

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, May 15, 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. 25CV01889, May Can v. America Honda Motor Co., Inc.

Plaintiff Marai Elena May Can ("Plaintiff") moves the Court to compel Defendant American Honda Motor Co., Inc. ("Honda") to provide further responses to Requests for Production of Documents ("RFPDs"), Set One. The motion is **GRANTED**. Honda shall produce all responsive documents to RFPDs Nos. 1–3 and 6–8 within 20 days of service of entry of the Court's order on this motion.

Sanctions are **GRANTED** in the reduced amount of \$3,960.00 against Honda pursuant to C.C.P. section 2031.310(h).

I. FACTUAL & PROCEDURAL HISTORY

This action arises out of Honda's alleged violations of the Song-Beverly Consumer Warranty Act. (See Complaint, filed March 18, 2025.) On July 24, 2021, Plaintiff purchased a new 2021 Acura RDX (V.I.N. 5J8TC2H37ML034585) (the "Vehicle") and experienced key fob issues that Honda refused to fix. (MPA in Support, 2:15–19.) On October 13, 2025, Plaintiff propounded written discovery requests, including RFPDS, Set One. (Hendrickson Decl., ¶ 2; Exhibit A.) After three extensions for discovery

responses, Honda's counsel served responses to the discovery but did not produce the corresponding documents. (Hendrickson Decl., ¶¶ 3–7; Exhibits B–F.) Plaintiff's counsel states that he sent an email about the deficient responses to Honda's counsel on January 9, 2026, to which he did not receive a response. (Hendrickson Decl., ¶¶ 8–9, Exhibit G.) On January 21, 2026, Honda's counsel served a partial document production with a stipulation for a protective order, which Plaintiff's counsel refused to sign. (Hendrickson Decl., ¶ 10; Exhibit H.) Plaintiff now moves to compel Honda to produce further documents to RFPDs, Set One, Nos. 1, 2, 3, 6, 7, and 8 and sanctions.

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. § 2030.290(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. RFPDs at Issue

No. 1

RFPD No. 1 requests all documents related to communications between Honda and Plaintiff related to the Vehicle. Honda objected to the request arguing that it was vague, ambiguous, and overbroad and without waiving the objection that it completed a diligent search but that it is not aware of the existence of any responsive documents. Plaintiff argues that the response is not thorough since Plaintiff has contacted Honda through counsel so claiming that it has never received any communications from Plaintiff or her representative is false. Honda responds that its response to No. 1 is complete and sufficient and argues that Plaintiff does not attach any proof of such communication to its motion and states that if Plaintiff's counsel did send any communications, then Plaintiff already has it. (See Honda's Opposition to Plaintiff's Separate Statement, 2:2–3:18.)

Here, the Court finds it highly implausible that Honda does not have any communication from Plaintiff related to the Vehicle. Even if Plaintiff has such communication because she or her counsel sent it, this is not a proper objection to avoid producing relevant documents as exceptions to information is equally available to the propounding party is applicable to interrogatories, not RFPDs. (C.C.P. § 2030.220(c).) Therefore, this request is **GRANTED**. Honda shall produce all documents related to communications between Honda and Plaintiff related to the Vehicle, regardless of whether the document is equally available to Plaintiff. If there are no responsive documents, Honda shall respond as much.

No. 2

RFPD No. 2 requests all documents related to all communications between Honda and any third party that relates to the Vehicle. Honda objected to the request arguing that it was vague, ambiguous, and overbroad and that it called for confidential, sensitive, and/or proprietary documents. Honda stated that without waiving objections, it would produce all the confidential Warranty History and Tech Line Contact Report pursuant to the entry of a protective order. In Opposition, Honda stated that response to No. 2 is complete and sufficient that it served all non-confidential production on January 21, 2026. Honda contends that the only responsive documents not yet produced are the confidential Warranty History and Tech Line Contact Report, which will be withheld pending entry of an appropriate protective order. (See Honda's Opposition to Plaintiff's Separate Statement, 3:19–5:18.)

While Honda relies on the prospect of a protective order to withhold documents it acknowledges are responsive to the request, Plaintiff is under no obligation to sign a stipulated protective order. However, that would require Honda to then move the Court for a protective order. Notably, at the time of review, there is no motion by Honda for a protective order in the docket of this case. Honda may not idly wait for Plaintiff to sign a stipulated protective order she has already made known she will not sign while simultaneously delaying production indefinitely until the entry of said protective order when it has not affirmatively moved the Court for a protective order either. The protective order statute clearly places the burden on the party seeking protection. (*Nativi v. Deutsche Bank National Trust Co.* (2014) 223 Cal.App.4th 261, 318.) Honda does not cite any authority allowing it to rely on the prospect of a protective order to withhold documents from production when it has not affirmatively moved for a protective order. Thus, this request is **GRANTED** and Honda shall produce all documents responsive to this request, including the Warranty History and Tech Line Contact Report.

No. 3

RFPD No. 3 requests all documents related to all repairs Honda performed on the Vehicle. Honda objected to the request arguing that it was vague, ambiguous, and overbroad and that the term "communications" is not defined, and that it called for confidential, sensitive, and/or proprietary information. Honda stated that without waiving objections, it did not perform repairs on the Vehicle but that it had service records from Hansel Acura and Acura of Pleasanton, which are separate entities of Honda and that it would produce its Tech Line Contact Report. In Opposition, Honda states that response to No. 3 is complete and sufficient that it produced and served all non-confidential production on January 21, 2026, including the service records from Hansel Acura and Acura of Pleasanton and the Tech Line

Contact Report is being withheld pending entry of a protective order. (See Honda's Opposition to Plaintiff's Separate Statement, 5:19–7:16.)

