SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

Law and Motion Calendar
Honorable Mark A. McCannon
1050 Mission Road, South San Francisco, CA 94080
Department 2, Courtroom K
2/05/26

If you intend to appear on any case on this calendar, you must give notice by 4:00 pm the court day before the hearing pursuant to California Rules of Court, Rule 3.1308(a)(1), and San Mateo County L.R. 3.403(b).

Failure to comply with notice as outlined will result in no oral presentation.

Notice of Appearance and Courtesy Copies

1. **Email Dept2@SanMateoCourt.org before 4:00 pm the court day before with a copy to all parties or their counsel of record. The email must include the name of the case, the case number, and the name of the party contesting the tentative ruling OR call (650) 261-5102 before 4:00 pm the court day before and follow the instructions on the message.**

2. **Courtesy Copies: You must email a copy of any reply brief, or an Opposition to a Motion for Summary Judgment in an Unlawful Detainer matter to: LawAndMotionReplyBriefs@SanMateoCourt.org**

Day of Hearing

Appearances can be In Person or Remote. If appearing remotely by Zoom, please use your first and last name and mute your audio until your case is called. All parties must use a device with a camera if you are appearing remotely. Please login to the zoom hearing by 1:50 pm.

Remote Appearance Zoom Information

RECORDING OF A COURT PROCEEDING IS STRICTLY PROHIBITED.

https://sanmateocourt.zoomgov.com/
Meeting ID: 160 135 4419
Password: 845111
Zoom telephone dial-in: +1 (669)-254-5252

TO ASSIST THE COURT REPORTER, the parties are ORDERED to: (1) state their name each time they speak and only speak when directed by the Court; (2) not to interrupt the Court or anyone else; (3) speak slowly and clearly; (4) connect from a computer if at all possible, rather than a cell phone; (5) if a cell phone is absolutely necessary, the parties must be stationary and not driving or moving; (6) no speaker phones under any circumstances; (7) provide the name and citation of any cases referenced; and (8) spell all names, even common names.

Case **Title / Nature of Case**

2:00 PM
LINE: 1

23-CIV-00446 **TIFFANY WILLIAMS VS. RUDY ORITZ, ET AL**

TIFFANY WILLIAMS **IIAN N. ROSEN JANFAZA**
RUDY ORITZ

MOTION TO COMPEL PLAINTIFFS TIFFANY WILLIAMS AND YHVONNA TRAVIS'S DISCOVERY RESPONSES TO DEFENDANT'S FORM INTERROGATORIES AND REQUEST FOR SANCTIONS AGAINS PLAINTIFFS

TENTATIVE RULING:

The unopposed motion is denied without prejudice. Defendant has not provided proof that the underlying discovery was properly served on plaintiffs. The declaration of Adriana Valdez indicates that the discovery was electronically served on plaintiffs on February 19, 2025, but none of the details of that service is provided and there is no proof of service is attached to the copies of the discovery provided to the court.

If the tentative ruling is uncontested, it shall become the order of the Court.

2:00 PM
LINE: 2

23-CIV-00446 **TIFFANY WILLIAMS VS. RUDY ORITZ, ET AL**

TIFFANY WILLIAMS **IIAN N. ROSEN JANFAZA**
RUDY ORITZ

MOTION TO COMPEL PLAINTIFFS TIFFANY WILLIAMS AND YHVONNA TRAVIS'S DISCOVERY RESPONSES TO DEFENDANT'S REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE AND REQUEST FOR SANCTIONS AGAINST PLAINTIFFS

TENTATIVE RULING:

The unopposed motion is denied without prejudice. Defendant has not provided proof that the underlying discovery was properly served on plaintiffs. The declaration of Adriana Valdez in support of the motion only refers to service of form interrogatories. Similarly, the email correspondence attached to the declaration concerns plaintiffs' failure to respond to interrogatories.

If the tentative ruling is uncontested, it shall become the order of the Court.

2:00 PM
LINE: 3

24-CIV-02382 SUNG IL KWOK VS ALLIANCE MANUFACTURED HOMES, INC.

