

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, July 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. 24CV01673, Wells Fargo Bank, N.A. v. Tapia

Plaintiff Wells Fargo Bank, N.A.'s ("Plaintiff" or "Wells Fargo") unopposed motion to vacate the dismissal and entered judgment pursuant to Code of Civil Procedure ("C.C.P.") section 664.6 is **GRANTED**. Judgment shall be entered in the amount of **\$7,965.18** against self-represented Defendant Javier V. Tapia ("Defendant") for the outstanding debt plus costs.

I. PROCEDURAL HISTORY

Wells Fargo brought this action against Defendant to collect payment on credit card debt owed in the amount of \$8,390.18. (Motion, 4:3-4.) The parties entered into a "Stipulation for Entry of Judgment and Settlement and Release & Dismissal of Action with Consent to Court Retaining Jurisdiction Pursuant to C.C.P. § 664.6 & Court Order Thereon" (the "Stipulation"), according to which Defendant agreed to pay Wells Fargo to satisfy the debt owed. (Lopez Declaration, Exhibit 1, ¶ 1.) Defendant agreed to make the following payments: (1) \$350.00 on or before July 26, 2024; (2)

\$350.00 on or before the 26th of each and every consecutive month commencing on or before August 26, 2024, through and including May 26, 2026; and (3) \$340.18 on or before June 26, 2026. (*Id.* at ¶ 2(A)-(C).) If Defendant defaulted on the payments, then Wells Fargo could file the Stipulation with this Court to request the full amount of the debt remaining, less payments made under the Stipulation and plus costs incurred pursuant to written declaration submitted by Wells Fargo. (Lopez Decl., Exhibit 1, ¶¶ 9-11, 19-20.) Defendant made payments totaling \$700.00 then failed to make further payments, leaving an outstanding amount of \$7,690.18. (*Id.* at ¶ 5.) Wells Fargo sent a notice on or about December 6, 2024, of default allowing a week to cure the default, but Defendant did not cure the default. (*Id.* at ¶ 6, Exhibit 2.)

II. ANALYSIS

If parties to a pending litigation agree to sign a written stipulation for settlement of the case, then the court may upon noticed motion enter judgment pursuant to the terms of the settlement. (C.C.P. § 664.6(a).) The court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement if the parties request it. (*Ibid.*) “Section 664.6 was enacted to provide a summary procedure for specifically enforcing a settlement contract without the need for a new lawsuit.” (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 809.)

Wells Fargo requests to vacate the dismissal and moves for entry of judgment per the Stipulation and section 664.6. (Motion, pp. 4-5.) Wells Fargo has properly served notice of this motion on Defendant, who has not opposed. (Proof of Service dated March 11, 2026; Notice of Hearing dated April 14, 2026.) Plaintiff moves the Court to enter judgment in the amount of \$7,965.18 against Defendant, which includes the \$7,690.18 balance remaining on the debt and \$275.00 for filing and service of process costs. (Motion, 5:15-23.)

Wells Fargo sufficiently demonstrated that the parties entered into a valid written and signed settlement agreement, under which Defendant continues to owe after defaulting on payment obligations. Per the motion, the parties’ Stipulation, and C.C.P. section 664.6, the Court finds it reasonable to enter judgment in the amount of \$7,965.18 against Defendant, for the remaining debt owed plus costs.

III. CONCLUSION

Accordingly, the motion is **GRANTED**. Judgment shall be entered in the amount of **\$7,965.18** against Defendant for the outstanding debt plus costs. Unless the parties request and appear for oral argument, the Court will sign the proposed order and proposed judgment lodged with the motion.

2. 25CV04376, 5095 Knollwood, LLC v. Hollaway-Vinson

Defendant Kim Hollaway-Vinson (“Trustee”), individually and as Trustee of the David and Kim Vinson Family Trust, Dated November 2, 2010, (“Vinson Trust”) demurs to Plaintiff 5095 Knollwood LLC’s entire First Amended Complaint (“FAC”) and each cause of action therein.

The demurrer is **OVERRULED**. Plaintiff's requests for judicial notice are **GRANTED**. Plaintiff's counsel shall submit a written order to the Court consistent with this tentative ruling and in compliance with California Rules of Court, Rules 3.1312(a) and (b).

