SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 16 / 34
JUDICIAL OFFICER: BENJAMIN REYES / LEONARD E MARQUEZ
HEARING DATE: 01/29/2025

INSTRUCTIONS FOR CONTESTING TENTATIVE RULING IN DEPARTMENT 16/34

The tentative ruling will become the ruling of the Court unless by 4:00PM of the Court day preceding the hearing, notice is given of an intent to argue the matter. Counsel or self-represented parties must email Department 34(Dept34@contracosta.courts.ca.gov) to request argument and must specify, in detail, what provision(s) of the tentative ruling they intend to argue and why. Counsel or self-represented parties requesting argument must advise all other counsel and self-represented parties by no later than 4:00PM of their decision to argue, and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (Pursuant to Local Rule 3.43(2).)

ALL APPEARANCES TO ARGUE WILL BE IN PERSON OR BY ZOOM, PROVIDED THAT PROPER NOTIFICATION IS RECEIVED BY THE DEPARTMENT AS PER ABOVE.
Zoom link-
https://www.zoomgov.com/j/1619504895?pwd=N0V1N3JFRnJ0TEVoSDNrTGRzakF3UT09

ID: 161 950 4895
Password: 812674

Courtroom Clerk's Session

1. 8:31 AM CASE NUMBER: L24-04564
CASE NAME: SCOTT FUGERE VS. THE COUNTY OF CONTRA COSTA
***FURTHER CASE MANAGEMENT CONFERENCE SET IN DEPT. 16 DUE TO DEMURRER ON CALENDAR - NOT D34 YET.**
FILED BY:
****TENTATIVE RULING:****

PARTIES TO APPEAR

2. 9:00 AM CASE NUMBER: C24-01712
CASE NAME: PATRICK MCQUILLER VS. HYDRAULIC CONTROLS, INC.
***CASE MANAGEMENT CONFERENCE**
FILED BY:
****TENTATIVE RULING:****

PARTIES TO APPEAR

Law & Motion

3. 9:00 AM CASE NUMBER: C23-01583
CASE NAME: S A VS. EARTH SEEDS LLC
***HEARING ON MOTION FOR DISCOVERY TO COMPEL AN I.M.E. OF PLAINTIFF, S.A.**
FILED BY: EARTH SEEDS LLC
****TENTATIVE RULING:****

Hearing vacated.

4. 9:00 AM CASE NUMBER: C23-02906
CASE NAME: KATELYN SCHAEFER VS. BRYAN DOVE
***HEARING ON MOTION IN RE: TO STRIKE PUNITIVE DAMAGES AND CERTAIN OTHER ALLEGATIONS**
FILED BY: BOAZ, ROGER
****TENTATIVE RULING:****

Before the Court are a demurrer and motion to strike filed by cross-defendant, Roger Boaz, to the cross-complaint filed by Bryan Dove. The demurrer is **sustained** for its failure to state facts sufficient to state a cause of action, as discussed below. Leave to amend is GRANTED. The motion to strike is **denied as moot**.

Any amended cross-complaint must be filed and served on or before February 10, 2025.

Background

Plaintiff, Katelyn Schaefer (a minor at the time), filed this case on November 14, 2023 through her guardian ad litem. Schaefer's complaint alleges causes of action against defendants Bryan Dove and David Dove, for negligence, premises liability, and furnishing alcohol to minors. The complaint describes a party on May 26, 2023 in which Katelyn Schaefer consumed alcohol provided by the defendants, fell, and suffered injuries. On March 18, 2024, Bryan Dove cross-complained against Roger Boaz for indemnity, contribution, and declaratory relief. While other interim events have occurred since the filing of the cross-complaint, including entry of Boaz's default and the setting aside of that default, on November 6, 2024, Boaz filed the present demurrer and motion to strike in response to the March 18th cross-complaint. Simultaneously, he filed a general denial. (These three documents and the supporting documents were not separately filed PDFs and, accordingly, the docket does not reflect two motions and an answer. Cross-defendant Boaz shall endeavor to comply with the Rules of Court in the future with respect to filing. See California Rules of Court, Rule 3.1112.)

Demurrer

The demurrer appears to be based on five grounds, as to each and every cause of action in the cross-complaint: (1) plaintiff's lack of legal capacity and/or standing, (2) a misjoinder of parties, (3) failure to state facts sufficient to constitute a cause of action, (4) the cross-complaint is ambiguous, unintelligible and uncertain, and (5) lack of personal jurisdiction. With respect to the first, second, fourth, and fifth bases, the demurrer lacks merit. With respect to the third basis, failure to state facts sufficient to state a cause of action, the Court sustains the demurrer.

The rules by which the sufficiency of a complaint is tested against a general demurrer are well-settled. We not only treat the demurrer as admitting all material facts properly pleaded, but also "give the complaint a reasonable interpretation, reading it as a whole and its parts in their context. (*Quelimane Co. v. Stewart Title Guaranty Co*. (1998) 19 Cal.4th 26, 38.) If the complaint states a cause of action under any theory, regardless of the title under which the factual basis for relief is stated, that aspect of the complaint is good against a demurrer. We are not limited to plaintiffs' theory of recovery in testing the sufficiency of their complaint against a demurrer, but instead must determine if the factual allegations of the complaint are adequate to state a cause of action under any legal theory. (*Ibid*., citations omitted.)

In order to plead a cause of action, the complaint (or, as in this case, the cross-complaint) must contain a "statement of the facts constituting the cause of action, in ordinary and concise language." (Code Civ. Proc., § 425.10, subd. (a)(1).) While the distinction between conclusions of law and ultimate facts is not always clear, pleading conclusions of law does not fulfill this requirement. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6, citations omitted.)

Boaz demurs on the basis that no facts are pleaded against him. He is correct. The cross-complaint is limited to legal conclusions. It is only by way of the arguments asserted in the opposition that the Court is aware of the theory of liability. (See Opposition, 2:7-10 [Identifying Boaz as the boyfriend of Amanda Dove and noting "Video surveillance from the date of the incident shows a keg of beer being delivered to the party in a truck owned by Cross-Defendant Boaz."].)

The opposition argues that the demurrer should be overruled because Boaz failed to sufficiently meet and confer, but overruling or sustaining a demurrer on that basis is not permitted. (Code Civ. Proc., § 430.41(a)(4).)

Dove also opposes the demurrer on the grounds that the cross-complaint is factually and legally sufficient, but he does not cite any provisions of the cross-complaint that state facts. The cross-complaint is required to specify the factual grounds on which it is based. It presently fails to do so.

Motion to Strike

In light of the above ruling on the demurrer, the motion to strike is denied as moot.

5. 9:00 AM CASE NUMBER: C24-00387
CASE NAME: NANCY YEE VS. SPECIALIZED LOAN SERVICING
HEARING ON DEMURRER TO: 2ND AMENDED COMPLAINT
FILED BY: SPECIALIZED LOAN SERVICING
TENTATIVE RULING:

Before the Court is Defendant Specialized Loan Servicing, Defendant Toby Wells, and Defendant Wendy Brodsky (collectively, "Defendants")'s Demurrer to Plaintiff Nancy Nguyen Yee and Plaintiff Robert Frank Yee (collectively, "Plaintiffs")'s Second Amended Complaint ("SAC").

Defendants demur to Plaintiffs' SAC pursuant to CCP § 430.10(e) and (f) on several grounds.

For the following reasons, the Demurrer is **sustained**, with leave to amend.

Request for Judicial Notice

Defendants' unopposed Request for Judicial Notice is **granted**. (Evid. Code §§ 452, 453.) The Court notes that certified copies of recorded documents are self-authenticating. (Evid. Code §§ 1530, 1600; see also *Fontenot v. Wells Fargo Bank, N.A*. (2011) 198 Cal.App.4th 256, 264-65, disapproved on another point by *Yvanova v. New Century Mortgage Corp*. (2016) 62 Cal.4th 919.) With respect to judicial notice of the Plaintiffs' "Motion to Stay Mortgage Payments," the Court notes that "[a] court may take judicial notice of the existence of each document in a court file, but can only take judicial notice of the truth of facts asserted in documents such as orders, findings of fact and conclusions of law, and judgments." (*Day v. Sharp* (1975) 50 Cal.App.3d 904, 914, 918.)

Factual Allegations and Procedural Background

Plaintiffs obtained a mortgage on the property at 2246 Lake Crest Court, Martinez, CA 94553, in the amount of $640,000 on or about January 23, 2022. (SAC at ¶ 1.1, 3.1.) Defendant Specialized Loan Servicing was the loan servicer for the mortgage. (*Id*. at ¶ 3.2.) Plaintiffs' pleading is difficult to follow beyond these basic facts.

Plaintiffs allege Defendants violated "the laws governing Money and Finance and Restrictive Endorsements of U.S. Bearer Securities" when they routed funds directly to the escrow agent to be distributed to the property seller upon closing of the property sale, as opposed to sending a check to Plaintiffs first so that they might "provide [a] signature and as a restrictive endorsement followed by the words 'For Deposit Only.'" (SAC at ¶ 3.3.) Plaintiffs further allege they "communicated their intent to resolve any outstanding contractual disputes regarding the mortgage" by sending a "BONAFIDE Dispute Letter dated May 15, 2023." (*Id*., and ¶ 3.3, Ex. A.) Through this letter, Plaintiffs allege they "invoke[ed] the doctrine of accord and satisfaction with concerns of actual consideration given to the borrower." (*Id*.) The letter is also somewhat difficult to follow. (*Id*. at Ex. A.)

