

TENTATIVE RULINGS

LAW & MOTION CALENDAR

Wednesday, July 22, 2026, 3:00 p.m.

Courtroom 16 – Various for 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.

ALL MATTERS ARE BEING COVERED BY ALTERNATE DEPARTMENTS. PLEASE SEE EACH CASE FOR WHICH DEPARTMENT/JUDGE IS CALLING SAID MATTER.

Requests for appearance should still be made to Dept. 16’s JA at (707) 521-6725.

1. 23CV01351. Pierce v. WNJT Homes LLC.

(TENTATIVE ISSUED BY HON. DANA B. SIMONDS)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 18. PLEASE USE DEPT. 18’S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

This matter is on calendar for the application of Olivia R. Beale for admittance pro hac vice. This matter was originally on calendar on February 11, 2026, but was continued to this calendar to allow Ms. Beale to file proof of service of the application in conformance with Cal. Rules of Court, Rule 9.40(c)(1). As of the time the court reviewed this matter, proof of service had not yet been filed. Accordingly, **the motion is DENIED**. The court’s minute order shall constitute the order of this court.

2. **24CV07207, Heggen v. Rohnert Park RI L.P.**

(TENTATIVE ISSUED BY HON. OSCAR A. PARDO)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 19. PLEASE USE DEPT. 19'S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

IF THERE ARE ANY REQUESTS TO APPEAR, THEY WILL BE HEARD ON FRIDAY, JULY 24, AT 9:00 A.M. IN DEPT. 19.

Defendant Rohnert Park RI, LP dba Budget Inn Rohnert Park ("Defendant") moves pursuant to CCP section 437c for summary judgment in its favor against Plaintiff Loren Heggen ("Plaintiff") on the grounds that there are no triable issues of fact and Defendant is entitled to judgment as a matter of law.

On July 13, 2026, Plaintiff filed an Application to Continue Hearing on Defendant's Motion for Summary Judgment and Reset Briefing Schedule. In the Application, Plaintiff seeks relief partially under Code of Civil Procedure section 437c, subdivision (b)(2), which authorizes the Court, for good cause, to allow a late-filed opposition deadline, and under the Court's discretion concerning late-filed papers. (Cal. Rules of Court, rule 3.1300(d).) Plaintiff alternatively seeks discretionary relief under Code of Civil Procedure section 473, subdivision (b), based on counsel's mistake, inadvertence, and excusable neglect.

Plaintiff states the request for a continuance arises from a single, inadvertent internal assignment failure for which Plaintiff's lead counsel accepts responsibility. Counsel mistakenly believed the pending summary judgment motion and opposition deadline had been transmitted and assigned to contract counsel who assists counsel's office with dispositive motion practice. Pursuant to the firm's normal custom and practice, lead counsel instructed staff to transmit the Motion for Summary Judgment to contract counsel for preparation of the opposition. An assignment email was prepared, but due to an inadvertent clerical error, contract counsel's email address was omitted from the recipients even though she was addressed in the email itself. Consequently, both counsel and staff believed the assignment had been made when, in fact, contract counsel never received it. Lead counsel did not discover the mistake until after Defendant filed its reply noting that no opposition had been filed. Plaintiff himself had no role in the missed deadline.

Jury Trial is set in this matter for November 20, 2026. Unfortunately, this department's law and motion calendar is being set out into February of 2027. Accordingly, in order to grant the relief requested by Plaintiff, this court will also have to vacate the trial date.

Plaintiff's request to continue Defendant's motion for summary judgment is granted. **The hearing on Defendant's motion for summary judgment is CONTINUED to February 10, 2027, at 3:00 p.m., in Department 16.** The briefing schedules are set per CCP section 437c.

In addition, **the trial in this matter set for November 20, 2026, is hereby VACATED.** This court hereby sets a Case Management Conference for trial setting on February 16, 2027, at 3:00 p.m., in Department 16. All discovery cut-off dates remain in place.

3. **25CV00062, Jose Miguel Valencia v. City of Rohnert Park**

(TENTATIVE ISSUED BY HON. JANE GASKELL)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 17. PLEASE USE DEPT. 17'S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

This matter is on calendar for the motion of defendant City of Rohnert Park ("City") pursuant to Code of Civil Procedure sections 2031.060 and 2023.030, and Paragraph 6 of the parties' Stipulated Protective Order, for an order upholding the confidentiality designations on documents, testimony, and information addressed in Plaintiff Jose Miguel Valencia's ("Plaintiff's") designation objections.

