

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, September 23, 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.**

**ANY REQUESTS FOR ORAL ARGUMENT WILL BE HEARD
ON TUESDAY, OCTOBER 6TH, AT 3PM. THERE WILL BE
NO APPEARANCES ON WEDNESDAY, SEPTEMBER 30TH.**

**ANY REQUESTS FOR ORAL ARGUMENT ARE STILL
REQUIRED TO GIVE NOTICE BY 4PM TODAY, TUESDAY,
SEPTEMBER 29TH.**

1. 24CV05296, Fallis v. Loucks

Plaintiffs' counsel Calyn V. Hadlock and her firm Bibiyan Law Group, P.C.'s motion to be relieved as counsel due to a breakdown in the attorney-client relationship with Plaintiff Kathryn Mary Rottman is **GRANTED**, pursuant to Code of Civil Procedure section 284(2) and California Rules of Court, Rule 3.1362.

The Court previously continued this matter to allow counsel to correct inconsistencies in the

supporting declaration and file updated proofs of service. Counsel corrected the issues and gave notice of the hearing on September 4, 2026. (Amended Notice of Motion, Proof of Service, pp. 3-4; Counsel's Decl., ¶ 7.) No opposition or objection has been filed with the Court. The next hearing in this case is a Case Management Conference on Thursday, October 22, 2026, at 3:00 p.m. in Department 17. Unless oral argument is requested, the Court will sign the updated proposed order lodged with the Court on September 15, 2026.

2-3. 25CV01532, Luria v. Patterson

Defendant Lance Patterson's ("Patterson") Demurer to the Eighth Cause of Action for Intentional Infliction of Emotional Distress ("IIED") in Plaintiff Karen Luria's ("Luria") Third Amended Complaint ("SAC") is **SUSTAINED without leave to amend**. Patterson's Motion to Strike ("MTS") the Eighth Cause of Action from Plaintiff's TAC is **DENIED as moot** due to the sustaining of the Demurrer.

I. PROCEDURAL HISTORY

Luria's TAC alleges various employment claims and labor code violations against named defendants. Luria alleges that she is the founder of Juice Beauty and served as its CEO for approximately 19 years. (TAC, ¶¶ 14-15.) Luria named Patterson a defendant as another one of Juice Beauty's former CEO. (*Id.* at ¶ 4.)

Luria alleges that in 2023, Invus began to search for a new CEO for Juice Beauty and replaced her with Lance Patterson, who Luria alleges was directed by Invus to "push out" and "get rid of" her as the CEO, the circumstances of which give rise to Luria's discrimination and employment claims. (*Id.* at ¶¶ 18-54.) Luria asserts the Eighth Cause of Action for Intentional Infliction of Emotional Distress ("IIED") against all defendants, including Patterson. (*Id.* at ¶¶ 111-115.) Previously, Patterson filed a Demurrer against this claim in the Second Amended Complaint, which the Court sustained with leave to amend while also denying the concurrently filed Motion to Strike the claim due to the sustaining of the Demurrer. (See Order dated June 11, 2026.)

Patterson now demurs to and moves to strike the same IIED claim in the TAC. (Demurrer, 1:19-26; Amended Notice of Motion to Strike, 1:25-27, 2:1-2.) Despite meeting and conferring, the parties have been unable to resolve the issues raised in the Demurrer. Luria opposes both motions, to which oppositions Patterson replied.

II. PATTERSON'S DEMURRER & MOTION TO STRIKE

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).) 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 judicially noticed facts 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, but the distinction between conclusions of law and ultimate facts is not at all clear and involves at most a matter of degree. (*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. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) The burden of proving that there is a reasonable possibility to cure the defect is squarely on the party that filed the pleading, but if that burden is met and leave to amend is not granted, then that constitutes an abuse of discretion by the trial court. (*Ibid.*)

Motion to Strike

The court may, "upon a motion made pursuant to Section 435, or at any time in its discretion, and upon terms it deems proper: (a) Strike out any irrelevant, false, or improper matter inserted in any pleading. (b) Strike out 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.) Any party may serve and file a notice of motion to strike the whole or any part of a pleading within the time allowed to respond to the pleading, within the notice specifying the hearing date on a motion to strike the complaint. (*Id.* at § 435(a)-(b).) Where the defect subject to the motion to strike is capable of cure, the court should allow leave to amend. (*Vaccaro v. Kaiman* (1998) 63 Cal.App.4th 761.)

