PLACER COUNTY SUPERIOR COURT
CIVIL LAW AND MOTION TENTATIVE RULINGS
TUESDAY, NOVEMBER 17, 2026

These are the tentative rulings for civil law and motion matters set at **8:30 a.m. on Tuesday, November 17, 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, November 16, 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 on **November 24, 2026 at 8:30 a.m. in Department 32**, located at 10820 Justice Center Drive, Roseville, California 95678.

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.

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

This tentative ruling is issued by the **Honorable Colleen M. Nichols**. If oral argument is timely requested, it will be heard on **Friday, November 20, 2026 at 8:30 a.m. in Department 33** before the Honorable Colleen M. Nichols.

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 to Vacate Void Judgment and for Other Orders

Defendant and judgment debtor David Taylor moves for an order setting aside the June 8, 2023 judgment pursuant to Code of Civil Procedure section 473(d). Defendant and judgment debtor also contends he has suffered a violation of a reasonable accommodation under the Americans with Disabilities Act ("ADA") as no verbatim record was prepared for June 2 and June 23. While the motion does not specify a year for these hearings, it appears from the court file Mr. Taylor is referencing June 2, 2026 and June 23, 2026.

Preliminarily, there is no evidence in the court's file that this motion was served on plaintiff as required by Code of Civil Procedure section 1005(b). The motion is procedurally deficient and must be denied.

Even if the court could reach the substance of Mr. Taylor's arguments, they lack legal or factual merit. Judgment was entered in this unlawful detainer matter on June 8, 2023. The judgment was affirmed by the Appellate Division in and for the County of Placer. The Third District Court of Appeal declined extraordinary relief. The California Supreme Court dismissed review of the matter. As all possible avenues for review have been exhausted and this judgment is final, and in accordance with the court's prior notice to Mr. Taylor in the June 23, 2026 ruling, the motion is summarily denied.

As to Mr. Taylor's argument that he suffered a violation of an accommodation order under the ADA for the court's alleged failure to permit him to use a personal assistance device for a verbatim record, the record does not support any violation. While Mr. Taylor has previously requested reasonable accommodations (more than two years after judgment had already been entered in this unlawful detainer action) and been granted three, none of those orders were made in this case (M-CV-0081949) and none of those orders were made "indefinitely." Should Mr. Taylor believe an ADA accommodation is needed, information as to how to submit such a request is available at www.placer.courts.ca.gov/general-information/ada. Mr. Taylor is also reminded that this case is closed and that he has exhausted all of his avenues for review.

Even if an accommodation order had been in place in this action, which it was not, the court's record does not reflect any violation of an accommodation. The court record reveals Mr. Taylor's prior motion to vacate or set aside void judgment was scheduled for June 2, 2026 and continued by posted tentative ruling to be heard by the trial judge on June 23, 2026. Mr. Taylor requested oral argument (demonstrating he is well aware of the court's tentative ruling procedures) and appeared in court on June 2, 2026, where the judicial officer adopted the tentative ruling to continue the motion to be heard by this court. For the June 23, 2026 continued hearing, the court posted a tentative ruling on June 22, 2026 pursuant to its tentative ruling procedures. (Local Rule 20.2.3.) Mr. Taylor did not request oral argument and the tentative ruling became the final ruling of the court. Mr. Taylor has not shown any violation of an accommodation order.

The motion is denied in its entirety.

2. M-CV-0099022 Winsted Apartments v. Bullock Jr., Tracey

This tentative ruling is issued by the **Honorable Alan V. Pineschi**.

Application to Stay Execution of Judgment

In this unlawful detainer matter, defendant Tracey Bullock, Jr. seeks a stay of execution of judgment through November 30, 2026.

Appearance of the parties is required on **November 17, 2026 at 11:30 a.m. in Department 30**. Department 30 is located at 10820 Justice Center Drive, Roseville, California 95678.

3. S-CV-0050671 Bente, Jennifer v. Granite Wellness Cntrs.

Final Accounting

In this class action, the court preliminarily approved the settlement on October 28, 2025 and granted final approval on June 23, 2026. An order after hearing and judgment were issued on August 12, 2026. On June 23, 2026, the court scheduled this hearing for a final accounting and directing a final accounting status report to be filed by November 3, 2026. No such status report has been filed.

Appearance of the parties is required on **November 24, 2026 at 8:30 a.m. in Department 32**.

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

If oral argument is requested, it will be heard at on **November 24, 2026 at 8:30 a.m. in Department 32**.

Motion for Summary Judgment or, in the Alternative, Summary Adjudication

Defendants move for summary judgment or, in the alternative, summary adjudication against plaintiff Deanna Hapai ("Deanna," not as a sign of disrespect but to avoid confusion). Plaintiffs oppose the motion. It should be noted that while all plaintiffs oppose the motion (Deanna individually and as guardian ad litem for plaintiff Joseph "Joey" Hapai and plaintiff Lucas Hapai), the motion is only brought against plaintiff Deanna and will accordingly be analyzed as such.

