

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, July 17, 2026 3:00 pm
Courtroom 19 –Hon. Oscar A. Pardo
3055 Cleveland Avenue, Santa Rosa**

The tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument, **YOU MUST NOTIFY** the Judge’s Judicial Assistant by telephone at **(707) 521-6724**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

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

TO JOIN ZOOM ONLINE:

Department 19 Hearings

MeetingID: 160-421-7577

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PLEASE NOTE: The Court’s Official Court Reporters are “not available” within the meaning of California Rules of Court, Rule 2.956, for court reporting of civil cases.

1. 24CV05348, Capital One N.A. v. Licea Gomez

Plaintiff Capital One, N.A. (“Plaintiff”) moves the Court to vacate the dismissal entered on February 18, 2025, pursuant to C.C.P. section 664.6 for Defendant Janeth D Licea Gomez’s (“Defendant”) failure to remit payment in accordance with the parties’ Stipulation Agreement. The *unopposed* motion is **GRANTED**, and judgement shall be entered in the amount of \$3,032.81 against Defendant for the outstanding debt. Plaintiff’s request for judicial notice is **GRANTED**.

I. Procedural History

On September 12, 2024, Plaintiff filed the Complaint against Defendant for debts owed to Plaintiff. On October 23, 2024, the parties executed a Stipulation Agreement where Defendant would make monthly payments to Plaintiff, totaling \$5,319.20 to satisfy the judgment amount. (See Plaintiff’s Amended Request for Judicial Notice, Exhibit B [“Stipulation Agreement”].) Accordingly, Plaintiff filed a notice of settlement on February 4, 2025, and the Court dismissed the action on February 18, 2025.

In accordance with the Stipulation Agreement, judgment was stayed for Defendant's timely payments of the following: down payment of \$205.00 on or before September 18, 2024, one-time minimum payment of \$205.00 on or before October 9, 2024, minimum monthly payments of \$205.00 on or before the 22nd day of each month beginning November 2024, and a final payment of \$194.20 on or before October 22, 2026. (Stipulation Agreement, ¶ 4.) Defendant's last monthly payment received was on October 30, 2025, and has therefore defaulted on her monthly payments under the Stipulation Agreement. (Langedyk Decl., ¶ 4.) The current balance owed is \$3,032.81 (\$5,319.20 less Defendant's \$2,870.00 in payments to date plus court costs of \$583.61). (Langedyk Decl., ¶¶ 6–7.) Defendant was served with the moving papers and the July 17, 2026, hearing date on May 1, 2026, but has failed to oppose the motion. (See Proof of Service, dated May 1, 2026.)

II. Governing Law

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.)

III. Analysis

A. Plaintiff's 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.)

Plaintiff requests judicial notice of the Stipulation Agreement in this action pursuant to Evidence Code sections 452 and 453. Plaintiff filed an amended request for judicial notice on May 1, 2026, with the Stipulation attached while the previous request filed with the moving papers on April 13, 2026, only contained the notice of intent to request entry of judgment to Defendant. Plaintiff's amended request for judicial notice is **GRANTED**.

B. Defendant has Defaulted on Her Payment Obligations Pursuant to the Stipulation Agreement

Plaintiff has sufficiently demonstrated that the parties entered into a valid written and signed Stipulation Agreement, under which Defendant continues to owe \$3,032.81 after she defaulted on her payment obligations. The Court retained jurisdiction of this matter under Section 664.6 pursuant to the Stipulation Agreement. (Stipulation Agreement, ¶ 7.) Additionally, the Stipulation Agreement states that Defendant shall pay court costs limited to Plaintiff's filing fee,

fees for service of process, and other filing fees. (Stipulation Agreement, ¶ 1.) Therefore, Plaintiff's added cost of the \$583.61 filing fee to Defendant's total debt owed is justified. 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 \$3,032.81 against Defendant, for the remaining debt owed.

IV. Conclusion

The motion is **GRANTED** pursuant to C.C.P. section 664.6. The February 18, 2025, dismissal is **VACATED**. Judgment shall be entered in the amount of **\$3,032.81** against Defendant for the outstanding debt.

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). Counsel shall also separately lodge a proposed judgment when it files the order on this motion.

2. 25CV01424, Baum v. HZL Home Inc.

Defendant/Cross-Complainant HZL Home Inc. ("HZL") moves the Court for an order granting leave so that it may amend several responses to Requests for Admission ("RFAs") it served on Plaintiffs Richard Baum and Ashley Burkholder ("Plaintiffs") on August 22, 2025. The motion is **DENIED** pursuant to C.C.P. section 2033.300.

