

**Judge Mosbarger – Law & Motion – Wednesday, April 8, 2026 @ 9:00 AM
TENTATIVE RULINGS**

1. 24CV02093 PEDERSEN, ZACHARY R V. FCA US LLC

EVENT: Plaintiff's Motion for Terminating or Issue Sanctions; Request for Monetary Sanctions

Plaintiff's Motion for Terminating or Issue Sanctions; Request for Monetary Sanctions is granted in part. While the Court is not inclined to grant terminating, issue, or evidentiary sanctions based on this record (see, *Liberty Mutual Fire Ins. Co. v. LcL Administrators, Inc.* (2008) 163 Cal.App.4th 1093), the Court does direct Defendant to provide further responses, limited to the identification of the specific pages and/or bates numbering where the responsive documents can be found. For example, Defendant states that "the four (4) documents the Court identified by number, along with any organizational charts for the relevant period and any agreements, contracts, or operating procedures governing its customer service call centers, are located within the CAC Policies and Procedures", but fails to reference where in the CAC Policies and Procedures such documents can be found. The specific identification of these documents shall be made within 7 days' notice of the Court's order. The request for further monetary sanctions is denied. Counsel for the Plaintiff shall submit a revised form of order consistent with this ruling within two weeks. The parties are reminded that Butte County Local Rule 1.9.D. requires that Trial Readiness Conference Statements be filed 5 Court days prior to the hearing. Thus, Trial Readiness Conference Statements are to be filed and served no later than April 16, 2026 by 4:00 p.m. Failure to do so will result in sanctions.

2. 24CV03076 ROSE, SYMBA V. WORK TRAINING CENTER FOR THE HANDICAPPED, INC

EVENT: Unopposed Motion for Final Approval of Class and PAGA Settlement and Attorneys' Fees and Costs

Plaintiff's Unopposed Motion for Preliminary Approval of Class and PAGA Settlement is granted. The Court will sign the form of order submitted by counsel with the addition of the final compliance hearing date on October 7, 2026 at 10:30 a.m., and a deadline for filing the Declarations attesting to compliance no later than 7 calendar days before the hearing. The Case Management Conference on April 8, 2026 at 10:30 a.m. is vacated.

3. SABRINA AHRENS GRAVELLE ADMINISTRATOR FOR THE ESTATE OF DEANNE ELIZABETH OSBORN V. OSBORN, RONALD ET AL

EVENT: Plaintiff's Motion for Reconsideration and Related Relief

Defendant NBS Default Services, LLC's ("Defendant" herein) Request for Judicial Notice is granted. The Motion was filed on February 23, 2026, but not served on the various parties until between March 16, 2026 and March 18, 2026, which does not satisfy the notice requirements of *Code of Civil Procedure* §1005(b). Notice is therefore insufficient,

and the Motion is denied. However, even if the Court were to consider the Motion given the lack of proper notice, the filing requirements for a motion to set aside under *Code of Civil Procedure* §473(b) are mandatory and jurisdictional. See *Code of Civil Procedure* §473(b); *Manson, Iver & York v Black* (2009) 176 Cal.App.4th 36, 42; *Sporn v Home Depot, Inc.* (2005) 126 Cal.App.4th 1294; See also, *Pulte Homes Corp. v Williams Mechanical, Inc.* (2016) 2 Cal.App.5th 267, 273 (trial court could not set aside default when motion for relief from default and default judgment was filed less than 6 months after entry of default judgment but more than 6 months after entry of default; it also could not set aside default judgment because doing so would be "an idle act," since defendant would still be in default and could not oppose entry of new default judgment). Here, the deadline to file and serve a motion to set aside the judgment was November 27, 2025. However, the instant motion was not filed and served until February 23, 2026. Thus, the motion is untimely, the Court lacks jurisdiction under *Code of Civil Procedure* §473(b), and the motion is denied on that basis as well. In regard to Plaintiff's request for reconsideration under *Code of Civil Procedure* §1008, that request is also untimely. *Code of Civil Procedure* §1008(a) states that "...any party affected by the order may, within 10 days after service upon the party of written notice of entry of the order..." make application to the Court for reconsideration. Here, the judgments of dismissal in favor of Defendants NewRez, Shellpoint and Brynwood Park were entered on May 27, 2025, with notice of entry mailed to all parties on June 17, 2025, and Defendant was bound by these judgments pursuant to its Declaration of Non-monetary Status. Any motion for reconsideration of these judgments were to be filed no later than June 27, 2025. Plaintiff's Motion for Reconsideration was filed more than eight months after notice of entry of the judgments is untimely, and the Motion is denied on that basis as well. Finally, as to the other authorities cited by Plaintiff in support of the Motion, the Court finds that *Code of Civil Procedure* §473(d) [clerical mistakes], *Code of Civil Procedure* §473(a) [amendment of pleadings], *Code of Civil Procedure* §187 [Court's authority to use any means necessary to carry into effect its jurisdiction], and Plaintiff's general due process and constitutional rights, do not warrant granting the requested relief. The Motion is denied in its entirety.

