

**Judge Mosbarger – Law & Motion – Wednesday, July 16, 2025 @ 9:00 AM
TENTATIVE RULINGS**

1-2. 21CV00573 BRAZELL, ANDREA ET AL V. OROVILLE HOSPITAL

EVENTS: (1) Status Conference

(2) Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement

The Motion for Final Approval of Class Action Settlement is granted, and a compliance hearing is set for January 14, 2026 at 10:30 a.m. The Court will sign the form of order submitted by counsel with the addition of the final compliance hearing date and a deadline for filing the Declarations attesting to compliance no later than 7 calendar days before the hearing.

3. 22CV02187 A, C V. COUNTY OF BUTTE

EVENT: Defendant's Motion to Compel Independent Mental Examination of Plaintiff

Defendant's Request for Judicial Notice is granted as to existence of court rulings, but not of the truth of factual findings or statements contained within those rulings. The Motion is granted. Plaintiff is required to sit for a mental examination with a neuropsychologist, consistent with the scope and forth set forth in the Stipulation Re: Defense Mental Examination of Plaintiff included as Exhibit 5 to the Declaration of Alison J. Southard, filed on June 27, 2025; and the mental examiner is not required to produce the testing materials directly to Plaintiff's counsel given that the examiner will produce those materials to a neuropsychologist of Plaintiffs' counsel's choice. Counsel for the Defendant shall prepare and submit a form of order consistent with this ruling within two weeks.

4. 23CV03574 HOBBS, JOY V. GORI, TRENTO, III

EVENT: Plaintiff's Motion to Amend Pleadings

The Motion fails to comply with any of the procedural requirements of California Rules of Court Rule 3.1324, and the Motion is denied.

5-6. 24CV02152 MALROSE, MARY JO V. HYUNDAI MOTOR AMERICA

EVENTS: (1) Defendant's Motion to Compel Binding Arbitration

*(2) Case Management Conference *Special Set*

The moving party must prove by a preponderance of evidence the existence of the arbitration agreement and that the dispute is covered by the agreement. *Cruise v. Kroger Co.* (2015) 233 Cal.App.4th 390, 396-397, 399-400. The burden then shifts to the resisting party to prove by a preponderance of the evidence a ground for denial. *Rosenthal v. Great Western Fin'l Secur. Corp.* (1996) 14 Cal.4th 394, 413. In regard to

the Owner's Handbook & Warranty Information, the Court finds that an arbitration provision buried within an Owner's Handbook, without clear evidence of mutual assent or a separate signed agreement, is not enforceable. Thus, Defendant has failed to meet its burden of proving the existence of a valid arbitration agreement. In regard to the Bluelink Connected Services Agreement, the Court finds that it does not apply to the allegations in the Complaint, and thus Defendant has failed to establish that the dispute is covered by the agreement. The Motion is denied. The Case Management Conference is continued to October 22, 2025 at 10:30 a.m. Case Management Conference Statements are to be timely filed and served.

7. 25CV01304 KP DESIGN & CONSTRUCTION, INC. V. HAYES, CRYSTAL M.

EVENT: Demurrer to Cross-Complaint

The Court concludes that the First Amended Cross-Complaint ("FACC" herein) properly alleges necessary elements to establish alter ego. Fundamentally, there are two elements that the alter ego plaintiff must prove (*Automotriz del Golfo v Resnick* (1957) 47 Cal.2d 792, 796; *Sonora Diamond Corp. v Superior Court* (2000) 83 Cal.App.4th 523, 528): (1) That "there is such a unity of interest between the corporation and another person or entity that they have no separate existence"; and (2) That an inequitable result would follow if the corporation alone is held liable for the contact or tort. Ultimately, a complaint must set forth the facts with sufficient precision to put the defendant on notice about what the plaintiff is complaining and what remedies are being sought. *Leek v. Cooper* (2011) 194 Cal.App.4th 399 citing *Signal Hill Aviation Co. v. Stroppe* (1979) 96 Cal.App.3d 627, 636.) To recover on an alter ego theory, a plaintiff need not use the words "alter ego," but must allege sufficient facts to show a unity of interest and ownership, and an unjust result if the corporation is treated as the sole actor. *Id.* citing *Vasey v. California Dance Co.* (1977) 70 Cal.App.3d 742, 749. Here, the Court finds that the FACC alleges sufficient facts to pursue an alter ego theory. [FACC ¶¶2, 3, 6, 7, 9]. The Demurrer is overruled on this basis in relation to each of the Causes of Action as raised by the Cross-Defendant.

California law limits the implied warranty of reasonable construction to newly built homes, and not to remodels or renovations. See, *Pollard v. Saxe & Yolles Dev. Co.* (1974) 12 Cal.3d 374, 378; *Shapiro v. Hu* (1986) 188 Cal.App.3d 324. Here, the Cross-Complaint alleges that the breach was in relation to renovations to Cross-Complaint's property. [FACC ¶10]. As such, the Demurrer to the Second Cause of Action for Breach of Implied Warranty is sustained on that basis without leave to amend.

The Court finds that Cross-Complainant has sufficiently stated a cause of action for negligence, and such is not barred by the economic loss rule. [FACC ¶¶62-66]. The Demurrer to the Fourth Cause of Action – Negligence is overruled.

Finally, as to the damages sought under the Consumers Legal Remedies Act (CLRA), the Court finds that the statutory framework of Civil Code §1782 does not contemplate its application to cross-defendants who did not initiate the action. The purpose of the notice

provision is to provide a mechanism for resolving disputes before litigation, which would not align with a scenario where the cross-defendant is responding to a claim rather than initiating one. *Civil Code* §1782; *Lunada Biomedical v. Nunez* (2014) 230 Cal.App.4th 459. Thus, the Demurrer to the Fifth Cause of Action – Violation of Consumers Legal Remedies Act (CLRA) *Civil Code* §1750 et seq. is overruled.

Counsel for the Cross-Defendant shall submit a form of order within two weeks.

8. 25CV02298 JG WENTWORTH ORIGINATIONS, LLC V. CG

EVENT: First Amended Verified Petition for Approval for Transfer of Payment Rights

The Petition is granted as it appears to the Court that the transfer complies with the requirements of *Insurance Code* §10137 and is in the best interest of the Payee. Petitioner shall submit a form of order within two weeks.

9. 25MH00081 PETITION OF: BULLIS, JACOB TIMOTHY DAYTON

EVENT: Hearing for Relief from Firearms Prohibition

The Court will conduct a hearing.