I. Procedural History

Plaintiffs filed their Complaint on February 25, 2025, against Defendants alleging causes of action for violation of constructions standards, negligence, and recovery on contractor's license bond. On May 8, 2025, Plaintiff propounded the RFAs at issue in this motion. On May 28, 2025, HZL filed its Cross-Complaint naming six Cross-Defendants and ROES 1 through 50. HZL served initial responses to the RFAs on June 19, 2025, and served amended responses on July 28, 2025, at Plaintiffs' request. HZL served second amended responses on August 22, 2025, per Plaintiff's claim that the July responses were not code compliant. (Cheung Decl., Exhibit 1.) Plaintiffs took Defendant Sheaujiun Hu's ("Defendant Hu") deposition on March 25, 2026. Now HZL seeks to amend its August RFA responses based on the Hu Deposition. Trial is set in this matter to begin on Friday, August 7, 2026.

II. Governing Law

C.C.P. section 2033.300(a) allows a party to withdraw or amend an admission made in response to a request for admission only on leave of court granted after notice to all parties. However, the court may only permit withdrawal or amendment of an admission if it determines that the admission was the result of mistake, inadvertence, or excusable neglect, and that the party who obtained the admission will not be substantially prejudiced in maintaining that party's action or defense on the merits. (C.C.P. § 2033.300(b).) Upon the granting of the motion, the court may impose conditions that are just, including permission to pursue additional discovery, and such costs be borne by the party withdrawing or amending the admission. (C.C.P. § 2033.300(c).) Any

doubt in ruling on a motion to withdraw or amend admission must be resolved in favor of the moving party. (*New Albertsons, Inc. v. Superior Court* (2008) 168 Cal.App.4th 1403, 1408.)

III. Analysis

A. HZL's July 9th Reply Will Not Be Considered

The Court's June 29, 2026, Order granting HZL's *ex parte* application to advance the hearing on this motion specifically stated, "No Reply will be accepted." Therefore, the Court will not consider HZL's Reply filed on July 9, 2026.

B. Section 2033.300 is Inapplicable to HZL's RFA Responses

HZL seeks to amend RFA Nos. 3, 7, 8, 9, 21, and 22 arguing that these responses were mistaken. RFA No. 3 requested HZL to admit that the contract attached to the RFA was a genuine copy of the contract, which HZL denied because it questioned the genuineness of the contract without the parties' signatures. RFA Nos. 7 and 8 requested HZL to admit they hired unlicensed contractors and were aware the subcontractors were unlicensed. HZL stated that it was unable to admit or deny this request because it lacks sufficient information or knowledge to respond but seeks to amend these responses since Defendant Hu testified that he hired unlicensed subcontractors and knew they were unlicensed. RFA No. 9 asked HZL to admit it was liable for any negligence arising out of the work performed by any unlicensed contractor who performed work on the property. RFA No. 21 asked HZL to admit that HZL is responsible for the work performed by the subcontractors it hired. HZL denied RFA No. 9 and stated that it lacks sufficient information or knowledge to respond to RFA No. 21. However, Defendant Hu testified that he is potentially liable for his contractor's work. Lastly, RFA No. 22 asks HZL to admit the home was not constructed in a good and workmanlike manner, which HZL denied. HZL claims that discussion with defense experts after the fact indicates that the response to No. 22 could be narrowed to avoid unnecessary litigation.

None of HZL's RFA responses at issue are admissions. The statutory language allows a party to "withdraw or amend *an admission* made in response to a request for admission." (C.C.P. § 2033.300(a).) The cases interpreting this statute also analyze party *admissions* in response to RFAs. (See *New Albertsons, Inc.*, *supra*, 168 Cal.App.4th at 1414–1416; *West Pueblo Partners, LLC v. Stone Brewing Co., LLC* (2023) 90 Cal.App.5th 1179, 1184; *Joyce v. Ford Motor Co.* (2011) 198 Cal.App.4th 1478, 1488–1490.) Therefore, Section 2033.300(a) is inapplicable to HZL's motion as it requests leave of the Court to amend RFA responses that were either denials or that it lacked sufficient information to respond, but were not admissions. The motion is **DENIED**.

C. Plaintiffs' Request for Sanctions is Denied

In their Opposition, Plaintiffs request sanctions of \$3,000 for HZL's misuse of the Discovery Act. The request is **DENIED**.

D. Conclusion

HZL's motion for leave to amend RFA responses is **DENIED** pursuant to C.C.P. section 2033.300.

Plaintiffs' 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).

