

TENTATIVE RULINGS

LAW & MOTION CALENDAR

Wednesday, November 5, 2025, 3:00 p.m.

Courtroom 16 – Hon. Patrick M. Broderick

3035 Cleveland Avenue, Suite 200, Santa Rosa

TO JOIN “ZOOM” ONLINE,

Courtroom 16

Meeting ID: 161-460-6380

Passcode: 840359

<https://sonomacourt-org.zoomgov.com/j/1614606380?pwd=NUdpOEZ0RGxnVjBzNnN6dHZ6c0ZQZz09>

TO JOIN “ZOOM” BY PHONE,

By Phone (same meeting ID and password as listed above):

(669) 254-5252 US (San Jose)

The following tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument as to any motion, YOU MUST notify the Court by telephone at **(707) 521-6725**, and all other opposing parties of your intent to appear by 4:00 p.m. the court day immediately before the day of the hearing.

Parties in motions for claims of exemption are exempt from this requirement.

PLEASE NOTE: The Court WILL NOT provide a court reporter for this calendar. If there are any concerns, please contact the Court at the number provided above.

1. 24CV00335, Kruppa, JR v. Dowell, DVM

Plaintiff Richard Kruppa Jr.’s motion for reconsideration is **DENIED**, for failure to comply with Civil Procedure (“C.C.P.”) section 1008(a).

PROCEDURAL HISTORY

Plaintiff requests the Court to reconsider its order issued June 25, 2025, (the “Order”) denying Plaintiff’s motion to strike the entire Cross-Complaint filed by Peter Dowell, DVM, and Julie Dowell (“Defendants”) and awarding sanctions of \$8,795.00 against Plaintiff. (Request for Judicial Notice, Exhibit 1.) The Court found in that Order that the motion to strike lacked merit and was not sufficiently supported by legal argument. (*Ibid.*) The Court also found that the sanctions requested were warranted because of Plaintiff’s conduct of sending hundreds of emails to the Dowells and their counsel, some of which contained threats of seeking disbarment, and Plaintiff’s outright refusal to engage in the discovery process or to pay discovery sanctions already awarded by the Court’s prior order. (*Ibid.*)

The hearing on Plaintiff’s motion was continued from October 1, 2025, to November 5, 2025, to be heard by the same Judge in Department 16 that heard the motion to strike at issue per C.C.P. section 1008(a). Defendants filed an Opposition to the motion for reconsideration, and Plaintiff filed a Reply brief.

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.) Courts may take notice of public records, but not take notice of the truth of their contents. (*Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375.)

The Court **GRANTS** the Defendants' request for judicial notice of four documents filed as part of the Court's record in this matter.

ANALYSIS

Legal Standard

A party may move for reconsideration of a prior order to be heard by the same judge or court within 10 days after service upon the party of written notice of entry of the order and based upon new or different facts, circumstances, or law. (C.C.P. § 1008(a).) "New facts" are facts which were not available to the party at the time of the hearing on the motion regarding which the prior order was entered that the party requests the court to reconsider. (*In re Marriage of Herr* (2009) 174 Cal.App.4th 1463, 1468.) Contentions that the court has made an error of law or refused to consider evidence are not new facts as required for a motion under C.C.P. section 1008. (*Jones v. P.S. Development Co., Inc.* (2008) 166 Cal.App.4th 707, 724.) Failure to show new facts or law is jurisdictional; a motion for reconsideration that does not offer any new fact as to the merits of the underlying motion must be denied. (*Kerns v. CSE Ins. Group* (2003) 106 Cal.App.4th 368, 381.) To prevail on a motion for reconsideration based on new facts, a party must provide a satisfactory explanation for failing to offer the evidence in the first instance. (*New York Times Co. v. Superior Court* (2005) 135 Cal.App.4th 206, 212.) The new facts offered must also be accompanied by a showing of strong diligence in discovery and bringing the new facts. (*Forrest v. Department of Corporations* (2007) 150 Cal.App.4th 183, 202.)

