

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO: CV2104264

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PLAINTIFF:      MARK SLATTERY, ET AL

vs.

DEFENDANT:    KENNETH L. WEBB, JR.,  
ET AL

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NATURE OF PROCEEDINGS: MOTION – ATTORNEY’S FEES

**RULING**

Kenneth L. Webb, Jr.’s motion for attorney’s fees and costs against Quail Hollow Ridge Homeowners Association and Wakefield Sharp, Inc. is **DENIED**.

***Discussion***

Kenneth L. Webb, Jr. (“Webb”) seeks to recover his attorney’s fees and costs from Quail Hollow Ridge Homeowners Association and Wakefield Sharp, Inc. (“HOA”), based on the Cross-Complaint the HOA filed against Webb which asserted claims for equitable indemnity, contribution, and declaratory relief. The HOA dismissed this Cross-Complaint against Webb with prejudice on November 7, 2025.

Webb argues that he is entitled to his fees and costs against the HOA for two reasons. First, he argues that he is entitled to his fees and costs under Civil Code Section 5975(c), which provides: “In an action to enforce the governing documents, the prevailing party shall be awarded reasonable attorney’s fees and costs.” This section does not apply here because even if Webb was the prevailing party on the Cross-Complaint and the CC&Rs are governing documents, the Cross-Complaint was not “an action to enforce the governing documents.”

In *LNSU #1, LLC v. Alta Del Mar Coastal Collection Community Assn* (2023) 94 Cal.App.5th 1050, the court found that Section 5975(c) did not apply where the complaint briefly mentioned the CC&Rs but did not cite Section 5975, did not quote any specific provision of the CC&Rs or attach the CC&Rs, and did not ask the court to enforce any provision of the CC&Rs:

To determine whether appellants sought by their action to enforce the Association’s governing documents, and therefore were liable for attorney fees because they failed to do so, we examine the allegations of their complaint. [Citations.] The only express

reference to the governing documents in the complaint is in a paragraph describing the Association as “a nonprofit mutual benefit association existing by and under the laws of the State of California, and ... governed by the Davis-Stirling Act, the California Corporations Code, and the Association's governing documents, including, without limitation, its Covenants, Conditions and Restrictions (‘CC&R’s’), its Articles, its By-Laws, and its Community Election Rules as published in the [Association’s] Community Handbook. The foregoing are collectively referred to herein as the ‘Governing Laws and Rules.’” Later in the complaint appellants alluded to the governing documents by alleging they had repeatedly requested minutes of all board meetings from the Association “in accordance with the Governing Laws and Rules.” The complaint nowhere mentions section 5975; the charging allegations neither cite nor quote any provision of any governing document; the prayer for relief does not ask the court to enforce any provision of the governing documents; and no governing document or part thereof is attached to the complaint. We would expect to find such content in the complaint had appellants sought enforcement of the Association’s governing documents under section 5975. Its absence shows this case is not that type of enforcement action. The content of the complaint instead shows appellants sued the Association for allegedly violating the OMA.

(*Id.* at pp. 1082-1083.)

In *Salawy v. Ocean Towers Housing Corp.* (2004) 121 Cal.App.4th 664, the court addressed an earlier version of Section 5975 which used the same language, highlighting the narrow scope of the section: “Section 1354, subdivision (f) authorizes an attorney fees award only in ‘an action ... to enforce the governing documents.’ (1354, subd. (f).) The statute could have been written to provide for attorney fees to the prevailing party in any action ‘arising out of or related to’ the governing documents or in which they are enforced. But it did not. A court is not free to give the words of a statute a definition different from the plain and direct import of the terms used. The court’s role is to ascertain the meaning of the words used, not to insert what has been omitted or otherwise rewrite the law to conform to an intention that has not been expressed.” (*Id.* at p. 674 [citation and internal quotations omitted].)

Here, the only reference in the Cross-Complaint to the CC&Rs is in paragraph 13: “Cross-Complainants at all times denies any and all liability in connection with the Complaint and in the event Plaintiffs establish negligence or any other liability for which equitable indemnity can be claimed and/or recovered in connection with the Complaint, Cross Complainants allege that Cross-Defendants negligently and carelessly failed to abide by the CC&Rs at issue therein, so as to proximately cause the injuries, if any, of which Plaintiffs complain.” The HOA did not attach the CC&Rs, quote from the CC&Rs, identify any specific section of the CC&Rs, mention Section 5975, or ask the Court to enforce any portion of the CC&Rs. Accordingly, Section 5975(c) does not apply.

Webb contends that equitable indemnity and contribution claims are derivative of other claims, so the court should look at those other claims (i.e., Slattery's claims against the HOA) to conclude that the Cross-Complaint was an action to enforce the CC&Rs. This argument is belied by the actual language and allegations in the Cross-Complaint which clearly do not seek enforcement of any section of the CC&Rs. The fact that the Cross-Complaint mentions the CC&Rs, or even arises out of or is related to the CC&Rs, is not enough under *LNSU* and *Salawy*.

Webb's second basis for his motion fares no better. Webb argues that he is entitled to recover his attorney's fees and costs under Code of Civil Procedure Sections 1032 and 1033.5(a)(10), and Civil Code Section 1717. Webb argues that he is a prevailing party under Section 1032(a)(4) because he is "a defendant in whose favor a dismissal is entered . . ." Therefore, he argues, he can recover his attorneys' fees and costs under Section 1033.5(a)(10)(A), which provides: "The following items are allowable as costs under Section 1032 . . . Attorney's fees, when authorized by . . . Contract." The contract upon which Webb relies is the CC&Rs, specifically Section 12(6)(e), which provides: "Fees and Costs of Enforcement. In any legal action to enforce the Governing Documents, the prevailing party shall be awarded reasonable attorneys' fees, costs, and other charges incurred."

Webb's argument fails for the reasons discussed above, i.e., the HOA's Cross-Complaint was not an action to enforce the CC&Rs. Webb contends that the Cross-Complaint "explicitly pleaded that the CC&Rs constitute a contract that pleaded for its own attorneys' fees and costs. (FAXC at 6:25-27 and 7:2-5.)" (MPA, p. 17:15-16.) The language he cites is from the Prayer for Relief, and states: "3. Indemnity from the Cross-Defendants, and each of them, in full for any damages, losses, costs and expenses attributable to the fault of the Cross-Defendants, both in equity and as required by their respective contract" (Cross-Complaint, 6:25-27) and "5. For damages in the amount of the costs and fees Cross-Complainants have incurred and continues [sic] to incur resulting from claims to have caused Plaintiff's harm including, but not limited to, litigation costs, attorneys' fees in an amount to be shown according to proof at trial" (Cross-Complaint, 7:2-5). This language is insufficient as no contract is referenced, no specific contractual language is quoted, and the Cross-Complaint does not assert any claim for express indemnity under the CC&Rs.

***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=908CbP6TV2mhCAyailnzo6lyz2dKaw.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: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO: CV2200992

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PLAINTIFF:      ONE SILVER SERVE, INC.

vs.

DEFENDANT: COLORADO STRUCTURES  
INC., ET AL

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NATURE OF PROCEEDINGS: MOTION – OTHER

**RULING**

The Motion of Monahan Parker, Inc. and 1201 Fifth Avenue LLC (“Owners”) to Deem Insurers’ Motion for Summary Judgment Withdrawn with Prejudice is **DENIED**.

***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”). As against Insurers, Owners’ second amended cross-complaint includes causes of action for breach of contract, declaratory relief, bad faith, and unfair business practices.

On April 29, 2025, Insurers filed a Motion for Summary Judgment or, in the Alternative, Motion for Summary Adjudication on Owners’ second amended cross-complaint. The motion was calendared for November 18. Owners filed opposition on October 7. On October 16, the Court granted the parties’ joint application to excuse Owners’ one-day late filing and service of the opposition papers, extend Insurers’ deadline to file and serve a reply to November 3, and increase the page limit for Insurers’ reply to 14 pages. On October 22, Owners filed a corrected separate statement and two revised exhibits. On November 3, Insurers filed a Notice of Withdrawal of their motion without prejudice. At present, Owners seek an order deeming

Insurers' Motion for Summary Judgment withdrawn with prejudice "unless and until the Insurers pay the Owners' \$ 152,123.85 in attorneys' fees." (See Notice of Motion.)

