

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, April 10, 2026 3:00 p.m.
Courtroom 17 – Hon. Jane Gaskell
3035 Cleveland Avenue, Santa Rosa**

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

CourtCall is not permitted for this calendar.

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

TO JOIN D17 ZOOM ONLINE:

Meeting ID: 161 126 4123

Passcode: 062178

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

TO JOIN ZOOM BY PHONE:

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

+1 669 254 5252

The following tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument as to any motion, **YOU MUST NOTIFY** Judge Gaskell’s Judicial Assistant by telephone at **(707) 521-6723**, and all other opposing parties of your intent to appear, and **whether that appearance is in person or via Zoom**, by **4:00 p.m. the court day immediately preceding the day of the hearing.**

1. 23CV01688, Skyone Federal Credit Union v. Chanthavong

APPEARANCES REQUIRED.

2. 25CV01004, Walter v. Saris

Defendants 8 Cubed, LLC (“8 Cubed”), Saris Fund One, LLC (“Saris Fund One”), and Anthony Saris’ (“Defendant Saris”) (together as “Defendants”) motion to compel Plaintiffs into arbitration is **GRANTED**. The action is STAYED pending completion of arbitration.

I. FACTUAL & PROCEDURAL HISTORY

The parties in this case sought to construct a multi-unit residential project (“the Project”) at property in Santa Rosa, California owned by 888 Fourth Street, LLC (“the Property”). (Complaint, ¶ 13.) 888 Fourth Street, LLC was formed in 2020 by Plaintiff Futrell Walter Pacific, LLC (“Futrell Walter Pacific” or “FWP”), Plaintiff Walter Properties, Inc. (“Walter Properties” or “WPI”), Plaintiff Hugh Futrell (“Plaintiff Futrell”), Plaintiff David Walter (“Plaintiff Walter”), 8 Cubed, Saris Fund One, and Defendant Saris. (Complaint, ¶ 8; Motion to Compel Arbitration, 2:8–12.)

On February 11, 2020, Futrell Walter Pacific (as the Administrative Managing Member), Saris Fund One (as the Co-Managing Member), 888 Fourth Street Fund, LLC (as a non-managing Member), and Eight Cubed LLC (as a non-managing Member) entered into an Amended and Restated Operating Agreement for 888 Fourth Street, LLC (“the Original Operating Agreement”). (Complaint ¶ 8, Exhibit A [“Original Operating Agreement”].) The Operating Agreement contained the following arbitration clause:

11.8 *Dispute Resolution.* Any dispute among the Members, or between the Managers, arising out of this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by three arbitrator(s) may be entered in any court having jurisdiction thereof. Further:

11.8.1 The arbitration shall be conducted in Sonoma County, California.

11.8.2 The Arbitrator must be experienced in the adjudication of construction, financial and partnership disputes.

11.8.3. Costs of arbitration shall be divided equally among the parties. However, the arbitrator shall have the authority to award legal fees and reasonable costs to the prevailing party.

11.8.4. Governing law shall be that of California.

(See the Original Operating Agreement, pp. 22–23.) The Original Operating Agreement is signed by (1) Plaintiff Futrell as “Man.” and Plaintiff David Walter as “Man.” on behalf of Futrell Walter Pacific, LLC; (2) Defendant Anthony Saris as Manager on behalf of Saris Fund One, LLC; (3) Plaintiff Futrell as “Man.” on behalf of 888 Fourth Street Fund, LLC; (4) Defendant Saris as Manager on behalf of Eight Cubed, LLC; and (5) Plaintiffs Futrell and Walter and Defendant Saris as “Key Individuals”. (See Original Operation Agreement, pp. 25–26.) In conjunction with the Original Operating Agreement, the parties also executed a construction contract with the Hugh Futrell Corporation for the construction of the Project on February 11, 2020, containing an arbitration provision:

20. Arbitration. In the event of any dispute between Owner and Contractor over any of the obligations set forth in this agreement, the matter shall be adjudicated under the Construction Industry Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(See Construction Contract, p. 53 of 83 to Podshadley Decl.) The construction contract was signed by Plaintiff Futrell as Manager of Futrell Walter Pacific, Plaintiff Walter as President of Walter Properties, Inc., and Defendant Saris on behalf of Saris Fund One as its Manager, and Plaintiff Futrell as President of Hugh Futrell Corporation, the Contractor.

