# SUPERIOR COURT OF CALIFORNIA
# COUNTY OF MARIN

DATE: 11/18/26 TIME: 1:30 P.M. DEPT: H CASE NO: CIV2300516

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: ALINA ANDRES

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|---|---|
| PLAINTIFF: HYPERCONSTRUCT CO., ET AL<br><br>vs.<br><br>DEFENDANT: SHAW WALTERS | |

NATURE OF PROCEEDINGS: MOTION – COMPEL

RULING

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.***

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# SUPERIOR COURT OF CALIFORNIA
# COUNTY OF MARIN

DATE: 11/18/26 TIME: 1:30 P.M. DEPT: H CASE NO: CIV2301619

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: ALINA ANDRES

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|---|---|
| PLAINTIFF: DEVIN KENNEDY TAYLOR<br><br>vs<br><br>DEFENDANT: ERNEST WARE III, ET AL | |

NATURE OF PROCEEDINGS: 1) MOTION – COMPEL ANSWERS TO INTERROGATORIES - DISCOVERY FACILITATOR PROGRAM
2) MOTION - RECONSIDERATION
3) MOTION – COMPEL - DISCOVERY FACILITATOR PROGRAM

RULING

Motion for Reconsideration

Plaintiff Devin Kennedy Taylor's ("Plaintiff") motion to request reconsideration of this Court's order affirming the tentative ruling issued in advance of the August 26, 2026 hearing, which denied Plaintiff's motion to compel and sanctions against Defendant Ernest Ware III ("Defendant"), is DENIED.

Motions for reconsideration are governed by Code of Civil Procedure § 1008(a), which provides:

> "When an application for an order has been made to a judge, or to a court, and refused in whole or in part, or granted, or granted conditionally, or on terms, any party affected by the order may, within 10 days after service upon the party of written notice of entry of the order and based upon new or different facts, circumstances, or law, make application to the same judge or court that made the order, to reconsider the matter and modify, amend, or revoke the prior order. The party making the application shall state by affidavit what application was made before, when and to what judge, what order or decisions were made, and what new or different facts, circumstances, or law are claimed to be shown."

(Code Civ. Proc. §1008(a).) Under Code of Civil Procedure section 1008, the Court may not entertain a motion for reconsideration absent a showing of new or different facts, law, or circumstances. (§ 1008; *Le Francois v. Goel* (2005) 35 Cal.4th 1094, 1101-04.)

Here, Plaintiff has failed to identify a new, or different circumstance that would permit the Court to reconsider its prior judgment. Plaintiff filed this motion asserting that

the court wrongly decided the motion because she was not under any duty to file a separate statement or to otherwise present anything to the court where Defendant had not filed responses to her discovery. Nothing in Plaintiff's request for reconsideration references new or different facts, circumstances or law which would allow the court to reconsider this motion. But even if it could review its decision, the evidence established that verified responses were filed. There is no basis upon which to grant reconsideration.

Motion to Compel Discovery

Defendant's motion to compel Plaintiff to provide further responses to Special Interrogatories, Set Two, Nos. 50-144, is GRANTED IN PART AND DENIED IN PART. Plaintiff shall provide further responses as set forth below within ten days after Defendant provides Plaintiff with a legible copy of her deposition transcript. Defendant's request for monetary sanctions against Plaintiff is DENIED.

Defendant's motion to compel further responses to requests for admission is GRANTED IN PART AND DENIED IN PART. Plaintiff shall provide further responses to Request Nos. 52, 53, 54, 55, 56, 59, 61, 62, 83, which either admit or deny the responses within ten days after Defendant provides Plaintiff with a legible copy of her deposition. To the extent that a response it denied in part it shall state the part that is admitted and the part that is denied. Defendant's request for monetary sanctions against Plaintiff is DENIED.

Legal Standard

Under the Discovery Act, a responding party to requests for interrogatories must provide answers which are "as complete and straightforward as the information reasonably available to the responding party permits." (Code Civ. Proc. §2030.220(a).) An answer is incomplete if it merely refers to other documents without summarizing them, such as "see my deposition." (*Deyo v. Kilbourne* (1978) 84 Cal.App.3d. 771, 782 (superseded by statute on other grounds).

When responding to requests for admission, an admission may be full or partial but it still must be as complete and straightforward as the information available to the responding party permits. (Code Civ. Proc. §2033.220(a).)

Analysis

*Special Interrogatories*

In its second round, Defendant propounded 94 interrogatories, some of which appear to be duplicative. Defendant's motion moves to compel each and every one of them, despite Plaintiff's direct responses to many of them. Defendant's Separate Statement addresses the interrogatories through 141, and therefore, this motion shall only consider those interrogatories.

Plaintiff's assert Defendant's motion should be denied because this information was provided in deposition and discovery and Defendant sent a copy of Plaintiff's deposition which she cannot open to respond to some of the interrogatories. Plaintiff also asserts that Defendant

relies on a false and misleading evidentiary record because she served further responses on July 27, 2026. The Court shall review the amended responses.

The Court grants Defendant's motion as to Special Interrogatory Nos. 56, 57, 69, 79, 82, 83, 96, 106, 107, 108, 111, 113, 114, 129, 130, 131, 133, 134, 135, 136, 137, 138, 139, 140, and 141. As to the remainder of the interrogatories, the motion is denied.

Further responses must be served because some of these responses to interrogatories only refer Defendant to depositions or other documents. Plaintiff cannot just state "see my deposition" but must provide complete responses. Defendant however, must provide her with a copy of her deposition.

Other responses, such as responses to Nos. 82, 83, 138 are impermissibly vague, for example, describing the documents as "text messages" without further identifying information such as the date and recipient of the document. The responses to some of the interrogatories including Nos. 96, 114, 138, 139, 140, 141 do not directly answer the question. Plaintiff may have also mixed up the questions with some of the responses, for example answering 140 and 141 responsive to other interrogatories. Plaintiff must provide code compliant responses which directly answer the question, even if she feels she previously provided these answers. To the extent that Defendant has relied on those objections to not answer the interrogatories directly, those objections are overruled.

The Court sustains Plaintiff's objection to No. 139 regarding overbroad nature of the interrogatory. Requesting whether Plaintiff consumed alcohol prior to the incident could reasonably be construed to mean days, weeks, months before the incident. Moreover, No. 138 asks whether she consumed alcohol on the day of the incident.

The Court denies Defendant's request for sanctions in that he did not prevail on the majority of his requests for further responses.

*Requests for Admission*

In her Opposition, Plaintiff points out that she has provided amended verified responses to the Requests for Admission. The Court finds the majority of these responses to be proper with the exception of Request Nos. 52, 53, 54, 55, 56, 59, 61, 62, 83, which are not straightforward and/or which fail to admit or deny, or to state which part of the request is admitted or denied. Again, as many of the responses ask Plaintiff to admit statements in her deposition, these requests should at a minimum, provide those portions of her deposition. Plaintiff shall not be required to serve further responses to these interrogatories until ten days after Defendant provides Plaintiff with a legible copy of the deposition transcript.

Defendant did not prevail on the majority of his requests for further responses and therefore, the Court denies any such request for sanctions.

***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: 11/18/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0001435

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: ALINA ANDRES

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|---|---|
| PLAINTIFF: SINA SHEKOU<br><br>vs.<br><br>DEFENDANT: FARROKH HOSSEINYOUN | |

NATURE OF PROCEEDINGS: MOTION – SANCTIONS - DISCOVERY FACILITATOR PROGRAM

RULING

On April 29, 2026, Defendant and Cross Complainant Farrokh Hosseinyoun filed this motion for discovery sanctions related to alleged discovery violations. These include a failure to identify Golnaz Moazafarrian as a witness, failure to produce an email with highly relevant information, a failure to produce recordings and photographs of material during discovery, and allegedly false testimony during deposition. Given that trial was initially set for May 18, 2026, Hosseinyoun argued that he had been deprived of any meaningful ability to cure the prejudice through additional discovery. He sought a variety of sanctions including monetary and issue sanctions, as well as exclusion of expert testimony and referral to the District Attorney's office for "perjury."

Since the filing of the motion, trial has been continued and is now set for January 4, 2027. Additionally, Hosseinyoun has filed a Second Amended Cross-Complaint.