Plaintiff's Motion for Reconsideration

Plaintiff's grounds for reconsideration in the motion are:

1. Plaintiff claims that there is new material evidence that the Dowells engaged in inconsistent and procedurally defective discovery practices, such as serving different versions of the same set of form interrogatories and later informally withdrawing them, omitting employment details in discovery responses, and the Dowells' sale of property and tools that are the subject of this litigation without disclosure to him or the Court;
2. The Court's oversight and failure to address the claimed untimeliness of the Cross-Complaint or Defendants' failure to obtain leave under C.C.P. section 473. Plaintiff attempts to re-argue issues with the Cross-Complaints' causes of action; and
3. The sanctions imposed by the Court are disproportionate given Plaintiff's financial hardship, permanent partial disability, and status as a self-represented party.

(Motion, pp. 2-3.)

Defendants' Opposition

Defendants requests the Court to argue that Plaintiff failed to demonstrate any new or different facts and failed to show the existence of any new or different law. Furthermore, they note that the items not addressed by the Court that Plaintiff mentioned in the motion for reconsideration were never argued in support of the motion to strike at issue. Finally, they request sanctions of \$5,450.00 against Plaintiff for bringing this motion under C.C.P. section 128.5. The amount includes counsel Martin's 5 hours for the preparation of the of the moving papers and declaration at a rate of \$450.00 per hour as well as 5.5 hours for counsel McCormick's work on the motion and her declaration at a rate of \$400.00 per hour, as well as an anticipated 2.5 hours of work to review any reply and prepare for and attend the hearing on the motion for reconsideration at a rate of \$400.00. (McCormick Decl., ¶ 22.)

Plaintiff's Reply

In the Reply, Plaintiff reaffirms the arguments made in the motion. He argues that the Court in ruling on the motion to strike overlooked that the Cross-Complaint was untimely filed without leave of Court after April 5, 2025, that Defendants already satisfied a prior small claims judgment in April of 2023, and that the allegations in the Cross-Complaint lack evidentiary support. (Reply, pp. 2-4.)

Application

Plaintiff failed to show any new or different facts, circumstances, or law, that were otherwise unavailable to him at the time which the hearing was held on his motion to strike on June 25, 2025, that warrant reconsideration of the Court's Order on the motion to strike. The Court finds that the proposed new facts stated in Plaintiff's motion were available to him at the time of the hearing on the motion to strike, but he failed to offer them as support. Therefore, while Plaintiff contends that the Court failed to consider certain facts addressed in this motion, the Court finds that those facts were never stated in support of Plaintiff's motion to strike even though they were available to him. As such, these facts are not grounds for reconsideration of the Order.

Regarding sanctions requested by Defendants, the Court does not find that the motion for reconsideration was frivolous and solely filed in bad faith with the intent to cause unnecessary delay in the proceedings. Though the Court does not accept Plaintiff's arguments, the Court does recognize that the arguments were made in earnest and any lacking in them can be explained by self-represented Plaintiff's misunderstanding of the legal requirements of a motion for reconsideration rather than any bad faith or intention to cause delay. As such, sanctions will not be awarded per C.C.P. section 128.5.

CONCLUSION

Based on the foregoing, Plaintiff's motion is **DENIED**. Defendants shall submit a written order to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312.

2. 24CV00553, Looney v. Jaffer

This matter is on calendar for the motion of Plaintiff Gary E. Looney, dba Collectronics of California ("Plaintiff") for an order compelling Defendant Karim Jaffer, individually dba Nash's ("Defendant"), to furnish responses to Plaintiff's First Set of Post Judgment Interrogatories and Plaintiff's Post Judgment Demand for Production of Documents and Tangible Things. Plaintiff requests sanctions in the amount of \$60. **The motion is GRANTED. Defendant is ordered to provide responses, without objections, to Plaintiff's discovery requests and pay sanctions within 30 days of this order.**

On May 3, 2024, Plaintiff obtained a judgment against Defendants in the amount of \$2,438.40. On April 16, 2025, Plaintiff served Defendant with form interrogatories and a request for production of documents. (Looney Decl. ¶¶1, 6, Ex. A.) As of the date of the motion, no responses have been provided. (*Id.*, at ¶¶2-4.)

