

1. 26CV00982 Cole, Juan v. Neher, Timothy

EVENT: Specially Appearing Defendant Timothy Neher's Motion to Quash Service of Summons

There is a fundamental problem with Ms. Diaz's declaration. She does not allege to have personally witnessed the circumstances in which Mr. Chamberlin served Mr. Neher.

The Court will hear from Mr. Chamberlin directly regarding the events surrounding service of process.

2. 26CV01457 In re: Blaker, Emily

EVENT: Change of name (adult)

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

3. 153846 Cach LLC v. Ford, Christina M

EVENT: Motion to Vacate Judgment

Motion to Vacate Judgment is GRANTED. The Court will sign the proposed order. A case Management Conference is hereby scheduled for September 9, 2026 at 10:30am.

4-5. 26CV01665 Perondi, Christopher v. Bingaman, Renee

EVENT: (1) Demurrer to Plaintiff's Complaint

(2) Defendant's Motion for Sanctions Against Plaintiff and Plaintiff's Counsel Pursuant to CCP 128.7

Demurrer

Meet and Confer

Plaintiff's arguments re: meet and confer are noted, however, CCP 435.5(a)(4) prohibits the Court from denying a motion on meet and confer grounds.

CCP 430.60 and CRC 3.1320

Plaintiff's objections on these grounds are noted. However, the Court is not overruling the demurrer on these grounds.

Extrinsic Evidence

The opposition references a gift affidavit and text messages, all of which are extrinsic to the Complaint. It is well settled that 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) As a result, the Court cannot consider this evidence at this stage.

Statute of Frauds

The general rule is that oral contracts for real property are invalid. (See Civil Code 1624(a)(3)) However, equitable estoppel may preclude the use of a statute of frauds defense. (*Byrne v. Laura* (1997) 52 Cal.App.4th 1054, 1068) The doctrine of estoppel to assert the statute of frauds has been consistently applied by the courts of this state to prevent fraud that would result from refusal to enforce oral contracts in certain circumstances. Such fraud may inhere in the unconscionable injury that would result from denying enforcement of the contract after

one party has been induced by the other seriously to change his position in reliance on the contract (*Id*)

Here, the pleadings sufficiently allege in paragraphs 10 and 11 that Plaintiff was induced to rely on Defendants' promise that he would be added to title after he made the \$65,000 down payment. As a result, the pleading adequately alleges estoppel. Thus, the statute of frauds does not bar the action at the demurrer stage.

Marvin Claim

The demurrer is overruled.

Preliminarily the Court notes that a "Marvin Claim" was not expressly pled in the Complaint. *Marvin* provides cohabitating couples may pursue a variety of legal theories including implied contract. The Court interprets the demurrer as a challenge to the second cause of action for implied contract.

To the extent the demurrer challenges the implied contract claim on statute of frauds grounds, the Court reincorporates its discussion of the statute of frauds and estoppel here. Per that discussion, the statute of frauds does not bar the claim at this stage.

Plaintiff cited *Maglica v. Maglica* (1998) 66 Cal.App.4th 442 in arguing a *Marvin* claim cannot confer equity interests. However, *Maglica* dealt with quantum meruit, not implied contract. Thus, *Maglica* does not support Defendant's contention that Plaintiff cannot obtain an equity interest under his implied contract claim.

The allegations that Plaintiff made the downpayment and his half of the mortgage payments, as well as improvements, could establish an implied contract. Those allegations, if true, (and not considering the extrinsic evidence proffered in this demurrer) could establish that "each knows, or has reason to know, that the other party will interpret the conduct as an agreement to enter into a contract". (See CACI 305)

Quantum Meruit

The demurrer is overruled. Contrary to the demurrer, this cause of action does not seek recovery for equity contributions. Rather, the complaint alleges Plaintiff made improvements to the property including a driveway, etc.

Declaratory Relief

Because the demurrer is overruled as to the breach of contract causes of action, the demurrer to the declaratory relief cause of action is necessarily overruled.

Defendant shall file an answer within 20 days' notice of this order.

CCP 128.7 Motion

The motion is denied without prejudice for two reasons. First, factoring in the June Teenth court holiday (June 19) the motion was served only 8 court days before the hearing, in violation of CCP 1005. Second, in light of the Court's ruling overruling the demurrer the motion is premature.

Plaintiff shall prepare the form of order within two weeks.