On August 3, 2022, the parties executed a First Amendment to the Original Operating Agreement, which added many provisions regarding funding, capital, and construction fees for the Project (the “First Amendment”). (Complaint, Exhibit B [the “First Amendment”].) Notably, the First Amendment contained the following provisions:

12. Waiver of Claims. The Company, Members, and Co-Manager each waive any and all claims against FWP, the members or managers of FWP (whether in their individual or other capacity), Hugh Futrell Corporation and its officers, shareholders and employees, and Hugh Futrell, individually, and David Walter, individually, arising out of cost overruns/exceeding the guaranteed maximum pricing under the Construction Contract and exceeding the construction schedule which exist or are otherwise known as of the Effective Date of this Amendment.

13. Effect of Amendment / Conflict. Except as expressly modified in this Amendment, the Partnership Agreement shall remain unmodified and in full force and effect. If there is any conflict between the terms of the Partnership Agreement and the terms of this Amendment, this Amendment shall govern and control.

(See First Amendment, p. 5.) The First Amendment is signed by: (1) Plaintiff Futrell as “Man.” on behalf of Futrell Walter Pacific, LLC; (2) Plaintiff David Walter as “President” on behalf of Walter Properties, Inc.; (3) Defendant Saris as “Manager” on behalf of Saris Fund One, LLC; (4) Plaintiff Futrell as “Man.” on behalf of 888 Fourth Street Fund, LLC; and (5) Defendant Saris on behalf of Eight Cubed, LLC. (*Id.* at pp. 7–8.)

On December 13, 2023, the same parties in addition to “the undersigned New Class A-1 Members” (as non-managing Members) executed a Second Amendment to the Original Operating Agreement, which deleted and replaced provisions related to the distributions of cash to include the New Class A-1 Members (the “Second Amendment”). (Complaint, Exhibit C [the “Second Amendment”].) The Second Amendment contained the same Effect of Amendment/Conflict provision as the First Amendment but did not include any waiver of claims or arbitration provisions. (See Second Amendment, p. 4.) The Second Amendment is signed by: (1) Plaintiff Futrell as “Man.” on behalf of Futrell Walter Pacific, LLC; (2) Plaintiff David Walter as “President” on behalf of Walter Properties, Inc.; (3) Defendant Anthony Saris as “Manager” on behalf of Saris Fund One, LLC; (4) Plaintiff Futrell as “Man.” on behalf of 888 Fourth Street Fund, LLC; (5) Defendant Saris on behalf of Eight Cubed, LLC; (6) Plaintiff Walter as President on behalf of Walter Properties, Inc., (7) Plaintiff Futrell as Manager of 888 Equity Fund, LLC, and (8) Defendant Saris as Manager on behalf of Saris Fund One, LLC all as “New Class A-1 Members”. (*Id.* at pp. 6–7.) Plaintiffs contend that the purpose of the First Amendment was related to 888 Fourth Street, LLC’s need to refinance its construction loan at the time and that the purpose of the Second Amendment was to raise additional capital that was needed to continue the Project. (Complaint, ¶¶ 14, 16.)

The Project was eventually abandoned, and the Property was sold at a loss. (Complaint, ¶ 21.) On February 7, 2025, Plaintiffs filed the instant action against Defendants alleging intentional fraud, negligent misrepresentation, and breach of fiduciary duty. Defendants now seek to compel Plaintiffs to arbitrate their claims and Plaintiffs oppose.

The Complaint alleges that Defendant Saris misrepresented that the waiver of claims in the First Amendment would continue through the date of the Second Amendment which induced Plaintiffs Futrell and Walter and their entities to sign the Second Amendment and provide additional funding for the Project and that when the Project appeared to be failing, Defendant Saris insisted that the Property be sold at a loss, resulting in a capital loss to all investors. (Complaint, ¶¶ 16–18, 21.) The Complaint further alleges that Defendant Saris on behalf of Saris Fund One, LLC and 8 Cubed, LLC was given the sole authority as the primary contact with the lender to negotiate loan modifications to the new construction loan and failed to negotiate payment modifications and disclose the true status and content of negotiations with the lender to Plaintiffs and that Defendant Saris refuses to provide the Members of 888 Fourth Street,

LLC with the requested accounting showing that Defendants have paid certain costs or expenses of 888 Fourth Street, LLC that count as credit towards Defendants' capital contribution. (Complaint, ¶¶ 19–20.)