Evidentiary Rulings

Plaintiff's objections are overruled in their entirety.

Defendants' objections numbers 1 through 6 and 15 are sustained and are otherwise overruled.

Ruling on the Motion

A party is entitled to bring a motion for summary judgment where there are no triable issues of fact and the moving party is entitled to judgment as a matter of law. (Code Civ. Proc., § 437c, subd. (c).) The defendant bears the initial burden of establishing that one or more elements of the cause of action cannot be established or that there is a complete defense to the cause of action. (*Id.* subd. (p)(2).) Only when this initial burden is met does the burden shift to the opposing party to show a triable issue of material fact. (*Ibid.*) A party may move for summary adjudication as to one or more causes of action if the party contends the cause of action has no merit. (*Id.* subd. (f)(1).) A party may move for summary adjudication as an alternative to summary judgment and shall proceed in all

procedural respects as a motion for summary judgment. (*Id.* subd. (f)(2).) In reviewing a motion for summary judgment, the court must view the supporting evidence, and inferences reasonably drawn from such evidence, in the light most favorable to the opposing party. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.) The court reviews the motion with these principles in mind.

Defendants present evidence that on November 21, 2022, plaintiff Deanna contacted Natasha Bozzo ("Bozzo"), a Placer County Animal Services ("PCAS") employee, about fostering a dog. (SSUMF No. 1.) Bozzo emailed Deanna back requesting further information, to which Deanna replied identifying three children in her home, ages 14, 5, and 4 years old. (SSUMF Nos. 2–3.) Bozzo emailed Deanna back recommending a dog, Parmigiano, that had been adopted previously and the adopter's other dog would constantly attack Parmigiano and that "during one of the fights, the owner got in the middle and a bite did occur. This is not uncommon in dog fights but I did want to make you aware that skin was broken." (SSUMF No. 4.) When Deanna expressed her interest in fostering Parmigiano, Bozzo emailed that "If Parmigiano doesn't seem like a good fit we can always match you with a different dog while you are here." (SSUMF Nos. 5–6.)

On November 26, 2022, Deanna signed the Animal Foster Care Application, which provided all foster care providers and foster animals are subject to PCAS policies and procedures and the Foster Agreement form. (SSUMF No. 11.) Deanna received PCAS Foster Care Program Overview, which provided in part:

> As with anything that involves change, there will be an adjustment period for you and your foster animal. Please be patient—many of our animals have come from rough situations and are frightened. Many times, their only way to communicate fear is what we humans refer to as abnormal or deviant behavior. Some will hide, while others may exhibit any number of signals: inappropriate urination/defecation, growling, hissing, cowering in corners etc. We are available to provide behavioral and adjustment support either by phone or in person as needed.

(SSUMF No. 13.) Deanna also received PCAS contact information, including after-hours contact information, if she needed assistance. (SSUMF Nos. 14–15.)

Deanna signed the Foster Program Contract for PCAS Animals, which included the following:

- "I agree to foster the animal(s) until it is returned to the PCAS shelter. I take full responsibility to provide adequate care, shelter, and a loving environment."
- "I understand that PCAS cannot guarantee or be responsible for the behavior or temperament of the foster animal(s)."
- "I understand that PCAS cannot be held responsible if the pet(s) is unsuitable for my home environment or if the animal(s) becomes ill or acts in an erratic manner. If I cannot keep the foster animal, I agree that I will return it to PCAS immediately."
- "I agree to defend, indemnify, and hold [PCAS] and volunteers harmless from direct or indirect and consequential damages arising out of this foster care arrangement."

(SSUMF Nos. 16–20, 25.)

On November 26, 2022, Deanna, her husband Gregg Hapai ("Gregg"), and their sons Joey and Lucas met Parmigiano and the dog seemed standoffish and "did a little growl" at the family. (SSUMF Nos. 32–33.) At the meet and greet, staff confirmed with Gregg the family did not have any other dogs and reiterated the documented bite history; staff also advised plaintiff that the boys needed to be slow around Parmigiano and to give him space. (SSUMF Nos. 35, 36.) Deanna felt comfortable moving forward with fostering and brought Parmigiano into the family home on November 26, 2022. (SSUMF Nos. 37–38.) On December 1, 2022, Deanna lifted her son Joey Hapai into the air and Parmigiano bit and clamped down on Joey's left leg. (SSUMF No. 40.)

On May 19, 2025, defendants sent a letter to plaintiffs' counsel asking that Deanna indemnify defendants, which plaintiff denied. (SSUMF Nos. 43–44.)

Defendants' motion raises five issues, the first of which are related to the indemnity agreement and will be discussed together.

