

Tentative Rulings and Resolution Review Hearings

April 20, 2026

Department 63

This Court does not follow the procedures described in Rules of Court, Rule 3.1308(a). Tentative rulings are available online no less than 12 hours in advance of the time set for hearing. Tentative rulings may be found on the court’s website (www.shasta.courts.ca.gov) and are available by clicking on the “Tentative Rulings” link under the “Online Services” tab. A QR code that links to the tentative rulings is posted outside the courtroom. A party is not required to give notice to the Court or other parties of intent to appear to present argument.

Telephonic appearances through CourtCall (888-882-6878; courtcall.com) are generally permitted on the Law & Motion and Resolution Review calendars and can be made without leave of Court.

8:30 a.m. – Law & Motion

APPELBAUM, ET AL. VS. MARQUIS CARE AT SHASTA, ET AL.

CASE NUMBER: 25CV-0208714

Tentative Ruling on Motion to Continue Trial: Defendants move to continue the trial date. Plaintiffs agree and the parties executed a stipulation to that effect. The Court has considered the factors set forth in CRC 3.1332 and **GRANTS** the motion. The trial is continued to **Tuesday, October 6, 2026 at 8:45 a.m. in Department 63.** To accommodate counsel’s schedule, the Mandatory Settlement Conference is continued to **Monday, July 27, 2026 at 1:30 p.m. in Department 63.** All discovery deadlines are based on the new trial date. Defendants provided a proposed Order that will be modified to reflect the Court’s ruling.

IN RE: BAUGHMAN-SULLIVAN

CASE NUMBER: 26CV-0209754

Tentative Ruling on Petition for Change of Name: Petitioner Izack Jacob Baughman-Sullivan seeks to change his name to Izack Jacob Baughman. No proof of publication has been submitted. The Court requires an original Certificate of Publication from the publishing newspaper before the Petition may be granted. If the Certificate of Publication is provided, the Court intends to grant the Petition, vacate all future dates, and close the file.

CREDITORS ADJUSTMENT BUREAU, INC. VS. SHANE HUGHES CONSTRUCTION, INCORPORATED

CASE NUMBER: 25CV-0208517

Tentative Ruling on Motion to be Relieved as Counsel: Catherine Delcin of Delcin Consulting Group moves to be relieved as counsel for Defendant Shane Hughes Construction, Incorporated.

CRC Rule 3.1362 provides the requirements for a motion to be relieved as counsel. In particular, CRC 3.1362 requires the use of specific mandatory Judicial Council forms for the Notice and Motion (MC-051) and Supporting Declaration (MC-052). Both forms and the proposed Order (MC-053) must be served on the client and all parties who have appeared in the case at either the current address or the last known address that has been confirmed within thirty days. CRC 3.1362(d). A proof of service was filed for the motion only, not the declaration or the proposed order. Service on Defendant was made by email and United States mail from the State of Florida on March 18, 2026. Electronic service is not permitted on Defendant directly. CCP § 1010.6. Service by mail was untimely as March 31, 2026 was a court holiday. CCP § 1005(b).

The motion is **DENIED** without prejudice for lack of proper notice on Defendant and for not serving all the

required documents on all parties. Should counsel choose to file again, additional efforts will need to be made to confirm the address used for service on Defendant. The proposed Order cannot be modified. Defendant's counsel is to prepare the Order.

IN RE: DIGIUSEPPE

CASE NUMBER: 26CV-0209838

Tentative Ruling on Petition for Change of Name: Petitioner seeks to change the last name of her minor daughter. The Certificate of Publication has been filed. Pursuant to Evid. Code § 452(d), the Court takes judicial notice of the Judgment filed on March 17, 2025 in Case No. 206611. All procedural requirements of CCP §§ 1275 et. seq. have been satisfied. The Petition is **GRANTED**. All future dates will be vacated and the file closed upon the processing of the Decree Changing Name.

ITRIA VENTURES LLC VS. KAMFOLT

CASE NUMBER: 23CV-0203471

Tentative Ruling on Order to Show Cause Re: Dismissal: On March 2, 2026, the Court issued an Order to Show Cause Re: Dismissal to Cross-Complainant Michael Jay Kamfolt, in pro per, for failure to timely serve the Cross-Complaint and failure to timely prosecute the Cross-Complaint. The Cross-Complaint was filed on July 2, 2024 and names all new parties. "A cross-complaint against a party who has appeared in the action must be accompanied by proof of service of the cross-complaint at the time it is filed. If the cross-complaint adds new parties, the cross-complaint must be served on all parties and proofs of service on the new parties must be filed within 30 days of the filing of the cross-complaint." CRC 3.110(c). There is still no Proof of Service of Summons on file for any of the Cross-Defendants. Cross-Complainant did not file a written response to the Order to Show Cause. Monetary sanctions have already been imposed for the delay.

With no sufficient excuse for the delay and because previous sanctions have been ineffective, the Cross-Complaint filed on July 2, 2024 is dismissed without prejudice pursuant to Gov. Code § 68608(b).

