

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 01/30/26      TIME: 1:30 P.M.      DEPT: L      CASE NO: CV2003297

PRESIDING: HON. MARK A. TALAMANTES

REPORTER:

CLERK: M. GIL

PLAINTIFF: JARRET WEIS

vs.

DEFENDANT: CLIFFORD A. CHANLER

NATURE OF PROCEEDINGS: MOTION – OTHER: FOR ASSIGNMENT OF RIGHTS

**RULING**

There are two motions on calendar. Plaintiff filed on August 27, 2025, a motion for an assignment of rights and turnover order against Defendant Chanler. The matter was set for hearing on January 23, 2026, and continued to February 27. Plaintiff filed a second motion seeking the same relief on January 16, 2026, against Chanler LC.

The matter was called regularly as scheduled in this department on January 23, with Arron Jackson appearing on behalf of Plaintiff, Defendant Mr. Chanler, Esq., appearing on his behalf and Steven Chen appearing on behalf of Chanler LC.

Defendant expressed optimism that a settlement might be reached with more time to meet and confer. The court ordered the parties to participate in a “telephone” call. The matter was continued to January 29, at 9 a.m. for further case management, with the motion continued to February 27 at 9 am in this department.

Appearances are required for an update. The parties may appear via video remote.

*Parties must comply with Marin County Superior Court Local Rules, Rule 7.12(B), (C), which provides that if a party wants to present oral argument, the party must contact the Court at (415) 444-7046 and all opposing parties by 4:00 p.m. the court day preceding the scheduled hearing. Notice may be by telephone or in person to all other parties that argument is being requested (i.e., it is not necessary to speak with counsel or parties directly.) Unless the Court and all parties have been notified of a request to present oral argument, no oral argument will be permitted except by order of the Court. In the event no party requests oral argument in accordance with Rule 7.12(C), the tentative ruling shall become the order of the court.*

***IT IS ORDERED that evidentiary hearings shall be in-person in Department L. For routine appearances, the parties may access Department L for video conference via a link on the court website. Litigants in the virtual courtroom are required to leave the video screen on and wait for your case to be called.***

***FURTHER ORDERED that the parties are responsible for ensuring that they have a good connection and that they are available for the hearing. If the connection is inadequate, the Court may proceed with the hearing in the party's absence.***

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 01/30/26      TIME: 1:30 P.M.      DEPT: L      CASE NO: CV0001441

PRESIDING: HON. MARK A. TALAMANTES

REPORTER:

CLERK: M. GIL

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PLAINTIFF: EDNA MARCIA RIBEIRO

vs.

DEFENDANT: ALEXANDRE P. FRADE,  
ET AL

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

**RULING**

Appearances are required.

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 01/30/26      TIME: 1:30 P.M.      DEPT: L      CASE NO: CV0003869

PRESIDING: HON. MARK A. TALAMANTES

REPORTER:

CLERK: M. GIL

PLAINTIFF: BOBBY S. MOSKE

vs.

DEFENDANT: REDWOOD SECURITY  
SYSTEMS, INC., A CALIFORNIA  
CORPORATION

NATURE OF PROCEEDINGS: MOTION – OTHER: FOR PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA SETTLEMENT

**RULING**

On October 23, 2025, Plaintiff filed a motion seeking approval of settlement of class claims for pursuant to Code of Civil Procedure § 382, and also preliminarily approval of a class settlement under California's Private Attorney General Act, Labor Code § 2698, et seq.

Defendant stipulates to certification of the Class for the purposes of Settlement only.

The terms are:

1. Defendant will pay a maximum of \$150,000.00, referred to as the Gross Settlement Amount (or GSA herein) not more than 14 days after the Effective Date (Settlement, § 4.3).
2. The Administrator will disburse the entire Gross Settlement Amount without requiring Participating Class Members to submit any claim as a condition of payment. Class Members need only take action if they wish to request exclusion from the Settlement. (Settlement, § 7.5);
3. The Settlement will release specified wage-and-hour claims for those Class Members who do not opt out of the Settlement, as well as specified claims for PAGA Penalties for all Aggrieved Employees;
4. After deducting from the settlement Class Counsel's attorneys' fees and costs, enhancement payment to Plaintiff, Administration Expenses Payment, and the LWDA PAGA Payment, the remainder will be available for distribution to Participating Class Members, who do not opt out; to Forty Three (43) Aggrieved Employees in the form of Individual PAGA Payments, with each Aggrieved Employee receiving a pro-rata share of the 35% of the PAGA Penalties
5. Defendant's portion of payroll taxes (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class Members that constitute wages will be paid separate and apart from the GSA (Settlement, § 3.1)