SUNG IL KWOK	**PRO SE**
ALLIANCE MANUFACTURED HOMES, INC.	**JONATHAN H. VAN EE**

DEFENDANT ALLIANCE MANUFACTURED HOMES, INC.s MOTION TO COMPEL ARBITRATION

TENTATIVE RULING:

For the reasons stated below, Defendant Alliance Manufactured Homes, Inc.'s motion to compel arbitration of the claims alleged by Plaintiff Sung Il Kwok in his First Amended Complaint, filed December 30, 2024, is **GRANTED.**

The Court sua sponte **ORDERS** the proceedings **STAYED** pending the resolution of arbitration. (Code Civ. Proc., § 1281.4.)

Initially, the Court notes that Defendant provided an improper address for the hearing. On October 28, 2025, this matter was reassigned to the Honorable Mark A. McCannon in Department 2, effective December 1, 2025. Department 2 is not located in Redwood City, as the notice states, but instead at the Northern Courthouse, Courtroom K, 1050 Mission Road, South San Francisco, California 94080. (See Cal. Rules of Court, rule 3.1110 [the notice "must specify" the location of the hearing].)

Background

Plaintiff Sung Il Kwok entered into a mobile home purchase agreement with Defendant on April 30, 2018. (Petition to Compel Arbitration, Ex. 1.) The sales contract contained an arbitration clause. (Id. at ¶ 14.) Plaintiff experienced various maintenance issues with the home and filed his initial complaint on April 18, 2024. Defendant now moves to compel Plaintiff's compliance with the arbitration clause contained in the parties' sales agreement. Plaintiff opposes the motion, asserting that the arbitration clause was not explained to him and is unenforceable due to lack of informed consent.

Legal Standard

It is well established under California law that a trial court has no power to order parties to arbitrate a dispute they did not agree to arbitrate. (Bouton v. USAA Casualty Ins. Co. (2008) 43 Cal.4th 1190, 1202.) However, under both the Federal Arbitration Act and California law, arbitration agreements are valid, irrevocable, and enforceable, except on grounds that exist at law or in equity for the revocation of a contract. (Winter v. Window Fashions Professionals, Inc. (2008) 166 Cal.App.4th 943, 947.)

"A petition to compel arbitration or to stay proceedings pursuant to Code of Civil Procedure sections 1281.2 and 1281.4 must state, in addition to other required allegations, the provisions of the written agreement and the paragraph that provides for arbitration. The provisions must be stated verbatim, or a copy must be physically or electronically attached to the petition and incorporated by reference." (Cal. Rules of Court, rule 3.1330.)

"The petitioner bears the burden of proving the existence of a valid arbitration agreement by a preponderance of the evidence, while a party opposing the petition bears the burden of proving by a preponderance of the evidence any fact necessary to its defense." (Ruiz v. Moss Bros. Auto Group, Inc. (2014) 232 Cal.App.4th 836, 842.) "This initial burden may be met with a copy of the arbitration agreement." (Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2024) ¶ 9:407.4.)

The trial court ordinarily decides threshold issues regarding the existence and enforceability of the arbitration agreement, as well as the scope of issues to be arbitrated. (Id.)

Discussion — The 2018 Manufactured Home Purchase Agreement Controls

A motion to compel arbitration pursuant to Code of Civil Procedure section 1281.2 "requires a party seeking to compel arbitration to plead and prove a prior demand for arbitration under the parties' arbitration agreement and a refusal to arbitrate under the agreement." (Mansouri v. Superior Court (2010) 181 Cal.App.4th 633, 640.)

The Court has reviewed Defendant's moving papers and finds that an arbitration agreement exists in the parties' sales contract. (Motion, Ex. 1, ¶ 14.) The scope of the provision is broad and encompasses any dispute between the parties. Accordingly, the underlying action falls within its scope.

