TENTATIVE RULINGS: CIVIL LAW & MOTION

Wednesday, November 4, 2026 at 3:00 p.m.
Courtroom 18 – Hon. Dana Simonds
Civil and Family Law Courthouse
3055 Cleveland Avenue
Santa Rosa, California 95403

The tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument, **YOU MUST NOTIFY** the Judge's Judicial Assistant by telephone at **(707) 521-6724**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

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

TO JOIN ZOOM ONLINE:

Department 18:
Meeting ID: **160—739—4368**
Password: **000169**
https://sonomacourtorg.zoomgov.com/j/1607394368?pwd=aW1JTWlIL3NBeE9LVHU2NVVpQlVRUT09

TO JOIN ZOOM BY PHONE:
By Phone (same meeting ID and password as listed for each calendar):
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Unless notification of an appearance has been given as provided above, the tentative ruling shall become the ruling of the Court the day of the hearing at the beginning of the calendar.

1-3. 24CV06528, Novograd v. Bogetti Construction, Inc.

This is a joint ruling on Plaintiffs' Motion to Compel Responses to Form Interrogatories, Set Two, Motion to Compel Responses to Requests for Production of Documents, Set One, and Motion to Compel Responses to Special Interrogatories, Set One from Defendants Wine Country Estate Development, LLC, Meher Sanjay Muppaneni, Kailash P. Tripathi, and Dayanand Pochugari (collectively "Defendants"). Each of Plaintiffs' motions are **GRANTED**. Plaintiffs' request for monetary sanctions against Defendants and their counsel of record, jointly and severally, is **GRANTED** in the total amount of $2,250.00. Moreover, an additional $1,000 sanction shall be imposed against Defendants' counsel pursuant to CCP § 2023.050.

The Court notes that Plaintiffs have filed a reply brief that responds to a supposed opposition by Defendants to these motions. However, Defendants have not filed an opposition to these motions with the Court. Therefore, Plaintiffs' reply brief has not been considered.

Defendants are ordered to provide complete, code-compliant, objection-free responses to these discovery requests within 20 days of notice of entry of an order on this motion. The sanctions shall be paid within the same time.

Plaintiffs' counsel shall submit a written order consistent with this tentative ruling. Due to the lack of oppositions, compliance with Rule 3.1312 is excused.

Analysis:

Plaintiffs served their Form Interrogatories, Set Two, Requests for Production of Documents, Set One, and Special Interrogatories, Set One on Defendants on April 20, 2026. Defendants never responded. By failing to respond to these discovery requests, Defendants have waived all objections to them.

Sanctions are warranted against defendants and their counsel of record due to counsel's failure to respond to the discovery demands in any way. Plaintiffs' request for $750 per motion is reasonable and is granted. Plaintiffs' request for supplemental sanctions of $1,000 imposed against Defendants' counsel pursuant to CCP § 2023.050 relating to the requests for production of documents is granted. The total amount of sanctions imposed shall be $2,250.00 jointly and severally upon Defendants and their counsel and an additional $1,000.00 against Defendants' counsel only.

4. 25CV07361, Pellegrino v. General Motors, LLC

Plaintiff's motion for an order to enforce settlement agreement is **GRANTED**.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

Analysis:

Plaintiff seeks to enforce a signed settlement agreement executed with Defendant General Motors LLC ("GM") on June 17, 2026. This settlement followed Plaintiff's acceptance of GM's Statutory Offer to Compromise pursuant to Code of Civil Procedure § 998. The terms of the settlement required GM to repurchase a 2023 Chevrolet Bolt, VIN: 1G1FX6S08P4145921 ("Subject Vehicle") for the lump sum of $42,340. Under the terms of the agreement, GM was required to comply with these terms within thirty (30) days of receipt of the financial documents required to transfer title.

Plaintiff provided the required financial documents—including the Retail Installment Sale Contract, current registration, payment history, and clear title information—on October 6, 2025, and again via Initial Disclosures on February 17, 2026. Plaintiff now seeks to enforce the settlement agreement because GM has failed to perform its obligations under the agreement.

GM opposes the motion on the grounds that Plaintiff's document production was missing an updated registration and a complete copy of the title for the subject vehicle. GM claims that it has been waiting to perform under the agreement until receiving these documents.

The parties' agreement provides,

> Plaintiff will deliver the Subject Vehicle to GM on a date, time and place mutually agreeable

> and will provide the financial documents required to transfer title and a copy of this signed offer in advance of the surrender. The financial documents required to transfer title include: the purchase contract or lease agreement, a current payoff for any applicable lien or clear title for the subject vehicle, and current registration for the subject vehicle. GM will have thirty days from the receipt of the financial documents to comply with the terms of this offer.