Defendants' Issues 1 Through 3

Defendants contend that Deanna has a duty to provide an immediate defense against plaintiffs' claims (issue 1), Deanna has a duty to indemnify defendants (issue 2), and that Deanna breached her duties under the contract by failing to defend and failing to indemnify the defendants. These issues are raised by defendants' eighth affirmative defense in their answer to the first amended complaint. Contractual indemnification requires, "The person indemnifying is bound, on request of the person indemnified, to defend actions or proceedings brought against the latter in respect to the matters embraced by the indemnity, but the person indemnified has the right to conduct such defenses, if he chooses to do so." (Civ. Code, § 2778, subd. (4).) Upon receipt of a tender by indemnitee with reasonable notice, a contractual indemnitor has the obligation to assume the indemnitee's defense against claims encompassed by the indemnity provision, and the failure to do so has statutory consequences for the indemnitor. (Civ. Code, § 2778, subd. (5); *Crawford v. Weather Shield Mfg., Inc.* (2008) 44 Cal.4th 541, 554–55; see also Civ. Code, § 2778, subd. (6) ["If the person indemnifying . . . has not reasonable notice of the action or proceeding against the person indemnified, or is not allowed to control its defense, judgment against the latter is only presumptive evidence against the former."].) The duty to indemnify "embraces the costs of defense against such claims, demands, or liabilit[ies . . .] ." (Civ. Code, § 2778, subd. (3).) Moreover, "indemnity agreements generally apply only to third party claims. In order for an indemnity agreement to encompass claims between the parties to the agreement, . . . , there must be clear and explicit language to that effect." (*Bell v. Super. Court* (2013) 220 Cal.App.4th 236, 252 [holding that the indemnity agreement there did not apply to first party claims].) "An indemnity agreement may provide for indemnification against an indemnitee's own negligence, but such an agreement must be clear and explicit and is strictly construed against the indemnitee." (*Rooz v. Kimmel* (1997) 55 Cal.App.4th 573, 583.)

Here, defendants present evidence that Deanna signed the Foster Program Contract, which included an indemnity provision: "I agree to defend, indemnify, and hold Placer

County Animal Services and volunteers harmless from direct or indirect and consequential damages arising out of this foster care arrangement." (SSUMF Nos. 16, 20.) Defendants sent a letter to plaintiffs' counsel asking that Deanna indemnify defendants, which plaintiff through counsel denied. (SSUMF Nos. 43–44.) The indemnity agreement between Deanna and defendants does not include any "clear and explicit language" that the indemnity agreement was to apply to first-party claims, nor does it include any "clear and explicit language" that the indemnity agreement was to indemnify defendants of their own negligence. Accordingly, Deanna has no duty to defend defendants against her own claims or to indemnify defendants against the minor plaintiffs' negligence claim. As there was no duty to indemnity defendants or duty to defend defendants, defendants have not met their initial burden of showing Deanna breached those duties.

As defendants' evidence does not establish entitlement to judgment, defendants fall short of their initial burden as to the first, second, and third issues and the burden does not shift to plaintiff to show one or more triable issues of material fact.

Defendants' Issue 4

Defendants contend Deanna is barred from recovery under California's dog bite statute because of the doctrine of primary assumption of the risk. Defendants acknowledge that ordinarily, Civil Code section 3342 imposes strict liability on owners whose dog bites another person in a public or lawfully private place, regardless of a history of viciousness or the owner's knowledge thereof. (Civ. Code, § 3342, subd. (a).) Primary assumption of the risk is an exception to strict liability for veterinarians, veterinarian's assistants, and kennel employees, referred to as the "veterinarian's rule." (*Priebe v. Nelson* (2006) 39 Cal.4th 1112, 1124.) Defendants contend the reasoning of the veterinarian's rule applies here, because Deanna assumed the care and control of the dog in the absence of its owner. The *Priebe* case is distinguished from the case before this court, however, as this case involves a person volunteering to foster a dog and is not in any financial arrangement such as that between dog owners and veterinarians and kennel workers. Defendants present no authority applying the veterinarian's rule to the facts of this case and this court declines to extend the doctrine without established authority to do so. Defendants fall short of their initial burden as to their fourth issue.

Defendants' Issue 5

Defendants argue plaintiffs' negligence claim fails under Food and Agriculture Code section 30503.5 because defendants satisfied the statutory notice requirements of Parmigiano's bite history. Food and Agriculture Code section 30503.5 requires:

> If an animal shelter or rescue group knows, . . . , that a dog, . . . , bit a person and broke that person's skin, . . . , the animal shelter or rescue group shall, before selling, giving away, or otherwise releasing the dog, do both of the following:
> (1) Disclose in writing to the person to whom the dog is sold, given away, or transferred, the dog's known bite history and the circumstances related to the bite.

(2) Obrain a signed acknowledgment from the person to whom the dog is sold, given away, or transferred that the person has been provided information about the dog as required by this section. The animal shelter or rescue group shall provide the person with a copy of the signed acknowledgement and retain the original copy in its files.