On May 27, 2026, Plaintiff attempted to file a Dismissal of the Entire Action. The filing was rejected. The court clerk noted: "Page two is not included in this filing. Since 2. has been marked as "yes" page two needs to be included and completed."

As Plaintiff intends to dismiss this action, the City's pending motion will become moot. Accordingly, the motion is taken off calendar.

4. 25CV04416, Christos v. Crane

(TENTATIVE ISSUED BY HON. JANE GASKELL)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 17. PLEASE USE DEPT. 17'S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

Defendants Leslie Jo Crane ("Crane"), Dan Larson ("Larson"), River Time Restaurant & Bar ("River Time"), Rhonda Hall ("Hall"), and Christina Hulsey ("Hulsey")(together "Defendants") move for an order vacating the clerk's entry of default entered against them. Defendants request sanctions in the amount of \$6,695.40 against Plaintiff's counsel, Suzanne Schornack, pursuant to CCP section 128.5 for failing to warn defense counsel before seeking Defendants' defaults.

1. Standards on Motion for Relief from Default

Where the party in default moves promptly to seek relief, and no prejudice to the opposing party will result from setting aside the default and letting the case go to trial on the merits, "*very slight evidence* will be required to justify a court in setting aside the default." (*Elston v. City of Turlock* (1985) 38 Cal. 3d 227, 233.)

2. Proofs of service of process

Plaintiff Cherie Sexton Christos ("Plaintiff") filed her complaint on July 11, 2025. Proofs of service of process for Defendants were filed on September 25, 2025. The proofs of service of process show each Defendant was served at 16225 Main St, Guerneville, CA 95446, on August 24, 2025, at 1:30 p.m., by leaving summons and complaint with River Time owner, Leslie Jo Crane.

The declaration of diligence for service on Hulsey indicates that the process server attempted to serve Hulsey several times at River Time and once at her home prior to serving her by substituted service. The declaration of diligence for service on Larson indicates the same. The declaration of diligence for service on Hall indicates the process server attempted to serve Hall at River Time numerous times prior to serving her by substituted service.

In her declaration, Crane states defendants Larson and Hulsey are not employed by River Time. (Crane decl., ¶7.) She states that when she was served, she was only served with one summons and one complaint. (*Id.*, ¶10.) The summons attached to Crane's declaration lists all defendants in the "Notice to Defendant" section. (*Id.*, Exhibit A.) Crane states she was not told if she was being personally served in her capacity as an individual, if she was being served on behalf

of River Time, or in some other capacity. (*Id.*, ¶11.) The summons served upon Crane does not state how Crane was served; i.e., as an individual or on behalf of an entity or other person. (*Id.*, Exhibit A.) Crane states she did not make any copies of the Summons and Complaint for Defendants Larson, Hulsey, or Hall; she did not know they were being served by substituted service. (*Id.*, ¶13.) She further states River Time did not receive any copies of the summons and complaint by mail. (*Id.*, ¶14.)

3. Service on entities

“In an action against a corporation or an unincorporated association (including a partnership), the copy of the summons that is served shall contain a notice stating in substance: “To the person served: You are hereby served in the within action (or special proceeding) on behalf of (here state the name of the corporation or the unincorporated association) as a person upon whom a copy of the summons and of the complaint may be delivered to effect service on said party under the provisions of (here state appropriate provisions of Chapter 4 (commencing with Section 413.10) of the Code of Civil Procedure).” If service is also made on such person as an individual, the notice shall also indicate that service is being made on such person as an individual as well as on behalf of the corporation or the unincorporated association.

“If such notice does not appear on the copy of the summons served, no default may be taken against such corporation or unincorporated association or against such person individually, as the case may be.” (Code Civ. Proc., § 412.30.)

Here, as the notice did not comply with CCP section 412.30, no default could be taken against River Time.

4. Service by substituted service

After a diligent attempt has been made to personally serve an individual defendant, “summons may be served by leaving a copy of the summons and complaint during usual office hours in the person's office or, if no physical address is known, at the person's usual mailing address, other than a United States Postal Service post office box, with the person who is apparently in charge thereof, and by thereafter mailing a copy of the summons and complaint by first-class mail, postage prepaid to the person to be served at the place where a copy of the summons and complaint were left. When service is effected by leaving a copy of the summons and complaint at a mailing address, it shall be left with a person at least 18 years of age, who shall be informed of the contents thereof. Service of a summons in this manner is deemed complete on the 10th day after the mailing.” (Code Civ. Proc., § 415.20.)

