TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, November 13, 2026 3:00 pm
Courtroom 19 –Hon. Oscar A. Pardo
3055 Cleveland Avenue, Santa Rosa

The tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument, **YOU MUST NOTIFY** the Judge's Judicial Assistant by telephone at **(707) 521-6602**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

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

TO JOIN ZOOM ONLINE:

Department 19 Hearings
MeetingID: 160-421-7577
Password: 410765
https://sonomacourt-org.zoomgov.com/j/1604217577

TO JOIN ZOOM BY PHONE:
By Phone (same meeting ID and password as listed for each calendar):
+1 669 254 5252 US (San Jose)

PLEASE NOTE: The Court's Official Court Reporters are "not available" within the meaning of California Rules of Court, Rule 2.956, for court reporting of civil cases.

1. 24CV06419, Benedict v. The Ezralow Company, LLC

The motion to allow Plaintiffs to file supplemental evidence in support of their motion for summary adjudication is DROPPED from calendar as the Court already adjudicated this motion together with the related summary adjudication motion on September 4, 2026. (See Order Denying Plaintiffs' Motion for Summary Adjudication, filed September 21, 2026.)

2. 25CV00234, Fleming v. Mitchell

Defendant Jasmine Mitchell's motion to quash service of summons is **DENIED**.

I. Factual and Procedural Background

Plaintiff Matthew Fleming, both individually and as guardian ad litem for Montana Love Fleming (together as "Plaintiffs"), filed the complaint (the "Complaint") against Defendants Jasmine Mitchell ("Defendant"), Colin James Brodeur (dismissed on January 6, 2026), along with Does 1-10, arising out of an alleged unlawful eviction. This matter is on calendar for Defendant's motion to quash service of summons under Code of Civil Procedure section 418.10.

Plaintiffs commenced this action on January 9, 2025. Defendant subsequently moved to vacate the default and quash service of summons, contesting the personal service purportedly effected on June 1, 2025. On April 8, 2026, the Court granted Defendant's motion, finding that the evidence failed to establish that Defendant was the individual who spoke with the process server. (*Fleming v. Mitchell* (Super. Ct. Sonoma County, 2026, No. 25CV00234), minute order dated April 8, 2026.) The Court additionally found that substituted service had not been completed absent a showing the process server had mailed additional copies of the papers to Defendant. (*Id*.)

Following the Court's ruling, Plaintiffs undertook additional efforts to serve Defendant at 12020 Mays Canyon Road (the "Residence") in Guerneville, California, which Defendant identifies as her residence. (McNeany, Decl., ¶ 7.) On June 18, 2026, the process server made two attempts to personally serve Defendant at the Residence but received no response. (McNeany, Decl., ¶¶ 7, 8.) On July 22, 2026, the process server returned to the Residence and encountered Aaron Mitchell, who identified himself as Defendant's adult brother. (McNeany, Decl., ¶ 9.) Aaron entered the residence, spoke with a woman inside, and returned outside. (McNeany, Decl., ¶ 9.) The process server informed Mr. Mitchell that he had legal documents for Defendant and that he would effectuate substituted service. (McNeany, Decl., ¶ 9.) Mr. Mitchell refused the papers and began walking towards the residence. (McNeany, Decl., ¶ 9.) The process server then placed the documents on a table, advised Mr. Mitchell of their location, and photographed them. (McNeany, Decl., ¶ 9, Exhibit A.) On July 24, 2026, the process server mailed additional copies to Defendant at the same address by first-class mail. (McNeany, Decl., ¶ 11, Exhibit B.)

II. Governing Law

A. Motion to Quash

The Code of Civil Procedure states that "[a] defendant, on or before the last day of his or her time to plead or within any further time that the court may for good cause allow, may serve and file a notice of motion... [t]o quash service of summons on the ground of lack of jurisdiction of the court over him or her." (Code Civ. Proc. §418.10(a)(1).) Proper in state methods of service of summons for general civil actions are delineated under Code of Civil Procedure sections 415.10, 415.20, 415.30, and 415.50. In the case of a defendant sued in his or her individual capacity, service may only be made on a person other than the individual defendant if that person has been authorized by the defendant to receive service of process on his or her behalf. (Code Civ. Proc. § 416.90.)

Furthermore, "[i]n the absence of a voluntary submission to the authority of the court, compliance with the statutes governing service of process is essential to establish th[e] court's personal jurisdiction over a defendant." (See Code Civ. Proc. § 410.50; *Dill v. Berquist Construction Co*. (1994) 24 Cal.App.4th 1426, 1439; *Am. Express Centurion Bank v. Zara* (2011) 199 Cal.App.4th 383, 387 ["[C]ompliance with the statutory procedures for service of process is essential to establish personal jurisdiction."].) Thus, without valid service, the Court lacks personal jurisdiction over a defendant. (Code Civ. Proc. § 418.10(a)(1).)