(Food & Ag. Code, § 30503.5, subd. (b).) Defendants present evidence that Bozzo explained to Deanna by email that Parmigiano's prior adopter's other dog would constantly attack Parmigiano and that "during one of the fights, the owner got in the middle and a bite did occur. This is not uncommon in dog fights but I did want to make you aware that skin was broken." (SSUMF No. 4.) Deanna responded by email that Parmigiano "would be a perfect match" and asked about the next steps of the fostering process. (SSUMF No. 5.)

Defendants contend this email exchange between Bozzo and Deanna constitutes adequate notice of the bite history and Deanna's signed acknowledgment of that notice, and therefore that they satisfied the requirements of Section 30503.5. As to the signed acknowledgment, defendants argue Deanna's emails qualify as a digital or electronic signature pursuant to Government Code section 16.5. "Digital signature" is defined as "an electronic identifier, created by a computer, intended by the party using it to have the same force and effect as the use of a manual signature. For purposes of this section, a digital signature is a type of 'electronic signature' as defined in subdivision (h) of Section 1633.2 of the Civil Code." (Gov. Code, § 16.5, subd. (d).) "Electronic signature" is defined as "an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record." (Civ. Code, § 1633.2, subd. (h).) Despite the broad definitions of digital and electronic signatures, defendants provide evidence about the email exchange while providing no evidence about how the items were signed off. It appears defendants fall short of their initial burden.

Even if defendants had submitted sufficient evidence to support their initial burden as to the fifth issue, Deanna nonetheless introduces evidence that she never intended her emails to be considered a signature or acknowledgement (SSAMF No. 39), which means the emails are not a digital or electronic signature within the meaning of Government Code section 16.5(d) and Civil Code section 1633.2(h). Plaintiff, therefore, raises a triable issue of material fact as to the signed acknowledgment of receipt requirement of Section 30503.5. Moreover, Deanna also presents evidence that the written disclosure information contained in the email exchange was incomplete and did not provide "the circumstances related to the bite" as Section 30503.5(b)(1) requires. (SSAMF Nos. 10, 22–26, 31.) Plaintiff therefore raised a triable issue of material fact as to the disclosure requirement of Section 30503.5. In summary, even if defendants met their initial burden as to the fifth issue, plaintiff adequately met her burden of showing one or more triable issues of material fact.

Based on the foregoing, the motion for summary judgment is denied. The motion for summary adjudication is denied.

5. S-CV-0052071 Mustain, William v. Johnson, Richard Wayne

If oral argument is requested, it will be heard at on **November 24, 2026 at 8:30 a.m. in Department 32**.

Final Accounting

On January 20, 2026, the court granted preliminary approval of the class action and PAGA action settlement, with a written ruling issued on February 17, 2026. On June 23, 2026, the court granted final approval of the class action and PAGA action settlement and scheduled this hearing for final accounting.

The court has carefully reviewed the declaration of Gavin Brown filed November 4, 2026, together with the entire court file. The final accounting is approved. No further hearings are scheduled.

Case Management Conference

In light of the court's above ruling, **the Case Management Conference scheduled for November 17, 2026 at 9:00 a.m. in Department 32 is vacated**. No further hearings are set at this time.

6. S-CV-0052243 Alpine View Estates v. Tonopalo Private Residence Club

The motion for attorneys' fees is continued to **January 5, 2027 at 8:30 a.m. in Department 32**. The court apologizes to the parties for any inconvenience.

7. S-CV-0053403 Bringman, Kathryn v. Bodyfelt, Kyle

At the direction of the Presiding Judge, defendant's motion for summary judgment or, in the alternative, summary adjudication is continued to Thursday, **January 14, 2027 at 8:30 a.m. in Department 3** to be heard by the **Honorable Michael W. Jones**. Department 3 is located at 101 Maple Street, Auburn, California 95603.

8. S-CV-0054052 Morrill, Rowenna v. City of Rocklin

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

Motion To Be Relieved as Counsel

Counsel Payam Tishbi moves to be relieved as counsel for plaintiff Rowenna Morrill. The unopposed motion is denied without prejudice.

Code of Civil Procedure section 284(2) requires that the parties notice one another before applying to the court for an order to change attorneys. California Rules of Court, rule

3.1362(d) provides that service must be made on the client and all other parties who have appeared in the case through either personal service, electronic service, or mail. If service is made by mail to the client's last known address, it must be accompanied by a declaration showing that "the attorney has been unable to locate a more current address after making reasonable efforts to do so within 30 days before the filing of the motion to be relieved." (Cal. Rules of Court, rule 3.1362(d)(1)(B).)

Plaintiff's counsel has provided insufficient evidence that the moving papers were properly served on the client via mail. The separately filed proof of service for the client indicates that the client was meant to be served by mail, but there appears to be some defects with the service. First, the provided address is missing a zip code. Second, the declaration in support of the motion does not provide sufficient details about the reasonable efforts the attorney has made within the 30 days to locate a more current address before filing the motion. Therefore, there is insufficient evidence that the client was properly served through mail.

