TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, May 8, 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.***

ORAL ARGUMENT MATTERS CONTINUED FROM WED 5/6

1. 23CV00822, Steele v. Gentry

Pursuant to Code of Civil Procedure ("C.C.P.") section 1048(a), Plaintiffs Moni Syeda and Juneko Steele ("Plaintiffs") move for an order consolidating the below matters for all purposes:

1. *Steele v. Gentry* (Case No. 23CV00822) pending in Department 17 before Hon. Jane Gaskell.

2. *Jensen v. Steele* (Case No. 25CV05046) pending in Department 18 before Hon. Dana B. Simonds. ("D18 *Jensen* action")

3. *Jensen v. Syeda* (Case No. 25CV00987) pending in Department 19 before the Hon. Oscar A. Pardo. ("D19 *Jensen* action")

The motion is **GRANTED**, consolidating all three matters under the lead case *Steele v. Gentry* (Case No. 23CV00822) which was chronologically filed first. Gentry's requests for judicial notice and objections to evidence are addressed below.

PROCEDURAL HISTORY

Plaintiffs filed this action in 2023 alleging intentional infliction of emotional distress ("IIED"), assault, and trespass against Defendant Pat Gentry ("Gentry") and seeking injunctive relief. (Complaint, ¶¶ 49-76.) Plaintiffs allege they are all neighbors living on Gaye Road in Sebastopol, California. (*Id*. at ¶¶ 1-4.) Gentry rents property that is part of the Jensen Trust Parcel. (*Id*. at ¶ 3.) Plaintiff Syeda obtained a restraining order against Gentry because the Court determined based on clear and convincing evidence that over a period of months Gentry engaged in a pattern of conduct to seriously alarm, annoy, and harass Syeda. (*Id*. at ¶¶ 8-14, 32-37.) Plaintiff Steele also alleges that Gentry verbally harassed her and destroyed or trespassed on her property on multiple dates; particularly, Plaintiff Steele alleges that Gentry was aggressive towards her and warned her not to speak with the owners of the Jensen Trust Parcel in the future, from whom she had obtained permission separately to have work done on the Gaye Road easement shared by the parties. (Complaint, ¶¶ 15-31.)

In the D18 *Jensen* Action, Philip H. Jensen ("Jensen"), individually and as trustee of The Philip H. Jensen Revocable Trust of October 18, 2004, seeks quiet title and declaratory relief against Plaintiff Steele. (D18 *Jensen* Complaint, ¶¶ 1-3.) At issue in that action is the same Jensen Trust Parcel that is at issue in this action as well as the Gaye Road easement that benefits Jensen, Plaintiffs, and Gentry. (*Id*. at ¶ 8.)

In the D19 *Jensen* Action, Jensen sued Plaintiff Syeda's family who are trustees of the Syeda-Arifudden Trust dated November 8, 2016, that owns the real property neighboring the Jensen Trust Parcel on which Plaintiff Syeda resides. (D19 *Jensen* Complaint, ¶¶ 1-3.)

Plaintiffs now seek to consolidate all three matters for all purposes including trial because they largely involve the same parties, the same parcels of land, and pose the same common issues of law and fact. (Motion, 3:14-18.) Gentry opposed the motion on procedural grounds arguing Plaintiffs failed to comply with California Rules of Court ("C.R.C."), Rule 3.350(a)(1)(C) for the notice of motion to consolidate and failed to serve all necessary parties. The Court heard the parties' oral argument on this issue on April 1, 2026, and issued an Order After Hearing ruling that Plaintiffs have satisfied procedural and service requirements and that the Court would rule on the merits of this motion on May 6, 2026. The Court now considers the merits of the motion.

REQUEST FOR JUDICIAL NOTICE

Judicial notice of State and Federal laws, regulations, legislative enactments, official acts and court records is statutorily appropriate. (Evid. Code §§ 451, 452.) The court must take judicial notice of any matter requested by a party, so long as it complies with the requirements under C.C.P. § 452. (C.C.P. § 453.) 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." (C.C.P. § 452(h).) However, while courts may take notice of public records, they may not take notice of the truth of their contents. (*Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375.)

Subject to the above restrictions, Gentry's requests for judicial notice of the following items are **GRANTED**:

1. Respondent Pat Gentry's Memorandum of Points and Authorities in Support of Motion for Attorney's Fees, filed in Sonoma County Superior Court Case No. SCV-272938;

2. Declaration of Elizabeth Brekhus in Support of Respondent Pat Gentry's Motion for Attorney's fees, filed in Sonoma County Superior Court Case No. SCV- 272938; and

3. Order Terminating Restraining Order filed September 4, 2025, Sonoma County Superior Court Case No. SCV-272938.

The Court **DENIES** all other requests for judicial notice.