I. PROCEDURAL HISTORY

Plaintiff is the owner of real property commonly known as 5095 Knollwood Ct., Santa Rosa, California (APN 006-470-025)(the "Property"). (FAC, ¶ 1.) The FAC alleges that Plaintiff entered a written agreement ("Agreement") with Defendant Vinson Engineering, Inc. and David Vinson, now deceased, for professional structural engineering services related to the development of the Property for an estimated cost of \$7,500.00. (*Id.* at ¶¶ 5-6, 13.) The FAC further alleges that Defendants Vinson Engineering, Inc, the Vinson Trust, and Kim Hollaway-Vinson, individually and as Trustee of the Vinson Trust were negligent and alleges four causes of action including: (1) Professional Negligence; (2) Breach of Contract; (3) Declaratory Relief – Alter Ego; and (4) Fraudulent Conveyance. (FAC, ¶¶ 12-37.)

Trustee's position is that the alter ego allegations cannot be maintained because Trustee is not and was not an owner of Vinson Engineering, Inc. in her individual capacity. (Demurrer Memorandum of Points and Authorities ["Demurrer MPA"], 3:20-28, 4:1-9.) Furthermore, Trustee states that Plaintiff failed to allege any facts that establish that the Vinson Trust was revocable in whole or in part at the time of Mr. Vinson's passing as is required to establish the Vinson Trust is subject to Plaintiff's claims as a creditor. (*Id.* at 7:3-24.)

Trustee's counsel met and conferred by email with Plaintiff's counsel regarding deficiencies in the FAC and stated that Vinson Engineering, Inc. does not have the same legal representation as Trustee, so Trustee's counsel would not accept service on behalf of Vinson Engineering, Inc. (Malone Decl., ¶¶ 3-5.) Ultimately, the parties did not resolve the issues so Trustee now demurs to the entire FAC, which Plaintiff opposes.

II. 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.) Courts may take notice of public records, but not take notice of the truth of their contents. (*Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375.)

Per section 452, the Court **GRANTS** Plaintiff's request for judicial notice of:

1. Vinson Engineering, Inc. Statement of Information filed on August 25, 2025;
2. Vinson Engineering, Inc. Statement of Information filed on August 24, 2021;
3. Vinson Engineering, Inc. Articles of Incorporation filed October 14, 2004; and
4. Vinson Engineering, Inc. Certificate of Amendment filed May 24, 2006, signed by Trustee as Secretary, certifying 700 outstanding shares under penalty of perjury.

III. DEMURRER TO FAC

Legal Standard

A demurrer can be used only to challenge defects that appear on the face of the pleading under attack or from matters outside the pleading that are judicially noticeable. (C.C.P. § 430.30(a).) Leave to amend should generally be granted liberally where there is some reasonable possibility that a party may cure the defect through amendment. (*The Swahn Group, Inc. v. Segal* (2010) 183 Cal.App.4th 831, 852; *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.)

First Cause of Action for Professional Negligence

Plaintiff alleges that all defendants committed professional negligence because they negligently and wrongfully failed to calculate the loads for the development project, which would have resulted in the failure of the west wall and interior floor, as well as other alleged design oversights and failures. (FAC, ¶¶ 12-25.)

The Demurrer argues that the negligence claim is barred by the Economic Loss Doctrine because Plaintiff cannot recover in tort economic losses that did not result in physical injury or property damage and Plaintiff failed to allege any physical or property damage, only economic damages such as delay costs and costs to revise the structural plans. (Demurrer MPA, 6:1-18, 8:15-21.)

Plaintiff argues in the Opposition that the negligence claim is sufficiently pleaded in the Complaint because property damage is not specifically a required element of professional negligence and Plaintiff otherwise pleads other damages. (Opposition, pp. 8-9.) Furthermore, Plaintiff argues that the Economic Loss Rule does not bar professional negligence claims because at this stage the Court must accept Plaintiff's allegations of actual loss and damage as true. (*Id.* at pp. 9-10.) Plaintiff requests leave to amend the Complaint to allege a more specific property damage allegation if the Court should require it. (*Ibid.*)

The Reply generally reaffirms the arguments made in the Demurrer and takes issue with the Opposition as it relies on facts stated outside of the FAC.

The Court finds that, at the pleadings stage, Plaintiff alleged sufficient facts on information and belief regarding their alleged alter ego theory and Trustee's involvement in Vinson Engineering, Inc. to support the professional negligence claim against Trustee. As such, the Demurrer is **OVERRULED** as to the First Cause of Action.

