SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 03/10/26 TIME: 1:30 P.M. DEPT: A CASE NO: CV2200992

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER: CLERK: CAMILO IBARRA

PLAINTIFF: ONE SILVER SERVE, INC. vs. DEFENDANT: COLORADO STRUCTURES INC., ET AL	

NATURE OF PROCEEDINGS: MOTION – SEVERE/BIFURCATE

RULING

The motion of Monahan Parker, Inc. and 1201 Fifth Avenue LLC ("Owners") to bifurcate is granted to the extent Owners seek a separate trial on insurance policy interpretation issues.

Background

This action involves a construction project known as the AC Marriott Hotel in San Rafael (the "Project"), where defendant CSI Construction Co. ("CSI") served as the prime contractor. CSI entered into subcontracts with various subcontractors.

A major storm caused substantial water damage during the Project, and Owners allegedly refused to pay for the remediation work, leading to the filing of the initial complaint on April 11, 2022, by One Silver Serve, Inc. ("OSS").

Numerous cross-complaints have been filed. In addition to asserting claims against those involved in the Project's design and construction, Owners have alleged claims against insurers Gotham Insurance Company, Old Republic Union Insurance Company, QBE Specialty Insurance Company, and Hiscox, Inc. ("Insurers") and brokers Marovich, O'Shea & Coughlan Insurance Services, Inc. and Symphony Insurance Services, Inc. ("Brokers"). As against Insurers, Owners' second amended cross-complaint includes causes of action for breach of contract, declaratory relief, bad faith, and unfair business practices. As against Brokers, Owners' second amended cross-complaint includes causes of action for negligence, breach of contract, and negligent misrepresentation.

On November 14, 2023, the Court heard Insurers' and Brokers' motions for severance. Owners opposed both motions. By order entered November 17, 2023, the Court denied the motions without prejudice to any party's ability to bring a timely motion to bifurcate.

At present, Owners seek an order bifurcating trial and scheduling a first phase bench trial of certain issues related to Owners' claims against Insurers and Brokers.

Legal Standard

"The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any cause of action, including a cause of action asserted in a cross-complaint, or of any separate issue or of any number of causes of action or issues, preserving the right of trial by jury required by the Constitution or a statute of this state or of the United States." (Code Civ. Proc., § 1048, subd. (b); see also § 598.) "... The discretion granted to the court [by section 1048, subdivision (b)] must necessarily be broad and will not be interfered with on appeal, except for an abuse thereof. ..." (*National Elec. Supply Co.* v. *Mt. Diablo Unified School Dist.* (1960) 187 Cal.App.2d 418, 421.)

Discussion

"... The interpretation of an insurance policy is a question of law for the court." (*Sequeira* v. *Lincoln National Life Ins. Co.* (2015) 239 Cal.App.4th 1438, 1445, citation omitted.) The Court finds that a separate trial of such issues will be "conducive to expedition and economy" since the issues are separate and distinct from the construction and design aspects of the case.

There are other issues, however, that require a jury and a separate trial on jury issues is not appropriate. As Owners themselves state in their reply brief, "[t]he insurance coverage and Broker liability issues are *almost* entirely distinct from the issues that the construction and design aspects of this case present" and "[l]ong ago, the Court correctly recognized that there are certain *overlapping issues* between the insurance dispute and the construction dispute." (Italics added.) These not "entirely distinct" and "overlapping" issues would have to be tried twice. The Court's order is without prejudice to later consideration of whether further bifurcation is warranted.

Trickey v. *Superior Court* (1967) 252 Cal.App.2d 650 does not support Brokers' argument that all parties must complete discovery before the Court can consider bifurcating. The appellate court stated that "[c]ompletion of discovery before the pretrial conference is fundamental to the success of a pretrial system." (*Id.* at 654.) Under section 598, the court must issue its order "no later than the close of pretrial conference," which shows that the court can issue the order earlier than that. Additionally, there is no conceivable reason why parties whose claims have nothing to do with the policy interpretation issues would need to complete discovery before the court can bifurcate and determine those issues.

The parties shall appear to set a date for an Issue Conference and a bench trial on insurance policy interpretation issues.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in

accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

The Zoom appearance information for March, 2026 is as follows:
https://marin-courts-ca-gov.zoomgov.com/j/1605267272?pwd=908CbP6TV2mhCAyai1nzo6lyz2dKaw.1

Meeting ID: 160 526 7272
Passcode: 026935

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 03/10/26 TIME: 1:30 P.M. DEPT: A CASE NO: CV2203169

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER: CLERK: CAMILO IBARRA

PLAINTIFF: TOVA SLOAN vs. DEFENDANT: AMERICAN HONDA MOTOR CO., INC.	

NATURE OF PROCEEDINGS: MOTION – ATTORNEY'S FEES

RULING

Plaintiff's motion for attorney's fees and costs is **granted in part and denied in part**. Plaintiff is awarded **$51,411.15** in attorney's fees and $14,441.12 in costs and expenses.

Standard

"If a buyer prevails in an action under this section, the buyer shall be allowed by the court to 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." (Civ. Code § 1794(d).) The buyer has the burden of showing that the fees incurred were reasonably necessary to the conduct of the litigation and were reasonable in amount. (*Robertson v. Fleetwood Travel Trailers of California, Inc.* (2006) 144 Cal.App.4th 785, 817.) A reasonable hourly rate is determined by the prevailing rate charged by attorneys of similar skill and expertise in the relevant community. (See *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)

"A trial court may **not** rubber stamp a request for attorney fees, but must determine the number of hours reasonably expended." (*Donahue v. Donahue* (2010) 182 Cal.App.4th 259, 271, italics omitted.) In evaluating whether the attorney fee request is reasonable, the trial court should consider " 'whether the case was overstaffed, how much time the attorneys spent on particular claims, and whether the hours were reasonably expended.' " (*Ibid.*) "A fee request that appears unreasonably inflated is a special circumstance permitting the trial court to reduce the award or deny one altogether. 'If . . . the Court were required to award a reasonable fee when an outrageously unreasonable one has been asked for, claimants would be encouraged to make unreasonable demands, knowing that the only unfavorable consequence of such misconduct would be a reduction of their fee to what they should have asked for in the first place. To

discourage such greed, a severer reaction is needful . . . .'" (*Serrano v. Unruh* (1982) 32 Cal.3d 621, 635 [citation omitted].)