Further, both the motion and the declaration in support of the motion were not signed by counsel Payam Tishbi, who is indicated as the withdrawing attorney. Both documents were signed by Anahi Trujillo, a declarant who is not the moving attorney and did not provide a State Bar Number. The notice of motion at item 3 indicates that the motion is supported by the declaration of Payam Tishbi, but no such declaration is provided.

For these reasons, the motion is denied.

9. S-CV-0054943 Haviland, Elizabeth v. The Life is Good Co.

The motion for leave to file a second amended complaint is continued to **December 15, 2026 at 8:30 a.m. in Department 32**. The court apologizes to the parties for any inconvenience.

10. S-CV-0055232 Cunningham, Laura v. Silverstein, Karina

The motion to deem matters admitted is dropped from calendar as no moving papers were filed with the court noticing a discovery motion on this date.

11. S-CV-0056202 Walker, Victoria v. Kindercare Learning Cntrs.

Defendants California Department of Social Services and Jeremy McClain's Demurrer to the First Amended Complaint

Defendants California Department of Social Services ("DSS") and Jeremy McClain ("McClain") (collectively "State Defendants") demur to the First Amended Complaint ("FAC"). Plaintiffs oppose the demurrer. For the reasons set forth below, the Court sustains the demurrer with leave to amend as to Plaintiff Victoria Walker's ("Walker") individual claims and sustains without leave to amend as to minor A.A.'s claims against the State Defendants.

Plaintiffs Walker's and Walker as guardian ad litem for minor A.A.'s, FAC asserts six causes of action. The causes of actions relevant to the present demurrer are the Third Cause of Action for Intentional Misrepresentation against McClain, the Fourth Cause of Action for Concealment against McClain, and the Fifth Cause of Action for Respondeat Superior against DSS.

Ruling on the Demurrer

A general demurrer may be taken to a complaint where "[t]he pleading does not state facts sufficient to constitute a cause of action." (CCP § 430.10(e).) A demurrer for sufficiency tests whether the complaint states a cause of action. (*Hahn v. Mirda* (2007) 147 Cal.App.4th 740, 747.) In a demurrer proceeding, the defects must be apparent on the face of the pleading or by proper judicial notice. (CCP § 430.30(a).) A demurrer tests the pleadings alone and not the evidence or other extrinsic matters. (*SKF Farms v. Superior Court* (1984) 153 Cal.App.3d 902, 905.) The only issue involved in a demurrer hearing is whether the complaint, as it stands, unconnected with extraneous matters, states a cause of action. (*Hahn, supra,* 147 Cal.App.4th at 747.)

Claims against public entities must be based on statutory authority and must sufficiently plead compliance with the Government Claims Act or facts excusing compliance. (*State of California v. Superior Court* (2004) 32 Cal.4th 1234, 1243-1245.)

Requests for Judicial Notice

The Court grants State Defendants' request for judicial notice as to the existence, dates, and contents of the governmental records identified. The Court, however, does not take judicial notice of disputed factual assertions or legal conclusions concerning accrual or the timeliness of Walker's claim.

Minor A.A.'s Claims

State Defendants demur on the ground A.A. lacks a court appointed guardian ad litem. In opposition, Plaintiffs expressly state that they do not oppose the demurrer as to A.A.'s claims against DSS and McClain. Accordingly, the demurrer is sustained without leave to amend as A.A.'s claims against State Defendants.

Government Claims Act

State Defendants contend Walker failed to timely present a government claim. The FAC does not expressly allege compliance with the Government Claims Act as required by *State of California v. Superior Court* (2004) 32 Cal.4th 1234, 1245. The demurrer is sustained on this ground with leave to amend, as Walker may allege additional facts with respect to accrual and presentation of the government claim.

State Defendants contend Government Code sections 815, 818.4, 818.8, and 821.2 bar Plaintiffs' claims. Government Code section 815 generally precludes public entity tort liability absent statutory authorization. Section 815.2, subdivision (a), however, authorizes vicarious liability for tortious conduct committed by public employees within the scope of employment. The FAC expressly invokes that provision. Further, the licensing immunities under sections 818.4 and 821.2 concern injuries caused by specified licensing decisions. The FAC alleges intentional falsification of an investigative report and concealment of a personal conflict of interest, rather than injury caused by the issuance, denial, suspension, or revocation of a license. State Defendants have not established that these immunities encompass the alleged conduct.

Similarly, section 822.2 does not immunize public employees from misrepresentation liability where actual fraud, corruption, or actual malice is established. The FAC alleges intentional misconduct. With respect to DSS, the authorities addressing section 818.8 recognize limitations on misrepresentation immunity in cases involving social service function and risks to personal safety. (See *Johnson v. State of California* (1968) 69 Cal.2d 782, 800; *Michael J. v. Los Angeles County Department of Adoptions* (1988) 201 Cal.App.3d 859, 872.) State Defendants fail to establish that the asserted governmental immunities bar Walker's claims at the pleading stage and the demurrer is overruled on this basis.

