TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, March 11, 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
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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. 24CV07457, Citibank N.a. v. Lopez

Plaintiff Citibank, N.A. ("Plaintiff") filed the complaint in this action against defendant Jesse A Lopez ("Defendant"), with causes of action related to a subrogated claim for breach of contract. This matter is on calendar for Plaintiff's motion pursuant to pursuant to Cal. Code Civ. Proc. ("CCP") § 664.6 and the settlement agreement filed March 20, 2025 (the "Agreement") to enter judgment in the case in the amount of $6,046.64, as Defendant has defaulted on the agreement. There is no opposition to the motion.

The Motion is **GRANTED.**

I. Governing Law

CCP § 664.6(a) provides: "If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement." CCP § 664.6(b)

provides that a written agreement is enforceable if signed by a party, that party's attorney, or an insurer's authorized agent. *See also Provost v. Regents of University of California* (2011) 201 Cal.App.4th 1289, 1295. Like proving a contract, in order to have an enforceable agreement under CCP § 664.6, the moving party must show that there was mutual consent to common terms. *Bowers v. Raymond J. Lucia Companies, Inc.* (2012) 206 Cal.App.4th 724, 732-733. "Although a court may not add to or make a new stipulation without mutual consent of the parties (*Citation*), it may reject a stipulation that is contrary to public policy (*Citation*), or one that incorporates an erroneous rule of law (*Citation*)." *California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664 (internal citations omitted). "(T)he court's authority under Code of Civil Procedure section 664.6 to either approve or disapprove a settlement agreement but not to modify its terms…" *Leeman v. Adams Extract & Spice, LLC* (2015) 236 Cal.App.4th 1367, 1375. A motion to enforce a settlement agreement under CCP § 664.6 must show there is an agreement signed by all the parties to the agreement, not just the parties against whom the agreement is sought to be enforced. *Sully-Miller Contracting Co. v. Gledson/Cashman Construction, Inc.* (2002) 103 Cal.App.4th 30, 37.

II. Analysis

Plaintiff moves the Court for a judgment pursuant to the Agreement. Plaintiff asks for $5,668.03 in principle, and $378.61 in costs. The Agreement states that Defendant owes $6,790.03, plus costs of the suit. The Agreement states that Defendant is to receive credit for any and all payments made. Defendant was to make monthly payments under the terms of the Agreement for $291 (Agreement ¶ 4) starting on January 27, 2025, followed by monthly payments thereafter of $277. Defendant was entitled to a discount resulting in early payoff if he made timely payments totaling $5,000. Agreement ¶ 4. Plaintiff avers that Defendant made his last payment on the credit account on April 25, 2025. Defendant paid a total of $1,122.00. See Counsel's declaration ¶ 7. Plaintiff served and filed a memorandum of costs stating their costs were $378.61. The Agreement states that upon default of the terms of the agreement, the full balance will become due. See Agreement ¶ 4. Therefore, the amounts of $5,668.03 in principle, and $378.61 in costs are appropriate.

Therefore, the Motion is **GRANTED. Judgment will be entered in the amount of $6,046.64.**

Plaintiff 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). Thereafter, the Court will enter the proposed judgment.

2. <u>24CV08004, Zavala-Guerra v. Perdue Farms Inc.</u>

Plaintiff Clara Zavala-Guerra ("Plaintiff") filed the complaint against defendant Perdue Farms, Inc.("PFI"), Perdue Foods LLC ("PFL"), Petaluma Acquisition, LLC ("Petaluma"), Coleman Natural Foods, LLC ("CNFL"), Coleman Natural Products, Inc. ("CNPI"), Jessica Campos Guevara ("Campos")(all together "Defendants"), and Does 1-30 arising out of alleged violations of labor law(the "Complaint"). This matter is on calendar for the motion by Defendants for judgment on the pleadings as to Campos.