OFFICER VS. MID VALLEY PROVIDERS, INC., A CALIFORNIA CORPORATION

CASE NUMBER: 22CV-0201036

Tentative Ruling on Motion for Class Certification: Plaintiff Danielle Officer seeks class certification. Defendant Mid Valley Providers, Inc. opposes the motion.

Evidentiary Objections. Plaintiff objects to eight portions of the Declaration of Debbie Larmour. The Court overrules as to each of the eight objections. Plaintiff objects to 29 portions of the Declaration of Robert Crandall. The Court overrules as to each of the objections with the exception of Objections 12 and 13 which are sustained under Evid. Code § 702 and speculation as to 13 only.

Judicial Notice. Plaintiff requests the Court take judicial notice of six Opinion Letters issued by the DLSE. Defendant did not object. The request granted pursuant to Evid. Code §§ 452 and 453.

Merits. A class action permits persons to sue on behalf of others where it is shown to be necessary and superior to separate lawsuits by or against members of the group individually. CCP § 382 provides authority for class actions: "[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." To maintain a class action, certain prerequisite conditions must exist, and the action must be based on one or more permissible grounds.

Under California law, the two basic requirements that must exist to sustain a class action are: the existence of an ascertainable class, and a well-defined community of interest in the questions of law and fact involved. With respect to the community of interest requirement, three separate factors are considered: 1) predominant common

questions of law or fact; 2) class representative whose claims or defenses are typical of the class; and 3) class representatives who can adequately represent the class. *Sav-On Drug Stores, Inc. v. Superior Ct.* (2004) 34 Cal. 4th 319, 326. “A court must examine the allegations of the complaint and supporting declarations and consider whether the legal and factual issues they present are such that their resolution in a single class proceeding would be both desirable and feasible.” *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1021-1022 “[T]rial courts are not obligated as a matter of law to resolve threshold disputes over the elements of a plaintiff’s claims, unless a particular determination is necessarily dispositive of the certification question.” *Id.* at 1017. “The certification question is ‘essentially a procedural one that does not ask whether an action is legally or factually meritorious.’ ” *Sav-On Drug Stores, Inc. v. Superior Court, supra*, 34 Cal.4th at p. 326, quoting *Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 439-440.

Plaintiff seeks to certify the following:

Class: All current and former hourly-paid employees employed by Mid Valley Providers, Inc. (“Defendant” or MVP”) within the State of California at any time during the period from November 14, 2018 up to the notice of class mailed to class members, to be determined by the Court at a later date, by which class members may opt-out after being provided notice of certification (the “Class Period”).

Meal Period Subclass: All members of the Class who worked at least one shift of more than five hours at any time during the Class Period.

Rest Period Subclass: All members of the Class who worked at least one shift of three and one-half hours or more at any time during the Class Period.

Waiting Time Subclass: All members of the Class who were terminated or resigned during the Class Period.

Ascertainable Class.

Ascertainability is a due process requirement that ensures it is possible to decide who will be bound by the judgment (*res judicata* effect). The determination is made by examining the class definition and the size of the class. One may also examine the means available to identify class members, but this is not the exclusive test. *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal. 5th 955. The proposed classes are ascertainable from the records already provided by Defendant. From the records, Plaintiff has identified 486 putative class members. Listed in the data are 212 employees who worked in a residential care setting and 282 who worked in personal homes. Plaintiff noted that there may be some overlap as it appears that some putative class members may be listed twice. This is something that can easily be cleared up when unredacted class data is available. Plaintiff has carried her burden with respect to ascertainability as the putative class has already been ascertained. Based on the data provided, subclasses will also be easily ascertainable from timekeeping records.

Community of Interest.

Predominant Common Questions of Law or Fact. To have predominant common questions between the class members, each member must not be required to individually litigate numerous and substantial questions to determine his or her right to recover following the class judgment, and the issues which may be jointly tried, when compared with those requiring separate adjudication, must be sufficiently numerous and substantial to make the class action advantageous to the judicial process and to the litigants. *Washington Mut. Bank, FA v. Sup.Ct. (Briseno)* (2001) 24 Cal. 4th 906, 913-914.

Here, Plaintiff has provided expert analysis of timekeeping records and been able to determine that a very high percentage of the shifts were paid at exactly 8, 10, or 12 hours. According to the putative class members who

provided declarations, they were required to stay after their shift until the next person was ready to begin supervision. Defendant did not provide declarations from any putative class members stating that this was untrue. The employees were subject to the same meal agreement and policy manual. There are numerous common questions such as which wage order applied and whether exemptions applied. These questions would not require testimony from every putative class member and can be determined on class or subclass wide basis. The Court finds that the class and three subclasses are based on facts and legal theories that present predominate common questions of law and fact. Therefore, the class and subclasses identified by Plaintiff are appropriate for treatment as a class action.

