**Judge Benson – Law & Motion – Wednesday, November 4, 2026 @ 9:00 AM**

1. **24CV00200 Lovgren, Christian et al v. Enloe Medical Center**

*EVENT: Status Hearing*

Pursuant to CCP 384(b) Plaintiff's counsel shall prepare an amended judgment consistent with the administrator's representations in the supplemental declaration filed on October 14, 2026 within two weeks.

2. **25CV02668 Corbin, Justin et al v. Holland, Jerry C et al.**

*EVENT: Defendants Butte County and Butte County Animal Control's Demurrer to First Amended Complaint*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

The dangerous condition of public property cause of action rests on Plaintiff's allegation that the subject trails were unsafe because there was no fence protecting the public from Defendant Jerry Holland's dogs located on his adjacent property. Case law provides that, in certain circumstances, failure to erect a protective barrier can support a dangerous condition of public property cause of action. (*See Swaner v. City of Santa Monica* (1984) 150 Cal.App.3d 789)

*Swaner* is factually distinguishable in that the City owned both the parking lot and the beach. *Swaner* involved a third party's concurrent negligent use of public property. This case involves the concurrent negligent use of adjacent private property. Under the facts of this case, it cannot be disputed that the dangerous condition originated not from public property, but from private property.

Thus, there is no dangerous condition of public property. The lack of fence, in isolation, does not establish a dangerous condition. The lack of fencing around a public walking trial is not a physical defect in the property.

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

**3. 25CV03377 Li, Yi v. Crew Enterprises, LLC et al.**

*EVENT: Demurrer to Plaintiff's Fourth Amended Complaint*

*Fraudulent Misrepresentation*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

In our previous ruling we stated "the pleading does not allege how the representation of "student housing" harmed plaintiff." Neither the allegations nor that attachment of a dollar figure in the Fourth Amended Complaint explain any connection between the alleged misrepresentation of "student housing" and any legally cognizable damage connected to that representation.

*Quiet Enjoyment*

The demurrer is SUSTAINED WITHOUT 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) To be actionable, the landlord's act or omission must substantially interfere with a tenant's right to use and enjoy the premises for the purposes contemplated by the tenancy.

The allegations in the Fourth Amended Complaint do not amount to a substantial interference. It is an isolated verbal dispute that was temporary in nature.

*Retaliation*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

A carpet stain on a common hallway does not render the dwelling untenable under Civ. Code 1941.1.

*Unfair Business Practices*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

Based on the Court's rulings on the other causes of action, Plaintiff cannot establish either the "unlawful" or "fraudulent" prongs of the statute. As to the "unfair" prong, the student housing allegations do not meet the standard of "unfair" as defined in *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co*. (1999) 20 Cal.4th 163, 186.

Additionally, the pleading does not allege injury in fact caused by the student housing representation.

Defendants shall prepare a form of order and a judgment of dismissal within two weeks.

**4-7. 25CV04058 Ngyuen, Darren v. SunStrong Capital Holdings, LLC et al**

*EVENT: (1) Motion to Compel Compliance With Deposition Subpoena for Production of Business Records Against Infinite Sunshine 2015-1LLC (Continued from 9/30/26)*

*(2) Motion to Compel Further Responses to Special Interrogatories Set One Against Sunstrong Capital Holdings LLC*

*(3) Motion to Compel Further Responses to Request for Production of Documents Set One Against Sunstrong Capital Holdings LLC*

All (4) discovery motions are granted as unopposed.

Regarding the motions pertaining to Sunstrong Capital Holdings LLC, Sunstrong is ordered to pay sanctions in the total sum of $3,060, or $1,020.00 per motion. The Court will sign the proposed orders with this modification.

**8. 25CV04239 Midland Credit Management, Inc v. White, Randall E**

*EVENT: Defendant's Motion for Sanctions Against Plaintiff for Failure to Comply with this Court's Order to Produce Documents*

Defendant's Motion for Sanctions Against Plaintiff for Failure to Comply with this Court's Order to Produce Documents is GRANTED in PART. The Court imposes the following issue sanction:

> Plaintiff is barred from submitting the following evidence at trial: the master purchase and sale agreement and "Addendum no. 14".

