MOSELLE v SADEGI, et al

20CV44668

DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

This civil action stems from a dispute over a cannabis business between Plaintiff Parker Moselle ("Plaintiff") and Defendant James Sadegi ("James[1]"). On April 8, 2020, Plaintiff filed his Complaint against James Priscilla P. Agoncillo ("Agoncillo"), Sweet Corn Properties, LLC ("Sweet Corn", Barry Sadegi ("Barry") and Jeri Sadegi ("Jeri.") Plaintiff brings causes of action for 1) judicial supervision of the winding up of a partnership; 2) declaratory relief; 3) quiet title; 4) accounting and constructive trust; 5) specific performance and 6) partition of real property.

Now before the Court is a Motion for Summary Judgment filed by Defendants James, Agoncillo, Barry and Jeri.

I. Background

Given the plethora of disputed facts, and the somewhat confusing nature of the documents filed in this matter, the Court has crafted the essential alleged facts of this matter from various pleadings as best it can.

Plaintiff alleges that in or around 2012 he and James "entered an oral agreement to form a partnership to obtain real property in Calaveras County, California, to grow and market cannabis with desirable traits for marketing for medical purposes." ("Partnership[2]") (Complaint ¶ 8.) Plaintiff alleges that James' parents, Barry and Jeri, agreed to provide a loan to purchase real property for the purpose of growing marijuana, with the proceeds of the cannabis business used to repay the loan. (*Id*. ¶ 9.) Plaintiff alleges that in 2013, the parties found 47 acres of real property which they dubbed "Chefland." (*Id*. ¶ 10.) According to Plaintiff, James' parents purchased Chefland for $167,000 and titled it in the name of Sweet Corn Properties, LLC ("Sweet Corn") (*Id*. ¶ 11, citing Calaveras County Record of July 31, 2013, at 2013-10929.)

Plaintiff alleges that the Partnership took control of Chefland in 2013 and that Plaintiff sank over $250,000 into the property for improvements and work related to the cannabis business. (*Id*. ¶ 12.)

Plaintiff alleges that the Partnership took ownership of another property dubbed "Starlight" in 2014. (Complaint ¶ 13.) James took title to Starlight in his own name but

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[1] Given the common surnames of some of the parties, the Court uses first names. No disrespect is intended.

[2] The Court refers to the relationship as a "partnership" for ease of reference. The use of the term to describe the relationship is not to be construed as a judicial declaration that any sort of partnership existed.

Plaintiff alleges he made multiple payments to the Seller-Financer in excess of $148,000.00. (*Id*. ¶ 14.)

In 2015, both Chefland and Starlight burned in the Butte Fire and were uninsured. (Complaint ¶ 16.) Plaintiff alleges that he has applied no less than $1,153,981 of his own funds into the partnership, and partnership assets remain, but none are in the name of the partnership. (*Id.* ¶ 17.)

The parties agree that there was never a written partnership agreement. (PUMF 1, 2.) The parties dispute what the ultimate purpose of the Partnership was – whether to simply pay for the land (UMF 4) or to acquire raw land to develop into productive cannabis farms (PUMF 4.)

Apparently Plaintiff had at some point created a Guild Collective in order to facilitate access to medical cannabis to members/patients of other collectives. (PUMF 8.) Plaintiff would collaborate with other collectives to ensure that patients were legally prescribed cannabis in order to ensure compliance with all applicable laws. (*Ibid.*) Plaintiff would distribute medical cannabis to managers of other collectives but does not know what those managers did with that cannabis. (UMF 9.)

As part of this collective "sharing," Plaintiff distributed hundreds of pounds of cannabis to "Gonzales" on consignment. Gonzales would sell the cannabis and send money back to Plaintiff. (PUMF 13.) Apparently the money was paid in cash and was approximately $20,000 each time. (UMF 15.) Gonzales would also sell the cannabis to another organization called Eaze and the money would return to Plaintiff. (UMF 17.) Plaintiff also sold cannabis to someone called "Clemmons." (UMF 18.) The parties agree that money was exchanged but Plaintiff disputes that he made any profit because the Partnership operated at a loss. (PUMF 20.) Plaintiff apparently made similar sales of cannabis to other individuals and the parties dispute whether there were any profits. (PUMF 22-69.)