### *Discussion*

In *Estrada v. Royalty Carpet Mills, Inc.* (2024) 15 Cal.5<sup>th</sup> 582, 597-598, the Supreme Court discussed a trial court's inherent powers as follows:

This court has identified two primary sources of California courts' inherent authority: "equitable power derived from the historic power of equity courts, and supervisory or administrative powers which all courts possess to enable them to carry out their duties."

These two sources of power have translated into two principal ways in which California courts have exercised their inherent authority, namely: (1) to address gaps in the law by applying procedures contained in related statutory provisions; and (2) to adopt procedures necessary to perform essential judicial functions. On the other hand, "Courts ... do not have the authority to adopt procedures or policies that conflict with statutory law ...." "Inherent powers should never be exercised in such a manner as to nullify existing legislation or frustrate legitimate legislative policy."

More specifically, where the Legislature has provided for certain procedures in one context, courts generally lack inherent authority to apply the procedure in an inapposite context.

(Citations and brackets omitted.)

#### *Attorney's Fees*

The Court does not have the power to require Insurers to pay attorney's fees. "Except as attorney's fees are specifically provided for by statute, the measure and mode of compensation of attorneys and counselors at law is left to the agreement, express or implied, of the parties..." (Code Civ. Proc., § 1021.5.) Owners seek to punish Insurers for their (actually their attorneys') "gamesmanship." "Courts may impose monetary sanctions only when authorized by statute or rule of court." (*Glickman v. Krolkowski* (2025) 109 Cal.App.5<sup>th</sup> 527, 531, citations omitted.) "...[O]ur trial courts have no inherent power to impose monetary sanctions. ..." (*Vidrio v. Hernandez* (2009) 172 Cal.App.4<sup>th</sup> 1443, 1455.)

In *Baugess v. Paine* (1978) 22 Cal.3d 626, the Supreme Court held that an award of attorney's fees to defendants against plaintiff's attorney after a mistrial "exceeded the proper limits of the trial court's inherent power." (*Id.* at 639.) The Court explained:

Courts have used their inherent equitable power in limited situations to award attorney's fees when it was warranted by the equities of the case. For example, one who preserves a common fund may recoup his or her attorney's fees from that fund, thus allocating the burden among all those who are to share in the fund.

Also, one who acts as a ‘private attorney general’ to further an important public policy, and one who confers a substantial benefit on a defendant or a large class, may be awarded attorney's fees. (See generally *Serrano v. Priest*, *supra*, 20 Cal.3d at pp. 35-47.) In these cases, the fee award serves a dual purpose. It allocates the financial burden of litigation in an equitable manner and provides individuals with an incentive to bring litigation which benefits a larger group.

This court has moved cautiously in expanding the nonstatutory bases on which awards of attorney's fees may be predicated. In *Serrano*, fees were awarded only after careful analysis and a finding that compelling reasons of public policy warranted such an award. Specific guidelines for the exercise of the trial court's power to make such awards were set down. (*Id.*, at pp. 43-47.)

In the present case, the fee award was not designed to foster a particular kind of socially beneficial litigation as approved in *Serrano*. Further, the equities of the case do not require shifting the burden to appellant of respondents' attorney's fees incurred for the two days of the aborted trial. Appellant was not solely responsible for the events leading to the declaration of the mistrial. Clearly, this case does not fit within any of the recognized equitable exceptions to the general rule that each party shall pay for its own attorney.

(*Id.* at 636-637.)

Owners argue in their reply that, unlike the situation in *Baugess*, they are not seeking attorneys' fees for alleged misconduct. As already stated, the Court disagrees. While the conduct may not be something punishable as contempt, Owners repeatedly describe the conduct as “gamesmanship.” This alleged “gamesmanship” was on the part of Insurers' counsel. And while Owners' motion is directed at the Insurers and not their counsel, this makes no difference. In *Yarnell & Associates v. Superior Court* (1980) 106 Cal.App.3d 918, the trial court denied an engineering firm's motion to quash service of summons and granted \$250 in sanctions against the engineering firm for filing a frivolous motion. The Court of Appeal concluded that the trial court was without authority to award sanctions, writing that “[c]lear Supreme Court authority, in *Baugess v. Paine* (1978) 22 Cal.3d 626..., precludes an award of attorney's fees as sanctions unless specifically authorized by statute...” (*Id.* at 921.) If found that “the *Baugess* reasoning applies to any sanction occasioned by attorney conduct, whether denominated ‘attorney's fees’ or merely ‘sanctions.’” (*Id.* at 923.)

In their notice of motion, Owners state that they are seeking “an order deeming the Insurers' Motion for Summary Judgment (‘MSJ’) Withdrawn with Prejudice unless and until the Insurers pay the Owners' \$ 152,123.85 in attorneys' fees unnecessarily incurred in drafting an Opposition to that Motion.” Since the Court cannot issue an order stating that Insurers must pay attorneys' fees in order to file another motion, the Court could stop its analysis here. “A notice of motion must state in the opening paragraph the nature of the order being sought...” (Cal. Rule of Court 3.1110(a).) In their moving brief Owners state:

...[T]he Owners' hereby move the Court to exercise its inherent powers to control its docket and to issue an order holding that the Insurers' Notice is with prejudice

to any re-filing of an MSJ on these same issues. In the alternative, the Owners request an order requiring the Insurers to reimburse the \$ 152,123.85 in avoidable attorneys' fees that Owners incurred to oppose the withdrawn motion prior to filing a second summary judgment/adjudication motion.

Therefore the court will consider the request to deem the motion withdrawn with prejudice.

*Deem Motion Withdrawn With Prejudice*

Effective January 1, 2025, the following paragraphs were added to Code of Civil Procedure section 437c, subdivision (a):

(4) A party shall not bring more than one motion for summary judgment against an adverse party to the action or proceeding. This limitation does not apply to motions for summary adjudication.

(5) Notwithstanding any other provision of this section, on motion or application of any party and a showing of good cause, the court may grant leave for the moving party to bring an additional motion for summary judgment. The moving party shall serve the notice and supporting papers for any such additional motion in accordance with paragraph (2) of subdivision (a).

Insurers argue:

... The Court lacks inherent authority to eliminate the Insurers' right to file a second MSJ in the context where their first MSJ was withdrawn, as the Insurers would be in a worse position by withdrawing their MSJ than if their MSJ had been heard. ...

In reply, Owners argue that their motion does not conflict with these provisions because these provisions "do not affirmatively authorize such gamesmanship" of "unilaterally withdrawing an MSJ after requiring their opponent to incur substantial attorneys' fees drafting an opposition, even though the moving party knew several weeks before the opposition was filed that the MSJ was completely without merit."

The relief Owners seek would deprive Insurers of their statutory right to bring a summary judgment motion. (See *Polibrid Coatings, Inc. v. Superior Court* (2003) 112 Cal.App.4<sup>th</sup> 920, 923.) Thus, it would frustrate legislative policy.

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO: CV2201564

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PLAINTIFF:    NATHAN ACCOMAZO,  
ET AL

vs.

DEFENDANT:    BILL FORD

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NATURE OF PROCEEDINGS: SUMMARY JUDGMENT

**RULING**

The Motion of defendant and cross-complainant Sara Ford, as Successor in Interest to Bill Ford (“Cross-Complainant”) for Summary Judgment, or in the alternative, Summary Adjudication of issues is **DENIED**.

**PROCEDURAL ISSUE**

The reply argues the Motion should be granted due to the failure to file a separate statement in opposition. However, the Court notes that the docket contains an opposition separate statement filed on March 5, 2026. As such, lack of a separate statement in opposition does not appear to be a viable ground on which to grant the motion.

**BACKGROUND**

Bill Ford represented plaintiffs and cross-defendants Nathan Accomazzo, Brandon Accomazzo (Chilton), Jesse Accomazzo, Steven Accomazzo, and Tyler Accomazzo (“Cross-Defendants”) in underlying litigation filed in Plumas County Superior Court Case No. CV1700025. That action arose out of litigation over a family cabin which Cross-Defendants value at \$120,000. Ford contends that litigation was successful, while Cross-Defendants counter that Ford expanded the scope of the litigation far beyond what was reasonable, necessary or authorized, pursuing broad tort theories and billing approximately \$588,008.40 in fees, costs, and other charges.