Adequacy of Representation. In order to establish the “community of interest” requirement for class certification, it must also be shown that the class representatives, through qualified counsel, are capable of “vigorously and tenaciously” protecting the interests of the class members. *Simons v. Horowitz* (1984) 151 Cal. App. 3d 834, 846. Plaintiff has provided evidence that David D. Bibiyan and Laurel Holmes have sufficient experience in wage and hour class action matters to serve as class counsel. The Court notes that Molly DeSario and Bryce Bommer are listed in the propose Order as class counsel, however, no evidence was provided as to these individuals and the Court will not appoint them as class counsel with no evidence of their experience with wage and hour class actions. If Plaintiff deems it necessary, Plaintiff can seek to add Molly DeSario and Bryce Bommer at a later date via motion or stipulation by the parties.

To assure adequate representation, the class representative’s claim must not be inconsistent with the claims of other members of the class. *J.P. Morgan & Co., Inc. v. Sup.Ct. (Heliotrope General, Inc.)* (2003) 113 Cal. App. 4th 195, 212 (finding that putative class action plaintiffs who were themselves potential defendants had insurmountable conflict). No such conflicts have been presented here. Plaintiff Officer did not hold a supervisory role. While Defendant has argued that Plaintiff Officer only worked for Defendant for a short period of time, that does not take away from her being subject to the same policy and practice as the rest of the putative class.

Typicality. The test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct.” *Martinez v. Joe's Crab Shack Holdings* (2014) 231 Cal. App. 4th 362, 375. A class representative’s claim is typical if it arises from the same event or course of conduct and has the same legal theory as the claims of the other class members. Typical does not mean identical and it is sufficient that the representative is similarly situated to the class members. *Classen v. Weller* (1983) 145 Cal. App. 3d 27, 45. The alleged violations claimed by Plaintiff Officer are typical of the rest of the class. There is no evidence that her experience was different than the rest of the putative class members

Superiority. The proper legal criterion for deciding whether to certify a class is whether plaintiff establish by a preponderance of the evidence that the class action proceeding is superior to alternate means for a fair and efficient adjudication of the litigation. *Sav-on Drug Stores, Inc. v. Superior Ct.* (2004) 34 Cal. 4th 319, 326. “The ultimate question in every case of this type is whether ... the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants.” *Lockheed Martin Corp. v. Sup.Ct.* (2003) 29 Cal. 4th 1096, 1104-1105. Plaintiff has presented sufficient evidence that class treatment is superior to individual litigation. The putative class is well over 400 individuals and class action treatment appears to be advantageous to both the judicial process and litigants.

Accordingly, the Motion for Class Certification is **GRANTED**. The Court certifies the class and subclasses identified in Plaintiff’s proposed Order. The Court appoints David D. Bibiyan and Laurel Holmes of Bibiyan Law Group, P.C. as class counsel. Defendant is ordered to provide Plaintiff a list of all potential class members including the personal identifying information identified in the proposed Order within 30 days of today’s hearing. The parties are ordered to meet and confer regarding the form and substance of the class notice per CRC 3.766.

The matter will be on calendar on **Monday, June 8, 2026 at 9:00 a.m. in Department 63** for status of class notice. The parties are ordered to submit to the Court no later than June 1, 2026, a joint statement (or separate status statements if the parties cannot agree) that outlines a proposed class notice.

PHILLIPS, ET AL. VS. PRIME HEALTHCARE SERVICES, INC., ET AL.

CASE NUMBER: 25CV-0208680

Tentative Ruling on Demurrer: Defendant County of Shasta demurs to the First Amended Complaint filed by Plaintiffs Fredrick James Phillips and Heather Lynn Phillips. The matter was on for hearing on March 23, 2026 and the Court noted there was no Proof of Service on file for the Opposition filed by Plaintiffs and that Defendant had not filed a Reply. County Counsel informed the Court that the County had not received the Opposition. The Court continued the hearing to today. On March 23, 2026, Plaintiffs filed a Proof of Service indicating that on February 24, 2026 the Opposition was served on “County of Shasta, Clerk of the Board C/O County Counsel” at “1450 Court Street, Suite 308B Redding, CA 96001.” This is the address for the Clerk of the Board. County Counsel is Suite 332. In all cases where a party has an attorney in the action or proceeding, the service of papers must be upon the attorney instead of the party. CCP § 1015. Therefore, service on the Clerk of the Board instead of County Counsel was invalid and it appears that Defendant County of Shasta has still not been properly served with Plaintiffs’ Opposition.

The Court has also received a “notice of lodging proposed order re: leave to file second amended complaint” from Plaintiff. Absent a stipulation or noticed motion, the Court cannot unilaterally grant the relief requested by Plaintiff.

