TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, August 19, 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. 24CV00227, Chavez v. Morgan Properties, Inc.

Pursuant to Code of Civil Procedure ("C.C.P.") section 1048(a), Defendant/Cross-Complainant Morgan Properties, Inc. ("Defendant") moves for an order staying all proceedings in this action, including the previously ordered contractual arbitration, until such time as claims are resolved in a related case entitled *Dibari v. Morgan* (24CV04060)("*Dibari*") in Department 19, or alternatively for consolidation.

The motion is **DENIED**. Defendant's objections to evidence are addressed below.

I. PROCEDURAL HISTORY

Plaintiff/Cross-Defendant Manuel Chavez ("Chavez") doing business as Bay Area Pro Painters was a subcontractor that contracted to "complete repairs done to interior drywall patches, exterior stucco patches, color changes, and last minute emergency repairs" at the Kerry Ranch Project located at 2181 Francisco Ave. and at the Marlow 44 Project located at 2199 Marlow Rd. in Santa Rosa, California (together the "Projects"). (Complaint, p. 3, ¶ BC-1.) Plaintiff alleges that he performed work for the Projects, but even though he made multiple attempts over months to obtain payment for the extra work performed, he was always told that they were "working on it." (*Id*. at p. 3, ¶ BC-2.) Plaintiff left the job due to the lack of payment. (*Ibid*.)

On January 18, 2024, Plaintiff brought this action for contract damages against Defendant, the real estate developer. (Motion, 2:2-10.) Defendant filed a Cross-Complaint against Plaintiff and then the parties engaged in discovery. (*Id*. at 2:11-13.)

On July 11, 2025, a group of homeowners who owned homes in Marlow Commons filed the separate *Dibari* lawsuit for construction defect damages against Daniel Morgan individually and also against Defendant. (*Id*. at 2:14-18.) Defendant and Mr. Morgan filed a Cross-Complaint in *Dibari* against various subcontractors, one of whom is Plaintiff doing business as Bay Area Pro Painters. (*Id*. at 2:21-25.)

Now, Defendant moves to stay, or to consolidate the two cases, whichever remedy the Court will deem most appropriate. (Motion, 3:2-15.) Plaintiff opposes the motion. The Court considers the parties' arguments and objections to evidence below.

II. OBJECTIONS TO EVIDENCE

Defendant's objections to various portions of Plaintiff's Opposition and to the Declaration of Dan R. Cortright are **OVERRULED**.

III. 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

Defendant requests that the motion for stay or consolidation be granted because Plaintiff's damages are for work done on the same project that is at issue in the *Dibari* matter. (Motion, 4:6-12.) Defendant claims that it needs to be determined via discovery whether Plaintiff was responsible in any way for the defects in the "stucco system" alleged in the *Dibari* matter, which overlaps with the work Plaintiff claims to have done on the Projects in this matter. (*Id*. at 4:13-20.) In order to avoid duplicative evidence or conflicting findings of fact or law, Defendant requests that this action be stayed to allow the *Dibari* matter to complete the pleadings and discovery stages to determine if Plaintiff's work is at issue in the *Dibari* matter. (*Id*. at 4:23-26, 5:1-3.) Alternatively, Defendant requests that if the pleadings and discovery in *Dibari* do implicate Plaintiff, then the two actions should be consolidated under the *Dibari* matter as the lead case. (*Id*. at 5:3-5.) Defendant agrees to stipulate that any statute of limitations as to bringing the matter to trial in this case be stayed pending resolution of the *Dibari* case. (*Id*. at 5:6-11.)

Opposition

Plaintiff requests the motion to be denied because: (1) Defendant did not establish a factual basis for stay outside of a speculation that there may be an overlap if Plaintiff is determined to be responsible for defects in the stucco system; (2) Plaintiff never installed the stucco system, but merely repainted repairs and patches already performed by others; and (3) the motion has not satisfactorily argued that consolidation is appropriate because the nature of the two actions are different as well as the claims involved. (Opposition, pp. 2-4.) Plaintiff argues that a stay would result in prejudice to Plaintiff because it would delay adjudicating claims seeking payment for work completed more than two years ago and Defendant would be unjustly rewarded for withholding payment even longer. (*Id*. at 4:17-27.)

