

**PLACER COUNTY SUPERIOR COURT
CIVIL LAW AND MOTION TENTATIVE RULINGS
TUESDAY, OCTOBER 27, 2026**

These are the tentative rulings for civil law and motion matters set at **8:30 a.m. on Tuesday, October 27, 2026**. The tentative ruling will be the court's final ruling unless notice of appearance and request for oral argument are given to all parties and the court by **4:00 p.m., Monday, October 26, 2026**. Notice of request for oral argument to the court must be made by calling (916) 408-6481. Requests for oral argument made by any other method will not be accepted. Prevailing parties are required to submit orders after hearing to the court within 10 court days of the scheduled hearing date, and after approval as to form by opposing counsel. Court reporters are not provided by the court. Parties may provide a court reporter at their own expense.

Except as otherwise noted, these tentative rulings are issued by the **HONORABLE TRISHA J. HIRASHIMA** and if oral argument is requested, it will be heard at **8:30 a.m. in Department 32**, located at 10820 Justice Center Drive, Roseville, California 95678.

<p>PLEASE NOTE: REMOTE APPEARANCES ARE STRONGLY ENCOURAGED FOR ALL CIVIL LAW AND MOTION MATTERS. (Local Rule 10.24.) More information is available at the court's website: www.placer.courts.ca.gov.</p>

1. M-CV-0081949 Brewer Road Partners v. Storer, Jeremiah M

The motion to set aside void judgment and for other orders is continued to **November 17, 2026 at 8:30 a.m. in Department 32**.

2. M-CV-0098693 Smith, Charley D v. Murphy, Anna M

Quinn Killingsworth's motion to set aside judgment is continued to **November 5, 2026 at 8:30 a.m. in Department 3** to be heard by **Commissioner Albert A. Erkel**. The court on its own motion extends the stay of execution of judgment ordered on October 14, 2026 to November 5, 2026 at 12:00 p.m.

3. S-CV-0050336 Bal, Gurman v. Amerio, Ashley R

Plaintiff Gurman Bal moves to set aside orders of the court issued April 10, 2024, June 6, 2024, and May 29, 2026, by Commissioner Christine Dehr.

Defendant's anti-SLAPP motion was heard February 1, 2024. A written ruling on the motion was issued April 10, 2024. Defendant's motion for attorney's fees was set for hearing June 6, 2024. Commissioner Dehr issued a tentative ruling the court day prior to

the hearing, and as no parties requested oral argument or otherwise objected, the tentative ruling was adopted on June 6, 2024.

Plaintiff does not claim the parties were not provided notice at the time of the hearing on February 1, 2024, that a pro tem judge was hearing the motion, but claims the parties were not informed that Pro Tem Judge Dehr was a qualified member of the State Bar, and no written stipulation was obtained. It is noted plaintiff was personally present at the hearing, and that his retained counsel and opposing counsel both orally stipulated to proceeding with no objection being raised. Plaintiff argues a commissioner must obtain a written stipulation of the parties pursuant to Code of Civil Procedure section 259(d). Plaintiff also claims, without any evidentiary or factual support, that Commissioner Dehr was not “otherwise qualified” to preside over the hearing on the anti-SLAPP motion.

The court notes Local Rule 20.2(B), which provides that when a regularly scheduled law and motion calendar is heard by a commissioner, the parties must file written notice indicating whether or not they will stipulate, with the failure to file such notice being deemed a stipulation to the commissioner for all purposes other than trial. Plaintiff fails to establish that this local rule is invalid or preempted by other law.

Additionally, the court notes plaintiff appealed from Commissioner Dehr’s ruling granting the anti-SLAPP motion on or about May 21, 2024, and the Court of Appeal issued a decision affirming the judgment on August 27, 2025. Plaintiff then filed a non-stipulation to commissioner on April 30, 2026, and May 20, 2026. Commissioner Dehr determined the non-stipulations to be untimely under Local Rule 20.2(B), and granted further attorneys’ fees by written ruling filed May 29, 2026. This motion followed.

Plaintiff fails to establish that Commissioner Dehr’s orders in this case were void under Code of Civil Procedure section 473(d). Plaintiff otherwise fails to establish a basis to conclude the orders were voidable, or any other valid basis to grant the relief requested.

Plaintiff’s motion to set aside orders is denied.

4. S-CV-0051302 Hapai, Deanna v. Placer County Animal Srvc.

If oral argument is requested, it will be heard in Department 32. Department 32 is located at **10820 Justice Center Drive, Roseville, California 95678.**

Motion for Leave to File Cross-Complaint

Defendants move for leave to file a cross-complaint. Plaintiffs oppose the motion.

Plaintiffs’ request for judicial notice is granted.

A party who fails to plead a cause of action subject to the requirements of this article, whether through oversight, inadvertence, mistake, neglect, or other cause, may apply to the court for leave to . . . file a cross-complaint[.] . . . The court,

after notice to the adverse party, shall grant, upon such terms as may be just to the parties, leave to . . . file the cross-complaint . . . if the party who failed to plead the cause acted in good faith. This subdivision shall be liberally construed to avoid forfeiture of causes of action.