The parties dispute who actually owned Sweet Corn. Defendant Sadegi asserts it belonged to his parents and Plaintiff asserts it was held by the Partnership in Trust for use by the business. (UMF 71.)

II. Legal Standard

Summary judgment is proper when there are no triable issues of material fact, and the moving party is entitled to a judgment as a matter of law. (Code Civ. Proc., § 437c(c).)

As the moving parties, Defendants have the initial burden to show Plaintiff's claims have no merit by showing either (1) that one or more elements of each cause of action cannot be established or (2) there is a complete defense to the claims. (Code Civ. Proc., § 437c(p)(2); see also *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 849-850.) If Defendants meet that burden, then the burden shifts to Plaintiff to show that a triable issue of material fact exists as to the element or defense at issue. (*Ibid.*) In ruling on a

motion for summary judgment, the court must view the evidence in the light most favorable to the opposing party. (*Aguilar, supra,* 25 Cal.4th at p. 843.)

III. Discussion

Defendants' motion suffers from a lack of clarity as to whether Defendants seek summary judgment on all causes of action or whether they are pursuing summary adjudication on only some claims. Defendants do not address each cause of action brought by Plaintiff but rather focus their motion on their overall argument that there was no valid partnership agreement. Defendants make two arguments in support of this contention: 1) the Partnership was illegal and 2) any contract is barred by the Statute of Frauds.

A. Illegality of the Partnership

Defendants provide a lengthy recitation of California's cannabis laws and evolution from a medicinal cannabis state to a recreational one. Relevant to these proceedings, in 2012 when the Partnership formed, recreational marijuana was illegal. At that time, the only way to lawfully cultivate cannabis was either: 1) as a patient possessing a valid physician recommendation; 2) as the patient's designated primary caregiver; or 3) as a collective. (Former Health and Safety Code §11362.765; Ex. A to RJN.) It was not until 2018 when the state begin issuing recreational licenses that cannabis could be cultivated, sold, transported or manufactured for non-medicinal purposes for profit. (*See* Cal. Bus. & Prof. Code § 26050.)

Defendants argue that the Partnership began cultivating cannabis in 2014 and between 2014 and 2017 Plaintiff traveled throughout the state distributing cannabis to other collectives or dispensaries. Defendants agree that at least some of the proceeds realized from the distribution of cannabis by Plaintiff went to pay for real property alleged to be owned by the Partnership. (Mtn. p. 11.) However, Defendants argue that Plaintiff could not have qualified as a caregiver or a collective between 2014 and 2017 and never obtained a recreational license. According to Defendants, this renders the Partnership illegal and void.

Plaintiff counters that when he began his cannabis collective he did so upon the counsel and advice of cannabis attorneys so that he could ensure that process was legal. (Declaration of Parker Moselle ("Moselle Decl.") ¶ 7.) He avers that he formed

collectives to ensure the legality of this medical cannabis business. The first was called California Growers Guild from 2014-2015 and the second was Guild Enterprises from 2016-2018. (*Id.* ¶ 8.) Plaintiff avers that the Guilds were "providing agreements to cooperate with the other collectives with which we dealt to comply by sharing patient bases." (*Ibid*.) Plaintiff cites to *People v. London*, 228 Cal.App.4th 544 for the proposition that the medical cannabis laws clearly contemplated and authorized patients and caregivers to "pool their efforts and resources to cultivate marijuana for the qualified patient." (*Id.* at 554.) According to *London*, the law allowed collectives to facilitate and coordinate transactions between members so long as the collectives were not "profiting" from the transactions.

The parties hotly dispute whether Plaintiff or the Partnership profited from Plaintiff's sale/transfer of cannabis to other collectives or individuals. Accordingly, a genuine issue of material fact remains regarding whether the object of the Partnership was illegal conduct. Plaintiff presents evidence that the sales of cannabis from the Guilds did not produce a profit because he sank all the proceeds back into the cost of the real property or the business itself. (Moselle Decl. ¶4, 5.) There are also questions of fact about the "object" of the Partnership (whether it was to buy land or to buy land for the purpose of cultivating marijuana to be sold to others illegally.)