The written attorney-client Fee Agreement between the parties is dated June 20, 2018. Trial occurred in October 2019. On September 19, 2019, Bill Ford was served with a Code of Civil Procedure section 998 offer for return of the cabin to his clients. Cross-Defendants assert that two days after the offer was personally delivered to his office, Ford sent an email stating only that opposing parties were offering to “give the property back” and that he assumed they would

reject the offer, but he did not identify it as a formal section 998 offer and did not attach or forward the written offer. Cross-Complainants allege they were not advised of the potential exposure to expert fees and post-offer costs, nor were they provided with an explanation of the financial risks associated with rejecting the 998 offer, including the risk that proceeding to trial would require incurring approximately \$200,000 in additional fees and costs that might not be recoverable even in the event of a favorable verdict.

On February 25, 2020, Nate Accomazzo signed an Addendum converting disputed invoices into a payment plan. The remaining Cross-Defendants did not sign the Addendum. Ford continued to incur fees after execution of the Addendum. Ford filed Substitution of Attorney forms on May 24, 2021.

On May 25, 2022, Cross-Defendants filed their malpractice complaint in Marin County Superior Court, Case No. CV2201554. The parties thereafter participated in Fee Arbitration. On August 11, 2022, Nate filed his rejection of the Fee Arbitration Award and filed a complaint for breach of contract in the Marin County Superior Court, Case No. CV2202529. On August 18, 2022, Bill filed a petition to confirm the Fee Arbitration Award, Marin County Superior Court Case No. CV2202604. After several case management conferences, the parties stipulated to consolidate this case number CV2202529 with case CV2202604, and to relate the consolidated case to the malpractice case number CV2201564.

Thereafter Bill Ford passed away, and on May 2, 2024, the successor declaration was filed. Sara Ford, as the successor in interest to Bill Ford, is claiming damages against Cross-Defendants in the amount of \$263,907.22. This amount includes \$185,366.76 for fees and costs, plus accruing late charges as authorized in the Payback Agreement, as well as prejudgment interest in the amount of ten percent per year.

### 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

The Cross-Complaint states four causes of action (breach of contract (x2), breach of the covenant of good faith and fair dealing, and common counts). Cross-Complainant seeks Summary Judgment, or in the alternative, Summary Adjudication of the following issues:

1. First Cause of Action for Breach of Contract Issue No. 1: Whether Cross-Defendants breached the written Attorney Client Fee Agreement as a matter of law. (Cross Complainant’s Undisputed Material Fact (“UMF”) Nos. 36-41).
2. Second Cause of Action for Breach of Contract Issue No. 2: Whether Cross-Defendants breached the Payback Agreement as an Addendum to the written Attorney-Client Fee Agreement as a matter of law. (UMF Nos. 42-47).
3. Third Cause of Action for Breach of Covenant of Good Faith and Fair Dealing Issue No. 3: Whether Cross Defendants’ promise to pay Cross-Complainant as set forth in the Payback Agreement as an Addendum to the written attorney-client Fee Agreement was made to induce Cross-Complaint to perform additional legal services, and Cross-Defendants failed to pay the agreed amount. (UMF Nos. 48-53).
4. Fourth Cause of Action for Common Counts (Work, Labor, And Services Rendered) Issue No. 4: Whether as a matter of law Cross-Defendants are liable for services they requested but for which they have refused to pay. (UMF Nos. 54-59).

### ***First and Second Causes of Action - Breach of Contract***

To establish a claim for breach of contract, a plaintiff must prove: (1) the existence of a contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) resulting damages to plaintiff. (*Pech v. Morgan* (2021) 61 Cal.App.5th 841, 855.) With respect to the second element, when an attorney claims the client breached a valid fee agreement, the attorney must demonstrate he reasonably performed his obligations under the agreement in a manner consistent with the implied covenant of good faith and fair dealing. (*Ibid.*)

No lodestar determination of “reasonable fees” is required in a breach of contract action where the hourly rates are specified.” (*Id.*, at p. 853.) An attorney is free to contract with a client for a fee that *exceeds* what might otherwise constitute “reasonable” compensation, as long as the rate to be charged and general nature of the legal services to be provided are disclosed and the rate is not unconscionable. (*Ibid.*) Evidence that attorney sent clients monthly billing statements that

“were not questioned, disputed or otherwise objected to” by clients was sufficient evidence to meet attorney's prima facie burden on breach of fee agreement claim. (*Id.*, at p. 856.)

Here, moving party provided evidence of the written Fee Agreement executed on June 20, 2018 and that Cross-Defendants breached the Fee Agreement (UMF Nos. 7, 36), that Cross-Complainant performed legal services pursuant to the terms of the Fee Agreement (UMF Nos. 8, 37), that Cross-Defendants did not dispute they owed \$235,079.94 as of February 25, 2020, and that Nate executed a Payback Agreement as a written addendum entitled to the Fee Agreement (UMF Nos. 16-18, 38-39). Moving party also provided evidence that Cross Defendants stopped making payments after March 10, 2021 (UMF Nos. 21, 40), that the amount of \$263,907.22, which includes \$185,366.76 for fees and costs, plus accrued interest and late charges as authorized in the Payback Agreement is due, etc. (UMF Nos. 25, 41, 42-47).

This is sufficient to meet Cross-Complainant's initial burden on Summary Judgment or Adjudication and to shift the burden to Cross-Defendants to demonstrate the existence of a triable issue of material fact.

Cross-Defendants have done so. They have raised a multitude of triable issues of material fact including but not limited to those regarding whether the services provided by Bill Ford were authorized under informed consent and/or reasonably performed, whether the amounts due are disputed (see Cross-Defendants' responses to UMF (“Resp. to UMF”) Nos. 2-6, 10-13, 15-18, 23, and Cross-Defendants' Additional Material Facts (“AMF”) Nos. 1-16.), and regarding the validity and enforceability of the Payback Agreement (Resp. to UMF Nos. 38-41, 44-47), etc.

For these reasons Summary Judgment as a whole and Summary Adjudication of the First and Second Issues are DENIED.

### ***Third Cause of Action - Breach of Covenant of Good Faith and Fair Dealing***

All contracts impose upon each party an implied duty of good faith and fair dealing as part of its performance and its enforcement. (*Foley v. Interactive Data Corporation* (1988) 47 Cal.3d 654, 683.) Under the implied covenant, each contracting party must “refrain from doing anything to injure the right of the other to receive the agreement's benefits.” (*Jordan v. Allstate Ins. Co.* (2007) 148 Cal.App.4th 1062, 1072.) In sum, the implied covenant “fills in” gaps in contracts in order to effectuate the intentions of parties or protect their reasonable expectations. (*Ibid.*) Consequently, a breach of the covenant of good faith and fair dealing is treated as a breach of the underlying contract. (*Careau & Co. v. Security Pacific Business Credit, Inc.* (1990) 222 Cal.App.3d 1371, 1393.)

The elements of a claim for breach of the implied covenant are: (1) the existence of a contract; (2) that plaintiff did all, or substantially all, of the significant things the contract required; (3) that the conditions required for the defendant's performance had occurred; (4) that defendant unfairly interfered with plaintiff's right to receive the benefits of the contract; and (5) that plaintiff was harmed by defendant's conduct. (*Carma Developers, Inc. v. Marathon Development Calif., Inc.* (1992) 2 Cal.4th 342, 371-375.)

The moving papers argue that Cross-Defendants' promise to pay Cross-Complainant as set forth in the Payback Agreement as an Addendum to the written attorney client Fee Agreement was made to induce Cross-Complaint to perform additional legal services, and Cross-Defendants did not pay the agreed amount. (UMF Nos. 48-53). This is sufficient to shift the burden to Cross-Defendants.

For the reasons discussed above, Cross-Defendants have established triable issues of material fact with respect to element 2 (reasonableness of Cross-Complainant's performance), as well as the validity and enforceability of the Payback Agreement. (See Resp. to UMF Nos. 2-6, 10-13, 15-18, 23, 38-41, 44-53; AMF Nos. 1-16.)