6. Any settlement checks that are mailed to the Class Members and remain uncashed after 180 days of the date of issuance will be cancelled, and the moneys will be directed to the State of California's Unclaimed Property Fund or other recipient as directed by the Court
7. The notice portion of the Settlement will be administered by a third-party Administrator, ILYM Group, Inc, and costs of administration are estimated to be no more than \$4,350 (Settlement, § 3.2.3);
8. Enhancement/Service Awards to Plaintiff: Defendant will not oppose the application for Class Representative Enhancement of up to \$10,000 for Plaintiff, to be paid from the GSA (Settlement, § 3.2.1);
9. Fees and Costs: Defendant will not oppose Class Counsel's application for fees up to the amount of \$52,500, and actual costs, in an amount not to exceed \$17,500.00, to be paid out of the GSA. (Settlement, § 3.2.2);
10. The total amount of PAGA civil penalties to be paid from the Gross Settlement Amount totals \$15,000.00 with 65% (\$9,750.00 (Nine Thousand Seven Hundred Fifty Dollars)) allocated to the LWDA PAGA Payment and 35% (\$5,250.00 (Five Thousand Two Hundred Fifty Dollars)) allocated to the Individual PAGA Payments. (Settlement, § 3.2.5).

The settlement was reached as a result of good faith arm's length negotiations, is not opposed, and is APPROVED.

Regarding paragraph 6 above, the parties are ordered to meet and confer to discuss an award of the residual settlement proceeds to an organization whose purpose is tied more closely to the objective of PAGA. The Legislature enacted PAGA "for the 'sole purpose' of increasing the limited capability of the State of California to enforce violations of the Labor Code" (Hargrove v. Legacy Healthcare, Inc., 80 Cal.App.5th 782 (2022)) The court is open to suggestions regarding an appropriate *cy pres* recipient selected by the parties.

Appearances are required. Plaintiff to submit the final order for entry.

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 01/30/26      TIME: 1:30 P.M.      DEPT: L      CASE NO: CV0003881

PRESIDING: HON. MARK A. TALAMANTES

REPORTER:

CLERK: M. GIL

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PLAINTIFF: GARY GREEN

vs.

DEFENDANT: RALPH DIAZ, ET AL

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NATURE OF PROCEEDINGS: MOTION - QUASH

**RULING**

Defendant Diaz, et al (“Defendant”) filed this motion to quash service of summons on December 15, 2025. The motion was continued to January 23. The matter was called as regularly scheduled in this department, and continued to January 30, 2026, to provide the Defendant additional time to file an evidentiary objection to support the moving papers.

The party choosing to oppose motion should file and serve opposed opposition papers which include a memorandum of points and authorities, and any supporting papers such as declarations or other evidence. Code of Civil Procedure § 1005(b).

Based on a review of the declaration the evidence it provides, the motion to quash service is GRANTED. Defendant to lodge the order.

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 01/30/26      TIME: 1:30 P.M.      DEPT: L      CASE NO: CV0004436

PRESIDING: HON. MARK A. TALAMANTES

REPORTER:

CLERK: M. GIL

PLAINTIFF: U.S. BANK NATIONAL  
ASSOCIATION d/b/a ELAN FINANCIAL  
SERVICES

vs.

DEFENDANT: JEROME ARCEO SANTOS

NATURE OF PROCEEDINGS: MOTION – SUMMARY JUDGMENT

**RULING**

The unopposed motion for summary judgment by plaintiff U.S. Bank National Association (“Plaintiff”) is GRANTED. (Code Civ. Proc., § 437c, subds. (c) and (p)(1).) Plaintiff has met its burden showing no triable issues of material fact exist as to any of the alleged causes of action.

***Facts***

Plaintiff filed this action on November 7, 2024, against defendant Jerome Arceo Santos (“Defendant”) alleging a cause of action for breach of contract.

This record indicates that Defendant applied to Plaintiff for a credit card account and entered into a written agreement with Plaintiff to be bound by the terms and conditions set forth in the Cardmember Agreement, including that use of the issued card constituted acceptance of the agreement. Defendant used the credit card, making charges and payments, and Plaintiff complied with its obligations under the Agreement by paying vendors for all charges made on Defendant’s account.

Defendant defaulted in making the payments due under the terms of the Cardmember Agreement, thus Plaintiff accelerated the account balance so that the entire unpaid balance on the account became immediately due and payable. Defendant owes Plaintiff \$6,710 on the principal balance.