(Code Civ. Proc., § 426.50.)

The courts' liberal policy under Code of Civil Procedure section 426.50 requires granting leave unless bad faith is shown. (*Foot's Transfer & Storage v. Superior Court* (1980) 114 Cal.App.3d 897, 902.) Section 426.50 expressly disallows denial of a motion based on neglect, inadvertence, or oversight. (*Silver Organizations Ltd. v. Frank* (1990) 217 Cal.App.3d 94, 101.) A cross-complaint may be filed belatedly where there is no substantial injustice or prejudice to the opposing party. (*Foot's Transfer & Storage, supra*, 114 Cal.App.3d at pp. 903-904.) Further, "[a]n honest mistake of law is a valid ground for relief when the legal problem posed 'is complex and debatable.'" (*State Farm Fire & Casualty Co. v. Pietak* (2001) 90 Cal.App.4th 600, 611.)

Contrary to plaintiffs' assertions in opposition, defendants present sufficient evidence that defense counsel's mistake was made in good faith. While preparing the answer to the first amended complaint, defense counsel misinterpreted the section 426.60, subdivision (c) of the Code of Civil Procedure as applying in defendants' case to exempt from the compulsory filing of a cross-complaint for related causes of action because defendants intended to file for declaratory relief regarding the parties' obligation under the foster contract. Upon further research, defense counsel later realized that the section did not apply.

A "related cause of action" is one that "arises out of the same transaction, occurrence, or series of transactions or occurrences as the cause of action which the plaintiff alleges in his complaint." (Code Civ. Proc., § 416.10, subd. (c).) Under the logical relationship test, related causes of action have a logical relationship between them, involving an overlap of "factual or legal issues relevant to both claims[.]" (*Currie Medical Specialties, Inc. v. Bowen* (1982) 136 Cal.App.3d 774, 777.) Here, defendants allege that the parties entered into a foster contract, which provided that plaintiffs would indemnify, hold harmless, and defend defendants for the specific circumstances set forth in plaintiffs' complaint. Plaintiffs' initial complaint gives rise to the defendants' proposed causes of actions for 1) declaratory relief, 2) express contractual indemnity, and 3) breach of contract relating to the foster contract between the parties. Since each parties' causes of action arise out of the same transaction and incident in which the parties entered into a dog fostering arrangement with each other, defendants' proposed causes of action are related to the plaintiffs' causes of action and had to be raised in a cross-complaint filed with the answer to avoid forfeiture.

Under the circumstances, defendants' delay in filing their cross-complaint does not rise to the level of bad faith, nor do plaintiffs show they would be prejudiced by granting this motion. The motion is granted and the court gives leave for defendants to file a cross-complaint to avoid forfeiture of their related causes of action. Defendants shall file and serve the cross-complaint on or before November 6, 2026.

5. S-CV-0053973 Holt of Cal. v. Viking Forebay Holdings

If oral argument is requested, it will be heard in **Department 32** by the Honorable Trisha J. Hirashima.

Motion for Summary Adjudication

Plaintiff moves for summary adjudication of the first cause of action of the first amended complaint (“FAC”), to set aside a voidable transaction, as against all defendants. Defendants Viking Forebay Holdings, LLC, DRT Rentals, Inc., and Dustin R. Taylor (“Viking defendants”) oppose the motion, as to defendants Roseville RV Storage, LLC and John P. Taylor (“RRVS defendants”). To avoid repetition and confusion, defendants Dustin R. Taylor and John P. Taylor will be referred to by their first names; no disrespect is intended.

Evidentiary Rulings

Plaintiff’s request for judicial notice is granted as to Exhibits 1 through 6. As to Exhibits 7 through 22, the court takes judicial notice that these are documents filed in court but does not take judicial notice of the information alleged or declared therein.

Viking defendants’ request for judicial notice is granted.

RRVS defendants’ objections are sustained as to objection numbers 2, 3, and 5 through 7, 9, and 10 and are otherwise overruled.

Plaintiff’s objections to the declarations of John P. Taylor, Gene E. Williams, and RRVS defendants’ SSAMF No. 20 are overruled.

Ruling on the Motion

A party may move for summary adjudication as to one or more causes of action if the party contends there is no affirmative defense to the cause of action. (Code Civ. Proc., § 437c, subd. (f)(1).) The moving party bears the initial burden of establishing each element of the cause of action entitling them to judgment as a matter of law. (*Id.* subds. (f)(1), (p)(1).) Only if this initial burden is met will the burden shift to the opposing party to establish a triable issue of material fact. (*Id.* subd. (p)(1).) In reviewing a motion for summary adjudication, the court must view the supporting evidence and all reasonable inferences drawn from the evidence in the light most favorable to the opposing party. (*Aguilar v. Atlantic Richfield Company* (2001) 25 Cal.4th 826, 843.) Summary adjudication shall not be granted based on inferences reasonably deducible from the evidence if contradicted by other inferences that raise a triable issue of material fact. (Code Civ. Proc., § 437c, subd. (c).) The court reviews the motion with these principles in mind.