For these reasons, Summar Adjudication of Issue No. 3 is DENIED.

***Fourth Cause of Action - Common Counts***

The moving papers demonstrate that Cross-Defendants owe Cross-Complainant money for work, labor, and services that Cross-Complainant rendered for which payment has not been made as a matter of law. (UMF Nos. 54-59). The burden then shifted to Cross-Defendants to establish triable issues of material fact.

For the reasons discussed above, they have done so. (See also Resp. to UMF Nos. 54-59; AMF Nos. 1-16.) On this cause of action, the reasonableness of the fees would be at issue (in addition to the reasonableness of the services provided) since it does not rely on a contractual fee agreement.

Summary Adjudication of Issue No. 4 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: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO. CV2300024

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PLAINTIFF:    ROSIE HERNANDEZ

vs.

DEFENDANT: COUNTY OF MARIN, ET AL

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NATURE OF PROCEEDINGS: MOTION – OTHER

**RULING**

*The Court makes the following disclosure:*

*Effective January 1, 2026, I became the Presiding Judge of the Superior Court. In that role, I have ongoing administrative responsibilities that require me to meet with representatives of the Board of Supervisors and the County on matters pertaining to the operations of this building, which is owned by the County and houses the Superior Court. In February of this year I met with two members of the Board of Supervisors and the County Administrator to discuss these matters. The Court finds no basis to recuse itself because of these responsibilities or meetings.*

Plaintiff's motion for a new trial is **DENIED**.

***Discussion***

Plaintiff asserts two grounds for a new trial: (1) jury misconduct; and (2) insufficient evidence supported the jury's finding. In order to be entitled to a new trial, Plaintiff must demonstrate there has been a "miscarriage of justice," that is, that an error occurred that likely affected the outcome of the trial. (Cal. Const., art VI, § 13.)

*Jury Misconduct (Code Civ. Proc., § 657(2))*<sup>1</sup>

The moving party bears the burden of establishing juror misconduct. (*People v. Duran* (1996) 50 Cal.App.4th 103, 113.) The Court follows a three-step inquiry in deciding a motion for a new trial based on jury misconduct: (1) the court first determines whether the declarations are admissible; (2) if so, the Court must then determine whether the facts establish misconduct, and

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<sup>1</sup> Plaintiff also asserts the jury misconduct constitutes an irregularity in the proceedings under Code of Civil Procedure section 657(1) but offers no reasons independent of her other arguments.

(3) finally, if the Court finds misconduct, it must determine whether it was prejudicial. (*Hernandez v. First Student, Inc.* (2019) 37 Cal.App. 5<sup>th</sup> 270, 278.)

The Court rules as follows on the objections to declarations:

- Defendants' objections to the Declaration of Cass are **overruled**. The information is being offered for a non-hearsay purpose.
- Defendants' objections to the Declaration of Pierce are **sustained**. Unlike the conversation overheard by Cass, the information provided by Pierce constitutes hearsay. Furthermore, the declaration contains improper hearsay statements from Plaintiff's counsel and contains improper speculation and opinion testimony.
- Plaintiff's hearsay objection to the Declaration of Jaret is **sustained**.
- Plaintiff's objections to the Declaration of Juror No. 8, paragraph 6 are **sustained in part** to the extent the juror discusses issues arising during deliberations. (Evid. Code, § 1150; *Groberson v. City of Los Angeles*, (2010) 190 Cal.App.4th 778, 793.)

Plaintiff's claim of juror misconduct is based on statements that a juror allegedly made to a co-worker at a grocery store more than two weeks after the trial concluded and the juror had been discharged. The statements were allegedly overheard by an employee of Plaintiff's attorney.

Although the Court has sustained objections to some of the declarations, the Court notes that none of the alleged statements of juror (whether admissible or not) themselves constitute misconduct.<sup>2</sup> The Juror had been released from service and was perfectly free to discuss her experiences with her co-worker. The fact that an employee of Plaintiff's attorney was "shocked" to hear the comments and considered them to be "mean-spirited" does not establish that the juror committed misconduct.

Citing *Weathers v. Kaiser Foundation Hospitals* (1971) 5 Cal.3d 98, 104, Plaintiff argues that the juror's statements at the grocery store are evidence of the juror's "concealed bias." However, the facts in this case in no way resemble the offending facts and circumstances set forth in the *Weathers* decision. That case involved egregious and disparaging comments regarding a party's race. In sharp contrast, here the alleged offending comment was the juror indicating that Plaintiff had requested five million of taxpayer dollars at trial. Plaintiff contends this statement proves the juror had an undisclosed bias against her.

Whether a juror engages in misconduct is determined based on evidence of "any overt event or circumstance, 'open to [corroboration by] sight, hearing, and the other senses' [citation], which suggests a likelihood that one or more members of the jury were influenced by improper bias." (*In re Hamilton* (1999) 20 Cal.4th 273, 294.) The snippets of dialogue presented to the Court

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<sup>2</sup> Nor does the Court's decision turn on the evidentiary rulings. Even if all the evidence proffered by Plaintiff was deemed admissible, the Court would reach the same conclusion.

with this motion, shorn of context and recounted by partisan observers, do not demonstrate a likelihood that this juror acted with improper bias. The Court finds the evidence insufficient to establish to any juror misconduct, much less misconduct that likely affected the outcome of the trial. (See *Donovan v. Poway Unified School Dist.* (2008) 167 Cal.App.4<sup>th</sup> 567, 625-626.)

*Sufficiency of the Evidence (Code Civ. Proc., § 657(6))*

Plaintiff asserts she should be granted a new trial because insufficient evidence supports the jury's verdict that she did not suffer an adverse employment action. (Code Civ. Proc., § 657(6).) Plaintiff is reasserting arguments she unsuccessfully advanced at trial and that were unanimously rejected by the jury.

The Court should not order a new trial "unless after weighing the evidence the court is convinced from the entire record, including reasonable inferences therefrom, the court or jury clearly should have reached a different verdict or decision." (Code Civ. Proc., § 657.) The Court finds that substantial evidence supported the jury's findings that she did not suffer an adverse employment action. Plaintiff received the promotion she sought, and the jury rejected her claim that she should have been entitled to the position earlier. There is no basis for the Court to conclude the jury should have reached a different verdict or conclusion.

There has been no miscarriage of justice in this case and the motion for a new trial is 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.***

***The Zoom appearance information for March, 2026 is as follows:***

***<https://marin-courts-ca-gov.zoomgov.com/j/1605267272?pwd=908CbP6TV2mhCAyailnzo6lyz2dKaw.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: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO. CV0002303

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PLAINTIFF:    WELLS FARGO BANK, N.A.

vs.

DEFENDANT: STEVEN J. KAUFMAN, ET  
AL

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NATURE OF PROCEEDINGS:    MOTION – SUMMARY JUDGMENT

**RULING**

In light of the notice of settlement filed on February 13, 2026 this matter is ordered **off-calendar**.

*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: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO: CV0005828

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PLAINTIFF:      ALBERT MILLER,  
TRUSTEE OF THE HONEY CRISP LIVING  
TRUST DATED OCTOBER 3, 2024

vs.

DEFENDANT:      RICHARD H. BUELL, JR.,  
ET AL

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NATURE OF PROCEEDINGS: MOTION – OTHER

RULING

The unopposed request of Plaintiff for a jury trial is **GRANTED**. The parties are ordered to appear before the Court on **June 2, 2026** for a case management conference and trial setting.

*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=908CbP6TV2mhCAyaiInzo6lyz2dKaw.1>*

*Meeting ID: 160 526 7272*

*Passcode: 026935*

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO. CV0006561

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PLAINTIFF:    GREGORY SMITH

vs.

DEFENDANT: C.D.C.R. ET AL

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NATURE OF PROCEEDINGS: 1) MOTION - OTHER  
2) MOTION - OTHER  
3) MOTION - OTHER

**RULING**

Plaintiff's motion to amend Defendant's name and his original filing is **GRANTED**. The demurrer to Plaintiff's First Amended Complaint will be heard on **April 21, 2026 at 1:30 p.m. in Courtroom A.**

Plaintiff's request regarding a jury is premature and will be addressed at the time this matter is set for trial.

