

**** FOR THIS HEARING ONLY: IF YOU ARE REQUESTING ORAL ARGUMENT
PLEASE CALL 530-532-7125****

1. 21CV02860 Debt Management Partners, LLC v. Fuentes, Teresea

EVENT: Opposition to Claim of Exemption

The Court will conduct a hearing.

2-7. 23CV00528 Rosinski, Melinda et al. v. Piercey, Matthew et al.

EVENT: (1) Amended Motion to Compel Further Responses to Special Interrogatories Propounded to Defendant Piercey and Associates LTD (Continued from 4/29/26 and 5/20/26)

(2) Amended Motion to Compel Further Responses to Requests for Special Interrogatories Propounded to Defendant Rodney Piercey (Continued from 4/29/26 and 5/20/26)

(3) Amended Motion to Compel Initial Responses from Defendant Rodney Piercey and for Monetary Sanctions (Continued from 4/29/26 and 5/20/26)

(4) Amended Motion to Compel Further Responses to Requests for Production of Documents Propounded on Piercey and Associates (Continued from 4/29/26 and 5/20/26)

(5) Amended Motion to Compel Further Responses to Request for Form Interrogatory 15.1 from Defendants Rodney Piercey, Piercey & Associates, and Kenneth Piercey (Continued from 4/29/26 and 5/20/26)

(6) Defendant Rodney Piercey's Motion for Relief from Waiver of Objections to Plaintiff's Request for Production, Set One (Continued from 6/3/26)

After considering the proposed candidates submitted by counsel, the Court selects Douglas Robbins to serve as discovery referee. The referee is appointed referee for all purposes concerning discovery disputes between the parties.

The referee shall have the authority to set the date, time, and place for all hearings determined by the referee to be necessary; to direct the issuance of subpoenas; to preside over hearings; to take evidence; and to rule on objections, motions, and other requests made during the course of the hearings, all with the same authority as if the

Court were to preside thereat (except for the power of contempt which is specifically reserved to the Court).

The referee shall submit a written report to the parties and to the Court within twenty (20) days after the completion of the hearing, containing a proposed order and proposed sanctions if deemed appropriate.

Any objections to the report shall be filed with the Court no later than ten (10) calendar days after the date of mailing the report to counsel, which objections shall notice a hearing; copies of the objections and responses thereto shall be served upon the special referee.

The fees for the referee and for any Certified Shorthand Reporter shall be paid equally by the parties within ten (10) days of billing, according to their customary fee. However, the discovery referee may recommend that one or more of the parties pay more than an equal share of fees.

The Court reserves jurisdiction to make such other and further orders with respect to the special referee as may be just and proper.

Plaintiff shall prepare and submit a form of order consistent with this ruling within 2 weeks.

8-9. 23CV01923 Greenberg, Stuart et al. v. Jacques, Michael et al.

EVENT:

- (1) *Defendant William Jacques' Demurrer to Second Amended Complaint*
- (2) *Defendant Michael Jacques and Alpha Omega Investment Services, LLC's Motion to Compel Further Responses and Production of Documents*

Defendant Michael Jacques and Alpha Omega Investment Services, LLC's Motion to Compel Further Responses and Production of Documents

This discovery motion, along with all other pending and future discovery disputes, is referred to the discovery referee. At the previous hearing counsel indicated a stipulation to select Douglas Jacobs as referee was forthcoming. The Court will hear from counsel re: status.

Defendant William Jacques' Demurrer to Second Amended Complaint

Intentional Misrepresentation

The demurrer is OVERRULED.

Defendant contends there are no misrepresentations of fact, only character assessments. In reviewing the pleading, paragraph 241 clearly alleges two statements of fact – “Michael Jacques was someone who honored his obligations” and “he [William Jacques] was not aware of Michael Jacques’ financial state”.

As to the other representations that Michael was “financially trustworthy” and that William “was not aware of anything that should dissuade Plaintiff from lending to Michael Jacques”, an argument could be made that these statements are opinions.

However, even if they were opinions, when an opinion is provided as implying facts which justify a belief in the truth of the opinion, such statements may be actionable, *see Cohen v. S & S Constr. Co.* (1983) 151 Cal.App.3d 941, 946. On demurrer we make all reasonable inferences in favor of Plaintiff. (*Kruss v. Booth* (2010) 185 Cal.App.4th 699, 713) In sum, several statements are clearly statements of fact, and the statements which are debatable survive demurrer.