The motion is GRANTED. Plaintiff is directed to submit a written order to the Court consistent with this tentative ruling. Plaintiff is also directed to serve Defendant with the order compelling responses at Defendant's home address and at the business address.

3. 24CV02519, Bohanan v. City of Santa Rosa

Plaintiff Lucas Bohanan ("Plaintiff") moves for an order to allow Plaintiff to file a Second Amended Complaint to 1) replace Defendant DOE 1 with LWP Claims Solutions, Inc.; and 2) to

add a cause of action for retaliation in violation of the California Family Rights Act. **The motion is GRANTED. Plaintiff may file the Second Amended Complaint within 10 days of this order.** The court will sign the proposed order.

4. 24CV02971, Maverick Excavating, Inc. v. Dalk

Defendant Jason Dalk (“Defendant” or “Dalk”) moves pursuant to CCP section 425.16 to strike paragraphs 152, 153, 159-166, and 173 through 183 of the cause of action for fraud in the Second Amended Complaint (“SAC”) filed by Plaintiff Maverick Excavating, Inc. and Herring & Son Construction, Inc. (“Plaintiffs”). **The motion is DENIED.**

CCP section 425.16:

“A cause of action against a person arising from any act of that person in furtherance of the person's right of petition or free speech under the United States Constitution or the California Constitution in connection with a public issue shall be subject to a special motion to strike, unless the court determines that the plaintiff has established that there is a probability that the plaintiff will prevail on the claim.” (Code Civ. Proc., § 425.16(b)(1).)

The allegations that are the subject of this motion pertain to an Employment Agreement allegedly falsely created by Dalk; claims that Dalk allegedly threatened to make additional falsified timesheets; alleged irregularities in Dalk’s project billing records and change orders; and fabricated settlement communications.

1. Third Cause of Action – Fraud

Plaintiff’s third cause of action for fraud alleges that Dalk, while employed by both Plaintiffs Maverick and HSCI falsified timesheets and was paid more than he should have been. The cause of action goes on to allege that Dalk intends to present further falsified timesheets in an effort to be paid even more through this lawsuit. The cause of action consists of paragraphs 150 through 169.

Paragraph 152 states: “Plaintiffs claim that Defendant DALK intends to present further falsified timesheets in an effort to be paid even more through this lawsuit, and or state agency complaints.”

Paragraph 153 states: “Plaintiffs claim that Defendant DALK intends to present the forged ‘employment letter’ to establish further claims for benefits, despite no agreement for such.”

Paragraph 159 states: “After efforts of compromise failed, Defendant MCC, through their attorney presented a false argument about having paid for corrections to the work Contractor had performed in November, then he presented a fake estimate that was a forgery.”

Paragraph 160 states: “Plaintiff claims that Defendant DALK maliciously created the document [the false estimate] and he provided it to MCC with the intent to harm Plaintiff MAVERICK, for his own benefit. His prior pattern of intervening in termination negotiations with Strategic Industry (p.4), coupled with his violence on being fired, and his various deceptive business practices, show his pattern of malicious and deceptive behavior.”

Paragraph 161 states: “MCC Chair RIGGLE presented the document on April 5, 2024, as DALK intended, to MCC attorney and Plaintiff MAVERICK as proof of “corrections” to Maverick’s work from five months prior, and falsely claimed she had paid the amount stated to contractor Garcia.”

Paragraph 162 states: “Both Defendants knew the document was false, because the document was for an estimate, dated that day of the meeting, not a signed contract.”

Paragraph 163 states: “By presenting the fake document. MCC ratified DALK’s wrongful forgery. Both Defendants intended that everyone should rely upon the fake document when presented.”

Paragraph 164 states: “When the fake document was presented, Plaintiff relied on MCC’s presentation of it as proof that MCC had already paid Mr. Garcia the sum of \$30,937.”

Paragraph 165 states: “Plaintiff Maverick understood that the payment of \$30,937 was intended to use up the funds that were due to them.”

Paragraph 166 states: “Plaintiff was subsequently harmed by discovering that Mr. Garcia had been paid nothing, (learning it had been a lie), then hearing from Attorney Healy on April 8, 2024, that MCC had actually made payment of \$30,937 to defendant DALK instead of to them.”

