

**ENDORSED  
FILED**

**JUL 18 2016**

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SONOMA**

1 Ronald and Victoria Hogan in Pro Per  
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3 Windsor, CA 95492  
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L&M TENTATIVE RULINGS are  
available after 2:00 p.m. on the court  
day prior to the scheduled hearing:  
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6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
7 **COUNTY OF SONOMA**

8 **RONALD AND VICTORIA HOGAN**

**Case No.: SCV-230846**

9 Plaintiffs

**NOTICE OF MOTION AND MOTION TO  
RECOVER FEES AND FOR SANCTIONS  
UNDER CIVIL CODE § 1692 AND CODE  
OF CIVIL PROCEDURE § 128.5**

10 v.

11 **DEANGELIS CONSTRUCTION, INC., a**  
12 **California corporation, MARVIN**  
13 **DEANGELIS, individually, SIGNATURE**  
14 **PROPERTIES, INC., a California**  
15 **Corporation, CLAYTON ENGSTROM,**  
16 **JR., individually, MARY C. ENGSTROM,**  
17 **individually, GARY POPE, individually**  
18 **and DOES 1 through 100, inclusive,**

DATE: **NOV - 9 2016**  
TIME:  
DEPT: 17 Hon. Gary Nadler

19 Defendants

20 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

21 PLEASE TAKE NOTICE that RONALD AND VICTORIA HOGAN ("Hogans") will and  
22 hereby do move the Court indicated in the caption above, located at 3035 Cleveland Avenue,  
23 Santa Rosa, on NOV - 9 2016 at 3:00 PM or as soon as the matter may be heard in  
24 Department 17 of this Court for an order recovering attorney fees and sanctions from defendants  
25 and debtors Clayton Engstrom, Jr. and Mary Engstrom ("Engstroms") both doing business as  
26 Signature Properties and their legal counsel Edward McCutchan. The motion will be made on  
27 the grounds that fees were part and parcel of the quasi contract for the rescission remedy deemed  
28 by Civil Code § 1691 which was confirmed by the trial court and affirmed by the First District  
Court of Appeal and recoverable under CC § 1692 which requires complete relief. The Hogan  
offer of rescission contained a fee provision and this Court denied the Engstroms motion to strike  
fees from the prayer in 2005. The fee provision contained in the offer of rescission remedy