

1. 22CV01196 Renteria Graciano, Agustina v. Hignell, Incorporated

EVENT: Status Conference

The hearing is continued to June 24, 2026 at 9:00am. Plaintiff shall update the Court with respect to any unclaimed funds no later than June 5, 2026.

2. 23CV03393 Portillo, Angelina et v. Orchard Hospital et al.

EVENT: Motion for Preliminary Approval of Class Action Settlement

Motion for Preliminary Approval of Class Action Settlement is GRANTED. The Court will sign the proposed order. A final approval hearing is scheduled for August 19, 2026 at 9:00am.

3-4. 24CV00887 Gibson, Casey v. Aristotle Custom Homes LLC

EVENT: (1) Plaintiff's Motion to Deem Admitted Casey Gibson's Requests for Admissions to Defendant Greg Garbolinsky and for Sanctions

(2) Plaintiff's Motion to Deem Admitted Casey Gibson's Requests for Admissions to Aristotle Custom Homes LLC and for Sanctions

Both of Plaintiff's discovery motions are granted. Defendants are sanctioned jointly and severally in the amount of \$1,200.00. Plaintiff shall prepare and submit a form of order within 2 weeks.

5. **24CV01420 Ford, Tyrell v. City of Gridley et al**

EVENT: Defendant and Respondent City of Gridley's Demurrer to Petition and Complaint

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

Alleged Fee Overcharging Does Not Constitute a Taking

The 5th Amendment to the US Constitution provides in part:

...

nor shall private property be taken for public use, without just compensation.

The first question is whether the alleged excess portion of the fee constitutes private property for purposes of the Takings Clause. As the City noted, there is an important difference between property that is subject to the takings clause versus property that is not.

Bronco Wine Co. v. Jolly (2005) 129 Cal.App.4th 988, 1030

The takings clause protects real property (*Lucas v. S. C. Coastal Council (1992) 505 U.S. 1003, 1019 [120 L. Ed. 2d 798, 815, 112 S. Ct. 2886]*), tangible personal property (*Andrus v. Allard (1979) 444 U.S. 51, 65 [62 L. Ed. 2d 210, 222, 100 S. Ct. 318]* (*Andrus*)) and intangible property. (*Ruckelshaus v. Monsanto Co., supra, 467 U.S. at pp. 1003–1004 [81 L. Ed. 2d at pp. 832–833]* (trade secrets).)

In reviewing case law relating to the Takings Clause, the Court is finding little to no indication that overcharging is recognized as a taking. The 9th Circuit Court of Appeal in *Rancho Mirage Mobilehome Cmty., LP v. Coachella Valley Water Dist.* 2023 U.S. App. LEXIS 28728 indicated the contrary. They found that an alleged overcharge for sewer services did not allege a compensable claim under the Takings Clause as a matter of law.

Plaintiff's objection to *Rancho Mirage* is noted – it is not a published decision and therefore not binding. However, the Court can consider it as persuasive authority. The Court is persuaded by the analysis in *Rancho Mirage* that overcharging does not implicate the Takings Clause and notes it is premised on well settled authority in *Koontz v. St. Johns River Water Mgmt. Dist.* (2013) 570 U.S. 595, 615. Consequently, the Court finds overcharging for electrical services is not a compensable claim under the Takings Clause.

Unconstitutional Conditions Doctrine

The unconstitutional conditions doctrine appears to be an amorphous legal principle. It applies to private property interests implicated by the Takings Clause. However it also applies to “public benefits”, i.e. interests that go beyond the scope of the Takings Clause.

In *City of Gridley v. Superior Court* (2024) 104 Cal.App.5th 1201 the Third District Court of Appeal made abundantly clear that user fees do not implicate the unconstitutional conditions doctrine. Plaintiff's opposition attempts to make a nuanced argument which apparently was not made to the 3DCA in the previous case: electrical service is a public benefit, and the unconstitutional conditions doctrine has been violated because the City has inadequate procedural protections in relation to that benefit.

The Court agrees with Plaintiff that the phrase "public benefits" for purposes of the unconstitutional doctrine is broad. (See *San Diego County Water Authority v. Metropolitan Water Dist. of Southern California* (2017) 12 Cal.App.5th 1124, 1159 [the term "public benefit" simply means a benefit conferred by a government entity, as opposed to a benefit conferred by a private actor])

However, the gravamen of Plaintiff's claim as outlined in his opposition is that rates are excessive. That does not state a claim under the unconstitutional conditions doctrine because it is not claiming a benefit (electrical service) is conditioned on accepting inadequate due process safeguards. Plaintiff's theory here is disguised as a claim that a benefit is being impermissibly conditioned on waiver of a constitutional right, when in reality the claim is a direct challenge to the rates charged. In other words, no matter how Plaintiff frames it, he is challenging the rates as excessive, not that he is being deprived of due process.