As determined above, Honda may not rely on the prospect of a protective order to withhold documents from production when it has not moved for a protective order either. This request is **GRANTED** and Honda shall produce all documents responsive to this request, including the Tech Line Contact Report.

No. 6

RFPD No. 6 requests all documents identified or referred to in Honda's responses to Form Interrogatories, Set One. Honda objected to the request arguing that it was vague, ambiguous, and overbroad and that it called for confidential, sensitive, and/or proprietary documents and documents of third-party entities. In Opposition, Honda states that response to No. 6 is objectionable because it is improper for not being reasonably specific as it incorporates by reference responses to another set of discovery and that there is nothing further to compel because the identifiable documents were either produced (2021 Acura RDX Warranty Booklet) or already in Plaintiff's possession (Plaintiff's sales contract and Honda's Answer to the Complaint). (See Honda's Opposition to Plaintiff's Separate Statement, 7:17–8:19.)

It is proper for RFPDs to request documents identified in interrogatories as responses to interrogatories are required to be as complete and straightforward as the information reasonably available to the responding party permits. (C.C.P. § 2030.220(a).) As discussed above, not producing relevant documents on the basis that the documents are equally available to Plaintiff is not a proper objection or response to avoid production. The request is **GRANTED** and Honda shall produce all responsive documents, regardless of whether it is in Plaintiff's possession, including Plaintiff's sales contract and Honda's Answer to the Complaint.

No. 7

RFPD No. 7 requests all documents identified or referred to in Honda's responses to Special Interrogatories, Set One. Honda objected to the request arguing that it was vague, ambiguous, and overbroad and that it called for confidential, sensitive, and/or proprietary documents and documents of third-party entities. In Opposition, Honda contends that response to No. 7 is objectionable because it is improper for not being reasonably specific as it incorporates by reference responses to another set of discovery and that there is nothing further to compel because the identifiable documents were either produced on January 21, 2026 (2021 Acura RDX Warranty Booklet and Owner's Manual, the service records from Hansel Acura and Acura of Pleasanton, and the 2021 Acura RDX Consumer Information Booklet) or are being withheld pending entry of a protective order (the Warranty History and Tech Line Contact Report). (See Honda's Opposition to Plaintiff's Separate Statement, 8:20–10:4.)

Honda may not rely on the prospect of a protective order to withhold documents from production when it has not moved for a protective order either. This request is **GRANTED** and Honda shall produce

all documents responsive to this request, including the Warranty History and the Tech Line Contact Report.

No. 8

RFPD No. 8 requests all documents identified or referred to in Honda's responses to Requests for Admission, Set One ("RFAs"). Honda objected to the request arguing that it was vague, ambiguous, and overbroad and that it called for confidential, sensitive, and/or proprietary documents and documents of third-party entities. In Opposition, Honda claims that response to No. 8 is objectionable because it is improper for not being reasonably specific as it incorporates by reference responses to another set of discovery, and that there is nothing further to compel because there were no documents identified or referred to in Honda's responses to the RFAs. (See Honda's Opposition to Plaintiff's Separate Statement, 10:5–11:5.)

Upon review of Honda's RFA responses, the responses reference "an express limited written warranty for the SUBJECT VEHICLE at the time of its initial retail sale" and an implied warranty. (Sadanaga Decl., Exhibit E.) It is unclear whether the implied or express warranty has been produced but it is clearly responsive and relevant to the request. This request is **GRANTED** and Honda shall produce all documents responsive to this request, including the express and implied warranties.

C. Sanctions

Plaintiff requests \$5,260 in sanctions for the instant motion pursuant to C.C.P. section 2023.030(a). (Hendrickson Decl., ¶ 13.) Counsel requests 8 hours of work at \$650 per hour plus the \$60 filing fee. The Court finds that Plaintiff's counsel is entitled to sanctions pursuant to C.C.P. section 2031.310(h).

The Court finds that \$650 per hour is a reasonable rate but that 8 hours of work is not reasonable given that there were only six RFPDs at issue and anticipatory attendance of a hearing that has not occurred is not an actual cost. (See *Kwan Software Engineering, Inc. v. Hennings* (2020) 58 Cal.App.5th 57, 74; *Argaman v. Ratan* (1999) 73 Cal.App.4th 1173, 1181 [costs must be both actual and reasonable].) Therefore, the Court will award 6 hours of work at \$650 per hour plus the \$60 filing fee, totaling \$3,960.00.

III. CONCLUSION

Plaintiff's motion to compel further RFPDs is **GRANTED**. Honda shall produce all responsive documents to RFPDs Nos. 1–3 and 6–8 within 20 days of service of notice entry of the Court's order on this motion. Sanctions are **GRANTED** in the reduced amount of \$3,960.00 against Honda pursuant to C.C.P. section 2031.310(h).

Plaintiff's 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).

2. 24CV03149, London v. City of Healdsburg

Defendant City of Healdsburg (the “City”) moves for summary judgment to Plaintiff Patricia London’s (“Plaintiff”) Complaint pursuant 437c. The unopposed motion for summary judgment is **GRANTED**.