Neither Hulsey nor Larson worked at River Time. Therefore, substituted service on them at River Time was improper.

5. Ineffective Service of Process

Defendants have established service of process was ineffective. Crane was not given notice that River Time was being served. Larson and Hurley are not employees of River Time such that Crane did not have authority to accept service of summons on their behalf. Crane was not given notice that she was being served on behalf of Hall. Moreover, because only one summons and complaint were served, it was reasonable for Crane to believe she was the only one being served. However, even as to Crane, service was defective due to the incomplete summons for failure to identify the capacity in which she was being served.

6. Failure to Warn

Defense counsel seeks sanctions pursuant to CCP section 128.5 against Plaintiff's counsel for failure to warn him that Defendants' defaults would be taken.

A trial court may order a party, the party's attorney, or both, to pay the reasonable expenses, including attorney's fees, incurred by another party as a result of actions or tactics, made in bad faith, that are frivolous or solely intended to cause unnecessary delay. (CCP § 128.5(a).)

For purposes of section 128.5, “Actions or tactics” include, but are not limited to, the making or opposing of motions or the filing and service of a complaint, cross-complaint, answer, or other responsive pleading. (CCP section 128.5(b)(1). “Frivolous” means totally and completely without merit or for the sole purpose of harassing an opposing party. (CCP section 128.5(b)(2).)

Whether a court makes an award under section 128.5 is a matter within its sound discretion. (*Park Magnolia v. Fields* (1987) 191 Cal.App.3d Supp. 1, 4.) In *Park Magnolia*, the court described the following conduct as completely without merit: the requests to enter default filed by plaintiff; plaintiff's use of a void default judgment to obtain a writ of possession against defendant; plaintiff's opposition to defendant's motion to vacate the default and default judgment and to quash the writ; and plaintiff's insistence that defendant deposit \$2,900 with the court as a condition of relief. (*Park Magnolia v. Fields* (1987) 191 Cal.App.3d Supp. 1, 4.) As a result, the appellate court reversed the trial court's denial of defendant's request for sanctions pursuant to CCP section 128.5. (*Id.*, at p. 7.)

Here, Defendants' counsel states Ms. Schornack refused a reasonable request for an extension to file answers; provided no warning of her intention to seek defaults; did not serve the Request for Entry of Default; and did not notify defense counsel that default had been entered. When defense counsel promptly requested cooperation to stipulate to set aside the default, Plaintiff's counsel ignored multiple written requests.

Defense counsel argues Plaintiff's counsel: 1) knew that several Defendants had not been served at all, and that substituted service on others was improper; 2) refused to re-serve or inquire whether defense counsel would accept service; 3) refused a reasonable request for a brief extension to respond; 4) sought defaults without providing the required professional courtesy notice; 5) did not serve any Request for Entry of Default; and 6) ignored multiple written requests to stipulate to set aside the defaults. Defendants state Hall and Hulsey were personally served weeks after Plaintiff claimed substituted service had already been completed demonstrating that Plaintiff's counsel knew the original service was inadequate, yet she proceeded to take their defaults anyway. (Lewis decl., ¶¶3-17; Veres decl., ¶¶2, 3.)

Defendants argue that as a direct result of Ms. Schornack's conduct, Defendants were forced to incur unnecessary attorneys' fees and costs in bringing this motion.

The only default that may have had some merit was that of defendant Crane who had been personally served, even though the summons failed to state she was being served in her individual capacity. As Plaintiff's actions in seeking Defendants' defaults, without having properly served each of them, were without merit, sanctions are justified to compensate Defendants for having to bring this motion.

Defendants' counsel states she spent 16.4 hours researching and preparing the motion. (Veres decl., ¶5.) Her hourly rate is \$325. (*Ibid.*) She has been a California licensed attorney for eight years. (*Ibid.*) The cost of filing the motion is \$60 and a \$5.40 electronic filing processing fee. (*Ibid.*) As of the time the court reviewed this matter, no opposition has been filed.

The requested amount of attorney fees for the time spent on this motion—over two full days—seems high. This court finds sanctions are reasonable in the amount of \$3,205.40.