***Standard for Summary Judgment***

A plaintiff moving for summary judgment meets his or her burden of proof by showing there is no defense to each cause of action by proving each element of the cause of action. (Code Civ. Proc., § 437c(p)(1); see also *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 853

[“summary judgment law in this state no longer requires a plaintiff moving for summary judgment to disprove any defense asserted by defendant as well as prove each element of his own cause of action. . . . All that the plaintiff need do is to ‘prove [ ] each element of the cause of action’ ”].) Once a plaintiff meets this burden, the burden shifts to defendant “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(p)(1).)

### ***Discussion***

Plaintiff claims it is entitled to summary judgment against Defendant on the grounds that there is no defense to this action. Plaintiff alleges a breach of contract against Defendant.

The elements of a breach of contract cause of action are: (1) the existence of a contract; (2) the plaintiff's performance or excuse for nonperformance of the contract; (3) defendant's breach; and (4) damage to plaintiff resulting from the breach. (*State Compensation Ins. Fund v. ReadyLink Healthcare, Inc.* (2020) 50 Cal.App.5th 422, 449 (“ReadyLink”).)

Here, Plaintiff proffers evidence of the agreement for the credit card, that Plaintiff performed its obligation under the terms of the agreement by extending funds to Defendant for various goods, services, and cash advances, that Defendant failed to honor the obligations under the terms of the credit card agreement by failing to pay the sums owed to Plaintiff, and that Plaintiff is owed a sum certain in the amount of \$6,710.

Plaintiff has met its burden establishing each element of its cause of action for breach of contract. Without controverting evidence, the Court grants Plaintiff's motion for summary judgment.

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 01/30/26      TIME: 1:30 P.M.      DEPT: L      CASE NO: CV0006974

PRESIDING: HON. MARK A. TALAMANTES

REPORTER:

CLERK: M. GIL

PLAINTIFF: KOFI OPOONG-MENSAH

vs.

DEFENDANT: BENJAMIN CARROLL  
GRAVES

NATURE OF PROCEEDINGS: MOTION – ANTI-SLAPP 425.16 - STRIKE

**RULING**

Defendant Benjamin C. Graves' ("Defendant") Special Motion to Strike ("anti-SLAPP") and for Attorney's Fees is GRANTED.

**REQUESTS FOR JUDICIAL NOTICE**

Defendant's Requests for Judicial Notice Nos. 1-10 are GRANTED. (Evid. Code, § 452, subd. (d).)

**BACKGROUND**

This case (CIV0006974) arises from a settlement conference that occurred in *Kofi Opong-Mensah vs. Marin Community College District et al* (CIV1903799). In that case, plaintiff Kofi Opong-Mensah ("Plaintiff") initiated an action against the Marin Community College District ("the District") asserting claims for emotional distress, race based discrimination, and FEHA violations for their alleged failure to hire Plaintiff as a full-time tenured professor of Chemistry.

In CIV1903799, on November 13, 2023, the District prevailed on its Motion for Summary Adjudication as to the retaliation claims, and on July 19, 2024, the parties attended a mandatory settlement conference ("MSC") on the remaining claims. (See RFJN Nos. 4-7.) At the MSC, Plaintiff was represented by attorney Dylan Hackett and the District was represented by Kathleen Darmagnac. (*Ibid.*) Attorney Benjamin C. Graves was appointed by the Court through the ADR Coordinator as the pro-bono settlement conference panelist. (*Ibid.*) At the MSC, the parties entered into a settlement agreement and appeared in open Court where the Court conducted voir-dire to confirm the parties understood the terms of what they were signing. (*Ibid.*) A few weeks after the settlement agreement was entered into, Plaintiff filed a Motion for Relief from Settlement. (*Ibid.*) When that Motion was denied, Plaintiff sought reconsideration of that Order. (*Ibid.*) That too was denied. (RFJN, Nos. 5-6.)

Plaintiff then filed this lawsuit (CIV0006974) against Defendant Graves, asserting that he, while acting as a court appointed settlement conference panelist, induced Plaintiff to sign the Settlement Agreement by advising him falsely that he could rescind the Settlement Agreement at a later date. (RFJN. Exh No. 1.)

Defendant then filed this anti-SLAPP Motion, contending that the alleged conduct (statements made in a Court ordered MSC) are protected activity and Plaintiff cannot demonstrate a probably of prevailing on his claim.

## **PROCEDURAL ISSUES**

Plaintiff filed an opposition to Defendants reply brief on January 26, 2026. The Court, not having authorized such additional pages or additional filings, *sua sponte* strikes the unauthorized and untimely filing.