Intentional Infliction of Emotional Distress (IIED)

To plead a cause of action for intentional infliction of emotional distress, a plaintiff must allege that there is "(1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff's suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant's outrageous conduct." (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1050–1051.) Plaintiff may show that the defendant intended conduct to inflict injury or realized injury would result by conduct that is "outrageous" and "so extreme as to exceed all bounds of that usually tolerated in a civilized community." (*Ibid.*)

Analysis

Luria's Eighth Cause of Action for IIED alleged against all defendants states that all defendants acting on their own or through their agents and employees engaged in acts that were deliberately and intentionally meant to cause Luria severe emotional distress. (TAC, ¶¶ 111-115.) Luria alleges that Patterson engaged in conduct including but not limited to being hostile and belligerent towards her, verbally accosting her for being upset by Patterson's own behavior, telling her to "stay in her lane" and not direct her subordinate to do job tasks that fell into Luria's new role with the company, saying "out

with the old” when referring to terminating five older women at the company, and repeatedly dismissing Luria’s researched opinions on patented technology and branding deals. (*Id.* at ¶¶ 20-29.)

Patterson argues that Plaintiff failed to allege facts sufficient to support individual liability against Patterson because Plaintiff’s claim is based on workplace conduct such as personnel management, exclusion from meetings, and performance criticisms, which cannot support a claim for IIED against Patterson in his individual capacity outside of any employer-specific statutory and contractual duties Patterson had. (Demurrer, pp. 5-6.) Patterson claims that even if the Court were to accept as true the conduct that has been alleged in the TAC, that conduct would not give rise to an IIED claim because it was not conduct so extreme to exceed all bounds ordinarily tolerated in a civilized community. (*Ibid.*)

Luria argues in the Oppositions to the Demurrer and Motion to Strike that the claim for IIED is adequately pleaded because Patterson’s conduct was “prolonged and severe” which if taken as true describe more than just workplace friction. (Opposition to Demurrer, 4:20-27.) Citing *Alcorn v. Anbro Engineering, Inc.* (1970) 2 Cal.3d 493, Luria argues that the California Supreme Court has recognized that conduct occurring in the employment setting may support an IIED claim where the employer’s conduct is sufficiently outrageous such as when a supervisor makes discriminatory comments and abuses their position of authority. (Opposition to Demurrer, 6:13-21.) In that case, the discriminatory comments at issue were highly offensive racial slurs, while Luria argues here that Patterson saying “out with the old” when announcing that he was terminating five older women was discriminatory and retaliatory. (Opposition to Motion to Strike, 4:3-11.)

As Patterson did in the motions, in the Reply he relies again on *Janken v. GM Hughes Electronics* (1996) 46 Cal.App.4th 55, in which case the Court of Appeal held that personnel management actions would only be unlawful if motivated by prohibited discriminatory considerations. Thus, the Reply argues that the TAC does not allege extreme and outrageous conduct by Patterson. (Reply, pp. 2-4.)

Application

The Court finds that the facts alleged in the TAC are overall more analogous to the *Janken* case than the *Alcorn* case. While Patterson’s “out with the old” comment could possibly be construed as having some prohibited discriminatory consideration that goes beyond ordinary personnel management actions, the Court does not find the conduct to be so extreme to exceed all bounds ordinarily tolerated in a civilized community as the racial slurs at issue in the *Alcorn* matter were. The majority of Patterson’s misconduct alleged in the TAC can be construed as personnel management.

As such, the Court will **SUSTAIN without leave to amend** as Luria has had the opportunity to cure the defects raised against the IIED claim as to Patterson and has been unsuccessful. As the Demurrer is sustained without leave to amend as to the IIED claim against Patterson, the Motion to Strike is **DENIED as moot**.

III. CONCLUSION

Based on the foregoing, Patterson’s Demurer to the Eighth Cause of Action for Intentional

Infliction of Emotional is **SUSTAINED without leave to amend** and Patterson's Motion to Strike the Eighth Cause of Action for Intentional Infliction of Emotional Distress is **DENIED as moot** due to the sustaining of the Demurrer.

Patterson shall submit a written order on the motions consistent with the Court's tentative ruling and in compliance with California Rules of Court, Rules 3.1312(a) and (b).