Discussion

This was a standard lemon law case with no novel issues. The case was resolved without a trial and there was limited discovery in the case. Plaintiff seeks attorney's fees and costs in the amount of $95,616.62. These include $54,117 in fees as its "lodestar", $27,058.50 for a 1.5 multiplier, and $14,441.12 in costs and expenses. Defendant opposes the attorney's fee request contending it should be denied or reduced. Defendant has not opposed Plaintiff's request for costs and expenses.

The Court has reviewed the declarations in support of the fee request. As an initial matter the Court finds that the rates requested are reasonable. It does, however, appear to the Court that the case was overstaffed. More than twelve attorneys billed time to the case which is plainly unreasonable. Such overstaffing for a routine case inevitably results in inefficiencies. Many of the litigation events, such mediation, mandatory settlement conference, the issue conference and settlement communications, involved multiple attorneys preparing materials or attending and communicating about the event. No meaningful explanation has been provided as to why so many different attorneys must be involved in these events or why such a routine lemon law case requires so many different attorneys to handle basic events and communicate with the client. In addition (as Defendant points out in its opposition), counsel for Plaintiff specializes in lemon law cases and this specialization should require fewer – not more – attorneys to properly litigate a case.

"Plainly, it is appropriate for a trial court to reduce a fee award based on its reasonable determination that a routine, noncomplex case was overstaffed to a degree that significant inefficiencies and inflated fees resulted." (*Morris v. Hyundai Motor America* (2019) 41 Cal.App.5th 24, 39.) Because of its inefficient overstaffing, the Court applies a 5% reduction to Plaintiff's lodestar, resulting in a deduction of $2,705.85.

The Court declines to award a multiplier as this case was a standard lemon law case with no novel issues. The case did not carry any particular or unusual risk. The Court also declines to impose the negative multiplier requested by Defendant.

Accordingly, Plaintiff's motion is granted in part and denied in part. Plaintiff is awarded $51,411.15 in attorney's fees and $14,441.129 in costs and expenses.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 03/10/26 TIME: 1:30 P.M. DEPT: A CASE NO: CV2300411

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER: CLERK: CAMILO IBARRA

PLAINTIFF: RAYMUNDO GONZALEZ SANCHEZ, ET AL vs. DEFENDANT: DOUGLAS LYMN WRISTON	

NATURE OF PROCEEDINGS: MOTION – LEAVE

RULING

Defendant's motion for leave to conduct neuropsychological examination of Plaintiff is **GRANTED.** (Code Civil Proc., §2032.320; *Vinson v. Superior Court* (1987) 43 Cal.3d 833, 840.) Defendant has demonstrated good cause for a further examination based on Plaintiff's reported brain injury and associated cognitive and psychological impairments. The fact that previous orthopedic and neurological examinations have been conducted does not prevent a further examination. (*Shapira v. Superior Court* (1990) 224 Cal.App.3d 1249, 1255.) Although related, neurological and neuropsychological examinations serve different diagnostic purposes. The Court finds that a neuropsychological examination will not be cumulative and serves a legitimate discovery function in this case.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

The Zoom appearance information for March, 2026 is as follows:
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 03/10/26 TIME: 1:30 P.M. DEPT: A CASE NO: CV0000005

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER: CLERK: CAMILO IBARRA

PETITIONER: FRIENDS OF HAUKE PARK vs. DEFENDANT: CITY OF MILL VALLEY	

NATURE OF PROCEEDINGS: WRIT OF MANDATE HEARING

RULING

This hearing in this matter is continued to April 7, 2026 at 1:30 pm in Courtroom A.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

The Zoom appearance information for March, 2026 is as follows:
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 03/10/26 TIME: 1:30 P.M. DEPT: A CASE NO: CV0001539

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER: CLERK: CAMILO IBARRA

PETITIONER: LUCKY NELLEN, LLC vs. DEFENDANT: BKF ENGINEERS, A CALIFORNIA CORPORATION	

NATURE OF PROCEEDINGS: MOTION – SUMMARY JUDGMENT

RULING

Defendant BKF Engineers' ("Defendant" or "BKF") Motion for Summary Judgment, or in the alternative Summary Adjudication, on the operative complaint of Plaintiff Lucky Nellen, LLC ("Plaintiff") is **DENIED**.

Allegations in the Complaint

Plaintiff owns the subject commercial building ("Building") located at 200 Nellen Avenue in Corte Madera ("Subject Property"). (Compl., ¶ 1.) Plaintiff hired McDevitt Construction Partners, Inc. ("McDevitt") as the general contractor for the construction of the building. (*Id.*, ¶, 6). Thereafter, McDevitt hired BKF to provide land survey services for the construction of the building. (*Id.*, ¶ 7.)

The Subject Property is located in a flood hazard zone and is subject to regulations promulgated by FEMA and the Town of Corte Madera (the "Town") governing the building's elevation. (*Id.*, ¶ 8.) If the Building does not comply with these height regulations, then the building is allegedly subject to "costly flood insurance for the life of the building." (*Id.*, ¶ 8.) Plaintiff was allegedly aware of these regulations and allegedly emphasized their importance to McDevitt. (*Id.*, ¶¶ 9-11.)

Plaintiff alleges that BKF, in providing its land survey services, was responsible for the building's compliance with the FEMA and Town regulations. (*Id.*, ¶ 12.) The building was allegedly constructed too low. (*Id.*, ¶ 13.) As a result, Plaintiff alleges that its damages are as follows: (a) "costly flood insurance for the life of the building"; (b) uncovered property damage "in the event of flooding events in the future"; (c) diminution in value of the Subject Property; (d) "because of the threat of flooding," the costs associated with moving an electrical box to a higher elevation which may affect "the use" of the Subject Property; and (e) "costly measures to protect the [Subject Property] from future flooding." (*Id.*, ¶ 14.)

