February 27, 2026, Civil Law & Motion Tentative Rulings

1. CL0002737 Peters' Drilling & Pump Service, Inc. vs. Nathaniel McFarland, et al.

Plaintiff's motion for judgment on the pleadings is granted.

Legal Standard

A plaintiff may move for a judgment on the pleadings on the ground "the complaint states facts sufficient to constitute a cause or causes of action against the defendant and the answer does not state facts sufficient to constitute a defense to the compliant." Code Civ. Proc. §438(c)(1)(A). "Motions by a plaintiff for judgment on the pleadings, which are less common, are the equivalent of a demurrer to an answer." *Engine Manufacturers Assn. v. State Air Resources Bd.* (2014) 231 Cal.App.4th 1022, 1034. "Where a plaintiff brings such a motion, [a court assumes] the defendant could have proven all of the factual allegations in its answer." *Alameda County Waste Management Authority v. Waste Connections US, Inc.* (2021) 67 Cal.App.5th 1162, 1173-74. The court will also "disregard the controverted allegations of the complaint." *Engine Manufacturers Assn., supra,* at 1034. " ' Where the answer, fairly construed, suggests that the defendant may have a good defense, a motion for judgment on the pleadings should not be granted.' " *Ibid.* (citation omitted). In making its determination, a court is obliged "to indulge all inferences in favor of the party against whom the motion for judgment on the pleadings was made." *Treweek v. City of Napa* (2000) 85 Cal.App.4th 221, 234. Thus, in order to prevail, a plaintiff "must show (1) it has stated a cause of action and (2) the defendant's answer does not suggest a defense to the cause of action." *Anaheim Mobile States, LLC v. State of California* (2025) 113 Cal.App.5th 602, 610.

Breach of Contract

Plaintiff argues the first amended complaint (FAC) states facts sufficient to constitute a breach of contract, and the answers filed by Defendants fail to constitute a defense to the FAC. The Court agrees.

Breach of contract requires the following elements: an enforceable contract, plaintiff's performance or excused nonperformance, defendant's breach, and damage to plaintiff. *Wall Street Network, Ltd. v. N. Y. Times Co.* (2008) 164 Cal.App.4th 1171, 1178. An enforceable contract requires parties to be capable of contracting, their consent, a lawful object, and sufficient cause or consideration. Civ. Code § 1550. Valid consideration requires absolute acceptance which does not include statements of intention or promissory expressions. Civ. Code § 1585; *Am. Aeronautics Corp. v. Grand Cent. Aircraft Co.* (1957) 155 Cal. App. 2d 69, 79.

The FAC alleges Plaintiff entered into a written contract with Defendant Rowland acting as authorized agent of Defendant McFarland to replace a well pump; Plaintiff performed the work and labor required under the contract and agreed to a payment plan; Defendants failed to make payments required by the payment plan; and Defendants still owe $3,655.27, plus interest and attorney's fees. FAC, ¶¶ 5-12. In their answers, each Defendant admits to the existence of the contract and breach, and request a manageable payment plan. Therefore, Plaintiff has shown it stated a cause of action and Defendants' answers do not suggest a defense to the cause of action. For that reason, judgment on the pleadings is granted as to the first cause of

action. Judgment for the contract amount shall be for $2,655.27 (which includes credit for post-complaint payment of $1,000.00).

Enforcement of Mechanic's Lien

While normally preliminary notice is a prerequisite to recording a lien claim, "[a] claimant with a direct contractual relationship with an owner or reputed owner is required to give preliminary notice only to the construction lender or reputed construction lender, if any." Civ. Code § 8200(e)(2). Generally, an action to enforce a mechanic's lien must be filed "within 90 days after recordation of the claim of lien." Civ. Code, § 8460(a). At bar, the FAC shows Plaintiff was under direct contract with the owner of the property, and so it was not required to give notice to the owner. Moreover, Plaintiff filed the action to enforce a mechanic's lien within 90 days after recording the claim of lien.

