TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, September 16, 2026, 3:00 p.m.
Courtroom 16 – Hon. Dennis Hayashi 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

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. 24CV00555, Hayer v. Preuss

Defendants William Preuss ("Preuss") and Renteria Vineyard Management LLC ("Renteria")("Defendants") move to consolidate this action (24CV00555) with Case Number 25CV04607, *Patrick, et al. v. Preuss, et al.*

Defendants argue there is good cause to consolidate these cases because they both arose out of the motor vehicle accident that occurred on Highway 12 on July 3, 2023. Therefore, Defendants argue that most of the issues of law and fact are common to the actions and many of the same witnesses will testify in both.

Defendants also seek to continue the trial date in this action. However, this request is moot as the trial date has been vacated.

I. 24CV00555, *Hayer, et al. v. Renteria Vineyard Management, LLC, et al.*

This action was brought by Plaintiffs Allen Hayer and Craig Jones ("Plaintiffs") against Defendants. The complaint states the accident occurred on July 2, 2023; however, it appears to be the same accident as in the *Patrick* Case. Plaintiffs allege Preuss caused the accident while he was operating a vehicle owned by Renteria while in the course and scope of his employment with Renteria.

II. 25CV04607, *Patrick, et al. v. Preuss, et al.* ("*Patrick* Case")

Plaintiffs in the *Patrick* Case, Marcella Patrick, Troy Moore, and Troy Moore, Jr., a minor, by and through his guardian ad litem, filed that action based upon what appears to be the same accident. Their complaint states the accident occurred on July 3, 2023. They also allege Preuss caused the accident while he was driving a vehicle owned by Renteria in the scope and course of his employment with Renteria.

III. Consolidation

CCP section 1048(a) provides: "(a) When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay."

In support of this motion, Defendants argue that because the two cases involve the same accident, they will necessarily involve common questions of fact, law, and common witnesses and discovery, such that consolidation and coordination will be convenient for the parties, witnesses, and counsel, will promote the efficient utilization of judicial resources, and will prevent the likelihood of duplicative and inconsistent rulings, orders, and judgments.

In opposition, Plaintiffs argue that the two cases are fundamentally different in their damages, witnesses, experts, and their respective stages of litigation. At his deposition, defendant Preuss stated he believed the accident was his fault because he hit Plaintiffs' vehicle while he was asleep. (Erzrumyan decl., Exhibit A.) Plaintiffs argue that because Preuss has admitted liability, this case will be a damages trial and the damages suffered by Plaintiffs have no bearing on the damages suffered by the plaintiffs in the *Patrick* Case. They argue that the expert testimony in the *Patrick* Case will be specific to the injuries sustained by the plaintiffs in that case such that there is no economy in consolidating the cases for the convenience of witnesses.

Plaintiffs also argue that Defendants failed to designate any expert witnesses, have waived their expert rights, and that this motion is a backdoor attempt to utilize expert witnesses in the *Patrick* Case.

Plaintiffs' counsel in the *Patrick* Case are not the same as in this case. In addition, the injuries are not likely to be the same. Therefore, it is not clear that Plaintiffs' argument regarding a backdoor attempt to utilize expert witnesses has any validity to it. Nor is it clear that this argument should hold any weight if there are common questions of law and fact, which would otherwise make consolidation appropriate.

Plaintiffs also argue consolidation would cause prejudice as presenting five plaintiffs across two independent damages theories to a single jury creates a serious and foreseeable risk of confusion. Plaintiffs argue jurors would be required to separately evaluate the injuries, causation evidence, and damages for two entirely independent groups of plaintiffs while being cautioned not to conflate the evidence applicable to each. They argue that expert testimony, life care planning evidence, and expert causation opinions are detailed and individualized, which can be easily misapplied by a jury simultaneously processing the same categories of evidence for a different set of plaintiffs.

IV. Conclusion

This court agrees with Plaintiffs that, as Preuss has conceded liability and the trials in these cases will be focused on damages, there are insufficient common questions of law and fact to support consolidation because the plaintiffs' injuries in the two cases will not be the same and will require evaluation of different medical records and experts. Accordingly, **the motion is DENIED.**

Plaintiffs' 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. <u>25CV01116, McHan v. Lippitt</u>

Plaintiff Julia Taylor McHan ("Plaintiff") moves for an order compelling Defendant Jill Lippitt ("Defendant") to serve verified responses, without objections, to Plaintiff's Requests for Admission (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Set One), and for monetary sanctions in the amount of $1,500.