## **LEGAL STANDARD**

The anti-SLAPP statute provides that “[a] cause of action against a person arising from any act of that person in furtherance of the person’s right of petition or free speech . . . shall be subject to a special motion to strike, unless the court determines that the plaintiff has established that there is a probability that the plaintiff will prevail on the claim.” (Code Civ. Proc., § 425.16, subd. (b)(1).)

A cause of action will be stricken under the anti-SLAPP statute if both parts of a two-prong analysis show that the claim arises from protected activity and lacks minimal merit. (*Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 819-820.) In the first prong, the defendant meets its initial burden by demonstrating that the challenged cause of action is one “arising from” protected activity. If the defendant makes this showing, the burden shifts to the plaintiff for the second prong, requiring the plaintiff to establish a “probability” that he will prevail on the claim. (*Id.*; Code Civ. Proc., § 425.16, subd. (b).) “To establish a probability, the plaintiff ‘must demonstrate that the complaint is both legally sufficient and supported by a sufficient *prima facie* showing of facts to sustain a favorable judgment if the evidence submitted by the plaintiff is credited.’” (*Soukup v. Law Offices of Herbert Hafif* (2006) 39 Cal.4th 260, 291 [citation omitted].)

“In determining whether a plaintiff meets its responsive burden under the second prong, the court shall consider the pleadings, and supporting and opposing affidavits stating the facts upon which the liability or defense is based. In doing so, [t]he court does not weigh evidence or resolve conflicting factual claims. Its inquiry is limited to whether the plaintiff has stated a legally sufficient claim and made a *prima facie* factual showing sufficient to sustain a favorable judgment. It accepts the plaintiff’s evidence as true and evaluates the defendant’s showing only to determine if it defeats the plaintiff’s claim as a matter of law.

Courts have described this procedure as a motion for summary judgment in reverse. Rather than requiring the *defendant* to defeat the plaintiff’s pleading by showing it is legally or factually meritless, the motion requires the *plaintiff* to demonstrate that he possesses a legally sufficient

claim which is substantiated, that is, supported by competent, admissible evidence. Consistent with this summary-judgment-like procedure, the court must draw all reasonable inferences from the evidence in favor of [the party opposing the anti-SLAPP motion].” (*Area 55, LLC v. Tomasevic, LLP* (2021) 61 Cal.App.5th 136, 151-152. Internal citations omitted].)

## Discussion

### The Motion is Timely.

An anti-SLAPP motion may be filed within 60 days of the service of the complaint or, in the court's discretion, at any later time upon terms it deems proper. (Code Civ. Proc., § 425.16, subd. (f).) The 60-day period set forth in subdivision (f) of section 425.16 is not jurisdictional. (*Lam v. Ngo* (2001) 91 Cal.App.4th 832, 840.) However, there is no *right* to file an anti-SLAPP motion beyond the deadline. It can then only be “filed” “in the court's discretion.” (*Ibid.*)

In this case, the Complaint was filed on July 18, 2025. The proof of service for the Summons and Complaint was not filed until January 26, 2026. That proof of service indicates that Defendant was personally served on September 16, 2025. 60 days after the September 16, 2025 service date would have been Saturday November 15, 2025. The anti-SLAPP Motion was filed on November 10, 2025. As such, the Motion was timely filed.

### Challenged Causes of Action “Arise From” Protected Activity

The Complaint states causes of action for Breach of Contract, Fraud, and Intentional Infliction of Emotional Distress and seeks damages of \$5,000,000 plus attorneys' fees.

With respect to the breach of contract cause of action, Plaintiff alleges an oral contract existed for Defendant “to serve as the Marin Superior Court appointed panelist for Mandatory Settlement Conference for Marin Superior Court Case Numbers: CIV1903799, CV0001637, and any other related matters.” (Compl., ¶ BC-1.) The claimed breach is that Defendant Graves, acting as the settlement conference panelist, mislead Plaintiff and induced him to sign a settlement agreement. (*Id.*, ¶ BC-2.) These allegations are also the basis for the Fraud cause of action. (*Id.*, FR-2.) There are no separate allegations for the Intentional Infliction of Emotional Distress cause of action, the inference being these allegations also form the basis for that claim.

