

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN**

DATE: 04/22/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV2101246

PRESIDING: HON. SHEILA S. LICTBLAU

REPORTER:

CLERK: ALINA ANDRES

PLAINTIFF: ELIZABETH VARGAS

vs.

DEFENDANT: ANAHIT
GHANBARZADEH, ET AL

NATURE OF PROCEEDINGS: 1) MOTION - QUASH
2) HEARING - OTHER: ORDER REGARDING DISBURSEMENT OF FUNDS ON
INTERPLEADER CROSS-COMPLAINT

RULING

Pius Joseph filed a motion to quash service of an interpleader complaint filed against him and Plaintiff Elizabeth Vargas. However, Joseph subsequently answered the complaint. Accordingly, the motion to quash is denied as moot.

Joseph's answer seeks to also compel arbitration. However, there is no arbitration agreement attached to the answer/petition. If Joseph seeks to compel arbitration, he must file a noticed motion which attaches the agreement.

Appearances required.

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 April, 2026 is as follows:

<https://marin-courts-ca-gov.zoomgov.com/j/1615487764?pwd=Ob4B5J7LLKcpnkxzJjEOSHnzEGafG.1>

Meeting ID: 161 548 7764

Passcode: 502070

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN**

DATE: 04/22/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0000719

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER:

CLERK: ALINA ANDRES

PLAINTIFF: TERRY PICKETT

vs.

DEFENDANT: TOWN OF ROSS

NATURE OF PROCEEDINGS: MOTION – CONTINUE TRIAL

RULING

Cross-Complainant Town of Ross’ (“Ross”) motion to continue trial, which is currently set for July 13, 2026, is GRANTED. Ross has shown good cause for a continuance. (Cal. Rules of Court, Rule 3.1332(c)(1), (6), (7).) The underlying lawsuit in this case was recently dismissed following months of difficulties with obtaining any discovery. The dismissal changes the order in which the cases would be tried. Ross now wishes to file a motion for summary judgment. They have requested a brief continuance.

Cross-Defendants, (“Picketts”) had stipulated to the continuance but now object to it because Ross seeks to file a summary judgment motion. The court finds the Picketts have not established prejudice by the short continuance.

For these reasons, the motion is granted. Ross shall file its summary judgment forthwith. The parties shall appear on May 12, 2026 to re-set the trial date.

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN**

DATE: 04/22/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0003236

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER:

CLERK: ALINA ANDRES

PLAINTIFF: BRUCE GOLDMAN, ET AL

vs.

DEFENDANT: RITA VILEISIS, ET AL

NATURE OF PROCEEDINGS: MOTION – DISCOVERY – DISCOVERY FACILITATOR PROGRAM

RULING

Defendant Vileisis (“Vileisis”) filed a motion to compel Plaintiff Bruce Goldman (“Goldman”) to provide further responses to Requests for Admission, Set One, and for sanctions. Vileisis’ initial motion concerned 33 requests. Goldman served supplemental responses on March 30, 2026.

The parties worked with Discovery Facilitator Patrice Goldman, who found that 13 of the amended responses, including Responses to Requests Nos. 13, 27, 29, 30, 31, 32, 33, 35, 36, 39, 43, 47 and 48 are improper.

Legal Standard

When responding to a Request for Admission, a party may make an admission in full or in part, but it must be as complete and straightforward as the information reasonable available to the responding party permits. (Cod Civ. Proc. §2033.220(a).) If any portion of the Requests for Admissions is true, the responding party must, “[a]dmit so much of the matter involved in the request as is true, either as expressed in the request itself or as reasonably and clearly qualified by the responding party.” (Code Civ. Proc. § 2033.220(b)(1).) A partial admission must state which part of the request is true while denying the remainder of the request, or may admit the truth “as reasonably and clearly qualified.” (*Id.*)

Analysis

The court has reviewed the initial and amended responses and still finds that Requests Nos. 13, 27, 28, 29, 30, 31, 33, 35, 36, 39, 43, 47, 48 are evasive or otherwise fail to cure defects. Accordingly, the court orders that Goldman provide amended code compliant responses within 10 days of service of this order.

As to sanctions, the court also orders sanctions as there is no substantial justification for the evasive responses. The court finds the amount of sanctions requested to be excessive and orders sanctions in the amount of \$5,000. Such sanctions shall be stayed pending further court order and timely compliance with this order.

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN**

DATE: 04/22/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0006481

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER:

CLERK: ALINA ANDRES

PLAINTIFF: DIRK AGUILAR

vs.

DEFENDANT: JUAN ANON, ET AL

NATURE OF PROCEEDINGS: MOTION – COMPEL – DISCOVERY FACILITATOR PROGRAM

RULING

This matter concerns the filing of a motion to compel nine sets of discovery on three different individuals. Although it appears that Defendants refused to participate in the discovery facilitator program prior to the filing of the motion, following this motion, the parties were referred to the Discovery Facilitator program and Len Rifkind was appointed on March 4, 2026 to assist the parties. Neither party filed a Declaration of Non-Resolution as required in local rule MCR Civ. 2.13H. The court shall take the matter of calendar so the parties may work with Mr. Rifkind. If the parties cannot reach resolution, either party may place the matter back on calendar by appearing ex parte following the filing of a Declaration of Non-Resolution.