Reply

Defendant argues in the Reply that a stay or consolidation would be appropriate because the two actions do arise from the same transaction, the same witnesses (such as Plaintiff, Defendant's represented, and Mr. Morgan) will testify, and consolidation would achieve judicial economy. (Reply, pp. 1-4.)

Application

The Court finds that Defendant's motion for stay or consolidation is premature and not appropriate at this juncture for the following reasons:

1. Though the claims in both actions arise from the same transaction, the claims in this matter and those in *Dibari* do not rest on entirely the same factual bases. Plaintiff's claims are relevant only to Defendant's nonpayment of repair and painting work done, rather than any claimed defects on the homes involved in the Projects. Defendant has not been able to state any factual basis yet that entangle Plaintiff's claims in this matter to the claims in *Dibari* such that there will be a risk of inconsistent rulings or judgments if the two matters are not consolidated or if a determination is first made in this matter on Plaintiff's claims.

2. The homeowners defect claims in *Dibari* for which Defendant could request Plaintiff to indemnify Defendant for damages potentially caused by Plaintiff stand separately from Plaintiff's claims regarding nonpayment.

3. Prejudice would result to Plaintiff, whose matter has already been pending for two years, and a stay or consolidation would further delay the Court's adjudication of Plaintiff's claims and Plaintiff's potential recovery of alleged payments owed for work performed.

IV. CONCLUSION

Based on the foregoing, the Court **DENIES** Defendant's motion. Plaintiff shall submit a written order on Defendant's motion to the Court consistent with this tentative ruling and in compliance with California Rules of Court, Rules 3.1312(a) and (b).

2. 24CV05603, Sugarman v. C.J. Fischer, LLC

Plaintiff Randy Sugarman's motion to strike Defendant CJ Fischer LLC's answer to the Complaint is **DENIED**, pursuant to California Code of Civil Procedure ("C.C.P.") sections 435 and 436. The Court **GRANTS** judicial notice of multiple court records indicated on Plaintiff's request, per California Evidence Code sections 452 and 453.

Plaintiff argues that Defendant has not been represented by counsel since February 17, 2026, and appeared at the May 14, 2026, Case Management Conference through a non-attorney member who confirmed that Defendant remained unrepresented even though a corporate Defendant is not permitted to appear self-represented. (Motion, 3:1-27, 4:1-9.) Previous counsel for Defendant filed the Answer to the Complaint on behalf of Defendant, but later filed a motion to withdraw as counsel, which the Court granted on March 19, 2026.

The court may upon a noticed motion or in its discretion strike out any irrelevant, false, or improper matter inserted in any pleading, or all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court. (C.C.P. §§ 435, 436.) Plaintiff requests the Court to strike the Answer per sections 435 and 436. As authority, Plaintiff cites *CDL Construction, Inc. v. City of San Ramon* (2004) 120 Cal.App.4th 1141, in which case the Court of Appeal held that a complaint filed by a self-represented corporation was void and null, but raised a curable defect. Ultimately, the Court of Appeal held that a corporation should not be foreclosed from going forward with its legal right to sue because of a defective complaint that can be readily and easily cured without prejudice to either its opponent or the court, and as a result, reversed and remanded the trial court's decision to dismiss without leave to amend, allowing the unrepresented corporation leave to file an amended complaint. (*CLD Constr., Inc. v. City of San Ramon* (2004)120 Cal. App. 4th 1141, 1152.)

Here, the Answer was filed through counsel, so the Court neither finds the Answer to be defective nor striking the answer warranted under C.C.P. sections 435 or 436. The Court also notes that Defendant has not improperly filed any unauthorized document with the Court since its previous counsel of record withdrew representation. However, the Court concludes that Defendant shall retain legal representation in order to appear in this matter further as it cannot defend itself unrepresented.

For the reasons stated above, the Court **DENIES** Plaintiff's motion. Plaintiff 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).