*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=908CbP6TV2mhCAyailnzo6lyz2dKaw.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: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO. CV0006850

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PLAINTIFF:    STATE FARM GENERAL  
INSURANCE COMPANY

vs.

DEFENDANT: BIOLITE, INC., A  
DELAWARE CORPORATION, ET AL

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NATURE OF PROCEEDINGS: MOTION – COMEL ANSWERS TO INTERROGATORIES –  
DISCOVERY FACILITATOR PROGRAM

RULING

Pursuant to Marin County Rule, Civil 2.13B, on February 3, 2026, attorney Michael Lopez was appointed to preside as Discovery Facilitator for Plaintiff’s Motion to Compel Answers to Interrogatories. The Court has not received a Declaration of Non-Resolution from either party, in particular *the moving party*, five court days prior to the hearing on the motion set for February 25, 2025, as required by MCR Civ 2.13H. The Court reminds the parties that compliance with MCR Civ 2.13H not only includes the timely filing of the Declaration of Non-Resolution by each party five court days prior to the hearing, but also requires that “[t]he Declaration shall not exceed three pages and *shall briefly summarize the remaining disputed issues and each party’s contentions.*” (MCR Civ 2.13H(1), emphasis added.)

The Court concludes and expects that this discovery matter is being resolved by the facilitator. The motion is therefore ordered **OFF CALENDAR**. (MCR Civ 2.13H(2).) Should the parties fail to reach resolution through the facilitator, either party may request (by ex parte application) that the Court re-set the motion for an expedited 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.*

*The Zoom appearance information for March, 2026 is as follows:*

<https://marin-courts-ca-gov.zoomgov.com/j/1605267272?pwd=908CbP6TV2mhCAyai1nzo6lyz2dKaw.1>

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO: CV0007185

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PETITIONER:    CHERYL RUGGIERO

vs.

DEFENDANT: BOLINAS HEARSAY NEWS,  
ET AL

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NATURE OF PROCEEDINGS: MOTION – OTHER

RULING

Plaintiff Cheryl Ruggiero’s (“Plaintiff”) motion to disqualify is **DENIED**.

*Background*

This is a defamation case. Plaintiff alleges that on August 5 and August 9, 2024, the Bolinas Hearsay News (“the Hearsay”), a community-run newspaper published by the defendant of the same name, published two articles written by Defendant José Leyva. (Second Amended Complaint (“SAC”), ¶¶ 1, 6, 19.) Both articles accused Plaintiff of defending genocide, stating that she has vocally supported the state of Israel in its actions in Palestine. (*Id.* at ¶¶ 20-21 and Exs. A, B.) Both referred to her as a racist based on her commentary on the Israel-Palestine issue and on her participation in a group called Bolinas for Compassionate Land Use, which the articles describe as attempting to render certain Latino residents of Bolinas homeless. (*Ibid.*) Plaintiff alleges that these statements and others are “demonstrably and provably false.” (*Id.* at ¶ 26.) Her causes of action include defamation (libel), libel per se, false light invasion of privacy, and intentional infliction of emotional distress.

Plaintiff filed her original complaint on August 5, 2025 and a First Amended Complaint (“FAC”) on October 7. In November 2025, attorney Jack Siedman (“Siedman”) entered the case as defense counsel. (Siedman Dec., ¶ 8.)

On December 2, 2025, Plaintiff filed a Doe amendment identifying Siedman as Doe No. 1. On February 9, 2026, Plaintiff voluntarily dismissed the case without prejudice as to several defendants, including Siedman.

On February 24, 2026, the Court granted Plaintiff leave to file the SAC pursuant to a stipulation among the parties. The SAC does not name Siedman as a defendant.

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The Court now considers Plaintiff's motion to disqualify Jack Siedman as defense counsel.

### *Legal Standard*

A trial court has the authority to disqualify an attorney from a matter as part of its "inherent power '[t]o control in furtherance of justice, the conduct of its ministerial officers, and of all other persons in any manner connected with a judicial proceeding before it, in every matter pertaining thereto.'" (*Zador Corp. v. Kwan* (1995) 31 Cal.App.4th 1285, 1292 [quoting Code Civ. Proc., § 128, subd. (a)(5)].)

Federal courts generally limit standing to bring disqualification motions to current or former clients of the attorney to be disqualified. (*Kennedy v. Eldridge* (2011) 201 Cal.App.4th 1197, 1204.) California courts, by contrast, have recognized that a party who is not a current or former client of the attorney may have standing to disqualify counsel in the face of an "ethical breach" that is " 'manifest and glaring' and so 'infects the litigation in which disqualification is sought that it impacts the moving party's interest in a just and lawful determination of [his or] her claims[.]' " (*Great Lakes Construction, Inc. v. Burman* (2010) 186 Cal.App.4th 1347, 1357 [quoting *Colyer v. Smith* (C.D. Cal. 1999) 50 F.Supp.2d 966, 971]; *Kennedy, supra*, 201 Cal.App.4th 1197, 1204.) This applies only where the moving party can demonstrate that the attorney's representation would result in "harm arising from a legally cognizable interest which is concrete and particularized, not hypothetical." (*Great Lakes, supra*, 186 Cal.App.4th 1347, 1358.) Holding a party seeking disqualification to a strict standing requirement "protects against the strategic exploitation of the rules of ethics and guards against improper use of disqualification as a litigation tactic." (*Ibid.*) A party who is not a client or former client of the attorney to be disqualified does not have standing to move to disqualify the attorney simply "to ensure the integrity of the process and the fair administration of justice." (*Ibid.*)

### *Discussion*

At the outset, the Court notes that any arguments based on Siedman's status as a defendant in this case are moot, Siedman having been dismissed from the case after Plaintiff filed this motion. Plaintiff argues that Siedman is a percipient witness to facts material to this case and may be called to testify, and that his acting as defense counsel under these circumstances violates Rule of Professional Conduct 3.7(a) ("A lawyer shall not act as an advocate in a trial in which the lawyer is likely to be a witness" subject to certain exceptions). Plaintiff does not explain what harm she imagines will befall *her* as a result of any violation of Rule 3.7(a) by Mr. Seidman. She expresses concern that Siedman's clients cannot give informed consent to his representing them, voicing doubt that his clients "can fully appreciate" the purported hazards associated with such representation. (Memorandum, p. 9.) Any deficiencies in the representation Siedman is providing his clients are between him and his clients. (See *Great Lakes, supra*, 186 Cal.App.4th 1347, 1358-1359.) Plaintiff's stated concern for the well-being of the people she is suing does not override their right to counsel of their choosing.

Plaintiff further argues that on December 19, 2025, the Hearsay published an article Siedman wrote about this lawsuit. (See Levine Dec., Ex. A.) In the article, Siedman stated that he planned to file an anti-SLAPP motion against the then-operative version of the complaint, the FAC, on behalf of the Hearsay and the other defendants in this case. He set forth the legal requirements

for a pleading to be struck under the anti-SLAPP statute and briefly described a theory for why the FAC satisfied them. In the course of doing this, he expressed Defendants' position that the statements alleged in the FAC were not defamatory, so Plaintiff will not be able to win her case. The Court does not agree with Plaintiff's assessment that this article violated Rules of Professional Conduct, rule 3.6. That rule prohibits a lawyer "who is participating or has participated in the investigation or litigation of a matter" from making "an extrajudicial statement that the lawyer knows or reasonably should know will (i) be disseminated by means of public communication and (ii) have a substantial likelihood of materially prejudicing an adjudicative proceeding in the matter." (Rules Prof. Conduct, rule 3.6.) "Notwithstanding" that language, Rule 3.6 specifically permits a lawyer to disclose "information contained a public record[.]" (Rules Prof. Conduct, rule 3.6(b)(2).) The article does not say anything more than what appears in Defendants' brief in support of their anti-SLAPP motion, which was already on file and publicly available at the time the article ran in the Hearsay. For this reason, the Court also disagrees with Plaintiff's contention that the article violated Rules of Professional Conduct, rule 8.4(d) (prohibiting an attorney from "engag[ing] in conduct that is prejudicial to the administration of justice"). Her appeal to Rules of Professional Conduct, rule 8.4(c) (prohibiting an attorney from making "reckless or intentional misrepresentations") is equally unavailing because she does not identify what "misrepresentations" she means. The article consists of true statements about how anti-SLAPP motions work and the timing of the hearing on Defendants' anti-SLAPP motion. It also contains statements of Defendants' legal position in the case, which are statements of opinion.