Defendant argues that the above statements were made in connection with or in preparation of this litigation, or a claim with the Labor Commissioner, such that they are subject to section 425.16. In his declaration, Dalk states that these statements were made as part of an actual or contemplated claim to the California Labor Commissioner filed on June 18, 2024. (Dalk decl., ¶6.) Defendant Dalk’s attorney, Matthew Witteman, states that during the course of this litigation, on or around October of 2024, he sent defendant counsel a copy of what he believed was an employment agreement between Dalk and Herring Construction. (Witteman, ¶5.)

CCP section 425.16 pertains to a “cause of action.” (CCP section 425.16(a).) The statute does not address extraneous allegations that do not make up the entirety of the cause of action. Here, there are other allegations supporting this cause of action that are not subject to CCP section 425.16. For example, Plaintiff alleges Defendant falsified timesheets when he worked for Plaintiffs. Defendant has not cited authority that CCP section 425.16 may be used to carve out allegations within a cause of action.

2. Fourth Cause of Action – Conspiracy to Commit Fraud

Plaintiffs’ fourth cause of action alleges that when Plaintiffs discovered the irregularities in Dalk’s project billing and change orders, they discovered that Dalk was being paid on the side by defendant MCC, with the collusion of MCC Chair Riggle. Plaintiffs allege that Riggle admitted various other instances of payments made directly to Plaintiff HSCI’s employee Dalk.

Thereafter, Plaintiffs allege defendant Dalk maliciously created a fake document and MCC colluded with him when Riggle presented the fraudulent document on April 5, 2024, to MCC attorney and Plaintiff Maverick as proof of corrections to Maverick’s work from five months prior, falsely claimed she had paid the amount stated to contractor Garcia, and claims to have the cancelled checks to prove it. This cause of action consists of paragraphs 170 through 186.

Paragraph 173 states: “Plaintiff claims that Defendant DALK maliciously created the “fake” document and MCC colluded with him when MCC Chair RIGGLE intentionally presented the fraudulent document on April 5, 2024, to MCC attorney and Plaintiff MAVERICK as proof of corrections to Maverick’s work from five months prior, and falsely claimed she had paid the amount stated to contractor Garcia, and that she had cancelled checks to prove it.”

Paragraph 174 states: “Attorney Adams questioned her about these statements because it was not a contract, it was only an estimate. She was steadfast in her claim and her intent.”

Paragraph 175 states: “MCC Chair Riggle knew the document was false, and that her statements were false, because the document was for an estimate, dated that day, of the meeting, not a signed contract, and estimates are not prepaid before contracts are entered.”

Paragraph 176 states: “By presenting the fake document. MCC ratified DALK’s wrongful forgery. Both Defendants intended that everyone should rely upon the fake document when presented.”

Paragraph 177 states: “When the fake document was presented, Plaintiff relied on MCC’s presentation of it as argument that MCC had already paid Mr. Garcia the sum of \$30,937.”

Paragraph 178 states: “Plaintiff Maverick understood that the payment of \$30,937 was intended to use up the funds that were due to them.”

Paragraph 179 states: “Plaintiff was subsequently harmed by discovering that Mr. Garcia had been paid nothing, (learning it had been a lie), then hearing from Attorney Healy on April 8, 2024, that MCC had actually made payment of \$30,937 to defendant DALK instead of to them.”

Paragraph 180 states: “Plaintiff was again harmed by MCC paying former employee DALK for their work.”

Paragraph 181 states: “Plaintiff was further harmed on April 8, 2024, by MCC stating that because of the existence of this fraudulent document they would not pay any part of the final billings, nor discuss further.”

Paragraph 182 states: “Plaintiff Maverick was also harmed to realize that Defendant DALK and Defendant MCC would rather present forged documents, rather than have a reasonable discussion about paying the final bill, and that there only pathway forward was to litigate a forged document, rather than discuss the scope of work completed.”

Paragraph 183 states: “Plaintiffs were left in a position where they were required to file suit in order to achieve resolution of their final billings, and the harm caused by the contract breaches, and are damaged by further attorney fees.”