Plaintiff asserts two causes of action against BKF: (1) Breach of Contract (*Id.*, ¶¶ 16-19), and (2) Professional Negligence (*Id.*, ¶¶ 20-21). The Breach of Contract cause of action alleges that McDevitt and BKF intended to "confer upon plaintiff" the right to enforce the terms of the BKF McDevitt contract. (*Id.*, ¶ 16.) Plaintiff also alleges that BKF impliedly agreed that its work would comply with all applicable ordinances and regulations, that the BKF-McDevitt contract included a "common law" duty to exercise due care, and that all building codes, laws and ordinances, were incorporated into BKF's contract with McDevitt. (*Id.*, ¶ 17.) The Professional Negligence cause of action alleges that BKF provided its land survey services in a careless and negligent manner, and that its actions were a substantial factor in causing the building to be constructed at an elevation below what is required by FEMA's and the Town's regulations. (*Id.*, ¶¶ 20-21.) These allegedly negligent actions caused Plaintiff the "losses and damages described above" – i.e., those alleged damages set forth in Paragraph 14 of the Complaint, items 14(a) through 14(e). (*Id.*, ¶ 21.)

Request for Judicial Notice

Defendant requests Judicial Notice of the Complaint in this matter, as well as the allegations in the Complaint. The Court GRANTS both requests but notes that Judicial Notice is only granted to the extent that certain matters are alleged in the Complaint. Notice is not taken to the truth of the allegations. (Evid. Code, § 452, subd. (d).)

Objections to Evidence

Defendant's Objections to Evidence Nos. 1-2, 4, and 8 are SUSTAINED. (Evid. Code, §§ 702, 800, 803.)

Objections Nos. 3, 5-7 are OVERRULED.

Legal Standard

A party may move for summary judgment "if it is contended that the action has no merit or that there is no defense to the action or proceeding." (Code Civ. Proc., § 437c, subd. (a)(1).) "[I]f all the evidence submitted, and all inferences reasonably deducible from the evidence and uncontradicted by other inferences or evidence, show that there is no triable issue as to any material fact and that the moving party is entitled to judgment as a matter of law," the moving party will be entitled to summary judgment. (*Adler v. Manor Healthcare Corp.* (1992) 7 Cal.App.4th 1110, 1119.)

The moving party bears an initial burden of production to make a prima facie showing of the nonexistence of any triable issue of material fact, and if the party does so, the burden shifts to the opposing party to make a prima facie showing of the existence of a triable issue of material fact. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850; accord Code Civ. Proc., § 437c, subd. (p)(2).) "Once the defendant ... has met that burden, the burden shifts to the plaintiff... to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto." (*Ibid.*) "If the plaintiff cannot do so, summary judgment should be granted." (*Avivi v. Centro Medico Urgente Med. Ctr.* (2008) 159 Cal.App.4th 463, 467, as modified (Jan. 24, 2008).)

"When deciding whether to grant summary judgment, the court must consider all of the evidence set forth in the papers (except evidence to which the court has sustained an objection), as well as all reasonable inferences that may be drawn from that evidence, in the light most favorable to the party opposing summary judgment." (*Ibid.*; see also Code Civ. Proc., § 437c, subd. (c).)

Discussion

BKF moves for Summary Judgment on the grounds that both causes of action are meritless because (i) Plaintiff was not an intended third-party beneficiary in connection with the services Defendant provided pursuant to its written contract with McDevitt, and (ii) Plaintiff's negligence cause of action asserts purely economic and/or speculative loss which is not recoverable from Defendant under a negligence cause of action.

In the alternative, Defendant seeks for Summary Adjudication of the following issues:

> Issue #1: Whether Plaintiff's Breach of Contract Cause of Action Has Any Merit Against BKF Where Plaintiff Had No Contract with BKF and Where BKF's Contract with McDevitt Expressly Disclaimed Third-Party Claims.
>
> Issue #2: Whether Plaintiff's Negligence Cause of Action Against BKF is Viable Where Plaintiff's Alleged Loss Constitutes Purely Speculative and/or Economic Loss in the Form of Increased Insurance Premiums, Diminution in Value, and Feared Future Losses Related to Potential Flooding

Third-Party Beneficiary

In determining whether a contract was made for the benefit of a third person, the court looks to the terms of the contract. (*The H.N. & Frances C. Berger Found. v. Perez* (2013) 218 Cal.App.4th 37, 44.) If the terms of the contract necessarily require the promisor to confer a benefit on a third person, then the contract and the parties contemplate a benefit to the third person and the parties are presumed to intend the consequences of a performance of the contract. (*Ibid.*) It is not, however, enough that the third party would incidentally benefit from performance. (*Ibid.)*

In interpreting a contract, the court gives effect to the parties' intent as it existed at the time of contracting. (*Ibid.*) Intent is to be inferred, if possible, solely from the language of the written contract. (*Ibid.*) In determining the meaning of a written contract allegedly made, in part, for the benefit of a third party, evidence of the circumstances and negotiations of the parties in making the contract is both relevant and admissible. (*Id.* at p. 45.)

In *Sofias v. Bank of America* (1985) 172 Cal.App.3d 583, a case heavily relied on by Defendant, a general contractor brought a breach of contract action against a lender as an alleged third party beneficiary of the construction loan agreement between the property owner and the lender. (*Id.*, at p. 585.) In rejecting the breach of contract claim, the Court of Appeal reasoned: "The construction loan agreement stated 'no other person or persons shall have any right or action hereon.' Even [the owner], a party, could not assign his rights without [the lender's] written consent." (*Id.*, at p. 587.) Additionally, "[n]o benefit directly flowed to [the subcontractor] by

virtue of the contract. His 'benefit,' i.e., the ability to undertake the construction project because [the owner] obtained funds to pay him, was merely incidental to the construction loan agreement." (*Ibid*.) The court therefore found subcontractor was not a third party beneficiary.