Under 28 U.S.C. 1441 (a), this matter was removed to the Federal Circuit Court for the Northern District of California on January 30, 2026, based on diversity jurisdiction. "Diversity jurisdiction under title 28 of the United States Code, section 1332, gives district courts original jurisdiction of civil actions where the matter in controversy exceeded $75,000 and is between citizens of different states." *Louie v. BFS Retail & Commercial Operations, LLC* (2009) 178 Cal.App.4th 1544, 1554. As the California court of appeal has explained:

> "'[T]he removal of an action to federal court necessarily divests state and local courts of their jurisdiction over a particular dispute.' (*Cal. ex rel. Sacramento Metro. Air Quality v. U.S.* (9th Cir.2000) 215 F.3d 1005, 1011.) Thus, 'a removal petition deprives the state court of jurisdiction as soon as it is filed and served upon the state court.' (*People v. Bhakta* (2006) 135 Cal.App.4th 631, 636, 37 Cal.Rptr.3d 652; accord, *Resolution Trust Corp. v. Bayside Developers* (9th Cir.1994) 43 F.3d 1230, 1238 ['the state court loses jurisdiction upon the filing of the petition for removal'].) In sum, once the action is removed to the courts of a different sovereign, the state court loses its power to adjudicate the dispute." *In re M.M.* (2007) 154 Cal.App.4th 897, 912–913.

This Court has no jurisdiction to determine the merits of Defendants' judgment on the pleadings after removal to federal court. This loss of jurisdiction was effective once the notice of removal was filed with this Court's clerk. *Spanair S.A. v. McDonnell Douglas Corp.* (2009) 172 Cal.App.4th 348, 356. This court does not regain jurisdiction until such time that the federal court clerk mails a certified copy of an order remanding the matter to this Court. *Ibid*. Even if the federal court has dismissed Plaintiff's action, this Court is without authority to proceed unless an order of remand is issued. *Allstate Ins. Co. v. Superior Court* (1982) 132 Cal.App.3d 670, 675. It is up to the federal court to remand the matter if they determine that they lack subject matter jurisdiction, such as due to lack of diversity jurisdiction. See 28 U.S.C. § 1447 (c); see, e.g., *Long v. Forty Niners Football Co., LLC* (2019) 33 Cal.App.5th 550, 553 (federal court dismissed the federal cause for lack of diversity jurisdiction, allowing the state court matter to proceed). This Court cannot make any determination in this case due to lack of jurisdiction.

There is no articulable reason to require both the Court and the parties to track this matter on the state court docket while indefinitely litigating in federal court. Defendants' motion is DROPPED from calendar for lack of jurisdiction. Defendants may re-file the motion if remand is issued by the federal court.

Defendants 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).

3. <u>25CV01624, Amaya v. Patriot Growth Insurance Service, LLC</u>

Plaintiff Adan Amaya ("Plaintiff") filed the complaint ("Complaint") in this action against defendants Patriot Growth Insurance Services, LLC ("Patriot" or "Defendant"), Alicia Cordova ("Cordova", now dismissed), and Does 1-50, for alleged violations of labor laws in an employment relationship. This matter is on calendar for Plaintiff's motion to quash twelve

subpoena duces tecum issued by Defendants under Code of Civil Procedure ("CCP") § 1987.2. Plaintiff's motion to quash is DENIED.

I. Procedural and Evidentiary Issues

Defendants have filed their Opposition substantially late. They aver that this was because their counsel never received notice of the hearing date. On Reply, Plaintiff argues that service of the hearing date occurred on November 17, 2025, and asserting that the Court should ignore the Opposition as untimely. Reply Decl. ¶ 20. The Court does note that Plaintiff filed a proof of service reflecting service on November 17, 2025, after the hearing date was assigned by the clerk. Courts are within their discretion to consider late filed papers. Cal. Rule of Court, Rule 3.1300 (d). Generally, the prevailing policy of law is that matters should be determined on their merits. The Court considers the Opposition.

Plaintiff avers that Defendant failed to adequately meet and confer regarding possible solutions to Plaintiff's objections. The Court does not find this prevailing, as is addressed below in determining whether Plaintiff makes adequate showing to justify their objections. Given the limited merit of Plaintiff's contentions, their position appears to be far more intractable than that of the Defendant.