OBJECTIONS TO EVIDENCE

The Court rules as follows on Gentry's objections to the Declaration of Jack Weaver submitted as evidence in support of the motion:

1. Objection 1 to Paragraph 2 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

2. Objection 2 to Paragraph 3 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, and inappropriate legal conclusion is **OVERRULED**.

3. Objection 3 to Paragraph 6 as lacking personal knowledge and foundation, speculative, conclusory, and irrelevant is **OVERRULED**.

4. Objection 4 to Paragraph 7 as lacking personal knowledge, authentication, and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

5. Objection 5 to Paragraph 8 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

6. Objection 6 to Paragraph 9 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.
7. Objection 7 to Paragraph 10 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

8. Objection 8 to Paragraph 11 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

9. Objection 9 to Paragraph 12 as lacking personal knowledge and foundation, speculative, conclusory, and irrelevant is **OVERRULED**.

10. Objection 10 to Paragraph 13 as lacking personal knowledge and foundation, speculative, conclusory, and irrelevant is **OVERRULED**.

11. Objection 11 to Paragraph 14 as lacking personal knowledge and foundation, speculative, conclusory, and irrelevant is **OVERRULED**.

12. Objection 12 to Paragraph 15 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

13. Objection 13 to Paragraph 16 as lacking personal knowledge, authentication, and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

14. Objection 14 to Paragraph 17 as lacking personal knowledge, authentication, and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

15. Objection 15 to Paragraph 18 as lacking personal knowledge and foundation, speculative, conclusory, and irrelevant is **OVERRULED**.

16. Objection 16 to Paragraph 19 as lacking personal knowledge and foundation, speculative, conclusory, and irrelevant is **OVERRULED**.

Gentry also objects to the Declaration of Herbert Terreri, which the Court rules on as follows:

1. Objections 1, 2, and 3 to Paragraph 2 as lacking personal knowledge, authentication, and foundation, speculative, conclusory, improper opinion evidence, hearsay, and irrelevant **OVERRULED**.

2. Objection 4 and 5 to Paragraph 3 as lacking personal knowledge, authentication, and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

3. Objection 6 to Paragraph 4 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

4. Objection 7 to Paragraph 5 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

5. Objection 8 to Paragraph 6 as lacking personal knowledge, authentication, and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

6. Objection 9 to Paragraph 7 as lacking personal knowledge, authentication, and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

7. Objection 10 to Paragraph 8 as lacking personal knowledge, authentication, and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

8. Objection 11 to Paragraph 9 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

9. Objection 12 to Paragraph 10 as lacking personal knowledge and foundation, speculative, conclusory, improper opinion evidence, hearsay, prejudicial, inappropriate legal conclusion, and irrelevant is **OVERRULED**.

10. Objection 13 to Paragraph 11 as irrelevant is **OVERRULED**.

MOTION TO CONSOLIDATE

Legal Standard

Code of Civil Procedure section 1048(a) provides that "when actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay." An order of complete consolidation results in separate actions becoming a single action, the pleadings in the various actions being considered as an overall set of pleadings, and a single verdict and judgment issuing for all parties on all issues. (*Kropp v. Sterling Sav. & Loan Ass'n* (1970) 9 Cal.App.3d 1033, 1046-47.) The Court ordinarily considers the following factors in deciding whether to order consolidation: the timeliness of the motion (*i.e.* whether granting consolidation would delay trial or whether discovery in one or more cases has proceeded without all parties present); complexity (*i.e.* whether joining the actions involved would make trial too confusing or complex); and prejudice (*i.e.* whether consolidation would adversely affect the rights of any party). (*See* Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (Rutter Group 2020) ¶ 12:362.)

Motion to Consolidate

Plaintiffs move to consolidate the three actions to prevent risk of inconsistent verdicts and rulings regarding the same properties and easements at issue in this action and to promote judicial economy. (Motion, 6:2-16.) Plaintiffs also argue that there are common legal and factual issues across all actions because they largely involve the same parties, involve the same Gaye Road easement and questions regarding the rights, real property interests, and responsibilities of parties using that easement, and all will inevitably require the same witnesses and evidence at trial. (Motion, pp. 6-7.) Plaintiffs argue that undue prejudice will not result to the parties in the actions as discovery is still ongoing in this action and the other two actions do not yet have any trial date set and the pleadings are still being settled. (*Id*. at 7:13-

24.) Finally, Plaintiffs argue that consolidation is within the Court's discretion and that identical parties are not required as long as there are common questions of law or fact pending before the Court in the actions to be consolidated. (*Id*. at 7:25-28, 8:1-7.)

Gentry's Opposition

Apart from the procedural arguments that the Court has already addressed, Gentry argues that there are not common issues in each case such that they ought to be consolidated, which lies within the Court's discretion. (Opposition, pp. 3-5.) Gentry claims consolidation would cause undue prejudice because the cases are at different procedural steps in litigation and because Plaintiffs in this action have not been forthcoming with discovery and refused to comply with their obligations. (*Id*. at pp. 6-7.)