I. MATERIAL FACTS

On June 10, 2023, in the daylight, Plaintiff alleged that she tripped on a dangerous condition of public property: an uneven utility cover in the sidewalk on Healdsburg Avenue on property owned by the City (the “Incident”). (Undisputed Material Fact [“UMF”], Nos. 1–3, 7.) The specific area where Plaintiff tripped was as the edge of the utility cover where it meets the surrounding concrete sidewalk, as indicated by a red ellipses, red rectangle, and red line on Exhibits 1, 2, and 5 to Plaintiff’s deposition, which are included as Exhibits A–C to the Zimmer Declaration (“Subject Condition”). (UMF, No. 4.) The Subject Condition at the time of the Incident had a height differential of less than half an inch, was not obscured from Plaintiff’s view, and was not jagged. (UMF, Nos. 5–6, 8.) There is no evidence that there have been any accidents, trips, or injuries involving the Subject Condition other than the Incident. (UMF, No. 9.)

On May 21, 2024, Plaintiff filed her Petition for Relief from Government Code section 945.4, which the Court granted on December 12, 2024. (See Order After Hearing, filed December 12, 2024.) Subsequently, Plaintiff filed her Complaint on January 13, 2025, asserting two causes of action for negligence and premises liability (count one–negligence and count three–dangerous condition of public property) against the City and Defendant John F. Brandt. On March 13, 2025, Plaintiff filed a request for dismissal as to the City for the First Cause of Action for Negligence and the Second Cause of Action (Count One only). The City now moves to summary judgment on Plaintiff’s entire Complaint.

II. DISCUSSION

A. Governing Law

a. Summary Judgment Generally

A party moving for summary judgment must show that there is no triable issue as to any material fact and the moving party is entitled to a judgment as a matter of law. (CCP § 437c(c).) A party moving for summary adjudication of a cause of action must prove that the cause of action has no merit and summary adjudication may only be granted if it completely disposes of the cause of action. (C.C.P. § 437c(f)(1).) “A defendant or cross-defendant has met his or her burden of showing that a cause of action has no merit if the party has shown that one or more elements of the cause of action, even if not separately pleaded, cannot be established, or that there is a complete defense to the cause of action.” (C.C.P. § 437c(p)(2).) “Once the defendant or cross-defendant has met that burden, the burden shifts to the plaintiff or cross-complainant to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto.” (*Ibid.*)

“From commencement to conclusion,” the moving party bears the burden of persuasion and

production to make a prima facie showing that there are no triable issues of material fact. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.) “There is no obligation on the opposing party...to establish anything by affidavit unless and until the moving party has by affidavit stated facts establishing every element...necessary to sustain a judgment in his favor.” (*Consumer Cause, Inc. v. SmileCare* (2001) 91 Cal.App.4th 454, 468.) Defendants can meet their burden by showing a cause of action has no merit by showing that one or more elements of the cause of action “cannot be established.” (See C.C.P. § 437c(p)(2).) Once the defendant has met that burden, the burden shifts to the plaintiff to show that a triable issue of one or more material facts exists as to that cause of action or defense. (*Aguilar, supra*, 25 Cal.4th at p. 849.)

b. Dangerous Condition of Public Property

For a public entity to be liable for injury caused by a dangerous condition of its property, the plaintiff must establish: (1) the property was in a dangerous condition at the time of the injury; (2) the plaintiff’s injury was proximately caused by the dangerous condition; (3) the dangerous condition created a reasonably foreseeable risk of the kind of injury the plaintiff incurred; and (4)(a) a negligent or wrongful act or omission of an employee of the public entity within the scope of his employment created the dangerous condition *or* (4)(b) the public entity had actual or constructive notice of the dangerous condition for a sufficient time prior to the injury to have taken measures to protect against it. (Gov. Code § 835.) A dangerous condition is defined as “condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used.” (Gov. Code § 830.)

B. Plaintiff Failed to Oppose the Motion

The City’s counsel served notice of the motion and all moving papers on Plaintiff’s counsel on February 5, 2026, and then filed an amended proof of service with the May 15th hearing date on February 6, 2026. Plaintiff has been properly served but has failed to oppose the motion for summary judgment. The Court shall consider the motion on its merits.

C. The Operative Causes of Action Against the City

In light of Plaintiff’s March 13, 2025, request for dismissal, the only operative cause of action against the City is Count Three–Dangerous Condition of Public Property of the Second Cause of Action for Premises Liability. Thus, the Court only considers the City’s arguments as they relate to Count Three–Dangerous Condition of Public Property.

The Court notes that Plaintiff’s Complaint is a form complaint. While it appears that Plaintiff filled out the Does to Count Two (Does 11 to 15) of the Second Cause of Action, Plaintiff did not check the boxes for this Count or list any defendants, so the Court does not consider Count Two–Willful Failure to Warn (Civil Code section 846) as a viable cause of action asserted against the City.