II. Governing Law

A. Discovery Generally

The scope of discovery is one of reason, logic and common sense. *Lipton v. Superior Court* (1996) 48 Cal.App.4th 1599, 1612. The right to discovery is generally liberally construed. *Williams v. Superior Court* (2017) 3 Cal.5th 531, 540. "California law provides parties with expansive discovery rights." *Lopez v. Watchtower Bible & Tract Society of N.Y., Inc.* (2016) 246 Cal.App.4th 566, 590-591. Specifically, the Code provides that "any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action or to the determination of any motion made in that action, if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence." CCP § 2017.010; see also, *Garamendi v. Golden Eagle Ins. Co*. (2004) 116 Cal.App.4th 694, 712, fn. 8. ("For discovery purposes, information is relevant if it 'might reasonably assist a party in evaluating the case, preparing for trial, or facilitating settlement…") See *Lopez, supra,* 246 Cal.App.4th at 590-591, citing *Garamendi, supra,* 116 Cal.App.4th at 712, fn. 8. "Admissibility is not the test and information[,] unless privileged, is discoverable if it might reasonably lead to admissible evidence." *Id*. "These rules are applied liberally in favor of discovery, and (contrary to popular belief), fishing expeditions are permissible in some cases." *Id.* When a party serves response after a motion to compel is filed, the court maintains jurisdiction within its discretion to determine whether the requested sanctions are appropriate. *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 410-411.

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B. Privacy Objections

Compelling need is not always the test to apply in determining whether discovery is permissible, as "Courts must instead place the burden on the party asserting a privacy interest to establish its extent and the seriousness of the prospective invasion, and against that showing must weigh the countervailing interests the opposing party identifies". *Williams v. Superior Court* (2017) 3 Cal.5th 531, 557. Good cause should be shown on requests for production from non-parties as well as parties. *Calcor Space Facility, Inc. v. Superior Court* (1997) 53 Cal.App.4th 216, 223–224, as modified (Mar. 7, 1997)("*Calcor Space Facility*"). Good cause can be met through showing specific facts of the case and the relevance of the requested information. *Associated Brewers Distributing Co. v. Superior Court of Los Angeles County* (1967) 65 Cal.2d 583, 586–587. "(T)he good cause which must be shown should be such that will satisfy an impartial tribunal that the request may be granted without abuse of the inherent rights of the adversary. There is no requirement, or necessity, for a further showing." *Greyhound Corp. v. Superior Court In and For Merced County* (1961) 56 Cal.2d 355, 388. As the right to discovery is liberally construed, so too is good cause. *Id* at 377-378. "(A) party seeking to compel production of records from a nonparty must articulate specific facts justifying the discovery sought; it may not rely on mere generalities. (citation). In assessing the party's proffered justification, courts must keep in mind the more limited scope of discovery available from nonparties." *Board of Registered Nursing v. Superior Court of Orange County* (2021) 59 Cal.App.5th 1011, 1039, reh'g denied (Feb. 3, 2021), review denied (Apr. 21, 2021); citing *Calcor Space Facility* at 567; *see also Catholic Mutual Relief Society v. Superior Court* (2007) 42 Cal.4th 358, 366.

Additionally, the right of privacy is an "inalienable right" secured by article I, section 1 of the California Constitution. *Valley Bank of Nevada v. Superior Court* (1975) 15 Cal.3d 652, 656. The right of privacy protects against the unwarranted, compelled disclosure of private or personal information and "extends to one's confidential financial affairs as well as to the details of one's personal life." *Ibid*. However, even the constitutional right of privacy does not provide absolute protection "but may yield in the furtherance of compelling state interests." *Ibid*, quoting, *People v. Wharton* (1991) 53 Cal.3d 522, 563. Thus, "when the constitutional right of privacy is involved, the party seeking discovery of private matter must do more than satisfy the section 2017[.010] standard [and] the party seeking discovery must demonstrate a compelling need for

discovery, and that compelling need must be so strong as to outweigh the privacy right when these two competing interests are carefully balanced." *Lantz v. Superior Court* (1994) 28 Cal.App.4th 1839, 1853–1854. A discovery proponent may demonstrate compelling need by establishing the discovery sought is directly relevant and essential to the fair resolution of the underlying lawsuit. *Planned Parenthood Golden Gate v. Superior Court* (2000) 83 Cal.App.4th 347, 367; see also, *Britt v. Superior Court* (1978) 20 Cal.3d 844, 859-862; *Williams v. Superior Court* (2017) 3 Cal.5th 531, 552-555; *Johnson v. Superior Court* (2000) 80 Cal.App.4th 1050, 1071.