Lastly, the Court notes related actions to the instant case:

- Arbitration with the American Arbitration Association (“AAA”) commenced on December 3, 2024, by Defendant Saris on behalf of Defendants Saris Fund One, and 8 Cubed against Futrell Walter Pacific, Walter Properties, 888 Equity Fund, 888 Fourth Street Equity Fund, Plaintiff Futrell, and Plaintiff Walter (Case No. 01-24-0008-9703) [Podshadley Decl., Exhibit A];
- Arbitration with AAA commenced on December 3, 2024, by Defendant Saris on behalf of 888 Fourth Street, LLC against Hugh Futrell Corporation, Plaintiff Futrell, and Plaintiff Walter (Case No. 01-24-0008-9703) [Podshadley Decl., ¶ 3];
- Request for Consolidation of Arbitrations filed by Defendant Saris [Podshadley Decl., Exhibit C];
- *Lillian Oliver v. Saris* (Case No. 25CV08248) filed on October 17, 2025, in Department 16 of this Court regarding another project involving another entity, Holly Hock LLC; and
- *Jennifer Oliver v. Saris* (Case No. 25CV08248) filed on November 24, 2025, in Department 18 of this Court relating to the 888 Fourth Street, LLC Project and Holly Hock LLC.

II. DISCUSSION

A. Governing Law

“Arbitration ... is a matter of consent, not coercion.... [Citation]. Whether an agreement to arbitrate exists is a threshold issue of contract formation and state contract law. [Citation.]” (*Avila v. Southern California Specialty Care, Inc.* (2018) 20 Cal.App.5th 843–844.) “The petitioner bears the burden of proving the existence of a valid arbitration agreement by a preponderance of the evidence, while a party opposing the petition bears the burden of proving by a preponderance of the evidence any fact necessary to its defense. [Citation] The trial court sits as the trier of fact, weighing all the affidavits, declarations, and other documentary evidence, and any oral testimony the court may receive at its discretion, to reach a final determination. [citation].” (*Ruiz v. Moss Bros. Auto Group, Inc.* (2014) 232 Cal.App.4th 836, 842–843.) A strong public policy favors the arbitration of disputes, and doubts should be resolved in favor of deferring to arbitration proceedings. (*Rowe v. Exline* (2007) 153 Cal.App.4th 1276, 1282.)

B. Moving Papers

Defendants seek to compel Plaintiffs to arbitrate their claims pursuant to section 11.8 of the Original Operating Agreement because their claims arise out of the Original Operating Agreement. (Motion to Compel Arbitration, 3:13–4:19.) Defendants contend that since Plaintiff Futrell and Plaintiff Walter are signatories to the Original Operating Agreement, they have assumed personal obligations under the Agreement and therefore are also bound to arbitration pursuant to section 11.8. (*Id.* at 4:22–5:14.) Defendants ask the Court to stay this case pending its ruling on the instant motion and stay pending the conclusion of arbitration pursuant to C.C.P. section 1281.4. (*Id.* at 5:17–23.)

Plaintiffs oppose the motion, arguing that Plaintiff Futrell, Plaintiff Walter, and Defendant Saris cannot arbitrate any claims because they are non-parties to the Original Operating Agreement as none of these individuals are members of 888 Fourth Street, LLC and that Defendants do not present any authority that would bind the individuals to the arbitration provision. (Opposition, 11:27–12:24.) Plaintiffs compare the instant case to *Rice v. Downs* (2016) 248 Cal.App.4th 175 in arguing that the arbitration provision is narrow, which would not allow the fraud and negligent misrepresentation cause of action to be arbitrated as they do not rise out of the Original Operating Agreement. (*Id.* at 13:4–15:4, 15:19–16:2.) Only claims that are disputes between members or managers of 888 Fourth Street, LLC and are based on interpretation or performance of the Original Operating Agreement are subject to arbitration. (*Id.* at 15:5–15:18.) Plaintiffs maintain that since the vast majority of the claims in the action are not arbitrable, the parties cannot be compelled to arbitrate those claims. (*Id.* at 16:2–3.) Lastly, Plaintiffs argue that the Defendants have waived their right to compel arbitration by filing a Demand for Jury Trial and Notice of Posting Jury Fees on March 6, 2026 without indicating in the Demand for Jury Trial that it was filed to preserve Defendants’ right to a jury trial in the event the Court denied the motion to compel arbitration. (*Id.* at 16:6–20.) Plaintiffs move the Court to order all parties to litigate all claims in a single action pursuant to C.C.P section 1281.2 to prevent conflicting rulings on common issues of law or fact. (*Id.* at 16:23–18:5.)

