

TENTATIVE RULINGS

LAW & MOTION CALENDAR

Wednesday, August 12, 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.

1. 25CV01644, Odetto v. General Motors, LLC.

(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).

Defendant General Motors, LLC (“GM”) moves for an order for compliance requiring Plaintiffs Daniel Joseph Odetto and Naomilyn Virginia Odetto (“Plaintiffs”) to appear for their deposition. GM seeks sanctions in the amount of \$1,500.

I. Governing Law - CCP section 871.26

This motion is brought pursuant to Code of Civil Procedure section 871.26 which governs civil actions seeking restitution or replacement of a motor vehicle. Subsection (c)(1) provides: “Within 120 days after the filing of the answer or other responsive pleading, all parties have the right to conduct initial depositions, each not to exceed two hours of the following deponents: [¶] (1) The plaintiff.”

II. The Motion

A. Deposition Notices and Meet and Confer Correspondence

Plaintiffs filed this action on March 7, 2025. GM’s responsive pleading was filed on July 11, 2025. Thus, GM had a right to take Plaintiffs’ depositions by November 8, 2025. On July 11, 2025, GM served a meet-and-confer letter on Plaintiffs’ counsel which enclosed a notice for Plaintiffs’ depositions. (Lasater decl., Exhibits A, B-1, B-2.) The depositions were noticed for July 25, 2025.

(*Id.*, Exhibits B-1, B-2.) On July 22, 2025, Plaintiffs’ counsel objected to the deposition notices indicating he would meet and confer with GM’s counsel to reschedule to a mutually convenient date and time. (Lasater decl., ¶6, Exhibits C-1, C-2.) On November 4, 2025, GM’s counsel sent follow-up e-mails to Plaintiffs’ counsel requesting deposition dates and noting the upcoming deadline. (Lasater decl., ¶ 7, Exhibit D.)

On December 18, 2025, Plaintiffs’ counsel offered February 6, 2026, as an available date for Plaintiffs’ depositions, which GM’s counsel accepted on January 6, 2026. (Lasater decl., ¶ ¶ 8, 9, Exhibits E, F.) On January 23, 2026, GM served Amended Notices of Deposition for Plaintiffs to appear for deposition on February 6, 2026. (Lasater decl., ¶ 10, Exhibits G-1, G-2.) On February 3 and 4, 2026, Plaintiffs’ counsel emailed objections to the February 6, 2026, deposition date. (Lasater decl., ¶ 12, Exhibits J-K.) The objections indicated that Plaintiffs would not appear due to a scheduling conflict. (*Ibid.*) On February 4, 2026, Plaintiffs’ counsel followed up by email and requested GM’s counsel reach out to reschedule the depositions. (*Id.*, Exhibit L.) On February 24, 2026, Plaintiffs’ counsel offered April 16, 2026, for Plaintiffs’ depositions. (Lasater decl., Exhibit M, p. 8.) On June 13, 2026, Plaintiffs’ counsel requested to reschedule the depositions to July 7, 8, or 9, 2026. (Stark decl., ¶ 7.) GM responded accepting July 7, 2026, but it did not receive confirmation. (*Ibid.*) On July 8, 2026, Plaintiffs’ counsel requested to reschedule the depositions for August 3, 4, or 5, 2026. (*Id.*, ¶ 8.) On July 9, 2026, GM confirmed August 4, 2026, as the deposition date. (*Ibid.*)

B. Opposition

In opposition, Plaintiffs’ counsel states that the depositions have now been scheduled making this motion moot. Plaintiffs’ depositions are now scheduled for August 4, 2026. (Smith decl., ¶ 4.) Thus, by the time of the hearing on this motion, Plaintiffs’ depositions should have been taken. However, this does not resolve the issue of sanctions.

C. Sanctions

CCP section 871.26(j) provides, in relevant part: “Unless the party failing to comply with this section shows good cause, notwithstanding any other law and in addition to any other sanctions imposed pursuant to this chapter, a court shall impose sanctions as follows:” ... “A one-thousand-five-hundred-dollar (\$1,500) sanction against the plaintiff’s attorney” ... “paid within 15 business days for failure to comply with the provisions relating to depositions as prescribed in subdivision (c).” (CCP section 871.26(j)(2).)