D. Defendant Brandt's Notice of Joinder is Improper

On February 10, 2026, Defendant Brandt filed a notice of joinder to the City's motion "in that if the Court finds that the defect at issue is not a dangerous condition as a matter of law pursuant to the relevant Government Codes cited in City's motion the same defect would also be trivial as a matter of law with regard to Brandt as a private entity." However, the only remaining cause of action against the City is Count Three for Dangerous Condition of Public Property which is not alleged against Defendant Brandt. Additionally, Brandt's notice of joinder is not seeking judgment in favor of Brandt as required by C.C.P. section 437c and the City moves for summary judgment, not summary adjudication. (See *Village Nurseries, L.P. v. Greenbaum* (2002) 101 Cal.App.4th 26, 46–47.) Thus, the Court finds that issues and causes of action pertaining to Defendant Brandt are properly addressed in his motion for summary judgment, or summary adjudication in the alternative, which is currently set for a hearing on Wednesday, June 24, 2026, in this Court.

E. Second Cause of Action, Count Three–Dangerous Condition of Public Property

The trivial defect doctrine shields public entities from liability for defects that a court deems trivial as a matter of law. (*Stack v. City of Lemoore* (2023) 91 Cal.App.5th 102, 110, citing *Huckey v. City of Temecula* (2019) 37 Cal.App.5th 1092, 1104.) The trivial defect doctrine is not an affirmative defense but is "an aspect of duty that a plaintiff must plead and prove." (*Huckey, supra*, 37 Cal.App.5th at 1104.) In some cases, the trial court may determine whether a given walkway defect was trivial as a matter of law. (*Ibid.*) "Where reasonable minds can reach only one conclusion—that there was no substantial risk of injury—the issue is a question of law, properly resolved by way of summary judgment." (*Id.* at 1104–1105, quoting *Caloroso v. Hathaway* (2004) 122 Cal.App.4th 922, 929.) However, if a court determines that sufficient evidence has been presented so that reasonable minds may differ as to whether the defect presents a substantial risk of injury, the court may not conclude that the defect is trivial as a matter of law. (*Huckey, supra*, 37 Cal.App.5th at 1105.) To determine whether a given walkway is trivial as a matter of law, the court should consider several circumstances: the size of the defect (on the depth or height of the walkway depression or elevation); whether there were any broken pieces or jagged edges in the area of the defect; whether any dirt, debris or other material obscured a pedestrian's view of the defect; the plaintiff's knowledge of the area; whether the accident occurred at night or in an unlighted area; the weather at the time of the accident; and whether the defect has caused any other accidents. (*Id.* [citations omitted].)

The City's sole argument as to the only operative Count against it is that the Subject Condition was a trivial defect, shielding it from liability, because the height differential was less than a half inch, ran along a straight line, and was not obscured and the incident occurred during daylight, i.e., there were no circumstances that may have aggravated the risk of injury.

There are three sets of photographs submitted by the City: (1) two photos the dispatched police officer took shortly after the incident around 7:00 p.m. on June 10, 2023 (Doherty Decl., Exhibits A–B) and the one photograph used as Exhibit A to Zimmer Declaration [and Exhibit 1 to Plaintiff's Deposition]) where Plaintiff identified the precise area where she tripped (originally taken by police); (2) two photographs taken some point after the City placed a temporary concrete patch near the area, which

are the two other photographs Plaintiff used in her deposition to identify where she tripped (Exhibits B–C to Zimmer Declaration [and Exhibits 2, 5 to Plaintiff’s Deposition]), and (3) eleven photos taken by Counsel Zimmer on January 23, 2026 to measure the height differential with temporary concrete patch removed by the City prior to measurement that allowed the sidewalk to return to the condition of the height differential existing at the time of the Incident at the subject location. (Exhibits D–G to Zimmer Declaration.) Thus, the temporary concrete patch depicted in some of the photographs was not present at the time of Plaintiff’s Incident and shall not be considered as an aggravating factor.

Here, the size of the Subject Condition is less than half an inch height differential from where the edge of a utility cover meets the surrounding concrete sidewalk. (UMF, Nos. 3–4; Zimmer Decl. Exhibit F.) There is no evidence of dirt, debris, or other material obscuring Plaintiff’s view and the Incident happened during the daylight. (UMF, No. 7.) There is no evidence of adverse weather conditions at the time of the Incident, but Plaintiff testified that it was about 6:30 p.m. on a regular sunny summer day when it was still daylight and the police photos taken shortly after the incident also show a dry, sunny day without obstruction of the Subject Condition. (Plaintiff’s Deposition, 44:20–45:17 attached as Exhibit A to Urhausen Decl.; Doherty Decl., Exhibits A–B.) Additionally, there is no evidence of Plaintiff’s knowledge of the area. The City contends that the defect has not caused any other accidents. (UMF, No. 9.) While there is an uneven piece of cement a few inches away from where Plaintiff identified where she fell, this uneven area of sidewalk is not what caused Plaintiff to fall. (Doherty Decl., Exhibits A–B.) Plaintiff stated that it was the depth of the utility cover compared to the depth of the sidewalk that she believes caused her to trip. (Plaintiff’s Deposition, 154:3–16.) Thus, Plaintiff’s identification of where she tripped is analogous to “mere nonalignment of two horizontal slabs” rather than a jagged and deep hole. (See *Fielder v. City of Glendale* (1977) 71 Cal.App.3d 719, 734 [reasoning that a court should view the intrinsic nature and quality of the defect].)