4. 25CV01889, May Can v. America Honda Motor Co., Inc.

Plaintiff Maria Elena May Can's ("Plaintiff") motion for attorney's fees and costs is **GRANTED** for the reduced amount of **\$60,996** for fees only against Defendant American Honda Motor Co., Inc. ("Honda" or "Defendant").

I. PROCEDURAL HISTORY

Plaintiff brought this action against Honda for claims brought under the Song-Beverly Consumer Warranty Act (the "Act") regarding Plaintiff's 2021 Acura RDX based on Honda's alleged breach of warranty obligations. (Motion, 2:10-14.) The parties engaged in discovery, investigation, and motion practice, after which they settled their claims via a Code of Civil Procedure ("C.C.P.") section 998 Offer to Compromise, under which the parties agreed that Plaintiff's fees would be decided by the Court per a noticed motion. (*Id.* at 2:14-19.) Plaintiff, as the prevailing party, now moves for fees and costs under the parties' C.C.P. section 998 Offer to Compromise and under Civil Code section 1794(d). (*Id.* at 2:19-23.) Honda filed an Opposition, to which Plaintiff submitted a Reply. The Court now considers the parties' arguments.

II. ANALYSIS

Legal Standard

Attorney's Fees

Under Code of Civil Procedure section 1032, attorney's fees are an allowable cost when authorized by contract, statute, or law. (C.C.P. § 1033.5(a)(10)(B).) In general, the "prevailing party" is entitled as a matter of right to recover costs of suit in any action or proceeding. (*Santisas v. Goodin* (1998) 17 Cal.4th 599, 606.)

Fees Under Song-Beverly Consumer Warranty Act

Per Civil Code section 1794(d), if the buyer prevails, they may recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees based on actual time expended, determined by the court to have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action.

Plaintiff's Fees Motion

Per Civil Code section 1794(d) and the parties' Offer to Compromise, Plaintiff requests fees and costs totaling \$77,236.64, which amount includes:

1. \$50,830.00 for fees incurred at a lodestar calculated rate of \$650.00 per hour by the Hendrickson Law Group, PC for 75.7 hours of work plus an anticipated 2.5 hours to be spent on preparing a reply brief. (Hendrickson Decl., ¶ 8.)
2. Multiplier enhancement of 1.5 arguing that more inherent risk was involved in this matter taken upon a contingency fee basis by Plaintiff's counsel and there was significant time involved in litigating the case. (Motion, pp. 5-7.)
3. \$991.64 in costs and expenses. (Hendrickson Decl., ¶ 12.)

Opposition

Defendant requests that the Court deny the request for fees in the following ways:

1. That the Court reduce the base fee rate to \$450.00 per hour and only award \$31,280.00. (Opposition, pp. 7-9.)
2. That the Court not award the requested multiplier because this matter did not involve novel, complex, or difficult questions. (*Id.* at pp. 9-10.)

Reply

The Reply finds issue with the Opposition because it was filed two days late. Otherwise, Plaintiff mainly reaffirms the arguments made in the Motion.

Application

Plaintiff is entitled to fees and costs per Civil Code section 1794(d), C.C.P. sections 1032 and 1033.5, as the prevailing party of this action for the purposes of a fees motion after the parties' agreement to compromise under C.C.P. section 998. The Court finds the hours expended on the case to not be excessive and the lodestar rate to be reasonable based on Plaintiff's counsel's experience.

Plaintiff seeks a multiplier of 1.5 in this case. In considering whether to apply a multiplier, the Court should not consider factors which are already included in the lodestar amount, such as extraordinary skill and the difficulty of the question involved. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138-1139.) Defendant argues against a multiplier, primarily because of the lack of complexity to the case and "the near certainty of prevailing on the merits." The Court is not persuaded by Defendant's rationale and elects to apply a multiplier, though at a lower rate than requested. As stated in *Ketchum*, using its discretion the

court may adjust the lodestar rate based on several factors including also the extent to which the case precluded other employment and the contingent nature of the fee agreement. (*Id.*, at p. 1132.) The Court does acknowledge that in this case, and in part because of the especially small nature of the firm, accepting this case meant having to turn away other clients. Similarly, the case was taken on a contingent basis, exposing the firm to the risk of no fees in the event of a loss. The Court notes that on occasion a higher multiplier may be appropriate, but in this instance, the case was litigated without motion practice and proceeded relatively smoothly to trial. For these reasons, the Court will apply a multiplier of 1.2 to the base fees requested in the motion.