In an attempt to establish good cause for the delay in taking Plaintiffs’ depositions, Plaintiffs’ counsel argues that service of the deposition notices was made to the firm-wide email addresses instead of a case-specific email address. This does not establish good cause for Plaintiffs’ failure to submit to the required depositions. Plaintiffs’ counsel received the notices and met-and-conferred with GM’s counsel over the depositions, twice delaying them for a substantial amount of time. The time elapsed from the issuance of the deposition notices to the now purported set deposition date can only be categorized as dilatory and pure gamesmanship in this instance.

Here, Plaintiffs failed to comply with CCP section 871.26(c) as they did not allow their depositions to be taken within 120 days of GM’s responsive pleading. Plaintiffs’ counsel has not shown good cause for the delay. Assuming Plaintiffs’ depositions went forward on August 4, 2026, that is over a year after GM filed its responsive pleading. This shows inadequate diligence in attending to this case.

III. Conclusion

Assuming the depositions have occurred, the motion to compel compliance is **DENIED as MOOT**. However, in the event that Plaintiffs failed to present at deposition August 4, 2026, then Plaintiffs are required to present for depositions within ten (10) days of this order. **Sanctions are**

granted in the amount of \$1,500 against Plaintiffs' attorneys of record, Strategic Legal Practices, APC, who is directed to pay them to Defendant's counsel within 15 business days of this order.

GM'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.

2. 25CV03160, Looney v. Harsiddhi Foods Inc.

(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).

Plaintiff Gary E. Looney, dba Collectronics of California ("Plaintiff") moves for an order compelling Defendants Harsiddhi Foods, Inc. dba VJ's Sports Bar X Pizza and Varun Limbachiya, individually as personal guarantor of Harsiddhi Foods Inc. ("Defendants"), to furnish responses to Plaintiff's First Set of Post Judgment Interrogatories and Plaintiff's Post Judgment Demand for Production of Documents and Tangible Things. Plaintiff requests sanctions in the amount of \$60.

On September 23, 2025, Plaintiff obtained a judgment against Defendants in the amount of \$5,252.37. On October 13, 2025, Plaintiff served Defendants with form interrogatories and a request for production of documents. (Looney Decl. ¶1, Ex. A.) As of the date of the motion, no responses have been provided. (*Id.*, at ¶¶2-4.)

The motion is **GRANTED**. Defendants are ordered to provide responses, without objections, to Plaintiff's discovery requests and to pay sanctions in the amount of \$60 within 30 days of this order. The court will sign the proposed order.

3. 25CV04758, Garcia v. LCS Community Employment, LLC

(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 LCS Community Employment LLC to sever Plaintiffs' claims or, in the alternative, to order separate trials. This matter was originally heard on March 25, 2026, and was continued for proof of service showing service of the motion after it was filed or of notice of the hearing. As of the time the court reviewed this matter, proof of service had not been filed. Accordingly, **the motion is DENIED**.

This court's minute order shall constitute the order of the court.

4. 25CV06130, JPMorgan Chase Bank, N.A. v. Foley

(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).

Plaintiff JPMorgan Chase Bank, N.A. (“Plaintiff”) moves pursuant to CCP sections 2023.010 et al. and 2033.280 for an order deeming the truth of all specified facts in the Requests for Admissions, Set One, propounded by Plaintiff on Defendant Kevin Foley (“Defendant”) on November 18, 2025, admitted.

If a party to whom requests for admission are directed fails to serve a timely response, the requesting party may move for an order that the genuineness of any documents and the truth of any matters specified in the requests be deemed admitted. (CCP § 2033.280.)

On November 18, 2025, Plaintiff served Defendant with its Request for Admissions. (Langedyk decl., ¶2, Exhibit 1.) Plaintiff has not received a response. (*Id.*, ¶3.)