In the present case, the contract referenced by the Complaint states "Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either client or Consultant. Consultant's services under this agreement are being performed solely for Client's benefit and no other entity shall have any claim against Consultant because of this agreement or the performance or nonperformance of services hereunder." (Defendant's Undisputed Material Fact ("DUMF") No. 3, Kirchmann Decl., Ex. A, § 39.) Based on this provision, Defendant argues that the undisputed facts establish that BKF and McDevitt did not intend for any third-party, including but not limited to Plaintiff, to have a right to enforce the BKF-McDevitt Contract.

This showing is sufficient for Defendant to meet its initial burden on Summary Judgment, and thus the burden shifts back to Plaintiff to show the existence of a triable issue of material fact. Plaintiff has done so.

First there is a dispute of material fact with respect to BKF's scope of work under the McDevitt contract. (See Plaintiff's Response to DUMF ("Resp. to DUMF") Nos. 1-2.) The scope of work affects the analysis of whether the contract called for a benefit to flow directly to Plaintiff. (*Sofias, supra,* at p. 587.) The *Sofias* court did not limit itself to looking at the contractual language as Defendant suggests, rather, the court considered the contractual language *and* whether such a benefit flowed, implying that the contractual language might not be dispositive under other circumstances.

Prouty v. Gores Technology Group (2004) 121 Cal.App.4th 1225 is an example of such a case. In *Prouty* the court held that a contract provision stating that the contract was "not intended to confer upon any Person other than the parties hereto ... any rights or remedies hereunder" did not necessarily preclude a third party beneficiary action for breach of that contract. *(Id.*, at p. 1227.) The court explained, if the terms of the contract necessarily require the promisor to confer a benefit on a third person, then the contract, and hence the parties thereto, contemplate a benefit to the third person. (*Ibid.*) Whether the third party is an intended beneficiary or merely an incidental beneficiary involves construction of the intention of the parties, gathered from reading the contract as a whole in light of the circumstances under which it was entered. (*Ibid.*)

Here, triable issues of material fact exist with respect to whether or not Plaintiff was a third party beneficiary under the McDevitt contract despite the contractual language. Resolution of the disputes of material fact with respect to the scope of work is required before the determination of whether a direct benefit flowed to Plaintiff under the contract can be made. For these reasons, Summary Judgment as a whole, and Summary Adjudication of Issue No. 1 are denied.

Professional Negligence

Defendant contends that the Second Cause of Action is barred by the economic loss doctrine or by the speculative nature of the claimed damages.

The economic loss doctrine is a judicially created doctrine which bars recovery in negligence for pure economic losses when such claims would disrupt the parties' private ordering, render contracts less reliable as a means of organizing commercial relationships, and stifle the development of contract law. (*Sheen v. Wells Fargo Bank, N.A.* (2022) 12 Cal.5th 905, 915.) The 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. (*Id.*, at p. 922.)

Defendant argues that this rule prevents Plaintiff's Professional Negligence claims.

In the opposition, Plaintiff counters that its negligence cause of action falls within an exception to the economic loss rule applicable to contracts for professional services. In *Sheen,* the California Supreme Court noted that "[i]t is true that we have, in certain contexts, allowed tort actions to proceed even though they arise from, and are not independent of, a contract, despite the economic loss rule. Specifically, we have allowed for tort recovery in some cases involving insurance policies and contracts for professional services." (*Id.*, at p. 929.) The *Sheen* Court further noted that certain "considerations distinguish this case from the recognized exception to the economic loss rule for consumers who contract for certain kinds of professional services. In that context, as in the insurance setting, a cause of action for negligence ensures that the consumer receives the services the professional agreed to provide. In such settings, professionals generally agree to provide careful efforts in rendering contracted-for services, but most clients do not know enough to protect themselves by inspecting the professional's work or by other independent means. Given this disparity, a claim for professional negligence can serve the important purpose of ensuring that professionals render the careful efforts they have contracted to provide." (*Id.*, at p. 933 [internal quotations and citations omitted].)

Defendant has not carried its burden to show that Plaintiff's claims are barred by the economic loss doctrine. The Court determines that there are triable issues of material fact with respect to concrete, non-speculative damages and therefore the motion cannot be granted on this basis. (See Plaintiff's Additional Material Facts ("PAMF") Nos 10-12; Jackovics Decl., p. 2:17-19; Ex. 3; Frasco Decl., p. 2:5-8; Ex. 12.)

For these reasons, Summary Adjudication of the Second Issue is also DENIED.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 03/10/26 TIME: 1:30 P.M. DEPT: A CASE NO: CV0002212

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER: CLERK: CAMILO IBARRA

PETITIONER: FRIENDS OF HAUKE PARK vs. DEFENDANT: CITY OF MILL VALLEY	

NATURE OF PROCEEDINGS: CASE MANAGEMENT CONFERENCE

RULING

This hearing in this matter is continued to April 7, 2026 at 1:30 pm in Courtroom A.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 03/10/26 TIME: 1:30 P.M. DEPT: A CASE NO: CV0004594

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER: CLERK: CAMILO IBARRA

PLAINTIFF: ALLISON FAUST vs. DEFENDANT: TEOBALDO SCHUJMAN, ET AL	

NATURE OF PROCEEDINGS: MOTION – SUMMARY ADJUDICTION

RULING

Defendants Teobaldo Schujman ("Teobaldo") and Carmen Alicia Schujman (together, "Defendants") motion for summary adjudication is **GRANTED** in full. (Code Civ. Proc., § 437c, subd. (f)(1).)