3. 24CV05839, Harris v. Sonoma Specialty Hospital, LLC

Heather Harris moves unopposed to be substituted as Plaintiff in this action as the successor-in-interest of Plaintiff and Decedent John Harris ("Decedent"). The motion is **GRANTED** pursuant to Code of Civil Procedure ("C.C.P.") section 377.31.

After the death of a person who commenced an action or proceeding, the decedent's personal representative or, if none, by the decedent's successor in interest can move for the court to allow them to continue a pending action or proceeding that does not abate. (C.C.P. § 377.31.)

Here, this action was brought by Decedent "by and through his Power of Attorney" Heather Harris, who is also Decedent's daughter, for causes of action for elder and dependent adult abuse, willful misconduct, and negligence against Decedent's care facility. (Complaint, ¶¶ 39-64.) Decedent passed on October 10, 2025, and as Ms. Harris cannot proceed in this matter solely as Decedent's power of attorney, she moves to be substituted in to continue the action as his successor-in-interest. There being no opposition or objection, the Court finds it appropriate to grant the motion so that the action may proceed. Unless oral argument is requested, the Court will sign the proposed order lodged with this motion.

4. 24CV06150, Citibank N.A. v. Ferreria

Plaintiff CitiBank, N.A.'s ("Plaintiff" or "CitiBank") 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 **$2,297.61** against Defendant Candice Ferreira ("Defendant") for the outstanding debt plus costs. Per Evidence Code sections 452 and 453, CitiBank's request for judicial notice of the party's Stipulated Agreement is **GRANTED**.

PROCEDURAL HISTORY

CitiBank brought this action against Defendant to collect payment on credit card debt owed on the account number ending in 7455. (Request for Judicial Notice, Exhibit B, ¶ 2.) The parties entered into a Stipulation Agreement pursuant to C.C.P. § 664.6 (the "Stipulation"), according to which Defendant agreed to pay CitiBank to satisfy the debt owed for $3,903.07 plus any court costs required to enforce the Stipulation less credit for payments made in good funds before the time of any default. (*Id*. at Exhibit B, ¶ 1.) Before defaulting, Defendant paid $2,189.07 on the debt owed. (Suman Decl., ¶ 6.) CitiBank provided Defendant with a 10-day written notice of the failure to make payment and of its intention to request the Court to enter judgment under the terms of the Stipulation. (Suman Decl., ¶ 5.) Defendant has not cured the default, so CitiBank now moves for entry of judgment under the Stipulation. Despite proper and timely service of the moving papers and notice of hearing date, Defendant did not oppose the motion.

ANALYSIS

Legal Standard

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.)

CitiBank's Motion

CitiBank moves unopposed to vacate the dismissal and moves to enter judgment per the Stipulation and section 664.6. (Motion, pp. 3-4.) CitiBank asks the Court to enter judgment in the amount of $2,297.61, which includes the principal sum remaining on the debt in the amount of $1,714.00 plus court costs in the sum of $583.61. (Suman Decl., ¶ 7; Memorandum of Costs dated May 18, 2026.) As mentioned, the motion is unopposed.

Application

CitiBank sufficiently demonstrated that the parties entered into a valid written and signed stipulated 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 requested against Defendant, for the remaining debt owed plus court costs in bringing this motion.

CONCLUSION

Accordingly, the motion is **GRANTED**. Judgment shall be entered in the amount of **$2,297.61** 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.

5. 24CV07346, Citibank N.A. v. Gardea

Plaintiff CitiBank, N.A.'s ("Plaintiff" or "CitiBank") unopposed motion to enter judgment pursuant to Code of Civil Procedure ("C.C.P.") section 664.6 is **GRANTED**. Judgment shall be entered in the amount of **$2,405.18** against Defendant Lois Gardea ("Defendant") for the outstanding debt plus costs. Per Evidence Code sections 452 and 453, CitiBank's request for judicial notice of the party's Stipulated Agreement is **GRANTED**.