As Plaintiff has shown it served Requests for Admissions and Defendant has not responded, **unless Defendant Kevin Foley serves responses in substantial compliance with Code of Civil Procedure section 2033.220 before the hearing on this motion, this court will GRANT the motion deeming the admissions admitted and sign the order provided by Plaintiff.**

5. 25CV06515, United Financial Casualty Company v. Arnold

(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).

Plaintiff in Interpleader United Financial Casualty Company (“United”) moves for an order that it be discharged from all liability with respect to the Disputed Funds that are the subject matter of this action as it has deposited that amount with this court.

I. Interpleader Action, Notice of Motion

On September 18, 2025, United filed its Complaint-In-Interpleader alleging that defendants in interpleader, Max G. Arnold, The Law Office of Max G. Arnold, Inc. (“Arnold Defendants”) and Cindy Devereaux Hunter (“Defendant Hunter”) are in dispute over who is entitled to \$26,138.53 from United (“the Disputed Amount”). The Arnold Defendants represented Defendant Hunter a personal injury action. Defendant Hunter submitted a claim to United for Underinsured Motorist benefits on May 28, 2021. (Hernandez decl., ¶2.) On February 9, 2023, Defendant Hunter signed an Uninsured/Underinsured Motorist Bodily Injury Release (“UM/UIM Release”) of any and all claims arising out of the May 28, 2021, accident. (*Id.*, ¶3.) Pursuant to the terms of the UM/UIM Release, United Financial agreed to pay Ms. Hunter a sum of \$85,000 (the “Settlement Amount”) for a release of all claims under the uninsured/underinsured motorist portion of her policy. (*Id.*, ¶3, Exhibit A.) At or about the time Defendant Hunter entered into the UM/UIM Release, the Arnold Defendants claimed a one-third interest in the Settlement Amount based upon a Contingency Fee Agreement for attorney fees with respect to the UIM Claim. (*Id.*, ¶4, Exhibit B.) Hunter disputes she owes the Arnold Defendants the Disputed Amount. (*Id.*, at ¶7.)

United issued payment directly to Ms. Hunter for \$58,861.47, which cleared on August 30, 2023. (*Id.*, ¶ 8.) United issued a check made payable to “Law Office of Max G. Arnold Inc.” in the amount of \$26,138.53, which was sent directly to Defendant Hunter but was not forwarded to the Arnold Defendants and has not been negotiated to date. (*Ibid.*)

On January 4, 2024, Max G. Arnold, individually, filed suit against Defendant Hunter. Defendant Hunter’s default was taken, and a default judgment was entered against her on April 15, 2025, for the amount of \$29,654.70 based upon the Contingency Fee Agreement between those parties.

On September 18, 2025, United filed this action. United's payment of the Disputed Funds to this court was completed on January 7, 2026.

On October 21, 2025, United filed an Affidavit of Due Diligence of the summons and complaint in this action on Defendant Hunter. In the affidavit, process server Barbara Alves states that on October 11, 2025, at 6:45 p.m., at 1771 Elizabeth Avenue, Apt. I, in Corning, California, an individual meeting Defendant Hunter's description acknowledged that she was the individual to be served. However, that individual closed the door when Ms. Alves announced service so Ms. Alves left the documents on the doorstep.

As long as servers identify themselves and tell reluctant defendants that they are being served with process and leave the papers as close as possible to the defendants, service is valid notwithstanding the defendant's refusal to accept. (*Trujillo v. Trujillo* (1945) 71 Cal. App. 2d 257, 260.)

Defendant Max G. Arnold filed an answer to United's complaint on February 26, 2026.

The Arnold Defendants and Defendant Hunter were mailed and emailed a copy of this motion. Thus, service of summons and complaint, and of this motion on the defendants is complete.

II. Interpleader Complaint – CCP section 386

Code of Civil Procedure section 386 allows United to interplead the Disputed Funds and be discharged from this action.