Plaintiff filed a "supplemental" brief in support of this motion taking issue with another article Siedman published in the Hearsay, this one on January 16, 2026. (Supplemental Levine Dec., Ex. A.) In the article, Siedman (among other things) stated that Plaintiff had filed a motion to disqualify him as defense counsel based on a supposed conflict of interest. He stated his intent to oppose the motion and seek dismissal as a defendant on the basis that he has "never been a Hearsay editor[.]" Plaintiff complains that his statement that he has never been a Hearsay editor is false, because his writing articles to be published in the Hearsay renders him an editor. Regardless of whether Seidman has ever qualified as a Hearsay "editor," this statement can hardly count as an "ethical breach" that is "'manifest and glaring' and so 'infects the litigation in which disqualification is sought that it impacts [Plaintiff's] interest in a just and lawful determination of her claims[.]'" (*Great Lakes, supra*, 186 Cal.App.4th 1347, 1357 [quoting *Colyer, supra*, 50 F.Supp.2d 966, 971].) Plaintiff also complains that the article is "misleading" because it did not explain her position that Siedman should be disqualified in enough detail. The Court is not convinced that this renders the article misleading. Siedman correctly stated that Plaintiff contends he should be disqualified as counsel. If Plaintiff wants the public to have further details, she should provide them herself.

The Court does not share Plaintiff's concern that these articles irretrievably contaminated her jury pool. Plaintiff is under the impression that her jury, if the case makes it that far, is going to be drawn from Bolinas. (See Memorandum, p. 10.) Jurors are pooled at the *county* level. It is unlikely that any sizable portion of Marin County has *ever* been exposed to the Hearsay, let alone read the specific issues of the Hearsay in which these articles ran. Also, whether a potential juror was exposed to these articles is easily addressed during voir dire. The idea that these articles could "influence" witnesses is completely speculative, and the argument that they could

negatively influence “public opinion” is simply irrelevant. Plaintiff is not entitled to have the general public hold a positive opinion of her case.

Overall, this motion strikes the Court as an attempt by Plaintiff to use the Rules of Professional Conduct as a pretext to obtain a litigation advantage. The motion is 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: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO: CV0008245

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PETITIONER:    JENNIFER JOHNSON

vs.

DEFENDANT: AMERICAN HONDA  
MOTOR CO., INC.

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NATURE OF PROCEEDINGS: DEMURRER

RULING

Defendant's demurrer is **OVERRULED**.

*Allegations in Plaintiffs' Complaint*

Plaintiff Jennifer Johnson alleges that on or about September 6, 2020, she entered into a warranty contract with Defendant American Honda Motor Co., Inc. ("AMH") for a 2020 Honda Odyssey (the "Vehicle"). (Complaint, ¶6.) The warranty was for three years or 36,000 miles, whichever came first. (*Id.*, ¶7 and Exh. A (p. 9).) Defects and nonconformities to the warranty manifested themselves within the applicable express warranty period, including but not limited to infotainment defects and electrical defects. (*Id.*, ¶11.) AMH has failed to promptly replace or make prompt restitution in accordance with the Song-Beverly Consumer Warranty Act (the "Act").

Plaintiff alleges that the applicable statute of limitations has been tolled because Plaintiff did not discover AMH's wrongful conduct until "shortly before filing this Complaint as the Subject Vehicle continued to exhibit symptoms of defects following Defendant's unsuccessful attempts to repair them." (*Id.*, ¶24.) AMH failed to provide restitution pursuant to the Act. Plaintiff's First Cause of Action alleges violation of Civil Code Section 1793.2(d), the Second Cause of Action alleges violation of Civil Code Section 1793.2(b), the Third Cause of Action alleges violation of Civil Code Section 1793.2(a)(3), the Fourth Cause of Action alleges breach of the implied warranty of merchantability under Civil Code Sections 1791.1, 1794 and 1795.5, and the Fifth Cause of Action alleges fraudulent inducement-concealment.

*Procedural Deficiency*

The Court draws AHM's attention to Local Rule 2.8(C)2, which requires attachment of the operative pleading as an exhibit to the demurrer.

### *Standard*

"The function of a demurrer is to test the sufficiency of the complaint as a matter of law, and it raises only a question of law." (*Holiday Matinee, Inc. v. Rambus, Inc.* (2004) 118 Cal.App.4th 1413, 1420.) A complaint "ordinarily is sufficient if it alleges ultimate rather than evidentiary facts" (*Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 550), but the plaintiff must set forth the essential facts of his or her case "with reasonable precision and with particularity sufficient to acquaint [the] defendant with the nature, source and extent" of the plaintiff's claim. (*Doherty Park Terrace Homeowners Assn., Inc. v. Truck Ins. Exchange* (2005) 132 Cal.App.4th 1076, 1099 [citation and internal quotations omitted].) Legal conclusions are insufficient. (*Id.* at 1098–1099; *Doe*, 42 Cal.4th at 551, fn. 5.) The court "assume[s] the truth of the allegations in the complaint, but do[es] not assume the truth of contentions, deductions, or conclusions of law." (*California Logistics, Inc. v. State of California* (2008) 161 Cal.App.4th 242, 247.)

### *Discussion*

#### Ambiguity

AMH demurs to all five causes of action on the ground that they are uncertain, ambiguous and unintelligible because Plaintiff fails to allege (1) the purported type of defects and nonconformities to warranties that allegedly manifested in the Vehicle, (2) the dates the defects and nonconformities manifested, and (3) when Plaintiff discovered the defects and nonconformities. Plaintiff also fails to identify what "wrongful conduct" she discovered on August 26, 2025.

"[D]emurrers for uncertainty are disfavored and are granted only if the pleading is so incomprehensible that a defendant cannot reasonably respond. A demurrer for uncertainty is strictly construed, even where a complaint is in some respects uncertain, because ambiguities can be clarified under modern discovery procedures.

[U]nder our liberal pleading rules, where the complaint contains substantive factual allegations sufficiently apprising defendant of the issues it is being asked to meet, a demurrer for uncertainty should be overruled or plaintiff given leave to amend." (*A.J. Fistes Corp. v. GDL Best Contractors, Inc.* (2019) 38 Cal.App.5<sup>th</sup> 677, 695 [citations and internal quotations omitted].)

While the Court agrees that Plaintiff's Complaint lacks detail regarding the nature of the alleged defects and nonconformities and the dates Plaintiff discovered them, the Complaint is not so ambiguous that AMH cannot respond. The Court therefore does not sustain the demurrer on the basis of uncertainty.

#### Statute of Limitations

##### *First through Fourth Causes of Action*

AMH demurs to the First through Fourth Causes of Action on the ground that they are barred by the four year statute of limitations under Uniform Commercial Code.

The four year statute of limitations under California Uniform Commercial Code Section 2725 governs actions for breach of warranty under the Act. (*Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4<sup>th</sup> 1297, 1305-1306; *Krieger v. Nick Alexander Imports, Inc.* (1991) 234 Cal.App.3d 205, 215.) Section 2725(2) provides that “[a] cause of action accrues when the breach occurs, regardless of the aggrieved party’s lack of knowledge of the breach. A breach of warranty occurs when tender of delivery is made, except that where a warranty explicitly extends to future performance of the goods and discovery of the breach must await the time of such performance the cause of action accrues when the breach is or should have been discovered.” “Put another way, when an express warranty contemplates future performance (such as repair of a defect), California law provides that breach of such an express warranty may occur after tender, such as when future performance (such as the repair) is deficient.” (*Nguyen v. Nissan North America, Inc.* (N.D. Cal. 2020) 487 F.Supp.3d 845, 854-855.) This accrual rule applies to Plaintiff’s First through Third Causes of Action for breach of express warranty under Civil Code Section 1793.2.

