TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, August 28, 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) 521-6602**, 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. 23CV02062, Looney v. On the Water LLC

On April 24, 2024, Plaintiff Gary E. Looney dba Collectronics of California ("Plaintiff") obtained a default judgment against Defendants On the Water LLC, dba The Tavern, and Shailesh Kubur (together as "Defendants") in the amount of $17,057.31.

This matter is on calendar for the motion by Plaintiff under Code of Civil Procedure (C.C.P.) section 473(a) to amend the judgment to correct the name as to Shailesh Kubur. No opposition has been filed.

Plaintiff Gary E. Looney's motion to amend the judgment entered on April 29, 2024 is **DENIED without prejudice.**

I. Factual and Procedural History

Plaintiff filed this limited civil collection action against "Shailesh Kubur, individually as personal guarantor of On the Water, LLC.," among others. The Complaint identifies the individual as "Shailesh Kubur" in the caption and in the body of the pleading. The proof of service, effectuated on January 22, 2024, likewise states that the summons and Complaint were served on “Shailesh Kubur, individually as personal guarantor of On the Water, LLC,” at 380 Beach Park Boulevard, Foster City, California.

On April 29, 2024, the Court entered a default judgment against Defendants in the amount of $17,057.31 (the “Judgment”). The Judgment identifies the judgment debtor as “Shailesh Kubur, individually as personal guarantor of On the Water, LLC.,” (“Defendant Shailesh”).

On June 2, 2026, Plaintiff filed the present motion seeking to amend the judgment to change the judgment debtor’s last name from “Kubur” to “Kuber.” Plaintiff’s moving papers rely specifically on Code of Civil Procedure section 473(a)(1) to request correction of the judgment only, not amendment of the Complaint, proof of service, request for default, or any other aspect of the record.

Plaintiff attests he inadvertently identified the Defendant and judgment debtor as “Shailesh Kubur, and that, after attempting to enforce the Judgment, Plaintiff learned the Judgment is “actually Shailesh Kuber.” (Plaintiff, Decl. ¶ 2.) Plaintiff relies on the Judgment, an Equifax credit report showing the same “Shailesh Kuber,” and property reports showing the same spelling. (Plaintiff, Decl. ¶ 2.) Plaintiff’s declaration repeats those assertions, but does not explain how the misspelling originated, and does not expressly state facts establishing that the person served as “Shailesh Kubur” is the same person Plaintiff now identifies as “Shailesh Kuber.”

II. <u>Governing Law</u>

Code of Civil Procedure section 473(a)(1) permits the Court, in furtherance of justice and on proper terms, to allow amendment of a pleading or proceeding by correcting a mistake. California courts generally apply a policy of liberality in allowing amendments where doing so permits resolution on the merits and does not prejudice the substantial rights of others. (*Board of Trustees v. Superior Court* (2007) 149 Cal.App.4th 1154, 1163.) However, Code of Civil Procedure section 473(a)(1), by its plain terms, does not provide a proper basis for modifying or correcting the language of an existing judgment. (See C.C.P. § 473(d).)

A basic principle of motion practice is that the moving party must specify for the court and the opposing party the grounds upon which the party seeks relief. Generally, the trial court may consider only the grounds stated in the notice of motion. (*Luri v. Greenwald* (2003) 107 Cal.App.4th 1119, 1125 (“*Luri*”); *Gonzales v. Superior Court* (1987) 189 Cal.App.3d 1542, 1545; *Silva v. Holland* (1888) 74 Cal. 530, 531.) The purpose of this requirement is to cause the moving party to “sufficiently define the issues for the information and attention of the adverse party and the court. (*Hernandez v. National Dairy Products* (1954) 126 Cal.App.2d. 490, 493.) However, the Court may overlook a defective statement of grounds when the supporting papers clearly discuss and support the omitted grounds, thereby giving the Court and opposing party fair notice of the basis for relief. (*Luri*, *supra*, 107 Cal.App.4th 1119 at 1126.)