Plaintiffs allege that the "BONAFIDE Dispute Letter" permitted Plaintiffs to unilaterally modify the mortgage contract, which they contend was achieved when Defendants did not respond to the letter. (SAC at ¶ 5.1.) Plaintiffs subsequently sent 12 checks to Defendants between January 2023 and April 2023 marked "payment in full," and contend Defendants' action in cashing those checks constituted an acceptance of those funds as full accord and satisfaction for the remaining balance on the $640,000 mortgage loan. (*Id*. at ¶¶ 3.4, 3.5.)

Plaintiffs brought an action for Breach of Contract against Specialized Loan Servicing and its CEO Toby Wells and Treasurer Wendy Brodsky, February 23, 2024, in response to Defendants' attempts to seek further payments on the loan. Plaintiffs submitted an amended complaint on May 3, 2024. Defendants filed a Demurrer to the First Amended Complaint, which was unopposed and sustained with leave to amend on September 16. 2024. Plaintiffs filed a Motion to Stay Mortgage Payments on August 23, 2024, and subsequently filed a Second Amended Complaint September 30, 2024, with an added claim for Violation of Due Process. This Court denied Plaintiffs' Motion to Stay Mortgage Payments on October 9, 2024. This Demurrer followed.

Legal Standard

"The function of a demurrer is to test the sufficiency of the complaint as a matter of law." (*Holiday Matinee, Inc. v. Rambus, Inc*. (2004) 118 Cal.App.4th 1413, 1420.) A complaint "is sufficient if it alleges ultimate rather than evidentiary facts" (*Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 550 ("*Doe*")), but the plaintiff must set forth the essential facts of his or her case "with reasonable precision and with particularity sufficient to acquaint [the] defendant with the nature, source and extent" of the plaintiff's claim. (*Doheny Park Terrace Homeowners Assn., Inc. v. Truck Ins. Exchange* (2005) 132

Cal.App.4th 1076, 1099.) Legal conclusions are insufficient. (*Id*. at 1098–1099; *Doe* at 551, fn. 5.) The Court "assume[s] the truth of the allegations in the complaint, but do[es] not assume the truth of contentions, deductions, or conclusions of law." (*California Logistics, Inc. v. State of California* (2008) 161 Cal.App.4th 242, 247.)

Analysis

Uncertainty

As a threshold issue, Defendants demur to the SAC on the grounds that it is uncertain.

Uncertainty is a disfavored ground for demurring to a complaint. (See, e.g., *Khoury v. Maly's of California* (1993) 14 Cal.App.4th 612, 616; 1 Weil & Brown, Civil Procedure Before Trial (The Rutter Group 2011) § 7:84, p. 7-39.) A demurrer for uncertainty generally will be sustained only when the complaint is such that the defendant cannot even determine what it must respond to. (*Williams v. Beechnut Nutrition Corp*. (1986) 185 Cal.App.3d 135, 139.) Although the SAC is not a model of clarity, the Court declines to sustain the Demurrer on the grounds of uncertainty.

Indispensable Party

Defendants also demur to Plaintiffs' SAC on the grounds that Plaintiffs fail to name indispensable parties, specifically Servbank. They argue that the loan was purportedly sold to Servbank and "[a]ccordingly, its rights would be affected by a judgment declaring the loan as having been satisfied." (Dem. at 11:2-4.)

Code of Civil Procedure Section 389 requires that a person be joined as a party "if (1) in his absence complete relief cannot be accorded among those already parties or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest." (§ 389, subd. (a).) A person meeting these requirements is often referred to as a "necessary party." (*Bowles v. Superior Court* (1955) 44 Cal.2d 574, 583; *Quantification Settlement Agreement Cases* (2011) 201 Cal.App.4th 758, 848.)

To the extent that Plaintiffs are challenging their loan, it would appear that they have failed to join the holder of that loan, whether Servbank or another. Plaintiffs opposition does not clarify the issue as they focus instead on the fact that Defendant Specialized Loan Servicing services their loan. (Opp. at 3:26.) Their further argument that "[t]he temporary transfer to ServBank could not and did not affect the already-completed accord and satisfaction" does not resolve the matter either. (*Id.* at 4:3.) The argument implicitly concedes that Servbank currently holds the loan, but at the same time contends that the loan was extinguished by their "payment in full" checks. Plaintiffs' prayer for relief requests, among other things, "a declaration recognizing the payments made as valid accord and satisfaction of the debt." (SAC at 5:7.) The holder of the debt would appear to be a necessary party in order to effectuate complete relief, should Plaintiffs prevail.

Plaintiffs have failed to join a necessary party to their action.

Individual Defendants

Defendants also argue that "Plaintiffs make not one allegation specifically pertaining to the C-Suite executives named in this action." (Dem. at 11:9-10.) Defendants argue that "[t]heir liability, if any, stems from their own tortious conduct, not from their status as directors or officers of the enterprise." (*Id*. at 11:12-13 [citing *PMC, Inc. v. Kadisha* (2000) 78 Cal.App.4th 1368, 1379].)

In opposition, Plaintiffs argue (without citation to specific portions of the SAC) that "[t]he complaint adequately alleges the roles and responsibilities of the individual defendants within the corporate structure of Specialized Loan Servicing." (Opp. at 2:22-23.)

To the extent Plaintiffs' claims against the individual Defendants is based on their official capacities within Specialized Loan Servicing, "an officer acting in an official capacity cannot be held liable for breach of a corporate contract." (*August Entertainment, Inc. v. Philadelphia Indemnity Ins. Co.* (2007) 146 Cal.App.4th 565, 576.) (The Court also notes that Plaintiffs have failed to allege contractual privity between themselves and Defendant Specialized Loan Servicing, discussed further below.) Absent from the SAC are any specific allegations against Defendant Toby Wells and Wendy Brodsky other than their identification as CEO and Treasurer, respectively. (See SAC at 1:24.) This is insufficient.

Plaintiffs have failed to allege facts sufficient to state claims against Defendant Toby Wells and Defendant Wendy Brodsky.

Breach of Contract

The gravamen of Plaintiffs' breach of contract claim appears to be their allegation that they had a dispute regarding their mortgage, and that their mortgage obligation was extinguished by the acceptance of twelve checks to Defendants marked "payment in full." As best the Court is able to discern, the SAC alleges an accord agreement that Plaintiffs allege was breached by Defendants continued servicing of their mortgage loan.

Defendants demur to this cause of action on several grounds, including that there was no accord and satisfaction. (Demurrer § VII(A).)

An accord is an agreement to accept, in extinction of an obligation, something different from what the party is entitled to receive. (Civ. Code, §1521.) Satisfaction is the acceptance by the creditor of the consideration of an accord to extinguish the obligation. (Civ. Code, §1523.) In essence, an accord and satisfaction is a new agreement for the satisfaction of a preexisting agreement between the same parties. (*In re Marriage of Thompson* (1996) 41 Cal.App.4th 1049, 1058.)

"The elements of an accord and satisfaction are: (1) a bona fide dispute between the parties, (2) the debtor sends a certain sum on the express condition that acceptance of it will constitute full payment, and (3) the creditor so understands the transaction and accepts the sum. [Citations.] ¶ An accord and satisfaction may be implied. [Citation.] Whether a transaction constitutes an accord and satisfaction depends on the intention of the parties as determined from the surrounding circumstances, including the conduct and statements of the parties, and notations on the instrument itself. [Citation.]" (*In re Marriage of Thompson*, *supra*, at pp. 1058-1059 [internal citations omitted].)

Plaintiffs Second Amended Complaint alleges that "Defendants Specialized Loan Servicing was responsible for servicing the mortgage on behalf of the lender and acted as the primary contact for all mortgage-related issues affecting the Plaintiffs." (SAC at ¶ 3.2.) This precludes a conclusion that there was an accord and satisfaction between Plaintiffs and Defendants, as Defendants are not Plaintiffs' lender. Plaintiffs argue in opposition that Defendant's "authority to accept payments necessarily includes the authority to accept conditions attached to those payments," citing to *Kievlan v. Dahlberg Electronics, Inc*. (1978) 78 Cal.App.3d 951, 959. (Opp. at 3:17-18.) Plaintiffs' reliance on *Kievlan* is puzzling; the discussion on page 959 of *Kievlan* is directed towards attorney's fees and Code of Civil Procedure § 1021.5.

Here, the mere fact that Defendant Specialized Loan Servicing is the servicer of Plaintiffs' loan does not, without more, create contractual privity between Plaintiffs and Defendant. In the absence of

allegations of contractual privity, the Court cannot conclude that the SAC alleges an accord between Plaintiffs and Defendants, let alone satisfaction.

Plaintiffs have failed to allege facts sufficient to state a cause of action for breach of contract.

Due Process Violation

Defendants demur to Plaintiffs' cause of action for "due process violation" on the grounds that Defendants are not a government actor, and even assuming *arguendo* that Defendants could be sued for due process Plaintiffs' factual allegations do not state a cause of action for violation of due process. Plaintiffs do not respond to these arguments in opposition.

Failure to oppose the demurrer may be construed as having abandoned the claims. (See *Herzberg v. County of Plumas* (2005) 133 Cal.App.4th 1, 20 ["Plaintiffs did not oppose the County's demurrer to this portion of their seventh cause of action and have submitted no argument on the issue in their briefs on appeal. Accordingly, we deem plaintiffs to have abandoned the issue."]; see also *DuPont Merck Pharmaceutical Co. v. Sup. Ct*. (2000) 78 Cal.App.4th 562, 566 ["By failing to argue the contrary, plaintiffs concede this issue"]; *Glendale Redevelopment Agency v. Parks* (1993) 18 Cal.App.4th 1409, 1424 [issue is impliedly conceded by failing to address it].) Based on the foregoing, the Court construes Plaintiffs' failure to oppose the demurrer to this cause of action as abandonment of their claim for due process violation.