3-4. 25CV04377, Proestos v. FCA US LLC

Defendant FCA US LLC ("FCA") and Defendant Cardinale Way Chrysler Dodge Jeep Ram Santa Rosa (the "Dealership") both move for Judgment on the Pleadings ("JOTP") to Plaintiff Nicholas Proestos' ("Plaintiff") Complaint. The Dealership's JOTP is **GRANTED with leave to amend** as to the Fifth Cause of Action pursuant to C.C.P. section 438(c)(1)(B)(ii). FCA's JOTP is **DENIED**.

Plaintiff shall file an amended complaint within 30 days of entry of an order on this motion in compliance with C.C.P. section 438(h)(2).

V. Procedural History

On or about September 11, 2022, Plaintiff entered into a warranty contract with FCA for a 2022 Dodge Ram 1500 (V.I.N. 1C6SRFRT7NN340830) (the "Vehicle"). (Complaint, ¶ 1.) Plaintiff claims that the vehicle was defective and showing signs of defect or nonconformities during the express warranty period including eTorque system defects, powertrain defects and electrical defects, among others. (Complaint, ¶¶ 12, 24–28.) Plaintiff asserts that FCA had an affirmative duty to promptly repurchase or replace the Vehicle to the terms of the express warranty after a reasonable number of repair attempts, but that FCA failed to promptly replace the Vehicle or make restitution. (Complaint, ¶¶ 15–16.) Plaintiff claims that FCA had knowledge that the eTorque system was defective before Plaintiff purchased the Vehicle and failed to inform Plaintiff. (Complaint, ¶ 29.) On August 24, 2025, Plaintiff filed his Complaint, alleging six causes of action, five of them were against FCA (violation of Civil Code §1793.2(D); violation of Civil Code §1793.2(B); violation of Civil Code §1793.2(A)(3); breach of implied warranty of merchantability, Civil Code §1791.1, §1794, §1795.5; and fraudulent inducement/concealment) and a sole cause of action against Dealership (negligent repair. FCA and the Dealership both move for judgment on the pleadings ("JOTP") on the Complaint.

VI. Governing Law

C. Standard at Judgment on the Pleadings

"A motion for judgment on the pleadings performs the same function as a general demurrer...." (*Cloud v. Northrop Grumman Corp.* (1998) 67 Cal.App.4th 995, 999.) "It is axiomatic that a demurrer lies only for defects appearing on the face of the pleadings." (*Harboring Villas Homeowners Assn. v. Superior Court* (1998) 63 Cal.App.4th 426, 429.) "The grounds for motion provided for in this section shall appear on the face of the challenged pleading or from any matter of which the court is required to take judicial notice." (C.C.P. § 438(d).) "A trial court's determination of a motion for judgment on the pleadings *accepts as true* the factual allegations

that the plaintiff makes.” (*Gerawan Farming, Inc. v. Lyons* (2000) 24 Cal. 4th 468, 515, emphasis added.) “In addition, it gives them a liberal construction.” (*Ibid.*)

D. Negligent Repair

“The elements of a cause of action for negligence are: duty; breach of duty; legal cause; and damages.” (*Friedman v. Merck & Co.* (2003) 107 Cal.App.4th 454, 463.) “Negligence is an unintentional tort, a failure to exercise the degree of care in a given situation that a reasonable man under similar circumstances would exercise to protect others from harm.” (*Donnelly v. Southern Pac. Co.* (1941) 18 Cal.2d 863, 869.) “Ordinarily, negligence may be pleaded in general terms and the plaintiff need not specify the precise act or omission alleged to constitute the breach of duty.” (*Lopez v. Southern Cal. Rapid Transit Dist.* (1985) 40 Cal.3d 780, 795.) “In the ordinary personal injury lawsuit, in which the complaint’s factual recitations show plainly the connection between cause and effect, it suffices to plead causation succinctly and generally.” (*Bockrath v. Aldrich Chemical Co., Inc.* (1999) 21 Cal.4th 71, 78.)