Even if the Court were to conclude that the Partnership was illegal, that is not the end of the inquiry. "The doctrine of illegality focuses on the object of the contract because it is grounded on considerations of public policy." (*McIntosh v. Mills* (2004) 121 Cal.App.4th 333, 346.) However, courts are also cognizant of the fact that the "need to void contracts in violation of the law must be tempered by the countervailing public interest in preventing a contracting party from using the doctrine to create an unfair windfall." (*Id.* at 347.) It is this second point that raises another issue of material fact and that is whether Defendants obtained a "windfall" through the allegedly illegal sales. Defendants admit that at least some of the proceeds were used to pay for real property alleged to be owned by the Partnership. (Mtn. p. 11.)

B. Statute of Frauds

The statute of frauds generally invalidates an oral contract where it cannot be completed within one year. (Civ. Code. § 1624(a)(1).) However, there are exceptions to this rule, such as where there is sufficient evidence that a contract has been made as established by electronic communication, including text. (*Id*. subd. (3).) Plaintiff has produced evidence of multiple text messages appearing to be between himself, James and James' girlfriend/wife Agoncillo in which both James and Agoncillo seem to concede

the existence of a Partnership agreement. (*See* Moselle Decl. ¶13, Exhibit to Decl.) Plaintiff has therefore at the very least introduced a question of material fact as to whether there were written communications confirming the existence of the oral contract which would be an exception to the statute of frauds.

Another well-known exception to the statute of frauds is the doctrine of partial performance. (*Sutton v. Warner* (1993) 12 Cal.App.4th 415, 422.) Under partial performance, " 'the oral agreement for the transfer of an interest in real property is enforced when the buyer has taken possession of the property *and either* makes a full or partial payment of the purchase price, *or* makes valuable and substantial improvements on the property, in *reliance* on the oral agreement.'" (*Ibid.*, emphasis in original [citation omitted].) As set forth herein, the Plaintiff has alleged – and Defendant has agreed – that at least some of Plaintiff's money went towards the purchase of the real property used by the Partnership. Plaintiff further avers that he spent six years improving the real property, including "grading roads and pads, putting in wells, electricity, greenhouses, fencing, and the biggest expense was for soil amendments." (Moselle Decl. ¶ 4.) Accordingly, there are genuine issues of material fact regarding partial performance which would preclude the application of the statute of frauds.

III. Conclusion

Accordingly and for all the foregoing reasons, Defendants' motion for summary judgment is **DENIED**.

The clerk shall provide notice of this ruling to the parties forthwith. Plaintiff to prepare a formal Order in compliance with Rule of Court 3.1312 in conformity with this Ruling.

ARIZA v LAKESIDE VENTURES, LLC, et al

22CV46059

PLAINTIFF'S MOTION TO VACATE PRELIMINARY INJUNCTION AND ENTER NEW PROPERTY MANAGEMENT ORDER

This matter involves a dispute over the sale of a mobile home estate located at 1475 Railroad Flat Road, Mokelumne Hill, CA ("Mobile Home Estate.") The factual and procedural history of this lengthy dispute has been set forth in detail in multiple rulings. The following is relevant to the instant motion.

On January 19, 2024, the Court granted a motion for preliminary injunction filed by Defendants Scott Nordyke ("Nordyke") and Arthur Trillo ("Trillo") as against Helen Ariza ("Plaintiff.") Pursuant to that ruling, the Plaintiff was ordered to refrain from representing that she was an owner in the Mobile Home Park, had authority to collect rents, to evict tenants, to make alterations to the Park, to incur debts related to the Park, or to solicit tenants to file complaints against the Park.

On April 4, 2025, the Court denied Plaintiff's first motion to vacate the preliminary injunction, finding that Plaintiff provided no facts or law that would authorize the Court to vacate the injunction based on her allegations.

Now before the Court is Plaintiff's second motion to vacate the preliminary injunction.

Pursuant to Code of Civil Procedure section 533, a court may "modify or dissolve an injunction or temporary restraining order upon a showing that there has been a material change in the facts upon which the injunction or temporary restraining order was granted . . . or that the ends of justice would be served by the modification or dissolution of the injunction or temporary restraining order." (CCP § 533.)