“The defect of a slightly depressed sidewalk only has been held to be not dangerous, as a matter of law, in those cases where no aggravating circumstances or facts were present.” (*Fielder, supra*, 71 Cal.App.3d at 726.) Based on the photographs of the Subject Condition at the time of the incident, the measurement of the defect being approximately half an inch at most, the location between the utility cover and sidewalk where Plaintiff identified that she tripped, the fact that it was daylight at 6:30 p.m. during summer with nothing obscuring her view, and no other trips or accidents have occurred from the same condition, the Court finds that there was no substantial risk of injury and the Subject Condition was trivial as a matter of law at the time of the Incident absent evidence of other aggravating factors surrounding the Incident which might have rendered the defect more dangerous than its mere abstract depth would indicate. (*Id.* at 725–726, 734 [“Thus, the cases of *Whiting*, *Barrett*, and *Ness* directly support the appellant’s contention that where a sidewalk slab is raised in elevation by only about 3/4 of an inch, such a ‘defect’ is not dangerous as a matter of law. This is because it is impossible for a city to maintain its sidewalks in perfect condition. Minor defects nearly always have to exist. The city is not an insurer of the public ways against all defects. If a defect will generally cause no harm when one uses the sidewalk with ordinary care, then the city is not to be held liable if, in fact, injury does arise from the defect.”])

Plaintiff has failed to carry her burden to plead and prove this aspect of duty by failing to oppose the motion or present any evidence so that reasonable minds may differ as to whether the

defect presents a substantial risk of injury, preventing the Court’s finding. (*Huckey, supra*, 37 Cal.App.5th at 1105.) Therefore, summary judgment is **GRANTED** in the City’s favor.

III. CONCLUSION

The City’s motion for summary judgment is **GRANTED**.

The City’s 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. 24CV07836, Martinez Gomez v. City of Santa Rosa

Plaintiff’s counsel Ryan Loosvelt requests to be relieved as counsel for Plaintiff Erika Martinez Gomez due to a breakdown in the attorney-client relationship. On May 11, 2026, counsel Loosvelt filed a proof of service showing service of the motion only on Plaintiff, not on any Defendants who have appeared in the case as required by Rule 3.1362(d) of the California Rules of Court. The motion is **CONTINUED to Friday June 26, 2026, at 3:00 p.m.** in Department 17 to allow counsel to file a proof of service of the motion with the June 26th hearing date on Plaintiff and all other parties who have appeared in the case. This proof of service shall be filed with the Court no later than Friday, May 29, 2026, to allow for timely oppositions, if any.

4. 24CV01857, Jara v. Regus Management Group, LLC

Defendant Regus Management Group, LLC (“Regus”) moves for \$104,027.29 in attorneys’ fees and costs pursuant to C.C.P. section 128.7(c)(1) for successfully opposing Plaintiff’s June 2025 motion for sanctions. Regus’ motion is **GRANTED with reductions**. The Court awards \$16,473.00 in attorneys’ fees and \$818.51 in costs, totaling \$17,291.51 for Regus’ successful Opposition to Plaintiff’s June 2025 sanctions motion. Regus’ requests for judicial notice are **GRANTED in part** and **DENIED in part**.

I. FACTUAL & PROCEDURAL HISTORY

On June 12, 2025, Plaintiff Sara Jara (“Plaintiff”) filed a motion for sanctions pursuant to 128.7 in response to Regus’ prior motion for judgment on the pleadings arguing that this motion was filed solely to harass Plaintiff and without merit (Plaintiff’s “June sanctions motion”). (See Notice of Motion for Sanctions, filed June 12, 2025.) The Court denied Plaintiff’s sanctions motion and held that it would award Regus with attorneys’ fees as the prevailing party on Plaintiff’s motion, which was to be filed in a separate motion. (See Order After Hearing, filed September 18, 2025.) The Court now considers Regus’ motion for attorney’s fees pursuant to C.C.P. section 128.7(c)(1).

II. REQUEST FOR JUDICIAL NOTICE

The court may take judicial notice of facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably

indisputable accuracy. (Evid. Code § 452(h).) The court must take judicial notice of any matter requested by a party, so long as it complies with the requirements under Evidence Code section 452. (Evid. Code § 453.) The court may take judicial notice of records of any court record of California, the U.S., or any other state. (Evid. Code § 452(d).) Courts may “take judicial notice of the *existence* of judicial opinions and court documents, along with the truth of the results reached—in the documents such as orders, statements of decision, and judgments—but cannot take judicial notice of the truth of hearsay statements in decisions or court files, including pleadings, affidavits, testimony, or statements of fact.” (*People v. Harbolt* (1997) 61 Cal.App.4th 123, 126–127 [citations omitted]; Evid. Code §§ 452, 453.)

In support of its motion for sanctions, Regus requests judicial notice of 11 documents, including excerpts of declarations, other courts’ orders, and various documentation to support the reasonableness of the fees requested. The request for judicial notice of this Court’s September 18, 2025, Order After Hearing (Exhibit A) in the instant case is **GRANTED** pursuant to Evidence Code section 452(d). However, all other requests are **DENIED** for lack of relevancy to the instant motion. (*Gbur v. Cohen* (1979) 93 Cal.App.3d 296, 301 [“But judicial notice, since it is a substitute for proof [citation], is always confined to those matters which are relevant to the issue at hand”].) Counsel does not sufficiently explain how these Exhibits are relevant to its motion such as counsel declarations from other cases that were before this Court for justification of fees those attorneys sought, a copy of Table FN, a Judiciary Salary Plan Pay Rate table for the Fresno-Madera-Hanford locality, or relevant excerpts of the U.S. Office of Personnel Management’s locality pay definitions downloaded. “[T]he trial court is in the best position to value the services rendered by the attorneys in his or her courtroom.” (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 702, citing *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.) Furthermore, judicial notice is not a substitute for the presentation of admissible evidence as Plaintiff contests the reasonableness of Regus’ attorneys’ fees.