Plaintiffs have failed to allege facts sufficient to state a cause of action for due process violation.

6. 9:00 AM CASE NUMBER: C24-00866
CASE NAME: DEVLIN BRASWELL VS. ALLUVIUM, INC.
***HEARING ON MOTION IN RE: TO APPROVE SALE OF BUSINESS SUBJECT TO OVERBIDS**
FILED BY: SINGER, KEVIN
****TENTATIVE RULING:****

The court appointed receiver, Kevin Singer (the "Receiver") filed a Motion to Approve Sale of Business Subject to Overbids (the "Motion") on or about January 7, 2025. The Motion was initially set for hearing on April 30, 2025. Pursuant to an ex parte application brought by the Receiver and heard on January 17, 2025, the matter was advanced for hearing to January 29, 2025. The Court ordered the Receiver to serve the order and give notice of the hearing date to all parties. Notice of the order and hearing date was thereafter duly given.

Background

The Motion seeks an a court order approving and confirming the Receiver's proposed sale of certain assets (the "Purchased Assets") of Alluvium Inc. ("Alluvium") to South Cord Holdings LLC ("Buyer"), subject to overbids.

Analysis

The Motion is unopposed.

Disposition

The Court finds and orders as follows:

1. The Motion is GRANTED.
2. Moving party to submit a proposed form of order.

7. 9:00 AM CASE NUMBER: C24-01042
CASE NAME: LAVERTA GUY VS. MICHAEL MAJOR
HEARING ON DEMURRER TO: FIRST AMENDED COMPLAINT
FILED BY: MAJOR, MICHAEL
TENTATIVE RULING:

Defendant Michael Major [Defendant] brings this demurrer [Demurrer] to the First Amended Complaint [FAC] in its entirety, and specifically as to the First Cause of Action for Elder Financial Abuse, the Second Cause of Action for Fraud, the Fifth Cause of Action for Imposition of a Constructive Trust, and the Sixth Cause of Action for Quiet Title. The Demurrer is opposed by Plaintiff Laverta Guy [Plaintiff].

For the following reasons, **the Demurrer is overruled**.

Summary of Arguments

This case arises after certain amounts of money were given by Plaintiff to Defendant, her son, for purposes of purchasing a new home at 3557 Lovebird Way, Antioch, CA [the Property]. The circumstances and terms of such arrangement are subject to dispute, but the allegations are that the funds were not a gift but were given by Plaintiff to Defendant with the intent that Defendant would purchase the Property to be held in Defendant's name and that Plaintiff would make payments on the property and ultimately title would be transferred to Plaintiff. Defendant has now evicted Plaintiff from the Property and has rented it to others without compensation to Plaintiff. Based thereon, Plaintiff alleges elder financial abuse, fraud, constructive trust, and quiet title against Defendant.

Defendant, on Demurrer, contends that since Plaintiff, his mother, provided such funds to him under an invalid oral contract, and since she did not fully perform the agree-upon terms of such contract, she is not entitled to redress against Defendant. Essentially, Defendant, argues, on Demurrer, that he should be allowed to keep the property that was purchased and paid for with Plaintiff's funds without compensation to Plaintiff both because the oral contract was invalid and because Plaintiff did not fully perform the terms of their oral contract.

Legal Standard on Demurrer

The limited role of the demurrer is to test the legal sufficiency of the allegations in a complaint. (*Lewis v. Safeway, Inc.* (2015) 235 Cal.App.4th 385, 388.) It raises issues of law, not fact, regarding the form or content of the opposing party's pleading. (*Donabedian v. Mercury Ins. Co.* (2004) 116 Cal.App.4th 968, 994.) A demurrer can be used only to challenge defects that appear on the face of the pleading under attack or from matters outside the pleading that are judicially noticeable. (*Ibid*.)

For purposes of demurrer, all facts pleaded in a complaint are assumed to be true, but the court does not assume the truth of conclusions of law. (*Aubry v. Tri-City Hosp. Dist.* (1992) 2 Cal.4th 962, 967.) A demurrer should not be sustained without leave to amend if the complaint, liberally construed, can

state a cause of action under any theory or if there is a reasonable possibility the defect can be cured by amendment. (*Kong v. City of Hawaiian Gardens Redevelopment Agency* (2002) 108 Cal.App.4th 1028, 1038.)

Analysis

Defendant demurs to the FAC in its entirety on the basis that this matter arises from an invalid oral contract. Defendant's argument is not well taken. As Defendant and Plaintiff agree, this is not a claim for breach of contract. Instead, Plaintiff states claims for fraud, elder abuse, quiet title, and, essentially, common counts to impose a constructive trust on the Property. Under these theories, not breach of contract, Plaintiff seeks to recover amounts she paid to Defendant, her son, under alleged false pretenses and/or as a result of undue influence or advantage. This court finds that it is inherently contradictory for Defendant to claim, on the one hand, that the oral contract he had with his mother is invalid and then, on the other hand, to assert that his mother has no right to make any claim for the money she gave him under such pretenses, because the terms of such contract were not met.

The court turns to its analysis of the specific causes of action to which Defendant demurs:

1. First Cause of Action for Elder Financial Abuse

Under Welfare & Institutions Code § 15610.30, a person may be liable for financial elder abuse if he or she "takes, secretes, appropriates, obtains, or retains" property of an elder for a wrongful use or with the intent to defraud, or both. Plaintiff must also prove that Defendant's conduct was a substantial factor in causing Plaintiff's harm. (See also CACI 3100) "[T]he Legislature enacted the Act, including the provision prohibiting a taking by undue influence, to protect elderly individuals with limited or declining cognitive abilities from overreaching conduct that resulted in a deprivation of their property rights." (*Bounds v. Superior Court* (2014) 229 Cal.App.4th 468481.)

Plaintiff alleges that "On or about April of 2019, Defendant made verbal agreements and representations with/to Plaintiff for the purchase and acquisition of the Subject Property." (FAC, ¶ 6.) Plaintiff alleges that she and Defendant came to an understanding by which she would give him money for a downpayment and make all payments for maintenance of the Property and he would hold title that would be transferred to her at a later date. (FAC, ¶¶ 9-10.) Based thereon, Plaintiff gave certain monies to Defendant for purposes of purchasing and also making monthly payments on the Property. (FAC, ¶¶ 11-14.) Plaintiff alleges that the Property was purchased on April 19, 2019, and that, initially, Plaintiff and Defendant resided in the Property as they had done with their previous residence. (FAC, ¶¶ 11, 15-16.) Plaintiff alleges that she made all payments for the Property and that after Plaintiff and Defendant disagreed on who should live at the Property, Defendant moved out and entered into a lease with Plaintiff for her to continue to reside at the Property. (FAC, ¶¶ 16-22.) Defendant then took steps to evict Plaintiff and the others living at the Property. (FAC, ¶¶ 25-26) Plaintiff's allegations show that she was living in the property with Defendant upon purchase and at all times until she was evicted by Defendant in or about October 2022. Plaintiff alleges that Defendant has now rented the property to others. (FAC, ¶ 31.)

Plaintiff contends that Defendant refinanced the Property since initial purchase without advising Plaintiff of the terms of such refinance and that it appears Defendant received cash-out during refinancing. (FAC, ¶¶ 24, 27-30.) By way of this Demurrer, Defendant seeks to retain full ownership of

the Property without payment of compensation to Plaintiff on the premise that Plaintiff did not fully satisfy the mortgage obligation.

This court finds that Plaintiff has alleged that Defendant has obtained and retains the Property as well as the money for down payment and mortgage payments under false pretenses with the intent to retain the Property as his sole property without compensation to Plaintiff. As such, Plaintiff has alleged sufficient facts to state a claim for elder financial abuse.

For such reasons, the Demurrer is overruled as to the First Cause of Elder Financial Abuse.

2. Second Cause of Action for Fraud

"The elements of fraud that will give rise to a tort action for deceit are: (a) misrepresentation (false representation, concealment, or nondisclosure); (b) knowledge of falsity (or scienter); (c) intent to defraud, i.e., to induce reliance; (d) justifiable reliance; and (e) resulting damage." (*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 974, internal quotes and citation omitted.)

Plaintiff alleges that she and Defendant had entered into an agreement to purchase the Property and continue their living arrangement, including that Plaintiff's mother would live at the Property. As discussed above, Defendant made certain representations to Plaintiff to induce her to provide the funds for a downpayment and to pay the mortgage, and that he used undue influence to have Plaintiff enter into a lease agreement and then used the legal system to evict her from the property that she had been paying for. Moreover, the alleged facts demonstrate Plaintiff had a clear intent and understanding at the time she made such arrangement with Defendant and payments for the Property that she would continue to live at the Property with Defendant and her mother, just as they had done in their prior residence. If Defendant did not have this same understanding, as he appears to concede on Demurrer, then he concealed from her his intent to keep her from occupying the property. Plaintiff alleges that Defendant has now evicted her from the property, has rented the Property to others, and that she has suffered financial harm.

As such, Plaintiff has alleged the elements with sufficient detail to state a cause of action for fraud.

For such reasons, the Demurrer is overruled as to the Second Cause of Action for Fraud.