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: 04/22/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0006636

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER:

CLERK: ALINA ANDRES

PLAINTIFF: PAUL SOLON

vs.

DEFENDANT: DAVID SONG, ET AL

NATURE OF PROCEEDINGS: 1) DEMURRER
2) MOTION – STRIKE

RULING

On March 6, 2026, Plaintiff timely filed a first amended complaint. Accordingly, the demurrer and motion to strike are denied as moot.

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: 04/22/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0006887

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER:

CLERK: ALINA ANDRES

PLAINTIFF: KATELYN FOSTER,
INDIVIDUALLY, AND ON BEHALF OF
OTHER SIMILARLY SITUATED
EMPLOYEES

vs.

DEFENDANT: HOPMONK TAVERN-
SONOMA LLC, ET AL

NATURE OF PROCEEDINGS: DEMURRER

RULING

This matter is continued to May 6, 2026 at 1:30 pm.

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: 04/22/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0007055

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER:

CLERK: ALINA ANDRES

PLAINTIFF: THOREN MANETTA, ET
AL

vs.

DEFENDANT: TOYOTA MOTOR SALES
U.S.A., INC, ET AL

NATURE OF PROCEEDINGS: 1) DEMURRER
2) MOTION - STRIKE

RULING

Defendant Toyota Motor Sales, USA, Inc.’s demurrer to the Sixth Cause of Action is sustained on the ground that Plaintiffs fail to adequately allege a duty to disclose. Plaintiffs are granted leave to amend to allege sufficient facts with respect to the existence of a transactional relationship as set forth below. The motion to strike the punitive damages request is granted.

I. Allegations in the First Amended Complaint

Plaintiffs filed their First Amended Complaint against Defendants Toyota Motor Sales, USA, Inc. (“TMS”) and Toyota Marin on January 20, 2026, alleging that on January 19, 2022, they entered into a warranty contract with TMS in connection with a 2022 Toyota Tundra (the “Vehicle”) they purchased from Toyota Marin. Plaintiffs experienced defects and nonconformities in the Vehicle including shuddering, engine failure, harsh shifts, and slipping in gear. Plaintiffs brought the Vehicle in for repair numerous times for engine repairs and TMS eventually replaced the engine. TMS has failed to either promptly replace the Vehicle or has failed to promptly make restitution in accordance with the Song-Beverly Act (the “Act”). Plaintiffs’ First through Fourth Causes of Action are against TMS and allege violations of the Act. Plaintiffs’ Fifth Cause of Action is against Toyota Marin for negligent repair. Plaintiffs’ Sixth Cause of Action is against TMS for fraudulent inducement-concealment. In their Prayer for Relief, Plaintiffs seek general, consequential, incidental and punitive damages, as well as civil penalties, attorneys’ fees, and costs.

II. Procedural Deficiency

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

III. Demurrer

A. 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.)

B. Discussion

TMS demurs to the Sixth Cause of Action for fraudulent inducement-concealment on the grounds that Plaintiffs fail to adequately allege that TMS has a duty to disclose, Plaintiffs fail to plead concealment with particularity, and the cause of action is barred by the economic loss doctrine.

The Court sustains the demurrer on the first ground, i.e., Plaintiffs fail to allege a duty to disclose.

"There are four circumstances in which nondisclosure or concealment may constitute actionable fraud: (1) when the defendant is in a fiduciary relationship with the plaintiff; (2) when the defendant had exclusive knowledge of material facts not known to the plaintiff; (3) when the defendant actively conceals a material fact from the plaintiff; and (4) when the defendant makes partial representations but also suppresses some material facts. Where . . . a fiduciary relationship does not exist between the parties, only the latter three circumstances may apply. These three circumstances, however, presuppose[] the existence of some other relationship between the plaintiff and defendant in which a duty to disclose can arise. A duty to disclose facts arises only when the parties are in a relationship that gives rise to the duty, such as seller and buyer, employer and prospective employee, doctor and patient, or parties entering into any kind of contractual arrangement." (*Bigler-Engler v. Breg, Inc.* (2017) 7 Cal.App.5th 276, 311 [citations and internal quotations omitted].) "Such a transaction must necessarily arise from direct dealings between the Plaintiff and defendant; it cannot arise between the defendant and the public at large." (*Ibid.*) This rule was recently reiterated by the California Supreme Court in *Rattagan v. Uber Techs., Inc.* (2024) 17 Cal.5th 1, 41.)¹