The request for monetary sanctions is DENIED.

The Court will prepare the order.

## 9. 26CV01430 McMillian, Shawn Anthony v. Google LLC

*EVENT: Google LLC's Demurrer to First Amended Complaint*

The Demurrer is SUSTAINED WITHOUT LEAVE TO AMEND on Statute of Limitations Grounds.

The FAC alleges Plaintiff posted his ideas in 2015 after logging in through Google. The opposition does not dispute that the causes of action first accrued in 2015, rather Plaintiff relies on various theories to toll the applicable limitation periods.

*Continuing Violation Doctrine and the Continuous Accrual Theory*

The continuing violation doctrine aggregates a series of wrongs or injuries for purposes of the statute of limitations, treating the limitations period as accruing for all of them upon commission or sufferance of the last of them. (*Aryeh v. Canon Business Solutions, Inc*. (2013) 55 Cal.4th 1185, 1192) Under the theory of continuous accrual, a series of wrongs or injuries may be viewed as each triggering its own limitations period, such that a suit for relief may be partially time-barred as to older events but timely as to those within the applicable limitations period. (*Id*)

Here, despite allegations that Google's "exploitation of Plaintiff's intellectual property is ongoing and continuous" and that "Each daily use constitutes a fresh, independent violation", the Court finds Plaintiff has failed to sufficiently plead continuing violation doctrine and/or continuous accrual theory.

No independent injury has been pled that is independent from the 2015 allegations. All of the harm alleged stems from the alleged wrong-doing in 2015.

*Delayed Discovery*

Paragraph 55 of the FAC and the corresponding attachment conclusively demonstrate that Plaintiff had, or should have had, inquiry notice of the causes of action no later than October 2020. Consequently, at most, for purposes of this motion the limitations periods tolled no later than October 2020.

*Estoppel*

*Lantzy v. Centex Homes* (2003) 31 Cal.4th 363, 383:

> Equitable estoppel, however, … comes into play only after the limitations period has run and addresses … the circumstances in which a party will be estopped from asserting the statute of limitations as a defense to an admittedly untimely action because his conduct has induced another into forbearing suit within the applicable limitations period.
>
> [Emphasis added]

Here Plaintiff alleges estoppel based on an email sent by Maintop that the data was permanently purged. The FAC also alleges, albeit in conclusory fashion, an agency relationship between Google and Maintop.

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]

Numerous cases have held a pleading of agency an averment of ultimate fact. (*Skopp v. Weaver* (1976) 16 Cal.3d 432, 437)

The FAC attempts to connect representations made by Maintop and Ideaswatch to Google based on an agency theory. Based on the preceding principles, the pleading sufficiently alleges an agency relationship.

However, even assuming there was an agency relationship, the pleading fails to sufficiently allege any inducement made by any of the entities to cause Plaintiff to delay in bringing this action. As discussed, the October 2020 letter to the DOJ is the latest the statute of limitations was tolled.

According to Plaintiff Maintop purged the data in 2023. However, the email that was sent communicating that information to Plaintiff was dated in 2026. Plaintiff cannot claim he was induced in 2023 to delay in bringing this suit considering he wasn't even informed of the decommission until 2026.

Plaintiff also makes a blanket statement that google made representations that his submissions would not be transferred. He references exhibit 35-F. While his index of exhibits indicates there is an exhibit 35-F, no such exhibit appears to be attached to the pleading. His generalized statements that Google made representations that induced him to delay filing the action are insufficient. They do not identify a date of the communication or the person who made the communication.

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

**10-11. 26CV01872 Davis, Katherine v. Arredondo Automotive Group Inc et al.**

*EVENT: (1) Wells Fargo Bank, N.A.'s Demurrer to Plaintiff's First Amended Complaint*

*(2) Defendant Adesa California LLC's Demurrer to Plaintiff's First Amended Complaint*

Wells Fargo Demurrer

*Wrongful Repossession*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

With respect to Wells Fargo, the wrongful repossession cause of action rests on two theories – that Wells Fargo never possessed a valid and enforceable security interest under the RISC, and that Wells Fargo did not "proceed in a commercially reasonable manner pursuant to Com. Code 9610.