3. Fifth Cause of Action for Imposition of a Constructive Trust

The following must be shown for the court to impose a constructive trust: "(1) the existence of a res (property or some interest in property)' (2) the right of a complaining party to that res; and (3) some wrongful acquisition or detention of the res by another party who is not entitled to it." (*Communist Party v Valencia, Inc*. (1995) 35 Cal.App.4th 980, 990.)

"It is well settled that no contract is necessary to support an action for money had and received other than the implied contract which results by operation of law where one person receives the money of another which he has no right, conscientiously, to retain." (*Stratton v. Hanning* (1956) 139 Cal.App.2d 723, 727.) "Under such circumstances the law will imply a promise to return the money. The action is in the nature of an equitable one and is based on the fact that the defendant has money which, in equity and good conscience, he ought to pay to the plaintiffs." (*Ibid*.) "Such an action will lie where the money is paid under a void agreement, where it is obtained by fraud or where it was paid by a mistake of fact." (*Ibid*.)

Plaintiff alleged facts to support a cause of action arising in common counts, particularly that Defendant obtained from Plaintiff amounts for a down payment on the Property and mortgage payments from Plaintiff and has now evicted Plaintiff from the Property and rented the property to others. As discussed above, Plaintiff has alleged that Plaintiff made these payments to Defendant on false pretenses. Thus, Plaintiff has stated a basis for a claim for constructive trust against Defendant.

For such reasons, the Demurrer is overruled as to the Fifth Cause of Action for Imposition of a Constructive Trust.

4. Sixth Cause of Action for Quiet Title

"A quiet title action is a statutory action that seeks to declare the rights of the parties in realty. [Citation.]" (*Robin v. Crowell* (2020) 55 Cal.App.5th 727, 740; Code of Civ. Proc. § 760.020.) "The purpose of a quiet title action is to determine any adverse claim to the property that the defendant may assert, and to declare and define any interest held by the defendant, so that the plaintiff may have a decree finally adjudicating the extent of his own interest in the property in controversy." (*Ibid*., internal quotes and citations omitted.) "'A description of the parties' legal interests in real property is all that can be expected of a judgment in an action to quiet title.'" (*Ibid*., quoting *Lechuza Villas West v. California Coastal Com.* (1997) 60 Cal.App.4th 218.)

Plaintiff's claim for quiet title is pled as a remedy based on the assertion of actual ownership. (FAC, ¶70.). Plaintiff contends that she is the actual owner based upon the allegation that Defendant acted as her agent, pursuant to their alleged arrangement, and the fact that she made all payments for the mortgage and maintenance of the Property prior to being fraudulently evicted by Defendant. (FAC, ¶¶ 69-78.) Based thereon, Plaintiff has stated a claim for quiet title to the Property.

For such reasons, the Demurrer is overruled as to the Sixth Cause of Action for Quiet Title.

8. 9:00 AM CASE NUMBER: C24-01855
CASE NAME: MARION KULLBERG VS. TAYLOR KNIGHT
***HEARING ON MOTION IN RE: TO STRIKE PUNITIVE DAMAGES AS STATED IN PLAINTIFF'S COMPLAINT**
FILED BY: KNIGHT, TAYLOR, ET AL.
****TENTATIVE RULING:****

Defendants' Motion to Strike Punitive Damages, filed on November 1, 2024, is **granted**. Plaintiffs have 14 days from written notice of entry of this order by the defendants to file and serve an amended complaint.

I. Background

This is a personal injury action brought by Plaintiffs Marion Kullberg and Stella Elwin against Defendants Taylor Knight, Corbin Knight, Michele Knight and Thomas Knight (Defendants) arising out of an automobile accident on March 4, 2024 in Contra Costa County. Plaintiffs allege that Defendant Taylor Knight collided with their vehicle while engaged in a speed contest with Defendant Corbin Knight. Plaintiffs' form complaint asserts causes of action for motor vehicle negligence, general negligence and gross negligence against Defendants, and includes negligent entrustment allegations

against Michele Knight and Thomas Knight. Plaintiffs pray for compensatory damages and punitive damages against Taylor Knight and Corbin Knight.

Defendants now move to strike the request for punitive damages, averring that Plaintiffs have not alleged sufficient facts to show malice, oppression or fraud. Plaintiffs state in opposition that they could allege additional facts regarding Taylor Knight and Corbin Knight's driving behavior to support that the two were engaged in a speed contest at the time of the collision in this case.

On November 1, 2024, all defendants filed this motion to strike punitive damages represented by the McNamara firm. On December 10, 2024, the McNamara firm substituted out for Corbin Knight, who had a different auto insurance carrier than the others, and the Patton Law Group substituted in. The Patton Law Group then filed a separate motion to strike punitive damages allegations on behalf of Corbin Knight on December 30, 2024. That motion, presently calendared for April 16, 2025, is moot as the result of this ruling.

II. Legal Standards

The court may, upon a motion, or at any time in its discretion, and upon terms it deems proper, strike any irrelevant, false, or improper matter inserted in any pleading. (C.C.P., § 436, subd. (a); *Stafford v. Shultz* (1954) 42 Cal.2d 767, 782.) The court may also strike all or any part of any pleading not drawn or filed in conformity with California law, a court rule, or an order of the court. (CCP § 436, subd. (b).) An immaterial or irrelevant allegation is one that is not essential to the statement of a claim or defense; is neither pertinent to nor supported by an otherwise sufficient claim or defense; or a demand for judgment requesting relief not supported by the allegations of the complaint. (CCP § 431.10, subd. (b).)

"Before filing a motion to strike … the moving party shall meet and confer in person or by telephone with the party who filed the pleading that is subject to the motion to strike for the purpose of determining if an agreement can be reached that resolves the objections to be raised in the motion to strike." (CCP § 435.5, subd. (a).) If no agreement is reached, the moving party shall file and serve with the motion to strike a declaration stating either: (1) the means by which the parties met and conferred and that the parties did not reach an agreement, or (2) that the party who filed the pleading failed to respond to the meet and confer request or otherwise failed to meet and confer in good faith. (CCP § 435.5, subd. (a)(3).)

Counsel met and conferred and the parties could not reach an agreement. (See Newman Decl., ¶¶ 4-5 and Ex. B; See also, Kim Decl., ¶¶ 3-4 and Ex. 1.)

III. Discussion

Plaintiffs allege that they were traveling northbound on Blackhawk Road in Contra Costa County when "suddenly and without warning, their vehicle was hit head on by a Honda SUV driven by defendant Taylor Knight. Knight was traveling in the southbound direction but in the northbound lane of traffic at an extremely high rate of speed." (Compl. ¶ 6, GN-1.) Plaintiffs "*believe and thereon allege* that defendants Taylor Knight and Corbin Knight were engaged in a road race at the time of the subject crash." (*Ibid*.) Plaintiffs allege as follows in an exemplary damages attachment to the complaint:

1. Plaintiffs are *informed and believe*, and on the basis of said information and belief allege, that at the time of the subject crash defendants Taylor Knight and Corbin Knight were recklessly, knowingly and intentionally operating their respective motor vehicles in violation of Cal. Veh. Code § 23109 by engaging in a speed contest on a public road. These actions caused defendant Taylor Knight to recklessly, knowingly, and intentionally cross double yellow line on Blackhawk Road in violation of Cal. Veh. Code § 21460 and collide with plaintiffs' vehicle. In addition, at the time of the subject collision, defendants Taylor Knight and Corbin Knight were recklessly, knowingly and intentionally operating their respective motor vehicles in violation of Cal. Veh. Code § 22350.

2. While driving at an extremely high rate of speed, defendant Taylor Knight failed to stay in her lane of travel and chose to cross the double yellow line, endangering other motorists.

3. Defendant Taylor Knight knowingly and intentionally failed to obey the speed limit and the double yellow line at the time of the subject collision.

4. Defendants Taylor Knight and Corbin Knight knew or should have known that their actions would pose unreasonable danger to other motorists.

5. As a result of the defendants' reckless conduct, defendant Taylor Knight crossed the double yellow line and collided head-on with plaintiffs' vehicle. Defendants' reckless driving caused plaintiffs to sustain severe and permanent injuries.

6. Plaintiffs *are informed and believe, and on the basis of said information and belief allege* that Defendants…demonstrated a conscious and deliberate disregard for the rights, safety and interests of others by voluntarily commencing, and thereafter continuing to engage in a speed contest on a public road, causing defendant Taylor Knight to cross the double yellow line and collide head-on with plaintiffs' vehicle.

Based upon the heightened pleading standards applicable to a claim for punitive damages, the Court finds that Plaintiffs have failed to allege facts sufficient to support a claim for punitive damages against either Taylor Knight or Corbin Knight. Plaintiffs may allege on information and belief any matters that are not within their personal knowledge, if they have information leading them to believe that the allegations are true. (*Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 550.) But allegations of information and belief that merely asserted the facts so alleged without alleging such information that leads the plaintiff to believe that the allegations are true, are insufficient. (*Id*. at p. 551, fn. 5.)

