

TENTATIVE RULINGS

LAW & MOTION CALENDAR

Wednesday, October 21, 2026, 3:00 p.m.

Courtroom 16 – Hon. Bradford DeMeo 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) 521-6729**, 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. 24CV02971, Maverick Excavating, Inc. v. Dalk.

Defendant and Cross-Complainant Jason Dalk (“Dalk”) moves for sanctions under CCP section 128.7 against Cross-Defendants Maverick Excavating Inc., Herring & Son Construction Inc., Vince Herring, and Tiffany Herring (“Cross-Defendants”) and their attorney of record in the amount of \$61,947.30.

I. Legal Standards

CCP section 128.7(a) provides, in part: “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.”

“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 128.7(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).)

The evidentiary burden to escape sanctions under CCP § 128.7 is “light.” Counsel only needs to have “made a reasonable inquiry into the facts and entertained a good faith belief in the merits of the claim” and “need not amass even enough evidence to create a triable issue of fact” as in summary judgment proceedings or show counsel could overcome a demurrer. (*Kumar v. Ramsey* (2021) 71 Cal. App. 5th 1110, 1126.)

II. Dalk’s Arguments

a. Cross-Defendant’s Motion for Sanctions

Dalk first argues that Cross-Defendant’s 128.7 motion challenged a pleading which was obviously fact-bound and reasonably well pled. Dalk argues that Cross-Defendants argued on their 128.7 motion that because Dalk was previously paid \$43,000, withdrew his complaint with the Labor Commissioner, allegedly failed to provide adequate evidentiary support for his Labor Commissioner complaint, and/or allegedly proffered damage claims that differ from previous iterations or demands, that his Labor Code claims were without merit. Dalk argues that these arguments did not establish that Dalk’s Labor Code claims are without merit or were made for an improper purpose. Dalk goes on to argue that his claims are reasonably well pled, are supported by his declaration, and were made in good faith.

Dalk fails to address the actual arguments made in Cross-Defendants’ motion for sanctions under CCP section 128.7. He only argues that, from his point of view, he has a solid case supported by evidence. However, as he has failed to address the actual arguments made by Cross-Defendants, he has not shown that they are completely and totally without merit. Nor has he attempted to show that Cross-Defendants failed to make a reasonable inquiry into the facts and could not have entertained a good faith belief in the merits of their arguments.

b. Cross-Defendants’ Demurrer

Dalk also argues that Cross-Defendants’ demurrer to Dalk’s cross-complaint was an abuse of process because it was based upon his failure to timely serve his complaint pursuant to Cal. Rules of Court, Rule 3.110(c).

Cross-Defendants’ demur to Dalk’s original cross-complaint contained numerous arguments. The demur based upon CRC, Rule 3.110(c) was one of several arguments. Dalk has not addressed the entirety of the demurrer and has thus not shown it was completely without merit.

III. Conclusion

Dalk has failed to meet his burden on this motion. Accordingly, **the motion is DENIED.**

As no opposition has been filed, the court’s minute order shall constitute the order of the court.

2. 25CV03393, Doe v. County of Sonoma

Defendant County of Sonoma (“County”) moves for an order staying the action until such time as the ongoing action in the matter of *C.(K.) v. County of Merced* (Cal 2025) 569 P.3d 1139, which is currently pending review before the Supreme Court of California, is resolved.

I. Complaint

Plaintiff Jane Doe (“Plaintiff”) alleges in her complaint that the County was responsible for her as a ward of the Juvenile Court and was responsible for selecting, supervising, placing, and protecting Plaintiff during her time at the Valley of the Moon Children’s Home, in foster care, and in group homes. Plaintiff alleges she was the victim of unlawful, felonious, physical/sexual abuse, neglect and other misconduct while a minor child and dependent of the juvenile dependency court and while in the care, custody, and control of the County from about 2005 to about 2009. Plaintiff alleges causes of action for negligence and breach of mandatory duties.

II. Legal Authority

Civil Code of Procedure section 128(a)(3) provides: “Every court shall have the power to do all of the following:” ... “To provide for the orderly conduct of proceedings before it, or its officers.”