The Court further notes that Defendant made a formal demand for arbitration in its June 30, 2025 meet-and-confer letter. (Declaration of Jonathan Van Ee, ¶ 15 & Ex. 13.) Defense counsel states that Plaintiff did not agree to submit the matter to arbitration (Van Ee Decl., ¶ 16), which the Court also finds is evidenced by Plaintiff's decision to refile the underlying lawsuit rather than commence arbitration. (See Hyundai Amco America, Inc. v. S3H, Inc. (2014) 232 Cal.App.4th 572, 577.)

Defendant has therefore met its burden to demonstrate the existence of a valid arbitration agreement by a preponderance of the evidence, and the burden shifts to Plaintiff to establish facts necessary to support his defense that the agreement is unenforceable. (Ruiz, supra, 232 Cal.App.4th at p. 842.)

The Court finds Plaintiff's conclusory assertions—that he had no knowledge that "Alliance Installations" existed as a company, was not informed whether it was a licensed contractor, legal entity, or DBA, and received no explanation regarding this designation (Opp. pp. 1–2)—do not establish lack of informed consent to the arbitration clause and do not render the agreement unenforceable.

Accordingly, the motion to compel arbitration is **GRANTED**, as Defendant has shown by a preponderance of the evidence that Plaintiff effectively consented to arbitrate disputes arising from the purchase of the manufactured home.

If the tentative ruling is uncontested, it shall become the order of the Court. Thereafter, counsel for the prevailing party shall prepare a written order repeating verbatim the tentative ruling for the Court's signature, pursuant to California Rules of Court, rule 3.1312, and shall provide written notice of the ruling to all parties who have appeared in the action, as required by law.

2:00 PM
LINE: 4

24-CIV-02728 **LISA ROSE VS. SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

LISA ROSE	**MARINA KATS FRAIGUN**
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT	**LISA Y. CHO**

PLIANTIFF'S MOTION TO BE RELIEVED AS COUNSEL

TENTATIVE RULING:

Parties are ordered to appear.

2:00 PM
LINE: 5

25-CIV-01944 **LIGIA PARMENTER VS. ANDREW G. WATTERS**

LIGIA PARMENTER	**PRO SE**
ANDREW G. WATTERS	**JERAMY STEPHEN STONE**

DEFENDANT'S SPECIAL MOTION TO STRIKE

TENTATIVE RULING:

This matter is continued to February 19, 2026, on the court's own motion.

2:00 PM
LINE: 6

25-CIV-04308 ARMEN H JALALIAN VS. JPMORGAN CHASE, N.A., ET AL

ARMEN H JALALIAN **PRO SE**
JPMORGAN CHASE, N.A.

MOTION FOR SUMMARY JUDGMENT

TENTATIVE RULING:

The unopposed motion is **DENIED WITHOUT PREJUDICE**. Plaintiff Armen Jalalian ("Plaintiff") has not provided proof of service for the motion for summary judgment. The record does not reflect that Plaintiff filed a proof of service demonstrating that Defendants were properly served with the motion. Proof of service of the moving papers must be filed no later than five court days before the hearing. (Cal. Rules of Court, rule 3.1300(c).) Plaintiff is cautioned to comply with this rule in the future.

In addition, there is no proof in the record that the summons and complaint have been properly served on Defendants.

If the tentative ruling is uncontested, it shall become the order of the Court.

2:00 PM
LINE: 7

25-CIV-06878 **FRANK KAUL VS. AFONSO INFANTE, ET AL**

FRANK KAUL	**PRO SE**
AFONSO INFANTE	**PRO SE**

DEMURRER OF DEFENDANT ALFONSO INFANTE TO VERIFIED COMPLAINT

TENTATIVE RULING:

This matter is continued until March 5, 2026, on the court's own motion.

2:00 PM
LINE: 8

25-CIV-06878 **FRANK KAUL VS. AFONSO INFANTE, ET AL**

FRANK KAUL	**PRO SE**
AFONSO INFANTE	**PRO SE**

DEMURRER OF DEFENDANT ANH TRUONG TO VERIFIED COMPLAINT

TENTATIVE RULING:

California Rule of Court, rule 3.1112, subdivision (d) limits the length of a memorandum of points and authorities in support of a demurrer to 15 pages. The rule limits a reply brief to 10 pages. Defendant's memorandum of points and authorities and reply brief exceed these limits. Consequently, this matter is continued until March 5, 2026. No later than February 23, 2026, defendant shall file a memorandum of points and authorities and reply brief that are in compliance with the page limit.