The matter is continued to **Monday, May 11, 2026 at 8:30 a.m. in Department 63** for hearing on the Demurrer. Plaintiffs are **ORDERED** to properly serve the Opposition. The Court notes that a Substitution of Attorney was filed on April 9, 2026 and the Defendant County of Shasta is now represented by Best Best & Krieger, LLP. The address listed is 300 South Grand Avenue, 25th Floor, Los Angeles, CA 90071. Plaintiffs are reminded of the timelines set forth in CCP § 1005(b). If the Opposition has not been properly served with a valid Proof of Service on file, the Court intends to strike the Opposition at the next hearing for lack of valid notice to Defendant County of Shasta. **No appearance is necessary on today’s calendar.**

ROBERT "BEAR" MASTERSON, INDIVIDUALLY, AND DERIVATIVELY ON BEHALF OF SLO GROUP LLC, ET AL. VS. SARAF, ET AL.

CASE NUMBER: 26CV-0210047

Tentative Ruling on Petition to Compel Arbitration and Stay Proceedings: Defendants Nishant Reddy and Simmon Saraf petition for an order compelling arbitration of Plaintiff, Robert “Bear” Masterson’s, claims and staying the proceedings pending completion of arbitration. Plaintiff opposes the motion. The Court notes that service of the petition and supporting documents was purportedly served by “Court E-Service.” No such service method exists with this Court. As the Plaintiff has filed an opposition, it appears this method of service may have been marked in error.

Merits: The Federal Arbitration Act (“FAA”) like California law, codifies the strong public policy in favor of enforcing arbitration agreements. 9 U.S.C. § 1 et seq. The FAA applies to any written arbitration agreement in a contract evidencing a transaction involving interstate commerce. *Allied-Bruce Terminix Companies, Inc. v. Dobson* (1995) 513 U.S. 25, 277. The court’s role under the FAA is limited to determining (1) whether a valid agreement to arbitrate exists and, if it does, (2) whether the agreement encompasses the dispute at issue. *See* 9 U.S.C. § 4; *Simula, Inc. v. Autoliv, Inc.*, 175 F.3d 716, 719–20 (9th Cir.1999); *see also Republic of Nicaragua v. Standard Fruit Co.*, 937 F.2d 469, 477–78 (9th Cir.1991). If the response is affirmative on both counts, then the Act requires the court to enforce the arbitration agreement in accordance with its terms. *Chiron Corp. v. Ortho Diagnostic Sys., Inc.* (2000) 207 F.3d 1126, 1130. Plaintiff has provided copies of the Operating Agreements

attached to the Complaint. Each Operating Agreement provides that the “United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant hereto.” The Court finds that the FAA governs the Arbitration Agreements.

Plaintiff contends that the arbitration agreement is not applicable to the controversies at issue in this case and that the delegation clause does not affect the court’s authority to determine the arbitrability of statutory claims.

“The arbitrability of a dispute may itself be subject to arbitration if the parties have so provided in their contract.” *McCarroll v. Los Angeles County Dist. Council of Carpenters* (1957) 49 Cal.2d 45. “Because the parties are the masters of their collective fate, they can agree to arbitrate almost any dispute—even a dispute over whether the underlying dispute is subject to arbitration.” *Bruni v. Didion* (2008) 160 Cal.App.4th 1272. “There are two prerequisites for a delegation clause to be effective. First, the language of the clause must be clear and unmistakable.” *Tiri v. Lucky Chances, Inc.* (2014) 226 Cal.App.4th 231. “Second, the delegation must not be revocable under state contract defenses such as fraud, duress, or unconscionability.” *Id.*

Here, the Operating Agreements provided by Plaintiff provide evidence of electronically signed agreements that cover “Any dispute, controversy, or claim arising out of or relating to this Agreement, including any determination of the scope of applicability of this Section 11.12.2, shall be finally settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, the judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof.” The parties dispute whether Plaintiff’s causes of action “arise out of or relate to” the agreement. The Operating Agreements clearly and unmistakably provide that an arbitrator is delegated to determine the scope of applicability of the arbitration sections, and thus what causes of action may or may not be subject to arbitration. Plaintiff has not alleged that the delegation clause is revocable under the defenses of fraud, duress, or unconscionability. The Court finds the delegation clauses are effective.

In light of the delegation clauses, the Court need not consider Plaintiff’s arguments regarding whether the arbitration clause applies to Plaintiff’s particular causes of action.

The Petition is **GRANTED**. The parties are compelled to arbitration and the matter is ordered stayed pending arbitration. A proposed order was lodged with the Court and will be executed. The Court sets this matter for **Monday, November 2, 2026, at 9:00 a.m. in Department 63** for review regarding status of arbitration. The hearing on the request for preliminary injunction set for April 27, 2026, the mandatory settlement conference set for November 30, 2026 and the trial set for February 2, 2027 are **VACATED**. In light of the stay of the case, the parties should be prepared to address at the hearing the Court’s continued authority to oversee the actions of a receiver.