Plaintiff arguably makes three contention that could qualify as "changed circumstances" for purposes of vacating the preliminary injunction. First, her contention that at the time the Court issued the preliminary injunction it was unaware that Nordyke and Trillo were not real estate agents. (Mtn p. 6.) Plaintiff cites to California Business & Professional Code Section 10131 which sets forth the definition of a "real estate broker." Plaintiff takes specific issue with the Code's provision that defines a real estate broker as one who collects rents. (*Id*., subd (b).) However, section 10131.01 specifically excludes the

manager of a trailer or auto park from the provisions of section 10131. Thus, this does not provide any grounds for vacating the preliminary injunction.

Plaintiff secondly argues that Nordyke is in violation of California Civil Code Section 890 which defines the practice of "rent skimming" as "using revenue received from the rental of a parcel of residential real property at any time during the first year period after acquiring that property without first applying the revenue or an equivalent amount to the payments due on all mortgages and deeds of trust encumbering that property." (Cal. Civil Code 890(a)(1).) While Plaintiff alleges that Nordyke is improperly placing rental funds into a personal bank account, she fails to provide a scintilla of evidence as to this fact, nor any legal argument as to how this constitutes rent skimming. Accordingly, Plaintiff's reliance on this code provision does not provide grounds for vacating the preliminary injunction.

Finally, Plaintiff cites SB 1037 for the proposition that this law (passed in January of 2025) allows for increased civil penalties for housing code violations. However, this Code provision allows for such penalties *against local governments* for violating housing regulations. It has nothing to do with the operation of a private mobile home park.

To the extent that Plaintiff is arguing that the "ends of justice" require vacating the preliminary injunction, Plaintiff fails to provide legal or factual support for this argument. Plaintiff continues to allege various issues with the safety or cleanliness of the mobile home park but does not overcome the Court's previous finding that her allegations are largely unsupported and did not (and do not) overcome the Defendants' evidence showing the harm they will suffer if the injunction was not granted (and maintained).

Accordingly, Plaintiff's motion to vacate the preliminary injunction currently in place is **DENIED**.

The clerk shall provide notice of this ruling to the parties forthwith. No further formal Order in compliance with Rule of Court 3.1312 in conformity with this Ruling is required.

LUJAN, et al v SANDHU, et al

23CV47054

MOTION TO BE RELIEVED AS COUNSEL FOR PLAINTIFF ALFONSO LUJAN

Attorney Brian Davalos moves to be relieved as counsel of record for plaintiff Alfonso Lujan. Counsel's declaration meets the statutory requirements.

Accordingly, Counsel's motion to be relieved is **GRANTED**.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted Order.

Additionally, in the interests of justice, **the Mandatory Settlement Conference is continued from December 1, 2025 to February 23, 2026, at 8:30 a.m. in Dept. 2**.

BLAKE, et al v SAN ANDREAS SNF OPERATIONS, LLC

24CV47533

PLAINTIFF'S MOTION TO COMPEL FURTHER DOCUMENT PRODUCTION

This civil action involves claims for elder abuse, neglect, and wrongful death brought by Linda Cooper, Barry Blake, Arthur Blake, Virginia Blake (as successor in interest to Glenn Blake), as individuals and as successors in interest to their mother, Decedent Thelma Blake ("Decedent") (collectively, "Plaintiffs") against multiple Defendants.

Before the Court is Plaintiffs' motion to compel further responses to Requests for Production of Documents, Set One ("RPD") and for sanctions.

I. Factual and Procedural Background

A. Background Facts

At all relevant times, the Decedent was a 96-year-old woman who qualified as an "elder" under Welfare and Institutions Code section 15610.27. (Complaint ¶ 10.) Defendant San Andreas SNF Operations LLC dba Golden San Andreas Care Center ("Care Center") was in the business of providing continuous skilled nursing care as a twenty four hour facility as defined in 72103 of Title 22 of the California Code of Regulations and California Health and Safety Code section 1250(c). (*Id*. ¶ 15.) On May 11, 2023, Decedent was admitted to Care Center for daily custodial care. (Declaration of Paige Farris ("Farris Decl.") ¶ 2.) It is alleged that while Decedent was a resident of the Care Center, she was neglected and that Care Center failed to monitor, diagnose and/or treat a urinary tract infection ("UTI") which eventually contributed to Decedent's death. (*Id*. ¶ 28.)