Background

This action arises out of the end of a long-term romantic relationship. Plaintiff Allison Faust ("Plaintiff") alleges that she and Teobaldo were a couple for many years. (First Amended Complaint ("FAC"), ¶ 23.) During that period, they lived together and held each other out to the world as husband and wife, although they did not legally marry. (*Id.* at ¶¶ 26, 35-36.) Plaintiff asserts that in December 2008, she and Teobaldo "agreed to and did form a partnership to collect assets, including interests in real property, and operate the said partnership property for the benefit of the partnership." (*Id.* at ¶ 10.) They allegedly agreed to pool their resources and efforts, jointly and equally own the products of their labor in the form of the partnership and use the partnership income and assets for their joint livelihood. (*Id.* at ¶ 11.) Using partnership assets, they acquired certain real properties in which Plaintiff asserts an interest. (*Id.* at ¶ 66.)

In 2023 or 2024, Teobaldo allegedly fathered a child with another woman. (FAC, ¶¶ 29, 50.) The complaint asserts that Teobaldo subsequently told Plaintiff that all of their shared property actually belonged exclusively to him. (*Id.* at ¶ 50.) Plaintiff alleges that Teobaldo transferred partnership property to his mother, Defendant Carmen Schujman, and that both defendants are wrongfully keeping this property from Plaintiff. (*Id.* at ¶ 40.) She brings various claims designed to vindicate her purported rights under the parties' partnership agreement.
Defendants now seek summary adjudication as to Plaintiff's First through Eighth and Tenth Causes of Action.

Legal Standard

Any party may move for summary judgment. (Code of Civ. Proc, § 437c, subd. (a); *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.) The motion "shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." (Code Civ. Proc., § 437c, subd. (c); *Aguilar, supra*, 25 Cal.4th 826, 843.) Similarly, a party may move for summary adjudication as to a cause of action, an affirmative defense, a claim for damages, or an issue of duty. (Code Civ. Proc., § 437c, subd. (f)(1).) "A motion for summary adjudication . . . shall proceed in all procedural respects as a motion for summary judgment." (Code Civ. Proc., § 437c, subd. (f)(2).) The object of the summary judgment procedure is "to cut through the parties' pleadings" to determine whether trial is necessary to resolve the dispute. (*Aguilar, supra*, 25 Cal.4th 826, 843.)

The "party moving for summary judgment bears an initial burden of production to make a prima facie showing of the nonexistence of any triable issue of material fact." (*Aguilar, supra*, 25 Cal.4th 826, 850; see Evid. Code, § 110.) "A prima facie showing is one that is sufficient to support the position of the party in question." (*Aguilar, supra*, 25 Cal.4th 826, 851.) When the moving party is the defendant, the initial burden entails showing "that one or more elements of the cause of action . . . cannot be established, or that there is a complete defense to the cause of action." (Code Civ. Proc., § 437c, subd. (p)(2).) Once the moving party has met its initial burden, the burden shifts to the opposing party to "show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto." (Code Civ. Proc., § 437c, subds. (p)(1)-(2).) "There is a genuine issue of material fact if, and only if, the evidence would allow a reasonable trier of fact to find the underlying fact in favor of the party opposing the motion in accordance with the applicable standard of proof." (*Aguilar, supra*, 25 Cal.4th 826, 845.)

Throughout the process, the trial court "must consider all of the evidence and all of the inferences drawn therefrom." (*Aguilar, supra*, 25 Cal.4th 826, 856.) The moving party's evidence is strictly construed, while the opponent's is liberally construed. (*Id.* at p. 843.)

Discussion

Procedural Matters

Objections to the Motion Proceeding

Plaintiff's counsel explains that Plaintiff "has been deprived the opportunity for discovery" and requests that this motion be continued to permit her to take an unspecified number of depositions of unidentified witnesses. (Murray Dec., ¶¶ 2, 18.)

A court may order a continuance to permit a party opposing summary adjudication to obtain discovery "[i]f it appears from the affidavits submitted in opposition [to the motion] that facts essential to justify opposition may exist but cannot, for reasons stated, be presented[.]" (Code Civ. Proc., § 437c, subd. (h).) To obtain a continuance under this section, the opposing party must present evidence establishing that the facts to be obtained through the discovery are essential to oppose the motion and that there is reason to believe such facts exist. (*Wachs v.*

Curry (1993) 13 Cal.App.4th 616, 623 [abrogated in unrelated part as stated in *Marathon Entertainment, Inc. v. Blasi* (2008) 42 Cal.4th 974, 987].)

Plaintiff's counsel has not described what facts he hopes to obtain in further discovery, nor has he connected those facts to the issues posed by the motion. Plaintiff is not entitled to a continuance under these circumstances.

Defendants' Requests for Judicial Notice (All Unopposed)

GRANTED as to Items A (Evid. Code, § 452, subd. (d)) and C-J (Evid. Code, § 452, subd. (a).) As for Item B, Defendants ask the Court to judicially notice the fact that "[i]n 2008 or 2009 the distribution of cannabis for profit was illegal in California." The Court will GRANT this request under Evidence Code, section 452, subdivision (h). (See Bus. & Prof. Code, § 26000 *et seq.* [Medicinal and Adult-Use Cannabis Regulation and Safety Act, enacted 2016, to "establish a comprehensive system to control and regulate the . . . sale" of cannabis].)

Defendants' Evidentiary Objections

Defendants object to several of the declarations Plaintiff submitted in their entirety on the basis that the signatures thereon are not wet ink signatures and the declarations violate the best evidence rule. Evidence Code, sections 1400-1401, which Defendants cite for the former point, do not support it, and the best evidence rule is irrelevant here. All such objections are overruled. Supplemental Declaration of Plaintiff Allison Faust: The objection to this document in its entirety is overruled. As to specific objections, the following are sustained on grounds of irrelevance (Evid. Code, § 350): 1-10, 14-19, 21-23. Relevance to Plaintiff's case is not the same thing as relevance to this motion.

Declaration of Dr. Pearlyn Goodman-Herrick: All 14 objections are sustained. (Evid. Code, § 350.)

Declaration of David White: All 11 objections are sustained. (Evid. Code, § 350.)

Declaration of Jessica Iris Meinholf: The overall objection based on a lack of line numbers is overruled, as a declaration does not become inadmissible in court based on a de minimis formatting violation. All 13 specific objections are sustained. (Evid. Code, § 350.)

