

Judge Benson – Law & Motion – Wednesday, January 14, 2026 @ 9:00 AM
TENTATIVE RULINGS

1. 23CV02979 Heredia's Familia, Inc. et al v. Cruz, Francisco

EVENT: Plaintiffs' Motion to Compel Further Responses to Request for Production (Set One) From Francisco Cruz; Production of Documents By Francisco Cruz; and for an Award of Monetary Sanctions

On the Court's motion, this motion is continued to March 4, 2026 at 9:00am to allow Defendant an opportunity to file a motion pursuant to CCP 2031.300(a).

The opposition does not contest that the responses were untimely. Rather, the opposition asks the Court to grant Defendant relief from waiver of objections pursuant to CCP 2031.300(a). That section expressly places the burden on the responding party to file a motion seeking such relief. By making the request in the context of an opposition, Defendant seems to imply that such argument satisfies the requirement of a motion.

The Court is not persuaded. In the context of civil law the only reasonable interpretation of the word "motion" is a formal, noticed motion that is filed. Reading section 2031.300 as a whole, it is apparent that the burden is on the party seeking relief to demonstrate he is entitled to the same. Logically then, "on motion" requires defendant to affirmatively seek this relief.

Thus, the request for relief from waiver is procedurally improper. Although it might be argued that the interests of time and efficiency would weigh in favor of overlooking the procedural defect, the instant motion filed at Plaintiff's expense likely would not have been necessary had Defendant followed the code and filed a motion to be relieved from waiver. As noted, the code places the burden on the responding party to file a motion. Thus, it should have been Defendant's burden and expense to raise this issue. Instead, Plaintiff had to raise the issue at its expense.

In the Court's view, what defense counsel should have done during the meet and confer process was to inform plaintiff's counsel Defendant was going to file a motion seeking relief from waiver per CCP 2031.300 and provide plaintiff's counsel with an extension to file this motion after that ran its course. In the event Plaintiff's counsel was agreeable, the CCP 2031.300 motion by defendant likely would resolve the issue in the present motion.

Here, the meet and confer evidence indicates Defendant was standing by his responses. While defense counsel's meet and confer makes legal arguments as to why the privilege objections are not waived, there is no indication in the letter that Defendant intended to file a motion seeking relief from waiver. Rather the letter seems to suggest that in spite of CCP 2031.300, privilege objections can never be waived.

While the Court acknowledges the logic behind the argument, it is nevertheless not persuaded. Had the Legislature intended to exempt privilege from the objections that are waived under section 2031.300, it would have and could have indicated accordingly. Further,

the Court is aware of no published decision indicating privilege objections are exempt from section 2031.300 waiver.

In the event Defendant files a motion seeking relief from waiver and the motion is granted, the instant motion will be moot. However, in that scenario the Court is still considering sanctions as it appears Plaintiff should not have been required to file this motion in the first place.

2. 23CV03127 Wilson, Daedalys et al v. Park, Lisa et al.

EVENT: Plaintiff Daedalys Wilson's Motion to Compel Compliance to Request for Production of Documents Set One to Defendant William Park Individually and DBA Butte Psychological Services and Request for Sanctions

Plaintiff Daedalys Wilson's Motion to Compel Compliance to Request for Production of Documents Set One to Defendant William Park Individually and DBA Butte Psychological Services and Request for Sanctions is granted in part.

The Court finds the information sought is relevant to the issues raised in the pleadings. Defendant argues the information is not relevant because the partnership was never dissolved, stating that the dissolution paperwork attached to the First Amended Complaint is "a fiction". Defendant is asking us to do something inappropriate in the context of discovery – make a factual determination concerning an issue raised in the pleadings. In addition to being improper, it would act as an inappropriate limit on discovery, cutting off discovery before the ultimate factual issue is even adjudicated.

Defendants are essentially asking us to disregard or discredit allegations in the FAC that the partnership was dissolved. Although it may turn out that the dissolution was "a fiction" and that Plaintiffs were effectively disassociated, rendering the requests irrelevant, the Court simply cannot make an adjudication affecting the pleadings in this setting.

Further, additional responses are required based on Defendants discovery representations that documents would be produced after the filing of a protective order. Pursuant to CCP 2031.320, Defendants cannot reverse course on that promise now.

However, the Court finds the requests are overbroad. Plaintiffs state that insurance payouts occur as late as 9 months after submission, thus payouts within that time frame could relate to pre-dissolution income. Assuming that is true, the Court fails to see how insurance payouts more than 9 months after dissolution are relevant.

Production concerning insurance payouts is limited to documents pre-dating January 1, 2024.

The Court finds the remainder of Defendant's privacy concerns (except one) is sufficiently mitigated by the protective order. With respect to patient identifying information, the Court fails to see any direct relevance to the issues. Thus, considering the high degree of privacy interest with respect to that information, patient identifying information including name, address, phone number, and social security number shall be redacted.

The request for sanctions is denied.

3. 25CV00302 Wells Fargo Bank, N A v. Ruttman, Ma L

EVENT: Plaintiff's Motion for Judgment on the Pleadings

Plaintiff's Motion for Judgment on the Pleadings is GRANTED. The Court will sign the proposed order and judgment.

4. 25CV02752 Morales, Laila Danae v. Click, Christian James

EVENT: Contempt

The Court will conduct a hearing.

5. 25CV03170 Brister, Emily L. v. North, Heather Renee

EVENT: Plaintiff's Motion for Trial Preference

Plaintiff's Motion for Trial Preference is GRANTED as unopposed. The Court will sign the proposed order. Counsel is ordered to appear and to be prepared to select trial and related dates.

