

TENTATIVE RULINGS: SPECIAL SET

Wednesday, October 15, 2025 at 3:30 p.m.
Courtroom 18 – Hon. Christopher Honigsberg
Civil and Family Law Courthouse
3055 Cleveland Avenue
Santa Rosa, California 95403

The tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument, **YOU MUST NOTIFY** the Judge's Judicial Assistant by telephone at **(707) 521-6604**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

If the tentative ruling is accepted, no appearance is necessary unless otherwise indicated.

TO JOIN ZOOM ONLINE:

Department 18:

Meeting ID: **160—739—4368**

Password: **000169**

<https://sonomacourtorg.zoomgov.com/j/1607394368?pwd=aW1JTWIL3NBeE9LVHU2NVVpQIVRUT09>

TO JOIN ZOOM BY PHONE:

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

Call: +1 669 900 6833 US (San Jose)

Unless notification of an appearance has been given as provided above, the tentative ruling shall become the ruling of the Court the day of the hearing at the beginning of the calendar.

1. SCV-268124, M.A. Silva Corks, USA, LLC vs. Ursus Development Group, Inc., et al.

This matter comes before the Court due to GAF Materials LLC's motion, filed on September 12, 2025, for an order determining whether their bond is a sufficient undertaking. The Court entered judgment on December 17, 2024, and GAF obtained an undertaking and informed Plaintiffs by March 14, 2025. The total GAF undertaking is \$2,691,709.84. The amount of this undertaking is one and one-half times the December 2024 judgment against GAF which, after offsets, amounted to \$1,794,472.69.

As a result of post-trial motions, on July 22, 2025, the judgment as to GAF was amended to include costs, expert witness fees and pre-judgment interest awarded to Plaintiffs. The total amount of the amended judgment against GAF is \$2,440,388.02. Plaintiffs insist GAF post a supplemental bond to cover the additional amount that was awarded. GAF argues the increase in the amended judgment is comprised of costs and the law does not require a bond for costs. GAF also argues that Plaintiffs failed to timely object to GAF's bond and therefore have forfeited any claim that GAF's bond is

insufficient. Plaintiffs argue that circumstances have changed and therefore their objection is timely, and costs are included in the judgment unless the damages portion of a judgment has been paid.

Changed Circumstances

GAF argues that Plaintiff forfeited any objection to the undertaking by failing to raise a timely objection to its original bond. Plaintiffs argue the original bond was sufficient for the original judgment, but once the Court filed the amended judgment then GAF's bond was insufficient and therefore circumstances changed, and Plaintiffs are now permitted to object to GAF's bond and insist GAF obtain an additional bond.

Arguably, Plaintiffs have not made a formal objection with the Court as required by CCP section 995.930(a), rather GAF preemptively brought this motion for the Court to determine the sufficiency of their bond and Plaintiffs filed an opposition which included, within the opposition, an objection to the sufficiency of the bond. It appears from the briefs and declarations that the parties met and conferred and attempted to informally resolve their dispute. The Court always appreciates when parties attempt informal resolution of issues and even though there may have been deviation from strict procedure the Court will decide this case on the merits.

Code of Civil Procedure section 995.930(c) states, "If no objection is made within the time required by statute, the beneficiary is deemed to have waived all objections except upon a showing of good cause for failure to make the objection within the time required by statute *or of changed circumstances.*" (emphasis added)

Code of Civil Procedure section 996.010(a) states, "[i]f a bond is given in an action or proceeding, the court may determine that the bond is or *has from any cause become* insufficient because the sureties are insufficient or because the amount of the bond is insufficient." (emphasis added)

In support of their position, Plaintiffs cite *Grant v. Superior Court* (1990) 225 Cal.App.3d 929. In *Grant*, the trial court ordered an increased bond. The court of appeal agreed with the trial court that requiring an increased bond was proper when changed circumstances may render the original bond insufficient.

The Court agrees with Plaintiffs that circumstances have changed which permit Plaintiffs to object to GAF's bond. The bond was sufficient at the time it was posted, but it has since become insufficient as the judgment was amended.

Cost-Only Judgments

GAF next argues they are not required to post an additional bond because their undertaking covers one and one-half times the original damages judgment. GAF argues the amended judgment only added costs and bonds are not required to cover costs.

First, a review of some of the pertinent statutes is helpful.

Code of Civil Procedure section 916(a) states "[e]xcept as provided in Sections 917.1 to 917.9, inclusive, and in section 116.801, the perfecting of an appeal stays proceedings in the trial court upon the judgment or order appealed from or upon the matters embraced therein or affected thereby,

including enforcement of the judgment or order, but the trial court may proceed upon any other matter embraced in the action and not affected by the judgment or order.”