Gentry requests sanctions under C.C.P. section 128.5 for actions or tactics taken by Plaintiffs in bad faith that are frivolous or solely intended to cause unnecessary delay. (Opposition, 8:12-23.)

Reply

The Reply generally reaffirms the arguments made in the motion and argues that sanctions are not appropriate here as the request is without merit and the motion to consolidate is not frivolous. (*Id.* at pp. 3-8.)

Application

The Court finds that it would promote judicial economy and not unduly prejudice the parties to consolidate all three matters that involve largely the same parties and common questions of law or fact regarding the parties' property interests and rights regarding the Gaye Road easement into one action. There will inevitably be the same evidence and the same witnesses involved in all three actions and inconsistent rulings across the three actions would negatively impact the parties' rights. Furthermore, the Court does not find that consolidation will result in unnecessary delay for trial in this action as discovery is ongoing and trial has not been set in the other actions. In the Court's discretion, the Court will grant the motion consolidating all three actions under this matter as the lead case.

CONCLUSION

Based on the foregoing, the Court **GRANTS** the motion consolidating the three actions with the present action as the lead case and all future motion hearings in both actions shall be set on the calendar for Department 17. The Court will sign the proposed order lodged with the motion if there is no request for oral argument.

2. 25CV06505, Tse v. Hyundai Motor America, Inc.

Defendant Hyundai Motor America ("Hyundai") petitions to submit Plaintiff Alice W. Tse's claims to arbitration before ADR Services and to stay this matter pending the outcome of arbitration, pursuant to the arbitration provisions stated in the parties' Express Warranty Agreement ("Warranty"), the Federal Arbitration Act ("FAA"), and California Code of Civil Procedure ("C.C.P.") section 1281 et seq.

The motion is **GRANTED**. The parties' requests for judicial notice and objections to evidence are addressed below.

PROCEDURAL HISTORY

Plaintiff commenced this Song-Beverly action regarding a 2024 Hyundai Ioniq 5 leased from San Leandro Hyundai, which was covered by the Warranty from Hyundai. (Complaint, ¶¶ 9-10.) The Warranty included a binding arbitration provision that was voluntary per election on an individual basis. (Motion, 3:2-7; Ameripour Decl., Exhibit 3.) Plaintiff also enrolled in and agreed to Hyundai's Bluelink Connected Services Agreement ("Bluelink Agreement"), which also contained a binding arbitration provision. (Motion, 3:8-12; Rao Decl., ¶¶ 4-5, Exhibit 2.)

Per these arbitration provisions, Hyundai requested that Plaintiff stipulate to arbitration, but Plaintiff did not agree to the request. (Motion, 3:13-16; Ameripour Decl., ¶ 3.) Now, Hyundai petitions to compel arbitration and for stay of proceedings pursuant to Warranty, the Bluelink Agreement, the FAA, and C.C.P. section 1281 et seq. (Motion, 3:17-28, 4:1-2.) Plaintiff filed an Opposition and objections to Hyundai's evidence, to which Hyundai filed a Reply.

REQUEST FOR JUDICIAL NOTICE

Per Evidence Code section 452(d), the Court **GRANTS** Hyundai's request for judicial notice of Plaintiff's Complaint in this action.

EVIDENTIARY OBJECTIONS

The Court rules as follows to Plaintiff's objections:

1. Objections 1 and 2 to the Declaration of Ali Ameripour to Paragraph 3 and Exhibit 3 as lacking personal knowledge and personal knowledge and hearsay are **OVERRULED**.

2. Objections 3, 4, 5, and 6 to the Declaration of Vijay Rao to Paragraph 6 and Exhibits 1 and 2 as lacking personal knowledge and foundation and hearsay are **OVERRULED**.

ANALYSIS

The FAA

The FAA applies to any "contract evidencing a transaction involving commerce" which contains an arbitration clause. (9 U.S.C. § 2.) The FAA favors the enforcement of arbitration agreements affecting interstate commerce. (*Cronus Investments, Inc. v. Concierge Services* (2005) 35 Cal.4th 376, 380.) When it applies, the FAA preempts state laws that purport to create alternative grounds for confirming or vacating arbitration awards. (*C.T. Shipping, Ltd. v. DMI (USA) Ltd.* (S.D.N.Y. 1991) 774 F.Supp. 146, 148-149.)

The Bluelink Agreement specifically states that the FAA governs the interpretation and enforcement of the binding arbitration provision. (Rao Decl., Exhibit 2, p. 34.) The same is true for the

binding provision in the Warranty. (Ameripour Decl., Exhibit 3, pp. 14-19.) Thus, both provisions are covered by the FAA.