I. Service of Discovery

On March 30, 2026, Plaintiff served Defendant with Requests for Admission, Set One (50 requests), Requests for Production of Documents, Set One (33 requests), and Special Interrogatories, Set One (30 interrogatories). (McHan decl., ¶2.) Plaintiff has not received any responses. (*Id*., ¶4.) Nor has she received any communication from Defendant. (*Ibid*.) Plaintiff attempted to meet and confer with Defendant by email but did not receive a response. (*Id.,* ¶¶5, 6.)

As Plaintiff has established service of discovery and Defendant's failure to timely respond, the motion is granted.

II. Sanctions

Plaintiff requests sanctions in the amount of $1,500 for time spent on this motion. Pro per litigants are not entitled to recover an hourly rate for time spent litigating the action. As Plaintiff incurred $60 to file this motion, sanctions will be granted in that amount.

III. Conclusion

Plaintiff's motion is GRANTED. Defendant Jill Lippitt is ordered to provide responses, without objections, to Plaintiff's Requests for Admission (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Set One), and to pay sanctions in the amount of $60 to Plaintiff all within 30 days of the service of this order.

Plaintiff is directed to submit a written order to the court consistent with this ruling.

3. <u>25CV02991, Bailey v. St. Joseph Health Northern California, LLC.</u>

I. Joint Stipulation to Vacate May 6, 2026 Order; Procedural History

On June 25, 2026, Plaintiff Kenneth Bailey ("Plaintiff") and Defendant St. Joseph Health Northern California, LLC ("Defendant") filed a Joint Stipulation to Vacate May 6, 2026 Order Granting Plaintiff's Discovery Motions and to Continue Motions to September 16, 2026. The stipulation was rejected as missing the $20 filing fee. **The following order is contingent upon the parties' resubmission of the stipulation with the filing fee.**

The May 6, 2026, Order was based upon Plaintiff's motions filed on December 24, 2025, discussed below.

The previously scheduled hearing set to be heard on this calendar pertains to Plaintiff's motion filed on December 16, 2025. On that date, Plaintiff filed a single motion seeking to compel further responses to his: (i) requests for admissions; (ii) requests for production of documents; and (iii) form interrogatories (the "Three-In-One Motion"). The Three-In-One Motion was initially scheduled for hearing on April 15, 2026, but was continued to this date.

On December 24, 2025, Plaintiff filed a motion to compel further responses to special interrogatories ("SI Motion") and a motion to deem requests for admissions admitted ("RFA Motion"). The SI Motion and the RFA Motion were initially set to be heard on May 6, 2026.

On April 10, 2026, Plaintiff's counsel filed a Joint Stipulation and [Proposed] Order to Continue Hearing on Plaintiff's Motion to Compel ("April Joint Stip"). Plaintiff and Defendant stipulated in the April Joint Stip to continue the Three-In-One Motion to May 6, 2026. As the May 6, 2026, Law and Motion Calendar was already full long before April 10, 2026, when the parties filed the April Joint Stip, this court denied the request stating: "This request will be addressed at the 4-15-26 [¶] L&MTR will be posted on April 14 by 2pm addressing the discovery motions."

The April 14 tentative ruling, adopted on April 15, stated:

> This matter is on calendar for the motions of Plaintiff Kenneth Bailey ("Plaintiff") to compel Defendant St. Joseph Health Northern California, LLC ("Defendant") to provide further responses, without objections, to Plaintiff's Requests for Admissions, Set One; Requests for Production, Set One; and Form Interrogatories, Set One. Plaintiff requests sanctions in the amount of $5,611.50.
>
> On March 23, 2026, Plaintiff filed a Joint Stipulation and Proposed Order to continue the hearing on these motions as the parties have agreed to mediate this matter. The court commends the parties for their efforts to resolve this matter through mediation. The parties request that the motions be continued to be heard alongside Plaintiff's motion to compel further responses to Plaintiff's Special Interrogatories, Set One, which is currently scheduled to be heard on May 6, 2026.
>
> This court's calendar for May 6 is already overbooked. Plus, Plaintiff's pending motion is actually *three* motions. These motions should have been filed separately and filing fees paid for each. Such omnibus discovery motions hinder the court's ability to allocate sufficient time for review and circumvents the requirement to pay separate filing fees for each motion.
>
> The court acknowledges that trial is set in this matter on August 14, 2026. That date will be vacated to allow Plaintiff's discovery motions to be heard prior to trial.
>
> **Trial currently set for August 14, 2026, is hereby vacated. This motion is CONTINUED to the next available hearing date of August 11, 2026—<u>and is set as three motions</u>. Plaintiff is directed to pay filing fees for the two additional motions set forth in his moving papers as a condition of this court reviewing those additional motions. As no Case Management Conference is currently set in this case, this court hereby sets a Case Management Conference for June 30, 2026, at 3:00 p.m. in Dept. 16.** A case management statement must be filed no later than fifteen (15) calendar days prior to the hearing. Filing of complete dismissal or Judgment two (2) days before hearing will result in matter being dropped from calendar. Tentative Rulings are available two (2) court days prior to the hearing on the Court's website at www.sonoma.courts.ca.gov.