STATE OF CALIFORNIA, BY AND THROUGH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION VS. BORGNA

CASE NUMBER: 25CV-0208978

Tentative Ruling on Demurrer to Cross-Complaint: Plaintiff/Cross-Defendant State of California, by and through California Department of Forestry and Fire Protection (hereinafter “Cross-Defendant”) generally demurs to the Defendant/Cross-Complainant Guiliano Borgna’s (hereinafter “Cross-Complainant”) Cross-Complaint on the grounds that both causes of action fail to state sufficient facts. Specifically, Cross-Defendant alleges that Cross-Complainant does not contain sufficient facts to establish water rights or an easement on state lands.

Procedural Defect: As a preliminary matter, the Court notes that the opposition was filed on April 14, 2026, only four court days prior to the hearing. CCP § 1005 requires an opposition to have been filed nine court days prior to the hearing. The opposition is untimely. The Court will exercise its discretion and consider the late filed opposition.

Meet and Confer: CCP § 430.41 requires the demurring party to “meet and confer in person or by telephone with the party who filed the pleading that is subject to demurrer for the purpose of determining whether an agreement can be reached that would resolve the objections to be raised in the demurrer.” The Declaration of Sophia Retchless indicates compliance with this requirement.

Merits. A demurrer should be sustained if the complaint fails to “state facts sufficient to constitute a valid cause of action.” CCP § 430.10(e). The court “treat[s] the demurrer as admitting all material facts properly pleaded, but not contentions, deductions or conclusions of fact or law.” *Hood v. Hacienda La Puente Unified School District* (1998) 65 Cal. App. 4th 435, 438. A plaintiff must plead ultimate facts that acquaint the defendant with the nature, source and extent of plaintiff’s causes of action. *Doe v. City of Los Angeles* (2007) 42 Cal. 4th 542, 550.

The Cross-Complaint alleges two causes of action; one for quiet title; and the other for declaratory relief. The Cross-Complaint contains very few specific factual allegations but appears to base the quiet title cause of action on the existence of a prescriptive or implied easement. The party claiming a prescriptive easement must prove use of the property which was open, notorious, continuous, and adverse for an uninterrupted period of five years. *Warsaw v. Chicago Metallic Ceilings, Inc.* (1984) 35 Cal.3d 564, 570. The Cross-Complaint contains conclusory allegations that the use was open, notorious, continuous, and adverse for a period of five years but provides no specific facts. The Court cannot consider conclusory statements. *Hood, supra* 65 Cal.App.4th at 438. The Court finds that the Cross-Complaint fails to allege sufficient facts to support a claim of a prescriptive easement.

As for the purported implied easement, the Cross-Complaint suffers from the same defects. It provides only conclusory statements but no specific facts. The Court cannot determine if the Cross-Complainant is requesting an implied easement by reservation or an implied conveyance. The Court finds that the Cross-Complaint fails to allege sufficient facts to support a claim of an implied easement by reservation or by implied conveyance.

As for the declaratory relief cause of action, the Court finds it also fails to state sufficient facts. A declaratory relief cause of action requires an “actual controversy relating to the legal rights and duties between the respective parties....” CCP § 1060. Here, the declaratory relief is based on a claim or interest in the real property at issue. For the reasons noted above, Cross-Defendant has failed to allege sufficient facts to support a quiet title claim for an easement. Without a valid claim, there is no actual controversy.

The demurrer is **SUSTAINED** with leave to amend. Cross-Complaint is granted leave to file an Amended Cross-Complaint within 10 days of service of the notice of entry of order. A proposed order was lodged with the Court which will be modified to conform to the Court’s final ruling.

WELLS FARGO BANK, N.A. VS. ZUMSTEG

CASE NUMBER: 25CVG-01553

Tentative Ruling on Motion for Judgment on the Pleadings: Plaintiff Wells Fargo Bank, N.A. moves for judgment on the pleadings pursuant to CCP § 438. Despite being properly noticed, Defendant Lucas J Zumsteg did not file an Opposition.

Meet and Confer. Before filing a motion for judgment on the pleadings, the moving party shall meet and confer in person, by telephone, or video conference with the opposing party. CCP § 439(a). Plaintiff has provided evidence that a letter was sent to Defendant informing Defendant Plaintiff’s intention to move for judgment on the pleadings. While the meet and confer efforts were not in person, by telephone, or video conference as required, a determination by the Court that the meet and confer process was insufficient shall not be grounds to grant or deny the motion for judgment on the pleadings. CCP § 439(a)(4).

Request for Judicial Notice. Plaintiff requests the Court take judicial notice of the Complaint and Answer filed in this matter. The request is granted pursuant to Evid. Code §§ 452(d) and 453.

Merits. CCP § 438(c)(1)(A) provides a plaintiff may move for judgment on the pleadings if the complaint states sufficient facts to constitute a cause of action and the answer does not state facts sufficient to constitute a defense to the complaint. The grounds for the motion shall appear on the face of the pleading or from any matter of which the Court can take judicial notice. CCP § 438(d).