Declaration of Dharma Clement: Objections 1-4 are sustained. (Evid. Code, § 350.)

Declaration of Lawrence Murray: No. 2 is sustained. (Evid. Code, § 1400-1401 [not authenticated].) Nos. 1 and 3-4 (both instances of #4) are sustained. (Evid. Code, § 350.)

Declaration of Lawrence Murray in Support of Objection to Matter Going Forward: Sustained. The declaration is not signed. (Code Civ. Proc., § 2015.5; see also *Safieddine v. MBC FZ, LLC* (2024) 103 Cal.App.5th 1086, 1094, fn. 9 ["A declaration not signed under penalty of perjury under the laws of California has 'no evidentiary effect' and can be disregarded."] [quoting *ViaView, Inc. v. Retzlaff* (2016) 1 Cal.App.5th 198, 217].)

Plaintiff's Responsive Separate Statement

A party opposing summary adjudication must file a separate statement responding to the moving party's separate statement. (Code Civ. Proc., § 437c, subd. (b)(3).) That document must "respond[] to each of the material facts contended by the moving party to be undisputed[.]" (*Ibid.*) It must also "set forth *plainly and concisely* any other material facts the opposing party contends are disputed." (Cal. Rules of Court, rule 3.1350(f)(2) [emphasis added].) "Material facts" are those which "relate to the cause of action, claim for damages, issue of duty, or affirmative defense that is the subject of the motion *and that could make a difference in the disposition of the motion*." (Cal. Rules of Court, rule 3.1350(a)(2) [emphasis added].) It is improper for a party opposing summary judgment or adjudication to attempt to litigate every fact relevant to any aspect of the case through a responsive separate statement where the motion is more limited in scope than that. (See Cal. Rules of Court, rule 3.1350(f)(3) [responsive separate statement "should include only material facts and not any facts that are not pertinent to the disposition of the motion"].) "The point of the separate statement is not to craft a narrative, but to be a concise list of the material facts and the evidence that supports them." (*Beltran v. Hard Rock Hotel Licensing, Inc.* (2023) 97 Cal.App.5th 865, 875.)

In the portion of her separate statement responding to Defendants' Undisputed Material Fact ("UMF") No. 2 (and to the other UMFs identical to UMF No. 2 that appear in the rest of Defendants' separate statement), Plaintiff has included 12 contentions in bold font under the heading "ADDITIONAL DISPUTED AND UNDISPUTED FACT RESPONSE." Under each bold-printed item, she lists facts she contends are disputed and cites to supporting evidence. The Court understands this to be Plaintiff's attempt to set forth her own material facts that she believes are disputed and so preclude summary adjudication. (Cal. Rules of Court, rule 3.1350(f)(2).) None of the 12 bold-printed items constitutes a "fact." Each one is a description of a legal argument. This content has no place in a separate statement.

To the extent Plaintiff's responsive separate statement sets forth *facts* she contends are disputed, *many* of those facts are not material because they are irrelevant to what is at issue on this motion. Defendants' motion depends on three purportedly undisputed facts (the same three are offered to support summary adjudication of all nine causes of action). Due to that framing, the issues presented by this motion are limited to the role illegal distribution of cannabis for profit played in the parties' partnership agreement and whether such role makes the partnership agreement unenforceable. (See UMF Nos. 1-3.) Whether the parties held themselves out to the world as a couple (i.e., whether their agreement qualifies as a *Marvin* agreement), the facts surrounding Teobaldo's criminal conviction, his alleged collusion with his mother to shield assets from Plaintiff, the amount of work and effort Plaintiff undertook for the benefit of their family, Teobaldo's alleged shortcomings as a provider or a father, and Teobaldo's alleged assault against Plaintiff have nothing to do with this motion.

The Court is disregarding the 12 bold-font items listed under the heading "ADDITIONAL DISPUTED AND UNDISPUTED FACT RESPONSE" in Plaintiff's responsive separate statement. It will consider any actual facts offered in connection with those 12 bold-font items to the extent they are relevant to the motion.

It is uncontested that each of the causes of action for which Defendants seek summary adjudication require, as an element, that Plaintiff and Teobaldo had an enforceable partnership agreement.[1] Defendants argue that the partnership agreement on which Plaintiff pins these causes of action is not enforceable because it had an illegal object, namely the operation of an illegal drug distribution enterprise.

"A contract must be lawful; i.e., it must not be in conflict either with express statutes or public policy." (*Vierra v. Workers' Comp. Appeals Bd.* (2007) 154 Cal.App.4th 1142, 1148 [internal citation omitted]; see also Civ. Code, § 1550 ["It is essential to the existence of a contract that there should be . . . [a] lawful object[.]"].) An unlawful contract is unenforceable. (*Vierra, supra,* 154 Cal.App.4th 1142, 1148.) "In determining whether the subject of a given contract violates public policy, courts must rely on the state of the law as it existed at the time the contract was made." (*Moran v. Harris* (1982) 131 Cal.App.3d 913, 918.)

That a contract has some unlawful aspect does not necessarily render it unenforceable in its entirety. Rather than declare the entire contract void, a court may sever the illegal parts from the rest, decline to enforce those, and enforce the remainder. (Civ. Code, § 1599.) " "If the central purpose of the contract is tainted with illegality, then the contract as a whole cannot be enforced. If the illegality is collateral to the main purpose of the contract, and the illegal provision can be extirpated from the contract by means of severance or restriction, then such severance and restriction are appropriate.' " (*Marathon Entertainment, supra,* 42 Cal.4th 974, 996 [quoting *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 124].)