A court ordinarily has inherent power, in its discretion, to stay proceedings when such a stay will accommodate the ends of justice. (*OTO, L.L.C. v. Kho* (2019) 8 Cal.5th 111, 141.) The power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants. (*Ibid.*)

The traditional standards to determine whether a case should be stayed are: “(1) whether the stay applicant has made a strong showing that he is likely to succeed on the merits; (2) whether the applicant will be irreparably injured absent a stay; (3) whether issuance of the stay will substantially injure the other parties interested in the proceeding; and (4) where the public interest lies.” (*Nken v. Holder* (2009) 556 U.S. 418, 426.)

The proponent of a stay bears the burden of establishing its need. (*Clinton v. Jones* (1997) 520 U.S. 681, 708.) A stay is an “intrusion into the ordinary processes of administration and judicial review.” (*Nken v. Holder, supra*, 556 U.S. at p. 427.) It is not a matter of right, even if irreparable injury might otherwise result. (*Ibid.*)

III. *K.C. v. County of Merced* (2025) 109 Cal.App.5th 606

In *K.C. v. County of Merced*, the plaintiff appealed from judgment of dismissal entered in favor of defendant County of Merced (County) following sustention of a demurrer without leave to amend. The plaintiff contended that negligent acts and/or omissions of County and/or County's employees proximately caused the childhood sexual assault that resulted in her injuries. In view of statutes granting discretionary immunity to public employees and derivative immunity to public entity employers, the appellate court concluded that the demurrer was properly sustained. (*Id.*, at p. 610.)

The plaintiff had alleged that she was sexually abused and assaulted in foster care while under the legal custody, care, and control of County and consequently suffered physical, psychological, and emotional injuries. (*Id.*, at p. 614.)

The demurrer was sustained without leave to amend because Government Code section 820.2 shields County social service providers from liability for making discretionary determinations to take

investigative or corrective action in response to reports of abuse. (*Id.*, at p. 612.) Where County social service providers are immune, the County is immune. (*Ibid.*)

The case was taken up for review by the California Supreme Court. (*C. v. County of Merced* (Cal. 2025) 333 Cal.Rptr.3d 361.)

IV. Analysis

In the instant complaint, Plaintiff alleges violations of a mandatory duties under the Child Abuse and Neglect Reporting Act (CANRA) (Penal Code section 1164, et seq.), Penal Code sections 11165.7(a)(15) and (18), 11165.9, and Welfare and Institutions Code Sections 328, 16504(a), 16501(d), and/or 16501(f) and/or DSS Regulations 31-101, 31-105, 31-110, 31-115, 31-120, and/or 31-125.

Gov. Code section 815.6 provides: “Where a public entity is under a mandatory duty imposed by an enactment that is designed to protect against the risk of a particular kind of injury, the public entity is liable for an injury of that kind proximately caused by its failure to discharge the duty unless the public entity establishes that it exercised reasonable diligence to discharge the duty.”

Thus, the main question in this case is whether the County failed to comply with mandatory duties. *K.C. v. County of Merced* addresses discretionary immunity to public employees and derivative public entity employer immunity. Thus, the California Supreme Court’s decision on the issue of discretionary immunity under Government Code section 820.2 may impact Plaintiff’s negligence claim regarding social workers’ discretionary decisions but it does not govern the entire outcome of this case.

The County argues that if a stay is not granted it will suffer irreparable harm. However, it only points to “lacking the benefit of on-point legal authority on a key issue” (Memo., 7:27) such that it will be forced to litigate an issue that may potentially be barred. It does not cite authority that ordinary litigation burdens amount to irreparable harm. Legal issues are continually developing but that does not justify staying the entirety of every action that may be partially impacted.

The interests of justice do not support staying all of Plaintiff’s claims for an unknown period of time. Substantial time has already passed since the alleged abuse. Further delay continues to compromise the recovery of evidence.

In reply, the County states that it is agreeable to a partial stay to permit continued discovery, so long as the currently set trial date and accompanying deadlines for the County’s motion for summary judgment and/or adjudication are vacated until *K.C.* is resolved. The County argues that issuing a partial stay of this nature will eliminate Plaintiff’s concerns regarding discovery, especially as to the mandatory duty cause of action, while still eliminating any prejudice that remains as to Plaintiff’s negligence claim.

K.C. v. County of Merced (2025) 109 Cal.App.5th 606 held that discretionary immunity and derivative public entity employer immunity applied to social workers’ decisions regarding recipient’s reports of abuse in foster homes. Thus, it would seem that a stay of the impacted portion of this action would benefit Plaintiff if the California Supreme Court reverses the appellate court’s

decision. As such, since both parties appear willing to stay the action as to this narrow issue, this court will grant the County's request for a partial stay.

