

**Judge Mosbarger – Law & Motion – Wednesday, September 17, 2025 @ 9:00 AM  
TENTATIVE RULINGS**

**1-2. 19CV01362 BOWEN, AARON ET AL V. CITY OF CHICO ET AL**

*EVENTS: (1) Petitioners Aaron and Hilda Bowen's Motion for Attorneys' Fees Against Respondent City of Chico*

*(2) Petitioners Aaron and Hilda Bowen's Motion to Strike Costs of Defendant City of Chico*

Petitioners Aaron and Hilda Bowen's ("Petitioners" herein) Motion for Attorneys' Fees Against Respondent City of Chico is DENIED. Respondent City of Chico's ("the City" herein) Request for Judicial Notice is granted. The Court finds that the only beneficiaries of this Court's Writ of Mandate were Petitioners, and only a single project and the two parcels of land were affected. The Court agrees with the City that speculation about potential effects on the City's future behavior simply does not qualify under *Code of Civil Procedure* §1021.5's exception to the American Rule that each party bear its own attorney's fees. The Writ of Mandate and the Judgment clearly affect only the Danielsons' project, and do not otherwise enjoin the City. See, *Pacific Legal Foundation v. California Coastal Com.* (1982) 33 Ca1.3d 158; *Norberg v. California Coastal Com.* (2013) 221 Cal.App.4th 535, 541. Based upon this ruling, the Court does not address the additional arguments raised by the City as it relates to the reasonableness of the fees requested by Petitioners, as those issues are moot. Counsel for the City shall prepare and submit a form of order consistent with this ruling within two weeks.

In regard to Petitioners Aaron and Hilda Bowen's Motion to Strike Costs of Defendant City of Chico, the timely filing of a memorandum of costs is not jurisdictional and courts have discretion to allow the late filing of a memorandum of costs if there is no showing of prejudice to the opposing party. See, *Pollard v. Saxe & Yolles Dev. Co.* (1974) 12 Cal.3d 374; *Hoover Community. Hotel Development Corp. v. Thomson* (1985) 168 Cal. App. 3d 485, 487; *Lee v. Wells Fargo Bank* (2001), 88 Cal.App.4th 1187, 1191. Here, the Court finds that the City of Chico's Memorandum of Costs was served on the Petitioners on July 3, 2025, but due to the Court's later rejection of the Memorandum of Costs for a formatting issue, the Memorandum of Costs was not filed until August 1, 2025. The Court finds no prejudice to the Petitioners and good cause to consider the untimely Memorandum of Costs. In regard to the "Other" costs, the Court finds that the City of Chico has provided a breakdown and explanation as to what costs are included in this category and has provided sufficient substantiation for such costs, which the Petitioners acknowledge in their Reply. Petitioners Aaron and Hilda Bowen's Motion to Strike Costs is DENIED. The Court allows costs to the City of Chico in the amount of \$4,438.07. Counsel for the City of Chico shall submit a form of order consistent with this ruling within two weeks.

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**3. 24CV02093 PEDERSEN, ZACHARY R V. FCA US LLC**

*EVENT: Plaintiff's Motion to Compel Deposition of Defendant FCA US, LLC's Person Most Qualified*

Plaintiff's Motion to Compel Deposition of Defendant FCA US, LLC's Person Most Qualified is granted, in part. The Court orders that the Deposition of Defendant FCA US, LLC's Person Most Qualified shall proceed on September 25, 2025, and sanctions are awarded in the reduced amount of \$2,000, which the Court deems reasonable. Counsel for the Plaintiff shall prepare and submit a form of order consistent with this ruling within two weeks.

**4. 24CV04338 TORRES, KIMBERLY V. PARK, WILLIAM**

*EVENT: Cross-Defendant Daedalys Wilson's Motion to Strike Portions of Cross-Complainant's First Amended Cross-Complaint*

The Court does acknowledge that while Cross-Complainant argues there was a failure by Cross-Defendant to properly and in good faith participate in the meet and confer process, *Code of Civil Procedure* §§430.41 and 435.5 contain no provision for compelling compliance with the meet and confer requirement, unlike the meet and confer requirement in the discovery process. See, *Code of Civil Procedure* §2023.020. Additionally, the failure to sufficiently meet and confer is not grounds to overrule or sustain a demurrer or granting or denying a motion to strike. *Code of Civil Procedure* §§430.41(a)(4) and 435.5(a)(4); *Dumas v. Los Angeles County Bd. of Supervisors* (2020) 45 Cal.App.5<sup>th</sup> 348, 355 (citing text); *Olsen v. Hornbrook Comm. Services Dist.* (2019) 33 Al.App.5<sup>th</sup> 502, 515. As such, the Court has considered the merits of the Demurrer and Motion to Strike.