(Hendrickson Decl., Ex. A, ¶ 1.)

Plaintiff has established that the documents outlined in the settlement agreement were provided. GM claims that it was awaiting additional documents that are not explicitly listed in the agreement; however, there is nowhere in the record that establishes that GM communicated to Plaintiff that it needed such documents any time prior to October 22, 2026—the day its opposition to this motion was due—though this motion was served on GM on July 22, 2026. Since Plaintiff provided the required documents that were outlined in the settlement agreement prior to executing the settlement agreement, by its terms, GM had 30 days from execution of the settlement agreement to perform. It did not perform, and it made no attempt to communicate with Plaintiff regarding the additional documents needed until October. The motion is granted.

5. 24CV03721, Zerah v. Guerneville School District

Defendant's unopposed motion to strike Plaintiffs' Supplemental Complaint filed June 2, 2026, is **GRANTED**.

Defendant's counsel shall submit a written order consistent with this tentative ruling. Due to the lack of opposition, compliance with Rule 3.1312 is excused.

Analysis:

CCP § 464(a) provides that a plaintiff "may be allowed, on motion, to make a supplemental complaint…alleging facts material to the case occurring after the former complaint…" "A motion to file a supplemental pleading is addressed to the discretion of the trial court…" (*Wood v. Brown* (1974) 39 Cal.App.3d 232, 240.)

Plaintiffs filed their June 2, 2026, Supplemental Complaint without first moving for leave of Court to do so. Accordingly, it is not filed in conformity with the law. (CCP § 436(b).) Therefore, it shall be stricken in its entirety.

6. 23CV00623, Aspire General Insurance Co. v. Guzman

Plaintiff's unopposed motion to enforce settlement agreement and enter judgment is **GRANTED**.

The Court will sign the proposed judgment lodged with the moving papers. Plaintiff has not submitted a proposed order on this motion. Plaintiff's counsel shall submit a written order on this motion that is consistent with this tentative ruling. Due to the lack of opposition, compliance with

Rule 3.1312 is excused.

Analysis:

This case settled on or about January 30, 2025. The parties entered into a Settlement Agreement and Release of All Property Damage Claims and Stipulation for Entry of Judgment and Installment Payments (hereinafter, the "Stipulation"). The Stipulation calls for the Court to retain jurisdiction over this matter to enforce the terms of the settlement pursuant to Code of Civil Procedure section 664.6. The Stipulation calls for Defendant to pay the sum of $890.70 on or before January 15, 2025, and the sum of $100.00 on or before the 1st of each month from March 1, 2024, to October 1, 2026, with the total installments equaling $4,090.70. The last payment received from Defendant was on or about September 30, 2025, in the amount of $100.00. To date, Defendant has made total payments in the amount of $1,690.70. No further payments have been received from Defendant after September 30, 2025. Defendant owes an unpaid principal balance of $2,400.00. Plaintiff requests that judgment be entered against Defendant in the principal sum of $6,259.52, plus interest ($1,630.91) at the rate of 10% per annum from September 19, 2023 (date of filing of the Complaint), less credit for all payments received totaling $1,690.70, plus court costs of $225.00. The request is granted.

7. 26CV03865, Wood v. Mobile Fidelity Sound Lab, Inc.

The unopposed application of Joseph J. Madonia to appear pro hac vice is **GRANTED** pursuant to California Rules of Court, Rule 9.40.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

8. SCV-272635, Stoeckmann v. Keaton

Plaintiffs' motion for an order to enforce settlement agreement and enter judgment is **GRANTED**.

If no hearing is requested the Court will sign the proposed order lodged with the moving papers.

Analysis:

On August 29, 2025, Plaintiffs' counsel filed with the court a notice of conditional settlement. Plaintiffs make the instant motion on the grounds that the parties executed a binding Agreement on or about October 22, 2025 that expressly authorizes Plaintiffs to undertake certain defined fence work following approval of a lot line adjustment, requires twenty-one days' written notice with a limited seven-day postponement right, imposes mutual non-interference and access obligations, requires Defendants to remove vegetation and irrigation in the fence-work area upon receipt of the 21-day notice (with failure deemed abandonment permitting destructive removal), provides for retained jurisdiction of this Court under CCP § 664.6, and a prevailing-party attorney's fee clause. The Agreement authorizes Plaintiffs, after approval of the lot line adjustment (or execution of exclusive easements if the LLA is denied), to remove and relocate a jog portion of the existing fence to the agreed boundary and reconstruct it to substantially match the existing fence height and materials, with use of a licensed contractor and diligent scheduling. The Agreement further provides that neither party shall unreasonably interfere or obstruct access or construction efforts and

anticipates workers may need to be present on both properties to perform the fence work.