Discovery Facilitator Lawrence Strick was appointed to facilitate the parties' dispute. Neither party filed a Declaration of Non-Resolution as required in local rule MCR Civ. 2.13H. If the parties have not resolved the discovery dispute, they shall appear and explain whether they met with Facilitator Strick and the reasons for not filing the Declaration. If no resolution has been reached, they shall also address what prejudice still exists, if any, in light of the trial continuance.

***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 November, 2026 is as follows:***
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# SUPERIOR COURT OF CALIFORNIA
# COUNTY OF MARIN

DATE: 11/18/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0002989

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: ALINA ANDRES

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|---|---|
| PLAINTIFF: TIMOTHY W. BAUGHMAN, ET AL<br><br>vs.<br><br>DEFENDANT: RICHARD H. HESS, ET AL | |

NATURE OF PROCEEDINGS: MOTION - QUASH – DISCOVERY FACILITATOR PROGRAM

RULING

Defendant filed a motion to quash or modify a subpoena issued to Kaiser San Rafael Medical Center and request for sanctions. The matter was referred to the discovery facilitatory program and on October 6, 2026, the parties entered into a stipulation and protective order related to the records. The stipulation did not diminish Defendant's rights to seek a modification of the protective order. On October 8, 2026, Leonard Rifkind was appointed to as Discovery Facilitator to facilitate the dispute. Neither party filed a Declaration of Non-Resolution as required in local rule MCR Civ. 2.13H.

The Court shall assume the parties resolved the discovery issues with the assistance of Facilitator Rifkind, and shall take the matter off calendar. Either party may appear upon ex parte application to request to have the matter placed back on calendar after filing 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.***

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

DATE: 11/18/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0003286

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: A. ANDRES

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| PLAINTIFF: BUZULAGU AIZEZI<br>vs.<br>DEFENDANTS: RYAN LEPENE ET AL | |

NATURE OF PROCEEDINGS: 1) MOTION – SUMMARY JUDGMENT
2) MOTION – SUMMARY JUDGMENT
3) MOTION – SUMMARY ADJUDICATION

RULING

***Defendant Fidelity National Title Company's Motion for Summary Judgment/Summary Adjudication***

Defendant Fidelity National Title Company's ("Fidelity") motion for summary judgment, or, alternatively, summary adjudication is DENIED in full.

BACKGROUND

This is a dispute over an aborted real estate investment venture. The operative pleading alleges as follows:

In April 2023, Defendant David Hildalgo-Foster ("Hildalgo-Foster") offered to purchase real property at 1 Mountain King Road in Lagunitas from Cell Ventures Capital, LLC ("Cell Ventures") through his company, Preeminent California II, LLC ("Preeminent II"). (First Amended Complaint ("FAC"), ¶¶ 8, 21.) Cell Ventures accepted, and Hildalgo-Foster asked Plaintiff to loan him money to open escrow for the transaction and to cover the down payment. (*Id.* at ¶¶ 22-24.) Plaintiff alleges that Hildalgo-Foster convinced her to lend him the money through false promises. (*Id.* at ¶¶ 24, 26.) Plaintiff deposited $60,000 into the escrow account for the transaction, which was held by Fidelity. (*Id.* at ¶ 16.) She deferred signing the third-party escrow instruction form to credit the deposit to Hildalgo-Foster and Preeminent II. (*Id.* at ¶ 27.) Around May 19, 2023, Plaintiff learned certain information that made her want out of the transaction. (*Id.* at ¶ 30.) She reached out to Fidelity saying she was no longer part of the transaction, she wanted her $60,000 escrow deposit returned, and Hildalgo-Foster/Preeminent II would close with their own escrow funds. (*Id.* at ¶ 21.) Fidelity did not return the funds. (*Id.* at ¶ 31.)

Plaintiff alleges that in mid-June 2023, Hildalgo-Foster told her that her original $60,000 deposit, still in Fidelity's possession, would be lost and she would be sued unless she deposited an additional $100,000 into the escrow. (FAC, ¶ 35.) Plaintiff deposited the additional $100,000 on June 13, 2023. (*Id.* at ¶ 38.) On June 15, 2023, Plaintiff signed the third-party deposit escrow instructions form to credit the $160,000 to Preeminent II. (*Id.* at ¶ 39.) Plaintiff alleges that known to the defendants, but unknown to her, certain terms of the transaction had changed by this time. Among other things, the timeline had changed, meaning the transaction had to close in two weeks, and the loan contingency had been released, meaning the escrow deposit would not be refundable and would be forfeit unless the transaction closed at the $2 million contract price. (*Id.* at ¶¶ 40-42.) As the closing date approached, defendants scrambled to come up with the $2 million purchase price, but failed to meet the deadline. (*Id.* at ¶¶ 44, 48.) Plaintiff lost her $160,000. (*Id.* at ¶ 58.)

Plaintiff brought claims for breach of contract, negligence, misrepresentation, conversion, unfair business practices (which the parties are treating as a claim under the Unfair Competition Law ("UCL," Bus. & Prof. Code, § 17200 *et seq.*)), and aiding and abetting tortious activities. Before the Court is Fidelity's motion for summary judgment, or alternatively, summary adjudication.

## LEGAL STANDARD

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

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

## DISCUSSION

Procedural Matters

A separate statement in support of a motion for summary adjudication "must separately identify . . . [e]ach cause of action, claim for damages, issue of duty, or affirmative defense that is the subject of the motion" and "[e]ach supporting material fact claimed to be without dispute *with respect to* the cause of action, claim for damages, issue of duty, or affirmative defense that is the subject of the motion." (Cal. Rules of Court, rule 3.1350(d)(1) [emphasis added].) This requires the separate statement to be divided up by issue, listing all facts relevant to a given issue under a subheading for that issue. (See Cal. Rules of Court, rule 3.1350(h).) The obvious purpose of this rule is to enable the opposing party and the court to easily determine which facts they must contend with to defeat or decide the motion (whatever the case may be) as to each issue. (See *Collins v. Hertz Corp.* (2006) 144 Cal.App.4th 64, 74.) A moving party's failure to comply with the separate statement requirement "may in the court's discretion constitute a sufficient ground for denying the motion." (Code Civ. Proc., § 437c, subd. (b)(1); see also *Beltran v. Hard Rock Hotel Licensing, Inc.* (2023) 97 Cal.App.5th 865, 876 ["Trial courts should not hesitate to deny summary judgment motions when the moving party fails to draft a compliant separate statement[.]".)

Fidelity's separate statement includes subheadings referencing each of the issues for which it seeks summary adjudication, but offers the *exact same 18 facts* to support each issue. While some overlap can be expected across issues, the only circumstance under which total overlap would be appropriate is if each issue for which a moving party sought summary adjudication required an identical showing, including proof of identical elements supported by identical evidence. The Court cannot imagine what such a case would look like.

What Fidelity has done is functionally identical to failing to tie facts to issues at all. It does nothing to indicate to Plaintiff or the Court which facts they must contend with in opposing and deciding the motion as to any given issue. The separate statement is noncompliant with California Rules of Court, rule 3.1350(d)(1). Fidelity is admonished to follow all applicable Rules of Court moving forward.

Fidelity has not established that the law entitles it to summary judgment/adjudication even assuming all of its proffered undisputed facts were accepted as proven. Accordingly, the Court does not rule on the parties' evidentiary objections. (See Code Civ. Proc., § 437c, subd. (q).) The Court has not considered Fidelity's "reply separate statement" (entitled "Response to Plaintiff's 'Additional Material Facts' in Opposition to Motion for Summary Judgment or, in the Alternative Summary Adjudication, of Defendant Fidelity National Title Company") because such a submission is not authorized by the summary judgment statute. (*Nazir v. United Airlines, Inc.* (2009) 178 Cal.App.4th 243, 306 [abrogated in unrelated part as stated in *Serri v. Santa Clara University* (2014) 226 Cal.App.4th 830, 853, fn. 12].)

Merits

Issue No. 1: Summary Judgment

Fidelity requests that the Court summarily adjudicate the issue of whether Fidelity is entitled to summary judgment as to Plaintiff's entire case against it. This is improper. (See Code Civ. Proc., § 437c, subd. (f)(1) [nature of summary adjudication].) This request is DENIED because, for the reasons set forth below, Fidelity is not entitled to summary adjudication of the causes of action pleaded against it.