2:00 PM
LINE: 9

25-CIV-06878 FRANK KAUL VS. AFONSO INFANTE, ET AL

FRANK KAUL	**PRO SE**
AFONSO INFANTE	**PRO SE**

DEFENDANT AHN TRUONG'S MOTION TO QUASH SERVICE OFSUMMONS; FOR SANCTIONS; ANDF OR REFERRAL FOR CRIMINAL INVESTIGATION

TENTATIVE RULING:

For the reasons stated below, Defendant Anh Truong's "Motion to Quash Service of Summons," filed October 14, 2025, which also seeks monetary sanctions against Plaintiff and a "referral" of the process server to the District Attorney's Office, is **DENIED.** (Code Civ. Proc., § 418.10.)

Ms. Truong's moving and reply briefs both exceed the page limits. Defendant Truong's moving Memorandum of Points and Authorities consists of 22 pages of argument, in violation of California Rules of Court, rule 3.1113 ["Except in a summary judgment or summary adjudication motion, no opening or responding memorandum may exceed 15 pages."]. Despite Plaintiff having pointed out this rule violation in the opposition brief, Truong then filed a 15-page reply brief, again violating rule 3.1113 [10-page limit for reply briefs]. This amounts to 12 pages of additional, unauthorized argument.

The Court recognizes that Defendant Truong represents herself without counsel. Nonetheless, court rules apply to all parties. Going forward, the Court will expect strict compliance with the Rules of Court and may strike any noncompliant briefs.

Defendant Truong's January 27, 2026 "Objections to Plaintiff's and Process Server's Declarations" are **OVERRULED** in their entirety. These objections go to the weight, not the admissibility, of the evidence. As to Objection No. 9, there is no dispute that the Tesla belongs to Ms. Truong.

Background

On September 22, 2025, Plaintiff filed a Proof of Service along with a supporting declaration signed by a process server, Steven Nemec, under penalty of perjury, stating that on September 20, 2025, at 8:47 a.m., Mr. Nemec personally served Defendant Anh Truong with the Summons and Complaint at Ms. Truong's residence located at 4694 Lonestar Drive, Fairfield, California 94534. Defendant Truong's present motion to quash argues that she was not properly served. The Court disagrees, as discussed below.

Governing Law

A defendant is under no duty to respond to a defectively served summons. The statutory requirements of service, however, are construed to uphold jurisdiction rather than defeat it. (Pasadena Medi-Center Associates v. Superior Court (1973) 9 Cal.3d 773, 778.) As long as the defendant receives actual notice of the lawsuit, substantial compliance with the Code provisions governing service of summons will generally be held sufficient. (Ibid.) A complete failure to comply with statutory requirements, however, is insufficient to establish proper service. (Dill v. Berquist Construction Co. (1994) 24 Cal.App.4th 1426, 1439, fn. 12.)

The filing of a proof of service creates a rebuttable presumption of proper service. (Evid. Code, § 647; Yolo County Dept. of Child Support Services v. Myers (2016) 248 Cal.App.4th 42, 47, fn. 2.)