In support of its Reply to Plaintiff’s Opposition, Regus filed a supplemental request for judicial notice of four additional Exhibits, which are all relevant filings in the instant case: Regus’ Opposition to the motion for sanctions, the Court’s tentative ruling for Plaintiff’s motion for sanctions, Plaintiff’s Opposition to Regus’ motion for judgment on the pleadings, and Plaintiff’s MPA for her motion for judgment on the pleadings. The requested is **GRANTED** pursuant to Evidence Code section 452(d), but the Court does not take judicial notice of the truth of hearsay statements contained in such filings.

III. DISCUSSION

A. Governing Law

Pursuant to C.C.P. section 128.7, sanctions of an order directing payment to the movant for “some or all of the reasonable attorney’s fees” may be imposed for failing to ensure that “the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument”, the paper “is not being presented primarily for an improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation”, or the “allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.” Section 128.7(c)(1) gives the court

discretion to award to the prevailing party on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion.

B. Regus' Request for \$104,027.29 in Attorney's Fees and Costs Immensely Exceeds Reasonableness

In total, Regus claims that it spent 138.6 hours between counsel, paralegals, law clerks, and legal research specialists in opposing Plaintiff's sanctions motion and preparing the instant motion, totaling \$81,410.00 plus \$1,660.29 in costs prior to the Reply. Regus claims that it has incurred an additional \$18,807.00 in attorneys' fees for the Reply plus anticipated travel and preparation for the hearing, which makes the total attorneys' fees requested \$100,217.00. Regus claims an additional \$2,150.00 in traveling costs and court reporter fees with transcript preparation for the hearing, which make the total costs requested \$3,810.29. Thus, the total requested attorneys' fees and costs is \$104,027.29. Defendant opposes the motion, arguing that the alleged time and costs are beyond the realm of reasonableness and asks the Court to deny the award altogether as it appears unreasonably inflated or to significantly reduce any fee award. In Regus' Reply, counsel argues that all hours were reasonable.

a. Attorneys' Fees for the Instant Sanctions Motion

The Court first clarifies the sanctions awarded. In the Court's September 18th Order, it stated that the Court would award Regus attorneys' fees in a future motion. Therefore, by that Order and denying Plaintiff's motion for sanctions, the Court previously found Regus to be the prevailing party of Plaintiff's motion for sanctions, and the Court will not address any arguments regarding such finding. Additionally, the Court notes that Regus requests fees in bringing the instant motion. However, allowing Regus to recover attorney's fees for its successful Opposition to Plaintiff's June sanctions motion *in addition to* attorney's fees and costs in preparing the instant motion (which is intended to provide the Court with an evidentiary basis to award fees and costs for Regus' successful opposition to Plaintiff's June sanctions motion) is implausible and is not justified under the statute. (See *Optimal Markets, Inc. v. Salant* (2013) 221 Cal.App.4th 912, 921 ["The primary purpose of [Section 128.7] is deterrence of filing abuses, not to provide compensation for those impacted by those abuses."].) The Court shall only award attorneys' fees and costs incurred in opposing Plaintiff's June sanctions motion. The Court now considers the reasonableness of such fees and costs.

b. Attorneys' Fees and Costs for Successfully Opposing Plaintiff's June 2025 Sanctions Motion

Attorneys' Fees

Regus' counsel characterizes their request as a "small fee award". (Reply, p. 9, fn. 2.) The Court does not find \$100,217.00 in attorneys' fees for two Section 128.7 motions to be a "small" award by any stretch of the imagination. Regus claims \$81,410.00 in attorneys' fees for 138.6 hours of work for both the Opposition and the instant motion. Counsel Snider alone spent 76 hours on the motion herself and also lists 39 hours for a senior law clerk, Jack Edmond. Counsel Snider's hours can be broken down as such: 2.8 hours (analysis related to Plaintiff's briefing, pertinent statutes, case law, filings, and the Court's

tentative ruling); 4.4 hours (strategy related to opposing Plaintiff’s motion for sanctions and preparing the present motion; 33.7 hours (drafting, editing, and revising all pleadings to oppose Plaintiff’s motion for sanctions); 0.7 hours (preparation including exhibit compilation, cite-checking, and docket review and the present motion, including all briefing and building out *Laffey* matrices); 20.1 hours (research for the Opposition to the motion for sanctions and the motion for attorneys’ fees); 0.8 hours (communication with Regus, Plaintiff’s counsel, or other counsel related to opposing Plaintiff’s motion for sanctions and the present motion; 13.5 hours (travel and hearings to Sonoma County Court to oppose Plaintiff’s motion for sanctions and preparation for the hearing during travel, based on the tentative ruling). (Snider Decl., 7:3–9:14.) The majority of the hours billed were spent in two categories of tasks: 52.2 hours spent “drafting, editing, and revising all pleadings to oppose Plaintiff’s motion for sanctions and the present motion, including all briefing and building out *Laffey* matrices” billed across 4 people and 48.3 hours for “research for the opposition to the motion for sanctions and the motion for attorneys’ fees” billed across 5 people.