4. 24CV04515 R, L V. BURGER KING CORPORATION ET AL

EVENT: Plaintiff L.R., a Minor, by and Through her Guardian ad Litem Mary Hawkin's Motion to Compel Compliance with Subpoena Directed to Non-Party Chico Police Department

The Motion is granted. The Court finds that Plaintiff has established good cause for the disclosure of the subject information, the Chico Police Department is directed to comply with the subpoena and produce all requested records without redaction within 14 days of the hearing. The Court will sign the form of order submitted by counsel.

5-7. 25CV04232 CTL FORESTRY MANAGEMENT, INC V. FUGUE LAUMAN LLC ET AL

EVENTS: (1) Plaintiff in Interpleader CTL Forest Management, Inc.'s Motion to Strike or, in the Alternative, Sever Cross Complaint

(2) Plaintiff in Interpleader CTL Forest Management, Inc.'s Motion for Discharge

(3) Plaintiff's Demurrer to Emshire LLC's Cross-Complaint

Plaintiff in Interpleader CTL Forest Management, Inc.'s
Motion to Strike or, in the Alternative, Sever Cross Complaint

Interpleader applies whenever there are conflicting claims to money or property. *Code of Civil Procedure* §386(b); *Hood v. Gonzales*, (2019) 43 Cal.App.5th 57, 75. Here, the Court finds that there are allegations of conflicting claims to the disputed funds which makes an interpleader action appropriate. [See, Plaintiff in Interpleader CTL Forest Management, Inc. ("CTL" herein) Complaint at ¶¶3-8; Cross-Complaint of Emshire LLC ("Emshire" herein) filed January 16, 2026; Cross-Complaint of Colonial Tree Service filed March 25, 2026; and Cross-Complaint of LZ Logistics, LLC filed March 25, 2026]. Additionally, the Court finds that Emshire's claims go directly to CTL's liability, not merely entitlement to the disputed funds, and as such, CTL is not a disinterested nor a neutral stakeholder and cannot avail itself of the protections of the Interpleader statute. See, *Lincoln Nat. Life Ins. Co. v. Mitchell* (1974) 41 Cal.App.3d 16; *Pacific Loan Management Corp. v. Superior Court* (1987) 196 Cal.App.3d 1485, 1489; *Hancock Oil Co. v. Hopkins* (1944) 24 Cal.2d 497, 505.

Based on the above, and because the Court finds that Emshire's Cross-Complaint against CTL is related to the subject matter of the CTL's Complaint (e.g., it arises out of the same transaction), the Court concludes that Emshire's Cross-Complaint will be allowed to proceed in this action. As to the request for severance or a separate trial, that request is unsupported and is denied.

The Motion is denied.

Plaintiff in Interpleader CTL Forest Management, Inc.'s
Motion for Discharge

For the reasons discussed above, CTL's Motion for Discharge is likewise denied.

Plaintiff's Demurrer to Emshire LLC's Cross-Complaint

A demurrer to a complaint must be filed within 30 days after service of the complaint pursuant to CCP §§430.40(a) and 435(b)(1). Here, the Cross-Complaint was served on January 17, 2026. CTL therefore had until February 17, 2026 to file the instant Demurrer. However, the Demurrer was not filed until March 6, 2024. Thus, the Demurrer is untimely. However, the Court in its discretion, has considered the merits of the Demurrer. *Jackson v Doe* (2011) 192 Cal.App.4th 742, 749; *McAllister v County of Monterey* (2007) 147 Cal.App.4th 253, 281.