V. Conclusion

The motion is DENIED, except as to the issue of discretionary immunity and derivative public entity employer immunity applied to social workers' decisions regarding recipient's reports of abuse in foster homes as addressed in *K.C. v. County of Merced* (2025) 109 Cal.App.5th 606.

Plaintiff'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.

3. **25CV06010, Synchrony Bank v. Chavez**

Appearances required.

4. **25CV006525, Wahl v. General Motors, LLC.**

Plaintiff Jack Eric Wahl ("Plaintiff") moves for leave to file a First Amended Complaint. Plaintiff seeks to add causes of action under the Magnuson-Moss Warranty Act and California Uniform Commercial Code in addition to Plaintiff's existing causes of action for breach of express warranty and breach of implied warranty.

The motion is GRANTED. Plaintiff may file a First Amended Complaint within 20 days of this order.

5-6. **25CV07912, Jussila v. AAA Insurance Company**

This matter is on calendar for two motions to compel further. The first is the motion of Plaintiff Linda Jussila ("Plaintiff") to compel Defendant CSAA Fire and Casualty Insurance Company ("CSAA") to provide further, code-compliant responses to Plaintiff's Requests for Production of Documents, Set One (Nos. 1-14) and Set Two (No. 15), and to produce all responsive documents, including a privilege log identifying any documents withheld on grounds of privilege. Plaintiff requests sanctions in the amount of \$3,560.

The second motion is that of Plaintiffs John Jussila and Linda Jussila to compel CSAA to serve verified, complete, and code-compliant further responses to Plaintiff Linda Jussila's Form Interrogatories, Set One (Interrogatory Nos. 7.1, 7.2, 9.1, 9.2, 12.1, 13.1, 13.2, and 14.1 - Series 7, 9, 12, 13, and 14), without objection, and compelling Defendant CSAA to serve verified, complete, and code-compliant further responses to Plaintiff Linda Jussila's Form Interrogatories, Set Two (No. 17.1), without objection. Plaintiffs request \$3,860 in sanctions on this motion.

In addition to the two motions to compel further on this calendar, Plaintiff Linda Jussila has filed a motion to compel further responses to her third set of requests for admissions and a motion to compel further responses to her third set of form interrogatories, both set to be heard on February 10, 2027. She also has filed a motion to compel further responses to her third sets of special interrogatories and requests for production. The hearings on those motions are set for December 2, 2026.

For its part, Defendant CSAA has filed a motion to compel further responses from plaintiff Linda Jussila to its first set of form interrogatories and a motion to compel further responses from Plaintiffs to its special interrogatories, both set to be heard on February 10, 2027. It also has filed a motion to compel Plaintiffs to produce documents in responses to its first set of requests for production of documents, set for December 2, 2026.

Discovery is meant to be self-executing. This court does not have the time and resources to address what amounts to nine discovery motions in this case. As the parties' counsel are unable to productively work together to produce discovery in this matter, this court finds a discovery referee is needed.

By October 23, 2026, the parties are ordered to either submit the name of an agreed upon Discovery Referee, or if there is no agreement, each party shall submit three nominees to the Court. The Court will then appoint a Discovery Referee nominee against whom there is no legal objection. (Code of Civil Procedure section 640(a) and (b).) The names of proposed Discovery Referees shall be submitted in writing in the form of a pleading and electronically filed with the Clerk's Office, with a courtesy copy delivered to chambers.

The Court will issue an Order Appointing Referee after receiving an agreed upon selection or each party's nominees. The Discovery Referee's fees will be shared equally by Plaintiffs and CSAA unless the Discovery Referee has good cause to recommend that the fees are paid on a different basis.

Any objection to this Notice of Intent to Appoint a Discovery Referee shall be filed with the Court within 5 days of the service of this Notice and Order.

The court hereby vacates all discovery motions pending in this case.

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

7. 25CV08600, Tarantino v. Benchmark Builders, LLC

Defendant Eduardo De Arkos ("Defendant") moves to set aside the entry of default entered against him.

I. Failure to Serve Motion

In opposition, counsel for Plaintiffs John Tarantino and Laura Tarantino ("Plaintiffs") argues that this motion should be denied because Defendant failed to serve them with the motion. Plaintiffs' counsel states that she happened to come across the motion while reviewing the docket.