Here, there are no facts alleged with specificity to indicate that Taylor Knight's driving behavior was suggestive of a speed contest, except that she was speeding before crossing the median. Plaintiffs allege the conclusion that Taylor Knight crossed the median "intentionally" because she was engaged in a speed contest, but the facts suggesting a speed contest are missing. And there are no allegations whatsoever of Corbin Knight's driving behavior that would suggest that he was so engaged. The Court is not aware of any case holding that an allegation of speeding and vehicle code violations alone is sufficient to support punitive damages in a car accident case. (See *Dawes v. Superior Court* (1980) 111 Cal.App.3d 82, 90 [allegations of intoxication, excessive speed, driving with defective equipment or

the running of a stop signal, without more, do not state a cause of action for punitive damages]; *Taylor v. Superior Court* (1979) 24 Cal.3d 890, 895-900 [stating in dicta, "ordinarily, routine negligent or even reckless disobedience of traffic laws would not justify an award of punitive damages"].)

Plaintiffs state in opposition that they have discovered facts that would support the imposition of punitive damages. (See 1/15/25 Opp., 9:16-10:4.) In particular, Plaintiffs state that after they filed the complaint, they obtained a surveillance video of Blackhawk Drive taken moments before the incident from a condominium complex 1,732 feet (0.328 miles) from the incident scene. (At 40 mph, it would take 30 seconds to travel 1,732 feet.) The video purportedly shows defendant Taylor Knight tailgating a car in front of her while driving at a high rate of speed, with defendant Corbin Knight speeding behind her at an even greater rate of speed, in what appears to be an attempt to catch up to her. On the video, according to Plaintiffs, Taylor Knight is seen tailgating a blue sedan, which in turn is following a grey SUV at a safe distance. However, Plaintiff Stella Elwin saw Taylor Knight cross over the double yellow into oncoming traffic in an attempt to pass a grey SUV. Thus, Plaintiffs claim the evidence will show that Taylor Knight had previously crossed into oncoming traffic to pass the intervening blue sedan during her speed contest with Corbin Knight in the 30 seconds between the video and the incident. Plaintiffs also state that the video also shows frequent traffic going both ways on Blackhawk Drive at the time of the collision.

These facts, if alleged, could support that Taylor Knight and Corbin Knight were acting in conscious disregard of the rights and safety of other, unsuspecting motorists.

IV. Disposition

For the reasons explained above, the motion to strike the claim for punitive damages is **granted**. The April 16, 2025 hearing on Corbin Knight's motion to strike filed on December 30, 2024 is **vacated**, as the motion is moot.

Plaintiffs have 14 days from written notice of entry of this order by Defendants to file and serve an amended complaint.

9. 9:00 AM CASE NUMBER: C24-02069
CASE NAME: WILLIAM WALLESHAUSER VS. SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT (SRVUSD)
HEARING ON DEMURRER TO: 1ST AMENDED COMPLAINT
FILED BY: SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT (SRVUSD)
TENTATIVE RULING:

Defendant San Ramon Valley Unified School District's demurrer to the first amended complaint is **sustained with leave to amend**. Plaintiff shall file and serve an amended complaint by February 13, 2025.

Plaintiff William Walleshauser, through his guardian ad litem, is suing the San Ramon Valley Unified School District for premises liability. Plaintiff was injured at school when he slipped and fell on some liquid on the floor.

The District argues that Plaintiff has not alleged a statutory basis for liability against a public entity. Public entity liability is governed exclusively by statute, and a public entity may only be held liable as provided by statute. (Gov. Code § 815 subd. (a) ["[a] public entity is not liable for an injury, whether such injury arises out of an act or omission of the public entity or a public employee or any other person.") In order to state a cause of action for government tort liability "every fact essential to the existence of statutory liability must be pleaded with particularity, including the existence of a statutory duty." (*Zuniga v. Housing Authority* (1995) 41 Cal.App.4th 82, 96.) Here, the complaint does not include any statutory citations and Plaintiff's references to CACI jury form instructions are insufficient. Thus, the demurrer is sustained. It seems likely that Plaintiff will be able to amend his complaint to include a statutory basis for liability and Plaintiff is given leave to amend.

The district also argues that there are no facts showing that the District created the spill or that the spill was there long enough for the District to discover it and clean it up.

"Ordinarily, negligence may be pleaded in general terms and the plaintiff need not specify the precise act or omission alleged to constitute the breach of duty. [Citation.] However, because under the Tort Claims Act all governmental tort liability is based on statute, the general rule that statutory causes of action must be pleaded with particularity is applicable. Thus, 'to state a cause of action against a public entity, every fact material to the existence of its statutory liability must be pleaded with particularity.' [Citations.]" (*Lopez v. Southern Cal. Rapid Transit Dist.* (1985) 40 Cal.3d 780, 795.) However, a plaintiff is not required to specify every detail of his claim at the pleading stages. (See, e.g. *C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal.4th 861, 872 [not required to allege which employee committed the negligent acts or omissions for which a public entity is allegedly liable].)

Here, Plaintiff alleged that "The liquid on the floor was spilled by DVHS staff and/or students whom DVHS staff members exercise control over. … The spilled substance sat on the cafeteria floor for an unreasonable length of time based upon the number of students present in the cafeteria and the exceedingly slick nature of the substance combined with the cafeteria flooring materials." (FAC ¶9.) Who spilled the liquid and additional details on how long the liquid was on the ground can be learned through the discovery process. The Court finds that these allegations provide sufficient particularity to state a claim against the District for dangerous condition of public property. On this ground, the demurrer is overruled.

The District's requests for judicial notice of the complaint and first amended complaint in this case are denied as unnecessary. These documents are already part of the court's file in this case.

10. 9:00 AM CASE NUMBER: C24-02474
CASE NAME: SHEILA MCCAIN VS. FF HILLS LP D/B/A BAYCLIFF APARTMENTS
HEARING ON DEMURRER TO: COMPLAINT
FILED BY: FF HILLS LP D/B/A BAYCLIFF APARTMENTS
TENTATIVE RULING:

Before the Court is Defendant FF Hills LP D/B/A Baycliff Apartments; FFI Hills, LLC; Wakeland Housing and Development Corporation; FF Properties II, LP; and Fairfield Property Management II, Inc.'s Demurrer to Plaintiff's Complaint

Defendants' Request for Judicial Notice is **granted**. (Cal. Evid. Code § 452 (d).)

Defendants' Demurrer is **overruled** for the reasons set forth below.

Background and Factual Allegations

On July 5, 2022, Plaintiff filed a Complaint for Damages and Injunctive Relief against Defendant FF Hills LP D/B/A Baycliff Apartments ("*McCain I*"). By Doe Amendment, Plaintiff added the following Defendants: FFI Hills, LLC; Wakeland Housing and Development Corporation; FF Properties II, LP; and Fairfield Property Management II, Inc.

The *McCain I* Complaint alleged several causes of action relating to the habitability of the apartment Plaintiff rented from Defendants. In November 2023, the Parties attended mediation where they reached a settlement in principal. The Parties formalized a Settlement Agreement which was executed by the Parties on December 10, 2023. The Settlement Agreement indicated that it was "enforceable pursuant to California Code of Civil Procedure section 664.6."

Pursuant to the terms of the Settlement Agreement, Plaintiff dismissed the entire Complaint with prejudice on January 12, 2024. Thereafter, Plaintiff determined that Defendants were not abiding by the terms of the Settlement Agreement. As such, on March 19, 2024, Plaintiff filed a Motion to Enforce Settlement Agreement and Entry of Judgment. The hearing on the Motion was set for July 19, 2024.

The Court issued a Tentative Ruling on July 18, 2024, denying the Motion. As noted by the Court, because the case was dismissed prior to the filing of the Motion to Enforce, the Court did not have jurisdiction to enter judgment pursuant to the parties Settlement Agreement. (See *Viejo Bancorp, Inc. v. Wood* (1989) 217 Cal.App.3d 200, 206*; DeSaulles v. Community Hospital of Monterey Peninsula* (2016) 62 Cal.4th 1140, 1155-56, confirming that the parties must ask the trial court to retain jurisdiction before the dismissal deprives the court of that jurisdiction.) Neither party contested the Tentative Ruling, so it became the Order of the Court.

Plaintiff filed the Complaint in the instant matter on September 17, 2024 ("*McCain II*"). The *McCain II* Complaint tracks the Complaint from *McCain I*, with a couple of additions. To begin with, it adds two new causes of action under the Richmond Municipal Code, namely violations of: (1) the Rent Control Ordinance (Section 11.100.070 *et seq.*) and (2) the Tenant Anti-Harassment Ordinance (Section 11.103.010 *et seq*.) In addition, the *McCain II* Complaint adds a second count under the Breach of Contract cause of action (CoA 3) alleging the Defendants breached the Settlement Agreement (in addition to the rental agreement as originally pled in *McCain I*.)

Defendants' Notice of Demurrer and Demurrer indicates that they demurrer to the Complaint generally for failure to state a claim and purportedly to each of the causes of action separately.

Standard for Demurrer

"The function of a demurrer is to test the sufficiency of the complaint as a matter of law." (*Holiday Matinee, Inc. v. Rambus, Inc*. (2004) 118 Cal.App.4th 1413, 1420.) A complaint "is sufficient if it alleges

ultimate rather than evidentiary facts" (*Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 550 ("*Doe*")), but the plaintiff must set forth the essential facts of his or her case "with reasonable precision and with particularity sufficient to acquaint [the] defendant with the nature, source and extent" of the plaintiff's claim. (*Doheny Park Terrace Homeowners Assn., Inc. v. Truck Ins. Exchange* (2005) 132 Cal.App.4th 1076, 1099.) A complaint must be "liberally construed" and a demurrer "overruled if any cause of action is stated by the plaintiff." (*Amacorp Industrial Leasing Co. v. Robert C. Young Associates, Inc.* (1965) 237 Cal.App.2d 724, 727.)

