harris v. Wachovia Mortg., FSB* (2010) 185 Cal.App.4th 1018, 1023.)

As stated above, CCP § 436 grants the Court discretion to strike portions of a complaint at any time that are not in conformity with the laws of this state, a court rule, or an order of the court. Plaintiff’s new causes of action against new defendants are not in conformity with an order of this Court. Accordingly, the Court, in its discretion, strikes from the TAC all references to Defendants AFS, Inc. and YFC, Inc. as well as the Second and Third causes of action in their entirety.

4. **24CV06110 Clifton Jr. vs. FCS US LLC, a Delaware Limited Liability Company**

Plaintiff’s unopposed motion to compel the deposition of Defendant’s Person Most Qualified is **GRANTED**. Plaintiff’s request for sanctions is **GRANTED** in the amount of \$5,260.00. The deposition of Defendant’s PMQ 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. Due to the lack of opposition, compliance with Rule 3.1312 is excused.

Analysis:

On October 24, 2025, Plaintiff noticed the deposition of the Person Most Knowledgeable (“PMQ”) for Defendant FCA US, LLC. The Deposition Notice called for FCA’s PMQ to appear and testify at deposition at 10:00 a.m. on November 21, 2025 at Hendrickson Law Group, PC. It was timely noticed and described with reasonable particularity the matters on which examination was requested and the materials and documents required to be produced at deposition.

Defendant objected to the notice and stated they would work with Plaintiff to find a mutually agreeable date. A date was agreed upon, December 29, 2025, but FCA unilaterally cancelled it and failed to appear. Since then, Plaintiff’s counsel continued to try to find an agreeable date, but none were agreed upon. As a result, Plaintiff took the deponent’s non-appearance on December 29, 2025. CCP § 2025.450(a) provides,

If, after service of a deposition notice, a party to the action or an officer, director, managing agent, or employee of a party, or a person designated by an organization that is a party under Section 2025.230, without having served a valid objection under Section 2025.410, fails to appear for examination, or to proceed with it, or to produce for inspection any document, electronically stored information, or tangible thing described in the deposition notice, the party giving the notice may move for an order compelling the deponent's attendance and testimony, and the production for inspection of any document, electronically stored information, or tangible thing described in the deposition notice.

Defendant failed to justify its objection to the deposition notice and has failed to produce the witness and/or the documents required. Accordingly, the motion is granted.

Plaintiff also requests that sanctions be imposed against Defendant in the amount of \$5,260.00. CCP § 2025.450(g)(1) requires the Court to issue sanctions against the opposing party when a motion to compel is granted. The Court finds the requested sanctions to be reasonable. Therefore, they are granted.

5. SCV-270527 Jane Doe #1 vs. Foppoli

Defendant Santa Rosa Active 20-30 #50 Foundation (“SRA”) moves for summary judgment, or in the alternative summary adjudication, to the six of twelve Causes of Action asserted against it in Plaintiffs Jane Does #1–#7’s (together as “Plaintiffs”) Second Amended Complaint (“SAC”) (sexual assault and battery, violation of the Bane Civil Rights Act, Violation of the Ralph Act, unfair competition, negligence, and intentional infliction of emotional distress). Pursuant to C.C.P. section 437c(f), summary adjudication is **GRANTED in part** and **DENIED in part**.

The Court **GRANTS** summary adjudication as to all causes of action asserted by Jane Does #1–3 and #5–7 against Defendant SRA. Summary adjudication is **DENIED** to all causes of action asserted by Jane Doe #4 against SRA.

Plaintiffs Objections Nos. 3–6, 10, and 12 are **SUSTAINED** and Objections Nos. 1, 2, 7–9, 11, and 13–15 are **OVERRULED**. SRA’s request for judicial notice is **GRANTED**.