Pursuant to the Agreement, the parties submitted a lot line adjustment ("LLA") application to the County. The County issued a letter formally "approving" the LLA, which letter was dated June 18, 2026.

Following receipt of "approval" of the LLA from the County, Plaintiffs provided the requisite 21-day notice to Defendants concerning the forthcoming fence work. In response, Defendants have rejected the notice and informed Plaintiffs, through counsel, that access will be contested and/or denied. According to their opposition, Defendants do not agree that the June 18, 2026, letter from Permit Sonoma constituted an "approval" of the LLA, but was merely a conditional approval of the LLA. Defendants are concerned that if the letter is construed as an approval, then the portion of the land on which fencing work will be done will still be owned by them, but there is no indemnity clause protecting them from liability. They sought to have Plaintiffs agree to a separate indemnity provision, but Plaintiffs did not agree.

Based on the Court's reading of the June 18th Permit Sonoma letter, it clearly constituted an approval of the LLA. It states in no uncertain terms, "Your application for Lot Line Adjustment LLA26-0006 was approved on June 18, 2026." (Stoeckmann Decl., Ex. 2.) The letter also includes a number of conditions which must be met. However, those conditions do not apply to the approval of the LLA. They apply to whether or not the deed will be permitted to be recorded. The letter states that the conditions must be met "before you may record the deed." (*Ibid*.) It also states, "Once you have accomplished the items above, the Permit and Resource Management Department will authorize you to record the Deed." (*Ibid*.) It is clear that the conditions listed in the letter apply merely to recordation and not to approval of the LLA, which was approved "on June 18, 2026."

Next, we must turn to whether the June 18th Permit Sonoma letter was sufficient under the terms of the parties' settlement agreement to trigger Plaintiffs' right to give the 21-day notice and thereafter start the fencing work. The Court finds that it was. The settlement agreement states, in pertinent part,

> *4.a. Fence Condition*: After the LLA is approved, or after the Parties have executed exclusive easements to one another should the LLA be denied consistent with Section 3(b), above, Plaintiffs may cause the removal and relocation of that portion of the Fence that forms the jog along Plaintiffs' garage/accessory structure to point of reconnecting with the front fence (at approximate eastern edge of accessory structure) (the "Fence Work")…

(Stoeckmann Decl., Ex. 1.)

The language is clear. The triggering event for the fencing work is the approval of the LLA, or if denied, the execution of exclusive easements to one another. The LLA was approved on June 18th.

Defendants urge the Court to construe this portion of the settlement agreement as requiring recordation of the LLA prior to commencement of the fencing work. Such a construction would be more beneficial to Defendants because it would shield them from any potential liability since there is no indemnity provision. However, reading the settlement agreement as a whole, it does not lend itself to such an interpretation.

In other places in the settlement agreement, where the parties intended to condition a provision

upon approval *and recordation*, as opposed to mere approval, they did so. For example, in paragraph 3.a., the Agreement states "*Quitclaim Easement to Defendants*: Upon approval *and recordation of the LLA or exclusive easement agreement*, Plaintiffs shall cause to be recorded a Quitclaim Deed in the form attached hereto as Exhibit A whereby Plaintiffs quitclaim all right, title, and interest in the Deeded Easement to Defendants…" (Emphasis added.) Moreover, in paragraph 5, the Agreement states, "Within five (5) days of the [sic] recording the approved LLA title documents, the Parties shall cause the Action to be dismissed with prejudice, with each party to bear their own attorneys' fees and costs…" In the fencing provision itself (paragraph 4.a.) it states "After the LLA is approved, or after the Parties have executed exclusive easements to one another should the LLA be denied…" The alternate course if the LLA is denied is the *execution* of exclusive easements—not the execution *and recordation* of exclusive easements.

By the above language, it is clear that certain actions (fencing work) were permitted to commence after the approval (or execution of easements) and *before* the recordation while others (quitclaim deed and dismissal) must have occurred upon the approval (or execution of easements) *and* recordation. Accordingly, Plaintiffs are correct on this motion that the June 18th Permit Sonoma letter permitted them to commence the processes required under the settlement agreement to undergo the fencing work.

Paragraph 6 of the Agreement entitles the prevailing party on an enforcement dispute to recover attorney's fees and costs relating to such dispute. Plaintiffs are the prevailing party on this motion and are entitled to their reasonable fees and costs. They have represented that they will be filing a subsequent motion to determine the amount of the award.

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