Second Cause of Action for Breach of Contract

Plaintiff alleges against all defendants that they breached the Agreement by failing to provide competent engineering services, as a result of which Plaintiff suffered damages. (FAC, ¶¶ 26-30.)

The Demurrer argues that Plaintiff failed to plead requirements to establish the existence of a contract between Plaintiff and Trustee on behalf of the Vinson Trust, or facts to claim against her individually because the allegations in the Complaint are conclusory as she was not named in the contract. (Demurrer MPA, pp. 4-5, 7-8.)

The Opposition argues that the claim alleged against Vinson Engineering, Inc. is sufficient to defeat the demurrer because once alter ego is established, Trustee's liability individually and on behalf of the Vinson Trust will flow derivatively from Vinson Engineering, Inc.'s liability. (Opposition, 8:8-20.)

As stated above, the Reply generally reaffirms the arguments made in the Demurrer and takes issue with the Opposition as it relies on facts stated outside of the FAC.

As with the First Cause of Action, the Court finds that, at the pleadings stage, Plaintiff alleged sufficient facts on information and belief regarding the alleged alter ego theory and Trustee's involvement in Vinson Engineering, Inc. to support the Breach of Contract claim against Trustee. Thus, the Demurrer is also **OVERRULED** as to the Second Cause of Action.

Third Cause of Action for Declaratory Relief – Alter Ego

The FAC seeks declaratory relief based on the alter ego theory against all defendants arguing that all defendants formed a unified alter ego enterprise, including Vinson Engineering, Inc., the Vinson Trust, and Trustee individually. (FAC, ¶¶ 31-33.)

The Demurrer argues that the claim for declaratory relief is wholly derivative of the alter ego allegations and the negligence claim, so it also fails due to the issues argued as to those other claims. (Demurrer MPA, 9:7-25.)

The Opposition argues that the Vinson Trust assets can be reached because the alter ego theory independently reaches the trust's assets entirely apart from the Probate Code's creditor notice procedures cited in the Demurrer. (Opposition, 13:10-23.) Plaintiff otherwise argues that Declaratory Relief was adequately pleaded because once alter ego is established, then Trustee individually and on behalf of the Vinson Trust will be liable on behalf of Vinson Engineering, Inc. (*Id.* 13:4-9.)

As with the other causes of action, the Reply generally reaffirms the arguments made in the Demurrer and takes issue with the Opposition as it relies on facts stated outside of the FAC.

As the Declaratory Relief claim is derivative of the other causes of action in the FAC against which the Demurrer was overruled, the Demurrer is **OVERRULED** as to this claim as well.

Fourth Cause of Action for Fraudulent Conveyance

In the Fourth Cause of Action, the FAC alleges fraudulent conveyance against Trustee of the Vinson Trust and individually, arguing that after the negligent services were rendered and in

anticipation of claims arising from “catastrophic” design oversights, the assets of Vinson Engineering, Inc. were transferred to Trustee without reasonably equivalent value, which rendered Vinson Engineering, Inc. insolvent and unable to pay its debts in an effort to hinder, delay, or defraud creditors. (FAC, ¶¶ 34-37.)

The Demurrer argues that this claim is not supported by specific facts necessary to maintain the cause of action, such as when the transfers occurred, what assets were transferred, Plaintiff’s creditor status, and injury. (Demurrer MPA, 8:24-28, 9:1-4.) Furthermore, the Demurrer states that the Trustee owes no duty to any creditors with respect to the transfer of any assets. (*Id.* at 9:1-4.)

Plaintiff argues that this claim was adequately alleged on information and belief that the Vinson Engineering, Inc.’s assets were transferred to Trustee, but will amend the FAC later should more information be revealed through targeted discovery. (Opposition, pp. 13-14.)

As mentioned above, the Reply generally reaffirms the arguments made in the Demurrer and takes issue with the Opposition as it relies on facts stated outside of the FAC.

The Court finds that sufficient allegations were stated in Paragraphs 3-10 and 34-37 that, if taken as true, support a claim for fraudulent conveyance to survive the pleadings stage. As such, the Demurrer is **OVERRULED** as to this claim.