Plaintiffs allege that at all relevant times, Care Center was collectively owned by a myriad of businesses, all of which are named as Defendants herein, including CaFive Operations Holdings, LLC; CH CaFive Holdings LLC, IY Evergreen CA Holdings, LLC (collectively "Evergreen Defendants"); Avalon Care Center – San Andreas, LLC; Avalon Care LLC; Avalon Health Care, Inc.; Avalon Holding, Inc; and Avalon Health Care Management, Inc (collectively "Avalon Defendants.") Plaintiffs allege that the Evergreen

Defendants and Avalon Defendants were “joint venturers in the enterprise of owning, operating, and managing” the Care Center. (Complaint ¶ 19.) Plaintiff alleges that the Evergreen Defendants and Avalon Defendants “owned, operated, and managed multiple skilled nursing facilities in California and are the alter egos of each other and/or a single enterprise.” (*Id*. ¶ 21.) Plaintiffs allege that all these entities and their subsidiaries had the same corporate office and management team and used the same management company to operate each separate care facility. (*Ibid.*) Plaintiffs further allege that the various Defendants utilized management practices, funding schemes, financial diversions and other tactics to understaff Care Center to the detriment of the patients.

B. Discovery and Responses

On September 19, 2024, Plaintiffs served the RPDs and Defendant responded on November 12, 2024. (Farris Decl. ¶ 5, Ex. A.) To several of the requests, Defendants objected on the grounds that production could reveal the Defendants’ “profits and financial condition without leave of Court in violation of California Civil Code section 3295(c).” (*Ibid*.) On January 20, 2025, Plaintiffs’ counsel drafted a meet and confer letter setting forth the perceived deficiencies in Defendant’s responses. In particular, Plaintiffs explained that Civil Code § 3295 does not prevent the discovery of financial information sought for the purpose of proving liability. (Farris Decl. ¶ 6.)

After further efforts, Defendants produced supplemental responses on February 26, 2025, and May 9, 2025. (Farris Decl. ¶¶ 7-9, Ex. B.) In June and July 2025, counsel for both parties continued to engage in meet and confer efforts but could not come to a resolution. (*Id*. ¶ 10.) The instant motion to compel followed.

II. Legal Standard

Motions to compel further responses to RPDs must set forth specific facts showing good cause justifying the discovery sought by the request. (CCP § 2031.310(b).) To establish good cause, a discovery proponent must identify a disputed fact that is of consequence in the action and explain how the discovery sought will tend to prove or disprove that fact or lead to other evidence that will tend to prove or disprove the fact. (*Digital Music News LLC v. Superior Court* (2014) 226 Cal.App.4th 216, 224, disapproved on other grounds by *Williams v. Superior Court* (2017) 3 Cal.5th 531; *see also Kirkland v. Superior Court* (2002) 95 Cal.App.4th 92, 98 [characterizing good cause as “a fact-

specific showing of relevance"].) If good cause is shown by the moving party, the burden shifts to the responding party to justify any objections made to disclosure of the documents. (*Kirkland, supra*, 95 Cal.App.4th at 98.)

III. Analysis

Plaintiff seeks further response to Request Nos. 9, 10, 52-60, 64-67, 70, 71, and 72. Each of these requests seeks documentation related to the corporate structure and management of the Care Center and/or its ownership and management agreements with other entities. These requests also seek information related to the ownership of the Care Center at the time of Decedent's residency and information about regulatory compliance.

To each of these requests, Defendant objected on substantially similar grounds including relevance, overbreadth, privacy rights and violation of Civil Code 3295. Upon reviewing the documents and meet and confer correspondence, it appears that the primary issue Defendants have with the document requests are that they implicate Defendants' confidential privacy rights and/or Civil Code section 3295. This code provision which is related to exemplary damages provides:

> The court may, for good cause, grant any defendant a protective order requiring the plaintiff to produce evidence of a prima facie case of liability for damages pursuant to Section 3294, prior to the introduction of evidence of:
>
> (1) The profits the defendant has gained by virtue of the wrongful course of conduct of the nature and type shown by the evidence.
>
> (2) The financial condition of the defendant.

Corporate entities "have a lesser right to privacy than human beings and not entitled to claim a right to privacy in terms of a fundamental right. (*Roberts v. Gulf Oil Corp.* (1983) 147 Cal.App.3d 770, 796.) However, "they retain privacy rights with respect to financial information not reasonable related to the purpose for which it is sought." (*Sandoval v. Post-Acut,* 2021 Cal.Super LEXIS 88846, *7-8 [citing *Ameri-Medical Corp.*, *supra*, 42 Cal.App.4th at 1288.)