Additionally, Plaintiff failed to file a required Memorandum of Costs to support the claim for costs under California Rules of Court, Rule 3.1700. As such, the Court will deny the costs.

In the Court's discretion, Plaintiff's motion is granted only for \$63,537.50.

III. CONCLUSION

In the Court's discretion, Plaintiff's motion is **GRANTED** for the reduced amount of **\$60,996** for fees only. Plaintiff 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(a) and (b).

5. 25CV03897, De Dios Hernandez v. Spaletta Ranch Corporation

Defendant Clover-Stornetta Farms, LLC's ("Clover") motion to compel Plaintiff Juan De Dios Hernandez's further responses to Requests for Admissions, Set One, and Form Interrogatory No. 217.1, Set One, is **GRANTED** in its entirety along with the sanctions requested.

I. PROCEDURAL HISTORY

Plaintiff brought this action against Clover alleging that Clover was Plaintiff's employer and engaged in discrimination, harassment, retaliation, failure to accommodate, failure to engage in the interactive process, and constructive termination against Plaintiff. (Amended Memorandum of Points and Authorities ["MPA"], 4:3-15.) Clover's position is that Clover never hired, paid, scheduled, supervised, or terminated Plaintiff, but Plaintiff continues to contend that there was an employment relationship between Plaintiff and Clover. (*Ibid.*)

In order to evaluate Plaintiff's claim that there was an employment relationship, Clover served a narrow set of Requests for Admissions, Set One, requesting Plaintiff to admit or deny basic facts about Plaintiff's working life. (MPA, 4:15-20.) Plaintiff served boilerplate objection-only responses arguing that there was insufficient information to enable Plaintiff to admit or deny the requests. (See generally, Amended Separate Statement; Rahman Decl., ¶ 6, Exhibits F-G.) After a meet and confer, Plaintiff served amended responses. (Rahman Decl., ¶¶ 7-8, Exhibits I-K.) Finding these deficient, Clover's counsel met and conferred further with Plaintiff's counsel, but there were no further amended responses served. (*Id.* at ¶¶ 10-11, Exhibit M.)

Now, Clover moves to compel further response to Requests for Admission, Set One, Nos. 1 through 9, 15, and 16, and to Form Interrogatory No. 217.1. (Amended Notice of Motion, 2:3-11.) Plaintiff opposes the motion and Clover filed a reply.

II. ANALYSIS

Legal Standard

Further Responses to Requests for Admissions

A party requesting admissions may move for an order compelling a further response if that party deems that either or both of the following apply: (1) an answer is evasive or incomplete; or (2) an objection is without merit or too general. (C.C.P. § 2033.290(a).) Parties must submit a meet and confer declaration under C.C.P. section 2016.040 when bringing a motion to compel further responses to a request for admissions. (C.C.P. § 2033.290(b)(1).) Monetary sanctions shall be imposed against a party who unsuccessfully makes or opposes a motion to compel further responses, unless the court finds that the party acted with substantial justification or that other circumstances would make the imposition of the sanction unjust. (C.C.P. § 2033.290(d).)

Further Responses to Interrogatories

A propounding party may move to compel a further response to an interrogatory if: “(1) An answer to a particular interrogatory is evasive or incomplete. (2) An exercise of the option to produce documents under Section 2030.230 is unwarranted or the required specification of those documents is inadequate. (3) An objection to an interrogatory is without merit or too general.” (C.C.P. § 2030.300(a).) The motion to compel must be accompanied by a meet and confer declaration showing a reasonable and good faith attempt at an informal resolution of each issue presented by the motion. (C.C.P. §§ 2016.040, 2030.300(b)(1).) The court shall impose a monetary sanction against any party who unsuccessfully makes or opposes a motion to compel a further response to interrogatories, unless the court finds that the sanctionable party acted with substantial justification or that other circumstances make it unjust to impose sanctions. (C.C.P. § 2030.300(d).)

Clover’s Motion to Compel

Clover seeks to compel further responses to Nos. 1 through 9, 15, and 16 of the RFAs and Form Interrogatory No. 217.1 arguing that Plaintiff’s responses are evasive and not genuinely due to lack of information and the objections are inapplicable. (MPA, pp. 11-15.)