IV. CONCLUSION

Based on the foregoing, the Demurrer is **OVERRULED**. Plaintiff’s counsel shall submit a written order to the Court consistent with this tentative ruling and in compliance with California Rules of Court, Rules 3.1312(a) and (b).

3. 25CV06874, LoanDepot.com, LLC v. Hernandez

Self-represented Claimants Christobal Och Guarchaj and Gabriel Och Guarchaj (“Claimants”) move for reconsideration of the Court’s April 9, 2026, ruling (the “Order”) declaring Claimants’ Claim of Right to Possession as invalid. The motion is **DENIED**, per Code of Civil Procedure (“C.C.P.”) section 1008.

I. PROCEDURAL HISTORY

This action is for the unlawful detainer of property commonly known as 3105 Hoen Ave., Santa Rosa, California. (First Amended Complaint [“FAC”], ¶ 2.) The FAC named Ismael Hernandez, Maria Lopez, and “all unknown occupants” as defendants and a posting order was allowed to post the Summons and other documents at the property on November 4, 2025. (Order dated April 9, 2026, 1:14-20.) Claimants filed a post-judgment Claim of Right of Possession after a default judgment was entered and writ of possession was obtained. (*Id.* at 1:19-21.)

After a hearing on April 9, 2026, named defendants brought a motion to set aside their default and vacate judgment, which the Court denied. (Order, pp. 2-27.) On the same day, Claimants' Claim of Possession was ordered as invalid after the Court heard responsive argument from Claimants previous counsel John Mounier. (*Id.* at 4:11-12.) The Court found that:

“On the date of the intended lockout, Christobal Och Guarchaj and Gabriel Och Guarchaj presented completed Claim of Right of Possession and Notice of Hearing (CP10) forms to the sheriff. Although the CP10 indicates they intended to pay 15 days of rent within 2 days, it does not appear that this happened... The Court reviewed the lease agreement...Not only had the property already been foreclosed on at that time, but the property itself was sold on July 31, 2024. Defendant Hernandez was no longer the legal owner at that time and therefore had no authority to sign the lease.”

(Order, 4:2-10.) Claimants now request unopposed that the Court reconsider this ruling.

II. ANALYSIS

Legal Standard

A party may move for reconsideration of a prior order to be heard by the same judge or court within 10 days after service upon the party of written notice of entry of the order and based upon new or different facts, circumstances, or law. (C.C.P. § 1008(a).) “New facts” are facts which were not available to the party at the time of the hearing on the motion regarding which the prior order was entered that the party requests the court to reconsider. (*In re Marriage of Herr* (2009) 174 Cal.App.4th 1463, 1468.) Contentions that the court has made an error of law or refused to consider evidence are not new facts as required for a motion under C.C.P. section 1008. (*Jones v. P.S. Development Co., Inc.* (2008) 166 Cal.App.4th 707, 724.) Failure to show new facts or law is jurisdictional; a motion for reconsideration that does not offer any new fact as to the merits of the underlying motion must be denied. (*Kerns v. CSE Ins. Group* (2003) 106 Cal.App.4th 368, 381.) To prevail on a motion for reconsideration based on new facts, a party must provide a satisfactory explanation for failing to offer the evidence in the first instance. (*New York Times Co. v. Superior Court* (2005) 135 Cal.App.4th 206, 212.) The new facts offered must also be accompanied by a showing of strong diligence in discovery and bringing the new facts. (*Forrest v. Department of Corporations* (2007) 150 Cal.App.4th 183, 202.)

Claimants' Motion for Reconsideration

Claimants argue in their motion that a bona fide lease for a term can survive foreclosure and the immediate successor in interest steps into the shoes of the landlord with resulting landlord-tenant duties and exposure to claims such as wrongful eviction and breach of quiet enjoyment. (Motion, 5:3-18.) Claimants also argue that the Order skipped considering the statutory framework for an unlawful detainer requiring post-foreclosure eviction analysis to account for protected tenants. (*Id.* at 5:19-26, 6:1-7.)

Claimants request unopposed that the Court reconsider the Order to analyze Claimants as protected post-foreclosure tenants, not strangers as to possession. (Motion, pp. 8-10.)