Legal conclusions are insufficient. (*Id*. at 1098–99; *Doe* at 551, fn. 5.) The Court "assume[s] the truth of the allegations in the complaint, but do[es] not assume the truth of contentions, deductions, or conclusions of law." (*California Logistics, Inc. v. State of California* (2008) 161 Cal.App.4th 242, 247.) A demurrer lies only for defects appearing on the face of the complaint or from matters of which the court must or may take judicial notice. (CCP 430.40; *see Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) A demurrer may be filed to one of several causes of action in a complaint. (Cal. R. Ct. 3.1320(b).)

Procedural Issues

Timeliness of Demur

Plaintiff argues that the demurrer is untimely as it was not filed and served within 30-days of Defendants being served with the Complaint, in accordance with California Code of Civil Procedure section 430.40 (a). She states in her Opposition that the Complaint was served on September 25, 2024, and as such the Demurrer was due on or before October 25, 2025. It was not filed until November 1, 2024, and is thus untimely.

California Rules of Court, Rule 3110 (b) states that the proof of service of the summons and complaint "***must*** be filed with the court within 60 days after the filing of the complaint." (emphasis added.) As the Complaint was filed on September 17, 2024, Plaintiff was required to file the Proof of Service of Summons by November 16, 2024. The docket for this matter does not show that Plaintiff ever filed a Proof of Service of the summons and complaint. In addition, Plaintiff did not file a declaration or any other form of admissible evidence confirming when the Complaint was served upon the Defendants. As such, the Court cannot definitively determine when the clock started on the 30-day deadline to file a responsive pleading.

It is worth noting that the email sent by Defense counsel regarding the meet and confer (discussed below) does indicate that "Defendants must file a responsive pleading by October 25, 2024," which appears to confirm that they were served on September 25, 2024. Defendants do not provide any explanation as to why they did not timely file their demurrer – despite the acknowledgement in their email as to the deadline.

While the demurrer may be untimely, "the trial court [has] discretion to consider defendant's untimely demurrer." (*Jackson v. Doe* (2011) 192 Cal.App.4th 742, 749.) Alternatively, even if the Court was to determine that the filing of the demurrer was untimely, the Court can exercise its discretion to treat the demurrer like a motion for judgment on the pleadings – which has the same standard as a demurrer. (*Marzec v. Public Employees' Retirement System* (2015) 236 Cal.App.4th 889, 900 ["Because a motion for judgment on the pleadings is the functional equivalent of a general demurrer, the same rules apply."] citation omitted.)

Thus, even if the Demurrer is untimely, the Court will exercise its discretion to consider the Demurrer and rule upon it.

Meet and Confer

Before filing a demurrer, the "demurring party shall meet and confer in person, by telephone or by video conference with the party who filed the pleading that is subject to the demurrer…." (Cal. Code Civ. Proc. § 430.41(a).) The parties shall meet and confer at least five days before the date the responsive pleading is due. (CCP §430.41(a)(2).) The meet and confer "*shall*" include a discussion of the legal support for the Parties' positions. (CCP §430.41(a)(1).)

The moving party "shall file and serve" with the demurrer a declaration stating that the parties either properly met and conferred, or that the opposing party failed to respond to the meet and confer request or properly failed to meet and confer in good faith. (CCP §430.41(a)(3).)

Defense Counsel's declaration indicates that he sent an email to Plaintiff's counsel at 4:38 p.m. on October 24, 2024. The email attached to his declaration makes clear that he was aware at that time that this was the day before the responsive pleading was due. Despite sending the email 22 minutes before the close of business, he informed Plaintiff's counsel that they needed to respond by 11:00 a.m. the next day. He notes that if more time is needed, then they "are agreeable to extending the date for a responsive pleading."

Defense Counsel's actions and declaration are insufficient and unacceptable. The Code itself makes clear that the meet and confer must actually take place "at least five days before" the date the responsive pleading is due. Waiting until the day before the demurrer is due to first reach out to opposing counsel is already a violation of this rule. Such tactics are unwarranted especially considering subsection (a)(2) of section 430.41, which provides for an automatic 30-day extension of time to file a responsive pleading by merely having Defense Counsel file a declaration with the Court explaining why the parties could not meet and confer. (CCP § 430.41 (a)(2).)

While the Court finds Defense Counsel's meet and confer efforts were improper, it will still rule on the substantive merits of the Demurrer given Plaintiff's request to do so.

The Court reminds both Parties that they must comply with all applicable sections of the Code of Civil Procedure and the Rules of Court.

Notice of Demurrer and Demurrer

Defendants demur to the entire Complaint on the ground that it fails to state facts sufficient to state any cause of action.

Alternatively, they purport to demur to each separate cause of action on the same grounds. The Notice of Demurrer and Demurrer, however, does not list each of the causes of action set forth in the *McCain II* Complaint. The first eight causes of action in the *McCain I* and *McCain II* Complaints are the same – and as such the Notice and Demurrer properly set forth those claims. However, the Notice and Demurrer fails to identify the two new causes of action set forth in the *McCain II* Complaint, namely the purported violations of the Richmond Municipal Code: (1) the Rent Control Ordinance

(Section 11.100.070 *et seq.*) and (2) the Tenant Anti-Harassment Ordinance (Section 11.103.010 *et seq.*)

A "demurrer which attacks an entire pleading should be overruled if one of the counts therein is not vulnerable to the objection." (*Taylor v. S&M Lamp Co.* (1961) 190 Cal.App.2d 700, 703.) Thus, if any cause of action is sufficiently stated, Defendants' demurrer to the entire complaint is to be overruled. Then, each of the separate grounds for the enumerated causes of action are to be examined. As Defendants did not identify the two noted causes of action above, those causes of action are not subject to the separate demurrers.

Analysis

Enforcement of Settlement Agreement

Defendants argue that Plaintiff's exclusive means to enforce the Settlement Agreement was via a motion to enforce under section 664.6. Defendants rely on statements made in *Viejo Bancorp, Inc. v. Wood* (1989) 217 Cal.App.3d 200 to support their claim.

To begin with, *Viejo* is distinguishable. The "primary issue" in *Viejo* was "whether a motion to enforce a settlement agreement under Code of Civil Procedure section 664.6 may be made in an action other than the action in which the settlement was made." (*Viejo* 217 Cal.App.3d at 206.) That is not the issue here. Instead, the issue here is whether Plaintiff can seek to enforce the Settlement Agreement via a separate action asserting a cause of action for breach of contract. This is one possible procedure for enforcing a settlement agreement, even if that agreement was otherwise enforceable under section 664.6.

"The statutory procedure for enforcing settlement agreements under section 664.6 is not exclusive." (*Harris v. Rudin, Richman & Appel* (1999) 74 Cal.App.4th 299, 306.) When "the summary procedures of section 664.6 are not available, a party can still seek to enforce a settlement agreement by, among other things, prosecuting an action for breach of contract." (*Ibid.* citing *Levy v. Superior Court* (1995) 10 Cal.4th 578, 586 fn. 5; *Robertson v. Chen* (1996) 44 Cal.App.4th 1290, 1293.)

As courts have recognized, "the fact that the parties stated that the agreement was 'enforceable pursuant to the provisions of Code of Civil Procedure [s]ection 664.6' should not be construed as words of limitation; it would make little sense that the parties wished their agreement to be enforceable under Code of Civil Procedure section 664.6 only, but that it would otherwise be unenforceable." (*Stewart v. Preston Pipeline, Inc.* (2005) 134 Cal.App.4th 1565, 1579.)

In accordance with *Viejo*, if Plaintiff wished to have the Settlement Agreement enforced in *McCain I*, she should have moved to vacate the dismissal. She chose not to go that route and instead filed a separate action to enforce the Settlement Agreement – which is a valid procedure for enforcing a settlement agreement. The *McCain I* court's "lack of continuing jurisdiction to utilize section 664.6 does not preclude a party's enforcement of a settlement agreement by means of a separate action…." (*Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 441.)

In fact, the *Viejo* court acknowledges that this separate procedure is acceptable when in quotes with approval from *Varwig v. Leider* (1985) 171 Cal.App.3d 312, which held, in part, that:

> [U]ntil a party seeks to enforce a compromise agreement and to have judgment entered thereon, the underlying lawsuit has not finally been disposed of although the parties may in fact be bound by a valid and enforceable settlement contract …. [para.] … *A dismissal … will not … adversely affect the agreement between the parties.* Such agreements are contracts and are governed by the general principles of contract law. [Citation.] *The parties will retain their right to seek to specifically enforce their settlement contract even if the underlying lawsuit is dismissed.* …" (*Viego*, supra, 217 Cal.App.3d at 208 quoting *Varwig,* supra, 171 Cal.App.3d at 315-16, italics in original.)

The ruling in *McCain I* has no bearing on Plaintiff's current lawsuit against Defendants for breach of the Settlement Agreement.

Breach of Contact Cause of Action

"To state a cause of action for breach of contract, a party must plead the existence of a contract, his or her performance of the contract or excuse for nonperformance, the defendant's breach and resulting damage. [cite] If the action is based on alleged breach of a written contract, the terms must be set out verbatim in the body of the complaint or a copy of the written agreement must be attached and incorporated by reference." (*Harris*, supra, 74 Cal.App.4th at 307 internal citations omitted.)

The *McCain II* Complaint alleges that Defendants breached the Settlement Agreement, a copy of which is attached to the Complaint. She also alleges that she complied with all of its terms and conditions, and was damaged as a result of Defendants' actions. (¶ 36-39.) Plaintiff has properly alleged a claim for breach of contract against Defendants.