After judgment, the court’s power to alter the judgment is more limited. Once a judgment has been entered, a trial court may correct clerical errors, or otherwise proceed only through proper statutory mechanisms. (*Rochin v. Pat Johnson Manufacturing Co.* (1998) 67 Cal.App.4th 1228, 1238.) A clerical error is distinguished from judicial error by whether the error was made in recording the judgment rendered, rather than in rendering the judgment itself. (*People v. Karaman* (1992) 4 Cal.4th 335, 345.) To distinguish a clerical error from judicial error, courts consider "whether the challenged portion of the judgment was entered inadvertently (which is clerical error) versus advertently (which might be judicial error but is not clerical error)." *Tokio Marine & Fire Ins. Corp. v. Western Pacific Roofing Corp.* (1999) 75 Cal.App.4th 110, 117—118 ("*Tokio*").) A court has inherent authority to correct clerical errors so that its records reflect the true facts, but it may not use that authority to modify the judgment or materially alter the parties' rights unless the record clearly demonstrates that the amendment corrects a clerical, rather than judicial, error. (*Johnson & Johnson v. Sup. Ct*. (1985) 38 Cal.3d 243, 256 ("*Johnson & Johnson*").)

Due process requires notice reasonably calculated, under all circumstances, to apprise interested parties of the action and afford them an opportunity to respond. (*Peralta v. Heights Med. Ctr. Inc*. (1988) U.S. 80, 84.) That requirement is especially important in the default judgment context because the defendant has not appeared, and the Court must rely on the record to determine whether the person to be bound by the judgment is the same person who received notice of the action. (See *Sakaguchi v. Sakaguchi* (2009) 173 Cal.App.4th 832, 860 [declining to set aside a default judgment where the record clearly identified the intended defendant despite a one-letter misspelling of his first name] ("*Sakaguchi*"); see also *Manson, Iver & York v. Black* (2009) 176 Cal.App.4th 36, 47 [holding that a default judgment may not be corrected after entry to substitute a different name absent a sufficient record establishing that the corrected name refers to the same person who was sued, served, and defaulted] ("*Black*").)

III. Analysis

A. *Plaintiff Has Not Established Relief Under Code of Civil Procedure Section 473(a)(1).*

Plaintiff moves under Code of Civil Procedure section 473(a)(1), which authorizes amendments to pleadings or proceedings, including correction of a party name. But Plaintiff seeks only to amend the final default judgment, which was entered more than two years ago, and not the Complaint, proof of service, request for default, or any other pleading or process in the record. The judgment simply reflects the same "Kubur" spelling appearing in the Complaint and corresponding proof of service. Code of Civil Procedure section 473(a)(1) does not, on its face, provide authority for the post-judgment amendment Plaintiff seeks here. Nor do Plaintiff's papers adequately invoke or establish a basis for relief under Code of Civil Procedure section 473(d). Although defective notice may be cured where supporting papers clearly identify and support the omitted ground, Plaintiff does not meaningfully address the requirements for post-judgment correction. (See *Luri*, *supra*, 107 Cal.App.4th 119 at 1126.) Even if construed under Code of Civil Procedure section 473(d), the motion fails for the reasons below.

B. *Plaintiff Has Not Shown a Clerical Error in the Judgment as Entered*.

The Court may correct clerical errors so the record reflects the judgment actually rendered but may not revise the substance of a judgment or alter rights under the guise of correction. (*Johnson*

& Johnson, *supra*, 38 Cal.3d 243 at 256.) The distinction turns on whether the error occurred in recording the judgment, not in rendering it. (*Tokio*, *supra*, 75 Cal.App.4th 110 at 117—118.)

Here, "Shailesh Kubur" appears in the Complaint, proof of service, request for default, and resulting Judgment. The Judgment therefore appears to reflect what Plaintiff requested: judgment against the defaulting defendant named in the pleadings and service documents—not a misrecording of a judgment directed against "Shailesh Kuber."