The court must "carefully balance" the interests involved - *i.e.* the right of privacy versus the public interest in obtaining just results in litigation. *Schnabel v. Superior Court* (1993) 5 Cal.4th 704, 714; see also, *Valley Bank of Nevada, supra,* 15 Cal.3d at 657; *Pioneer Electronics (USA), Inc., supra,* 40 Cal.4th at 371. In balancing these interests, "[t]he court must consider the purpose of the information sought, the effect that disclosure will have on the affected persons and parties, the nature of the objections urged by the party resisting disclosure and availability of alternative, less intrusive means for obtaining the requested information." *SCC Acquisitions, Inc., supra,* 243 Cal.App.4th at 754–755. "[T]he more sensitive the nature of the personal information that is sought to be discovered, the more substantial the showing of the need for the discovery that will be required before disclosure will be permitted." *Ibid.*

C. Quashing Subpoenas and Protective Orders

Code of Civil Procedure Section 1987.1 states in relevant part that "[w]hen a subpoena requires the…production of books, documents or other things ... the court, upon motion reasonably made…may make an order quashing the subpoena entirely, modifying it, or directing compliance with it upon such terms or conditions as the court shall declare, including protective orders..." CCP §1987.1; see also, *Monarch Healthcare v. Superior Court* (2000) 78 Cal.App.4th 1282, 1287-1288. "In addition, the court may make any other order as may be appropriate to protect the person from unreasonable or oppressive demands, including unreasonable violations of the right of privacy of the person." *Ibid*.

Although Code of Civil Procedure section 1985(b) states in part that "an affidavit shall be served with a subpoena duces tecum issued before trial, showing good cause for the production of the matters and things described in the subpoena," Code of Civil Procedure section specifically states that "[a] deposition subpoena that commands only the production of business records for copying need not be accompanied by an affidavit or declaration showing good cause for the production of the business records designated in it." See CCP §§1985(b) and 2020.410(c); see also, *City of Woodlake v. Tulare County Grand Jury* (2011) 197 Cal.App.4th 1293, 1301 ["good cause affidavits are not always required…[f]or example, under the statutes providing for pretrial discovery in civil proceedings, a party may seek the production of business records for copying…" and "[a] deposition subpoena that commands only the production of business records for copying need not be accompanied by an affidavit or declaration showing good cause for the production of the business records designated in it."], quoting Code Civ. Proc. §2020.410(c); Cal. Prac. Guide Civ. Pro. Before Trial Ch. 8E-6, §8:547.5 ["A subpoena for the production of business records need not be accompanied by an affidavit or declaration showing good cause for

production of the records."]. Subpoenas duces tecum may be targeted to employment records. CCP § 1985.6

A party seeking a protective order must show good cause for issuance of the order by a preponderance of evidence. *Stadish v. Sup. Ct.* (1999) 71 Cal.App.4th 1130, 1145 (protective order directed at a document demand). "Generally, a deponent seeking a protective order will be required to show that the burden, expense, or intrusiveness involved in … [the discovery procedure] clearly outweighs the likelihood that the information sought will lead to the discovery of admissible evidence." *Emerson Elec. Co. v. Sup. Ct.* (1997) 16 Cal.4th 1101, 1110 (protective order in connection with deposition).

III. Analysis

A. Motion to Quash

Defendants have issued a subpoena duces tecum to Plaintiff's current employer. Plaintiff moves to quash the subpoena under various theories.

For many of the bases that Plaintiff avers, they fail to carry their burden to show the propriety of restricting discovery, even were the opposition not considered. Plaintiff moves to quash discovery of employment record. While Plaintiff obscures this fact in his motion, the records sought are from Plaintiff's employer following his work with Defendant.

To the objections asserted in support of the motion to quash, Plaintiff makes an assertion of third-party privacy without elucidating any application thereon which would appear to be relevant. All of the categories requested relate directly to Plaintiff without any articulable third-party information involved. Plaintiff does not make any effort to expound on the application of the principles of third-party privacy to the facts, instead arguing the law and "to the extent" third party information may be involved which sounds is speculation. Plaintiff also vaguely avers that his spousal information may be implicated, but does not explain that conclusion. Moreover, Plaintiff fails to explain how Plaintiff is the appropriate steward of the speculative third parties at issue, and therefore how a "first look" order would maintain those third parties' privacy rights. Plaintiff's assertion of third-party privacy is not persuasive.

