

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, October 28, 2026 3:00 p.m.
Courtroom 17 – Hon. Jane Gaskell
3035 Cleveland Avenue, Santa Rosa**

PLEASE NOTE: In accordance with the Order of the Presiding Judge, a party or representative of a party may appear in Department 17 in person or remotely by Zoom, a web conferencing platform.

CourtCall is not permitted for this calendar.

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

TO JOIN D17 ZOOM ONLINE:

Meeting ID: 161 126 4123

Passcode: 062178

<https://sonomacourt-org.zoomgov.com/j/1611264123>

TO JOIN ZOOM BY PHONE:

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

+1 669 254 5252

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** Judge Gaskell's Judicial Assistant by telephone at **(707) 521-6723**, and all other opposing parties of your intent to appear, and **whether that appearance is in person or via Zoom, by 4:00 p.m. the court day immediately preceding the day of the hearing.**

1. 24CV06190, Hendrix v. State of California

APPEARANCES REQUIRED.

2. 25CV02399, Mork v. Sjogreen

Cross-Complainant Carl Sjogreen's unopposed Motion to Strike Answer of Cross-Defendant CA Republic Trees, LLC as an unrepresented, suspended corporation is **GRANTED**.

Cross-Complainant filed the Cross-Complaint on July 29, 2025, asserting claims against Cross-Defendant at which point Cross-Complainant believed Cross-Defendant was an active limited liability company. (Motion, 3:4-8.) Cross-Defendant filed an Answer, but the company appears to be in suspended status. (*Id.* at 3:9-15.) Cross-Defendant is also not represented by counsel since previous counsel was relieved by the Court per noticed motion. (*Id.* at 3:16-21.)

A suspended corporation may not participate in any litigation in California, so per California Code of Civil Procedure section 436, Cross-Complainant moves to strike the Answer to the Cross-Complaint.

Although Cross-Complainant filed a Notice of Lodging for seven exhibits, the Court's record does not reflect that these exhibits were filed with the motion so these were not considered. Regardless, Cross-Defendant, suspended and unrepresented, is unable to file any opposition or participate in this litigation.

As such, the Court will **GRANT** the motion to strike Cross-Defendant's Answer and sign the proposed order lodged with the motion.

3. 25CV03400, Pasquini v. Pasquini

Defendants/Cross-Complainants Santino C. Pasquini and Jacob M. Pasquini's ("Defendants") motion to compel Court-appointed Partition Referee, Amy Harrington, to effect partition of the two properties at issue in this matter by division and not by sale of both properties is **DENIED**. The parties' requests for judicial notice and objections to evidence are addressed below.

I. PROCEDURAL HISTORY

The parties are joint owners of two parcels of real property commonly known as 1455 Felder Road, Sonoma, California (APN 142-026-015) and at 24201 Arnold Drive, Sonoma, California (APN 128-484-007) (together "the Properties"). (Motion, 2:20-23.) The parties do not dispute that they commonly own the Properties through a grant deed recorded on February 19, 2016 (Deed No. 2016-011845). (*Id.* at 2:24-26.) However, the parties dispute their respective interests in the Properties as well as how to manage the Properties. (*Id.* at 2:27-28, 3:1-11.)

Defendants moved for the Court to appoint a Partition Referee, which the Court granted, appointing Ms. Harrington in the Court's July 15, 2026 Order. Plaintiff's motion for summary judgment was also denied at this time. (Motion, 3:8-11.) Defendants claims that Ms. Harrington sent the parties an email about selling the Properties before she was ever appointed as Partition Referee. (Motion, 3:12-22.) She visited the Properties after being appointed by the Court during which time Defendants claim she threatened and intimidated them. (*Id.* at 3:23-28, 4:1-3.)

Defendants contend that the combined value of the Properties is \$3,700,000.00 and that Plaintiff's one-third interest is therefore \$1,233,333.00, which can be resolved through the division of the two parcels rather than sale of the Properties. (*Id.* at 4:23-28.) Both Plaintiff and the Partition Referee disagree and are opposed to this option. (*Ibid.*)

Defendants move per Code of Civil Procedure ("C.C.P.") section 872.820(b) for the Properties to be partitioned by division rather than by sale. Plaintiff and Ms. Harrington both oppose the motion.