In Reply, Defendants assert that Plaintiff Walter may be compelled to arbitrate because he used Walter Properties, Inc. as his agent to invest Plaintiff Walter’s personal funds in 888 Fourth Street, LLC and the Complaint alleges that Plaintiff Walter was a principal and the president of Walter Properties, Inc. and he signed the Second Amendment on behalf of Walter Properties, Inc. (Reply, 2:13–3:14.) Plaintiff Walter’s allegations are that all three Defendants made false statements to him and induced him into signing the Second Amendment on behalf of Walter Properties, Inc. and providing his personal funds to Walter Properties, Inc. and to then provide those funds to 888 Fourth Street, LLC. (Reply, 3:14–22.) Defendants further contend that Defendant Saris may enforce the arbitration provision against all parties because he was sued as the alter ego of two parties to the Original Operating Agreement. (*Id.* at 3:24–4:24.) Defendants distinguish the *Rice v. Downs* case from the instant case because the claims in *Rice* arose out of conduct pre-dating the parties’ arbitration agreement. (*Id.* at 4:27–5:4.) Defendants also argue that narrow arbitration agreements cover claims for fraud in the inducement of the agreement and the doctrine of equitable estoppel requires the arbitration of claims that do not fall within the ambit of arbitration provisions, if such claims are inextricably intertwined with obligations imposed by the contract containing the arbitration clause. (*Id.* at 5:5–6:5.) Defendants claim that they did not waive their right to arbitrate because their actions exemplify their desire to arbitrate including filing the instant motion to compel instead of an answer and filing for arbitration with AAA in December 2024. (*Id.* at 6:7–20.) Lastly, Defendants argue that C.C.P. section 1281.2(c) is inapplicable because the third parties in question are bound by the arbitration agreement and thus the Court does not have discretion to decline to compel arbitration. (*Id.* at 6:23–8:5.)

C. Application

a. All Claims are Arbitrable

i. The Claims in the Complaint Arise out of the Original Operation Agreement and its Amendments

Here, it is clear that all causes of action are directly related to the Original Operation Agreement and its Amendments. Plaintiffs allege that Defendant Saris on behalf of 8 Cubed and Saris Fund One committed fraud and negligent misrepresentation by misrepresenting that the waiver of claims in the First Amendment would continue through the date of the Second Amendment (and thereby representing that

Plaintiffs would not be sued if additional capital was invested to pay for completion of the Project) which induced Plaintiffs Futrell and Walter and their entities to sign the Second Amendment and provide additional funding for the Project. (Complaint, ¶¶ 16–17, 23–28.) Plaintiffs further allege that Saris Fund One as Co-Manager of 888 Fourth Street, LLC owed fiduciary duties to Plaintiffs pursuant to the Operating Agreement and breached such duties by misrepresenting the waiver of claims in the First Amendment, failing to provide 888 Fourth Street, LLC members with requested accounting, and failing to effectively negotiate with the lender for the new construction loan and update 888 Fourth Street, LLC Members with the status of these negotiations. (Complaint, ¶¶ 19–20, 29–38.) Plaintiffs concede that the breach of fiduciary duty claim arises out of the Original Operation Agreement but argue that the fraud and negligent misrepresentation causes of action do not. However, the fraud and negligent misrepresentation causes of action are based on claims that Defendant misrepresented the future applicability of the waiver of claims provision, a provision added by the First Amendment, that Plaintiffs claim induced them to agree to and sign the Second Amendment. Thus, all causes of action necessarily arise out of the Original Operation Agreement and its two amendments as Plaintiffs are suing under provisions added by the First Amendment. Even though *Rice v. Downs* (2016) 248 Cal.App.4th 175, supports finding a narrow interpretation of the arbitration provision in the Original Operating Agreement, the principles of agency and equitable estoppel discussed below support arbitration of all causes of action.

ii. Plaintiff Hugh Futrell, Plaintiff David Walter, and Defendant Anthony Saris can be Compelled to Arbitrate their Claims

Agency/Alter Ego

An agent is one who acts on behalf of a corporation while an alter ego is one who, effectively, *is* the corporation. (*Rowe, supra*, 153 Cal.App.4th at 1285 [emphasis in original].) A non-signatory sued as an agent or alter ego of a signatory may enforce an arbitration agreement. (*Id.* at 1284–1287.)

The Complaint sufficiently alleges agency and alter ego liability. Plaintiffs allege in their Complaint that Plaintiff Walter is a principal and the president of Walter Properties and Plaintiff Futrell is a principal of Futrell Walter Pacific. (Complaint, ¶¶ 3–4.) Similarly, Defendant Saris is alleged to be a principal, manager, and agent of Saris Fund One, “a principal and agent of 8 Cubed and/or that 8 Cubed is under the control of Saris,” and that “every Defendant was the agent, servant, employee, joint venturer, partner, alter-ego and/or co-conspirator of each other Defendant.” (Complaint, ¶¶ 6–7.) Additionally, Plaintiff Futrell, Plaintiff Walter, and Defendant Saris all signed the Original Operation Agreement, the First Amendment, and the Second Amendment as agents (Manager, President, and/or Key Individual) of their respective entities—Futrell Walter Pacific, Walter Properties, Saris Fund One, and 8 Cubed. Thus, Plaintiffs’ assertions that Futrell and Walter as individuals cannot be compelled as nonmembers of 888 Fourth Street, LLC to arbitrate (and similarly that Defendant Saris as an individual cannot compel arbitration) are unavailing as they presented themselves as agents of the entities that formed 888 Fourth Street, LLC and signed the Original Operating Agreement and both Amendments as such agents.