Arbitration in California

Generally, California has a strong public policy in favor of arbitration; any doubts regarding the arbitrability of a dispute are resolved in favor of arbitration. (*Howard v. Goldbloom* (2018) 30 Cal.App.5th 659, 663.) C.C.P. section 1280 et seq. governs arbitration in California. Sections 1281.2 and 1281.4 allow a party to move to compel arbitration per an arbitration agreement, and to stay legal proceedings pending the arbitration's conclusion.

Both the Warranty and Bluelink Agreement also expressly reference being subject to California law. (Rao Decl., Exhibit 2, p. 33; Ameripour Decl., Exhibit 3, p. 19.) So, both provisions are subject to California arbitration law.

Assent to Arbitration

Generally, "one who signs an instrument which on its face is a contract is deemed to assent to all its terms…a party cannot avoid the terms of a contract on the ground that he or she failed to read it before signing." (*Marin Storage & Trucking, Inc. v. Benco Contracting & Eng'g, Inc.* (2001) 89 Cal.App.4th 1042, 1049.)

Hyundai argues that the Warranty, which Plaintiff's vehicle was subject to, is made subject to the terms of the binding arbitration provision with clear language that allows opting out within 30 days of purchase. (Motion, pp. 4-6.) Likewise, the Bluelink Agreement had similar opt-out language and was agreed to by Plaintiff's enrolling in the services as well as selecting the "Complete" button acknowledging that Plaintiff "read and agreed to the Bluelink Terms & Conditions." (*Id*. at pp. 6-7.)

Enforceability

Hyundai argues that it is the direct provider of the Warranty to Plaintiff. Based on this, Plaintiff named Hyundai as a Defendant as to Plaintiff's Song-Beverly claims, so Hyundai may petition to compel arbitration under the Warranty under *Felisilda v. FCA US LLC* (2020) 53 Cal.App.5th 486 ("*Felisilda*"). *Felisilda* upheld a trial court order granting a signatory dealer defendant's motion to compel arbitration also requiring the plaintiffs to arbitrate their claims against the non-signatory manufacturer defendant. (*Felisilda*, supra, at pp. 495-496.) Hyundai claims that Plaintiff cannot argue the lack of a signature precludes the enforcement of the arbitration provision under the Warranty when Plaintiff is seeking to enforce the same Warranty to support the Song-Beverly claims. (Motion, pp. 11-13.) As to the Bluelink Agreement, Plaintiff affirmatively clicked the acknowledgment that he agreed to the Bluelink Terms & Conditions, and "clickwrap" or "clickthrough" agreements have been routinely recognized by circuit courts. (*Id*. at pp. 13-14.) Plaintiff knows or has reason to know that Hyundai may infer from his conduct that he assented to the terms. (*Ibid*.) As Plaintiff's claims fall squarely within both arbitration provisions, Hyundai petitions the Court to enforce arbitration against Plaintiff and stay the action pending arbitration. (*Id*. at pp. 15-17.)

Plaintiff argues that Hyundai failed to meet the burden of proving the authenticity of the Warranty and argues that it is otherwise procedurally and substantively unconscionable because it is a contract of adhesion and too inconspicuous and because it is too broad and lacks mutuality. (Opposition, pp. 1-6.) Plaintiff also argues that the Bluelink Agreement does not encompass the Song-Beverly claims and that the Ninth Circuit recently rejected Hyundai's attempt to compel arbitration under this same agreement because the purpose of the Bluelink Agreement was to set forth consumer's rights and obligations related to the provision of Connected Services, not as to the entire automobile. (*Id*. at pp. 6-7.)

In the Reply, Hyundai argues that it has properly established the existence of enforceable agreements to arbitrate and has shown mutual assent to the terms of both agreements. (Reply, pp. 1-6.) Hyundai also argues that the Warranty is neither procedurally nor substantively unconscionable under *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83 ("*Armendariz*"). (*Id*. at 6:11-17.) First, Hyundai reaffirms the argument that Plaintiff cannot avoid the obligations of the same Warranty that it relies on to support Plaintiff's Song-Beverly claims and that there was an express opt-out provision in the Warranty. (*Id*. at pp. 6-8.) Second, Hyundai argues that California's public policy favors arbitration and the Warranty's arbitration provision applies equally to both sides. (*Id*. at pp. 8-9.)

Application

The Court finds that the Warranty here was directly provided by Hyundai and that Plaintiff cannot both deny the enforceability of the Warranty and its arbitration provision, while also relying on the Warranty as the basis of its Song-Beverly claims against Hyundai. Though the Court does not find that the Bluelink Agreement can squarely apply to Plaintiff's Song-Beverly claims, the Court finds that the arbitration provision in the Warranty is enforceable against Plaintiff. As California courts are encouraged to favor arbitration and as the written arbitration provision in the Warranty provided by Hyundai to Plaintiff is the basis of the Song-Beverly claims brought by Plaintiff, the Court will grant the petition and stay proceedings pending arbitration as to Hyundai.