As Plaintiff has sufficiently pled the breach of contract cause of action with respect to the breach of the Settlement Agreement, Defendants' general demurrer to the entire Complaint is overruled. As such, the Court will look to the arguments Defendants make as to each of the separate causes of action.

Other Causes of Action

First, as noted above, the *McCain II* complaint includes two causes of action that were not alleged in *McCain I.* Defendant does not include those claims in its Notice of Demurrer and Demurrer. As such, those claims are not subject to the Demurrer and will stand.

As for the remaining individual causes of action, as noted by Plaintiff, Defendants do not actually address any of the individual causes of action in their Demurrer. Other than listing the separate causes of action, Defendants fail to examine any of them individually. There is no discussion of the elements of each cause of action, nor any discussion regarding why the Complaint is deficient in stating particular facts supporting each cause of action. Instead, Defendants' demurrer rests entirely on the argument that the denial of Plaintiff's motion to enforce under section 664.6 in *McCain I* precludes each of the causes of action in this matter.

"To survive a demurrer, the complaint need only allege facts sufficient to state a cause of action; each evidentiary fact that might eventually form part of the plaintiff's proof need not be alleged." (*C.A. v.*

William S. Hart Union High School Dist. (2012) 53 Cal.4th 861, 872.) The Court finds that the Complaint sufficiently alleges facts to support each of the causes of action.

Summary and Conclusion

Defendants' have failed to show that Plaintiff cannot seek to enforce the Settlement Agreement in a separate action apart from *McCain I* which was dismissed before judgment was entered. In addition, they have failed to put forth any argument or analysis undermining Plaintiff's other causes of action. Accordingly, Defendants' demurrer is **overruled**.

11. 9:00 AM CASE NUMBER: L24-04564
CASE NAME: SCOTT FUGERE VS. THE COUNTY OF CONTRA COSTA
HEARING ON DEMURRER TO: RESP DEMURRER FILED ON 10/3/24 TO PTR NOTICE OF APPEAL
FILED BY: THE COUNTY OF CONTRA COSTA
TENTATIVE RULING:

PARTIES TO APPEAR

12. 9:00 AM CASE NUMBER: MSC19-00421
CASE NAME: WONDRUSCH VS GREGORY
***HEARING ON MOTION IN RE: TO DISMISS PLAINTIFFS' COMPLAINT FOR FAILURE TO BRING THE CASE TO TRIAL WITHIN FIVE YEARS CCP 583.310-360 - CONTINUED FROM 1/15/25 DUE TO JUDGE'S UNAVAILABILITY**
FILED BY: GREGORY, GORDON WAYNE
TENTATIVE RULING:

Before the Court is a motion to dismiss brought by defendants, Gordon Wayne Gregory and Teresa Lynn Gregory. The motion is **granted**, as discussed below. Defendants shall prepare an appropriate form of judgment, separate from any order on this motion, and circulate for approval as to form.

Background

Plaintiffs, Daniel, Susan, and Jordan Wondrusch, allege personal injuries as a result of a collision caused by defendant, Jason Daniel Gregory, on March 25, 2017. (For clarity, the parties will be referred to by their first names. No disrespect is intended.) Jason is alleged to have a criminal history of driving under the influence and to have been driving under the influence at the time of the collision. Jason is alleged to have been driving over 100 miles per hour, on a suspended license, at the time of the crash. Jason was driving an automobile owned by his parents, defendants Gordon and Teresa Gregory.

Plaintiffs filed this action on March 20, 2019. In accordance with California Code of Civil Procedure section 583.310, an "action shall be brought to trial within five years after the action is commended against the defendant." (Code Civ. Proc. §583.310, hereinafter "the five year rule.") Under the five-year rule, trial was required to be commenced by March 20, 2024.

However, following the outbreak of COVID-19 in March 2020, "the Judicial Council of California adopted an emergency rule that extended the deadline to bring a civil action to trial under section 583.310." (*State ex rel. Sills v. Gharib-Danesh* (2023) 88 Cal.App.5th 824, 840.) "Specifically,

emergency rule 10(a), effective April 6, 2020, provides: 'Notwithstanding any other law, including … section 583.310, for all civil actions filed on or before April 6, 2020, the time in which to bring the action to trial is extended by six months ….' (*Ibid*. quoting Cal. Rules of Court, appen. I, emergency rule 10(a); add'l citation omitted.) While the true deadline is five years and six months pursuant to the foregoing, the Court will still refer to this as the 'five-year' rule for ease of reference and any such reference includes the six-month extension.

Given the implementation of emergency rule 10 (a), the new deadline to bring this matter to trial barring any other time periods that should be excluded from the calculation became September 20, 2024. With this as a reference, the Court can examine the specific issues in this case.

Standard

"An action shall be brought to trial within five years after the action is commenced against the defendant." (Cal. Code Civ. Proc. § 583.310.) In computing the time within which an action must be brought to trial, certain time periods are excluded, including when (1) jurisdiction of the court was suspended; (2) prosecution or trial was stayed or enjoined, or (3) bringing the action to trial, for any other reason, was impossible, impracticable, or futile. (Code Civ. Proc., § 583.340.)

"Because the purpose of the dismissal statute is to prevent *avoidable* delay, section 583.340, subdivision (c) makes allowance for circumstances beyond the plaintiff's control, in which moving the case to trial is impracticable for all practical purposes." (*Seto v. Szeto* (2022) 86 Cal.App.5th 76, 85, citations omitted.) In determining if tolling exceptions apply under subdivision (c), the "trial court must consider all the circumstances of the individual case, including the acts and conduct of the parties and the nature of the proceedings themselves." (*Id*. at 86, citation omitted.) The "trial court has discretion to determine whether that exception applies…." (*Bruns v. E-Commerce Exchange, Inc.* (2011) 51 Cal.4th 717, 731.)

The appropriate analysis focuses on the 'justifiability' of the plaintiff's reason for not bringing the case to trial, rather than on the defendant's "complicity in the delay." (*Brunzell Constr. Co. v. Wagner* (1970) 2 Cal.3d 545, 555; see also *Tejada v. Blas* (1987) 196 Cal.App.3d 1335, 1339-1340 [critical factor in applying tolling exceptions to a given factual situation is whether the plaintiff exercised 'reasonable diligence' in prosecuting his or her case]; *Westinghouse Elec. Corp. v. Superior Court* (1983) 143 Cal.App.3d 95, 99 ["had plaintiff been the dilatory party, mere impracticability is not an excuse, since the impracticability arises from plaintiff's own fault"].) The plaintiff bears the burden of proving that the circumstances warrant application of the exception. (*Seto, supra,* 86 Cal.App.5th at 86.)

Analysis

In their motion, defendants argue none of the statutory tolling situations apply to extend the five-year rule. Specifically, the parties never stipulated to extend the deadline, the jurisdiction of the court was never suspended, and the prosecution of the case has never been stayed or enjoined. Defendants assert the case could have been brought to trial within five years if plaintiffs had taken reasonable steps to do so.

Plaintiffs respond that they attempted, but were unable to, take the deposition of Jason, and that his deposition testimony was necessary for trial. Specifically, the pending criminal proceedings created Fifth Amendment problems for plaintiffs' ability to obtain answers relevant to the accident. Plaintiffs contend that the criminal proceedings against Jason, and the role of his public defender attorney, impeded the scheduling of his deposition. Therefore, they argue 608 days (the period from November

10, 2021 to July 11, 2023) should be excluded from the calculation of the five years. (Opposition, 9:4-10.)

Additionally, plaintiffs contend that Jason "pretended to be seeking counsel and ignored notices and subpoenas" and argue this entitles them to another tolling period of 409 days (the period from July 11, 2023 to at least August 23, 2024—the final date plaintiffs noticed Jason's deposition, at which he failed to appear).

As noted above, the central issue scrutinized on a motion to dismiss based on the five-year rule is not what defendants did, but the diligence of plaintiffs in bringing the case to trial.

"Time consumed by ordinary pretrial delays does not excuse failure to bring a case to trial within the five-year period." (*Bank of Am. v. Superior Court* (1988) 200 Cal.App.3d 1000, 1016 citing *Crown Coach Corp. v. Superior Court* (1972) 8 Cal.2d 540, 548.) "Generally, delays encountered in discovery are part of the 'normal delays involved in prosecuting lawsuits' and do not excuse failure to bring a case to trial within the five-year limit." (*Id*., citing *Gentry v. Nielsen* (1981) 123 Cal.App.3d 27, 35.) "Plaintiff must show it was impossible or impracticable to proceed to trial without the delayed discovery." (*Ibid*.)

In *Gentry v. Nielsen*, plaintiffs contended bringing their case to trial was impracticable because of defendant's multiple failures to appear at deposition. (123 Cal.App.3d at 35-36.) The court rejected the claim because Gentry made no showing the deposition delays created a futility in proceeding to trial within the five-year period. (*Ibid*.)

In *Gentry*, even though defendant failed to show up for deposition on numerous occasions, tolling was not appropriate. Here, Jason only failed to show up once for a deposition of which he allegedly had notice. As in *Gentry*, plaintiff's counsel was responsible for cancelling at least one date noticed for the deposition they sought (September 10, 2021). It appears likely that other dates were also attributable to plaintiffs' counsel (May 21, 2021 and June 23, 2022). (See *Gentry, supra*, 123 Cal.App.3d at 35-36.) Multiple delays between communications and notices appear to have been excessively lengthy.