Before taking into consideration the court's evidentiary rulings discussed above, plaintiff attempted to present evidence that on May 1, 2023, defendant DRT was indebted to plaintiff in the amount of \$3,130,189.17. (SSUMF No. 1.) On May 8, 2023, DRT executed and delivered to plaintiff a secured promissory note for the original principal amount owed and secured by a security interest in certain construction equipment owned by DRT. (SSUMF Nos. 2–3.) On April 15, 2024, defendant DRT signed a stipulation for entry of judgment and turnover upon default whereby DRT was to make periodic payments to plaintiff with all sums owed under the 2023 note to be paid in full by October 2024. (SSUMF Nos. 4–5.) Plaintiff performed pursuant to the 2023 note and the 2024 stipulation, but DRT defaulted in payments. (SSUMF Nos. 6–7.) On September 5, 2024, plaintiff provided DRT a notice of default and opportunity to cure, demanded return of the collateral, and demanded payment of the balance due. (SSUMF No. 8.) On October 29, 2024, plaintiff commenced a breach of contract action against DRT and Dustin in San Joaquin County Superior Court case number STK-CV-UBC-2024-0014690. (SSUMF No. 9.) As of November 1, 2025, the amount DRT owes plaintiff is \$2,899,965.76. (SSUMF No. 10.)

On June 30, 2021, DRT acquired title to real property known as 9325 Viking Place, Roseville, CA 95747 (APN 474-110-013-000) (“the subject real property”) encumbered by a Deed of Trust in favor of the lender, Viking Place, LLC, securing the loan for the purchase of the property. (SSUMF Nos. 11–12.) On or about June 13, 2024, Viking Forebay filed its Articles of Organization, signed by DRT's principal Dustin, with the California Secretary of State. (SSUMF No. 13.) On June 20, 2024, a Grant Deed transferring the property from DRT to Viking Forebay was recorded. (SSUMF No. 14.) On June 13, 2024, RRVs filed its Articles of Organization, signed by John's wife Heather Daly, with the California Secretary of State. (SSUMF No. 15.) On July 1, 2024, a mere 11 days after acquiring title to the real property, Viking Forebay executed a grant deed transferring the property to RRVs, which was recorded on October 24, 2024. (SSUMF No. 16.)

Beginning in 2015, John and DRT entered into a joint business venture wherein John would place certain pieces of his construction equipment in DRT's construction equipment rental fleet to be rented to DRT's customers. (SSUMF No. 17.) In exchange, John would receive 85% of the rental proceeds and DRT would retain 15%. (SSUMF No. 17.) As part of their joint venture, John and DRT agreed that DRT would purchase equipment and vehicles for John and the equipment would be delivered to John. (SSUMF No. 18.) On October 18, 2023, John and Dustin entered into an agreement whereby John agreed to loan Dustin \$125,000 to be repaid by November 3, 2023. (SSUMF No. 19.)

Around November 2023 as part of their joint business venture, DRT and John agreed that John would pay the balance then owed by DRT to plaintiff to convert seven pieces of construction equipment DRT had been renting from plaintiff to purchases for DRT. (SSUMF Nos. 20–21.) DRT would then sell the equipment and John would receive his initial investment of cash from the sale proceeds and any surplus would be equally divided between DRT and John. (SSUMF No. 20.) DRT received payments from John

but did not provide that payment to plaintiff for the equipment; John claims DRT owes him for the payment. (SSUMF Nos. 22–23.)

Around May 2024, John provided DRT with a letter of intent proposing to purchase the subject real property from DRT for \$4.6 million and DRT would transfer the subject real property to a new California LLC that would be created (RRVS), with payment to be made by debt forgiveness, wire transfer, or future deferral rental. (SSUMF No. 24.) John testified he determined the purchase price by calculating the amount he claimed was due from DRT to be \$1,725,019.37, comprised of the funds provided for the Holt Equipment and the short-term personal loan (what plaintiff refers to as the “Bogus Debt”) and that he encouraged DRT to try to obtain a higher purchase price from other buyers and that he would gladly accept a check for payment in lieu of purchasing the property. (SSUMF Nos. 25–26.) Beginning in November 2023, a prospective buyer offered to purchase the subject real property for \$4.3 million, but DRT declined the offer; in May 2024, DRT renewed its interest in the offer by proposing to sell the property for “\$4.8 or 4.9 million” with “a 5-year lease back.” (SSUMF No. 27.) On June 14, 2024, the non-litigant buyer offered a purchase price of \$4,950,000. (SSUMF No. 28.)