State Defendants additionally argue in their reply that Government Code section 820.2 immunizes McClain's investigative conduct because decisions concerning the investigation and substantiation of child abuse allegations involve governmental distraction. Although section 820.2 may protect discretionary investigative decisions, the immunity does not necessarily extend to all conduct undertaken during an investigation. (See *Johnson v. State of California* (1968) 69 Cal.2d 782, 793-797.) Here, the FAC alleges that McClain knowingly falsified his investigative report to protect a personal friend, rather than merely exercising investigative judgment or reaching an erroneous conclusion. State Defendants have not established that such alleged intentional misconduct necessarily constitutes a protected discretionary act. Accordingly, section 820.2 does not independently warrant sustaining the demurrer at this stage.

Third Cause of Action: Intentional Misrepresentation

The FAC alleges that McClain knowingly prepared an investigative report falsely minimizing repeated physical abuse to a single incident involving a clipboard. Plaintiffs further allege that McClain intended Walker and law enforcement to rely on the report.

Although the FAC sufficiently identifies the alleged misrepresentation, it does not adequately plead actionable reliance and resulting damages. Walker alleges that she refrained from further investigating or presenting additional evidence, but does not sufficiently explain how that reliance caused a legally cognizable injury. The District Attorney's decision not to prosecute McGill does not, by itself, established a compensable injury to Walker. Nor does McGill's subsequent employment at another childcare facility establish injury to Walker or A.A.

The allegations of emotional distress also do not sufficiently establish an injury proximately caused by Walker's reliance on McClain's representations, as distinguished from distress arising from the underlying abuse and subsequent discovery of the alleged compromised investigation. Accordingly, the demurrer as to the Third Cause of Action is sustained with leave to amend.

Fourth Cause of Action: Concealment

The FAC alleges that McClain intentionally concealed his personal relationship with McGill and omitted material information concerning the abuse from his investigative report.

Plaintiffs have not sufficiently alleged a duty owed by McClain directly to Walker to disclose the allegedly concealed information. Although Plaintiffs rely on McClain's investigative responsibilities, the FAC does not adequately identify a statutory duty requiring disclosure to Walker or otherwise establish a relationship giving rise to a duty to disclose under the principles government fraudulent concealment. (See *LiMandri v. Judkins* (1997) 52 Cal.App.4th 326, 336-337.) Additionally, the FAC does not sufficiently allege that Walker sustained a legally cognizable injury proximately causes by the concealment. Accordingly, the demurrer as to the Fourth Cause of Action is sustained with leave to amend.

Fifth Cause of Action: Respondeat Superior

The Fifth Cause of Action seeks to impose vicarious liability on DSS for McClain's alleged misconduct under Government Code section 815.2. Respondeat superior is a theory of vicarious liability rather than an independent tort. Although section 815.2 provides a statutory basis for imposing liability on DSS for an employee's actionable conduct within the scope of employment, the FAC must sufficiently plead the underlying tort and resulting in jury.

Here, the FAC alleges that McClain acted within the scope of his employment, but the underlying causes of action for intentional misrepresentation and concealment are insufficiently pleaded. Accordingly, the FAC does not presently establish a basis for DSS's derivative liability. The alternative allegations concerning negligent supervision and failure to enforce conflict of interest procedures likewise do not sufficiently identify actionable employee misconduct and resulting damages necessary to support vicarious liability. Accordingly, the demurrer to the Fifth Cause of Action is sustained with leave to amend.

It is noted that State Defendants also contend that Plaintiffs inconsistently characterize McClain's conduct as both within and outside the scope of employment. Although Plaintiffs may plead alternative theories, the FAC must sufficiently identify the conduct supporting each theory and the corresponding basis for liability. To the extent Walker seeks to impose vicarious liability on DSS under Government Code section 815.2, she

must allege an actionable tort committed by an employee acting within the scope of employment. Conversely, any claim against McClain based on conduct outside the scope of employment must independently satisfy the elements of the asserted tort. Plaintiffs should clarify these allegations in any amended complaint.

Based on the foregoing, the demurrer is sustained without leave to amend as to minor A.A.'s claims against DSS and McClain. The demurrer is sustained with leave to amend as to Plaintiff Walker's individual Third, Fourth, and Fifth Causes of Action. Plaintiff may file and serve an amended complaint, if any, by December 4, 2026.

12. S-CV-0056213 Mora, Michael F v. Cavanaugh, Shannon Glen

If oral argument is requested, it will be heard on **November 24, 2026 at 8:30 a.m. in Department 32**.

Order to Show Cause on Preliminary Injunction

The court on its own motion continues the hearing on order to show cause re preliminary injunction to **December 8, 2026 at 8:30 a.m. in Department 32**. The temporary restraining order issued on October 23, 2026 is extended to the continued hearing. The court apologizes to the parties for any inconvenience.