Again, even if the above allegations are covered under CCP section 425.16, they do not cover the entirety of the cause of action. There are other allegations that support it. Defendant has not cited authority that CCP section 425.16 may be used to carve out allegations within a cause of action.

3. Additional Arguments

Defendant makes numerous other arguments—arguments that are appropriate to a demurrer or motion to strike under CCP section 436—not a motion under CCP section 425.16. Defendant argues that the SAC does not allege reliance; that the new allegations in the SAC are contrary to the court’s ruling that the alleged fake estimate he created is not actionable because Plaintiffs could not have relied upon said estimate as there was no settlement; that Plaintiffs are attempting to turn contract law into a tort; and that Plaintiffs have not alleged fraud with specificity. This motion was noticed as a Motion to Strike under CCP section 425.16. Therefore, the motion based upon these arguments are denied.

4. Request for Continuance

In his reply, Dalk requests this motion be continued to November 19, 2025, to be heard alongside his other motions to strike. The request is denied.

5. Conclusion and Order

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.

5. **24CV04493, Todt v. Simply Solar**

1. Motion to Compel – Requests for Production

Plaintiff Anne Todt (“Plaintiff”) moves for an order compelling Defendant Simply Solar (“Defendant”) to provide code-complaint responses, without objections, to Plaintiff’s Request for Production of Documents, Set Two, Nos. 32 through 41. This motion is made pursuant to California Code of Civil Procedure section 2031.300 on the grounds that Defendant failed to respond to Plaintiff’s document requests. Plaintiff seeks sanctions in the amount of \$3,272.50.

On June 2, 2025, Plaintiff served Requests for Production of Documents, Set Two (“RFPS”) and Special Interrogatories, Set Two (“SROGS” and collectively with RFPs, “discovery requests”) on Defendant’s counsel. The discovery requests included further interrogatories (Nos. 10-18) and document requests (Nos. 32-41) seeking information and documents related to the claims and defenses in this case. (Hames decl., ¶3.) Defendant’s responses were due on July 7, 2025. (*Id.*, ¶4.) As of the date of the motion, no responses have been received. (*Ibid.*)

Plaintiff’s counsel spent two hours on this motion. (*Id.*, ¶8.) His hourly rate is \$595. (*Id.*, at ¶8.) While Plaintiff’s counsel’s hourly rate is high for this area and this type of motion, sanctions in the amount of \$1,190 are reasonable on this motion.

The motion is GRANTED. Sanctions are granted in the amount of \$1,190. Defendant is ordered to provide responses, without objections, to Plaintiff’s Request for Production of Documents, Set Two, Nos. 32 through 41, and to pay sanctions within 20 days of this order. The court will modify and sign the proposed order.

2. Motion to Compel – Interrogatories

Plaintiff Anne Todt (“Plaintiff”) moves for an order compelling Defendant Simply Solar (“Defendant”) to provide code-complaint responses, without objections, to Plaintiff’s Special Interrogatories, Nos. 10 through 18. This motion is made pursuant to California Code of Civil Procedure section 2031.300 on the grounds that Defendant failed to respond to Plaintiff’s interrogatories. Plaintiff requests sanctions in the amount of \$297.50.

On June 2, 2025, Plaintiff served Requests for Production of Documents, Set Two (“RFPS”) and Special Interrogatories, Set Two (“SROGS” and collectively with RFPs, “discovery requests”) on Defendant’s counsel. (Hames decl., ¶3.) The discovery requests included further interrogatories (Nos. 10-18) and document requests (Nos. 32-41) seeking information and documents related to the claims and defenses in this case. (*Ibid.*) Defendant’s responses were due on July 7, 2025. (*Id.*, ¶4.) As of the date of the motion, no responses have been received. (*Ibid.*)

Plaintiff’s counsel spent 0.5 hours on this motion.

The motion is GRANTED. Sanctions are granted in the amount of \$297.50. Defendant is ordered to provide responses, without objections, to Plaintiff’s Special Interrogatories, Nos. 10 through 18, and to pay sanctions within 20 days of this order. The court will modify and sign the proposed order.

