

1. **23CV02738 Hawks, Dixianne v. Bidwell Title and Escrow Company herein called Trustee of the Ida Robinson**

EVENT: Plaintiff's Motion for Leave to File First Amended Complaint

The motion is denied without prejudice for failure to comply with CCP 1005 which requires a minimum of 16 court days' notice plus an additional 5 calendar days when service is by mail as occurred here. The proof of service indicates the moving papers were served on August 5, 2026 which is only 10 court days before the hearing.

2-3. **23CV03393 Portillo, Angela et al v. Orchard Hospital et al**

EVENT: (1) Motion for Final Approval of Class Action Settlement

(2) Case Management Conference

Motion for Final Approval of Class Action Settlement is GRANTED. Pursuant to CCP 384 a review hearing is scheduled for February 17, 2027 at 9:00am to determine if there are any unclaimed funds. Plaintiff shall file a status report no later than January 27, 2026. The Court will sign the proposed order with these modifications.

4. **25CV01550 CRS Mechanical of Nebraska, Inc v. ACDC Equipment, LLC et al**

EVENT: OEX (Donald Cook)

The Court will swear in the witness.

5-6. 25CV02589 Smith, Gary v. Halimi, David et al.

EVENT: (1) Motion to be Relieved as Counsel for David Halimi

(2) Motion to be Relieved as Counsel for Defendant DH Eats, Inc.

The Court is in receipt of the declaration of counsel in support of the motion to be relieved. However, Judicial Council form MC-052 is required, as it is a mandatory form. The hearing is continued to September 30, 2026 at 9:00am for counsel to file and serve MC-052. Counsel shall give notice of the continued hearing.

7. 25CV03377 Li, Yi v. Crew Enterprises, LLC et al.

EVENT: Defendants Crew Enterprises, LLC and Book and Ladder LLC's Demurrer to Plaintiff's Third Amended Complaint

Preliminarily, the Court is not considering Plaintiff's brief in response to Defendants' reply brief. The Court did not provide Plaintiff authorization to file the brief. A trial court has broad discretion under rule 3.1300(d) of the California Rules of Court to refuse to consider papers served and filed beyond the deadline without a prior court order finding good cause for late submission. (*Bozzi v. Nordstrom, Inc.* (2010) 186 Cal.App.4th 755, 765)

Statute of Limitations

Defamation

The demurrer is sustained without leave to amend.

The limitations period for defamation is one year. (CCP 340(c)) Although the operative pleading is somewhat ambiguous as to when the alleged acts occurred, Plaintiff's opposition clarified that the events "culminated" from Plaintiff's departure "on or about September 23, 2023". Per this statement, none of the events occurred later than September 26, 2023. That statement renders his defamation claim untimely as the one-year period expired in September 2024.

Intentional Infliction of Emotional Distress (IIED)

The demurrer is sustained without leave to amend.

It is clear the underlying allegations supporting Plaintiff's IIED claim are alleged to have occurred in March 2023 and August 2023. Based on the two-year statute, the IIED claim is time barred absent tolling. Plaintiff cannot argue delayed discovery because he was present for these alleged incidents of harassment.

As noted, Plaintiff has now stated the events supporting his case occurred no later than September 26, 2023. However, that proclamation does not change the fact Plaintiff alleged the events supporting his IIED claim occurred in March and August 2023.

Fraud

As Defendants noted the limitations period for fraud is 3 years. The pleading alleges the facts underlying the fraud cause of action occurred in "early" 2023 prior to Plaintiff entering into the lease. This case was filed in September 2025. Therefore, it is not time barred because 3 years from "early 2023" is early 2026. The demurrer to the fraud cause of action on statute of limitations grounds is overruled.

Sufficiency of Factual Allegations

Fraud

The demurrer is sustained with leave to amend.

Defendants contend the allegations of advertising the apartments as "student housing" and "student oriented apartments" is not a statement of fact, rather it is puffery. Ultimately, the difference between a statement of fact and mere puffery rests in the specificity or generality of the claim. (*Demetriades v. Yelp, Inc.* (2014) 228 Cal.App.4th 294, 311) The common theme that seems to run through cases considering puffery in a variety of contexts is that consumer reliance will be induced by specific rather than general assertions.

The "student oriented housing" allegation is puffery because the word "oriented" is generic and subject to interpretation. However, the "student housing" allegation is a specific and quantifiable representation and is therefore not puffery.