Defendant contends the pleading negates falsity, stating the knowledge of the 2011 bankruptcy does not equate to knowledge of Michael Jacques’ financial condition in mid-2017 when the statement was made. Defendant argues historical events are too attenuated concerning the statements allegedly made in 2017. These arguments essentially go to the weight of the allegations. While these arguments might be persuasive to the trier of fact, our task is to determine whether the allegations state a legally viable cause of action, not whether Plaintiff is likely to succeed at trial.

In a similar vein, William challenges how representations made in 2017 could demonstrate reasonable reliance and causation for business transactions occurring in 2020. However, the pleading alleges reasonable reliance and causation in paragraphs 246 and 247.

Weil & Brown California Practice Guide (The Rutter Group) (2022) Civil Procedure Before Trial, Demurrer, [7:44]

No matter how unlikely: The sole issue raised by a general demurrer is whether the facts pleaded state a valid cause of action – not whether they are true. Thus, no matter how unlikely or improbable, plaintiff’s allegations must be accepted as true for the purpose of ruling on demurrer. [*Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 CA3d 593, 603]

Constructive Fraud

The demurrer is SUSTAINED WITH LEAVE TO AMEND.

Because fiduciary/confidential relationship is an essential element of fraud, it must be plead with specificity, see *Schauer v. Mandarin Gems of Cal., Inc.* (2005) 125 Cal.App.4th 949, 961. Here, the allegation that Plaintiff and Defendant were in a 5 + year business relationship is not sufficiently specific to establish a confidential relationship. Other allegations concerning trust and a duty to disclose are conclusory.

Concealment

The demurrer is SUSTAINED WITH LEAVE TO AMEND.

CACI 1901 provides (4) distinct theories in which a Plaintiff can establish the first element of a concealment claim. The only theory applicable based on the operative pleading appears to be intentional failure to disclose facts in the context of a fiduciary or confidential relationship. As discussed, the pleading as constructed fails to sufficiently allege a confidential relationship. As a result, the demurrer is sustained.

Negligent Misrepresentation

The demurrer is SUSTAINED WITH LEAVE TO AMEND.

Negligent misrepresentation requires factual allegations establishing that defendant owed plaintiff a duty. (See *Friedman v. Merck & Co.* (2003) 107 Cal.App.4th 454, 477) As with fraud, negligent misrepresentation must be plead with specificity. (See *West v. JPMorgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 780, 792-793)

The pleading does not expressly allege a duty of care. The opposition appears to reference the existence of a fiduciary or confidential relationship as a basis for imposing a duty. As discussed, existence of confidential relationship has not been sufficiently pled.

To the extent leave to amend is granted, Plaintiff shall amend within 20 days' notice of this order.

Defendant William Jacques shall prepare the form of order within two weeks.

10. 23CV02027 Midland Credit Management, Inc v. Baxter, Elana

EVENT: Motion to Request a Judgment Nunc Pro Tunc

Motion to Request a Judgment Nunc Pro Tunc is GRANTED. The Court will sign the proposed order.

11. 23CV02903 Salvagno, Rachele v. Tri Counties Bank

EVENT: Defendant's Renewed Motion to Compel Responses to Written Discovery and Monetary Sanctions

Defendants Renewed Motion to Compel Responses to Written Discovery and Monetary Sanctions is GRANTED. Plaintiff is ordered to provide verified responses without objection within 10 days' notice of this order.

Although the Court is mindful of the explanations from Plaintiff concerning the delays in responding, ultimately those explanations do not excuse a delay of this length, considering the requests were served in December 2025. As a result, Plaintiff is sanctioned in the amount of \$2,705.00, payable within 30 days.

Defendant shall prepare a form of order consistent with this ruling within two weeks.

12. 25CV01086 Robinson, Lorilee Meranda v. Transdev Services, Inc.

EVENT: Defendant's Motion for an Order Deeming Matters Admitted and for Monetary Sanctions

Defendant's Motion for an Order Deeming Matters Admitted and for Monetary Sanctions is GRANTED. It is well settled that unverified responses are tantamount to no responses at all. (*Melendrez v. Superior Court* (2013) 215 Cal.App.4th 1343, 1348) Plaintiff (but not Plaintiff's counsel) is sanctioned in the amount of \$1,428.00, payable within 30 days. The Court will sign the proposed order with this modification.

13. 25CV03376 Li, Yi v. AMCAL Chico LLC et al.