6. 25CV00415, County of Sonoma v. Ruffino

Plaintiff County of Sonoma (“County”) moves for entry of Default Judgment and Permanent Injunction against Defendants Kendra Ruffino, Tony Goodwin, and Celeste Goodwin (“Defendants”). As part of this motion, the County seeks to recover \$4,896.50 in Permit Sonoma Abatement Costs and \$12,932.50 in attorney fees. The County states Defendants owe civil penalties amounting to \$403,600.00.

The County brings this Motion to abate public nuisances and to permanently enjoin violations of the Sonoma County Code (“SCC”) Chapters 7 (Building), Chapter 24 (Sewage & Sewage Disposal), and 26 (Zoning) on the real property owned, possessed, and/or controlled by Defendants and located in the unincorporated area of Sonoma County at 930 Austin Creek Road, Cazadero, California, formally known as Assessor’s Parcel Number 105-230-012 (“the Property”).

On January 16, 2025, the County filed a Complaint to Abate Public Nuisances; To Abate Building Code, Sewage & Sewage Disposal Code, and Zoning Code Violations, To Abate Violations of CA Health and Safety Code; For Injunctive Relief; and For Money Judgment for Costs, Fees, and Delinquent Civil Penalties against Defendants.

Defendant Tony Goodwin was served with the Summons and Complaint on March 27, 2025, and Defendants Kendra Ruffino and Celeste Goodwin were served with the Summons and Complaint on April 1, 2025. Defendants did not file responsive pleadings. On May 14, 2025, the Clerk of the Court entered Defendants' defaults.

A judgment by default is said to "confess" the material facts alleged by the plaintiff, i.e., the defendant's failure to answer has the same effect as an express admission of the matters well pleaded in the complaint. (*Kim v. Westmoore Partners, Inc.* (2011) 201 Cal.App.4th 267, 281.) The "well-pleaded allegations" of a complaint refer to " "all material facts properly pleaded, but not contentions, deductions or conclusions of fact or law." ' ' (*Ibid.* [citing case]) Because the default confesses those properly pleaded facts, a plaintiff has no responsibility to provide the court with sufficient evidence to prove them—they are treated as true for purposes of obtaining a default judgment. (*Ibid.*)

The County's complaint alleges defendant Kendra Ruffino owns, operates, possesses, and/or controls the Property. (Complaint ["C"], ¶2.) Defendants Tony Goodwin and Celeste Goodwin exercised possession or control of the Property and they caused, maintained, allowed or are otherwise responsible for the violations of SCC 1-7(b). These are conclusions of fact and law. Therefore, evidence will be necessary to prove them.

On December 31, 2019, Permit Sonoma went to the Property to investigate complaints pertaining to an unpermitted structure, junkyard conditions, and a non-operative motor vehicle storage yard. (C, ¶¶27, 28.) The inspectors observed multiple violations including construction without a permit, including unpermitted electrical; unpermitted accessory structure; unpermitted septic without a permit, nonoperational motor vehicle storage yard; and junkyard conditions. (C., ¶29.) On January 2, 2020, Permit Sonoma issued Notice and Orders regarding the code violations. (C. ¶¶30-33.) On February 1, 2024, Permit Sonoma sent Defendants a letter notifying them that civil penalties had been assessed against the Property at the rate of \$40.00 per day, per violation, and would continue to accrue until the violations are abated and verified by Permit Sonoma. (C. ¶35.) On October 8, 2024, Permit Sonoma issued additional Notices and Order pertaining to electrical and gas connections and a septic system. (C. ¶¶47-40.)

Defendants have applied for three permits: SEP240316 – septic tank district application, which is currently under review; DEM240443 – Demolition of existing 10'x17' structure built over travel trailer application, which is currently awaiting a response from Defendant; and DEM24- 0439 – 116 square feet tiny home, which is currently awaiting a pre-issue payment for the permit. (C. ¶51.) Despite the County attempting to motivate Defendants to complete the permit applications, Defendants have failed to move forward as the County has requested. (C. ¶52.) Permit Sonoma has not heard from Defendants since October 2024. (C. ¶53.)