As discussed above, the Court is only awarding attorneys’ fees and costs for Regus’ successful Opposition to the June sanctions motion, not for bringing the instant motion, and Counsel has not sufficiently itemized the billing as it relates to the Opposition to the June sanctions motion and the instant motion. Counsel attempted to clarify the billing in her Supplemental Declaration, but it still is not entirely certain to the Court as this chart only breaks down the number of hours worked per individual on the Opposition as a whole and does not include a complete breakdown of the tasks to justify the total hours spent per individual. (Snider Supplemental Decl., ¶ 5.a.) Counsel claims 80 hours for 8 individuals billed in total for the Opposition to the June sanctions motion, totaling \$53,372.00, with Counsel Snider billing 58.1 hours herself. (Snider Supplemental Decl., ¶ 5.a.) Counsel itemized the “research and drafting” work as 6.3 hours for research and drafting the preliminary Opposition to the June sanctions motion, 1.2 hours drafting a notice of intent to file an opposition, and 40.8 hours drafting the final Opposition to the June sanctions motion, which were completed by various individuals at various rates. (Snider Supplemental Decl., ¶ 6.) This amount of work totals 48.3 hours in “researching and drafting” the Opposition to the sanctions motion, leaving 31.7 hours of work unaccounted for. If the Court refers to Counsel Snider’s original Declaration, it appears as though the 10.6 hours of analysis, and 13.5 hours of traveling and attending the hearing are related to the Opposition of the June sanctions motion, totaling 24.1 hours. (Snider Decl., 8:3–9:14.) However, that leaves 7.6 hours unaccounted for, which none of the remaining tasks total that number of hours and thus the rest of the hours spent must be a combination of a portion of the remaining tasks, leaving the Court to guess how much time was spent on the remaining tasks related to the Opposition only. Without further explanation, it is unclear what tasks the remaining 31.7 hours should be attributed to in order to total 80 hours in preparing the Opposition. This detail is relevant as the Court is attempting to fathom how Regus’ counsel spent 80 hours in total on an Opposition to the Section 128.7 motion.

For example, “Analysis related to case law” and “Preparation including ... cite-checking” are billed separately and “Analysis related to [Plaintiff’s] briefing ..., filings, and the Court’s tentative ruling” is billed separately from “Preparation including ... docket review.” (Snider Decl., 8:3–9, 9:21–25.) These tasks appear to be repetitive. Additionally, Counsel Snider billed 1.2 hours for drafting for filing a notice of intent to file an opposition to the June sanctions motion. (Snider Supplemental Decl., ¶ 5.b.) Counsel

filed this notice on June 25, 2025, and stated that Regus would timely oppose the motion for the September 5th hearing date, not the July 9th date Plaintiff's counsel served with the papers. A notice of intent is unnecessary and obsolete as the Court need only a timely opposition to the motion, not a notice of intent to oppose the motion, and such a statement could have been contained in less than one paragraph in Regus' Opposition. Counsel Snider also billed 13.5 hours for travel and attending the hearing in Sonoma County. (Snider Decl., 9:11–14.) Counsel Snider stated that she worked during her travel time to prepare for the hearing, including reviewing the Court's tentative ruling, which is why she billed for her travel time. However, Counsel Snider billed for 13.5 hours of time when she travelled from San Diego to Northern California (about a one-hour flight plus about another three hours for driving, if needed, and airport time) and the hearing itself lasted 27 minutes as evidenced by the transcript of the hearing provided in her Supplemental Declaration. (Snider Decl., ¶ 14; Snider Supplemental Decl., Exhibit Q.) There is no further information that justifies the remaining 9 hours or anything to justify Counsel charging for her travel back to San Diego or why she would need 9 hours to review the Court's 5-page tentative ruling. Relatedly, Counsel billed for review of the Court's tentative ruling in her travel time but also billed for "Analysis related to...the Court's tentative ruling" without further itemization among herself and the other attorneys. Such charges thus appear to be duplicative.

While the Court is fully aware of the seriousness of a Section 128.7 motion, nothing about the June sanctions motion was so novel or complex to justify hours 80 spent on such a filing. Therefore, the Court will reduce Counsel Snider's hours by 43.1 hours, totaling 15 hours of work. The Court finds that 15 hours of work was reasonably expended by Counsel Snider. Counsel Snider's 15 hours of work plus the 21.9 hours billed by the rest of her firm still totals 36.9 hours, which is significant but reasonable for Regus' Opposition to the June sanctions motion.