Similarly, Plaintiff argues that the requests are overbroad, including as to time and "all documents". However, neither of these are persuasive given Plaintiff's lack of showing as to these issues. Plaintiff does not present evidence regarding the duration of time at issue. Indeed, the Court had to extensively review Plaintiff's motion and documentation to determine that the employment records at issue are from Plaintiff's *current employer.* Defendant's opposition is hardly clearer, in terms of evidence merely mentioning that this is Plaintiff's "subsequent employer" without citation provided in the memorandum. See Declaration of Trinity Taylor, ¶ 2. The Complaint is clear that Plaintiff's termination with Defendant only occurred on December 3, 2024. Complaint, ¶ 36. This means that as to time, the records requested (at the time the subpoena was served and production was to occur) spanned less than a year. The fact that there was no time limitation included does not carry any weight, as Plaintiff makes no display regarding the time period being unreasonable, and review of the evidence shows that the time

period is well within reason. Plaintiff's averment as to "all documents" also fails to account for the method of subpoena used. Subpoenas under CCP § 1985.6 only reach to "the original or any copy of books, documents, other writings, or electronically stored information pertaining to the employment of any employee maintained by the current or former employer of the employee, or by any labor organization that has represented or currently represents the employee." CCP § 1985.6 (a)(3) (defining "Employment records" for the purposes of the subpoena).

As to Plaintiff's generically asserted privacy objections, the burden on privacy objections is for Plaintiff to establish the seriousness of the invasion, and for Defendants to establish the relevance required to overcome the privacy interests identified. *Williams v. Superior Court* (2017) 3 Cal.5th 531, 557. Plaintiff simply states that his employment records are *per se* private. While they are subject to some privacy protections, in California employment records are discoverable material. *Bihun v. AT&T Information Systems, Inc.* (1993) 13 Cal.App.4th 976, 986 (where plaintiff seeks discovery of sexual harasser's employment file, that file is discoverable), disapproved of on other grounds by *Lakin v. Watkins Associated Industries* (1993) 6 Cal.4th 644. Plaintiff fails to establish that the disclosure of his current employment records is not reasonable discovery in the context of a lawsuit related to his prior employment. Plaintiff again cites as authority *Board of Trustees v. Superior Court* (1981) 119 Cal.App.3d 516, 526 disapproved on other grounds of by *Williams v. Superior Court* (2017) 3 Cal.5th 531. It remains entirely inapposite, relating to an employee seeking *their own* file post termination, and *portions* of that file being privileged due to third party privacy. This provides no guidance on whether Plaintiff's current employment records are discoverable.

Defendant again repeatedly provides citations to unpublished federal cases, which themselves rely on further federal jurisprudence. Defendants are cautioned to rely on published authority, particularly those of California courts. See Cal. Rule of Court 8.1115. This is not a federal action. Defendant must be prepared to provide 'good cause' explaining its tendency to cite unpublished federal caselaw, which is irrelevant and inapplicable, otherwise it may be subject to monetary sanction.

Defendants argue that the employment records are relevant for the purposes of mitigation, and have provided limited California jurisprudence on the subject. Subsequent employers are relevant to show mitigation under California law. *Stanchfield v. Hamer Toyota, Inc.* (1995) 37 Cal.App.4th 1495, 1502-1503. Whether a new position comparable is not relevant for the purposes of establishing *actual* mitigation, but might be relevant to show whether Plaintiff's current position is in line with his projected earnings, assuming his actual earnings are short of that figure. See *Parker v. Twentieth Century-Fox Film Corp.* (1970) 3 Cal.3d 176, 182; see also *Martinez v. Rite Aid Corp.* (2021) 63 Cal.App.5th 958, 976.

Documents related to Plaintiff's requests for any accommodations are also plainly relevant, as they both relate to Plaintiff's capacity for mitigation, and are evidence related to the merits of his claims. While the Court agrees with Plaintiff that medical records are subject to a more stringent privacy protection, Plaintiff's medical conditions have already been found central to the case, and therefore discoverable.

Plaintiff's motion to quash is DENIED.