With respect to Plaintiff’s Fourth Cause of Action for breach of implied warranty, the court in *Mexia* held that the durational limit in Civil Code Section 1791.1(c) extends an implied warranty to future performance, and that the implied warranty may be breached by a latent defect undiscoverable at the time of sale but must occur no later than the durational limit set forth in Section 1791.1(c) (i.e., one year). (*Mexia*, 174 Cal.App.4<sup>th</sup> at p. 1311.) Federal courts are split as to whether the discovery rule applies to implied warranty claims. (Compare *Cabrera v. Ford Motor Company*, Case No.: 23-cv-1775-WQH-LR, 2024 WL 4101907, \*6 (S.D. Cal. June 4, 2024) [discovery rule does not apply] and *Scott v. PerkinElmer Health Sciences, Inc.* 2024 WL 5150641 (N.D. Cal. Dec. 16, 2024) [same] with *Tanner v. Ford Motor Company*, 424 F.Supp.3d 666, 671 (N.D. Cal. 2019) [“the statute of limitations for implied warranty claims does not run at tender. It runs at discovery”]. While *Mexia* addressed the specific issues of duration of an implied warranty and breach within that timeframe, the decision also suggests that the discovery rule does apply to implied warranty claims.

Plaintiff does not allege when she purchased or received the vehicle, when the breach occurred, or facts indicating when she should have discovered the breach. AMH is correct that Plaintiff’s allegations that the defects and nonconformities manifested themselves within the express three year/36,000 mile warranty period, and that AHM failed to make available sufficient service literature and replacement parts to effect repairs during the warranty period, suggest that Plaintiff (1) had received the Vehicle and (2) noticed the defects and nonconformities by September 6, 2023 (three years after she alleges she received the warranty on September 6, 2020).<sup>1</sup> However, these facts do not actually appear on the face of the Complaint.

“A demurrer based on a statute of limitations will not lie where the action may be, but is not necessarily, barred. [Citation.] In order for the bar of the statute of limitations to be raised by demurrer, the defect must clearly and affirmatively appear on the face of the complaint; it is not

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<sup>1</sup> If the defects or nonconformities manifested themselves before November 19, 2021, Plaintiff’s Complaint would be untimely.

enough that the complaint shows that the action may be barred.” (*Guardian North Bay, Inc. v. Superior Court* (2001) 94 Cal.App.4th 963, 971-972 [citation omitted]; see also *Childs v. State of California* (1983) 144 Cal.App.3d 155, 161 [“[a] demurrer on the ground of the bar of the statute of limitations *does not lie* where the complaint merely shows that the action *may have been barred*. It must appear affirmatively that, upon the facts stated, the *right of action is necessarily barred*”] [citation omitted][emphasis in original].) A plaintiff has no obligation to plead around a statute of limitations defense. (See *Union Carbide Corp. v. Superior Court* (1984) 36 Cal.3d 15, 25; *JPMorgan Chase Bank, NA v. Ward* (2019) 33 Cal.App.5th 678, 688.) “While a demurrer based on statute of limitations lies where the dates in question are shown on the face of the complaint, if those dates are missing, there’s no ground for a general demurrer.” (*United Western Medical Centers v. Superior Court* (1996) 42 Cal.App.4th 500, 505.) Because the bar of the statute of limitations does not clearly and affirmatively appear on the face of Plaintiff’s Complaint, AMH’s demurrer to the First through Fourth Causes of Action is overruled.

#### *Fifth Cause of Action*

AMH demurs to the Fifth Cause of Action on the ground that it is barred by the three year statute of limitations under Code of Civil Procedure Section 338(d). A cause of action is not deemed accrued “until the discovery, by the aggrieved party, of the facts constituting the fraud . . .” (Code Civ. Proc. § 338(d).)

Plaintiff alleges that the fraud occurred when AMH failed to disclose the defect to Plaintiff at the time she purchased the Vehicle. (Complaint, ¶¶60 [“Defendant committed fraud by allowing the Subject Vehicle to be sold to Plaintiff without disclosing that the Subject Vehicle and its infotainment system was defective”], 65 [“Had Plaintiff known that the Vehicle and its infotainment system were defective prior to the time of sale, she would not have purchased the Vehicle”].) Plaintiff does not allege the date of purchase. Plaintiff also alleges that she did not discover AMH’s wrongful conduct until “shortly before filing this Complaint as the Subject Vehicle continued to exhibit symptoms of defects following Defendant’s unsuccessful attempts to repair them.” (Complaint, ¶24.)

The bar of the statute of limitations under Section 338(d) does not appear on the face of Plaintiff’s Complaint, and therefore the demurrer to this cause of action is also overruled.

***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=908CbP6TV2mhCAyailnzo6lyz2dKaw.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: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO: CV0008248

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PETITIONER:    TERREN O'CONNOR

vs.

DEFENDANT: AMERICAN HONDA  
MOTOR CO., INC.

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NATURE OF PROCEEDINGS: DEMURRER

RULING

Defendant's demurrer is **OVERRULED**.

*Allegations in Plaintiffs' Complaint*

Plaintiff Terren O'Connor alleges that on or about September 30, 2017, she entered a warranty contract with Defendant American Honda Motor Co., Inc. ("AMH") for a 2018 Honda Odyssey (the "Vehicle"). (Complaint, ¶6.) The warranty was for three years or 36,000 miles, whichever came first. (*Id.*, ¶7 and Exh. A (p. 9).) Defects and nonconformities to the warranty manifested themselves within the applicable express warranty period, including but not limited to engine defects and electrical defects. (*Id.*, ¶11.) AMH has failed to promptly replace or make prompt restitution in accordance with the Song-Beverly Consumer Warranty Act (the "Act").

Plaintiff alleges that the applicable statute of limitations has been tolled because Plaintiff did not discover AMH's wrongful conduct until August 26, 2025, when Plaintiff requested a buyback and/or restitution, as the Vehicle continued to exhibit symptoms of defects after AMH's attempts to repair them. (*Id.*, ¶24.) AMH failed to provide restitution pursuant to the Act. Plaintiff's First Cause of Action alleges violation of Civil Code Section 1793.2(d), the Second Cause of Action alleges violation of Civil Code Section 1793.2(b), the Third Cause of Action alleges violation of Civil Code Section 1793.2(a)(3), the Fourth Cause of Action alleges breach of the implied warranty of merchantability under Civil Code Sections 1791.1, 1794 and 1795.5, and the Fifth Cause of Action alleges fraudulent inducement-concealment.

*Procedural Deficiency*

The Court draws AHM's attention to Local Rule 2.8(C)2, which requires attachment of the operative pleading as an exhibit to the demurrer.

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### *Standard*

“The function of a demurrer is to test the sufficiency of the complaint as a matter of law, and it raises only a question of law.” (*Holiday Matinee, Inc. v. Rambus, Inc.* (2004) 118 Cal.App.4th 1413, 1420.) A complaint “ordinarily is sufficient if it alleges ultimate rather than evidentiary facts” (*Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 550), but the plaintiff must set forth the essential facts of his or her case “with reasonable precision and with particularity sufficient to acquaint [the] defendant with the nature, source and extent” of the plaintiff’s claim. (*Doheny Park Terrace Homeowners Assn., Inc. v. Truck Ins. Exchange* (2005) 132 Cal.App.4th 1076, 1099 [citation and internal quotations omitted].) Legal conclusions are insufficient. (*Id.* at 1098–1099; *Doe*, 42 Cal.4th at 551, fn. 5.) The court “assume[s] the truth of the allegations in the complaint, but do[es] not assume the truth of contentions, deductions, or conclusions of law.” (*California Logistics, Inc. v. State of California* (2008) 161 Cal.App.4th 242, 247.)

### *Discussion*

#### Ambiguity

AMH demurs to all five causes of action on the ground that they are uncertain, ambiguous and unintelligible because Plaintiff fails to allege (1) the purported type of defects and nonconformities to warranties that allegedly manifested in the Vehicle, (2) the dates the defects and nonconformities manifested, and (3) when Plaintiff discovered the defects and nonconformities. Plaintiff also fails to identify what “wrongful conduct” she discovered on August 26, 2025.