Application

As is required under C.C.P. section 1008, Claimants failed to show any new or different facts, circumstances, or law, that were otherwise unavailable at the time of the hearing on April 9, 2026, that warrant reconsideration of the Court's Order ruling the Claim of Right of Possession as invalid. The Court finds that the proposed new facts stated in Claimants' motion were available at the time of the hearing and Claimants have still not produced evidence that they paid 15 days of rent within 2 days as was indicated in the Claim of Right of Possession or that Defendant Hernandez was the rightful owner of the property at the time Claimants signed the lease agreement.

Therefore, while Claimants contends that the Court failed to consider certain facts addressed in this motion, the Court finds that no such facts were unavailable to Claimants at the time of the hearing and that Claimants have not defeated the issues that the Court found regarding the validity of the Claim of Right of Possession submitted by Claimants.

III. CONCLUSION

The motion is **DENIED**. Plaintiff LoanDepot.com, LLC 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).

4. 25CV07675, Wells Fargo Bank, N.A. v. Freeland, Jr.

Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") moves for summary judgment ("MSJ") against Defendant Ralph L. Freeland Jr. ("Defendant") as to all causes of action alleged in Wells Fargo's Complaint. The unopposed motion is **GRANTED** per Code of Civil Procedure ("C.C.P.") section 437c.

I. BACKGROUND & PROCEDURE

Wells Fargo filed a Complaint alleging breach of written contract and breach of contract implied in fact regarding credit card debt Defendant owes to Wells Fargo, in response to which Defendant filed an Answer. (Complaint, pp. 3-4; MSJ, 4:11-13.) Defendant opened a credit card account with Wells Fargo under account number ending in 5948. (Undisputed Material Fact ["UMF"] No. 1.) When Wells Fargo sent the credit card to Defendant, Wells Fargo also sent a written Customer Agreement associated with credit card. (UMF No. 2; Complaint, Exhibit A.) By continuing to use the credit card without any complaint, dispute, or cancellation, Wells Fargo claims that Defendant accepted the terms of the Customer Agreement. (MPA, 4:3-25; UMF Nos. 3-10.) Wells Fargo sent Defendant monthly statements each and every billing period showing all charges, payments, minimum payment due that billing period, and any fees and interests accrued. (UMF Nos. 7-8.) Defendant made payments on the account but defaulted on making any payments after March 14, 2025. (MPA, 4:20-23; UMF Nos. 11-12; Declaration of Plaintiff's Qualified Witness, ¶¶ 21-22.) Currently, the outstanding

remaining balance due is \$16,536.33. (MSJ, 4:20-25; UMF Nos. 13-14; Declaration of Plaintiff's Qualified Witness, ¶¶ 22-23.)

Wells Fargo moves for summary judgment on all causes of action in Wells Fargo's Complaint to collect the unpaid balance on the credit card plus court costs of \$870.00. (MSJ, 8:15-19; See generally Memorandum of Costs.) Despite proper and timely service of the moving papers and amended notice of motion with the rescheduled hearing date, Defendant failed to file any opposition or objection.

II. ANALYSIS

Legal Standard

Motion for Summary Judgment

Per Code of Civil Procedure ("C.C.P.") section 437c(a), any party may move for summary judgment in any action or proceeding if it is contended that the 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.*)

Wells Fargo's MSJ

Wells Fargo claims that Defendant continued use of the credit card, payments on the principal and interest, and lack of any dispute on charges on the credit card constitutes Defendant's compliance with the Customer Agreement and its terms and conditions up until default. (MSJ, pp. 5-8.) Wells Fargo seeks damages of \$16,536.33 plus court costs of \$870.00, which includes a filing fee of \$370.00 and \$500.00 for this motion, as shown in Wells Fargo's memorandum of costs. (See Memorandum of Costs; MSJ, 7:9-19.)

As stated above, no opposition or objection as filed.

Application

The Court finds that Wells Fargo has met the burden of proving that there remains no triable issues of material fact as to any of its claims, based on the moving papers and the documents submitted in support, and that Defendant failed to oppose to argue that there does continue to exist any triable issue of material fact. As Defendant failed to meet their burden of showing there still remains a triable issue of fact as to Wells Fargo's claims, the Court will grant Wells Fargo's unopposed motion in its entirety and will award the judgment requested.

III. CONCLUSION

Based on the foregoing, Wells Fargo's motion for summary judgment is **GRANTED**. Unless oral argument is requested, the Court will sign the proposed order and judgment lodged with the motion.