C. *The Evidentiary Showing Is Inadequate to Establish Identity and Notice.*

The principal basis for denial without prejudice is uncertainty as to identity and notice. Plaintiff seeks to amend a default judgment so it may be enforced against a person whose last name differs from the name used from the inception of the action. Because Defendant Shailesh did not appear, the Court must be satisfied that the corrected name identifies the same person who was sued, served, and given an opportunity to respond. That concern is heightened because Defendant Shailesh defaulted, and the record contains no appearance, answer, stipulation, or other confirmation that "Kubur" and "Kuber" are the same person.

Plaintiff's Declaration does not provide that evidentiary bridge. It states only that Plaintiff "became aware" the judgment debtor was incorrectly named and is "actually known as Shailesh Kuber." (Plaintiff Decl., ¶ 2.) While credit and property reports are attached, Plaintiff does not explain how the error occurred, identify the source of Plaintiff's personal knowledge, or authenticate the connection between those records and the person served. (Plaintiff Decl., ¶ 2.) Plaintiff does not provide any specific facts showing the person served on January 22, 2024 at 380 Beach Park Boulevard in Foster City, California as "Shailesh Kubur" is the same person as "Shailesh Kuber."

Sakaguchi and *Manson* frame the controlling distinction. In *Sakaguchi*, a single letter misspelling in the defendant's first name did not defeat jurisdiction because service was otherwise proper, the error was slight, and the record showed the defendant knew he was the person named, including through his own correspondence and stated intent to defend. (*Sakaguchi*, *supra*, 173 Cal.App. 852 at 861—862.) By contrast, *Manson* rejected a post-judgment amendment changing "Pamela Black" to "Paula Black" because the record did *not* establish that the two names referred to the same person, and the court could not make that determination on plaintiff's application alone. (*Black*, *supra*, 176 Cal.App.4th 36 at 45.)

Here, although the spelling different is similarly slight, Plaintiff has not supplied the key showing found persuasive in *Sakaguchi*: that the person served as "Shailesh Kubur" understood that he was the intended defendant and is the same person now identified as "Shailesh Kuber." Without that showing, the requested amendment risks substituting a different judgment debtor after default rather than correcting a known misnomer.

D. *The Unsigned Memorandum of Points & Authorities Is an Independent Procedural Defect*

Plaintiff's memorandum of points and authorities accompanying the instant motion appears unsigned. Although this is not the sole basis for denial, it is an additional procedural defect and may warrant striking or disregarding the memorandum under Code of Civil Procedure section 128.7 if not promptly corrected. Because the motion is substantively deficient, the Court denies it without prejudice rather than continuing the hearing solely to permit correction of the signature defect. Any renewed motion must be signed and otherwise comply with applicable procedural requirements.

IV. Conclusion

Plaintiff Gary E. Looney's motion to amend the judgment entered on April 29, 2024 is **DENIED without prejudice.**

Plaintiff shall submit a written order to the court consistent with this tentative ruling and in accordance with California Rules of Court, Rule 3.1312.

2. 25CV00200, Baldinger v. Carrington Mortgage Services, LLC

Defendants Carrington Mortgage Services, LLC and Compu-Link Corporation's demurrer to Plaintiff's Second Amended Complaint is **CONTINUED to Wednesday, September 16, 2026, at 3:00 p.m.** in Department 19.

3. 25CV05117, Belluomini v. A0690 Windsor LP

Plaintiff Brandon Belluomini's ("Plaintiff") Motion for Leave to File the First Amended and Supplemental Complaint ("FASC") is **DENIED without prejudice.**

I. Factual and Procedural History

This action arises from housing issues relating to Plaintiff's tenancy at a veteran housing property in Windsor, California allegedly co-owned and managed by Defendants A0690 Windsor LP, Nation's Finest, Buckingham Property Management, and Urban Housing Communities (together as "Defendants"). On August 7, 2025, Plaintiff filed his Complaint for damages asserting 11 causes of action against Defendants, including violation of the implied warranty of habitability and discrimination in violation of the California Fair Employment and Housing Act.