Equitable Estoppel

The doctrine of equitable estoppel requires individual Plaintiffs to arbitrate their claims. As determined above, all causes of action arise out of the Original Operation Agreement and its Amendments and are inextricably intertwined with the obligations imposed by the contract containing the arbitration clause. (*JSM Tuscany, LLC v. Superior Court* (2011) 193 Cal.App.4th 1222, 1242 [“A non-signatory

plaintiff can be compelled to arbitrate a claim even against a non-signatory defendant, when the claim is itself based on, or inextricably intertwined with, the contract containing the arbitration clause”].)

“The fundamental point’ [of equitable estoppel] is that a party is ‘not entitled to make use of [a contract containing an arbitration clause] as long as it worked to [his or] her advantage, then attempt to avoid its application in defining the forum in which [his or] her dispute ... should be resolved.’”(*Jensen v. U-Haul Co. of California* (2017) 18 Cal.App.5th 295, 306 quoting *NORCAL Mutual Ins. Co. v. Newton* (2000) 84 Cal.App.4th 64, 84.) Plaintiffs may not sue under provisions of the Original Operation Agreement and the Amendments but then maintain that they are not required to arbitrate such claims when the Original Operation Agreement contained an arbitration provision under section 11.8 that was unaltered by the First and Second Amendments.

iii. C.C.P. Section 1281.2(c) is Unpersuasive

“What the trial court chooses to do when a petition to compel arbitration gives rise to a possibility of inconsistent rulings on common questions is a matter of its discretion, guided largely by the extent to which the possibility of inconsistent rulings may be avoided.” (*Metis Development LLC v. Bohacek* (2011) 200 Cal.App.4th 679, 692–693.) Plaintiffs cite to the *Jennifer Oliver* case pending in the Court and the arbitration matters pending before AAA, arguing that if some of the claims but not all the claims are compelled into arbitration, there is a high probability of conflicting rulings. However, since Defendants may enforce arbitration of the claims against them, they are not third parties within the meaning of section 1281.2(c). (*Rowe, supra*, 153 Cal.App.4th 1276, 1290.) Furthermore, any non-signatory third parties would be bound to the arbitration provision to the extent that their claims are inextricably intertwined with 888 Fourth Street, LLC. (*JSM Tuscany, LLC, supra*, 193 Cal.App.4th at 1242.)

b. Defendants did not Waive Their Right to Arbitration

“To establish waiver under generally applicable contract law, the party opposing enforcement of a contractual agreement must prove by clear and convincing evidence that the waiving party knew of the contractual right and intentionally relinquished or abandoned it.” (*Quach v. California Commerce Club, Inc.* (2024) 16 Cal.5th 562, 584.) “Its intentional relinquishment or abandonment of the right may be proved by evidence of words expressing an intent to relinquish the right or of conduct that is so inconsistent with an intent to enforce the contractual right as to lead a reasonable factfinder to conclude that the party had abandoned it.” (*Ibid.*) “The waiver inquiry is exclusively focused on the waiving party’s words or conduct; neither the effect of that conduct on the party seeking to avoid enforcement of the contractual right nor that party’s subjective evaluation of the waiving party’s intent is relevant.” (*Id.* at 585.)

Here, Defendants’ conduct is not so inconsistent with an intent to enforce the contractual right as to lead a reasonable factfinder to conclude that Defendants had abandoned their right to compel arbitration. While Defendants filed a Demand for Jury Trial and Notice of Posting Jury Fees on March 6, 2026, Defendants did not file an Answer to the Complaint in this action but instead filed the instant motion to compel arbitration, Defendants have not initiated discovery in this action, and they initiated arbitration over these claims with AAA in December of 2024. Therefore, the Court finds that Plaintiffs have failed to show by clear and convincing evidence that Defendants intentionally relinquished or abandoned their right to arbitration.

III. CONCLUSION

Based upon the foregoing, Defendants proved the existence of a valid arbitration agreement by a preponderance of the evidence and their motion to compel arbitration is **GRANTED**. The action is **STAYED** pending completion of arbitration.