Generally, this court would grant a continuance to allow Defendant to serve the motion—not deny the motion outright. Plaintiffs have not requested a continuance to allow them more time to respond. If necessary, this court is willing to grant a short continuance if Plaintiffs did not have sufficient time to respond to Defendant's motion.

II. Entry of Default - Procedure

Citing *Engebretson & Co. v. Harrison* (1981) 125 Cal.App.3d 436, Defendant argues that entering a default against him while the primary defendants remain unserved would result in inconsistent judgments and is therefore procedurally improper. *Engebretson* does not so hold. That case involved the issue of service of an amended complaint on a defaulted defendant.

Defendant also cited “*Beam v. Health Plan of the Redwoods* (1990)” for the same proposition. This court did not find any case by that name.

In addition, the other defendants in this action were served via publication which was completed on June 3, 2026. (Jaffee decl., ¶10.) The defaults of Benchmark Builders, LLC, and Nicholas Kimber were entered on July 8, 2026. (Jaffee decl., Exhibit 4.)

III. Tender of Claim to Insurance

Defendant argues that three days after he was served with the complaint in this action, he contacted his insurance provider, State Farm, through his agent, Louis Jenkins. Defendant was personally served with summons and complaint on January 16, 2026. (March 24, 2026, Proof of Service of Summons.) On January 19, 2026, Defendant emailed “gjenkins@farmersagent.com.” In the email, Defendant informed Mr. Jenkins of ongoing litigation involving 3427 Parker Hill Rd. Santa Rosa (“3427 Parker Hill Rd.”) and that Defendant was served with a complaint from the Owners of 3427 Parker Hill regarding a construction defect. (De Arkos decl., Exhibit A.) Defendant stated that he had searched his records and found a variety of policies, including a vacant lot liability insurance policy, a mortgage insurance policy, and a builder’s risk insurance policy, all purchased through Mr. Jenkins’s firm. (*Ibid.*) Defendant mentioned the attorney representing him in ongoing litigation and stated, “Mr. Nellessen has a vast amount of knowledge on the property and both the original general contractor, and the general contractor that completed the home. This will save a lot of money and expedite the process,” seeming to imply that Mr. Jenkins should be on board with Mr. Nellessen’s representation. (*Ibid.*)

Defendant argues that he reasonably relied upon State Farm and American Zurich Insurance Company (“Zurich”), the latter of which obtained notice of the claim through Mr. Jenkins. Defendant supplies an email dated February 11, 2026, directed to Defendant from Edward Burek at Zurich. (De Arkos decl., Exhibit B.) Mr. Burek thanked Defendant for speaking with him regarding the claim for damage at 3427 Parker Hill Rd., and requested Defendant forward Mr. Burek’s information to Defendant’s attorney so that Mr. Burek could get additional information. (*Ibid.*)

On April 20, 2026, Mr. Burek emailed a document regarding coverage review for damage claims at 3427 Parker Hill Rd. (De Arkos decl., Exhibit C.) The attached document stated that, based on Zurich’s review of the allegations in the complaint, information obtained to that date, and a complete review of the applicable policy forms, Zurich determined that no coverage was available under the Defendant’s policy based upon the allegations and damages asserted in the complaint. (*Ibid.*)

Defendant argues that he reasonably relied upon Zurich to fulfill its duty to defend and to file a responsive pleading on his behalf. Defendant argues that if Zurich had fulfilled its duty to defend, a responsive pleading would have been timely filed. He cites *Montrose Chemical Corp. v. Superior*

Court (1993) 6 Cal.4th 287, arguing that an insurer's duty to defend arises immediately upon tender of a claim.

A liability insurer owes a broad duty to defend its insured against claims that create a potential for indemnity. (*Montrose Chemical Corp. v. Superior Court* (1993) 6 Cal.4th 287, 295.) The carrier must defend a suit which *potentially* seeks damages within the coverage of the policy. (*Ibid.*) The determination whether the insurer owes a duty to defend usually is made in the first instance by comparing the allegations of the complaint with the terms of the policy. (*Ibid.*) Facts extrinsic to the complaint also give rise to a duty to defend when they reveal a possibility that the claim may be covered by the policy. (*Ibid.*) The defense duty is a continuing one, arising on tender of defense and lasting until the underlying lawsuit is concluded or until it has been shown that there is *no* potential for coverage. (*Ibid.*)

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.) Defendant has met that minimal burden. Plaintiffs have not demonstrated prejudice.

IV. Conclusion

The motion is GRANTED. Defendant may file his responsive pleading within 5 days of this order.