Apparently not having reviewed the court's denial of their stipulation nor the tentative ruling for April 15, 2026, Plaintiff's and Defendant's counsel state they believed the Three-In-One Motion, the SI Motion, and the RFA Motion were all continued to September 16 and that they failed to realize that Plaintiff's SI Motion and RFA Motion proceeded to be heard on May 6, 2026. The SI Motion and RFA Motion were granted on May 6, 2026. Plaintiff and Defendant seek to have the orders on the SI Motion and RFA Motion set aside and have those motions heard on this calendar.

This court only starts to review each law and motion calendar a week in advance. Thus, not having brought this most recent Joint Stipulation to this department's attention, this court did not allocate time to review additional motions on its September 16 Calendar. Regardless, the September 16 calendar was already full prior to June 25, 2026, when this latest stipulation was filed. Department 16's Law and Motion calendar is scheduled up to 6 months in advance such that it cannot generally accommodate the parties' requests to continue motions submitted one month or less in advance of a scheduled hearing.

However, and conditioned upon filing another stipulation with the appropriate fee, **as the parties request the May 6, 2026, order granting the motions be vacated, this court will vacate those orders.**

In addition, as Defendant has provided opposition to these motions and Plaintiff has provided reply and to avoid further delay, this court will re-review the SI Motion and the RFA Motion for this calendar.

II. Three-In-One Motion

This matter is on calendar for the motions of Plaintiff to compel Defendant to provide further responses, without objections, to Plaintiff's Requests for Admissions, Set One; Requests for Production, Set One; and Form Interrogatories, Set One. Plaintiff requests sanctions in the amount of $5,611.50. The following order is contingent upon Plaintiff paying an additional filing fee of $120 as specified in this court's April 15, 2026 order.

A. Motion to Compel Further Responses to Requests for Admissions

Plaintiff's motion to compel further responses to its Requests for Admissions ("RFAs") is based upon Defendant's failure to provide a verification along with its responses to the RFAs. Plaintiff argues that Defendant's failure to provide a timely verification meant that its responses were tantamount to no response at all, resulting in Defendant having waived all objections. Because Plaintiff argues that the lack of verification is the equivalent to no response, he is not required to provide a separate statement for this motion.

Objections do not need to be verified. (*Food 4 Less Supermarkets, Inc. v. Superior Court* (1995) 40 Cal.App.4th 651, 656.) Thus, objections in a hybrid response containing substantive responses along with objections are also preserved. (*Ibid*.) Therefore, as to the responses containing objections, the motion is denied. Defendant's counsel states he did not realize signed verifications were not included. (Glassman decl., ¶3.) On January 13, 2026, the verification of Vice President Real Estate Strategy of Providence St. Joseph Health, Jeremy Dibble, was provided. (*Id.,* ¶4., Exhibit B.) Therefore, as to the substantive responses, the motion is MOOT.

In reply, Plaintiff argues sanctions are mandatory on this motion even for Defendant's counsel's inadvertent failure to provide the verification for the RFAs. Code Civ. Proc., § 2033.280(c) states, in part: "It is mandatory that the court impose a monetary sanction under Chapter 7 (commencing with Section 2023.010) on the party or attorney, or both, whose failure to serve a timely response to requests for admission necessitated this motion."

Plaintiff's counsel emailed his meet and confer letter on December 8, 2025. This motion was filed on December 16, 2025. A simple phone call requesting the verification would have prevented Plaintiff having to file this motion. Thus, it is not clear that the motion was necessary. However, based upon the language of the statute, this court will award sanctions in the amount of $900.

As specified above, the motion is DENIED or MOOT. Sanctions are GRANTED in the amount of $900.

B. Motion to Compel Further Responses to Request for Production of Documents

This motion is also made on the grounds of a lack of verification of Defendant's responses. On November 14, 2025, Defendant served unverified responses to Plaintiff's Request for Production of Documents, which Defendant's counsel states was inadvertent. (Glassman decl., ¶3.) The verification of Vice President Real Estate Strategy of Providence St. Joseph Health, Jeremy Dibble, was served on January 22, 2026. (*Id.,* ¶4, Exhibit D.)