Issue No. 2: First Cause of Action for Breach of Contract

This cause of action alleges that Fidelity breached the June 15, 2023 third-party deposit escrow instructions and, separately, an oral contract to return Plaintiff's $60,000 escrow deposit. (FAC, ¶¶ 81(b), (f).) Fidelity's argument is directed exclusively at the first of these bases for liability. This is fatal to Fidelity's attempt to obtain summary adjudication of this cause of action. (See *Hawkins v. Wilton* (2006) 144 Cal.App.4th 936, 945 [at summary judgment/adjudication, where a defendant has failed to foreclose an avenue to liability, the trial court is to conclude that the defendant failed to carry its burden and deny the motion]; Code Civ. Proc., § 437c, subd. (f)(1) ["A motion for summary adjudication shall be granted only it completely disposes of a cause of action, an affirmative defense, a claim for damages, or an issue of duty."].) The motion is DENIED as to this issue.

Issue No. 3: Second Cause of Action for Negligence

This cause of action alleges that Fidelity "fell below the standard of care for . . . escrow agents by allowing performance of the purchase agreement[,]" which Plaintiff alleges was void, unenforceable, and procured by fraud. (FAC, ¶¶ 89-90.) The elements of a cause of action for negligence are "a legal duty of care, breach of that duty, and proximate cause resulting in injury." (*Kesner v. Superior Court* (2016) 1 Cal.5th 1132, 1158.)

Fidelity offers *Summit Financial Holdings, Ltd. v. Continental Lawyers Title Co.* (2002) 27 Cal.4th 705 for the proposition that an escrow holder never owes any legal duty to a nonparty to the escrow as a matter of law. *Summit Financial* did not hold that. It applied the six-factor test of *Biakanja v. Irving* (1958) 49 Cal.2d 647 to the facts of the case and concluded that no duty existed given those facts. (27 Cal.4th 705, 715-716; see also *Money Store Investment Corp. v. Southern California Bank* (2002) 98 Cal.App.4th 722, 731 [distinguishing *Summit Financial* in negligence action against escrow holder based on *Biakanja* factors].) Fidelity has not addressed the *Biakanja* factors. Summary adjudication is DENIED as to this issue.

Issue No. 4: Third Cause of Action for Misrepresentation

Fidelity's argument as to this cause of action rests in part on the premise that it is a claim for *negligent* misrepresentation. (See Memorandum, p. 5.) It is not clear why Fidelity believes this to be the case. The cause of action is entitled simply "Misrepresentation" and appears to allege intentional fraud. (See FAC, ¶¶ 97-102.) Regardless of the precise nature of Plaintiff's "misrepresentation" claim, Fidelity's argument on this point rests on its overbroad reading of *Summit Financial*. The Court does not reach the arguments as to this claim Fidelity raises for the first time in reply. (See *Contractors' State License Bd. v. Superior Court* (2018) 23 Cal.App.5th 125, 130, fn. 3; see also *Balboa Ins. Co. v. Aguirre* (1983) 149 Cal.App.3d 1002, 1010 ["The salutory [sic] rule is that points raised in a reply brief for the first time will not be considered

unless good cause is shown for the failure to present them before."].) Summary adjudication is DENIED as to this issue.

Issue No. 5: Fifth Cause of Action for Unfair Business Practices

The UCL authorizes a court to enjoin "[a]ny person who engages, has engaged, or proposes to engage in unfair competition." (Bus. & Prof. Code, § 17203.) "Unfair competition" is defined in relevant part to "mean and include any unlawful, unfair or fraudulent business act or practice[.]" (Bus. & Prof. Code, § 17200.)

Fidelity argues that this claims fails because the FAC contains "no allegation" that Fidelity "ever directed any conduct to the public at large[,]" instead alleging "wrongful acts occurr[ing] in a single, private real estate transaction." (Memorandum, p. 6.) Because this argument is rooted in the content of the complaint, rather than what Plaintiff can prove given the evidence, the Court construes it as a request that it treat this portion of the motion as a referendum on the sufficiency of the pleadings. "[A] defendant's motion for summary judgment 'necessarily includes a test of the sufficiency of the complaint …. Motions for summary judgment in such situations have otherwise been allowed as being in legal effect motions for judgment on the pleadings.' " (*Larosa v. Superior Court* (1981) 122 Cal.App.3d 741, 744 [quoting *C.L. Smith Co. v. Roger Ducharme, Inc.* (1977) 65 Cal.App.3d 735, 745]; see also *Hansra v. Superior Court* (1992) 7 Cal.App.4th 630, 638-639 [there is no need for a court to assess whether a moving defendant has established facts sufficient to justify a judgment in its favor where the complaint does not state a cognizable claim; "a defendant has no obligation to present evidence to negate a legally inadequate claim"].) " ' "[I]f the reviewing court finds the complaint fails to state facts sufficient to constitute a cause of action as a matter of law, it need not reach the question whether plaintiff's opposition to the summary judgment motion raises a triable issue of fact." ' " (*Hansra*, *supra*, 7 Cal.App.4th 630, 639 [quoting *Robinson v. Hewlett-Packard Corp.* (1986) 183 Cal.App.3d 1108, 1131].) When a motion for summary judgment is transmuted into a test of the pleadings, the court applies the standard applicable to a demurrer or a motion for judgment on the pleadings, accepting the allegations of the complaint as true. (*American Airlines, Inc. v. County of San Mateo* (1996) 12 Cal.4th 1110, 1118.)

Fidelity offers no authority for the idea that a pleading must allege conduct directed at the public at large, as opposed to "private" conduct, to state a claim under the UCL. The UCL covers single acts of misconduct (*Klein v. Earth Elements, Inc.* (1997) 59 Cal.App.4th 965, 968, fn. 3), and at least one appellate court has suggested in dicta that it covers conduct affecting only a single victim (*Allied Grape Growers v. Bronco Wine Co.* (1988) 203 Cal.App.3d 432, 453). Fidelity does not contend that its involvement in the transaction at issue in this case was unrelated to its business.

Beyond this, Fidelity argues that Plaintiff cannot succeed on her UCL claim to the extent it is based on the "fraudulent" prong of the UCL. Whether this is treated as an argument based on the sufficiency of the pleading or, alternatively, a more traditional summary judgment argument, the result is the same. Because the UCL's definition of "unfair competition" is disjunctive (see Bus. & Prof. Code, § 17200 ["any unlawful, unfair *or* fraudulent business act or practice"] [emphasis added]), the act or practice at issue need only be unlawful, unfair, *or* fraudulent, not all three, to qualify as unfair competition. (*Gray v. Dignity Health* (2021) 70 Cal.App.5th 225,

236-237.) Plaintiff's UCL claim is clearly predicated, at least in part, on *unlawful* conduct. (See FAC, ¶ 117.) Fidelity cannot obtain summary adjudication of this claim without foreclosing *all* pleaded bases for relief under the UCL, and it offers no argument as to the unlawful prong. Summary adjudication is DENIED as to this issue.

Issue No. 6: Fifth Cause of Action for Aiding and Abetting

Fidelity lumps this cause of action together with the negligence and misrepresentation claims and argues that all three fail for want of a duty owed under *Summit Financial*. *Summit Financial* considered whether an escrow holder owes either a fiduciary duty or a traditional tort duty of care (the duty at issue for purposes of common law negligence claims) to certain parties. (*Summit Financial*, *supra*, 27 Cal.4th 705, 712-715.) It says nothing about an escrow holder's liability for intentional torts or for aiding and abetting intentional torts. *Summit Financial* simply does not offer Fidelity what it needs to obtain summary adjudication of this claim. The Court does not reach the arguments Fidelity mounts for the first time in reply. (*Contractors' State License Bd.*, *supra*, 23 Cal.App.5th 125, 130, fn. 3; *Balboa Ins. Co.*, *supra*, 149 Cal.App.3d 1002, 1010.) The motion is DENIED as to this issue.

***Defendant Cell Ventures Capital, LLC Motion for Summary Judgment/Summary Adjudication***

Defendant Cell Ventures Capital, LLC's ("Cell Ventures") motion for summary judgment or, alternatively, adjudication is DENIED.