CONCLUSION

Based on the foregoing, the Court **GRANTS** the petition to compel arbitration of the Plaintiff's claims and to stay proceedings pending the arbitration as the Hyundai. Hyundai shall submit a proposed order on this motion consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

3. 25CV08494, Anderson v. Butler

Defendant/Cross-Complainant Kimberly Butler ("Butler") moves for an order staying or dismissing the action based on exclusive current jurisdiction of San Francisco Superior Court, Family Court, in an ongoing marital dissolution proceeding pending between the parties in Case No. FDI-24-799075 ("Dissolution Action"). The motion is **GRANTED** staying the action until the Family Court proceedings are completed.

PROCEDURAL HISTORY

Butler argues that the Dissolution Action squarely presents the parties' dispute regarding their interests in the real property with issues of "valuation, characterization, tracing, and reimbursement relating to the parties' contributions to acquisition and subsequent taxes and development expenses." (*Id*. at 2:7-15.) These statements were expressed in Butler's Mandatory Settlement Conference filed June 13, 2025, in the Dissolution Action. (*Ibid*.)

Anderson filed this action on December 1, 2025, which caused the parties to stipulate to vacate the trial date in February of 2026 in the Dissolution Action. (Motion, 2:16-20.) The joint request stipulated that the upcoming family law trial included the same issues as to interest in real property as this action. (*Id*. at 2:20-23.)

Butler now moves to stay this action, or dismissing it, based on exclusive concurrent jurisdiction of the San Francisco Court. Anderson opposes the motion, to which Butler replied.

MOTION TO STAY PROCEEDINGS

Legal Standard

Under the rule of exclusive concurrent jurisdiction, "when two superior courts have concurrent jurisdiction over the subject matter and all parties involved in litigation, the first to assume jurisdiction has exclusive and continuing jurisdiction over the subject matter and all parties involved until such time as all necessarily related matters have been resolved." (*California Union Ins. Co. v. Trinity River Land Co.* (1980) 105 Cal.App.3d 104, 109.) Exclusive concurrent jurisdiction does not require absolute identity of parties, causes of action, or remedies sought in the initial and subsequent actions. (*Plant Insulation Co. v. Fibreboard Corporation* (1990) 224 Cal.App.3d 781, 788.) Furthermore, "if the court exercising original jurisdiction has the power to bring before it all the necessary parties, the fact that the parties in the second action are not identical does not preclude application of the rule." (*Ibid*.) The remedies sought in the separate actions also do not need to be precisely the same as long as the court exercising original jurisdiction has the power to litigate all the issues and grant all the relief to which any of the parties might be entitled under the pleadings. (*Ibid.*) The test for application of the rule of exclusive concurrent jurisdiction is whether the first and second actions arise from the "same transaction." (*Id.* at 789.)

Analysis

Butler argues that Anderson's Complaint in this action arises from the same nexus of facts and seeks the same relief that are already before the San Francisco Family Court before which the Dissolution Action is Pending. (Motion, 3:5-21.) Butler's Cross-Complaint is expressly pleaded in the alternative to preserve her rights should the Court not stay this action (*Id*. at 3:22-28, 4:1-10), arguing that the Dissolution Action was filed first and that Family Court has original jurisdiction to litigate all the issues and grant all the relief entitled. (*Id*. at 5:2-27, 6:1-2.) Also arguing that courts routinely apply exclusive concurrent jurisdiction regarding ongoing marital dissolution proceedings, Butler adds that the Court should stay all proceedings until the final resolution of the Dissolution Action, or otherwise dismiss this action.

Anderson argues that exclusive concurrent jurisdiction does not apply here because the Family Court cannot adjudicate all issues or grant all relief sought here because the Family Court lacks the authority to adjudicate Anderson's premarital Marvin claims as family-law claims and cannot provide the civil jury trial and full contract remedies that are sought in this action. (Opposition, pp. 4-9.) Anderson also argues that the premarital civil claims should be resolved before the family-law trial proceeds. (*Id*. at 10:3-14.)

In the Reply, Butler argues that the Marvin claims do not remove the Family Court's jurisdiction over the real property dispute and the authority cited by Anderson does not hold that a civil department has to first decide the Marvin claims outside of a family court. (Reply, 3:2:28, 4:1-2.) Ultimately, Butler argues that the civil remedies claimed in this action do not justify parallel litigation of the same property dispute between two different courts in two separate actions. (Reply, 5:6-22.)

Application

Applying the "same transaction" test laid out in *Plant Insulation Co.*, the Court finds that a stay of proceedings is appropriate here because the Dissolution Action and this action arise from the same transaction involving the same facts and parties regarding the real property issues and interests of the parties. Although the Marvin claims are unique to this action, Anderson has not supported the argument that these claims need to be adjudicated first with sufficient authority.