I. Material Facts

This action arises from Defendant Dominic Foppoli’s (“Defendant Foppoli”) alleged sexual assault of Jane Does #1–#7. (Undisputed Material Fact [“UMF”], No. 1.) In May 2007, Defendant Foppoli became a member of SRA, a non-profit corporation and social organization. (UMF, Nos. 2, 4.) During his membership at SRA from May 2007 to April 2021, Defendant Foppoli served on the Board of Directors as a General Member (Fall 2008, Spring 2011, and Spring 2016), Second Vice-President (Fall 2009), and First Vice-President (2017). Jane Doe #4 met Defendant Foppoli through SRA and they both attended the Active 20-30 US & Canada’s national convention in Reno, Nevada in June 2012. (UMF, Nos. 9–10.) Jane Doe #4 alleges that Defendant Foppoli sexually assaulted her at this convention. (UMF, No. 10.) In or around the summer of 2016, Defendant Foppoli invited Jane Doe #5 and her friend to a party at Defendant Two Kings Winery (dba Christopher Creek Winery) where SRA members were present. (UMF, No. 24.) Jane Doe #5 alleges that Defendant

Foppoli assaulted her at the winery. (UMF, No. 25) The parties dispute SRA’s liability surrounding the sexual assaults. SRA claims that it cannot be liable for Defendant Foppoli’s actions because he was not an agent or employee of SRA, SRA did not ratify his conduct, and SRA had no special relationship with Plaintiffs. (UMF, Nos. 6–8, 11–12, 15–18, 22–23, 26, 31–32, 35.) Plaintiffs argue that SRA is liable for Defendant Foppoli’s actions because Board Members knew that Defendant Foppoli had previously sexually assaulted an SRA member’s sister (reported in 2010), that Jane Doe #4 reported her assault to a National Director and President at the time in 2013, that SRA expelled another member for sexual assault during this time period, and that SRA did not launch an investigation of Defendant Foppoli’s actions until 2021 after the San Francisco Chronicle published an article detailing the sexual assaults implicating SRA’s involvement. (Plaintiffs’ Additional Material Facts, Nos. 2, 4, 6–12.)

II. Standard at Summary Judgment/Adjudication

A party moving for summary judgment must show that there is no triable issue as to any material fact and the moving party is entitled to a judgment as a matter of law. (CCP § 437c(c).) A party moving for summary adjudication of a cause of action must prove that the cause of action has no merit and summary adjudication may only be granted if it completely disposes of the cause of action. (C.C.P. § 437c(f)(1).) “A defendant or cross-defendant has met his or her burden of showing that a cause of action has no merit if the party has shown that one or more elements of the cause of action, even if not separately pleaded, cannot be established, or that there is a complete defense to the cause of action.” (C.C.P. § 437c(p)(2).) “Once the defendant or cross-defendant has met that burden, the burden shifts to the plaintiff or cross-complainant to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto.” (*Ibid.*) “From commencement to conclusion,” the moving party bears the burden of persuasion and production to make a prima facie showing that there are no triable issues of material fact. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.) “There is no obligation on the opposing party...to establish anything by affidavit unless and until the moving party has by affidavit stated facts establishing every element...necessary to sustain a judgment in his favor.” (*Consumer Cause, Inc. v. SmileCare* (2001) 91 Cal.App.4th 454, 468.) Defendants can meet their burden by showing a cause of action has no merit by showing that one or more elements of the cause of action “cannot be established.” (See C.C.P. § 437c(p)(2).) Once the defendant has met that burden, the burden shifts to the plaintiff to show that a triable issue of one or more material facts exists as to that cause of action or defense. (*Aguilar, supra*, 25 Cal.4th at p. 849.)

III. Discussion

A. Plaintiffs’ Objections to Farris Declaration

Plaintiffs asserts 12 objections to the Farris Declaration for lacking foundation, hearsay, or improper opinion. Objections Nos. 3, 4, 5, 6, 10, and 12 are **SUSTAINED**. Objections Nos. 1, 2, 7, 8, 9, and 11 are **OVERRULED**.

Plaintiffs’ objections to SRA’s Request for Judicial Notice are discussed below.