It is undisputed that in 2008 or 2009, Plaintiff and Teobaldo entered into an oral partnership agreement. (Responsive Separate Statement ("RSS") No. 1.) The partnership agreement consisted of mutual promises that the parties would "pool [their] resources, [their] labor, use [their] best efforts, [their] income, work together . . . , create a family, jointly and equally own the product of [their] labor in the form of the partnership[,] . . . [and] use the partnership income and assets for [their] joint livelihood and needs of life." (RJN, Ex. A, ¶ 4; see also ¶ 3 [agreement was to "collect assets, including interests in real property, and operate the said partnership property for the benefit of the partnership"].) Plaintiff's work for the partnership consisted of searching for income-producing properties, purchasing them, and renting them out. (*Id.* at ¶¶ 14, 44.) Teobaldo's work "for the benefit of the partnership" consisted of selling cannabis. (*Id.* at ¶¶ 15, 17.) Funds generated by this activity were used to purchase the properties that Plaintiff

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[1] Cause of Action ("COA") #1: Corp. Code, § 16801, subd. (5) (claim for judicial dissolution presumes existence of partnership). COA #2: *Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821 (claims for breach of contract, including breach of a partnership agreement, require proof that the contract exists). COA #3: *Optional Capital, Inc. v. DAS Corp.* (2014) 222 Cal.App.4th 1388, 1402 (constructive trust claim requires demonstration of entitlement to the property at issue); FAC, ¶ 126 (Plaintiff's entitlement to the property for purposes of constructive trust claim is based on the partnership agreement). COA #4: See Code Civ. Proc., § 764.010 (prevailing on a quiet title claim requires that plaintiff own the property); FAC, ¶ 145 (Plaintiff's ownership theory is based on partnership). COA #5: *O'Neal v. Stanislaus County Employees' Retirement Assn.* (2017) 8 Cal.App.5th 1184, 1215 (elements); FAC, ¶¶ 150-152 (Plaintiff alleges Defendants owed her fiduciary duties based on their relationship to the partnership and its properties). COA #6: *Sass v. Cohen* (2020) 10 Cal.5th 861, 869 (elements); FAC, ¶¶ 160-162. COA #7: Code Civ. Proc., § 872.730; FAC, ¶ 176. COA #8: *Younan v. Equifax Inc.* (1980) 111 Cal.App.3d 498, 516 (fiduciary relationship is required); FAC, ¶¶ 179-181 (alleging fiduciary relationships premised on existence of partnership). COA #10: *Fremont Indemnity Co. v. Fremont General Corp.* (2007) 148 Cal.App.4th 97, 119 (elements); FAC, ¶ 198.)

managed. (*Id.* at ¶¶ 66-67.) It is undisputed[2] that at the time Plaintiff and Teobaldo entered into their agreement, the distribution of cannabis for profit was illegal in California. (UMF No. 3.)

It is abundantly clear from Plaintiff's own declaration that she understood Teobaldo's contribution to the partnership to be the income generated from his cannabis operation. (See RJN, Ex. A, ¶¶ 15 ["Defendant TEOBALDO SCHUJMAN worked for the partnership and created a distribution of Cannabis, and created the brand name 'Jolly' for his product, also for the benefit of the partnership."], 19 ["[H]e repeatedly told me that [his cannabis enterprise] was legal or that he was operating in a legal grey area as his activities were legal and that Cannabis was in the process of becoming fully legal federally. I understood his representations and relied on them *to keep the partnership viable and functional and to have his help in building a family.*"] [emphasis added].)

Against this evidence, the Court agrees with Defendants that "[t]he partnership agreement's legal object (to generate income and collect assets) is intertwined with and cannot be severed from the illegal means contemplated for attaining it (operating the cannabis business)" (Memorandum, p. 9). It is unclear how the Court *could* sever the cannabis operation from the rest of the agreement given that Plaintiff is asking the Court to require Defendants to turn over her share of assets traceable to Teobaldo's illegal activity. (See RJN, Ex. A, ¶ 67; see also FAC, ¶ 126.) Acceding to this request would mean the Court was condoning illegality. (See *Marathon Entertainment*, *supra*, 42 Cal.4th 974, 992 [courts have the power to sever illegal provisions from contracts provided doing so would not condone illegality].) The central purpose of the agreement was generating income for the benefit of the partners and their family, but the means by which that innocuous object was to be achieved were illegal drug trafficking and management of real properties obtained at least in part through that illegal activity. Plaintiff's argument that there was nothing illegal about this agreement seems to rest on the idea that unless she and Teobaldo explicitly said the words, "We agree that Teobaldo will illegally sell cannabis for the benefit of this partnership," the cannabis operation cannot legally be considered part of their partnership agreement, even if it was clearly understood that the means whereby one half of the partners would contribute to the partnership consisted of the cannabis operation. This is not a compelling argument. On the evidence Defendants have presented, the "central purpose" of the partnership agreement is "tainted with illegality" and the contract cannot be enforced. (*Marathon Entertainment*, *supra*, 42 Cal.4th 974, 996.)

Plaintiff attempts to avoid this result by submitting a supplemental declaration attesting that "[c]annabis was not part of [the parties'] partnership agreement." (Pltf. Supp. Dec., ¶ 13.) This statement directly contradicts her statements in a declaration she executed on April 18, 2025, which is the primary evidence Defendants offer in support of this motion. (RJN, Ex. A.) There, she stated that the partnership agreement involved the parties agreeing to pool their efforts and share the income resulting therefrom. (RJN, Ex. A, ¶ 4.) Critically, she made clear that she understood Teobaldo's work at the cannabis operation to comprise the "efforts" and generate the "income" he was adding to the pool. (RJN, Ex. A, ¶ 15.) This appears through statements like the following: "Defendant TEOBALDO SCHUJMAN worked *for the partnership* and created a distribution of Cannabis, and created the brand name 'Jolly' for his product, *also for the benefit*

[2] Plaintiff's attempt to dispute this fact is ineffective because she does not offer any evidence that it was legal to distribute cannabis for profit at the time they entered into the agreement.

of the partnership." (RJN, Ex. A, ¶ 15 [emphasis added].) Evidence that she relied on Teobaldo's representations as to the legality of the cannabis operation "to keep the partnership viable and functional and to have his help in building a family" (*id.* at ¶ 19), and that the money from his cannabis operation was "pooled" and used to obtain partnership assets pursuant to their agreement (*id.* at ¶¶ 15-16, 67), likewise constitutes evidence that the cannabis operation was the agreed manner in which Teobaldo would contribute to the partnership and so was part of the partnership agreement.