7. Conclusion and Order

The motion is GRANTED. Defendants' defaults are hereby vacated. Defendants may file a response to the complaint within 10 days of this order. Sanctions are granted against Plaintiff's counsel of record, Suzanne Schornack, in the amount of \$3,205.40.

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

(TENTATIVE ISSUED BY HON. OSCAR A. PARDO)

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IF THERE ARE ANY REQUESTS TO APPEAR, THEY WILL BE HEARD ON FRIDAY, JULY 24, AT 9:00 A.M. IN DEPT. 19.

I. Introduction

Cross-Defendant Ronald Vernon Cupp ("Cupp") demurs to the entire cross-complaint filed by Chicago Title Company and Jayson Yambao and to the first through fifth causes of action on the grounds of failure to state facts sufficient to constitute a cause of action and for uncertainty. **The demurrer is SUSTAINED with leave to amend.**

II. Chicago Cross-Complaint

On February 17, 2026, Chicago Title Company and Jayson Yambao ("Cross-Complainants") filed a cross-complaint against Esteban Diaz ("Diaz"), Diaz Marble Tile & Stone, LLC ("Diaz LLC"), Tjomay Buditaslim aka Joe Lim ("Lim"), Cupp, and Alexandra Gurau ("Gurau") (the "Chicago Cross-Complaint"). The Chicago Cross-Complaint alleges causes of action for implied and equitable indemnity, partial implied and equitable indemnity, comparative fault, tort of another, and declaratory relief.

Cross-Complainants allege that Diaz LLC sold real property commonly known as 1654 Guerneville Road, Santa Rosa, California ("Subject Property") to Melissa Michelle Preciado ("Preciado") in or around May 2020. They allege Diaz LLC is owned and operated by Diaz. Cross-Complainants state they acted as the escrow agent and Cross-Defendant Gurau acted as the notary public for the transaction.

Cross-Complainants recite that Cupp commenced this action by filing the complaint against Preciado, James Preciado, and Peter Churchill. In the Complaint, Cupp alleges that Diaz assigned him a Note and Deed of Trust signed by Preciado and encumbering the Subject Property. Cupp alleges that Preciado is in default on the Note and alleges causes of action for declaratory relief, judicial foreclosure, breach of contract, unjust enrichment, and quiet title.

Cross-Complainants recite that Preciado subsequently filed a cross-complaint against Cupp, Diaz, Diaz LLC, Lim, and the Cross-Complainants (the "Preciado Cross-Complaint"). Preciado alleges that during the close of escrow for the Subject Property, Diaz and Lim caused the Deed of Trust to be inserted in the escrow documents and caused Preciado to sign it without her realizing what she signed. Preciado also alleges that the Cross-Complainants failed to prevent Diaz and Lim from signing the Deed of Trust and or aided and abetted Diaz and Lim. Preciado alleges causes of action for fraud, constructive fraud, breach of fiduciary duty, rescission, action to remove cloud of title, tort of another, declaratory relief, and injunctive relief.

Cross-Complainants deny liability arising from the Preciado Cross-Complaint. They allege that if there is any liability resting with Preciado, then Cross-Complainants' liability is only passive and secondary and is the result of the active and primary acts, omissions, or fault of Cross-Defendants. They allege that any damages sustained as a result of the Preciado Cross-Complaint will be due to the active and affirmative misconduct, breach of duty to disclose, negligence, negligent misrepresentation, breach of fiduciary duty, or other misconduct by Cross-Defendants, and each of them, and will not have been caused by any act or omission on the part of Cross-Complainants. They allege they are entitled to be indemnified by Cross-Defendants, and each of them, in an amount equal to the percentage by which the aforesaid active negligence, breach of

fiduciary duty, or other affirmative misconduct on the part of the Cross-Defendants, and each of them, contributed to Preciado's damages, including but not limited to Cross-Complainants' costs and reasonable attorneys' fees incurred in defending against this action.

III. Cupp's Demurrer

Cupp argues that Cross-Complainants filed the Chicago Cross-Complaint to shift liability onto Cupp for the 2020 escrow transaction in which Cupp had no involvement. Cupp argues that he first became involved in the circumstances resulting in this lawsuit five years after sale of the Subject Property when on July 1, 2025, he received a recorded assignment of the subject Deed of Trust. Cupp argues the Chicago Cross-Complaint contains no facts showing any act, knowledge, agreement, or participation by Cupp. As such, he argues his liability is legally impossible.