Defendants' counsel 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. 25CV02545, County of Sonoma v. Shapiro

Plaintiff County of Sonoma's ("County") motion to compel further responses from Defendant Shapiro is **GRANTED in part** and **DENIED in part**. Defendant Shapiro shall serve verified, objection-free further responses to the following discovery within 15 days of notice of entry of an order on this motion as discussed above:

- Form Interrogatories
 - Nos. 2.6, 2.11, 12.1, 12.3, 12.4, 14.1, 15. 1, and 17.1;
- Special Interrogatories
 - Nos. 4–6, 9, 12, 14, 15, 17, 20–21, 23–25, 27–29, 31–32, 34–35, 37–38, 40–41, 43–44, and 47–53;
- Requests for Production of Documents
 - Nos. 2–15.

The County's motion to compel further responses to Requests for Admission of Fact is **DENIED**.

Sanctions are **DENIED**.

I. FACTUAL & PROCEDURAL HISTORY

This action arises out of an abatement action between the County and Defendants Kerry Barnes and Stephen Shapiro (together as "Defendants") for various building and zoning code violations on Defendants' property located at 0 Brack Road, Healdsburg, California. (See Complaint, filed April 11, 2025.) On September 5, 2025, the County propounded Set One of Form Interrogatories, Special Interrogatories, Requests for Production of Documents (or "RFPDS", and Requests for Admissions of Fact (or "RFAs") on Defendants. (Gomez Decl., ¶ 2, Exhibits 1–4.) The County did not receive any responses to this discovery and sent Defendants a meet and confer letter on October 13, 2025 stating that if the County did not receive responses by October 20, 2025, the County would file a motion to compel. (Gomez Decl., ¶ 4, Exhibit 5.) On October 30, 2025, the County filed a motion to compel initial responses, which was set for a hearing on April 1, 2026. (Gomez Decl., ¶ 5.) In the interim, Defendant Shapiro served initial responses to Form Interrogatories, Special Interrogatories, RFPDs, and RFAs on December 8, 2025. (Gomez Decl., ¶ 6, Exhibits 6–9.) Defendant Barnes did not respond to the discovery. (Gomez Decl., ¶ 7.) The County maintains that Defendant Shapiro's responses were verified by Defendant Barnes rather than himself. (Gomez Decl., ¶ 8.) On December 22, 2025, the County sent Defendants another meet and confer letter requesting further responses from him detailing the deficiencies of his responses. (Gomez Decl., ¶ 9, Exhibit 10.) After not receiving any response to the meet and confer letter, the County sent an email to Defendants asking for dates they were available to discuss the

insufficiencies of the discovery responses. (Gomez Decl., ¶ 10, Exhibit 11.) The County contends that they have not received any response from Defendants regarding the letters or email to date. (Gomez Decl., ¶ 11.) Thus, the County moves the Court to compel Defendant Shapiro's further responses to Form Interrogatories, Special Interrogatories, RFPDs, and RFAs.

II. DISCUSSION

A. Governing Law

A party's failure to timely respond to discovery allows the propounding party to move for an order compelling responses and monetary sanctions. (See C.C.P. § 2030.090(b) [compelling response to interrogatories]; C.C.P. § 2030.090(c) [monetary sanctions for unsuccessfully making or opposing a motion to compel a response to interrogatories]; C.C.P. § 2031.300(b) [compelling response to demand for inspection]; C.C.P. § 2031.300(c) [monetary sanctions for unsuccessfully making or opposing a motion to compel a response to demand for inspection]; and C.C.P. §§ 2033.280(b)–(c) [requesting an order that the truth of any matters specified in the requests be deemed admitted and monetary sanctions].) A party may move for an order compelling further responses and sanctions if initial responses are incomplete, evasive, or an asserted objection is meritless or too general. (See C.C.P. § 2030.300(a) [compelling further response to interrogatories]; C.C.P. § 2030.300(d) [monetary sanctions for unsuccessfully making or opposing a motion to compel a further response to interrogatories]; C.C.P. § 2031.310(a) [compelling further response to demand for inspection]; C.C.P. § 2031.310(h) [monetary sanctions for unsuccessfully making or opposing a motion to compel a further response to demand for inspection]; C.C.P. § 2033.290(a) [compelling a further response to requests for admissions]; and C.C.P. § 2033.290(d) [monetary sanctions for unsuccessfully making or opposing a motion to compel a further response to requests for admissions].)