BACKGROUND

This is a dispute over an aborted real estate investment venture. The operative pleading alleges as follows:

In April 2023, Defendant David Hildalgo-Foster ("Hildalgo-Foster") offered to purchase real property at 1 Mountain King Road in Lagunitas from Cell Ventures through his company, Preeminent California II, LLC ("Preeminent II"). (First Amended Complaint ("FAC"), ¶¶ 8, 21.) Cell Ventures accepted, and Hildalgo-Foster asked Plaintiff to loan him money to open escrow for the transaction and to cover the down payment. (*Id.* at ¶¶ 22-24.) Plaintiff alleges that Hildalgo-Foster convinced her to lend him the money through false promises. (*Id.* at ¶¶ 24, 26.) Plaintiff deposited $60,000 into the escrow account for the transaction, which was held by Defendant Fidelity National Title Company ("Fidelity"). (*Id.* at ¶ 16.) She deferred signing the third-party escrow instruction form to credit the deposit to Hildalgo-Foster and Preeminent II. (*Id.* at ¶ 27.) Around May 19, 2023, Plaintiff learned certain information that made her want out of the transaction. (*Id.* at ¶ 30.) She reached out to Fidelity saying she was no longer part of the transaction, she wanted her $60,000 escrow deposit returned, and Hildalgo-Foster/Preeminent II would close with their own escrow funds. (*Id.* at ¶ 21.) Fidelity did not return the funds. (*Id.* at ¶ 31.)

Plaintiff alleges that in mid-June 2023, Hildalgo-Foster told her that her original $60,000 deposit, still in Fidelity's possession, would be lost and she would be sued unless she deposited

an additional $100,000 into the escrow. (FAC, ¶ 35.) Plaintiff deposited the additional $100,000 on June 13, 2023. (*Id.* at ¶ 38.) On June 15, 2023, Plaintiff signed the third-party deposit escrow instructions form to credit the $160,000 to Preeminent II. (*Id.* at ¶ 39.) Plaintiff alleges that known to the defendants, but unknown to her, certain terms of the transaction had changed by this time. Among other things, the timeline had changed, meaning the transaction had to close in two weeks, and the loan contingency had been released, meaning the escrow deposit would not be refundable and would be forfeit unless the transaction closed at the $2 million contract price. (*Id.* at ¶¶ 40-42.) As the closing date approached, defendants scrambled to come up with the $2 million purchase price, but failed to meet the deadline. (*Id.* at ¶¶ 44, 48.) Plaintiff lost her $160,000. (*Id.* at ¶ 58.)

Plaintiff brought claims for breach of contract, negligence, misrepresentation, conversion, unfair business practices (which the parties are treating as a claim under the Unfair Competition Law ("UCL," Bus. & Prof. Code, § 17200 *et seq.*)), and aiding and abetting tortious activities. Before the Court is Cell Ventures' motion for summary adjudication.

## LEGAL STANDARD

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

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

## DISCUSSION

Procedural Matters

A separate statement in support of a motion for summary adjudication "must separately identify . . . [e]ach cause of action, claim for damages, issue of duty, or affirmative defense that is the subject of the motion" and "[e]ach supporting material fact claimed to be without dispute *with respect to* the cause of action, claim for damages, issue of duty, or affirmative defense that is the subject of the motion." (Cal. Rules of Court, rule 3.1350(d)(1) [emphasis added].) This requires the separate statement to be divided up by issue, listing all facts relevant to a given issue under a subheading for that issue. (See Cal. Rules of Court, rule 3.1350(h).) The obvious purpose of this rule is to enable the opposing party and the court to easily determine which facts they must contend with to defeat or decide the motion (whatever the case may be) as to each issue. (See *Collins v. Hertz Corp.* (2006) 144 Cal.App.4th 64, 74.) A moving party's failure to comply with the separate statement requirement "may in the court's discretion constitute a sufficient ground for denying the motion." (Code Civ. Proc., § 437c, subd. (b)(1); see also *Beltran v. Hard Rock Hotel Licensing, Inc.* (2023) 97 Cal.App.5th 865, 876 ["Trial courts should not hesitate to deny summary judgment motions when the moving party fails to draft a compliant separate statement[.]".)

Cell Ventures' 58-page separate statement includes subheadings referencing each of the issues for which it seeks summary adjudication, but offers the *exact same 59 facts* to support each issue. While some overlap can be expected across issues, the only circumstance under which total overlap would be appropriate is if each issue for which a moving party sought summary adjudication required an identical showing of the movant, including proof of identical elements supported by identical evidence. The Court cannot imagine what such a case would look like.

What Cell Ventures has done is functionally identical to failing to tie facts to issues at all. It does nothing to indicate to Plaintiff or the Court which facts they must contend with in opposing and deciding the motion as to any given issue. The separate statement is noncompliant with California Rules of Court, rule 3.1350(d)(1). Cell Ventures is admonished to follow all applicable Rules of Court moving forward.

The Court concluded that Cell Ventures did not carry its initial burden as to all but one issue, and as to that outstanding issue, it treated the motion as a request for a determination that the FAC does not state a claim, as described below. As a result, it had no occasion to reach Plaintiff's evidence and does not rule on Cell Ventures' objections to that evidence. (See Code Civ. Proc., § 437c, subd. (q).)

Issue No. 1: Summary Judgment

Cell Ventures requests that the Court summarily adjudicate the issue of whether Cell Ventures is entitled to summary judgment as to Plaintiff's entire case against it. This is improper. (See Code Civ. Proc., § 437c, subd. (f)(1) [nature of summary adjudication].) This request is DENIED because, for the reasons set forth below, Cell Ventures is not entitled to summary adjudication of all three of the causes of action pleaded against it.

Issue No. 2: First Cause of Action for Breach of Contract

The elements of a breach of contract claim are "(1) the existence of the contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) the resulting damages to the plaintiff." (*Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821.) Cell Ventures is accused of breaching the April 21, 2023 purchase agreement and "various oral and written agreements . . . to return $80,000 to plaintiff[.]" (FAC, ¶ 81(a), (e).)
The latter theory of liability relates to allegations that in September 2023, Cell Ventures agreed to return $80,000 of Plaintiff's total $160,000 escrow deposit, but never did so. (FAC, ¶¶ 57, 69, 81(e).) Cell Ventures argues that this theory accuses them of breaching a settlement agreement and relies on various rules of evidence deeming offers to settle or acceptances of settlement offers inadmissible as proof of the merits of the underlying claim. (See, e.g., Evid. Code, §§ 1152, 1154.) These authorities are irrelevant here. Plaintiff has not, by claiming that Cell Ventures breached a settlement agreement, attempted to introduce any evidence prohibited by these rules. These evidentiary rules do not preclude a plaintiff from suing a defendant for breach of a settlement agreement.

It is undisputed that no written settlement agreement was ever signed by all parties. (UMF No. 59; RSS No. 59.) Cell Ventures argues that this means there was necessarily no enforceable settlement agreement as a matter of law, i.e., any settlement agreement must be in writing and signed by the parties to be an enforceable contract. The sole case they offer for this, *Levy v. Superior Court* (1995) 10 Cal.4th 578, does not support it. *Levy* was discussing enforceability of settlement agreements under Code of Civil Procedure, section 664.6, which expressly requires that the agreement be "in a writing signed by the parties[.]" (Code Civ. Proc., § 664.6, subd. (a).) The language Cell Ventures is quoting is not talking about enforceability of settlement agreements writ large, and Section 664.6 is not at issue here.

That Cell Ventures has not carried its burden as to the settlement agreement theory is fatal to its attempt to obtain summary adjudication of this claim. Even if it were permissible to summarily adjudicate the First Cause of Action solely to the extent it is based on only one of multiple pleaded theories of liability, which it is not (see Code Civ. Proc., § 437c, subd. (f)(1) [court may grant summary adjudication only where it completely disposes of a cause of action]), the Court could not do so here because that is not the relief Cell Ventures has requested. Cell Ventures has asked for summary adjudication of the entire First Cause of Action for breach of contract. (See *Schmidlin v. City of Palo Alto* (2007) 157 Cal.App.4th 728, 743-744 ["A motion for summary adjudication tenders only those issues or causes of action specified in the notice of motion, and may only be granted as to the matters thus specified. . . . The motion must be denied if the movant fails to establish an entitlement to summary adjudication of the matters thus specified; the court cannot summarily adjudicate other issues or claims, even if a basis to do so appears from the papers."].)

Summary adjudication is DENIED as to this issue, and summary judgment is likewise DENIED.