B. SRA’s Request for Judicial Notice

The court may take judicial notice of facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy. (Evid. Code § 452(h).) The court must take judicial notice of any matter requested by a party, so long as it complies with the requirements under Evidence Code section 452. (Evid. Code § 453.) Courts may “take judicial notice of the *existence* of judicial opinions and court documents, along with the truth of the results reached—in the documents such as orders, statements of decision, and judgments—but cannot take judicial notice of the truth of hearsay statements in decisions or court files, including pleadings, affidavits, testimony, or statements of fact.” (*People v. Harbolt* (1997) 61 Cal.App.4th 123, 126–127 [citations omitted]; Evid. Code §§ 452, 453.)

In support of its motion for summary judgment, SRA requests judicial notice of three documents from this matter: the Complaint in this Action, Notice of Entry of Order on Defendant Active 20-30 Us & Canada’s Demurrer to the Complaint, and the Second Amended Complaint.

Plaintiffs object to this request arguing that the Court may only take notice of the existence of the pleadings and SRA may not offer the allegations contained in the pleading as undisputed facts to support summary judgment. SRA’s request for judicial notice is **GRANTED** to all documents and Plaintiffs’ objections to these requests (Objections Nos. 13–15) are **OVERRULED**. As stated above, the Court takes notice of the *existence* of these court documents and notice of the truth of results reached but does not take notice of hearsay statements in the pleadings, affidavits, testimony, or statements of fact.

C. Jane Does #1–3 and #5–7 Fail to State Causes of Action and Fail to Present Triable Issues of Fact Against SRA

In the SAC, Jane Does #1–7 assert various causes of actions against SRA:

- Jane Does #1, #2, and #3: sexual assault and battery (First Cause of Action), violation of Bane Act (Second Cause of Action), violation of Ralph Act (Third Cause of Action), and intentional infliction of emotional distress (“IIED”) (Eighth Cause of Action);
- Jane Doe #4: sexual assault and battery (First Cause of Action), violation of Bane Act (Second Cause of Action), violation of Ralph Act (Third Cause of Action), negligence (Fifth Cause of Action), and IIED (Eighth Cause of Action); and
- Jane Does #5–7: sexual assault and battery (First Cause of Action), violation of Bane Act (Second Cause of Action), violation of Ralph Act (Third Cause of Action), unfair competition (Fourth Cause of Action) negligence (Fifth Cause of Action), and IIED (Eighth Cause of Action).

SRA argues that the claims of Jane Does #1–3 and #5–7 are barred as a matter of law because they make no allegations in the SAC regarding any connection to SRA. Plaintiffs do not address these individual arguments but instead assert generally that SRA is liable because Defendant Foppoli was a Director of SRA and SRA ratified Defendant Foppoli’s conduct.

Jane Doe #1 alleges repeated sexual assaults starting in 2001 when she was in a relationship with Defendant Foppoli. (SAC, ¶¶ 13–20.) Jane Doe #2 alleges several instances sexual assault occurring in 2003 when she was an assistant on Defendant Foppoli’s campaign. (SAC, ¶¶ 21–35.) Jane Doe #3 alleges a singular instance of sexual abuse occurring in or around 2006 when she met Defendant Foppoli at a dance class. (SAC, ¶¶ 36–45.) Jane Does #1–3 do not allege any facts or produce any evidence to support any liability implicating SRA. In fact, Defendant Foppoli was not a member of

SRA until May 2007 and did not first serve on SRA’s Board of Directors until Fall 2008. (UMF, No. 4; Plaintiffs’ Additional Material Facts, No. 1.) Therefore, Jane Does #1–3 fail to state a cause of action against SRA and fail to present triable issues of material fact related to SRA’s liability. (See *Wilson v. Houston Funeral Home* (1996) 42 Cal.App.4th 1124, 1132 [reasoning that “a contention the complaint fails to state a cause of action is never waived and could have been raised at a later stage in the proceedings such as by a motion for judgment on the pleadings or for summary judgment”].) Thus, summary adjudication is **GRANTED** as to all causes of action asserted by Jane Does #1–3 against SRA.