"When a defendant argues that service of summons did not bring him or her within the trial court's jurisdiction, the plaintiff has 'the burden of proving the facts that did give the court jurisdiction, that is the facts requisite to an effective service.'" (*Am. Express Centurion Bank*, *supra*, 199 Cal.App.4th at 387, quoting *Coulston v. Cooper* (1966) 245 Cal.App.2d 866, 868.)

B. Substituted Service

Because of its greater reliability, the law prefers personal service over substituted service. For practical reasons, however, substituted service is permitted after personal service fails. (Code Civ. Proc. § 415.20) A "defendant will not be permitted to defeat service by rendering physical service impossible." (*Khourie, Crew & Jaeger v. Sabek, Inc*. (1990) 220 Cal.App.3d 1009, 1013.)

To achieve that end, Code of Civil Procedure section 415.20 permits substituted service at a defendant's dwelling after reasonable diligence. The serving party must leave the papers in the presence of a competent household member, inform that person of the papers' general nature, and thereafter mail copies to the defendant at the same address. (Code Civ. Proc. § 415.20(b).) "To be constitutionally sound, the form of substituted service must be 'reasonably calculated' to give an interested party actual notice of the proceedings and an opportunity to be heard. . . [in order that] the traditional notions of fair play and substantial justice implicit in due process are satisfied." (*Zirbes v. Stratton* (1986) 187 Cal.App.3d 1407, 1416 [internal citations omitted].) Service is deemed complete on the tenth day after mailing. (Code Civ. Proc. § 415.20(a).)

III. Motion to Quash

The Court finds that Plaintiff properly effectuated substituted service. Here, before attempting substituted service, the process server twice attempted to personally serve Defendant at her residence. (McNeany, Decl., ¶ 7, 8.) "Ordinarily, . . . two or three attempts at personal service at a proper place should satisfy the requirement of reasonable diligence and allow substituted service to be made." (*Espindola v. Nunez* (1988) 199 Cal.App.3d 1389, 1392 [internal citations omitted].) The two attempts therefore demonstrated reasonable diligence under the circumstances.

After those attempts, the process server left the summons and Complaint with Defendant's adult brother. (McNeany, Decl., ¶ 9.) Mr. Mitchell's actions, including entering the residence to look for Defendant, speaking with someone inside, and relaying a message to the process server, demonstrated his connection and access to the household. These circumstances support that delivery to Mr. Mitchell was reasonably calculated to provide Defendant with notice of the proceedings. Although Mr. Mitchell refused to accept the documents, the process server informed him of their nature and left them in his presence. (McNeany, Decl., ¶ 9.) Defendant cannot rely on the refusal to accept service or her apparent unavailability to undermine otherwise proper service, particularly where Plaintiff made multiple attempts to serve her personally before resorting to substituted service.

The process server then mailed the summons and Complaint to Defendant at the same address. (McNeany, Decl., ¶ 11.) Defendant acknowledges that she resides at that address and there is no evidence that the mailing was returned as undeliverable. (See Defendant's Address in Caption of Motion to Compel; McNeany, Decl., ¶ 11.) The Court finds that Plaintiff complied with the requirements of Code of Civil Procedure section 415.20.

Defendant's arguments do not rebut this showing. Her general denial of valid service does not controvert the process server's detailed account. Nor does Plaintiff's failure to file proof of service before Defendant filed the present Motion establish defective service or provide an independent basis to quash the summons.

The service relevant to the present Motion therefore differs from the prior attempt. The Court finds that Plaintiff has established that he properly completed substituted service.

IV. Disposition

Defendant Jasmine Mitchell's motion to quash service of summons is **DENIED**. Pursuant to Code of Civil Procedure section 418.10(b), Defendant shall file a responsive pleading within 15 days after service of written notice of entry of this Order.

Plaintiff shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

3. 26CV02988, Earle Cameron v. Toyota Motor Corporation

Defendant Toyota Motor Corporation's motion to quash service of summons is **GRANTED**. The purported service of summons and complaint on Toyota Motor Corporation is quashed.

Defendant Toyota Motor Corporation's request for dismissal from the action is **DENIED**.

I. Factual and Procedural Background

Plaintiff Simon David Earle Cameron ("Plaintiff") filed this action on April 28, 2026, asserting claims arising from the purchase of a 2025 Toyota Tacoma and alleged defects, nonconformities, and breaches of warranty concerning that vehicle.