B. Sanctions

Sanctions under the motion to quash subpoena statute are discretionary, not mandatory. See CCP § 1987.2 ("[T]he court **may** in its discretion award the amount of the reasonable expenses uncured in making or opposing the motion including reasonable attorneys' fees, if the court finds the motion was made or opposed in bad faith or without substantial justification, or that one or more of the requirements of the subpoena were oppressive"). The Court has denied Plaintiff's motion, and Defendant filed their opposition substantially late. The substantial delay in Defendants' opposition being filed is a procedural defect not apparently contemplated in the sanctions statue. Motions for sanctions sit on strict procedural requirements. See CCP § 2023.030; see *Parker v. Wolters Kluwer United States, Inc.* (2007) 149 Cal.App.4th 285, 296 (sanctions granted ex parte are void, as notice is a requirement of the statute). Given that the Opposition was not served timely according to CCP § 1005, the Court finds sanctions improper.

Plaintiff's request for sanctions is DENIED. Defendant's request for sanctions is DENIED.

III. Conclusion

Plaintiff's motion to quash is DENIED. Plaintiff's request for sanctions is DENIED. Defendant's request for sanctions is DENIED.

Defendant's counsel 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).

4. 25CV02645, JPMorgan Chase Bank , N.a. v. Ban

Plaintiff JP Morgan Chase Bank, N.A.("Plaintiff") filed the complaint in this action against defendant Sayann O Ban ("Defendant"), with causes of action related to a subrogated claim for breach of contract. This matter is on calendar for Plaintiff's motion pursuant to pursuant to Cal. Code Civ. Proc. ("CCP") § 664.6 and the settlement agreement filed August 22, 2025 (the "Agreement") to enter judgment in the case in the amount of $6,245.24, as Defendant has defaulted on the agreement. There is no opposition to the motion.

The Motion is **GRANTED.**

I. Governing Law

CCP § 664.6(a) provides: "If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement." CCP § 664.6(b) provides that a written agreement is enforceable if signed by a party, that party's attorney, or an insurer's authorized agent. *See also Provost v. Regents of University of California* (2011) 201 Cal.App.4th 1289, 1295. Like proving a contract, in order to have an enforceable agreement

under CCP § 664.6, the moving party must show that there was mutual consent to common terms. *Bowers v. Raymond J. Lucia Companies, Inc.* (2012) 206 Cal.App.4th 724, 732-733. "Although a court may not add to or make a new stipulation without mutual consent of the parties (*Citation*), it may reject a stipulation that is contrary to public policy (*Citation*), or one that incorporates an erroneous rule of law (*Citation*)." *California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664 (internal citations omitted). "(T)he court's authority under Code of Civil Procedure section 664.6 to either approve or disapprove a settlement agreement but not to modify its terms…" *Leeman v. Adams Extract & Spice, LLC* (2015) 236 Cal.App.4th 1367, 1375. A motion to enforce a settlement agreement under CCP § 664.6 must show there is an agreement signed by all the parties to the agreement, not just the parties against whom the agreement is sought to be enforced. *Sully-Miller Contracting Co. v. Gledson/Cashman Construction, Inc.* (2002) 103 Cal.App.4th 30, 37.

II. Analysis

Plaintiff moves the Court for a judgment pursuant to the Agreement. Plaintiff asks for $6,245.24 in principle, and $0 in costs. The Agreement states that Defendant owes $6,696.24, plus costs of the suit. The Agreement states that Defendant is to receive credit for any and all payments made. Defendant was to make monthly payments under the terms of the Agreement for $451 (Agreement ¶ 4) starting on June 27, 2025, followed by monthly payments thereafter of $446. Defendant was entitled to a discount resulting in early payoff if he made 12 timely payments. Agreement ¶ 4. Plaintiff avers that Defendant made his last payment on the credit account on June 30, 2025. Defendant paid a total of $451.00. See Counsel's declaration ¶ 7. Plaintiff served and filed a memorandum of costs stating their costs were $378.61. The Agreement states that upon default of the terms of the agreement, the full balance will become due. See Agreement ¶ 4. Therefore, the amounts of $6,245.24 in principle, and $0.00 in costs are appropriate.

Therefore, the Motion is **GRANTED. Judgment will be entered in the amount of $6,245.24**

Plaintiff 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). Thereafter, the Court will enter the proposed judgment.