Defendant's objections are not waived as they were timely served. As Defendant's objections were timely, the motion as to these is DENIED. As for the substantive responses, with service of the verification, the motion is MOOT.

While Plaintiff also argues that the responses are not code-complaint, a motion for order compelling further responses to requests for production "shall set forth specific facts showing good cause justifying the discovery sought by the demand." (CCP § 2031.310(b)(1).) Plaintiff did not provide a separate statement discussing the reason why this court should compel a further response to each request for production of documents. Therefore, Plaintiff has failed to establish good cause to compel further responses. In reply, Plaintiff addresses the specific responses. However, new arguments in reply are improper.

With respect to sanctions, CCP section 2031.300(c) provides, in part: "Except as provided in subdivision (d), the court shall impose a monetary sanction under Chapter 7 (commencing with Section 2023.010) against any party, person, or attorney who unsuccessfully makes or opposes a motion to compel a response to a demand for inspection, copying, testing, or sampling, unless it finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust."

Sanctions are denied. Plaintiff's counsel emailed his meet and confer letter on December 8, 2025. This motion was filed on December 16, 2025. A simple phone call requesting the verification would have prevented Plaintiff from having to file this motion.

As specified above, the motion is DENIED or MOOT. Sanctions are DENIED.

C. Motion to Compel further responses to Form Interrogatories

Plaintiff moves to compel further responses to his Form Interrogatories, Set One. Plaintiff argues Defendant's responses were evasive, non-responsive, and set forth improper objections.

If a timely motion to compel has been filed, the burden is on the responding party to justify any objection or failure fully to answer the interrogatories. (*Coy v. Sup.Ct. (Wolcher)* (1962) 58 Cal. 2d 210, 220-221.)

Defendant was named in this lawsuit as the former owner and seller of the real property at issue in this case located at 196 Sotoyome Street in Santa Rosa. Plaintiff's complaint states that Defendant was named "for the purpose of preserving the applicable statute of limitations, pursuant to Provision 31, subsection C of the Agreement (defined below), which explicitly states, among other things: 'The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations […]'." (Complaint, ¶5.) The sole cause of action alleged against Defendant is Plaintiff's seventh cause of action for negligence. Plaintiff alleges that Defendant was negligent by listing and advertising inaccurate zoning information when it was marketing the subject property for sale. Plaintiff alleges Defendant represented the subject property was zoned residential when, in actuality, it was zoned commercial.

i. Verification

Defendant's counsel states that at the time responses were provided to Plaintiff's form interrogatories, he did not realize a verification was not attached. (Glassman decl., ¶3.) He states he later served the verification on January 13, 2026. (*Id.,* ¶4.)

The verification attached to the form interrogatories and dated December 4, 2025, was signed by Defendant's counsel. (Glassman decl., Exhibit A.) The verification Mr. Glassman states is for Plaintiff's form interrogatories indicates it is for Defendant's response to Plaintiff's requests for admissions. (*Id.,* Exhibit B.) A subsequent verification by Defendant's officer or agent is not attached to Mr. Glassman's declaration. (See CCP section 2030.250.) If a verification by Defendant's officer or agent was not served, Defendant is directed to provide one to support Defendant's substantive responses.

ii. Responses

Based upon the allegations in the complaint, Plaintiff's Form Interrogatory, No. 3.7 is unduly burdensome and overbroad.

Defendant responded to Form Interrogatory No. 12.4 stating: "Defendant has no knowledge of any photographs, films, or videotapes depicting any place, object, or individual concerning the alleged incident(s) or Plaintiff's alleged injuries." In addition, the interrogatory appears inapplicable to the subject matter of this case as it is intended primarily for personal injury cases.

Defendant responded to Form Interrogatory No. 15.1, stating that the disclosures it provided to Plaintiff required Plaintiff to investigate zoning and land use issues and that the title report affirmed that the subject property was zoned commercial. Defendant also responded that prior to the close of escrow, Plaintiff waived all contingencies and affirmed all investigations were concluded – i.e. that Plaintiff was satisfied with his investigation. Defendant also objected that the interrogatory called for preparation of a compilation.

In opposition, Defendant states that it subsequently produced over 100 pages of documents that supports its affirmative defenses.

Defendant did not specifically identify which disclosures or which title report. Nor did it provide the names, addresses, and telephone numbers of persons with knowledge of the facts; rather, it only stated that witnesses could be contacted through Defendant's counsel. As Defendant did not fully comply with the entire interrogatory and has not justified its objections, the motion is granted as to this interrogatory.