CONCLUSION

The motion is **GRANTED** staying the action until the Family Court proceedings are completed. Butler shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with California Rules of Court, Rules 3.1312(a) and (b).

LAW AND MOTION MATTERS SET FOR FRI 5/9 WITH ANY REQUESTS FOR ORAL ARGUMENT TO BE HEARD ON TUE 5/12 AT 3PM

4. SCV-264723, Addington v. Ridgeway Distribution, LLC

Self-represented Plaintiff/Cross-Defendant David Addington's ("Addington") unopposed motion to vacate as void the Judgment entered on December 8, 2023, is **DENIED**.

Relief is available under Code of Civil Procedure section 473(d) to "correct clerical mistakes in its judgment or orders as entered, so as to conform to the judgment or order directed." When correcting clerical mistakes, "the function of a nunc pro tunc order is merely to correct the record of the judgment and not to alter the judgment actually rendered—not to make an order now for then, but to enter now for then an order previously made. (*In re Marriage of Padgett* (2009) 172 Cal.App.4th 830, 852.) In other

words, "the court can only make the record show that something was actually done at a previous time; a nunc pro tunc order cannot declare that something was done which was not done." (*Johnson & Johnson v. Sup. Ct.* (1985) 38 Cal.3d 243, 256.)

Since the time the Judgment was entered, Addington has filed numerous motions requesting the Court to set aside, vacate, correct, or void the Judgment. The Court issued an Order to Show Cause re: Vexatious Litigant due to these numerous filings. After that Order to Show Cause hearing, Addington was declared a vexatious litigant under C.C.P. sections 391 and 391.7. (See Ruling on Matter Taken Under Submission re: Order to Show Cause re: Vexatious Litigant dated April 10, 2026.) Though Defendants/Cross-Complainants Humboldt Growers Network, Inc. and Tobias Dodge ("Humboldt") had requested the Court to drop all pending motions requesting the same or similar relief, the Court determined that it maintained authority to rule on the pending motions. (*Id*. at 5:16-25.)

The Court now considers this instant motion, which argues that the Court's Order After Hearing dated February 5, 2026, denying one of Addington's previous motions to vacate the Judgment as to personal liability, confirmed that the Court's Judgment determining personal liability as to Addington was not expressly adjudicated but supplied by implication and the Judgment is therefore void. (Motion, pp. 2-5.) As support, Addington attached to the motion his Additional Objections to the Statement of Decision filed October 27, 2023, which the Court already considered prior to issuing the final Judgment and Amended Final Statement of Decision.

The Judgment entered December 8, 2023, expressly states that, "Ridgeway Parties shall be awarded damages in the sum of $58,006.50 on their Cross-complaint against David Addington and Piner Partners, GP who are both jointly and severally liable for said damages." (Judgment dated December 8, 2023, 4:6-8.) It also states, "Humboldt Growers Network and the Dodges shall be awarded damages in the amount of $2,580,000.00 against David Addington and Piner Partners, GP, who are both jointly and severally liable for said damages." (*Id*. at 4:9-11.) The Court does not find that Addington's Motion states any grounds to support of the relief requested under C.C.P. §473(d) because no clerical error was identified in the Judgment that ought to be correct. Addington simply does not agree with the outcome.

Addington cannot avoid the express language of the Judgment holding him and his company jointly and severally liable for the damages ordered after jury trial. Therefore, the Court **DENIES** this motion in its entirety as another attempt by Addington to avoid the Judgment entered against him. Humboldt shall submit a written order on this motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312.

5. 25CV01038, American Express National Bank v. Cairns

Plaintiff American Express National Bank ("American Express") moves for summary judgment or adjudication against Defendant Cheyenne Cairns ("Cairns") as to the single cause of action for Breach of Contract alleged in the Complaint. The unopposed motion is **GRANTED** per Code of Civil Procedure ("C.C.P.") section 437c. American Express's requests for judicial notice of 15 U.S.C. section 1666 and 12 C.F.R. section 202.12 are also **GRANTED**, per Evidence Code section 452.

PROCEDURAL BACKGROUND

American Express brought this action alleging breach of contract to collect payment on credit card debt Cairns owes to American Express. (Complaint, p. 3, ¶ BC-4.) Cairns opened a credit card account with American Express on June 15, 2018, under account number ending in 1006. (Memorandum of Points and Authorities ["MPA"], 2:1-4; Undisputed Material Fact ["UMF"] No. 1.) When American Express sent the credit card to Cairns, American Express also sent a written Cardmember Agreement associated with credit card. (MPA, 2:5-9; UMF No. 2.) American Express sent Cairns monthly statements every billing period showing charges Cairns made to the credit card for goods, services, or other cash advances, and Cairns was required to repay the principal amount plus applicable interest. (MPA, 2:9-16; UMF Nos. 3-4.) Cairns failed to make payments on the account as they became due and the last payment was made on or about November 26, 2024, after which a principal balance of $5,632.21 remained on the account, which American Express prays for in the Complaint. (MPA, 2:9-20; UMF Nos. 5-8.)