A party opposing summary judgment must present "*substantial* responsive evidence" to establish a triable issue. (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 162-163 [emphasis added].) In *Alvis v. County of Ventura* (2009) 178 Cal.App.4th 536, a trial court found that an expert's declaration submitted in opposition to a motion for summary adjudication was insufficient to create a triable issue because it contradicted the expert's prior written report and so did not constitute "substantial evidence." (178 Cal.App.4th 536, 548.) On appeal, the Second District determined that the declaration directly contradicted the expert's prior written report in a critical respect and did so without explaining the contradiction. (*Id.* at pp. 548-549.) It held that the trial court treated the declaration properly: "We cannot accept as substantial evidence of a triable issue of fact a declaration that directly contradicts the declarant's prior statement, where the contradiction is unexplained." (*Id.* at p. 549.)

Plaintiff does not offer any explanation for the discrepancy between her statements in her prior declaration and the statement in her supplemental declaration. Under these circumstances, her statement that "Cannabis was not a part of our partnership agreement" cannot create a triable issue.

Plaintiff argues that she did not participate in the illegal aspect of the partnership. She points to evidence that she never participated in "the creation, licensing, distribution, and collections of funds or depositing the money from sale of Cannabis" (RJN, Ex. A, ¶ 17; see also Clement Dec., ¶ 7); that authorities found no evidence of her involvement in the cannabis operation and did not charge her with a crime (RJN, Ex. A, ¶¶ 21-22); and that she refused to deposit "the funds generated from Defendant TEOBALDO SCHUJMAN's Cannabis activity" (which she refers to as "our partnership money") because she was worried it was illegally obtained, so Teobaldo did it instead (*id.* at ¶ 42). This is insufficient to establish that Plaintiff did not participate in the cannabis operation in light of Defendants' evidence that she was receiving funds obtained through illegal drug trafficking and using them to purchase income-producing properties for her family's benefit. (RJN, Ex. A, ¶¶ 15-16, 66-68.) That is participation.

More fundamentally, Plaintiff's legal argument that her purported lack of participation means the contract should be enforced notwithstanding its illegality is not sound. She does not present any authority to support this idea, and it is inconsistent with binding case law. "[T]he doctrine of illegality considers whether the *object* of the contract is illegal. It does not turn on whether the illegality applies to the *party* seeking to enforce the agreement." (*McIntosh v. Mills* (2004) 121 Cal.App.4th 333, 346 [emphasis in original].) "For example, an agreement between a licensed adult and an unlicensed minor by which the minor agrees to drive a delivery vehicle for the adult is illegal and unenforceable by the adult despite the fact the party seeking to enforce the agreement (the adult) is a legal driver." (*Ibid.*) In that example, the object of that contract – the minor's provision of driving services to the adult – is illegal, so the contract is unenforceable

notwithstanding that the adult necessarily cannot participate in the illegal aspect. In the instant case, the object of the contract – mutual profit obtained in substantial part from the sale of illegal drugs – is illegal, so the contract is unenforceable and would be so notwithstanding Plaintiff's level of participation.

Plaintiff's argument relies exclusively on *Greene v. Brooks* (1965) 235 Cal.App.2d 161. (This is the only legal authority cited anywhere in her opposition.) There, the First District spoke of exceptions to the doctrine of *in pari delicto*. The doctrine " 'dictates that when a participant in illegal, fraudulent, or inequitable conduct seeks to recover from another participant in that conduct, the parties are deemed *in pari delicto*, and the law will aid neither, but rather, will leave them were it finds them.' " (*Uecker v. Zentil* (2016) 244 Cal.App.4th 789, 792, fn. 1 [quoting *Casey v. U.S. Bank Nat. Assn.* (2005) 127 Cal.App.4th 1138, 1143, fn. 1].) In *Greene*, the court held that the doctrine did not preclude an attempt by a member of a partnership that was operating illegally to recover from the other member. (235 Cal.App.2d 161, 168-169.) It noted that the illegality at issue consisted of "the failure to comply with a technical formality" (a failure to obtain a partnership license), that the parties did not agree to operate their business in an illegal manner, and that there was no moral turpitude involved. (*Ibid.*)

In the instant case, the illegality stems not from failure to comply with an administrative formality, but from a large illegal drug trafficking operation. The parties *did* agree to operate their partnership in an illegal manner, because they agreed that their partnership activities would consist in substantial part of profiting off an illegal business. (RJN, Ex. A, ¶¶ 14-16.) The Court need not decide whether the distribution of illegal drugs qualifies as an act of moral turpitude. It is sufficient to note that it is an activity of an entirely different moral valence than the licensing defect at issue in *Greene*. In short, *Greene* is distinguishable from this case.

Plaintiff also argues that she was not aware of the illegal nature of Teobaldo's cannabis operation. She does not cite any authority to support the idea that a contracting party's lack of knowledge of the illegal nature of a contract affects the enforceability of the contract. Similarly, Plaintiff makes numerous appeals to vague concepts of legal estoppel but offers no legal authority to support her claims of estoppel.

The motion for summary adjudication is granted.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

The Zoom appearance information for March, 2026 is as follows:
https://marin-courts-ca-gov.zoomgov.com/j/1605267272?pwd=908CbP6TV2mhCAyai1nzo6lyz2dKaw.1

Meeting ID: 160 526 7272
Passcode: 026935

If you are unable to join by video, you may join by telephone by calling (669) 254-5252 and using the above-provided passcode. Zoom appearance information may also be found on the Court's website: https://www.marin.courts.ca.gov

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 03/10/26 TIME: 1:30 P.M. DEPT: A CASE NO: CV0008203

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER: CLERK: CAMILO IBARRA

IN THE MATTER OF: CITY OF SAN RAFAEL	

NATURE OF PROCEEDINGS: PETITION – FAILURE TO FILE

RULING

The parties are ordered to appear to set a further schedule for briefing and an evidentiary hearing.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

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