Defendant 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.

8-9. 26CV00855, Hillier v. Faller

I. Motion to Expunge Lis Pendens

Defendant Buffalo Park, LLC ("Defendant" or "Buffalo Park") moves for an order expunging the lis pendens recorded by Plaintiffs Heather Hillier and W.B., a minor ("Plaintiffs") on February 25, 2026, as Document No. 2026008669, in the official records of the County of Sonoma, State of California, on the real property located at 241 Davis Lane, Penngrove, CA 95951, APN 047-202-026-000 ("Property"). Defendant seeks an award of attorneys' fees and costs in accordance with Code of Civil Procedure section 405.38 in the amount of \$9,080.

Proof of service filed with this motion indicates that the motion was served on Plaintiffs on April 23, 2026. However, the motion was not filed until May 5, 2026. Therefore, the motion served could not have contained the hearing date. No amended proof of service has been filed showing service of the motion after it was filed and the hearing date scheduled. Therefore, this motion is **CONTINUED to December 2, 2026, at 3:00 p.m., in Department 16, to allow Buffalo Park to file an amended proof of service.**

II. Demurrer

Defendant Buffalo Park, LLC ("Defendant" or "Buffalo Park") demurs to the First Amended Complaint ("FAC") filed by Plaintiffs Heather Hillier ("Hillier") and W.B., a minor (together

“Plaintiffs”). The demurrer is made on the grounds: (1) Plaintiffs lack standing to assert any of the real property claims alleged against Buffalo Park, as Plaintiffs never held legal title to the subject property and expressly disclaimed any interest therein; (2) The first through third causes of action for quiet title, declaratory relief, and cancellation of instruments each fail to state facts sufficient to constitute a cause of action against Buffalo Park; (3) each cause of action alleged against Buffalo Park is barred on its face by the applicable statute of limitations; and Buffalo Park is a bona fide encumbrancer and purchaser for value without notice and therefore takes title free and clear of Plaintiffs’ asserted claims.

A. Complaint

This action involves real property located at 241 Davis Lane, Penngrove, California 94951 (APN 047-202-026-000) (the “Property”). The Property is a working residential farm and includes animals and facilities that provide therapeutic support for Hillier’s minor child, W.B. The Property was acquired on or about July 31, 2019, during the marriage of Hillier and defendant Warren Boyd (“Boyd”). Plaintiffs allege that the down payment, closing costs, loan origination fees, and all other funds used to acquire the Property were community funds earned by Hillier and Boyd during their marriage. Plaintiffs allege that from the date of acquisition to the present, all mortgage payments, property taxes, insurance premiums, maintenance expenses, and capital improvements to the Property have been paid with community funds and/or from Hillier’s separate funds, or from community labor.

Plaintiffs allege that defendant Justin Helwig (“Helwig”) was at all relevant times a partner, officer, and/or controlling member of Wavelengths Recovery, LLC (“Wavelengths”) and personally participated in the procurement, execution, and recordation of the alleged void interspousal transfer deed (“Transfer Deed”). Plaintiffs allege Wavelengths is directly connected to and benefitted from the commercial loan and financial transactions that leveraged the Property as collateral and that the Transfer Deed was procured to facilitate Wavelength’s business financing and the personal financial interests of Helwig. Plaintiffs allege that Helwig arranged for Boyd to take title to the Property as separate property without disclosing to Hillier the reason for the structure or its legal effect on her rights. In furtherance of that goal, Helwig presented Hillier with a thick packet of documents while she was at work and informed her that she needed to sign immediately and that she could review the documents later. She alleges she did not receive a copy of the signed documents and did not know that she was signing the Transfer Deed.

On or about January 30, 2022, Boyd executed the Infinity Deed of Trust (“Infinity DOT”) against the Property which purported to pledge the Property as security for commercial loans and/or a line of credit for the benefit of Wavelengths and Helwig. On or about September 24, 2024, Infinity executed and recorded an assignment of the Infinity DOT to Buffalo Park, LLC (“Buffalo Park”). Prior to the trustee’s sale of the Property, after Hillier learned of the encumbrance on the Property, she contacted defendants Buffalo Park and Cody Faller, its managing member, manager, officer, director, principal, and/or controlling agent and informed them that she had not consented to the encumbrance. Despite this, on or about August 1, 2025, Buffalo Park proceeded with a nonjudicial trustee’s sale where it acquired the Property by credit bid against the purported debt secured by the Infinity DOT.