American Express moves for summary judgment on the single cause of action in American Express's Complaint to collect the unpaid balance on the credit card plus court costs of $297.61. (See Memorandum of Costs dated February 3, 2026.) The moving papers and amended notice of hearing were served on Cairns via mail to Cairns' counsel, Jennifer Tunder, Esq., at counsel's firm's address per the proofs of service attached to the moving papers. Cairns failed to file an opposition. The Court does not have any record of substitution or withdrawal of Cairns' counsel.

ANALYSIS

Legal Standard

Motion for Summary Judgment or Adjudication

Per Code of Civil Procedure ("C.C.P.") section 437c, any party may move for summary judgment or adjudication in any action or proceeding if it is contended that the action or cause of action has no merit or that there is no defense to the action or proceeding. Summary judgment "shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." (C.C.P. § 437c(c).)

A plaintiff moving for summary judgment bears the burden of persuasion that "each element of" the "cause of action" in question has been "proved," such that there is no defense. (*Thompson v. Ioane* (2017) 11 Cal.App.5th 1180, 1195.) If a plaintiff meets this initial burden, the burden shifts to the defendant to provide sufficient evidence to raise a triable issue of fact. (C.C.P. § 437c(p)(1).) An issue of fact exists if "the evidence would allow a reasonable trier of fact to find the underlying fact in favor of the party opposing the motion in accordance with the applicable standard of proof." (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 845.) A moving party does not meet the initial burden if some "reasonable inference" can be drawn from the moving party's own evidence which creates a triable issue

of material fact. (*Binder v. Aetna Life Ins. Co*. (1999) 75 Cal.App.4th 832, 840.) If the moving defendant cannot meet the initial burden, the plaintiff has no evidentiary burden. (C.C.P. § 437c(p)(2).)

Breach of Contract

In order to state a breach of contract cause of action, plaintiff must plead legally actionable damages. (*Gautier v. General Tel. Co.* (1965) 234 Cal.App.2d 302, 305.) The plaintiff will not be entitled to damages for injury to name, character, or personal reputation. (*Ibid*.) Damages for loss of profits on account of breach of contract are generally the subject of evidence rather than pleading unless some special loss is claimed. (*Brunvold v. Johnson* (1939) 36 Cal.App.2d 226, 231.) To claim special damages, plaintiff must state facts and the amount of damages with particularity. (*Shook v. Pearson* (1950) 99 Cal.App.2d 348, 352.) If special damages depend on proof of different circumstances than general damages, the grounds of each claim must be alleged. (*Ibid*.)

American Express's Motion for Summary Judgment or Adjudication

American Express claims that Cairns' continued use of the credit card, payments on the principal and interest, and lack of any dispute on charges on the credit card constitutes Cairns' acceptance of the Cardmember Agreement and its terms and conditions. (MPA, 4:18-27; UMF Nos. 1-9.) American Express argues that the Cardmember Agreement required Cairns to pay for the charges, interest, and other fees incurred on the card, but Cairns failed to pay the debt obligations and materially breached the Customer Agreement causing American Express to incur damages of $5,632.21. (*Ibid*.) American Express also argues that Cairns' inability to pay is not a valid defense. (*Id*. at 6:12-24.) On these grounds, American Express argues that all elements have been established for breach of contract and summary judgment (or adjudication) is appropriate.

American Express seeks damages of $5,632.21 plus court costs of $297.61, which includes a filing and motion fees of $225.00 and service of process fees of $72.61 as shown in American Express's memorandum of costs.

As mentioned above, Cairns failed to oppose the motion.

Application

American Express timely and properly served the moving papers and amended notice of hearing with the correct hearing date on Cairns via his counsel, but Cairns failed to file any opposition. The Court finds that American Express has met the burden of proving that no triable issues of material fact remain as to any of its claims, based on the moving papers and the documents submitted in support. As Cairns did not file any opposition, Cairns failed to meet the burden of showing there is still a remaining issue of triable fact as to American Express's claims. As such, the Court will grant American Express's motion in its entirety and will award the judgment requested.

CONCLUSION

Based on the foregoing, American Express's motion for summary judgment is **GRANTED**. Judgment is awarded in the amount of **$5,632.21** plus court costs of **$297.61**. Unless oral argument is requested, the Court will sign the proposed order and proposed judgment lodged with the Court regarding this motion.

6. 24CV04966, Benson v. Dutil

Defendant/Judgment Debtor Pierce Dutil ("Defendant") moves to set aside or vacate the entry of default and default judgment entered against him pursuant to C.C.P. sections 473(b), 473(d), and 473.5. The action is **STAYED**.