Plaintiffs assert, but do not explain why, Jason's deposition testimony was essential to the negligent entrustment proceedings against Gordon and Theresa, Jasons's parents.

Nor do plaintiffs explain how the unilateral objection by the public defender was sufficient to measure the unavailability of Jason's deposition testimony. Plaintiffs do not present evidence as to what the outcome of the criminal proceedings were, though there is some reference to a restitution hearing, suggesting a finding of culpability. Still, there is no showing of when Jason's criminal liability was established (whether by trial or plea bargain).

While defendants are incorrect that an adverse inference could have been drawn from the lack of Jason's testimony due to his invoking the privilege against self-incrimination (see Reply, 6:9-12; compare *People v. Holloway* (2004) 33 Cal.4th 96, 131 [citing Evidence Code Section 913]), as explained in one case, a guilty plea in a parallel criminal case involving the same basic allegations as in the civil case "diminishes to a certain degree the likelihood that any testimony he might offer might further incriminate [a defendant in a civil matter]." (*Alpha Media Resort Investment Cases* (2019) 39 Cal.App.5th 1121, 1133.)

That same court went on to note:

> [A] party is not entitled to decide for himself or herself whether the privilege against self-incrimination may be invoked. Rather, this question is for the court to decide after

> conducting *a particularized inquiry, deciding, in connection with each specific area that the questioning party seeks to explore*, whether or not the privilege is well founded. This principle applies in both civil and criminal proceedings, and under both the federal and state Constitutions. Only after the party claiming the privilege objects with specificity to the information sought can the court make a determination about whether the privilege may be invoked.
>
> […]
>
> "[T]he fact that a man is indicted cannot give him a blank check to block all civil litigation on the same or related underlying subject matter. Justice is meted out in both civil and criminal litigation."

(*Alpha Media Resort Investment Cases, supra,* 39 Cal.App.5th at 1133-1134, citations omitted, emphasis in original.)

Plaintiffs' exhibits consist entirely of emails between various counsel. They do not attach a single deposition notice or proof of service. Even assuming the notices and proofs of service conformed with the emails' representations, plaintiffs do not present any evidence of having made a single motion to compel deposition, or to compel answers at deposition. They instead accepted the Public Defender's unilateral assertions of privilege. They make no showing of the number of days between charges being brought and any judgment concerning criminal culpability. Any privilege claim would depend, at least in part, on such a timeline.

Defendants filed a reply declaration pointing to some of these issues. "The general rule of motion practice, which applies here, is that new evidence is not permitted with reply papers. … '[T]he inclusion of additional evidentiary matter with the reply should only be allowed in the exceptional case …' and if permitted, the other party should be given the opportunity to respond." (*Jay v. Mahaffey* (2013) 218 Cal.App.4th 1522, 1537–1538.) While the reply is generally responsive to the opposition, to the extent that any additional evidence is presented, it has not been considered. The burden was on plaintiffs to make the reasonable diligence showing required. They have not done so. The reply declaration need not be considered to reach the result here. The deadline to bring this case to trial, pursuant to the five-year rule, was in September 2024. The five-year rule requires dismissal as several months have passed since the deadline.

13. 9:00 AM CASE NUMBER: MSC20-01810
CASE NAME: JANICE ALAMILLO VS. GAMMA REBAR FABRICATION
***HEARING ON MOTION FOR DISCOVERY COMPEL FURTHER RESPONSES TO REQUEST FOR PROD OF DOCS, SET 1**
FILED BY: ALAMILLO, JANICE L.
****TENTATIVE RULING:****

Plaintiff Janice L. Alamillo ("Plaintiff") filed a MOTION TO COMPEL FURTHER RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS, SET ONE (the "Motion to Compel Further Responses") on October 14, 2024. The Motion to Compel Further Responses was set for hearing on January 29, 2025. The motion was accompanied by a Request for Judicial Notice, which is GRANTED.

Background

The Court previously appointed a Discovery Referee in this case, the Honorable James Lambden (Ret.). Plaintiff seeks further responses to what is described in the supporting declaration as a "Request for Production of documents" "deemed served" somehow nearly three years ago:

> "Upon information and belief, on **May 30, 2022**, Special Master Lambden directed the parties to respond to a Request for Production of documents that was deemed served on the same day. A true and correct copy of such Requests for Production is attached as Exhibit B."

See Declaration of Patrick J. Sullivan, ¶4 (emphasis added); see also **Exhibit B.** Exhibit is a confusing hodgepodge of documents, including a "MEMORANDUM REPORT #3 AND ORDER" followed by another "EXHIBIT B" slip sheet follow by something styled as a [PROPOSED] ORDER FOR PRODUCTION OF DOCUMENTS BY ALL PARTIES" and other materials. Exhibit C is described as the initial "evasive responses" served in July 20, 2022 for "Shaun Gamma and Gamma Rebar Fabrication, Inc." After apparently renewed discussions regarding prior responses, what are described as "amended responses" were served August 2024. See **Exhibit I (**verified amended responses to Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29). The verification is dated August 26, 2024 and the Proof of Service reflects service on August 26, 2024 via electronic service. 45 days from and after such service fell on October 10, 2024. With the statutory extension for electronic service, the motion was due to be filed by October 14, 2024.

The moving party filed a Separate Statement on or about October 14, 2024 (the "Separate Statement") pursuant to the requirements of Rule 3.1345 of the California Rules of Court ("CRC").

Analysis

Civil discovery in California is governed by the Civil Discovery Act. See Code Civ. Proc. §§ 2016.010–2036.050. The Civil Discovery Act provides litigants with the right to broad discovery. *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 402. In general, any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action or to the determination of any motion made in that action, if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence.

Code Civ. Proc. § 2017.010; see *Sinaiko Healthcare Consulting, Inc.*, *supra*, 148 Cal.App.4th at 402. On the other hand, the Court is empowered to limit the scope of discovery where the burden, expense, or intrusiveness of that discovery clearly outweighs the likelihood that the information sought will lead to the discovery of admissible evidence. Code Civ. Proc. § 2017.020(a). Moreover, the moving party and proponent of the discovery on a motion to compel further responses to a request for production of documents must set forth specific facts showing good cause justifying the discovery sought by the demand. Code Civ. Proc. § 2031.310(b)(1).

Having considered the moving papers, including the Separate Statement, the opposition and any further pleadings submitted, the Court makes the following findings as to the discovery requests at issue:
While the opposing party argues that the Motion to Compel Further Responses is untimely in that no motion was brought back in November 2022, the deadline is extended from and after any supplemental verified responses. See Code Civ. Proc. § 2031.310(c) (notice of motion required "…within 45 days of the service of the verified response, **or any supplemental verified response**…") (emphasis added). As

discussed above, the motion was timely filed by the renewed statutory deadline based on the supplemental verified responses.

As to the merits, the parties shall appear to confer on further proceedings.

Disposition

The Court further finds and orders as follows:

1. PARTIES TO APPEAR to address further proceedings on the merits.
2. The Court reserves jurisdiction regarding the determination and imposition of sanctions.

14. 9:00 AM CASE NUMBER: MSC21-02447
CASE NAME: FU VS MARION
***HEARING ON MOTION IN RE: FOR LEAVE TO AMEND ITS ANSWER AND TO FILE A FIRST AMENDED ANSWER**
FILED BY: MARION, JOHN
****TENTATIVE RULING:****

Motion withdrawn by moving party.

15. 9:00 AM CASE NUMBER: N24-1781
CASE NAME: TOBIAS 1014 LLC VS. SCOTT BARTMAN
HEARING ON SUMMARY MOTION
FILED BY: TOBIAS 1014 LLC
****TENTATIVE RULING:****

PARTIES TO APPEAR

16. 9:00 AM CASE NUMBER: N24-1982
CASE NAME: CLAIM OF:SEREYNA PENA-ALVAREZ
HEARING IN RE: PETITION FOR APPROVAL OF COMPROMISE OF CLAIM FILED BY JAMES ALVAREZ ON 10/30/24
FILED BY:
****TENTATIVE RULING:****

PARTIES TO APPEAR

17. 9:00 AM CASE NUMBER: N24-1992
CASE NAME: CLAIM OF:ALONZO ALVAREZ
HEARING IN RE: PETITION FOR APPROVAL OF COMPROMISE OF CLAIM FILED BY JAMES ALVAREZ ON 10/30/24
FILED BY:
****TENTATIVE RULING:****

PARTIES TO APPEAR

Law & Motion

ADD-ON

18. 9:00 AM CASE NUMBER: C24-01712
CASE NAME: PATRICK MCQUILLER VS. HYDRAULIC CONTROLS, INC.
***MOTION/PETITION TO COMPEL ARBITRATION TO ENFORCE PLAINTIFF'S ARBITRATION AGREEMENT AND REQUEST FOR STAY (NOTICE OF WITHDRAW AS TO RANDSTAD ONLY)**
FILED BY: HYDRAULIC CONTROLS, INC.
****TENTATIVE RULING:****

PARTIES TO APPEAR

19. 9:00 AM CASE NUMBER: C24-01855
CASE NAME: MARION KULLBERG VS. TAYLOR KNIGHT
HEARING IN RE: CORBIN KNIGHTS NOTICE OF JOINDER OF TAYLOR KNIGHT, MICHELE KNIGHT AND THOMAS KNIGHTS MOTION TO STRIKE PUNITIVE DAMAGES
FILED BY: KNIGHT, CORBIN
****TENTATIVE RULING:****

See Line 8.