E. Fraud in the Inducement

“The elements of fraud, which give rise to the tort action for deceit, are (a) misrepresentation (false representation, concealment, or nondisclosure); (b) knowledge of falsity (or ‘scienter’); (c) intent to defraud, i.e., to induce reliance; (d) justifiable reliance; and (e) resulting damage.” (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 638; see also Civ. Code §§ 1571–1574.) Fraud may be accomplished through suppression of a fact by one who is bound to disclose it. (Civ. Code § 1710 (3).) “The required elements for fraudulent concealment are (1) concealment or suppression of a material fact; (2) by a defendant with a duty to disclose the fact; (3) the defendant intended to defraud the plaintiff by intentionally concealing or suppressing the fact; (4) the plaintiff was unaware of the fact and would have acted differently if the concealed or suppressed fact was known; and (5) plaintiff sustained damage as a result of the concealment or suppression of the material fact.” (*Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1, 40 [“*Rattagan*”].) “A duty to disclose a material fact can arise if (1) it is imposed by statute; (2) the defendant is acting as plaintiff’s fiduciary or is in some other confidential relationship with plaintiff that imposes a disclosure duty under the circumstances; (3) the material facts are known or accessible only to defendant, and defendant knows those facts are not known or reasonably discoverable by plaintiff (i.e., exclusive knowledge); (4) the defendant makes representations but fails to disclose other facts that materially qualify the facts disclosed or render the disclosure misleading (i.e., partial concealment); or (5) defendant actively conceals discovery of material fact from plaintiff (i.e., active concealment).” (*Ibid.*)

“‘[I]n California, fraud must be pled specifically; general and conclusory allegations do not suffice. [Citations.] ‘Thus ‘the policy of liberal construction of the pleadings ... will not ordinarily be invoked to sustain a pleading defective in any material respect.’ [Citation.] [¶] This particularity requirement necessitates pleading facts which ‘show how, when, where, to whom, and by what means the representations were tendered.’” (*Robinson Helicopter Co., Inc. v. Dana Corp.* (2004) 34 Cal.4th 979, 993.)

F. Economic Loss Doctrine

“The (economic loss rule) itself is deceptively easy to state: In general, there is no recovery in tort for negligently inflicted “purely economic losses,” meaning financial harm unaccompanied by physical or property damage. (*Sheen v. Wells Fargo Bank, N.A.* (2022) 12 Cal.5th 905, 922.) The economic loss rule “functions to bar claims in negligence for pure economic losses in deference to a contract between litigating parties.” (*Ibid.*) “[T]here is no liability in tort for economic loss caused by negligence in the performance or negotiation of a contract between the parties.” (*Id.* at 923, quoting Restatement 3d Torts, § 3.)

Affirmative intentional representations constituting fraud are not conduct which may be protected by the economic loss doctrine. (*Robinson Helicopter Co., Inc. v. Dana Corp.*, *supra*, 34 Cal.4th at 991–992.) “When evaluating whether the parties’ expectations and risk allocations bar tort recovery, the court must consider the alleged facts. First, applying standard contract principles, it must ascertain the full scope of the parties’ contractual agreement, including the rights created or reserved, the obligations assumed or declined, and the provided remedies for breach. Second, it must determine whether there is an independent tort duty to refrain from the alleged conduct. Third, if an independent duty exists, the court must consider whether the plaintiff can establish all elements of the tort independently of the rights and duties assumed by the parties under the contract.” (*Rattagan*, *supra*, 17 Cal.5th at 26.) Fraudulent concealment in an automobile sale is fraud in the formation of the contract sufficient that it falls outside the economic loss rule. (*Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828, 843 [“*Dhital*”].)

VII. Defendant Dealership’s JOTP

The sole cause of action raised in the Dealership’s JOTP is the Fifth Cause of Action for negligent repair alleged solely against the Dealership. The Dealership argues that this cause of action is barred by the economic loss rule since Plaintiff fails to allege a duty completely independent of the contract or intentional harmful conduct by the Dealership and also fails to allege any property damage other than the vehicle itself or personal injury. The Dealership also argues that the Fifth Cause of Action fails to plead damages. The Dealership served notice of the July 17th hearing on Plaintiff on April 9, 2026. Plaintiff has not opposed the Dealership’s JOTP but did oppose FCA’s JOTP.

Here, the Complaint alleges that Plaintiff delivered the Vehicle to the Dealership for substantial repair on at least one occasion. Dealership then breached its duties to Plaintiff which was a proximate cause of Plaintiff’s damages. (Complaint, ¶¶ 110–113.) The Court is not persuaded by the Dealership’s arguments related to damages because negligence may be pleaded generally, including the resulting injury and damages. (*Pultz v. Holgersen* (1986) 184 Cal.App.3d 1110, 1117; *Hoyem v. Manhattan Beach City Sch. Dist.* (1978) 22 Cal.3d 508, 514.) However, the Dealership presents a complete defense to the Fifth Cause of Action by arguing that the economic loss rule bars negligent repair claims, relying on *Sheen v. Wells Fargo Bank, N.A.* (2022) 12 Cal.5th 905, because the Complaint alleges that the negligent repair claim arises from the warranty and are not based on a duty arising outside of the warranty. While an argument could be made that the Dealership owed a duty to Plaintiff arising outside of the warranty or that

Plaintiff's recovery is not certainly precluded under the economic loss rule, Plaintiff fails to assert such allegations in the present complaint.