Plaintiffs allege that Defendants, in an effort to maximize profits, "excessively and dangerously underfunded the facility such that neither nursing staff in adequate numbers nor adequate training of such staff could be provided to protect the residents of [Care Center] from foreseeable harm. (Complaint ¶ 22; also ¶ 24 (funds were diverted

from Care Center to other entities) They further allege Defendants "operate under an intercompany loan agreement in which funds from this facility are used to fund the facilities or businesses instead of going toward resident care and staffing." (*Ibid*.) Plaintiffs allege that Defendants diverted funds between each other to "fraudulently make it appear as if the skilled nursing facilities were 'insolvent' to their tort victims." (*Id*. ¶ 26.) Throughout the Complaint, Plaintiffs repeatedly allege that the Defendants used their various alter egos to hide or minimize assets for use by patients while diverting and maximizing their profits. Thus, knowledge of the corporate structures, relationships between the entities, profits and expenditures, and other financial information sought in the RPDs goes directly to the heart of Plaintiffs' claims. Plaintiffs' requests are not overbroad in that they are limited to the preceding five years or during the time period when Decedent was a resident of Care Center. (See *Blank v. Coffin*, 20 Cal.2d 457, 463 (1942) ("Evidence of the existence of a particular condition, relationship, or status… before and after an act in question is admissible to indicate the same status, condition, or relationship at the time of the act.").)

Section 3295 is "inapplicable where the information goes to the heart of Plaintiffs' claims, for example the claims alleging under-staffing." (*Sandoval*, supra citing *Rawnsley v. Superior Court* (1986) 183 Cal.App.3d 86, 91.) Here, Plaintiffs are seeking this information as a central part of their allegations that Defendants engaged in Elder Abuse and neglect by funneling funds away from patients and towards themselves for profits. They are not illegitimately seeking financial information so that they can ascertain the amount of potential exemplary damages they may obtain.

It is Defendant's burden to justify its objections. (*Fairmont Ins. Co. v. Superior Court* (2000) 22 Cal.4th 245, 255.) It has not done so. Nor has Defendant sought a protective order to protect any potentially privileged information.

Accordingly, Plaintiffs' Motion to Compel further responses is **GRANTED**. Defendants are ordered to provide further response within 20 (twenty) days, without objection, save those objections related to attorney-client privilege or work product (for which an appropriate privilege log must be provided).

IV. Sanctions

Plaintiff seeks sanctions in the amount of $2,480.00 for five hours of work on the instant motion and $60 for the related filing fee. The Court shall impose monetary sanctions against any party who unsuccessfully opposes a motion to compel unless said party acted with substantial justification or if sanctions would be unjust. (CCP §§ 2031.320(b); 2030.300(d).)

Here, while Defendants may have had a reasonable belief that some of the discovery requests were protected by privacy rights, they were unreasonable in asserting that Plaintiff was not entitled to any information about the relationship between the corporate entities given both the allegations in the Complaint and case law. Accordingly, the Court grants to Plaintiffs **sanctions in the amount of $1,060.00**.

(The Court believes that the instant dispute is potentially part of a continuum in this elder abuse action. To that end, if this is correct, the Court encourages the parties to strongly consider stipulating to the appointment of a discovery referee and presenting such stipulation to the Court. In the event that the parties do not stipulate to the appointment of a discovery referee, the Court may consider appointing a referee on its own motion pursuant to Code of Civil Procedure section 639(a)(5) to address future discovery disputes in this matter.)

The clerk shall provide notice of this ruling to the parties forthwith. Plaintiffs to submit a formal Order in compliance with Rule of Court 3.1312 in conformity with this Ruling.

SUN v HEWITT

25CV47796

PLAINTIFF'S MOTION FOR COURT JUDGMENT AGAINST PERSONS UNKNOWN

Plaintiff Jerry L. Sun (Plaintiff) brings this action to quiet title to real property commonly known as APN 014-006-017 ("Parcel One") so that clear title can be vested in Plaintiff's name. Now before the Court is Plaintiff's Motion for Judgment Against All Persons Unknown.