Mr. Nemec's Sworn Declarations

Plaintiff's September 22, 2025 Proof of Service, together with the process server's attached sworn declaration, creates a rebuttable presumption that the statements therein are true. The process server's declaration states in relevant part:

> On Saturday, September 20, 2025, at approximately 8:35a.m., I drove to the neighborhood of Defendant TRUONG's residence of 4694 Lonestar Drive in Fairfield, California. As I passed by the 2-story white with brown trim residence, I noticed a vehicle parked out front on the street with a car cover over it. Additionally, I saw a white Tesla sedan parked in the driveway on the left side (as you face the residence) 2 car driveway. The Tesla was facing out towards the street, and a charging cable was plugged into the, left rear-quarter-panel port.
>
> Defendant TRUONG's residence is second from the end of the street where Lonestar Drive ends into Lariat Drive. The residence is on the north side of the street and there is moveable basketball hoop with clear backboard-on the left side of the driveway, up against the house.
>
> I parked my vehicle on Lariat Drive at Lonestar Drive at the Southeast side of the intersection, facing-north. I had a clear, unobstructed view of the driveway, brown roll-up garage roof and front porch/door area.
>
> At approximately 8:45 a.m., I observed the brown roll-up garage door, and moments later I observed an Asian female whom I personally know to be Defendant ANH TRUONG emerge from the garage wearing a white t-shirt type top and medium/dark bottoms. I knew this individual to be TRUONG from previous interactions at the San Mateo County Courthouse at 400 County Center in Redwood City, CA.
>
> I immediately exited my vehicle with the Court papers for service and pushed the button to activate recording mode on my Bodycam. Defendant TRUONG was in the process of unplugging the charging cable from the white Tesla-sedan in her driveway. I was about halfway across the street at an angle walking southwest to northeast at the opposite corner of the Tesla sedan, when TRUONG looked up. Her eyes became wide in recognition of who I was, and she stared at me for a moment.
>
> As I continued to approach, the court papers out, she grabbed the vehicle's charging cable and backed away into her garage saying "no, no" in a firm voice. TRUONG activated the garage door motor and

began to close the door. I made it to the threshold of the garage door as it was halfway down, but still closing. I bent over, saw TRUONG and I said: "I have legal papers for you." as I tossed the Court papers over the threshold into the garage as the door closed.

Then I rang the Ring camera, doorbell and waited a moment. I know most Ring camera doorbells to have a record feature. I then announced to the Ring camera words to the effect of: "Anh, you don't have to come to the door, but you have been served with legal papers," therein also providing evidence under her control of my presence and purpose. At this moment I noticed my watch read 8:47a.m.

I then walked back to my vehicle and immediately notified Plaintiff Kaul of the service.

I hereby certify under penalty of perjury that the foregoing is true and correct. Executed this 20th day, of September 2025 at Stanford, County of Santa Clara, 2025.

On January 20, 2026, Mr. Nemec filed a second declaration essentially restating and affirming the foregoing facts. (Nemec Decl., Jan. 20, 2026.)

Analysis

The filed Proof of Service and the process server's sworn declarations establish a rebuttable presumption that Defendant Truong was properly personally served pursuant to Code of Civil Procedure section 415.10. The Court finds that Ms. Truong has not rebutted the presumption of proper service.

Personal service does not require that the process server physically hand the summons and complaint to the recipient. (Trujillo v. Trujillo (1945) 71 Cal.App.2d 257, 259 [papers placed on vehicle windshield where defendant refused to accept them]; Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2024) ¶ 4:187 ["As long as servers identify themselves and tell reluctant defendants that they are being served with process, and leave the papers as close as possible to the defendants, service is valid notwithstanding the defendant's refusal to accept"].) Otherwise, a defendant could easily evade service simply by refusing to accept legal papers.

Defendant Truong's two declarations (one filed with the moving papers and one with the reply) do not rebut the presumption of proper service. Truong's declarations confirm that the process server appeared at her home on September 20, 2025, that she was personally present at the time, and that she observed him for approximately 10 minutes. (Truong Reply Decl., ¶ 9.) Her declarations further confirm that Mr. Nemec accurately described the Tesla charging in her driveway. Although Ms. Truong disputes any verbal exchange with Mr. Nemec, she admits that he placed the Summons and Complaint under her garage door and that she found the papers there that same morning. (Truong Decl., ¶¶ 4–6, 8–9; Truong Reply Decl.)

Ms. Truong disputes several details in the process server's declaration, including descriptions of her clothing, her house color, and whether her Tesla is technically a "sedan." She also disputes that Nemec could have recognized her from prior courthouse interactions. However, Ms. Truong concedes that it was her residence, her Tesla, that both she and Nemec were present, and that Nemec left the summons and complaint under her garage door, which she promptly found.