PROCEDURAL HISTORY

The parties entered into a "Stipulation for (1) Entry of Judgment Upon Default and (2) Court Retention of Jurisdiction Under Code of Civil Procedure § 664.6" (the "Stipulation") according to which Defendant agreed to pay CitiBank to satisfy the debt owed on the account number ending in 4853. (Stipulation, 1:20-22.) The principal debt claimed on the Complaint was $3,949.16 and the Defendant agreed per the Stipulation to make payments up to $2,764.00. (*Id*. at ¶¶ 2-4.) If Defendant satisfied the payments, then CitiBank would dismiss the matter with prejudice. (*Id*. at ¶ 1.) However, if Defendant defaulted on the payments, then CitiBank could file a request for a judgment for the full amount of the debt remaining, less payments made under the Stipulation and plus costs incurred pursuant to written declaration submitted by CitiBank. (*Id*. at ¶ 7.) Defendant made payments totaling $1,840.00 per the Stipulation then defaulted. (Declaration of Counsel for Plaintiff, ¶ 5.) CitiBank provided Plaintiff with a 10-day written notice of the failure to make payment and of its intention to request that the Court enter judgment under the terms of the Stipulation. (*Id*. at ¶ 6.) Now, CitiBank moves for entry of judgment under the Stipulation. Defendant did not oppose the motion.

ANALYSIS

Legal Standard

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, 71 Cal.Rptr.2d 265.)

<u>CitiBank's Motion</u>

CitiBank moves unopposed for the Court to enter judgment per the Stipulation and section 664.6. (Motion, pp. 1-3.) CitiBank asks the Court to enter judgment in the amount of $2,405.18, which includes the principal sum of the debt ($3,949.16) less credits for payments made by Defendant ($1,840.00) in the amount of $2,109.16 plus court costs in the sum of $296.02. (Declaration of Counsel for Plaintiff, ¶ 8.) The Court notes that no memorandum of costs was filed by CitiBank.

<u>Application</u>

CitiBank produced a valid written and signed stipulation entered into by the parties, under which Defendant continues to owe debt 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 requested against Defendant, for the remaining debt owed plus court costs in bringing this motion.

<u>CONCLUSION</u>

Accordingly, the motion is **GRANTED**. Judgment shall be entered in the amount of **$2,405.18** 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.

<u>6. 25CV07933, De La Cruz v. American Honda Motor Co., Inc.</u>

Defendant American Honda Motor Co., Inc. ("Honda" or "Defendant") demurs to each cause of action asserted in Plaintiffs Felipe Mondragen De La Cruz and Elizabeth B. Barragan's ("Plaintiffs") First Amended Complaint ("FAC"). The Demurrer is **OVERRULED in part** as to the First Cause of Action for breach of express warranty under the Song-Beverly Consumer Warranty Act ("Song-Beverly") but **SUSTAINED without leave to amend** as to the Second Cause of Action for breach of implied warranty under Song-Beverly. Plaintiffs shall file and serve the Second Amended Complaint within 20 days of this Court's order.

Also, Honda's request for judicial notice of Plaintiffs' initial Complaint filed November 13, 2025, per Evidence Code sections 452 and 453 is granted.

<u>PROCEDURAL HISTORY</u>

On or about September 17, 2021, Plaintiff purchased a 2021 Honda Accord from dealer Hansel Honda with a new-vehicle express warranty covering all systems for the earlier of 3 years or 36,000 miles and certain "powertrain" components for the earlier of 5 years or 60,000 miles. (Complaint, ¶¶ 5-6.) Plaintiffs allege that within one year of purchase in mid-2022, Plaintiffs noticed that the Honda Accord's auto-stop feature was inoperable, so Plaintiffs sought warranty repairs from the dealer, but the servicing done did not repair the issue. (*Id*. at ¶ 9.) At various points from 2023 through 2025, Plaintiffs sought to get repairs from transmission or brake issues in their car, but the dealers were unable to duplicate the issues or repair them. (*Id*. at ¶¶ 10-12.)