The unverified Complaint names Toyota Motor Corporation ("TMC"), Toyota Motor Sales, U.S.A., Inc. ("TMS"), Toyota Motor North America, Inc., Freeman Motors, Inc., and Doe defendants. It alleges that TMC is the owner of TMS and Toyota Motor North America, Inc. (Compl. ¶¶ 4, 5.) The Complaint further alleges that CT Corporation, located at 330 North Brand Boulevard in Glendale, California, serves as the registered agent for service of process for both TMC and TMS. (Compl. ¶¶ 5, 7.)

On July 10, 2026, TMC specially appeared and moved under Code of Civil Procedure section 418.10 to quash service of summons and dismiss the action as to TMC. TMC contends that it is a Japanese corporation not registered or qualified to do business in California. (Skanes, Decl., ¶¶ 10, 11, Exh. B.) Plaintiff attempted to serve TMC through the registered agent of TMS, a

separate entity not authorized to accept service on TMC's behalf. (Skanes, Decl., ¶¶ 12, 13; Dupart, Decl., Exh. 2.) The attempted service was rejected twice. (Skanes, Decl., ¶ 14.) TMC further argues that, because it is located in Japan, service was required to comply with the Hague Service Convention. According to TMC, Plaintiff did not translate the service documents into Japanese, transmit them through Japan's designated Central Authority or obtain a certificate of service under the Convention.

Plaintiff avers that service was proper on CT Corporation as the agent for TMS, which the opposition characterizes as TMC's United States subsidiary. (Opposition, 2:1-6.) Plaintiff contends that TMS serves as TMC's domestic distributor and general manager for purposes of service, making transmission of the documents to Japan or compliance with the Hague Convention unnecessary. (Opposition, 2:9-14.)

II. Governing Law

C. Motion to Quash

Code of Civil Procedure section 418.10(a)(1) permits a defendant to move to quash service of summons on the ground that the court lacks jurisdiction over the defendant. A California court generally acquires jurisdiction over a party when summons is served in the manner prescribed by law. (*Stancil v. Superior Court* (2021) 11 Cal.5th 381, 392 [citing Code Civ. Proc. §§ 410.50, 412.20].)

> "From the defendant's perspective, due notice to the defendant is essential to the jurisdiction of all courts, as sufficiently appears from the well-known legal maxim, that no on shall be condemned in his person or property without notice, and an opportunity to he heard in his defense. [Citation.] Service of process thus protects a defendant's due process right to defend against an action by providing constitutionally adequate notice of the proceeding."
>
> (*Rockefeller Technology Investments (Asia) VII v. Changzhou SinoType Technology Co., Ltd.* (2020) 9 Cal.5th 125, 139 [internal citations omitted].)

On a challenge to personal jurisdiction by a motion to quash, the plaintiff has the burden of proving, by a preponderance of the evidence, the factual bases justifying the exercise of jurisdiction. (*Buchanan v. Soto* (2015) 241 Cal.App.4th 1353, 1362.) The plaintiff must present competent evidence and may not rely solely on allegations in an unverified complaint. (*Ibid*.) If the plaintiff meets this burden, "it becomes the defendant's burden to demonstrate that the exercise of jurisdiction would be unreasonable." (*Ibid*.)

D. Service of Process on a Corporation

A summons may be served on a corporation on by delivery to its designated agent for service of process, specified corporate officers, a general manager, or any other person authorized by the corporation to receive service. (Code Civ. Proc. § 416.10.) The filing of a proof of service

creates a rebuttable presumption of proper service only when the proof complies with the applicable statutory requirements. (*Floveyor Internat., Ltd. v. Superior Court* (1997) 59 Cal.App.4th 789, 795; *Lebel v. Mai* (2012) 210 Cal.App.4th 1154, 1163.)

E. The Hague Service Convention

The Hague Service Convention is a multinational treaty formed in 1965 to establish an "appropriate means to ensure that judicial and extrajudicial documents to be served abroad shall be brought to the notice of the addressee in sufficient time." (Hague Convention, Preamble, 20 U.S.T. 361, 362.) Service outside the United States is subject to the Hague Service Convention. (Code Civ. Proc. § 413.10.) The Convention applies when the forum's law requires documents to be transmitted abroad as a necessary part of service. (*Volkswagenwerk Aktiengesellschaft v. Schlunk* (1998) 486 U.S. 694, 698—99.) "Compliance with the Convention is mandatory in all cases which it applies" and failure to comply with the Convention voids the attempted service. (*Id.* at 705.) Both the United States and Japan are signatories of the Convention. (*Honda Motor Co. v. Superior Court* (1992) 10 Cal.App.4th 1043.)