The complaint alleges causes of action for (1) Building Code Violations – Chapter 7; (2) Sewage & Sewage Disposal Code Violations – Chapter 24; (3) Zoning Code Violations – Chapter 26; (4) Substandard Structure – Health & Safety Code section 17920.3; (5) Public Nuisance; and (5) for Money Judgment for Failure to Pay Costs, Fees, and Civil Penalties. The complaint lists costs and penalties owed. However, as they are conclusions of law and fact, evidentiary support is necessary on this motion.

1. Substandard Structures

The County first argues this court should order the substandard structures be demolished. This request is based upon the County's fourth cause of action for the abatement of substandard structures and the County's prayer that it be allowed to abate the nuisance if Defendants do not.

Sections 17980-17982 of the Health and Safety Code provide that an enforcement agency may apply to the superior court for an order removing any violation contained in that part of the Health and Safety Code or abate any nuisance. (*People v. Wheeler* (1973) 30 Cal.App.3d 282, 294–

295.) When a building is constructed in defiance of an ordinance, a lesser showing of danger to health and safety need be shown than when the building was erected according to the then existing standards and later becomes unsafe. (*Id.*, ¶295.) A nuisance may be ordered abated by the demolition of the offending structure if the nuisance which it creates cannot be otherwise abated, and when it has not otherwise been abated. (*Ibid.*)

Here, the Notices and Orders issued for the Substandard Structure and Dangerous Building informed Defendants that they had to submit a permit application to either repair or demolish the structures within 30 days from the date on the notice. (Lee Decl. ¶¶22-24, Exhibit A.) As of the filing of this motion, the deadline has long since passed and Defendants have not completed any permit applications to repair or demolish the Substandard Structures and Dangerous Buildings – the SFD and tiny home. (*Id.*, ¶29.)

As to the County’s fourth cause of action, default judgment shall be entered granting the County’s request to demolish the substandard structures.

2. Permanent Injunction

The County argues that a permanent injunction is necessary to ensure compliance with county code.

An injunction may be granted when it appears by the complaint that the plaintiff is entitled to the relief demanded, and the relief, or any part thereof, consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually. (CCP section 526(a)(1).)

If a default was duly entered after a defendant has failed to appear and answer the complaint for injunction, he or she is deemed to have consented to the issuance of the injunction. (*Application of Circosta* (1963) 219 Cal.App.2d 777, 785–786.)

As stated in the Complaint and Declaration of Inspector Andrew Lee, Defendants have failed to abate violations of the Sonoma County Building, Zoning, Well and Septic Codes and California Health and Safety Code that exist on the Property, and the Property constitutes a public nuisance. (Complaint; Lee Decl ¶29.) Despite notice and a reasonable amount of time to abate the violations, Defendants have failed to abate the violations on the Property or to respond to the Complaint. Therefore, the County’s request for a permanent injunction is granted.

3. Costs

The County requests the court enter judgment for its costs incurred, including attorney fees. As used in the SCC, “costs” includes all costs incurred by the county in pursuing abatement, associated remedies, and civil penalties, including administrative overhead, salaries, attorneys’ fees, and expenses incurred by any county department or agency. (SCC § 1-7(b).) State law also indicates “a prevailing party is entitled as a matter of right to recover costs in any action or proceeding.” (Code Civ. Proc. § 1032, subd. (b).) Pursuant to Code of Civil Procedure section 1033.5, “costs” includes attorney’s fees “when authorized by . . . (B) Statute. (C) Law.” (Code Civ. Proc. § 1033.5, subd. (a)(10).) Generally speaking, and specifically in the context of section 1033.5, a municipal ordinance is a “statute” and a “law”. (*City of Santa Paula v. Narula* (2003) 114 Cal.App.4th 485, 492.)

Sonoma County Code section 1-7.3(d) provides: “A responsible party is liable for all associated abatement costs.” SCC § 1-7(f)(4) provides, “Each responsible party is jointly and severally liable for abating a violation, paying associated costs and civil penalties, and otherwise complying with an order or final determination. Unpaid amounts may be considered a personal obligation of each responsible party.”