Plaintiffs' FAC alleges two causes of action for breach of express warranty and implied warranty under the Song-Beverly Consumer Warranty Act against Honda. (Complaint, ¶¶ 13-20.) Honda previously demurred to the initial Complaint on the basis that Plaintiffs' Song-Beverly claim was time-barred by the four-year statute of limitations period set under California Commercial Code section 2725(2). Plaintiffs amended to add a second cause of action before the time the opposition to the demurrer was due, so the demurrer was mooted. Afterwards, the parties' counsels engaged in substantive meet and confer communications regarding the statute of limitations issue, but the issue has not been resolved.

Now, Honda demurs to the two Song-Beverly claims in the FAC on the same grounds. Plaintiffs oppose the demurrer and Honda submitted a reply to the opposition.

ANALYSIS

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).) At demurrer, all facts properly pleaded are treated as admitted, but contentions, deductions and conclusions of fact or law are disregarded. (*Serrano v. Priest* (1971) 5 Cal.3d 584, 591.) Similarly, opinions, speculation, or allegations contrary to law or facts which are judicially noticed are also disregarded. (*Coshow v. City of Escondido* (2005) 132 Cal.App.4th 687, 702.) Each evidentiary fact that might eventually form part of a party's proof does not need to be alleged. (*C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal.4th 861, 872.) Conclusory pleadings are permissible and appropriate where supported by properly pleaded facts. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.)

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.)

Honda's Demurrer

Statute of Limitations

Per Commercial Code section 2725(2), a claim for breach of warranty occurs "when tender of delivery is made, except that where a warranty explicitly extends to future performance of the goods and discovery of the breach must await the time of such performance, the cause of action accrues when the breach is or should have been discovered."

Honda argues that the four-year statute of limitations under Commercial Code section 2725 bars Plaintiffs' claim for breach of express and implied warranty under Song-Beverly. (Demurrer, pp. 6-8.) Plaintiff received the vehicle on or about September 17, 2021, but did not file the action until November 13, 2025, so Honda argues that the action is time-barred. (*Ibid*.)

Failure to State a Claim

Apart from being time-barred, Honda argues that the FAC fails to state facts to support essential elements for a breach of an express or implied warranty claim. (Demurrer, 8:17-20.) Honda argues that the FAC merely parrots portions of the statute rather than alleging a cognizable theory of liability, so the allegations in the FAC are not sufficient to constitute a claim for breach of express or implied warranty. (*Id*. at pp. 8-9.) Honda also argues that the FAC altered, omitted, or recharacterized facts that were affirmatively alleged in the original Complaint concerning the same repair visits that make Plaintiffs' allegations less clear. (*Id*. at pp. 10-11.)

<u>Plaintiffs' Opposition</u>

Plaintiffs argue that under the delayed discovery rule Plaintiffs' claims were brought well within the four-year statute of limitations because the defects were noticed in mid-2022 for the first time. (Opposition, pp. 4-6.) Plaintiffs note that Commercial Code section 2725(2) extends to future performance of the goods and discovery where a warranty explicitly states as such. (*Ibid*.) Otherwise Plaintiffs argue that the FAC states fact sufficient to constitute claims for breach of implied and express warranty, especially when the initial Complaint was amended to add further specificity to support Plaintiffs' claims, but request leave to amend if the Court should sustain the demurrer. (*Id*. at pp. 6-9.)

<u>Honda Reply</u>

Honda argues that the claim for breach of implied warranty is facially time-barred because an implied warranty does not explicitly extend to future performance of the goods. (Reply, pp. 2-3.) Honda emphasizes that the FAC does not allege facts that support that the future-performance exception applies. (*Id*. at pp. 3-4.)

<u>Application</u>

As alleged in the FAC, Honda's express warranty covered repairs to issues on all systems for the earlier of 3 years or 36,000 miles and certain "powertrain" components for the earlier of 5 years or 60,000 miles. The Court finds that this indicates an explicit express warranty extended to the future performance of the car up to 60,000 miles. Furthermore, Plaintiffs discovered their first issue in mid-2022, which is within four years of the filing of the action in November 2025. As such, the Demurrer is **OVERRULED** as to the First Cause of Action for breach for express warranty under Song-Beverly.