In response to Form Interrogatory No. 17.1, which asks whether the response to each request for admission served with these interrogatories is an unqualified admission, Defendant provided objections and stated it did not engage in any misrepresentation or non-disclosures. This response does not answer the question asked. Therefore, the motion as to this interrogatory is GRANTED.

Form Interrogatory, No. 50.1 requests information about the identity of each document that is part of the agreement and for each to state the name, address, and phone number of each person who has the document, as well as additional information. Defendant responded: "The Residential Purchase Agreement and related addenda and transaction-related documents, which will be produced as part of Defendant's document production." Defendant's respond is not complete. Therefore, as to this interrogatory, the motion is GRANTED.

Form Interrogatory No. 50.2 requests Defendant answer whether there was a breach of any agreement in the pleadings and, if so, to describe and give the date of every act or omission that you claim is the breach of the agreement. Defendant objected on the grounds that the interrogatory seeks a legal conclusion and that the information is the subject of expert testimony. Defendant has not answered the question nor does it justify its objections. Therefore, as to this interrogatory, the motion is GRANTED.

CCP section 2030.300(d) requires the court to impose sanctions "against any party, person, or attorney who unsuccessfully makes or opposes a motion to compel a further response to interrogatories, unless it finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust."

As this court's ruling goes both ways, both for and against Defendant, sanctions are denied.

Defendant is directed to provide further verification and further responses to Plaintiff's Form Interrogatories, Numbers 15.1, 17.1, 50.1, and 50.2 within 30 days of the service of this order. Sanctions are DENIED.

III. SI Motion

Pursuant to Code of Civil Procedure section 2023.010 and 2030.300, Plaintiff moves to compel Defendant to provide further responses, without objections, to Plaintiff's Special Interrogatories, Set One. Defendant requests sanctions in the amount of $5,176.50.

On September 5, 2025, Plaintiff propounded Special Interrogatories, Set One, on Defendant. (Mendelson decl., ¶3, Exhibit A.) After multiple extensions, on December 9, 2025, Defendant served unverified responses. (*Id.,* ¶4., Exhibit B.) Defendant subsequently provided the verification of Vice President Real Estate Strategy of Providence St. Joseph Healht, Jeremy Dibble. (Glassman decl., ¶3, Exhibit B.)

If a timely motion to compel has been filed, the burden is on the responding party to justify any objection or failure fully to answer the interrogatories. (*Coy v. Sup.Ct. (Wolcher)* (1962) 58 Cal. 2d 210, 220-221.)

a. Special Interrogatory, Number 1

Along with its usual argument as to Defendant's response to all of its interrogatories—that the response is evasive and incomplete—Plaintiff argues further response should be required because Defendant fails to identify all persons in its response. However, Defendant has listed the names of three people. It also responses "other employees and representatives of Compass California II, Inc." The latter would be better requested of defendant Compass California II, Inc. Plaintiff has not shown this response is incomplete or evasive.

b. Special Interrogatory, Number 3

This interrogatory requests Defendant identify documents, communications, and information it reviewed, relied upon, or possessed regarding the zoning classification of the property prior to listing the property for sale. Defendant objected and responded that it relied on joint broker Compass California II, Inc. regarding issues concerning the zoning classification. This response does not completely answer the question; particularly regarding what documents it possessed prior to the sale regarding the zoning classification. The motion as to this interrogatory is GRANTED.

c. Special Interrogatory, Number 5

This interrogatory seeks the identity of the persons involved in preparing, reviewing, and approving the MLS listing for the property and each person's role in that process. After objections, Defendant responded "employees and representatives of Compass California II, Inc." Clearly some individual within Defendant's organization had to communicate with Compass's employees and representatives. Defendant's response does not completely answer the question. The motion as to this interrogatory is GRANTED.

d. Special Interrogatory, Number 6

This interrogatory similarly requests the identity of an individual within Defendant's organization, which was not provided. The motion as to this interrogatory is GRANTED.

e. Special Interrogatory, Number 7

This interrogatory is overbroad as it seeks documents over a span of decades.

f. Special Interrogatory, Number 10

Defendant has not justified its objection. While the interrogatory does pertain to "any" use of the subject property, it is limited to Defendant's "knowledge" of prior use of the property. The motion as to this interrogatory is GRANTED.

g. Special Interrogatory, Number 11

Defendant's response improperly refers to "Defendant's forthcoming document production." It does not identify the documents that are the subject of the request. The motion as to this interrogatory is GRANTED.