On July 1, 2024, DRT, Dustin, Viking Forebay, John, and RRVS executed a settlement agreement and release wherein Viking Forebay will transfer the property to RRVS and the parties purport to resolve their dispute about the repayment John claimed DRT owed him (“the Bogus Debt”) and the purchase of plaintiff’s equipment. (SSUMF Nos. 29–30.) The settlement agreement does not include the fair market value of the property, only that “the parties agree that the value of the subject real property equals such outstanding balance, which value has been negotiated by the parties at arm’s length,” nor does it include the \$4.6 million purchase price from the letter of intent. (SSUMF Nos. 31–32.) The settlement agreement does not include exhibits referenced in the settlement agreement nor does it mention any sums owed by DRT to John and vice versa, although these offsets and credits are part of John’s calculations of the purchase price. (SSUMF Nos. 33–34.) Plaintiff was not a party to the settlement agreement. (SSUMF No. 35.) An escrow company was not used to complete the transfer of the property. (SSUMF No. 36.) No purchase agreement was executed by the parties. (SSUMF No. 37.) The preliminary change in ownership report submitted to the Assessor’s Office states a purchase price of \$3,513,250.59, which is not mentioned in the settlement agreement, letter of intent, or any documents relied on by John during discussions with DRT to purchase the subject real property. (SSUMF No. 38.) At the time of the settlement agreement, DRT was insolvent and unable to pay its debts and there are at least 13 civil actions against DRT filed between May 2024 and December 2025 seeking money damages totaling over \$6 million for sums owed. (SSUMF Nos. 39–41.)

However, in light of the court’s rulings on RRVS defendants’ objections, all or a portion of plaintiff’s undisputed fact numbers 18, 27, 28, 29, 31, 35, and 44 are not in evidence for the purpose of this motion. Given the court’s ruling granting plaintiff’s request for judicial notice for RJN Exhibits 7 through 22 as to the fact of filing but not as to the information alleged or declared therein, portions of plaintiff’s undisputed fact numbers 9 and 41 are not in evidence for the purpose of this motion. At times, plaintiff’s argument

relies on facts not included in the separate statement. For example, plaintiff asserts that at least two out-of-state judgments have been entered against DRT and then domesticated in Placer County, but the separate statement does not mention any judgments entered against DRT, only cases that have been filed. A separate statement shall “set[] forth plainly and concisely all material facts that the moving party contends are undisputed. . . . The failure to comply with this requirement of a separate statement may in the court’s discretion constitute a sufficient ground for denying the motion.” (Code Civ. Proc., § 437c, subd. (b)(1).) While the court is not precluded from considering evidence outside of the separate statement, it is under no obligation to do so. (See *San Diego Watercrafts, Inc. v. Wells Fargo Bank, N.A.* (2002) 102 Cal.App.4th 308, 315 [holding the question of whether to consider evidence not referenced in a separate statement rests with the sound discretion of the trial court].) The court declines to consider evidence outside of the parties’ respective separate statements for consideration of this motion.

For plaintiff to prevail on its first cause of action to set aside a voidable transaction, plaintiff must establish that (1) a creditor-debtor relationship exists, (2) the debtor made a transfer of real property, and (3) that the transfer was voidable under one of the three statutory theories set forth in Civil Code sections 3439.04(a)(1) (“with actual intent to hinder, delay, or defraud any creditor of the debtor”), 3439.04(a)(2) (constructive fraud), or 3439.05 (if the debtor made the transfer without receiving a reasonably equivalent value in exchange for the transfer and was insolvent). “Reasonably equivalent value is the value of property on the date of the transfer from the perspective of the creditors. [Citations.] Courts may consider the fair market value or what would be the fairly equivalent value of the property, taking into consideration all of the specific circumstances of each case affecting the value of the asset. [Citations.]” (*In re JTS Corp.* (9th Cir. 2010) 617 F.3d 1102, 1109, applying California state law.) “[T]he burden of proving a disparity between the value of the property and the debt assumed is on the creditor.” (*Burrows v. Jorgensen* (1958) 158 Cal.App.2d 644, 647.) Satisfaction of an antecedent debt can constitute value for evaluating reasonably equivalent value. (*Universal Home Improvement Inc. v. Robertson* (2020) 51 Cal.App.5th 116.) “A debtor is insolvent if, at a fair valuation, the sum of the debtor’s debts is greater than the sum of the debtor’s assets.” (Civ. Code, § 3439.02, subd. (a).) “A debtor that is generally not paying the debtor’s debts as they become due other than as a result of a bona fide dispute is presumed to be insolvent. The presumption imposes on the party against which the presumption is directed the burden of proving that the existence of insolvency is more probable than its existence.” (Civ. Code, § 3439.02, subd. (b).) “[A] finding of insolvency by the standard of a debtor not paying debts when they become due requires more than merely establishing the existence of a few unpaid debts. [Citation.]” (*Berg & Berg Enterprises LLC v. Boyle* (2009) 178 Cal.App.4th 1020, fn. 23.)

Here, plaintiff meets its initial burden as to the first two elements, that plaintiff and defendants are in a creditor-debtor relationship and that the debtor made a transfer of the subject real property. However, plaintiff falls short of its initial burden as to the third element, to show that defendants engaged in intentional fraud, constructive fraud, or made the transfer without reasonably equivalent value and the debtor is insolvent. Plaintiff provides no evidence of intentional fraud other than by attenuated inference.