The Complaint filed July 30, 2025 was drafted using Judicial Council form PLD-C-001 and contains two breach of contract causes of action. In the First Cause of Action, Plaintiffs alleges that the parties entered into a written contract on September 6, 2015 and that Defendant breached the contract on October 6, 2024 by failing to remit any further payment on the account, that Plaintiff has performed all obligations to Defendant, and that Plaintiff has suffered damages in the amount of \$13,067.34. The Second Cause of Action alleges a breach of contract based on an implied in fact contract with the same basic allegations, however, instead of a written contract, Plaintiff alleges that Plaintiff issued Defendant a credit card that Defendant accepted and used, and that in exchange for the use of the card, Defendant agreed to pay principal and interest. Plaintiff attached the Consumer Credit Card Agreement and Disclosure Statement Visa as Exhibit A to the Complaint. In the Answer, Defendant checked Item 3.a. indicating that Defendant admits that all of the statements in the Complaint are true except facts listed. Defendant listed no facts. Under the prayer, Defendant wrote, “I do not deny that I owe Wells Fargo money. I simply would like some sort of settlement and re-pay program that would allow me to pay off the debt over time.”

“To prevail on a cause of action for breach of contract, the plaintiff must prove (1) the contract, (2) the plaintiff’s performance of the contract or excuse for nonperformance, (3) the defendant’s breach, and (4) the resulting damage to the plaintiff.” *Richman v. Hartley* (2014) 224 Cal. App. 4th 1182, 1186. Plaintiff has alleged all the necessary elements for each cause of action and Defendant has admitted the allegations are true.

The motion is **GRANTED**. Judgment is in favor of the Plaintiff in the amount of \$13,067.34. A proposed order and proposed judgment were lodged with the Court and will be modified to reflect the Court’s final ruling. The Court notes that the proposed Judgment includes costs. A Memorandum of Costs has not been filed. Therefore costs will not be included in the judgment.

WHITE VS. PERRIN CONSTRUCTION, INC., ET AL.
CASE NUMBER: 25CV-0208754

Tentative Ruling on Motions to Compel Further Responses to Discovery: Plaintiff James White filed two motions compelling further responses to Plaintiff’s Form Interrogatories, Set One, No. 4.1 and Plaintiff’s Request for Production, Set One, No. 5. Defendant Perrin Construction, Inc. opposed both motions. As a preliminary matter, the Court finds that the motions were timely filed.

Meet and Confer. A party seeking further responses to discovery must meet and confer in an attempt to resolve the issue prior to filing the motion. The Court finds that Plaintiff complied with the meet and confer requirement.

Merits. Form Interrogatory No. 4.1 seeks information regarding any insurance policies in effect at the time of the incident where the defendant was or might be insured in any manner for claims that arose from the incident. No. 4.1 is based on CCP § 2017.210.

A party may obtain discovery of the existence and contents of any agreement under which any insurance carrier may be liable to satisfy in whole or in part a judgment that may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment. This discovery

may include the identity of the carrier and the nature and limits of the coverage. A party may also obtain discovery as to whether that insurance carrier is disputing the agreement's coverage of the claim involved in the action, but not as to the nature and substance of that dispute. Information concerning the insurance agreement is not by reason of disclosure admissible in evidence at trial.

CCP § 2017.210

Request for Production, Set One, No. 5 seeks any policy document identified in Form Interrogatory 4.1. Rather than providing the information requested, Defendant took the position that because an insurance carrier denied coverage for the incident, that the information regarding that policy was not subject to discovery. The basis for this argument appears to be that because coverage was denied, the "may be liable" language excludes the policy. This position ignores that CCP § 2017.010 includes "A party may also obtain discovery as to whether that insurance carrier is disputing the agreement's coverage of the claim involved in the action, but not as to the nature and substance of that dispute." While the policy itself has not been disclosed, in order to obtain a denial, Defendant must have submitted this incident to the insurance company. The insurance company denying coverage does not mean that Plaintiff no longer has the right to discovery as to the policy. Defendant's position is unreasonable and not supported by statute or case law. Defendant should have provided the requested information without any objection as this is basic and standard information that is so commonplace that it is listed in the general Form Interrogatories. The motions are **GRANTED**.

Sanctions. Plaintiffs request sanctions in the amount of \$1,357.20 total between the two motions. This is based on 5.5 hours at \$225 per hour and the two \$60 filing fees. The Court finds that the hours expended and hourly rate requested are reasonable. The Court further finds that Defendant did not act with substantial justification. Although Defendant eventually offered to provide the policy, Defendant did not do so and refused to amend their discovery responses. Sanctions are awarded to Plaintiff as requested.

The motions are both **GRANTED**. Complete responses to Form Interrogatories, Set One, No. 4.1 and Request for Production, Set One, No. 5 are ordered to be provided within fifteen days of today's hearing. Sanctions are awarded to Plaintiff in the amount of \$1,357.20 (\$678.60 per motion). Plaintiff provided proposed Orders that will be modified to reflect the Court's ruling.

WRIGHT, ET AL. VS. OROS BORJON, ET AL.