The purpose of a mechanic's lien is "to prevent unjust enrichment of a property owner at the expense of a laborer or material supplier." *Burton v. Sosinsky* (1988) 203 Cal.App.3d 562, 568. "Since a laborer's work benefits the property subject to a mechanic's lien, the owner of that property is subject to a lien for labor and materials to prevent his unjust enrichment." *Royster Construction Co. v. Urban West Communities* (1995) 40 Cal.App.4th 1158, 1165.

At bar, Plaintiff "proved the elements of a cause of action to foreclose on a mechanic's lien: the fact that its labor, services, and materials were used in a work of improvement, the reasonable value of its contribution, and the date the work was complete." *Vought Construction Inc. v. Stock* (2022) 84 Cal.App.5th 622, 637. Plaintiff "is entitled to a judgment ordering foreclosure on the lien—subject, of course, to [Defendants''] right of redemption (Civ. Code, § 2903) and to [Plaintiff]'s duty to credit against the lien any payment received pursuant to its personal judgment against [Defendants] (*id.*, § 8468, subd. (b))." *Ibid.*

Attorney's Fees/Costs

"Attorney[']s fees are not recoverable in actions to foreclose upon a mechanics' lien." *Korech v. Hornwood* (1997) 58 Cal.App.4th 1412, 1420. " If, however, there is a contract between the claimant and the owner of the property which contains an attorney[']s fees clause, the claimant can recover fees pursuant to the contract, but it is not the lien that creates the right to fees." At bar, there is a contractual fees provision. Plaintiff, is the prevailing party, and is entitled to reasonable attorney's fees in the amount of $4,785.83, with costs of $885.40.

Interest and Total Judgment

Plaintiff is entitled to prejudgment interest as requested in the amount of $256.17. Plaintiff requested total judgment for contract amount, costs, attorney's fees and prejudgment interest in the amount of $8,326.50. That request appears to be based on inaccurate arithmetic *excluding* interest. Total judgment should be for $8,582.67.

2. CL0003298 Evergreen Bank Group vs. Nethaniel Pasciuti

No appearances are required. Plaintiff's application for a writ of possession was removed from calendar at the request of Plaintiff. Plaintiff indicated it intends to renotice the same.

3. CU0000634 Carla Marie Vieira vs. California Dept. of Transportation, et al.

No appearances are required. Defendant California Department of Transportation's February 27, 2026, motion to continue trial is removed from calendar at the request of the moving party. Trial previously was continued by February 9, 2026, stipulated order.

4. CU0001653 Magic Sun Solar, Inc. vs. Shawn McCall, Individually and as Trustee Of The Gold Country Trust of 2023. et al.

Defendant Shawn McCall's Motion to Compel Further Discovery Responses

Defendant McCall's motion to compel further discovery responses is granted in part as noted below.

a. Special Interrogatories (Set One) Nos. 30, 41, 42, 48, and 52: A full response to all contention interrogatories are required; any objections to the contrary are overruled.

b. Form Interrogatories – Construction (Set One) No. 314.3: A full response as to "prevention" is required; any objections to the contrary are overruled. No. 326.1: A full response for *each related* RFA is required; any objections to the contrary are overruled. *See Deyo v. Kilbourne* (1978) 84 Cal.App.3d 771, 784, n. 10. No. 321.1: The response is adequate.

c. Requests for Admission (Set One) No. 15: A full response is required as to "functionality;" any objections to the contrary are overruled. No. 16: The ambiguity objection is sustained.

d. Requests for Production of Documents (Set One) Nos. 10, 22, 27, 30, 31, and 36: Production of the requested documents are required; any other objections to the contrary are overruled with one exception: the ambiguity objection as to "challenges" in No. 30 is sustained and no documents related to challenges need be produced.