The County does not distinguish between the Defendants in its request. Here, defendant Kendra Ruffino is alleged to own the Property and defendants Tony Goodwin and Celeste Goodwin are alleged to exercise possession or control of the Property. The allegations in the complaint that

each defendant is responsible are conclusory such that an evidentiary showing is required. It is not clear from the evidence presented whether each defendant is responsible for all violations.

i. Permit Sonoma Costs

In his declaration, Code Enforcement Inspector II, Andrew Lee, states Permit Sonoma has incurred abatement costs in the amount of \$4,896.50. (Lee decl., ¶31.) Mr. Lee has not broken down the costs incurred. The County will need to provide a breakdown of what costs were incurred for what services.

ii. County Counsel

County Counsel, Alexandra Apodaca, states that as of the date of this motion, the County has incurred \$12,932.50 in attorney fees and costs. (Apodaca decl., ¶15.) The County's current billing rate is \$323 per hour. (*Id.*, ¶16.) County Counsel have not provided any other details.

4. Penalties

Pursuant to SCC section 1-7.1, daily civil penalties accrue from the date of mailing, posting, or personal service of a notice and order, whichever is earlier, through the date of abatement of the violation as verified by the enforcing officer. (SCC § 1-7.1(d).)

Code Enforcement Officer, Andrew Lee, states that as of July 11, 2025, civil penalties are owed in the amount of \$403,500.00. These are broken down, as follows:

Unpermitted SFD (VBU20-0002), \$ 80,720.00 (January 2, 2020 — July 11, 2025 or 2,018 days x \$40.00 per day);

b. Unpermitted accessory structure (VBU20-0003), \$ 80,720.00 (January 2, 2020— July 11, 2025 or 2,018 days x \$40.00 per day);

c. Unpermitted septic system (VWS20-0001), \$80,720.00 (January 2, 2020 — July 11, 2025 or 2,018 days x \$40.00 per day);

d. Non-operational motor vehicle storage yard (VPL20-0001) \$ 80,720.00 (January 2, 2020 — July 11, 2025 or 2,018 days x \$40.00 per day);

e. Junkyard conditions (VPL20-0002) \$80,720.00 (January 2, 2020 — July 11, 2025 or 2,018 days x \$40.00 per day).

As of the date of the motion, no penalties have been paid. (Apodaca decl., ¶19.)

The County does not distinguish between the Defendants. It is not clear if all Defendants maintained all violations or if one or more defendants are responsible for some but not others.

The County argues that penalties are different from damages. They argue that, because the County cannot know when the code violations will be abated, this court should order that Defendants pay additional penalties accrued up until the violations are abated. No authority is provided that this court may give the County a “blank check” order requiring Defendants to pay ongoing violations. In addition, the County will now have the ability to abate code violations. Shouldn't the daily accrual of penalties stop since the County will now be the party responsible for abating the code violations?

5. Conclusion and Order

The County's motion for a default judgment ordering and allowing the County to demolish the substandard structures and granting a permanent injunction to abate the code violations is GRANTED. This Court will set a prove-up hearing for the County to establish the amount of costs and penalties incurred and owed as against each defendant. Notice of that hearing will be mailed to the County subsequent to this hearing.

The County is directed to provide an updated proposed order consistent with this ruling. The County is directed to only include items that are addressed in this motion; e.g., the County has not shown CCP section 664.6 should be included in the order.

7. **25CV01336, Bailey v. Hyundai Motor America**

This matter is on calendar for the motion of defendant Hyundai Motor America (“Hyundai”) for an order compelling Plaintiffs Bruce W. Bailey and Debra M. Bailey (“Plaintiffs”) to arbitrate their claims in accordance with their arbitration agreement and staying this action pending the outcome of arbitration. The motion was originally on calendar on October 8, 2025, but was continued to this calendar for oral argument. **APPEARANCED REQUIRED** for oral argument.

8. **25CV01756, Wells Fargo Bank, N.A. v. Dimitrov**

Plaintiff Wells Fargo Bank, N.A. moves for summary judgment against defendant Ivan Dimitrov on its first cause of action for breach of written contract and second cause of action for contract (implied in fact).

On October 31, 2025, the parties filed a Stipulation for Entry of Judgment and Settlement and Release & Dismissal of Action. Accordingly, **the motion for summary judgment is MOOT. The court will enter judgment pursuant to the parties’ stipulation.**