CASE NUMBER: 25CV-0208213

Tentative Ruling on Motion for Summary Judgment: Plaintiff Patricia L. Wright, Trustee of the Patricial L. Wright Trust DTD July 8, 2020 and Plaintiff Deborah Lee Hammerich, Trustee of the 2005 Amendment and Restatement of the 2000 Deborah Lee Hammerich Revocable Trust DTD September 28, 2020 move for summary judgment on their Complaint for Partition filed on July 16, 2025. Defendants Jose Fernando Oros Borjon and Ivonne Oros Borjon, Trustees of the Borjon Family Trust DTD January 19, 2019 filed a Limited Response to the motion.

As a preliminary matter, the Court notes that Defendants, who are proceeding in pro per, are named as Trustees of the Borjon Family Trust DTD January 19, 2019 Only those actively licensed with the State Bar may practice law in California. B&P Code § 6125. Those who practice law without a license can be both criminally prosecuted and held in contempt. B&P Code §§ 6126 and 6126.3. The privilege of practicing law is confined to appearance on behalf of others and does not affect person's right to appear and conduct his own case. *Gray v. Justice's Court of Williams Judicial Tp., Colusa County* (1937) 18 Cal. App. 2d 420. Persons may represent their own interests in legal proceedings, but may not represent the interests of another unless they are active members of the State Bar. *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal. App. 4th 1251. Non-attorney trustees cannot appear on behalf of a trust when there are other beneficiaries to the trust. *Ziegler v. Nickel* (1998) 64 Cal. App. 4th 545.

If there are other beneficiaries to the Borjon Family Trust DTD January 19, 2029, Defendants are unable to appear without counsel. If there are no other beneficiaries, the matter can proceed. Prior to proceeding with hearing on the motion, the Court intends to seek clarification from Defendants regarding whether there are any other beneficiaries to the trust. The Court will only proceed with the following tentative ruling if Defendants are able to proceed without counsel.

Request for Judicial Notice. Plaintiffs request the Court take judicial notice of four separate Grant Deeds provided at Exhibits 1-4. Defendants did not object. The request is granted pursuant to Evid. Code §§ 452(c) and 453.

Merits. A motion for summary judgment shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. CCP § 437c(c). A plaintiff has met his burden of showing that there is no defense to a cause of action if that party has proved each element of the cause of action entitling the party to judgment on the cause of action. Once the plaintiff has met that burden, the burden shifts to the defendant to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto. CCP § 437c(p)(1).

The Complaint alleges a single cause of action seeking partition by sale of the real property located at 42324 Blue Heron Circle in Old Station, California. The property is a single family home and Plaintiffs each own 1/3 undivided interest and Defendants own the remaining 1/3. Therefore, the parties collectively own 100% of the interest in the property. Ownership is as tenants in common. Civ. Code § 686. There is no dispute as to the interests of the parties. Plaintiffs have presented evidence that they are entitled to partition as there has been no valid waiver. Therefore, Plaintiffs have met their burden. Defendants failed to raise any triable issues of material fact.

“If the court finds that the plaintiff is entitled to partition, it shall make an interlocutory judgment that determines the interests of the parties in the property and orders the partition of the property and, unless it is to be later determined, the manner of partition.” CCP § 872.720. The Court notes that the property is a single family home, therefore, partition in kind is not practicable and the Court will order partition by sale. The Court further notes that The Partition of Real Property Act applies as this action was filed on July 16, 2025.

Plaintiffs’ Motion for Summary Judgment is **GRANTED**. The Court has reviewed the proposed Interlocutory Judgment and Order submitted by Plaintiffs and notes that there is significant extraneous information regarding the next steps. While this is helpful, it is not properly part of the Order at this juncture and the Court will modify the proposed Order. The Court vacates the June 16, 2026 trial date and will place this matter on calendar on **Monday, May 18, 2026 at 9:00 a.m. in Department 63** for status of determination of fair market value.

9:00 a.m. – Review Hearings

ABBEY, ET AL. VS. ROSEBURG FOREST PRODUCTS, CO

CASE NUMBER: 25CV-0208406

This matter is on calendar for review regarding status of expedited petitions. The Court notes that the expedited petition for minor Konstance Ripley was approved on April 14, 2026. The matter is continued to **Monday, June 29, 2026 at 9:00 a.m. in Department 63** for confirmation of deposit and status of dismissal. **No appearance is necessary on today’s calendar.**

BURROWS VS. GARRIGUS, ET AL.

CASE NUMBER: 24CV-0205757

This matter is on calendar for status of appraisal. Plaintiff has not submitted a motion or ex parte application to approve an appraiser. The Court notes that Plaintiff notice a Motion for Award of Attorney Fees and Costs for May 4, 2026. **An appearance is necessary on today’s calendar.**

CRUZ VS. WINCO FOODS, LLC

CASE NUMBER: 24CV-0204817

This matter is on calendar for review regarding status of the case. Cross-Defendant Diamond Janitorial Company, LLC was named in both Cross-Complaints and has not appeared. The matter is continued to **Monday, June 22, 2026 at 9:00 a.m. in Department 63** for status of responsive pleading and trial setting. The parties are ordered to take the necessary steps to get the matter at issue. **No appearance is necessary on today's calendar.**

DAY VS. DAY

CASE NUMBER: 23CV-0203736

This matter is on calendar for review regarding status of receipt of verified appraisal report. An appraisal report with proper verification was filed on April 16, 2026 and is accepted by the Court. **An appearance is necessary on today's calendar to discuss the manner of the sale per CCP § 873.520.**

DUNNE, ET AL. VS. POLARIS INDUSTRIES, INC., ET AL.