Conversely, the Convention is not implicated when forum law permits service to be completed domestically through an authorized agent of the foreign agent because no transmission abroad is required. (*Volkswagenwerk Aktiengesellschaft, supra,* 486 U.S. at 706—708.) When the Convention applies, however, it preempts inconsistent methods of service prescribed by state law. (*Ibid*.)

III. Motion to Quash

A. Plaintiff Has Not Established Valid Domestic Service on TMC

The threshold question is whether Plaintiff established that service on CT Corporation constituted valid domestic service on TMC. If TMS was TMC's general manager in California for purposes of service, no transmission abroad was required, and the Hague Service Convention would not apply. (*Volkswagenwerk Aktiengesellschaft, supra,* 486 U.S. at 706—708; *Yamaha Motor Co., Ltd. v. Superior Court* (2009) 174 Cal.App.4th 264, 269-270.) TMC's broader contention that the Convention necessarily applies merely because TMC is incorporated and located in Japan therefore is not persuasive on this specific point.

The present evidentiary showing, however, does not establish the relationship required for domestic service. The proof of service does not show that CT Corporation was TMC's agent or that TMS was TMC's general manager. (Dupart, Decl., Exh. 1.) Plaintiff's counsel's declaration likewise lacks personal knowledge or facts showing that TMS had the ownership, distribution, marketing, testing, warranty, complaint handling, or regular contacts with TMC found sufficient in *Yamaha*. (Cf. Dupart, Decl., ¶¶ 1-8 with *Yamaha Motor Co., supra*, 174 Cal.App.4th at 274 [emphasizing the exclusive arrangement between Yamaha-Japan and Yamaha-America as the "American face of the Japanese company."].) Allegations of TMS's role as the vehicle's distributor and warrantor may lend some support to Plaintiff's position but does not establish its authority to accept service for TMC. (Opposition, 3:24-27.) Alleging the distribution of one vehicle and issuance of its warranty, without competent evidence explaining the relationship

between the entities, does not permit the Court to determine that TMS functioned as TMC's general manager or registered agent under the fact-specific standard articulated in *Cosper* and later relied upon in *Yamaha*. (See *Cosper v. Smith & Wesson Arms Co.* (1959) 53 Cal.2d 77, 83; see also *Yamaha Motor Co*., *supra*, 174 Cal.App.4th at 274.)

Nor does Plaintiff's reliance on *L.W. v. Audi AG* cure the evidentiary shortcomings. (Opposition, 2:15-17.) Upon a motion to quash service of summons, the plaintiff bears the initial burden of establishing facts supporting the exercise of personal jurisdiction, including purposeful availment and relatedness, by a preponderance of the evidence. (*L.W. v. Audi AG* (2025) 108 Cal.App.5th 95, 108.) Here, Plaintiff's evidence concerns only the attempted service and the parties' meet and confer efforts, not TMC's California activities or TMS's authority to receive service for TMC. (Dupart, Decl., ¶¶ 1-8.) To the contrary, Plaintiff's own evidence establishes that CT Corporation rejected the attempted service on TMC, citing the absence of an agency relationship. (Dupart, Decl., Exhibit 2.) Accordingly, Plaintiff has not met the burden of establishing that TMS was TMC's authorized domestic agent for service.

B. Dismissal Is Not Warranted

TMC requests that the Court quash service or dismiss it from the action based on the asserted service defects. The showing supports quash but not dismissal.

Code of Civil Procedure section 418.10 separately authorizes a motion to quash service for lack of jurisdiction, a motion to stay or dismiss for inconvenient forum, and a motion to dismiss under the statutory provisions governing delay in prosecution. The present motion establishes that the attempted service is defective but does not establish a separate statutory ground for dismissing TMC from the action.

TMC's assertion that TMS is the proper warrantor and distributor concerns whether Plaintiff can state or prove claims against TMC. The merits of the complaint are not at issue on this motion to quash. (*In re Automobile Antitrust Cases I & II* (2005) 135 Cal.App.4th 100, 110.) Accordingly, the Court denies TMC's request for dismissal without reaching the merits of Plaintiff's claims or whether TMC may later seek dismissal through another procedurally proper motion.

IV. Disposition

Defendant Toyota Motor Corporation's motion to quash service of summons is **GRANTED**. The purported service of summons and complaint on Toyota Motor Corporation is quashed.

Defendant Toyota Motor Corporation's request for dismissal from the action is **DENIED**.

The moving party shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

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