Jane Doe #6 alleges a singular incident of sexual assault in or around 2019 when Defendant Foppoli took her from Christopher Creek Winery to an unknown home, assaulted her, and brought her back to the winery. (SAC, ¶¶ 60–70.) Jane Doe #7 alleges that after a community event in February 2020, Defendant Foppoli assaulted her in her home and in or around August 2020, Defendant Foppoli drugged her drink at a Christopher Creek Winery event that led Jane Doe #7 to perform sexual acts upon Defendant Foppoli’s associate without her consent. (SAC, ¶¶ 71–82.) Jane Does #6–7 do not allege any facts or produce any evidence to support any liability implicating SRA. Other than the fact that Defendant Foppoli was a member of SRA during these times (a general member, not a Board Member), there are no other facts or evidence presented implicating any liability to SRA for Defendant Foppoli’s actions as the events were not sponsored or held by SRA or connected to Defendant’s Foppoli’s membership of SRA. Therefore, Jane Does #6–7 fail to state a cause of action against SRA and fail to present triable issues of material fact related to SRA’s liability. Summary adjudication is **GRANTED** as to all causes of action asserted by Jane Does #6–7 against SRA.

Regarding Jane Doe #5, she alleges a singular incident of sexual assault in or around the summer of 2016 where Defendant Foppoli made unwanted advances in a hot tub at a party at Christopher Creek Winery where SRA members were present. (SAC, ¶¶ 57–59.) As discussed above, Jane Doe #5 does not present any other facts or evidence implicating any liability to SRA for Defendant Foppoli’s actions. There is no evidence that the party was sponsored or held by SRA, that Defendant Foppoli used his position as a Board Member at the time to facilitate the assault, that SRA had knowledge of the assault or that the assault was reported to SRA or its Board at any time. The only connection to SRA is the fact that SRA members were in attendance, Defendant Foppoli served as a Board Member in Spring 2016, and Jane Doe #5 and her friend were in the hot tub with Defendant Foppoli and another SRA member when Defendant Foppoli assaulted Jane Doe #5. Jane Doe #5 fails to state a cause of action against SRA and present a triable issue of fact as to SRA’s liability. Summary adjudication is **GRANTED** as to all causes of action asserted by Jane Doe #5 against SRA.

D. There are Triable Issues of Fact of SRA’s Ratification of Defendant Foppoli’s Actions related to Jane Doe #4

“Ratification is the voluntary election by a person to adopt in some manner as his own an act which was purportedly done on his behalf by another person, the effect of which, as to some or all persons, is to treat the act as if originally authorized by him. [Citations.] A purported agent’s act may be adopted expressly or it may be adopted by implication based on conduct of the purported principal from which an intention to consent to or adopt the act may be fairly inferred, including conduct which is ‘inconsistent with any reasonable intention on his part, other than that he intended approving and adopting it.’ ” (*Rakestraw v. Rodrigues* (1972) 8 Cal.3d 67, 73.) A principal’s failure

to discharge an agent after learning of his wrongful acts may be evidence of ratification. (*Dickinson v. Cosby* (2019) 37 Cal.App.5th 1138, 1158, citing *Delfino v. Agilent Technologies, Inc.* (2006) 145 Cal.App.4th 790, 810.) A principal may ratify an agent’s act through either “ ‘confirmatory conduct’ ” or “ ‘conduct inconsistent with disapproval.’ ” (*Dickinson*, 37 Cal.App.5th at 1159, citing *Gates v. Bank of America* (1953) 120 Cal.App.2d 571, 576.)