This action arises out of Plaintiff/Judgment Creditor Phillip Benson's ("Plaintiff") loan to Defendant for $172,500.00 on August 3, 2020, which would be paid in two monthly installments in October of 2020 and November of 2020 pursuant to a promissory note, which Plaintiff claims Defendant never paid. (See Exhibit A to the Complaint, filed August 26, 2024.) On April 18, 2025, Plaintiff filed a request for Entry of Default, which was entered on April 18, 2025. (See Request for Entry of Default, filed April 18, 2025.) On June 27, 2025, the Court entered default judgment against Defendant for $259,068.48 [$172,500 for the loan plus $80,861.86 in prejudgment interest at the annual rate of 10% (pursuant to the promissory noted), plus $4,999.20 in attorney's fees, and $707.42 in costs]. (See Default Judgment by Court, filed June 27, 2025.)

In his moving papers for the instant motion, Defendant states that he has filed for Chapter 13 bankruptcy in U.S. Bankruptcy Court for the Western District of Texas, Austin Division (Case No. 26-10095-smr, Adv. Proc. No. 26-01017-smr) and has moved to avoid "the Benson judgment lien." (Dutil Declaration, ¶ 17.) Furthermore, on April 20, 2026, Defendant filed a Supplemental Declaration containing a new exhibit of excerpts of Plaintiff's Answer to Defendant's Complaint in the bankruptcy proceedings (filed and entered on April 15, 2026). (See Exhibit C of Defendant's Supplemental Declaration.) The limited documentation the Court does have shows that Defendant has filed a bankruptcy action in Texas against Philip Benson that involves this Court's June 27, 2025, default judgment in the amount of $259,068.48. (See Exhibit C, page 6 of Benson's Answer.)

Defendant's filing of bankruptcy proceedings triggers an automatic stay of all judicial proceedings against him, including the instant action before this Court, even without prompt notice to the Court. (*Sindler v. Brennan* (2003) 105 Cal.App.4th 1350, 1353, citing 11 U.S.C. § 362(a); *Valencia v. Rodriguez* (2001) 87 Cal.App.4th 1222, 1226.) "Judicial proceedings in violation of the automatic stay are void." (*Sindler, supra,* 105 Cal.App.4th at 1353.) Therefore, this action is **STAYED** automatically, and the stay will only be terminated upon dismissal of the bankruptcy action. (*Valencia, supra,* 87 Cal.App.4th at 1226.)

The matter is **CONTINUED** to **Friday, November 6, 2026, at 3:00 p.m.** in Department 17. Parties are to file supplemental briefs nine (9) court days prior to the hearing updating the Court about the status of the bankruptcy proceeding. Reply briefs are to be filed five (5) court days prior to the hearing.

7. 26CV00689, Ferrari v. Ferrari

Petitioner Gail Ferrari ("Gail") moves the Court for an order to disinter the remains of her late father from a cemetery plot located at Calvary Catholic Cemetery. The matter is **CONTINUED to Friday, June 12, 2026, at 3:00 p.m.** in Department 17 for further briefing.

After reading all papers and supporting evidence, the Court is left with contractual questions that affect its decision in adjudicating the petition. The Court notes that Carol filed a sur-reply on May 1, 2026, without leave of the Court to respond to the contract provided by Gail in her Reply Declaration as well as a supplemental declaration of Carol's counsel providing further evidence. Carol's counsel also asks the Court to disregard Gail's contract because it was submitted for the first time in the Reply. However, Gail did plead the terms of the contract in the moving papers. Therefore, in the interest of disposing of cases on their merits, the Court shall consider all filings.

Among Carol's May 1st papers, there is evidence of a Calvary invoice for payment of the plot located at Row 17W, Plot 11, Gravesite 01 by the conservator of Bernice's estate. The contract Gail produced is for the same plot (Row 17W, Plot 11, Gravesite 01), showing a balance owed and no payment made. The Court is unaware if Gail purchased the plot on August 25, 2012, or if she or Calvary has proof of Gail's payment of the plot or if such proof exists. The Court requests any evidence or explanation as to Gail's payment of the plot or clarification from Calvary if Gail did, in fact, make a payment for the plot. The Court also requests a copy of any contract or receipt Calvary has with Carol for the purchase of the neighboring plot (including plot location, how many sets of remains may be interred in this plot, and if there are currently any remains interred here). Lastly, the Court requests further briefing from Calvary as to the approximate costs to disinter remains and what authority would allow the Court to absolve the Diocese of Santa Rosa/Calvary of any such costs in this case should it grant the instant petition.

Any further briefing shall not exceed ten (10) pages, excluding exhibits and declarations, and the issues addressed in such briefs shall not exceed the scope of the issues addressed above. Further briefs shall be filed and served on all parties no later than **Friday, June 5, 2026,** by close of business. No other briefing is permitted.