Moreover, the issue of intent is often difficult to show by way of dispositive motion and should generally be left to the trier of fact. Plaintiff does not provide any direct evidence of the fair market value of the real property, relying instead on John's May 2024 letter of intent to purchase the subject real property from DRT for \$4.6 million with payment to be made by debt forgiveness, wire transfer, or future deferral rental (SSUMF No. 24) and a third-party's offer that is not in evidence in light of the court's rulings on objections. As to satisfaction of an antecedent debt constituting a reasonably equivalent value, plaintiff argues the short-term personal loan and funds to purchase the Holt equipment constitute a "Bogus Debt" without providing evidence why this is a falsified debt. Plaintiff acknowledges that to prove insolvency, more evidence is required than merely establishing the existence of a few unpaid debts and argues it has shown that here, relying on various breach of contract actions that have been filed against defendants. (SSUMF No. 41.) However, given the court's evidentiary rulings outlined above, this information is not before the court for this motion. Moreover, the mere existence of breach of contract cases filed against defendant DRT does not establish liability in those cases or that DRT is insolvent. In short as to the third element, plaintiff's evidence is conclusory and requires the court to make inferences that are at times not reasonably deducible from the evidence and too attenuated. Plaintiff falls short of its initial burden.

Even if plaintiff had met its initial burden, the outcome would still be the same, as defendants provided evidence of one or more triable issues of material fact.

Viking Defendants' Evidence

Towards their burden, Viking defendants submit a responsive statement of undisputed material facts. Viking defendants submit evidence that the \$3,130,189.17 amount plaintiff claims DRT was indebted to plaintiff as of May 1, 2023 was overstated by at least \$1,864,668.88. (RSSUMF Nos. 1, 6, 7, 10.) While disputing the amount owed does not negate the creditor-debtor relationship, it is nonetheless relevant to assess reasonably equivalent value. Viking defendants provide evidence DRT is unaware of the April 15, 2024 stipulation for entry of judgment. (RSSUMF Nos. 4–7.) DRT and John never entered into a joint venture as plaintiff describes. (RSSUMF Nos. 17–18, 20.) DRT, Dustin, Viking Forebay, John, and RRVs executed a settlement agreement where the parties settled legitimate debts in the form of satisfaction of all principal and interest due under the personal loan, complete satisfaction of the DRT equipment obligations, assumption of the outstanding note against the real property by RRVs and DRT was provided with the heavy equipment previously sold by DRT to Light Frame. (RSSUMF Nos. 29–31.) The Settlement Agreement lists the fair market value of the property and the sales price of the property by breaking down the individual consideration comprising the purchase including but not limited to a loan in the amount of \$135,520.55, the purchase of heavy equipment previously sold by DRT to Light Frame with a total value of \$1,589,598.82, and the assumption of the outstanding Deed of Trust held by a third party, Viking Place LLC, in the principal outstanding amount of \$1,770,262.77 with accrued but unpaid interest in the amount of \$1,057,776.99. (RSSUMF Nos. 32, 34, 37, 38.) Viking defendants also provide evidence that DRT was not insolvent but was experiencing financial strain; moreover, DRT and Dustin dispute many of the lawsuits

filed against them and deny collectively owing more than \$6,000,000. (SSUMF Nos. 39–41.)

Viking defendants sufficiently establish one or more triable issues of material fact to meet their burden, in the event plaintiff had met its initial burden.

RRVS Defendants' Evidence

Towards their burden, RRVs defendants submit a responsive statement of undisputed material facts and a statement of additional material facts. RRVs defendants present evidence plaintiff overestimated amounts DRT owed to plaintiff and that plaintiff has failed to provide proper accounting and provide all credits due. (RSSUMF Nos. 1, 6, 10.) RRVs defendants point out and the court agrees that summarizing court filings that allege breach of contract damages is not admissible evidence as to DRT's debts owed and Dustin has testified that several of the sums sought in these claims have been satisfied or are inaccurate. (RSSUMF No. 41.) RRVs defendants submit evidence providing context for the personal loan from John to Dustin. (SSAMF Nos. 1–2.) Dustin entered into an agreement with John whereby John paid off balances owed to plaintiff but that after John purchased the equipment, Dustin provided false documents to mislead John to believe the monies had gone to plaintiff when plaintiff had not in fact been paid. (SSAMF Nos. 3–5.) As additional consideration for acquisition of the subject real property, John agreed to assume a note encumbering the property with an outstanding principal balance of \$1,770,262.70 and interest of \$1,057,776.99. (SSAMF Nos. 12–13.) RRVs defendants submit evidence that at the time of transfer, the subject real property was valued at approximately \$3,750,000. (SSAMF No. 23.) RRVs has made in excess of \$662,141 in capital improvements to the subject real property since its acquisition. (SSAMF No. 24.)

RRVS defendants sufficiently establish one or more triable issues of material fact to meet their burden, in the event plaintiff had met its initial burden.

Based on the foregoing, plaintiff's motion for summary adjudication is denied.