Here, there are triable issues of fact regarding an agency relationship between SRA and Defendant Foppoli and SRA’s ratification of Defendant Foppoli’s conduct. SRA claims that Defendant Foppoli was not agent of SRA when he sexually assaulted Plaintiffs because he did not have authority to act on SRA’s behalf. However, in 2010, an SRA member’s sister reported to Evan Hershey, an SRA Board Member, that Defendant Foppoli assaulted her during an SRA weekend meeting. (Hershey Deposition, 70:14–23, 71:16–73:21, 74:14–75:6.) In 2013, Jane Doe #4 told Dana Von Sternberg (then serving as National Director for Region 6 on Active 20-30 US’s Board of Directors) and Andrew Bain (then serving as SRA’s President) about Defendant Foppoli’s abuse, but SRA did not take any action on such claims and allowed Defendant Foppoli to continue to serve in various positions on its Board of Directors until it expelled Defendant Foppoli in 2021 and initiated an investigation into Jane Doe #4’s claims in 2021. (Hershey Deposition, 65:23–70:11; Jane Doe #4 Deposition, 44:20–48:16, 53:2–25; Von Sternberg Deposition, 32:13–38:1, 44:10–48:24, 55:15–25, 103:15–104:20; 121:24–122:11; and Exhibit 11 to Plaintiffs’ Evidence in Opposition.) Based on the evidence presented, a reasonable trier of fact could find that Defendant Foppoli was an agent of SRA as a Board Member and SRA ratified his conduct by knowing that he was accused of sexual abuse and not initiating an investigation until 2021 after facing public scrutiny, which precludes summary adjudication. Therefore, summary adjudication is **DENIED** as to all causes of action asserted by Jane Doe #4.

IV. Conclusion

Summary adjudication is **GRANTED** as to all causes of action asserted by Jane Does #1–3 and #5–7 against Defendant SRA. Summary adjudication is **DENIED** to all causes of action asserted by Jane Doe #4 against SRA.

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

6. 24CV06847 Hall vs. Sterner

Plaintiff’s motion to file a First Amended Complaint is **GRANTED**. Plaintiff shall file the proposed First Amended Complaint that is attached as Exhibit B to the Declaration of Marshall E. Bluestone within 10 court days of this hearing.

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

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...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.” (*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.)

Plaintiff seeks leave to amend the complaint to allege different theories of liability. Plaintiff’s original complaint alleged claims for breach of contract, implied-in-fact contract, quantum meruit, and common counts based upon alleged verbal statements of Defendant Garfield Sterner relating to work done on Defendants’ property by Plaintiff. Plaintiff now seeks to amend the complaint to remove the previously alleged causes of action and to instead allege negligent misrepresentation and promissory estoppel. The same facts are alleged.

Defendants raise several points in opposition. They argue that the motion is procedurally defective because neither the notice of motion, nor the motion itself, is signed by Plaintiff’s counsel, as required by Code of Civil Procedure section 128.7. They argue that the motion is defective because the notice does not include the time, date, or location of the hearing, as required by Rule of Court 3.1110(b)(1). Defendants argue that the motion is defective because it does not comply with Rule of Court 3.1324(a)(2)(3). They also argue that Defendants will be substantially prejudiced with the motion is granted because Plaintiff has delayed in seeking the amendment with no substantial justification. Finally, Defendants argue that the motion should be denied because the new causes of action fail to state valid claims as a matter of law.

Procedural Deficiencies

Regarding Defendants’ first argument, that the motion is not properly signed, Plaintiff has now remedied the defect by supplying a signed copy in a supplemental declaration in support of Plaintiff’s reply. Plaintiff represented that the mistake was inadvertent. CCP § 128.7(a) provides, “An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.” Since it has now been remedied, the Court does not find this to be reason to deny the motion or to strike the papers.

Defendants argue that the motion should be denied because it does not comply with Rule of Court 3.1110(b)(1) by failing to state the time, date or location of the hearing. Defendant filed a timely opposition to the motion that listed the correct time, date, and location of the hearing. Accordingly, Defendant was not prejudiced by this defect.

Finally, they argue that the motion does not fully comply with the Rule of Court 3.1324. Plaintiff clearly explained in the memorandum supporting the motion what causes of action would be removed, what new causes of action would be alleged, and that there were no changes to the factual allegations. Considering Defendants were able to file a substantive response in which they demonstrated an understanding of what changes were proposed to be made, and considering that Plaintiff attached a proposed amended complaint to the declaration in support of the motion, the Court does not find these technical deficiencies to be reason to deny the motion.