Defendants A0690 Windsor LP, Buckingham Property Management, and Urban Housing Communities answered the original Complaint on April 27, 2026. Defendant Nation's Finest ("Nation's Finest") demurred to all 11 causes of action on March 27, 2026. The parties thereafter engaged in meet-and-confer efforts regarding proposed amended pleadings. (Plaintiff Decl., ¶¶ 24—28; Schwartz Decl., ¶ 3; Mache Decl., ¶¶ 12—15.)

On July 7, 2026, Plaintiff filed the present motion seeking leave to file a First Amended Supplemental Complaint ("FASC"). Plaintiff's proposed FASC reduces the causes of action from 11 to 6, revises allegations previously plead, and adds allegations arising from events occurring after the original Complaint was filed. Nation's Finest filed an opposition on August

17, 2026, arguing Plaintiff's proposed FASC remains factually insufficient, that amendment would be futile, and that the motion is untimely and prejudicial because it would moot the pending demurrer. The answering Defendants do not oppose leave to amend, but request that the Court continue the hearing until after Nation's Finest's demurrer hearing, set for September 23, 2026.

On August 18, 2026, Plaintiff lodged a Revised Proposed First Amended and Supplemental Complaint ("RFASC") and supplemental declaration with further changes to the proposed FASC filed previously with the instant motion. Nation's Finest opposed the lodging as untimely and procedurally improper. Plaintiff thereafter filed a limited reply and declaration responding thereto.

Plaintiff's Motion for Leave to File a First Amended and Supplemental Complaint is set for hearing on August 28, 2026, in Department 19. No trial date has been assigned.

II. Governing Law

A. Amending Pleadings

The Code of Civil Procedure provides that a court "may in the furtherance of justice, and on any terms as may be proper" allow a party to amend any pleading to correct a mistake. (C.C.P. § 473(a)(1).) Likewise, the Court may, "in its discretion, after notice to the adverse party, allow, upon any terms as may be just, an amendment to any pleading or proceeding in other particulars". (C.C.P § 473(a)(1).) The general rule is "liberal allowance of amendments." (*Nestle v. Santa Monica* (1972) 6 Cal.3d 920, 939; see *Lincoln Property Co., Inc. v. Travelers Indemnity Co.* (2006) 137 Cal.App.4th 905, 916.) The "policy of great liberality" applies to amendments "at any stage of the proceedings, up to and including trial." (*Magpali v. Farmers Group* (1996) 48 Cal.App.4th 471, 487 ("*Magpali*").) "Absent a showing of prejudice to the adverse party, the rule of great liberality in allowing amendment of pleadings will prevail." (*Board of Trustees v. Superior Court* (2007) 149 Cal.App.4th 1154, 1163 ("*Board of Trustees*").)

Absent a showing of prejudice, delay alone is not a basis for denial of leave to amend. (*Higgins v. Del Faro* (1981) 123 Cal.App.3d 558, 563.) "(I)t is irrelevant that new legal theories are introduced as long as the proposed amendments relate to the same general set of facts." (*Kittredge Sports Co. v. Superior Court* (1989) 213 Cal.App.3d 1045, 1048 [internal citations omitted].)

> The cases on amending pleadings during trial suggest trial courts should be guided by two general principles: (1) whether facts or legal theories are being changed and (2) whether the opposing party will be prejudiced by the proposed amendment. Frequently, each principle represents a different side of the same coin: If new facts are being alleged, prejudice may easily result because of the inability of the other party to investigate the validity of the factual allegations while engaged in trial or to call rebuttal witnesses. If the same set of facts supports merely a different theory [then] no prejudice can result.

(McMillin v. Eare (2021) 70 Cal.App.5th 893, 910, quoting *City of Stanton v. Cox* (1989) 207 Cal.App.3d 1557, 1563.)