In regard to Cross-Defendant Daedalys Wilson's Demurrer to William Park's First Amended Cross-Complaint, the Court finds that the First Amended Cross-Complaint ("FACC" herein) is not so unintelligible that the responding party cannot reasonably respond. *Khoury v. Maly's of California, Inc.* (1993) 14 Cal.App.4<sup>th</sup> 612, 616. Therefore, the Demurrer based on uncertainty is overruled. The Court further finds that Cross-Complainant has sufficiently stated facts to support a cause of action for contribution [see FACC at ¶¶6, 7, 9, 10, 11, 14, 15, 16, 17] and indemnity [see FACC at ¶¶10, 11, 14, 15, 16, 17]. As such the Demurrer is overruled as to the First Cause of Action for Contribution and the Second Cause of Action for Indemnity.

In regard to Cross-Defendant Daedalys Wilson's Motion to Strike Portions of Cross-Complainant's First Amended Cross-Complaint, the Court finds that the allegations sought to be stricken are relevant and the Motion to Strike is denied.

Cross-Defendant shall file an Answer to the FACC within 10 days' notice of this ruling. Counsel for the Cross-Complainant shall submit a form or order within two weeks.

**5. 25CV00822 WHITE, ROBERT V. PREZERO US, INC ET AL**

*EVENT: Defendants' Motion to Compel Arbitration and Dismiss This Action*

Plaintiff's Evidentiary Objections to the Declaration of Nubia Fleischman in Support of Defendants' Motion to Compel Arbitration and Dismiss this Action are overruled. Likewise, Defendants' Objections to Plaintiff Robert White's Evidence Filed in Support of his Opposition to Defendants' Motion to Compel Arbitration are overruled. The case law cited by the parties supports the conclusion that this Court is required to make a foundational finding as to whether the delegation clause is valid. See, *Henry Schein, Inc. v. Archer & White Sales, Inc.* (2019) 586 U.S. 63, 69; *Granite Rock Co. v. Int'l Bhd. of Teamsters* (2010) 561 U.S. 287, 299. For a delegation clause to be effective, it must satisfy two prerequisites: (1) the language of the clause must be clear and unmistakable, and (2) the clause must not be revocable under state contract defenses such as fraud, duress, or unconscionability. Accordingly, the Court of Appeal held that a trial court must first determine whether the delegation clause is enforceable. If it is, then the court lacks power to determine whether the entire agreement is enforceable; that would be an issue for the arbitrator to resolve. See, *Tiri v. Lucky Chances, Inc.* (2014) 226 Cal.App.4th 231, 242. Here, the Court finds that the delegation clause is clear and unmistakable, contrary to Plaintiff's argument. In regard to unconscionability, here Plaintiff contends in a conclusory manner in the Opposition, without citing any specific evidence, that the delegation clause is unconscionable. [See Plaintiff's Opposition at Pg. 3, Line 19 through Pg. 4, Line 5]. The Court disagrees and finds that there is neither procedural nor substantive unconscionability as it relates to the delegation clause. The Defendants' Motion to Compel Arbitration and Dismiss This Action is GRANTED. Plaintiff Robert White is hereby ordered to arbitrate, in binding arbitration, his claims against Defendants and the matter is hereby dismissed without prejudice. The Case Management Conference on November 12, 2025 is vacated. The Court will sign the form of order submitted by counsel.

**6. 25CV01306 SCHULTZ, RUSSELL V. DUBIE TANER**

*EVENT: Motion to be Relieved as Counsel*

There is no proof of service in the Court's file therefore the Court cannot confirm whether notice complies with California Rules of Court, Rule 3.1362(d) or *Code of Civil Procedure* §1005. The Motion is continued to October 1, 2025 at 9:00 a.m. to allow sufficient time for notice and filing of a proof of service.

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**7. 25CV02563 ROBINSON, ANDREW V. DEAL, MONTE ET AL**

*EVENT: Motion to Impose Stay and Compel Statutory Buyout Procedure Pursuant to Corporations Code Section 2000 Et Seq.*

Plaintiff's Request for Judicial Notice is granted. Defendant's Request for Judicial Notice is granted. Defendant's Objections to Evidence are sustained [improper legal opinion/conclusion (*Evidence Code* §310)]. The Motion to Impose Stay and Compel Statutory Buyout Procedure Pursuant to *Corporations Code* Section 2000 Et Seq. is GRANTED and the remaining causes of action are stayed. The Court declines to order any of the "certain actions" proposed by Plaintiff. No later than October 17, 2025, the parties are to provide the Court with their proposed appraisers, their qualifications, proposed orders directing the appraisers' methodology, identification of evidence the appraisers may obtain for purpose of valuation, procedures for them to obtain that evidence, and a proposed timeframe for the appraisers to complete their valuation and to return that valuation report to the parties and the Court. This matter is set for a Review Hearing on October 29, 2025 at 9:00 a.m. for the Court's selection of three (3) appraisers, the setting of a deadline for valuation, as well as a briefing schedule for opposition to the valuation, and to reply to comments or opposition filed by any party, and a hearing on confirmation of the valuation. Counsel for the Defendant shall prepare and submit a form of order consistent with this ruling within two weeks.