Regarding Plaintiff's "Introductory Statement," any global or general *objections* are wholly ineffective and shall be stricken with one exception: Plaintiff may and has timely preserved objections based on the attorney-client privilege and work product doctrine via its generic response. *See Masimo Corp. v. The Vanderpool Law Firm, Inc.* (2024) 101 Cal.App.5th 902, 908 (general objections); *Catalina Island Yacht Club v. Superior Court* (2015) 242 Cal.App.4th 1116, 1129 (work product/attorney-client objections). The motion to strike is otherwise denied as to statements that do not constitute objections.

Within 14 calendar days after service of the Order, Plaintiff shall serve further, separate, and verified responses or documents to each of the discovery requests identified above that comply with the Civil Discovery Act and that do not include any improper global objections or reservations. For any responsive documents withheld based on privilege of any sort or work-product protection, Plaintiff shall serve a privilege log that complies with Code of Civil Procedure section 2031.240(c)(1), identifying the date, author, recipient(s), general subject matter, and the specific privilege or protection asserted for each document withheld.

As to the request for monetary sanctions, Plaintiff's failure to provide substantive, code-compliant responses as noted above constitutes "misuse of the discovery process" within the meaning of *Code of Civil Procedure* section 2023.010(d) ("[f]ailing to respond or to submit to an authorized method of discovery"), thereby subjecting Plaintiff to monetary sanctions. The Court does not find either substantial justification or other circumstances making the imposition of sanctions unjust.

Defendant seeks a total of $7,596.00 in attorney's fees, including 14.1 attorney hours for reviewing and analyzing the discovery responses, conducting legal research, and drafting the motion, as well as 6.8 hours of paralegal time. While some sanctions are warranted, counsel fails to justify the billing rates, and fails to separate out the time spent drafting the motion from the time spent analyzing the discovery responses which would be performed in the normal course of litigation. The Court concludes Defendant reasonably spent 12 hours of attorney time at a reasonable market rate of $350.00 in connection with the insufficient discovery responses, 5 hours of paralegal time at a reasonable market rate of $200.00 in connection with the same, for total sanctions in the amount of $5,200.00.

Defendant Nataliya Talker's Motion to Compel Further Discovery Responses

Defendant Nataliya Talker's motion to compel further discovery responses is granted in part as noted below.

Form Interrogatories – Construction (Set One) No. 314.3: A full response as to "prevention" is required; any objections to the contrary are overruled. No. 326.1: A full response for *each related* RFA is required; any objections to the contrary are overruled. *See Deyo,* 84 Cal.App.3d at 784, n. 10. Nos. 314.2 and 321.1: The responses are adequate.

Requests for Admission (Set One) Nos. 5, 6, 8, 12–14, 19, and 20: The responses are adequate.

Regarding Plaintiff's "Introductory Statement," any global or general *objections* are wholly ineffective and shall be stricken with one exception: Plaintiff may and has timely preserved objections based on the attorney-client privilege and work product doctrine via its generic response. *See Masimo Corp.,* 101 Cal.App.5th at 908; *Catalina Island Yacht Club,* 242 Cal.App.4th at 1129. The motion to strike is otherwise denied as to statements that do not constitute objections.

Within 14 calendar days after service of the Order, Plaintiff shall serve further, separate, and verified responses or documents to each of the discovery requests identified above that comply with the Civil Discovery Act and that do not include any improper global objections or reservations. For any responsive documents withheld based on privilege of any sort or work-product protection, serve a privilege log as described previously.

As to the request for monetary sanctions, Plaintiff's failure to provide substantive code-compliant responses as noted above constitutes "misuse of the discovery process." The Court does not find either substantial justification or other circumstances making the imposition of sanctions unjust as to the non-compliant responses.