Motion to Reopen Discovery

Defendants John P. Taylor and Roseville RV Storage, LLC move to reopen discovery pursuant to Code of Civil Procedure section 2024.050.

Defendants' request for judicial notice is granted.

The court may grant a party's motion to reopen discovery and may consider any relevant information, including but not limited to the following factors: (1) necessity and reasons for the discovery, (2) diligence of the party seeking to reopen discovery, (3) likelihood reopening discovery would prevent the case from going to trial as scheduled or otherwise prejudice any other party, (4) the length of time that has elapsed between prior trial dates and the current trial date. (Code Civ. Proc., § 2025.050.) Here, defendants point out and a review of the court file confirms they were added into the case by way of the first

amended complaint filed on June 27, 2025 when the trial date of September 8, 2026 was already scheduled. The court file reveals no evidence that these defendants were notified of this trial date and therefore the corresponding discovery cutoff. Finally, plaintiff's motion for summary adjudication filed May 13, 2026 neglected to include the trial date in its notice as required by Rule 3.1110(b)(4) of the California Rules of Court. Defendants have sufficiently shown good cause, despite plaintiff's argument to the contrary. Trial is currently scheduled for May 10, 2027, so it does not appear granting this motion would result in any delay of the trial. Plaintiff falls short of showing any prejudice should the motion be granted.

Based on the foregoing, the motion to reopen discovery is granted.

Plaintiff's request for sanctions is denied.

Motion to Reopen Discovery

Defendants Viking Forebay Holdings, LLC, DRT Rentals, Inc., and Dustin R. Taylor move the court to reopen discovery pursuant to Code of Civil Procedure section 2024.050.

The court may grant a party's motion to reopen discovery and may consider any relevant information, including but not limited to the following factors: (1) necessity and reasons for the discovery, (2) diligence of the party seeking to reopen discovery, (3) likelihood reopening discovery would prevent the case from going to trial as scheduled or otherwise prejudice any other party, (4) the length of time that has elapsed between prior trial dates and the current trial date. (Code Civ. Proc., § 2025.050.) Here, moving defendants submit evidence their prior counsel did not serve any written discovery, they hired a new attorney who substituted into the case on July 14, 2026, leaving less than a month until the discovery cutoff. Defendants have sufficiently shown good cause, despite plaintiff's argument to the contrary. Trial is currently scheduled for May 10, 2027, so it does not appear granting this motion would result in any delay of the trial. Plaintiff falls short of showing any prejudice should the motion be granted.

Based on the foregoing, the motion to reopen discovery is granted.

Plaintiff's request for sanctions is denied.

Motion to Deem Matters Admitted

Plaintiff's motion to deem matters admitted was vacated and is currently set for an informal discovery conference on **December 9, 2026 at 1:00 p.m. in Department 4.** (Notice of informal discovery conference, filed Oct. 22, 2026.)

6. S-CV-0054205 Keller Supply Co. v. Five Star Custom Pools

If oral argument is requested, it will be heard in **Department 32** by the Honorable Trisha J. Hirashima.

Moving party is advised the notice of motion must include notice of the court's tentative ruling procedures. (Local Rule 20.2.3(C).)

Motion for Attorneys' Fees

Defendant and cross-complainant Merchants Bonding Company ("Merchants") moves for an award of attorneys' fees in the amount of \$10,000 from the amount previously deposited with the court by way of interpleader action pursuant to Code of Civil Procedure section 386.6(a). No opposition has been filed.

Merchants filed a motion to deposit and discharge surety pursuant to Code of Civil Procedure section 386, which the court granted on March 17, 2026. The court has discretion to award reasonable attorneys' fees and costs "from the amount in dispute which has been deposited with the court." (Code Civ. Proc., § 386.6, subd. (a).) A review of the court file reveals Merchants deposited \$25,000 on or about June 1, 2026. The court exercises its discretion to award attorneys' fees and costs to Merchants.

As to the hourly rate and hours incurred, the court has carefully reviewed the declaration and supplemental declaration of counsel Sarfati and exhibits thereto as well as the moving papers and the entire court file. Merchants submitted evidence counsel Sarfati's hourly rate is \$240 per hour, which the court finds to be reasonable. Merchants submitted somewhat conflicting evidence as to the number of hours incurred, as counsel Sarfati initially declared having incurred 37.8 hours (Decl. Sarfati, Exh. B thereto) and then, after the court continued this motion for additional information, Merchants submitted a supplemental declaration of counsel Sarfati providing declared evidence of 44.5 hours and 45.7 hours, and in Exhibit 1 thereto, documentation of 47.1 hours, without any explanation of the differences. (Supp. Decl. Sarfati, ¶¶ 5, 12, and Exh. 1 thereto.) The court will accept Exhibit 1's invoicing supporting 47.1 hours. The court finds a reduction of 5.5 hours is necessary as some of the fees incurred appear to be duplicative and some were incurred after the petition to deposit bond was granted and the work performed appears to be unrelated to that petition. However, as the notice of motion sought an award of \$10,000 in attorneys' fees and costs total, the award shall be so limited.