B. Standing

As against defendant Buffalo Park, Hillier alleges causes of action for Quiet Title, Declaratory Relief, Cancellation of Instruments, and Intentional Infliction of Emotional Distress. Buffalo Park argues that Hillier does not have standing to allege causes of action based upon title ownership of the Property because she never had any interest in the Property, or at least not record title. The August 5, 2019, Grant Deed shows that the Property was transferred from Daniel J Wheeler and Soonmyo B Wheeler to “Warren Boyd, a married man as his sole and separate property.” (Request for Judicial Notice, Exhibit 1.) On July 31, 2029, Hillier signed the Transfer Deed disclaiming any interest in the Property. (*Id.*, Exhibit 2.)

Title is quieted “as to legal interests in property.” (*Chao Fu, Inc. v. Chen* (2012) 206 Cal.App.4th 48, 58–59.) It follows that absent an interest in the property, a party has no standing to ask the court to quiet title in the property or to obtain damages for the cloud on title. (*Id.*, at p. 59.) An action to cancel a trustee's deed or other instrument purportedly transferring title is no different. (*Ibid.*) One without any title or interest in the property cannot maintain such an action. (*Ibid.*)

Even if Hillier obtained an equitable interest in the Property, an action to quiet title cannot be maintained by the owner of an equitable interest, as against the holder of the legal title. (*Chase v. Cameron* (1901) 133 Cal. 231, 234.)

Absent evidence that Hillier held a legal interest in the Property, she cannot assert a cause of action for quiet title. Whether the community is entitled to reimbursement if, as alleged in the FAC, the Property was purchased with community funds or if community funds were used for capital improvements, is not an issue between Buffalo Park and Hillier.

Buffalo Park has shown Hillier did not hold title to the Property. Therefore, she does not have standing to assert a claim for quiet title. The demurrer to Plaintiffs’ first cause of action is for quiet title is sustained without leave to amend.

III. Fifth Cause of Action for Fraud

In its memorandum, Buffalo Park argues that Plaintiffs’ fifth cause of action fails to state facts sufficient to constitute a cause of action. However, Plaintiffs’ fifth cause of action is not alleged against Buffalo Park. It is alleged against defendant Faller, Buffalo Park’s owner/manager/member/principal. However, the notice of demurrer did not indicate that Faller was demurring to this cause of action. Therefore, the court declines to rule on this issue as it has not been properly noticed.

IV. Bona fide Purchaser (“BFP”)

On or about September 24, 2024, Infinity executed and recorded an assignment of the Infinity DOT to Buffalo Park. (FAC, ¶43.) Buffalo Park acquired the Property at the Trustee’s Sale on August 1, 2025. (FAC, 16:22-24.)

As a general rule, the purchaser at a nonjudicial foreclosure sale receives title under a trustee's deed free and clear of any right, title or interest of the trustor. (*Melendrez v. D & I Investment, Inc.* (2005) 127 Cal.App.4th 1238, 1250.) Under section 2924, there is a conclusive presumption created in favor of a BFP who receives a trustee's deed that contains a recital that the trustee has fulfilled its statutory notice requirements. (*Ibid.*) A properly conducted nonjudicial foreclosure sale constitutes a

final adjudication of the rights of the borrower and lender. (*Ibid.*) Once the trustee's sale is completed, the trustor has no further rights of redemption. (*Ibid.*)

A BFP “is one who pays value for the property without notice of any adverse interest or of any irregularity in the sale proceedings.” (*Id.* at p. 1251.) Thus, “a bona fide purchaser for value who acquires his interest in real property without notice of another's asserted rights in the property takes the property free of such unknown rights.” (*Ibid.*)

When Infinity Bank accepted the Deed of Trust in February 2022, the public record was unambiguous: the Property was held by Boyd as his sole and separate property, and Hillier had expressly disclaimed any community property interest by executing the recorded Transfer Deed three years earlier.

However, Hillier alleges that when she learned of the Faller’s collection efforts and the purported encumbrance, Hillier contacted Faller, Faller’s attorneys, and Infinity to explain that she had never consented to any encumbrance, that she lived on the Property with her ten-year-old son W.B. who is disabled and relies on the Property’s stability (including the farm and animals) for therapeutic support of his mental health, and that they had no right to foreclose on her Property. (FAC, ¶45.) She alleges these communications occurred by telephone, email, and written correspondence from in or about late 2024 through July 2025, all before the trustee’s sale on or about August 1, 2025. (*Ibid.*)

Despite Hillier alleging she made Buffalo Park aware of her interest in the Property prior to the trustee’s sale, Hillier’s allegations against Buffalo Park are based upon an alleged legal right to title to the Property. In this regard, Hillier does not have standing to assert a title claim against a subsequent owner. Any ownership interest she has in the Property is based in equity.