Subsection (a) provides: “[W]enever conflicting claims are or may be made upon a person for or relating to personal property, or the performance of an obligation, or any portion thereof, such person may bring an action against the conflicting claimants to compel them to interplead and litigate their several claims. The order of substitution may be made and the action of interpleader may be maintained, and the applicant or interpleading party be discharged from liability to all or any of the conflicting claimants, although their titles or claims have not a common origin, or are not identical but are adverse to and independent of one another.” (CCP § 386(a).)

Subsection (f) of section 386 allows this court to enter “its order restraining all parties to the action from instituting or further prosecuting any other proceeding in any court in this state affecting the rights and obligations as between the parties to the interpleader until further order of the court.” (CCP section 386(f).)

III. Conclusion

Based upon the foregoing, **United's motion is GRANTED.** The court will sign the proposed order.

6. 25CV08885, Vargas Flaherty v. Kerston

(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).

Defendant Peter Kerston (“Defendant”) moves for an order expunging the Notice of Pendency of Action recorded by Plaintiffs Casilda Flaherty and Christopher Flaherty (“Plaintiffs”). Defendant seeks sanctions in the amount of \$5,000.

I. Complaint

This action was filed on December 31, 2025. A first amended complaint was filed on February 26, 2026. Plaintiffs allege they leased property located at 1412 Quail Court, Santa Rosa, California 95404 (“Subject Property”). Plaintiffs allege defendants Peter Kerston and Caroline

Kerston lived in the Subject Property for seven years prior to Plaintiffs' lease and were therefore aware of the substandard conditions of the property, including an active rodent infestation, mold contamination, broken and inoperable doors, non-functioning locks and deadbolts, and a cockroach infestation.

II. Lis Pendens

A lis pendens may be ordered expunged if the complaint does not contain a "real property claim" (CCP § 405.31) or plaintiff cannot establish its "probable validity" by a "preponderance of the evidence." (CCP § 405.32).

Unlike most other motions, the burden of proof is on the party opposing the motion to expunge. The lis pendens claimant (Plaintiffs) bears the burden of establishing the existence of a "real property claim" and that it is "probably valid." (CCP § 405.32.)

III. Notice of Motion and Lack of Opposition

Defendant has filed proof of service showing service of the motion on Plaintiffs. Plaintiffs have not filed opposition. Therefore, they have not shown that the real property claim against Defendant is probably valid. As such, this motion must be granted.

IV. Sanctions

Defendant requests attorney's fees in the amount of \$5,000 pursuant to Code of Civil Procedure section 405.38. That section provides: "The court shall direct that the party prevailing on any motion under this chapter be awarded the reasonable attorney's fees and costs of making or opposing the motion unless the court finds that the other party acted with substantial justification or that other circumstances make the imposition of attorney's fees and costs unjust." (CCP section 405.38.)

Here, Defendant is self-represented and did not incur any attorney fees. Defendant's declaration does not describe any costs incurred besides his time spent on this motion, which is not compensable. In addition, Defendant was granted a fee waiver for court costs and fees and thus did not incur the expense of a filing fee for this motion. As no compensable expenses have been shown to have been incurred on this motion, sanctions are denied.

V. Conclusion

Defendant's motion to expunge the lis pendens is GRANTED. Sanctions are DENIED. Defendant is directed to submit a written order to the court consistent with this ruling.

7. **26CV00070, Capri Mobile Villa LLC v. City of Petaluma**

(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).

This matter is on calendar for the demurrer of Defendant City of Petaluma ("City") to the complaint filed by Plaintiff Capri Mobile Villa, LLC ("Plaintiff") filed on January 2, 2026. On July 31, 2026, the parties filed a Stipulation and [Proposed] Order to Continue Hearing on Defendant's Demurrer to Plaintiff's Complaint. The Stipulation indicates that Plaintiff's counsel is unavailable for the instant hearing date. Therefore, the parties have agreed to continue the hearing. The parties request dates in September or in October. Unfortunately, this department's law and motion calendar is currently scheduling into March of 2026. Accordingly, **the motion is CONTINUED to March 3, 2027, at 3:00p.m., in Department 16.**

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)