II. REQUEST FOR JUDICIAL NOTICE

Judicial notice of State and Federal laws, regulations, legislative enactments, official acts and court records is statutorily appropriate. (Evid. Code §§ 451, 452.) The court must take judicial notice of any matter requested by a party, so long as it complies with the requirements under C.C.P. § 452. (C.C.P. § 453.)

Per sections 452 and 453, the Court **GRANTS** judicial notice of the five records of this Court requested by Defendants in support of this motion.

III. EVIDENTIARY OBJECTIONS

Ms. Harrington objects to Defendants' Declarations and the transcript of her being privately recorded without consent by Defendants' in-home security system under Penal Code section 632:

1. The Court **SUSTAINS** the objection as to Exhibit A attached to the Supplemental Declaration of Counsel Kelly per Penal Code section 632.
2. The Court **SUSTAINS** the objection to the Declarations of Burch Pasquini, Jacob Pasquini, and Santino Pasquini as hearsay and per Penal Code section 632.

Plaintiff's objections to Paragraphs 9 and 10 of Counsel Kelly's Declaration and Exhibits E and F are **OVERRULED**.

IV. MOTION TO COMPEL PARTITION REFEREE

Legal Standard

Defendants argue that C.C.P. section 872.820(b) states a presumption of partitioning a property by division rather than sale and that sale is only used where the Court determines that a sale "would be more equitable than division of the property." Defendants cite to *Butte Creek Island Ranch v. Crim* (1982) 136 Cal.App.3d 360, in which case the Court of Appeal held that, "California law has been in accord...Partition in kind is favored...and in the absence of proof to the contrary the presumption in favor of 'in kind' division will prevail...A forced sale is strongly disfavored." The party seeking partition by sale bears the burden of proving it would be more equitable than partition. (*Butte Creek Island Ranch v. Crim* (1982) 136 Cal.App.3d 360, 366.)

Analysis

Here, Defendants argue the facts are similar to the *Butte Creek* matter, in which plaintiff and defendant held an undivided one-half interest in two parcels and defendant refused to sell so plaintiff sued for partition after which a referee was appointed. (Motion, 6:4-9.) The Court of Appeal reversed the trial court's decision to force a partition by sale where the referee recommended division because forced sales are strongly disfavored. (Motion, 6:10-15.) In this case, Defendants argue that Ms. Harrington arbitrarily determined to sell to Properties without any report or judgment by this Court and claim that Ms. Harrington shows overwhelming support and bias toward Plaintiff. (*Id.* at 6:20-26.)

Ms. Harrington opposes, arguing that the Court expressly found in its July 15, 2026 Order that both parties agreed to a partition by sale and granted Defendants' own motion to appoint a referee to market and sell the Properties, after which Defendants reversed course. (Harrington Opposition, 2:9-15.) Ms. Harrington requests that the Court deny the Motion because the Court already found that the parties agreed to partition by sale, because the Motion is an improper attempt to relitigate the prior motion and

appointment order, and because partition by sale is more equitable here than partition by kind because the Properties differ dramatically in condition, because they have separate encumbrances, and because the parties' interests remain undetermined after the Court found that issue to be premature until accounting for the improvements to the Properties had been completed. (*Id.* at pp. 7-9.)

Plaintiff's Opposition joins and echoes Ms. Harrington's Opposition, stating that Defendants' Motion is essentially a request for reconsideration of the appointment order. (Plaintiff's Opposition, pp. 3-9.)

Application

The Court already entered an appointment order appointing Ms. Harrington as the Partition Referee to market and sell the Properties per Defendants' own noticed motion. The parties agreed to the partition by sale at the time the motion was filed and when the Order was entered. Thus, the partition by sale cannot be considered a "forced sale" because the parties agreed to it when the appointment order was entered and the Partition Referee is recommending a partition by sale, which distinguishes the facts in this case from *Butte Creek*. The Court finds that this Motion is in substance a request for reconsideration of that appointment order, which the Court does not find appropriate. Thus, the Court will deny Defendants' motion.

V. CONCLUSION

The motion is **DENIED**. Plaintiff shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with California Rules of Court, Rules 3.1312(a) and (b).