<u>Issue No. 3: Fourth Cause of Action for Conversion</u>

" ' " 'Conversion is the wrongful exercise of dominion over the property of another. The elements of a conversion claim are (1) the plaintiff's ownership or right to possession of the property; (2) the defendant's conversion by a wrongful act or disposition of property rights; and

(3) damages[.]' " ' " (*Lee v. Hanley* (2015) 61 Cal.4th 1225, 1240 [quoting *Welco Electronics, Inc. v. Mora* (2014) 223 Cal.App.4th 202, 208].)

Plaintiff's conversion claim alleges that she deposited $160,000 into the Fidelity escrow account with the expectation that it would be returned, and "Defendants' acts . . . allowed for the $160,000 to be improperly transferred" to Cell Ventures. (FAC, ¶¶ 105-107.) Cell Ventures argues that the conversion claim fails at the first element because the money did not belong to Plaintiff at the time its transfer to Cell Ventures occurred. It offers the following account as undisputed material fact: On June 15, 2023, Plaintiff signed a document entitled "Third Party Deposit Escrow Instructions" which stated that she had wired $60,000 and $100,000 to the Fidelity account, that Fidelity was instructed to apply those funds in the identified escrow for the benefit of Preeminent II, that it was authorized to use those funds in completing the escrow under instructions given or to be given by Preeminent II, and that Plaintiff thereby "waive[d] any present or future interest in said funds." (UMF No. 39.) Plaintiff also agreed that if the escrow were canceled, "any portion of these funds remaining on deposit which are NOT subject to disbursement (payment) instructions of the parties, shall be refunded solely in accordance with the instructions of the parties to this escrow." (UMF No. 40.)

Cell Ventures offers no legal authority to support the proposition that these facts mean that Plaintiff ceased to own the funds as a matter of law prior to their transfer to Cell Ventures. While these facts seem to pave the way for a very compelling argument that Plaintiff surrendered and disclaimed all right to this property and cannot be considered its owner thereafter, Cell Ventures' burden at summary judgment/adjudication is to establish that the facts it has identified *entitle it to adjudication in its favor on each issue as a matter of law*. (Code Civ. Proc., § 437c, subd. (c); *Aguilar, supra*, 25 Cal.4th 826, 843.) Given the nature of that burden, the Court doubts that it is possible for a moving party to obtain summary adjudication of an issue without offering any legal authority. It is not the case that Cell Ventures' legal argument is merely somewhat sparse or has some gaps. The *only* citations associated with Cell Ventures' argument as to Issue No. 3, in either its moving brief or its reply, are to one case and one treatise section, both offered solely for the elements of conversion. (Memorandum, p. 10.) There is *no* authority of any kind offered in support of Cell Ventures' argument as to why Plaintiff cannot satisfy those elements. Cell Ventures has given the Court no basis to conclude that the facts entitle it to judgment as a matter of law.

While some amount of independent research by the Court is inherent in adjudication and a necessary part of ruling on any motion, it would be improper for the Court to independently perform the foundational research necessary to support a party's challenge to a cause of action, which is essentially what Cell Ventures is asking the Court to do here. That is advocacy, not adjudication, and is inconsistent with the Court's duty to be impartial. It would be unfair to Plaintiff for the Court to permit itself to be enlisted as an advocate for Cell Ventures. Were the parties' positions reversed, Cell Ventures surely would not be pleased if the Court marshalled all of the legal authority in support of Plaintiff's motion for summary adjudication of one of her claims.

The Court concludes that Cell Ventures has not met its burden and DENIES summary adjudication as to this issue.

Issue No. 4: Fifth Cause of Action for Unfair Business Practices

The UCL authorizes a court to enjoin "[a]ny person who engages, has engaged, or proposes to engage in unfair competition." (Bus. & Prof. Code, § 17203.) "Unfair competition" is defined in relevant part to "mean and include any unlawful, unfair or fraudulent business act or practice[.]" (Bus. & Prof. Code, § 17200.)

Cell Ventures' argument takes issue with the sufficiency of the FAC's allegations, rather than with what Plaintiff can prove in light of the evidence.[1] The Court construes Cell Ventures' almost exclusive reliance on allegations as a request that it treat the motion for summary adjudication of this issue as a referendum on the sufficiency of the pleadings. "[A] defendant's motion for summary judgment 'necessarily includes a test of the sufficiency of the complaint …. Motions for summary judgment in such situations have otherwise been allowed as being in legal effect motions for judgment on the pleadings.' " (*Larosa v. Superior Court* (1981) 122 Cal.App.3d 741, 744 [quoting *C.L. Smith Co. v. Roger Ducharme, Inc.* (1977) 65 Cal.App.3d 735, 745]; see also *Hansra v. Superior Court* (1992) 7 Cal.App.4th 630, 638-639 [there is no need for a court to assess whether a moving defendant has established facts sufficient to justify a judgment in its favor where the complaint does not state a cognizable claim; "a defendant has no obligation to present evidence to negate a legally inadequate claim"].) " ' "[I]f the reviewing court finds the complaint fails to state facts sufficient to constitute a cause of action as a matter of law, it need not reach the question whether plaintiff's opposition to the summary judgment motion raises a triable issue of fact." ' " (*Hansra, supra*, 7 Cal.App.4th 630, 639 [quoting *Robinson v. Hewlett-Packard Corp.* (1986) 183 Cal.App.3d 1108, 1131].) When a motion for summary judgment is transmuted into a test of the pleadings, the court applies the standard applicable to a demurrer or a motion for judgment on the pleadings, accepting the allegations of the complaint as true. (*American Airlines, Inc. v. County of San Mateo* (1996) 12 Cal.4th 1110, 1118.)

Cell Ventures first argues that the FAC does not state a claim under the UCL because it does not allege that Cell Ventures "ever directed any conduct to the public at large. Instead, Cell Ventures' allegedly wrongful acts occurred in a single, private real estate transaction." (Memorandum, p. 11.) Cell Ventures offers no authority supporting the idea that this means the FAC does not state a claim under the UCL. The UCL covers single acts of misconduct (*Klein v. Earth Elements, Inc.* (1997) 59 Cal.App.4th 965, 968, fn. 3), and at least one appellate court has suggested in dicta that it covers conduct affecting only a single victim (*Allied Grape Growers v. Bronco Wine Co.* (1988) 203 Cal.App.3d 432, 453). Cell Ventures does not contend that its involvement in the transaction at issue in this case was unrelated to its business.

As the Court reads the UCL claim, it sets forth three different bases for liability under the UCL. One is that the defendants used unfair business practices to induce Plaintiff to make the $160,000 escrow deposit. (FAC, ¶ 112.) Another is that Civil Code, section 1675 places certain limits on liquidated damages for violation of a real estate purchase contract, and when Cell Ventures took Plaintiff's $160,000 escrow deposit, it took more money as liquidated damages than was permissible under that statute. (*Id.* at ¶ 117.) To this extent, the claim is predicated on the "unlawful" prong of the UCL on the theory that defendants violated a statute. The final pleaded basis for relief under the UCL is that independently of Civil Code, section 1675, the real estate purchase contract itself provided that liquidated damages for failure to close would be

reasonable and capped at 3% of the purchase price, and Cell Ventures took more than 3%, which breached the contract. (*Id.* at ¶ 118.) To this extent, the UCL claim is predicated on the "unlawful" prong of the UCL on the theory that the defendants violated the common law. (See *Randall v. Ditech Financial, LLC* (2018) 23 Cal.App.5th 804, 811 [violations of the common law can support a UCL claim under the "unlawful" prong].)

Cell Ventures has not offered any argument as to that last theory of UCL liability. While Cell Ventures does argue that the purchase agreement's liquidated damages provision does not amount to an unlawful business practice, it does so on the basis that the provision is valid notwithstanding Civil Code, section 1675 because that statute does not apply given the nature of the property at issue. (Memorandum, p. 12.) It does not address whether Plaintiff has stated a claim on the basis that retaining the money amounted to a breach of contract. Cell Ventures' argument that Plaintiff was not a party to the real estate purchase contract does not suffice, because a breach of contract is unlawful regardless of the identity of the other party to the contract. If Cell Ventures committed some "business act or practice" (Bus. & Prof. Code, § 17200) amounting to a breach of its contract with Hildalgo-Foster or one of his Preeminent entities, and that breach caused financial harm to Plaintiff, the Court sees no reason why such allegations would not state a claim under the UCL, regardless of whether Plaintiff could sustain a claim for breach of the purchase agreement.