B. Omnibus Discovery Motions are Disfavored

The Court notes that omnibus or compound discovery motions are a strongly disfavored practice in California as such motions do not allow the Court to allocate the proper resources to such motions, such as calendar space and fee collection, and thereby frustrate judicial efficiency. While the County filed one motion to compel further responses, its motions seek to compel further responses for four separate modalities of discovery. This practice results in unnecessarily cumbersome or complex motions. The Court cautions counsel to file all discovery motions as separate motions going forward.

C. The County's Motion to Compel Initial Responses filed October 30, 2025

Given the factual and procedural history above, the Court clarifies the two overlapping motions to compel in this case. The County first filed a motion to compel initial responses from both Defendants on October 30, 2025, which was set for a hearing on April 1, 2026 but continued to April 10, 2026. (See Minute Orders, dated April 1, 2026, and served April 3, 2026.) However, Defendant Shapiro served initial responses on December 8, 2025. The County represents that Defendant Barnes has not responded at all to the discovery requests. (See Gomez Decl., ¶ 7.) In the opposition to this motion to compel further responses, Defendant Barnes claims she did not receive any discovery requests. (Defendant's Reply to Plaintiff's Motion to Compel Further Responses to Special Interrogatories and Request for Production of Documents from Defendant Stephen Shapiro, filed March 30, 2026, 2:9–10.) Any representations about Defendant Barnes' initial failure to respond to discovery will be addressed by the Court at the Wednesday April 15, 2026 hearing. The Court only considers the instant motion to compel further responses from Defendant Shapiro and the facts and evidence relevant to this motion to compel.

D. Defendants Must Follow Proper Procedure

While the Court understands that Defendants have chosen to represent themselves in *propria persona*, they are held to the same standards as attorneys and must abide by proper procedure. First, Defendants label their motion as a Reply, but the Court shall treat it as an Opposition to the motion to compel further responses. Second, in its Opposition to the motion to compel further responses, Defendant Shapiro filed amended discovery responses to the requests at issue. There is no proof of service of these amended responses on County's counsel. Such amended responses should have been served separately on County's counsel and not filed with the Court and the Court is unsure whether these responses were properly served on County's counsel. Filing amended responses as a part of an opposition is improper and does not constitute properly amended responses. Thus, the Court shall not consider Defendant Shapiro's "amended responses" when evaluating the County's motion to compel further responses. Regarding verifications, the Court notes that Defendant Barnes verified Defendant Shapiro's responses to Form Interrogatories (Gomez Decl., Exhibit 6) and that Defendant Shapiro's responses to Special Interrogatories were not verified at all (signature line left blank) (Gomez Decl., Exhibit 7). Discovery responses must be verified by the person who is responding to the requests.

E. The County's Motion to Compel Further Responses

The County moves to compel Defendant Shapiro to provide full and complete, verified further responses to the following:

- Form Interrogatories
 - Nos. 2.6, 2.11, 12.1, 12.3, 12.4, 14.1, 15. 1, and 17.1;
- Special Interrogatories
 - Nos. 4, 5, 6, 9, 12, 14, 15, 17, 20, 21, 23, 24, 25, 27, 28, 29, 31, 32, 34, 35, 37, 38, 40, 41, 43, 44, 47, 48, 49, 50, 51, 52, and 53;
- Requests for Production of Documents
 - Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15;
- Requests for Admission of Fact
 - Nos. 3, 4, 20, 21, 22, 24, 25, 26, 27, 28, 30, 34, and 35.

Form Interrogatories

Regarding Form Interrogatories Nos. 2.6, 2.11, 12.1, 12.3, and 14.1, Defendant Shapiro's responses of "N/A" or responding with a question or statement that he does not understand are not proper responses. Defendant Shapiro's response to No. 15.1 is improper as he may not refer to a separate legal pleading for a response. Additionally, Defendant Shapiro's response to No. 12.4 is incomplete as he was required to provide the number of photos taken, where they were taken, and the date the photos were taken, which Defendant Shapiro failed to specify in his response as he responded with "Numerous". Lastly, Form Interrogatory No. 17.1 requests more information about unqualified admissions in relation to RFA responses to which Defendant Shapiro did not properly respond by stating that he did not understand. Defendant Shapiro's responses to RFA Nos. 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17,19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, and 35, were not unqualified admissions, which make them subject to Form Interrogatory No. 17.1. Defendant Shapiro was required to provide the information requested in No. 17.1 about these RFAs, which he failed to do. Therefore, further responses to all Form Interrogatories at issue are **GRANTED**.