¹ The *Bader* decision cited by Plaintiffs was decided before the California Supreme Court's decision in *Rattagan* which, as noted above, confirmed the requirement that there be a transactional relationship between the parties. *Bader* also did not hold that a transactional relationship was not required, or adopt a different standard for

TMS argues that it did not owe Plaintiffs a duty because there is no fiduciary or transactional relationship between TMS and Plaintiffs as required under *Bigler-Engler* and *Rattagan*. Plaintiffs rely on *Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828, in which the court found that the plaintiff sufficiently alleged a transactional relationship under somewhat similar facts: “In its short argument on this point in its appellate brief, Nissan argues plaintiffs did not adequately plead the existence of a buyer-seller relationship between the parties, because plaintiffs bought the car from a Nissan dealership (not from Nissan itself). At the pleading stage (and in the absence of a more developed argument by Nissan on this point), we conclude plaintiffs’ allegations are sufficient. Plaintiffs alleged that they bought the car from a Nissan dealership, that Nissan backed the car with an express warranty, and that Nissan’s authorized dealerships are its agents for purposes of the sale of Nissan vehicles to consumers. In light of these allegations, we decline to hold plaintiffs’ claim is barred on the ground there was no relationship requiring Nissan to disclose known defects.” (*Id.* at 844.)

Dhital is distinguishable as the plaintiff there alleged that the car manufacturer’s authorized dealerships were its agents for purposes of the sale of vehicles to customers. Here, while Plaintiffs allege that Toyota Marin is an authorized dealership of TMS and that dealerships are TMS’s agents for vehicle repairs (First Amended Complaint (“FAC”), ¶¶9, 10, 63), Plaintiffs do not allege that Toyota Marin is TMS’s agent for purposes of the sale of its vehicles to customers. Ambiguous references to agency are insufficient. (See *Ford Motor Warranty Cases* (2023) 89 Cal.App.5th 1324, 1341-1342, *aff’d Ford Motor Warranty Cases* (2025) 17 Cal.5th 1122.)

Plaintiffs’ reliance on their warranty with TMS is also insufficient. A manufacturer’s warranty is generally deemed to be a separate contract than the purchase agreement with the seller of the vehicle. (See *Ballestreros v. Ford Motor Co.* (2025) 109 Cal.App.5th 1196, 1202, 1208.) It is the purchase transaction that is relevant to Plaintiffs’ claims, as they allege that they would not have purchased the Vehicle absent the concealment. (FAC, ¶¶66, 72.) Therefore, any transactional relationship sufficient to support a duty would have to pertain to Plaintiffs’ purchase of the Vehicle. While Plaintiffs allege that they entered into to a warranty relationship with TMS, this is not the contract pursuant to which they purchased the Vehicle. The First Amended Complaint does not allege any details regarding the purchase contract, including whether it occurred at the same time Plaintiffs received the warranty from TMS or whether the two contracts were part of the same overall transaction pursuant to which Plaintiffs acquired the Vehicle. Thus there are insufficient allegations to tie the warranty agreement with TMS to Plaintiffs’ decision to purchase the Vehicle. While the *Dhital* court noted in its ruling that the defendant manufacturer had backed the car with an express warranty, it also found that the plaintiff adequately alleged the existence of an agency relationship between the defendant and the dealership which sold the vehicle. Both factors (the warranty agreement and the agency relationship with the dealer) were relevant to the *Dhital* court’s decision.

The demurrer is sustained on the ground that Plaintiffs fail to adequately allege a transactional relationship or direct dealings with TMS. Plaintiffs are granted leave one more time to remedy this defect.

concealment claims; rather, the court discussed the issue before it in the context of whether any instructional error was prejudicial. (See *Bader v. Johnson & Johnson* (2022) 86 Cal.App.5th 1094, 1132.)

IV. Motion to Strike

A. Standard

The court may, upon a motion made pursuant to Code of Civil Procedure § 435, strike out any “irrelevant, false, or improper matter inserted in any pleading.” (Cal. Code Civ. Proc. § 436.)

B. Discussion

TMS moves to strike Plaintiffs’ request for punitive damages. TMS argues that the Court previously granted TMS’s motion to strike this request in their original Complaint and did not grant Plaintiffs leave to amend. Therefore, TMS argues, it was improper for Plaintiffs to include this request in their First Amended Complaint. TMS also argues that even if leave had been granted, the First Amended Complaint still fails to allege facts sufficient to support a punitive damages award.

The motion to strike is granted. As discussed above, Plaintiffs fail to adequately allege facts supporting a cause of action for fraudulent concealment-inducement, which is the only cause of action that could support a punitive damages award.

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: 04/22/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0008456

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER:

CLERK: ALINA ANDRES

PLAINTIFF: TOWN OF FAIRFAX

vs.

DEFENDANT: GEORGE W. HOLLISTER,
ET AL

NATURE OF PROCEEDINGS: MOTION – OTHER: PREJUDGMENT POSSESSION

RULING

This matter is continued to July 8, 2026 at 1:30 pm to allow for adequate service and notice.

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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