Prejudice to Defendants

Defendants argue that Plaintiff has unreasonably delayed in seeking leave to amend without any explanation. The original complaint was filed in November of 2024 and the proposed amendment is not based on any new or different facts. Plaintiff represents in reply that the proposed amended complaint was emailed to Defendants' counsel in November of 2025. The Court does not find that one year past the filing of the original complaint constitutes an unreasonable delay. Furthermore, the trial in this matter is set in July of 2026. Accordingly, at the time this motion was filed (December 2025), there was still over seven months until trial. There is also nothing in the record to indicate that Plaintiff was not diligent in bringing this motion nor that the amendment is not brought in good faith or without reasonable grounds.

Defendants argue that if this motion is granted and Plaintiff is permitted to amend, Defendants will be forced to incur significant additional costs to conduct further discovery related to Plaintiff's new claims, including potentially retaking Plaintiff's deposition. This has not been demonstrated beyond Defendants' counsel's speculative statement. Plaintiff has represented in reply that Plaintiff's deposition occurred in February 2026, approximately 4 months after Defendants received Plaintiff's proposed amendment. Furthermore, Plaintiff's proposed amendment does not allege any new facts. Even if Defendants will need to conduct additional discovery, considering that there are still several months to do so before the trial date, the Court does not find any true prejudice to Defendants as a result of allowing the amendment.

Validity of New Allegations

Defendants' final argument is that the new proposed causes of action fail to state valid claims as a matter of law. However, the Court does not consider the validity of the proposed amendment in deciding whether to grant leave to amend.

“Ordinarily, the judge will *not* consider the validity of the proposed amended pleading in deciding whether to grant leave to amend. Grounds for demurrer or motion to strike are premature. After leave to amend is granted, the opposing party will have the opportunity to attack the validity of the amended pleading...”

(Weil & Brown, *Civil Procedure Before Trial* (2025) § 6:644, citing *Kittredge Sports Co. v. Sup.Ct. (Marker, U.S.A.)* (1989) 213 Cal.App.3d 1045, 1048.) Accordingly, this argument is not persuasive.

7. 25CV03136 Capital One, NA successor by merger to Discover Bank vs. Struthers Jr Jr

Plaintiff's unopposed motion for summary judgment is **GRANTED**. Plaintiff's request for judicial notice is **GRANTED**.

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

Analysis:

Plaintiff filed a complaint against Defendant alleging one cause of action for breach of contract. Defendant applied to plaintiff for a credit card account and entered into a written credit card account

agreement with plaintiff for the account number ending in 7281 (the "Account"). (Undisputed Material Facts "UMF," 1.) The defendant agreed to be bound by the terms and conditions set forth in the Cardmember Agreement when the defendant applied for, received or used the credit card account. In addition, the Cardmember Agreement provides that use of the card constitutes acceptance of the agreement. (UMF, 2.) After receiving the credit card, purchases were made by the use of the account and the charging of various goods, services and cash advances. Plaintiff complied with its obligations under the Agreement by paying vendors for all charges that were made on Defendant's account. The principal balance of \$28,309.30 prayed for in the complaint results from the defendant's use of said account. (UMF, 3.) Defendant defaulted in making the payments due under the terms of the cardmember agreement and plaintiff accelerated the account balance so that the entire unpaid balance on the account became immediately due and payable. (UMF, 6.) The last payment applied to the account was on or about 02/23/23. (UMF, 7.)

I. There are No Triable Issues of Material Fact

Plaintiff raises one cause of action for breach of contract. "To prevail on a cause of action for breach of contract, the plaintiff must prove (1) the contract, (2) the plaintiff's performance of the contract or excuse for nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff." (*Richman v. Hartley* (2014) 224 Cal.App.4th 1182, 1186.)

Plaintiff has submitted evidence showing that the parties entered into a Cardmember Agreement wherein Plaintiff agreed to pay vendors whenever Defendant made purchases on the credit card account and Defendant agreed to make payments to Plaintiff under the terms of the agreement. Defendant breached the contract by defaulting on the payments. As such, Plaintiff has been damaged in the amount of \$28,309.30. Plaintiff has met its burden of proving the lack of triable issue of material fact. By failing to oppose this motion, Defendant has failed to meet the shifted burden of proof.

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