“[D]emurrers for uncertainty are disfavored and are granted only if the pleading is so incomprehensible that a defendant cannot reasonably respond. A demurrer for uncertainty is strictly construed, even where a complaint is in some respects uncertain, because ambiguities can be clarified under modern discovery procedures.

[U]nder our liberal pleading rules, where the complaint contains substantive factual allegations sufficiently apprising defendant of the issues it is being asked to meet, a demurrer for uncertainty should be overruled or plaintiff given leave to amend.” (*A.J. Fistes Corp. v. GDL Best Contractors, Inc.* (2019) 38 Cal.App.5th 677, 695 [citations and internal quotations omitted].)

While the Court agrees that Plaintiff’s Complaint lacks detail regarding the nature of the alleged defects and nonconformities and the dates Plaintiff discovered them, the Complaint is not so ambiguous that AMH cannot respond. The Court therefore does not sustain the demurrer on the basis of uncertainty.

#### Statute of Limitations

##### *First through Fourth Causes of Action*

AMH demurs to the First through Fourth Causes of Action on the ground that they are barred by the four year statute of limitations under Uniform Commercial Code.

The four year statute of limitations under California Uniform Commercial Code Section 2725 governs actions for breach of warranty under the Act. (*Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4<sup>th</sup> 1297, 1305-1306; *Krieger v. Nick Alexander Imports, Inc.* (1991) 234 Cal.App.3d 205, 215.) Section 2725(2) provides that “[a] cause of action accrues when the breach occurs, regardless of the aggrieved party’s lack of knowledge of the breach. A breach of warranty occurs when tender of delivery is made, except that where a warranty explicitly extends to future performance of the goods and discovery of the breach must await the time of such performance the cause of action accrues when the breach is or should have been discovered.” “Put another way, when an express warranty contemplates future performance (such as repair of a defect), California law provides that breach of such an express warranty may occur after tender, such as when future performance (such as the repair) is deficient.” (*Nguyen v. Nissan North America, Inc.* (N.D. Cal. 2020) 487 F.Supp.3d 845, 854-855.) This accrual rule applies to Plaintiff’s First through Third Causes of Action for breach of express warranty under Civil Code Section 1793.2.

With respect to Plaintiff’s Fourth Cause of Action for breach of implied warranty, the court in *Mexia* held that the durational limit in Civil Code Section 1791.1(c) extends an implied warranty to future performance, and that the implied warranty may be breached by a latent defect undiscoverable at the time of sale but must occur no later than the durational limit set forth in Section 1791.1(c) (i.e., one year). (*Mexia*, 174 Cal.App.4<sup>th</sup> at p. 1311.) Federal courts are split as to whether the discovery rule applies to implied warranty claims. (Compare *Cabrera v. Ford Motor Company*, Case No.: 23-cv-1775-WQH-LR, 2024 WL 4101907, \*6 (S.D. Cal. June 4, 2024) [discovery rule does not apply] and *Scott v. PerkinElmer Health Sciences, Inc.* 2024 WL 5150641 (N.D. Cal. Dec. 16, 2024) [same] with *Tanner v. Ford Motor Company*, 424 F.Supp.3d 666, 671 (N.D. Cal. 2019) [“the statute of limitations for implied warranty claims does not run at tender. It runs at discovery”]. While *Mexia* addressed the specific issues of duration of an implied warranty and breach within that timeframe, the decision also suggests that the discovery rule does apply to implied warranty claims.

Plaintiff does not allege when she purchased or received the vehicle, when the breach occurred, or facts indicating when she should have discovered the breach. AMH is correct that Plaintiff’s allegations that the defects and nonconformities manifested themselves within the express three year/36,000 mile warranty period, and that AHM failed to make available sufficient service literature and replacement parts to effect repairs during the warranty period, *suggest* that Plaintiff (1) had received the Vehicle and (2) noticed the defects and nonconformities by September 30, 2020 (three years after she alleges she received the warranty on September 30, 2017).<sup>1</sup> However, these facts do not actually appear on the face of the Complaint.

“A demurrer based on a statute of limitations will not lie where the action may be, but is not necessarily, barred. [Citation.] In order for the bar of the statute of limitations to be raised by demurrer, the defect must clearly and affirmatively appear on the face of the complaint; it is not enough that the complaint shows that the action may be barred.” (*Guardian North Bay, Inc. v. Superior Court* (2001) 94 Cal.App.4<sup>th</sup> 963, 971-972 [citation omitted]; see also *Childs v. State of California* (1983) 144 Cal.App.3d 155, 161 [“[a] demurrer on the ground of the bar of the

<sup>1</sup> If the four year period began to run on or before September 30, 2020, Plaintiff’s Complaint would be untimely as it was not filed until November 19, 2025.

statute of limitations *does not lie* where the complaint merely shows that the action *may have been barred*. It must appear affirmatively that, upon the facts stated, the *right of action is necessarily barred*”] [citation omitted][emphasis in original].) A plaintiff has no obligation to plead around a statute of limitations defense. (See *Union Carbide Corp. v. Superior Court* (1984) 36 Cal.3d 15, 25; *JPMorgan Chase Bank, NA v. Ward* (2019) 33 Cal.App.5th 678, 688.) “While a demurrer based on statute of limitations lies where the dates in question are shown on the face of the complaint, if those dates are missing, there’s no ground for a general demurrer.” (*United Western Medical Centers v. Superior Court* (1996) 42 Cal.App.4th 500, 505.) Because the bar of the statute of limitations does not clearly and affirmatively appear on the face of Plaintiff’s Complaint, AMH’s demurrer to the First through Fourth Causes of Action is overruled.

#### *Fifth Cause of Action*

AMH demurs to the Fifth Cause of Action on the ground that it is barred by the three year statute of limitations under Code of Civil Procedure Section 338(d). A cause of action is not deemed accrued “until the discovery, by the aggrieved party, of the facts constituting the fraud . . . .” (Code Civ. Proc. § 338(d).)

Plaintiff alleges that the fraud occurred when AMH failed to disclose the defect to Plaintiff at the time she purchased the Vehicle. (Complaint, ¶¶51 [“Defendant Honda and its agents have actively concealed the Engine Defect and failed to disclose this defect to Plaintiff at the time of the purchase of the Subject Vehicle or thereafter”], 54 [“If Plaintiff knew about these defects at the time of sale, Plaintiff would not have purchased the Subject Vehicle”].) Plaintiff does not allege the date of purchase. Plaintiff also alleges that she did not discover AMH’s wrongful conduct until August 26, 2025, when she requested a buyback and/or restitution because the Vehicle continued to exhibit symptoms of defects after AMH’s attempts to repair them. (Complaint, ¶24.)

The bar of the statute of limitations under Section 338(d) does not appear on the face of Plaintiff’s Complaint, and therefore the demurrer to this cause of action is also overruled.

***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=908CbP6TV2mhCAyailnzo6lyz2dKaw.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: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO: CV0008617

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PETITIONER: ANA M. VELASCO  
AVILES

vs.

DEFENDANT: ALLSTATE INSURANCE  
COMPANY

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NATURE OF PROCEEDINGS: MOTION – CHANGE OF VENUE

**RULING**

The unopposed motion of Plaintiff to transfer venue is **GRANTED**. The matter is transferred to Madera County. (Code Civ. Proc., § 396b.)

*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: 03/24/26      TIME: 1:30 P.M.      DEPT: A      CASE NO: CV0008684

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CAMILO IBARRA

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PETITIONER: ABOLFAZI  
SHOUSHTARIAN

vs.

DEFENDANT: MOHAMAD R.  
SHOUSHTARIAN, ET AL

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NATURE OF PROCEEDINGS: DEMURRER

**RULING**

Plaintiff has not filed a response or opposition to Defendant's demurrer. The failure of a party to oppose a demurrer may be construed as having abandoned the claims. (*Herzberg v. County of Plumas* (2005) 133 Cal.App.4th 1, 20.) Thus, the failure to oppose is treated as consent to the granting the motion. (Calif. Rules of Court, rule 8.54(c); Civ. Local Rule 2.8G.1.) The demurrer is sustained on this basis with leave to amend.

***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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