Based on the foregoing, the unopposed motion is granted. Merchants is awarded \$1,145.20 in costs and the reduced amount of \$8,854.80 in attorneys' fees for a total award of \$10,000. The award shall be paid out of the \$25,000 deposit presently with the clerk of the court in this case.

7. S-CV-0055032 Santos, Marcos v. Janiga, Matthew

Defendant's Motion to Compel Further Responses to Special Interrogatories, Set One

Defendant Matthew Janiga moves to compel further responses to special interrogatories, set one, nos. 10, 12, 13, 14, 15, and 42, from plaintiff Marcos Santos.

In response to the motion, plaintiff indicates he will serve amended responses to special interrogatories, nos. 10, 14 and 42. However, as the purported amended responses are not part of the court's record, the court cannot conclude the motion is mooted as to these interrogatories at this time.

The motion is granted as to special interrogatory nos. 10 and 13. Given the claims and defenses alleged in this action, the interrogatories seek information that is relevant and plaintiff fails to demonstrate that privacy concerns outweigh defendant's right to discovery.

The motion is granted as to special interrogatory no. 12. Plaintiff's response to this interrogatory which sets forth numerous objections, but then states "Responding Party will identify all documents related to the subject matter of this litigation", is non-responsive and ambiguous. Plaintiff's objections are overruled.

The motion is granted as to special interrogatory nos. 14 and 42, which plaintiff has also agreed to amend. The motion is denied as to special interrogatory no. 15 as plaintiff's response is adequate.

Further responses are to be served within 10 days of service of notice of entry of the court's order. Defendant's request for monetary sanctions against plaintiff is granted in the amount of \$1,260. (Code Civ. Proc. § 2030.300(d).)

Defendant's Motion to Compel Further Responses to Requests for Production of Documents, Set Two

Defendant Matthew Janiga moves to compel further responses and production of documents as to requests for production, set two, nos. 19, 20, 21, 24, 25, 26, 27, and 28, from plaintiff Marcos Santos.

In response to the motion, plaintiff indicates he will serve amended responses to request nos. 24, 25, 27 and 28. However, as the purported amended responses are not part of the court's record, the court cannot conclude the motion is mooted as to these requests at this time.

Responses to a request for production must include an agreement to comply, a representation of responding party's inability to comply, and/or objections to all or part of the demand. (Code. Civ. Proc. § 2031.210.(a).) An agreement to comply must state that the production will be allowed in whole or in part, and that responsive documents in the

responding party's possession, custody or control will be produced. (Code Civ. Proc. § 2031.220.) A response stating an inability to comply must state that a diligent and reasonable inquiry has been made in an effort to locate the requested documents, and the reason that the responding party is unable to comply. (Code Civ. Proc. § 2032.230.) To state an objection, the responding party must set forth the specific ground for the objection, and identify with particularity the specific document demanded as to which the objection is made. (Code Civ. Proc. § 2031.240(b).)

As to request no. 19, 20, 21, and 26, the court agrees the requests are overbroad and defendant does not establish good cause for the entirety of the requests. However, plaintiff's response which states "Responding Party will provide all documents related to the subject matter of this litigation" fails to comply with the Code of Civil Procedure and is non-responsive. Further response is required.

As to request no. 24, 25, 27 and 28 which plaintiff has agreed to amend, the motion is granted. Plaintiff's response to these requests fails to comply with the Code of Civil Procedure and is non-responsive. Further response is required.

Further responses are to be served within 10 days of service of notice of entry of the court's order. Defendant's request for monetary sanctions against plaintiff is granted in the amount of \$1,260. (Code Civ. Proc. § 2031.320(b).)

8. S-CV-0055953 Safe Nation Found. v. Wildlife Heritage Found.

Defendant is advised that the notice of demurrer and motion to strike must include notice of the court's tentative ruling procedures. (Local Rule 20.2.3(C).)

Demurrer to the Second Amended Complaint

Defendant Wildlife Heritage Foundation, a California Public Benefit Corporation, demurs to the first through fourth causes of action in the second amended complaint (SAC) filed by plaintiff Safe National Foundation, a California Benefit Corporation (formerly Steelheart International Foundation).

Plaintiff, by counsel, James A. Filippi II, filed an opposition to the demurrer. Subsequently, the court granted a motion by plaintiff's counsel to be relieved as attorney of record in this action, with the order becoming effective on or about September 17, 2026. At this time, the court's records do not reflect any subsequent attorney appearing on behalf of plaintiff.

A demurrer tests the pleadings alone and not the evidence or other extrinsic matters, therefore, a demurrer analysis considers only those defects which appear on the face of the pleading or are judicially noticed. (*SKF Farms v. Superior Court* (1984) 153 Cal.App.3d 902, 905.) When considering demurrers, courts assume the truth of the facts alleged in the pleading, as well as those that are judicially noticeable, and read the allegations liberally and in context. (*Schifando v. City of Los Angeles* (2003) 31 Cal.4th

1074, 1081; *Howard Jarvis Taxpayers Assn. v. City of La Habra* (2001) 25 Cal.4th 809, 814.)