As to the statute of limitations, the Court finds that the running of the statute of limitations does not appear "clearly and affirmatively" on the face of the Cross-Complaint and

Emshire has sufficiently alleged facts to support at least one doctrine (delayed discovery) that would toll the statute of limitations. See Cross-Complaint at Paragraphs 9, 50-53, 55-57. The Demurrer is overruled on that basis.

California law permits plaintiffs to plead alternative theories of recovery. *Adams v. Paul* (1995) 11 Cal.4th 583, 593 [“Moreover, a party may plead in the alternative and may make inconsistent allegations”]. Here, the Court finds that the Cross-Complaint does not include duplicative causes of action and the Demurrer is overruled on that basis.

Under California law, it is “improper” to “recast” a breach of contract cause of action as a tort claim under the economic loss doctrine. *BFGC Architects Planners, Inc. v. Forum/Mackey Constr., Inc.*, (2004) 119 Cal.App.4th 848, 853. “That judicially created doctrine bars recovery in negligence for pure economic losses when such claims would disrupt the parties’ private ordering, render contracts less reliable as a means of organizing commercial relationships, and stifle the development of contract law.” *Sheen v. Wells Fargo Bank, N.A.* (2022) 12 Cal.5th 905, 915 (“[T]he rule functions to bar claims in negligence for pure economic losses in deference to a contract between litigating parties.”). The doctrine extends to all tort-based claims “when they arise from—or are not independent of—the parties’ underlying contracts.” *Id.* at 633; *Aas v. Superior Court* (2000) 4 Cal.4th 627, 643 (“[A] person may not ordinarily recover in tort for the breach of duties that merely restate contractual obligations”). Here, the Court finds that unjust enrichment cause of action, pled in the alternative to the breach of contract cause of action (permitted as discussed above; and see *Adams v. Paul* (1995) 11 Cal.4th 583), is not barred by the economic loss rule and the Demurrer is overruled on this basis.

A cause of action for accounting requires (1) a relationship making an accounting appropriate and (2) a balance due that is unknown and cannot be ascertained without an accounting. *Teselle v. McLoughlin* (2009) 173 Cal.App.4th 156, 179-181. Here, the Court finds that the cause of action for an accounting has been sufficiently pled. See Cross-Complaint at ¶¶9-11, 110-112], and the Demurrer is overruled on this basis.

“The elements of fraud are (1) a misrepresentation of a material fact (false representation, concealment, or nondisclosure); (2) knowledge of falsity; (3) intent to defraud; (4) justifiable reliance; and (5) resulting damage.” *Collins v. eMachines* (2011) 202 Cal.App.4th 249, 259. “The facts constituting the fraud, including every element of the cause of action, must be alleged ‘factually and specifically’” to survive demurrer. *Apollo Capital Fund, LLC v. Roth Capital Partners, LLC* (2007) 158 Cal.App.4th 226, 240 [citing *Committee on Children’s Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d 197, 216-17]. Here, the Court finds that fraud has been sufficiently pled. See Cross-Complaint at ¶¶59-64], and the Demurrer is overruled on this basis.

The Demurrer is overruled in its entirety. Counsel for Emshire shall submit a form of order consistent with this ruling within two weeks and CTL Forest Management, Inc. shall file its Answer to the Cross-Complaint within 10 days’ notice of this order.

8. **25CV04486 MANN, DEREK ALLEN V. BILL, JESSEE JAMES ALLEN EDWARDS ET AL**
EVENT: Defendants Rushelle Lynn Bill and Jesse James Edwards Bill's Motion to Set Aside Default Judgment

The Court finds that Defendants Rushelle Lynn Bill and Jesse James Edwards Bill have satisfied the statutory requirements for relief under the mandatory relief provisions of *Code of Civil Procedure* §473(b) and the Motion to Set Aside Default Judgment is granted. The Default entered on January 16, 2026 (as to Defendant Rushelle Lynn Bill) and on January 20, 2026 (as to Defendant Jesse James Edwards Bill) are set aside and Defendants shall file and serve their responsive pleading within 10 days' notice of this ruling. The Court will sign the form of order submitted by the Defendants.