h. Special Interrogatory, Number 13

Defendant's response does not identify the persons within its organization which participated in "drafting, reviewing, or approving" the description of the subject property. The motion as to this interrogatory is GRANTED.

i. Special Interrogatory, Number 14

This interrogatory is not overbroad as it pertains to the allegations against Defendant in the complaint. The motion as to this interrogatory is GRANTED.

j. Special Interrogatory, Number 15

Defendant has not justified its objections to this interrogatory. The motion as to this interrogatory is GRANTED.

k. Special Interrogatory, Number 16

This interrogatory follows up on Defendant's answer to Special Interrogatory Number 15. As Defendant has not justified its objection to number 15, it has not justified its objection to this interrogatory. The motion as to this interrogatory is GRANTED.

l. Special Interrogatory, Number 17

Defendant argues this response is overbroad in time and scope because it requests Defendant describe all communications without restriction "on time or even if in the context of this property sale."

The interrogatory is specifically restricted to communications "involved in the transaction RELATING to the PROPERTY, RELATING to zoning classification, permitted uses, or occupancy restrictions." As Defendant has not justified its objections, the motion as to this interrogatory is GRANTED.

m. Special Interrogatory, Number 18

These documents were necessarily provided to Plaintiff such that they should also be in Plaintiff's possession.

n. Special Interrogatory, Number 19

This interrogatory seeks to have Defendant provide a legal conclusion.

o. Special Interrogatory, Number 20

This interrogatory is overbroad as it seeks information that is not necessarily within Defendant's knowledge.

p. Special Interrogatory, Number 21

This interrogatory is overbroad as it would include communications irrelevant to the subject of this action.

q. Special Interrogatory, Number 22

Defendant responded to this interrogatory that it was unaware of any responsive documents.

As the ruling on this motion is both for and against Defendant in roughly equal proportion, sanctions are DENIED.

r. Conclusion

Defendant is directed to provide further responses to Plaintiff's Special Interrogatories, Numbers 3, 5, 6, 10, 11, and 13-17 within 30 days of the service of this order. Sanctions are DENIED.

IV. RFA Motion

Pursuant to Code of Civil Procedure sections 2023.010, 2033.280, and 2023.030, Plaintiff moves to deem requests for admissions served upon Defendant and the genuineness of any documents in the requests be deemed admitted. Plaintiff requests sanctions in the amount of $5,263.50.

On September 5, 2025, Plaintiff propounded Requests for Admission, Set One, on Defendant. (Mendelson decl., ¶3, Exhibit A.) On November 14, 2025, Defendant served responses.

(*Id.,* ¶4, Exhibit B.) However, the responses were not verified. (*Ibid.*) A verification was subsequently served on January 13, 2026. (Glassman decl., ¶3.) Therefore, **the motion is MOOT.**

In reply, Plaintiff argues sanctions are mandatory on this motion even for Defendant's counsel's inadvertent failure to provide the verification for the RFAs. Code Civ. Proc., § 2033.280(c) states, in part: "It is mandatory that the court impose a monetary sanction under Chapter 7 (commencing with Section 2023.010) on the party or attorney, or both, whose failure to serve a timely response to requests for admission necessitated this motion."

Plaintiff's counsel emailed his meet and confer letter on December 8, 2025. This motion was filed on December 16, 2025. A simple phone call requesting the verification would have prevented Plaintiff from having to file this motion. Thus, it is not clear that the motion was necessary. However, based upon the language of the statute, this court will award sanctions in the amount of $900.

As specified above, the motion is DENIED or MOOT. Sanctions are GRANTED in the amount of $900.

Subsequent to paying the necessary fees as indicated above, Plaintiff's counsel is directed to submit written orders to the court consistent with the above rulings and in compliance with Cal. Rules of Court, Rule 3.1312.

4. <u>25CV05320, Cushman & Wakefield US, Inc. v. Somo Village Commercial, LLC</u>

Defendant SOMO Village Commercial, LLC ("SOMO") demurs to the sole cause of action for fraud and deceit alleged in the Second Amended Complaint filed by Plaintiff Cushman & Wakefield U.S., Inc. ("CW") on the grounds of failure to state facts sufficient to constitute a cause of action and for uncertainty. **The demurrer is SUSTAINED without leave to amend.**

I. Second Amended Complaint

CW alleges that on April 11, 2018, it was retained by SOMO to be the listing broker for the SOMO Village Project ("Property") to find a tenant for the Property. The First Listing Agreement was for buildings within the Property, specifically 1100, 1200, 1300, 1400, and 1500 Valley House Drive. However, the CW Listing Team concentrated its efforts on the four commercial buildings since the industrial warehouse had a pre-existing extended lease. The First Listing Agreement specified CW would be paid a commission for procuring a tenant of 5% of the gross minimum rent in the first five years and 2% for the second five years and contained terms for payment of the tenant's agent. The First Listing Agreement expired by its terms in April 2019, was extended through March 30, 2020, and then no further formal extension was executed. (SAC ¶ 22.)