Special Interrogatories

Defendant Shapiro responded to Special Interrogatories Nos. 4, 5, 6, 51, 52, and 53 with “N/A” or no response at all, which are not proper responses. Defendant Shapiro answered Special Interrogatories Nos. 9, 14, 17, 20, 21, 23, 24, 27, 28, 31, 37, 40, 43, 44, 46, 47, 48, and 49 by referencing other Special Interrogatories, e.g. “SI-31.1/SI-31.2/SI-31.3/SI-31.4” or “See #28.” Such responses are not proper as they simply reference other responses. Regarding No. 12, Defendant Shapiro’s response does not identify his efforts (if any) to obtain a permit for the accessory structure as required. Regarding Nos. 15, 25, 29, 32, 34, 35, 38, and 41, Defendant Shapiro’s responses are not sufficiently specific because he lists documents instead of facts to support his contentions as required by these Special Interrogatories. Defendant Shapiro’s response to No. 50 is incomplete because he cites to code sections but does not provide any facts to support his affirmative defense that the County’s claims are preempted by federal and/or state law. Thus, further responses to all Special Interrogatories at issue are **GRANTED**.

Requests for Production of Documents

Defendant Shapiro’s responses to RFPDs Nos. 4, 5, 6, 7, 8, 13, 14, and 15 all reference responses to Special Interrogatories (“Please see SI 34” or “Included with SI answers”) or restate the request (“Please see RFP 6”) which are not proper because Defendant Shapiro is required to identify the document(s) that is responsive to that particular request and such responsive documents shall be identified with the specific request number to which the documents respond. Regarding Nos. 9, 10, 11, and 12, Defendant Shapiro’s responses are improper because they either state that Defendant Shapiro does not understand or reference other pleadings in this case. Therefore, further responses to all RFPDs at issue are **GRANTED**.

Requests for Admission of Fact

The County requests that the Court either deem certain RFAs admitted (Nos. 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, and 15) or in the alternative, order Defendant Shapiro to provide full and complete, verified admissions or denials without objection to RFA Nos. 3, 4, 20, 21, 22, 24, 25, 26, 27, 28, 30, 34, and 35. The County challenges Defendant Shapiro’s denials as being false and evasive based on contradictory evidence Defendant provided. However, Defendant Shapiro has answered the RFAs at issue, which is a separate issue from refusing to admit or deny requests for admission altogether. The latter thwarts the purpose of C.C.P. section 2033 (now repealed) “to set at rest issues which the party to whom requests for admission are addressed does not in good faith intend to contest at the trial,” while the former does not. (*Holguin v. Superior Court* (1972) 22 Cal.App.3d 812, 820.) Thus, the Court may not compel further responses from Defendant Shapiro when he has answered the RFAs. (See *ibid.* [“We do not see, however, how any court can force a litigant to admit any particular fact if he is willing to risk a perjury prosecution or financial sanctions.”]) The more appropriate remedy for the issue raised by the County is a cost-of-proof sanction for failure to admit the truth of any matter pursuant to C.C.P. section 2033.420. Therefore, the County’s motion to compel further responses to RFAs is **DENIED**.

F. Requirements for Defendant Shapiro’s Further Responses

The Court first notes that Defendant Shapiro’s amended responses in Opposition to the instant motion raise objections, which were raised for the first time. By not raising these objections in his initial responses, Defendant Shapiro has waived such objections. (*Stadish v. Superior Court* (1999) 71 Cal.App.4th 1130, 1140.) Therefore, Defendant Shapiro shall serve verified, objection-free further

responses to Form Interrogatories, Special Interrogatories, and Requests for Production of Documents within 15 days of notice of entry of an order on this motion.

G. Sanctions

The County requests evidentiary sanctions for Defendant Shapiro's failure to respond to discovery, including an order that the RFAs are deemed admitted and each denial and affirmative defense be stricken. (Gomez Decl., ¶ 19.) However, the County fails to justify such an extreme remedy in this case or how this is a more appropriate remedy than a cost-of-proof sanction. Thus, this request is **DENIED**.

The Court finds that the circumstances in this case render the imposition of sanctions unjust pursuant to C.C.P. sections 2030.300(d) and 2031.310(h). While he did not follow proper procedure, Defendant Shapiro attempted to substantially comply with the motion to compel further by amending his responses to the discovery before the date of the hearing. Defendant Shapiro is representing himself in *propria persona* and is actively attempting to comply with the County's discovery requests. Therefore, the County's request for \$2,745.50 in sanctions is **DENIED**.

III. CONCLUSION

Based on the foregoing, the County's motion to compel further responses from Defendant Shapiro is **GRANTED in part** and **DENIED in part**. Defendant Shapiro shall serve verified, objection-free further responses to Form Interrogatories, Special Interrogatories, and Requests for Production of Documents within 15 days of notice of entry of an order on this motion as discussed above. Sanctions are **DENIED**.

The County 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).