B. Supplementing Pleadings

A supplemental pleading is used to alleged facts *occurring after* the original pleading was filed. (C.C.P. §464(a)). Unlike an amended pleading, a supplemental pleading *does not supersede* the original pleading. Therefore, amendment of a complaint is not the proper procedure for adding allegations which have occurred after the filing of the initial complaint, rather such allegations should be added through a supplemental complaint under Code of Civil Procedure section 464. (*Hebert v. Los Angeles Raiders, Ltd.* (1991) 23 Cal.App.4th 414, 426.) In determining whether a complaint is an amended or supplemental complaint, the label is not determinative. The courts look to whether it raises claims *arising after* the original complaint was filed. (ITT Gilfillan, Inc. v. City of Los Angeles (1982) 136 CA3d 581, 588-589, 185 CR 848, 852; see also *Fix the City, Inc. v. City of Los Angeles* (2024) 100 CA5th 363, 377-378, 319 CR3d 119, 129). It is not proper for supplemental pleadings to allege new causes of action or defenses, rather the new facts must "supplement" the already alleged causes of action. (*Flood v. Simpson* (1975) 45 Cal.App.3d 644, 647.)

III. <u>Analysis</u>

The Court is not persuaded by Defendants' arguments that leave should be denied on the merits, based on futility, or because the proposed pleading would moot Nation's Finest's pending demurrer. Absent a showing where the proposed amendment would materially impair the opposing party's ability to litigate the case, California's strong policy favoring liberal amendment weighs in favor of granting leave to amend. (*Magpali*, *supra*, 48 Cal.App.4th 471 at 487; *Board of Trustees*, *supra*, 149 Cal. App.4th 1154 at 1163.)

Here, the difficulty instead is procedural. Plaintiff's proposed FASC seeks to concurrently introduce new allegations based on events occurring after the original complaint was filed, while amending the operative pleading by eliminating causes of action and revising allegations based on facts existing at the time of filing. (Plaintiff Decl., ¶¶ 11—16, 20—22.) While "[i]t is not what a paper is named, but what it is that fixes its character," where a proposed pleading combines revisions to facts existing before filing with new allegations arising from post-filing facts, it improperly conflates two legally distinct pleading vehicles. (*Parnham v. Parnham* (1939) 32 Cal.App.2d 93, 96; *Stack v. Welder* (1935) 3 Cal.2d 71, 76 ("*Stack*").)

Amendment and supplementation serve different procedural functions. An amended complaint is a reconstituted pleading that wholly supersedes and replaces the operative complaint, rendering it *functus officio* (of no further legal effect). (*Stack*, *supra*, 3 Cal.2d 71 at 76.) Conversely, a supplemental complaint does not supersede the operative pleading; rather, it exists alongside it to present new, post-filing facts to the court for adjudication in the same action. (C.C.P. § 464.) Accordingly, presenting the supplemental complaint as commingled with an amended complaint appears improper. A supplemental complaint is a separate pleading which should be capable of reference independent of an operative, amended complaint.

Plaintiff's lodged RFASC does not cure this procedural deficiency. Although the RFASC further revises or reorganizes the previously submitted FASC, it continues to combine amendments to preexisting allegations with supplemental allegations arising after the original Complaint in a single omnibus pleading. Moreover, the Court retains broad discretion to accept or reject late-filed papers. *(Rancho Mirage Country Club Homeowners Assn. v. Hazelbaker* (2016) 2 Cal.App.5th 252, 262.) A party who elects to proceed *in propia persona* is entitled to the same consideration afforded to other litigants and attorneys, but no greater consideration. (*Nelson v. Gaunt* (1981) 125 Cal.App.3d 623, 638—639.) Plaintiff is likewise subject to the same procedural rules and requirements that govern attorneys and other litigants.

IV. <u>Conclusion</u>

Based on the above, the Court finds that the motion is procedurally infirm. Given that the decision is not predicated on the merits, Plaintiff's Motion for Leave to File the First Amended and Supplemental Complaint is **DENIED without prejudice**.

Defendants' counsel shall prepare and serve a proposed order consistent with this tentative ruling and in accordance with California Rules of Court, Rule 3.1312.