6-7. **25CV03509 Judah, Stacy v. Grow Care, Inc. et al.**

*EVENT: (1) Defendant Grow Care Inc.'s Motion to Stay or Dismiss for Improper Venue
(2) Defendant Grow Healthcare Group P.A.'s Motion to Stay or Dismiss for Improper Venue*

Both motions are granted. The Court finds all causes of action arise from the agreement entered into by the parties. Based on the agreement's forum selection clause providing that disputes are to be adjudicated in the State of Florida, the case is dismissed pursuant to CCP § 410.30(a). Defendants shall prepare the form of order.

8. **25CV04063 Shelton, Mark W et al v. Shaner, Jeffrey S et al.**

EVENT: Defendants' Demurrer to the Operative Complaint (Continued from 12/17/25)

Defendants' Demurrer to the Operative Complaint is OVERRULED.

Labelling of the Cause of Action

Saunders v. Cariss (1990) 224 Cal.App.3d 905, 908:

It has long been established that in ruling on a demurrer, the trial court is obligated to look past the form of a pleading to its substance. Erroneous or confusing labels attached by the inept pleader are to be ignored if the complaint pleads facts which would entitle the plaintiff to relief.

It is clear that the cause of action is a nuisance cause of action, which is a cognizable cause of action. Even if the word "Abatement" in the title "Abatement of Nuisance" is incorrect, any error is not grounds to sustain the demurrer.

The Complaint Alleges Sufficient Facts

The Complaint clearly alleges the live entertainment events violate local zoning, (paragraph 15), the noise exceeds several Chico Municipal Code sections (paragraph 19), and that

Plaintiffs have been injured in the form of a reduction in property value as well as interference with their quiet enjoyment. These allegations are sufficient.

Punitive Damages and Emotional Distress Damages

Demurrer is not the appropriate procedural mechanism to address inadequately plead damages.

Grieves v. Superior Court (1984) 157 Cal.App.3d 159, 163 -164

Since a demurrer does not lie to a part of a cause of action (3 Witkin, Cal. Procedure (2d ed. 1971) Pleading, 807, p. 2418), petitioners' punitive damage allegations were not subject to real parties' demurrers. "There is no cause of action for punitive damages. Punitive or exemplary damages are remedies available to a party who can plead and prove the facts and circumstances [set forth in Civil Code section 3294 4]. . . . 'Punitive damages are merely incident to a cause of action, and can never constitute the basis thereof.' [quoting from *Gold v. Los Angeles Democratic League* (1975) 49 Cal.App.3d 365, 373, fn. 3 (122 Cal.Rptr. 732)]." (*Hilliard v. A. H. Robins Co.* (1983) 148 Cal.App.3d 374, 391 [196 Cal.Rptr. 117].) Consequently, the trial court's ruling could have pertained only to the demurrers made on the ground the sixth cause of action failed to state a cause of action for battery. The adequacy of the punitive damage allegations could, however, have been tested by motion to strike.

Defendants shall file an answer within 20 days' notice of this order. Plaintiffs shall prepare the form of order.

9. 25CV04489 In re: Wilson-James, Marisa

EVENT: Change of name (minor)

The Court will hear from Petitioner.

10. 25CV04576 Curran, Kenneth v. White, Tatton et al.

EVENT: Petition to Confirm Arbitration Award

The Petition is continued to February 26, 2026 at 9:00am for Petitioner to comply with the notice requirements of CCP § 1290.4.

CCP § 1290.4. Service of petition and notice

(a) A copy of the petition and a written notice of the time and place of the hearing thereof and any other papers upon which the petition is based shall be served in the manner provided in the arbitration agreement for the service of such petition and notice.

(b) If the arbitration agreement does not provide the manner in which such service shall be made and the person upon whom service is to be made has not previously appeared in the proceeding and has not previously been served in accordance with this subdivision:

(1) Service within this State shall be made in the manner provided by law for the service of summons in an action.

Because it appears the arbitration agreement does not address how service of the Petition is to be effectuated, Petitioner needs to comply with the Code of Civil Procedure for service of summons. This includes the filing of a proof of service demonstrating notice has been provided as required by the code.

Assuming service is properly effectuated, the Court is inclined to rule as follows on the merits.

The Court has limited authority in the context of a petition to confirm an arbitration award, see *Cohen v. TNP 2008 Participating Notes Program, LLC* (2019) 31 Cal.App.5th 840, 868. There are no allegations of fraud or clerical errors here, thus the Court must confirm the award as written by the arbitrator.

There is no dispute that the arbitrator (1) disassociated Petitioner and (2) established a value for his shares. The arbitrator was clear that he was not ruling on the issue of how payment was to occur. Because he didn't rule on it, we have no authority to rule on it in the context of this proceeding.

Respondent asks the Court to deny this Petition. While the Court appreciates some of the concerns raised in the opposition, including what appears to be unambiguous contractual terms concerning payment of the shares, the Court lacks the authority to refuse confirming what was awarded. Again, there are no allegations of fraud or clerical errors.

As a result, the petition to confirm arbitration award is granted, but the Court is only confirming what was actually awarded – nothing more. Thus, because the arbitrator did not address the issue of how payment is to be made, neither does this order address that issue.

Any dispute concerning how payment is made can only be addressed in a separate proceeding – it simply cannot be addressed in this proceeding.

11. 23CV01327 Fire Insurance Exchange v. Botsford, Gary et al.

EVENT: Plaintiff's Motion to Strike/Tax Expert Witness Fees Claimed by Defendants

Plaintiff's Request for Judicial Notice is granted. The Court finds that the Defendants' Code of Civil Procedure §998 Offer to Compromise was neither made in bad faith, nor invalid. The Court further finds that the requested expert witness fees are reasonable. Plaintiff's Motion to Strike/Tax Expert Witness Fees Claimed by Defendants is denied. Counsel for the Defendants shall prepare and submit a form of order within two weeks.