The allegations regarding the security interest depend on Plaintiff's allegation that the assignment to Wells Fargo was void. The pleading alleges that the operative contract only permitted one assignment which was made to GM Financial. Thus, Plaintiff contends, the subsequent assignment to Wells Fargo was void.

Her contention is contradicted by the contract attached to the pleading which clearly provides the agreement is assignable. The Court may disregard allegations inconsistent with exhibits attached to the pleading. (*Bldg. Permit Consultants, Inc. v. Mazur* (2004) 122 Cal.App.4th 1400, 1409) Additionally, the opposition expressly concedes the assignment issue. ("Plaintiff does not challenge the seller's ability to assign the contract.")

Consequently, Plaintiff cannot support her wrongful repossession claim on the ground the assignment was void.

As to the theory that the repossession was not commercially reasonable, Plaintiff alleges the tow company was not licensed. Defendant asks us to take judicial notice of the fact that the tow company, Real Time Auto Recovery / North Valley Towing, who is the tow company named in the pleading, is licensed. The request for judicial notice is granted.

Based on the Bureau of Security and Investigative Services records, North Valley Towing was licensed. Consequently, Plaintiff cannot plead that the tow company was unlicensed.

The fact that the tow company was licensed also implicates Business and Professions Code section 7507.13(b) referenced by Defendant. Pursuant to that statute, Wells Fargo is not

responsible for any act or omission by North Valley Towing. Thus, any claim with respect to commercial reasonableness as it applies to Wells Fargo is effectively barred.

*Commercial Code 9625*

The demurrer is SUSTAINED WITH LEAVE TO AMEND.

The Court reincorporates its discussion regarding wrongful repossession.

Com Code 9625 provides remedies for violations of the Secured Transactions division of the Uniform Commercial code. It does not, in an of itself, set forth rules regulating the manner in which property is disposed.

The pleading alleges section 9625 was violated by failing to comply with the requirements of sections 9609,9610, and 9620. The pleading does not allege facts supporting the conclusory allegation that sections 9609, 9610, and 9620 were violated. As to section 9610, as discussed, Business and Professions Code 7507.13(b) nullifies liability. As to section 9609, Business and Professions Code 7507.13(b) nullifies liability under that statute as well.

That leaves section 9620, a statute not addressed in the moving papers. Plaintiff is granted leave to amend to allege facts supporting her claim section 9620 was violated, thereby supporting her section 9625 cause of action.

*Rees-Levering Act*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

The pleading fails to specifically allege facts demonstrating how Wells Fargo as an assignee is liable under the ACT. In light of Plaintiff's concession that Wells Fargo was an assignee to the contract, Plaintiff cannot amend because the cause of action is limited to the contracting parties and Wells Fargo did not prepare the contract. As to the allegations concerning post repossession notices, the pleading does not allege the vehicle has been sold.

*Consumer Legal Remedies Act*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

The assignment to Wells Fargo is not a transaction covered under Civil Code 1770.

*Rosenthal Act*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND for the same reasons discussed in the Rees-Levering and Consumer Remedies Act causes of action. Additionally, as discussed supra, Business and Professions Code section 7507.13(b) immunizes Wells Fargo from liability for the agents' conduct in carrying out the repossession.

*Conversion*

The demurrer is SUSTAINED WITH LEAVE TO AMEND.

The pleading alleges Defendant lacked a lawful security interest. That is a legal conclusion. Consequently, the only facts that could possibly be alleged in support of the legal assertion that Wells Fargo does not have a lawful security interest are allegations that Plaintiff made all payments such that Wells Fargo is not entitled to possession of the vehicle.

*Trespass to Chattels*

For the same reasons discussed regarding the conversion cause of action, the demurrer is SUSTAINED WITH LEAVE TO AMEND.

*Unfair Competition (UCL)*

The demurrer is SUSTAINED WITH LEAVE TO AMEND.