The anti-SLAPP statute provides that an “act in furtherance of a person's right of petition or free speech under the United States or California Constitution in connection with a public issue” includes: (1) any written or oral statement or writing made before a legislative, executive, or judicial proceeding, or any other official proceeding authorized by law, (2) any written or oral statement or writing made in connection with an issue under consideration or review by a legislative, executive, or judicial body, or any other official proceeding authorized by law, (3) any written or oral statement or writing made in a place open to the public or a public forum in connection with an issue of public interest, or (4) any other conduct in furtherance of the exercise of the constitutional right of petition or the constitutional right of free speech in connection with a public issue or an issue of public interest. (Code Civ. Proc., § 425.16, subd. (e).)

Defendant asserts that since the MSC program is an official proceeding authorized by law, in which he was acting as a court appointed neutral, his statements made during the MSC are protected activity. (Marin County Superior Court Uniform Local Rules (“LR”), rule 2.14; California Rules of Court (“CRC”), rule 3.1380.)

This Court agrees.

The anti-SLAPP statute's definitional focus is not on the form of the plaintiff's cause of action but, rather, the defendant's activity that gives rise to his or her asserted liability-and whether that activity constitutes protected speech or petitioning. (*Navellier v. Sletten* (2002) 29 Cal.4th 82, 92.) The statute itself requires courts to construe the statute broadly “to encourage continued participation in free speech and petition activities.” (*D.C. v. R.R.* (2010) 182 Cal.App.4th 1190, 1211. Internal citations omitted.)

Here, the claims clearly arise from Defendant's statements in furtherance of settlement during the court ordered MSC. Defendant has met his burden to demonstrate that the causes of action in the Complaint “arise from” protected activity.

*Plaintiff has Failed to Demonstrate a Probability of Success on the Merits*

Once the moving party has established that the challenged claims arise from protected activity, then “the burden shifts” to the nonmoving party “to demonstrate the merit of the claim by establishing a probability of success.” (*Olson v. Doe* (2022) 12 Cal.5th 669, 678.) In undertaking this second step, the Court evaluates the defendant's showing only to determine if it defeats the plaintiff's claim as a matter of law. (*Area 55, LLC v. Tomasevic, LLP, supra*, 61 Cal.App.5<sup>th</sup> 136, 151-152 [citations and internal quotations omitted].)

The litigation privilege is relevant to the second step in the anti-SLAPP analysis in that it may present a substantive defense a plaintiff must overcome to demonstrate a probability of prevailing. (*Olson v. Doe, supra*, 12 Cal.5th at p. 687, citing *Flatley v. Mauro* (2006) 39 Cal.4th 299, 323.)

The usual formulation is that the litigation privilege applies to any communication (1) made in judicial or quasi-judicial proceedings; (2) by litigants or other participants authorized by law; (3) to achieve the objects of the litigation; and (4) that have some connection or logical relation to the action. (*Rusheen v. Cohen* (2006) 37 Cal.4th 1048, 1057. Internal citations omitted.) A plaintiff cannot establish a probability of prevailing if the litigation privilege precludes the defendant's liability on the claim. (*Malin v. Singer* (2013) 217 Cal.App.4th 1283, 1300.)

Statements made during the Court ordered MSC, by a Court appointed neutral, and communicating about potential settlement of the case, are clearly covered by the litigation privilege as well as quasi-judicial immunity. (*Howard v. Drapkin* (1990) 222 Cal.App.3d 843 [as a neutral third party attempting to resolve a family law dispute pursuant to stipulation of the parties which was then entered as an order of the court, the psychologist was protected by both the common law quasi-judicial immunity and the absolute statutory privilege for communications made in judicial proceedings].)

Because Plaintiff cannot establish a probability of prevailing where such privilege/immunity precludes liability, and all of the stated causes of action arise from covered statements, the requirements for striking all causes of action in the Complaint under section 425.16 have been met.

Based on the foregoing, Defendant's anti-SLAPP Motion is GRANTED. The Complaint is stricken in its entirety.

Defendant is entitled to recover reasonable attorney's fees and costs pursuant to a noticed motion.

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN**

DATE: 01/30/26      TIME: 1:30 P.M.      DEPT: L      CASE NO: CV0008624

PRESIDING: HON. MARK A. TALAMANTES

REPORTER:

CLERK: M. GIL

PLAINTIFF: BRUCE BERROL, ET AL

vs.

DEFENDANT: WOLK DEVELOPMENT  
COMPANY

NATURE OF PROCEEDINGS: PETITION – TO CONFIRM CONTRACTUAL  
ARBITRATION AWARD

**RULING**

On December 12, 2025, Plaintiff filed a Petition to Confirm a Contractual Arbitration Award.

The court GRANTS the petition and will sign the proposed order lodged with the court on January 21, 2026.

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