

**Judge Mosbarger – Law & Motion – Wednesday, August 5, 2026 @ 9:00 AM
TENTATIVE RULINGS**

1. 22CV01506 VAIL, NATHAN ET AL v. ANDERSON BURTON CONSTRUCTION, INC ET AL

EVENT: Motion to Bifurcate

The Court finds that based upon the allegations in the Second Amended Complaint, as well as those in the Cross-Complaint, bifurcation would not aid or result in the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation (*Code of Civil Procedure* §598), nor the furtherance of convenience or to avoid prejudice, or expedition and economy (*Code of Civil Procedure* §1048(b)). Thus, bifurcation is not warranted here and Plaintiffs/Cross-Defendants Nathan Vail and Emily Vail's Motion to Bifurcate is denied. The Court will sign the form of order submitted by Defendants/Cross-Complainants Anderson Burton Construction, Inc. and CAN Financial Corporation dba CAN Surety.

2. 23CV01437 HENRY, MONICA v. JELLEETHER MARIE ET AL

EVENT: Defendant Jellether Marie Moore's Motion to Vacate Dismissal; Enforce Settlement Agreement Pursuant to Court's Retained Jurisdiction; Entry of Judgment Cancelling Quitclaim Deed as Void; Request for Judicial Notice; Request for Attorney Fees/Costs

Defendant Jellether Marie Moore's ("Defendant" herein) Request for Judicial Notice is granted. Defendant's Motion to Vacate Dismissal; Enforce Settlement Agreement Pursuant to Court's Retained Jurisdiction; Entry of Judgment Cancelling Quitclaim Deed as Void; Request for Judicial Notice; Request for Attorney Fees/Costs is unopposed and is GRANTED in its entirety. The Court finds that the Request for Dismissal entered on January 17, 2026 is in violation of the terms of the Settlement Agreement and is hereby stricken. See, Settlement Agreement attached to the Declaration of Michael W. McCrady at Exhibit A, Paragraph 2.(d) ["...Plaintiff shall file a request for dismissal with prejudice of KAM and without prejudice of MOORE..."] Further, the Court finds that the Quit Claim Deed purporting to convey the real property from Defendant to Plaintiff dated June 6, 2025, was prematurely recorded on August 25, 2025 (Butte County Recorder Document No. 2025-0022425) in violation of the terms of the Settlement Agreement and is declared void ab initio and of no force or effect. See, Settlement Agreement attached to the Declaration of Michael W. McCrady at Exhibit A, Paragraph 2.(f) ["...The quitclaim deed shall be executed and delivered to Jamil White to hold, but not record, until such time as Henry removes Moore from the existing loan obligation such as refinancing, paying off loan, or selling Subject Property."] Lastly, the Court awards attorneys' fees and costs in the amount of \$6,612 to Defendant and against Plaintiff Monica Henry and her counsel of record, Jamil L. White/Louis White PC, pursuant to Paragraph 10 of the Settlement Agreement. The Court will sign the form of order submitted by counsel as it relates to this Motion, and the Court sets this matter for hearing on September 9, 2026 at 10:30 a.m.

for status of Judgment, which is to be prepared and submitted by counsel for the Defendant within two weeks.

3. 24CV02857 PLATTS, TOBIAS, II ET AL v. JOHNSON, MARK ET AL

EVENT: Defendants' Motion for Sanctions for Failure to Comply with the Court's July 1, 2026 Order Compelling Further Discovery Responses; Request for Terminating and Monetary Sanctions

The Proof of Service indicates that the Motion was served electronically on July 17, 2026, which is only 13 Court days' notice. Pursuant to *Code of Civil Procedure* §1005(b), an additional 3 Court days' notice is required, and pursuant to *Code of Civil Procedure* §1010.6(3)(B), an additional 2 Court days' notice is required for electronic service. Thus, notice here is insufficient. Additionally, the Court notes that the Motion was served on counsel ilan@hotelinjurylaw.com however, the only email address in the Court's file is litigation@hotelinjurylaw.com, so notice is insufficient in this regard as well. The Motion is continued to September 2, 2026 at 9:00 a.m. to allow for proper notice and the filing of an additional proof of service. The Court vacates the Mandatory Settlement Conference on August 24, 2026 and sets the Mandatory Settlement Conference for September 11, 2026 at 3:00 p.m. with Judge Philip Heithecker.