V. Fourth Cause of Action – Intentional Infliction of Emotional Distress

A cause of action for intentional infliction of emotional distress exists when there is “ ‘ (1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff's suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant's outrageous conduct.’ ” (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1050. [Citing cases.] Plaintiffs’ cause of action for IIED alleges Buffalo Park engaged in extreme and outrageous conduction, including: (a) mounting a coercive campaign to take the family home from a mother and her disabled minor child; (b) refusing to provide an accounting while unilaterally escalating daily interest charges; (c) threatening to cause the revocation of Boyd’s employer’s state healthcare licensing, and thereafter claiming to have caused such action, for the purpose of destroying the family’s source of income; (d) threatening litigation attrition by stating that free-of-charge counsel would “never stop” until Plaintiffs had “nothing”; (e) disparaging counsel Plaintiff was attempting to retain in order to interfere with her access to legal representation; (f) sending multiple harassing messages in single days without response and without legitimate purpose; (g) permitting, causing, directing, authorizing, and ratifying DOE 1’s intimidating appearance at Plaintiffs’ residential gate to confront Hillier and her disabled ten-year-old son W.B.; and (h) sending or causing the sending of anonymous threatening letters to the Property containing its precise GPS coordinates and stating the author was “coming to get” Plaintiffs. (FAC, ¶89.)

Plaintiffs allege Faller committed each of the acts described above “within the course and scope of his actual and ostensible authority as Buffalo Park’s managing member, manager, officer, director, and/or principal. Plaintiffs allege that Buffalo Park authorized, directed, consented to, approved, and ratified each of those acts; that Faller acted at all times for the benefit of Buffalo Park, including to acquire the Property for Buffalo Park’s benefit at the trustee’s sale, and that Buffalo Park accepted and retained the benefits of his conduct, including acquisition of the Property by credit bid. Plaintiffs allege Buffalo Park is liable for Faller’s conduct directly, vicariously under principles of respondeat superior, and by ratification. (FAC, ¶90.)

Buffalo Park downplays these allegations arguing that they “consist primarily of alleged communications and collection activity.” It does not address the bulk of the allegations.

While *Hughes v. Pair* states that liability for intentional infliction of emotional distress does not extend to mere insults, indignities, threats, annoyances, petty oppressions, or other trivialities, it also cites cases which held that harassing emails might constitute IIED. (*Id.*, at p. 1051.)

Buffalo Park does not cite cases that establish, as a matter of law, that Plaintiffs’ cause of action fails to allege extreme and outrageous conduct. *Christensen v. Superior Court* (1991) 54 Cal.3d 868, for example, is not on point. That case involves the mistreatment of human remains. Buffalo Park cites it for the proposition that “conduct that is merely negligent, ‘rule, unsympathetic, or even contemptible’” will not support IIED. The cited text does not appear in the language of the case.

VI. Conclusion

As against Buffalo Park, Hillier’s first cause of action for quiet title, second cause of action for declaratory relief, and third cause of action for cancellation of instruments are all based upon the premise that Hillier has a legal title interest in the Property. However, documents subject to judicial notice establish that she, at most, has an equitable interest in the Property. As such, she does not have standing to assert a challenge to a valid title holder. **The demurrer to the first cause of action for quiet title, second cause of action for declaratory relief, and third cause of action for cancellation of instruments is SUSTAINED.** As Plaintiffs have not filed opposition, they have not shown that these causes of action can possibly be amended to state a valid cause of action against Buffalo Park. Therefore, leave to amend is denied.

With respect to Hillier’s cause of action for fraud, it is not alleged against Buffalo Park. Fuller did not give proper notice in the Notice of Motion that he intended to demur to this cause of action. **The demurrer to the fifth cause of action for fraud is OVERRULED.**

With respect to Plaintiffs’ cause of action for Intentional Infliction of Emotional Distress, Buffalo Park has failed to meet its burden on this motion. **The demurrer to the fourth cause of action for IIED is OVERRULED.**

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