Defendant shall prepare and submit a form of order within two weeks.

6. 24CV01423 Rexel USA, Inc v. Sierra Range Electric et al.

EVENT: Plaintiff's Motion for Relief from Dismissal of First Amended Complaint as to Defendants Sierra Range Electric and Jacob R. Gonzales

Plaintiff's Motion for Relief from Dismissal of First Amended Complaint as to Defendants Sierra Range Electric and Jacob R. Gonzales is GRANTED. A further Case Management Conference is hereby set for July 8, 2026 at 10:30am.

7. **24CV01606 Citibank NA v. Leopoldo, Fredrick**

EVENT: Opposition to Claim of Exemption

The Court will conduct a hearing.

8-11. **24CV01751 Mendez, Miguel v. Anami, Younis et al.**

EVENT: (1) Plaintiff's Motion to Compel Defendant Younes Anani Individually and DBA The Waffle Shop's Response to Special Interrogatories, Set One

(2) Plaintiff's Motion to Compel Defendant Younes Anani Individually and DBA The Waffle Shop's Response to Production of Documents, Set One

(3) Plaintiff's Motion to Compel Defendant Younes Anani Individually and DBA The Waffle Shop's Response to Requests for Admissions, Set One

(4) Plaintiff's Motion to Compel Defendant Younes Anani Individually and DBA The Waffle Shop's Response to Form Interrogatories, Set One

All discovery motions are granted. The admissions are deemed admitted. Defendants are sanctioned jointly and severally in the amount of \$2,150.00. (No sanctions against defense counsel) Sanctions are payable within 10 days. Defendants are ordered to provide code compliant discovery responses without objection within 10 days' notice of this order.

Plaintiff shall prepare one form of order consistent with this ruling within two weeks.

12. 25CV03377 Li, Yi v. Crew Enterprises, LLC et al.

EVENT: Motion to Set Aside Entry of Default

The motion is continued to April 22, 2026 at 9:00am. The Court is inclined to grant Defendants' motion to set aside the default, but the moving papers do not include a proposed responsive pleading as required by CCP 473(b). While Defendants ask the Court to grant this motion and then allow 10 days to file a responsive pleading, the code simply does not permit that. Defendants shall submit their proposed pleading no later than April 14, 2026.

13. 25CV03708 Lehe, Caren v. Blue Oak Charter School, Inc

EVENT: Motion to Compel Discovery Responses and Request for Sanctions

Motion to Compel Discovery Responses and Request for Sanctions is moot in light of the fact verifications have been served. The Court finds the delay in providing verifications was due to mistake, inadvertence, and/or excusable neglect. As a result the objections are not waived. The request for sanctions is denied.

14. 25CV04779 Wilkey, Rodney D et al v. Ford Motor Company

EVENT: Motion for Entry of Protective Order

Motion for Entry of Protective Order is GRANTED. Code of Civil Procedure Section 871.26 does not alter well settled authority concerning trade secrets and other confidential information.

The Court notes it has not received the proposed protective order from Ford. There are no attachments to counsel's declaration. Counsel is ordered to meet and confer and present a

stipulated protective order within one week of this order. If counsel cannot agree on a protective order, each shall submit a protective order to the Court within 2 weeks of this order and the Court will select one.

Defendant shall prepare the form of order.

15. 26CV00124 In re: Seid, Dylan Matthew

EVENT: Change of name (minor)

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

16. 26CV00149 In re: Salvos, Christopher Michael

EVENT: Change of name (adult)

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

17. 26CV00154 In re: Norgrove, Ava Louise

EVENT: Change of name (adult)

There is no proof of publication on file. Upon the filing of the proof of publication, the Court will sign the decree provided.

18. 26CV00156 In re: Plaster, Meriah Brooke

EVENT: Change of name (adult)

There is no proof of publication on file. Upon the filing of the proof of publication, the Court will sign the decree provided.

19. 26CV00357 In re: Ramirez Gonzalez, Juana

EVENT: Change of name (adult)

There is no proof of publication on file. Upon the filing of the proof of publication, the Court will sign the decree provided.

20. 26CV00358 In re: Nisa, Tibi Forrest

EVENT: Change of name (minor)

There is no proof of publication. Upon the filing of the proof of publication, the Court will sign the decree provided.