The Court finds the requested hourly rate for Counsel Snider to be unreasonable. Counsel spends abundant time in the motion and the request for judicial notice providing justification to the Court of the requested hourly rate and what the Court should consider in awarding Regus' counsel their full hourly rates. However, the Court need not rely on the *Laffey* Matrix or counsel's adjusted matrices as "the trial court is in the best position to value the services rendered by the attorneys in his or her courtroom." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 702, citing *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.) Even though Counsel Snider is a Partner with 18 years of practice, \$790.00 is unreasonable for the Sonoma County locality. A rate of \$600.00 per hour is reasonable for someone of Counsel Snider's experience. (*Altavion, Inc. v. Konica Minolta Systems Laboratory, Inc.* (2014) 226 Cal.App.4th 26, 71–72 ["The reasonable hourly rate is that prevailing in the community for similar work." (*PLCM Group, supra*, 22 Cal.4th at p. 1095, 95 Cal.Rptr.2d 198, 997 P.2d 511.) The relevant "community" is that where the court is located. (*Nichols v. City of Taft* (2007) 155 Cal.App.4th 1233, 1242–1243, 66 Cal.Rptr.3d 680...[citations])"].) Counsel Snider did not include in either of her declarations or her motion that local counsel was unavailable, which only then would the Court have discretion to base its fee award on Counsel's requested home hourly rate. (*Horsford v. Board of Trustees of California State University* (2005) 132 Cal.App.4th 359, 399; see also *Altavion, Inc., supra*, 226 Cal.App.4th at 72 ["Although *Horsford* demonstrates there are circumstances where it is appropriate to base a fee award on nonlocal hourly rates, the case also supports the proposition that an award based on local rates is the *default* rule, from which the trial court may deviate in its

discretion, where justified by the circumstances.”] The Court finds that the rest of the rates for attorneys, paralegals, and a senior research specialist are all reasonable with their relevant levels of experience in the Sonoma County locality.

Therefore, the Court **GRANTS** Regus’ request, finding that Regus is entitled to \$16,473.00 in attorneys’ fees which can be itemized as follows:

Staff	Position & Experience	Hours	Rate	Total
Snider	Partner (18 years of practice)	15	\$600.00	\$9,000.00
Steinhagen	Associate (6 years out of law school)	2.3	\$410.00	\$943.00
Montemurro	Associate (1-1.5 years out of law school)	7.2	\$345.00	\$2,484.00
Mascari	Associate (2-3 years out of law school)	7	\$370.00	\$2,590.00
May	Paralegal	2.6	\$260.00	\$676.00
Sulick	Paralegal	2	\$260.00	\$520.00
Cohen	Senior Legal Research Specialist	0.8	\$325.00	\$260.00
				<u>\$16,473.00</u>

Costs

Regus claims \$1,660.29 in costs related to the Opposition, including \$841.78 for travel and travel-related expenses to travel to the hearing from San Diego. The Court acknowledges the parties’ arguments on this issue with Plaintiff’s counsel stating that counsel could have appeared by Zoom to mitigate these costs but Counsel Snider maintaining that there is no requirement that she attend the hearing on Zoom. The Court finds the \$841.78 cost for travel from Southern California for a 27-minute hearing to be unreasonable when remote appearance at the hearing was permissible, which is separate from Counsel’s billed travel time as discussed above. Therefore, Regus is **GRANTED** \$818.51 in costs related to the Opposition to the June sanctions motion. Costs, including anticipated costs like the court reporter fee, for the instant motion are **DENIED**.

IV. CONCLUSION

In conclusion, the Court notes that unlike many other provisions for attorneys’ fees and costs, awarding attorneys’ fees and costs under Section 128.7 is *discretionary*, not mandatory and is focused on deterrence, not compensation. (C.C.P. § 128.7(c)(1) [“[T]he court *may* award to the party prevailing on the motion the reasonable expenses and attorney’s fees incurred in presenting or opposing the motion.”] [emphasis added]; *Optimal Markets, supra*, 221 Cal.App.4th at 921.) Based on the foregoing, the Court **GRANTS** \$16,473.00 in attorneys’ fees and \$818.51 in costs, totaling **\$17,291.51** pursuant to 128.7(c)(1) for Regus’ successful Opposition to Plaintiff’s June 2025 sanctions motion.

Regus’ 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).

5. 25CV05198, First National Bank of Omaha v. Rodriguez

Defendant/Judgment Debtor Henry Rodriguez's ("Defendant") motion to set aside default and default judgment pursuant to C.C.P. section 473(b) is **DENIED** without prejudice for failure to comply with the attached-pleading requirement of C.C.P section 473(b).

Discretionary relief under C.C.P. section 473(b) states that "[a]pplication for this relief shall be accompanied by a copy of the answer or other pleading proposed to be filed therein, otherwise the application shall not be granted." Since the purpose of the attached-pleading requirement is "to require the delinquent party to party seeking leave to contest on the merits, to show his good faith and readiness to at once file his answer in the event leave is granted by producing a copy of the proposed answer for the inspection of his adversary and the court", courts have held substantial compliance to be sufficient. (*Austin v. Los Angeles Unified School Dist.* (2016) 244 Cal.App.4th 918, 933 [citations omitted].) "Substantial compliance" under 473 includes filing the proposed answer any time before the hearing (*County of Stanislaus v. Johnson* (1996) 43 Cal.App.4th 832, 838), filing the answer after the six month period has elapsed but before the court hearing on the 473 motion (*Job v. Farrington* (1989) 209 Cal.App.3d 338, 341), proffering the proposed answer at the hearing on the motion for mandatory relief from default (*Carmel, Ltd. v. Tavoussi* (2009) 175 Cal.App.4th 393, 401–402), or proffering the substance of factual contentions and legal arguments that would have been contained in the attached-pleading within the motion for relief from judgment (*Austin, supra*, 244 Cal.App.4th at 933). Here, Defendant has not substantially complied with the attached-pleading requirement because he failed to provide the Court with a copy of his proposed Answer (even after the Court gave him extra time to do so) or to proffer the substance of factual contentions and legal arguments that would have been contained in his Answer within the motion to set aside.