However, as argued by Honda, such extension to future performance of a good is not recognized by courts on a claim for breach of implied warranty. Plaintiffs clearly state the car was purchased in September of 2021, which is just outside of four-year statute of limitations under Commercial Code section 2725(2). The Court does not find that Plaintiffs have a reasonable possibility of curing this defect by amendment, so the Demurrer is **SUSTAINED without leave to amend** as to Plaintiffs' second claim for breach of implied warranty for this reason.

<u>CONCLUSION</u>

Based on the foregoing, Honda's Demurrer is **OVERRULED** as to the First Cause of Action and **SUSTAINED without leave to amend** as to the Second Cause of Action. Honda's request for judicial notice is **GRANTED**. The Second Amended Complaint shall be filed within 20 days of this Court's order. Honda 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(a) and (b).

7. MCV-258661, Looney v. Temory

Self-represented Plaintiff Gary Looney moves unopposed against self-represented Defendant Haamed Temory, individually and doing business as New York Deli, to appoint Landon McPherson as receiver to seize and sell Defendant's California Liquor License number 503783 to satisfy the $5,662.82 judgment entered August 16, 2022 (the "Judgment"). The unopposed motion is **GRANTED**, per California Code of Civil Procedure ("C.C.P.") section 564(b)(3).

Per C.C.P. section 564(b)(3), a court may appoint a receiver to carry out a judgment entered into effect. The receiver may enforce the judgment where the judgment creditor has shown that, considering the interests of both the judgment creditor and debtor, the appointment of a receiver will reasonably allow the fair and orderly satisfaction of the judgment. (C.C.P. § 708.620.) Specifically, a court can appoint a receiver to transfer the judgment debtor's interest in an alcoholic beverage license for the purpose of satisfying a judgment. (C.C.P. § 708.630.)

Plaintiff was unable to enforce this Court's Judgment, so moves to appoint Mr. McPherson as receiver to take possession of and, if necessary, sell Defendant's California Liquor License number 503783 to satisfy the outstanding Judgment. (Motion, pp. 2-5.) The license is not subject to any security interests except for obligations under California law. (*Id*. at 2:25-28.) Plaintiff provided sufficient notice of the motion's hearing. (See Proof of Service dated June 16, 2026.) Defendant has not opposed the motion.

Plaintiff has sufficiently shown that the appointment of Mr. McPherson as receiver is appropriate because Defendant has never responded to the complaint, to any post-judgment discovery requests even after this Court's order compelling responses, or to any of Plaintiff's efforts to enforce the judgment entered. (Motion, pp. 3-5.) Mr. McPherson is a consultant broker for CAL ABC License Services and specializes in the acquisition and sale of liquor licenses in California with over 15 years of experience in the field. (Motion, Exhibit F, McPherson Decl., ¶¶ 1-4.)

As Plaintiff has satisfied the minimum requirements for the appointment of a receiver, Plaintiff's unopposed motion is **GRANTED**. The Court appoints Landon McPherson as receiver to seize and sell Defendant's California Liquor License number 503783 to satisfy the $5,662.82 judgment entered August 16, 2022. Unless oral argument is requested, the Court will sign the proposed order lodged with the motion.

8. SCV-271342, Smith v. Smith

Defendant David Smith and Cross-Complainant Susanna Trasolini's motion to compel Plaintiff Mahara Smith's answers to Form Interrogatories, Set Two, and Special Interrogatories, Set Two, is **DENIED** per Code of Civil Procedure ("C.C.P.") section 2024.020(a).

Per section 2024.020(a), “any party shall be entitled as a matter of right… to have motions concerning discovery heard on or before the 15th day, before the date initially set for the trial of the action.” The motion was filed on June 23, 2026, and as indicated on the moving papers, trial was initially set for August 7, 2026. The discovery cut-off required the motion to be *heard* on the or before the date it was filed. Even though a judicial officer recused and the matter was specially set for a Court Trial on August 11, 2026, and later continued to August 25, 2026, the statute is unequivocal about the express deadline being set by “the date initially set for the trial of the action.”

Thus, the Court denies the motion as untimely. The moving parties 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).