Having carefully considered the evidence, the Court finds substantial compliance with Code of Civil Procedure section 415.10 and finds that Ms. Truong was personally served. Accordingly, the Motion to Quash is **DENIED**. (Pasadena Medi-Center Associates v. Superior Court, supra, 9 Cal.3d at p. 778 [service statutes are "liberally construed to effectuate service and uphold the jurisdiction of the court if actual notice has been received by the defendant"].) The Court finds it unnecessary to hold an evidentiary hearing.

Considering the foregoing, Defendant Truong's request for monetary sanctions is also **DENIED**, and the request to refer Plaintiff and/or the process server to the District Attorney's Office is **DENIED**.

If the tentative ruling is uncontested, it shall become the order of the Court. Thereafter, counsel for the prevailing party shall prepare a written order repeating verbatim the tentative ruling for the Court's signature, pursuant to California Rules of Court, rule 3.1312, and shall provide written notice of the ruling to all parties who have appeared in the action, as required by law.

Posted: 3:00 P.M.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

UNLAWFUL DETAINER Law and Motion Calendar
Honorable Mark A. McCannon
1050 Mission Road, South San Francisco, CA 94080
Department 2, Courtroom K
2/5/2026

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Meeting ID: 160 135 4419
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Zoom telephone dial-in: +1 (669)-254-5252

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2:00 PM
LINE: 10

25-UDL-00130 HILLSDALE PROPERTY SAN MATEO LP VS. ENEDINA MEZA-MARTINEZ, ET AL

HILLSDALE PROPERTY SAN MATEO LP **RYAN NG**
ENEDINA MEZA-MARTINEZ

PLAINTIFF'S MOTION FOR ENTRY OF JUDGMENT

TENTATIVE RULING:

For the reasons stated below, Plaintiff Hillside Property San Mateo LP's motion for entry of judgment against Defendants Enedina Meza-Martina, Mario Meza-Martinez, and Luis Camacho Cristena is **GRANTED** as to the $7,687.51 owed by Defendants pursuant to the Stipulated Settlement Agreement, and **DENIED** as to the remaining amounts requested for unpaid rent that allegedly accrued after execution of the Stipulated Settlement Agreement, which were not part of the settlement.

ANALYSIS

Code of Civil Procedure section 664.6, subdivision (a), provides a summary procedure to enforce a settlement agreement by entering judgment pursuant to the terms of the settlement. Upon stipulation of the settling parties, "the court may dismiss the case as to the settling parties without prejudice and retain jurisdiction over the parties to enforce the settlement until performance [is complete]." (Code Civ. Proc., § 664.6, subd. (a).)

In ruling on a motion under section 664.6, the court may receive oral testimony or may determine the motion upon declarations alone. (Corkland v. Boscoe (1984) 156 Cal.App.3d 989, 994.)

Here, the parties filed a Stipulated Settlement Agreement with the Court on October 13, 2025. Pursuant to Code of Civil Procedure section 664.6, the parties stipulated to a conditional settlement against Defendants for a principal amount of $10,529.51, plus attorneys' fees and court costs of $2,800.00, for a total of $13,329.51. (Patague Decl., Ex. A, Stipulated Settlement Agreement, ¶ 5.)

Under the agreement, Defendants were to pay $5,642.00 at the time of signing and $1,400.00 on the first of each month thereafter, beginning April 1, 2025, until the balance was paid. (Ibid.)

If Defendants complied with those terms in a timely manner, Plaintiff agreed to forgive Defendants' separate balance of $2,848.08 owed under prior ownership of the property. (Ibid.) That $2,848.08 was not included in

the total balance Defendants were required to pay. (Ibid. ["This $2,848.08 is not included in the amounts above."].)

In the event of default, Defendants agreed that Plaintiff could request forfeiture of the lease and that judgment would enter for Plaintiff for possession and "the balance of any sums owing under this stipulation, plus holdover damages, if any." (Id., ¶ 7.)