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

Plaintiff's Motion for Leave to File a Second Amended Complaint is DENIED. CCP 1005 requires a minimum of 16 court days' notice. An additional 2 court days are required when service is effectuated electronically as occurred here. (CCP 1010.6(a)(3)(B))

The proof of service indicates the motion was served on May 19. Factoring in the Memorial Day Court Holiday, May 19 is 15 court days before the hearing.

14. 25CV04067 Wells Fargo Bank, N.A. v. Sifton, Adrian

EVENT: Plaintiff's Motion to Deem Requests for Admissions Admitted

Plaintiff's Motion to Deem Requests for Admissions Admitted is GRANTED. The Court will sign the proposed order.

15. 25CV05091 De Baun, Roger Dale v. Fulton, Lauren Lynn et al.

EVENT: City of Oroville's Demurrer to Plaintiff's Complaint

Per CCP 472 and the First Amended Complaint (FAC) filed on May 29, the demurrer is moot. The Court notes that the FAC was filed one day late.

16. 26CV01040 Turri, Daniel Eugene James v. Volkswagen Group of America Inc.

EVENT: Defendant Volkswagen Group of America, Inc.'s Demurrer to Plaintiff's Complaint

First and Fourth Causes of Action

As Defendant noted, these causes of action are essentially duplicative as they seek remedies for failure to repurchase or replace after a reasonable number of attempts. Regarding Defendant's argument that the Complaint fails to sufficiently allege the vehicle was new for purposes of *Rodriguez v. FCA US LLC* (2024) 17 Cal.5th 189, the Court disagrees. The Court finds paragraph 10 sufficiently alleges a new vehicle as that term is defined in *Rodriguez*.

Defendant contends that pursuant to Civ. Code 1791.2 the complaint must identify the authorized retail entity that sold Plaintiff the vehicle. Nowhere in section 1791.2 does it require Plaintiff to identify the identity of the retailer at the pleading stage. From a practical perspective, if the vehicle was sold from an unauthorized retailer the chances that it is actually a new vehicle pursuant to *Rodriguez* is probably slim, but there is no authority for sustaining a demurrer on this ground. Section 1971.2 contemplates a warranty from a manufacturer or retailer, and paragraph 10 adequately alleges Plaintiff received a warranty from the manufacturer.

As to the issue of whether the Complaint sufficiently alleges non-conformities, the Court finds that it does. Paragraph 12 alleges ultimate facts including defects with the braking system.

The Court agrees with Defendant that the allegations in the Complaint that Defendant has had a “reasonable number of opportunities” to cure the alleged defects is conclusory. It is essentially a restatement of the statutory language. At a minimum there should be allegations as to how many attempts were made. The demurrer is sustained with leave to amend on this ground.

Defendant’s contention that the Complaint’s willful allegations are conclusory is overruled on procedural grounds. A demurrer is not the appropriate mechanism to challenge a portion of a cause of action. (*See PH II, Inc. v. Superior Court* (1995) 33 Cal.App.4th 1680, 1681) Section 1794(c) provides a supplemental remedy, but it is not an essential element of a cause of action.

Lastly, Defendant demurrers to the pleading as a whole on uncertainty grounds. Demurrers for uncertainty are disfavored and are granted only if the pleading is so incomprehensible that a defendant cannot reasonably respond. (*Morris v. JPMorgan Chase Bank, N.A.* (2022) 78 Cal.App.5th 279, 292) The pleading is nowhere near unintelligible. The demurrer is overruled on that ground.

Second Cause of Action (Civ. Code 1793.2(b))

The demurrer is SUSTAINED WITH LEAVE TO AMEND. The Complaint simply restates the statutory language. Plaintiff must identify the representative(s) who allegedly performed repairs and at least provide general allegations as to when those events occurred.

Third Cause of Action (Civ. Code 1793.2(a)(3))

The demurrer is SUSTAINED WITH LEAVE TO AMEND. The Complaint simply restates the statutory language. Further, the fact that the service provider is not identified and no dates for service identified exacerbates the lack of factual allegations.

Fifth Cause of Action (Civ. Code 1792 Implied Warranty for Merchantability)

The demurrer is SUSTAINED WITH LEAVE TO AMEND. Civ. Code 1792 requires the pleading allege retail sale within this state. In reviewing the complaint, there are no allegations that the transaction occurred within this state and again, there are no allegations identifying who sold the vehicle.

To the extent leave to amend is granted, Plaintiff shall amend within 20 days’ notice of this order. Defendant shall prepare and submit a form of order consistent with this ruling within 20 days.

17. **26CV01312 In re: Acosta, Jennifer Alexis**

EVENT: Change of name (adult)

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