4. 25CV04755, Castro v. Crazy 8, LLC

Defendant Crazy 8, LLC's ("Defendant") unopposed motion to compel self-represented Plaintiff Wendy Castro's ("Plaintiff") to appear for her deposition is **GRANTED**. Plaintiff shall appear for her deposition within 30 days of service of notice of this Court's order on the motion and may invoke any applicable privilege to specific questions at her deposition. Sanctions are awarded for the reduced amount of \$960.00 against Castro for fees and costs.

I. PROCEDURAL HISTORY

Plaintiff brought this action claiming that she was employed as a line cook at Augie's French, which was operated by Defendants Crazy 8, LLC and Stark Reality since November 26, 2024, and that while working she was assaulted physically by a coworker Defendant Sanchez. (Complaint, ¶¶ 20-21.) To evaluate Plaintiff's claims, Defendant noticed Plaintiff's deposition for April 8, 2026. (Motion, 3:16-23.)

Plaintiff's former counsel was relieved as counsel on May 20, 2026, and Defendant had re-noticed Plaintiff's deposition for May 29, 2026. (*Id.* at 3:21-25, 4:1-5.) Defendant's counsel contacted Plaintiff directly to ask if she would be able to appear at the upcoming deposition, but Plaintiff responded in Spanish that she was still looking for an attorney and currently she remains unrepresented. (*Id.* at 4:2-5.)

Defendant again noticed Plaintiff's deposition for a third time to take place on July 21, 2026, via remote videoconference. (Motion, 4:6-8.) Plaintiff neither objected to the deposition notice nor provided any alternative dates on which her deposition could be rescheduled, so Defendant's counsel reached out to Plaintiff once more via phone and email to give details of the deposition and provide a zoom link and asked to be notified if Plaintiff needed a Spanish interpreter. (*Id.* at 4:8-12.) Plaintiff never responded and failed to appear for the deposition: the court reporter made a record of Plaintiff's nonappearance. (*Id.* at 4:15-18.)

Previously, Defendant had not supported the motion with a meet and confer declaration under section 2016.040 stating that Defendant contacted Plaintiff after she failed to attend her noticed deposition to inquire about the nonappearance as is required under Code of Civil Procedure ("C.C.P.") section 2025.450. The Court continued the hearing to allow Defendant to file a supplemental declaration to clarify whether Defendant met and conferred with Plaintiff to inquire into her nonappearance, as is strictly required under section 2025.450(b)(2). Defendant did file this supplemental declaration and served it on all parties. The Declaration notes that on multiple dates Defendant's counsel attempted to meet and confer with Plaintiff to inquire about her nonappearance at her noticed deposition, but Plaintiff failed to respond to these efforts.

Defendant now moves to compel Plaintiff's deposition and requests sanctions. Plaintiff failed to oppose the motion, which Defendant noticed in the Notice of Non-Opposition.

II. ANALYSIS

Legal Standard

Per C.C.P. section 2025.450(a), "if, after service of a deposition notice, a party to the action or an officer, director, managing agent, or employee of a party, or a person designated by an organization that is a party under Section 2025.230, without having served a valid objection under Section 2025.410, fails to appear for examination, or to proceed with it, or to produce for inspection any document, electronically stored information, or tangible thing described in the deposition notice, the party giving the notice may move for an order compelling the deponent's attendance and testimony, and the production for inspection of any document, electronically stored information, or tangible thing described in the deposition notice."

On non-appearance of a deponent, the moving party shall attempt to meet and confer in good faith regarding the non-appearance and shall file a declaration with the motion to compel deposition stating that the moving party made an inquiry to the deponent as to the nonappearance. (C.C.P. § 2025.450(b)(2); *Leko v. Cornerstone Building Inspection Service* (2001) 86 Cal.App.4th 1109, 1124.)

If a court grants a motion to compel deposition under C.C.P. section 2025.450(a), the court shall impose a monetary sanction in favor of the party who noticed the deposition and against the deponent or the party with whom the deponent is affiliated, unless the court finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust. (C.C.P. § 2025.450(g)(1).)

Defendant's Motion to Compel Deposition

Defendant moves to compel Plaintiff's deposition under C.C.P. section 2025.450 for Plaintiff's failure to attend any of the three noticed depositions, or to contact Defendant's office regarding unavailability or the need for a Spanish interpreter. (Motion, pp. 5-6.)