Plaintiff's declaration establishes that Defendants paid the initial $5,642.00 at the time of signing but have made no further payments under the Stipulated Settlement Agreement. (Patague Decl., ¶ 10.)

Plaintiff seeks entry of judgment in the total amount of $31,352.51, calculated as follows:

- $13,329.51 pursuant to paragraph 5 of the settlement; plus
- $27,900.00 in alleged unpaid rent from April through December 2025 ($3,100 per month for nine months); minus
- $9,877.00 paid by Defendants to date.

Plaintiff's moving papers comply with section 664.6. Defendants were served and did not file opposition.

The Court finds that Plaintiff has established a breach of the Stipulated Settlement Agreement, as Defendants paid only $5,642.00 of the $13,329.51 owed. This leaves a balance of **$7,687.51** due under the settlement.

However, Plaintiff also seeks an additional **$23,665.00** in alleged unpaid rent accruing after execution of the settlement. ($27,900.00 minus $4,235.00 allegedly paid.)

The Court finds that the Stipulated Settlement Agreement does **not** include any agreement authorizing entry of judgment for future unpaid rent.

The agreement states that monthly payments shall be applied first to current rent and then to settlement obligations. (Patague Decl., Ex. A, ¶ 6.) However, those rental payments arise from the lease, not from the settlement itself.

The agreement further provides that in the event of default, judgment shall enter for possession and "the balance of any sums owing under this stipulation, plus holdover damages, if any." (Id., ¶ 7.) Holdover damages refer to damages arising from a tenant's continued occupancy after lease termination and are distinct from ordinary unpaid rent.

The agreement expressly distinguishes between lease obligations and settlement obligations:

> "Beginning April 1, 2025, payment of rent will be due according to the lease agreement. Any monies paid in any given month will first be applied to the rent and then to any stipulation payment herein." (Patague Decl., Ex. A, ¶ 6.)

Moreover, even if post-settlement rent were theoretically recoverable under section 664.6, Plaintiff has not provided evidence of the operative lease establishing the claimed rent of $3,100 per month. This figure exceeds both the rent alleged in the complaint ($2,821 per month) and Plaintiff's previously filed Declaration

re Daily Rental Value. (See Declaration re Daily Rental Value, filed Jan. 23, 2025 [declaring daily rental value of $94.03, equivalent to approximately $2,821 per month].)

Accordingly, Plaintiff's motion is **GRANTED** as to the **$7,687.51** owed under the Stipulated Settlement Agreement and **DENIED** as to all additional amounts sought for post-settlement rent.

If the tentative ruling is uncontested, it shall become the order of the Court. Thereafter, counsel for the prevailing party shall prepare a written order repeating verbatim the tentative ruling for the Court's signature, pursuant to California Rules of Court, rule 3.1312, and shall provide written notice of the ruling to all parties who have appeared in the action, as required by law.

2:00 PM
LINE: 11

25-UDL-01667 WOODLAND PARK PROPERTY OWNER, LLC VS. JESUS MOLINA

WOODLAND PARK PROPERTY OWNER, LLC **STEVEN T. NAUMCHIK**
JESUS MOLINA

Notice of Motion re:
MOTION TO SET ASIDE AND VACATE DEFAULT JUDGMENT AND ENTER ANOTHER AND DIFFERENT JUDGMENT

TENTATIVE RULING:

Defendant Jesus Molina's Motion to Set Aside and Vacate the Default Judgment and to Enter Another and Different Judgment is **DENIED.** No proof of service of the motion and supporting documents has been filed. (See Cal. Rules of Court, rule 3.1300; Code Civ. Proc., § 1005.)

If the tentative ruling is uncontested, it shall become the order of the Court. Thereafter, counsel for the prevailing party shall prepare a written order repeating verbatim the tentative ruling for the Court's signature, pursuant to California Rules of Court, rule 3.1312, and shall provide written notice of the ruling to all parties who have appeared in the action, as required by law.