A. First and Second Causes of Action – Implied and Equitable Indemnity; Third Cause of Action – Comparative Fault

Cupp argues that there are no facts alleged in the Chicago Cross-Complaint showing Cupp's active or primary fault as a proximate cause of the loss.

Equitable indemnity is an equitable doctrine that apportions responsibility among tortfeasors responsible for the same indivisible injury on a comparative fault basis. (*Fremont Reorganizing Corp. v. Faigin* (2011) 198 Cal.App.4th 1153, 1176–1177.) A right of equitable indemnity can arise only if the prospective indemnitor and indemnitee are mutually liable to another person for the same injury. (*Id.*, at p. 1177.) Comparative fault is another doctrine allocating loss about tortfeasors. (*Baird v. Jones* (1993) 21 Cal.App.4th 684, 690.)

The Chicago Cross-Complaint is based upon allegations in the Preciado Cross-Complaint. In the latter, the Preciado cross-complainants allege that Cupp seeks to foreclose on the Subject Property to collect on the Note, which is secured by a junior Deed of Trust. The Preciado Cross-Complaint alleges that this purported Note and junior Deed of Trust are shams. They allege the Note, which Cupp alleges has gone missing, never existed and the signed junior Deed of Trust was procured by fraud at the time Preciado signed the purchased documents on May 15, 2020.

The causes of action alleged in the Preciado Cross-Complaint against Cupp are for Rescission of the Note and/or junior Deed of Trust, to remove a cloud on title, and for declaratory relief. There are no allegations that Cupp participated in the alleged fraud creating the Note or having Preciado sign the junior Deed of Trust. Cupp is named as a cross-defendant only as he claims an interest in the Subject Property via the Note and junior Deed of Trust. Cupp is not alleged to be a tortfeasor. Therefore, there are no allegations to support a claim for equitable indemnity or comparative fault against him.

B. Fourth Cause of Action – Tort of Another

A person who through the tort of another has been required to act in the protection of his interests by bringing or defending an action against a third person is entitled to recover compensation for the reasonably necessary loss of time, attorney's fees, and other expenditures thereby suffered or incurred. (*Prentice v. North Am. Title Guaranty Corp., Alameda Division* (1963) 59 Cal.2d 618, 620.) Again, as there are no allegations that Cupp is a tortfeasor, there are no allegations to support a cause of action for tort of another against Cupp.

C. Fifth Cause of Action - Declaratory Relief

The Chicago Cross-Complaint alleges an actual and present controversy has arisen between Cross-Complainants on the one hand and Cross-Defendants, and each and all of them, on the other hand, regarding the obligations to defend and indemnify Cross-Complainants. Cross-Complainants desire a judicial determination and declaration of the parties' respective rights and duties to one another, and specifically that Cross-Defendants are required to indemnify and hold harmless Cross-Complainants from any and all liability, damages, costs and attorneys' fees incurred by Cross-

Complainants in the defense against Preciado's Cross-Complaint, and/or of Cross-Complainants' Chicago Cross-Complaint.

As between the Chicago Cross-Complainants and Cupp, there are no facts establishing the existence of a controversy based upon the Preciado Cross-Complaint.

IV. Conclusion

Cupp's demurrer to the Chicago Cross-Complaint is **SUSTAINED**. The Chicago Cross-Complainants' request leave to amend is **GRANTED**.

Cupp 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.

6. 25CV08769, Cupp v. Adams

(TENTATIVE ISSUED BY HON. OSCAR A. PARDO)

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IF THERE ARE ANY REQUESTS TO APPEAR, THEY WILL BE HEARD ON FRIDAY, JULY 24, AT 9:00 A.M. IN DEPT. 19.

I. Introduction

Defendant Mark Adams ("Adams") demurs to the Amended Petition of Ronald Cupp ("Cupp") on the grounds of failure to state facts sufficient to constitute a cause of action, for lack of jurisdiction, that the Amended Petition seeks to confirm a void arbitration award, that Adams is not bound by any valid arbitration agreement, and that Petitioner Cupp lacks legal capacity to sue pursuant to Code of Civil Procedure section 430.10(b). **The demurrer is SUSTAINED without leave to amend.**

II. Cupp's Amended Petition

Petitioner Cupp filed his Amended Petition on December 29, 2025. The Amended Petition seeks to confirm an arbitration award entered on May 29, 2025, by three arbitrators in the matter of *Nature's Way 12778 Dupont Road, LLC v. Mark Adam* ("Award"). Cupp alleges he is the assignee of the Award.