Plaintiff requests sanctions in the amount of \$2,160.00 incurred in fees and costs to bring this motion, which includes Plaintiff's counsel's 3 hours of work preparing the motion to compel at a rate of \$300.00, filing fees of \$60.00, and anticipated 4 hours to review any opposition, draft a reply, and attend the hearing. (Danna Decl., ¶ 11.)

As mentioned, the motion was unopposed, so Plaintiff submitted a Notice of Non-Opposition.

Application

The Court finds that Plaintiff's motion to compel is warranted as Plaintiff's deposition is necessary for Defendant to evaluate Plaintiff's claims alleged in the Complaint. The Court is aware of the difficulties of proceeding in an action without legal representation, but Plaintiff has the duty to fulfil her obligations under the Discovery Act and cooperate with Defendant in setting her deposition, which she has failed to do despite Defendant's many efforts to meet and confer and to set the deposition for a date and time she is available. For these reasons, the Court will grant Plaintiff's motion and also award sanctions, but for a reduced amount of \$960.00 for fees and costs as the anticipated fees were not incurred.

III. CONCLUSION

Defendant's motion is **GRANTED** and sanctions are awarded for **\$960.00**. Plaintiff shall appear for deposition within 30 days of service of notice of this Court's order. Defendant shall submit a written order to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

5. 25CV05627, Barclays Bank Delaware v. Illgen

The hearing on self-represented Defendant Illgen's motion to set aside default judgment is **CONTINUED to November 18, 2026, at 3:00 P.M.** in Department 17. The motion was timely filed and properly served and Plaintiff did not oppose the motion. The Court is inclined to grant this unopposed motion, but Defendant failed to attach a proposed Answer to her declaration as is required under C.C.P. section 473(b). The Court will allow Defendant until the next hearing date to file and serve upon all parties a supplemental declaration with the proposed Answer attached for the Court's consideration. Failure to cure this procedural issue will result in the Court denying the motion at the next hearing date.

6. 26CV00285, Anderson v. Allstate Insurance Company

APPEARANCES REQUIRED. The Court's tentative ruling that was posted on the Court's website stated that for hearings calendared on September 30, 2026, any requests for oral argument would

be heard on Tuesday, October 6, 2026, at 3 p.m. and that there would be no appearances on Wednesday, September 30. Neither party requested any oral argument by the evening before Wednesday, September 30, 2026, or the evening before Tuesday, October 6, 2026. Regardless, Petitioners filed three documents on September 30, 2026: (1) Petitioners' Request for Statement of Decision; (2) Supplemental Declaration of Eric G. Young in Support of Request for Statement of Decision; and (3) Declaration of Eric G. Young in Support of Request for Statement of Decision. Petitioners request the Court to clarify through a statement of decision its tentative ruling adopted on the Petition. There was no final ruling as to the issue of appointing an arbitrator as the hearing on that issue was continued to this date, so the Court orders the parties to appear, present argument on the issue of appointing an arbitrator, and suggest proposed arbitrators for the Court's consideration.

7. 26CV02801, Reimann v. Bartlett

Defendant Dylan Bartlett ("Defendant") demurs to each and every cause of action in Plaintiff Erik Reimann's Complaint pursuant to California Code of Civil Procedure ("C.C.P.") section 430.10. The Demurrer is **SUSTAINED with leave to amend**. The First Amended Complaint shall be filed and served within 10 days of service of this Court's Order.

I. PROCEDURAL HISTORY

The Complaint alleges that the parties entered into a written lease agreement for property located at 477 Raspberry Lane, Sebastopol, California (the "Property"). (Complaint, ¶ 5.) There was an option to purchase included in the lease agreement, which was executed by the parties and included the purchase price, the time period for exercising the option, and the obligation of the parties. (*Id.* at ¶¶ 6-7.) Plaintiff alleges that he paid a down payment of \$175,000.00 in consideration for the purchase of the Property. (*Id.* at ¶ 8.) The parties renegotiated an extension of the option agreement and Plaintiff paid additional money for the option agreement. (*Id.* at ¶¶ 9-10.) Defendant and a lender contacted Plaintiff with a proposition to borrow money against the Property, which Plaintiff did not agree to, but Plaintiff alleges Defendant encumbered the Property falsely and without Plaintiff's permission after which Plaintiff started receiving letters from Defendant claiming late payments were owed. (Complaint, ¶¶ 12-13.) Plaintiff noted two deeds of trust that were recorded against the Property without Plaintiff's permission in 2025 and 2026. (*Id.* at ¶¶ 15-16.) Finally, on or about January 2026, Plaintiff was ready to exercise the option to purchase the Property fully and wanted to tender the full purchase price of \$975,000.00, but Defendant refused to execute the necessary documents to convey title. (*Id.* at ¶¶ 17-21.)