4. 24CV03259 PARK, LISA ET AL v. GOSSAGE, IVAN

EVENT: Plaintiffs' Motion to Continue Trial Date, Trial Readiness Conference, Discovery, and all Trial Related Deadlines

Plaintiffs' Motion to Continue Trial Date, Trial Readiness Conference, Discovery, and all Trial Related Deadlines is denied, the Court not finding good cause for the requested continuance. The Court confirms the Trial Readiness Conference on August 13, 2026 at 1:30 p.m. and the Jury Trial on August 17, 2026 at 8:00 a.m. with a 3-day estimate.

5-6. 25CV01669 CONNELL, ZACKARY v. CRAFT, SHEILA ET AL

*EVENTS: (1) Defendant Melissa Crick's Motion to Strike Re: First Amended Complaint
(2) Zachary Connel's Motion to Strike Defendant Sheila Craft's Jury Demand*

The Court is in receipt of an untimely opposition, filed by Plaintiff Zachary Connell on July 28, 2026, the day before the reply was due pursuant to *Code of Civil Procedure* §1005(b). That Section requires an opposition be filed and served no later than 9 Court days before the hearing, which here was July 23, 2026. The Opposition is untimely and pursuant to Butte County Local Rule 3.11B, the Court refuses to consider such. Defendant Melissa Crick's Motion to Strike Re: First Amended Complaint is deemed unopposed and is granted. Counsel for Defendant shall prepare and submit a form of order within two weeks.

The Court also notes that on July 28, 2026 at the same time Plaintiff filed his untimely Opposition, he also filed a Motion to Strike Defendant Sheila Craft's Jury Demand with a hearing set for August 5, 2028, 8 days later. *Code of Civil Procedure* §1005(b) requires no less than 16 Court days' notice. So, even if the Motion were served the day it was filed, which is just an assumption given that there is no proof of service, notice is wholly insufficient. The Motion is denied.

7. 25CV03849 WILSON, MACY v. CRANDALL, JASON OWENS ET AL

EVENT: Motion for Order to Bifurcate Plaintiff's Claims Against North State Water Testing/Pump, LLC from Plaintiff's Other Claims

Defendant North State Water Testing/Pump, LLC's ("Defendant" herein) Request for Judicial Notice is granted. However, while these filings will be considered for the limited fact that each party made the representations reflected in its respective filings, the Court agrees with the Plaintiff Macy Wilson ("Plaintiff" herein) that they do not establish the truth of underlying factual assertions regarding the transaction, the alleged scope of any defendant's work, the relationship among the claims, causation, damages, or whether separate trials would promote convenience, avoid prejudice, or further expedition and economy under *Code of Civil Procedure* §§598 and 1048(b).

Plaintiff's Evidentiary Objections are overruled.

The Court finds that based upon the allegations in the First Amended Complaint, bifurcation would not aid or result in the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation (*Code of Civil Procedure* §598), nor the furtherance of convenience or to avoid prejudice, or expedition and economy (*Code of Civil Procedure* §1048(b)). Thus, bifurcation is not warranted here and the Motion for Order to Bifurcate Plaintiff's Claims Against North State Water Testing/Pump, LLC from Plaintiff's Other Claims is denied. Counsel for the Plaintiff shall prepare and submit a form of order consistent with this ruling within two weeks.

8. 25CV04232 CTL FORESTRY MANAGEMENT, INC v. FUGUE LAUMAN LLC ET AL

EVENT: Cross-Defendant Ceres Environmental Services, Inc. and David Anders McIntyre's Demurrer to Cross-Complainant Emshire LLC's Cross-Complaint

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 Cross-Complainant Emshire LLC ("Emshire" herein) has sufficiently alleged facts to support at least one doctrine (delayed discovery) that would toll the statute of limitations. See Cross-Complaint at Paragraphs 3, 4, 9, 11, 50-53, 55-57. The Demurrer is overruled on that basis.

To invoke the alter ego doctrine, Emshire must allege both: (1) a "sufficient unity of interest and ownership between the corporation and the individual or organization

controlling that the separate personalities of the [two entities] no longer exist”; and (2) facts showing that “treating the acts as those of the corporation alone will sanction a fraud, promote injustice, or cause an inequitable result.” *Misik v. D’Arco* (2011) 197 Cal.App.4th 1065, 1071-72 (citation and quotations omitted). The Court finds that here, Emshire has done so. See Cross-Complaint at Paragraphs 3, 4, 11, 120, 122. The Demurrer is overruled on that basis. Based upon this ruling, the Court also finds that Causes of Action Five through Twelve have been sufficiently pled and the Demurrer to those causes of action are likewise overruled.

Finally, as to the fraud cause of action, “[t]he 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 ¶¶3, 4, 11, 13-15, 19-21, 31, 59-63, and the Demurrer is overruled on this basis.