On September 23, 2023, CW and SOMO entered into a Second Listing Agreement for the industrial warehouse space at 1200 Valley House Drive. CW alleges this agreement repeated the same commission structure. It differed in that it only related to the industrial warehouse property located at 1200 Valley House Drive. Despite this, the SAC alleges that the CW Listing Team "considered he Second Listing Agreement as simply affirming its status as listing agent under the same terms and conditions as in the original Listing Agreement and repeated in the Second Listing Agreement, thereby together covering all buildings within the Property." (SAC, ¶29.)

CW alleges they obtained a premium tenant, PACE Supply Corp, and SOMO agreed to pay a full commission to the tenant's brokers, plus a half commission to the CW Listing Team. Despite this, CW alleges that SOMO refused to pay the CW Listing Team its commission but instead offered a substantially smaller amount of compensation.

II. Failure to State Facts Sufficient to Constitute a Cause of Action

SOMO argues four bases for failure to state facts sufficient to constitute a cause of action: (1) CW, as a licensed real estate broker, cannot establish reasonable or justifiable reliance — an essential element of fraud — on an alleged oral promise to pay a broker's commission, because a licensed broker's reliance on such a promise is unreasonable as a matter of law under Civil Code section 1624(a)(4) and *Phillippe v. Shapell Industries* (1987) 43 Cal.3d 1247, 1270; (2) The Tenant Commission Agreement executed between SOMO and CW — a fully integrated written agreement governing commissions for the PACE lease at 1500 Valley House Drive — supersedes and extinguishes any alleged prior oral understanding about a separate commission to CW's Listing Team; (3) The SAC fails to plead fraud with the particularity and specificity required under California law, including the failure to allege specific facts demonstrating that SOMO harbored an intent not to perform at the time of the alleged promise; and (4) Under the sham pleading doctrine, the prior pleadings and their attached exhibits — which CW has omitted from the SAC — must be read into the SAC, which confirm that no written commission agreement supports CW's claim.

III. Statue of Frauds – Lack of Written Commission Agreement

SOMO argues that CW's single cause of action for fraud and deceit fails to allege facts sufficient to constitute a cause of action because there is no written broker agreement between CW and SOMO, and CW could not have justifiably relied upon an oral commission agreement.

As a licensed real estate broker, CW is presumed to know that a broker's commission agreement must be in writing under California Civil Code section 1624(a)(4), and that an oral promise to pay such a commission is invalid and unenforceable. Civil Code section 1624, subdivision (d) provides that an agreement authorizing or employing an agent, broker, or any other person to purchase or sell real estate is invalid unless the agreement or some note or memorandum of the agreement is in writing and subscribed by the party to be charged or by his agent. (*Phillippe v. Shapell Industries* (1987) 43 Cal.3d 1247, 1255.) A broker's presumed knowledge of the statute of frauds precludes him or her from showing the reasonable reliance on an oral agreement for broker services. (*Id.,* at p. 1270.) There may be some instances where a broker can rely upon an oral representation, such as one that the necessary contract was already executed; however, a broker's reliance on an oral promise to pay a commission or an oral promise to execute the required writing at a later date cannot be sufficiently reasonable to support an action for fraud. (*Ibid*.)

In opposition, CW argues the law does not prevent liability for fraud based upon false promises or inducements, which it argues is alleged in the SAC. It argues that it alleges that SOMO represented—through words, conduct, and written communications—that it would pay a commission-and-a-half, induced Plaintiff's continued efforts on a substantial lease transaction, and never intended to perform. CW argues that the Second Listing Agreement between it and SOMO was "simply one more ratification by Defendant SOMO of Plaintiff CW as its listing agent for the Property, now that 1200 Valley House Drive was included with the other buildings." (SAC, ¶29.) CW argues it alleges cause of action for promissory fraud under California law. CW also appears to rely upon an email regarding its one-and-a-half commission terms. However, it acknowledges that SOMO did not confirm its acceptance of this term. Rather, it argues "SOMO never denied the obligation before the lease was executed around November 15, 2024. (SAC, ¶¶60-62.)."