13. S-CV-0056712 Valdivia Orozco, J Trinidad v. Am. Hoda Motor Co.

If oral argument is requested, it will be heard at on **November 24, 2026 at 8:30 a.m. in Department 32**.

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

Motion to Compel

Plaintiffs move to compel further responses and responsive documents to their requests for production of documents set one numbers 1–4, 12–15, 18–20, 30–31, 39, and 41–45. Defendant opposes the motion.

The motion is granted as to requests for production of documents set one numbers 1, 2, 18, 20, 30, 41, 43, and 45. (Code Civ. Proc., § 2031.310.) The balance of the motion is denied as unsupported by good cause.

Plaintiffs' request for sanctions is denied. While a review of the court file reveals the notice of the Informal Discovery Conference requires personal appearance of the parties, on October 8, 2026, the court authorized defense counsel to appear remotely at the Informal Discovery Conference. The court's minutes from the Informal Discovery Conference note that the remote appearance system "is not working today" and that attempts to call defense counsel were unsuccessful. While this appears to be a regrettable

situation for all involved, it also appears that imposing monetary sanctions against defendant and defense counsel for a nonappearance in these circumstances would be unjust. (Code Civ. Proc., § 2031.310, subd. (h).)

14. S-CV-0057113 Penney, Frederick William v. Petersen, George

If oral argument is requested, it will be heard at on **November 24, 2026 at 8:30 a.m. in Department 32**.

Motion for Protective Order

Defendants and cross-complainants George W. Petersen and Jill D. Petersen ("defendants") move for a protective order as to plaintiff's requests for admission numbers 39 to 59 and special interrogatory numbers 36 through 188. Defendants also move for an award of monetary sanctions for the cost of preparing the instant motion, initially in the amount of $3,280.50 and in the amount of $10,301.70 by way of their reply brief. Plaintiff does not oppose the motion for protective order but opposes imposition of monetary sanctions.

A brief review of procedural history is important here. The court scheduled this motion for an Informal Discovery Conference, which was heard on October 8, 2026. At the conference, plaintiff withdrew the discovery requests at issue and the minutes show that defense counsel wishes to proceed with the motion, so the motion was scheduled for October 20, 2026 (although it was thereafter continued on the court's own motion). On October 12, 2026, plaintiff filed his response to the motion for protective order and presented evidence plaintiff had withdrawn in writing the discovery requests in dispute. This filing and the written notice of withdrawal were served a mere two court days after the Informal Discovery Conference.

Based on the foregoing, the motion for protective order is accordingly denied as moot. Defendants' request for imposition of monetary sanctions is denied because imposition in this situation would be unjust.

15. S-CV-0057672 CXT v. Kingsley Builders

The motion to compel arbitration is continued to **December 22, 2026 at 8:30 a.m. in Department 32**. No further briefing is permitted. The court apologizes to the parties for any inconvenience.

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

Defendants Jessica Grimes' and Matthew Hayes' Demurrers to the First Amended Complaint and Cross Complainant Jessica Grimes' Motion to Strike Answer to Cross Complaint

Defendants Jessica Grimes ("Grimes") and Matthew Hayes ("Hayes") (collectively "Defendants") demur to Plaintiff Joshua Allen Besneatee's ("Plaintiff" or "Besneatte") First Amended Complaint ("FAC"), specifically all three causes of action contained therein, on the grounds that: (1) Plaintiff failed to join an indispensable party, co-owner Britni Fitzgerald ("Fitzgerald"); (2) Hayes is improperly joined because he has no ownership interest in the disputed property; (3) the quiet title claim fails to satisfy the statutory pleading requirements of Code of Civil Procedure ("CCP") section 761.020; and (4) the declaratory and injunctive relief claims are derivative of the defective quiet claim and seek vague, overbroad, or legally improper relief. Defendants also assert procedural deficiencies in the FAC and request that the demurrers be sustained without leave to amend. Plaintiff opposes the demurrers.

In addition, Grimes also moves to strike Cross Defendants Besneatte and Fitzgerald's general denial to her Verified Cross Complaint on the ground that it fails to comply with CCP section 431.30, subdivision (d), which requires specific denials in response to a verified pleading. Grimes contends that the general denial is procedurally defective and fails to adequately identify the disputed allegations, warranting its removal under CCP section 436, subdivision (b). Plaintiff also opposes the motion to strike.

Ruling on the Demurrers

A demurrer challenges the legal sufficiency of a pleading by testing whether the facts alleged, assumed true for this purpose, state a cause of action or defense. (CCP § 430.10.) Demurrers raise issues of law and California Code of Civil Procedure section 430.10 specifies the permissible grounds for a demurrer such as failure to state facts sufficient for a cause of action or defects in parties or uncertainty in allegations. Special demurrers address defects of form or uncertainty and generally result in leave to amend to cure pleading deficiencies. (CCP § 430.10(f).)