A. The Arbitration Award

The Award is attached to the Amended Petition and states that *Nature's Way 12779 Dupont Road, LLC* ("LLC") is the holder of the dominant estate and as of May 25, 2022, Adams is the court-appointed title-holder-in-fact of the servient estate. Further possessory rights were granted to Adams on February 29, 2024.

The dispute involved an express grant easement and a lease agreement. The LLC alleged Adams interfered with the use and enjoyment of the easement, caused a nuisance, and breached the terms of a lease contract related to the easement. The LLC sought liquidated damages and damages.

The arbitrators found that the LLC holds an express easement over property located at 12778 Dupont Road in Sebastopol. The contract between tenant Michael Louis Castagnola ("Castagnola"), grantor, and landlord LLC, grantee, was entered into on February 12, 2022, recorded on February 22, 2024, and updated on August 6, 2024. The explicit easement is for the purpose of enjoying the rights, benefits, and uses of the property in the same manner as any lease-holding tenant would have while also conserving several endangered local species.

The Award states Adams became subject to the terms of the easement agreement, which is binding upon all future titleholders, upon becoming the title-holder-in-fact of the property and the court-appointed receiver on May 25, 2022.

The Award further states that Adams has taken actions that violate the terms of the lease. “On February 29, 2024, Adams obtained three Writs of Possession, which failed to specify the terms of the easement or the lease. Adams used the writs to evict lawful tenants of the claimant, remove property, prevent collection of rents and prevent access. These actions have directly interfered with the Claimant's ability to use the lease in the manner contemplated by the contract.” (Award, ¶16.) “The Respondent's actions, which included evicting the lawful tenant and sub-tenants of Nature's Way, LLC, removing property, changing locks, preventing access to the rental properties, preventing collection of rents, and preventing access to the structures and the property, constitutes a clear breach of these contractual obligations.” (*Id.*, ¶17.)

The June 3, 2025, Award ordered that the lease agreement between the LLC and its tenant is binding upon all titleholders, including Adams. It confirmed the existence of an express grant easement in the LLC's favor, which is also binding upon all titleholders. It determined Adams breached the lease and caused a nuisance. The Award ordered liquidated damages in the LLC's favor in the amount of \$250,000; damages of \$7,500 for each month of lost rents beginning March 1, 2024; reconstruction costs of \$358,312.94; and \$800 as the costs of arbitration.

B. 9/25 Order Vacating the Award

In his request for judicial notice, Adams attaches a copy of the September 5, 2025, Amended Order in SCV-265714, *County of Sonoma v. Michael L. Castagnola, Trustee of the Michael L. Castagnola Revocable Trust, et al.* (“9/25 Order”). Adams argues that the 9/25 Order vacated the Award.

The 9/25 Order was entered after the Hon. Oscar A. Pardo considered Adams' Thirteen Report of Receiver, the Declaration of Mark Adams, the Supplement to the Thirteenth Report of Receiver, and all other oral and documentary evidence presented in connection with the hearing of the Report. (RJN, Exhibit B, ¶2.) The 9/25 Order states: “The June 3, 2025 Arbitration Award issued in the matter of Nature's Way 12778 Dupont Road, LLC v. Mark Adams is hereby vacated in its entirety pursuant to California Code of Civil Procedure §1286.2.” (RJN, Exhibit B, ¶2.)

In opposition, Cupp argues various reasons why the 9/25 Order should be declared ineffective or invalid as to the LLC and Cupp. No authority is cited that this court may revive an arbitration award that has been invalidated in its entirety in another action. Here, Cupp never obtained leave to sue Adams in his capacity as a court-appointed receiver, which is required. (*Ostrowski v. Miller* (1964) 226 Cal.App.2d 79, 84.) Thus, there can be no valid arbitration award as to Adams.

III. Conclusion

Because the Award has been vacated in its entirety and Cupp did not obtain leave to sue Adams in his capacity as a court-appointed receiver, the Amended Petition fails to state facts sufficient to constitute a cause of action against Adams as it is based entirely upon the vacated Award. Accordingly, the demurrer is **SUSTAINED** without leave to amend.