4. <u>SCV-270227, Jackson v. Jaramillo</u>

Plaintiffs Andre Thomas (dismissed) and Darren Jackson ("Plaintiff") filed the complaint in this action against Jose Fernando Medina Jaramillo ("Jaramillo") Kannarr Elevator and Construction, Inc. ("KECI", together with Jaramillo, "Defendants") with causes arising out of alleged motor vehicle negligence (the "Complaint"). This matter is on calendar for Defendants' motion pursuant to Cal. Code Civ. Proc. ("CCP") § 664.6 to enforce settlement. The Motion is **GRANTED**.

I. <u>Underlying Facts</u>

This case originates from an injury from an auto accident. The parties participated in a settlement conference on January 16, 2026 before this Court. The parties eventually reached sufficient terms that they sought to memorialize those terms in an oral settlement before the Court. The Court's minutes and the hearing transcript reflect the following terms:

1. Defendants will pay $40,000 to settle Plaintiff's claims. Those funds are payable directly to the lienholder for Plaintiff's child support debts. They will be paid within 7 days.
2. Plaintiff will execute a Notice of settlement, and dismissal after payment of the funds.
3. The parties mutually waive Civil Code § 1542 and all other claims.
4. The Court retains jurisdiction to enforce the agreement under CCP § 664.6.

The parties agreed to terms, and the Court entered the agreement in the minutes, and retained jurisdiction under CCP § 664.6. The transcript has been submitted by Defendant.

II. <u>Governing Law</u>

CCP § 664.6(a) provides: "If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement." Like proving a contract, in order to have an enforceable agreement under CCP § 664.6, the moving party must show that there was mutual consent to common terms. *Bowers v. Raymond J. Lucia Companies, Inc.* (2012) 206 Cal.App.4th 724, 732-733. The statute empowers the Court to determine whether there actually was a settlement. *Fiore v. Alvord* (1985) 182 Cal.App.3d 561, 565. To be binding, the terms agreed to must be sufficiently definite for the court to give it exact meaning. *Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 811. The incorporation of documents by reference must show that there was a meeting of the minds regarding the terms of the incorporated documents. *Id*. at 814. Terms must be sufficiently definite, even those related to future agreements, that the court can enter an enforceable judgment thereon.

Where the terms of a settlement are disputed in a CCP § 664.6 motion, the court has the authority to adjudicate those disputes based on declarations or other evidence. *Malouf Bros. v. Dixon* (1991) 230 Cal.App.3d 280, 284. However, the court does not have the authority to modify the terms of the agreement. *Machado v. Myers* (2019) 39 Cal.App.5th 779, 795. Extrinsic evidence is admissible in ruling on a motion under CCP § 664.6. *Corkland v. Boscoe* (1984) 156 Cal.App.3d 989, 992. A court may rely on its own recollection in determining the terms of a settlement agreement which occurred orally before the court. *Richardson v. Richardson* (1986) 180 Cal.App.3d 91, 97.

III. Analysis

Defendants have moved to enforce the terms recited orally before the Court on January 16, 2026. Defendants argue that they are entitled to a judgment of dismissal, as Plaintiff refuses to sign the notice of settlement as agreed to orally before the Court.

Defendants have adequately proven the existence of an agreement. Each of the terms is clearly delineated within the transcripts, and reflected in the Court's minutes. The agreement occurred "orally before the court".

Defendants previously filed a motion to enforce the settlement agreement, which the Court denied on May 20, 2026 without prejudice to Defendants renewing the motion with evidence they made the lien payment required by the settlement. Defendants' current motion avers that the lien was paid on May 20, 2026. Defendants have attached evidence of the payment of $40,000 to the California State Disbursement Unit. As the Court previously noted, there are no other substantial conditions precedent as to Defendants. The remaining term is for Plaintiff to execute the dismissal of the matter.

The motion is therefore **GRANTED.** The Court will enter a judgment of dismissal, subject to the release under Civil Code § 1542 stipulated by the parties.

Defendant 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).

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