CW attempts to distinguish between working as a broker for SOMO without a written agreement and being induced by SOMO to work as its broker without confirmation of agreed commission terms. This court does not see the distinction. An oral commission agreement is invalid under Civil Code section 1624(d). (*Phillippe, supra,* at p. 1270.)

IV. Integration Clause

CW also attempts to merge the First Listing Agreement into the Second Listing Agreement. However, by its express terms the Second Listing Agreement only applied to 1200 Valley House. (First Amended Complaint, Exhibit B.)

In addition, the Commission Agreement for Lease pertaining to the PACE tenancy states it is: "specific to C&W procuring agents only (Tony Lucchesi & Niels von Doepp)." (FAC, Exhibit C.) Section 7 of the Commission Agreement states: "Entire Agreement. This agreement is the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this agreement without the written consent of both Landlord and C&W." (*Ibid*.)

In opposition, CW argues that the SAC alleges the Tenant Commission Agreement was specific to the Lucchesi Tenant Team and did not address the separate Listing Team commission promised by SOMO. (SAC, ¶¶47, 53-57.) The court finds this argument unpersuasive.

CW is a party to the Tenant Commission Agreement. The integration clause therefore makes it clear that CW and SOMO have not agreed to any other terms regarding commissions for the PACE tenancy. The integration clause also reinforces the unreasonableness of CW's reliance on an alleged oral promise of additional commissions from the PACE tenancy.

V. Heightened pleading standards for Fraud

Fraud must be alleged with specificity. "In California, fraud must be pled specifically; general and conclusory allegations do not suffice." (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 645.) "This particularity requirement necessitates pleading *facts* which show how, when, where, to whom, and by what means the representations were tendered." (*Ibid*, emphasis in original.) When a fraud claim is asserted against a corporate or entity defendant, the plaintiff must "allege the names of the persons who made the allegedly fraudulent representations, their authority to speak, to whom they spoke, what they said or wrote, and when it was said or written." (*Ibid*.)

The SAC only alleges that SOMO agreed to pay the commission-and-a-half to CW's Listing Team; it does not provide specific allegations regarding who within SOMO made these representations, when, or what specifically was stated. Therefore, it does not meet the pleading standards for fraud.

VI. Sham Pleading

SOMO also argues that the SAC is a sham pleading because it attempts to avoid the defects in the FAC by failing to attach the parties' written agreements to it. As demonstrated above, this court has taken judicial notice of the exhibits attached to the FAC.

SOMO also argues that the new narrative in the SAC is inconsistent with the prior pleadings. It is not clear to this court that the narrative in the SAC is inconsistent. However, the court does not need to reach this issue as SOMO has demonstrated the allegations are barred by the statute of frauds.

VII. Conclusion

CW cannot overcome the finding that allegations in the SAC allege an oral broker's commission agreement, which is invalid and unenforceable. The only written agreement pertaining to commissions for procuring PACE as a tenant contains an integration clause which further precludes the reasonableness of CW's claim of an additional commission agreement. Accordingly, SOMO's demurrer is SUSTAINED.

CW has not shown how it could possibly amend the complaint. It is this court's opinion that CW cannot truthfully do so to allege a valid cause of action. Accordingly, leave to amend is DENIED.

SOMO's counsel is directed to submit a written order to the court consistent with this ruling and in compliance with Cal. Rules of Court, Rule 3.1312.

5. <u>25CV05698, Capital One N.A. v. Laqere</u>

Plaintiff Capital One, N.A. ("Plaintiff") moves for an order vacating the dismissal entered against Defendant Ilaisa M. Laqere ("Defendant") and for entry of judgment under the terms of the stipulated settlement of this case.

Pursuant to the stipulated settlement, Defendant has agreed to pay Plaintiff the settlement sum of $3,434.00 in certain specified payments. In the event of default on the payment plan, Defendant agrees to pay the full balance due on the account, plus costs, less payments received before any default.

The motion is GRANTED. Judgment shall be entered according to the terms of the parties' stipulated settlement agreement. The court will sign the proposed order and judgment.

6. SCV-267244, A.A. Fahden LLC v. Fahden

Defendants and Cross-Complainants Lyall Fahden, Karen Fahden, Hans Fahden Vineyards, LLC and Fahden Farms, GP (collectively, "Cross-Complainants") move for an order permitting them to file an amended cross-complaint.

On August 25, 2026, the parties appeared before this court and represented they had settled the matter. Accordingly, **Cross-Complainants' motion is DROPPED as MOOT.**