The "unlawful" prong of the UCL is simply derivative of other causes of action. Because the Court has sustained the demurer on all causes of action, the unlawful prong has not been met.

"Fraudulent" prong - the pleadings "fraudulent" allegations concern the RISC. As discussed, Wells Fargo was an assignee to the contract; it did not prepare the contract. Therefore, the pleading cannot allege fraudulent conduct with respect to this defendant.

"Unfair" prong – this case does not implicate antitrust issues.

*Declaratory Relief*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

Injunctive and declaratory relief are equitable remedies, not causes of action. (*Faunce v. Cate* (2013) 222 Cal.App.4th 166, 172)

Plaintiff shall amend within 10 days' notice of this order.

Defendant Wells Fargo shall prepare and submit a form of order within 2 weeks.

ADESA Demurrer

*Wrongful Repossession*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

The pleading does not allege Adesa is a secured party, nor could it based on the existing allegations.

*Second Cause of Action for Violation of Com. Code 9625*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND for the same reasons discussed in the wrongful repossession cause of action.

*Rees-Levering Act*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

As discussed, Plaintiff cannot possibly plead Adesa was a secured party or a lender. Consequently, the Rees-Levering Act is not applicable.

*Consumer Legal Remedies Act*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

Civil Code 1770 does not apply to Adesa as it was not a party to the contract.

*Rosenthal Act*

The demurrer is SUSTAINED WITHOUT LEAVE TO AMEND.

The Rosenthal Act only applies to party's who regularly engage in debt collection. Plaintiff cannot allege Adesa, an auction company, regularly engages in debt collection services.

*Unfair Competition (UCL)*

The demurer is SUSTAINED WITH LEAVE TO AMEND.

With respect to the "unlawful" prong of the UCL, because the Court is sustaining the demurrer as to all causes of action, the pleading has not satisfied the unlawful prong.

"Fraudulent" prong - the pleadings "fraudulent" allegations concern the RISC for which Plaintiff cannot allege Adesa was a party. Therefore, the pleading fails to allege fraudulent conduct with respect to this defendant.

"Unfair" prong – this case does not implicate antitrust issues.

Plaintiff can amend if she so chooses to allege facts under the fraudulent prong unrelated to the RISC.

*Conversion*

The demurrer is SUSTAINED WITH LEAVE TO AMEND.

The demurrer is sustained for the same reasons as the Wells Fargo Demurrer – the pleading fails to allege facts demonstrating Plaintiff is entitled to possession, i.e., that she is current on payments.

Additionally, the pleading does not allege facts demonstrating Adesa's actual or constructive knowledge of the conversion. (*Irving Nelkin & Co. v. S. Beverly Hills Wilshire Jewelry & Loan* (2005) 129 Cal. App. 4th 692, 699.)

*Trespass to Chattels*

For the same reasons discussed concerning the Conversion cause of action, the demurrer is SUSTAINED WITH LEAVE TO AMEND.

*Declaratory Relief*

The demurrer is SUSTAIEND WITHOUT LEAVE TO AMEND.

Injunctive and declaratory relief are equitable remedies, not causes of action. (*Faunce v. Cate* (2013) 222 Cal.App.4th 166, 172)

Plaintiff shall amend within 10 days' notice of this order.

Defendant Adesa shall prepare and submit a form of order within 2 weeks.

## 12. 26CV02805 In re: O'Donnell, Daniel Kimberly Elizabeth Creamer

*EVENT: Change of name (adult) (Continued from 10/7/26 and 10/21/26)*

The petition is in order. The Court will sign the decree provided.

**13. 26CV02950 In re: Terrill, Serenity Paj Dawb**

*EVENT: Change of name (adult) (Continued from 10/21/26)*

The petition is in order. The Court will sign the decree provided.

**14. 26CV03591 In re: Braun, Chance Lea**

*EVENT: Change of name (adult and minor)*

The petition is in order. The Court will sign the decree provided.

**15. 26CV03696 In re: Thomas, Scarlett Aurora**

*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.