Defendant seeks a total of $5,065.50 in attorney's fees, including 9.4 attorney hours for reviewing and analyzing the discovery responses, conducting legal research, and drafting the motion, as well as 6.6 hours of paralegal time. While some sanctions are warranted, counsel fails to justify the billing rates, and fails to separate out the time spent drafting the motion from the time spent analyzing the discovery responses which would be performed in the normal course of litigation. Moreover, as to this discovery, the Court only granted the motion to compel in limited part. The Court concludes defendants reasonably spent 3 hours of attorney time at a reasonable market rate of $350.00 in connection with the insufficient discovery responses, 2 hours of paralegal time at a reasonable market rate of $200.00 in connection with the same, for total sanctions in the amount of $1,450.00.

5. CU0002271 Christine Jones vs. Nationstar Mortgage LLC, American West Lender, LLC, et al.

Plaintiff argues that defendants Nationstar Mortgage LLC and American West Lender, LLC violated the *September 23, 2025,* temporary restraining order and seek sanctions related thereto. Defendants argue that the Court has already addressed this issue and concluded there was no violation. Alternatively, they argue that there is no sanctionable violation because postponement of the foreclosure sale was necessary to comply with the temporary order.

As a preliminary matter, contrary to the suggestion of Defendants, the Court did not previously address any potential violation of the September 23, 2025, order. The Court previously indicated that the *October 22, 2025*, notice of postponement did not violate the November 26, 2025, order, (modified by the December 11, 2025, order). *See* 12/17/25 Minute Order.

The September 23, 2025, temporary restraining order, among other things, expressly prohibited "postponing" or "rescheduling" any trustee's sale. *See* 9/23/25 TRO. That notwithstanding, Defendants issued a notice of postponement, among other things, directly in violation of the Court's order. The Court is not persuaded that there was any good cause or substantial justification for Defendants' actions. Defendants had no *obligation* to postpone the sale in order to comply with the Court's order; they could have simply cancelled the same (and later reinitiated the legal process if the Court denied Plaintiff's request for injunctive relief).

Defendants are ordered to pay $750.00 in sanctions to the Clerk of the Court by no later than March 10, 2026 for violation of the Court's lawful order, without good cause or substantial justification, under Code of Civil Procedure section 177.5.

6. CU0002444 Kurt's Garden, Inc. vs. Jeffrey D. Brandstetter, et al.

Defendants and Cross-Complainants' motion to compel arbitration and stay proceedings is dropped as moot due to the February 6, 2026, stipulation and order to stay action and refer this matter to arbitration.

7. CU0002182 County of Nevada v. Successors in Interest of Myrna L. Buettner

Appearances are required in connection with the June 18, 2025, petition for an order to abate a substandard building at 10121 Valley Drive, Rough and Ready, and appoint a receiver. On November 21, 2025, the Court: deferred ruling for a period of three months at the request of the Administrator for the Estate of Buettner; set this matter for hearing on February 27, 2026, directed the parties to file a comprehensive report that specified what concrete steps had been taken to correct the conditions of the subject property; and expressly indicated that, "[i]n the absence of the showing of diligence by the administrator, the court will be favorably inclined to grant the county's petition in February."

The Court has reviewed the status reports of the parties which appear to suggest that some progress has been made with respect to addressing the waste on the exterior of the building (with the notable exception of the still unremoved recreational vehicles) and little to no progress has been made with respect to the building itself. The Administrator and his Realtor/Property Manager suggest that the remediation of the exterior potentially will be complete within 60 days and that funding likely will be available within 30 days, apparently for purposes of developing and implementing a plan for complete remediation of the property, including the building.

The court defers ruling for a period of two months and sets this matter for hearing on May 1, 2026, at 10:00 a.m., in Department 6. The parties are directed to meet and confer at least once every two weeks. The Administrator shall continuously apprise the County of its efforts to abate the nuisance. No later than two weeks prior to the scheduled hearing, both the County and the Administrator shall file a comprehensive report that specifies what additional concrete steps have been taken to correct *all* the conditions of the subject property, including the building. In the absence of the showing of diligence by the Administrator, including a *concrete plan* by appropriate professionals *to remedy the conditions of the building and funding for the same*, the Court will be favorably inclined to grant the County's petition in May.