Requests for Judicial Notice

The Court grants Defendants' requests for judicial notice of the recorded grant deeds pursuant to Evidence Code section 452, subdivisions (c) and (h), as to the existence, recordation and contents of those documents, but not the truth of any reasonably disputed factual assertions contained therein.

First Cause of Action: Quiet Title

CCP section 761.020(a) requires that a quiet title complaint include both the legal description and the street address or common designation of the subject property.

Although Plaintiff identifies his property by assessor's parcel number and references the recorded 1978 Parcel Map, the FAC does not include the required legal description. (FAC ¶¶ 1, 5, 9-12.) Plaintiff otherwise sufficiently identifies his claimed title, the basis thereof, Defendants' adverse claims, and the date as of which determination is sought.

Defendants also contend that Plaintiff failed to join Fitzgerald, a joint property owner. Fitzgerald, however, is already a party to the litigation as a Cross Defendant. Therefore, Defendants have not established that dismissal without leave to amend is warranted based on the omission of Fitzgerald from the FAC. (CCP § 389.) Plaintiff, therefore, may address any necessary joinder or clarification of ownership interests through amendment.

Finally, Hayes' lack of record ownership does not independently establish that he is an improper defendant given the allegations that he personally asserts rights over the disputed property. Therefore, the Court sustains the demurrers as to the First Cause of Action with leave to amend.

Second Cause of Action: *Declaratory Relief*

A declaratory judgment claim must allege facts sufficient to establish a justiciable controversy grounded in a real and immediate dispute between parties with adverse legal interests. (CCP § 1060.) The Court finds that the FAC sufficiently alleges an actual controversy concerning the existence, boundaries, and scope of the claimed Area MK easement. (FAC ¶¶ 14-17.) Plaintiff disputes the existence of Area MK, while Grimes asserts express and prescriptive easement rights over that area. These competing claims establish an actual controversy appropriate for declaratory relief under CCP section 1060. Therefore, the Court overrules the demurrers as to the Second Cause of Action.

Third Cause of Action: Injunctive Relief

Injunctive relief is a remedy, not an independent cause of action. (*McDowell v. Watson* (1997) 59 Cal.App.4th 1155, 1159.) In this instance, Plaintiff cannot maintain a separately pleaded cause of action for injunctive relief. This determination, however, does not preclude Plaintiff from seeking appropriate injunctive relief in connection with his surviving substantive claims. Therefore, the demurrers are sustained without leave to the Third Cause of Action.

Based on the foregoing, the demurrers are sustained in part and overruled in part. Plaintiff may file and serve an amended complaint, if any, on or before November 30, 2026.

Ruling on Motion to Strike

Cross Complainant Grimes moves to strike the general denial in Cross Defendants Besneatte and Fitzgerald's Joint Answer to her Verified Cross Complaint.

CCP section 431.30, subdivision (d) generally requires that allegations in a verified complaint be denied positively or according to information or belief. Subdivision (f) of that section also permits a defendant to combine specific denials with a general denial of remaining allegations, provided the answer otherwise complies with the applicable pleading requirements. Additionally, in a quiet title action, section 761.030, subdivision (a) requires a verified answer setting forth any adverse claims, facts controverting material allegations of the complaint, and any new matters constituting defenses.

Here, Cross Defendants' Verified Answer contains a general denial of all allegations in paragraph 1 of the Answer, followed by specific denials of certain identified allegations in paragraph 2 of the Answer. (Answer p. 2.) Specifically, paragraph 2 denies paragraphs 10-31, 17-18, 23-24, and 31-34 of the Cross Complaint. The answer also asserts five affirmative defenses. (Answer at pp. 2-3.)

Accordingly, the court finds that paragraph 1 of the Verified Answer is not drawn in conformity with the applicable pleading requirements and is subject to being stricken under CCP section 436, subdivision (b). The deficiency, however, is readily curable through amendment, and Cross Defendants has expressly requested an opportunity to amend.

Therefore, the Motion to Strike is granted as to paragraph 1 of the Joint Verified Answer, appearing at page 2, lines 2 through 6, with leave to amend. The Court does not strike paragraph 2 of the affirmative defenses, which are not part of the challenged paragraph.

Cross-defendants may file and serve their first amended verified answer by November 30, 2026.

17. S-CV-0058128 Cimino, James v. Greenhorn Campground

At the direction of the Presiding Judge, the motion for preliminary injunction is continued to **Thursday, January 7, 2027 at 8:30 a.m. in Department 3** by the **Honorable Michael W. Jones**. Department 3 is located at 101 Maple Street, Auburn, California.

The motion for leave to file a second amended complaint, currently reserved for Tuesday, January 5, 2027, is likewise continued to **Thursday, January 7, 2027 at 8:30 a.m. in Department 3**.

18. T-CV-0002743 Strharsky, Kevin v. Crabtree, Paul

Defendant VRBO Holdings, Inc.'s motion to quash service of summons and complaint is dropped from the calendar as moot in light of plaintiff's dismissal of this defendant filed October 19, 2026.