5-6. <u>25CV05388, Jones v. Martinez</u>

Plaintiff, Ariana Jones ("Plaintiff"), has filed the complaint ("Complaint") against defendants FPI Management, Inc.("FPI"), Samantha Jean Martinez ("Martinez"), and Does 1-10 with causes of action arising out of an alleged dog attack. This matter is on calendar for FPI's demurrer to all causes of action within the Complaint pursuant to CCP § 430.10(e) for failure to state facts sufficient to constitute a cause of action, and FPI's motion to strike under CCP § 435-437 striking a paragraph from the Complaint.

Plaintiff has filed a first amended complaint (the "FAC") on December 23, 2025, and dismissed FPI. The demurrer and motion to strike are therefore MOOT. *JKC3H8 v. Colton* (2013) 221 Cal.App.4th 468, 477.

7. 25CV06411, Condon v. The Chicken Foot Ranch

Plaintiffs Creg Luis Condon ("Condon" or "Decedent"), filed the complaint ("Complaint") against defendants The Chicken Foot Ranch ("CFR"), Animals in Motion, P.C. ("AIM"), Carrie A Schlachter, in her capacity as trustee of the Carrie A Schlachter Revocable Trust ("Schlachter"), Rick Giron ("Giron") (all together "Defendants"), and Does 1-100 related to allegations of physical assault. Condon died on October 23, 2025. This matter is on calendar for the motion by Corinna Loveland ("Loveland") to substitute herself in place of Condon as his successor in interest pursuant to Cal. Code Civ. Proc. ("CCP") § 377.31. The motion is **GRANTED**.

I. Governing Law

CCP § 377.21 provides that "[a] pending action or proceeding does not abate by the death of a party if the cause of action survives." CCP § 377.11 provides that the term "decedent's successor in interest" means "the beneficiary of the decedent's estate or other successor in interest who succeeds to a cause of action or to a particular item of the property that is the subject of a cause of action." CCP § 377.31 provides that on motion after the death of a person who commenced an action or proceeding, "the court shall allow a pending action or proceeding that does not abate to be continued by the decedent's personal representative or, if none, by the decedent's successor in interest." CCP § 377.33 provides that upon the death of a party, the court may make appropriate orders substituting the decedent's personal representative or successor in interest as plaintiff on claims belonging to the decedent or, alternatively, it may appoint the successor in interest as a special administrator or guardian ad litem on such claims.

A successor in interest who seeks to be substituted as plaintiff in place of the decedent must execute and file a declaration in the form required by CCP § 377.32. CCP § 377.32(a) provides that the person who seeks to commence an action or proceeding or to continue a pending action or proceeding as the decedent's successor in interest shall execute and file an affidavit or a declaration under penalty of perjury stating all of the following: the decedent's name; the date and place of the decedent's death; "[n]o proceeding is now pending in California for administration of the decedent's estate" (and if the estate was administered, a copy of the final order showing the distribution of the decedent's cause of action to the successor in interest); either of the following, as appropriate, with facts in support thereof: 1) that the declarant "is the decedent's successor in interest (as defined in Section 377.11 of the California Code of Civil Procedure) and succeeds to the decedent's interest in the action or proceeding"; or 2) that he "is authorized to act on behalf of the decedent's successor in interest (as defined in Section 377.11 of the California Code of Civil Procedure) with respect to the decedent's interest in the action or proceeding"; and that no other person has a superior right to commence the action or proceeding or to be substituted for the decedent in the pending action or proceeding. It also requires that a certified copy of the death certificate be attached. CCP § 337.32(c).

II. Analysis

Loveland filed a declaration under penalty of perjury under the laws of the State of California attaching a copy of Condon's death certificate and setting forth Condon's name and date and

place of death, stating that no proceeding is now pending in California for the administration of his estate, that she is his next of kin and successor in interest (as defined in Code of Civil Procedure Section 377.11) and succeeds to his interest in the action or proceeding, and that no other person has a superior right to commence the action or to be substituted for the Decedent in the pending action or proceeding.

While multiple Defendants have been served, none have appeared. No service of the motion appears necessary. Based on the foregoing, Loveland has made a sufficient showing that she is entitled to continue this action as Condon's successor in interest.

The motion is GRANTED.

Plaintiff's counsel 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).

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