Cross-Defendant Ceres Environmental Services, Inc. and David Anders McIntyre’s Demurrer to Cross-Complainant Emshire LLC’s Cross-Complaint is overruled in its entirety. Counsel for Emshire shall submit a form of order consistent with this ruling within two weeks and Ceres Environmental Services, Inc. and David Anders McIntyre shall file their Answers to the Cross-Complaint within 20 days’ notice of this order.

Additionally, the Court continues the Case Management Conference on August 26, 2026 to November 4, 2026 at 10:30 a.m. Case Management Conference Statements are to be timely filed and served.

9. 25CV05132 KATHLEEN FRANCES O’LEARY, BY AND THROUGH HER SUCCESSOR-IN-INTEREST, REBEKAH EASTER ET AL V. MURRAY, JASON ET AL

EVENT: Motion to Compel Arbitration and Request to Stay Action

Plaintiffs’ Evidentiary Objections to the Declaration of Alaina T. Dickens are overruled. However, the Court does note that the quoted portions to which Plaintiffs object are not being accepted by the Court as fact in relation to the disputed factual and legal issues of execution and contract formation. Defendants Evidentiary Objections to the Declaration of Kathryn Locatell, M.D. are overruled. The evidence submitted supports a finding that Ms. O’Leary lacked capacity to understand and appreciate the Arbitration Agreement at the time it was signed [See Declaration of Kathryn Locatell, MD at ¶¶6, 8-12, 14-28, 29-34]. Thus, the Court finds that Defendants have failed to satisfy their burden of establishing the existence of a valid Arbitration Agreement. The Court thus concludes that there is no valid and enforceable agreement to arbitrate and the Motion is denied.

10. 26CV00544 JOHL, AMANDEEP ET AL v. MUBARAKA, ADEL ET AL

EVENT: Motion to Consolidate Cases

“In unlawful detainer proceedings, ordinarily the only triable issue is the right to possession of the disputed premises, along with incidental damages,” and “[o]rdinarily, issues respecting the title to the property cannot be adjudicated in an unlawful detainer action.” *Martin-Bragg v. Moore* (2013) 219 Cal.App.4th 367, 385. The narrow power to consolidate exists because “a successful claim of title by the tenant would defeat the landlord’s right to possession.” *Ibid.* Here, Plaintiffs do not claim to own the premises. Rather, the Complaint acknowledges that the Defendants own the property. [See Complaint at ¶28; Exh. 7]. The parties disagree only about how long Plaintiffs’ lease runs. A successful claim by Plaintiffs would not defeat the Defendants’ title — which should more properly be litigated in the unlawful detainer action. Issues of whether the lease expired, and whether an option to extend was validly exercised, are precisely the questions an unlawful detainer court resolves in summarily deciding the right to possession. Therefore, consolidation pursuant to *Code of Civil Procedure* §1048 is inappropriate here and the Motion is denied.

11. 26CV00555 YOUNG, CASEY v. KOMAS, TANYA

EVENT: Defendant’s Motion to Set Aside Entry of Default

The Court finds that Defendant Tanya Komars’ (“Defendant” herein) has satisfied the statutory requirements for relief under both the mandatory and discretionary relief provisions of *Code of Civil Procedure* §473(b) and Defendant’s Motion to Set Aside Entry of Default is granted. The Default entered on May 28, 2026 is set aside and Defendants shall file and serve her responsive pleading within 10 days’ from the date of this hearing. Pursuant to *Code of Civil Procedure* §473(b), the Court awards to Plaintiff Casey Young reasonable compensatory legal fees and costs of \$3,000, which are to be paid by Defendant’s counsel, Joh R. Garner, of Garner & Associates LLP, within 30 days’ from the date of this hearing. Counsel for the Defendant shall prepare and submit a form of order consistent with this ruling within two weeks.

12. 26CV01617 BEAR RIVER SUPPLY INC v. SHARMA, AMEET

EVENT: Defendant’s Motion for Transfer of Venue

The requested change of venue is not contested, Defendant’s Motion for Transfer of Venue is granted, and this matter is transferred to the Superior Court of California, County of Solano. Pursuant to *Code of Civil Procedure* §399, the transfer fees and costs are to be paid by Plaintiff. In regard to attorneys’ fees, the Court in its discretion declines to award any such fees. The Court will utilize the form of order submitted by Defendant but will strike Paragraph 2. The Case Management Conference on November 4, 2026 is vacated and the matter is set for a Status Hearing on October 7, 2026 at 10:30 a.m. for status of transfer.