As to plaintiff's first cause of action for breach of the terms of the Conservation Easement, the demurrer is sustained. The SAC fails to adequately identify a specific enforceable provision violated by defendant, given the express grant to defendant of broad discretionary approval authority. California law generally prohibits implying duties that negate express discretionary rights. (See *Third Story Music, Inc. v. Waits* (1995) 41 Cal.App.4th 798, 808; *Wolf v. Walt Disney Pictures & Television* (2008) 162 Cal.App.4th 1107, 1120-21.)

As to plaintiff's second cause of action for breach of the implied covenant of good faith and fair dealing, the demurrer is sustained. Plaintiff alleges defendant exercised discretionary approval authority for purposes outside of the Conservation Easement. The Conservation Easement grants defendant the right to withhold approval in its sole discretion, and the implied covenant cannot contradict express grants of discretion. (*Guz v. Bechtel Nat. Inc.* (2000) 24 Cal.4th 317, 349-350.)

As to the third cause of action for intentional interference with prospective economic advantage, the demurrer is sustained. Plaintiff fails to plead independently wrongful conduct separate from defendant's exercise of discretion under the Conservation Easement.

As to plaintiff's fourth cause of action for unfair competition the demurrer is sustained. As alleged, the claim is derivative of the contract and interference claims. Further, the SAC does not allege conduct sufficient to constitute "unlawful" or "unfair" business practices under Business and Professions Code section 17200.

This court previously sustained defendant's demurrer to plaintiff's first amended complaint, granting plaintiff leave to file a second amended complaint. Plaintiff failed to cure the deficiencies previously noted and does not adequately identify additional allegations which could cure the deficiencies. The demurrer is sustained without leave to amend as to the first, second, third and fourth causes of action.

Defendant shall file and serve an answer to the second amended complaint on or before **November 13, 2026**.

Motion to Strike

Defendant moves to strike portions of the SAC seeking punitive damages. Plaintiff did not file a response.

A complaint including a request for punitive damages must include allegations showing that the plaintiff is entitled to an award of punitive damages. (*Caluson v. Superior Court* (1998) 67 Cal.App.4th 1253, 1255.) A claim for punitive damages cannot be pleaded generally and allegations that a defendant acted with "oppression, fraud and malice"

toward plaintiff are insufficient legal conclusions to show that plaintiff is entitled to an award of punitive damages. (*Brousseau v. Jarrett* (1977) 73 Cal.App.3d 864, 872.) Specific factual allegations are required to support a claim for punitive damages. (*Id.*) Civil Code section 3294 authorizes a plaintiff to obtain an award of punitive damages when there is clear and convincing evidence that the defendant engaged in malice, oppression, or fraud.

The motion to strike is granted. Paragraph 179 of the SAC and paragraph 2 of the prayer for relief are hereby stricken from the SAC, without leave to amend.

Defendant shall file and serve an answer to the second amended complaint on or before **November 13, 2026**.

9. S-CV-0056502 Hudson Ins. Co. v. Exclusive Auto Group

Plaintiff's Motion for Summary Judgment is continued to **November 10, 2026 at 8:30 a.m. in Department 32**.

10. S-CV-0057089 MacRae, Weston v. Muller, Andres

The motion for preliminary injunction is dropped from calendar as no moving papers were filed with the court.

11. S-CV-0057232 Yearwood, Jennifer v. Gilbert, Justin M

The demurrer to complaint and motion to strike portions of the complaint are dropped from calendar as moot in light of the first amended complaint filed on October 14, 2026.

12. S-CV-0057553 In re the petition of Wepaymore Funding

Moving party is advised the notice of motion must include notice of the court's tentative ruling procedures. (Local Rule 20.2.3(C).)

Petition for Approval of Transfer of Structured Settlement

The amended petition for approval of transfer of structured settlement payment rights is granted as prayed. In determining whether a proposed transfer should be approved, the court reviews the request to verify that the transfer is fair, reasonable, and in the payee's best interest. (Ins. Code, § 10139.5 (b).) The totality of the payee's circumstances is viewed in light of the factors articulated in Insurance Code section 10139.5 (b)(1) through (15).

The court has carefully reviewed the petition, supporting declarations, and related attachments in light of the factors found in Insurance Code section 10139.5 (b) and finds (1) the transfer is in the best interest of the payee; (2) the payee has been provided a written advisement to seek independent professional advice regarding the transfer and has

knowingly waived the right to receive such advice; (3) the notification, disclosures, and transfer agreement comply with the requirements of Insurance Code sections 10136, 10138, and 10139.5; (4) the transfer does not contravene applicable law or order of the court; (5) the payee understands the terms of the transfer agreement; and (6) the payee does not wish to cancel the transfer agreement. Based upon the foregoing, the court approves the transfer.

13. S-CV-0058072 Besneatte, Joshua Allen v. Grimes, Jessica

The two demurrers to the first amended complaint are continued to **November 17, 2026 at 8:30 a.m. in Department 32** to be heard together with another motion filed in this matter. No further briefing is permitted.