Clover requests monetary sanctions totaling \$8,287.66, which includes:

1. Counsel Guillen’s incurred fees of \$5,390.00 for 9 hours and 42 minutes spent preparing the July 20, 2026 meet and confer letter to Plaintiff’s counsel and 9 hours and 54 minutes spent in

preparing the Notice and Memorandum of Points and Authorities for this Motion at a rate of \$275.00 per hour. (Guillen Decl., ¶¶ 5-7.)

2. Counsel Rana's incurred fees of \$412.50 (erroneously stated as \$415.50 in counsel's declaration) for 1.5 hours preparing Clover's April 14, 2026 meet and confer letter to Plaintiff's counsel. (Rahman Decl., ¶¶ 12-14.)
3. Counsel Rahman's incurred fees of \$2,299.16 for approximately 7.19 hours of work on reviewing the meet and confers and this Motion. (Rahman Decl., ¶¶ 15-17.)
4. Filing costs of \$186.00. (Rahman Decl., ¶ 18.)

Opposition

The Opposition only offers that supplemental responses were provided on the same day the Opposition was submitted and details these responses. (Opposition, pp. 2-5.) The Opposition stated issues with the original hearing date on the motion, which did not comply with statutory guidelines, but the Court continued the motion to resolve these issues. (*Id.* at pp. 4-7.) Plaintiff also argues that the Motion was prematurely brought even before the deadline in the meet-and-confer letter for the time to provide further responses. (*Id.* at pp. 7-8.) Alternatively, the Opposition argues that the responses are code-compliant invoking a "safe harbor" as a protective measure and requests the Court deny the Motion and sanctions requested. (*Id.* at pp. 8-12.)

Reply

The Reply notes that Plaintiff failed to respond to Clover's separate statement and argues that the "safe harbor" rule Plaintiff invokes is not applicable to this motion, because that rule only applies when a party fails to serve a timely response and faces a motion to deem matters admitted. (Reply, pp. 4-5.)

Application

The Court finds that the Motion was warranted because the responses were evasive, incomplete, and did not otherwise provide the information requested. While section 2033.220(b)(3) allows a party to specify so much of the matter involved in the request as to the truth of which the responding party lack sufficient information or knowledge, responding party is still required to admit or deny so much of the matter that is true or untrue. Plaintiff altogether failed to admit or deny on the basis that sufficient information is currently unavailable to admit the matter, which the Court finds to be evasive. Furthermore, Clover gave Plaintiff multiple opportunities to amend the responses before this Motion was brought and Plaintiff still failed to amend to resolve the issues.

As such, the Court will grant the Motion in its entirety as well as sanctions requested.

III. CONCLUSION

Based on the forgoing, the motion is **GRANTED** in its entirety. Plaintiffs shall serve further responses to the discovery requests identified in this Motion within 20 days of this Court's order. Unless oral argument is requested, the Court will sign the proposed order lodged with the Court on August 19, 2026.

6. 26CV00285, Anderson v. Allstate Insurance Company

Petitioners Elisha and Kim Anderson's Petition to Compel UIM Arbitration is **DENIED in part as moot** as all parties have agreed to submit their claims to arbitration and no party refused. Allstate's evidentiary objections to page 8, lines 13-14, and Exhibit 14 of the Petition are **SUSTAINED**, per Evidence Code section 1152.

However, the Court **GRANTS in part** Petitioners' request to appoint an arbitrator. The hearing on this Petition is therefore **CONTINUED** to October 28, 2026, at 3:00 P.M. in Department 17 to allow the parties sufficient time to meet and confer to decide on an arbitrator. If the parties notify the Court before the next hearing date that an arbitrator has been decided on, the Court will vacate the next hearing date. However, if the parties should remain unable to choose, they shall submit a joint list proposing five arbitrators to the Court at least five court days prior to the next hearing date from which list the Court will choose and appoint an arbitrator.

7. SCV-271677, Sanchez v. United Services Automobile Association

The unopposed application of Michael D. Mulvaney, Esq. to appear *pro hac vice* on behalf of Defendant United Services Automobile Association is **GRANTED** pursuant to California Rules of Court, Rule 9.40(b). Counsel for Defendant shall submit a written order on the motion consistent with the Court's tentative ruling and in compliance with California Rules of Court, Rules 3.1312(a) and (b).