The pleading is however, subject to demurrer. In California, fraud must be pled specifically; general and conclusory allegations do not suffice. (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 645) This particularity requirement necessitates pleading facts which 'show how, when, where, to whom, and by what means the representations were tendered. (*Id*) Every element of the cause of action for fraud must be alleged in the proper manner (i.e., factually and specifically). (*Committee on Children's Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d 197, 216)

Here the pleading does not allege how the representation of "student housing" harmed Plaintiff. Additionally, the pleading fails to identify which of the three Defendant entities made the representation, who made it, and how the representation was conveyed. Although the Court has difficulty conceiving how the simple representation of student housing could have harmed Plaintiff, the Court will allow leave to amend.

Quiet Enjoyment

The demurrer is sustained with leave to amend.

Minor inconveniences and annoyances are not actionable breaches of the implied covenant of quiet enjoyment. (*Andrews v. Mobile Aire Estates* (2005) 125 Cal.App.4th 578, 589) That is what has been pled here – minor inconveniences. The remaining allegations are legal conclusions, not factual allegations.

Retaliation

The demurrer is sustained with leave to amend.

Preliminarily, Plaintiff does not allege he was not in default on rent at the time of the alleged retaliatory eviction. The demurrer is sustained on that basis alone. Additionally, the pleading states in conclusory fashion that Plaintiff engaged in protected activity by raising complaints regarding tenant conditions. This is insufficient as it does not put Defendants on notice as to what specific conditions were allegedly uninhabitable and when those complaints were communicated to Defendants.

Unfair Competition

In light of the Court's ruling sustaining the demurrer to the other (5) causes of action, as it stands, the pleading does not allege injury in fact. Accordingly, the demurrer is sustained with leave to amend.

Special Demurrer

The demurrer is overruled. Demurrers for uncertainty are disfavored. (*A.J. Fistes Corp. v. GDL Best Contractors, Inc.*, (2019) 38 Cal. App. 5th 677, 695) It is not uncommon for a pleading to lump multiple defendants into the same factual allegations. It is theoretically possible that multiple defendants are responsible for the same conduct. The deficiencies in the pleading stem from a failure to allege sufficient facts.

Plaintiff shall amend within 10 days' notice of this order. To be crystal clear, Plaintiff is not provided leave to amend to add new causes of action. Rather, Plaintiff is only being provided leave to amend existing causes of action which were sustained with leave to amend. Defendants shall prepare and submit a form of order within 2 weeks.

8. **25CV03789 Wells Fargo Bank, NA v. Thao, Judy**

EVENT: Motion to Vacate Dismissal Under CCP 664.6 & Enter Judgment Pursuant to Stipulation

Motion to Vacate Dismissal Under CCP 664.6 & Enter Judgment Pursuant to Stipulation is GRANTED. The Court will sign the proposed order and judgment.

9. **25CV04058 Ngyuen, Darren v. Sunstrong Capital Holdings, LLC**

EVENT: Plaintiff's Amended Motion to Compel Compliance with Deposition Subpoena for Production of Business Records

The Court will hear from counsel. There appears to be a dispute and/or confusion as to whether the response provided by the responding party moots the motion or whether the response fails to comply with Evidence Code 1561. The Court is inclined to continue the matter to September 30, 2026 at 9:00am and direct counsel to further meet and confer.

10. **25CV04239 Midland Credit Management, Inc v. White, Randall E**

EVENT: Defendant's Motion for Sanctions for Failure to Comply With This Court's Order to Produce Documents

Defendant's Motion for Sanctions for Failure to Comply With This Court's Order to Produce Documents is DENIED. The order required further responses within 20 days' notice of the order. Until Plaintiff has been served with the order and there is a proof of service on file, the 20-day period hasn't started.

11. 26CV01915 In re: Ryan, Chloe Elizabeth

EVENT: Change of name (adult)

The Court is in receipt of the poof of publication and will sign the decree provided.

12. 26CV01916 In re: Mangan, Hunter

EVENT: Change of name (adult)

The Court is in receipt of the proof of publication and will sign the decree provided.

13. 26CV01931 Hanover, Melissa Rose

EVENT: Change of name

The Court is in receipt of the proof of publication and will sign the decree provided.

14. 26CV01932 In re: Vilensky, Elzar

EVENT: Change of name (adult)

The Court is in receipt of the proof of publication. As of this writing the Court is awaiting the results of the background check.

15. 26CV01934 In re: Hanover, Melissa Rose

EVENT: Change of name (minor)

The Court is in receipt of the proof of publication and will sign the decree provided.