As discussed, the Court is applying the demurrer/motion for judgment on the pleadings standard. A court cannot sustain a demurrer or a motion for judgment on the pleadings as to a portion of a cause of action. Either vehicle may only be used to dispose of the entire claim. (*Fremont Indemnity Co. v. Fremont General Corp.* (2007) 148 Cal.App.4th 97, 119 ["A demurrer must dispose of an entire cause of action to be sustained."]; *Schabarum v. California Legislature* (1998) 60 Cal.App.4th 1205, 1216 ["The standard for granting a motion for judgment on the pleadings is essentially the same as that applicable to a general demurrer[.]"].) Because the complaint contains at least one theory of UCL liability Cell Ventures has not addressed, it states a claim under the UCL on the arguments presented, and summary adjudication is DENIED.

***Defendant David Hidalgo-Foster's Motion for Summary Adjudication***

Defendant David Hildalgo-Foster's ("Hildalgo-Foster") motion for summary adjudication is DENIED in full.

BACKGROUND

This is a dispute over an aborted real estate investment venture. The operative pleading alleges as follows:

In April 2023, Hildalgo-Foster offered to purchase real property at 1 Mountain King Road in Lagunitas from Cell Ventures Capital, LLC ("Cell Ventures") through his company, Preeminent California II, LLC ("Preeminent II"). (First Amended Complaint ("FAC"), ¶¶ 8, 21.) Cell Ventures accepted, and Hildalgo-Foster asked Plaintiff to loan him money to open escrow for the transaction and to cover the down payment. (*Id.* at ¶¶ 22-24.) Plaintiff alleges that Hildalgo-Foster convinced her to lend him the money through false promises. (*Id.* at ¶¶ 24, 26.) Plaintiff deposited $60,000 into the escrow account for the transaction, which was held by

Fidelity National Title Company ("Fidelity"). (*Id.* at ¶ 16.) She deferred signing the third-party escrow instruction form to credit the deposit to Hildalgo-Foster and Preeminent II. (*Id.* at ¶ 27.) Around May 19, 2023, Plaintiff learned certain information that made her want out of the transaction. (*Id.* at ¶ 30.) She reached out to Fidelity saying she was no longer part of the transaction, she wanted her $60,000 escrow deposit returned, and Hildalgo-Foster/Preeminent II would close with their own escrow funds. (*Id.* at ¶ 21.) Fidelity did not return the funds. (*Id.* at ¶ 31.)

Plaintiff alleges that in mid-June 2023, Hildalgo-Foster told her that her original $60,000 deposit, still in Fidelity's possession, would be lost and she would be sued unless she deposited an additional $100,000 into the escrow. (FAC, ¶ 35.) Plaintiff deposited the additional $100,000 on June 13, 2023. (*Id.* at ¶ 38.) On June 15, 2023, Plaintiff signed the third-party deposit escrow instructions form to credit the $160,000 to Preeminent II. (*Id.* at ¶ 39.) Plaintiff alleges that known to Defendants, but unknown to her, certain terms of the transaction had changed by this time. Among other things, the timeline had changed, meaning the transaction had to close in two weeks, and the loan contingency had been released, meaning the escrow deposit would not be refundable and would be forfeit unless the transaction closed at the $2 million contract price. (*Id.* at ¶¶ 40-42.) As the closing date approached, defendants scrambled to come up with the $2 million purchase price, but failed to meet the deadline. (*Id.* at ¶¶ 44, 48.) Plaintiff lost her $160,000. (*Id.* at ¶ 58.)

Plaintiff brought claims for breach of contract, negligence, misrepresentation, conversion, unfair business practices (which the parties are treating as a claim under the Unfair Competition Law ("UCL," Bus. & Prof. Code, § 17200 *et seq.*), and aiding and abetting tortious activities. Before the Court is Hildalgo-Foster's motion for summary adjudication.

## LEGAL STANDARD

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

The "party moving for summary judgment bears an initial burden of production to make a prima facie showing of the nonexistence of any triable issue of material fact." (*Aguilar*, *supra*, 25 Cal.4th 826, 850; see Evid. Code, § 110.) "A prima facie showing is one that is sufficient to support the position of the party in question." (*Aguilar*, *supra*, 25 Cal.4th 826, 851.) When the moving party is a defendant, the initial burden entails showing "that one or more elements of the cause of action . . . cannot be established, or that there is a complete defense to the cause of action." (Code Civ. Proc., § 437c, subd. (p)(2).) Once the moving party has met its initial burden, the burden shifts to the opposing party to "show that a triable issue of one or more material facts

exists as to the cause of action or a defense thereto." (Code Civ. Proc., § 437c, subds. (p)(1)-(2).) "There is a genuine issue of material fact if, and only if, the evidence would allow a reasonable trier of fact to find the underlying fact in favor of the party opposing the motion in accordance with the applicable standard of proof." (*Aguilar, supra*, 25 Cal.4th 826, 845.)

DISCUSSION

Issue No. 1: Contractual Duty

Plaintiff's First Cause of Action, for breach of contract, alleges that Hildalgo-Foster (as one of the two "Buyer Defendants," ¶ 25), breached (1) the April 21, 2023 purchase agreement; (2) "various partnership agreements"; and (3) promissory notes dated May 2, 2023 and May 21, 2023. (FAC, ¶ 81.)

Hildalgo-Foster asks the Court to summarily adjudicate the issue of whether he owed Plaintiff any contractual duty "under the real estate purchase agreement, related counteroffers, amendments, addenda, release documents, or escrow documents[.]" (Notice of Motion, p. 2.) This is not an appropriate request for summary adjudication because it combines requests for adjudication of multiple distinct issues of duty (i.e., whether Hildalgo-Foster owed a duty under each of several separate contracts) into a single issue. A separate statement in support of a motion for summary adjudication "must *separately* identify . . . [e]ach . . . issue of duty that is the subject of the motion[,] and [e]ach supporting material fact claimed to be without dispute with respect to" each issue of duty. (Cal. Rules of Court, rule 3.1350(d)(2) [emphasis added].) Hildalgo-Foster's separate statement mirrors his framing of the issue in that in offers a single set of sixteen purportedly undisputed material facts in support of this omnibus request for an adjudication of his duties under multiple separate contracts. Procedural errors aside, the Court cannot rule on this issue as defined because it cannot determine, either from Hildalgo-Foster's brief or his separate statement, for which contracts it is being asked to adjudicate the issue of Hildalgo-Foster's duty. The real estate purchase contract is obviously included, but the language "related counteroffers, amendments, addenda, release documents, or escrow documents" does not describe any contract with adequate specificity to inform the Court of what it is requested to adjudicate or to give fair notice to Plaintiff.

Summary adjudication of this issue is DENIED on these procedural grounds.

Issue No. 2: Escrow-Holder Duty

Hildalgo-Foster asks the Court to determine that he "owed Plaintiff no escrow-holder duty." (Notice of Motion, p. 2.) He appears to be seeking an adjudication that he cannot be held liable for loss of the funds Plaintiff deposited in the Fidelity escrow account as though he were the escrow holder, given that he was not. The only authority presented in connection with this argument relates to the substance of an escrow holder's duties. (See Memorandum, p. 7.) Hildalgo-Foster is arguing that he is entitled to summary adjudication of this issue on the basis that he *was not the escrow holder* (*ibid.*), so this authority is inapposite.

This request for summary adjudication appears out of sync with the basis for Hildalgo-Foster's liability as pleaded. Hildalgo-Foster is not accused of owing duties as though he were an escrow holder and failing to fulfill them. He is accused of breach of contract based on his alleged

breaches of the purchase agreement, "various partnership agreements[,]" and two promissory notes (FAC, ¶¶ 81(a), (c), (d)); of misrepresentation based on his making false promises and omissions to induce Plaintiff to surrender the $160,000 (*id.* at ¶¶ 97-102); of conversion based on his inducing Plaintiff to deposit the $160,000 with Fidelity and then "allow[ing] . . . [it] to be improperly transferred" to Cell Ventures (*id.* at ¶ 107), an allegation that does not clearly frame Hildalgo-Foster's liability as springing from a violation of duties traditionally owed by escrow holders; and of unfair business practices based on his using misrepresentations and omissions to get Plaintiff to surrender her $160,000 to Fidelity and on the inclusion of a purportedly illegal liquidated damages provision in the purchase agreement (*id.* at ¶¶ 112, 117). (See also FAC, ¶ 76 [summarizing Hildalgo-Foster's alleged wrongful acts with no reference to any escrow-holder duties].) The Court cannot summarily adjudicate an issue not tendered by the complaint.