Plaintiff filed the Complaint alleging causes of action for Breach of Contract, Specific Performance, and Breach of Implied Covenant of Good Faith and Fair Dealing against Defendant. (Complaint, ¶¶ 24-60.) Defendant's counsel attempted to meet and confer with Plaintiff's counsel about deficiencies identified in the Complaint, but Plaintiff's counsel did not provide any substantive response. (Mache Decl., ¶¶ 3-4.)

Defendant now demurs to the entire Complaint and each cause of action. Plaintiff opposed and Defendant replied.

II. ANALYSIS

Legal Standard

A demurrer can be used only to challenge defects that appear on the face of the pleading under attack or from matters outside the pleading that are judicially noticeable. (C.C.P. § 430.30(a).) At demurrer, all facts properly pleaded are treated as admitted, but contentions, deductions and conclusions of fact or law are disregarded. (*Serrano v. Priest* (1971) 5 Cal.3d 584, 591.) Similarly, opinions, speculation, or allegations contrary to law or judicially noticed facts are also disregarded. (*Coshow v. City of Escondido* (2005) 132 Cal.App.4th 687, 702.) Each evidentiary fact that might eventually form part of a party's proof does not need to be alleged. (*C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal. 4th 861, 872.) Conclusory pleadings are permissible and appropriate where supported by properly pleaded facts, but the distinction between conclusions of law and ultimate facts is not at all clear and involves at most a matter of degree. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.) Leave to amend should generally be granted liberally where there is some reasonable possibility that a party may cure the defect through amendment. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) The burden of proving that there is a reasonable possibility to cure the defect is squarely on the party that filed the pleading, but if that burden is met and leave to amend is not granted, then that constitutes an abuse of discretion by the trial court. (*Ibid.*)

Demurrer to Complaint

Defendant argues that the breach of contract claim fails because, on the face of the Complaint, the allegations demonstrate that the Option to Purchase expired before Plaintiff allegedly exercised it because the written option allegedly expired on January 31, 2023, and the modification extended the option to apply only until January 31, 2025. (Demurrer Memorandum of Points and Authorities ["MPA"], pp. 3-5.)

Defendant also argues that the second claim for specific performance fails for the same reason as breach of contract because Plaintiff does not plead an enforceable option in effect at the time of the alleged January 2026 exercise. (MPA, pp. 6-7.)

Finally, Defendant argues there can be no independent theory of liability for breach of an implied covenant because the underlying breach of contract and specific performance claims fail because Plaintiff's alleged exercise occurred after the written expiration date. (MPA, pp. 7-8.)

Opposition

Plaintiff argues that the Complaint, in Paragraphs 10 and 11, alleges a subsequent transaction in late 2024, under which the parties exchanged an additional \$8,000 and extended the option to purchase for another two years through late 2026. (Opposition, 2:2-15.) Based on these allegations, Plaintiff argues that the three causes of action are all adequately pleaded, but requests leave to amend should the Court determine that they are not (*Id.* at pp. 6-9.)

Reply

Defendant argues that these allegations in Paragraphs 10 and 11 alone do not defeat the statute of

fraud because this claimed extension was never memorialized in writing. (Reply, 2:1-13.)

Application

On the face of the Complaint, Plaintiff alleges a subsequent late-2024 agreement to extend the option through late 2026 but fails to attach any written agreement memorializing the extension or to allege facts that show any performance or reliance on an oral contract that might defeat the statute of frauds defense. The Court will **SUSTAIN** the Demurrer as to the entire Complaint but allow leave to amend as the Court finds there is a reasonable possibility Plaintiff will be able to cure these defects.

III. CONCLUSION

Based on the above, the Demurrer is **SUSTAINED with leave to amend**. The First Amended Complaint shall be filed and served within 10 days of service of this Court's Order. Defendant shall submit a written order on the Demurrer to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).