Petitioner Ron Cupp (“Petitioner”) moves for an order granting his First Amended Petition to Confirm Arbitration Award (“FAP”). Due to the ruling on the demurrer showing no valid award against Adams, **the motion is DENIED.**

Adams 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.

(TENTATIVE ISSUED BY HON. DANA B. SIMONDS)

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Plaintiffs Casilda Vargas Flaherty and Christopher Flaherty ("Plaintiffs") move for an order authorizing service of summons and the First Amended Complaint on defendant Peter Guy Kerston ("Kerston") by alternative means.

Subsequent to the filing of this motion, Kerston filed an answer. Accordingly, **the motion is DENIED as MOOT.**

8. SCV-273553, Insurance Company of the West, a California Corporation v. Blakeslee

(TENTATIVE ISSUED BY HON. OSCAR A. PARDO)

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IF THERE ARE ANY REQUESTS TO APPEAR, THEY WILL BE HEARD ON FRIDAY, JULY 24, AT 9:00 A.M. IN DEPT. 19.

I. Introduction

Defendant Christopher Terrell Blakeslee ("Defendant") moves for an order granting leave to conduct an independent medical examination ("IME") of Plaintiff Ephraim Giron Goltiao ("Plaintiff") compelling Plaintiff to appear for and to submit to that examination, with the court setting reasonable conditions governing the examination, including conditions regarding testing materials, raw test data, and recording. **The motion is GRANTED.**

The instant motion seeks to have Dr. Howard J. Friedman, Ph.D., ABPP, examine Plaintiff. Defendant states that Plaintiff agreed to the IME with Dr. Friedman if Dr. Friedman provided Defendant with the raw test data from the examination.

II. Motion

Plaintiff does not challenge defendant's showing that good cause exists for the requested examination. Plaintiff states he is willing to submit to the requested neuropsychological examination with Dr. Friedman provided Defendant agree: (1) Dr. Friedman shall provide all raw test data and findings directly to Plaintiff's counsel, with the raw test data subject to a protective order and with instructions to destroy all of the data at the conclusion of this matter; and (2) that Plaintiff be permitted to video and/or audio record the entire examination.

In his supplemental declaration, Dr. Friedman states he remains willing to provide the raw test data to "plaintiffs retained neuropsychologist, treating psychologist, or other qualified psychological professional in accordance with the applicable professional and ethical standards governing neuropsychological testing materials." (Friedman supp. decl., ¶9.)

With respect to Plaintiff's request to audio record the examination, Dr. Friedman states he does not object to Plaintiff audio recording the clinical interview portion of the examination. (Friedman supp. decl., ¶7.) However, he states: "it is not appropriate for plaintiff to audio record the remainder of the examination because doing so would capture the proprietary test questions and comprise the security and integrity of the testing materials. Audio recording of the test

administration is equivalent to the release of the raw data and is an even greater violation because it captures the proprietary testing process itself.” (*Id.*, ¶8.)

Plaintiff offers no competing declaration from a licensed psychologist or neuropsychologist disputing the professional standards governing the handling of raw testing data, the need to preserve standardized neuropsychological testing, or Dr. Friedman’s explanation of why the raw testing data should be disclosed only through a qualified medial professional.

III. Conclusion

Based upon the foregoing, Defendant’s motion is **GRANTED**. The parties are directed to meet and confer to determine a date and time for the examination by Dr. Friedman. Plaintiff may audio record the clinical interview portion of the examination. The raw testing materials may be transmitted to Plaintiff’s qualified health professional, consistent with applicable professional and ethical standards governing psychological testing materials; Plaintiff and his counsel may review those materials with that health professional.

The court will sign Defendant’s proposed order.

DEPT. 17 ZOOM LOGIN

- Meeting ID: 161 126 4123
- Passcode: 062178
- <https://sonomacourt-org.zoomgov.com/j/1611264123>
- 1-669-254-5252 (by phone, same Meeting ID and Passcode)

DEPT. 18 ZOOM LOGIN

- MeetingID: 160 739 4368
- Password: 000169
- <https://sonomacourt-org.zoomgov.com/j/1607394368>
- 1-669-254-5252 (by phone, same Meeting ID and Passcode)

DEPT. 19 ZOOM LOGIN

- MeetingID: 160-421-7577
- Password: 410765
- <https://sonomacourt-org.zoomgov.com/j/1604217577>
- 1-669-254-5252 (by phone, same Meeting ID and Passcode)