The motion is unopposed.

I. Factual Background

Plaintiff is the owner of Parcel One. (Declaration of Jerry L. Sun ("Sun Decl.") ¶ 4), one of four parcels that were granted to Plaintiff in 2022 (collectively "Properties.") (*Id.* ¶ 5.) The Properties are unimproved real properties located off Highway 26 in Calaveras County. (*Ibid*.) Plaintiff purchased the Properties by way of Grant Deed recorded in the Official Records of Calaveras County on May 13, 2022, as Document No. 2022-006556 (the "Sun Grant Deed") (*Id*. ¶ 6, Ex. F.) The grantor was Campstool II, a California limited partnership ("Campstool II.") (*Id*. ¶ 7.)

In February 2023, Plaintiff received a letter from the Calaveras County Assessor's Office advising that it was unable to transfer title for two parcels in the Properties due to title discrepancies. (Sun Decl. ¶ 8, Ex. G.) The Assessor's Office believed that title to one of the parcels (APN 014-006-021) was currently held in the names of Timothy J. Lane, Erin Anne Lane and Scott C. Lane. (*Ibid*.) That error was corrected and Plaintiff now has clear title to APN 014-006-021. (*Ibid.*) The Assessor's Office further advised that it was unable to transfer title for Parcel One because it believed that Campstool II only held a 50% interest in that property, as opposed to a 100% interest, and that Louis C. Pagliaro and Gladys M. Pagliaro owned the other 50% interest in Parcel One. (*Ibid*.)

On February 21, 2025, Plaintiff agreed to a Stipulated Judgment with Alouise Marie Hewitt, Gladys Anita Tosh, and Alexander H.L. Pagliaro (the "Named Defendants") in this matter. (Sun Decl. ¶ 11; Ex. E.) These are the three children of Louis and Gladys Pagliaro. (Mtn. p. 4.)

As a result the only Defendants remaining are the "Unknown Defendants." (*Ibid*.)

II. Legal Standard and Discussion

In an action to quiet title to real property, Code Civ. Proc. section 762.060 expressly authorizes the plaintiff to "name as defendant 'all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the complaint adverse to plaintiff's title, or any cloud upon plaintiff's title thereto,' naming them in that manner." (CCP § 762.060(a).) Under California law therefore enables a plaintiff to obtain a "judgment in the action [that] is binding and conclusive on … [a]ll persons known and unknown who were parties to the action and who have any claim to the property, whether present or future, vested or contingent, legal or equitable, several or undivided." (CCP § 764.030(a).)

"A person named and served as an unknown defendant has the same rights as are provided by law in cases of all other defendants named and served, and the action shall proceed against unknown defendants in the same manner as against other defendants named and served, and with the same effect." (CCP §762.070.) When service by publication is made, any judgment against an unknown defendant who fails to appear is conclusive as to that property only. (CCP § 763.030(b).) Further, "whenever the Court orders service by publication, the court before hearing the case shall require proof that the summons has been served, posted, published as required, and that the notice of pendency of action has been filed." (CCP § 763.040.)

According to Plaintiff's counsel none of the Unknown Defendants are in open and actual possession of the Properties. (Declaration of Dominic V. Signorotti ("Signorotti Decl.") ¶ 10.) Plaintiff used reasonable diligence to ascertain the identity and residence of the Unknown Defendants, including analyzing documents reflecting title companies' investigations of all potential owners of any interest in the Properties. (*Ibid*.) These efforts were unsuccessful. (*Ibid*.)

On February 27, 2025, this Court granted Plaintiff's Ex Parte Application for Order for Service by Publication of Summons and Complaint against the Unknown Defendants. Mr. Signorotti avers that the Unknown Defendants were all served with the Summons and Complaint via publication on April 4, 11, 18, and 25, of 2025, in the Ledger Dispatch

in the county of Calaveras. (Id. ¶ 11.) Plaintiff filed Proof of Service on May 6, 2025 and there has been no response from the Unknown Defendants. (*Ibid*.)

A stipulation of entry of judgment between Plaintiff and Named Defendants was filed on July 8, 2025.

The Court finds that the Unknown Defendants were properly served by publication and failed to respond to the Complaint or to the instant motion.

Accordingly, Plaintiff's motion is **GRANTED**.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted Order.