5. 26CV00340, Little Woods Mobile Villa LLC v. Stubbs

Respondent Gregory Stubbs' ("Stubbs") Demurrer to Petitioner Little Woods Mobile Villa LLC's Verified Petition for Administrative Mandamus, Mandamus, Prohibition, or Other Appropriate Relief ("Writ") is **SUSTAINED without leave to amend**. The request for judicial notice is **GRANTED**.

I. PROCEDURAL HISTORY

Petitioner filed the Writ against Respondents City of Petaluma ("Petaluma") and Stubbs in his capacity as Arbitrator. (Writ, ¶¶ 1-2.) The Writ alleges that Petitioner is a mobile home park with 78 spaces, in which real parties in interest identified in Paragraph 5 reside. (*Id.* at ¶¶ 5, 13.) The Writ alleges that, Petaluma enacted an ordinance in 1994 and amended in 2023 (the "Ordinance") for the protection of Mobilehome owners from unreasonable rent adjustments while enabling owners and operators of, and investors in, Mobilehome parks to earn a fair and reasonable return on their investment in those mobile home parks. (*Id.* at ¶¶ 15-16.) The Ordinance requires mobilehome park owners to submit fair return applications for any rent increases and places the burden of proof on the

owners by a preponderance of the evidence of the reasonable necessity of any increase to an arbitrator. (Writ, ¶¶ 17-21.)

On June 27, 2025, Petitioner submitted a verified petition for rent adjustment with supporting documents. (*Id.* at ¶ 22.) On August 4, 2024, Petaluma passed an “Urgency Ordinance” requiring the use of a new standard, which excluded Petitioner’s previously submitted comparable-rent methodology. (*Id.* at ¶ 23.) Petitioner alleges that the Urgency Ordinance is retroactive and explicitly biased in favor of tenants and against owners. (*Id.* at ¶¶ 24-25.) Petitioner filed a motion to preclude the retroactive application of the Urgency Ordinance on September 26, 2025, and it was denied by Stubbs as arbitrator. (*Id.* at ¶ 27.) The Writ alleges that, since 2023, the Sonoma County Community Development Commission (“CDC”) demonstrated a pattern of selecting arbitrators whose rulings favor tenants over owners. (*Id.* at ¶¶ 28-29.)

After the motion to preclude was denied, Petitioner submitted evidence to meet the new standards imposed by the Urgency Ordinance and an arbitration was held on September 30, 2025, after which the petition was denied per a written Decision of Arbitrator (“Decision”) on October 27, 2025. (Writ, ¶¶ 30-32.)

Petitioner’s Writ moves for administrative mandamus pursuant to Code of Civil Procedure (“C.C.P.”) sections 1094.5 and 1085 regarding the retroactive application of the Urgency Ordinance, denial of the rent adjustment, and denial of a fair trial.

Stubbs’ counsel met and conferred regarding an anticipated demurrer on the basis that Stubbs was protected by immunity as an arbitration officer. (Low Decl., Exhibit A.) The parties did not resolve this issue as Petitioner claimed the doctrines of immunity claimed did not apply to Stubbs, so Stubbs now demurs to the Writ, which Petitioner opposes. (*Id.* at ¶¶ 10-11.)

II. REQUEST FOR JUDICIAL NOTICE

Judicial notice of official acts and court records is statutorily appropriate. (Evid. Code §§ 452(c)-(d).) 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.) Courts may take notice of public records, but 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 these restrictions, Stubbs’ request for judicial notice of the Decision of Arbitrator is **GRANTED.**

III. ANALYSIS

Legal Standard

Demurrer

A demurrer can be used only to challenge defects that appear on the face of the pleading under

attack or from matters outside the pleading that are judicially noticeable. (C.C.P. § 430.30(a).) Leave to amend should generally be granted liberally where there is some reasonable possibility that a party may cure the defect through amendment. (*The Swahn Group, Inc. v. Segal* (2010) 183 Cal.App.4th 831, 852; *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.)

Writ of Mandate (C.C.P. § 1085)

C.C.P. section 1085 provides that a writ of mandate may issue to “compel the performance of an act which the law specifically enjoins, as a duty resulting from an office, trust, or station; or to compel the admission of a party to the use and enjoyment of a right or office to which he is entitled and from which he is unlawfully precluded by such... person.” An inquiry under this section is limited to considering whether the underlying administrative decision was “arbitrary, capricious, or entirely lacking in evidentiary support.” (*Stone v. Regents of Univ. of California* (1999) 77 Cal.App.4th 736, 745.)