CASE NUMBER: CVPO21-0198252

This matter is on calendar for review regarding status of judgment/dismissal. The Court notes that the matter is on calendar on April 27, 2026 for further proceedings on two minor's compromise petitions. The matter is continued to **Monday, April 27, 2026 at 9:00 a.m. in Department 63** for status of the case. **No appearance is necessary on today's calendar.**

FERGUSON VS. SANCHEZ

CASE NUMBER: 24CVG-01998

This matter is on calendar for review regarding trial setting. The previous trial date was vacated due to the unavailability of a courtroom. The Court designates this as a Plan III matter and intends to set the matter for trial no later than December 15, 2026. Plaintiff has waived the right to a jury and requested a court trial. Defendant posted jury fees. The parties are ordered to meet and confer prior to the hearing regarding proposed dates for jury trial. **An appearance is necessary on today's calendar.**

IRVINE VS. MOSCONI, ET AL.

CASE NUMBER: 24CV-0205594

This matter is on calendar for trial setting. The Court finds this matter to be exempt from plan designation and intends to set the matter for trial no later than October 2026. Plaintiff has posted jury fees but Defendant has not. Defendant is granted 10 days leave to post jury fees. A failure to post jury fees in that time will be deemed a waiver of the right to a jury. The parties are ordered to meet and confer prior to the hearing regarding proposed dates for trial. **An appearance is necessary on today's calendar.**

ITRIA VENTURES LLC VS. KAMFOLT

CASE NUMBER: 23CV-0203471

This matter is on calendar for review regarding status of the case. The Court notes that Plaintiff obtained a judgment and that the Cross-Complaint was dismissed without prejudice on this morning's Law & Motion calendar. The clerk is directed to close the file and vacate any future dates. **No appearance is necessary on today's calendar.**

STEVENSON, ET AL. VS. MERCY MEDICAL HOSPITAL, ET AL.

CASE NUMBER: 25CV-0206834

This matter is on calendar for review regarding status of responsive pleadings and trial setting. The Court notes that the Complaint was filed on January 16, 2025 and the First Amended Complaint was filed on February 11, 2026. The Order to Amend Complaint issued on February 5, 2026 and required that Defendants who had appeared file responsive pleadings within 30 days. Only Defendants Defendant Pardeep Athwal, MD , Khiara Scolari, PA-

C, and Dana Detwiler, CRNA have answered the First Amended Complaint. Defendants Ibraheem Kayali, MD and Mercy Medical Center Redding did not respond to the First Amended Complaint. Defendant Matther Herring, MD never appeared in response to the Complaint. Defendant Kiruba Dharaneeswaran, MD noticed for June 8, 2026 a Demurrer to the Complaint (not the First Amended Complaint). Defendant Kiruba Dharaneeswaran, MD was not served with the First Amended Complaint. Plaintiff needs to take the necessary steps to get this matter at issue. **An appearance is necessary on today's calendar to discuss the Demurrer noticed for June 8, 2026 as it appears to be moot since it is not based on the operative pleading (First Amended Complaint). In addition to addressing the Demurrer, the Court will address service of the First Amended Complaint. The Court intends to issue an Order to Plaintiff requiring that Plaintiff file a status statement listing the status of all named parties no less than five court days prior to the next review hearing.**

THOMPSON VS. NISSAN NORTH AMERICA, INC.

CASE NUMBER: 25CV-0207078

This matter is on calendar for review regarding status of mediation and trial setting. The Court notes that the matter is at issue. The Court designates this matter as a Plan III case. If the matter did not settle in mediation, the Court intends to set the matter for trial no later than February 2, 2027. Neither side has posted jury fees. The parties are granted 10 days leave to post jury fees. A failure to post jury fees in that time will be deemed a waiver of the right to a jury. The parties are ordered to meet and confer prior to the hearing regarding proposed dates for trial. **An appearance is necessary on today's calendar.**

WILKINSON VS. WILKINSON, ET AL.

CASE NUMBER: 23CV-0202523

This matter is on calendar for review regarding status of the probate matter. A Petition for Letters of Administration was filed in Humboldt County. A hearing on the Petition was set for May 7, 2026. The matter is continued to **Tuesday, May 26, 2026 at 9:00 a.m. in Department 63** for status of the probate matter. Both parties are ordered to file status statements no less than five court days prior to the next review hearing. **No appearance is necessary on today's calendar.**