Moreover, Plaintiff's failure to oppose this motion may be categorized as a concession that he cannot state a claim for negligent repair against the Dealership. This conclusion is further supported by the fact that Plaintiff did oppose Defendant FCA's similar motion for judgment on the pleadings addressed concurrently herein. Nonetheless, the Court cannot unequivocally determine whether Plaintiff is conceding that it cannot state a claim for negligent repair against the Dealership. Consequently, the Dealership's JOTP is **GRANTED** to the Fifth Cause of Action pursuant to C.C.P. section 438(c)(1)(B)(ii). Leave to amend is **GRANTED** as there is some reasonable possibility that a party may cure the defect through amendment. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.)

VIII. Defendant FCA's JOTP

In FCA's JOTP, they challenge the Sixth Cause of Action for fraudulent inducement concealment. Defendant argues that the Complaint fails to allege fraudulent inducement with the required specificity and that fraudulent concealment is barred by the economic loss rule in *Rattagan*. Plaintiff contends that it has sufficiently alleged the elements of fraudulent inducement by concealment and that this claim is not barred by the economic loss rule under *Dhital*.

a. The Fraud Allegations in the Complaint are Pled with the Requisite Specificity

Defendant argues that the Complaint fails to allege the defect in Plaintiff's Vehicle. Defendant further argues that Plaintiff fails to allege facts to establish a duty to disclose because Plaintiff fails to plead (1) the requisite transactional relationship, (2) FCA had exclusive knowledge, and (3) FCA's active concealment.

1. Defect in Plaintiff's Vehicle

The Complaint alleges that Plaintiff purchased the Vehicle manufactured with FCA's defective eTorque system and the symptoms of this defect made Plaintiff's Vehicle substantially less drivable, safe, and useful. (Complaint, ¶ 24, 27–28.) Therefore, the Complaint sufficiently alleges Plaintiff's vehicle contained the eTorque defect.

2. Duty to Disclose

FCA argues that Plaintiff does not allege as many facts as were raised in *Dhital* including that the Dealership was an agent for FCA supporting the fact that Plaintiff's allegations are conclusory. There are five bases that trigger a duty to disclose under *Rattagan* and Plaintiff need only allege one basis. Plaintiff has alleged that he entered into a warranty contract with FCA for the Vehicle, creating a contractual relationship, which alone is sufficient. (Complaint, ¶ 7.) The Complaint further alleges that Plaintiff entered into a warranty with FCA on September 11, 2022, and that FCA knew the Vehicle contained eTorque system defects prior to Plaintiff acquiring the Vehicle, Defendant failed to disclose these defects to Plaintiff, FCA had had knowledge of these defects and the fact that they posed a safety risk, and Plaintiff's reliance on the non-disclosure

and damages. (Complaint, ¶¶ 27–28, 118–122.) Therefore, the allegations in the Complaint are pled with the requisite specificity and the JOTP is **DENIED**.

b. The Economic Loss Rule Does Not Apply to Fraudulent Inducement Concealment

FCA argues that the economic loss rule bars this cause of action. However, *Dhital* is binding authority and explicitly held that the economic loss rule did not bar the fraudulent inducement by concealment claim and these claims fall within an exception to the economic loss rule. (*Dhital*, *supra*, at 843.) In Reply, FCA does not address this recognized principle but instead distinguishes the facts in *Dhital* from the instant case to show that this cause of action was not sufficiently pled in the Complaint which is addressed above. Accordingly, the JOTP is **DENIED** as to the Sixth Cause of Action on the basis that it is barred by the economic loss rule.

IX. Conclusion

The Dealership's JOTP is **GRANTED with leave to amend** as to the Fifth Cause of Action pursuant to C.C.P. section 438(c)(1)(B)(ii). FCA's JOTP is **DENIED**.

Plaintiff shall file an amended complaint within 30 days of entry of an order on this motion in compliance with C.C.P. section 438(h)(2).

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).

5. 26CV02312, Citibank N.A. v. Gilardi

APPEARANCES REQUIRED BY ALL PARTIES INCLUDING THE PROCESS SERVER. Defendant Angela Gilardi and her two children, Eli Dennis and Bradley Dennis, are ORDERED to appear in person at 3:00 p.m. on July 17, 2026, in Department 19. Process Server, Bradley Routh, is ORDERED to appear but may appear via Zoom. Plaintiff Citibank N.A.'s counsel may appear via Zoom.

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