C.C.P. section 1086 governs the standard situation where a writ may be issued. If there is not a plain, speedy, and adequate remedy in the ordinary course of the law, then a writ must be issued upon the verified petition of the party beneficially interested after they have exhausted all of their administrative and contractual remedies that apply. (*Coffey v. Los Angeles Fireman’s Relief Ass’n* (1937) 22 Cal.App.2d 510, 511.) A party does not need to exhaust administrative remedies if the effort would clearly be futile. (*Jonathan Neil & Assocs, Inc. v. Jones* (2004) 33 Cal.4th 917.)

Administrative Writ (C.C.P. § 1094.5)

A court may hear without a jury a petition for an administrative writ to inquire into the validity of “any final administrative order or decision made as the result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken, and discretion in the determination of facts is vested in the inferior tribunal, corporation, board, or officer.” (C.C.P. § 1094.5(a).) In making the inquiry, the Court considers “whether the respondent has proceeded without, or in excess of, jurisdiction; whether there was a fair trial; and whether there was any prejudicial abuse of discretion” where abuse of discretion is established if “the respondent has not proceeded in the manner required by law, the order or decision is not supported by the findings, or the findings are not supported by the evidence.” (C.C.P. § 1094.5(b).)

If the findings are not supported by the evidence in situations where the court is authorized by law to exercise its independent judgment on the evidence, the court may find an abuse of discretion if the weight of the evidence does not support the ultimate administrative finding. (C.C.P. § 1094.5(c).) If the court should find that there is relevant evidence that could not have been produced in the exercise of reasonable diligence, or was improperly excluded at the administrative hearing, then the court may remand the case to be reconsidered in the light of that evidence. (C.C.P. § 1094.5(e).)

Demurrer

Stubbs demurs to both the First and Second Causes of Action for administrative writ on the

basis that Stubbs has immunity as Arbitrator, so both claims fail to state facts sufficient to constitute a cause of action for administrative writ against Arbitrator Stubbs under C.C.P. section 430.10(e). Stubbs argues that the doctrines of “quasi-judicial” immunity and “arbitral immunity” protects him from civil liability for acts performed as “arbitrator” or as a “hearing officer.” (Demurrer, pp. 9-12.)

Petitioner argues that both arbitral and quasi-judicial immunity do not apply here. Petitioner argues that this proceeding was not an arbitration so arbitral immunity does not apply. (Opposition, pp. 2-4) Petitioner also argues that quasi-judicial immunity does not shield administrative hearing officers from writ review because it is not a civil suit, but an administrative remedy that must be exhausted prior to filing a civil suit. (*Id.* at pp. 4-7.)

In the Reply, Stubbs argues that Petitioner failed to put forth any legal authority that limits judicial immunity or quasi-judicial immunity to civil suits and complaints seeking damages. (Reply, 6:12-19.) Stubbs makes clear that finding that Stubbs has judicial or quasi-judicial immunity does not deny Petitioner judicial review of Stubbs’ Decision of Arbitrator as the City of Petaluma is named as another Respondent. (*Id.* at 7:3-23.)

The Court does not find that the Opposition successfully argued against, at the minimum, allowing Stubbs quasi-judicial immunity for serving as an administrative hearing officer. As such, the Demurrer is **SUSTAINED without leave to amend**.

IV. CONCLUSION

The Demurrer is **SUSTAINED without leave to amend**. Stubbs shall submit a written order to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

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

Self-represented Plaintiff/Cross-Defendant David Addington’s (“Addington”) Final Motion to Void Judgment entered on December 8, 2023, is **DENIED**.

I. PROCEDURAL HISTORY

The Court entered a Judgment on or about December 8, 2023, (the “Judgment”) after a 12-day trial finding him and his company liable for \$2.58 million. (Opposition, 2:6-9.) Since then, Mr. Addington has made numerous attempts to avoid the Judgment by moving for a new trial, filing appeals with the Court of Appeals, petitioning for review from the California Supreme Court, and filing multiple motions with this Court to set aside, vacate, correct, or void the Judgment. (*Id.* at 2:7-14.) None of these attempts have been successful.