The motion is DENIED as to this issue.

Issue No. 3: Fourth Cause of Action for Conversion

" ' " 'Conversion is the wrongful exercise of dominion over the property of another. The elements of a conversion claim are (1) the plaintiff's ownership or right to possession of the property; (2) the defendant's conversion by a wrongful act or disposition of property rights; and (3) damages[.]' " ' " (*Lee v. Hanley* (2015) 61 Cal.4th 1225, 1240 [quoting *Welco Electronics, Inc. v. Mora* (2014) 223 Cal.App.4th 202, 208].)

This cause of action alleges that "Plaintiff, through defendants' acts, deposited" $160,000 with Fidelity as escrow holder and then "Defendants' acts . . . allowed for" the money to be improperly transferred to Cell Ventures. (FAC, ¶ 107.)

Hildalgo-Foster argues that he cannot be held liable for conversion of these funds because they were never in his personal possession, but were released from Fidelity directly to Cell Ventures. (UMF Nos. 30-31.) Actual possession of the property is not strictly required for conversion. (See *Susumu Igauye v. Howard* (1952) 114 Cal.App.2d 122, 126.) A mere "act of dominion wrongfully exerted over another's personal property in denial of or inconsistent with his rights" is sufficient. (*Ibid.*) Hildalgo-Foster need not have personally possessed the $160,000 to be liable for converting it, provided he was personally involved in a qualifying act of dominion. Accordingly, Hildalgo-Foster's merely establishing that he never personally had custody of the money is not enough to meet his initial burden on Plaintiff's conversion claim. Likewise, Hildalgo-Foster's bare argument that Plaintiff "cannot establish that [he] personally . . . converted" the money (Memorandum, p. 8) is not enough to carry his summary judgment burden. (See *Chavez v. Glock* (2012) 207 Cal.App.4th 1283, 1306 [defendant cannot meet summary judgment burden simply by asserting that plaintiff does not have evidence].)

Hildalgo-Foster also argues that Plaintiff's conversion claim, as alleged, is not actionable, as "[a] 'generalized claim for money [is] not actionable as conversion.'" (*PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP* (2007) 150 Cal.App.4th 384, 395; see also *Vu v. California Commerce Club, Inc.* (1997) 58 Cal.App.4th 229, 235 [plaintiff must identify a "specific, identifiable sum" to state a claim for conversion of money].) This is not a generalized claim for money. Hildalgo-Foster's motion concedes that Plaintiff is claiming

conversion of the $160,000 that was deposited with Fidelity and later transferred to Cell Ventures. (UMF No. 34; Memorandum, p. 8; see also FAC, ¶¶ 26, 38, 105-107.)

In reply, Hildalgo-Foster gestures at an argument that Plaintiff had no right to possess the money at the time the act of alleged conversion occurred, in which case her claim would fail for want of ownership. (*Lee*, *supra*, 61 Cal.4th 1225, 1240; Reply, pp. 4-5.) Hildalgo-Foster offers no legal authority in support of this argument, either in his moving brief or his reply, and never defines the principles of law he is invoking when he claims that Plaintiff no longer owned the money at that time. (See *Jones v. Superior Court* (1994) 26 Cal.App.4th 92, 99 ["Issues do not have a life of their own: if they are not raised or supported by argument or citation to authority, [the court] consider[s] the issues waived."].)

Summary adjudication is DENIED as to this cause of action.

Issue No. 4: Fifth Cause of Action for Unfair Business Practices

The UCL authorizes a court to enjoin "[a]ny person who engages, has engaged, or proposes to engage in unfair competition." (Bus. & Prof. Code, § 17203.) "Unfair competition" is defined in relevant part to "mean and include any unlawful, unfair or fraudulent business act or practice[.]" (Bus. & Prof. Code, § 17200.)
Hildalgo-Foster first argues that the UCL claim must fail because the transaction at issue was "not a public-facing business practice[,]" but "a private dispute arising from a failed real estate transaction[.]" (Memorandum, p. 9.) He presents no authority supporting the idea that UCL liability turns on whether the events at issue are properly characterized as "public-facing" versus "private." The UCL covers single acts of misconduct (*Klein v. Earth Elements, Inc.* (1997) 59 Cal.App.4th 965, 968, fn. 3), and at least one appellate court has suggested in dicta that it covers conduct affecting only a single victim (*Allied Grape Growers v. Bronco Wine Co.* (1988) 203 Cal.App.3d 432, 453).

Hildalgo-Foster also points out that the UCL does not provide for damages, but limits prevailing plaintiffs to injunctive relief and restitution, and restitution is (according to Hildalgo-Foster) unavailable to Plaintiff in this case. Where a cause of action can support multiple forms of relief, as Hildalgo-Foster concedes this one can, that a single form of relief is unavailable to the plaintiff does not defeat the cause of action and so cannot support summary adjudication of that cause of action. Hildalgo-Foster cannot attack other remedies for the first time in his reply brief. Raising an argument for the first time in a reply brief creates a "potential [for] unfairness to the opposing party, who is deprived of the opportunity to respond to the new argument." (*Contractors' State License Bd. v. Superior Court* (2018) 23 Cal.App.5th 125, 130, fn. 3; see also *Balboa Ins. Co. v. Aguirre* (1983) 149 Cal.App.3d 1002, 1010 ["The salutory [sic] rule is that points raised in a reply brief for the first time will not be considered unless good cause is shown for the failure to present them before."].)

Finally, Hildalgo-Foster challenges the UCL claim to the extent it is predicated on fraudulent acts. Because the UCL's definition of "unfair competition" is disjunctive (see Bus. & Prof. Code, § 17200 ["any unlawful, unfair or fraudulent business act or practice"]), the act or practice at issue need only be unlawful, unfair, *or* fraudulent, not all three, to qualify as unfair competition. (*Gray v. Dignity Health* (2021) 70 Cal.App.5th 225, 236-237.) Plaintiff's UCL

claim is clearly predicated, at least in part, on unlawful conduct. (See FAC, ¶ 117.) Hildalgo-Foster cannot obtain summary adjudication of this claim without foreclosing *all* pleaded bases for relief under the UCL, and he offers no argument as to the unlawful prong.

Summary adjudication of this issue is DENIED.

Issue No. 5: Any Claims Based on Pre-Litigation Settlement Agreement

Hildalgo-Foster asks the Court to summarily adjudicate that "Plaintiff cannot establish any claim for damages, liability, or contractual obligation against [Hildalgo-Foster] based on an alleged prelitigation settlement agreement because no final settlement agreement was signed by all parties to be bound, including [Hildalgo-Foster] and/or Preeminent California III, LLC." (Notice of Motion, p. 2.)

This issue refers to the FAC's allegations that in September 2023, "Seller Defendants . . . reached an agreement to return $80,000" of the $160,000 Plaintiff had placed into escrow. (FAC, ¶ 57; see Memorandum, p. 10; UMF No. 40.) Plaintiff alleges that Seller Defendants "failed to perform their contract to return $80,000." (*Id.* at ¶¶ 57, 69, 74(g), 74(i).) Issue No. 5 amounts to a request that the Court, via summary adjudication, dispose of a theory of liability that would not be completely dispositive of any cause of action, affirmative defense, claim for damages, or issue of duty in its entirety. This is not permitted. (Code Civ. Proc., § 437c, subd. (f)(1).) Also, even if this were a permissible subject of summary adjudication, it would not be properly raised by Hildalgo-Foster. The FAC alleges that it was "Seller Defendants" (a term defined to mean only Cell Ventures, ¶ 22) who breached the $80,000 settlement agreement, not Buyer Defendants (the group that includes Hildalgo-Foster, ¶ 25.) (*Id.* at ¶¶ 81(c).)

The motion is DENIED as to this issue.