Code of Civil Procedure section 917.1 states as follows:

- (a) Unless an undertaking is given, the perfecting of an appeal shall not stay enforcement of the judgment or order in the trial court if the judgment or order is for any of the following:
 - (1) Money or the payment of money, whether consisting of a special fund or not, and whether payable by the appellant or another party to the action.
 - (2) Costs awarded pursuant to section 998 which otherwise would not have been awarded as costs pursuant to Section 1033.5.

...

- (d) Costs awarded by the trial court under Chapter 6 (commencing with Section 1021) of Title 14 *shall be included* in the amount of the judgment or order for the purpose of applying paragraph (1) of subdivision (a) and subdivision (b). However, no undertaking shall be required pursuant to this section solely for costs awarded under Chapter 6 (commencing with Section 1021) of Title 14. (emphasis added)

In *Quiles v. Parent, Jr.* (2017) 10 Cal.App.5th 130, the defendant/appellant satisfied the damages portion of the judgment and only appealed the costs and attorney fees that were awarded by the trial court during post-trial litigation. The defendant/appellant did not obtain a bond to cover the costs and attorney fees which were all that comprised the remaining judgment after payment of the damages portion of the judgment.

This lengthy quote from *Quiles* is helpful.

The amended judgment included awards for damages (\$208,500), attorney fees (\$689,310.04), and costs (\$50,591.69). Totaled up, Parent was ordered to pay Quiles \$948,401.73. No costs were awarded pursuant to section 998 (e.g. expert witness fees). Nor were costs awarded pursuant to section 1141.21 (i.e. costs and fees arising out of a trial de novo in a limited civil matter).

The judgment was clearly a money judgment under section 917.1, subdivision (a)(1), which needed to be bonded for a stay of enforcement to occur. An appropriate undertaking would amount to at least one and one-half times the judgment. (See § 917.1, subd. (b).) And the undertaking would be calculated based on the entire judgment (\$948,401.73), not just the damages award. (*Vadas v. Sosnowski* (1989) 210 Cal.App.3d 471, 473, 258 Cal.Rptr. 374 [“costs shall be part of the amount of the judgment for purposes of the undertaking”]; see § 917.1, subd. (d) [“Costs awarded by the trial court under Chapter 6 (commencing with Section 1021) of Title 14 shall be included in the amount of the judgment or order for the purpose of applying paragraph (1) of subdivision (a) and subdivision (b).”].)³

Quiles v. Parent, 10 Cal. App. 5th 130 at 137

The *Quiles* case discussed the position taken by Parent when Parent elected to pay off the damages and interest and only appeal the attorney fees and costs. Parent argued by paying off the damages and interest he converted the money judgment into a judgment solely for costs. Parent cited to *Ziello v. Superior Court* (1999) 75 Cal.App.4th 651, in support of his position.

In *Ziello*, judgment for damages was entered in favor of judgment creditors. During post-judgment litigation, the trial court awarded costs and attorney fees to judgment creditors. The judgment debtor paid the damage award plus interest and then solely appealed the order finding judgment creditors were the prevailing party and entitled to costs and attorney fees. The *Ziello* court held that since judgment debtors paid the damages plus interest and were “careful” to only appeal the prevailing party determination, judgment debtor was not required to post a bond for solely the attorney fees and costs.

The court in *Quiles* agreed with the holding in *Ziello* and stated, “[a]pplying *Ziello* to the facts here, it is clear that Parent is appealing only the awards of attorney fees and costs and not the underlying damage award. Parent has satisfied the underlying damage award.” *Quiles* at 139.

The statutes and cases explain that enforcement of *cost-only* judgments is automatically stayed upon the filing of an appeal. However, this is not a cost-only judgment. When a case concludes, there is only one judgment. There are not multiple judgments or piecemeal judgments. GAF is appealing the entire judgment which consists of damages, prejudgment interest, costs, and expert witness fees. GAF must obtain an additional or supplemental bond to cover the difference between the amount of current bond and one and one-half times the amended judgment.

The Court’s Discretion

GAF argues that the Court has discretion to find the current bond sufficient. However, GAF hasn’t offered any compelling reason for the Court to stray from the guidelines in CCP 917.1. That section requires the bond to be one and a half times the judgment to cover the judgment amount plus interest incurred on appeal and costs on appeal. It also specifically states in subsection (d) that “Costs awarded by the trial court under Chapter 6 (commencing with Section 1021) of Title 14 shall be included in the amount of the judgment or order for the purpose of applying paragraph (1) of subdivision (a) and subdivision (b).”

GAF points to the bonds posted by other defendants who are jointly and severally liable for Plaintiffs’ damages. However, GAF hasn’t cited any authority that says that this should be a factor when considering the sufficiency of GAF’s bond. Plaintiff makes a compelling argument that if the other defendants are successful in their appeal, GAF would be the only Defendant responsible for the roof damages. GAF’s bond must be sufficient without considering the other bonds.

Conclusion

GAF is ordered to obtain an additional or supplemental bond equal to one and one-half times the amended judgment filed July 22, 2025. GAF shall obtain the supplemental bond within thirty days of being served with this order.

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

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