Due to the numerous motion filings, the Court issued an Order to Show Cause hearing after which hearing Mr. Addington was declared a vexatious litigant under C.C.P. sections 391 and 391.7. (Opposition, 2:10-14; See Ruling on Matter Taken Under Submission re: Order to Show Cause re:

Vexatious Litigant dated April 10, 2026.) On the same day of the Order to Show Cause hearing, Mr. Addington filed the “Final Motion to Void Judgment,” which the Court now considers. Defendants/Cross-Complainants Humboldt Growers Network, Inc. and Tobias Dodge (“Humboldt”) oppose this final motion.

II. ANALYSIS

Legal Standard

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.)

Addington’s Motions

The motion, combining or re-arguing a few of the same grounds stated in the previous motions, argues that the Judgment is void based on the following:

1. Lack of fundamental jurisdiction because “Piner Partners, LLC” is the wrong name for his company. (Motion, 2:10-20.)
2. Lack of fundamental jurisdiction because of no express acknowledgment that Mr. Addington was personally liable for all of the obligations of Piner Partners, GP. (*Id.* at 2:25-27, 3:1-19.)
3. Exceeding jurisdiction regarding award of lost profits. (*Id.* at 3:23-26, 4:1-15.)
4. Exceeding jurisdiction regarding awarding damages against a general partner in the absence of an accounting. (*Id.* at 4:18-27, 5:1-4.)
5. Exceeding jurisdiction because no clear or express finding defining what the Court considers to be “lost profits.” (*Id.* at 5:7-26, 6:1-19.)
6. Exceeding jurisdiction because of findings that are mutually exclusive on material issues. (*Id.* at 6:23-27, 7:1-7.)
7. Exceeding jurisdiction because “Addington” is defined inconsistently and in a legally impermissible manner. (*Id.* at 7:11-27, 8:1-5.)
8. Exceeding jurisdiction because of findings of fact that are mutually exclusive as to whether the operations at 947 Piner Place were lawful and capable of sustaining a business. (Motion, 8:10-27, 9:1-7.)

9. Exceeding jurisdiction due to failure to adjudicate liability. (*Id.* at 9:11-26, 10:1-6.)
10. Failure to disclose the factual and legal basis for the judgment. (*Id.* at 10:9-27, 11:1-8.)

Opposition

In the Opposition, Humboldt points out that the Motion lists 10 alleged errors in the Judgment and rehashes many of the same arguments the Court already rejected in Mr. Addington's previous motions. (Opposition, 1:22-28, 2:1-2.) Humboldt argues that five of the alleged errors have been explicitly raised and were already denied by the previous motions, while the remaining five grounds were already raised by Mr. Addington before the Judgment became final in his 125 objections stated against the Statement of Decision and Mr. Addington's Motion for New Trial. (*Id.* at 2:10-26.)

The Opposition notes that, as with the other motions, Mr. Addington cites to *People v. American Contractors Indemnity Co.* (2004) 33 Cal.4th 653, 665 ("*American Contractors*") as support that the Judgment is void. (*Id.* at 3:1-3.) However, as the Supreme Court found in *American Contractors*, "a voidable judgment must be challenged while the trial court or Court of Appeal can still correct the mistake." (*American Contractors*, *supra*, at p. 665; Opposition, 3:3-10.)

Humboldt also argues that the Motion otherwise does not state sufficient grounds for vacating the Judgment under C.C.P. section 473(d). (Opposition, 3:15-28, 4:1-7.)

Application

The Court once more does not find sufficient grounds under C.C.P. section 473(d) to grant Mr. Addington's motion as relief. Section 473(d) allows the Court correct clerical mistakes in a judgment, rather than to void an order and enter a new substantively different order now. Per *American Contractors*, a party must bring to the attention of the trial court any basis upon which a Judgment is voidable while the mistake can still be corrected. Since the Judgment was entered, Mr. Addington failed to raise these issues before when the Judgment could be corrected, was denied on his Motion for New Trial, made unsuccessful efforts to raise these issues with the Court of Appeal and the Supreme Court, and was denied relief under section 473(d) by this Court on similar grounds on each previous motion made in an effort to avoid the Judgment entered and liability assessed against him personally. The Court shall deny this final motion.

III. CONCLUSION

The motion is **DENIED** as not meeting the requirements of C.C.P. section 473(d). Humboldt shall submit a written order on the motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312.