***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 November, 2026 is as follows:***
**https://marin-courts-ca-gov.zoomgov.com/j/1615487764?pwd=Ob4B5J7LLKcpnkxzJjjEOSHNzEGafG.1**

**Meeting ID: 161 548 7764**
**Passcode: 502070**

***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: 11/18/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0005201

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: ALINA ANDRES

| | |
|---|---|
| PLAINTIFF: KOFI OPONG MENSAH<br><br>vs.<br><br>DEFENDANT: DYLAN THOMAS HACKETT | |

NATURE OF PROCEEDINGS: MOTION – LEAVE TO AMEND COMPLAINT

RULING

Plaintiff Kofi Opong Mensah ("Plaintiff") filed a motion to amend his Third Amended Complaint ("TAC") to add two causes of action for violation of Business and Professions Code §6128, and for conspiracy and malicious prosecution. The motion is opposed by Defendant Dylan Hackett ("Defendant").

**LEGAL STANDARD**

Under Code of Civil Procedure section 473, subdivision (a)(1), the Court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading or proceeding. As judicial policy favors resolution of all disputed matters in the same lawsuit, courts liberally permit amendments of the pleadings. (*Nestle v. Santa Monica* (1972) 6 Cal.3d 920, 939.)

Generally, arguments attacking the merits of the proposed amendments do not justify denial of the motion. Courts allow the amendment and then let the parties test the legal sufficiency in other appropriate proceedings such as a demurrer. (*See Kittredge Sports Co. v. Superior Court* (1989) 213 Cal.App.3d 1045, 1048, and *Atkinson v. Elk Corp.* (2003) 109 Cal.App.4th 739, 760.) However, where a proposed amendment which is subject to demurrer is also proposed on the eve of trial, the court may properly deny it. (*Yee v. Mobilehome Park Rental Review Bd.* (1989) 62 Cal.App.4th 1409, 1428-1429.)

A party requesting leave to amend must also comply with California Rules of Court, rule 3.1324. Compliance with the Rules of Court is satisfied by including a copy of the proposed amended pleading, detailing what changes will be made from the previous pleading by stating what allegations are to be deleted or added as compared to the previous pleading including page, paragraph and line number, and attaching a declaration by plaintiff's counsel, as to: (1) the effect of the amendment; (2) why the amendment is necessary and proper; (3) when the facts giving

rise to the amended allegations were discovered; and (4) why the request was not made earlier. (Cal. Rules of Court, rule 3.1324(a)-(b).)

## ANALYSIS

Plaintiff's Declaration sets forth the two additional causes of action he wishes to add. He asserts that the two causes of action were discovered to be necessary during the course of discovery and that while he informed counsel in June 2026 that he would need to add these two claims, he delayed in filing the motion to amend because he was suffering from the effects of an automobile accident.

Defendant opposes the amendment on the basis that the claims appear duplicative and that Plaintiff did not adequately assert why they were necessary. The Court finds that Plaintiff has given an adequate explanation for the delay and necessity of amending complaint. To the extent that they are duplicative or lack merit on their face, Defendant may address these deficiencies by way of demurrer. As trial is several months away, the Court finds no prejudice in allowing the amendment.

In light of the above, the Court grants Plaintiff's request and orders that the Fourth Amended Complaint be filed within fifteen days of service of this order.

***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: 11/18/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0006456

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: ALINA ANDRES

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|---|---|
| PLAINTIFF: BANK OF AMERICA, N.A.<br>vs.<br>DEFENDANT: GREGG ROSENTHAL | |

NATURE OF PROCEEDINGS: CLAIM OF EXEMPTION HEARING – WAGE GARNISHMENT

RULING

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 November, 2026 is as follows:***
***https://marin-courts-ca-gov.zoomgov.com/j/1615487764?pwd=Ob4B5J7LLKcpnkxzJjjEOSHNzEGafG.1***

Meeting ID: 161 548 7764
Passcode: 502070

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# SUPERIOR COURT OF CALIFORNIA
# COUNTY OF MARIN

DATE: 11/18/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0006938

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: ALINA ANDRES

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|---|---|
| PLAINTIFF: JOHN O'SULLIVAN<br><br>vs.<br><br>DEFENDANT: ALEXANDER VELAZQUEZ GONZALEZ, ET AL | |

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

RULING

Plaintiff brings this motion to compel responses to Form Interrogatories, Special Interrogatories, Requests for Admission and Requests for Production of Documents, which were served on May 7, 2026, and due on July 9, 2026. Plaintiff complained that no responses were filed notwithstanding multiple extensions. Plaintiff further requested monetary sanctions against Defendant for costs incurred in filing the motion.

The parties stipulated to the appointment of a facilitator to aid in the dispute. Although neither party filed a document entitled, Declaration of Non-Resolution as required in local rule MCR Civ. 2.13H, Plaintiff did file a declaration which indicated that the parties had met and Defendant had agreed to provide amended responses, but did not do so. Defendant did not file an opposition, but filed a response indicating that responses were provided.

On November 13, 2026, Discovery Facilitator Halbany filed a report recommending that the motion to compel initial responses be denied as moot, but that the parties must meet and confer within ten days to resolve any remaining issues with the responses and documents to be produced, and to submit a joint report to the Court outlining any remaining disputed issues. Facilitator Halbany also recommended sanctions be ordered against Defendant in the amount of $650.

The Court accepts the recommendations of Facilitator Halbany in part, and as follows:

1. Plaintiff's request to compel discovery responses is continued to December 2, 2026 at 1:30 pm, unless the parties notify the Court they have reached agreement.

2. To the extent that Plaintiff asserts that Defendant's discovery responses are insufficient and remain outstanding, Plaintiff and Defendant shall meet over video or in person and shall go over every insufficient response no later than by November 23, 2026. The parties shall prepare a joint Separate Statement to the Court to be filed no later than by November 30, 2026, which sets forth each discovery request at issue, and a Declaration which attaches the requests and responses.

3. Sanctions are ordered against Defendant in the amount of $650 to be paid within 30 days of service of this order. This does not preclude the issuance of further sanctions in the event that responses or meet and confer conference attempts are deficient.

***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: 11/18/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0008035

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: ALINA ANDRES

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|---|---|
| PLAINTIFF: CHAPMAN LAW GROUP, A.P.C.<br><br>vs.<br><br>DEFENDANT: YVONNE D'ANGELO, ET AL | |

NATURE OF PROCEEDINGS: 1) MOTION - RELIEVE COUNSEL
2) MOTION - RELIEVE COUNSEL

RULING

Counsel for Carlos Sousa and Yvonne D'Angelo Sousa has filed motions to be relieved as counsel. The notices were addressed to Carlos Sousa and Yvonne D'Angelo, and served on them through electronic mail. The Declaration in Support of Attorney's Motion indicates that relief is warranted as counsel has been unable to communicate with his clients, and it lists the upcoming Case Management Conference. No opposition has been filed.

In light of the above, the Court shall grant the motion.

***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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Meeting ID: 161 548 7764
Passcode: 502070

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# SUPERIOR COURT OF CALIFORNIA
# COUNTY OF MARIN

DATE: 11/18/26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0008260

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: ALINA ANDRES

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| PLAINTIFF: JOSELITO MAGLALANG<br><br>vs.<br><br>DEFENDANT: AMERICAN HONDA MOTOR CO., INC. | |

NATURE OF PROCEEDINGS: MOTION – RELIEVE COUNSEL

RULING

On November 4, 2026, the Court tentatively granted the motion to be relieved as counsel for Joselito Maglalang, provided that counsel file a declaration averring that Maglalang was provided a copy of his file. No such declaration has been filed.

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.***

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# SUPERIOR COURT OF CALIFORNIA
# COUNTY OF MARIN

DATE: 11/18//26 TIME: 1:30 P.M. DEPT: H CASE NO: CV0008405

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER: CLERK: ALINA ANDRES

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|---|---|
| PLAINTIFF: JANE ROE A.B., AN INDIVIDUAL<br><br>vs.<br><br>DEFENDANT: SAN RAFAEL CITY SCHOOLS, A PUBLIC ENTITY, ET AL | |

NATURE OF PROCEEDINGS: MOTION – OTHER: RELATE CASES

RULING

Plaintiff Jane Roe A.B. moves this Court to relate Case No. CV0006962 with Case No. CV0008405 and CV0010006. Plaintiff asserts that all three cases involve the same Defendants and the same type of conduct. While the plaintiffs in each of the cases are different, the Court agrees that much of the discovery will overlap. Defendants do not object to the request that all cases be deemed related. The Court shall relate case CV0006962 with Case Nos. CV0008405 and CV0010006, and shall transfer CV0006962 to Department A.

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

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